State of Washington	CONTRACT	Amendment
Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	Contract No.	04020
Michelin North America, Inc.	Amendment No.	1
1 Parkway S Greenville, SC 29615-5022	Effective Date	7/1/2023

FIRST AMENDMENT TO STATEWIDE CONTRACT NO. 04020 TIRE RETREADING SERVICES

This First Amendment ("Amendment") to Contract No. 04020 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 Michelin North America, Inc., a New York corporation ("Contractor") and is dated as of July 1,2023.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 04020 for Tire Retreading Services dated effective as of June 28, 2021 ("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:

- CATALOG UPDATE IN EXHIBIT B-PRICING. The Contract pricing for tire retreading services, listed in Exhibit B-Pricing, is hereby amended by deleting the catalog "4020.p.Michelin.Retread.xlsx" and replacing it with the attached "04020.p.Michelin.Retread.6.2023.xlsx". As of the effective date of this Amendment, any reference to "4020.p.Michelin.Retread.slsx" shall be deemed to be a reference to the attached "04020.p.Michelin.Retread.6.2023.xlsx" dated July 1, 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

- 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.

MICHELIN NORTH AMERICA, INC., A NEW YORK CORPORATION STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES

By:	_Kelly Adams
Name:	_Kelly Adams
Title:	Government Sales Contract Manager
Date:	June 20, 2023

By:	Kelli Carmony
•	/

Name: Kelli Carmony

Title:	Contracts and Procurement Supervisor
Date:	6/21/23