

MEETING MINUTES
GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY
MEETING OF EXECUTIVE COMMITTEE
GWCCA ADMINISTRATION CONFERENCE ROOM
AND VIA TEAMS
Friday, April 3, 2026
1:00 p.m.

The following seven out of seven Executive Committee Members were present via TEAMS:

Brian Daniel (Presiding)
Maxine Burton
Dexter Warrior
Natasha Bell
Glenn Hicks
Bill Russell
Doug Tollett

Brian Daniels called the meeting to order at 1:00 p.m.

A motion to approve February 24, 2026, Executive Committee meeting minutes was made by Glenn Hicks, seconded by Doug Tollett, and unanimously approved.

AUTHORITY BUSINESS

A motion to ratify the action taken on February 2, 2026 by Chris Guidice, Hotel Manager of Signia by Hilton Atlanta Hotel giving notice terminating United Hospitality Services, LLC as a services provider under the September 21, 2025 Services Agreement for the Signia by Hilton Atlanta Georgia World Congress Center and also to approve the Resolution in respect of Crown Linen LLC Service Agreement (Laundry Services for Signia by Hilton Atlanta Hotel), a copy of which is attached hereto as Exhibit A, was made by Glenn Hicks, seconded by Maxine Burton, and unanimously approved.

A motion to approve the Resolution in respect of Kone Service Agreement (Elevator and Escalator Maintenance Services for Signia by Hilton Atlanta Hotel, a copy of which is attached hereto as Exhibit B, was made by Maxine Burton, seconded by Dexter Warrior, and unanimously approved.

With no further business to discuss, the meeting adjourned at 1:17 p.m.

RESPECTFULLY SUBMITTED:

APPROVED:

J. Pargen Robertson, Chief Legal Officer

Brian Daniel, Chair

EXHIBIT A

A copy of the GWCCA Resolution – Crown Linen LLC Service Agreement (Laundry Services for Signia by Hilton Atlanta Hotel follows this page.
(22 pages)

**A RESOLUTION
OF
THE EXECUTIVE COMMITTEE OF
THE GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY
REGARDING
CROWN LINEN LLC SERVICE AGREEMENT
[LAUNDRY SERVICES FOR SIGNIA BY HILTON ATLANTA HOTEL]**

WHEREAS, the Geo. L. Smith II Georgia World Congress Center Authority (the “Authority”) owns and operates the convention and tradeshow facility known as the Geo. L. Smith II Georgia World Congress Center, Centennial Olympic Park, and other facilities; and

WHEREAS, pursuant to O.C.G.A. § 10-9-4(a), the general purpose of the Authority is to acquire, construct, equip, maintain, and operate the project, including but not limited to the Georgia World Congress Center, Centennial Olympic Park, and other facilities, in whole or in part, directly or under contract with the Department of Economic Development or others, and to engage in such other activities as the Authority deems appropriate to promote trade shows, conventions, and political, musical, educational, entertainment, recreational, athletic, or other events and related tourism within the state so as to promote the use of the project and the use of the industrial, agricultural, educational, historical, cultural, recreational, commercial, and natural resources of the State of Georgia by those using the project or visiting the state or who may use the project or visit this state; and

WHEREAS, pursuant to O.C.G.A. §10-9-4(b)(5), the Authority has the power to acquire, by purchase, gift, lease, or otherwise; to own, hold, improve, and use; and to sell, convey, exchange, transfer, lease, sublease, and dispose of real and personal property of every kind and character, or any interest therein, for its corporate purposes; and

WHEREAS, pursuant to O.C.G.A. §10-9-4(b)(6), the Authority has the power to make all contracts and to execute all instruments necessary or convenient to its purposes; and

WHEREAS, pursuant to O.C.G.A. §10-9-7 the management of the business and affairs of the Authority shall be vested in the Board of Governors, and the Board of Governors shall have the power to make bylaws, rules, and regulations for the operation, management, and maintenance of the Georgia World Congress Center, Centennial Olympic Park, and all other projects and properties of the Authority or as may be under the management and control of the Authority; and

WHEREAS, pursuant to O.C.G.A. § 10-9-15(a), the Authority is required to operate the project so as to ensure its maximum use, and in connection with and incident to the operation of the project the Authority may engage in such activities as it deems appropriate to promote trade shows, conventions, and tourism within the state so as to promote the use of the project and the use of the industrial, agricultural, educational, historical, cultural, recreational, and natural resources of the State of Georgia by those using or visiting the project; and

WHEREAS, pursuant to the Qualified Management Agreement (the “QMA”) dated April 14, 2021 between the Authority and Signia Hotel Management LLC (the “Manager”), the parties to that Agreement agreed to the terms and conditions pursuant to which the Manager would operate the Signia by Hilton Atlanta hotel on behalf of the Authority; and

WHEREAS, the QMA provides, in relevant part, that subject to the Approved Operating Plan and Budget promulgated under the QMA and other terms and conditions, the Manager may submit to the Authority for approval and execution, as applicable, contracts for services and goods, inventory, supplies and consumables, as appropriate, for hotel operations; and

WHEREAS, Crown Linen LLC (“Contractor”) seeks to furnish to the Authority on a contract basis specified work and work product in respect of laundry services for the Signia by Hilton Atlanta hotel, all on terms and conditions agreed upon by the parties; and

WHEREAS, the Authority apprehends that contracting for such work and work product is consistent with the corporate purposes and mission of the Authority and the Authority’s sound business practices; and

WHEREAS, pursuant to Section 14 of Article VII of the Authority’s Bylaws, except to the extent such authority is conferred upon the Chief Executive Officer or other officers of the Authority under or pursuant to the Bylaws, no officer or employee of the Authority is authorized to enter into any written or oral agreement binding upon the Authority; and

WHEREAS, pursuant to Section 5 of Article VII of the Authority’s Bylaws, the Chief Executive Officer is authorized to execute contracts related to the operation, in the ordinary course of business, of the Project, including contracts for the use of the Authority’s facilities, equipment, and services, but subject to the Bylaws and any policies, forms, and schedules as may be adopted or approved by the Board governing such contracts, and also to sign and execute other contracts in the name of the Authority when authorized to do so by resolution of the Board and to sign and execute contracts in the name of the Authority which are authorized by the Board when no other officer is designated by the Board; and

WHEREAS, pursuant to Section I of Article IV of the Authority’s Bylaws, the Executive Committee shall have the power to take any action which the Board of Governors has the power to take in a duly called and convened meeting, provided that any such action, together with the minutes of the meeting in which it was taken, shall be immediately reported in writing to all other members of the Board, and that such action shall be deemed binding on the Authority, and further provided that the Executive Committee shall not have the power to take any such action except on matters of an emergency nature which do not, in the reasonable judgment of the Executive Committee, permit deferral of action until the next regular meeting of the Board; and

WHEREAS, the action contemplated in this Resolution is a matter of an emergency nature which does not, in the reasonable judgment of the Executive Committee, permit deferral of action until the next regular meeting of the Board.

NOW, THEREFORE, BE IT RESOLVED by the Executive Committee of the Board of Governors of the Geo. L. Smith II Georgia World Congress Center Authority that the Chief Executive Officer is authorized, though not required, to execute and deliver, in substantially the form attached hereto as Exhibit A, but subject to the occurrence or satisfaction of any and all applicable contingencies, terms and conditions, an agreement with Crown Linen LLC for specified laundry services, but only so long as such agreement complies with applicable law and, in the judgment of the Chief Executive Officer, is consistent with the corporate purposes and mission of the Authority and the Authority’s sound business practices.

BE IT FURTHER RESOLVED that the Chief Executive Officer is authorized to take any and all actions, to execute and deliver any and all documents, agreements, certificates and instruments and to take any and all steps deemed by the Chief Executive Officer to be necessary or desirable to consummate the execution of an agreement for such work and work product and to carry out the purpose and intent of the foregoing resolution, and all actions heretofore taken in furtherance thereof are hereby ratified and confirmed in all respects.

ADOPTED this 3rd day of April 2026.

Brian Daniel, Chair, Board of Governors
Geo. L. Smith II Georgia World Congress Center Authority

Attest: _____
Crystal, Lowe, Assistant Secretary

{Authority Seal}

EXHIBIT A

A draft of Crown Linen LLC Services Agreement follows this page.
(17 pages)



EXHIBIT E

HOTEL PARTICIPATION AGREEMENT

THIS HOTEL PARTICIPATION AGREEMENT (this “HPA” or “Agreement”) and Services Agreement Addendum, made effective as of the March, 4th, 2026 (the “HPA Effective Date”), is by and between Geo. L. Smith II Georgia World Congress Center Authority owner of **Signia by Hilton Atlanta** (“Owner” and/or “Hotel”), with its principal office and place of business at **159 Northside Dr. NW, Atlanta, GA 30313**, and **CROWN LINEN LLC**, a Florida Corporation, located at **3235 NW 62nd Street, Miami, FL 33147** (“Supplier”). This HPA is made pursuant to that certain Master Supplier Agreement (the “Master Agreement”) between Supplier and **Hilton Supply Management LLC** (“HSM”). References to “you” and “your” shall refer to Supplier. References to “we” and “our” shall refer to Hotel.

1. DEFINITIONS: Capitalize terms used but not defined in this HPA have the meanings given to them in the Master Agreement.

2. SERVICES:

A. You agree to perform the Services with the highest level of professional skill, in accordance with industry standards and the terms of this Agreement.

B. The Services will be performed, and the Deliverables (as defined in the Statement of Work attached as Exhibit A hereto (“SOW”)) completed, to Hotel’s reasonable satisfaction. Hotel may reject deficient Services and Deliverables by notifying Supplier of such deficiencies in writing. Supplier will use best efforts to promptly correct such deficiencies to Hotel’s reasonable satisfaction. With respect to Services billed on a time and material basis, none of the following actions will be construed as either evidence of satisfactory performance of the Services by Supplier or acceptance of defective or non-conforming Services or Deliverables by Hotel: (i) the entry of daily time records into a record keeping system, (ii) the delivery of periodic reports regarding hours worked, or (iii) payment for such Services or Deliverables.

C. Supplier shall provide the applicable Services and related maintenance, technical, and remedial support to Participants in accordance with the service level commitments set forth in Exhibit A (the “Service Level Commitments”). Supplier will exercise good faith and reasonableness in assigning priority to provision of the Services. If Supplier breaches the terms of Exhibit A regarding the Service Level Commitments, depending on the nature and severity of the breach, each affected Participant shall have those rights and remedies set

forth on Exhibit A in addition to any remedies otherwise available pursuant to this Agreement.

3. TERM: Unless earlier terminated under this Agreement, this Agreement begins on the HPA Effective Date and expires at the end of the Term of 36 months. This Agreement may be renewed by the mutual written agreement of the parties for additional terms of up to 36 months.

4. FEES & EXPENSES: Subject to our acceptance of the Services, Hotel will pay the Fees as described in Attachment A. You are not eligible for any bonus, additional fees, or other compensation. You will be responsible for out-of-pocket expenses in connection with the Products and Services.

5. REPRESENTATIONS AND WARRANTIES: You represent, warrant and covenant that:

A. you are duly organized, validly existing, in good standing and qualified to do business under Applicable Laws where you are formed and in any jurisdiction in which you operate.

B. you have all requisite corporate power and authority to own and operate your assets, carry on your business, sign this Agreement, and grant any licenses under this Agreement.

C. the individual signing has the necessary authority and legal capacity to bind you.

D. you have and will maintain throughout the Term all qualifications required to perform the Services; and

E. You will not directly or indirectly pay, offer, give or promise to pay or authorize the payment of any money or other things of value to an official or employee of a government, public organization, HSM, any political party or candidate if any such payment, offer, act or authorization is for purposes of influencing



official actions or decisions or securing any improper advantage in order to obtain or retain business, or engaging in acts or transactions otherwise in violation of any applicable anti-bribery legislation or any of HSM's policies.

F. Neither you nor your owners, shareholders, officers nor directors own or are controlled by a "**Restricted Person**", which is defined as (1) the government of any country subject to an embargo imposed by the United States government, (2) an individual or entity located in or organized under the laws of a country that is subject to an embargo imposed by the United States Government, (3) individuals or entities ordinarily resident in any country subject to an embargo imposed by the United States Government, or (4) individuals or entities identified by an government or legal authority with whom you, HSM or HSM's Affiliates are prohibited or restricted including persons designated under the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Other Blocked Persons (including terrorists and narcotics traffickers); and similar restricted party listings, including those maintained by other governments pursuant to United Nations, regional or national trade or financial sanctions. You will notify Hotel in writing immediately upon an occurrence of the above events.

6. YOUR STATUS: You will provide the Services exclusively as an independent contractor. You may not hold yourself out as the employee, agent, officer, director, or representative of Hotel. You will not at any time represent that you or any of your directors, officers, officers, employees, agents or subcontractors are authorized to make any contracts, agreements or obligations on behalf of HSM or any of its Affiliates, and you will not take any actions on behalf of HSM or in HSM's name. You will be solely responsible for all payments related to your business and employees, including all taxes, and will report all payments as an independent contractor. You will ensure your employees and agents comply with all terms of this Agreement and Hotel rules and regulations. You will ensure your employees, agents or subcontractors (as permitted) will undergo initial and periodic background checks and any required

additional security checks if performing Services on Hotel Premises. You will ensure all third-party suppliers engaged to perform Services will sign an agreement containing terms substantially similar to the terms of this Agreement.

You agree and acknowledge that you are not entitled to participate in any of the benefit plans or programs that Hotel maintains for its employees. If any local, state or federal court, agency or other entity determines that you are considered an employee or common law employee of Hotel, or if for any reasons you were to meet the eligibility criteria of any benefit plan or program available to Hotel's employees or otherwise become eligible to participate in any Hotel-sponsored benefit plans or programs, you waive any right to participate in, retrospectively or prospectively, or receive any benefit(s) under any benefit plans or programs sponsored by HSM or its Affiliate. This waiver represents a material component of the terms and compensation agreed and is not in any way conditioned on any representation or assumption concerning your status. You make this waiver on behalf of your employees and agents.

7. PUBLICITY: You may not display or distribute any signs or notices on the Hotel Premises without prior written approval of Hotel. You may not issue public announcements or press releases relating to Hotel or HSM without prior written consent.

8. CONFIDENTIALITY: You will treat all information and materials provided to you by Hotel ("**Confidential Information**") as strictly confidential and with at least the same degree of care to prevent unauthorized use of access to, or disclosure of the Confidential Information that you use to protect your own most valuable confidential and proprietary information, but in no event less than a reasonable standard of care. Confidential Information may be disclosed in written or other tangible form (including on electronic or magnetic media) or by oral, visual or other means. You may use Confidential Information only for the purpose of providing the Products or Services. You will disclose or permit access to Confidential Information only to your employees and representatives who have a need to know the Confidential Information in order to provide the Services. You will be strictly liable for any disclosure or unauthorized use of Confidential



Information by any person to whom you disclose the Confidential Information.

Confidential Information does not include information that is publicly available, that you obtain from independent sources free of any obligation, other than through improper disclosure, or that you develop independently of and without reference to Confidential Information. If you are required by law, rule or regulation or court order to disclose any Confidential Information, you will promptly notify Owner and HSM in writing prior to making any disclosure and will reasonably cooperate with any effort by Owner or HSM or Affiliates to obtain a protective order or other remedy. At HSM's request, you will promptly return or destroy all Confidential Information in your possession or control and certify the same to HSM.

9. PRIVACY: If you obtain or have access to Personal Information (as defined in the Standards specified below), you agree to be bound by and comply with Hilton's Service Provider Data Protection Standards set forth at <http://www.hiltondistribution.com/privacyanddataprotectionstandards.htm> (the "**Standards**"), as such Standards may be amended from time to time. You agree to review on a regular basis the foregoing URL, or another URL provided by HSM to you, for any changes. If the other terms of this Agreement and the Standards conflict, the Standards shall control, unless a provision of this Agreement is more protective of Personal Information. If a provision of this Agreement is more protective of Personal Information than the Standards are, then this Agreement will control.

10. INTELLECTUAL PROPERTY: Except as set forth in this Section 10, all Services shall be the original work product of Supplier and its staff. Each Party retains ownership of its pre-existing intellectual property, including enhancements, derivatives, and modifications thereto (respectively, "**Pre-existing IP**"). Supplier grants Hotel a perpetual, fully paid-up, worldwide license to use, modify, copy, display, support, exploit, operate and maintain Supplier's Pre-existing IP that it provides to Hotel as part of the Services. Such license is irrevocable upon Hotel's payment of fees for the associated Services and is limited to Hotel on behalf of itself, its Affiliates, and its

network of managed and franchised hotels operating under one or more of the Hilton Marks. Supplier will not use or embed any intellectual property owned by third parties ("**Third Party IP**") unless (i) such use is expressly set forth in the SOW and (ii) Supplier has secured all rights as may be needed to provide such Third-Party IP to Hotel upon the same terms as applicable to Deliverables and Supplier's Pre-existing IP.

All Deliverables are works-made-for-hire (as defined under U.S. copyright law and other Applicable Laws) and will be, upon reducing to a tangible medium of expression, Hotel's property unless otherwise agreed in a SOW. If any Deliverable cannot legally be work-made-for-hire, Supplier hereby irrevocably and perpetually assigns all right, title and interest in and to the Deliverables to Hotel, waives any so-called "moral rights" and similar rights Supplier has throughout the world, and agrees to execute all documents required to evidence and effect Supplier's assignment. Supplier will take all reasonable precautions to safeguard all Deliverables in Supplier's custody. You acknowledge that HSM is the owner of all trademarks, trade names, service marks, copyrights and logos referring to Signia by Hilton or HSM (collectively "**Hilton Marks**") and Hotel is owner of all trademarks, tradenames, services marks, copyrights and logos referring to the Geo. L. Smith II Georgia World Congress Center Authority and its facilities ("collectively GWCC Marks") provided to you in connection with the Services. You do not have any ownership rights in the Hilton or GWCC Marks and may not use the Hilton or GWCC Marks in any fashion without the express written consent of Hotel or HSM, as the case may be. You will not take (or fail to take) any action if it will result in a challenge to the validity of the Hilton or GWCC Marks or ownership of the Hilton or GWCC Marks. You will not (i) contest or deny the validity of, right or title to the Hilton or GWCC Marks; (ii) encourage or assist others directly or indirectly to do so at any time; or (iii) use the Hilton or GWCC Marks in any manner that would diminish the value of the Hilton or GWCC Marks or harm the reputation of Hotel or HSM. You have no right to authorize any third party to use the Hilton or GWCC Marks. You will use the Hilton or GWCC Marks in



accordance with any guidelines and instructions provided by Hotel and HSM, as the case may be.

11. AUDIT: You will maintain records, data and information to substantiate your compliance with the Agreement. Hotel may examine and copy your books and records relating to the Services at any time during normal business hours and upon reasonable notice.

12. APPLICABLE LAWS, LICENSES AND LIENS: Each party will comply with all Applicable Laws in connection with this Agreement. You will maintain at your expense all permits or licenses required to perform the Services. You will keep all Hotel property free and clear from all liens. Hotel may require as a condition to payment waivers or releases of liens or receipts in full and an affidavit that all such claims have been fully satisfied.

13. ASSIGNMENT, SUBCONTRACTING: You will not assign nor subcontract your obligations under this Agreement, nor encumber this Agreement without HSM's prior written consent. Subject to providing prior written notice, each Party may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets or to any affiliate as part of a corporate reorganization. Hotel may assign, transfer or sublicense any of its rights under this Agreement to an Affiliate. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

14. INDEMNIFICATION: You will defend, indemnify and hold harmless Owner and Hotel and its respective officers, directors, agents, contractors, employees (collectively, the "**Hotel Indemnitees**"), against and from any and all allegations, demands, claims, liabilities, damages, or costs of any kind (including reasonable attorneys' fees), whether or not occurring during the Term ("**Claim(s)**"), (a) arising out of or in any way connected with (i) any Claims related to infringement, or alleged infringement of the rights of any person (including without limitation, copyright, patent, trade secret, trade mark, artist rights, rights of attribution, droit moral, privacy, publicity or other intellectual property laws) by your or your employees and agents; (ii) your violation or breach of any of the terms and conditions of this Agreement (including without limitation the obligation of compliance with the

Confidentiality, Privacy, and Applicable Laws, Licenses and Liens provisions); (iii) the negligence, willful misconduct, or omissions of your employees, contractors, or agents while performing Services on Hotel property and/or (b) proximately and directly caused by the Products. Any Hotel Indemnitee against whom a Claim has been made may, by notice, require Supplier to defend the Claim at its own expense and to reimburse the Indemnitees any amounts paid or payable, including reasonable attorney fees and costs. Notwithstanding any provision to the contrary contained in this Agreement, in all such cases where Owner is a named or becomes a named or indispensable party to any such proceeding or action in connection with the Hotel, the Attorney General of the State of Georgia (the "Attorney General") or a Special Assistant Attorney General so appointed by the Attorney General shall be the only party authorized to represent the interests of Owner in any legal matter in which Owner is a party or may be liable for payments or damages (whether by court decision, settlement or otherwise).

15. INSURANCE: You will maintain insurance at your own cost continuously throughout the Term and during any period in which you perform the Services. The insurance will comply with the requirements attached as **Attachment B**.

16. TERMINATION: Hotel may terminate this Agreement for any reason upon thirty (30) days' written notice to you. Hotel may terminate this Agreement immediately if:

A. You breach this Agreement, and you fail to cure your breach where such breach is capable of being cured within 10 days' of written notice of termination from Hotel.

B. There is a material adverse change in your financial condition, or you cease doing business.

C. Applicable Laws may materially interfere with your ability to provide the Services.

D. You violate any of the Confidentiality, Privacy or Applicable Laws, Licenses and Liens provisions of this Agreement.

17. POST-TERMINATION OBLIGATIONS: Upon termination of this Agreement, you will provide reasonable transition assistance to Hotel including



providing all Deliverables and Services, fully or partially completed, in the format requested by Hotel, and cooperating with any successor service provider. If Hotel terminates this Agreement for cause, you will pay costs of transition.

18. REMEDIES: You acknowledge that Hotel's remedy at law for breach of this Agreement would be inadequate. You therefore consent to temporary and permanent injunctive relief and/or specific performance in any proceeding brought to enforce this Agreement, without the necessity of proof of actual damage, in addition to all other remedies under this Agreement or available at law.

19. MISCELLANEOUS: (a) Except as provided below, any provision of this Agreement held unenforceable will be deemed severed from this Agreement. The remainder of the Agreement will remain in full force and effect. If a provision is held unenforceable because it is unreasonable, onerous or unduly restrictive, it will remain effective to the maximum extent permissible within reasonable bounds; (b) Provisions intended to survive (including Representations and Warranties, Your Status, Publicity, Confidentiality, Privacy, Intellectual Property, Audit, Applicable Laws, Licenses and Liens, Indemnification, Insurance, Post-Termination Obligations, Remedies, Miscellaneous, Modification; Entirety Of Agreement, and Governing Law and Venue)will survive the expiration or termination of this Agreement (c) if a conflict arises between the terms of the various documents that comprise the Agreement, the conflict will be resolved by prioritizing in the following order: (i) the HPA, (ii) the applicable SOW(s)), (iii) all other schedules, exhibits, and attachments to the foregoing, and (iv) all other documents not otherwise listed.

20. NATURE OF AGREEMENT: This Agreement does not grant you any license or other interest or real estate interest in Hotel Premises or assets, including without limitation, any software, hardware, website, tools,

data, intellectual property, or other property (collectively, "**Hotel Assets**"). Access to or use of any Hotel Assets is limited to the Hotel Assets listed in the applicable SOW for the purposes set forth in that SOW. Your use of Hotel Assets is limited, non-exclusive, fully revocable and only permitted to the extent such use is for Hotel's sole benefit, set forth in the SOW, and required to perform the Services on Hotel's behalf.

21. NOTICES: All notices to be given under this Agreement must be in writing and sent to the address specified above. Notices are effective on the earlier of: (a) one business day after being sent by next day delivery service; or (b) three business days after being sent by certified or registered mail. All notices will be sent to the receiving party's address as set forth in the applicable SOW.

22. MODIFICATION; ENTIRETY OF AGREEMENT: This Agreement is the full and complete understanding of the Parties regarding the Products and Services and supersedes any prior written or oral agreements. This Agreement may only be modified by a subsequent writing executed by duly authorized representatives of both Parties which expressly states that it is a modification of this Agreement.

23. GOVERNING LAW AND VENUE: This Agreement is governed by and interpreted under the laws of the State of Georgia, excluding any laws regarding the choice or conflict of laws. Any litigation concerning the Agreement or any aspect of the relationship between Hotel and Supplier created by the Agreement will be submitted to and resolved exclusively by the State or Federal courts of Fulton County..

24. COUNTERPARTS: This Agreement may be executed in counterparts and exchanged by facsimile or electronically scanned copy. Each such counterpart will be deemed to be an original and all such counterparts together will constitute one and the same Agreement.



IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

SUPPLIER: Crown Linen LLC

HOTEL: Geo. L. Smith II Georgia World Congress
Center Authority owner of

SUPPLIER

SIGNIA BY HILTON ATLANTA

By: 

By:

Name: Pablo Lucchesi
02/19/2026

Name:



ATTACHMENT A TO HPA
HOTEL LEVEL PARTICIPATION AGREEMENT
STATEMENT OF WORK

This Statement of Work “SOW” forms part of the Hotel Participation Agreement (“HPA”) by and between the parties set forth below (as defined as “Supplier” and “Hotel”). Supplier and Hotel are collectively the “Parties” and individually, a “Party”.

Supplier	Crown Linen LLC 3235 NW 62 nd Street, Miami, FL 33147 Ph 305 691 4048 fax 786 363 5062
Hotel	Geo. L. Smith II Georgia World Congress Center Authority owner of Signia by Hilton Atlanta
Premises	159 Northside Dr NW, Atlanta, GA 30313
Effective Date	April 4th, 2026
Term	36 months
Primary contact at Supplier	Pablo Lucchesi Managing Partner lucchesi@crownlinen.net Ph 305 760 6515 Cell 305 970 4386
Primary contact at Hotel	Christopher Guidice: Hotel Manager Christopher.guidice@hilton.com

1. Description of the Services and/or Products:

A. Services:

a. Quality:

- i. Supplier agrees to process all items belonging to Hotel separately from other Hotel’s merchandise
- ii. Supplier agrees to furnish, upon request, copies of all wash formulas to Hotel for approval.
- iii. Supplier agrees to process all items in accordance with the Textile Manufacturer’s instructions or as instructed by Hotel’s laundry service manager
- iv. **Re-Wash Process:** Through inspection during production, Supplier may identify items that need to be reprocessed due to problems with ironing quality, stains or other issues. These items will be kept at Crown to be reprocessed the following day at no charge to Hotel.
- v. **Stained Items:** Through inspection during production, Supplier may identify items with stains that cannot be removed with regular wash or re-wash process. These items will be returned to Hotel properly identified and packed in GREEN bags. Hotel shall determine in its sole and absolute discretion, the disposition of all items and whether such items are classified as rejected items.
- vi. **Torn items:** Through inspection during production, Crown may identify torn or worn-out items. These items will be returned to Hotel properly identified and packed in ORANGE bags.



