

**AMENDMENT No. 1 to
PRICE AGREEMENT# 3403**

I. This is Amendment No. 1 to Price Agreement #3403, ("Amendment No. 1"), dated February 2, 2018, ("Amendment No. 1 Effective Date"), is between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services office ("DAS PS") and Interline Brands DBA: AmSam, CleanSource, JanPak, ("Contractor"), dated as of July 18, 2013, on the terms and conditions as provided herein.

II. The Price Agreement is hereby amended as follows:

- a. The parties acknowledge and agree to extend the Price Agreement as defined in Section 1.5 of the Price Agreement. This Price Agreement shall be extended for an additional 3 year term. The new expiration date shall be July 23, 2021.
- b. All Price Agreement terms and conditions shall remain firm and in effect throughout the term of the Price Agreement.

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 Master Agreement.

Certification: [By signature on this amendment for Contractor, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.]

CONTRACTOR: Interline Brands DBA: AmSam, CleanSource, JanPak
By: [Signature] VP Sales 2/5/2018
Name: Title: Date

DEPARTMENT OF ADMINISTRATIVE SERVICES, PROCUREMENT SERVICES OFFICE:
By: [Signature] SAA 2/6/18
Name: Title: Date

PRICE AGREEMENT NO. 3403

AMENDMENT NO. 2

This is Amendment No. 2 to Price Agreement No. 3402 effective July 1, 2019, as amended from time to time ("Price Agreement") between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services, hereafter called "DAS" and Interline Brands, Inc. called "Contractor". This Amendment is effective upon signature by the parties ("Amendment Effective Date").

The parties agree to amend the Price Agreement, as follows:

1. Exhibit C, Section 1 of the Price Agreement, Vendor Collected Administrative Fee (VCAF) and Section 2, Volume Sales Report (VSR), are revised to replace or include the following language, effective on the Amendment Effective Date:

Section 2, DAS Volume Sales Report (VSR). Pursuant to the process defined by DAS, Contractor shall submit a Volume Sales Report (VSR) to DAS on a quarterly basis for all reporting periods through December 31, 2019; the quarterly report is due no later than thirty (30) calendar days from the end of the quarter. (For purposes of this Agreement, quarters end March 31, June 30, September 30 and December 31.) Beginning January 1, 2020, Contractor shall submit the VSR on a monthly basis no later than five (5) business days from the end of the preceding month, as directed by DAS. The VSR will contain:

- Complete and accurate details of all receipts (sales and refunds) for the reported period; and
- Such other information as DAS may reasonably request.

Contractor is responsible for timely reporting and shall submit a VSR whether or not there are sales. When no sales have been recorded for the month a report must be submitted stating "**No Sales for the Month**".

Section 1, Vendor Collected Administrative Fee (VCAF).

Sub Section e. Pursuant to the process defined by DAS, Contractor shall submit a Vendor Collected Administrative Fee (VCAF), as directed by DAS. The VCAF is a charge equal to Two Percent (2.0%) of Contractor's Gross total sales, less any credits, made to Authorized Purchasers during the reporting period.

Sub Section b. Contractor may not reflect the VCAF fee as a separate line item charge to Authorized Purchasers. Contractor's prices must reflect all Contractor's charges to Authorized Purchasers.

Sub Section f. Contractor is responsible for timely payment of the VCAF, regardless of entity that actually reports or makes VCAF payment to DAS. The form of payment must be specifically approved by the Contract Administrator. Late payments from Contractor will accrue interest at a rate of 18% per annum or the

maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full.

Sub Section d. DAS may, upon reasonable request during regular business hours, by itself or by a person authorized by it, audit Contractor's records and other pertinent data, to determine and verify the figures reported in any VSRs furnished by Contractor. In the event that any such audit reveals underpayment of administrative fees, Contractor shall immediately pay the amount of deficiency, together with interest. If the audit reveals that an underpayment exists, Contractor shall pay the cost of the audit.

2. Section 1.2, Process, is Amended to add in additional language as Section 1.2.10

1.2.10 Authorized Purchasers who are agencies of the State of Oregon under DAS procurement authority may issue ordering instruments under this Price Agreement in an amount not exceeding \$150,000.00 without further delegation of procurement authority from DAS. Notwithstanding the foregoing DAS delegation, Authorized Purchasers who are agencies of the State of Oregon must obtain all other necessary approvals, including but not limited to legal sufficiency approval as required.

