



**AMENDMENT NUMBER TWENTY-ONE  
TO THE MAINTENANCE, REPAIR, AND OPERATIONS SUPPLY AGREEMENT  
DATED JUNE 1, 2010  
BY AND BETWEEN  
GENERAL ELECTRIC COMPANY  
AND  
W.W. GRAINGER, INC.**

This Amendment Number Twenty-One (21) ("Amendment") dated **February 1, 2024** ("Amendment Effective Date") amends the Maintenance, Repair, and Operations Supply Agreement dated June 1, 2010 and amendments thereto (collectively, the "Agreement") between General Electric Company ("GE") including GE Vernova International (f/k/a General Electric International, LLC.) with general business offices located at One Neumann Way, Cincinnati, OH 45215 and W.W. Grainger, Inc. ("Grainger") with general business offices located at 100 Grainger Pkwy, Lake Forest, IL 60045.

WHEREAS, GE and Grainger now desire to amend the Agreement.

NOW THEREFORE, in exchange for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

- 1. Term. Section 1.** The first sentence of Section 1 is hereby deleted in its entirety and replaced with the following:

*"The term of this Agreement is effective June 1, 2010 and will expire **March 31, 2025** ("Expiration Date") and subject to earlier termination as provided in Section 14 ("Term"). Any responsibilities and obligations of either party set forth in the Agreement beyond the Expiration Date are of no effect. In addition, Section 15.7 (Warranties) of the Agreement shall survive the expiration of the Agreement."*

- 2. Pricing. Attachment 2. Volume Targets. Section 6.** The volume target table in Section 6 is hereby deleted and replaced with the following:

Start Date	End Date	Volume Target \$
02/01/2024	03/31/2025	23,917,000.00

Unless otherwise expressly defined herein, all capitalized terms used in this Amendment shall have the meanings ascribed to them in the Agreement. The Agreement remains in full force and effect except as expressly amended hereby to give effect to this Amendment.

This amendment and any amendments thereto may be executed by facsimile, .pdf or by means of other electronic signatures and such facsimile, .pdf or other electronic signatures shall be deemed to be valid and original.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment on the date set forth below, to be effective as of the Amendment Effective Date.

<b>W.W. GRAINGER, INC.</b> DocuSigned by:  Signed:  4508F9E7788E9465...	<b>GENERAL ELECTRIC, COMPANY</b> DocuSigned by:  Signed:  254B9E7788E9465... Steven Price
Name: Grace Spellman Castro	Name:
Title: Strategic Accounts Executive	Title: Senior Sourcing Manager
Date: 1/24/2024	Date: 1/25/2024



**AMENDMENT NUMBER TWENTY  
TO THE MAINTENANCE, REPAIR, AND OPERATIONS SUPPLY AGREEMENT  
DATED JUNE 1, 2010  
BY AND BETWEEN  
GENERAL ELECTRIC  
AND  
W.W. GRAINGER, INC.**

This Amendment Number Twenty (20) ("Amendment") dated **February 1, 2023** ("Amendment Effective Date") amends the Maintenance, Repair, and Operations Supply Agreement dated June 1, 2010 and amendments thereto (collectively, the "Agreement") between General Electric ("GE") with general business offices located at 3200 Wildwood Parkway, 10-01A-04, Atlanta, GA 30339 and W.W. Grainger, Inc. ("Grainger") with general business offices located at 100 Grainger Pkwy, Lake Forest, IL 60045.

WHEREAS, GE and Grainger now desire to amend the Agreement.

NOW THEREFORE, in exchange for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

- 1. Term. Section 1.** The first sentence of Section 1 is hereby deleted in its entirety and replaced with the following:

*"The term of this Agreement is effective June 1, 2010 and will expire February 07, 2024 ("Expiration Date") and subject to earlier termination as provided in Section 14 below ("Term") Any responsibilities and obligations of either party set forth in the Agreement beyond the Expiration Date are of no effect. In addition, Section 15.7 (Warranties) of the Agreement shall survive the expiration of the Agreement ."*

- 2. Pricing. Attachment 2. Volume Targets. Section 6.** The volume target table in Section 6 is hereby deleted and replaced with the following:

Start Date	End Date	Volume Target \$
02/08/2023	02/07/2024	17,500,000.00

Unless otherwise expressly defined herein, all capitalized terms used in this Amendment shall have the meanings ascribed to them in the Agreement. The Agreement remains in full force and effect except as expressly amended hereby to give effect to this Amendment.

This amendment and any amendments thereto may be executed by facsimile, .pdf or by means of other electronic signatures and such facsimile, .pdf or other electronic signatures shall be deemed to be valid and original.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment on the date set forth below, to be effective as of the Amendment Effective Date.

<b>W.W. GRAINGER, INC.</b> <small>DocuSigned by:</small>	<b>GENERAL ELECTRIC</b> <small>DocuSigned by:</small>
<b>Signed:</b> <i>Grace Spellman Castro</i> 4508F9E332BE4AD...	<b>Signed:</b> <i>Ann Marie Lubert</i> 42E84DE881DA423...
<b>Name:</b> Grace Spellman Castro	<b>Name:</b> Ann Marie Lubert
<b>Title:</b> Strategic Accounts Executive	<b>Title:</b> Governance - Supply Chain/Sourcing
<b>Date:</b> 1/31/2023	<b>Date:</b> 2/2/2023



January 27, 2023

GE Account Representative

Re: Letter Agreement for duplicate contract with General Electric International, Inc. ("New GE Party")

Dear Sir/Madam,

Reference is made to the agreement(s) referenced in Appendix 1 attached hereto, to which GRAINGER ("you") and General Electric Company ("Existing GE Party") are parties (each as amended from time to time, and including, as applicable, all amendments, exhibits, schedules, quotes, change notes, appendices or other similar documents related thereto, the "Original Agreement(s)"). Pursuant to the Original Agreement, you and Existing GE Party and/or any of Existing GE Party's affiliates are also parties to certain statements of work, work orders, purchase orders and/ or other similar ordering documents (each an "Ordering Document"). References in this letter to "Original Agreement" shall exclude any and all Ordering Documents, save for those Ordering Documents (if any) expressly referenced in Appendix 1 which shall be deemed included within the term "Original Agreement".

As you may be aware, General Electric Company, a New York corporation, intends to divide its business operations into three distinct investment-grade companies, hereinafter referred to as the "Transaction".

### **Duplicate Contract(s)**

As multiple business units in General Electric Company utilized the products and services provided under the Original Agreement(s) prior to the Transaction, we need to duplicate certain contractual arrangements under such Original Agreement(s) so as to allow the relevant distinct new entities to make use of such products and services following the closing of the aspect(s) of the Transaction relating to New GE Party.

Therefore, New GE Party and you hereby agree to adopt the terms and conditions of the Original Agreement(s) for use by and between you and New GE Party, save for the following modifications, with effect on the Spin-off Date (as defined below) ("Effective Date"). The "Spin-off Date" shall be the date on which the shares of the GE NewCo holding the healthcare business are distributed to the holders of General Electric Company common stock. The Spin-off Date is anticipated to occur in Q1 2023, as may be publicly announced, or such other date as will be communicated by GE.

- a. All references to the "agreement" or to any of its clauses, paragraphs, sections, schedules, appendices or annexes shall be deemed to refer to the Original Agreement (or its clauses, paragraphs, sections, schedules, appendices or annexes, as applicable) as duplicated and modified by this Letter Agreement.
- b. All references to General Electric Company or "GE", throughout the Original Agreement(s) are hereby replaced with General Electric International, Inc..
- c. The New GE Party shall be entitled, on written notice to you, to assign any of its rights and obligations under the agreement, in whole or in part to an "Affiliate". Affiliate shall mean any other entity (including but not limited to, joint ventures, corporations, limited liability companies, partnerships, limited partnerships, business trusts or other entities, subsidiaries, businesses, operating divisions, units or P&L's thereof) that is directly or indirectly in control of, controlled by, or under common control with such entity, including those now existing, or subsequently created or acquired during the term of the agreement.
- d. The parties agree that all notices under the Duplicate Contract, including within any exhibits, schedules, appendices, policies or other similar documents related thereto, shall be directed to:

**GE Energy Contact Address and Email:**

General Electric International, Inc.

Attn: Integrated Supply Chain & Sourcing

191 Rosa Parks Street, Cincinnati, OH United States 45202

This Letter Agreement and the duplicate contract comprised therein is referred to as "Duplicate Contract".

The Duplicate Contract shall be entirely separate from the Original Agreement or any other duplicate contract that may be created by reference to the Original Agreement in connection with the Transaction or otherwise (“Other Duplicate Contract”), such that things done or not done in respect of the Duplicate Contract will not apply to nor impact the Original Agreement or any Other Duplicate Contract.

The terms of the Duplicate Contract will, from the Effective Date, be incorporated into any Ordering Documents that are continuing in force and were previously entered into between you and any New GE Party that are entering into a Duplicate Contract in connection with the Transaction in replacement of the terms of any master services, framework or similar elements of the underlying Agreement as were incorporated into such Ordering Documents immediately prior to the Effective Date.

## **General**

Save in respect of any “Ordering Documents” that are assigned pursuant to a separate “Partial Assignment” letter that references the Duplicate Contract herein and is sent on or around the same date as this letter (or otherwise in connection with the Transaction) and any Ordering Documents that shall incorporate the terms of the Duplicate Contract pursuant to the paragraph immediately above, the Duplicate Contract shall not modify or otherwise affect the Original Agreement nor any Other Duplicate Contract, and the Original Agreement and any Other Duplicate Contract will continue in full force and effect in accordance with its terms. Neither GE nor any of its affiliates have any obligations with respect to the Duplicate Contract.

The Duplicate Contract exclusively and completely states the rights, duties and obligations of the parties and supersedes all prior and contemporaneous representations, letters, proposals, discussions and understandings by or between the parties with respect to the matters contained herein, and each party hereto acknowledges that in entering this Duplicate Contract it has not relied on any representation or warranty not contained herein. This Duplicate Contract may only be amended in writing and signed by the authorized representatives of both parties thereto.

Following the Effective Date, the New GE Party may, in connection with the Transaction, undergo (i) a change of legal form, for example from a corporation to a limited liability company (“Change of Legal Form”); and/or (ii) a “Change of Control”. For purposes of the Transaction and notwithstanding the meaning given to it in the Duplicate Contract, if any, “Change of Control” shall mean the sale of all or substantially all the assets of New GE Party; any merger, consolidation or acquisition of New GE Party with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock of New GE Party in one or more related transactions. By signing below, you hereby waive any rights you may have under the Duplicate Contract to terminate the Duplicate Contract, declare any default under the Duplicate Contract, seek to levy additional charges or accelerate any rights under the Duplicate Contract, in each case as a result of any such Change of Legal Form and/or Change of Control of the New GE Party and/or any subsequent assignment to an Affiliate by the New GE Party.

The parties, by their representatives signing below, agree with the terms of this Duplicate Contract and further certify that their respective signatories are duly authorized to execute this Duplicate Contract. This Duplicate Contract may be executed in one or more counterparts, or by facsimile or PDF attached by an email, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Please have an authorized person sign and date this Letter Agreement where indicated and return one copy via email in PDF form to your typical sourcing contact, with [sourcing.updates@ge.com](mailto:sourcing.updates@ge.com) on copy, **within 10 working days from receipt of the letter.**

Thank you.

Sincerely,

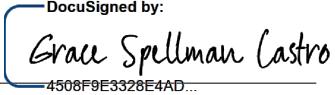


Mary Ann Kirsch, for and on behalf of General Electric International, Inc.

Global Indirect Sourcing Leader

**GRAINGER**

Agreed and accepted:

[Signature] By:   
Grace Spellman Castro  
4508F9E3328E4AD...  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Strategic Account Executive-National Accounts  
Date: \_\_\_\_\_ 1/31/2023

**Appendix 1**

- Reference is made to that certain Maintenance, Repair, and Operations Materials Supply Agreement between GRAINGER and General Electric Company, dated June 01, 2010.
- Reference is made to that certain AMENDMENT NUMBER TWENTY TO THE MAINTENANCE, REPAIR, AND OPERATIONS SUPPLY AGREEMENT between GRAINGER and General Electric Company, dated February 01, 2023.



**AMENDMENT NUMBER NINETEEN  
TO THE MAINTENANCE, REPAIR, AND OPERATIONS SUPPLY AGREEMENT  
DATED JUNE 1, 2010  
BY AND BETWEEN  
GENERAL ELECTRIC  
AND  
W.W. GRAINGER, INC.**

This Amendment Number Nineteen ("Amendment") dated **February 08, 2020** ("Effective Date") amends the Maintenance, Repair, And Operations Supply Agreement dated June 1, 2010 and amendments thereto (collectively, the "Agreement") between General Electric ("GE") and W.W. Grainger, Inc. ("Grainger").

WHEREAS, GE and Grainger now desire to amend the Agreement.

NOW THEREFORE, in exchange for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. **Term. Section 1.** The first sentence of Section 1 is hereby deleted in its entirety and replaced with the following:

*"The expiration date of the Agreement is changed from February 29, 2020 to **February 07, 2023** ("Expiration Date"). at which time this Agreement may be renewed for two additional one (1) year periods upon mutual written consent of GE and Grainger. Any responsibilities and obligations of either party set forth in the Agreement beyond the Expiration Date are of no effect. In addition, Section 15.7 (Warranties) of the Agreement shall survive the expiration of the Agreement."*

2. **Attachment 2. Pricing.** Attachment 2 is hereby deleted in its entirety and replaced hereto with the attached Attachment 2 as of the Effective Date of this Amendment.
3. **Attachment 3. GE Site Level Incremental Purchase Growth Incentive Program.** For the avoidance of doubt, the Incentive Program outlined in Attachment 3 was terminated on January 31, 2020. If an Incentive was earned for the period ending on January 31, 2020, it will be paid in accordance to the terms set forth in Exhibit 3.
4. **Attachment 3A. Target Cost Savings.** The Targeted Cost Savings Program outlined in Attachment 3A will be deleted in its entirety and replaced with the attached Attachment 3A, renamed Target Cost and Productivity Savings, as of the effective date of this Amendment.
5. **Exhibit W. Incremental Purchase Growth Incentive Program for Safety Shoes.** For the avoidance of doubt, the Incentive Program outlined in Exhibit W was terminated as of January 31, 2020. Grainger will calculate the baseline purchase amount based upon Buyer's Total Purchases from January 1, 2019 through January 31, 2019. If an Incentive was earned for the period ending on January 31, 2020, it will be paid in accordance to the terms set forth in Exhibit W.

Unless otherwise expressly defined herein, all capitalized terms used in this Amendment shall have the meanings ascribed to them in the Agreement. The Agreement remains in full force and effect except as expressly amended hereby to give effect to this Amendment.