- vii. **Reclaim Process:** From time to time, Hotel may decide to send stained items for a reclaim process. Hotel will send to Crown the items separately. At Supplier, the items are segregated into groups with similar types of stain (concrete, rust, etc.) and then reclaim in small washers with very strong formulas to remove the specific type of stain. Supplier will charge \$0.60 per pound for this service.
- b. Control of linens in transit.
- i. Supplier shall be responsible for all linen from the time it leaves the Hotel's facility until it is returned. Supplier agrees to replace any item lost or damaged while in its possession.
 - ii. Supplier will provide an NTEP approved, legal for trade industrial floor scale to be used by Hotel to weigh bins in and out of the property. The scale will always remain Supplier's property. Hotel is responsible and will bear the cost of making sure that the scale is always well maintained and operating properly. Supplier will periodically perform calibration on the scale by licensed technician.
 - iii. Pick Up Procedure: It is the Hotel responsibility to prepare the linen for pick-up and to daily prepare the document or manifest that is associated with the load. Hotel shall fill in a pre-printed "Pick-Up Ticket" containing the following information:
 1. Pick-up date and time.
 2. Hotel's name.
 3. A list of all carts being Picked Up showing:
 - a. Cart number.
 - b. Description of contents per cart: Hotel will use only one of 5 categories: Housekeeping Linen, F&B linen, SPA Linen, Pool & Beach and/or Other.
 - c. Soiled Net Weight of items.
 4. The "Pick-up Ticket" is presented in two ways and signed by Supplier's and Hotel's representatives. The signature on the ticket warrants completion of pick-up.
 5. All the bins will be weighed again at Supplier's facility upon arrival. Soiled Weight differences of more than 5% will be communicated immediately to Hotel.
 - iv. Delivery Procedure: Supplier will return bins containing clean linen to Hotel, together with a "Clean Delivery Ticket" including the following information:
 1. Delivery date and time.
 2. Driver's and Hotel's name.
 3. A list of all carts being delivered showing:
 - a. Cart number
 - b. A description of contents per cart: One of 5 categories / departments: Rooms Linen, Rooms Terry, F&B linen, SPA, Pool & Beach.
 - c. Clean Net Weight of items
 - d. Notes.
 4. The "Delivery Ticket" is presented in two ways.
 5. The carts containing clean linen will be weighed at Hotel's premises by a Hotel representative in the presence of a Crown Linen representative. All



differences in weight will be noted on the “Delivery Ticket” and the transaction will be finalized with the execution of this document by Crown’s and Hotel’s representatives.

c. Miscellaneous Provisions

- i. Supplier agrees to provide access to plant for Hotel’s inspection at any time.
- ii. Supplier always agrees to maintain proper security for plant.
- iii. Supplier agrees to maintain a mutually agreed contingency plan to handle major breakdowns and disasters. A current copy to be furnished to Hotel.
- iv. Supplier agrees to have backup transportation equipment available to handle breakdowns.
- v. All Hotel or hotel guest property will be returned daily with written and signed documentation of the return.
- vi. Supplier will provide proof of insurance that is satisfactory to Hotel
- vii. Supplier will provide TBD bins for the sole use of transportation of soiled and clean items between Hotel’s premises and Crown Linen, LLC. Bins will always remain Supplier’s property. Other usages, like storage of linens or other items, are not permitted by the agreement. Hotel is responsible for these bins while in Hotel’s possession. Hotel will sign a delivery form with the number of bins provided as initial stock. Hotel and Supplier will record the number of bins delivered to and picked up from Hotel’s premises daily to keep a balance of the bins in Hotel’s possession. Periodic physical inventories will be carried out to confirm the balance. Bins not accounted for will be Hotel’s responsibility and Crown Linen will bill them at its current replacement cost.
- viii. Supplier will help participate in Linen inventories at Hotel’s request if Hotel notifies Crown at least 48 hours prior to the date of inventory. Inventories will not be carried out during weekends or national holidays.

B. Hotel’s responsibilities:

a. Sorting of Soiled Linen: For pick-up, Hotel shall sort and prepare linen by separating items into 5 Categories / departments:

- i. HOUSEKEEPING LINEN: Hotel shall sort and place inside carts all linen belonging to the housekeeping department including all sizes of Sheets, Pillowcases, Duvet Covers, bedspreads, Blankets, Bed Skirts, Duvet inserts, Mattress Protectors, Baby Linen, Bath Towels, Hand Towels, Wash Clothes, Bathmats, Bath Rugs, Shower Curtain Liners, Robes and similar items. The housekeeping linens will be placed in carts separated from other categories/departments. The carts will be appropriately marked to reflect their contents. Items will be free of garbage.
- ii. SPA LINEN: Hotel shall sort and place SPA Linen, SPA Terry and similar SPA items in separate carts. The SPA linens will be placed in carts separate from other categories/departments. The carts will be appropriately marked to reflect their contents. Items will be free of garbage.



- iii. F&B LINEN: Hotel will sort and place napkins, tablecloths and similar F&B items in separate carts. The F&B linens will be placed in carts separate from other categories/departments. The carts will be appropriately marked to reflect their contents. Items will be free of garbage and kitchen and table utensils.
 - iv. POOL & BEACH: Hotel shall sort and place pool towels, beach towels, lounge covers and similar items in separate carts. The Pool & Beach linens will be placed in carts separate from other categories/departments. The carts will be appropriately marked to reflect their contents. Items will be free of garbage.
 - v. OTHER CATEGORIES / DEPARTMENTS: Hotel shall sort and place these similar items in separate carts. These linen items will be placed in carts separate from other categories/departments. The carts will be appropriately marked to reflect their contents. Items will be free of garbage.
- b. Hotel agrees to notify Supplier at least 48 hours in advanced when rolling out new linen. Hotel will send this new linen clearly marked and in separate containers from the rest of soiled linen. New linen will be processed using a special formula devised for this type of linen. If Hotel sends the new linen in cases, Crown will charge a handling fee for opening and disposing of boxes.
 - c. In the event that a new type / brand of linen is rolled out, Hotel agrees to send samples 1 week prior to the rolling out date to Supplier for testing and training purposes.

If a conflict between the SOW and a proposal from a Supplier (the “Supplier Proposal”), the SOW will prevail.

2. Equipment and Materials Required. Supplier shall provide all equipment and materials required to perform the Services except as specifically set forth in this SOW.

If Hotel allows Supplier to use Hotel equipment and/or materials, Supplier will inspect and take all risk associated with using Hotel equipment and/or materials. Further, Supplier waives any claim against the Indemnitees for any damages resulting from use of Hotel’s equipment and/or materials and insures that it will obtain similar waivers from its employees and/or contractors.

3. Deliverables and timelines: The following shall be the “Deliverables” under this SOW: *[describe the specific services and related products that are to be provided by the Supplier and the related deadlines or timelines]*

Deliverable	Due Date/Milestone

4. Fees and Payments:



Hotel agrees to pay the Fees as described below. Hotel agrees to reimburse Supplier for any expenses only if explicitly agreed below and such expenses will be paid in accordance with Hotel's standard reimbursement/expense account procedures. Supplier will be responsible for obtaining and complying with the Hotel's then-current policies.

Pricing, as set forth on Exhibit A-1, below is the list of the Services together with the applicable Sales Prices for all participating hotels. All Sales Prices are reflected in clean pounds and shall be effective and remain unchanged for the period commencing on the Effective Date and ending on December 31st, 2026 (the "Price Effective Period"). Adjustments to the Sales Prices after the Price Effective Period shall be governed by the following criteria: On January 1st, 2027, and thereafter on January 1st of every successive year of the Agreement, Supplier shall be entitled to increase Sales Prices by an amount equal to the percentage increases in the Consumer Price Index for Urban Consumers (CPI-U) U.S. City Average, published by United States Department of Labor, Bureau of Statistics. Supplier will notify participating hotel forty-five (45) days in advance of the change to Sales Prices for the upcoming twelve (12) month period.

5. Ordering and Payment Terms:

FOR SERVICES: Supplier shall provide Hotel with a written invoice with specificity and details as Hotel may require. Such invoice shall, at a minimum, identify the flat fee being charged and the interval, and the reimbursable expenses (on a line-item basis) (if applicable). The invoice will also include the total amount of fees charged by Supplier to date and a comparison of fees as against budget. Payment of any undisputed amounts will be due net thirty (30) days after receipt of the applicable invoice. Supplier will send invoices directly to the "Bill To" location as indicated by the applicable Hotel.

6. Reports:

- A. If requested by Hotel or otherwise required to be disclosed, Supplier will provide to Hotel the following:
- i. Supplier's State Employer Identification Number: [Enter State ID #].
 - ii. Supplier's worker's compensation insurance policy number: [Enter Workman's Comp #]. Supplier's insurance carrier information: [insert name of insurance carrier as well as contact person, address, and telephone number of insurance carrier].
 - iii. Vehicle Identification Number of any vehicle owned by Supplier that will be used in transportation in connection with any of the Services: [Enter Vehicle ID #].
 - iv. Vehicle Liability Insurance policy information: [insert number of vehicle policy that covers each vehicle and the name, address, and phone number of the insurance carrier].
 - v. Address of Real Property that is used to house workers: [if the Hotel will be housing any workers as part of this contract, you must fill in the Hotel's address here. If Hotel does not provide any housing, you can delete this item or insert N/A]
 - vi. Number of workers/Wages: [insert estimates if exact figures are not known]
 - vii. Total number of workers to be employed by contractor to provide the Services: [# of Workers].
 - viii. Total amount of all wages to be paid by Supplier in connection with the Services: [Amount of Wages].
 - ix. Date(s) on which Supplier will pay the wages: [Date Wages Paid].
 - i. Supplier's License Identification Numbers.



- x. State Supplier's License Identification Number:
- xi. Local Supplier's License Identification Number:
- xii. Federal Supplier's License Identification Number:
- xiii. Number of Independent Contractors (if any) to be employed by Supplier in providing the Services: If Supplier is utilizing independent contractors in providing the Services, then please list the current local, state and federal contractor license identification numbers.
- xiv. Such other information as requested by Participant.

B. Supplier Responsibility for Updates of Information: Supplier will inform Hotel immediately of any updates or changes to the information contained in Section 5 of this Attachment A. If there are any changes in the information contained in this Section 5, the parties will execute a written amendment to the Agreement containing such change.

7. **Warranties:** Supplier warrants that each Product manufactured or delivered hereunder shall (i) be free from defects in material and workmanship and shall conform to all applicable plans, specifications, requirements and samples; (ii) be merchantable and, if customized for Hotel, fit for its intended purpose; (iii) not infringe upon any patent, copyright or other intellectual property right of any other person or entity, and (iv) to the extent applicable, shall (A) not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act of 1938, as amended, and not be an article which under the provisions of Section 404 or 505 of said Act is prohibited from being introduced into interstate commerce; (B) not be adulterated or misbranded within the meaning of any state or municipal law which is similar to the Federal Food, Drug and Cosmetic Act; and (C) not be in a misbranded package within the meaning of the Federal Hazardous Substances Act. Supplier agrees to promptly notify HSM and Hotel in writing of any demand, complaint or proceeding or a claimed violation of any of the aforementioned laws, giving the name and address of the complaining party and the Product concerned.

Supplier warrants that it will convey good title to the Products and that the Products will be delivered free of any security interest or any other lien or encumbrance. All of Supplier's warranties with respect to the Products hereunder and all indemnities herein shall run to HSM, HSM, the Hotels at which they are used and each of their owners, partners, subsidiaries, affiliates, franchisees, and each of such persons' entities' officers, directors, agents, subcontractors, consignees, customers, guests, residents, visitors, licensees, invitees, permittees and employees (the "Indemnitees")



ATTACHMENT A-1
PRODUCTS / SERVICES / PRICES

(01/01/2026 to 12/31/2026)					
Category	Subcategory	Item	Price per Pound (USD\$)	Extra Per Unit (USD\$)	
Room's Linen	Flat Sheets	King / Queen / Double / Single	\$ 0.430	N/A	
	Fitted Sheets	King / Queen / Double / Single	\$ 0.430	N/A	
	Duvet Covers	King / Queen / Double / Single	\$ 0.430	\$ 1.18	
	Pillow Cases	King / Queen / Standard / Shams	\$ 0.430	N/A	
	Room's Linen Misc.	Bed Spreads		\$ 0.430	\$ 3.60
		Blankets		\$ 0.430	\$ 1.18
		Bed Skirts		\$ 0.430	\$ 3.60
		Duvet inserts		\$ 0.430	\$ 3.60
		Mattress Protectors		\$ 0.430	\$ 2.39
		Baby Linen		\$ 0.430	N/A
Room's Terry	Towels	Bath Towels	\$ 0.430	N/A	
		Hand Towels	\$ 0.430	N/A	
		Wash Clothes	\$ 0.430	N/A	
		Bath Mats	\$ 0.430	N/A	
		Bath Rugs	\$ 0.430	N/A	
	Room's Terry Misc.	Shower Curtain Liners	\$ 0.430	\$ 2.39	
		Robes Folded	\$ 0.430	\$ 0.57	
		Robes (Steam Tunnel)	\$ 0.430	\$ 1.43	
		Rags	\$ 0.430	N/A	
Pool & Beach	Pool Towels		\$ 0.430	N/A	
	Lounge Covers		\$ 0.430	N/A	
SPA	Spa Terry	Bath Towels	\$ 0.504	N/A	
		Hand Towels	\$ 0.504	N/A	
		Wash Clothes	\$ 0.504	N/A	
		Robes Folded	\$ 0.504	\$ 0.57	
		Robes (Steam Tunnel)	\$ 0.504	\$ 1.43	
	Spa Linen	Sheets	\$ 0.504	N/A	
		Fitted Sheets	\$ 0.504	N/A	
		Pillow Cases	\$ 0.504	N/A	
Food & Beverage	White & Color F&B	Napkins	\$ 0.504	N/A	
		Table Cloth Square (all sizes)	\$ 0.504	N/A	
		Table Cloth Rectangular (all sizes)	\$ 0.504	\$ 1.81	
		Table Cloth Round (all sizes)	\$ 0.504	\$ 1.81	
	F&B Misc.	Bar Towels	\$ 0.504	N/A	
		Aprons	\$ 0.504	\$ 0.60	
		Glass Towels	\$ 0.504	N/A	
		Microfiber Towels	\$ 0.504	N/A	
		Table Skirts	\$ 0.504	N/A	
		Chair Covers	\$ 0.504	N/A	
		Table Fitted Covers	\$ 0.504	N/A	
DELIVERIES					
Hotels Located within 50-mile radius of processing plant			included	\$ -	
Hotels Located outside 50-mile radius of processing plant			TBD	per delivery	
Second Same Day Delivery			\$	172.00	
Reclaim Process per lbs.			\$	0.766	
Required Pairs to Outsource Laundry				4	



ATTACHMENT B TO HPA

HOTEL SUPPLIER INSURANCE REQUIREMENTS

Insurance coverage is required from the time Supplier provides Products or commences performance of Services until the later completion of such Services or expiration of the Term. The requirements contained herein shall not be construed in any manner to relieve or limit Supplier’s indemnification obligations for any loss or claim arising out of this Agreement. Supplier agrees to provide insurance in accordance with the following:

Waiver of Subrogation – Supplier agrees to waive and shall require its insurers to waive all rights of subrogation against the Indemnitees.

Policies Primary and Non-Contributory – Coverage may be satisfied with any combination of primary, umbrella and/or excess policies. All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs of Hotel.

Acceptability of Insurance Carrier – All insurance shall be written by reputable insurers authorized to do business in the relevant jurisdiction(s) and currently rated “A- VII” or better by A.M. Best Company or otherwise acceptable to Hotel.

Additional Endorsements – Hotel ***shall be included as additional insured on the Auto Liability and General/Public Liability*** insurance policies.

Insurance Coverage	Limit
(a) Workers’ Compensation	Statutory
(b) Employer’s Liability	\$500,000 per accident for bodily injury or disease
(c) Commercial General/Public Liability (covering bodily injury, personal injury, property damage, products completed operations, advertising injury and contractual liability)	\$2,000,000 per occurrence
(d) Automobile Liability** <i>**only required if (i) the SOW requires use of an auto, (ii) if Supplier will drive a vehicle onto hotel property, and/or (iii) Supplier will transport passengers in performance of the Services.</i>	\$2,000,000 each accident

Proof of Coverage – Prior to the provision of Products or the commencement of performance of the Services, Supplier shall furnish certificates of insurance evidencing the insurance coverage, including endorsements if needed. The insurance policies shall provide that such insurance shall not be cancelled or materially changed without thirty (30) days’ written notice to Hotel. Upon Hotel’s reasonable request, Supplier shall provide, or make available for review, certified copies of all required insurance policies within ten (10) days of the request.

SIGNIA BY HILTON ATLANTA GEORGIA WORLD CONGRESS CENTER
SERVICES AGREEMENT ADDENDUM

This Addendum is made by and between Geo. L. Smith II Georgia World Congress Center Authority (“Owner”), owner of Signia by Hilton Atlanta Georgia World Congress Center (the “Hotel”) and Crown Linen LLC (“Provider”) to the Master Supplier Agreement (“MSA”) and the Hotel Participation Agreement (“HPA”) which HPA has an effective date of March 6, 2026, as well as to all future agreements, statements of work or any associated participation agreements, or terms and conditions between Owner and Provider (collectively the “Agreement”). For avoidance of doubt, this Addendum is only intended to modify the terms and conditions of the MSA with respect to the relationship between Hotel and Provider and shall not alter the terms and conditions of the MSA as to Provider and Hilton Supply Management LLC or any other relationship it governs. This Addendum is effective as of the date of the earliest agreement executed between the parties.

This Addendum is effective as of the date of the earliest agreement executed between the parties.

The parties to the Agreement hereby acknowledge that, due to the fact that the Hotel is owned by an instrumentality of the State of Georgia, it is subject to certain contracting restrictions. Accordingly, the parties expressly agree that the terms of this Addendum are incorporated by reference into the Agreement and take precedence over any contrary term contained in the Agreement. Therefore, the parties agree as follows:

1. Notwithstanding anything to the contrary contained in this Agreement, the Hotel and Owner cannot and do not agree to any type of indemnification obligation.
2. Notwithstanding anything to the contrary contained in this Agreement, the Hotel and Owner cannot and do not agree to any provision in the Agreement that calls for the laws of a state other than Georgia to govern the interpretation and enforceability of the contract.
3. Notwithstanding anything to the contrary contained in this Agreement, the Hotel and Owner cannot and do not agree to any provision in the Agreement requiring binding arbitration or mediation. Binding dispute resolution is statutorily restricted to the filing of a lawsuit in the Superior Court of Fulton County, Georgia. Additionally, Hotel and Owner cannot and do not agree to a waiver of jury trial and any such provision in the Agreement shall not apply to Hotel and Owner.
4. Notwithstanding anything to the contrary contained in this Agreement, the Hotel and Owner are insured by operation of law and do not agree to any contract term that requires the Hotel or Owner to maintain specific types of insurance that private companies routinely purchase and maintain (such as commercial general liability insurance). Any such provision requiring the purchase and maintenance of specific types of insurance shall not apply to Hotel and Owner.
5. Notwithstanding anything to the contrary contained in this Agreement, the Hotel and Owner do not agree to pay indirect, consequential, or incidental damages.
6. Notwithstanding anything to the contrary contained in this Agreement, the Hotel and Owner cannot and do not agree to a provision calling for the payment of interest for late payments, or paying late payment or cancellation penalties. Any such provision in the Agreement shall not apply to Hotel and Owner.
7. Notwithstanding anything to the contrary contained in this Agreement, the Hotel and Owner does not agree to the automatic renewal of the Term of the Agreement. The Term of the Agreement may be renewed upon the mutual, written agreement of the parties.


8. Notwithstanding anything to the contrary contained in this Agreement, the Hotel and Owner cannot and do not agree to pledge the State's credit to commit to expenditures that are above and beyond those expressly contemplated in a contract. The Hotel and Owner cannot agree to any provision that might require the Hotel or Owner to potentially expend money or efforts beyond those expressly contemplated within a contract. Any such provisions in the Agreement shall not apply to Hotel and Owner. Owner and Hotel will only pay for any actual travel expenses for services under the Agreement that are preapproved in writing by the Hotel's Director of Finance or his/her designee and are consistent with Owner's travel policy.
9. Notwithstanding anything to the contrary contained in this Agreement, the Hotel and Owner do not agree to any provision that contemplates that the Hotel and/or Owner becomes responsible for any risk of loss or damage to the products once they are put into the mail or turned over to the delivery company for processing and delivery to the Hotel or Owner. Any such provision in the Agreement shall not apply to Hotel and Owner.
10. Provider acknowledges and agrees that Hotel and Owner are subject to the Georgia Open Records Act ("the Act"). Notwithstanding anything to the contrary contained in the Agreement, no provision of the Agreement shall be read or interpreted to prevent the disclosure of records by Owner otherwise subject to disclosure under the Act and no prior notice shall be given to Provider of such disclosure. Determination of whether a record is subject to disclosure under the Act shall be at the Owner's sole discretion. For the avoidance of doubt, Confidential Information, if and as defined within the Agreement, shall not include information disclosable pursuant to the Act. In no event shall Hotel or Owner or any of their agents, representatives, consultants, directors, officers or employees be liable to Provider for the disclosure of all or a portion of any such Confidential Material or other information pursuant to a request under the Georgia Open Records Act.
11. Notwithstanding anything to the contrary contained in this Agreement, the Hotel and Owner is a tax-exempt entity of the State of Georgia and can only agree to pay taxes that are lawfully imposed upon it. Provider acknowledges that, as a state entity, the Hotel and Owner are exempt from most taxes. Any provision in the Agreement that requires the payment of taxes from which Hotel and Owner are exempt shall not apply to Hotel and Owner.
12. Notwithstanding anything to the contrary contained in this Agreement, Provider acknowledges and agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to the Hotel and Owner with respect to the Hotel property. For example, Provider will not claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to the managed property.
13. Notwithstanding anything to the contrary contained in this Agreement, the Hotel and Owner do not agree to provisions to a contract that can be unilaterally changed by the other party before or during performance. Any such provision in the Agreement that would allow the other party to unilaterally change any term of the Agreement shall not apply to the Hotel and Owner.
14. Notwithstanding anything to the contrary contained in this Agreement, the Hotel and Owner do not agree to or allow a vendor to file a lien against or security interest in Hotel property as it is actually property belonging to the State. Any provision in the Agreement that would purport to allow any entity to file a lien against or a security in the Hotel shall not apply to the Hotel and Owner.
15. Notwithstanding anything to the contrary contained in this Agreement, the Hotel and Owner do not agree to a contract provision that authorizes any person or firm other than the Georgia Attorney General to act as legal counsel to the Hotel or Owner or represent the Hotel or Owner in any legal proceeding. Any provision in the Agreement that requires or allows any person or firm other than the Georgia Attorney General to act as legal counsel for the Hotel and Owner shall not apply to Hotel and Owner.

16. Notwithstanding anything to the contrary contained in this Agreement, to the extent that Provider provides the Hotel or Owner with more than \$100,000.00 in goods or services by signing this Addendum, Provider certifies that it is not currently engaged in and agrees for the duration of this Agreement not to engage in a Boycott of Israel.

THE PARTIES:

PROVIDER or “You” or “Your”

Entity Name: Crown Linen LLC

Signed:  _____
02/19/2026

Name (Print):Pablo Lucchesi

Title: Managing Partner

OWNER

**Geo. L. Smith II Georgia World Congress Center Authority,
owner of Signia by Hilton Atlanta – Georgia World Congress Center**

Signed: _____

Name: Melana McClatchey

Title: Hotel Counsel, Administration

CERTIFICATE

The undersigned hereby certifies that I hold the position of Assistant Secretary, as stated below my signature, of the Geo. L. Smith II Georgia World Congress Center Authority and that the Resolution a true and correct copy of which is attached to this Certificate was duly adopted by the Executive Committee of the Board of Governors of the Authority at and in a public meeting duly scheduled and for which all public notices required by law were given.

Dated: April 3, 2026.

Crystal, Lowe, Assistant Secretary

{Authority Seal}

EXHIBIT B

A copy of the GWCCA Resolution – Kone Service Agreement [Elevator and Escalator Maintenance Services for Signia by Hilton Atlanta Hotel follows this page.
(82 pages)

**A RESOLUTION
OF
THE EXECUTIVE COMMITTEE OF
THE GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY
REGARDING
KONE, INC. SERVICE AGREEMENT
[ELEVATOR AND ESCALATOR MAINTENANCE SERVICES FOR SIGNIA BY
HILTON ATLANTA HOTEL]**

WHEREAS, the Geo. L. Smith II Georgia World Congress Center Authority (the “Authority”) owns and operates the convention and tradeshow facility known as the Geo. L. Smith II Georgia World Congress Center, Centennial Olympic Park, and other facilities; and

WHEREAS, pursuant to O.C.G.A. § 10-9-4(a), the general purpose of the Authority is to acquire, construct, equip, maintain, and operate the project, including but not limited to the Georgia World Congress Center, Centennial Olympic Park, and other facilities, in whole or in part, directly or under contract with the Department of Economic Development or others, and to engage in such other activities as the Authority deems appropriate to promote trade shows, conventions, and political, musical, educational, entertainment, recreational, athletic, or other events and related tourism within the state so as to promote the use of the project and the use of the industrial, agricultural, educational, historical, cultural, recreational, commercial, and natural resources of the State of Georgia by those using the project or visiting the state or who may use the project or visit this state; and

WHEREAS, pursuant to O.C.G.A. §10-9-4(b)(5), the Authority has the power to acquire, by purchase, gift, lease, or otherwise; to own, hold, improve, and use; and to sell, convey, exchange, transfer, lease, sublease, and dispose of real and personal property of every kind and character, or any interest therein, for its corporate purposes; and

WHEREAS, pursuant to O.C.G.A. §10-9-4(b)(6), the Authority has the power to make all contracts and to execute all instruments necessary or convenient to its purposes; and

WHEREAS, pursuant to O.C.G.A. §10-9-7 the management of the business and affairs of the Authority shall be vested in the Board of Governors, and the Board of Governors shall have the power to make bylaws, rules, and regulations for the operation, management, and maintenance of the Georgia World Congress Center, Centennial Olympic Park, and all other projects and properties of the Authority or as may be under the management and control of the Authority; and

WHEREAS, pursuant to O.C.G.A. § 10-9-15(a), the Authority is required to operate the project so as to ensure its maximum use, and in connection with and incident to the operation of the project the Authority may engage in such activities as it deems appropriate to promote trade shows, conventions, and tourism within the state so as to promote the use of the project and the use of the industrial, agricultural, educational, historical, cultural, recreational, and natural resources of the State of Georgia by those using or visiting the project; and

WHEREAS, pursuant to the Qualified Management Agreement (the “QMA”) dated April 14, 2021, between the Authority and Signia Hotel Management LLC (the “Manager”), the parties to that Agreement agreed to the terms and conditions pursuant to which the Manager would operate the Signia by Hilton Atlanta hotel on behalf of the Authority; and

WHEREAS, the QMA provides, in relevant part, that subject to the Approved Operating Plan and Budget promulgated under the QMA and other terms and conditions, the Manager may submit to the Authority for approval and execution, as applicable, contracts for services and goods, inventory, supplies and consumables, as appropriate, for hotel operations; and

WHEREAS, Kone, inc. (“Contractor”) seeks to furnish to the Authority on a contract basis specified work and work product in respect of elevator and escalator maintenance services for the Signia by Hilton Atlanta hotel, all on terms and conditions agreed upon by the parties; and

WHEREAS, the Authority apprehends that contracting for such work and work product is consistent with the corporate purposes and mission of the Authority and the Authority’s sound business practices; and

WHEREAS, pursuant to Section 14 of Article VII of the Authority’s Bylaws, except to the extent such authority is conferred upon the Chief Executive Officer or other officers of the Authority under or pursuant to the Bylaws, no officer or employee of the Authority is authorized to enter into any written or oral agreement binding upon the Authority; and

WHEREAS, pursuant to Section 5 of Article VII of the Authority’s Bylaws, the Chief Executive Officer is authorized to execute contracts related to the operation, in the ordinary course of business, of the Project, including contracts for the use of the Authority’s facilities, equipment, and services, but subject to the Bylaws and any policies, forms, and schedules as may be adopted or approved by the Board governing such contracts, and also to sign and execute other contracts in the name of the Authority when authorized to do so by resolution of the Board and to sign and execute contracts in the name of the Authority which are authorized by the Board when no other officer is designated by the Board; and

WHEREAS, pursuant to Section I of Article IV of the Authority’s Bylaws, the Executive Committee shall have the power to take any action which the Board of Governors has the power to take in a duly called and convened meeting, provided that any such action, together with the minutes of the meeting in which it was taken, shall be immediately reported in writing to all other members of the Board, and that such action shall be deemed binding on the Authority, and further provided that the Executive Committee shall not have the power to take any such action except on matters of an emergency nature which do not, in the reasonable judgment of the Executive Committee, permit deferral of action until the next regular meeting of the Board; and

WHEREAS, the action contemplated in this Resolution is a matter of an emergency nature which does not, in the reasonable judgment of the Executive Committee, permit deferral of action until the next regular meeting of the Board.

NOW, THEREFORE, BE IT RESOLVED by the Executive Committee of the Board of Governors of the Geo. L. Smith II Georgia World Congress Center Authority that the Chief Executive Officer is authorized, though not required, to execute and deliver, in substantially the form attached hereto as Exhibit A, but subject to the occurrence or satisfaction of any and all applicable contingencies, terms and conditions, an agreement with Kone, Inc. for specified elevator and escalator maintenance services, but only so long as such agreement complies with applicable law and, in the judgment of the Chief Executive Officer, is consistent with the corporate purposes and mission of the Authority and the Authority's sound business practices.

BE IT FURTHER RESOLVED that the Chief Executive Officer is authorized to take any and all actions, to execute and deliver any and all documents, agreements, certificates and instruments and to take any and all steps deemed by the Chief Executive Officer to be necessary or desirable to consummate the execution of an agreement for such work and work product and to carry out the purpose and intent of the foregoing resolution, and all actions heretofore taken in furtherance thereof are hereby ratified and confirmed in all respects.

