

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

Thyssenkrupp Elevator Corporation
12530 135th Ave. NE.
Kirkland, WA 98034

**FIRST AMENDMENT
TO
CONTRACT NO. 01219
ELEVATOR INSPECTIONS, MAINTENANCE, AND REPAIRS**

This First Amendment ("Amendment") to Contract No. 01219 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 Thyssenkrupp Elevator Corporation, a Delaware Corporation ("Contractor") and is dated and effective as of January 2, 2022.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01219 for Elevator Inspections, Maintenance, & Repairs dated effective as of January 2, 2022 ("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 term of this Master Contract is for twelve (12) months, commencing January 2, 2022, and ending January 1, 2023. Based on the Contractor satisfactorily meeting the additional following performance goals:
 - Contractor follows scope, pricing, and terms as detailed in Exhibits A and B of the Master Contract.
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.

**THYSSENKRUPP ELEVATOR CORPORATION,
A DELAWARE CORPORATION**

By: 
Name: Sarah Waterman
Title: Senior Sales Manager
Date: 12/21/21

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: Alexander Kenesson
Name: Alexander Kenesson
Title: Procurement Supervisor
Date: 12/29/2021

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

Thyssenkrupp Elevator Corporation
12530 135th Ave. NE.
Kirkland, WA 98034

**SECOND AMENDMENT
TO
CONTRACT NO. 01219
ELEVATOR INSPECTIONS, MAINTENANCE, AND REPAIRS**

This Second Amendment ("Amendment") to Contract No. 01219 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 Thyssenkrupp Elevator Corporation, a Delaware Corporation ("Contractor") and is dated and effective as of January 17, 2022.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01219 for Elevator Inspections, Maintenance, & Repairs dated effective as of January 2, 2022 ("Contract").
- B. The Parties previously amended the Contract as follows:
 - a. Amendment 1: effective January 2, 2022 (Term 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. **TERM.** Term of the Contract is hereby amended by deleting the existing Section 1 in its entirety and inserting the following in lieu thereof:
The term of this Master Contract is thirty-six (36) months, commencing January 1, 2020, and ending January 1, 2023. Provided, however, that the Master Contract shall extend for an additional twenty-four (24) months, via an amendment by Enterprise Services, if Contractor satisfactorily meets the following performance goals:
 - Service level standards set forth in Exhibit A - Elevator Inspections, Maintenance, and Repairs, including but not limited to:
 - Contractor follows scope, pricing, and terms as detailed in Exhibits A and B of the Master Contract.
 - Reporting requirements set forth in Section 8 of this Master Contract.

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.

**THYSSENKRUPP ELEVATOR CORPORATION,
A DELAWARE CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Sarah Waterman
Title: Senior Sales Manager
Date: 1/5/22

By: Alexander Kenesson
Name: Alexander Kenesson
Title: Procurement Supervisor
Date: 1/13/2022

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	01219
TKE Corporation 12530 135 th Ave. NE. Kirkland, WA 98034	Amendment No.:	3
	Effective Date:	January 2, 2023

**THIRD AMENDMENT
TO
STATEWIDE CONTRACT NO. 01219
ELEVATOR INSPECTIONS, MAINTENANCE, AND REPAIRS**

This Third Amendment ("Amendment") to Contract No. 01219 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 TKE Corporation, a Delaware Corporation ("Contractor") and is dated as of January 2, 2023.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01219 for Elevator Inspections, Maintenance, and Repairs dated effective as of January 1, 2022 ("Contract").
- B. The Parties previously amended the Contract as follows:
 - Amendment 1: effective January 2, 2022 (Term Extension)
 - Amendment 2: effective January 17, 2022 (term 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. TOPIC. Term of the Contract is hereby amended by deleting the existing Section 1 in its entirety and inserting the following in lieu thereof:

The term of this Statewide Contract is for (48) months, commencing January 1, 2020, and ending January 1, 2024. Provided, however that the Statewide Contract shall extend for an additional (12) months, via an amendment by Enterprise Services, if Contractor satisfactorily meets the following performance goals:

- Invoicing standards set forth in Section 6 of this Statewide Contract.


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. An electronic signature or electronic record of this Amendment or any other ancillary agreement 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.

**TKE CORPORATION,
A DELAWARE CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By:  _____
Name: josh jensen
Title: RP
Date: 12/9/2022

By:  _____
Name: Alexander Kenesson
Title: Procurement Supervisor
Date: 12/14/2022

State of Washington Contracts & Procurement Division – Internal Contracts Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	01219
TK Elevator Corporation 12530 135 th Ave. NE Kirkland, WA 98034	Amendment No.:	4
	Effective Date:	January 2, 2024

**FOURTH AMENDMENT
TO
CONTRACT NO. 01219
ELEVATOR INSPECTIONS, MAINTENANCE, AND REPAIRS**

This Fourth Amendment (“Amendment”) to Contract No. 01219 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 (“Enterprise Services”) and TK Elevator Corporation, a Delaware Corporation (“Contractor”) and is dated and effective as of January 2, 2024.

R E C I T A L S

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 01219 dated effective as of January 1, 2022(“Contract”).
- B. The Parties previously amended the Contract as follows:
 - Amendment 1: effective January 2, 2022 (Term Extension)
 - Amendment 2: effective January 17, 2022 (Term Extension)
 - Amendment 3: effective January 2, 2023 (Term Extension)
- C. The Parties now desire to amend the Contract to extend the Contract.
- D. The amendment set forth herein is within the scope of the Contract.

A G R E E M E N T

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.** Term of the Contract is hereby amended by deleting the existing section 1 in its entirety and inserting the following in lieu thereof:

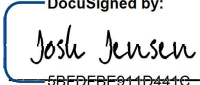
The term of this Statewide Contract ends January 1, 2025.

- 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.** An electronic signature of this Amendment or any other ancillary agreement 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.

TK ELEVATOR CORPORATION
A DELAWARE CORPORATION

DocuSigned by:

By: 5BFDFBE811D4416...
Name: Joshua Jensen
Title: RP
Date: 12/11/2023

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES


By: Kelli Carmony
Name: Kelli Carmony
Title: Procurement Supervisor
Date: 12/13/23