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

Certification: The individual signing on behalf of Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor/Consultant is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, 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 Amendment Effective Date, Contractor has faithfully 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; and;. (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the supplied Contractor data is true and accurate.

X 
Kelly Tellegen

AGREED:

Interline Brands, Inc.

By: Kelly Tellegen

Title: Regional Sales Manager

Date: 05/02/2019

FEID: 581853319

THE STATE OF OREGON, acting
by and through the Department of
Administrative Services, Procurement
Services

By: 

Title: SPPA

Date: 5/3/19

Approved pursuant to ORS 291.047

By: Not required for this Amendment

AMENDMENT NO. 3

This is Amendment No. 3 to Price Agreement No. 3403 effective July 1, 2019, as amended from time to time ("Price Agreement") between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services, hereafter called "DAS" and Interline Brands, Inc. hereafter called "Contractor". This Amendment is effective upon signature by the parties ("Amendment Effective Date").

Specific Amendments to the Price Agreement. The PA is hereby amended as follows (new language is indicated by being in **bold and underlined** and deleted language is indicated by [brackets] and ~~strikethrough~~.

The parties agree to amend the Price Agreement, as follows:

1. Exhibit C, Section 1 of the Price Agreement, Vendor Collected Administrative Fee (VCAF) and Section 2, Volume Sales Report (VSR), are revised to replace or include entirety the following language, effective on the Amendment Effective Date:

Section 2, DAS Volume Sales Report (VSR). Pursuant to the process defined by DAS, Contractor shall submit a Volume Sales Report (VSR) to DAS on a quarterly basis for all reporting periods through December 31, 2019; the quarterly report is due no later than thirty (30) calendar days from the end of the quarter. (For purposes of this Agreement, quarters end March 31, June 30, September 30 and December 31.) [~~Beginning January 1, 2020~~], **Upon written notice from DAS**, Contractor shall submit the VSR on a monthly basis no later than five (5) business days from the end of the preceding month, as directed by DAS. Pursuant to the process defined by DAS-PS and published at:

<https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>,

The VSR will contain:

- Complete and accurate details of all receipts (sales and refunds) for the reported period; and
- Such other information as DAS may reasonably request.

Contractor is responsible for timely reporting and shall submit a VSR whether or not there are sales. When no sales have been recorded for the month a report must be submitted stating "***No Sales for the Month***".

Certifications. The individual signing on behalf of Contractor hereby:

- A. Certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, that Contractor is not in violation of any Oregon tax laws and that for a period of no fewer than six (6) calendar years preceding the Effective Date of this Contract, Contractor faithfully has complied with: (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; (c) Contractor is an independent contractor as defined in ORS 670.600; and (d) the supplied Contractor tax identification numbers are true and accurate;
- B. Certifies that, to the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against any disadvantaged business enterprise, minority-owned business, woman-owned business, business that service-disabled veteran owns or emerging small business certified under ORS 200.055 in obtaining any required subcontracts;
- C. Certifies that Contractor has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material term of the Contract, to maintain the policy and practice in force during the entire Contract term.
- D. Certifies that Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>.

CONTRACTOR: Interline Brands, Inc

By: _____

Name:

Ran Garver
Director of Compliance

Title:

13 Jan 2020

Date

DEPARTMENT OF ADMINISTRATIVE SERVICES, PROCUREMENT SERVICES:

Approved By: _____

Name:

procurement manager

Title:

14 JAN 2020

Date

APPROVED AS TO LEGAL SUFFICIENCY

Approved by: Approved pursuant to ORS 291.047 Not required for this Amendment

TRANSFER OF RIGHTS AND OBLIGATIONS AND CONSENT

FID # 58-1853319

Agreement # PA3403

This Transfer of Rights and Obligations (this "Transfer Agreement") is entered into by and between Interline Brands, Inc. dba Am Sam ("Contractor- Assignor") and Home Depot U.S.A., Inc. ("Assignee") with respect to all rights and obligations of Contractor-Assignor arising out of the Agreement (defined below). Capitalized terms used but not otherwise defined have the meaning given to them in the Agreement.

RECITALS

Contractor-Assignor entered into a certain Price Agreement PA 3403 dated July 18, 2013, as amended from time to time, with the State of Oregon Department of Administrative Services (the "State") to provide **Janitorial Supplies and Industrial Paper Products (Including Custodial Equipment and Incidental Services)** (the "Agreement"). Authorized Purchasers have issued purchase orders and other contracts under the Agreement.

