

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
Praxair Distribution, Inc. 480 East 19 th Street Tacoma, WA 98421	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 Praxair Distribution, Inc., 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.

**PRAXAIR DISTRIBUTION, INC., A DELAWARE LIMITED
LIABILITY CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: Brian Abbott

By: Melanie Williams

Name: BRIAN ABBOTT

Name: Melanie Williams

Title: BRANCH OPERATIONS

Title: Contracts Specialist

Date: 1-10-17

Date: January 13, 2017

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
	Amendment No.:	2
	Effective Date:	October 1, 2017
Praxair Distribution, Inc. 480 East 19 th Street Tacoma, WA 98421		

**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 Praxair Distribution, Inc. a Delaware 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. **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:

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 must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (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.

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.

**PRAXAIR DISTRIBUTION, INC.,
A DELAWARE CORPORATION**

By: Brian Abbott
Name: BRIAN ABBOTT
Title: BRANCH OPS MGR
Date: 9-22-17

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

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
Praxair Distribution, Inc. 480 East 19 th Street Tacoma, WA 98421	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 Praxair Distribution, Inc., 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.

PRAXAIR DISTRIBUTION, INC., A DELAWARE LIMITED
LIABILITY CORPORATION

By: Brian Abbott
Name: BRIAN ABBOTT
Title: BRANCH OPS MGR
Date: 1-23-18

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Leslie Edwards
Name: Leslie Edwards
Title: Contracts Specialist
Date: 1-23-18

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

Praxair Distribution, Inc.
480 East 19th Street
Tacoma, WA 98421

**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 Praxair Distribution, Inc., a Delaware corporation ("Contractor") and is effective as of November 15, 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 (Term 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. Section 3.3 – Price Adjustments is hereby replaced in its 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:

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

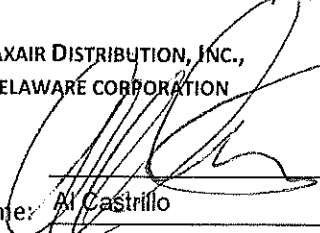
PPI	Series
Industrial Gases	WPU067903
Other Industrial Gases	WPU06790312
Industrial Gas Manufacturing	PCU325120325120
BLM data for Helium	https://www.blm.gov/basic/programs-energy-and-minerals-helium-crude-helium-auctions-and-sales


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.

PRAXAIR DISTRIBUTION, INC.,
A DELAWARE CORPORATION

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Al Castrillo
Title: General Sales Manager, PNW
Date: 11/18/19

By: 
Name: Leslie Edwards
Title: Contracts Specialist
Date: 11-19-19

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

Praxair Distribution, Inc.
480 East 19th Street
Tacoma, WA 98421

**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 Praxair Distribution, Inc., a Washington 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 four (4) 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 November 15, 2019 (added Price Adjustment 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. **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.

**PRAXAIR DISTRIBUTION, INC.,
A DELAWARE CORPORATION**

By: 
Name: Al Castriello
Title: General Sales Manager, PNW
Date: 1/15/2020

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Leslie Edwards
Title: Contracts Specialist
Date: 1-23-20

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

Praxair Distribution, Inc.
480 East 19th Street
Tacoma, WA 98421

**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 Praxair Distribution, Inc., a Delaware 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 three (5) 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 (Term Extension and New Language).
 - d. Amendment 4 effective November 15, 2019 (Added Price Adjustment Language).
 - e. Amendment 5 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

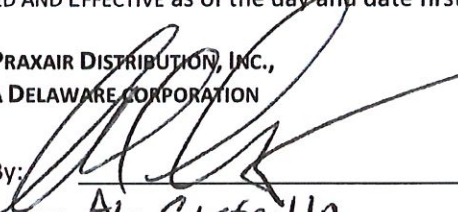
NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **PRICE ADJUSTMENT.** The Contract is amended to revise the price sheet as set forth in the attached Exhibit 1.
- 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.

