SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:
INNOVATIVE MUNICIPAL PRODUCTS US INC
DBA INNOVATIVE SURFACE SOLUTIONS
454 RIVER RD
GLENMONT, NY 12077
(800) 387-5777 EXT 110

REFER QUESTIONS TO:
LISA FORTUNE MCDONALD
(410) 767-4084
LISA.MCDONALD@MARYLAND.GOV

ITB: 12/31/19
EXPR DATE: 10/02/18
DISCOUNT TERMS: .00
NET 30 DAY

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR’S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

STATEWIDE CONTRACT

FOR

LIQUID MAGNESIUM CHLORIDE

DISTRICTS 1 - 7

THIS CONTRACT IS FOR THE SUPPLY AND DELIVERY OF LIQUID CORROSION-INHIBITED MAGNESIUM CHLORIDE TO BE USED AS A LIQUID DE-ICING AGENT FOR PRE-WETTING SALT FOR WINTER STORMS. MAGNESIUM CHLORIDE 27+/- 1% CONCENTRATION WITH A CORROSION INHIBITOR THAT CONFORMS TO PERTINENT PACIFIC NORTHWEST SNOWFIGHTERS (PNS) SPECIFICATIONS. PERCENT BY WEIGHT SULFATE, PERCENT BY WEIGHT SPECIFIC GRAVITY AT 60 DEGREES FAHRENHEIT. RECOMMENDED LEVEL: 26% MIN/28% MAX. LESS THAN 2%; 1.251 MIN SPECIFIC GRAVITY, 1.272 MAX SPECIFIC GRAVITY.

PRODUCTS MUST BE UNIFORMLY PREMIXED TO THE APPROPRIATE SPECIFICATION BEFORE THE PRODUCT IS PLACED ON A DELIVERY TRUCK. VENDOR MUST SUPPLY A CERTIFIED LOAD TICKET VERIFYING PERCENT AND TYPE OF PRODUCT SOLUTION AND THE NUMBER OF GALLONS.

***SCOPE OF THE CONTRACT***

THE TERM OF THIS CONTRACT IS FOR THREE (3) YEARS FROM 01/01/2016 - 12/31/2018. THIS CONTRACT OR ANY PART OF THE CONTRACT MAY BE RENEWED FOR TWO (2) ONE-YEAR TERMS BY THE MUTUAL AGREEMENT BETWEEN DGS AND THE CONTRACTOR.

*** CONTINUED, NEXT PAGE ***
TERMS (cont’d):

CONTRACT TERM: JANUARY 1, 2019 THRU DECEMBER 31, 2019
THREE (1) YEARS.

OPTION TO RENEW: THE CONTRACT MAY BE UNILATERALLY EXTENDED FOR
(1) ONE ADDITIONAL, (1) ONE YEAR PERIOD AT THE SAME TERMS AND
CONDITIONS.

OPTION YEAR 1: JANUARY 1, 2019- DECEMBER 31, 2019
OPTION YEAR 2: JANUARY 1, 2020- DECEMBER 31, 2021
MUTUAL AGREEMENT OF THE DEPARTMENT OF GENERAL SERVICES AND THE
VENDOR. DGS MAY EXTEND THE EXPIRATION DATE OF THE CONTRACT DURING
THE FINAL RENEWAL OPTION FOR NINETY (90) DAYS UPON THE AGREEMENT
BETWEEN THE DEPARTMENT OF GENERAL SERVICES AND THE VENDOR.

CONTRACT WILL REMAIN IN EFFECT FOR THE TIME PERIOD AND QUANTITY
SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE
MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30)
DAYS WRITTEN NOTICE.

THIS CONTRACT 001B9400126 IS THE FIRST OF TWO RENEWAL OPTIONS
ORIGINAL: 001B6400321

FIRST: 001B9400126

ANY ITEM LISTED HEREIN NOT DELIVERED IN A TIMELY MANNER OR DOES NOT
CONFORM TO THE REQUIREMENTS OF THE CONTRACT, MAY BE PURCHASED ON THE
OPEN MARKET BY THE USING AGENCY. THE CONTRACTOR WILL BE CHARGED FOR
ANY PRODUCT COST INCURRED BY THE STATE THAT IS IN EXCESS OF THE
CONTRACTED PRICE.

THE MARYLAND STATE HIGHWAY ADMINISTRATION WILL BE THE PRIMARY USER OF
THIS CONTRACT. OTHER MARYLAND STATE AND LOCAL DIVISIONS ARE
AUTHORIZED TO PURCHASE FROM THIS CONTRACT.

