

MASTER AGREEMENT AMENDMENT

Amendment #1	Original Master Agreement CMS # 88355	Amendment CMS # 91170
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1. PARTIES

This Amendment to the above-referenced Master Agreement is entered into by and between **GH Armor Systems, Inc.** (hereinafter called "Contractor"), and the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office, (hereinafter called the "Lead State").

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable (hereinafter called the "Effective Date") by the Colorado State Controller or designee. The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof, prior to the Effective Date.

3. FACTUAL RECITALS

GH Armor Systems, Inc. entered into a Master Agreement with the State of Colorado, effective March 21, 2016, which authorizes the utilization of Body Armor Products to Purchasing Entities as set forth in the State of Colorado's Master Agreement, number 2016-179.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Master Agreement, and all prior Amendments thereto, if any, shall remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

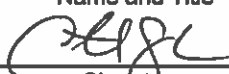
The Master Agreement and all prior amendments thereto, if any, shall be modified to reflect the legal name of the Contractor as **GH Armor Systems Inc.**

7. ORDER OF PRECEDENCE

In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT


* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the Participating State is relying on their representations to that effect.

<p>CONTRACTOR GH Armor Systems Inc.</p> <p>By*: <u>Chris Grado, Managing Director</u> Name and Title</p> <p> Signature</p> <p>Date: <u>7/19/2016</u></p>	<p>STATE OF COLORADO John W. Hickenlooper, GOVERNOR Department of Personnel and Administration June Taylor, Executive Director</p> <p>By: <u>Cindy Lombardi</u> Cindy Lombardi, State Purchasing and Contracts Director</p> <p>Date: <u>7/22/2016</u></p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:  Date: 8/26/16