The Agreement contains a provision that Contractor-Assignor shall not assign, delegate or otherwise transfer any of its rights or obligations under the Agreement without first obtaining the written consent of State.

Contractor-Assignor desires to assign all rights and delegate all duties arising under the Agreement and Assignee is willing to accept and assume the assignment of all such rights and the delegation of all duties arising out of the Agreement as applicable.

Both parties to the Transfer Agreement desire to induce the State to give its written consent to the Transfer Agreement and the assignment, delegation and assumption of the Agreement.

NOW THEREFORE, in consideration of the mutual promises, terms and conditions contained in this Transfer Agreement, the receipt and sufficiency of which are hereby acknowledged, Contractor-Assignor and Assignee mutually agree as follows:

1. Assignment of Rights and Transfer of Obligations

Contractor-Assignor hereby (a) assigns all of its right, title and interest to and under, and (b) delegates all of its duties to and under, the Agreement to Assignee effective as of the date Contractor-Assignor transfers its assets, liabilities and operations to Assignee (the "Transfer Date"). A true and accurate copy of the Agreement is attached hereto.

2. Acceptance of Assignment and Delegation and Assumption of Agreement

Assignee hereby accepts the assignment from Contractor-Assignor of (a) all right, title and interest in and (b) the delegation of all duties arising out of the Agreement and assumes and agrees to perform all obligations of Contractor-Assignor in strict conformance with the terms, conditions, requirements and specifications therein including all amendments, if any, of the Agreement from and after the Transfer Date.

3. Inducement to State to Accept Assignment

As an inducement to the State to accept the assignment and delegation contained in the Transfer Agreement, Contractor-Assignor and Assignee agree as follows:

(a) Assignee Performance Guarantees

Assignee agrees to perform and comply with all of the obligations contained in the Agreement in strict conformance with the terms, conditions, requirements and specifications therein including all amendments, if any, entered into between the parties as of the Transfer Date.

(b) Assignee Representations and Warranties

Assignee represents and warrants as follows:

- (1) Assignee has the power and authority to enter into and execute this Transfer Agreement and when executed and delivered, the Transfer Agreement shall be a valid and binding obligation of Assignee enforceable in accordance with its terms.
- (2) Assignee has the power and authority to enter into and perform the Agreement and as of the Transfer Date, the Agreement shall be a valid and binding obligation of Assignee enforceable in accordance with its terms.
- (3) Assignee represents and warrants that Assignee has the skill and knowledge possessed by well-informed members of its trade or profession and shall apply that skill and knowledge with care and diligence so Assignee and Assignee's employees and any authorized subcontractors perform the obligations contained in the Agreement in accordance with the standards prevalent in Assignee's trade or profession.
- (4) Assignee represents and warrants that all Goods delivered under the Agreement if any, are free and clear of any liens or encumbrances, and that Assignee has full legal title to the Goods, and that no other person has any right, title or interest in the Goods that shall be superior to or infringe upon the rights granted to the State under the Agreement.
- (5) Assignee represents and warrants that any Goods delivered by Assignee under the Agreement, if any, shall conform to the specifications, capabilities, characteristics, functions and performance standards set forth in the Agreement and any documentation provided by Assignee related to the Goods, shall be free from error or defect that materially impairs their use, and shall be free from defects in materials, workmanship and design.
- (6) Assignee represents and warrants that when used as authorized by the Agreement, the Goods delivered by Assignee, if any and any use of such Goods will not infringe any copyright, patent, trade secret, or other proprietary right of any third party.
- (7) The representations, warranties and certifications set forth in this Transfer Agreement are in addition to, and not in lieu of, any other representations and warranties provided in the Agreement. All representations and warranties in this Transfer Agreement and the Agreement shall be cumulative, and shall be interpreted expansively so as to afford the State with the broadest protection available.

(c) Contractor-Assignor Representations, Warranties and Performance Guarantees

- (1) Notwithstanding any other provision of this Transfer Agreement, after the Transfer Date, Contractor-Assignor agrees to remain obligated to State in accordance with the terms of the Agreement.

- (2) Contractor-Assignor represents and warrants that (i) the Agreement is in full force and effect in accordance with its terms and (ii) the Contractor-Assignor is not in default of the Agreement or any Purchase Order or Contract issued pursuant to the Agreement and (iii) all payments due under the Agreement as of the Transfer Date have been made and (iv) Contractor-Assignor has no claims against the State or any Authorized Purchaser arising under the Agreement.