PROCUREMENT OFFICER: LISA FORTUNE MCDONALD
410-767-4084
LISA.MCDONALD@MARYLAND.GOV

VENDOR CONTACT: INNOVATIVE MUNICIPAL PRODUCTS (US) INC.
SYED ALI
800-387-5777 EXT 110
SALI@INNOVATIVECOMPANY.COM

FOR PLACING ORDERS******

*** CONTINUED, NEXT PAGE ***
 TERMS (cont’d):

CONTACT NAMES: VALERIE MENDITTO
STEPHANIE LALIMA

ORDER DESK EMAIL: ORDERS@INNOVATIVECOMPANY.COM
CONTACT NUMBER: 800-257-5808
518-729-4319
FAX NUMBER: 518-729-5181
ADDRESS: 454 RIVER ROAD
GLENMONT, NY 12077

****DELIVERY****
ALL DELIVERIES WILL BE COMPLETED WITHIN SEVEN CALENDAR DAYS AFTER THE
SUPPLIER RECEIVES AN ORDER, ORALLY OR IN WRITING, FROM THE USING
AUTHORITY.

THE VENDOR SHALL PROVIDE ALL THE MATERIAL, EQUIPMENT, SUPPLIES,
TRANSPORTATION AND ALL OTHER INCIDENTALS REQUIRED TO SUPPLY
REQUESTING AGENCIES WITH CORROSION-INHIBITED MAGNESIUM CHLORIDE. ALL
PRICES ARE PER GALLON DELIVERED F.O.B. CUSTOMER'S TANKS. CONTRACT
PRICES INCLUDES ANY ADMINISTRATIVE COSTS AND/OR FEES.
DELIVERIES SHALL BE ONLY MADE DURING NORMAL BUSINESS HOURS (MONDAY -
FRIDAY 7:30 AM - 3:30 PM) UNLESS THE SUPPLIER GETS APPROVAL AND MAKES
ARRANGEMENTS WITH THE RECEIVING FACILITY IN ADVANCE OF ANY
ANTICIPATED DELIVERY DURING NON-BUSINESS HOURS.

ALL DELIVERIES MUST BE COORDINATED THROUGH AN AUTHORIZED
REPRESENTATIVE(S). THE AUTHORIZED REPRESENTATIVE(S) WILL SIGN A
DELIVERY RECEIPT CERTIFYING RECEIPT OF MATERIAL. NO PAYMENT WILL BE
MADE UNLESS A DELIVERY TICKET IS SIGNED.

DELIVERY LOCATIONS ARE LISTED BELOW
THE FOLLOWING SALT DOME/BARN SITES HAVE 6,000 GALLON AND/OR 10,000
GALLON STORAGE TANKS. PLEASE CONTACT THE FOLLOWING RESIDENT
MAINTENANCE ENGINEERS/REPRESENTATIVES TO COORDINATE EACH DELIVERY AND
TO GET DIRECTIONS TO THE LOCATION.

*******DELIVERY OF SPLIT-LOADS******
AT THE USER AGENCY'S REQUEST, THE VENDOR WILL DELIVER A TANKER LOAD
OF MATERIAL TO MORE THAN ONE LOCATION. THE USER AGENCY WILL PAY THE
VENDOR AN ADDITIONAL $100.00 WHEN A DELIVERY IS SHARED BETWEEN
TWO LOCATIONS. FOR EXAMPLE, IF TWO FACILITIES SHARE A SINGLE TANKER
LOAD OF MATERIAL, THE USER AGENCY WILL PAY THE VENDOR AN EXTRA
$100.00. IF THREE FACILITIES SHARE A SINGLE TANKER LOAD OF MATERIAL,
THE USER AGENCY WILL PAY THE VENDOR AN EXTRA $200.00. IF FOUR
FACILITIES SHARE A SINGLE TANKER LOAD OF MATERIAL, THE VENDOR WILL BE
PAID AN ADDITIONAL $300.00. ALL DELIVERIES OF SHARED LOADS WILL BE
MADE WITHIN THE SAME COUNTY OR WITH AN ADJACENT COUNTY IN MARYLAND.

*** CONTINUED, NEXT PAGE ***
ALL LOADS, INCLUDING SHARED LOADS, WILL TOTAL A MIN OF 4,000 GALLONS.

USAGE REPORT:

USAGE REPORT CONTINUE ********
FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. REPORT SHALL BE EMAILED TO THE PROCUREMENT OFFICER, STACEY POLLITT AT STACEY.POLLITT1@MARYLAND.GOV

*********DELIVERY LOCATIONS BELOW*********

<table>
<thead>
<tr>
<th>US 40 SALT DOME</th>
<th>US 7 SALT DOME</th>
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<tbody>
<tr>
<td>PULASKI HIGHWAY</td>
<td>8620 PHILADELPHIA BLVD</td>
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<tr>
<td>ROSEDALE MD 21237</td>
<td>ROSEDALE MD 21237</td>
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<tr>
<td>ALAN PRICE</td>
<td>ALAN PRICE</td>
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<td>8119 BELLZAR RD</td>
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<td>BALTIMORE MD 21222</td>
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<tr>
<td>ALAN PRICE</td>
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<thead>
<tr>
<th>BROOKLANDVILLE SALT DOME</th>
<th>HEREFORD SHOP</th>
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<tbody>
<tr>
<td>10615 FALLS RD</td>
<td>306 MT. CARMEL RD</td>
</tr>
<tr>
<td>BROOKLANDVILLE MD 21093</td>
<td>PARKTON MD 21120</td>
</tr>
<tr>
<td>BILL BALCH</td>
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<td>410-329-6752</td>
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<tr>
<th>SECURITY SALT DOME</th>
<th>OWINGS MILLS SHOP</th>
<th>PIPE YARD SALT DOME</th>
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<tr>
<td>1707 BELMONT AVE</td>
<td>9130 S. DOLFIELD ROAD</td>
<td>5201 WASHINGTON BLVD</td>
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<td>OWINGS MILLS MD 21117</td>
<td>BALTIMORE MD 21227</td>
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<td>AAMIR KHURRAM</td>
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<th>FALLSTON SALT DOME</th>
<th>ABERDEEN SALT DOME</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHURCHVILLE SHOP</td>
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519 FALLSTON ROAD  3050 CHURCHVILLE ROAD  900 S. PHILADELPHIA BLVD
FALLSTON MD  21047  CHURCHVILLE MD  21028  ABERDEEN MD  21001
TERRY CLARK  TERRY CLARK  TERRY CLARK
410-879-9419