**PRAXAIR DISTRIBUTION, INC.,
A DELAWARE CORPORATION**

By: 
 Name: AL Castillo
 Title: CSM
 Date: 1/17/2020

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**


By: 
 Name: Leslie Edwards
 Title: Contracts Specialist
 Date: 1-24-2020

Exhibit 1

Gas Type	Grade	Industry Description	Nominal Capacity (UOM: cf)	PRICE Per CF Olympic	PRICE Per CF Northwest	PRICE Per CF Southwest
Acetylene	Industrial	#5	300 cf	\$ 0.266	\$ 0.266	\$ 0.266
Acetylene	Industrial	#4	120 cf	\$ 0.258	\$ 0.258	\$ 0.258
Acetylene	Industrial	#3	75 cf	\$ 0.287	\$ 0.287	\$ 0.287
Acetylene	Industrial	B	40 cf	\$ 0.296	\$ 0.296	\$ 0.296
Acetylene	Industrial	MC	10 cf	\$ 0.773	\$ 0.773	\$ 0.773
Argon Pure	Industrial	300 cf	339 cf	\$ 0.073	\$ 0.073	\$ 0.073
Argon Pure	Industrial	220 cf	248 cf	\$ 0.080	\$ 0.080	\$ 0.080
Argon Pure	Industrial	150 cf	154 cf	\$ 0.095	\$ 0.095	\$ 0.095
Argon Pure	Industrial	125 cf	124 cf	\$ 0.105	\$ 0.105	\$ 0.105
Argon Pure	Industrial	80 cf	83 cf	\$ 0.094	\$ 0.094	\$ 0.094
Argon Pure	Industrial	40 cf	40 cf	\$ 0.155	\$ 0.155	\$ 0.155
1000 Liter Micro Bulk Co2	Food	N/A	N/A	\$ 0.110	\$ 0.110	\$ 0.110
1000 Liter Argon Micro-Bulk Tank (325 Gal)	Industrial	N/A	N/A	\$ 4.000	\$ 4.000	\$ 4.000
Argon/Co2 (75%AR/25%CO2)	Industrial	125 cf	139 cf	\$ 0.105	\$ 0.105	\$ 0.105
Argon/Co2 (see item 13)	Industrial	150 cf	176 cf	\$ 0.093	\$ 0.093	\$ 0.093
Argon/Co2 (see item 13)	Industrial	200 cf	282 cf	\$ 0.076	\$ 0.076	\$ 0.076
Argon/Co2 (see item 13)	Industrial	300 cf	376 cf	\$ 0.063	\$ 0.063	\$ 0.063
Argon Liquid Gas Pack 180LT235 Dewar	Industrial	GP-4500	4320 cf	\$ 0.067	\$ 0.067	\$ 0.067
Argon/Helium Blend (Ar 75%/ He 25%)	Industrial	300 cf	314 cf	\$ 0.145	\$ 0.145	\$ 0.145
Compressed Air	Breathing	300 cf	311 cf	\$ 0.042	\$ 0.042	\$ 0.042
Compressed Air	Breathing	220cf	233 cf	\$ 0.050	\$ 0.050	\$ 0.050
Carbon Dioxide	Industrial	50#	50 lb	\$ 0.026	\$ 0.026	\$ 0.026
Carbon Dioxide	Industrial	20#	20 lb.	\$ 0.042	\$ 0.042	\$ 0.042
Helium Pure	Industrial	300 cf	291 cf	\$ 0.361	\$ 0.361	\$ 0.361
Helium Pure	Industrial	220 cf	217 cf	\$ 0.369	\$ 0.369	\$ 0.369
Helium Pure	Industrial	125 cf	109 cf	\$ 0.396	\$ 0.396	\$ 0.396

