

VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Led by the State of Washington

Master Agreement #: **05316**

Contractor: **MOHAWK RESOURCES LTD**

Participating Entity: **STATE OF OKLAHOMA**

THIS PARTICIPATING ADDENDUM (this "Addendum") is entered into effective as of date of the last signature below, by and between the State of Oklahoma by and through the Office of Management and Enterprise Services (the "State of Oklahoma" or Participating State/Entity") and Mohawk Resources LTD. ("Contractor"). The term of the Addendum shall be date of signature through February 10, 2019, which may be extended upon mutual agreement, with optional one-year terms in the event the Master Agreement is extended for the additional thirty-six (36) months, but shall not exceed February 10, 2022 (the Effective Date through February 9, 2019, is referred to herein as the "Effective Period"). Protracted contract negotiations may, at the State's sole discretion, result in fewer optional terms. The State of Oklahoma and Contractor are sometimes collectively referred to herein as the "Parties." Capitalized terms used but not defined herein have the meanings ascribed to such terms in that certain Master Agreement Award among the State of Washington ("Lead State"), Contractor and those states entering into a Participating Addendum thereto (the "Master Agreement").

WHEREAS, the Master Agreement is further identified as Master Agreement NO. 05316, and is effective February 10, 2017 through February 10, 2019 with the option to extend the contract for an additional thirty-six (36) months. This Participating Addendum will be coterminous with the Master Agreement and any extensions of the Master Agreement, unless terminated pursuant to the terms of this addendum or the terms of the Master Agreement.

WHEREAS, the Master Agreement contemplates that all authorized entities in any state are welcome to use the Master Agreement through NASPO ValuePoint Cooperative Procurement Program (NASPO ValuePoint) with such state's chief procurement official and provides that any such state reserves the right to add state-specific terms and conditions and modify the scope of the contract in such state's Participating Addendum as allowed by the Master Agreement; and

WHEREAS, this Addendum is the State of Oklahoma's Participating Addendum contemplated by the Master Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the Vehicle Lifts and Garage Associated Equipment led by the State of Washington for use by state agencies and other entities located in the Participating State/Entity authorized by that State's statutes to utilize state/entity contracts with the prior approval of the State's Chief Procurement Official.

VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Led by the State of Washington

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of *Oklahoma*. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Steve Perlstein
Address:	PO Box 110, Amsterdam, NY 12010
Telephone:	(518) 842-1431 ext. 24
Fax:	518-842-1289
Email:	sperlstein@mohawkklifts.com

Participating Entity

Name:	Theresa Johnson
Address:	5005 N. Lincoln Blvd., Suite 300, Oklahoma City, OK 73105
Telephone:	405-521-2289
Fax:	405-521-4475
Email:	theresa.johnson@omes.ok.gov

4. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity. The following changes are modifying or supplementing the Master Agreement terms and conditions.

A. DEFINITIONS

Master Agreement Terms and Conditions, NASPO ValuePoint Master Agreement Terms and Conditions, Section 2., Definitions is modified to add the following provisions.

Purchasing Entity means The term ("Purchasing Entity") shall include the State of Oklahoma (the "State") and (a) any board, commission, committee, department or

VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Led by the State of Washington

other instrumentality or entity designated to act on behalf of the State of Oklahoma or a political subdivision thereof; (b) any governmental entity specified as a political subdivision of the State of Oklahoma pursuant to the Governmental Tort Claims Act, including, without limitation, (i) any associated institution, instrumentality, board, commission, committee department, or other entity designated to act on behalf of the political subdivision; and (ii) a county or local governmental entity; and (c) entities authorized to utilize contracts awarded by the State of Oklahoma via a multistate or multi-governmental contract.

B. PRICE AND RATE GUARANTEE PERIOD

Master Agreement Terms and Conditions, NASPO ValuePoint Master Agreement Terms and Conditions Section 6., Price and Rate Guarantee Period is modified to add the following provision.

Pursuant to 68 O.S. § 1404, 68 O.S. § 1352, and 68 O.S. § 1356, Purchasing Entities under the Master Agreement that are Oklahoma state agencies are exempt from the assessment of State sales, use, and excise taxes. Further, such Purchasing Entities and Purchasing Entities that are political subdivisions of the State of Oklahoma are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Purchasing Entities will provide Contractor with a tax exemption certificate upon request. Any taxes of any nature whatsoever payable by the Contractor shall not be reimbursed by the Purchasing Entity.

