

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

R E C I T A L S

- 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.

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 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 2nd, 2016

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

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

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	04015
Airgas USA, LLC 259 Radnor-Chester Rd. #100 Radnor, PA 19087	Amendment No.:	2
	Effective Date:	October 1, 2017

SECOND AMENDMENT
TO
CONTRACT NO. 04015
GASES: MEDICAL, SPECIALTY, AND INDUSTRIAL

This Second 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 Limited Liability Corporation ("Contractor") and is effective as of October 1, 2017.

R E C I T A L S

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 04015 dated effective as of February 1, 2016 ("Contract").
- B. The Parties previously amended the Contract one (1) time:
 - a. Amendment 1 effective February 1, 2017 (Term Extension).
- C. The Parties intend to amend the Contract to adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after October 1, 2017. Contract purchases made prior to October 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after October 1, 2017 will be subject to the VMF set forth in this amendment.
- D. The amendment set forth herein is within the scope of the Contract.
- E. The Parties now desire to amend the Contract as set forth herein.

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. **PRICING.** The Contract pricing is amended to reflect the .76% management fee as a separate line item reflected on each invoice.
- 2. **VENDOR MANAGEMENT FEE.** Effective October 1, 2017, the Contract is hereby amended by deleting the existing provision in its entirety and inserting the following in lieu thereof:

CA

VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.50 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Contract sales
invoiced (not including sales tax) x .0150.

- (b) The VMF is allowed as a separate line item not to exceed .76% of total invoice.
- (c) Enterprise Services will invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

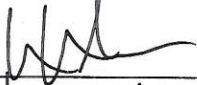
3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior 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.
5. 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.
6. 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.

7. 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**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: LUKE AAS
Title: AREA V.P.
Date: Sept 22, 2017

By: Melanie Williams
Name: Melanie Williams
Title: Contracts Specialist
Date: 09/26/17

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	04015
Airgas USA, LLC 259 N Radnor-Chester Rd # 100 Radnor, PA 19087	Amendment No.:	3
	Effective Date:	February 1, 2018

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

This Third 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, 2018.

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 Parties previously amended the Contract two (2) times:
 - a. Amendment 1 effective February 1, 2017 (Term Extension).
 - b. Amendment 2 effective October 1, 2017 (Mgmt. Fee Adjustment).
- 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.** The contract is amended to extend the term twenty-four (24) months, ending January 31, 2020.
2. **NEW SECTION 4.19 - Wage Violations** is hereby added to the Contract as follows:

SECTION 4.19 WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the

Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.

3. **NEW SECTION 4.20 - Pay Equality is hereby added to the Contract as follows:**

SECTION 4.20 PAY Equity. Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of this Master Contract for the time period of July 1, 2017 through June 30, 2019, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to the Master Contract.

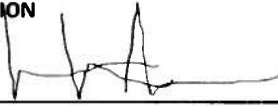
4. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
5. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes 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.
6. **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.
7. **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.


8. 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: January 11, 2017

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Leslie Edwards
Title: Contracts Specialist
Date: 1-16-18

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

Airgas USA, LLC
259 N Radnor-Chester Rd # 100
Radnor, PA 19087

**FOURTH AMENDMENT
TO
CONTRACT NO. 04015
GASES: MEDICAL, SPECIALTY, AND INDUSTRIAL**

This Fourth 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 July 1, 2019.

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 Parties previously amended the Contract three (3) times:
 - a. Amendment 1 effective February 1, 2017 (Term Extension).
 - b. Amendment 2 effective October 1, 2017 (Mgmt. Fee Adjustment).
 - c. Amendment 3 effective February 1, 2018 (extension and new language).
- 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. SECTION 3.3 PRICE ADJUSTMENTS. Is hereby replaced in it's entirety to include the below clause for Economic Adjustments. This clause is how future price adjustments will be considered.