ADOPTED this 3rd day of April 2026.

Brian Daniel, Chair, Board of Governors
Geo. L. Smith II Georgia World Congress Center Authority

Attest: _____
Crystal Lowe, Assistant Secretary

{Authority Seal}

EXHIBIT A

A draft of Kone, Inc. Services Agreement follows this page.
(77 pages)

INDIVIDUAL MAINTENANCE AGREEMENT

THIS INDIVIDUAL MAINTENANCE AGREEMENT AND SERVICES AGREEMENT ADDENDUM (this “**IMA**” or “**Agreement**”), made effective as of the 1st of **March 2026** (the “**IMA Effective Date**”), is by and between **GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY**, as owner of **SIGNIA BY HILTON ATLANTA** located at **159 Northside Dr. NW Atlanta, GA. 30313**, (the “**Hotel**”), and **KONE INC.**, a corporation in the state of Delaware, located at **1 KONE Court Moline, IL 61265** (“**Supplier**”). This IMA is made pursuant to that certain Master Supplier Agreement (the “**Master Agreement**”) between Supplier and **Hilton Supply Management LLC** (“**HSM**”). References to “**you**” and “**your**” shall refer to Supplier. References to “**we**” and “**our**” shall refer to Hotel.

1. PRODUCTS AND SERVICES. Supplier will provide the services described in this IMA, including the Addenda, Exhibits, and Appendices attached hereto (the “**Services**”), as well as any future products or services for which Supplier is specified or approved by HSM for Hotel. All Products and Services will be required to comply with the requirements of this Agreement and any applicable brand and/or corporate standards as set forth by HSM.

2. PAYMENT.

(a) Supplier will send a monthly invoice to Hotel for any Products or Services delivered in the prior month after each such month. Payment of any undisputed amounts will be due net sixty (60) days after receipt of the applicable invoice. Supplier will send invoices directly to the “**Bill To**” location as indicated by the Hotel from time to time. Supplier will accept purchasing cards as a form of payment in compliance with credit card fee structure.

3. REPRESENTATIONS AND WARRANTIES: You represent, warrant and covenant that:

A. you are duly organized, validly existing, in good standing and qualified to do business under Applicable Laws where you are formed and in any jurisdiction in which you operate;

B. you have all requisite corporate power and authority to own and operate your assets, carry on your business, sign this Agreement, and grant any licenses under this Agreement;

C. the individual signing has the necessary authority and legal capacity to bind you;

D. you have and will maintain throughout the Term all qualifications required to perform the Services; and

E. You will not directly or indirectly pay, offer, give or promise to pay or authorize the payment of any money or other things of value to an official or employee of a government, public organization, HSM, or Hotel or their Affiliates, any political party or candidate if any such payment, offer, act or authorization is for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engaging in acts or transactions otherwise in violation of any applicable anti-bribery legislation or any of HSM’s policies.

F. Neither you nor your owners, shareholders, officers nor directors own or are controlled by a “**Restricted**

Person”, which is defined as (1) the government of any country subject to an embargo imposed by the United States government, (2) an individual or entity located in or organized under the laws of a country that is subject to an embargo imposed by the United States Government, (3) individuals or entities ordinarily resident in any country subject to an embargo imposed by the United States Government, or (4) individuals or entities identified by any government or legal authority with whom you, HSM/Hotel or HSM’s/Hotel’s Affiliates are prohibited or restricted including persons designated under the U.S. Department of Treasury’s Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Other Blocked Persons (including terrorists and narcotics traffickers); and similar restricted party listings, including those maintained by other governments pursuant to United Nations, regional or national trade or financial sanctions. You will notify Hotel in writing immediately upon an occurrence of the above events.

4. YOUR STATUS: You will provide the Services exclusively as an independent contractor. You may not hold yourself out as the employee, agent, officer, director, or representative of Hotel. You will not at any time represent that you or any of your directors, officers, employees, agents or subcontractors are authorized to make any contracts, agreements or obligations on behalf of Hotel or any of its Affiliates, and you will not take any actions on behalf of Hotel or its Affiliates. You will be solely responsible for all payments related to your business and employees, including all taxes, and will report all payments as an independent contractor. You will ensure your employees and agents comply with all terms of this Agreement and Hotel rules and regulations. You will ensure your employees, agents or subcontractors (as permitted) will undergo initial and periodic background checks and any required additional security checks if performing Services on Hotel premises. You will ensure all third-party suppliers engaged to perform Services will sign an agreement containing terms substantially similar to the terms of this Agreement.

You agree and acknowledge that you are not entitled to participate in any of the benefit plans or programs that Hotel maintains for its employees. If any local, state or federal court, agency or other entity determines that you are considered an employee or common law employee of Hotel, or if for any reasons you were to meet the eligibility criteria

of any benefit plan or program available to Hotel's employees or otherwise become eligible to participate in any Hotel -sponsored benefit plans or programs, you waive any right to participate in, retrospectively or prospectively, or receive any benefit(s) under any benefit plans or programs sponsored by Hotel or its Affiliate. This waiver represents a material component of the terms and compensation agreed and is not in any way conditioned on any representation or assumption concerning your status. You make this waiver on behalf of your employees and agents.

5. PUBLICITY: You may not display or distribute any signs or notices upon Hotel premises without prior written approval of Hotel or the Hotel manager. You may not issue public announcements or press releases relating to Hotel, or HSM without prior written consent.

6. CONFIDENTIALITY: You will treat all information and materials provided to you by Hotel ("**Confidential Information**") as strictly confidential and with at least the same degree of care to prevent unauthorized use of, access to, or disclosure of the Confidential Information that you use to protect your own most valuable confidential and proprietary information, but in no event less than a reasonable standard of care. Confidential Information may be disclosed in written or other tangible form (including on electronic or magnetic media) or by oral, visual or other means. You may use Confidential Information only for the purpose of providing the Products or Services. You will disclose or permit access to Confidential Information only to your employees and representatives who have a need to know the Confidential Information in order to provide the Services. You will be strictly liable for any disclosure or unauthorized use of Confidential Information by any person to whom you disclose the Confidential Information.

Confidential Information does not include information that is publicly available, that you obtain from independent sources free of any obligation, other than through improper disclosure, or that you develop independently of and without reference to the Confidential Information. If you are required by law, rule or regulation or court order to disclose any Confidential Information, you will promptly notify Hotel in writing prior to making any disclosure and will reasonably cooperate with any effort by Hotel or its Affiliates to obtain a protective order or other remedy. At Hotel's request, you will promptly return or destroy all Confidential Information in your possession or control and certify the same to Hotel .

7. PRIVACY: If you obtain or have access to Personal Information (as defined in the Standards specified below), you agree to be bound by and comply with Hilton's Service Provider Data Protection Standards set forth at <http://www.hiltondistribution.com/privacyanddataprotectionstandards.htm> (the "**Standards**"), as such Standards may be amended from time to time. You agree to review on a regular basis the foregoing URL, or another URL provided by HSM to you, for any changes. If the other terms of this

Agreement and the Standards conflict, the Standards shall control, unless a provision of this Agreement is more protective of Personal Information. If a provision of this Agreement is more protective of Personal Information than the Standards are, then this Agreement will control.

8. INTELLECTUAL PROPERTY: Except as set forth in this Section 8, all Services shall be the original work product of Supplier and its staff. Each Party retains ownership of its pre-existing intellectual property, including enhancements, derivatives, and modifications thereto (respectively, "**Pre-existing IP**"). Supplier grants Hotel a perpetual, fully paid-up, license to use, modify, copy, display, support, exploit, operate and maintain Supplier's Pre-existing IP that it provides to Hotel as part of the Services. Such license is irrevocable upon Hotel's payment of fees for the associated Services and is limited to Hotel on behalf of itself, the Hotel Manager, and their Affiliates. Supplier will not use or embed any intellectual property owned by third parties ("**Third Party IP**") unless (i) such use is expressly set forth in the Individual Maintenance Addendum and (ii) Supplier has secured all rights as may be needed to provide such Third Party IP to Hotel upon the same terms as applicable to deliverables and Supplier's Pre-existing IP. Notwithstanding anything to the contrary, Supplier retains title and ownership of all intellectual property rights relating (whether directly or indirectly) to any materials provided by Supplier, including but not limited to spare parts, components, software, firmware, drawings, manuals, technical documentation or other technical unless purchased and owned by the property or noted on the IMA as supplied by or belonging to the property. Supplier retains exclusive title over any information related to the status and condition of the equipment collected from the elevators and escalators by Supplier via a remote monitoring system. The title in all spare parts and/or components removed from equipment by Supplier passes to Supplier upon their removal unless purchased and owned by the property or noted on the IMA as supplied by or belonging to the property. Hotel will not use software provided by Supplier, except in connection with the use and operation of the equipment.

All deliverables are works-made-for-hire (as defined under U.S. copyright law and other Applicable Laws) and will be, upon reducing to a tangible medium of expression, Hotel's) property unless otherwise agreed in a Individual Maintenance Addendum. If any Deliverable cannot legally be work-made-for-hire, Supplier hereby irrevocably and perpetually assigns all right, title and interest in and to the deliverables to Hotel waives any so-called "moral rights" and similar rights Supplier has throughout the world, and agrees to execute all documents required to evidence and effect Supplier's assignment. Supplier will take all reasonable precautions to safeguard all deliverables in Supplier's custody. You acknowledge that HSM is the owner of all trademarks, trade names, service marks, copyrights and logos referring to Signia by Hilton or HSM (collectively "**Hilton Marks**") and Hotel is the owner of all trademarks,

tradenames, service marks, copyrights and logos referring to the Geo. L. Smith II Georgia World Congress Center Authority and its facilities (“collectively “GWCC Marks”) provided to you in connection with the Services. You do not have any ownership rights in the Hilton or GWCC Marks and may not use the Hilton or GWCC Marks in any fashion without the express written consent of either Hotel or HSM, as the case may be. You will not take (or fail to take) any action if it will result in a challenge to the validity of the Hilton or GWCC Marks or ownership of the Hilton or GWCC Marks. You will not (i) contest or deny the validity of, right or title to the Hilton or GWCC Marks; (ii) encourage or assist others directly or indirectly to do so at any time; or (iii) use the Hilton or GWCC Marks in any manner that would diminish the value of the Hilton or GWCC Marks or harm the reputation of Hotel or HSM. You have no right to authorize any third party to use the Hilton or GWCC Marks. You will use the Hilton or GWCC Marks in accordance with any guidelines and instructions provided by Hotel or HSM, as the case may be.

9. AUDIT: You will maintain records, data and information to substantiate your compliance with the Agreement for not less than three (3) years after termination of this Agreement. Hotel may examine and copy your books and records relating to the Services at any time during normal business hours and upon reasonable notice.

10. APPLICABLE LAWS, LICENSES AND LIENS: Each party will comply with all Applicable Laws in connection with this Agreement. You will maintain at your expense all permits or licenses required to perform the Services. You will keep all Hotel property free and clear from all liens. Hotel may require as a condition to payment waivers or releases of liens or receipts in full and an affidavit that all such claims have been fully satisfied.

11. ASSIGNMENT, SUBCONTRACTING: You will not assign nor subcontract your obligations under this Agreement, nor encumber this Agreement without Hotel’s prior written consent. Subject to providing prior written notice, each Party may assign this Agreement in connection with a merger, acquisition or sale of all or substantially all of its assets or to any affiliate as part of a corporate reorganization, so long as the assignee has sufficient resources and financial means to perform the obligations of such Party under this Agreement. Hotel may assign, transfer or sublicense any of its rights under this Agreement to an Affiliate. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

12. INDEMNIFICATION: You will defend, indemnify and hold harmless Hotel, the Hotel’s manager, their Affiliates and their respective officers, directors, agents, contractors, employees (collectively, the “**Hotel Indemnitees**”), against and from any and all allegations, demands, claims, liabilities, damages, or costs of any kind (including reasonable attorneys’ fees), whether or not occurring during the Term (“**Claim(s)**”), (a) to the extent

arising out of or in any way connected with (i) any Claims related to infringement, or alleged infringement of the rights of any person (including without limitation, copyright, patent, trade secret, trade mark, artist rights, rights of attribution, droit moral, privacy, publicity or other intellectual property laws) by your or your employees and agents; (ii) your violation or breach of any of the terms and conditions of this Agreement (including without limitation the obligation of compliance with the Confidentiality, Privacy, and Applicable Laws, Licenses and Liens provisions); (iii) the negligence, willful misconduct, or omissions of your employees, contractors, or agents while performing Services on Hotel property and/or (b) proximately and directly caused by the Products. Any Hotel Indemnatee against whom a Claim has been made may, by notice, require Supplier to defend the Claim at its own expense and to reimburse the Hotel Indemnitees any amounts paid or payable, including reasonable attorney fees and costs. Notwithstanding any provision to the contrary contained in this Agreement, in all such cases where Owner is a named or becomes a named or indispensable party to any such proceeding or action in connection with the Hotel, the Attorney General of the State of Georgia (the “Attorney General”) or a Special Assistant Attorney General so appointed by the Attorney General shall be the only party authorized to represent the interests of Owner in any legal matter in which Owner is a party or may be liable for payments or damages (whether by court decision, settlement or otherwise).

13. TERMINATION. Hotel may terminate this Agreement for any reason upon thirty (30) days’ written notice to you. Hotel may terminate this Agreement immediately if:

- A. You breach this Agreement and you fail to cure your breach as specified in Section 1.4 of Exhibit 1 (Maintenance Specifications);
- B. There is a material adverse change in your financial condition or you cease doing business;
- C. Applicable Laws may materially interfere with your ability to provide the Services;
- D. You violate any of the Confidentiality, Privacy or Applicable Laws, Licenses and Liens provisions of this Agreement.

14. INSURANCE: You will maintain insurance at your own cost continuously throughout the Term and during any period in which you perform the Services. The insurance will comply with the requirements attached as **Exhibit 3**.

15. REMEDIES: You acknowledge that Hotel’s remedy at law for breach of this Agreement would be inadequate. You therefore consent to temporary and permanent injunctive relief and/or specific performance in any proceeding brought to enforce this Agreement, without the necessity of proof of actual damage, in addition to all other remedies under this Agreement or available at law.

16. MISCELLANEOUS: (a) Except as provided below, any provision of this Agreement held unenforceable will be

deemed severed from this Agreement. The remainder of the Agreement will remain in full force and effect. If a provision is held unenforceable because it is unreasonable, onerous or unduly restrictive, it will remain effective to the maximum extent permissible within reasonable bounds; (b) Provisions intended to survive (including Representations and Warranties, Your Status, Publicity, Confidentiality, Privacy, Intellectual Property, Audit, Applicable Laws, Licenses and Liens, Indemnification, Insurance, Remedies, Miscellaneous, Modification; Entirety Of Agreement, and Governing Law and Venue)will survive the expiration or termination of this Agreement (c) if a conflict arises between the terms of the various documents that comprise the Agreement, the conflict will be resolved by prioritizing in the following order: (i) the IMA, (ii) the applicable Individual Maintenance Addendum, (iii) all other schedules, exhibits, and attachments to the foregoing, and (iv) all other documents not otherwise listed.

17. NATURE OF AGREEMENT: This Agreement does not grant you any license or other interest or real estate interest in Hotel premises or other assets, including without limitation, any software, hardware, website, tools, data, intellectual property, or other property (collectively, “**Hotel Assets**”). Access to or use of any Hotel Assets is limited to the Hotel Assets listed in the applicable Individual Maintenance Addendum for the purposes set forth in that Individual Maintenance Addendum. Your use of Hotel Assets is limited, non-exclusive, fully revocable and only permitted to the extent such use is for Hotel’s sole benefit, set forth in the Individual Maintenance Addendum, and required to perform the Services on Hotel’s behalf.

18. NOTICES: All notices to be given under this Agreement must be in writing and sent to the address(es) specified in the attached Individual Maintenance Addendum. Notices are effective on the earlier of: (a) one business day after being sent by next day delivery service; or (b) three business days after being sent by certified or registered mail. All notices will be sent to the receiving party’s address as set forth in the applicable Individual Maintenance Addendum.

19. MODIFICATION; ENTIRETY OF AGREEMENT: This Agreement is the full and complete understanding of the Parties regarding the Products and Services and supersedes any prior written or oral agreements. This Agreement may only be modified by a subsequent writing executed by duly authorized representatives of both Parties which expressly states that it is a modification of this Agreement.

20. GOVERNING LAW AND VENUE: This Agreement is governed by and interpreted under the laws of the State of Georgia, excluding any laws regarding the choice or conflict of laws. Any litigation concerning the Agreement or any aspect of the relationship between Hotel and Supplier created by the Agreement will be submitted to and resolved exclusively by the State or Federal courts of Fulton County, Georgia .

21. COUNTERPARTS: This Agreement may be executed in counterparts and exchanged by facsimile or electronically scanned copy. Each such counterpart will be deemed to be an original and all such counterparts together will constitute one and the same Agreement.

22. EXHIBITS AND APPENDICES: This Agreement includes the following Addendum, Exhibits and Appendices:

- Individual Maintenance Addendum
- Exhibit 1 – Maintenance Specification
 - Appendix A – Equipment ID, Schedule, and Pricing
 - Appendix B – Performance Requirements, Key Performance Indicators and Penalties
 - Appendix C – Definitions
 - Appendix D – Extent and Scope of Services
 - Appendix E – Code-Mandated Tests
 - Appendix F – Preventive Maintenance Schedule and Maintenance Control Program
- Exhibit 2 – HSM Corporate Policies and Supplier Compliance Standards
- Exhibit 3 – Supplier Insurance Requirements

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

SUPPLIER:
KONE Inc.

By:



Name: Aaron Ites, Senior Vice President

RID: 1294808

HOTEL/:

**GEO. L. SMITH II GEORGIA WORLD
CONGRESS CENTER AUTHORITY d/b/a Signia
by Hilton Atlanta**

by Signia by Hilton Atlanta, its Managing Agent

By:

Name:

INDIVIDUAL MAINTENANCE ADDENDUM

1.1 GENERAL

This Individual Maintenance Addendum (“Addendum”), dated **March 1, 2026**, by and between **GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY** (“Hotel”) with its principal office and place of business at **159 Northside Dr. NW Atlanta, GA. 30313**, and which owns the **Signia by Hilton Atlanta** located at **159 Northside Dr. NW Atlanta, GA. 30313** (the “Property”) and KONE Inc. (“Supplier”), a Corporation in the State of Delaware with its principal office and place of business at KONE Inc. One KONE Court, Moline, IL 61261, is subject to and hereby incorporates by reference, that certain Individual Maintenance Agreement and Services Agreement Addendum dated **March 1, 2026** by and between **Signia by Hilton Atlanta** and Supplier (together with all Exhibits and Appendices thereto, the “Individual Maintenance Agreement”).

1.2 EQUIPMENT DESCRIPTION

- A. This Addendum covers the following vertical transportation systems and equipment at the property:

QUANTITY AND USAGE	TYPE OF UNIT	UNIT NUMBER/NAME	UNIT FEE (NET MONTHLY FEE AFTER HILTON 7% QUANTITY DISCOUNTS)	UNIT FEE (NET DAILY VALUE AFTER HILTON 7% QUANTITY DISCOUNTS)
10	Gearless Passenger	PE1 - PE10	\$1,638.00	\$53.85
5	Gearless Service	Service Elev A - E	\$1,638.00	\$53.85
6	Escalators	Esc 1-6	\$2,173.50	\$71.46
1	Hydraulic Freight	FE1	\$1,659.00	\$54.54

KONE’s monthly unit fee reflects the cost of providing an onsite resident technician rather than a standard per-unit service fee. Unit pricing is based on accounting breakdown only as the contract requires fixed dedicated labor. Should units be added or removed, we will provide a separate price based on equipment type and usage.

KONE will supply an onsite resident service technician for forty hours per week, Monday through Friday, excluding weekends and IUEC (International Union of Elevator Constructors) holidays. Onsite technician hours are defined as 7:00 AM to 3:30 PM. The monthly unit fee is based on this dedicated onsite technician coverage.

KONE has included 24/7 Connected Services Predictive Analytics for PE1-10 and Service Elevators A-E at no additional cost.

1. The remote monitoring device may be a built-in component of a new KONE elevator or installed later for the equipment. Through the 24/7 Connected Services, KONE collects, exports, and uses data generated by the equipment. KONE exclusively owns such data, the software and device used to gather and process it. Purchaser has no ownership or proprietary rights therein. Purchaser will not use the 24/7 Connected Services device, except in connection with the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

2. Purchaser consents to KONE using the data collected from 24/7 Connected Services, together with any associated site or equipment related descriptors, in its marketing materials. Including but not limited to social media, testimonials, case studies, brochures, videos, and other promotional materials, either during or after the term.

3. Repair and maintenance needs identified through the Services shall be performed based on the repair coverage agreed in the Agreement. Indicators or predictors will be reviewed for the need for immediate service, for inspection at the regular maintenance visit, or otherwise addressed at the sole discretion of KONE. Unless otherwise provided for in the Agreement, any callouts, repairs, or maintenance prompted by the KONE 24/7 Connected Services shall be performed during regular working hours of regular working days, Monday to Friday, statutory holidays excluded, of the International Union of Elevator Constructors (IUEC.) All response times generated by KONE 24/7 Connected Services shall be calculated starting at 8:00 a.m. local time the next business day.

4. In the event the 24/7 Connected Services are not provided for any reason, KONE will not necessarily pay refunds, credit, or other consideration to Purchaser, or adjust or reduce any pricing for any maintenance or service agreement, if applicable.

5. Should the Agreement expire or terminate, the Services, including phone services or data collection, will no longer be provided. Purchaser will provide KONE with access to the site to remove any device used for the collection of equipment data, in KONE's discretion. In such event, KONE shall have no obligation to collect, export, or analyze any data, or to provide the source code of any software in object code form. This provision shall survive the expiration or termination of the Agreement.

6. If the Customer uses its own SIM card, network connection, or connectivity (via wireless or wired) for the data transfer required by the Services, KONE shall not be liable for any costs of data transfer. In no event shall KONE be liable for any losses due to disruption in service. KONE does not warrant the services will be provided error-free or uninterrupted.

1.3 CALLBACK COVERAGE (CHOOSE ONE)

- A. Regular Time Callback Coverage: All work, except as otherwise noted in this Agreement, including unlimited call-back service, shall be performed during the building's regular hours. These hours are 7:00 a.m. to 5:00 p.m. Hotel, at its option, may request callback or normal service within the scope of this Agreement at no additional cost during those hours.

1.4 MAINTENANCE PLAN (CHOOSE ONE)

- A. Pro-Active Full Preventive Maintenance: Supplier shall regularly and systematically, on a continuous basis, examine, clean, lubricate and adjust the vertical transportation equipment and provide unlimited callback service during regular working hours and, as conditions warrant, in accordance with accepted industry standards and the applicable manufacturer's published specifications and technical field notes, including those published internally within the manufacturer's organization, repair or replace all portions of the equipment, except those specifically excluded, including but not limited to the work and coverage described hereinafter.

1.5 BILLING PLAN

BILLING DISCOUNT		
<input type="checkbox"/>	FREQUENCY	DISCOUNT %
<input type="checkbox"/>	MONTHLY	0%
<input type="checkbox"/>	QUARTERLY	1%
<input type="checkbox"/>	SEMI-ANNUAL	2%
<input checked="" type="checkbox"/>	ANNUAL	4%
BILLING DISCOUNT APPLIED ON TOP OF FEE BELOW		

1.6 FEE

- A. The fee shall be **Thirty-Nine Thousand Two Hundred Seventy-Four dollars (\$39,274.00)** per month (the “Fee”) for year 1 of service (net price after Hilton 7% quantity discount), **less the 4% annual billing discount as shown above.** The Fee shall be the only amount due hereunder for all work, services, supplies, equipment and obligations to be performed or supplied by Supplier in accordance with the scope of work under the IMA and this Addendum. Payments shall be made on an **annual** basis, due on the first day of each such billing period, beginning on the Commencement Date.

Prices shall be adjusted on an annual basis per standard IUEC labor / material increases (80/20 Split). Annual escalations shall be capped three percent (3%). This also applies to Standard Billing rate schedules.

LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION V TX, CO, OK, GA, FL, AR, TN, AL, MS, LA, KS, KY & NC	REGULAR	\$539.66	\$290.74	\$248.91	N/A
	TIME AND 7/10	\$768.69	\$417.97	\$350.71	N/A
	DOUBLE TIME	\$866.84	\$472.52	\$394.32	N/A

*** Rates indicated apply for work and travel time, performed outside the scope of the Agreement**

LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION V TX, CO, OK, GA, FL, AR, TN, AL, MS, LA, KS, KY & NC	TIME AND 7/10	\$316.71	\$172.20	\$144.50	N/A
	DOUBLE TIME	\$433.44	\$236.28	\$197.18	N/A

**Overtime premium rates apply for covered work and travel time performed outside of normal working hours (Premium Portion Only). Premium portion shall not include fringe benefits. Rates are subject to same annual escalation as maintenance pricing.*

1.7 COMMENCEMENT DATE

- A. 03/01/2026 – for a period of Five (5) years . At the conclusion of the term, the IMA may be renewed upon the mutual written agreement of the parties for a term of up to Five (5) years.

1.8 TERM

- A. The term of this Addendum shall commence on the Commencement Date and terminate on 02/28/2031. This Addendum may terminate with the termination of the Hilton Supply Management Master Services Agreement at the discretion of the Hotel . The terms and conditions of the Individual Maintenance Agreement and Services Agreement Addendum shall apply to this Addendum including without limitation the Hotel’s right to terminate this Addendum pursuant to the terms of the IMA, including, without limitation, based upon the failure by Supplier to meet the performance requirements under the Individual Maintenance Agreement with respect to the Equipment subject to this Addendum.

1.9 MAINTENANCE SERVICES

- A. Supplier shall perform the Services as defined in the Individual Maintenance Agreement for the equipment listed in Section 1.2 of this Addendum.

1.10 AUTHORIZED REPRESENTATIVES

- A. Supplier has appointed Jessica Still (Phone: 770-547-5089, (770) 427-3373, Email: Jessica.Still@KONE.com) to be its local representative, who is assigned to the property, and is authorized to act on Supplier’s behalf with respect to the property and Supplier’s related services and whose decisions, notices and directives shall be binding upon Supplier with respect to this property. Hotel has appointed Max Schroeder (Phone: 954.477.2501, Email: Max.Schroeder@hilton.com) as Hotel’s Representative authorized to act on Hotel’s behalf with respect to the property and Supplier’s related services

1.11 NOTICE

- A. If to Supplier:

KONE Atlanta
Attn: Jessica Still
1800 Sandy Plains Ind. Parkway, Suite 200
Marietta, GA 30066

If to Hotel:

Signia by Hilton Atlanta
Attn: Max Schroeder
159 Northside Dr. NW
Atlanta, GA. 30313

With a copy to:

[NAME OF Hotel]

B. IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year indicated above

Hotel: _____

By: _____

Name: _____

Title: _____

Supplier: KONE Inc.

By:  _____

Name: Aaron Ites _____

Title: Senior Vice President _____

EXHIBIT 1

MAINTENANCE SPECIFICATION

PART 1 - GENERAL

1.1 DUTIES OF SUPPLIER

- A. Supplier shall furnish all supplies, materials, parts, labor, labor supervision, tools, scaffolding, machinery, hoists, equipment (including employee safety equipment), lubricants, and technical information to provide proactive full preventive maintenance service including, but not limited to, cleaning, lubrication, adjusting, parts replacement, repair, and callback service. All work shall be in conformity with highest standards and best industry practices, applicable laws, and all expressed and implied provisions of this Agreement for the complete vertical transportation systems and units detailed in Section 1.2 of the Individual Maintenance Addendum and in Appendix A (Equipment ID, Schedule, and Pricing) of this Agreement.