C. CANCELLATION

Master Agreement Terms and Conditions, NASPO ValuePoint Master Agreement Terms and Conditions Section 7., Cancellation is modified to add the following provision.

With respect to all Oklahoma-based transactions and all Oklahoma-based Purchasing Entities, Participating State may terminate any order if funds sufficient to pay its obligations under the Participating Addendum are not appropriated by the applicable state legislature, federal government or other appropriate government entity or received from an intended third party funding source. In the event of such insufficiency, Participating State shall provide ten (10) calendar days' written notice of intent to terminate. Notwithstanding the foregoing, if a Purchasing Entity issues an order and has accepted the products and/or services under such order, the Purchasing Entity shall be obligated to pay for such products and/or services. In the event of termination of an order as provided in the foregoing, Participating State shall not be considered to be in default or breach under the Participating Addendum nor under the Master Agreement, nor shall it be liable for any further payments ordinarily due under, with respect to, related to, or arising out of such order, nor

VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Led by the State of Washington

shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

With respect to all Oklahoma-based transactions and all Oklahoma-based Purchasing entities, Participating State may terminate the Participating Addendum in whole or in part immediately without a thirty (30) day written notice to Contractor, only if Contractor's material breach is reasonably determined (i) to be an impediment to the function of the State and detrimental to the State or (ii) when conditions preclude the thirty (30) day notice.

D. RIGHT TO PUBLISH

Master Agreement Terms and Conditions, NASPO ValuePoint Master Agreement Terms and Conditions Section 9., Right to Publish is modified to add the following provision.

Contractor acknowledges and agrees that the existence of the Master Agreement, this Participating Addendum or any acquisition thereunder is not in any way an endorsement by the State of Oklahoma or any Oklahoma Purchasing Entity of Contractor, the Products or the Services and shall not be so construed by Contractor in any advertising or publicity materials. Contractor agrees to submit to the State of Oklahoma all advertising, sales, promotion, and other publicity matters relating to the Master Agreement or this Participating Addendum wherein the name of the State of Oklahoma or any Oklahoma Purchasing Entity is mentioned or language used from which the connection of the State of Oklahoma or any Oklahoma Purchasing Entity therewith may, in the State's judgment, be inferred or implied as an endorsement. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices without obtaining the prior written approval of the State of Oklahoma.

E. INDEMNIFICATION

Master Agreement Terms and Conditions, NASPO ValuePoint Master Agreement Terms and Conditions Section 14., Indemnification is modified to add the following provision.

In connection with indemnification under the contract, when an Oklahoma state agency is a named defendant in any filed or threatened lawsuit, the defense of the Oklahoma state agency shall be coordinated by the Attorney General of Oklahoma or, in the alternative, the Attorney General of Oklahoma may authorize the Vendor to control the defense and any related settlement negotiations; provided, however, Contractor shall not agree to any settlement of claims against the Oklahoma state agency without obtaining advance written concurrence from the State Attorney General. If the Attorney General of

VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Led by the State of Washington

Oklahoma does not authorize sole control of the defense and settlement negotiations to Contractor, Contractor shall have authorization to equally participate in any proceeding related to the indemnity obligation under the contract and shall remain responsible to indemnify the Oklahoma state agency.

F. INSURANCE

Master Agreement Terms and Conditions, NASPO ValuePoint Master Agreement Terms and Conditions Section 17.(d.) Insurance is hereby deleted in its entirety and replaced with the following provision.

Prior to commencement of performance, Contractor shall provide to the Participating State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Participating State that (1) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (2) provides that the Contractor's liability insurance policy shall be primary.

G. LAWS AND REGULATIONS

Master Agreement Terms and Conditions, NASPO ValuePoint Master Agreement Terms and Conditions Section 18., Laws and Regulations is modified to add the following provision.

For Oklahoma-based transactions and Purchasing Entities, in connection with its performance of obligations under the terms of the Participating Addendum and this Master Agreement, the Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, that are, by their terms, expressly applicable to Contractor's delivery of products and/or services under the Participating Addendum and this Master Agreement and impose obligations upon Contractor in its role as an information technology products and services provider, including, but not limited to, the following:

Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. § 81.

Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;

VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Led by the State of Washington

Prospective participant requirements set at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;

1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;

Anti-Lobbying Law set forth at 31 U.S.C. § 1325 and as implemented at 45 C.F.R. part 93;

Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Circular A-133 with approval and work paper examination rights of the applicable procuring entity;

Be compliant with the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. § 1312, and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. § 1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify; and

Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.