BUSHES CORNER DOME
4810 ROCKS RD
STREET MD  21154
TERRY CLARK

MT AIRY SALT DOME  WESTMINSTER SHOP
MD 144 @ MD 27 150 WYNTRYST DRIVE
MOUNT AIRY MD  21771  WESTMINSTER MD  21157
PAUL HAINES  PAUL HAINES
410-876-2061  410-876-2061

JESSUP SALT DOME
7295 WATERLOO RD
WATERLOO MD  21075
JIM JONES  410-531-5533

MYERSVILLE SALT DOME  CLARKSBURG DOME  FAIRLAND SHOP
US 40 @ CHURCH HILL RD  MD 121 @ IS 270 12020 PLUM ORCHARD RD
MYERSVILLE MD 21773  CLARKSBURG MD  SILVER SPRING MD 20904
KEN KARLHEIM  GREG EDWARDS  ROBERT MURRY
301-624-8250  301-948-2477  301-572-5166

LAUREL SHOP  GLEN BURNIE SHOP
400 SECOND STREET  910 STEWART AVENUE
LAUREL MD  20707  GLEN BURNIE MD  21061
BRET HADZIMICHALIS  301-776-7619  RUEBEN BUCKLE  410-766-3770

LA PLATA SHOP  UPPER MARLBORO SHOP
5725 WASHINGTON AVE  6500 SE CRAIN HIGHWAY
LA PLATA MD  20646  UPPER MARLBORO MD  20772
RICHARD MCINTYRE  MARCUS BROWN
301-984-8031  301-952-0555

STATEWIDE ESTIMATE USE:
DISTRICT 1  DISTRICT 2  DISTRICT 3
DORECHESTER  1000  KENT  1000  MONTGOMERY  36000
SOMERSET  1000  QUEEN ANNE 1000  PRINCE GEORGE'S  36000
WICOMICO  1000  CAROLINE 1000
WORCESTER  1000  TALBOT 1000  CECIL  1000

DISTRICT 4  DISTRICT 5  DISTRICT 6

*** CONTINUED, NEXT PAGE ***
TERMS (cont’d):

HARFORD  8000  ANNE ARUNDEL  15000  ALLEGANY  1000
BALTIMORE  8000  CHARLES  2000  WASHINGTON  1000
ST. MARY'S  1000  GARRETT  1000
CALVERT  1000

DISTRICT 7
HOWARD  15000
FREDERICK  8000
CARROLL  20000

ELECTRONIC PROCESSING FEE:

A. CONTRACTOR SHALL PAY A CONTRACT ADMINISTRATION FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE CONTRACT ADMINISTRATION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE CONTRACT ADMINISTRATION FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

B. THE CONTRACT ADMINISTRATION FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO AWAWU.SALAKO@MARYLAND.GOV.

C. FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO $10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

D. PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) CONTRACT ADMINISTRATION FEE.

OPEN MARKET CLAUSE*****
THE USING AUTHORITIES MAY PURCHASE ON THE OPEN MARKET THE PRODUCTS LISTED IN THE CASE OF VENDOR FAILURE TO PROVIDE THE COMMODITY IN THE TIME FRAME PRESCRIBED IN THE CONTRACT. VENDOR WILL BE RESPONSIBLE FOR COST DIFFERENCE BETWEEN CONTRACT PRICING AND OPEN MARKET PURCHASE.

*** CONTINUED, NEXT PAGE ***
********** CONTRACT ACCEPTANCE *********

THE BLANKET PURCHASE ORDER (BPO) ISSUED AS A RESULT OF THE NEGOTIATION OF AWARD AFTER UNSUCCESSFUL COMPETITIVE SEALED BIT (ITB), #001IT820052, AND ANY SUBSEQUENT AMENDMENTS, MODIFICATION OR OPTIONS ISSUED RELEVANT TO THE ITB OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS, AND SPECIFICATIONS ISSUED WITH THE ITB AND ARE INCORPORATED HEREIN AND MADE A PART OF THE BPO.

0001     77545-47015A           GL              1.0600

MAGNESIUM CHLORIDE DE-ICING (LIQUID)

END OF ITEM LIST

******* LAST PAGE *******