

**FIRST AMENDMENT
TO
PRODUCT SUPPLY AGREEMENT**

This **FIRST AMENDMENT** (this "Amendment"), effective as of _____, 2018, amends that certain Product Supply Agreement numbered PT543, dated as of March 31, 2016 (the "Agreement"), by and between **CITY OF SANTA ROSA** ("Buyer", and together with Seller, the "Parties") and PRAXAIR DISTRIBUTION, INC., a Delaware corporation ("Seller"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

WHEREAS, the Agreement includes three riders, the Cylinder/Hardgoods Rider, Helium Rider "B", and the Bulk Rider, all of which are part of the Agreement.

WHEREAS, Buyer and Seller desire to modify the Agreement, which was initially made pursuant to Buyer's issuance of Purchase Order No. 150341.

NOW, THEREFORE, in consideration of the agreements hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. The parties desire to amend the Agreement as follows:

(a) **Article 12** (Term) of the Product Supply Agreement has been deleted in its entirety and replaced with the following:

"Except as provided in Articles 3, 6 and 7, this Agreement will be in effect from the date hereof and will continue in effect thereafter as to each Rider for the period of the Basic Term. The parties acknowledge and agree that, unless sooner terminated in accordance with the terms hereof, the Basic Term shall expire on March 31, 2023."

2. The parties desire to delete entirely, the section(s) titled "**Right of Refusal**" from each of the Riders numbered PT543 and dated March 31, 2016.

- (a) Section 5 (Right of Refusal) has been deleted in its entirety from the Cylinder/Hardgoods Rider
- (b) Section 9 (Right of Refusal) has been deleted in its entirety from Helium Rider "B"
- (c) Section 3 (Right of Refusal) has been deleted in its entirety from the Bulk Rider

3. Total maximum compensation to be paid under the Agreement shall not exceed the total sum of \$299,000 through appropriate charge numbers as authorized by the City Director of Finance.

4. Except as expressly set forth herein, all other terms and conditions of the Agreement and the Riders remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first written above.

CITY OF SANTA ROSA

(Buyer)

PRAXAIR DISTRIBUTION, INC.

(Seller)

By: _____
Signature: _____
Title: _____

Submitted By: Luis Martinez
Accepted By: Stephen T. Bogard
Signature: _____
Title: Region Vice President