The Contractor shall maintain all applicable licenses and permits required in association with its obligations under the Contract.

The Contractor shall inform its employees, agents, and proposed subcontractors, if applicable, who provide Products or perform Services under the Contract of the Contractor's obligations under the Contract and shall require compliance accordingly. At the request of the State, Contractor shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.

VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Led by the State of Washington

As applicable, Contractor agrees to comply with Governor's Executive Order 2012-01, effective August 06, 2012, which prohibits the use of any tobacco product on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.

H. PAYMENT

Master Agreement Terms and Conditions, NASPO ValuePoint Master Terms and Conditions, Section 23., Payment is modified to add the following provision.

As applicable, Oklahoma Participating Entities and/or Purchasing Entities and Contractor shall comply with applicable Oklahoma law with respect to invoicing and making payments hereunder. Invoices are to be paid in arrears after products have been delivered and accepted or services provided and accepted pursuant to 74 O.S. § 85.44(B). Payment by Oklahoma Participating Entities and/or Purchasing Entities shall be due NET 45 days after a proper invoice is received and the goods have been delivered and accepted or services provided and accepted. Any applicable late fees or interest incurred after forty-five (45) days of nonpayment shall be paid only in accordance with 62 O.S. § 34.72. Invoices shall contain the purchase order number. Failure to provide a proper invoice may result in delay of processing the invoice for payment.

Prompt pay discounts will be offered to the Participating Entity and/or Purchasing Entity with the first discount being offered when payment is made no less than ten (10) days after the receipt of invoice. Additional discounts will be offered when payment is made at different five (5) day increments, e.g. payment made fifteen (15), twenty (20), twenty-five (25), etc. days after receipt of invoice.

I. PUBLIC INFORMATION

Master Agreement Terms and Conditions, NASPO ValuePoint Master Terms and Conditions, Section 24, Public Information is modified to add the following provision.

Contractor acknowledges that Purchasing Entities are subject to the Oklahoma Open Records Act. Contractor also acknowledges that such Purchasing Entity will comply with the Oklahoma Open Records Act and with all opinions of the Oklahoma Attorney General concerning this Act. Except for a provision of the Contract specifically designated as confidential in a writing executed by both parties or a provision protected

VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Led by the State of Washington

from disclosure in the Open Records Act, no Contract provision is confidential information and, therefore, any provision is subject to disclosure under the Open Records Act.

J. RECORDS ADMINISTRATION AND AUDIT

Master Agreement Terms and Conditions, NASPO ValuePoint Master Terms and Conditions, Section 25, Records Administration Audit is modified to add the following provision.

For Oklahoma-based transactions, as used in this clause, "records" includes invoices, statements of work, purchase order records, and such other relevant documents, regardless of whether such items are in written form, in the form of computer data, or in any other form. By accepting any purchase order from any Purchasing Entity hereunder, Contractor acknowledges and agrees that any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of this Participating Addendum.

Contractor is required to retain records relative to the Participating Addendum for the duration of the Participating Addendum and for a period of seven (7) years following completion and/or termination of this Participating Addendum. If an audit, litigation, or other action involving such records is started before the end of such seven-year period, the records are required to be maintained for two (2) years from the date that all issues relating to or arising out of the action are resolved, or until the end of such seven (7) year retention period, whichever is later.

Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse Purchasing Entities for any overpayments inconsistent with the terms of the contract or orders or underpayment of fees found as a result of the examination of the Contractor's records.

K. ADMINISTRATIVE FEES

Master Agreement Terms and Conditions, NASPO ValuePoint Master Terms and Conditions, Section 26., Administrative Fees is modified to add the following provision.

For Oklahoma Based Purchasing Entities, the State of Oklahoma assesses an administrative fee in the sum of one percent (1%) on all sales transacted by any entity under this Participating Addendum.

Failure to remit the fee quarterly may result in cancellation of the Participating Addendum. Administrative Fees shall not be reflected as a separate line item in Contractor's billing to participating State Agencies and Authorized Users.

VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Led by the State of Washington

Payment shall be made by via Company Check payable to OMES Procurement within 45 calendar days from the completion of the quarterly reporting period stated under the section titled "Contract Usage Reporting.

Contractor agrees to notify OMES Procurement 24 hour in advance prior to submitting payment.