1.2 AGREEMENT INTENT

- A. The intent of this Agreement is to maintain the elevator equipment to the highest industry standards using “industry best” practices by continuously preserving and maintaining the condition, appearance, and performance of the elevators and escalators in keeping with their original and modernized design. The purpose of the maintenance program specified herein is to provide the following:
 - 1. Safe, consistent, and reliable operation
 - 2. Maximum operational performance
 - 3. Maximum beneficial usage
 - 4. Maximum life cycle
- B. Supplier shall assign a National Account Manager (“Manager”) to work directly with Hotel’s representative. Supplier shall be responsible for all matters pertaining to this Agreement and Manager shall be Hotel’s primary contact in relation to on-going service issues involving any of its participating properties.
- C. Supplier acknowledges Hotel is relying on Supplier’s professional expertise in performance of Services to achieve and comply with the Agreement intent.
- D. Supplier accepts full responsibility for the equipment, as it exists on the effective date of this Agreement and will leave it in a condition acceptable to Hotel, or a mutually agreeable third-party consultant, at the termination date.
- E. Supplier acknowledges Hotel provided free access to and sufficient time for adequate examination of the equipment listed in Appendix A, Hotel site conditions, and a review of service records. Supplier further acknowledges the specified vertical transportation equipment has been evaluated by Supplier, and Supplier has determined the equipment is in serviceable operating condition. The Supplier accepts full and complete responsibility for all of the maintenance service, repair, cleaning, and testing of the specified vertical transportation equipment listed, in “as is” condition, in accordance with this Agreement. No pre-maintenance

repairs will be considered unless it is noted on Appendix A at the time of the RFP. See general clarifications on page E-1.

- F. Invoicing Requirements. The following criteria must be clearly met for payment of any invoice:
1. Travel time clearly identified and a separate line item on technician's time sheet.
 2. Site arrival time and departure time clearly identified on technician's time sheet.
 3. Service call and work description clearly identified on technician's time sheet.
 4. Intentionally deleted.
 5. Travel expenses and/or surcharges shall not be allowed.
 6. Supplier's invoice must include clear and concise detail of service call and work complete.
 7. Supplier's invoice must include clear and concise detail of travel hours billed and hourly rate utilized.
 8. Supplier's invoice must include clear and concise detail of time on job and hourly rate utilized.
 9. Supplier agrees to bill Hotel for upgrades or billable repairs within 60-days of completion of project or invoice will be credited twenty percent (20%) per month after the initial sixty (60) days.
 10. Supplier agrees to respond to any requests for invoice clarification within 15 days of a request from the Hotel or invoice will be credited twenty percent (20%) per month after the initial fifteen (15) days.
 11. Supplier will, at the request of Hotel or their representative provide any and all requested invoices and/or proposals submitted by Supplier. This request may also include all paid or outstanding invoices/proposals submitted within the previous 12 calendar months.
- G. Properties reserve the right to change levels (scope) of service and corresponding price levels (i.e., Base Scope, Alt 1 or Alt 2). Escalation rates (year over year) will be applied to the current monthly pricing.

1.3 OBSOLESCENCE

- A. Definition of Obsolescence: A system, component, or part shall be defined as obsolete if ALL the following conditions are true. If one or any of the below conditions are not true, the system, component, or part shall be defined as NOT OBSOLETE and covered under this contract.
1. The system, component, or part is no longer repairable or re-buildable in the same form fit, and function.
 2. The system component or part is no longer supported, manufactured, available in-stock or supplied by the OEM in the same form, fit, and function.
 3. The system component or part is no longer supported, manufactured, available in stock, or supplied by Non-OEM Elevator/Escalator systems parts supplier or other 3rd party parts supplier or fabricator in the same form, fit and function.
- B. During the term of this Agreement, any system, component, or part not meeting the Definition of Obsolescence in 1.3A shall be covered as prescribed in this document. Systems, Components or Parts which are repairable or re-buildable as noted above shall be covered under the following conditions:
1. Part is repairable, in the same form and fit, either through the manufacturer or through any third-party provider, up to the cost that the original part would have been at its latest available date.
 2. Part is able to be custom manufactured, in the same form and fit, up to the cost that the original part would have been at its latest available date.

3. Additionally, if cost of the part repair or fabrication is greater than the original part, Supplier shall submit documentation, for Hotels approval prior to such repair or fabrication, to substantiate the original part cost and the current repair/fabrication cost. Hotel shall not be responsible for additional labor cost associated with this repair or fabrication.
- C. Should a part become obsolete meeting the definition in 1.4 A, the Supplier shall submit the following:
1. A separate quotation to the Hotel stating:
 - a. The cost of the obsolete part (based on the latest pricing information available) and the cost of the replacement part. Hotel shall only be responsible for the cost difference in parts.
 - b. The cost of labor to replace the obsolete part and the cost of labor to install the replacement part. Hotel shall only be responsible for the cost difference in labor.
 2. Documentation to substantiate the part is obsolete and attempts to locate third party providers has occurred for any material cost associated with the part.
 3. Documentation as to equipment changes required to replace the obsolete part with that of the new part for any labor costs associated with the part replacement.
- D. If Supplier, Hotel, or any third party consultant, receives a notice of “component or part obsolescence” from a third-party non-OEM elevator system parts supplier, not owned by or in any way affiliated with the Supplier, during the course of this agreement then Hotel will evaluate a claim of obsolescence. Claim may include only the necessary retrofit material and only the additional portion of labor above and beyond what would have been required to replace the obsolete component or part with an OEM original component or part.
- E. No other claim for obsolescence of any kind will be considered by the Hotel during the course of this agreement.

1.4 CANCELLATION

- A. Notice to Cure - If Supplier violates any provision or fails to properly perform services required by this Agreement on any unit, Hotel shall advise Supplier of deficiencies (a “Notice to Cure”) and shall allow Supplier five (5) days unless otherwise agreed, to formalize a deficiencies correction action plan at Supplier’s expense and to Hotel’s sole satisfaction. Unless agreed to by Hotel in writing, all deficiencies must be remedied within 30-days. If Supplier fails to comply or remedy in the allotted time, Hotel shall have the right to terminate this IMA.
- B. Forty-five (45) days after initial written notice of deficiencies, Hotel, may perform or cause to be performed all or any part of Services and Supplier agrees that it shall reimburse Hotel for any expenses incurred. Hotel shall deduct said expense from any sum owed to Supplier.
- C. If Supplier fails to comply or remedy in the allotted time, Hotel shall have the right to retain a qualified Elevator Consultant acceptable to both parties to conduct a non-binding mediation of any disputes as identified in Section 1.15 HOTEL’S RIGHT TO INSPECT AND REQUIRE WORK.
- D. Following the second notice of deficiencies per Section A above (2nd incident requiring a Notice to Cure), the Hotel shall have the right to cancel with 30-days' notice, at the Hotel’s convenience.

- E. Failure to maintain the performance requirements and meet KPI requirements can result in a Notice to Cure as outlined above.
- F. The waiver by Hotel of a breach of any provision of this Agreement by Supplier shall not be construed as a waiver of any subsequent breach by Supplier.
- G. If the Hotel covered by this Agreement is sold, the new Owner may assume this Agreement at its discretion by assignment or other means.
- H. Hotel may modernize all or a portion of vertical transportation units during the term of this Agreement. Modernization is any "Alteration" as defined by ASME A17.1 and A17.2 Code ("Code"). Any modernization will be competitively bid and if the successful bidder is not the current Supplier then the Supplier agrees that this contract may be cancelled at the sole discretion of the Hotel. The Hotel is under no obligation to include the Supplier in the bidding process.
- I. If this Agreement Is Cancelled:
 - 1. Supplier agrees to take actions reasonably necessary to cause an orderly transition of Services to another contractor without detriment to the rights of Hotel or to continue operation of the Hotel including, but not limited to, refraining from any interference or disruption of occupants or other contractors.
 - 2. Supplier shall immediately deliver to Hotel all reports, records, as-built wiring diagrams, portable electronic diagnostic devices supplied (supplied or owned by Hotel), access codes (owned by Hotel), and other materials and documentation related to and required to facilitate services required by this Agreement. Supplier will declare owned equipment within 60-days of executing the Agreement. Participant has 30-days to dispute. Agreed list will be added to IMA in Attachment E.

1.5 RESERVED.

1.6 SUPPLIER SERVICES

- A. Services shall include all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision and all other work and materials expressly required under this Agreement, or reasonably inferred, whether or not expressly stated herein.
- B. Supplier shall coordinate and follow the directives of Hotel and Hotel Manager with respect to scheduling Services and any deliveries hereunder or at a time or times further specified in other provisions of this Agreement.
- C. Services shall be performed as follows:
 - 1. In conformance with all provisions of this Agreement including Appendices, Exhibits, and all attachments.
 - 2. In conformance with all applicable original equipment manufacturer's specifications.
 - 3. In conformance with the written Maintenance Control Program (MCP) referred to in Section 1.20.A below and as otherwise agreed in the IMA (including the Individual Maintenance Addendum, and other Exhibits, Appendices and attachments thereto).
 - 4. In conformance with Hotel's and/or the Hotel manager's rules, policies, regulations, and requirements for work at the Hotel, as modified and supplemented during the term of this Agreement. As communicated and if within scope of this agreement.

5. In conformance with Hotel's requirements for cleanup using containers supplied by Supplier.
 6. To Hotel's satisfaction in conformance with this Agreement.
 7. By qualified, careful, and efficient employees in conformity with best industry practices.
 8. Diligently, to highest industry standards, in a complete and workman-like manner, free of defects or deficiencies.
 9. In such manner as to minimize any annoyance, interference, or disruption to occupants or guests of the Hotel and their invitees.
- D. Supplier shall initiate, maintain, and supervise all safety precautions and programs in connection with Services, and comply with all applicable safety laws. Supplier shall take all reasonable precautions for the safety of Hotel, Hotel's guests and tenants, Hotel's employees, Supplier's employees, and other persons on or about the property.
- E. Supplier shall repair, to satisfaction of Hotel, any damage to the property and adjacent areas caused by Supplier in the performance of Services. This excludes building structural deficiencies which may be identified during periodic safety testing.
- F. Supplier's additional services:
1. Attendance and assistance at third party annual internal review of escalators and moving walks.
 2. Attendance and assistance to facilitate cleaning of the exterior glass surface of observation elevator car enclosures and the interior surface of the glass enclosed hoist ways of observation elevators. This shall be accomplished on an annual basis. Supplier may require certain waivers for third party contractors/employees. This work will be limited to two (2) hours per unit per year. Hotel will provide a minimum of one (1) weeks' notice.
 3. Attendance and assistance to facilitate re-lamping of architectural lighting in equipment pits, hoist ways, or elevator car tops. Supplier may require certain waivers for third party contractors/employees. If re-lamping is required, Supplier shall respond within 48 hours during regular working hours. This work will be limited to two (2) hours per unit per year. Hotel will provide a minimum of one (1) weeks' notice.
 4. Attendance and assistance to facilitate Emergency Power testing during regular working hours, as detailed within this document and Appendices. If services are requested during overtime, the rate billed shall be the regular time rate plus the applicable overtime premium at the hourly rates as detailed within these documents and appendices. Hotel will provide a minimum of 2 weeks' notice for overtime or regular time standby requests.
 5. Attendance and assistance to facilitate Fire Service initiating devices. If services are requested during overtime, the rate billed shall be the regular time rate plus the applicable overtime premium at the hourly rates indicated in as detailed within this document and Appendices. Hotel will provide a minimum of 2 weeks' notice for overtime or regular time standby requests.
 6. Supplier shall conduct and log monthly fire service testing in months that they are on site for regular service visits. For alternate months, the property will be responsible for testing and logging fire service. Note: For properties that choose Alternate 1 scope of work, all fire service testing will be the responsibility of the Supplier.

1.7 SUPPLIER COMPLIANCE WITH LAWS

- A. Supplier agrees to comply with all current laws, codes, rules, and regulations set forth by appropriate authorities having jurisdiction in the locations where Services are performed that are

in effect at the time of execution of this Agreement. In the event of differing testing requirements between this Agreement and local codes or ordinances, the more stringent requirement shall prevail.

- B. The Supplier shall not be required to install new attachments or perform tests as may be recommended or directed by inspecting entities; insurance companies; and federal, state, or municipal governmental authorities subsequent to the date of this Agreement, unless compensated for such tests, installation, or services.
- C. Supplier must complete all Code-Mandated Testing and work tasks as detailed in Appendix E.

1.8 SUPPLIER'S EMPLOYEES

- A. This Agreement is not one of agency, partnership, master-servant, or joint employer, but one with Supplier engaged in the business of providing Services hereunder as an independent contractor. Supplier shall have sole responsibility for the means, methods, techniques, procedures, and safety precautions in connection with performance of Services.
- B. Supplier shall be responsible for the supervision and execution of Services by its employees. An onsite condition review shall be conducted by the designated Supervisor of Supplier on an annual basis to ensure that all Services hereunder are performed properly. Supplier shall designate its Supervisor and inform Hotel of the person responsible for execution of Service, and Supervisor shall have the authority to act as Supplier's agent. Supervisor shall notify Hotel of site inspection and provide Hotel with a written summary of findings within ten working days after completion of site review.
- C. Reserved.
- D. Supplier agrees that its employees are properly qualified and will use reasonable care in the performance of Services. Supplier agrees that all work shall be performed by, and under the supervision of, skilled, experienced elevator service and repair persons directly trained, employed, and supervised by Supplier. Any and all employees performing work under this Agreement shall be satisfactory to Hotel. Hotel shall be given at least thirty days' notice prior to making changes to site-specific mechanic/employees.
- E. If Hotel, in Hotel's sole opinion, determines, for any reason, that the qualifications, actions, or conduct of any particular Supplier employee has violated this Agreement by performing unsatisfactory Services, interfering with operation of the Hotel, bothering or annoying any occupants, other contractors, or subcontractors then at the Hotel, or that such actions or conduct is otherwise detrimental to Hotel, then upon Hotel's notice, Supplier shall immediately provide qualified replacement persons.
- F. Supplier shall not engage any subcontractors or other parties to perform Services unless first approved in writing by Hotel. Hotel's acceptance of subcontractors or other parties shall not relieve, release, or affect in any manner any of Supplier's duties, liabilities, or obligations hereunder, and Supplier shall at all times be and remain fully liable hereunder.
- G. Supplier employees are required to wear standard matched uniforms with a company logo. Each employee shall be required to have on their person a company ID card for identification as a current company employee.

- H. Supplier represents and warrants that it has done all appropriate background check and investigations of employees and is solely responsible for the actions of their employees in the execution of Services under this Agreement.

1.9 HOURS AND MANNER OF WORK

- A. All work, except as otherwise noted in this Agreement, including unlimited call-back service, shall be performed during the Hotel's regular hours. These hours are 7:00 a.m. to 5:00 p.m. Hotel, at its option, may request callback or normal service within the scope of this Agreement at no additional cost during those hours. Emergency callback service requested prior to 4:00 p.m. but answered after 5:00 p.m. shall be considered a regular one-hour callback; after which it shall be in accordance with the following:
- B. Response Time for Callback Service:
 - 1. During regular time hours identified above, Supplier shall arrive at property within 60 minutes from time of notification of equipment problem or failure by Hotel. For callbacks placed during regular time hours, the portion of work that could have been accomplished from the required arrival time of technician to the end of the defined workday shall not be billed at overtime rates.
 - 2. During the regular time hours identified above, Supplier shall arrive at property in response to passenger entrapment calls within 60 minutes from time of notification by Hotel.
 - 3. During hours outside those identified above, Supplier shall arrive at property within 120 minutes from time of notification of equipment problem or failure by Hotel.
 - 4. During hours outside those identified above, Supplier shall arrive at property in response to passenger entrapment calls within 60 minutes from time of notification by Hotel. Under no circumstances, whether Hotel chooses regular time callback coverage or overtime callback coverage, will entrapments be billable. Entrapments will be responded to 24/7 at no additional charge.
- C. If additional work within the scope of this Agreement is requested during overtime hours, Hotel shall pay only the difference between regular time and overtime hours at the hourly rates indicated in as detailed within this document and Appendices, except for that work that is EXCLUDED, which includes but not limited to misuse, abuse, vandalism, or power failures, etc.
- D. If additional work beyond the scope of work enumerated in this Agreement is requested during regular hours, the regular time hourly rates as detailed within this document and Appendices shall apply at the hourly rates indicated.
- E. If additional work beyond the scope of work enumerated in this Agreement is requested during overtime, the rate billed shall be the regular time rate plus the applicable overtime premium at the hourly rates indicated within this document and Appendices.
- F. Hotel has the option to elect overtime callback coverage at an agreed upon price. If this option is chosen Supplier shall respond to callbacks at no additional cost during regular time and overtime working hours. Pricing for this option will be including on the pricing spreadsheet (Appendix A).
- G. If re-lamping of fixtures is required, Supplier shall respond within 48 hours during regular working hours.

- H. **Minor Shutdown:** Minor Shutdowns are shutdowns remedied by typical, readily available, in warehouse stock-able or adjustment related components. If a unit shuts-down or is removed from service for repair (as covered by the terms of this Agreement) Supplier shall be responsible for ensuring that minor shutdowns and/or breakdowns are repaired so the affected unit is not out of service for more than twenty-four (24) total hours after Supplier has been notified of the problem.
1. Minor shutdowns and/or breakdowns are including but not limited to issues such as door rollers, door belts, hoistway roller guides/slide guides, electrical or mechanical adjustments, fuses, relays, contacts, handrail guide rollers, comb plates, safety switches, etc.
 2. Hotel will allow time extensions to compensate for part/procurement issues associated with sole-source part/procurement distributors being closed due to weekend or holiday hours (Supplier responsible for providing formal documentation/notification of delay/s).
 3. Supplier's failure to timely complete such repairs will constitute a delay by Supplier. Supplier shall complete such repairs on an overtime basis, not to exceed two (2) mechanic hours of overtime per occurrence, exclusive of travel time, as directed by Hotel, at no additional cost to Hotel.
- I. **Regular Shutdown:** Regular Shutdowns are shutdowns remedied by typical, readily available systems, subcomponents which can be procured via standard stock, overnight delivery, etc. If a unit shuts-down or is removed from service for repair (as covered by the terms of this Agreement) Supplier shall be responsible for ensuring that typical/average shutdowns and/or breakdowns are repaired so the affected elevator/unit is not out of service more than seventy-two (72) total hours after Supplier has been notified of the problem.
1. Regular shutdowns and/or breakdowns are including but not limited issues such as wye-delta contacts, starter contacts, valves, pump motors, hydraulic packings, microprocessor boards, push buttons, escalator steps or step treads, etc.
 2. Hotel will allow time extensions to compensate for part/procurement issues associated with sole-source part/procurement distributors being closed due to weekend or holiday hours (Supplier responsible for providing formal documentation/notification of delay/s).
 3. Suppliers' failure to timely complete such repairs will constitute a default by Supplier. Supplier shall complete such repairs on an overtime basis, not to exceed four (4) team hours of overtime per occurrence exclusive of travel time, as directed by Hotel, at no additional cost to Hotel.
- J. **Major Shutdown:** Major Shutdowns are equipment failures remedied by major components requiring fabrication, equipment specific modifications/specializations, extended trucking/delivery due to size, etc. If a unit shuts-down or is removed from service for repair (as covered by the terms of this Agreement) Supplier shall be responsible for providing Hotel a written schedule for the repair no later than forty-eight (48) hours after the unit is out of service. Upon approval of the repair schedule by Hotel, Supplier shall be responsible to meet all commitments therein.
1. Major shutdowns and/or breakdowns are including but not limited to issues such as hoist ropes, worm gear, drive repair/replacement, etc.
 2. Hotel will allow time extensions to compensate for part/procurement issues associated with sole-source part/procurement (Supplier responsible for providing formal documentation/notification of delay/s).
 3. If Supplier fails to complete such repairs per approved schedule, Supplier shall complete such repairs on an overtime basis, as directed by Hotel at no additional cost to Hotel.

- K. Travel time billed in response to any callback for work **excluded** from the service agreement shall be a maximum of one hour per round trip for travel for any callback at the same rate as specified as detailed within this document and Appendices.
- L. Overtime travel time in response to any callback for work **excluded** from the service agreement shall be as the difference between regular time and overtime travel. There shall be a maximum of one hour per round trip allowed for travel for any overtime callback. The cost for this overtime travel shall be calculated at the same rate as specified within this document and Appendices.
- M. If any unit is shut down due to equipment failure for more than 72 continuous hours, maintenance billing for that unit shall be suspended until it is restored to beneficial usage, excluding scheduled equipment repairs. Suspended billing shall be calculated per unit, per day, and will not begin until the 72-hour period is exceeded.

1.10 MINIMUM MAINTENANCE HOURS AND PROCEDURES

- A. Supplier agrees to furnish maintenance personnel for specified minimum hours per week, month, quarterly, or annually for on-site, routine, regular preventive maintenance as listed in Pricing Spreadsheet Appendix A (Supplier to supply MINIMUM maintenance hours).
- B. Staffing: Supplier shall provide adequate and dedicated personnel suitable to Hotel, for preventative maintenance based on the required maintenance hours identified in Appendix A. During vacation periods, an alternate mechanic, suitable to Hotel, shall be assigned for maintenance.
- C. Preventative maintenance hours shall not include time expended for callbacks, repair work, or billable work. Time spent performing AHJ required testing, assisting Hotel in performing tests of Firefighter's Emergency Operation or Standby Power Operation, and time spent accompanying Hotel or their Elevator Consultant in making tests, inspections, or reviews may be credited against these minimum hours, and no additional billing shall be accepted for such time expended.
- D. Supplier's Employees Shall:
 1. Upon arrival and departure, all Supplier employees must register in the log maintained at Hotel's location. In addition, Hotel may require Supplier's employees to check in with designated personnel each time they enter the building.
 2. The site maintenance logbook shall indicate the name of person or persons, time of arrival, purpose of visit, i.e. callback, preventive maintenance, scheduled repair, Supervisor's inspection, etc., and a brief description of work accomplished, including car and/or group designation, elevator, and time of departure.
 3. When departing the property, Supplier's personnel shall sign the maintenance logbook indicating as listed above.
 4. In addition, Supplier's employees who perform billable work shall leave time tickets after each visit when leaving the property.
 5. Hotel may elect to have any entries or time tickets documented via a manual or electronic log device provided by Hotel or supplied by Supplier.

- E. If the hours expended fall below those required on a three-month rolling average basis Hotel shall have the right to require the shortfall in hours of work to be made up on a schedule of work acceptable to Hotel. If the hours expended fall below those required for two three-month rolling average periods, the Hotel shall have the right to a credit in the amount of the shortfall in hours for every three-month rolling average period after the first period. This metric will reset after each period where the hours expended meets or exceeds those required.
- F. If requested, Supplier shall meet with Hotel or its designated representative, quarterly or at the frequency agreed. The scope of this meeting shall include:
 - 1. A review of the previous quarter's callbacks
 - 2. A review of maintenance, including work performed, progress on any deficiency lists or other programs, and scheduled work requiring removal of elevators from service
 - 3. A review of any reported complaints
 - 4. Such other elevator-related items as may be appropriate
 - 5. A review of on-site spare equipment or parts for the elevators
 - 6. A review of maintenance hours
 - 7. If requested by Hotel, Supplier shall provide a monthly list of callbacks for review by Hotel prior to the quarterly meetings.

1.11 SCHEDULING OF WORK

- A. Within thirty days of receipt of a fully executed copy of this Agreement, Supplier shall prepare and submit a schedule of repairs, tests, or other work that will require a shutdown of one or more units within the initial 90 days. The nature of work, units involved, and anticipated days out of service shall be included. Subsequently, this schedule shall be updated quarterly prior to the meetings referenced as detailed within this document and Appendices.
- B. Pre-Maintenance Repairs: All work detailed and accepted by Hotel at award of Agreement as pre-maintenance repairs must be completed per the schedule agreed upon between Supplier and Hotel.

1.12 ELEVATOR CALLBACK FREQUENCY

- A. Callback frequency for the elevators covered under this Agreement shall be subject to the provisions of this Agreement.
- B. Total callbacks for equipment failure on any elevator shall not be more than one per unit per quarter, as indicated in Appendix B. For equipment that has not been modernized in 20-years or more, callback penalties will be reduced by 50% and waived for equipment over thirty (30) years. All other requirements remain as stated.
- C. Callbacks due to vandalism or misuse of the equipment shall be excluded.

1.13 PERFORMANCE REQUIREMENTS

- A. Supplier acknowledges and agrees to maintain the minimum performance requirements for the gearless, geared, gearless machine-room-less (MRL), and hydraulic elevators and will comply with associated penalties for under performance as designated (Appendix B).
 - 1. Floor-to-floor times are measured in seconds from start of doors closing, including a typical one-floor travel and until the elevator is approximately level with the next

- successive floor, either up or down, and the doors are 3/4 open for center opening doors or 1/2 open for side opening doors. Times shown are ± 0.2 seconds.
2. Door opening times are measured in seconds from start of car door open until doors are fully open. Times shown are ± 0.1 seconds.
 3. Door closing times are measured in seconds from start of door close to doors fully closed and shall be no less than the times shown per above schedule or those permitted by Code. Times shown are ± 0.1 seconds. Door closing force is measured at rest with the doors between 1/3 and 2/3 closed. Door closing force shall be no more than 30 lbf.
 4. Stopping accuracy shall be measured under all load conditions and maintained per Appendix B. Standards shown are maximum allowable from no load to full load.
 5. Variance from rated speed, regardless of load, shall not exceed the following:
 - a. 3% for gearless equipment.
 - b. 5% for geared equipment.
 - c. +10% up/-20% down, no load, for hydraulic equipment.
 6. Door opening and closing shall be smooth and quiet, with smooth checking at the extremes of travel. Car and hoistway doors shall open flush with entrance jambs and each other.
 7. Acceleration and deceleration shall be smooth, with no noticeable “steps” or bumps to increase or reduce speed, and no objectionable vibrations.
 8. Elevator cars shall travel smoothly and quietly through the hoistways.
 9. Performance requirements indicated are minimum standards and are not the sole criteria for judging the Supplier’s performance.
 10. Car Ride Quality and Noise: All elevators shall be maintained and adjusted to meet the performance requirements per these specifications for each property and within the following parameters:
 - a. Vertical acceleration and deceleration shall be constant and not exceed 4 feet/second/second with an initial ramp between 0.5 and 0.75 seconds.
 - b. Sustained jerk shall not exceed 6 feet/second³.
 - c. Measured noise levels in any moving car outside the leveling zone shall not exceed 55 dBA under any condition including ventilation blower or fan on highest speed. Measured noise levels in the car within the leveling zone or when the car is stopped shall not exceed 60 dBA. There shall be no discernible sound in the elevator car from the machine, pump unit, ropes, sheaves, motor generator sets, platforms, cab walls, or car guides unless it is mutually determined by Supplier and Hotel that such sounds are attributable to the design of the equipment, provided such design exception shall not apply to the extent that Supplier has provided design or redesign Services under this Agreement or a related agreement.
 11. Supplier will declare equipment that cannot meet the requirements within 60-days of executing the Agreement. Hotel has 30-days to dispute. Agreed list will be added to IMA in Attachment E.

1.14 REMOVAL OF UNITS FROM SERVICE

- A. Removal of elevators from service during peak hours shall be coordinated with and approved by Hotel. Removal of elevators for routine maintenance during off-peak hours is expected, but notification to and coordination with Hotel shall be provided.

1.15 HOTEL’S RIGHT TO INSPECT AND REQUIRE WORK

- A. Hotel reserves the right to make, or cause to be made, audits, maintenance evaluations, inspections, or tests whenever it deems advisable or necessary to ascertain that the requirements

of this Agreement are being fulfilled. The Supplier agrees to furnish, without cost, personnel to accompany Hotel and/or its representatives during such inspections. Deficiencies noted shall be submitted in writing to the Supplier.

1. If said deficiencies are not corrected at the time of the follow-up review within ninety (90) days, then Supplier shall be responsible for the cost of subsequent follow-up reviews at a cost of \$250/hour portal to portal.
 2. Failure to correct the deficiencies found, as a part of this section, to the satisfaction of the Hotel or their representative subject this Agreement to Terminate the IMA.
- B. The Supplier shall, promptly (within fifteen (15) days unless otherwise agreed), correct deficiencies covered under the terms of this Agreement at its expense. This includes deficiencies discovered as a part of this section.
- C. If Supplier fails to perform the work required by the terms of this Agreement in a diligent and satisfactory manner, Hotel, after sixty days' written notice to Supplier listing the deficiencies or failures to perform, may perform or cause to be performed all or any part of the work required hereunder. Supplier agrees that it shall reimburse Hotel for any direct expense incurred, or Hotel, at its election, may deduct such direct expenses from any sum owed to Supplier. The waiver by Hotel of a breach of any provision of this Agreement by Supplier shall not operate or be construed as a waiver of any subsequent breach by Supplier.
- D. In the event Supplier disputes a listing of deficiencies or failures to perform, in whole or in part, and the parties cannot resolve the dispute, a qualified Elevator Consultant acceptable to both parties may be retained by Supplier to conduct a non-binding mediation of any disputes, and Hotel and Supplier shall split the Consultant's fees equally.
- E. A qualified vertical transportation consultant may be retained by Hotel to perform any of the Services and mediate disputes noted in this Section 1.15 or elsewhere in this Agreement.

