

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Quench USA, Inc.
780 Fifth Ave., Suite 200
King of Prussia, PA 19406

**FOURTH AMENDMENT
TO
CONTRACT No. 00317
WATER DELIVERY SERVICES**

This Fourth Amendment (“Amendment”) to Contract No. 00317 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Quench USA, Inc., a Delaware corporation (“Contractor”) and is dated and effective as of September 1, 2021.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 00317 for Water Delivery Services dated effective as of August 14, 2017 (“Contract”).
- B. The Parties have previously amended the Contract as follows.
 - a. Amendment 1 issued August 14, 2019 (Contract Extension)
 - b. Amendment 2 issued August 28, 2019 (Products Covered)
 - c. Amendment 3 issued August 18, 2020 (Products Covered)
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. COVERED PRODUCTS. The Contract is amended to remove and expand products included in the Contract.

PRODUCTS REMOVED FROM CONTRACT-

	Qty.	Unit	Monthly Rental Unit Price
Filter Water Coolers - Q70System			
Point of use water cooler meeting the POU – Micro Filtration specifications. This unit is good for more than 25 Users, up to 60 total.	1	EA	\$ 45.00

	Qty.	Unit	Monthly Rental Unit Price
Filter Water Coolers - Quench 720 System			
Point of use water cooler meeting the POU – Micro Filtration specifications. This unit is good for up to 25 Users	1	EA	\$ 30.00

PRODUCTS ADDED TO CONTRACT

	Qty.	Unit	Monthly Rental Unit Price
Filter Water Coolers - Q3 System			
Point of use water cooler meeting the POU – Micro Filtration specifications quenchWATER+ Electrolytes. This unit is good for up to 25 Users.	1	EA	\$ 30.00
Filter Water Coolers - Q4 System (Touchless)			Monthly Rental Unit Price
Point of use water cooler meeting the POU – Micro Filtration specifications quenchWATER+ Electrolytes. This unit is good for up to 25 Users.	1	EA	\$ 37.00
Filter Water Coolers - Q8 System (Touchless)			Monthly Rental Unit Price
Point of use water cooler meeting the POU – Micro Filtration specifications quenchWATER+ Electrolytes. This unit is good for more than 25 Users, up to 60 total.	1	EA	\$ 52.00


2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully

authorized and approved, and that no further approvals or consents are required to bind such party.


5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**QUENCH USA, INC.,
A DELAWARE CORPORATION**

By: 
Name: Andrew Blye
Title: Senior Account Executive
Date: 9/1/2021

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Leslie Edwards
Title: Contracts Specialist
Date: 9/1/2021

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**THIRD AMENDMENT
TO
CONTRACT NO. 00317
WATER DELIVERY SERVICES**

This First Amendment (“Amendment”) to Contract No. 00317 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Quench USA, Inc., a Delaware corporation (“Contractor”) and is dated as of August 18, 2020.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 00317 for Water Delivery Services dated effective as of August 14, 2017 (“Contract”).
- B. The Parties have previously amended the Contract once.
 - a. Amendment 1 issued August 14, 2019 (Contract Extension)
 - b. Amendment 2 issued August 28, 2019 (Products Covered)
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. COVERED PRODUCTS. The Contract is amended to remove and expand products included in the Contract.
 - a. Add Q7 Touchless System, Water Filtration Systems – POU (1EA) – Monthly Rental Rate \$50.00
2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**QUENCH USA, INC.,
A DELAWARE CORPORATION**

By:  _____

Name: Andrew Blye

Title: Senior Account Executive

Date: 8/18/2020

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: Richard Worthy

Name: Richard Worthy

Title: Contracts Specialist

Date: 8/18/2020

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Contracts & Procurement Division
Department of Enterprise Services
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**SECOND AMENDMENT
TO
CONTRACT No. 00317
WATER DELIVERY SERVICES**

This First Amendment ("Amendment") to Contract No. 00317 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Quench USA, Inc., a Delaware corporation ("Contractor") and is dated as of August 28, 2019.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 00317 for Water Delivery Services dated effective as of August 14, 2017 ("Contract").
- B. The Parties have previously amended the Contract once.
 - a. Amendment 1 issued August 14, 2019 (Contract Extension)
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:


1. COVERED PRODUCTS. The Contract is amended to remove and expand products included in the Contract.
 - a. Remove Quench 750 System, Water Filtration Systems – POU (1EA) – Monthly Rental Rate \$36.00
 - b. Add Q5 System, Water Filtration Systems – POU (1EA) – Monthly Rental Rate \$36.00
 - c. Add Q7 System, Water Filtration Systems – POU (1EA) – Monthly Rental Rate \$45.00
 - d. Add Additional Filtration (Reverse Osmosis) – POU (1EA) – Monthly Rate \$11.00
2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior

negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

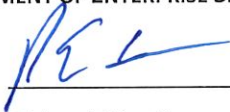
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

QUENCH USA, INC.,
A DELAWARE CORPORATION

By: 
Name: Andrew Blye
Title: Senior Account Executive
Date: 8/28/2019

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Richard Worthy
Title: Contracts Specialist
Date: 8/28/19

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Department of Enterprise Services
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**FIRST AMENDMENT
TO
CONTRACT NO. 00317
WATER DELIVERY SERVICES**

This First Amendment ("Amendment") to Contract No. 00317 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Quench USA, Inc., a Delaware corporation ("Contractor") and is dated as of August 14, 2019.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 00317 for Water Delivery Services dated effective as of August 14, 2017 ("Contract").
- B. The amendment set forth herein is within the scope of the Contract.
- C. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

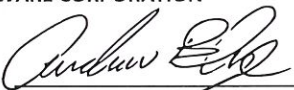
NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **TERM.** The Contract term is amended to extend the term forty-eight (48) months, ending August 13, 2023.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
- 4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

QUENCH USA, INC.,
A DELAWARE CORPORATION

By:  _____

Name: Andrew Blye

Title: Senior Account Executive

Date: 7/24/2019

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By:  _____

Name: Leslie Edwards

Title: Contracts Specialist

Date: 7-24-19