

**AMENDMENT No. 3 to
MASTER AGREEMENT# 8496**

I. This is Amendment No. 3 to Master Agreement #8496 dated April 25, 2018, as amended from time to time ("Master Agreement") between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services office ("DAS PS") on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and W.W. Grainger Inc. hereafter called "Contractor." This amendment is effective on the date it has been signed by both parties.

II. The Master Agreement is hereby amended as follows;

Contractor has requested price increases, the right to remove discontinued products and the right to add new products to Exhibit B. DAS PS has approved these requested changes. Therefore, Exhibit B Market Basket Price Sheet of the Master Agreement is hereby replaced with the attached revised Exhibit B Market Basket Price Sheet. The prices set forth in the Revised Exhibit B become effective on July 1, 2020.

III. Except as expressly amended above, all other terms and conditions of the Master Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Master Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of execution of the Amendment.

Certification: By signature on this Amendment, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, for a period of no fewer than six calendar years preceding the Effective Date of this Amendment, Contractor has faithfully has complied with and is not in violation of: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;(ii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions:

CONTRACTOR: W.W. Grainger Inc.:

By: Mark Snead VP, Government Contracts 07/02/2020
Name: Title: Date

DEPARTMENT OF ADMINISTRATIVE SERVICES PROCUREMENT SERVICES, On behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program:

Approved By: Sally Smith SPA 7/2/2020
Name: Title: Date

APPROVED PURSUANT TO ORS 291.047: by Karen Johnson, Sr. Assistant Attorney General via email date July 1, 2020.