

Addendum A
to the
Lowe's Home Centers, LLC and Maintenance Supply Headquarters, LP d.b.a Lowe's Pro Supply
(collectively "Lowe's")
and
NASPO Valuepoint Cooperative Purchasing Organization ("NASPO")
Solicitation Number AS21-189

Master Agreement for Walk-In Building Supplies

By signing below or accepting products from Lowe's Home Centers, LLC and Maintenance Supply Headquarters, LP d.b.a Lowe's Pro Supply (collectively "Lowe's"), NASPO Valuepoint Cooperative Purchasing Organization ("NASPO") accepts the clarification in this Addendum, including: current or past litigation, suits & judgments, product characteristics, most favored customer, insurance, payment & purchase orders, warranty & returns, shipping terms, subcontractors, and state specific reviews and any others and agrees this satisfies the NASPO's requirements for this solicitation and agreement.

Further Information: Current or Past Litigation, Suits, Judgments, Etc.

Lowe's Companies, Inc. a publicly traded company, is the parent company of Lowe's, the entities bidding on the above project. Lowe's operates over 1,700 stores, performs installation services nationwide, maintains relationships with thousands of suppliers, employs over 200,000 people, and serves millions of customers.

Claims, suits and judgments occur in the normal course of business. Lowe's Companies, Inc. discloses material legal proceedings in its annual 10k report, the most recent of which may be accessed through the U.S. Securities and Exchange Commission's website at <http://www.sec.gov/edgar.shtml>.

Further Information: Product Characteristics and Prohibition on Certain telecommunication and video surveillance services or equipment.

As an indefinite quantity, buyer directed contract, Lowe's cannot guarantee that any product or purchase has any particular environmental or other characteristics, including recycled or recovered content, efficiency, or country of origin or manufacturer, including that component parts have any particular characteristics, such as the absence of Huawei, ZTE or other listed company components before purchase. Lowe's will provide reasonable commercial assistance to the customer to locate products that meet their needs and requirements.

Further Information: Most Favored Customer

Lowe's agrees only that all prices offered through this NASPO Contract are equal to or less than the equivalent prices presented to similar customers within the same state for such items, meeting the same quantity, qualifications and with similar terms and conditions.

Also, Lowe's considers the term "Price" and "Prices" as used in this Agreement to mean the discount off of shelf pricing (see Lowe's response to question 5.1)

Further Information: Payment and Purchase Orders

The purpose of the Participating Addendum is to allow the NASPO to purchase "walk-in building supplies/ Carpentry Supplies/ Home Improvement Supplies and related materials. NASPO agree that amounts due to Lowe's are due at time of purchase.

As such a Participating Entity or Purchasing Entity must present a form of tender such as their P-Card or Lowe's Commercial Accounts (LCA) when presenting Lowe's with a Purchase Order. Repayment terms may be available under the Lowe's Commercial Account or P Card are set by the credit provider. Lowe's PRO Supply may also offer consolidated billing and net payment terms.

Aside from product, delivery, or shipping information, any terms, conditions, representations or certifications included on a Purchase Order or similar document ("Additional Terms") are void and superseded by the terms and conditions of this Master Agreement and this Participating Addendum. Lowe's gives notice of objection to all Additional Terms and specifically rejects all Additional Terms as a material alteration to this Master Agreement and this Participating Addendum. Lowe's may accept Additional Terms in its sole discretion after receiving separate, advance written notice of the Additional Terms, provided that no Additional Terms are valid until the buyer receives a signed acknowledgement from Lowe's agreeing to the Additional Terms.

Further Information: Shipping Terms

If requested, Lowe's will deliver products under this Agreement in accordance with the Lowe's delivery policy posted at time of purchase.

Further Information: Warranty

NASPO shall receive any warranty provided by a manufacturer of the products sold under this Agreement. Lowe's does not warrant the products.

If NASPO requests to return products, it may return products purchased under this agreement subject to Lowe's stand return policy at the time of purchase.

Further Information – Self-Insurance

Lowe's, will maintain during the term of the project and for a two year period following completion of services, the following insurance:

Commercial general liability insurance, under a blanket program providing coverage for multiple projects and locations, with minimum limits of \$1,000,000 per occurrence; \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate which shall include coverage for bodily injury, death, property damage, personal and advertising injury and contractual liability; commercial automobile liability insurance providing coverage for owned, hired and non-owned autos in the minimum combined single limit of \$1,000,000; and excess liability insurance in the minimum amount of \$5,000,000. Such insurance will respond on a primary basis for claims arising out of Lowe's performance under the terms of the agreement. Lowe's will also maintain workers' compensation insurance as required by applicable statute and employer's liability insurance in the minimum amount of \$500,000 per employee for disease, \$500,000 bodily injury per accident and \$500,000 policy limit for disease.

All policies shall be written on an occurrence basis by insurers rated A/X or higher by A.M. Best and authorized to do business in the state where the services are performed. Lowe's will satisfy the commercial general liability insurance requirement through a program of self-insurance covering Lowe's Companies, Inc. and its U.S. subsidiaries, including Lowe's Home Centers, LLC and Maintenance Supply Headquarters, LP (collectively "Lowe's")

An evidence of coverage certificate of insurance providing information on Lowe's insurance program is attached. Lowe's shall provide NASPO with a renewal certificate, upon request, should this certificate

expire during the awarded contract term. Lowe's will use commercially reasonable efforts to provide NASPO with thirty (30) days' prior written notice of cancellation of the insurance described herein; such notice will not be provided by the insurance company.

Upon request Lowe's shall include NASPO as an additional insured, by blanket endorsement, under the commercial general liability and automobile liability insurance, and shall provide NASPO with a certificate of insurance naming NASPO as an additional insured. All certificates bear an electronic signature. Lowe's will provide a certificate of insurance only; Lowe's will not provide copies of its insurance policies.

Further Information: Subcontractors

Lowe's, the entity submitting a response to the above project, is a fully owned subsidiary of Lowe's Companies, Inc. ("LCI"), a publicly traded company. LCI's operating entities (together or individually "Lowe's"), including Lowe's, operate over 1,700 stores, perform installation services nationwide, maintain relationships with thousands of suppliers, employ over 200,000 people, and serve millions of customers. Lowe's uses third party independent contractors to perform ancillary services for Lowe's during the normal course of business on a daily basis. These ancillary services may include, but are not limited to, appliance decommissioning, product delivery, and janitorial services for Lowe's stores, and are provided to Lowe's on an ongoing basis through pre-existing and established business relationships.

Lowe's does not consider the use of any of these ancillary services to trigger any subcontractor-specific or subcontractor approval requirements for this supply contract. Lowe's agrees to comply with all subcontracting requirements should Lowe's enter into a new contract to specifically fulfill the State of Utah's requirements.

Further Information: State Specific Revisions

Lowe's has offered state specific comments for Utah in the form of an addendum, and proposes to do the same, if applicable, for all potential Purchasing Entities that seek to enter a Participating Addendum. As a result, Lowe's has not redlined or revised the State Specific Terms and Conditions, but may do so in the future as part of the negotiation process with each eligible Purchasing Entity (pursuant to Scope of Work Section F, part e).