ECONOMIC ADJUSTMENT. Beginning twenty four (24) months after the effective date of this Master Contract and for every 2 year anniversary thereafter, the Contractor may request the prices set forth in the contract be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below, and also in the Bureau of Land Management (BLM) auction information for Helium for the most recent year. The BLM auction information for Helium will only be used for 2019. Economic adjustment will lag one (1) calendar quarter past the Contract commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of data published as of April each year. Prices shall be adjusted on August 1 if requested. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be

used. The economic adjustment shall be calculated as follows and use the PPI and BLM data in the below chart:

$$\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index}).$$

PPI	Series
Industrial Gases	WPU067903
Other Industrial Gases	WPU06790312
BLM data for Helium	https://www.blm.gov/basic/program-s-energy-and-minerals-helium-crude-helium-auctions-and-sales

2. EXECUTIVE ORDER 18-03 WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. 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.
5. 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.
6. 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.
7. 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

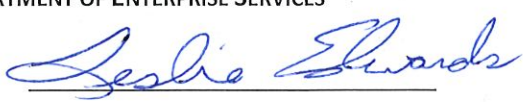
By:  _____

Name: Luke Aass

Title: Area VP

Date: June 24th, 2019

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By:  _____

Name: Leslie Edwards

Title: Contracts Specialist

Date: 6-24-19

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

Airgas USA, LLC
259 N Radnor-Chester Rd # 100
Radnor, PA 19087

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

This Fifth 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 September 1, 2019.

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 Parties previously amended the Contract three (3) times:
 - a. Amendment 1 effective February 1, 2017 (Term Extension).
 - b. Amendment 2 effective October 1, 2017 (Mgmt. Fee Adjustment).
 - c. Amendment 3 effective February 1, 2018 (extension and new language).
 - d. Amendment 4 effective July 1, 2019 (added economic price adjustment clause).
- 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:

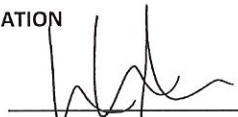
- 1. **ECONOMIC PRICE ADJUSTMENT.** Based on Section 3.3 Price Adjustments language in Amendment 4, the below is the updated pricing for Helium. The new pricing for helium goes into effect September 1, 2019.

Gas Type	Grade	Industry Description	Nominal Capacity (UOM: cf)	Old Price Per CF	New Price Per CF
Argon/Helium Blend (Ar 75%/ He 25%)	Industrial	300 cf	314 cf	\$ 0.13	\$ 0.19
Helium Pure	Industrial	300 cf	291 cf	\$ 0.32	\$ 0.53
Helium Pure	Industrial	220 cf	217 cf	\$ 0.33	\$ 0.55
Helium Pure	Industrial	125 cf	109 cf	\$ 0.34	\$ 0.56
Helium Pure	Industrial	55 cf	50 cf	\$ 0.36	\$ 0.60
Helium Pure	Industrial	40 cf	40 cf	\$ 0.36	\$ 0.60
Helium	UHP 99.999%	291 cf	291 cf	\$ 0.38	\$ 0.63

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: August 23, 2019

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By:  _____

Name: Leslie Edwards

Title: Contracts Specialist

Date: 8-23-19

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

Airgas USA, LLC
259 N Radnor-Chester Rd #100
Radnor, PA 19087

**SIXTH AMENDMENT
TO
CONTRACT NO. 04015
GASES: MEDICAL, SPECIALTY, AND INDUSTRIAL**

This Sixth 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 effective as of February 1, 2020.

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 Parties previously amended the Contract five (5) times:
 - 1. Amendment 1 effective February 1, 2017 (Term Extension).
 - 2. Amendment 2 effective October 1, 2017 (Mgmt. Fee Adjustment).
 - 3. Amendment 3 effective February 1, 2018 (Term Extension and New Language).
 - 4. Amendment 4 effective July 1, 2019 (added economic price adjustment clause).
 - 5. Amendment 5 effective September 1, 2019 (added economic price adjustment clause).
- 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.** The contract is amended to extend the term twenty-four (24) months, ending January 31, 2022.
- 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: January 10, 2020

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By:  _____

Name: Leslie Edwards

Title: Contracts Specialist

Date: 1-13-2020

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

Airgas USA, LLC
259 N Radnor-Chester Rd #100
Radnor, PA 19087

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

This Sixth 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 effective as of February 1, 2022.