This amendment and any amendments thereto may be executed by facsimile, .pdf or by means of other electronic signatures and such facsimile, .pdf or other electronic signatures shall be deemed to be valid and original.



IN WITNESS WHEREOF, the parties hereto have signed this Amendment on the date set forth below, to be effective as of the Effective Date.

W.W. GRAINGER, INC.	GENERAL ELECTRIC
<b>Signed:</b>  <small>Corine L Probert (Feb 12, 2020)</small>	<b>Signed:</b>  <small>Ann Marie Lubert (Feb 12, 2020)</small>
<b>Name:</b> Corine Probert	<b>Name:</b> Ann Marie Lubert
<b>Title:</b> Strategic Accounts Executive	<b>Title:</b> Governance Leader - Indirect Sourcing/S2P
<b>Date:</b> Feb 12, 2020	<b>Date:</b> Feb 12, 2020

**EXHIBITS ATTACHED:**

Attachment 2: Pricing

Attachment 3A: Targeted Cost and Productivity Savings



## ATTACHMENT 2 PRICING

The pricing provided hereunder is for Buyer's own use. Resale of Products (as defined below) purchased under the terms of this Pricing Exhibit at retail or online is not allowed.

**1. DEFINITIONS.** The following definitions (including the singular or plural as the context may require) shall have the meanings described below.

- a. "Catalog Products" means the products contained in Seller's Catalog or generally available on Seller's website.
- b. "Contract Reference Price" is the price point from which any discounts extended from Seller to Buyer will be calculated. The Contract Reference Price applicable at the time of purchase will be provided when Buyer logs into its grainger.com account.
- c. "Pricing Review" means the annual review of Buyer's pricing and Total Purchases during the applicable Prior Period. The first Pricing Review will be conducted on January 1, 2021.
- d. "Prior Period" means, as applicable, the rolling twelve (12) month period prior to (i) the effective date of the Agreement; or (ii) each Pricing Review.
- e. "Products" means, collectively, Catalog Products and Sourced Products.
- f. "Seller's Catalog" means Seller's *General Catalog*.
- g. "Seller's Website" means Seller's website at [www.grainger.com](http://www.grainger.com).
- h. "Sourced Products" means those products that are not generally available through Seller's Catalog or Seller's Website.
- i. "Total Purchases" means the net invoice price of all purchases of Products made by Buyer, less freight, taxes, Product returns and credits. Total Purchases shall include those purchases made by Buyer's participating United States Locations listed on Exhibit C.

**2. BASE DISCOUNT.** This Agreement provides Buyer's participating locations with the following discount structure for Catalog Products:

- a. Buyer is provided a discount of five percent (5%) ("Base Discount") off of the Contract Reference Price.
- b. Prices and discounts are applicable to Buyer's United States locations authorized to purchase under this Agreement, excluding United States territories. Export pricing may vary.
- c. In all cases, Seller's prices will be those in effect at the time of purchase. Prices are subject to change with thirty (30) days prior written notice. Current pricing and discounts may be found at [www.grainger.com](http://www.grainger.com). Seller reserves the right to correct publishing errors.

**3. CUSTOMER SPECIFIC PRICING ("CSP") PRICING PROGRAM.**

- a. **CSP.** Seller may, in its sole discretion, add high-volume, frequently purchased Catalog Products to the CSP list during the term of the Agreement, subject to the terms and conditions contained herein. For the avoidance of doubt, Buyer will receive the lower price of category discount, CSP, and Footwear.
- b. The price for a Catalog Product that has been added to the CSP list shall be held firm through a period stated on the CSP list ("Fixed Price Period"), and is subject thereafter to adjustment. However, if at any



time during the Fixed Price Period, (i) the price of any Catalog Product falls below Seller's cost, or (ii) Seller experiences a material increase in its cost to supply any Catalog Product as a result of, among other things, changes in laws or regulations, impositions of tariffs, increases in commodity prices, or other changes in conditions not reasonably foreseeable to Seller, Seller reserves the right to revise the price for that Catalog Product or withdraw the Catalog Product from the CSP list. If at any time a Catalog Product is discontinued for any reason, such Catalog Product will be removed from the CSP list and will communicate such changes to the Buyer.

- c. **CSP Purchase Criteria.** Based upon Buyer's Total Purchases in the applicable Prior Period, only Catalog Product SKUs that have been purchased: (i) at least **10** times in separate transactions; **Or** (ii) in the amount of **\$1,000** in the Prior Period (the "Purchase Criteria") will remain on the CSP list. During the Pricing Review, Seller will remove those Catalog Products from the CSP list that did not meet the Purchase Criteria in the Prior Period and will communicate such changes to the Buyer.
4. **CATEGORY DISCOUNTS.** The Category Discount Program offers Buyer category pricing discounts for Catalog Products in a certain category ("Category Discounts"), as set forth in the table below. Category Discounts will be applied to the Contract Reference Price. Category Discounts are subject to the following:
  - a. Category Discounts will not apply to: (a) Catalog Products receiving Customer Specific Pricing unless pricing is lower, in which case Category Discounts will apply; (b) Sourced Products; (c) items in any other discount programs; (d) promotional, lot, and commodity items, or (e) special pricing programs offered for certain Catalog Products from time to time.
  - b. If, after applying the discount in the table below, the price of an individual Catalog Product is below Seller's cost, Seller reserves the right to reduce the Category Discount for that Catalog Product. In such event, the discount will be no less than five percent (5%) discount off of the Contract Reference Price. If at any time a Catalog Product is discontinued for any reason, such Catalog Product will be removed from the Category Discount Program.
  - c. Seller reserves the right, in its sole discretion, to determine the appropriate category for a particular Catalog Product and to reassign Catalog Products to different or new categories at any time. Upon request, Seller will provide to Buyer general information related to category alignment for the various categories set forth below:

CATEGORY	DISCOUNT
Adhesives, Sealants and Tape	18%
Cleaning: Consumables	25%
Cleaning: Other	25%
Electrical	20%
Electronics, Appliances, and Batteries	17%
Fasteners	23%
Fleet and Vehicle Maintenance	14%
Furniture, Hospitality and Food Service	18%
Hand Tools	22%
Hardware	19%
HVAC: Filters	23%
HVAC: Other	21%
Hydraulics	17%
Lighting	21%
Material Handling	20%

Mfg: Abrasives	15%
Mfg: Lubrication	15%
Mfg: Machining	15%
Mfg: Welding	15%
Motors	18%
Office Supplies	18%
Paint, Equipment and Supplies	18%
Plumbing: Other	21%
Plumbing: Pipe, Valves, Fittings	21%
Pneumatics	18%
Power Transmission	18%
Pumps	18%
Safety: Facility Safety	23%
Safety: People Safety	23%
Lab Supplies	16%
Outdoor Equipment	13%
Power Tools	11%
Security	18%
Test Instruments	9%

- d. In all cases, the Contract Reference Price in effect at the time of purchase will be the price from which any discounts are calculated. Seller reserves the right to correct errors or omissions in Catalog Product descriptions or pricing at any time without notice.

## **5. Footwear Discount Program.**

In consideration for Seller's management of Buyer's safety shoe business, Buyer will be eligible to participate in Seller's Footwear Discount Program ("Footwear Program"). This Footwear Program offers Buyer a discount ("Footwear Discount") of **twenty-three percent (23%)** off of the Contract Reference Price on Catalog Products in the footwear category ("Footwear Products") provided, that in order to qualify for this Footwear Program, the aggregate total purchases by Buyer of Footwear Products must equal a minimum of two hundred and fifty thousand dollars (\$250,000.00) in each consecutive twelve (12) month period of this Agreement (the "Minimum Annual Purchase Requirement"). If Buyer's total annual aggregate purchases under this Footwear Program do not meet the Minimum Annual Purchase Requirement, then Buyer's discounts for any Footwear Products in this Footwear Program shall revert to Seventeen Percent (17%) off of the Contract Reference Price.

(i) The Footwear Discount will not apply to: (a) Catalog Products receiving Customer Specific Pricing; (b) Sourced Products; (c) items in any other discount programs; (d) promotional, lot, and commodity items, or (e) special pricing programs offered for certain Catalog or Footwear Products from time to time.

(ii) If, after applying the Footwear Discount, the price of an individual Footwear Product is below Seller's cost, Seller reserves the right to reduce the Footwear Discount for that Footwear Product. In such event, the discount will be no less than five percent (5%) off of the Contract Reference Price. If a Footwear Product is discontinued at any time, it will be removed from the Footwear Program.



(iii) Seller reserves the right, in its sole discretion, to determine whether a particular Catalog Product belongs in the Footwear Program and to remove or add items to the Footwear Program at any time. Upon request, Seller will provide to Buyer general information related to items included in the Footwear Program.

**6. Volume Targets.**

Buyer will use its best efforts to achieve purchasing volumes: For the avoidance of doubt, if the volume targets listed below are not met, GE is not considered in breach of contract.

<b>Start Date</b>	<b>End Date</b>	<b>Volume Targets \$</b>
02/08/2020	02/07/2021	\$23,740,000.00
02/08/2021	02/07/2022	\$25,100,000.00
02/08/2022	02/07/2023	\$26,600,000.00



**ATTACHMENT 3A**  
**TARGETED COST AND PRODUCTIVITY SAVINGS**

**A. Target Cost and Productivity Savings Program**

Buyer ("GE") and Grainger ("Seller") will work together to reduce Buyer's total MRO cost ("Cost and Productivity Savings") by implementing a targeted cost and productivity savings program ("Targeted Cost and Productivity Savings Program"). Seller will target the total cost of ownership savings that Buyer will experience during each twelve-month period of the Agreement ("Contract Year") as six percent (6%) ("Targeted Cost and Productivity Savings Goals") based upon the total annual purchases of products made by participating Buyer facilities from Seller against the baseline measurement (defined below). The Cost Savings Program will commence on **February 8, 2020** and will end on **February 7, 2023**.

Seller's commitment to meet the Targeted Cost and Productivity Savings (defined below) is based upon Buyer's agreement to comply with the following conditions:

**B. Conditions of Targeted Cost and Productivity Savings**

- 1) Measurements: Targeted Cost Savings is defined as a fixed percentage of Buyer's purchases within each Contract Year of the Agreement at mutually agreed upon In-Scope Locations (defined below). Baselines will be established and mutually agreed upon between the parties to define Buyer's current state. Actual achieved cost savings ("Actual Cost Savings") will be measured against the baselines to determine achievement against the Targeted Cost Savings.
- 2) Locations: All measurements, including goals, will pertain to mutually agreed upon locations, which are: (i) cooperative, (ii) seeking improvement opportunities, (iii) able to realize results, and (iv) willing to provide access to people, information and data ("In-Scope Locations") within thirty (30) days after request by Seller. The total number of In-Scope Locations will be mutually agreed upon between the parties.
- 3) Presentation of Actual Cost Savings: Seller will provide the appropriate documentation or methodology in order to validate the achievement of the Targeted Cost Savings.
- 4) Productivity Cost Savings Types: Seller will demonstrate the following savings opportunities:

**Deflation.** Deflation will be captured and reported using the following categories. These Cost Savings will be reported NET of inflation and applicable to Seller products and services purchased by Buyer that repeat year over year.

GE Deflation Savings Category	Calculation	Notes
Price Deflation	(Current Year Average Price – Prior Total Year Average Price) x Current Year Annual Volume	Exact Item Price Comparison Year Over Year
Substitution	(Current Year Average Price – Prior Total Year Average Price) x Current Year Annual Volume	New item with same fit, form and function will replace another item
Replacement	Total System X – Total System Y	A new system replaces another system



**Usage Reduction.** Usage Reduction will be reported and calculated as follows:

GE Usage Reduction Savings Category	Calculation	Notes
Usage	(Prior Year Volume – Current Year Volume) X Prior Year Unit Price	Savings gained from a reduction in the usage of a good or service (not due to business conditions) which are driven by Supplier

- 5) Monitor Results: Buyer and Seller will hold quarterly review meetings during the term of the Agreement. Seller will provide all documentation required to report Targeted Cost and Productivity Savings Program performance.
- 6) Seller will not be deemed in breach of the Agreement if the Targeted Cost Savings Goals are not achieved in total or in part in any Contract Year of the Agreement.

# General Electric Global Amend 19

Final Audit Report

2020-02-12

Created:	2020-02-07
By:	Mike Kopera (mike.kopera@grainger.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAG0AWnAqnWNLN8--IcLBSyPKt7tzpMRu3

## "General Electric Global Amend 19" History

- Document created by Mike Kopera (mike.kopera@grainger.com)  
2020-02-07 - 3:03:28 PM GMT- IP address: 167.115.150.9
- Document emailed to Ann Marie Lubert (timothy.casey@ge.com) for signature  
2020-02-07 - 3:05:42 PM GMT
- Email viewed by Ann Marie Lubert (timothy.casey@ge.com)  
2020-02-07 - 5:42:27 PM GMT- IP address: 104.129.196.207
- Document e-signed by Ann Marie Lubert (timothy.casey@ge.com)  
Signature Date: 2020-02-12 - 3:15:48 PM GMT - Time Source: server- IP address: 24.98.228.88
- Document emailed to Corine L Probert (corine.probert@grainger.com) for signature  
2020-02-12 - 3:15:50 PM GMT
- Email viewed by Corine L Probert (corine.probert@grainger.com)  
2020-02-12 - 3:16:09 PM GMT- IP address: 174.234.12.253
- Document e-signed by Corine L Probert (corine.probert@grainger.com)  
Signature Date: 2020-02-12 - 3:17:11 PM GMT - Time Source: server- IP address: 174.234.12.253
- Signed document emailed to Ann Marie Lubert (timothy.casey@ge.com), michael.nawrocki@grainger.com, Corine L Probert (corine.probert@grainger.com), and Mike Kopera (mike.kopera@grainger.com)  
2020-02-12 - 3:17:11 PM GMT



**AMENDMENT NUMBER EIGHTEEN  
TO THE MAINTENANCE, REPAIR, AND OPERATIONS SUPPLY AGREEMENT  
DATED JUNE 1, 2010  
BY AND BETWEEN  
GENERAL ELECTRIC  
AND  
W.W. GRAINGER, INC.**

This Amendment Number Eighteen ("Amendment") is by and between General Electric ("GE") and Grainger Industrial Supply, a division of W.W. Grainger, Inc. with general business offices located at 100 Grainger Pkwy, Lake Forest, IL 60045 ("Grainger"). This Amendment shall become effective (the "Effective Date") upon the execution of this Amendment by both parties.

WHEREAS, GE and Grainger executed that certain Maintenance, Repair, and Operations Materials Supply Agreement dated June 1, 2010 and amendments thereto (collectively the "Agreement"); and

WHEREAS, GE and Grainger now desire to amend the Agreement.

