



## Statewide Contract Addendum

*This addendum is added to and is to be considered part of the subject contract.*

**Contract Issuance Date: June 4, 2010**

**Statewide Contract #: SW 798 WSCA**

**Contract Title: Vehicle Lifts and Related Garage Equipment**

**Addendum Date: August 29, 2016**

**Addendum #: Five (5)**

This contract has been extended at the same pricing, terms and conditions – Effective through December 31, 2016. A copy of the WSCA contract amendment is attached.

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MOHAWK RESOURCES LTD  
P.O. BOX 110  
AMSTERDAM, NY 12010-0110

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**CONTACT:** MARY BARTLETT **PHONE:** 518-842-1431, X11 **EMAIL:** MBARTLETT@MOHAWKLIFTS.COM

If you have any questions concerning the addendum contact the contracting officer below.

Theresa Johnson  
Statewide Initiatives Contract Officer  
Telephone #: (405) 521-2289  
theresa.johnson@omes.ok.gov

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	06405
Mohawk Resources LTD. 65 Vrooman Ave PO Box 110 Amsterdam, NY 12010-5321	Amendment No.:	18
	Effective Date:	6/30/2016

**EIGHTEENTH AMENDMENT  
 TO  
 CONTRACT NO. 06405  
 VEHICLE LIFTS (NASPO VALUEPOINT)**

This Eighteenth Amendment ("Amendment") to Contract No. 06405 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 Mohawk Resources LTD, a Nevada private limited company ("Contractor") and is dated as of June 30, 2016.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No.06405 for vehicle lifts dated effective as of April 13, 2006 ("Contract").
- B. The Parties previously amended this Contract nine (9) times as follows: Contract amendments #1 issued August 12, 2010, #6 issued February 10, 2009, #9 issued November 16, 2011, #10 issued July 30, 2012, #12 issued February 8, 2013, #13 issued March 21, 2013, #14 issued April 11, 2013, #15 issued January 21, 2015, #16 issued March 13, 2015 and #17 issued November 5, 2015. Due to erroneous clerical errors in the previously numbering system for amendments that was used amendments #2, #3,#4,#5, #7, #8 and #11 were never issued and do not exist.
- 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.** Section 1 C -Term of Contract is amended to extend the term six (6) months, ending December 31, 2016, or until such time that a replacement contract is awarded, if earlier.
- 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.

**MOHAWK RESOURCES LTD.,  
A NEVADA COMPANY**

By: \_\_\_\_\_

Name: Steven Perlstein

Title: President

Date: \_\_\_\_\_



6/30/16

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By: \_\_\_\_\_

Name: Greg Tolbert

Title: Legal Services Manager

Date: June 29, 2016

