

Dekalb County Department of Watershed Management
4572 Memorial Drive
Decatur, GA 30032

Re: Transfer of Wachs Water Services from Pure Technologies U.S. Inc. to Xylem Dewatering Solutions Inc.

To Whom it May Concern:

As of June 20, 2023, Xylem Inc., the parent company of Pure Technologies US Inc. ("Pure") and Xylem Dewatering Solutions Inc. ("XDS"), approved the transfer of all of the assets associated with the Wachs Water Services ("Wachs") business from Pure to XDS (with the transfer of such assets being the "Transfer").

1. Previously, Wachs operated under the Pure Technologies US Inc. legal entity as a dba or fictitious name registered in your state. Effective June 30, the Wachs business will operate under the Xylem Dewatering Solutions Inc. legal entity, which will continue to utilize the dba name "Wachs Water Services." Please note that this Transfer has been consummated solely for internal restructuring and the simplification of our legal entities and subsidiaries. There will be no changes in the personnel or services you receive from Wachs.

The Federal Identification Number used by Wachs (86-0853190) will be replaced by XDS's Federal Identification Number (22-2138498). We have already taken steps to invoice you out of Xylem Dewatering Solutions and you should expect that all future invoices and communications will come from Xylem Dewatering Solutions Inc., dba "Wachs Water Services". We've attached a sheet with additional financial and human resource information for your reference.

2. In addition, we are writing this letter to request that you consent to (i) the assignment of the agreement ("Agreement") between **Dekalb County** ("Company") and Pure Technologies U.S. Inc., dba Wachs Water Services to Xylem Dewatering Solutions Inc., and the transfer of all open work orders, purchase orders, statements of work, if any, to Xylem Dewatering Solutions Inc., and (ii) waive any rights you may have with respect to such assignment and transfer, including, without limitation, any rights to terminate the Agreement, declare a default or impose transfer fees or costs solely with respect to the Transfer. Following consummation of the Transfer, XDS will assume all obligations with respect to such Agreement.

Please execute this letter by January 30, 2024 in the space provided below as evidence of Company's (i) consent to assign the Agreement to XDS, including assignment and transfer of all open work orders, purchase orders, statements of work, and materials, if any, (ii) confirmation that the Agreement will continue in full force and effect in accordance with its terms following the Closing and that, as of the date of this letter, there are no defaults under the Agreement, and (iii) waiver of any Company rights with respect to such assignment and transfer.

Please return to my attention a copy of the signed consent by email to Robert.barlett@xylem.com and mail the original to our office set forth above. I want to reiterate that this is a wholly internal transfer. Both entities are owned and controlled by Xylem Inc. This Transfer will have no operational impact upon you or your clients. If you have questions or concerns, please contact me at (240)-643-1049 or robert.barlett@xylem.com.

Sincerely,

Pure Technologies U.S. Inc.



By: _____

Name: Robert W. Barlett

Title: Senior Legal Counsel

Xylem Dewatering Solutions Inc.



By: _____

Name: Robert W. Barlett

Title: Senior Legal Counsel

Consented to this ____ day of _____, 2023:

Dekalb County

By: _____

Name: _____

Title: _____

FAQ:

1. Are you still Wachs Water Services?

Yes. Xylem Inc., the parent company of Wachs Water Services, has decided to transfer all of the assets and employees belonging to the Wachs business from the Pure Technologies US Inc. legal entity to Xylem Dewatering Solutions Inc.

However, the Wachs name and brand are important to Xylem and accordingly, Wachs will continue to market and utilize the name Wachs Water Services. For contractual and legal purposes, the legal entity will now be known as Xylem Dewatering Solutions Inc., dba Wachs Water Services (“d/b/a” stands for “doing business as”).

2. Will anything change relating to the services or obligations owed to me?

That nothing has changed with regard to the excellent service you receive. All contractually agreed prices and services will continue to be honored and serviced by the same Wachs team. The same project managers and employees that served our clients before the transfer remain.

3. Will the contact information for Wachs employees and for Wachs as a company remain the same?

Nothing will change from a day-to-day operational perspective. You will still communicate and work with the same individuals and teams. We are still committed to providing you with industry-leading support.

4. Will our contract with Wachs still be in effect?

We have provided you with an assignment letter, which will serve to assign all of Wachs' rights and obligations under such contract to Xylem Dewatering Solutions Inc., dba Wachs Water Services, your new counterparty to the contract.

5. Will your bank account, EIN, W-9 change?

Yes. Our new W-9 and banking information are attached for your reference. If you have additional requests, please do not hesitate to reach out.

6. Whom should we contact if we have questions?

Please reach out to Robert W. Barlett at 240.643.1049 or robert.barlett@xylem.com.