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| State of WashingtonContracts & Procurement Division Department of Enterprise ServicesP.O. Box 41411Olympia, WA 98504-1411 | **Contract Amendment** |
| Contract No.: | 11021 |
| Pelican Chemicals, Inc.5920 Sandpiper DriveMissoula, MT 59808 | Amendment No.: | 2 |
| Effective Date: | 10-1-2023 |

**Second Amendment
to
Contract No. 11021
Snow & Ice Control Products**

This Second Amendment (“Amendment”) to Contract No. 11021 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 (“Enterprise Services”) and Pelican Chemicals Incorporated, a Montana corporation (“Contractor”) and is dated and effective as of October 1, 2023.

R E C I T A L S

1. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 11021 dated effective as of August 1, 2022 (“Contract”).
2. The Parties previously amended the Contract October 3, 2022 to reflect order commitments for 80/120 for the winter 2022-2023 season.
3. The Parties now desire to amend the Contract to update pricing.
4. The amendment set forth herein is within the scope of the Contract.

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. economic price adjustment. Pursuant to section 3.3 of the contract, the pricing for the goods/services is hereby amended by deleting the existing Exhibit B –Prices for Goods in its entirety and inserting the attached Exhibit B – Prices for Goods October 1, 2023. These prices include the agreed economic adjustment from Bureau of Labor and Statistics (BLS) index/indices: 3.60% PPI series WPU6130271; 19.26% PPI series PCU325180325180p; 6.84% PPI series PCU482482; 5.43% PPI series PCU484484; 20.70% PPI series PCU483111483111. Increases are based on individual vendor weighted adjustments per contractual agreements. The final negotiated weighted adjustment for this vendor is 14.02%. The contract pricing for the goods is hereby amended by deleting the existing Exhibit B – Prices for Goods in its entirety and inserting the attached Exhibit B – Prices for Goods October 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 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. An electronic signature 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.

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| **Pelican Chemicals, Inca Montana Corporation**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **State of WashingtonDepartment of Enterprise Services**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Exhibit B**

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| **Category A1Corrosion Inhibiter for Sodium Chloride Brine** |
| Application %: | 28% |  |
| Product: | Headwaters Corrosion Inhibitor |  |
| Drop Shipment: | 150 |  |
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| **WSDOT Region 1 Northwest** |
| **Order/Delivery Area** | **3 Days** | **7 Days** |
| Maintenance Area 1 |  $ 1412.95  |  $ 1366.62  |
| Maintenance Area 2 |  $ 1412.95  |  $ 1366.62  |
| Maintenance Area 3 |  $ 1412.95  |  $ 1366.62  |
| Maintenance Area 4 |  $ 1412.95  |  $ 1366.62  |
| Maintenance Area 5 |  $ 1412.95  |  $ 1366.62  |
|  |  $ 1412.95  |  $ 1366.62  |
| **WSDOT Region 3 Olympic** |
| **Order/Delivery Area** | **3 Days** | **7 Days** |
| Maintenance Area 1 |  $ 1450.95  |  $ 1403.38  |
| Maintenance Area 2 |  $ 1450.95  |  $ 1403.38  |
| Maintenance Area 3 |  $ 1450.95  |  $ 1403.38  |
| Maintenance Area 4 |  $ 1450.95  |  $ 1403.38  |
|  |  $ 1450.95  |  $ 1403.38  |
| **WSDOT Region 4 Southwest** |
| **Order/Delivery Area** | **3 Days** | **7 Days** |
| Maintenance Area 1 |  $ 1418.74  |  $ 1372.23  |
| Maintenance Area 2 |  $ 1418.74  |  $ 1372.23  |
| Maintenance Area 3 |  $ 1418.74  |  $ 1372.23  |
| Maintenance Area 4 |  $ 1418.74  |  $ 1372.23  |
|  |  $ 1418.74  |  $ 1372.23  |
| **WSDOT Region 6 Eastern** |
| **Order/Delivery Area** | **3 Days** | **7 Days** |
| Maintenance Area 1 |  $ 1260.92  |  $ 1219.58  |
| Maintenance Area 2 |  $ 1260.92  |  $ 1219.58  |
| Maintenance Area 3 |  $ 1260.92  |  $ 1219.58  |
| Maintenance Area 4 |  $ 1260.92  |  $ 1219.58  |

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| **Category A3Corrosion Inhibitor for Sodium Chloride** |
| Application %: | 49% |  |
| Product: | Headwaters HOT |  |
| Drop Shipment: | 150 |  |
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| **WSDOT Region 1 Northwest** |
| **Order/Delivery Area** | **3 Days** | **7 Days** |
| Maintenance Area 1 |  $ 636.72 |  $ 618.54 |
| Maintenance Area 2 |  $ 636.72 |  $ 618.54 |
| Maintenance Area 3 |  $ 636.72 |  $ 618.54 |
| Maintenance Area 4 |  $ 636.72 |  $ 618.54 |
| Maintenance Area 5 |  $ 636.72 |  $ 618.54 |
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| **WSDOT Region 2 North Central** |
| **Order/Delivery Area** | **3 Days** | **7 Days** |
| Maintenance Area 1 |  $ 605.42 |  $ 588.17  |
| Maintenance Area 2 |  $ 605.42 |  $ 588.17  |
| Maintenance Area 3 |  $ 605.42 |  $ 588.17  |
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| **WSDOT Region 3 Olympic** |
| **Order/Delivery Area** | **3 Days** | **7 Days** |
| Maintenance Area 1 |  $ 669.70  |  $ 650.56 |
| Maintenance Area 2 |  $ 669.70  |  $ 650.56 |
| Maintenance Area 3 |  $ 669.70  |  $ 650.56 |
| Maintenance Area 4 |  $ 669.70  |  $ 650.56 |
|  |  $ 669.70  |  $ 650.56 |
| **WSDOT Region 4 Southwest** |
| **Order/Delivery Area** | **3 Days** | **7 Days** |
| Maintenance Area 1 |  $ 641.75  |  $ 623.42 |
| Maintenance Area 2 |  $ 641.75  |  $ 623.42 |
| Maintenance Area 3 |  $ 641.75  |  $ 623.42 |
| Maintenance Area 4 |  $ 641.75  |  $ 623.42 |
|  |  $ 641.75  |  $ 623.42 |
| **WSDOT Region 5 South Central** |
| **Order/Delivery Area** | **3 Days** | **7 Days** |
| Maintenance Area 1 |  $ 574.82 |  $ 557.91  |
| Maintenance Area 2 |  $ 574.82 |  $ 557.91  |
| Maintenance Area 3 |  $ 574.82 |  $ 557.91  |
| Maintenance Area 4 |  $ 574.82 |  $ 557.91  |
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| **WSDOT Region 6 Eastern** |
| **Order/Delivery Area** | **3 Days** | **7 Days** |
| Maintenance Area 1 |  $ 572.13 |  $ 553.67  |
| Maintenance Area 2 |  $ 572.13 |  $ 553.67  |
| Maintenance Area 3 |  $ 572.13 |  $ 553.67  |
| Maintenance Area 4 |  $ 572.13 |  $ 553.67  |