4. Effective Date

This Transfer Agreement is conditioned upon the State's consent to this assignment and delegation as evidenced by the State's execution of the attached Consent. The Transfer Agreement shall become effective when (a) the Transfer Agreement is executed by the Contractor-Assignor and Assignee, (b) the attached Consent is executed by the State, and (c) all required approvals are received.

5. Miscellaneous Provisions

(a) This Transfer Agreement does not amend the Agreement and the Agreement remains in full force and effect.


(b) This Transfer Agreement contains the entire agreement and understanding of the Contractor-Assignor and Assignee with respect to the assignment and assumption of the Agreement and supersedes all prior and contemporaneous agreements between the parties with respect to the subject matter of this Transfer Agreement.

(c) The Contractor-Assignor and Assignee agree to execute such further documents as may be reasonably required to consummate the assignment and delegation contemplated by this Transfer Agreement, so long as the terms of such documents are fully consistent with the terms of this Transfer Agreement.

(d) The State is an intended beneficiary of this Transfer Agreement. Except as set forth, nothing in this Transfer Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Transfer Agreement.

Contractor-Assignor

Interline Brands, Inc.



By: **Ran Garver**
Its: **Director of Compliance**
Date: **29 May 19**

Assignee

Home Depot U.S.A., Inc.



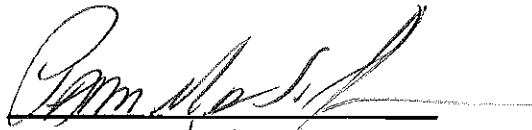
By: **Ran Garver**
Its: **Director of Compliance**
Date: **29 May 19**

CONSENT OF THE STATE

1. The State hereby consents to the assignment of the rights and the delegation of the obligations arising out of the Agreement by the Contractor-Assignor and the acceptance of the rights and assumption of the obligations by the Assignee.
2. This consent is subject to the terms, conditions, representations, warranties and covenants of this Transfer Agreement and the Agreement.
3. The State and Assignee agree to execute such further documents as may be reasonably required to consummate the assignment and delegation contemplated by this Transfer Agreement, so long as the terms of such documents are fully consistent with the terms of the Transfer Agreement.

State of Oregon

Approved pursuant to ORS 291.047



See Email Dated

By: Pam Johnson
Its:
Date: 5/31/19

By:
Its:
Date: 5/16/19

**AMENDMENT #4 to
PRICE AGREEMENT# 9275**

1. This is Amendment #4 to Price Agreement #9275, as amended from time to time between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services office ("DAS PS") and Home Depot USA, Inc. ("Contractor") and amends that certain Price Agreement #9275, effective July 18, 2013 (the "Agreement" or "Price Agreement"), on the terms and conditions as provided herein. This amendment is effective on the date it has been executed by both parties.

2. The Price Agreement is hereby amended as follows:

Pursuant to Special Procurement 1299-21, the Price Agreement is extended through June 30, 2023.

3. Except as expressly amended above, all other terms and conditions of the Price Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Price 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 Price Agreement.

4. Certification: By signature on this amendment for Contractor, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

Home Depot USA, Inc.

Signature and Date:  JUN 22 2021

Printed Name and Title: Ran Garver
Director of Compliance

State of Oregon, acting by and through the Department of Administrative Services, Procurement Services:

Signature and Date: _____

Printed Name and Title: Keri Ashford, State Procurement Analyst

Approved for Legal Sufficiency Pursuant to ORS 291.047 and OAR 137-045-0030: N/A

**AMENDMENT #5 TO
PRICE AGREEMENT #9275**

This is Amendment #5 to Price Agreement #9275 effective July 18, 2013, between the State of Oregon, acting by and through its Department of Administrative Services, Enterprise Goods and Services, Procurement Services ("DAS PS"), on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and HD Supply Facilities Maintenance, Ltd, successor-in-interest to The Home Depot Pro ("Contractor). This Amendment is effective on the date it has been fully executed by every party and approval from the Department of Justice has been obtained.

RECITALS

The Home Depot Pro has transferred all its rights and obligations under the Price Agreement to HD Supply Facilities Maintenance, Ltd, effective February 2, 2022.

DAS PS consented to Contractor's assumption of The Home Depot Pro's rights, title and interest in and to the Price Agreement under a separate Transfer Agreement.