1.16 EXCLUSIONS

- A. Supplier shall NOT be responsible for the following:
1. Repairs, callbacks, modifications, adjustments, or replacement required because of negligence, accident, vandalism, or misuse of the equipment by anyone other than Supplier, its employees, subcontractors, servants or agent, or other causes beyond the Supplier's control except ordinary use and wear.
 2. Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, car finish floor material, hoistway and car entrance frames, car or hoistway sills, signal fixture faceplate surfaces, cleaning of car interiors, and cleaning of the portions of sills visible when the doors are open.
 3. Mainline and auxiliary disconnect switches, fuses, and feeders to control panels. (Supplier shall not be responsible for jack casing and underground piping).
 4. Lamps for car, machine room and pit illumination. Supplier shall replace car ceiling, machine room and pit lamps if such items are provided by Hotel.
 5. Smoke and heat sensors and related life safety equipment.
 6. Standby power generators and associated contacts and relays and wiring to the elevator machine rooms (exclusive of wiring connections to elevator controller).
 7. Building paging/communication systems, including consoles, panels and wiring to junction box on elevator controllers. However, Supplier shall maintain paging system and emergency telephone equipment and speakers in the cars and wiring from each such speaker to the machine room junction boxes.

8. Failure or fluctuations of property electric power, air conditioning, or humidity control.
9. Ingress by water or other material into machine room, hoistway, car enclosure, or pit.
10. Access Control Equipment (Card Readers and related devices), Software, Hardware, Programming:
 - a. Exclusive of elevator traveling cables (If additional traveling cable is required to install new access control devices, Hotel will pay for the installation. Once the traveling cable is installed, it will be covered as part of this maintenance agreement.
 - b. Termination points within elevator systems in control room and car
11. Upgrades to Control/Dispatching systems: (not to include software updates).
12. Below ground hydraulic cylinders, piping, and all remote piping not accessible by Supplier.
Per existing Hilton IMA and RFI #31 please add language, "Rail alignment when affected by building compression or shifting is excluded."

B. Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind that arise out of or related to this Agreement.

C. When, as a result of a need, requirement or examination, a proposal is required for work considered outside of the Services under this Agreement, Supplier shall provide a proposal detailing the work to be provided and materials required for correction.

1. Proposal shall include a detailed description of the work, the number of labors hour and the labor hourly rate.
2. The proposal shall be submitted to the Hotel for review and comment. Supplier shall obtain a written proposal, work order, purchase order or contract, signed by the Hotel, before beginning work. No charges will be allowed, or payments made for work or material without Hotels signed authorization.
3. If the Supplier requires a deposit before beginning work, such deposit shall be no more than Fifty percent (50%) of the total amount of the proposal. The balance of the proposal value shall be paid upon completion of the work. For work that is planned to take thirty (30) days or more to complete, a payment schedule shall be provided to the Hotel. The proposal shall list the deposit of thirty percent (30%), an interim payment of thirty percent (30%) when the work is half-way complete, and the balance due when the work is fully complete. Prior to turnover, Supplier must be paid in full, less 10% maximum retention, the stated price including all change orders.

1.17 REMOVAL OF PARTS

A. No parts or components required for the performance of Services on the vertical transportation equipment or required for its operation may be removed from the site without written approval from Hotel. This does not include renewal parts stocked on the job by Supplier but does include parts and components that were installed with and are a part of the elevator installation, and parts delivered to the property and paid for by Hotel, which shall remain its sole property.

1.18 MACHINE ROOMS

A. Supplier shall place and keep in the machine rooms Underwriter's Laboratory rated metal parts cabinets. No open storage of parts or supplies shall be permitted.

- B. Machine rooms and parts cabinets shall be kept clean and neat at all times. Floors shall be painted on a continual basis, and maintained clean and free of dirt, debris, carbon dust, rags, parts, or other items.

1.19 WIRING DIAGRAMS

- A. Wiring diagrams shall be kept neatly folded and stored, except where mounted on boards, and shall be copied and replaced by the Supplier if damaged or unreadable.
- B. For each piece of equipment under service, Supplier shall maintain at the Hotel a complete set of straight-line wiring diagrams, showing “As-Built” conditions and any changes or modifications to circuits resulting from control modifications, parts replacement, or equipment upgrades. This includes all manuals supplied by a third-party controller manufacturer or as part of a non-proprietary specification requirement for a modernization or new installation. Hotel may reproduce these original or modified as-built drawings, manuals, and shall retain sole possession of this set of drawings or books in the event that the Contract is terminated, or if Hotel’s set of drawings or manuals cannot be located at that time.

1.20 MAINTENANCE CONTROL PROGRAM

- A. Supplier shall prepare and provide a Maintenance Control Program (MCP) in compliance with the more stringent requirement of ASME A17.1 or the AHJ code in effect. Instructions for locating this written program shall be posted on the controller cabinets, at least one per elevator, as required by ASME A17.1. Documentation of the MCP must be kept in a visible location in each machine room. When accepted by Hotel, Supplier’s preventive maintenance schedule, including the Maintenance Control Program, and this procedure shall become Appendix F to this Agreement.
- B. Supplier, on Hotel’s behalf, shall conspicuously post written Maintenance Control Program (MCP) and code required, related documents in each machine room or instructions for locating the MCP in or on the car controllers. Supplier shall maintain preventive maintenance history and testing logs in accordance with the MCP either in the machine room, building management office, or electronically within unit computer control system. Data shall be accessible by Hotel via manual log, web access and hard copy printout as permitted by local code at all times. Log or electronic printout shall include all entries for routine preventive maintenance, repairs, tests, callbacks, and Supervisor’s inspection. Entries shall include date work is completed, Mechanic’s or Supervisor’s name, brief description of work completed, including unit number and number of units serviced, repaired or inspected, and the approximate time required for work excluding travel time to and from property. Hotel shall be allowed to inspect and copy log or electronic printout and maintenance history and schedule at any time.

1.21 SPECIAL CONDITIONS

- A. Performance Requirements: Equipment must be maintained to perform in compliance with the following standards, as detailed within this document and Appendices.
 - 1. Callback frequency
 - 2. Callback response time
 - 3. Mean time between callbacks
 - 4. Availability
 - 5. Maintenance actions and/or Maintenance Hours

- B. Supplier will provide Enterprise Resource Planning (ERP) data downloads, on a minimum frequency no greater than one week, to HSM through its designee, Lerch Bates. This data will include but not be limited to the following requirements:
1. Callback – Repair Log containing:
 - a. Hotel’s individual unit identification number
 - b. Service Provider’s individual Hotel code or identifier
 - c. Service Provider’s individual unit identification number
 - d. Date and time call was placed
 - e. Date and time technician arrived
 - f. Date and time unit was removed from service
 - g. Date and time unit was returned to service
 - h. Callbacks must be delineated by:
 - 1) Equipment failure (Supplier responsibility)
 - 2) misuse of equipment or vandalism
 - 3) entrapment
 2. Maintenance Log containing
 - a. Hotel’s individual unit identification number
 - b. Service Provider’s individual Hotel code or identifier
 - c. Service Provider’s individual unit identification number
 - d. Date of maintenance action – including beginning and ending times
 - e. Detail and number of maintenance task performed
 - f. Maintenance minutes/hours expended by unit
 - g. All AHJ required testing completion dates
 3. This information shall be provided via Application Programming Interface (API) endpoint accessible by Hotel and its designee Lerch Bates.
 - a. Supplier will provide portfolio information via API on a frequency no greater than one week on the sites/buildings/units under contract.
 - b. Supplier will post Callback and Maintenance data to the API on a frequency no greater than twenty-four (24) hours
 - c. Supplier will provide specific information on how to access the API, including authentication, methods and message schemas, via an API Developer Guide.
 - d. Supplier will notify HSM through its designee, Lerch Bates, of any new API versions published that will require Lerch Bates to modify their system(s) to consume the latest version within ninety (90) days.
 - e. As API is being developed and tested, the Hotel will accept spreadsheet reporting for the above items on a not less than weekly frequency.
- C. By June 30 of each year, the Supplier shall complete an Annual Condition Review per Supplier’s Standard Equipment Audit (Samples can be provided). The Supplier shall perform and document a self-examination report of each unit located at the property being maintained under the service agreement. Supplier must provide Hotel with a minimum of five (5) working days prior notification of the examination. As part of the Annual Condition Review, Supplier shall provide Hotel with electronic records and the reports detailed below. The Annual Condition Review is subject to the penalties detailed in Appendix B.
- D. The Supervisor Inspection shall include but is not limited to:
1. A detailed summary of elevator/escalator/vertical system make, model, installation year, speed, capacity, stops
 2. Recommendations for 1 (one) to 3 (three) year upgrades or system enhancements.
 3. Photographs of the following elevator, escalator and vertical system areas to identify equipment and space condition:

- a. All site machine, controller and/or equipment rooms.
 - b. All system pit areas and car tops.
 - c. Cab interiors including flooring, ceiling, cab wall (typical) and all fixtures (main & auxiliary).
 - d. Elevator terminal and intermediate hall fixtures
 - e. Escalator step chain and internal condition from removal of no less than two (2) steps.
4. A five-year capital improvements and modernizations plan including budgetary costs. These expenditures should be categorized by reliability, safety, code compliance and ride quality. The capital plan will be provided in the template (Excel document) provided by the Hotel.
5. A detailed listing of all records (via Supplier's online reporting tool) of work completed in the previous calendar year.
- a. Annual maintenance reports with hours
 - b. Annual call back data report
 - c. Annual report of all repairs completed
- E. Should Supplier require remote monitoring of the equipment to facilitate its maintenance program, all related installation and maintenance costs shall be at Supplier's expense.
- IoT remote monitoring, (i.e., KONE 24/7 Connected Services) is not included in the pricing. The service is available for an additional monthly charge.
- F. Equipment manufacturer's electronic diagnostic devices required to facilitate services, including fixed and hand-held devices purchased by Hotel, shall be maintained and upgraded by Supplier during the term of this Agreement and shall remain Hotel's property at the expiration or cancellation of the contract.
- G. Local inspection fees with regard to operation of equipment covered by this Agreement shall be paid by Hotel. Fees for re-inspection due to Supplier's failure to expeditiously eliminate deficiencies covered by Services shall be paid by Supplier. If the AHJ requires that these fees are paid by the elevator Supplier, the fees will be billed to the property at cost plus 20%. A copy of the AHJ's invoice is required to be provided.
- H. Hotel may provide information to enable Supplier to render Services hereunder, or Supplier may learn information about property or develop such information from Hotel. Supplier agrees:
- 1. To treat, and to obligate Supplier's employees, subcontractors, and suppliers to treat as confidential all such information whether or not identified by Hotel as confidential.
 - 2. Not to disclose any such information or make available any reports, recommendations and/or conclusions which Supplier may make on behalf of Hotel to any person, firm or corporation or use the same in any manner, whatsoever, without first obtaining Hotel's written approval, except to the extent necessary in connection with performing Services or when required by law.
- I. Supplier shall not, in the course of performance of this Agreement, or thereafter, use or permit the use of Hotel or property manager's name or the name of any affiliate of Hotel or property manager, or the name, address or any picture or likeness of or reference to the property in any advertising, promotional or other materials prepared by or on behalf of Supplier without the prior written approval of Hotel and property manager, as applicable.

- J. Hotel will not use Supplier provided software except in connection with the use and operation of the Equipment. Hotel will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.
- K. Supplier's work shall not include any abatement or disturbance of asbestos containing material, presumed asbestos containing materials, or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Supplier shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement shall be the Hotel's sole responsibility and expense.
- L. Any component installed by the Supplier during the term of this agreement shall become included in the general MCP and covered as any other standard component within this agreement. This includes but is not limited to fans and purifiers (including property provided filters and bulbs) related to COVID-19.

1.22 HOTEL'S RESPONSIBILITIES

- A. Provide clear, safe, and convenient access to the property and to elevator and escalator equipment rooms and pits.
- B. Maintain car lighting, telephone lines to controller terminals, equipment room electrical switch gear, and electrical feeders to elevator controllers and Firefighters' Control Room.
- C. Maintain equipment room heating and air conditioning systems. Temperature range 60°-90° F, non-condensing.
- D. Maintain fire alarm initiating devices in elevators, lobbies, machine rooms, hoistways, etc.
- E. Maintain standby power generator systems and related switch gear and feeders.
- F. Prohibit storage of property equipment or supplies in elevator equipment rooms and obstruction of equipment room access corridors and doors.
- G. Maintain equipment rooms, hoistways, and pits in a code-compliant and dry condition.
- H. Coordinate with Supplier regarding Hotel's required equipment retrofits, such as elevator security systems, new car interior finishes, car interior CCTV systems, etc.
- I. During building construction and/or retrofit, make provisions to limit infiltration of dust and debris into elevator equipment and equipment spaces.

ALTERNATE NUMBER 1 - LERCH BATES ADVANCED MAINTENANCE PERFORMANCE PROGRAM (LBAMPP)

Suppliers are asked to provide alternate unit level pricing for the following service option, as specified in the following Sections 1-3. Please reference Lerch Bates maintenance task models included in the ALT 1 and ALT 2 tabs of the Hilton Pricing Spreadsheet for typical elevator/escalator types which are included in this RFP. Models provided, offer task descriptions and minimum frequencies that are required for this alternate pricing request.

Alternate Number 1 replaces Appendix D of the Maintenance Specifications, in its entirety.

PART 1 - LBAMPP SCOPE OF WORK

1.1 INTENT

- A. The LBAMPP is an all-inclusive maintenance Contract and all costs shall be included in the monthly maintenance fee unless specifically excluded. The Supplier acknowledges and agrees that monthly visits are required, and they will comply with the National Elevator Industry Incorporated, NEII-1, Part 7, Maintenance Guidelines, and all provisions herein.

1.2 SUPPLIER DOCUMENTATION

- A. Supplier understands they shall perform the maintenance tasks as provided in the electronic LBAMPP provided by the Hotel, in the month scheduled. Once completed, the provided input shall be marked as completed on the technicians electronic reporting tool only after performing the work. This indication is the Supplier's affirmation that the work was completed as directed in LBAMPP, at a minimum. The Hotel's MCP requires the recording of Repairs, Replacements, and Alterations detailed in ASME A17.1/CSA B44, Section 8.6 (Code). Additionally, Callbacks, Monthly Fireman's Emergency Operation Checks, Annual Clean Downs, Category Testing, Oil Logs, and any other code required records required in ASME A17.1/CSA B44 Section 8.6 must be included. General Clarification: It is understood e-MCP will be utilized to catalog task completion of maintenance and all other maintenance related activities (i.e., callouts, repairs, inspections). It is also understood that based on system architecture there will be a disconnect between KONE's real time (time stamped) back reporting system and process.
- B. Suppliers are directed to ALT 1 tabs of the Hilton Pricing Spreadsheet, for clarification on maintenance tasking levels. Lerch Bates has created generic maintenance task models for all typical elevator/escalator types which are included in this RFP. Models provided, offer task descriptions and minimum frequencies that are required for this alternate pricing request. The ALT 2 tabs of the Hilton Pricing Spreadsheet adds minimum hours.
- C. Models which have been provided as ALT 1 and ALT 2 tabs on the *Hilton Pricing Spreadsheet* (Appendix A) are as follows:
 - 1. Hydraulic Passenger/Service
 - 2. Geared Traction Passenger/Service
 - 3. MRL Traction Passenger/Service
 - 4. Overhead Gearless Passenger/Service
 - 5. Escalator

1.3 COMPLIANCE

- A. Supplier acknowledges and agrees that LBAMPP identifies the mandatory maintenance required by the Laws and Regulations adopted where the equipment is located in addition to general maintenance items the Hotel wishes to be included in this Contract. Each unit's LBAMPP schedule lists all the applicable components for that unit and the frequency of maintenance based on the unit's age, use, condition, environment and quality. Supplier is obligated to supplement LBAMPP with other requirements as set forth by the Original Equipment Manufacturer (OEM). The tasks minimally require visual inspection of the applicable components and may result in replacing worn, broken, or damaged components with OEM components or adjusting to return them to full function with no noises and in a workmanlike manner. Supplier understands that all examinations, replacements, repairs, and adjustments listed in LBAMPP must be recorded into LBAMPP. Supplier acknowledges and agrees the maintenance examinations, component replacements, repairs, and adjustments are included in the Contract at no extra charge.

1.4 COVERED ITEMS

- A. Supplier shall examine, maintain, adjust, lubricate, test, repair, rebuild, or replace as applicable the following covered items: all Applicable Components defined in ASME A17.1/CSA B44, Section 8.6 and every other component in the elevator system, not specifically excluded at no expense to the Hotel. This list is representative, the intent is to assure every component is covered under this contract. Additionally, Supplier to provide unlimited callback service during regular working hours and, as conditions warrant, in accordance with accepted industry standards and the applicable manufacturer's published specifications and technical field notes, including those published internally within the manufacturer's organization, repair or replace all portions of the equipment, except those specifically excluded, including but not limited to the work and coverage described hereinafter.
- B. Elevators:
1. Basic Elevator Scope: The services shall include all work and materials expressly required under this Agreement or reasonably inferred, whether or not expressly stated herein, including, but not limited to the following:
 - a. Each visit shall include a visual inspection of hoistways, machine rooms and pits. Supplier shall report any concerns to the property operations team.
 - b. Hoist machines, including worms, gears, thrust bearings, drive sheaves, drive sheave shafts and shaft bearings, tachometers, brake assemblies and pulleys, and all other components and parts of the machine and brake.
 - c. Hoist motors and power conversion devices, including motor windings, field coils, rotating elements (including armatures and commutators), brushes, brush holders, motor bearings, and all other related components and parts.
 - d. Controllers, selectors and dispatching equipment, including all micro-processor and/or solid-state components, relays, resistors, capacitors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, encoders, tach generators, steel selector tapes (or cables), mechanical and electrical driving equipment (drives), and all other related components and parts;
 - e. Governors, including governor sheave shaft assemblies, bearings, contacts, governors' jaws, and all other related components or parts.
 - f. Rope brake devices, secondary braking devices,
 - g. Car and counterweight safeties, including actuating mechanisms, jaws, and all other related components and parts.

- h. Hoistway equipment, including deflector or secondary sheaves and sheave bearings, car and counterweight guide rails (excluding replacement), top and bottom limit switches, counterweights and counterweight guide shoes including rollers or sliding gibs, inductors, cams, tapes and all other related components and parts.
 - i. Hoistway entrance equipment, including hoistway door interlocks, hangers, hanger covers and tracks, hoistway door drive assemblies including vanes, drive blocks, clutches, pick-up assemblies and bearings, bottom door guides, auxiliary door closing devices (including cables, sheaves, and arms), door restrictor devices, and all other related components and parts;
 - j. Car and hoistway door gibs, including their attachments to the door panels.
 - k. Car equipment, including car guide assemblies, guide rollers or sliding car guides, car door restrictors, car top exhaust fan or blowers, car top 2:1 sheaves, load weighing or sensing switches, car top inspection stations, car top and bottom lights, car frames, car platforms, and all other related components and parts;
 - l. Car door operators, including door drive chains, sheaves or belts, car door hangers, hanger covers and rollers, car door contacts, all door protective devices (including screen type detectors, proximity edges, mechanical safe edges and light rays), and all other related components and parts.
 - m. Pit equipment, including car and counterweight buffers, tape sheave assemblies, governor rope pit tension sheave assemblies, compensating rope sheave assemblies or other pit mounted compensation guides, pit lights, and light fixtures including re-lamping (bulbs furnished by Hotel), and all other related components and parts.
 - n. Alarm bells, emergency stop switches, emergency car lights, and batteries.
 - o. Car operating panels and their attachments to return panels, hall call pushbutton stations, car, and corridor signals and fixtures (including lighted surrounds or buttons), visual and audible signaling devices, remote status panels, switches, traveling cables, hoistway wiring and all other related components and parts.
 - p. Hoist, compensating, and governor ropes, chains or belts and their fastening means, and all other similar or related components and parts.
 - q. Seismic Devices, including seismic switches and contacts, derailment devices, and all other related components and parts.
 - r. Hydraulic: Elevator pump, motor, motor windings, roped hydraulic cables, governors, plunger single or multi-stage, all plunger packings, oil, V-belts, strainers, valves, mufflers, Victaulic fittings, seals, pit oil return units, emergency return unit, oil coolers, emergency return unit and battery. If there is a leak in the hydraulic tank, Supplier is expected to make all attempts to repair the leak. Replacement of the tank unit is the responsibility of the Hotel.
2. Additional Elevator Scope of Work:
- a. Treat all motor windings, as needed, with proper insulating compound that has been approved by the motor manufacturers. Replace any cracked or badly worn field coil windings.
 - b. Keep all car tops, pits, and hoistways clean and free from dirt, oil, lint, debris, and stored items, and maintain each machine room in clean, neat condition.
 - c. Renew all wire ropes or hoisting belts as often as is necessary to maintain an adequate factor of safety. Maintain equal tension on all hoisting ropes or belts, and, where appropriate, shorten any hoisting device as necessary to provide continued safe operation and maintain normal traction.
 - d. Keep all wire ropes, hoisting belts, and guide rails clean and free from dirt, lint, rust, or accumulated grease, and keep rail shanks properly painted.

- e. Repair or replace conductor cables/traveling cables and hoistway and machine room elevator wiring to prevent shutdowns and provide uninterrupted operation of elevator signals and uninterrupted elevator operation.
 - f. Disassemble machine brakes annually, unless otherwise agreed in writing, check for and replace worn parts, clean all retained parts, reassemble, lubricate, and adjust for proper operation.
 - g. Affix by stencil painting and maintain the appropriate elevator numbers on the car crossheads and on all equipment components in the machine rooms and pits, including hoist machines, motor generators, governors, control cabinets, buffers, and compensation sheave assemblies. These numbers shall be a minimum of 1½" high except on the governor or compensation sheave assembly, which may be less if a suitable flat surface of 1½" is not available.
 - h. Repair damage to car and hoistway door finish when caused by improper adjustment or maintenance of associated door equipment.
 - i. Replace burned out light tubes or bulbs, furnished by Hotel, in all machine room and pit light fixtures. Replacement of car light bulbs or tubes shall be Hotel's responsibility when accessibility is possible using standard hand tools from inside elevator cab.
 - j. Maintain the emergency telephone, telephone buttons, button contacts, speakers, and wiring from the machine room junction box, in a fully operational condition. Also maintain wiring for the car telephones from the cars to the machine room junction boxes.
 - k. 24/7 monitoring of the emergency communication devices per code requirements.
 - l. Maintain, in fully operational condition, the complete Elevator Status or Monitoring Panels in the main lobby Security Desk, and the complete elevator panel in the Fire Command Center, including all lenses, lights, switches, and all associated wiring from the panels to the machine room junction boxes.
 - m. Maintain, in fully operational condition, Elite type elevator position indicators.
 - n. Any panel that includes integral elevator information within the display.
 - o. Maintain the emergency telephone buttons, button contacts, speakers, and wiring to the machine room junction box, in a fully operational condition. Also maintain wiring for the car telephones from the cars to the machine room junction boxes.
 - p. Maintain, in fully operational condition, the complete Elevator Status or Monitoring Panels in the main lobby Security Desk, and the complete elevator panel in the Fire Command Center, including all lenses, lights, switches, and all associated wiring from the panels to the machine room junction boxes.
3. Additional Services:
- a. Cleaning:
 - 1) Supplier shall clean elevator equipment, machine rooms, hoistways, and pit floors at regular intervals sufficient in frequency to maintain a professional appearance, prevent tracking of dirt, oil, grease, or carbon dust from car tops, pits or machine rooms onto carpeted areas, and to preserve the life of the equipment.
 - 2) Supplier shall not be responsible for cleaning any equipment made necessary by events beyond its reasonable control or as a result of improper janitorial or building maintenance functions. Unusual conditions, such as on-going construction or "build-out" in the building may be reviewed with Hotel to determine responsibility for cleaning.
 - b. Painting: KONE Comment: Painting will be limited to machine room floors only.

- 1) Paint all elevator machine room floors. Shall be maintained and painted with a low VOC paint including the color additive “Deck Gray” or other suitable color if approved by Hotel.
- c.
- 1) All paint shall be suitable for the purpose intended and shall be high quality. Application of the paint shall, in all circumstance, comply with current ASME, OSHA, and applicable local codes. Supplier shall schedule all painting procedures with Hotel.
- d. Lubrication:
- 1) Lubricate the equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.
 - 2) Lubricants, cleaning fluids and all combustible liquid shall be stored in metal cabinets in the machine room and shall be disposed of in accordance with OSHA and EPA guidelines. MSDS data sheets shall be posted as required.
- e. Adjustment: Adjust the equipment as necessary:
- 1) To the specifications found in this agreement.
 - 2) When required to maintain performance standards specified in this Agreement.
 - 3) When necessary to preserve the useful life of a part or assembly.
 - 4) When necessary to prevent or eliminate Tenant Sensitive items from becoming adversely noticeable to building’s tenants.
 - 5) Additionally, Supplier shall check and adjust the elevator dispatching systems and make necessary tests at such intervals as are required to ensure all systems are operating properly. If required to complete such system checks, this work shall be completed during overtime at no additional cost to Hotel.
- f. Repairs and Replacements: Make repairs and/or replace all worn, damaged, or broken parts or components. Parts or components requiring repair shall be rebuilt to “as new” condition. Parts or components shall be replaced:
- 1) When worn beyond normal adjustment limits.
 - 2) When necessary to ensure continued normal operation.
 - 3) When necessary to extend the useful life of the elevators or any of their components.
 - 4) When necessary to continue safe, dependable operation in accordance with ASME A17.1 and A17.2 Code.
 - 5) When necessary to continue performance of the equipment in accordance with its original design.
 - 6) When necessary to maintain the performance, standards specified in this Agreement, including the elevator performance, smoothness and quietness of operation.
 - 7) When more than one elevator requires repair, Hotel, upon consultation with Supplier, shall establish priorities of accomplishment.
- g. Manufacturers’ Parts and Lubricants: In performing the Services, Supplier agrees to provide parts used by manufacturers of the equipment for replacement or repair, and to use lubricants obtained from and/or recommended by the manufacturer of the equipment. Equivalent parts or lubricants may be used if approved in writing by Hotel.

- h. Adequate Parts and Parts Storage:
 - 1) Supplier shall maintain an adequate inventory of spare parts and components to permit timely replacement and repairs without delay. All parts, materials, lubricants, rags, cleaning fluids, combustible liquids, and other materials and supplies shall be kept and stored in U.L. rated metal cabinets, provided by Supplier, properly secured, in each machine room, unless code required clearances would be violated by the presence of such cabinets. All materials and supplies kept in these cabinets shall be neatly arranged, and cabinet doors shall be left in the fully closed position after each visit.
 - 2) Cabinets shall be sufficient in number and size to store all parts, materials, and supplies out of sight. No parts, materials, or supplies shall be stored on top of cabinets, on the floors, or any other place where they are visible.
- i. Prompt Corrective Action: When, as a result of an examination, a need for corrective action is apparent and the corrective action is within the scope of Supplier's responsibility, Supplier shall proceed immediately to make such replacements, repairs, and/or corrections. If Supplier reasonably believes the corrective action is not within the scope of Supplier's responsibility, and no safety or potential safety problem exists, Supplier shall deliver a written report to Hotel within seven days of the examination. If a safety or potential safety problem exists, Supplier shall immediately take corrective action after authorization from purchaser at the least possible expense to Hotel, regardless of scope of responsibility, and make a prompt written report to Hotel.

C. Escalators and Moving Walks:

- 1. Basic Escalator and Moving Walk Scope:
 - a. Drive Machines, including worms, gears and bearings, drive chains, sprockets, bushings, shafts, belts, governors, and all other related components and parts.
 - b. Brakes, including brake coils, arms, bearings, sheaves, linings, contacts, and all other related brake components and parts.
 - c. Motors, motor windings, rotating elements, bearings, shafts, and all other related components and parts.
 - d. Step chains, tracks, step chain sprockets, step chain tension devices, and all other related components and parts.
 - e. Controllers, including all relays, contacts, coils, resistors, operating and motor circuits, magnets and magnet coils, transformers, rectifiers, solid state devices, and all other related components and parts.
 - f. Handrails, handrail drives (including drive chains and sheaves), handrail brush guards, handrail guides or guide rollers, alignment devices, and all other related components and parts.
 - g. Steps, step treads, step wheels and rollers, step axles and axle bushings, step risers, and all other related components and parts.
 - h. Comb plates, floor plates, and all other related components and parts.
 - i. Stop buttons, slack step chain switches, skirt safety switches, step up-thrust switches, handrail entry switches, comb-step impact devices, stopped handrail devices, missing or displaced step switches, and all other related components and parts.
 - j. Truss heaters, comb plate heaters, or other heaters provided by original installer.
 - k. Remote maintenance monitoring devices.
 - l. Main line disconnects located within truss, if provided by original equipment installer.

