

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is dated this 24th day of January, 2017, but effective as of April 1, 2016 ("Effective Date"), between Airgas Carbonic, Inc., a corporation organized and existing under the laws of the State of Delaware and authorized to do business in the State of Florida (hereinafter referred to as "Assignor") and Airgas USA, LLC, a limited liability company organized and existing under the laws of the State of Delaware and authorized to do business in the State of Florida (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, on the 17th of June 2014, the City of Delray Beach, Florida, a municipal corporation of the State of Florida ("City") and Assignor entered into a contract for the sale by Assignor and purchase by City of gases ("Contract"), pursuant to Bid #2014-22; and

WHEREAS, Assignor desires to assign all of its rights and obligations under the Contract to Assignee, and Assignee desires to assume all of Assignor's rights and obligations under the Contract, on the terms and conditions hereinafter set forth; and

WHEREAS, pursuant to the Contract, the written consent of the City is required to effectuate such assignment.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Contract, effective as of April 1, 2016.
2. Assignee, for the benefit of Assignor and the City under the Contract, hereby assumes, and agrees to be bound by and to perform, all of the covenants, agreements, terms, obligations, responsibilities, provisions and conditions on the part of the Assignor under the Contract to be kept, performed and observed from and after the Effective Date.
3. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the day and year first written above.

AIRGAS CARBONIC, INC.
Assignor

Signed in the presence of:

By: [Signature]

Title: Chief Financial Officer

Kathleen R. MacMurray
Witness Signature

Kathleen R. MacMurray
Print Name

Thomas M. Smyth
Print Name

259 N. Radnor - Chester Road
Print Address

[Signature]
Witness Signature

Jennifer Zajac
Print Name

Suite 100

Radnor PA 19087

AIRGAS CARBONIC, INC.
Assignor

STATE OF Pennsylvania

COUNTY OF Delaware

The foregoing instrument was acknowledged before me this 5th day of January, 2017 by Thomas Smyth in the capacity of Airgas Carbonic, Inc., a Delaware corporation, on its behalf. He is personally known to me /and he did not take an oath.

(Stamp or seal of Notary)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Lisa Baglivo, Notary Public
Radnor Twp., Delaware County
My Commission Expires Sept. 14, 2020

[Signature]
Signature of Notary

Lisa Baglivo
Type or Print Name of Notary

Sept. 14, 2020
Date of Commission Expiration (if not on stamp or seal)

AIRGAS USA, LLC
Assignee

Signed in the presence of:

Kathleen R. MacMurray
Witness Signature

Kathleen R. MacMurray
Print Name

Jennifer Zajac
Witness Signature

Jennifer Zajac
Print Name

By: [Signature]

Title: Chief Financial Officer

Thomas M. Smyth
Print Name

259 N. Radnor-Chester Road
Print Address

Suite 100

Radnor PA 19087

AIRGAS USA, LLC
Assignee

STATE OF Pennsylvania

COUNTY OF Delaware

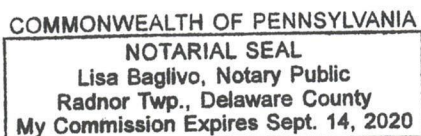
The foregoing instrument was acknowledged before me this 5th day of January, 2017, by Thomas Smyth, in the capacity of Airgas USA, LLC, a Delaware limited liability company, on its behalf. He is personally known to me and he did not take an oath.

(Stamp or seal of Notary)

Lisa Baglivo
Signature of Notary

Lisa Baglivo
Type or Print Name of Notary

Sept. 14, 2020
Date of Commission Expiration (if not on stamp or seal)



CONSENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT

City hereby consents to the transaction as set forth in this Assignment and Assumption Agreement and hereby agrees to release and discharge Assignor from any further obligation or liability under the Contract and to look solely to Assignee as the responsible party under the Contract for all liabilities or obligations arising after the Effective Date of the Assignment and Assumption Agreement, as set forth therein. Assignor will not be released from any liability or obligation accruing prior to the Effective Date. This consent will not operate as a waiver of any prohibition against further assignment or subletting, as provided in the Contract.

IN WITNESS WHEREOF, the party hereto has set their hands and corporate seal on this 24th day of January, 2017.


CITY OF DELRAY BEACH, FLORIDA

ATTEST:



Cheryl D. Nelson
City Clerk

BY:



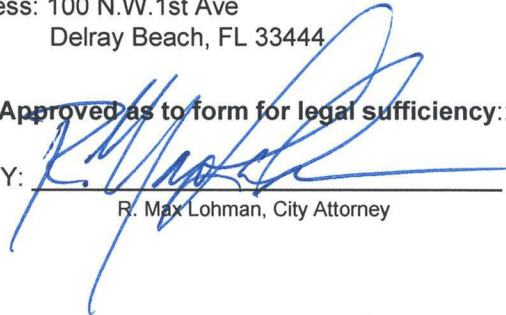
Gary D. Glickstein, Mayor

Address: 100 N.W. 1st Ave
Delray Beach, FL 33444

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Delray Beach, FL 33444

Approved as to form for legal sufficiency::

BY:



R. Max Lohman, City Attorney