The Price Agreement is hereby amended as follows:

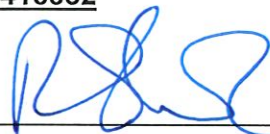
- a. All references in the Price Agreement to "The Home Depot Pro" are changed to "HD Supply Facilities Maintenance, Ltd."
 - b. All references to "Price Agreement 9275" in the Price Agreement are changed to "Price Agreement PO-10700-00005744."
1. Except as expressly amended above, all other terms and 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.
 2. Certification: The individual signing on behalf of Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, 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 Amendment Effective Date, 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 305.380(4), 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; and;. (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the supplied Contractor data is true and accurate.

Approval Signatures:

HD Supply Facilities Maintenance, Ltd.

Federal Tax ID: 52-2418852

Signature and Date:  10 Mar 22

Printed Name and Title: Ran Garver Director of Compliance

The State of Oregon, acting by and through its Department of Administrative Services, Enterprise Goods and Services, Procurement Services

Signature and Date: _____

Printed Name and Title: Keri Ashford, State Procurement Analyst

Approved for Legal Sufficiency Pursuant to ORS 291-047:

Karen Johnson, Senior Assistant Attorney General via e-mail dated 2/18/2022

TRANSFER OF RIGHTS AND OBLIGATIONS AND CONSENT
Price Agreement #9275

This Transfer of Rights and Obligations (this "Transfer Agreement") is entered into by and between The Home Depot Pro ("Contractor- Assignor") and HD Supply Facilities Maintenance, Ltd. ("Assignee") with respect to all rights and obligations of Contractor-Assignor arising out of the Price Agreement (defined below). Capitalized terms used but not otherwise defined have the meaning given to them in the Price Agreement.

RECITALS

Contractor-Assignor entered into Price Agreement 9275 dated July 18, 2013, with the State of Oregon Department of Administrative Services (the "State") to provide green janitorial supplies, industrial paper and equipment (the "Price Agreement").

The Price Agreement contains a provision that Contractor-Assignor shall not assign, delegate or otherwise transfer any of its rights or obligations under the Price Agreement without first obtaining the written consent of State.

Contractor-Assignor desires to assign all rights and delegate all duties arising under the Price Agreement and Assignee is willing to accept and assume the assignment of all such rights and the delegation of all duties arising out of the Price Agreement as applicable.

Both parties to the Transfer Agreement desire to induce the State to give its written consent to the Transfer Agreement and the assignment, delegation and assumption of the Price Agreement.

NOW THEREFORE, in consideration of the mutual promises, terms and conditions contained in this Transfer Agreement, the receipt and sufficiency of which are hereby acknowledged, Contractor-Assignor and Assignee mutually agree as follows:

1. **Assignment of Rights and Transfer of Obligations**

Contractor-Assignor hereby (a) assigns all of its rights, title and interest to and under, and (b) delegates all of its duties to and under, the Price Agreement to Assignee effective February 2, 2022 (the "Transfer Date").

2. **Acceptance of Assignment and Delegation and Assumption of Price Agreement**

Assignee hereby accepts the assignment from Contractor-Assignor of (a) all rights, title and interest in and (b) the delegation of all duties arising out of the Price Agreement and assumes and agrees to perform all obligations of Contractor-Assignor in strict conformance with the terms, conditions, requirements and specifications therein including all amendments, if any, of the Price Agreement from and after the Transfer Date.

3. **Inducement to State to Accept Assignment**

As an inducement to the State to accept the assignment and delegation contained in the Transfer Agreement, Contractor-Assignor and Assignee agree as follows:

(a) Assignee Performance Guarantees

Assignee agrees to perform and comply with all of the obligations contained in the Price Agreement in strict conformance with the terms, conditions, requirements and specifications therein including all amendments, if any, entered into between the parties as of the Transfer Date.