To ensure payment is properly credited, the Contractor must identify payment in the Contract Usage Report as an "Administrative Fee" and include the following information: the Applicable State Contract Number, Administrative Fee amount (s) paid and the reporting period covered

Administrative Fees should be mailed to:

Office of Management and Enterprise Services
Attention: Accounts Receivable
5005 N. Lincoln Blvd. #200
Oklahoma City, Oklahoma 73105

L. NASPO ValuePoint Summary and Detailed Usage Reports

Master Agreement Terms and Conditions, NASPO ValuePoint Master Terms and Conditions, Section 27., NASPO ValuePoint Summary and Detailed Usage Reports is modified to add the following provision.

For Oklahoma based Purchasing Entities, Contractor agrees to submit a Contract Usage Report and said report shall be submitted on a quarterly basis. "Contract Usage Report" shall include the following: the Applicable State Contract Number, report amount(s), and reporting period covered and the State agency name. Reports shall include usage of this Contract by any other Government Entities (i.e. county, city, etc). Continuous failure to submit quarterly usage report may result in termination of the Contract.

Contract usage report shall meet the following criteria:

- a) Must be submitted electronically in Excel format
- b) Reports shall be submitted quarterly regardless of quantity
- c) Submitted within forty five (45) - calendar days upon performance completion
- d) Contract quarterly reporting periods shall be as prescribed:

January 01 through March 31
April 01 through June 30
July 01 through September 30
October 01 through December 31

All Contract Usage Reports shall be delivered electronically (format: .xls) to:

VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Led by the State of Washington

E-mail: strategic.sourcing@omes.ok.gov

M. GOVERNING LAW AND VENUE

Master Agreement Terms and Conditions, NASPO ValuePoint Master Terms and Conditions, Section 35., Governing Law and Venue is modified to add the following provisions.

Any claim, dispute, or litigation relating to the execution, interpretation, performance, or enforcement of this Participating Addendum shall be governed by the laws of the State of Oklahoma without regard to application of choice of law principles.

Venue for any action, claim, dispute, or litigation relating in any way to the execution, interpretation, performance, or enforcement of this Participating Addendum shall be in Oklahoma County, Oklahoma.

If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the Western District of Oklahoma.

Further, notwithstanding any provision in the Master Agreement, the State does not waive the doctrine of sovereign immunity and immunity from suit to the extent authorized by the Constitution and laws of the State of Oklahoma nor any other right or defense available to the State.

N. SUPPLIER REGISTRATION

In order to receive payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

5. Partner Utilization: Each state represented by NASPO ValuePoint participating in the Master Agreement independently has the option of utilizing partners. Only partners approved by this Participating State/ Entity may be deployed. The Participating State will define the process to add and remove partners and may define the partner's role in this Participating Addendum. The Contractor's partners' participation will be in accordance with the terms and conditions set forth in the Master Agreement. Approved partners are only upon written approval from the State of Oklahoma.
6. Terms: The Participating State/Entity agrees to the terms and conditions of the Master Agreement only to the extent the terms and conditions are not in conflict with this Addendum, applicable law, or both.

VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT


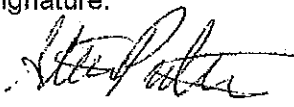
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7. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

8. Leasing: The Parties acknowledge and agree that (i) the Master Agreement provides that Participating State/Entity may enter into lease agreements if it has the authority to do so; and (ii) Participating State/Entity reserves the right, but has no obligation, to lease equipment under this Addendum and the Master Agreement upon terms and conditions mutually acceptable to the Parties.

9. Counterparts: This Addendum may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Addendum. Delivery of an executed counterpart of this Addendum by electronic means, including, without limitation, by facsimile transaction or by electronic delivery in portable document format (".pdf") or tagged image file format (".tiff"), shall be equally effective as delivery of a manually executed counterpart thereof.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: Oklahoma	Contractor: MECHANIC RESOURCES LTD.
Signature: 	Signature: 
Name: Ferris J. Barger	Name: STEVEN PETZOLD
Title: State Purchasing Director	Title: PRESIDENT
Date: 5/23/17	Date: 5/8/17

NASPO ValuePoint

PARTICIPATING ADDENDUM



NASPO

ValuePoint

VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Led by the State of Washington

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:

Ted Fosket

Telephone:

907 723-3360

Email:

tfosket@naspovaluepoint.org

***Please email fully executed PDF copy of this document
to***

PA@naspovaluepoint.org

***to support documentation of participation and posting
in appropriate data bases.***