2. Additional Escalator Scope of Work:
 - a. Supplier shall maintain handrail drives so that handrails operate at substantially the same speed as the steps.
 - b. Supplier shall maintain step treads, comb plates and step risers so that the step riser cleats mesh with the slots on the adjacent step treads, and the comb plate teeth mesh with and are set into the slots in the step treads.
 - c. Supplier shall maintain the balustrade section fastenings and attachments and the trim moldings so that adjoining surfaces conform to ASME A17.1-2010.
Escalator Clean-Down: As needed, with a maximum interval of three (3) years, Supplier shall provide a complete clean-down of each escalator. All steps shall be removed, cleaned thoroughly, and examined for cracks or other defects. All exposed parts and components of each escalator shall be examined for excessive wear. Worn parts, including step rollers, shall be replaced, and each escalator shall be completely lubricated. After reassembly, safety devices shall be tested, and the escalator adjusted for proper operation. All escalator clean-down work shall be performed during hours agreed upon with Hotel. Full escalator cleandowns will be performed every three years. Full step removal is not required and KONE will provide a detailed process for our standard cleandown procedure following our KONE maintenance methodology. Cracked steps are owner's responsibility.
 - d. Supplier shall perform testing and maintain all step to skirt clearances within the limits required by the local Authority Having Jurisdiction under code A17.1 – 2010 or later.
 - e. Supplier shall maintain all operating and safety devices provided at the time of installation and listed in ASME A17.1-2010 or later, so that they operate and function as required by the code.

PART 2 - LBAMPP REQUIREMENTS

2.1 LBAMPP DOCUMENTATION REQUIREMENTS

- A. Supplier acknowledges and agrees to complete and record the maintenance tasks in the assigned month into the LBAMPP software upon completion of all tasks. Supplier acknowledges and agrees checking the LBAMPP check boxes on the input device is affirmation that the task was performed completely, all items were inspected, and damaged or worn components were replaced or adjusted; maintaining the equipment in a code compliant and fully functioning condition by a trained technician. Supplier acknowledges and agrees that failure to check the LBAMPP check box will result in non-payment of some or all monthly fees for the unit as it will be assumed the work was not performed.

2.2 LBAMPP CHANGES

- A. Supplier acknowledges and agrees they may request to add or modify maintenance item procedures to LBAMPP due to unique component, system, subsystem, or function tasks and job conditions. The Hotel agrees to review such requests and provide a response within ten (10) days. The Supplier shall make such submissions with the following information:
 1. the item name and description of the component(s),
 2. the duration of time it takes to perform the maintenance task,
 3. the duration of time replacement of the component would take,
 4. intended proposed interval (frequency) for the task to be performed,
 5. the maintenance task (procedure) in words describing the task to be performed,

6. indication whether it is one or two-man work,
7. the adjustment procedure if applicable,
8. the inspection procedure if applicable, and
9. the replacement procedure if applicable.

2.3 LBAMPP ANNUAL UPDATES

- A. The Supplier acknowledges and agrees the in order to maintain the highest possible standards of care, LBAMPP will be updated on an annual basis by the Hotel establishing new intervals as the age of the unit increments or as changes have occurred throughout the previous year, such as Alterations (modernizations), Repairs, Condition or Environmental changes.

2.4 ACCESS TO LBAMPP

- A. Access to LBAMPP for each piece of equipment is available for inputting work performed on an IOS input device (iPad or iPhone) into the LBAMPP software application. Additionally, a web portal, accessible from any web browser, is available to view and print reports of the overall performance in real time. All content within the LBAMPP application and on the web portal is Proprietary and Confidential to LBAMPP, LLC and the Hotel. When a bidding Supplier is unsuccessful in obtaining the contract or the maintenance Supplier is replaced, the Supplier agrees to delete all access and passwords used to access LBAMPP. Lerch Bates Inc. will also delete all access to suppliers not currently under contract for the Hotel's equipment.

2.5 MAINTENANCE MANAGEMENT SYSTEM HARDWARE

- A. Supplier acknowledges and agrees to provide and maintain LBAMPP input devices at its sole expense for all employees expected to perform any work at the site. These include any Apple device with IOS version 10.x minimum application software, (iPad, Mini iPad, or iPhone, etc.) with the LBAMPP application downloaded on it with login and password protection for recording required work completion information according to LBAMPP for the duration of the Contract.

PART 3 - GENERAL REQUIREMENTS

3.1 APPLICABLE CODES AND STANDARDS

- A. The Supplier acknowledges and agrees that all tests and inspections shall be carried out following the procedures in the latest published ASME A17.2, Guide for Inspection of Elevators, Escalators and Moving Walks including errata, addenda's, supplements, and interpretations, and the latest adopted Building Code including errata, supplements, interpretations, and local exceptions or modifications. The Supplier acknowledges and agrees that all work shall be performed in conformance to the Code unless otherwise distinctly specified elsewhere in this Contract, all work shall assure the relevant equipment conforms to the latest published edition (not the adopted Code) requirements of the following Codes and Standards:
 1. ASME A17.1/CSA B44, Safety Code for Elevators and Escalators including errata, addenda's, supplements, and interpretations, local exceptions or modifications, and
 2. ASME A17.3, Safety Code for Existing Elevators and Escalators including errata, addenda's, supplements, and interpretations, local exceptions or modifications, and

3. ASME A17.6, Standard for Elevator Suspension, Compensation, and Governor Systems including errata, addenda's, supplements, and interpretations, and local exceptions or modifications.
4. ASME A18.1, Safety Standard for Platform Lifts and Stairway Chairlifts including errata, addenda's, supplements, and interpretations, and local exceptions or modifications, where applicable.

3.2 QUALITY PROGRAM

- A. Supplier acknowledges and agrees adhere to a Quality Control Program providing a proactive approach to monitor work performance to ensure compliance with Contract requirements. Hotel and LBAMPP requires an annual audit by a Supplier Supervisor in the LBAMPP Input Device. Supplier acknowledges and agrees there is a defined schedule and instructions for conducting annual audits and meeting reporting requirements and shall provide this supervision.

3.3 INCOMPLETE MAINTENANCE

- A. Supplier acknowledges and agrees the maintenance tasks completion must be recorded in the LBAMPP Input Device for data recordation. If tasks are not recorded, they are considered incomplete. The Supplier understands the monthly maintenance fee will be reduced by the valued amount of unperformed maintenance tasks in the previous calendar month. The "Completion Report" on the web portal administrative site will print on the 10th day of the following month. Any incomplete tasks must be explained by the Supplier to the Hotel if there were reasons beyond the control of the Supplier for not performing maintenance. The Hotel will make the final decision on the validity of the claim. The Hotel recognizes there are valid reasons such as car down for modernization, fires, floods, or other disaster that prevent the elevator from being maintained. Penalties will not be assessed if these circumstances apply.
- B. Penalties for incomplete maintenance tasks will be assessed two months following the end of each month. Suppliers may complete missing tasks for previous months to avoid penalty for up to 90 days from the time the tasks are assigned. At the end of each month, the total percentage of incomplete tasks will be penalized as follows:
 1. There will be no penalties assessed once a Supplier completes a minimum of 90% of the tasks assigned for the month.
 2. If more than 10% of tasks are missed, the Supplier will be penalized by the same "percentage amount" as percentage of missed tasks for the month.
 3. Examples:
 - a. Missed task percentage equals 11%: Supplier penalized at 11% of monthly contract price for that unit.
 - b. Missed task percentage equals 20%: Supplier penalized at 20% of monthly contract price for that unit.
 - c. Missed task percentage equals 42%: Supplier penalized at 42% of monthly contract price for that unit.

3.4 REPEATED INCOMPLETE MAINTENANCE

- A. Supplier acknowledges and agrees repeated incomplete maintenance tasks will result in the possibility of invoking the nonperformance clause and potential early termination of the contract. The Hotel expects the maintenance to be performed as detailed in the MCP and the Supplier staffed at the correct levels to assure on-time performance.

3.5 MISCELLANEOUS REQUIREMENTS

- A. Supplier acknowledges and agrees to document all other items required by Code such as Monthly Firefighters' Emergency Operation, Oil Logging, Special Cleaning of Enclosures, Evacuation Instructions or other special instructions required by Code. It is intended to create a clear record of work performed. Supplier shall always provide the required documents required by code in the LBAMPP device. These records include the following:
1. Oil log.
 2. Monthly Firefighters' Emergency Operation testing.
 3. Evacuation procedures.
 4. Escalator and Moving Walk Startup procedure.

END OF SECTION

APPENDIX A -
EQUIPMENT ID, SCHEDULE, AND PRICING

- A. Supplier to add the completed and agreed to Hilton Pricing Spreadsheet. Attached Hilton Pricing Spreadsheet is 2021 pricing and would be subject to a 3% escalation for 2022 start dates.
- B. Supplier shall provide the following equipment data:
1. Equipment Type
 2. Manufacturer
 3. Year of Installation or Modernization
 4. Number of Floors Served
 5. Speed
 6. Capacity
- C. APX Hourly Rates by Region (Contract Years 1-5):

REGION I

HOURLY BILLING RATES (MAINTENANCE AND REPAIR)

OVERTIME PREMIUM BILLING RATES (MAINTENANCE AND REPAIR)

HOURLY LABOR RATES AND U.S. METAL PRODUCTS INDEX

Contract Year 1					
LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION I NY, NJ, MA, VT, NH, CT, CA, PHILADELPHIA	REGULAR	\$570.22	\$309.84	\$260.38	N/A
	TIME AND 7/10	\$846.84	\$463.52	\$383.32	N/A
	DOUBLE TIME	\$965.38	\$529.38	\$436.00	N/A

** Rates indicated apply for work and travel time, performed outside the scope of the Agreement*

LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION I NY, NJ, MA, VT, NH, CT, CA, PHILADELPHIA	TIME AND 7/10	\$348.92	\$190.98	\$157.94	N/A
	DOUBLE TIME	\$482.70	\$264.70	\$218.00	N/A

****Overtime premium rates apply for covered work and travel time performed outside of normal working hours (Premium Portion Only). Premium portion shall not include fringe benefits***

LOCATION				
REGION I NY, NJ, MA, VT, NH, CT, CA, PHILADELPHIA	MECHANIC LABOR RATE, INCLUDING FRINGE BENEFITS APPLICABLE	\$114.65	Date:	Jan-21
	INDUSTRIAL COMMODITY PRICES FOR METALS AND METAL PRODUCTS	225.30	Date:	Jan-21

Contract Year 2					
LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION I NY, NJ, MA, VT, NH, CT, CA, PHILADELPHIA	REGULAR	\$587.33	\$319.14	\$268.19	N/A
	TIME AND 7/10	\$872.25	\$477.43	\$394.82	N/A
	DOUBLE TIME	\$994.34	\$545.26	\$449.08	N/A

**** Rates indicated apply for work and travel time, performed outside the scope of the Agreement***

LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION I NY, NJ, MA, VT, NH, CT, CA, PHILADELPHIA	TIME AND 7/10	\$359.39	\$196.71	\$162.68	N/A
	DOUBLE TIME	\$497.18	\$272.64	\$224.54	N/A

****Overtime premium rates apply for covered work and travel time performed outside of normal working hours (Premium Portion Only). Premium portion shall not include fringe benefits***

Contract Year 3					
LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION I NY, NJ, MA, VT, NH, CT, CA, PHILADELPHIA	REGULAR	\$604.95	\$328.71	\$276.24	N/A
	TIME AND 7/10	\$898.41	\$491.75	\$406.66	N/A
	DOUBLE TIME	\$1,024.17	\$561.62	\$462.55	N/A

** Rates indicated apply for work and travel time, performed outside the scope of the Agreement*

LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION I NY, NJ, MA, VT, NH, CT, CA, PHILADELPHIA	TIME AND 7/10	\$370.17	\$202.61	\$167.56	N/A
	DOUBLE TIME	\$512.10	\$280.82	\$231.28	N/A

**Overtime premium rates apply for covered work and travel time performed outside of normal working hours (Premium Portion Only). Premium portion shall not include fringe benefits*

Contract Year 4					
LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION I NY, NJ, MA, VT, NH, CT, CA, PHILADELPHIA	REGULAR	\$623.09	\$338.57	\$284.52	N/A
	TIME AND 7/10	\$925.36	\$506.50	\$418.86	N/A
	DOUBLE TIME	\$1,054.90	\$578.47	\$476.43	N/A

** Rates indicated apply for work and travel time, performed outside the scope of the Agreement*

LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
	TIME AND 7/10	\$381.27	\$208.69	\$172.59	N/A

REGION I NY, NJ, MA, VT, NH, CT, CA, PHILADELPHIA	DOUBLE TIME	\$527.46	\$289.24	\$238.21	N/A
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**Overtime premium rates apply for covered work and travel time performed outside of normal working hours (Premium Portion Only). Premium portion shall not include fringe benefits*

Contract Year 5					
LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION I NY, NJ, MA, VT, NH, CT, CA, PHILADELPHIA	REGULAR	\$641.79	\$348.73	\$293.06	N/A
	TIME AND 7/10	\$953.13	\$521.70	\$431.43	N/A
	DOUBLE TIME	\$1,086.54	\$595.82	\$490.72	N/A

** Rates indicated apply for work and travel time, performed outside the scope of the Agreement*

LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION I NY, NJ, MA, VT, NH, CT, CA, PHILADELPHIA	TIME AND 7/10	\$392.71	\$214.95	\$177.76	N/A
	DOUBLE TIME	\$543.28	\$297.92	\$245.36	N/A

**Overtime premium rates apply for covered work and travel time performed outside of normal working hours (Premium Portion Only). Premium portion shall not include fringe benefits*

REGION II
HOURLY BILLING RATES (MAINTENANCE AND REPAIR)
OVERTIME PREMIUM BILLING RATES (MAINTENANCE AND REPAIR)
HOURLY LABOR RATES AND U.S. METAL PRODUCTS INDEX

Contract Year 1

LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION II ANY REGION NOT FALLING UNDER REGION I, III, IV OR V (INCLUDES CANADA & MEXICO)	REGULAR	\$485.36	\$262.66	\$222.70	N/A
	TIME AND 7/10	\$703.14	\$383.66	\$319.48	N/A
	DOUBLE TIME	\$796.46	\$435.50	\$360.96	N/A

** Rates indicated apply for work and travel time, performed outside the scope of the Agreement*

LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION II ANY REGION NOT FALLING UNDER REGION I, III, IV OR V (INCLUDES CANADA & MEXICO)	TIME AND 7/10	\$289.72	\$158.08	\$131.64	N/A
	DOUBLE TIME	\$398.24	\$217.76	\$180.48	N/A

**Overtime premium rates apply for covered work and travel time performed outside of normal working hours (Premium Portion Only). Premium portion shall not include fringe benefits*

LOCATION					
REGION II ANY REGION NOT FALLING UNDER REGION I, III, IV OR V (INCLUDES CANADA & MEXICO)	MECHANIC LABOR RATE, INCLUDING FRINGE BENEFITS APPLICABLE	\$114.65	Date:	Jan-21	
	INDUSTRIAL COMMODITY PRICES FOR METALS AND METAL PRODUCTS	225.30	Date:	Jan-21	

Contract Year 2					
LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION II ANY REGION NOT FALLING UNDER REGION	REGULAR	\$499.92	\$270.54	\$229.38	N/A
	TIME AND 7/10	\$724.23	\$395.17	\$329.06	N/A

I, III, IV OR V (INCLUDES CANADA & MEXICO)	DOUBLE TIME	\$820.35	\$448.57	\$371.79	N/A
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** Rates indicated apply for work and travel time, performed outside the scope of the Agreement*

LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION II ANY REGION NOT FALLING UNDER REGION I, III, IV OR V (INCLUDES CANADA & MEXICO)	TIME AND 7/10	\$298.41	\$162.82	\$135.59	N/A
	DOUBLE TIME	\$410.19	\$224.29	\$185.89	N/A

**Overtime premium rates apply for covered work and travel time performed outside of normal working hours (Premium Portion Only). Premium portion shall not include fringe benefits*

Contract Year 3					
LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION II ANY REGION NOT FALLING UNDER REGION I, III, IV OR V (INCLUDES CANADA & MEXICO)	REGULAR	\$514.92	\$278.66	\$236.26	N/A
	TIME AND 7/10	\$745.96	\$407.02	\$338.94	N/A
	DOUBLE TIME	\$844.96	\$462.02	\$382.94	N/A

** Rates indicated apply for work and travel time, performed outside the scope of the Agreement*

LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION II ANY REGION NOT FALLING UNDER REGION I, III, IV OR V (INCLUDES CANADA & MEXICO)	TIME AND 7/10	\$307.36	\$167.71	\$139.66	N/A
	DOUBLE TIME	\$422.49	\$231.02	\$191.47	N/A

**Overtime premium rates apply for covered work and travel time performed outside of normal working hours (Premium Portion Only). Premium portion shall not include fringe benefits*

Contract Year 4					
LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
	REGULAR	\$530.37	\$287.02	\$243.35	N/A

REGION II ANY REGION NOT FALLING UNDER REGION I, III, IV OR V (INCLUDES CANADA & MEXICO)	TIME AND 7/10	\$768.34	\$419.24	\$349.10	N/A
	DOUBLE TIME	\$870.31	\$475.88	\$394.43	N/A

** Rates indicated apply for work and travel time, performed outside the scope of the Agreement*

LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION II ANY REGION NOT FALLING UNDER REGION I, III, IV OR V (INCLUDES CANADA & MEXICO)	TIME AND 7/10	\$316.58	\$172.74	\$143.85	N/A
	DOUBLE TIME	\$435.17	\$237.95	\$197.22	N/A

**Overtime premium rates apply for covered work and travel time performed outside of normal working hours (Premium Portion Only). Premium portion shall not include fringe benefits*

Contract Year 5					
LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION II ANY REGION NOT FALLING UNDER REGION I, III, IV OR V (INCLUDES CANADA & MEXICO)	REGULAR	\$546.28	\$295.63	\$250.65	N/A
	TIME AND 7/10	\$791.39	\$431.81	\$359.58	N/A
	DOUBLE TIME	\$896.42	\$490.16	\$406.26	N/A

** Rates indicated apply for work and travel time, performed outside the scope of the Agreement*

LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION II ANY REGION NOT FALLING UNDER REGION I, III, IV OR V (INCLUDES CANADA & MEXICO)	TIME AND 7/10	\$326.08	\$177.92	\$148.16	N/A
	DOUBLE TIME	\$448.22	\$245.09	\$203.13	N/A

**Overtime premium rates apply for covered work and travel time performed outside of normal working hours (Premium Portion Only). Premium portion shall not include fringe benefits*

**REGION III
 HOURLY BILLING RATES (MAINTENANCE AND REPAIR)
 OVERTIME PREMIUM BILLING RATES (MAINTENANCE AND
 REPAIR)
 HOURLY LABOR RATES AND U.S. METAL PRODUCTS INDEX**

Contract Year 1					
LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION III NM, NV, OR, WA, UT, AZ, AK	REGULAR	\$522.46	\$282.29	\$240.17	N/A
	TIME AND 7/10	\$754.13	\$411.00	\$343.13	N/A
	DOUBLE TIME	\$853.42	\$466.16	\$387.26	N/A

** Rates indicated apply for work and travel time, performed outside the scope of the Agreement*

LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION III NM, NV, OR, WA, UT, AZ, AK	TIME AND 7/10	\$310.72	\$169.34	\$141.38	N/A
	DOUBLE TIME	\$426.72	\$233.08	\$193.64	N/A

**Overtime premium rates apply for covered work and travel time performed outside of normal working hours (Premium Portion Only). Premium portion shall not include fringe benefits*

LOCATION				
REGION III NM, NV, OR, WA, UT, AZ, AK	MECHANIC LABOR RATE, INCLUDING FRINGE BENEFITS APPLICABLE	\$114.65	Date:	Jan-21
	INDUSTRIAL COMMODITY PRICES	225.30	Date:	Jan-21

	FOR METALS AND METAL PRODUCTS			
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Contract Year 2					
LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION III NM, NV, OR, WA, UT, AZ, AK	REGULAR	\$538.13	\$290.76	\$247.38	N/A
	TIME AND 7/10	\$776.75	\$423.33	\$353.42	N/A
	DOUBLE TIME	\$879.02	\$480.14	\$398.88	N/A

** Rates indicated apply for work and travel time, performed outside the scope of the Agreement*

LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION III NM, NV, OR, WA, UT, AZ, AK	TIME AND 7/10	\$320.04	\$174.42	\$145.62	N/A
	DOUBLE TIME	\$439.52	\$240.07	\$199.45	N/A

**Overtime premium rates apply for covered work and travel time performed outside of normal working hours (Premium Portion Only). Premium portion shall not include fringe benefits*

Contract Year 3					
LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION III NM, NV, OR, WA, UT, AZ, AK	REGULAR	\$554.28	\$299.48	\$254.80	N/A
	TIME AND 7/10	\$800.06	\$436.03	\$364.03	N/A
	DOUBLE TIME	\$905.39	\$494.55	\$410.84	N/A

** Rates indicated apply for work and travel time, performed outside the scope of the Agreement*

LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION III NM, NV, OR, WA, UT, AZ, AK	TIME AND 7/10	\$329.64	\$179.65	\$149.99	N/A
	DOUBLE TIME	\$452.71	\$247.27	\$205.43	N/A

**Overtime premium rates apply for covered work and travel time performed outside of normal working hours (Premium Portion Only). Premium portion shall not include fringe benefits*

Contract Year 4					
LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION III NM, NV, OR, WA, UT, AZ, AK	REGULAR	\$570.91	\$308.47	\$262.44	N/A
	TIME AND 7/10	\$824.06	\$449.11	\$374.95	N/A
	DOUBLE TIME	\$932.56	\$509.39	\$423.17	N/A

** Rates indicated apply for work and travel time, performed outside the scope of the Agreement*

LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION III NM, NV, OR, WA, UT, AZ, AK	TIME AND 7/10	\$339.53	\$185.04	\$154.49	N/A
	DOUBLE TIME	\$466.29	\$254.69	\$211.60	N/A

**Overtime premium rates apply for covered work and travel time performed outside of normal working hours (Premium Portion Only). Premium portion shall not include fringe benefits*

Contract Year 5					
LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION III NM, NV, OR, WA, UT, AZ, AK	REGULAR	\$588.03	\$317.72	\$270.31	N/A
	TIME AND 7/10	\$848.78	\$462.58	\$386.20	N/A
	DOUBLE TIME	\$960.53	\$524.67	\$435.86	N/A

** Rates indicated apply for work and travel time, performed outside the scope of the Agreement*

LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION III NM, NV, OR, WA, UT, AZ, AK	TIME AND 7/10	\$349.72	\$190.59	\$159.12	N/A
	DOUBLE TIME	\$480.28	\$262.33	\$217.94	N/A

**Overtime premium rates apply for covered work and travel time performed outside of normal working hours (Premium Portion Only). Premium portion shall not include fringe benefits*

**REGION IV
 HOURLY BILLING RATES (MAINTENANCE AND REPAIR)
 OVERTIME PREMIUM BILLING RATES (MAINTENANCE AND
 REPAIR)
 HOURLY LABOR RATES AND U.S. METAL PRODUCTS INDEX**

Contract Year 1					
LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION IV OH, PA (EXCLUDING PHILADELPHIA), IL, IN, NE, IA, MN, WI, MI, WV, MO, WDC, MD, VA	REGULAR	\$515.68	\$278.51	\$237.17	N/A
	TIME AND 7/10	\$741.62	\$404.03	\$337.59	N/A
	DOUBLE TIME	\$838.44	\$457.83	\$380.61	N/A

** Rates indicated apply for work and travel time, performed outside the scope of the Agreement*

LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION IV OH, PA (EXCLUDING PHILADELPHIA), IL, IN, NE, IA, MN, WI, MI, WV, MO, WDC, MD, VA	TIME AND 7/10	\$305.57	\$166.48	\$139.10	N/A
	DOUBLE TIME	\$419.22	\$228.92	\$190.31	N/A

**Overtime premium rates apply for covered work and travel time performed outside of normal working hours (Premium Portion Only). Premium portion shall not include fringe benefits*

LOCATION				
REGION IV OH, PA (EXCLUDING PHILADELPHIA), IL, IN, NE, IA,	MECHANIC LABOR RATE, INCLUDING FRINGE BENEFITS APPLICABLE	\$114.65	Date:	Jan-21

MN, WI, MI, WV, MO, WDC, MD, VA	INDUSTRIAL COMMODITY PRICES FOR METALS AND METAL PRODUCTS	225.30	Date:	Jan-21
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Contract Year 2					
LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION IV OH, PA (EXCLUDING PHILADELPHIA), IL, IN, NE, IA, MN, WI, MI, WV, MO, WDC, MD, VA	REGULAR	\$531.1 5	\$286.87	\$244.29	N/A
	TIME AND 7/10	\$763.8 7	\$416.15	\$347.72	N/A
	DOUBLE TIME	\$863.5 9	\$471.56	\$392.03	N/A

** Rates indicated apply for work and travel time, performed outside the scope of the Agreement*

LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION IV OH, PA (EXCLUDING PHILADELPHIA), IL, IN, NE, IA, MN, WI, MI, WV, MO, WDC, MD, VA	TIME AND 7/10	\$314.7 4	\$171.47	\$143.27	N/A
	DOUBLE TIME	\$431.8 0	\$235.79	\$196.02	N/A

**Overtime premium rates apply for covered work and travel time performed outside of normal working hours (Premium Portion Only). Premium portion shall not include fringe benefits*

Contract Year 3					
LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION IV OH, PA (EXCLUDING PHILADELPHIA), IL, IN, NE, IA, MN, WI, MI, WV, MO, WDC, MD, VA	REGULAR	\$547.0 8	\$295.47	\$251.61	N/A
	TIME AND 7/10	\$786.7 8	\$428.64	\$358.15	N/A
	DOUBLE TIME	\$889.5 0	\$485.71	\$403.79	N/A

** Rates indicated apply for work and travel time, performed outside the scope of the Agreement*

LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
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REGION IV OH, PA (EXCLUDING PHILADELPHIA), IL, IN, NE, IA, MN, WI, MI, WV, MO, WDC, MD, VA	TIME AND 7/10	\$324.18	\$176.62	\$147.57	N/A
	DOUBLE TIME	\$444.75	\$242.86	\$201.90	N/A

****Overtime premium rates apply for covered work and travel time performed outside of normal working hours (Premium Portion Only). Premium portion shall not include fringe benefits***

Contract Year 4					
LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION IV OH, PA (EXCLUDING PHILADELPHIA), IL, IN, NE, IA, MN, WI, MI, WV, MO, WDC, MD, VA	REGULAR	\$563.50	\$304.34	\$259.16	N/A
	TIME AND 7/10	\$810.39	\$441.49	\$368.89	N/A
	DOUBLE TIME	\$916.19	\$500.28	\$415.90	N/A

**** Rates indicated apply for work and travel time, performed outside the scope of the Agreement***

LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION IV OH, PA (EXCLUDING PHILADELPHIA), IL, IN, NE, IA, MN, WI, MI, WV, MO, WDC, MD, VA	TIME AND 7/10	\$333.90	\$181.92	\$152.00	N/A
	DOUBLE TIME	\$458.09	\$250.15	\$207.96	N/A

****Overtime premium rates apply for covered work and travel time performed outside of normal working hours (Premium Portion Only). Premium portion shall not include fringe benefits***

Contract Year 5					
LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION IV OH, PA (EXCLUDING PHILADELPHIA), IL, IN, NE, IA, MN, WI, MI, WV, MO, WDC, MD, VA	REGULAR	\$580.40	\$313.47	\$266.94	N/A
	TIME AND 7/10	\$834.70	\$454.74	\$379.96	N/A
	DOUBLE TIME	\$943.67	\$515.29	\$428.38	N/A

** Rates indicated apply for work and travel time, performed outside the scope of the Agreement*

LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION IV OH, PA (EXCLUDING PHILADELPHIA), IL, IN, NE, IA, MN, WI, MI, WV, MO, WDC, MD, VA	TIME AND 7/10	\$343.9 2	\$187.37	\$156.56	
	DOUBLE TIME	\$471.8 4	\$257.65	\$214.20	