NOW THEREFORE, in exchange for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Term. Section 1.** The first sentence of Section 1 is hereby deleted in its entirety and replaced with the following:

"The expiration date of the Agreement is changed from December 31, 2019 to February 29, 2020 ("Expiration Date") Any responsibilities and obligations of either party set forth in the Agreement beyond the Expiration Date are of no effect. In addition, Section 15.7 (Warranties) of the Agreement shall survive the expiration of the Agreement.

2. **Attachment 3. GE Site Level Incremental Purchase Growth Incentive Program.** For the avoidance of doubt, the Incentive Program outlined in Attachment 3 will be extended for this extension period through February 29, 2020. If an Incentive was earned for the period ending on December 31, 2019, it will be paid in accordance to the terms set forth in Exhibit 3. A new 2-month Incentive is now in effect from January 1, 2020 through February 29, 2020. The new threshold for this 2-month period is **\$5,833.00**. If a new Agreement is signed prior to February 29, 2020, this Incentive will expire at that time.
3. **Attachment 3A. Target Cost Savings.** For the avoidance of doubt, the Targeted Cost Savings Program outlined in Attachment 3A will be extended for this extension period through February 29, 2020.
4. **Exhibit W. Incremental Purchase Growth Incentive Program for Safety Shoes.** For the avoidance of doubt, the Incentive Program outlined in Exhibit W will be extended for this extension period through February 29, 2020. If an Incentive was earned for the period ending on December 31, 2019, it will be paid in accordance to the terms set forth in Exhibit W. A new 2-month Incentive is now in effect from January 1, 2020 through February 29, 2020. The new threshold for this 2-month period **\$416,667.00**. If a new Agreement is signed prior to February 29, 2020, this Incentive will expire at that time.

Unless otherwise expressly defined herein, all capitalized terms used in this Amendment shall have the meanings ascribed to them in the Agreement.

The Agreement remains in full force and effect except as expressly amended hereby to give effect to this Amendment.



IN WITNESS WHEREOF, the parties hereto have signed this Amendment on the date set forth below, to be effective as of the Effective Date.

W.W. GRAINGER, INC.	GENERAL ELECTRIC
<b>Signed:</b>  Corine Probert (Dec 23, 2019)	<b>Signed:</b>  William E. Morrow, Jr. (Dec 23, 2019)
<b>Name:</b> Corine Probert	<b>Name:</b> William E. Morrow, Jr.
<b>Title:</b> Strategic Accounts Executive	<b>Title:</b> Global Category Leader - MRO & Facilities Mgmt
<b>Date:</b> Dec 23, 2019	<b>Date:</b> Dec 23, 2019



FOR THE ONES WHO GET IT DONE

**AMENDMENT NUMBER SEVENTEEN  
TO THE MAINTENANCE, REPAIR, AND OPERATIONS SUPPLY AGREEMENT  
DATED JUNE 1, 2010  
BY AND BETWEEN  
GENERAL ELECTRIC  
AND  
W.W. GRAINGER, INC.**

This Amendment Number Seventeen ("Amendment") is by and between General Electric ("GE") and Grainger Industrial Supply, a division of W.W. Grainger, Inc. with general business offices located at 100 Grainger Pkwy, Lake Forest, IL 60045 ("Grainger"). This Amendment shall become effective (the "Effective Date") upon the execution of this Amendment by both parties.

WHEREAS, GE and Grainger executed that certain Maintenance, Repair, and Operations Materials Supply Agreement dated June 1, 2010 and amendments thereto (collectively the "Agreement"); and

WHEREAS, GE and Grainger now desire to amend the Agreement.

NOW THEREFORE, in exchange for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Any GE Affiliate divested by GE (as an ongoing concern or otherwise, hereafter, the "Divested Entity") may, during the duration of the Agreement and subsequent renewals (if any) plus ninety (90) days, whichever is shorter, continue to benefit under the pricing terms of the Agreement set forth in Attachment 2 to Amendment 15 for a period of one (1) year following divestiture by GE, *provided that Grainger has the opportunity in a timely manner to review and approve the creditworthiness of the Divested Entity. The GE Site Incremental Purchase Growth Incentive Program set forth in Attachment 3 and the Incremental Purchase Growth Incentive Program for Safety Shoes set forth in Exhibit W attached in Amendment 16 shall not be extended to a Divested Entity.*
2. Notwithstanding the above, the entity acquiring the Divested Entity ("Acquiring Entity") may choose to have the Divested Entity purchase under the Acquiring Entity's current agreement in place with Grainger and forego purchasing under the Agreement.
3. Except to the extent inconsistent or in conflict with the terms of this Amendment Seventeen, Grainger's standard invoice, sales, warranty, and export terms and conditions in effect at the time of purchase and Grainger's standard forms and website Terms of Purchase, which are incorporated by reference and may be found on Grainger's Website, [www.grainger.com](http://www.grainger.com), will apply to all product purchases made by the Divested Entity.
4. For the avoidance of doubt, any entity or business acquired by GE or a GE Affiliate may use the GE/Supplier Agreement, and GE agrees to provide Supplier with notice thereof.

Unless otherwise expressly defined herein, all capitalized terms used in this Amendment shall have the meanings ascribed to them in the Agreement.

The Agreement remains in full force and effect except as expressly amended hereby to give effect to this Amendment.



IN WITNESS WHEREOF, the parties hereto have signed this Amendment on the date set forth below, to be effective as of the Effective Date.

W.W. GRAINGER, INC. Signed: <i>David Smith</i>	GENERAL ELECTRIC Signed: <i>Derek Reeves</i>
Name: David Smith	Name: <i>Derek Reeves</i>
Title: Regional Sales Vice President	Title: Executive Industrial Sourcing, Global MRO
Date: 5/26/19	Date: 5/23/19



**AMENDMENT NUMBER SIXTEEN  
TO THE MAINTENANCE, REPAIR, AND OPERATIONS SUPPLY AGREEMENT  
DATED JUNE 1, 2010  
BY AND BETWEEN  
GENERAL ELECTRIC  
AND  
GRAINGER INDUSTRIAL SUPPLY, A DIVISION OF W.W. GRAINGER, INC.**

This Amendment Number Sixteen ("Amendment") is by and between General Electric ("GE") with general business offices located at 3200 Wildwood Parkway 10-01A-04 Atlanta, GA 30339 and Grainger Industrial Supply, a division of W.W. Grainger, Inc. with general business offices located at 100 Grainger Pkwy, Lake Forest, IL 60045 ("Grainger").

WHEREAS, GW and Grainger executed that certain Maintenance, Repair, and Operations Supply Agreement dated June 1, 2010 and amendments thereto (collectively the "Agreement"); and

WHEREAS, GE and Grainger now desire to amend the Agreement.

NOW THEREFORE, in exchange for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. **Term. Section 1.** The expiration date of the Agreement is changed from December 31, 2018 to December 31, 2019 ("Expiration Date"). In addition, Section 15.7 (Warranties) of the Agreement shall survive the expiration of the Agreement.
2. **Attachment 2. Pricing.** The following shall be added as Section 5 to Attachment 2 – Pricing:

**5. Footwear Discount Program.**

*In consideration for Seller's management of Buyer's safety shoe business, Buyer will be eligible to participate in Seller's Footwear Discount Program ("Footwear Program"). This Footwear Program offers Buyer a discount ("Footwear Discount") of **twenty-three percent (23%)** off of the Contract Reference Price on Catalog Products in the footwear category ("Footwear Products") provided, that in order to qualify for this Footwear Program, the aggregate total purchases by Buyer of Footwear Products must equal a minimum of two hundred and fifty thousand dollars (\$250,000.00) in each consecutive twelve (12) month period of this Agreement (the "Minimum Annual Purchase Requirement"). If Buyer's total annual aggregate purchases under this Footwear Program do not meet the Minimum Annual Purchase Requirement, then Buyer's discounts for any Footwear Products in this Footwear Program shall revert to Seventeen Percent (17%) off of the Contract Reference Price.*

- (i) *The Footwear Discount will not apply to: (a) Catalog Products receiving Customer Specific Pricing; (b) Sourced Products; (c) items in any other discount programs; (d) promotional, lot, and commodity items, or (e) special pricing programs offered for certain Catalog or Footwear Products from time to time.*
- (ii) *If, after applying the Footwear Discount, the price of an individual Footwear Product is below Seller's cost, Seller reserves the right to reduce the Footwear Discount for that Footwear Product. In such event, the discount will be no less than seven percent (7%) off of the Contract Reference Price. If a Footwear Product is discontinued at any time, it will be removed from the Footwear Program.*



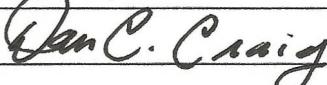
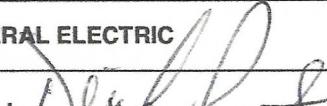
(iii) Seller reserves the right, in its sole discretion, to determine whether a particular Catalog Product belongs in the Footwear Program and to remove or add items to the Footwear Program at any time. Upon request, Seller will provide to Buyer general information related to items included in the Footwear Program."

3. **Attachment 3 and Attachment 3A. GE Site Incremental Purchase Growth Incentive Program/Target Cost Savings.** This Incentive is hereby extended through December 31, 2019. The current Attachment 3 and Attachment 3A are hereby deleted and replaced with the attached Attachment 3 and Attachment 3A.
4. **Exhibit W. Incremental Purchase Growth Incentive Program for Safety Shoes.** The current Exhibit W is hereby deleted in its entirety and replaced hereto with the attached Exhibit W as of the Effective Date of this Amendment.

Unless otherwise expressly defined herein, all capitalized terms used in this Amendment shall have the meanings ascribed to them in the Agreement. The Agreement remains in full force and effect except as expressly amended hereby to give effect to this Amendment.

This amendment and any amendments thereto may be executed by facsimile, .pdf or by means of other electronic signatures and such facsimile, .pdf or other electronic signatures shall be deemed to be valid and original.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment on the date set forth below, to be effective as of the Effective Date.

GRAINGER INDUSTRIAL SUPPLY A DIVISION OF W.W. GRAINGER, INC.	GENERAL ELECTRIC
Signed: 	Signed: 
Name: Dan Craig	Name: Jennifer Reeves
Title: Strategic Accounts Executive	Title: Executive Category Leader
Date: 1/2/19	Date: 12/31/18

**Exhibits Attached:**

Attachment 3: GE Site Incremental Purchase Growth Incentive Program  
Attachment 3A: Target Cost Savings Program  
Exhibit W: Incremental Purchase Growth Incentive Program for Safety Shoes



### ATTACHMENT 3

#### GE U.S. Site ("GE Site") Incremental Purchase Growth Incentive Program 2019 Period

All GE Sites choosing to participate in this Program must sign up no later than February 28, 2018 ("Sign-Up Period").

**Confirmation of participation in this Program must be in the form of an email response to the Grainger Strategic Account Executive's email offer stating the Program details during the Sign-Up Period.**

1. The GE Site Purchase Growth Incentive (the "Incentive") described in this Attachment 3 will be paid to each participating GE Site (as defined below) *provided that* the requirements set forth in Section 4 below are met during the 2019 Period.
2. The term "GE Site" may be one individual or grouping of account numbers based on specific GE locations.
3. The term "Baseline Purchases" means the GE Site's Total Purchases from the period beginning January 1, 2018 and ending December 31, 2018.
4. Grainger will pay an Incentive of ten percent (10%) to each GE Site based upon the incremental growth of the Total Purchases\* during the 2019 Period compared to the Baseline Purchases for the specific GE Site *provided that* all the following requirements are met:
  - a. Identify Grainger to its GE Site procurement team as Primary MRO Supplier.
  - b. Achieve minimum growth of \$35,000 in Total Purchases over Baseline Purchases.
  - c. Provide to Grainger a list of GE Site contacts for key functional areas provided by Grainger.
  - d. Allow and participate in at least 2 business reviews with the GE Site Key Contacts during the 2019 Period.
  - e. Provide access badges, whenever possible, for appropriate Grainger employees.

*\*For purposes of this Attachment 3, the following will not be included as Total Purchases: (i) Sourced Products of \$100,000 or more or (ii) all orders placed by GE where Grainger acts as a billing agent for the performance of services by a third-party (e.g., arc flash electrical services to be performed by Eaton or other third-party).*

5. To the extent an Incentive has been earned by any GE Site in accordance with this Attachment 3, within sixty (60) days after the end of the 2019 Period, Grainger will calculate the Incentive report and furnish each GE Site a check or may elect an EFT (Electronic Funds Transfer) in the amount of the Incentive earned.
6. To the extent that the GE Site's outstanding accounts payable which are undisputed to Grainger are thirty (30) days past due, Grainger reserves the right to withhold from the Incentive payment an amount equal to the undisputed portion over thirty (30) days past due until such amounts are brought current by the GE Site. Any remaining balance of the Incentive will be sent to the GE Site described in Section 5 above. In such event, Grainger will send the GE Site a statement detailing outstanding balances and credits made towards its account.
7. The GE Site may also participate in the Targeted Cost Savings Program, as set forth in Attachment 3A.



**ATTACHMENT 3A**  
**Target Cost Savings Program**

**A. Target Cost Savings Program**

GE ("Buyer") and Grainger ("Seller") will work together to reduce Buyer's total MRO cost ("Cost Savings") by implementing a target cost savings program ("Target Cost Savings Program"). Seller will target the total cost of ownership savings that Buyer will experience during the 2019 Period as five percent (5%) ("Target Cost Savings Goal") based upon the total annual purchases of products made by Buyer from Seller against the baseline measurement (defined below).

Seller's commitment to meet the Target Cost Savings (defined below) is based upon Buyer's agreement to comply with the following conditions:

**B. Conditions of Target Cost Savings**

- 1) Measurements: Target Cost Savings is defined as a fixed percentage of Buyer's purchases during the 2019 Period. Baselines will be established and mutually agreed upon between the parties to define Buyer's current state. Actual achieved cost savings ("Actual Cost Savings") will be measured against the baselines to determine achievement against the Target Cost Savings.
- 2) Locations: All GE locations.
- 3) Presentation of Actual Cost Savings: Seller shall submit written proposals to Buyer sites that set forth Seller's recommendations for implementation of Cost Savings projects. The proposals shall describe each Cost Savings project in detail along with a business analysis of the potential for savings. Buyer shall notify Seller as to whether Seller's proposal is accepted, modified, placed in the parking lot or rejected in its entirety, and if accepted or modified, with what amount of potential Cost Savings Seller will be credited. If the Buyer site modifies or rejects the proposal, it shall set forth its reasons therefore. Further, if the Buyer site decides to implement the Cost Savings project, it shall notify Seller on the date that the project is implemented and subsequently notify Seller upon determination of the actual Cost Savings on the date such actual savings are calculated. Seller will not receive credit for projects that are not implemented.
- 4) Cost Savings Types: Cost savings opportunities will be an aggregate of, year over year price savings for exact match products, year over year savings for approved substitutions or replacements, approved usage savings reductions and other approved productivity savings.
- 5) Monitor Results: Buyer and Seller will hold quarterly review meetings during the term of the Agreement. Seller will provide all documentation required to report Target Cost Savings Program performance.
- 6) Seller will not be deemed in breach of the Agreement if the Target Cost Savings Goals are not achieved in total or in part during the 2019 Period.