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 Parties previously amended the Contract five (6) times:
 - 1. Amendment 1 effective February 1, 2017 (Term Extension).
 - 2. Amendment 2 effective October 1, 2017 (Mgmt. Fee Adjustment).
 - 3. Amendment 3 effective February 1, 2018 (Term Extension and New Language).
 - 4. Amendment 4 effective July 1, 2019 (added economic price adjustment clause).
 - 5. Amendment 5 effective September 1, 2019 (added economic price adjustment clause).
 - 6. Amendment 6 effective February 1, 2020 (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

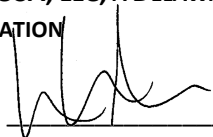
NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **TERM.** The contract is amended to extend to the max term, ending January 31, 2024.
- 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: 01-06-2022

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: Leslie Edwards
Name: Leslie Edwards
Title: Contracts Specialist
Date: 1/6/2022

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

Airgas USA, LLC
 259 N Radnor-Chester Rd #100
 Radnor, PA 19087

**EIGHTH AMENDMENT
 TO
 CONTRACT NO. 04015
 GASES: MEDICAL, SPECIALTY, AND INDUSTRIAL**

This Eighth 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 effective as of March 1, 2023.

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 Parties previously amended the Contract five (6) times:
 - 1. Amendment 1 effective February 1, 2017 (Term Extension).
 - 2. Amendment 2 effective October 1, 2017 (Mgmt. Fee Adjustment).
 - 3. Amendment 3 effective February 1, 2018 (Term Extension and New Language).
 - 4. Amendment 4 effective July 1, 2019 (added economic price adjustment clause).
 - 5. Amendment 5 effective September 1, 2019 (added economic price adjustment clause).
 - 6. Amendment 6 effective February 1, 2020 (Term Extension).
 - 7. Amendment 7 effective February 1, 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. **ECONOMIC PRICE ADJUSTMENT.** Based on Section 3.3 Price Adjustments language in Amendment 4, the contract is amended to adjust prices for 24.52% increase contract wide. The new pricing goes into effect March 1, 2023.

Category A: Purchase of Gases: Medical, Specialty, and Industrial used for welding, medical, and other needs requiring the use of gases in cylinder, bottled, and bulk.

Gas Type	Grade	Industry	Nominal Capacity (UOM: cf)	PRICE
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			Description		Per CF
1	Acetylene	Industrial	#5	300 cf	\$ 0.22
2	Acetylene	Industrial	#4	120 cf	\$ 0.22
3	Acetylene	Industrial	#3	75 cf	\$ 0.23
4	Acetylene	Industrial	B	40 cf	\$ 0.24
5	Acetylene	Industrial	MC	10 cf	\$ 0.80
6	Argon Pure	Industrial	300 cf	339 cf	\$ 0.06
7	Argon Pure	Industrial	220 cf	248 cf	\$ 0.07
8	Argon Pure	Industrial	150 cf	154 cf	\$ 0.08
9	Argon Pure	Industrial	125 cf	124 cf	\$ 0.08
10	Argon Pure	Industrial	80 cf	83 cf	\$ 0.10
11	Argon Pure	Industrial	40 cf	40 cf	\$ 0.13
12	1000 Liter Micro Bulk Co2	Food	N/A	N/A	\$ 0.26
13	1000 Liter Argon Micro-Bulk Tank (325 Gal)	Industrial	N/A	N/A	\$ 0.06
14	Argon/Co2 (75%AR/25%CO2)	Industrial	125 cf	139 cf	\$ 0.12
15	Argon/Co2 (see item 13)	Industrial	150 cf	176 cf	\$ 0.12
16	Argon/Co2 (see item 13)	Industrial	200 cf	282 cf	\$ 0.87
17	Argon/Co2 (see item 13)	Industrial	300 cf	376 cf	\$ 0.07
18	Argon Liquid Gas Pack 180LT235 Dewar	Industrial	GP-4500	4320 cf	\$ 0.07
19	Argon/Helium Blend (Ar 75%/ He 25%)	Industrial	300 cf	314 cf	\$ 0.23
20	Compressed Air	Breathing	300 cf	311 cf	\$ 0.04
21	Compressed Air	Breathing	220cf	233 cf	\$ 0.04

