

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	04015
	Amendment No.:	One
Airgas USA, LLC 259 N Radnor-Chester Rd # 100 Radnor, PA 19087	Effective Date:	February 1, 2017

**FIRST AMENDMENT**  
**TO**  
**CONTRACT No. 04015**  
**GASES: MEDICAL, SPECIALTY, AND INDUSTRIAL**

This First Amendment ("Amendment") to Contract No. 04015 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 Airgas USA, LLC, a Delaware Limited Liability Corporation ("Contractor") and is dated as of February 1, 2017.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 04015 for Gases: Medical, Specialty, and Industrial dated effective as of February 1, 2016 ("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 follows:


1. **TERM.** The contract is amended to extend the term twelve (12) months, ending January 31, 2018.
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.

AIRGAS USA, LLC, A DELAWARE LIMITED LIABILITY CORPORATION

By:   
Name: LUKE AASS  
Title: AREA VICE PRESIDENT  
Date: DECEMBER 2<sup>nd</sup>, 2016

STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES

By: Melanie Williams  
Name: Melanie Williams  
Title: Contracts Specialist  
Date: December 7, 2016