**EXHIBIT W**  
**Incremental Purchase Growth Incentive Program for Safety Shoes**  
**General Electric – Incentive 1/1/2016 through 12/31/2019**

1. Provided Buyer achieves the Dollar Growth Threshold for the Safety Shoe Category set forth in the table in Section 4 below, Seller will provide a purchase growth incentive to Buyer to be paid annually ("Incentive") for each Contract Year, based upon such Dollar Growth in the Safety Shoe Category and the corresponding Incentive percentage. The term "Contract Year" means a period of twelve (12) consecutive months within the term of this Agreement, with the first Contract Year commencing on **1/1/2016**, and subsequent Contract Years commencing on the anniversaries thereof. This Incentive will end on **December 31, 2019**.
2. The term "Total Purchases" means the net invoice price of the purchased Product, less freight, taxes, returned Products and credits. Total Purchases shall include those purchases made by Buyer's participating United States Locations listed on Exhibit C during each Contract Year.
3. The Incentive will be available provided Buyer's Total Purchases for the Safety Shoe Category for the most recent Contract Year exceed the minimum dollar growth threshold listed in Section 4 below for the respective Contract Year.
4. The Incentive will apply to Buyer's Total Purchases in the Safety Shoe Category based upon the "Minimum Purchases Safety Shoe Category" achieved and corresponding "Incentive Payout %" set forth as follows:

Start Date	End Date	Minimum Purchases Safety Shoe Category	Incentive Payout %
01/01/2016	12/31/2016	\$1,000,000.00	5%
01/01/2017	12/31/2017	\$1,500,000.00	5%
01/01/2018	12/31/2018	\$2,000,000.00	5%
01/01/2019	12/31/2019	\$2,500,000.00	5%

#### **EXAMPLES**

At the end of each "End Date" as defined in the table in Exhibit W. Grainger will total the Safety shoe spend for all GE Business units. If Ge's safety shoe spend has exceeded the minimum commitment needed for that year as defined in the Exhibit W table. Grainger will pay GE a 5% payment on that total spend.

#### **Example 1:**

Year 1- 1/1/2016 – 12/31/2016 GE Safety Shoe spend is \$1,200,000.

Result- Grainger would pay GE 5% of \$1,200,000 or \$60,000 because they met the \$1,000,000 volume commitment in year 1

#### **Example 2:**

Year 1- 1/1/2016 – 12/31/2016 GE Safety Shoe spend is \$1,500,000.

Result- Grainger would pay GE 5% of \$1,500,000 or \$75,000 because they met the \$1,000,000 volume commitment in year 1



**Example 3:**

Year 2- 1/1/2017 – 12/31/2017 GE Safety Shoe spend is \$1,200,000.

Result- No incentive paid. GE did not meet the \$1,500,000.00 volume commitment.

5. To the extent an Incentive has been earned, within forty-five (45) days after the end of a Contract Year, Seller will calculate the Incentive and furnish Buyer at **3200 Wildwood Parkway, 10-01A-04, Atlanta, GA 30339 US**, a check in the amount of the Incentive. Seller will also furnish Buyer a statement reflecting Total Purchases made during the applicable Contract Year, including participating Location totals.
6. To the extent that GE's outstanding accounts payable which are undisputed to Grainger are thirty (30) days past due, Grainger reserves the right to withhold an amount equal to the undisputed portion over thirty (30) days past due until such amounts are brought current by GE. Any remaining balance of the Incentive will be sent to GE as described in section E of Attachment R. In such event, Grainger will send GE a statement detailing outstanding balances and credits toward their account.



FOR THE ONES WHO GET IT DONE

AMENDMENT NUMBER FIFTEEN  
TO THE MAINTENANCE, REPAIR, AND OPERATIONS SUPPLY AGREEMENT  
DATED JUNE 1, 2010  
BY AND BETWEEN  
GENERAL ELECTRIC  
AND  
GRAINGER INDUSTRIAL SUPPLY, A DIVISION OF W.W. GRAINGER, INC.

This Amendment Number Fifteen ("Amendment") is by and between General Electric ("GE") and Grainger Industrial Supply, a division of W.W. Grainger, Inc. with general business offices located at 100 Grainger Pkwy, Lake Forest, IL 60045 ("Grainger"). This Amendment shall become effective (the "Effective Date") upon the execution of this Amendment by both parties.

WHEREAS, GE and Grainger executed that certain Maintenance, Repair, and Operations Materials Supply Agreement dated June 1, 2010 and amendments thereto (collectively the "Agreement"); and

WHEREAS, GE and Grainger now desire to amend the Agreement.

NOW THEREFORE, in exchange for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- A. **Baker Hughes Oilfield Operations LLC.** Effective as of November 1, 2017 all purchases made by Baker Hughes Oilfield Operations LLC as identified in Attachment 1 to this Amendment 15, shall no longer be subject to the terms and conditions of the Agreement. Grainger agrees to provide GE a rebate for the price differences between the current Grainger prices for the Baker Hughes Oilfield Operations LLC sites only under the Agreement and the Procurement Advisors prices for Baker Hughes Oilfield Operations LLC from October 1, 2017 to October 31, 2017. Grainger will issue this rebate to GE within 30 days of the Effective Date.
- B. **Section 1. Term.** The expiration date of the Agreement is changed from May 31, 2020 to December 31, 2018 ("Expiration Date"). Any responsibilities and obligations of either party set forth in the Agreement beyond the Expiration Date are of no effect. In addition, Section 15.7 (Warranties) of the Agreement shall survive the expiration of the Agreement.
- C. **Customer Specific Pricing.** All current CSP pricing will remain in place until December 31, 2017.
- D. **Base Discount and Category Discounts.** Within five (5) days after the Effective Date, all percentage-off discounts for Catalog Products will be deducted from the Contract Reference Price as set forth in Attachment 2 to this Amendment. At such time, all previous pricing programs identified in the Agreement will no longer be in effect.
- E. **Section 5. Price. Section 5.2.** Section 5.2 is hereby deleted in its entirety and will not be replaced.
- F. **Attachment "Q". Incremental Growth Incentive Program, Attachment "S". Exclusive Brands Incentive.** These Incentive Programs will expire December 31, 2017, and amounts earned, if any, will be paid in accordance with the terms of those Attachments.

G. **Attachment "U". Guaranteed Cost Savings Program and Attachment U-1.** The Cost Savings Program will expire on December 31, 2017.

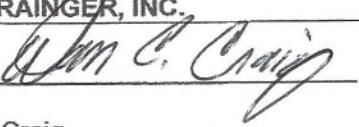
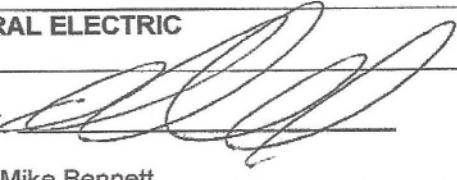
H. **Attachment 3 and Attachment 3A. GE Site Incremental Purchase Growth Incentive Program/Target Cost Savings.** The terms and conditions for the GE Site Level Incremental Purchase Growth Program/Target Cost Savings as set forth in Attachment 3 and Attachment 3A, is hereby incorporated into the Agreement.

I. **Cost Savings Resource.** During the 2018 Period, Grainger agrees to dedicate resources equivalent to a full-time employee to work with GE as a Cost Savings Specialist, including providing GE with a monthly cost savings report across all GE sites and Businesses. This report will outline savings in the following categories: Year over Year average price savings for exact match repeat purchases, Year over Year average price savings for substitutions/replacements, usage reduction savings and other approved productivity savings. In addition, GE will be part of a pilot for Grainger's Documented Value Program.

Unless otherwise expressly defined herein, all capitalized terms used in this Amendment shall have the meanings ascribed to them in the Agreement.

The Agreement remains in full force and effect except as expressly amended hereby to give effect to this Amendment.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment on the date set forth below, to be effective as of the Effective Date.

GRAINGER INDUSTRIAL SUPPLY A DIVISION OF W.W. GRAINGER, INC.	GENERAL ELECTRIC
Signed:  Name: <u>Dan Craig</u> Title: <u>Strategic Accounts Executive</u> Date: <u>10/30/17</u>	Signed:  Name: <u>Mike Bennett</u> Title: <u>Global Commodity Leader</u> Date: <u>10/30/17</u>

**EXHIBITS ATTACHED:**

Attachment 1: Baker Hughes Oilfield Operations LLC Locations

Attachment 2: Pricing

Attachment 3: GE Site Incremental Purchase Growth Incentive Program

Attachment 3A: Target Cost Savings Program

**ATTACHMENT 1**  
**Baker Hughes Oilfield Operations LLC Locations**



Baker Hughes Oilfield  
Operations Locations.c

**Attachment 2**  
**Pricing**

**1. Pricing based upon percentage-off discounts/Contract Reference Price.** Grainger will no longer compute percentage-off discounts off of the Grainger "list" price previously set forth on Grainger's Website, Grainger's Catalog or any other electronic or published media, and all references to "list" price are superseded by this Amendment. Within five (5) business days after the Effective Date, all percentage-off discounts for Catalog Products shall be deducted from the Contract Reference Price in effect at the time the Catalog Product is purchased by GE from Grainger. Current Contract Reference Prices for Catalog Products shall be available to GE via GE's punch out or when GE logs into its account on Grainger's Website.

**2. Customer Specific Pricing.** The terms and conditions related to CSP (which are net prices and not percentage-off discounts) for Catalog Products remain in place and are unchanged by this Amendment.

**3. Base Discount.**

- (i) GE is provided a discount of seven percent (7%) ("Base Discount") off of the Contract Reference Price.
- (ii) Prices and discounts are applicable to GE's United States locations authorized to purchase under this Agreement, excluding United States territories. Export pricing may vary.
- (iii) In all cases, the Contract Reference Price in effect at the time of purchase will be the price from which any discounts are calculated. Grainger reserves the right to correct errors or omissions in Catalog Product descriptions or pricing at any time without notice.

**4. Category Discounts.**

- (i) The Category Discount Program offers GE category pricing discounts for Catalog Products in a certain category ("Category Discounts"), as set forth in the table below. Category Discounts will be applied to the Contract Reference Price.
- (ii) Category Discounts are subject to the following:

Category Discounts will not apply to: (a) Catalog Products receiving Customer Specific Pricing; (b) Sourced Products; (c) items in any other discount programs; (d) promotional, lot, and commodity items, or (e) special pricing programs offered for certain Catalog Products from time to time.
- (iii) If, after applying the discount in the following table, the price of an individual Catalog Product is below Grainger's cost, Grainger reserves the right to reduce the Category Discount for that Catalog Product. In such event, the discount will be no less than seven percent (7%) off of the Contract Reference Price. If at any time a Catalog Product is discontinued for any reason, such Catalog Product will be removed from the Category Discount Program.
- (iv) Grainger reserves the right, in its sole discretion, to determine the appropriate category for a particular Catalog Product and to reassign Catalog Products to different or new categories at any time. Upon request, Grainger will provide to GE

general information related to category alignment for the various categories set forth below:

CATEGORY	DISCOUNT
Abrasives	10%
Cleaning	20%
Electrical	15%
Fasteners	20%
Fleet and Vehicle Maintenance	10%
Hand Tools	10%
HVAC: Other	15%
HVAC: Filters	20%
Lighting	15%
Lubrication	10%
Machining	10%
Material Handling	10%
Motors	15%
Plumbing: Other	10%
Plumbing: Pipes, Valves and Fittings	15%
Welding	10%
Safety	10%
Safety: Footwear	23%

- (v) In all cases, the Contract Reference Price in effect at the time of purchase will be the price from which any discounts are calculated. Grainger reserves the right to correct errors or omissions in Catalog Product descriptions or pricing at any time without notice.

**Attachment 3**  
**GE U.S. Site (“GE Site”) Incremental Purchase Growth Incentive Program**  
**2018 Period**

**All GE Sites choosing to participate in this Program must sign up no later than February 28, 2018 (“Sign-Up Period”).**

**Confirmation of participation in this Program must be in the form of an email response to the Grainger Strategic Account Executive’s email offer stating the Program details during the Sign-Up Period.**

1. The GE Site Purchase Growth Incentive (the “Incentive”) described in this Attachment 3 will be paid to each participating GE Site (as defined below) *provided that* the requirements set forth in Section 4 below are met during the 2018 Period.
2. The term “GE Site” may be one individual or grouping of account numbers based on specific GE locations.
3. The term “Baseline Purchases” means the GE Site’s Total Purchases from the period beginning January 1, 2017 and ending December 31, 2017.
4. Grainger will pay an Incentive of ten percent (10%) to each GE Site based upon the incremental growth of the Total Purchases\* during the 2018 Period compared to the Baseline Purchases for the specific GE Site *provided that* all the following requirements are met:
  - a. Identify Grainger to its GE Site procurement team as Primary MRO Supplier.
  - b. Achieve minimum growth of \$35,000 in Total Purchases over Baseline Purchases.
  - c. Provide to Grainger a list of GE Site contacts for key functional areas provided by Grainger.
  - d. Allow and participate in at least 2 business reviews with the GE Site Key Contacts during the 2018 Period.
  - e. Provide access badges for appropriate Grainger employees.

*\*For purposes of this Attachment 3, orders for Sourced Products of \$100,000 or more will not be included as Total Purchases.*

5. To the extent an Incentive has been earned by any GE Site in accordance with this Attachment 3, within sixty (60) days after the end of the 2018 Period, Grainger will calculate the Incentive report and furnish each GE Site a check or may elect an EFT (Electronic Funds Transfer) in the amount of the Incentive earned.
6. To the extent that the GE Site’s outstanding accounts payable which are undisputed to Grainger are thirty (30) days past due, Grainger reserves the right to withhold from the Incentive payment an amount equal to the undisputed portion over thirty (30) days past due until such amounts are brought current by the GE Site. Any remaining balance of the Incentive will be sent to the GE Site described in Section 5 above. In such event, Grainger will send the GE Site a statement detailing outstanding balances and credits made towards its account.
7. The GE Site may also participate in the Targeted Cost Savings Program, as set forth in Attachment 3A.