22	Carbon Dioxide	Industrial	50#	50 lb	\$ 0.17
23	Carbon Dioxide	Industrial	20#	20 lb.	\$ 0.26
24	Helium Pure	Industrial	300 cf	291 cf	\$ 0.66
25	Helium Pure	Industrial	220 cf	217 cf	\$ 0.68
26	Helium Pure	Industrial	125 cf	109 cf	\$ 0.70
27	Helium Pure	Industrial	55 cf	50 cf	\$ 0.75
28	Helium Pure	Industrial	40 cf	40 cf	\$ 0.75
29	Hydrogen	Industrial	300 cf	261 cf	\$ 0.07
30	Hydrogen	Industrial	220 cf	195 cf	\$ 0.07
31	Nitrous Oxide	USP Medical	20#	20 lb	\$ 2.10
32	Nitrous Oxide	USP Medical	50#	50 lb	\$ 2.02
33	Nitrogen Pure Gas	Industrial	300 cf	304 cf	\$ 0.02
34	Nitrogen Pure Gas	Industrial	150 cf	142 cf	\$ 0.05
35	Nitrogen Pure Gas	Industrial	80 cf	73 cf	\$ 0.06
36	Nitrogen Pure Gas	Industrial	40 cf	40 cf	\$ 0.10
37	Nitrogen Pure Gas	Pre Purified	300 cf	304 cf	\$ 0.09
38	Nitrogen Pure Gas	Ultra High Purity	300 cf	304 cf	\$ 0.11
39	Nitrogen Pure Gas	Ultra High Purity	220 cf	228 cf	\$ 0.11
40	Nitrogen Liquid Gas PkNI 180LT230 Dewar	Industrial	GP-4500	3640 cf	\$ 0.01
41	Nitrogen Liquid Gas Pk NI 160LT22	Industrial	LS-160	3936 cf	\$ 0.01
42	Nitrogen by the Liter NI BLKLT	Industrial	LIQLTR	24.6 cf	\$ 0.02
43	Oxygen High Pressure	Industrial	300 cf	337 cf	\$ 0.02
44	Oxygen High Pressure	Industrial	220 cf	249 cf	\$ 0.02

45	Oxygen High Pressure	Industrial	150 cf	154 cf	\$ 0.04
46	Oxygen High Pressure	Industrial	125 cf	124 cf	\$ 0.04
47	Oxygen High Pressure	Industrial	80 cf	83 cf	\$ 0.05
48	Oxygen High Pressure	Industrial	40 cf	40 cf	\$ 0.10
49	Oxygen High Pressure	Industrial	20 cf	20 cf	\$ 0.19
50	Oxygen High Pressure	UPS Medical	300 cf	337 cf	\$ 0.04
51	Oxygen High Pressure	USP Medical	220 cf	249 cf	\$ 0.05
52	Oxygen High Pressure	USP Medical	125 cf	124 cf	\$ 0.07
53	Oxygen High Pressure	USP Medical	AND	14 cf	\$ 0.39
54	Oxygen High Pressure	USP Medical	ANE	24 cf	\$ 0.23
55	Oxygen Liquid Gas PK OX 180LT230 Dewar	Industrial	GP-4500	4500 cf	\$ 0.01
56	Oxygen	UHP 99.993%	337 cf	337 cf	\$ 0.43
57	Acetylene	Atomic Absorption 99.6%	420 cf	420 cf	\$ 0.31
58	Argon	UHP 99.999%	336 cf	336 cf	\$ 0.13
59	Helium	UHP 99.999%	291 cf	291 cf	\$ 0.78
60	Hydrogen	UHP 99.999%	261 cf	261 cf	\$ 0.11
61	Nitrogen	UHP 99.999%	304 cf	304 cf	\$ 0.11
62	Methane	UHP 99.97%	260 cf	260 cf	\$ 0.57

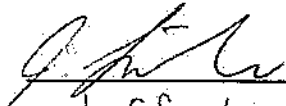
2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior 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: Jeff Lincoln
Title: Area VP
Date: 2/16/23

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Alexander Kenesson
Title: Procurement Supervisor
Date: 2/17/2023