(b) Assignee Representations and Warranties

Assignee represents and warrants as follows:

- (1) Assignee has the power and authority to enter into and execute this Transfer Agreement and when executed and delivered, the Transfer Agreement shall be a valid and binding obligation of Assignee enforceable in accordance with its terms.
- (2) Assignee has the power and authority to enter into and perform the Price Agreement and as of the Transfer Date, the Price Agreement shall be a valid and binding obligation of Assignee enforceable in accordance with its terms.
- (3) Assignee represents and warrants that Assignee has the skill and knowledge possessed by well-informed members of its trade or profession and shall apply that skill and knowledge with care and diligence so Assignee and Assignee's employees and any authorized subcontractors perform the obligations contained in the Price Agreement in accordance with the standards prevalent in Assignee's trade or profession.
- (4) Assignee represents and warrants that all Goods delivered under the Price Agreement if any, are free and clear of any liens or encumbrances, and that Assignee has full legal title to the Goods, and that no other person has any right, title or interest in the Goods that shall be superior to or infringe upon the rights granted to the State under the Price Agreement.
- (5) Assignee represents and warrants that any Goods delivered by Assignee under the Price Agreement, if any, shall conform to the specifications, capabilities, characteristics, functions and performance standards set forth in the Price Agreement and any documentation provided by Assignee related to the Goods, shall be free from error or defect that materially impairs their use, and shall be free from defects in materials, workmanship and design.
- (6) Assignee represents and warrants that when used as authorized by the Price Agreement, the Goods delivered by Assignee, if any and any use of such Goods will not infringe any copyright, patent, trade secret, or other proprietary right of any third party.

(7) The representations, warranties and certifications set forth in this Transfer Agreement are in addition to, and not in lieu of, any other representations and warranties provided in the Price Agreement. All representations and warranties in this Transfer Agreement and the Price Agreement shall be cumulative and shall be interpreted expansively so as to afford the State with the broadest protection available.

(c) Contractor-Assignor Representations, Warranties and Performance Guarantees

(1) Notwithstanding any other provision of this Transfer Agreement, after the Transfer Date, Contractor-Assignor agrees to remain obligated to State in accordance with the terms of the Price Agreement.

(2) Contractor-Assignor represents and warrants that (i) the Price Agreement is in full force and effect in accordance with its terms and (ii) the Contractor-Assignor is not in default of the Price Agreement and (iii) all payments due under the Price Agreement as of the Transfer Date have been made and (iv) Contractor-Assignor has no claims against the State arising under the Price Agreement.

4. Effective Date

This Transfer Agreement is conditioned upon the State's consent to this assignment and delegation as evidenced by the State's execution of the attached Consent. The Transfer Agreement shall become effective February 2, 2022 when (a) the Transfer Agreement is executed by the Contractor-Assignor and Assignee, (b) the attached Consent is executed by the State, and (c) all required approvals are received.

5. Miscellaneous Provisions

(a) This Transfer Agreement does not amend the Price Agreement and the Price Agreement remains in full force and effect.

(b) This Transfer Agreement contains the entire agreement and understanding of the Contractor-Assignor and Assignee with respect to the assignment and assumption of the Price Agreement and supersedes all prior and contemporaneous agreements between the parties with respect to the subject matter of this Transfer Agreement.

(c) The Contractor-Assignor and Assignee agree to execute such further documents as may be reasonably required to consummate the assignment and delegation contemplated by this Transfer Agreement, so long as the terms of such documents are fully consistent with the terms of this Transfer Agreement.

(d) The State is an intended beneficiary of this Transfer Agreement. Except as set forth, nothing in this Transfer Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Transfer Agreement.

(e) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Transfer Agreement, including, without limitation, their validity, interpretation, construction, performance, and enforcement.

The Home Depot Pro (Assignor)
Federal Tax ID: 58-1853319

Signature and Date:  MAR 01 2022

Printed Name and Title: Ran Garver Director of Compliance

HD Supply Facilities Maintenance, Ltd. (Assignee)
Federal Tax ID: 52-2418852

Signature and Date:  MAR 01 2022

Printed Name and Title: Ran Garver Director of Compliance

CONSENT OF THE STATE

1. The State hereby consents to the assignment of the rights and the delegation of the obligations arising out of the Price Agreement by the Contractor-Assignor and the acceptance of the rights and assumption of the obligations by the Assignee.
2. This consent is subject to the terms, conditions, representations, warranties and covenants of this Transfer Agreement and the Price Agreement.
3. The State and Assignee agree to execute such further documents as may be reasonably required to consummate the assignment and delegation contemplated by this Transfer Agreement, so long as the terms of such documents are fully consistent with the terms of the Transfer Agreement.

**The State of Oregon, acting by and through its Department of Administrative Services,
Enterprise Goods and Services, Procurement Services**

Signature and Date: _____

Printed Name and Title: Keri Ashford, State Procurement Analyst

Approved for Legal Sufficiency Pursuant to ORS 291-047:

Karen Johnson, Senior Assistant Attorney General via e-mail dated 2/18/2022