**Attachment 3A**  
**Target Cost Savings Program**

**A. Target Cost Savings Program**

GE ("Buyer") and Grainger ("Seller") will work together to reduce Buyer's total MRO cost ("Cost Savings") by implementing a target cost savings program ("Target Cost Savings Program"). Seller will target the total cost of ownership savings that Buyer will experience during the 2018 Period as five percent (5%) ("Target Cost Savings Goal") based upon the total annual purchases of products made by Buyer from Seller against the baseline measurement (defined below).

Seller's commitment to meet the Target Cost Savings (defined below) is based upon Buyer's agreement to comply with the following conditions:

**B. Conditions of Target Cost Savings**

- 1) **Measurements:** Target Cost Savings is defined as a fixed percentage of Buyer's purchases during the 2018 Period. Baselines will be established and mutually agreed upon between the parties to define Buyer's current state. Actual achieved cost savings ("Actual Cost Savings") will be measured against the baselines to determine achievement against the Target Cost Savings.
- 2) **Locations:** All GE locations.
- 3) **Presentation of Actual Cost Savings:** Seller shall submit written proposals to Buyer sites that set forth Seller's recommendations for implementation of Cost Savings projects. The proposals shall describe each Cost Savings project in detail along with a business analysis of the potential for savings. Buyer shall notify Seller as to whether Seller's proposal is accepted, modified, placed in the parking lot or rejected in its entirety, and if accepted or modified, with what amount of potential Cost Savings Seller will be credited. If the Buyer site modifies or rejects the proposal, it shall set forth its reasons therefore. Further, if the Buyer site decides to implement the Cost Savings project, it shall notify Seller on the date that the project is implemented and subsequently notify Seller upon determination of the actual Cost Savings on the date such actual savings are calculated. Seller will not receive credit for projects that are not implemented.
- 4) **Cost Savings Types:** Cost savings opportunities will be an aggregate of, year over year price savings for exact match products, year over year savings for approved substitutions or replacements, approved usage savings reductions and other approved productivity savings.
- 5) **Monitor Results:** Buyer and Seller will hold quarterly review meetings during the term of the Agreement. Seller will provide all documentation required to report Target Cost Savings Program performance.
- 6) Seller will not be deemed in breach of the Agreement if the Target Cost Savings Goals are not achieved in total or in part during the 2018 Period.



FOR THE ONES WHO GET IT DONE

**AMENDMENT NUMBER FOURTEEN  
TO THE MAINTENANCE, REPAIR, AND OPERATIONS SUPPLY AGREEMENT  
DATED JUNE 1, 2010  
BY AND BETWEEN  
GENERAL ELECTRIC  
AND  
GRAINGER INDUSTRIAL SUPPLY, A DIVISION OF W.W. GRAINGER, INC.**

This Amendment Number Fourteen ("Amendment") dated January 1, 2016 ("Effective Date") is by and between General Electric ("GE") and Grainger Industrial Supply, a division of W.W. Grainger, Inc. with general business offices located at 100 Grainger Pkwy, Lake Forest, IL 60045 ("Grainger").

WHEREAS, GE and Grainger executed that certain Maintenance, Repair, and Operations Materials Supply Agreement dated June 1, 2010, amended through Amendment Number One dated June 1, 2011; Amendment Number Two dated July 1, 2011; Amendment Number Three dated October 1, 2011; Amendment Number Four dated January 1, 2012; Amendment Five dated April 1, 2012; Amendment Six dated April 1, 2013; Amendment Seven dated July 1, 2013; Amendment Eight dated September 1, 2013; Amendment Nine dated November 1, 2013; Amendment Ten dated February 1, 2014; Amendment Eleven dated May 1, 2014; Amendment Twelve dated June 1, 2014, and Amendment Thirteen dated September 12, 2014 (collectively the "Agreement"); and

WHEREAS, Buyer and Seller now desire to amend the Agreement.

NOW THEREFORE, in exchange for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. Buyer United States Sites**

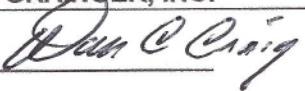
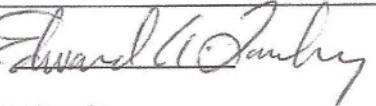
Buyer's wholly owned subsidiaries and affiliates for its Alstom acquisition are hereby added to **Exhibit C**. Prices and discounts are applicable to Buyer's United States and Puerto Rico locations authorized to purchase under this Agreement, excluding any other United States territories. Export pricing may vary. Pricing for locations in Puerto Rico are subject to an up charge, which covers excise taxes, handling and other related charges.

- 2. Attachment "T" Category Discount Program.** The current Category Program is hereby deleted and replaced with **Attachment V** hereto to include a Safety Shoe Category.
- 3. Exhibit W, Incremental Percent Purchase Growth Incentive Program for Safety Shoe Category, as attached to this Amendment is hereby incorporated into the Agreement.**
- 4. Section 9, Reporting.** The following will be added to this section: Grainger will provide monthly reporting of all sales of Safety Shoes by site location and GE business unit.

Unless otherwise expressly defined herein, all capitalized terms used in this Amendment shall have the meanings ascribed to them in the Agreement.

The Agreement remains in full force and effect except as expressly amended hereby to give effect to this Amendment.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment on the date set forth below, to be effective as of the Effective Date.

GRAINGER INDUSTRIAL SUPPLY A DIVISION OF W.W. GRAINGER, INC.	GENERAL ELECTRIC
Signed:  Name: <u>Dan Craig</u> Title: <u>Strategic Accounts Executive</u> Date: <u>2-12-2016</u>	Signed:  Name: <u>Ed Landry</u> Title: <u>Global Operations - Sourcing</u> Date: <u>2-11-2016</u>

**EXHIBITS ATTACHED:**

Exhibit C: Buyers Alstom Locations  
Attachment V: Category Discount Program  
Exhibit W: Incremental Percent Purchase Growth Incentive Safety Shoe Category

**EXHIBIT C**  
**Buyer's Alstom Locations**

Account Name	Address	City	Region	Zip Code
APCOM	144 PROFESSIONAL DR	CABOT	AR	72023-8673
ALSTOM GRID INC	23040 N 11TH AVE, STE 100	PHOENIX	AZ	85027
ALSTOM POWER 826430647	1760 WEST SKYLINE ROAD	MC KITTRICK	CA	93251-0000
AP COM POWER	HWY 1 DOLAN RD	MOSS LANDING	CA	95039-0000
ALSTOM POWER	17752 SKYPARK BLVD	IRVINE	CA	92614-6419
ALSTOM HYDRO	7901 SOUTHPARK PLZ, STE 110	LITTLETON	CO	80120
ALSTOM POWER INC	11551 E 45TH AVE	DENVER	CO	80239
APCOM POWER	1260 W BYERS PL	DENVER	CO	80223
APCOMPOWER JOBSITE DENVER	1260 W BYERS PL	DENVER	CO	80223
ALSTOM POWER	BITTERBRUSH LN	FORT COLLINS	CO	80526-3519
APCOMPOWER INC	LIME RD	PUEBLO	CO	81006-2101
ALSTOM POWER	453 E WONDERVIEW AVE	ESTES PARK	CO	80517-9647
ALSTOM POWER INC	175 ADDISON RD	WINDSOR	CT	06095
ALSTOM POWER INC	200 GREAT POND DR	WINDSOR	CT	06095
ALSTOM	2000 DAY HILL RD	WINDSOR	CT	06095
ALSTOM POWER INC	ALEXANDER PKWY	DAYVILLE	CT	06241-1134
ALSTOM POWER	PROSPECT HILL RD	WINDSOR	CT	06095-1570
ALSTOM POWER PLANT LAB	2000 DAY HILL RD 3B	WINDSOR	CT	06095-1564
APCOMPOWER INC	399 LAKE RD	DAYVILLE	CT	06241-1509
ALSTOM POWER- EMPLOYEE PURCHASES	GREAT POND DR	WINDSOR	CT	06095-1564
POWER SYSTEMS LLC	1440 W INDIANTOWN RD, STE 200	JUPITER	FL	33458
ALSTOM GRID INC	601 TOWNSEND RD	COCOA	FL	32926
ALSTOM POWER INC	4140 MONTEIGNE DR	PENSACOLA	FL	32504-4402
ALSTOM POWER INC	355 SATELLITE BLVD NE #600	SUWANEE	GA	30024
APCOM POWER INC	355 SATELLITE BLVD NE STE 500	SUWANEE	GA	30024
ALSTOM GRID INC	1 RITZ AVE	WAYNESBORO	GA	30830
ALSTOM POWER	1900 THE EXCHANG 675	ATLANTA	GA	30339-0000
ALSTOM POWER INC	91-111 KALAELOA BLVD	KAPELEI	HI	96707
ALSTOM POWER AIR	4525 WEAVER PKWY, STE 250	WARRENVILLE	IL	60555
ALSTOM POWER	510 JUNCTION ST	DANVILLE	IL	61832
ALSTOM TRANSPORTATION	4524 OAKTON ST	SKOKIE	IL	60076
ALSTOM POWER INC	2009 E VOORHEES	DANVILLE	IL	61834-6242
ALSTOM POWER ALSTOM ENERGY SYSTEM	11313 SMITH DR	HUNTLEY	IL	60142-9602
APCOMPOWER INC	2401 THOMAS RD	VALPARAISO	IN	46383-1656
ALSTOM POWER AIR PREHEATER	9898 PFLUMM RD	LENEXA	KS	66215
APCOMPOWER INC	1830 E 6TH ST	CONCORDIA	KS	66901
APCOMPOWER INC	9898 PFLUMM RD	SHAWNEEMISSION	KS	66215

APCOMPOWER INC	425 N MAIN ST	ROSSVILLE	KS	66533-9803
APCOMPOWER INC	1325 DONALDSON HWY, STE 22B	ERLANGER	KY	41018
ALSTOM POWER INC	1500 JAMIKE AVE	ERLANGER	KY	41018
ALSTOM POWER	1500 JAMIKE AVE	ERLANGER	KY	41018-4002
APCOMPOWER INC	JAMIKE AVE	ERLANGER	KY	41018-4002
APCOMPOWER INC	1301 W 2ND ST	MAYSVILLE	KY	41056-9716
ALSTOM POWER	MILITARY HWY	PINEVILLE	LA	71360-4339
APCOM POWER INC	190 CARANDO DR STE 4	SPRINGFIELD	MA	01104
ALSTOM POWER	155 MAPLE ST	BELLINGHAM	MA	02019-3018
BELLINGHAM	HILL ST	FARMINGTON	ME	04938-6453
ALSTOM POWER	14 CHURCH HILL CIRCLE	COLUMBIA FALLS	ME	04623-0000
ALSTOM POWER INC	100 E PROGRESS PLACE	MIDLAND	MI	48640-8900
ALSTOM	925 W SAVIDGE ST	SPRING LAKE	MI	49456-1697
ADAM AND DANIELSON WIND FARM	250 ASTRO BLVD E	COSMOS	MN	56228-0000
ALSTOM POWER	4225 WHITE BEAR PKWY	SAINT PAUL	MN	55110-3397
ALSTOM POWER	STATE ROUTE 45 N	WESTON	MO	64098-8902
ALSTOM POWER	1755 S BATTLEGROUND	KINGS MOUNTAIN	NC	28086-9237
ALSTOM	HWY 200 GARRISN PWR	RIVERDALE	ND	58565-0000
ALSTOM ALSTOM TRANSPORTATION	500 W KANSAS ST	ALLIANCE	NE	69301-4041
ALSTOM	50 TICE BLVD	WOODCLIFF LAKE	NJ	07677
APCOM SYSTEMS	730 E STILLWATER AVE	FALLON	NV	89406-4069
ALSTOM AIR PREHEATER CO	3225 ROUTE 417	WELLSVILLE	NY	14895
ALSTOM	1434 SUTTER AVE	BROOKLYN	NY	11208
ALSTOM GRID INC	130 3RD ST NW	CANTON	OH	44702
ALSTOM POWER	3612 KENDALL AVE	CINCINNATI	OH	45208-1111
ALSTOM POWER	N TRIPLE XXX RD	LUTHER	OK	73054-9740
APCOM	2360 NW MARINE DR	TROUTDALE	OR	97060
APCOMPOWER JOBSITE PORTLAND	2360 NW MARINE DR	TROUTDALE	OR	97060
ALSTOM POWER	7253 GRAYSON ROAD	HARRISBURG	PA	17111
ALSTOM GRID INC	1 POWER LN	CHARLEROI	PA	15022
ALSTOM POWER	980 BROAD ST STE 1	GREENSBURG CHESTER SPRINGS	PA	15601
ALSTOM POWER	SENN DR	PA	19425-9539	
ALSTOM ASC	701 TECHNOLOGY DRIVE	CANONSBURG	PA	15317-9587
ALSTOM ENERGY SYS	1550 LEHIGH DR	EASTON	PA	18042-6283
ALSTOM GRID INC/BMS ALSTOM TRANS PENN COACH	POWER LN	CHARLEROI	PA	15022-1082
	30TH & RACE STREET	PHILADELPHIA CHESTER SPRINGS	PA	19104-0000
APCOMPOWER	SENN DR	PA	19425-9539	
ALSTOM/CONNECTIVE	2254 APPLEBUTTER RD	BETHLEHEM	PA	18015-6000
ALSTOM POWER	600 W GERMANTOWN PK	Plymouth Meeting	PA	19462-1046
ALSTOM POWER R M	ROAD 2 KM 73.5 BARRIO ISLOTE	ARECIBO	PR	00612