**Overtime premium rates apply for covered work and travel time performed outside of normal working hours (Premium Portion Only). Premium portion shall not include fringe benefits*

REGION V

HOURLY BILLING RATES (MAINTENANCE AND REPAIR)

OVERTIME PREMIUM BILLING RATES (MAINTENANCE AND REPAIR)

HOURLY LABOR RATES AND U.S. METAL PRODUCTS INDEX

Contract Year 1					
LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION V TX, CO, OK, GA, FL, AR, TN, AL, MS, LA, KS, KY & NC	REGULAR	\$479.48	\$258.32	\$221.15	N/A
	TIME AND 7/10	\$682.97	\$371.36	\$311.60	N/A
	DOUBLE TIME	\$770.18	\$419.83	\$350.35	N/A

** Rates indicated apply for work and travel time, performed outside the scope of the Agreement*

LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION V TX, CO, OK, GA, FL, AR, TN, AL, MS, LA, KS, KY & NC	TIME AND 7/10	\$281.39	\$153.00	\$128.39	N/A
	DOUBLE TIME	\$385.11	\$209.93	\$175.19	N/A

***Overtime premium rates apply for covered work and travel time performed outside of normal working hours (Premium Portion Only). Premium portion shall not include fringe benefits**

LOCATION				
REGION V TX, CO, OK, GA, FL, AR, TN, AL, MS, LA, KS, KY & NC	MECHANIC LABOR RATE, INCLUDING FRINGE BENEFITS APPLICABLE	\$114.65	Date:	Jan-21
	INDUSTRIAL COMMODITY PRICES FOR METALS AND METAL PRODUCTS	225.30	Date:	Jan-21

Contract Year 2					
LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION V TX, CO, OK, GA, FL, AR, TN, AL, MS, LA, KS, KY & NC	REGULAR	\$493.86	\$266.07	\$227.78	N/A
	TIME AND 7/10	\$703.46	\$382.50	\$320.95	N/A
	DOUBLE TIME	\$793.29	\$432.42	\$360.86	N/A

*** Rates indicated apply for work and travel time, performed outside the scope of the Agreement**

LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION V TX, CO, OK, GA, FL, AR, TN, AL, MS, LA, KS, KY & NC	TIME AND 7/10	\$289.83	\$157.59	\$132.24	N/A
	DOUBLE TIME	\$396.66	\$216.23	\$180.45	N/A

***Overtime premium rates apply for covered work and travel time performed outside of normal working hours (Premium Portion Only). Premium portion shall not include fringe benefits**

Contract Year 3					
LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION V TX, CO, OK, GA, FL, AR, TN, AL, MS, LA, KS, KY & NC	REGULAR	\$508.68	\$274.05	\$234.62	N/A
	TIME AND 7/10	\$724.56	\$393.98	\$330.58	N/A
	DOUBLE TIME	\$817.08	\$445.40	\$371.69	N/A

** Rates indicated apply for work and travel time, performed outside the scope of the Agreement*

LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION V TX, CO, OK, GA, FL, AR, TN, AL, MS, LA, KS, KY & NC	TIME AND 7/10	\$298.53	\$162.32	\$136.21	N/A
	DOUBLE TIME	\$408.56	\$222.71	\$185.86	N/A

**Overtime premium rates apply for covered work and travel time performed outside of normal working hours (Premium Portion Only). Premium portion shall not include fringe benefits*

Contract Year 4					
LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION V TX, CO, OK, GA, FL, AR, TN, AL, MS, LA, KS, KY & NC	REGULAR	\$523.94	\$282.27	\$241.66	N/A
	TIME AND 7/10	\$746.30	\$405.80	\$340.49	N/A
	DOUBLE TIME	\$841.60	\$458.76	\$382.84	N/A

** Rates indicated apply for work and travel time, performed outside the scope of the Agreement*

LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION V TX, CO, OK, GA, FL, AR, TN, AL, MS, LA, KS, KY & NC	TIME AND 7/10	\$307.48	\$167.19	\$140.30	N/A
	DOUBLE TIME	\$420.82	\$229.40	\$191.43	N/A

**Overtime premium rates apply for covered work and travel time performed outside of normal working hours (Premium Portion Only). Premium portion shall not include fringe benefits*

Contract Year 5					
LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION V TX, CO, OK, GA, FL, AR, TN, AL, MS, LA, KS, KY & NC	REGULAR	\$539.66	\$290.74	\$248.91	N/A
	TIME AND 7/10	\$768.69	\$417.97	\$350.71	N/A
	DOUBLE TIME	\$866.84	\$472.52	\$394.32	N/A

**** Rates indicated apply for work and travel time, performed outside the scope of the Agreement***

LOCATION	REGULAR RATES *	TEAM	MECHANIC	HELPER	PROBATIONARY HELPER
REGION V TX, CO, OK, GA, FL, AR, TN, AL, MS, LA, KS, KY & NC	TIME AND 7/10	\$316.71	\$172.20	\$144.50	N/A
	DOUBLE TIME	\$433.44	\$236.28	\$197.18	N/A

****Overtime premium rates apply for covered work and travel time performed outside of normal working hours (Premium Portion Only). Premium portion shall not include fringe benefits***

APPENDIX B -
PERFORMANCE REQUIREMENTS, KEY PERFORMANCE INDICATORS AND PENALTIES

- A. Supplier agrees to maintain the following minimum performance requirements for the geared, geared, gearless machine-room-less (MRL), and hydraulic elevators listed in this Appendix B. Supplier assuming maintenance for a new location will have six months to bring all units up to these criteria.
- B. Equipment performance requirements indicated are the minimum standard and are not the sole criteria for judging Supplier's performance. Consistent failure to meet performance requirements shall be grounds for cancellation of this Agreement:
1. Floor to Floor Time - Floor-to-floor times are measured in seconds from start of doors closing, including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors are 3/4 open for center opening doors or 1/2 open for side opening doors. Times shown are ± 0.2 seconds.

**FLOOR-TO-FLOOR PERFORMANCE TIME REQUIREMENTS IN SECONDS
FOR TRACTION ELEVATORS**

SPEED (FPM)	ACCEL RATE (FPS ²)	DOOR TYPE AND OPENING WIDTH *								ADJUSTMENT PER FOOT OF TRAVEL FROM 12'-0" STANDARD ** (SECONDS)
		SIDE OPENING				CENTER OPENING				
		36"	42"	48"	54"	36"	42"	48"	54"	
GEARED RANGE										
200	1.75	11.2	12.0	12.8	13.6	9.5	10.0	10.5	11.0	0.30
250	1.75	10.8	11.6	12.5	13.3	9.2	9.7	10.2	10.7	0.25
300	2.0	10.4	11.3	12.1	12.9	8.9	9.3	9.8	10.3	0.20
350	2.25	10.2	11.1	11.9	12.7	8.7	9.1	9.6	10.1	0.20
400	2.5	10.0	10.9	11.7	12.5	8.5	8.9	9.4	9.9	0.20
450	2.75	9.8	10.7	11.5	12.3	8.3	8.7	9.2	9.7	0.20
GEARLESS RANGE										
500	3.75	9.1	10.0	10.8	11.6	7.6	8.0	8.5	9.0	0.18
700	3.75	9.1	10.0	10.8	11.6	7.6	8.0	8.5	9.0	0.18
800	3.75	9.1	10.0	10.8	11.6	7.6	8.0	8.5	9.0	0.18
1000	3.75	9.1	10.0	10.8	11.6	7.6	8.0	8.5	9.0	0.18
1200	3.75	9.1	10.0	10.8	11.6	7.6	8.0	8.5	9.0	0.18
* Values are based on 7'-0" to 7'-6" high doors. For 7'-6" to 8'-6" high doors, add following factor; 0.5 second for widths up to 42" and 1 second for widths over 42".										
** Values are based on 12'-0" floor-to-floor height. Adjust using factors noted for variation from this standard.										

**FLOOR-TO-FLOOR PERFORMANCE TIME REQUIREMENTS IN SECONDS
FOR MACHINE ROOM LESS TRACTION ELEVATORS**

SPEED (FPM)	ACCEL RATE (FPS ²)	DOOR TYPE AND OPENING WIDTH *								ADJUSTMENT PER FOOT OF TRAVEL FROM 12'-0" STANDARD ** (SECONDS)
		SIDE OPENING				CENTER OPENING				
		36"	42"	48"	54"	36"	42"	48"	54"	
GEARED RANGE										
200	1.75	11.2	12.0	12.8	13.6	9.5	10.0	10.5	11.0	0.30
250	1.75	10.8	11.6	12.5	13.3	9.2	9.7	10.2	10.7	0.25
300	2.0	10.4	11.3	12.1	12.9	8.9	9.3	9.8	10.3	0.20
350	2.25	10.2	11.1	11.9	12.7	8.7	9.1	9.6	10.1	0.20
400	2.5	10.0	10.9	11.7	12.5	8.5	8.9	9.4	9.9	0.20
450	2.75	9.8	10.7	11.5	12.3	8.3	8.7	9.2	9.7	0.20
GEARLESS RANGE										
500	3.75	9.1	10.0	10.8	11.6	7.6	8.0	8.5	9.0	0.18
700	3.75	9.1	10.0	10.8	11.6	7.6	8.0	8.5	9.0	0.18
* Values are based on 7'-0" to 7'-6" high doors. For 7'-6" to 8'-6" high doors, add following factor; 0.5 second for widths up to 42" and 1 second for widths over 42".										
** Values are based on 12'-0" floor-to-floor height. Adjust using factors noted for variation from this standard.										

**FLOOR-TO-FLOOR PERFORMANCE TIME REQUIREMENTS IN SECONDS
FOR HYDRAULIC ELEVATORS**

SPEED (FPM)	DOOR TYPE AND OPENING WIDTH *								ADJUSTMENT PER FOOT OF TRAVEL FROM 12'-0" STANDARD ** (SECONDS)	
	SIDE OPENING				CENTER OPENING					
	36"	42"	48"	54"	36"	42"	48"	54"		
50	21.5	22.5	23.5	24.5	19.5	20.0	20.5	21.0	1.2	
75	17.5	18.5	19.5	20.5	15.5	16.0	16.5	17.0	0.8	
100	15.5	16.5	17.5	18.5	13.5	14.0	14.5	15.0	0.6	
125	14.5	15.5	16.5	17.5	12.5	13.0	13.5	14.0	0.5	
150	13.5	14.5	15.5	16.5	12.0	12.5	13.0	13.5	0.4	
* Values are based on 7'-0" to 7'-6" high doors. For 7'-6" to 8'-6" high doors, add following factor; 0.5 second for widths up to 42" and 1 second for widths over 42".										
** Values are based on 12'-0" floor-to-floor height. Adjust using factors noted for variation from this standard.										

2. Door opening times are measured in seconds from start of car door open until doors are fully open, per Appendix A. Times shown are ±0.1 seconds.
3. Door closing times are measured in seconds from start of door close to doors fully closed and shall be no less than the times shown per above schedule or those permitted by code. Times shown are ±0.1 seconds
4. Door Closing Force - Door closing force is measured at rest with the doors between 1/3 and 2/3 closed. Door closing force shall be no more than 30 lbf.

5. Door opening and closing shall be smooth and quiet, with smooth stops at the extremes of travel. Car and hoistway doors shall open flush with entrance jambs and each other.

DOOR OPEN/CLOSE TIME REQUIREMENTS *

DOOR WIDTH	HIGH SPEED, HEAVY DUTY 2.5 FPS				MEDIUM SPEED, MEDIUM DUTY 2.0 FPS				LOW SPEED 1.5 FPS			
	SIDE OPENING		CENTER OPENING		SIDE OPENING		CENTER OPENING		SIDE OPENING		CENTER OPENING	
	OPEN	CLOSE	OPEN	CLOSE	OPEN	CLOSE	OPEN	CLOSE	OPEN	CLOSE	OPEN	CLOSE
30"	1.8	3.1	1.3	2.0	2.0	3.1	1.4	2.0	2.3	3.1	1.6	2.0
32"	1.8	3.2	1.5	2.2	2.1	3.2	1.5	2.2	2.5	3.2	1.8	2.2
34"	1.9	3.4	1.5	2.2	2.2	3.4	1.5	2.2	2.7	3.4	1.8	2.2
36"	2.1	3.4	1.5	2.2	2.2	3.4	1.6	2.2	2.8	3.4	1.9	2.2
38"	2.1	3.5	1.6	2.3	2.3	3.5	1.6	2.3	2.9	3.5	2.0	2.3
40"	2.2	3.8	1.6	2.3	2.4	3.8	1.7	2.3	3.0	3.8	2.0	2.3
42"	2.3	4.0	1.6	2.4	2.5	4.0	1.7	2.4	3.1	4.0	2.1	2.4
44"	2.3	4.1	1.6	2.5	2.6	4.1	1.7	2.5	3.2	4.1	2.1	2.5
46"	2.4	4.2	1.6	2.6	2.7	4.2	1.8	2.6	3.3	4.2	2.2	2.6
48"	2.4	4.6	1.6	2.7	2.7	4.6	1.8	2.7	3.5	4.6	2.2	2.7
50"	2.5	4.6	1.8	2.7	2.8	4.6	1.9	2.7	3.6	4.6	2.3	2.7
52"	2.6	4.8	1.8	2.8	2.9	4.8	1.9	2.8	3.7	4.8	2.3	2.8
54"	2.6	5.1	1.8	3.0	3.0	5.1	1.9	3.0	3.7	5.1	2.3	3.0
60"	2.8	6.1	1.8	3.2	3.2	6.1	2.1	3.2	4.1	6.1	2.6	3.2
66"	3.0	6.1	1.9	3.5	3.5	6.1	2.2	3.5	4.3	6.1	2.6	3.5
72"	3.2	6.6	2.0	3.7	3.7	6.6	2.3	3.7	4.7	6.6	2.8	3.7

* Values are based on 7'-0" to 7'-6" high doors. For 7'-6" to 8'-6" high doors, add following factor; 0.5 second to close time for widths up to 42" and 1.0 second close time for widths over 42". Times are from closed to fully open or fully open to fully closed.

6. Speed - Variance from rated speed, regardless of load, shall not exceed the following in either the up or down direction:
 - a. 3% for closed loop equipment
 - b. 5% for open loop equipment
 - c. 10% up/-20% down, no load, for hydraulic equipment
7. Stopping Zone – Stopping zone is the measured variation in inches in vertical distance between the car sill and the landing sill when the car has stopped under any load condition Stopping accuracy shall be ± 1/4 inches.
8. Stopping accuracy shall be measured under all load conditions and maintained per this Agreement. Standards shown are maximum allowable from no load to full load.
9. Acceleration and deceleration shall be smooth, with no noticeable “steps” or bumps to increase or reduce speed, and no objectionable vibrations.
10. Elevator cars shall travel smoothly and quietly through the hoistways.

- C. Car Ride Quality and Noise – All elevators shall be maintained and adjusted to meet the performance requirements per the original specifications for the equipment at each site and within the following parameters:
1. Horizontal acceleration within the cars during all riding and door operating conditions shall not exceed 15 mg peak to peak for gearless elevators and 20 mg peak to peak for geared elevators, in the 1-10 Hz range. Measurement criteria shall be ISO 8041, peak -to-peak vs. A95 standard.

- a. Vertical acceleration and deceleration shall be constant and not exceed 4 feet/second/second with an initial ramp between 0.5 and 0.75 seconds.
 - b. Sustained jerk shall not exceed 6 feet/second³.
 - c. Measured noise levels in any moving car outside the leveling zone shall not exceed 55 dBA under any condition including ventilation blower or fan on highest speed. Measured noise levels in the car within the leveling zone or when the car is stopped shall not exceed 60 dBA. There shall be no discernible sound in the elevator car from the machine, pump unit, ropes, sheaves, motor generator sets, platforms, cab walls, or car guides unless it is mutually determined by Supplier and Burlington that such sounds are attributable to the design of the equipment (provided such design exception shall not apply to the extent that Supplier has provided design or redesign Services under this Agreement or a related agreement).
2. Escalator measured noise levels in the upper and lower return and/or machine areas shall not exceed 60 dBA under any condition. There shall be no discernible sound in the escalator from the machine, track system, chains, handrail drive, newel ends, or step/pallet assembly unless it is mutually determined by Supplier and Hotel that such sounds are attributable to the design of the equipment, provided such design exception shall not apply to the extent that Supplier has provided design or redesign Services under this Agreement or related Agreement

Vertical Transportation KPI evaluation

Target	Measured by Unit, Group, or Building Performance
100%	Maintenance Procedures completed
≤ 4	Callbacks per unit per year
≥90 days	Mean Time Between Callbacks (Note: When a unit falls below the 90-day threshold it shall be considered as conditionally passing in subsequent months if the elevator has no callbacks during that month. Callbacks due to vandalism or misuse of the equipment shall be excluded from MTBC calculation.)
≥99.5%	Equipment Availability
≤1	Entrapments per unit per 12 month rolling period. (Note: When a unit has had 1 entrapment in a 12-month period, it shall be considered as conditionally passing if the elevator has had no entrapments in the current month.)

Supplier KPI Evaluation and Penalty Assessment Table

Key Performance Indicator	Minimum Requirement	Penalty
Callbacks	No more than 1 callback per quarter per elevator/escalator. Callbacks for items not covered by the contract are not counted in this metric.	Each excessive callback is penalized \$100 per unit per instance. For equipment that has not been modernized in twenty (20) years or more, callback penalties will be reduced by 50% and waived for equipment over thirty (30) years. All other requirements remain as stated.
Entrapments	Entrapments shall not exceed 1 per year per elevator. A year will be defined as a rolling 12-month period.	Each excessive entrapment is penalized \$200 per unit per instance.
Equipment Uptime	Average equipment availability shall be greater than 99.5% per units, calculated on a 24-hours day.	KPI Only – no penalty
Response Time	60 minutes for entrapment calls	\$200 Penalty for every occurrence exceeding this requirement.
Mean Time Between Callbacks	Mean time between callbacks shall not be less than 90 days in a rolling 12-month period.	KPI Only – no penalty
Extended Out of Service Time	If any unit is shut down due to equipment failure for more than 72 continuous hours, maintenance billing for that unit shall be suspended until it is restored to beneficial usage, excluding scheduled equipment repairs.	Suspended billing shall be calculated per unit, per day, and will not begin until the 72-hour period is exceeded.
Annual Condition Review	An Annual Condition Review shall be completed in accordance with 1.23C. All reports shall be submitted by June 30 of each year.	\$200 Penalty per each property not completed per each month that the supervisor inspection report, capital plan and unit history data is overdue.

Performance shall be reviewed on a quarterly basis by the Hotel and Supplier on April 15, July 15, October 15, and January 15. All penalties will be credited on the next monthly invoice following the quarterly review. Penalties will be capped at the monthly per unit value of the Agreement.

APPENDIX C -
DEFINITIONS

The words or phrases shown below, which appear in this Agreement, are defined as follows.

- A. **AHJ:** Authority Having Jurisdiction
- B. **Pro-Active:** Acting in anticipation of future problems, needs, or changes.
- C. **Full:** Complete, especially in detail, number, or duration; all that is wanted, needed, or possible.
- D. **Preventive:** To anticipate or act ahead of; to keep from happening.
- E. **Maintain/Maintenance:** Keep in an existing state. Preserve from failure or decline.
- F. **Timely Replacement:** Adequate inventory of commonly used spare parts and other components for elevators available within 4 hours.
- G. **Tenant Sensitive Items:** Anything concerning the elevators that tenants can see, hear, or feel.
- H. **Callback:** Any request by property personnel for elevator service assistance, and those requests which elevator industry jargon would describe as a “callback.”
- I. **Mean Time Between Callback:** The average time between out of service and return to service. This is calculated as the total time out of service / number of out of service events. In the context of this Agreement, refers to Mean Time Between Callbacks.
- J. **Reserved.**
- K. **Availability:** Considers equipment down time vs. maximum equipment up time or usage time. This is calculated as “maximum availability - down time/maximum availability - 100” and is expressed as a percentage. The higher the percentage, the better the performance is. This percentage is only calculated vs. the time in the building or facility when the equipment is required to support building activity. The evaluation considers actual equipment availability vs. potential 100% availability.
- L. **Entrapments:** An out of service elevator with passengers in the cab requiring the Supplier or other emergency personnel to release the passengers.
- M. **Rebuild:** To repair, especially to dismantle, rewind, machine and or reassemble with new parts.
- N. **Fabricate:** To construct or manufacture from prepared, standard, or custom components.
- O. **Applicable Laws:** all laws, codes, rules, and regulations set forth by appropriate AHJs in the locations where Services are performed, as applicable to the Equipment or the Services and as in effect from time to time. Notwithstanding the foregoing, any changes to Applicable Laws after the execution of this LMA may require an amendment to the LMA including any necessary price adjustments.

- P. **Affiliates:** with respect to any Party to this Agreement or other entity, (i) any one or more persons or entities that, directly or indirectly, control, are controlled by, or are under common control with, such Party or other entity, where “control” means direct or indirect possession of the power to direct or cause the direction of the management and policies of such Party or other entity, whether through ownership of voting interests, by contract, or otherwise.

APPENDIX D -
EXTENT AND SCOPE OF SERVICES

- A. Pro-Active Full Preventive Maintenance: Supplier shall regularly and systematically, on a continuous basis, examine, clean, lubricate and adjust the vertical transportation equipment and provide unlimited callback service during regular working hours and, as conditions warrant, in accordance with accepted industry standards and the applicable manufacturer's published specifications and technical field notes, including those published internally within the manufacturer's organization, repair or replace all portions of the equipment, except those specifically excluded, including but not limited to the work and coverage described hereinafter.
- B. Elevators:
1. Basic Elevator Scope: The services shall include all work and materials expressly required under this Agreement or reasonably inferred, whether or not expressly stated herein, including, but not limited to the following:
 2. Each visit shall include a visual inspection of hoistways, machine rooms and pits. Supplier shall report any concerns to the property operations team.
 - a. Hoist machines, including worms, gears, thrust bearings, drive sheaves, drive sheave shafts and shaft bearings, tachometers, brake assemblies and pulleys, and all other components and parts of the machine and brake.
 - b. Hoist motors and power conversion devices, including motor windings, field coils, rotating elements (including armatures and commutators), brushes, brush holders, motor bearings, and all other related components and parts.
 - c. Controllers, selectors and dispatching equipment, including all micro-processor and/or solid-state components, relays, resistors, capacitors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, encoders, tach generators, steel selector tapes (or cables), mechanical and electrical driving equipment (drives), and all other related components and parts;
 - d. Governors, including governor sheave shaft assemblies, bearings, contacts, governors' jaws, and all other related components or parts.
 - e. Rope brake devices, secondary braking devices,
 - f. Car and counterweight safeties, including actuating mechanisms, jaws, and all other related components and parts.
 - g. Hoistway equipment, including deflector or secondary sheaves and sheave bearings, car and counterweight guide rails (excluding replacement), top and bottom limit switches, counterweights and counterweight guide shoes including rollers or sliding gibs, inductors, cams, tapes and all other related components and parts.
 - h. Hoistway entrance equipment, including hoistway door interlocks, hangers, hanger covers and tracks, hoistway door drive assemblies including vanes, drive blocks, clutches, pick-up assemblies and bearings, bottom door guides, auxiliary door closing devices (including cables, sheaves, and arms), door restrictor devices, and all other related components and parts;
 - i. Car and hoistway door gibs, including their attachments to the door panels.
 - j. Car equipment, including car guide assemblies, guide rollers or sliding car guides, car door restrictors, car top exhaust fan or blowers, car top 2:1 sheaves, load weighing or sensing switches, car top inspection stations, car top and bottom lights, car frames, car platforms, and all other related components and parts;
 - k. Car door operators, including door drive chains, sheaves or belts, car door hangers, hanger covers and rollers, car door contacts, all door protective devices (including

screen type detectors, proximity edges, mechanical safe edges and light rays), and all other related components and parts.

- l. Pit equipment, including car and counterweight buffers, tape sheave assemblies, governor rope pit tension sheave assemblies, compensating rope sheave assemblies or other pit mounted compensation guides, pit lights, and light fixtures including re-lamping (bulbs furnished by Hotel), and all other related components and parts.
 - m. Alarm bells, emergency stop switches, emergency car lights, and batteries.
 - n. Car operating panels and their attachments to return panels, hall call pushbutton stations, car, and corridor signals and fixtures (including lighted surrounds or buttons), visual and audible signaling devices, remote status panels, switches, traveling cables, hoistway wiring and all other related components and parts.
 - o. Hoist, compensating, and governor ropes, chains or belts and their fastening means, and all other similar or related components and parts.
 - p. Seismic Devices, including seismic switches and contacts, derailment devices, and all other related components and parts if applicable.
 - q. Hydraulic: Elevator pump, motor, motor windings, roped hydraulic cables, governors, plunger single or multi-stage, all plunger packings, oil, V-belts, strainers, valves, mufflers, Victaulic fittings, seals, pit oil return units, emergency return unit, oil coolers, emergency return unit and battery. If there is a leak in the hydraulic tank, Supplier is expected to make all attempts to repair the leak. Replacement of the tank unit is the responsibility of the Hotel.
3. Additional Elevator Scope of Work:
- a. Treat all motor windings, as needed, with proper insulating compound that has been approved by the motor manufacturers. Replace any cracked or badly worn field coil windings.
 - b. Keep all car tops, pits, and hoistways clean and free from dirt, oil, lint, debris, and stored items, and maintain each machine room in clean, neat condition.
 - c. Renew all wire ropes or hoisting belts as often as is necessary to maintain an adequate factor of safety. Maintain equal tension on all hoisting ropes or belts, and, where appropriate, shorten any hoisting device as necessary to provide continued safe operation and maintain normal traction.
 - d. Keep all wire ropes, hoisting belts, and guide rails clean and free from dirt, lint, rust, or accumulated grease, and keep rail shanks properly painted.
 - e. Repair or replace conductor cables/traveling cables and hoistway and machine room elevator wiring to prevent shutdowns and provide uninterrupted operation of elevator signals and uninterrupted elevator operation.
 - f. Disassemble machine brakes annually, unless otherwise agreed in writing, check for and replace worn parts, clean all retained parts, reassemble, lubricate, and adjust for proper operation.
 - g. Affix by stencil painting and maintain the appropriate elevator numbers on the car crossheads and on all equipment components in the machine rooms and pits, including hoist machines, motor generators, governors, control cabinets, buffers, and compensation sheave assemblies. These numbers shall be a minimum of 1½" high except on the governor or compensation sheave assembly, which may be less if a suitable flat surface of 1½" is not available.
 - h. Repair damage to car and hoistway door finish when caused by improper adjustment or maintenance of associated door equipment.
 - i. Replace burned out light tubes or bulbs, furnished by Hotel, in all machine room and pit light fixtures. Replacement of car light bulbs or tubes shall be Hotel's responsibility when accessibility is possible using standard hand tools from inside elevator cab.

- j. Maintain the emergency telephone, telephone buttons, button contacts, speakers, and wiring from the machine room junction box, in a fully operational condition. Also maintain wiring for the car telephones from the cars to the machine room junction boxes.
 - k. 24/7 monitoring of the emergency communication devices per code requirements.
 - l. Maintain, in fully operational condition, the complete Elevator Status or Monitoring Panels in the main lobby Security Desk, and the complete elevator panel in the Fire Command Center, including all lenses, lights, switches, and all associated wiring from the panels to the machine room junction boxes.
 - m. Maintain, in fully operational condition, Elite type elevator position indicators.
 - n. Any panel that includes integral elevator information within the display.
 - o. Maintain the emergency telephone buttons, button contacts, speakers, and wiring to the machine room junction box, in a fully operational condition. Also maintain wiring for the car telephones from the cars to the machine room junction boxes.
4. Additional Services:
- a. Cleaning:
 - 1) Supplier shall clean elevator equipment, machine rooms, hoistways, and pit floors at regular intervals sufficient in frequency to maintain a professional appearance, prevent tracking of dirt, oil, grease, or carbon dust from car tops, pits or machine rooms onto carpeted areas, and to preserve the life of the equipment.
 - 2) Supplier shall not be responsible for cleaning any equipment made necessary by events beyond its reasonable control or as a result of improper janitorial or building maintenance functions. Unusual conditions, such as on-going construction or “build-out” in the building may be reviewed with Hotel to determine responsibility for cleaning.
 - b. Painting: KONE Comment: Painting will be limited to machine room floors only.
 - 1) Paint all elevator machine room floors. Shall be maintained and painted with a low VOC paint including the color additive “Deck Gray” or other suitable color if approved by Hotel.
 - 2) All paint shall be suitable for the purpose intended and shall be high quality. Application of the paint shall, in all circumstance, comply with current ASME, OSHA, and applicable local codes. Supplier shall schedule all painting procedures with Hotel.
 - c. Lubrication:
 - 1) Lubricate the equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.
 - 2) Lubricants, cleaning fluids and all combustible liquid shall be stored in metal cabinets in the machine room and shall be disposed of in accordance with OSHA and EPA guidelines. MSDS data sheets shall be posted as required.
 - d. Adjustment: Adjust the equipment as necessary:
 - 1) To the specifications found in this agreement.
 - 2) When required to maintain performance standards specified in this Agreement.
 - 3) When necessary to preserve the useful life of a part or assembly.
 - 4) When necessary to prevent or eliminate Tenant Sensitive items from becoming adversely noticeable to building’s tenants.