Gas Type	Grade	Industry Description	Nominal Capacity (UOM: cf)	PRICE Per CF Olympic	PRICE Per CF Northwest	PRICE Per CF Southwest
Helium Pure	Industrial	55 cf	50 cf	\$ 0.529	\$ 0.529	\$ 0.529
Helium Pure	Industrial	40 cf	40 cf	\$ 0.371	\$ 0.371	\$ 0.371
Hydrogen	Industrial	300 cf	261 cf	\$ 0.073	\$ 0.073	\$ 0.073
Hydrogen	Industrial	220 cf	195 cf	\$ 0.076	\$ 0.076	\$ 0.076
Nitrous Oxide	USP Medical	20#	20 lb	\$ 0.170	\$ 0.170	\$ 0.170
Nitrous Oxide	USP Medical	50#	50 lb	\$ 0.151	\$ 0.151	\$ 0.151
Nitrogen Pure Gas	Industrial	300 cf	304 cf	\$ 0.027	\$ 0.027	\$ 0.027
Nitrogen Pure Gas	Industrial	150 cf	142 cf	\$ 0.042	\$ 0.042	\$ 0.042
Nitrogen Pure Gas	Industrial	80 cf	73 cf	\$ 0.069	\$ 0.069	\$ 0.069
Nitrogen Pure Gas	Industrial	40 cf	40 cf	\$ 0.109	\$ 0.109	\$ 0.109
Nitrogen Pure Gas	Pre Purified	300 cf	304 cf	\$ 0.062	\$ 0.062	\$ 0.062
Nitrogen Pure Gas	Ultra High Purity	300 cf	304 cf	\$ 0.115	\$ 0.115	\$ 0.115
Nitrogen Pure Gas	Ultra High Purity	220 cf	228 cf	\$ 0.145	\$ 0.145	\$ 0.145
Nitrogen Liquid Gas PkNI 180LT230 Dewar	Industrial	GP-4500	3640 cf	\$ 0.014	\$ 0.014	\$ 0.014
Nitrogen Liquid Gas Pk NI 160LT22	Industrial	LS-160	3936 cf	\$ 0.011	\$ 0.011	\$ 0.011
Nitrogen by the Liter NI BLKLT	Industrial	LIQLTR	24.6 cf	\$ 0.014	\$ 0.014	\$ 0.014
Oxygen High Pressure	Industrial	300 cf	337 cf	\$ 0.024	\$ 0.024	\$ 0.024
Oxygen High Pressure	Industrial	220 cf	249 cf	\$ 0.027	\$ 0.027	\$ 0.027
Oxygen High Pressure	Industrial	150 cf	154 cf	\$ 0.039	\$ 0.039	\$ 0.039
Oxygen High Pressure	Industrial	125 cf	124 cf	\$ 0.049	\$ 0.049	\$ 0.049
Oxygen High Pressure	Industrial	80 cf	83 cf	\$ 0.053	\$ 0.053	\$ 0.053
Oxygen High Pressure	Industrial	40 cf	40 cf	\$ 0.091	\$ 0.091	\$ 0.091
Oxygen High Pressure	Industrial	20 cf	20 cf	\$ 0.203	\$ 0.203	\$ 0.203
Oxygen High Pressure	UPS Medical	300 cf	337 cf	\$ 0.028	\$ 0.028	\$ 0.028
Oxygen High Pressure	USP Medical	220 cf	249 cf	\$ 0.034	\$ 0.034	\$ 0.034

Gas Type	Grade	Industry Description	Nominal Capacity (UOM: cf)	PRICE Per CF Olympic	PRICE Per CF Northwest	PRICE Per CF Southwest
Oxygen High Pressure	USP Medical	125 cf	124 cf	\$ 0.060	\$ 0.060	\$ 0.060
Oxygen High Pressure	USP Medical	AND	14 cf	\$ 0.331	\$ 0.331	\$ 0.331
Oxygen High Pressure	USP Medical	ANE	24 cf	\$ 0.193	\$ 0.193	\$ 0.193
Oxygen Liquid Gas PK OX 180LT230 Dewar	Industrial	GP-4500	4500 cf	\$ 0.015	\$ 0.015	\$ 0.015
Oxygen	UHP 99.993%	337 cf	337 cf	\$ 0.220	\$ 0.220	\$ 0.220
Acetylene	Atomic Absorption 99.6%	420 cf	420 cf	\$ 0.278	\$ 0.278	\$ 0.278
Argon	UHP 99.999%	336 cf	336 cf	\$ 0.147	\$ 0.147	\$ 0.147
Helium	UHP 99.999%	291 cf	291 cf	\$ 0.417	\$ 0.417	\$ 0.417
Hydrogen	UHP 99.999%	261 cf	261 cf	\$ 0.170	\$ 0.170	\$ 0.170
Nitrogen	UHP 99.999%	304 cf	304 cf	\$ 0.101	\$ 0.101	\$ 0.101
Methane	UHP 99.97%	260 cf	260 cf	\$ 0.510	\$ 0.510	\$ 0.510

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

Praxair Distribution, Inc.
480 East 19th Street
Tacoma, WA 98421

**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 Praxair Distribution, Inc., a Delaware corporation (“Contractor”) and is dated and 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 three (6) 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 (Term Extension and New Language).
 - d. Amendment 4 effective November 15, 2019 (Added Price Adjustment Language).
 - e. Amendment 5 effective February 1, 2020 (Term Extension).
 - f. Amendment 6 effective February 1, 2020 (Price 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 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.

PRAXAIR DISTRIBUTION, INC.,
A DELAWARE CORPORATION

By: 
Name: AL Castillo
Title: GSM
Date: 12/1/21

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Leslie Edwards
Name: Leslie Edwards
Title: Contracts Specialist
Date: 12/21/2021