ALSTOM CARIBE INC	ZONA PORTUARIA	PUERTO NUEVO	PR	00920
ALSTOM POWER ALSTOM CHATT BOILER	RD2 KM73-5 INT PASAJ 1119 RIVERFRONT PKWY BAY 41S	ARECIBO CHATTANOOGA	PR TN	00612-0000 37402
APCOM INC ALSTOM POWER AFTERMARKET ALSTOM POWER ENVIRONMENTAL SYSTEM	1010 VOLUNTEER DRIVE 1409 CENTERPOINT BLVD	COOKEVILLE KNOXVILLE	TN	38506 37932
ALSTOM POWER TURBOMACHINES LLC	1409 CENTERPOINT BLVD 1201 RIVERFRONT PKWY	KNOXVILLE CHATTANOOGA	TN	37932 37402
ALSTOM POWER ALTERNATIVE ACTIONS INC H & H BROWN/ON SITE CONTRACTOR	1119 RIVERFRONT PKWY 119 RIVERFRONT PKWY BAY 41S 1119 RIVERFRONT PKWY	CHATTANOOGA CHATTANOOGA CHATTANOOGA	TN	37402 37402 37402-2106
ALSTOM POWER INC ALSTOM POWER INC/TVA FOSSIL	CENTERPOINT BLVD 815 CUMBERLAND CITY RD	KNOXVILLE CUMBERLAND CITY	TN	37932-1962 37050-4119
ALSTOM POWER	10293 COUNTY ROAD 2213 1601 FRANCES HARRIS LN BLDG 3A	TYLER	TX	75707
ALSTOM POWER	9404 ZAKA RD	SAN MARCOS	TX	78666
ALSTOM POWER INC ALSTOM POWER INC AMA NAC ASSEM FAC	1915 BENCHMARK ST	HOUSTON	TX	77064
APCOM POWER INC	2029 CAPITAL DR STE 500	AMARILLO	TX	79108
APCOM POWER INC	N LAKESIDE DR	TYLER	TX	75701-8477
ALSTOM POWER	4601 BROOKHOLLOW DR	AMARILLO	TX	79108-5725
ALSTOM POWER	1101 PLEASANTVILLE DR	MIDLOTHIAN	TX	76065-5359
ALSTOM POWER	10293 COUNTY ROAD 2213	SAN MARCOS	TX	77029-3231
ALSTOM POWER	F M 277 9 MI S W OF	TYLER	TX	75707-5407
ALSTOM POWER ALSTOM POWER BLANKET ORDERS	1200 WILLIS RD	MOUNT PLEASANT NORTH	TX	75455-0000
ALSTOM POWER	2800 WATERFORD LAKE DR	CHESTERFIELD	VA	23237
ALSTOM GRID POWER	1801 WILLIS RD	MIDLOTHIAN NORTH	VA	23112
ALSTOM POWER	500 COXENDALE RD	CHESTERFIELD	VA	23237
ALSTOM POWER ALSTOM GRID POWER/BMS ALSTOM POWER TURBINE GENRTR	WILLIS RD WILLIS RD BURGE AVE	CHESTER NORTH CHESTERFIELD NORTH CHESTERFIELD NORTH	VA	23836-2461 23237-2902 23237-2902 23237-3034
ALSTOM GRID INC	10865 WILLOWS RD NE	REDMOND	WA	98052
ALSTOM POWER	14353 HIGHWAY 243	BEVERLY	WA	99321
ALSTOM POWER INC	8310 TECHNOLOGY DR	SCHOFIELD	WI	54476

**ATTACHMENT V**  
**Category Discount Program**

**Category Discount Program.** This Program offers GE category pricing discounts for certain category products ("Category Discounts"), as set forth below:

The following table represents the proposed percentage Category Discount for each Product category for Contract Year One, and any other Contract Year during the term of the Agreement when GE's Total Purchases for the previous Contract Year are less than \$70,000,000. The term "Contract Year" means a period of twelve (12) consecutive months within the term of this Agreement, with the first Contract Year commencing on **January 1, 2016**, and subsequent Contract Years commencing on the anniversaries thereof.

Category Discounts will be applied to the [www.grainger.com](http://www.grainger.com) "each" price at the time of purchase, subject to the following exceptions:

1. Category Discounts do not apply to:
  - (i) (a) Products in the Air Filters Program, Tools Program, Cleaning Supplies Program, Motors Program, Electrical Contractors Program, HVAC Contractors Program and Customer Specific Pricing Program items; and (b) Sourced Products; or
  - (ii) Promotional, lot, and commodity items, or special pricing programs offered for certain Products from time-to-time.
2. If, after applying the discount in the table below, the price of an individual product is below Grainger's cost, Grainger reserves the right to reduce the Category Discount for that product. In such event, the discount will be no less than twelve percent (12%) off of the then current Grainger's Catalog price, as published in Grainger's website, [www.grainger.com](http://www.grainger.com).
3. Grainger reserves the right, in its sole discretion, to determine the appropriate category for a particular Product. Upon request, Grainger will provide to GE general information related to category alignment for the various categories set forth below.

**CATEGORY DISCOUNTS FOR CONTRACT YEAR ONE AND ANY OTHER CONTRACT YEAR DURING THE TERM OF THE AGREEMENT WHEN GE'S TOTAL PURCHASES FOR THE PREVIOUS CONTRACT YEAR ARE LESS THAN \$70,000,000:**

CATEGORY	DISCOUNTS
Material Handling	15%
Cleaning	15%
Electrical	15%
Safety	15%
Hand Tools	15%
Safety Shoes	35%

Adjustments for Product to category alignment and pricing will be applied three times yearly, if needed, on January 1st, May 1st and Aug 1st ("Adjustment Dates"). New products added to Grainger's Catalog between adjustments will receive a 12% discount until the next Adjustment Date.

At the end of each Contract Year, Grainger will calculate the amount of GE's Total Purchases. For purposes of this Attachment V, The term "Total Purchases" means the net invoice price of the purchased Products, less freight, taxes, returned Products and credits.

At the end of Contract Year One and each subsequent Contract Year during the term of the Agreement, *provided that* GE's Total Purchases are \$70,000,000 or more, Grainger will increase the Category Discount to the corresponding percentage for Products in each Category for the duration of the following Contract Year.

CATEGORY	Total Purchases between \$70,000,000 and \$79,999,999	Total Purchases >= \$80,000,000
Material Handling	15%	20%
Cleaning	20%	25%
Electrical	20%	25%
Safety	20%	25%
Hand Tools	20%	20%
Safety Shoes	35%	35%

**EXHIBIT W**  
**Incremental Purchase Growth Incentive Program for Safety Shoes**  
**General Electric – Incentive 1/1/2016 through 5/31/2020**

1. Provided Buyer achieves the Dollar Growth Threshold for the Safety Shoe Category set forth in the table in Section 4 below, Seller will provide a purchase growth incentive to Buyer to be paid annually ("Incentive") for each Contract Year, based upon such Dollar Growth in the Safety Shoe Category and the corresponding Incentive percentage. The term "Contract Year" means a period of twelve (12) consecutive months within the term of this Agreement, with the first Contract Year commencing on 1/1/2016, and subsequent Contract Years commencing on the anniversaries thereof.
2. The term "Total Purchases" means the net invoice price of the purchased Product, less freight, taxes, returned Products and credits. Total Purchases shall include those purchases made by Buyer's participating United States Locations listed on Exhibit C during each Contract Year.
3. The Incentive will be available provided Buyer's Total Purchases for the Safety Shoe Category for the most recent Contract Year exceed the minimum dollar growth threshold listed in Section 4 below for the respective Contract Year.
4. The Incentive will apply to Buyer's Total Purchases in the Safety Shoe Category based upon the "Minimum Purchases Safety Shoe Category" achieved and corresponding "Incentive Payout %" set forth as follows:

<b>Start Date</b>	<b>End Date</b>	<b>Minimum Purchases Safety Shoe Category</b>	<b>Incentive Payout %</b>
01/01/2016	12/31/2016	\$1,000,000.00	5%
01/01/2017	12/31/2017	\$1,500,000.00	5%
01/01/2018	12/31/2018	\$2,000,000.00	5%
01/01/2019	12/31/2019	\$2,500,000.00	5%
01/01/2020	05/31/2020 coincides with expiration of current contract	\$1,500,000.00 (prorated for 5 months)	5%

**EXAMPLES**

At the end of each "End Date" as defined in the table in Exhibit W. Grainger will total the Safety shoe spend for all GE Business units. If Ge's safety shoe spend has exceeded the minimum commitment needed for that year as defined in the Exhibit W table. Grainger will pay GE a 5% payment on that total spend.

**Example 1:**

Year 1- 1/1/2016 – 12/31/2016 GE Safety Shoe spend is \$1,200,000.

Result- Grainger would pay GE 5% of \$1,200,000 or \$60,000 because they met the \$1,000,000 volume commitment in year 1

**Example 2:**

Year 1- 1/1/2016 – 12/31/2016 GE Safety Shoe spend is \$1,500,000.

Result- Grainger would pay GE 5% of \$1,500,000 or \$75,000 because they met the \$1,000,000 volume commitment in year 1

**Example 3:**

Year 2- 1/1/2017 – 12/31/2017 GE Safety Shoe spend is \$1,200,000.

Result- No incentive paid. GE did not meet the \$1,500,000.00 volume commitment.

5. To the extent an Incentive has been earned, within forty-five (45) days after the end of a Contract Year, Seller will calculate the Incentive and furnish Buyer at **3200 Wildwood Parkway, 11-02A-03, Atlanta, GA 30339 US**, a check in the amount of the Incentive. Seller will also furnish Buyer a statement reflecting Total Purchases made during the applicable Contract Year, including participating Location totals.
6. To the extent that GE's outstanding accounts payable which are undisputed to Grainger are thirty (30) days past due, Grainger reserves the right to withhold an amount equal to the undisputed portion over thirty (30) days past due until such amounts are brought current by GE. Any remaining balance of the Incentive will be sent to GE as described in section E of Attachment R. In such event, Grainger will send GE a statement detailing outstanding balances and credits toward their account.

**AMENDMENT NUMBER 13**  
**TO MAINTENANCE, REPAIR, AND OPERATIONS MATERIALS SUPPLY AGREEMENT**  
**DATED JUNE 1, 2010**  
**BY AND BETWEEN**  
**GENERAL ELECTRIC COMPANY AND**  
**GRAINGER INDUSTRIAL SUPPLY, A DIVISION OF W.W. GRAINGER, INC.**

This Amendment Number Thirteen ("Amendment") dated **September 12, 2014** is by and between General Electric Company ("GE") and Grainger Industrial Supply, a division of W.W. Grainger, Inc. ("Grainger").

**WITNESSETH:**

WHEREAS, GE and Grainger executed that certain Maintenance, Repair, and Operations Materials Supply Agreement dated June 1, 2010, amended through Amendment Number One dated June 1, 2011; Amendment Number Two dated July 1, 2011; Amendment Number Three dated October 1, 2011; Amendment Number Four dated January 1, 2012; Amendment Five dated April 1, 2012; Amendment Six dated April 1, 2013; Amendment Seven dated July 1, 2013; Amendment Eight dated September 1, 2013; Amendment Nine dated November 1, 2013; Amendment Ten dated February 1, 2014; Amendment Eleven dated May 1, 2014; and Amendment Twelve dated June 1, 2014 (collectively the "Agreement"); and

WHEREAS, GE and Grainger reserved to themselves the right to amend the Agreement;

WHEREAS, GE and Grainger now desire to amend the Agreement:

NOW THEREFORE, in exchange for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. ATTACHMENT R. CONVERSION INCENTIVE PROGRAM. Section D.** This Section D of ATTACHEMENT R is hereby deleted in its entirety and replaced with the following:

*"D. The term "Monthly Baseline Purchase" means GE's Total Purchases for each month beginning June 1, 2013, which is set forth in the chart below. The Monthly Baseline Purchase chart below does not include purchases from NBC and Universal Studios. The Monthly Conversion Incentive will be available during the Conversion Payment Period provided that GE's Total Purchases for any month during the Conversion Payment Period are greater than the Monthly Baseline Purchase amount. Purchases that are part of a one-time project equal to or greater than \$500,000 in 2014 will be excluded from the Monthly Baseline Purchases calculation. For the avoidance of doubt, the Monthly Baseline Purchase amount will be recalculated when future GE locations (including acquisitions) are added to this Agreement, or divestures from GE are removed from this Agreement, and such entities are added or deleted from the list of Participating Locations in Exhibit B. The Monthly Baseline Purchase amounts are set forth below:*

**MONTHLY BASELINE PURCHASE CHART**

Month/Year	Monthly Baseline Purchase Amount
6/1/2013 - 6/30/2013	\$3,420,726.17
7/1/2013 - 7/31/2013	\$3,625,739.82
8/1/2013 - 8/31/2013	\$3,842,965.84
9/1/2013 - 9/30/2013	\$3,417,026.99
10/1/2013 - 10/31/2013	\$4,285,130.37
11/1/2013 - 11/30/2013	\$3,262,562.46
12/1/2013 - 12/31/2013	\$3,809,805.27
1/1/2014 - 1/31/2014	\$3,842,799.78
2/1/2014 - 2/28/2014	\$3,684,743.79
3/1/2014 - 3/31/2014	\$4,115,238.81
4/1/2014 - 4/30/2014*	\$4,230,612.16
5/1/2014 - 5/31/2014*	\$3,730,221.59
6/1/2014 - 6/30/2014*	TBD
7/1/2014 - 7/31/2014*	TBD
8/1/2014 - 8/31/2014*	TBD
9/1/2014 - 9/30/2014*	TBD
10/1/2014 - 10/31/2014*	TBD
11/1/2014 - 11/30/2014*	TBD

\*The Monthly Baseline Purchase Amount will be provided by Grainger to GE within forty-five (45) days after the end of the month."

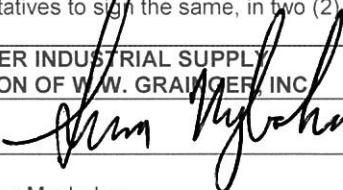
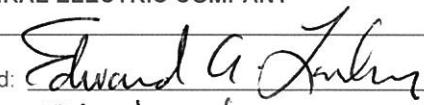
2. **ATTACHMENT U. COST SAVINGS PROGRAM. Section B.1.** This Section B.1. of ATTACHEMENT U is hereby deleted in its entirety and replaced with the following:

"1. Measurements: Guaranteed Cost Savings is defined as a fixed percentage of GE's purchases within each of the foregoing Contract Years at All Sites (individually, an "In-Scope Location"). Baselines, which may include costs which are developed from a sample of cost or activity based models from sites, will be established and mutually agreed upon between the parties to define GE's current state. If the last price paid for an item ("Last Price Paid") or budgeted by GE for spot buys only is not available, then such sales will be excluded from the Guaranteed Cost Savings Goal for that Contract Year. Actual achieved cost savings ("Actual Cost Savings") will be measured against the baselines to determine achievement against the Guaranteed Cost Savings. Grainger will perform ten (10) to fifteen (15) site assessments for GE sites at locations mutually agreed upon between Grainger and GE, which can be modeled and profiled for other GE locations. At Grainger's option, subject to GE's approval (not to be unreasonably withheld), it will be entitled to conduct additional site assessments at GE locations of its choosing."

3. **ATTACHMENT U-1.** The current Exhibit U-1 is hereby deleted and replaced hereto with the following Exhibit U-1 as of the effective date of this Amendment.

The Agreement remains in full force and effect except as expressly amended hereby to give effect to this Amendment.

IN WITNESS WHEREOF, the parties hereto have signed Amendment, or have caused their duly authorized representatives to sign the same, in two (2) original counterparts, as of the date first above written.