- 5) Additionally, Supplier shall check and adjust the elevator dispatching systems and make necessary tests at such intervals as are required to ensure all systems are operating properly. If required to complete such system checks, this work shall be completed during overtime at no additional cost to Hotel.
- e. Repairs and Replacements: Make repairs and/or replace all worn, damaged, or broken parts or components. Parts or components requiring repair shall be rebuilt to “as new” condition. Parts or components shall be replaced:
 - 1) When worn beyond normal adjustment limits.
 - 2) When necessary to ensure continued normal operation.
 - 3) When necessary to extend the useful life of the elevators or any of their components.
 - 4) When necessary to continue safe, dependable operation in accordance with ASME A17.1 and A17.2 Code.
 - 5) When necessary to continue performance of the equipment in accordance with its original design.
 - 6) When necessary to maintain the performance, standards specified in this Agreement, including the elevator performance, smoothness and quietness of operation.
 - 7) When more than one elevator requires repair, Hotel, upon consultation with Supplier, shall establish priorities of accomplishment.
 - f. Manufacturers’ Parts and Lubricants: In performing the Services, Supplier agrees to provide parts used by manufacturers of the equipment for replacement or repair, and to use lubricants obtained from and/or recommended by the manufacturer of the equipment. Equivalent parts or lubricants may be used if approved in writing by Hotel.
 - g. Adequate Parts and Parts Storage:
 - 1) Supplier shall maintain an adequate inventory of spare parts and components to permit timely replacement and repairs without delay. All parts, materials, lubricants, rags, cleaning fluids, combustible liquids, and other materials and supplies shall be kept and stored in U.L. rated metal cabinets, provided by Supplier, properly secured, in each machine room, unless code required clearances would be violated by the presence of such cabinets. All materials and supplies kept in these cabinets shall be neatly arranged, and cabinet doors shall be left in the fully closed position after each visit.
 - 2) Cabinets shall be sufficient in number and size to store all parts, materials, and supplies out of sight. No parts, materials, or supplies shall be stored on top of cabinets, on the floors, or any other place where they are visible.
 - h. Prompt Corrective Action: When, as a result of an examination, a need for corrective action is apparent and the corrective action is within the scope of Supplier’s responsibility, Supplier shall proceed immediately to make such replacements, repairs, and/or corrections. If Supplier reasonably believes the corrective action is not within the scope of Supplier’s responsibility, and no safety or potential safety problem exists, Supplier shall deliver a written report to Hotel within seven days of the examination. If a safety or potential safety problem exists, Supplier shall immediately take corrective action after authorization from Hotel at the least possible expense to Hotel, regardless of scope of responsibility, and make a prompt written report to Hotel.

C. Escalators and Moving Walks:

1. Basic Escalator and Moving Walk Scope:
 - a. Drive Machines, including worms, gears and bearings, drive chains, sprockets, bushings, shafts, belts, governors, and all other related components and parts.
 - b. Brakes, including brake coils, arms, bearings, sheaves, linings, contacts, and all other related brake components and parts.
 - c. Motors, motor windings, rotating elements, bearings, shafts, and all other related components and parts.
 - d. Step chains, tracks, step chain sprockets, step chain tension devices, and all other related components and parts.
 - e. Controllers, including all relays, contacts, coils, resistors, operating and motor circuits, magnets and magnet coils, transformers, rectifiers, solid state devices, and all other related components and parts.
 - f. Handrails, handrail drives (including drive chains and sheaves), handrail brush guards, handrail guides or guide rollers, alignment devices, and all other related components and parts.
 - g. Steps, step treads, step wheels and rollers, step axles and axle bushings, step risers, and all other related components and parts.
 - h. Comb plates, floor plates, and all other related components and parts.
 - i. Stop buttons, slack step chain switches, skirt safety switches, step up-thrust switches, handrail entry switches, comb-step impact devices, stopped handrail devices, missing or displaced step switches, and all other related components and parts.
 - j. Truss heaters, comb plate heaters, or other heaters provided by original installer.
 - k. Remote maintenance monitoring devices.
 - l. Main line disconnects located within truss, if provided by original equipment installer.
2. Additional Escalator Scope of Work:
 - a. Supplier shall maintain handrail drives so that handrails operate at substantially the same speed as the steps.
 - b. Supplier shall maintain step treads, comb plates and step risers so that the step riser cleats mesh with the slots on the adjacent step treads, and the comb plate teeth mesh with and are set into the slots in the step treads.
 - c. Supplier shall maintain the balustrade section fastenings and attachments and the trim moldings so that adjoining surfaces conform to ASME A17.1-2010.
 - d. Escalator Clean-Down: As needed, with a maximum interval of three (3) years, Supplier shall provide a complete clean-down of each escalator. All steps shall be removed, cleaned thoroughly, and examined for cracks or other defects. All exposed parts and components of each escalator shall be examined for excessive wear. Worn parts, including step rollers, shall be replaced, and each escalator shall be completely lubricated. After reassembly, safety devices shall be tested, and the escalator adjusted for proper operation. All escalator clean-down work shall be performed during hours agreed upon with Hotel.
Full escalator cleandowns will be performed every three years. Full step removal is not required and KONE will provide a detailed process for our standard cleandown procedure following our KONE maintenance methodology. Cracked steps are owner's responsibility.
 - e. Supplier shall perform testing and maintain all step to skirt clearances within the limits required by the local Authority Having Jurisdiction under code A17.1 – 2010 or later. Provided skirts are not damaged and have current ability to meet requirements.

- f. Supplier shall maintain all operating and safety devices provided at the time of installation and listed in ASME A17.1-2010 or later, so that they operate and function as required by the code.

APPENDIX E -
CODE-MANDATED TESTS

- A. Supplier shall schedule, coordinate, and complete statutory Category 1, 3, and 5 tests and other equipment tests in accordance with the more stringent of the requirements of ASME A17.1 of the AHJ including but not limited to:
1. Annual no load slow speed test of car and counterweight safeties (as required), governors, and buffers.
 2. Five-year, full load, full speed test of car and counterweight safeties, governors, and buffers.
 3. Monthly Firefighters' service operation test - Supplier shall conduct and log monthly fire service testing in months that they are on site for regular service visits. For alternate months, the property will be responsible for testing and logging fire service.
 4. Annual pressure relief tests on hydraulic elevators.
 5. Annual standby power operation tests on elevators.
 6. Annual escalator step/skirt index test.
 7. Supplier shall conduct and log operational tests in months that they are on site for regular service visits. Where installed: battery pack car, emergency lighting, battery pack car emergency air conditioner, monthly car emergency communication device, and battery pack car lowering devices or car rescue devices.
- B. Supplier shall schedule, coordinate, and complete all statutory tests. Supplier shall schedule said tests in the presence of local enforcing authority and/or persons designated by Hotel. Scheduling difficulties shall not exempt Supplier from performing tests in compliance with applicable Code or regulatory requirements.
- C. Supplier shall make "Periodic Inspections and Tests" in accordance with the more stringent of the requirements of ASME A17.1 or the AHJ.
- D. Supplier shall provide not fewer than five business days' prior notification to Hotel of its intention to perform any test including Category 1, Category 3 and/or Category 5 rated speed, rated load tests such that a representative of Hotel may witness the tests. Written reports of all "Periodic" tests shall be submitted to Hotel. The Agreement Price shall include all such required tests during regular hours.
- E. The Elevator Supplier must assist with periodic inspection and testing of Standby Power Operation in accordance with the more stringent of ASME A17.1 or the AHJ. Hotel shall conduct tests during regular hours. Should Hotel require tests during overtime hours, the additional costs for tests performed in overtime shall be paid by Hotel in accordance with this Agreement. If the elevators systems fail to work correctly during the testing procedure the elevator Supplier shall make necessary corrections and be present at the next test to assure proper operation at no charge to the customer. The base hours spent providing this assistance during this overtime testing may be credited against the minimum hours required by this Agreement.
- F. Category 1 and Category 3 tests shall be performed during regular hours. Category 5 tests shall also be scheduled during regular working hours. Should Hotel require tests during overtime hours, the additional costs for tests performed in overtime shall be paid by Hotel in accordance with the stated billing rates.

- G. Supplier shall affix metal tags for all Category 1, 3 and 5 tests in accordance with ASME A17.1-2004 or later, adopted by the AHJ.
- H. Supplier shall complete and submit all documentation required of elevator service provider by AHJ.
- I. Supplier is responsible for ensuring all equipment included under Agreement is free and clear of all violations whether those violations are the result of AHJ-required testing or other inspections.
- J. Supplier's failure to execute statutory tests mandated by either national Codes or local jurisdictions or regulations within thirty calendar days of required time constraint shall make the Supplier responsible for any fines assessed by the AHJ. In the event the AHJ places the elevator out of service or levies a fine because of missed statutory tests, no additional costs shall be paid by Hotel. To prevent missed required testing, the Supplier shall schedule said tests in a timely manner with the building management.
- K. Before performing tests of the elevators, Supplier shall take all reasonable steps to verify that the equipment is in a safe condition for testing, shall check appropriate clearances, shall check basic operation of safety devices and shall adhere to best practices in making the tests, including all safety procedures in general use by the Supplier or published by the Supplier or manufacturer of the equipment.
- L. Supplier shall be responsible for damages to elevator components as a result of any AHJ/code-required test if damage would have been prevented through proper maintenance of equipment or safety devices.
 - 1. This includes, but is not limited to, machines, buffers, sheaves, ropes, safety devices.
 - 2. Interior finishes are EXCLUDED from the Supplier's responsibility.
- M. Submit written reports to Hotel within ten (10) working days of completion of tests, confirming findings including corrective action(s) required and taken. When a deficiency is noted by the AHJ, for items that are not covered under the Service Agreement, Supplier shall submit a written proposal to Hotel within ten (10) working days.
- N. KONE is responsible for testing required at the time of contract execution. AHJ or code changes that require new requirements would be considered new scope. All testing on regular time. Contractor's price is based on the applicable elevator codes, laws, by-laws, regulations (the "Regulations") in force at the time the tender closes. Any updates to the Regulations that cause Contractor to incur additional costs may require a change order which also may include a price adjustment.

Canada Specific Clarifications (clarifications noted above apply in addition to these below):

- 1. Pricing for Canadian locations are in CAD and DO NOT include any applicable taxes.
- 2. Delete Occupancy Discount – the Canadian AHJ require all maintenance and testing be completed regardless of occupancy.
- 3. Response time will be max 2 hours for regular calls due to Canadian geography.
- 4. Response time of 60 min for entrapments subject to traffic and weather conditions
- 5. Please add: The fire testing will be completed annually in Canada

EXHIBIT 2

HSM CORPORATE POLICIES AND SUPPLIER COMPLIANCE STANDARDS

1. **Code of Conduct.** Under Hilton’s Code of Conduct, HSM does not permit its employees to accept business courtesies that create conflicts of interest or the appearance of improper influence. A business courtesy is a present, gift, gratuity, hospitality or favor from a person or firm with whom HSM maintains or may establish a business relationship and for which fair market value is not paid by the recipient. Supplier represents and warrants that it will not provide business courtesies to any employee of any Hotel, HSM or HSM’s Affiliate under such circumstances and Supplier shall promptly report any employee requests of such items.

2. **Conflict of Interest.** Supplier understands and acknowledges that HSM maintains a policy of conducting its business without favoritism or the influence of conflicts of interest, including, but not limited to, using its position to advance a private business or financial interest. HSM requires Supplier to refrain from investments or other involvement which may impair their independence of judgment for Services rendered on behalf of HSM or any of the Hotels. No transactions shall be influenced, or appear to be influenced by Supplier’s personal interests or relationships. Supplier shall have no direct or indirect interests in, or relationships with, any individual or organization which could hinder the objectivity and independence of judgment or conduct in carrying out its obligations under this Agreement to HSM or any of the Hotels. Supplier shall provide HSM with any information regarding known or potential conflict of interest.

3. **Diversity in Subcontracting.** It is HSM’s policy that Diverse Suppliers (as defined below) shall have the maximum practical opportunity to participate in the performance of contracts for Products and Services. For purposes of this Agreement, a “Diverse Supplier” is defined as a business providing Products or Services that qualifies as a disadvantaged-owned small business, minority-owned business, women-owned business, HUBZone business, disabled-owned business, service-disabled veteran-owned business, or certified gay-, lesbian-, bisexual- or transgendered-owned business or veteran-owned business and as modified from time to time by HSM.

Supplier agrees to use its good faith efforts to award subcontracts and/or utilize Diverse Suppliers to carry out this policy to the fullest extent consistent with the efficient performance of this Agreement and without compromise of quality, price, and reliability expectations. Supplier agrees to establish and conduct a program that will enable Diverse Suppliers to be considered fairly as subcontractors under this Agreement.

In addition to these general conditions for Diverse Supplier support, Supplier shall track, maintain, and report Diverse Supplier purchases on a quarterly basis, if available. Reports shall be submitted via HSM’s online 2nd Tier Reporting System and shall include “direct” and/or “indirect” Diverse Supplier’s subcontractor spend.

4. **Equal Employment Opportunity.** (a) HSM is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, if Supplier has operations physically located in the territorial United States (including Puerto Rico), which are involved in Supplier’s performance under this Agreement, and to the extent otherwise applicable, the parties will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and agree that these laws are incorporated herein by reference. **These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.** The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

(b) Under regulations promulgated by the U.S. Department of Labor’s Office of Federal Contract Compliance Programs, HSM, as a federal government contractor, must send written notice of company policy related to its affirmative action efforts to all subcontractors, including subcontracting vendors and suppliers, requesting appropriate action on their part. See 41 CFR 60-741.44(f)(1), 41 CFR 60-300.44(f)(1). This notice is being provided in accordance with that obligation. As part of HSM’s compliance with federal Equal Employment Opportunity and Affirmative Action regulations, we hereby notify you that HSM is an equal opportunity employer that makes employment decisions without regard to race, religion,

color, national origin, citizenship, sex, veteran's status, age or disability status and that HSM takes affirmative steps to employ and advance in employment qualified protected veterans and qualified individuals with disabilities. HSM further notifies you that, as an entity supplying Products or Services to HSM, your organization may be subject to, and required to take action pursuant to, the following laws and accompanying regulations:

- * Executive Order 11246 (and its implementing regulations at 41 C.F.R. part 60);
- * The Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (and its implementing regulations at 41 C.F.R. 60-300);
- * Section 503 of the Rehabilitation Act of 1973, as amended (and its implementing regulations at 41 C.F.R. 60-741); and
- * Executive Order 13496 (and its implementing regulations at 29 C.F.R. part 471, Appendix A to Subpart A).

The equal employment opportunity clauses within each of the above regulations, as applicable, are included by reference in this Agreement.

5. **Responsible Sourcing.** The Responsible Sourcing Policy set forth at <http://ir.hilton.com/~media/Files/H/Hilton-Worldwide-IR-V3/committee-composition/responsible-sourcing-policy-march-2017.pdf> outlines the standards expected of HSM Suppliers. Suppliers are encouraged to have appropriate management systems in place and take steps to comply with this policy, including transparency concerning guidelines and practices and related employee education. We encourage our Suppliers to hold their suppliers and subcontractors accountable to these standards.

6. **Anti-Bribery.**

(a) Supplier and its affiliates, subsidiaries, directors, officers, employees, representatives, consultants, and all other persons acting on its behalf, shall at all times comply with any applicable anti-corruption laws, including but not limited to, the U.S. Foreign Corrupt Practices Act, and the U.K. Bribery Act (collectively, the “**Anti-Corruption Laws**”).

(b) In connection with any aspect of this Agreement or any other transaction involving Hilton, neither Supplier nor any of its affiliates, subsidiaries, directors, officers, employees, representatives, consultants, or other person acting on its behalf shall take any action, directly or indirectly, that may result in a violation of the Anti-Corruption Laws by Supplier or Hilton, including, without limitation, making, offering, authorizing, or promising any payment, contribution, gift, business courtesy, bribe, rebate, kickback, or giving of any other thing of value, regardless of form or amount, to any (i) foreign or domestic government official or employee, (ii) employee of a foreign or domestic government-owned or government-controlled entity, (iii) foreign or domestic political party, political official, or candidate for political office, or (iv) any officer or employee of a public international organization, to obtain a competitive advantage for any party or to receive favorable treatment in obtaining or retaining business. Should Supplier learn or have reason to know that conduct has or may have occurred in violation of this provision, it will immediately notify Hilton.

(c) At Hilton’s request, Supplier and any of its affiliates, subsidiaries, directors, officers, or employees that perform tasks pursuant to this Agreement will certify in writing that they have not engaged in conduct in violation of parts (a) or (b) of this Section.

(d) Supplier agrees to maintain accurate accounting of all expenses incurred in connection with this Agreement.

(e) No rights or obligations of, or services to be rendered by, Supplier under this Agreement shall be assigned, transferred, or subcontracted to any third party without the prior written consent of Hilton. In no event shall Hilton be obligated under this Agreement to take any action or omit to take any action that it believes, in good faith, would cause it to violate the Anti-Corruption Laws.

(f) Hilton or a third party of its choosing shall have the right to access, review, and audit the books, records, and accounts of Supplier and any of its affiliates and subsidiaries, to the extent that they are relevant to this Agreement or any other transaction involving Hilton. Such access, audit and review shall be reasonable as to scope, place, date, and time.

7. **Anti-Money Laundering**. Supplier is and will remain in compliance with all applicable anti-money laundering laws and regulations, including the U.S. Bank Secrecy Act, as amended by Title III, International Money Laundering and Anti-Terrorist Financing Act of 2001, of the USA PATRIOT Act of 2001, as may be amended from time to time.
8. **Trade Sanctions**. Neither Supplier (including any and all of its directors and officers or persons having a controlling interest in Supplier) nor its funding sources are restricted persons or subject to trade restrictions administered by U.S. Office of Foreign Assets Control, as may be amended from time to time, and Supplier is not directly or indirectly owned or controlled by the government of any country that is subject to an embargo by the United States government, and Supplier is not acting on behalf of a government of any country that is subject to such an embargo.
9. **Export Control / Anti-Boycott**. Supplier will comply with all applicable laws and regulations concerning the exportation of any products or technology, including those administered by, without limitation, the United States Department of Commerce, the United States Department of State, and the United States Department of the Treasury. Supplier will also comply with the anti-boycott regulations administered by the United States Department of Commerce, and all laws and regulations administered by the Bureau of Customs and Border Protection in the United States Department of Homeland Security.

EXHIBIT 3
SUPPLIER INSURANCE REQUIREMENTS

Insurance coverage is required from the time Supplier provides Products or commences performance of Services until the later of the completion of such Services or expiration of the Term. The requirements contained herein shall not be construed in any manner to relieve or limit Supplier’s indemnification obligations for any loss or claim arising out of this Agreement. Supplier agrees to provide insurance in accordance with the following:

Waiver of Subrogation – Supplier agrees to waive and shall require its insurers to waive all rights of subrogation against the Indemnitees. The waiver of subrogation will not apply in the event of the HSM’s negligence.

Policies Primary and Non-Contributory – Coverage may be satisfied with any combination of primary, umbrella and/or excess policies. All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs of HSM.

Acceptability of Insurance Carrier – All insurance shall be written by reputable insurers authorized to do business in the relevant jurisdiction(s) and currently rated “A- VII” or better by A.M. Best Company or otherwise acceptable to HSM.

Additional Endorsements –Indemnitees ***shall be included as an additional insured on the Auto Liability and General/Public Liability*** insurance policies. In lieu of any additional insured requirement, Supplier will provide an Owners and Contractors Protective Liability Policy, which lists HSM as Named Insured and all Indemnitees as additional named insureds. This policy will remain in effect for the duration of this Agreement and be in an amount no less than \$5,000,000 per occurrence and shall provide coverage as broad as an occurrence based commercial general liability policy .

<u>Insurance Coverage</u>	<u>Limit</u>
(a) Workers’ Compensation	Statutory
(b) Employer’s Liability	\$500,000 per accident for bodily injury or disease
(c) Commercial General/Public Liability (covering bodily injury, personal injury, property damage, products completed operations, advertising injury and contractual liability)	\$2,000,000 per occurrence
(d) Automobile Liability** **only required if (i) the SOW requires use of an auto, (ii) if Supplier will drive a vehicle onto hotel property, and/or (iii) Supplier will transport passengers in performance of the Services.	\$2,000,000 each accident

Proof of Coverage – Prior to the provision of Products or the commencement of performance of the Services, Supplier shall furnish certificates of insurance evidencing the insurance coverage, including endorsements if needed. The insurance policies shall provide that such insurance shall not be cancelled or materially changed without thirty (30) days’ written notice to HSM.

SIGNIA BY HILTON ATLANTA GEORGIA WORLD CONGRESS CENTER
SERVICES AGREEMENT ADDENDUM

This Addendum is made by and between Geo. L. Smith II Georgia World Congress Center Authority (“Owner”), owner of Signia by Hilton Atlanta Georgia World Congress Center (the “Hotel”) and KONE Inc. (“Provider”) to the Master Supplier Agreement and Individual Maintenance Agreement (“IMA”), which IMA has an effective date of March 1, 2026, as well as all future agreements, statements of work or any associated participation agreements, or terms and conditions between Owner and Provider (collectively the “Agreement”). For avoidance of doubt, this Addendum is only intended to modify the terms and conditions of the MSA with respect to the relationship between Hotel and Provider and shall not alter the terms and conditions of the MSA as to Provider and Hilton Supply Management LLC or any other relationship it governs. This Addendum is effective as of the date of the earliest agreement executed between the parties.

The parties to the Agreement hereby acknowledge that, due to the fact that the Hotel is owned by an instrumentality of the State of Georgia, it is subject to certain contracting restrictions. Accordingly, the parties expressly agree that the terms of this Addendum are incorporated by reference into the Agreement and take precedence over any contrary term contained in the Agreement. Therefore, the parties agree as follows:

1. Notwithstanding anything to the contrary contained in this Agreement, the Hotel and Owner cannot and do not agree to any type of indemnification obligation.
2. Notwithstanding anything to the contrary contained in this Agreement, the Hotel and Owner cannot and do not agree to any provision in the Agreement that calls for the laws of a state other than Georgia to govern the interpretation and enforceability of the contract.
3. Notwithstanding anything to the contrary contained in this Agreement, the Hotel and Owner cannot and do not agree to any provision in the Agreement requiring binding arbitration or mediation. Binding dispute resolution is statutorily restricted to the filing of a lawsuit in the Superior Court of Fulton County, Georgia. Additionally, Hotel and Owner cannot and do not agree to a waiver of jury trial and any such provision in the Agreement shall not apply to Hotel and Owner.
4. Notwithstanding anything to the contrary contained in this Agreement, the Hotel and Owner are insured by operation of law and do not agree to any contract term that requires the Hotel or Owner to maintain specific types of insurance that private companies routinely purchase and maintain (such as commercial general liability insurance). Any such provision requiring the purchase and maintenance of specific types of insurance shall not apply to Hotel and Owner.
5. Notwithstanding anything to the contrary contained in this Agreement, the Hotel and Owner do not agree to pay indirect, consequential, or incidental damages.
6. Notwithstanding anything to the contrary contained in this Agreement, the Hotel and Owner cannot and do not agree to a provision calling for the payment of interest for late payments or paying late payment or cancellation penalties. Any such provision in the Agreement shall not apply to Hotel and Owner.
7. Notwithstanding anything to the contrary contained in this Agreement, the Hotel and Owner does not agree to the automatic renewal of the Term of the Agreement. The Term of the Agreement may be renewed upon the mutual, written agreement of the parties.
8. Notwithstanding anything to the contrary contained in this Agreement, the Hotel and Owner cannot and do not agree to pledge the State’s credit to commit to expenditures that are above and beyond

those expressly contemplated in a contract. The Hotel and Owner cannot agree to any provision that might require the Hotel or Owner to potentially expend money or efforts beyond those expressly contemplated within a contract. Any such provisions in the Agreement shall not apply to Hotel and Owner. Owner and Hotel will only pay for any actual travel expenses for services under the Agreement that are preapproved in writing by the Hotel's Director of Finance or his/her designee and are consistent with Owner's travel policy.

9. Notwithstanding anything to the contrary contained in this Agreement, the Hotel and Owner do not agree to any provision that contemplates that the Hotel and/or Owner becomes responsible for any risk of loss or damage to the products once they are put into the mail or turned over to the delivery company for processing and delivery to the Hotel or Owner. Any such provision in the Agreement shall not apply to Hotel and Owner.
10. Provider acknowledges and agrees that Hotel and Owner are subject to the Georgia Open Records Act ("the Act"). Notwithstanding anything to the contrary contained in the Agreement, no provision of the Agreement shall be read or interpreted to prevent the disclosure of records otherwise subject to disclosure under the Act and no prior notice shall be given to Provider of such disclosure. Determination of whether a record is subject to disclosure under the Act shall be at the Hotel's sole discretion. For the avoidance of doubt, Confidential Information, if and as defined within the Agreement, shall not include information disclosable pursuant to the Act. In no event shall Hotel or Owner or any of their agents, representatives, consultants, directors, officers or employees be liable to Provider for the disclosure of all or a portion of any such Confidential Material or other information pursuant to a request under the Georgia Open Records Act.
11. Notwithstanding anything to the contrary contained in this Agreement, the Hotel and Owner is a tax-exempt entity of the State of Georgia and can only agree to pay taxes that are lawfully imposed upon it. Provider acknowledges that, as a state entity, the Hotel and Owner are exempt from most taxes. Any provision in the Agreement that requires the payment of taxes from which Hotel and Owner are exempt shall not apply to Hotel and Owner.
12. Notwithstanding anything to the contrary contained in this Agreement, Provider acknowledges and agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to the Hotel and Owner with respect to the Hotel property. For example, Provider will not claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to the managed property.
13. Notwithstanding anything to the contrary contained in this Agreement, the Hotel and Owner do not agree to provisions to a contract that can be unilaterally changed by the other party before or during performance. Any such provision in the Agreement that would allow the other party to unilaterally change any term of the Agreement shall not apply to the Hotel and Owner.
14. Notwithstanding anything to the contrary contained in this Agreement, the Hotel and Owner do not agree to or allow a vendor to file a lien against or security interest in Hotel property as it is actually property belonging to the State. Any provision in the Agreement that would purport to allow any entity to file a lien against or a security in the Hotel shall not apply to the Hotel and Owner.
15. Notwithstanding anything to the contrary contained in this Agreement, the Hotel and Owner do not agree to a contract provision that authorizes any person or firm other than the Georgia Attorney General to act as legal counsel to the Hotel or Owner or represent the Hotel or Owner in any legal proceeding. Any provision in the Agreement that requires or allows any person or firm other than the Georgia Attorney General to act as legal counsel for the Hotel and Owner shall not apply to Hotel and Owner.
16. Notwithstanding anything to the contrary contained in this Agreement, to the extent that Provider provides the Hotel or Owner with more than \$100,000.00 in goods or services by signing this

Addendum, Provider certifies that it is not currently engaged in and agrees for the duration of this Agreement not to engage in a Boycott of Israel.

THE PARTIES:

PROVIDER or “You” or “Your”

Entity Name: KONE Inc.

Signed:  _____

Name (Print): Aaron Ites

Title: Senior Vice President

OWNER

**Geo. L. Smith II Georgia World Congress Center Authority,
owner of Signia by Hilton Atlanta – Georgia World Congress Center**

Signed: _____

Name: Melana McClatchey

Title: Hotel Counsel, Administration

CERTIFICATE

The undersigned hereby certifies that I hold the position of Assistant Secretary, as stated below my signature, of the Geo. L. Smith II Georgia World Congress Center Authority and that the Resolution a true and correct copy of which is attached to this Certificate was duly adopted by the Executive Committee of the Board of Governors of the Authority at and in a public meeting duly scheduled and for which all public notices required by law were given.

Dated: April 3, 2026.

Crystal Lowe, Assistant Secretary

{Authority Seal}