GRAINGER INDUSTRIAL SUPPLY A DIVISION OF W.W. GRAINGER, INC.	GENERAL ELECTRIC COMPANY
Signed: 	Signed: 
Name: <u>Sue Meybohm</u>	Name: <u>Ed Landry</u>
Title: <u>Senior Corporate Sales Manager</u>	Title: <u>Corporate Sourcing Leader</u>
Date: <u>Sept 10, 2014</u>	Date: <u>Sept. 16, 2014</u>

**ATTACHMENT U-1  
TEMPLATE  
TO BE USED FOR ALL GE BUSINESS UNITS LOCATED IN THE UNITED STATES**

**MAINTENANCE, REPAIR AND OPERATIONS MATERIALS**

**SUPPLY AGREEMENT**

**COMMITTED SITE**

**SCOPE OF WORK**

**BETWEEN**

GE SITE \_\_\_\_\_ [INSERT NAME]

OF THE

GE BUSINESS UNIT \_\_\_\_\_ [INSERT NAME]

AND

**GRAINGER INDUSTRIAL SUPPLY, A DIVISION OF W.W. GRAINGER, INC.**

This Scope of Work (this "Scope of Work" or "SOW"), dated as of \_\_\_\_\_ (the "Effective Date"), is made by and between General Electric Company, acting through GE SITE [INSERT NAME], with a place of business at [INSERT ADDRESS] ("GE SITE") and Grainger

Industrial Supply, a division of W.W. Grainger, Inc. ("Grainger") pursuant to the Maintenance, Repair, and Operations Materials Supply Agreement dated June 1, 2010, amended through Amendment Number One dated June 1, 2011; Amendment Number Two dated July 1, 2011; Amendment Number Three dated October 1, 2011; Amendment Number Four dated January 1, 2012; Amendment Five dated April 1, 2012; Amendment Six dated April 1, 2013; Amendment Seven dated July 1, 2013; Amendment Eight dated September 1, 2013; Amendment Nine dated November 1, 2013; Amendment Ten dated February 1, 2014; Amendment Eleven dated May 1, 2014; Amendment Twelve dated June 1, 2014 and Amendment Thirteen dated September 1, 2014 (collectively, the "Agreement"), the terms of which are incorporated herein by reference. Capitalized terms not defined in this Scope of Work shall have the meanings ascribed to them in the Agreement, including all exhibits thereto.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. Term:

Notwithstanding the date of execution by the parties hereto, the term of this SOW shall be from the Effective Date of this SOW first set forth in this document through May 31, 2020, inclusive, unless the Agreement is terminated.

B. Scope:

Scope of this SOW shall cover all the general maintenance, repair and operating ("MRO") and personal protection equipment ("PPE") items in the initial market baskets provided by GE to Grainger utilized in the GE SITE facility. Grainger may attempt to qualify substitute products where possible with GE SITE approval. Grainger shall promptly cover all these items and look for additional items to expand the general MRO and PPE operational offer. Subject to prior approval of the GE SITE, the scope of this SOW may be expanded into additional general MRO items.

For purposes of interpretation of the Guaranteed Cost Savings Goals and targets set forth herein, the parties mutually acknowledge the following anticipated baselines and expectations:

1. Previous twelve (12) month spend prior to the Effective Date of this SOW with Grainger by GE SITE is approximately \_\_\_\_\_ [to be inserted].

2. Estimated increased incremental spend for the first twelve (12) month period commencing with the Effective Date: \_\_\_\_\_ [to be inserted].
3. Estimated increased incremental spend for the second twelve (12) month period: \_\_\_\_\_ [to be inserted].
4. Grainger shall cooperate with the GE SITE to identify market basket expansion opportunities beyond these identified areas. The parties anticipate that as Grainger becomes more familiar with the site and its operations, more opportunities may be identified throughout the term of this SOW.

C. Guaranteed Cost Savings Goals:

Subject to the terms of this SOW and Attachment U, in Contract Year One, Grainger will extend the Guaranteed Cost Savings Goal of ten percent (10%) for All Sites. For Committed Sites that execute this SOW prior to the commencement of Contract Year Four, Grainger will extend: (i) the Guaranteed Cost Savings Goal of ten percent (10%) for the twenty-four (24) month period following the Effective Date of this SOW ("Additional Cost Savings Period") (if the SOW is executed within the first Contract Year, the 24 month 10%/year commitment shall start after the first Contract Year is completed); and (ii) the Guaranteed Cost Savings Goal of five percent (5%) after the expiration of Additional Cost Savings Period through the expiration of Contract Year Five. The Target Cost Savings for Contract Year 6 is five percent (5%) for All Sites.

D. Support for Guarantee Cost Savings Goal:

1. GE SITE and Grainger shall each assign a lead ("Lead") to support the productivity and program efforts of the Guaranteed Cost Savings Program for each site.
2. GE SITE Lead shall endeavor to drive implementation of the Guaranteed Cost Savings Goals as described above in section C. The GE SITE Lead shall be in charge of supporting, approving, rejecting or placing projects in the parking lot ("Parking Lot") for further consideration.

Cost Savings projects may fall into the following categories or other site specific categories:

- (a) Product / Supplier: price, cost-in-use, substitution, repair vs. replace, warranty cost reduction;
- (b) Inventory: reduction in on-hand inventory, carrying cost (e.g., 5.6%), consumption reduction through improved security, identification of obsolete spares for removal;
- (c) Process; productivity improvements due to changed or eliminated activities; and
- (d) Operational / Service: services and solutions provided by Grainger (e.g. On-site Services, emergency, training, resources (consulting, cross referencing), eCommerce.

The Grainger Lead and GE Lead will review these and any additional Cost Savings opportunities and recommendations (including, without limitation, market basket expansion) and will cooperate in good faith to include any additional Cost Savings opportunities.

E. Project Identification:

1. The GE Lead and Grainger Lead will establish a prioritized list of categories for consolidation. The GE Lead will work with the Grainger Lead to identify and approve transitions of items to functionally equivalent Products.

2. The GE SITE Lead shall assure that the proper GE resources are available to evaluate and support projects as needed, including but not limited to budget appropriations, processes, data, stakeholders and facilities.
3. The GE SITE Lead shall work with the Grainger Lead to continuously identify and approve projects that can reasonably produce at least one and one-half (1.5) times or more of the annual Guaranteed Cost Savings Goal for each twelve (12) month period of this SOW. The Grainger Lead and GE Lead will establish a baseline to include the current cost / investment, the recommended solution, estimated impact of the improvement, and the implementation plan.

If the Guaranteed Cost Savings Goal is missed due to: (i) lack of support; or (ii) the productivity value of the approved productivity projects realizing less than one and one-half (1.5) times annual Guaranteed Cost Savings Goal, there shall be an equitable reduction to the overall Guaranteed Cost Savings Goal for that site equal to the same percentage as the shortfall.

The GE SITE Lead and the Grainger Lead will meet on a quarterly basis (or more frequently, if mutually agreed upon between the parties) and review and monitor the amount of productivity projects completed and in the pre-approved pipeline to be applied towards the Guaranteed Cost Savings Goal. Grainger and the GE Lead will mutually agree on the value of each project at the approval stage to justify working on the project. At implementation, the Grainger Lead and the GE Lead will finalize that total landed project value to be counted toward the Guaranteed Cost Savings Goal.

If a productivity project was approved by GE SITE Lead and qualification was completed successfully by Grainger but the project was not implemented without a valid business reason, Grainger shall receive credit toward the Guaranteed Cost Savings Goal for the estimated productivity savings as if it were implemented. In the event either party is unsatisfied with the performance of the other party, such occurrence shall be vetted through the Internal Escalation Process per Attachment R of the Agreement.

#### F. Product Savings Calculation:

1. GE SITE shall provide the Last Price Paid for an item (or budgeted amount by GE for spot buys only). If the item was purchased in the prior twelve (12) months or lesser period from another vendor, that cost shall be deemed the Last Price Paid for purposes of calculating the baseline price ("Baseline Price") in this Section F. If the Last Price Paid (or budgeted by GE for spot buys only) is not available, such sales will be excluded buy from the Guaranteed Cost Savings Goal for that Contract Year.
2. If the Last Price Paid information set forth in Section (1) above is not provided by GE SITE, *provided that* the item was purchased by any GE US facility from Grainger during the twelve (12) month period prior to the most recent Contract Year (e.g., between June 1, 2013 and May 31, 2014 for Contract Year One), then this cost shall be deemed the Last Price Paid for purposes of the Baseline Price calculation.
3. If neither (1) nor (2) is available, the Grainger Lead and the GE Lead will mutually agree upon the initial pricing for an item. No Cost Savings will be

calculated for a first time buy without Last Price Paid information, and such items will be excluded from the Guaranteed Cost Savings Goal for that Contract Year.

4. There are two ways for Grainger to achieve credit towards meeting the Guaranteed Cost Savings Goal:

(a) Year-over-year ("Year-Over-Year") price reduction, which shall be defined as current Grainger Product price minus Last Price Paid (or budgeted by GE for spot buys) or average price of Product in prior Contract Year (if previously purchased from Grainger) multiplied by the quantity of items purchased. The Year-Over-Year price reduction shall be rolled up on a quarterly basis (or more frequently if mutually agreed upon between Grainger and the GE SITE) in the procurement tendency report by site; or

(b) The GE SITE approved and implemented projects documented on the productivity project report will be credited towards the Guaranteed Cost Savings Goal.

5. Grainger project tracking and approvals shall be monitored and reviewed with GE SITE on a quarterly basis (or more frequently if mutually agreed upon between Grainger and the GE SITE). GE SITE shall: (a) support all approved projects; or (b) disapprove (no further work by either organization); or place the project in the Parking Lot until a later date in an effort to assure commitment, support, implementation and savings calculations are agreed upon by both parties and resources are optimized. Grainger shall report savings toward the Guaranteed Cost Savings Goal each quarter to GE SITE and/or GE Business Unit and/or GE Corporate on or before the twentieth (20<sup>th</sup>) day before the quarter close. The Guaranteed Cost Savings report shall include information for the previously completed three (3) month regarding: (i) projects being implemented; (ii) hard price savings; and (iii) productivity projects completed. The parties will mutually agree on data necessary to track savings. All product substitutions shall require GE SITE approval and may require qualification prior to approvals, at GE SITE'S discretion. GE SITE will bear their costs in those qualifications if they occur at the GE SITE facility, and Grainger will bear their cost for all qualifications developed at or away from the GE SITE facility.

#### G. Dispensing Agreement:

Each site requesting vending shall sign a site specific Dispensing Agreement on Grainger's standard template.

#### H. Inventory Management:

- (a) Consumption reduction will be calculated on an initial consumption rate based upon the manufacturing volume in the prior Contract Year. For example, if usage per unit decreases by fifteen percent (15%), and manufacturing volume and production processes are unchanged, Grainger will receive a fifteen percent 15% Cost Savings allotment for that item for that Contract Year. The consumption reduction calculation will be included in the Guaranteed Cost Savings Goal, taking into consideration manufacturing and/or production process, and will reset each Contract Year during the term of the SOW.

- (b) Inventory reduction: The GE Lead and Grainger Lead will identify ways to remove or reduce current on-hand inventory. For example, if in Contract Year One an item valued at \$100 is identified as not moving in nine (9) months, if GE were able to return that item to the vendor from whom it was purchased for cash or credit, then Grainger would receive \$100 credit towards the Guaranteed Cost Savings Goal in Contract Year One. In Contract Year Two, the inventory level remains \$100 lower; therefore, Grainger receives a credit towards the Guaranteed Cost Savings Goal of \$100 \* 5.6%\* carrying cost for a total of \$5.60. \*This number is subject to change.

I. Grainger On-Site Resources:

For purposes of calculating the Guaranteed Cost Savings Goal, GE SITE and Grainger shall mutually agree upon the Grainger on-site resources ("On-Site Resources") that will be provided by Grainger to the GE SITE facility at no cost to GE SITE. GE SITE has the right of final approval for any On-Site Resources. All On-Site Resources assigned to support the GE SITE facility shall receive and comply with all environmental, health & safety ("EHS") site and mode of conduct requirements. The goal and focus of the On-Site Resources shall be to work on approved projects to and solve issues related thereto. GE SITE and Grainger shall mutually agree on the number of On-Site Resources and expected times the Grainger personnel will be at the facility. GE SITE may, in its sole discretion, apply Grainger On-Site Resources, in full or part, as a productivity project towards the Guaranteed Cost Savings Goal.

J. Productivity Cost Savings:

The GE SITE Lead and Grainger Lead will work together to identify process improvements, including but not limited to improved utilization of technology and point-of-use inventory to reduce the time necessary to complete a task. GE SITE Lead and Grainger Lead will utilize activity based modeling to define the activities targeted for improved Cost Savings, and will address the current state and future state costs.

Grainger and GE Leads will review additional cost savings opportunities and recommendations and will cooperate in good faith to identify the Cost Savings calculation.

K. Order of Precedence:

In the event of any inconsistency between the Agreement and this Scope of Work or applicable Local Enabling Agreement (LEA), the following order of precedence shall control: (a) this Scope of Work (including Attachment U) shall take precedence over any applicable LEA and the Agreement (that specifically references a provision of the Agreement or relevant LEA and only as such relates to the subject matter of this Scope of Work); and (b) any applicable LEA shall take precedence over the Agreement (pursuant to the terms of Section 3 of the Agreement, as amended by Amendment Number Twelve).

All provisions of the Agreement, which are not expressly modified by this SOW, shall remain effective and enforceable between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their respective individuals duly authorized to bind each party to the obligations hereto, as of the Effective Date of this SOW.

**GENERAL ELECTRIC COMPANY, acting through its GE SITE business unit**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GRAINGER INDUSTRIAL SUPPLY, A DIVISION OF W.W. GRAINGER, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AMENDMENT NUMBER 12**  
**TO MAINTENANCE, REPAIR, AND OPERATIONS MATERIALS SUPPLY AGREEMENT**  
**DATED JUNE 1, 2010**  
**BY AND BETWEEN**  
**GENERAL ELECTRIC COMPANY**  
**AND**  
**GRAINGER INDUSTRIAL SUPPLY, A DIVISION OF W.W. GRAINGER, INC.**

This Amendment Number Twelve ("Amendment") dated June 1, 2014 is by and between General Electric Company ("GE") and Grainger Industrial Supply, a division of W.W. Grainger, Inc. ("Grainger").

**WITNESSETH:**

WHEREAS, GE and Grainger executed that certain Maintenance, Repair, and Operations Materials Supply Agreement dated June 1, 2010, amended through Amendment Number One dated June 1, 2011; Amendment Number Two dated July 1, 2011; Amendment Number Three dated October 1, 2011; Amendment Number Four dated January 1, 2012; Amendment Five dated April 1, 2012; Amendment Six dated April 1, 2013; Amendment Seven dated July 1, 2013; Amendment Eight dated September 1, 2013; Amendment Nine dated November 1, 2013; Amendment Ten dated February 1, 2014; and Amendment Eleven dated May 1, 2014 (collectively the "Agreement"); and

WHEREAS, GE and Grainger reserved to themselves the right to amend the Agreement;

WHEREAS, GE and Grainger now desire to amend the Agreement:

NOW THEREFORE, in exchange for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Section 1. Term.** The term of the Agreement is extended for a six (6) year period, commencing June 1, 2014 through May 31, 2020 (hereinafter "Term"), subject to earlier termination as provided in Section 14 of the Agreement.
2. **Section 3. Scope and Products.** The third sentence of the first paragraph of Section 3 of the Agreement is deleted in its entirety and replaced with the following:

"GE and Grainger mutually acknowledge that the GE Facilities sites set forth in Attachment C are in scope for purposes of purchases under this Agreement and GE shall have the right, at its sole discretion, to add and remove sites at any time by notifying the Grainger Corporate Champion"

3. **Section 3. Scope and Products.** The second paragraph of Section 3 of the Agreement, which was added in Amendment 5, is deleted and replaced with the following:

"GE and Grainger may provide for the sale of MRO products in other countries by Grainger Affiliates (as defined below) to GE Business Units. The Buyer (as defined below) and the Seller (as defined below) will enter into a written local enabling agreement (hereinafter "LEA") which means a written document attached as an amendment to this Agreement which is signed by the Buyer and the Seller that identifies: (i) the Buyer and the Seller; (ii) pricing, discounts and other specific business and legal terms as may be agreed upon by the Buyer and the Seller; (iii) the locations into which the Seller will ship Products; and (iv) any exceptions to the Agreement.

The Buyers authorized to purchase under a given LEA ("Authorized Buyers") will be listed in an exhibit to the LEA. The LEA will be updated as necessary to remove or add Authorized Buyers. The rights and obligations contained in the applicable LEA(s) run solely between and are only enforceable by and against the Buyer and the Seller identified in the LEA(s). It is acknowledged and agreed that neither Grainger nor GE, nor the Buyer or the Seller identified in another LEA under this Agreement, shall have any rights or obligations under any LEA to which they are not a party. Each LEA is independent of any other LEA.

Each LEA shall: (i) form a separate agreement between the relevant, respective GE Business Unit and Seller affiliate to it governing the provision of Products in or in respect of the relevant country or market; (ii) incorporate as if set out in full therein the then current version of this Agreement; (iii) set out any additional terms and conditions in a LEA deemed appropriate by the relevant parties to such LEA in consideration of their respective organizational or operational needs and/or processes or to apply local mandatory laws; and (iv) be read such that references in this Agreement to "GE" shall be deemed to be references to the Buyer contracting entity of such LEA and references to "Grainger"

shall be deemed to be references to the Seller contracting entity that entered into such LEA (if not Grainger).

A LEA shall not take effect under this Agreement unless each of the following requirements is met: (i) the LEA references this Agreement as being a LEA placed under it; (ii) the LEA is signed by an authorized Buyer signatory and by an authorized Seller signatory; and (iii) at the date the LEA is signed by both applicable parties to the LEA, this Agreement has not expired or been terminated.

In the event of any conflict or ambiguity between the terms and conditions of this Agreement and a LEA, the terms and conditions of the LEA shall govern. Any exceptions expressly agreed upon in writing by respective Buyer and Seller entities pursuant to a particular LEA will apply only for purposes of that LEA, and will not be deemed to in any way amend, modify, cancel, or waive the provisions of this Agreement or any other LEA.

Each Product order placed pursuant to a LEA, when duly executed, will be subject to the terms of the LEA as if fully set out in its text and is subject to all of the terms and conditions of the LEA. In no event shall any party to the LEA use the LEA to override substantive terms of this Agreement except to the extent necessary to comply with local law or with local custom, practices or commercial climate.

**"Affiliate(s)"** means any entity which directly or indirectly: (i) controls either party; (ii) is controlled by either party; or (iii) is under common control with either party or any other entity controlled by a party. For purposes of this Agreement, "control" will mean the direct or beneficial ownership of a voting interest of at least thirty-three percent (33%) (less in a foreign jurisdiction where majority ownership is prohibited by law) or the existence of an agreement "to purchase for" or the right or power, directly or indirectly, to elect a majority of the board of directors, or the right or power to control management.

**"Buyer"** means the entity purchasing Products from the Seller under a specific LEA.

**"Seller"** means the entity selling Products to the Buyer under a specific LEA.

A draft template of the LEA is attached hereto as Attachment P.

**4. Section 5. Price. Section 5.2.** Section 5.2 is deleted and replaced with the following:

The Product pricing provided herein is based upon the value of GE's anticipated annual aggregate purchases of Products, specifically \$53,100,000 during the first twelve (12) month period of this Agreement; \$57,800,000 during the second twelve (12) month period of the Agreement; \$62,500,000 during the third (12) month period of the Agreement; \$67,200,000 during the fourth (12) month period of the Agreement; \$71,900,000 during the fifth (12) month period of the Agreement; and \$76,600,000 during the sixth (12) month period of the Agreement. The parties acknowledge and agree that the foregoing amount shall not be deemed or interpreted to be a required minimum purchase amount. However, in the event GE's aggregate purchases of Products for any twelve (12) month period fails to reach the applicable level, and the shortfall is not recovered in the subsequent twelve (12) month period, the parties shall review the Product pricing structure and negotiate in good faith with respect to any modification of such pricing structure. Any such modification to the pricing structure must be in writing and mutually agreed to by the parties. The modified Product pricing structure shall affect future purchases and shall be commensurate with GE's actual purchases.

**5. Section 5. Price. Section 5.4.1.** The final sentence in this Section 5.4.1 is deleted.

**6. Section 5. Price. Section 5.5.3.** Section 5.5.3 is deleted and replaced with the following:

For all items not included in the CSP file or within Attachment B a discount of twelve percent (12%) is given off of Seller's Catalog "each" price for Products. In all cases, Grainger's prices will be those in effect at the time of purchase. Current pricing and discounts may be found at [www.grainger.com](http://www.grainger.com). Grainger reserves the right to correct publishing errors.

**7. Rebate and Incentive Program. Section 6.1.** Section 6.1 is deleted in its entirety; and Grainger will no longer pay a Rebate for any purchases by GE and replaced with the following:

**6.1. INTENTIONALLY DELETED**

**8. Section 10.1.** Section 10.1 is deleted and replaced with the following:

**Dedicated Champion and Quarterly Review.** GE and Grainger will each provide a dedicated champion ("Champion") at the Corporate and Business Unit levels to: (i) meet on a quarterly basis and

drive active participation and compliance to this Agreement; (ii) develop action plans to support the effective utilization of the Agreement; and (iii) agree upon a course of action to make reasonable progress towards meeting the provisions through the measurement period.

For GE:

Corporate: Corporate Global Commodity Leader/MRO

Business Unit: Global Commodity Leader/MRO for each respective Business Unit

Site level: Productivity Lead (or equivalent)

For Grainger:

Corporate: Vice-President or Senior Director, Corporate Accounts

Region: Corporate Sales Manager

Site level: Account Manager

**9. Section 13.5. Section 13.5 is deleted in its entirety and replaced with the following:**

"In the event of any conflict between contract documents, the following order of precedence shall govern and control: (a) the terms and conditions of any applicable Scope of Work properly executed by the parties thereto shall take precedence over any applicable LEA and the Agreement (that specifically references a provision of the Agreement or relevant LEA and only as such relates to the subject matter of the applicable Scope of Work) together with any relevant attachments, exhibits or schedules; (b) any applicable LEA shall take precedence over the Agreement (pursuant to the terms of Section 3 of the Agreement, as amended by Amendment Number Eleven) together with any relevant attachments, exhibits or schedules; (c) this Agreement together with any relevant attachments, exhibits or schedules; and (d) individual Product Purchase Orders, drawings, specifications, and other Product documentation. In the event that any Scope of Work or LEA properly executed by the parties thereto contains terms or conditions that directly conflict with this Agreement, such additional or different terms or conditions shall be applicable only to the Scope of Work or LEA (as the case may be) in which they are contained."

**10. Attachment "C" GE United States Location List is replaced with the list attached hereto.**

**11. Attachment "Q", Incremental Growth Incentive Program. The following provision is hereby added as Attachment Q.**

**12. Attachment "R" Conversion Incentive. Grainger agrees to extend to GE a Conversion Incentive, subject to the terms and conditions in Attachment R.**

**13. Attachment "S" Exclusive Brands Incentive. Grainger agrees to extend to GE an Exclusive Brands Incentive, subject to the terms and conditions in Attachment S.**

**14. Attachment "T" Category Discount Program. Grainger agrees to add the Category Discount Program to the Grainger Product Category & OEM Price List set forth in Attachment B of the Agreement.**

**15. Attachment "U" Guaranteed Cost Savings Program. Grainger agrees to extend to GE the Guaranteed Cost Savings Program set forth in Attachment U.**

[signature page follows]

The Agreement remains in full force and effect except as expressly amended hereby to give effect to this Amendment.

IN WITNESS WHEREOF, the parties hereto have signed Amendment, or have caused their duly authorized representatives to sign the same, in two (2) original counterparts, as of the date first above written.

**GRAINGER INDUSTRIAL SUPPLY**  
A DIVISION OF W.W. GRAINGER, INC.

Signed: *Sue Meybohm*

Name: Sue Meybohm

Title: Senior Corporate Sales Manager

Date: 5/29/2014

**GENERAL ELECTRIC COMPANY**

Signed: *Edward A. Landry*

Name: Edward A. Landry

Title: Corporate Sourcing Leader - MRO

Date: 5/29/2014

ATTACHMENT P

LOCAL ENABLING AGREEMENT (INSERT COUNTRY)  
TO THE  
MAINTENANCE, REPAIR, AND OPERATIONS MATERIALS SUPPLY AGREEMENT

This Local Enabling Agreement ("LEA") is entered into as of \_\_\_\_\_ by and between [insert the Buyer Name and Legal Entity, address] and [insert the Seller Name and Legal Entity, address] pursuant to the Maintenance, Repair, and Operations Materials Supply Agreement dated June 1, 2010 and amendments thereto between Grainger Industrial Supply, a division of W.W. Grainger, Inc., and General Electric Company (the "Agreement"). This LEA shall continue in effect for the term of the Agreement, unless terminated by either the Buyer or the Seller upon [insert days] notice. For purposes of this LEA, the term the "Buyer" shall mean [insert Buyer legal entity] and the term the "Seller" shall only mean [insert the Seller Name and Legal Entity].

**1. GENERAL.**

- a. This LEA constitutes a separate agreement between the Buyer and the Seller. This LEA shall be subject to, and incorporates by reference, all of the terms and conditions of the Agreement, as such Agreement terms and conditions exist currently and as they may be amended in the future from time to time in accordance with the Agreement, subject to any express modifications or exclusions set forth in this LEA. To the extent legally permissible, any future amendment or modification of the Agreement shall be deemed incorporated into this LEA without the necessity of further action by the Buyer and the Seller hereto or the parties to the Agreement.
- b. In case of conflict or inconsistency between this LEA and the Agreement, this LEA will control.
- c. Any Authorized Buyer that purchases Products pursuant to this LEA assents to and agrees to be bound by and subject to the terms and conditions of the Agreement and this LEA.
- d. Capitalized terms used but not otherwise defined in this LEA shall have the same meanings ascribed to them in the Agreement.

**2. COMMITMENTS.**

- a. **Pricing and Discounts.** The Seller's Catalog shows the price for Catalog Products. This LEA provides Authorized Buyer's participating locations, as defined in Section 4 of this LEA ("Locations") with the following discount structure for Catalog Products and other discount and pricing terms:
  - i. A discount of [insert] percent (insert) % is given off of the then current Seller's Catalog price for Catalog Products, as published in the Seller's website, [www.grainger.com](http://www.grainger.com), except as provided in (ii) and (iii) below.
  - ii. Other discounts and pricing for special program are identified and included in Exhibit A.
  - iii. Prices and discounts are applicable to the Buyer's [insert country] Locations authorized to purchase under this LEA.
- b. **Volume Targets.** The Buyer will use its commercially reasonable efforts to achieve purchasing volumes of \$\_\_\_\_\_ in the first 12-month period of this LEA; \$\_\_\_\_\_ in the second 12-month period of this LEA; and \$\_\_\_\_\_ in the third 12-month period of this LEA. Notwithstanding the foregoing and for the avoidance of doubt, the foregoing does not represent a minimum purchasing commitment by Buyer and Buyer's failure to meet any such purchasing volume targets shall not be deemed a breach of this LEA.

**3. PAYMENT TERMS.**

The Seller accepts cash, checks, Visa, MasterCard, and American Express at time of order placement [insert other restrictions]. Payment terms are net [insert payment period] days from the date of invoice. All credit extended by the Seller to the Buyer, and the limits of such credit, is at the Seller's sole discretion, and may be reduced or revoked by the Seller at any time, for any reason. Anticipation and cash discounts are not allowed. All payments must be made in [insert currency].

The Buyer assures the Seller that it has the right and authority under [insert country] to assume obligations on behalf of the Locations and any other subsidiaries, divisions and Affiliates who may

buy from the Seller under this LEA, and assumes responsibility for all purchases made by such parties.

**4. AUTHORIZED BUYER LOCATIONS.**

The Authorized Buyer's [Insert country] Locations listed on Exhibit B are authorized to make purchases under this LEA. The Buyer represents and warrants that it has the legal right to contract and incur obligations on behalf of those Locations set forth on Exhibit B. The Buyer agrees to update Exhibit B on a quarterly basis to delete any location which ceases to be a subsidiary, Affiliate or division and to add new locations.

**5. INSURANCE.**

[TO BE AGREED BETWEEN LOCAL BUYER AND SELLER]

**6. PRODUCT RETURNS.**

Returns for Catalog Products must be made within [Insert time period] from date of purchase. Returned Catalog Products must be in original packaging, unused, undamaged, and in saleable condition. Proof of purchase is required in all cases.

**7. GENERAL TERMS.**

a. **Notice.** All notices will be addressed as follows:

To Buyer:	To Seller:

b. **Governing Law.** This LEA will be construed in accordance with the laws of [insert governing law].

IN WITNESS WHEREOF, the undersigned have caused this LEA to be duly executed by their authorized representatives.

BUYER: \_\_\_\_\_

SELLER: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT ATTACHED:**

Exhibit A: Special Pricing Programs.  
Exhibit B: Authorized Buyer's [insert country] Location Listing.

**Exhibit A**  
**Special Pricing Programs**

**Exhibit B**  
**Authorized Buyer's [insert country] Location Listing**

**ATTACHMENT "C"**  
**GE United States Location List**



**ATTACHMENT Q**  
**INCREMENTAL PURCHASE GROWTH INCENTIVE PROGRAM**

A. Provided GE achieves the Growth Rates set forth in the table in Section D below, Grainger will provide a purchase growth incentive to GE to be paid annually ("Incentive") for each Contract Year, based upon such Growth Rates and the corresponding Incentive percentages. The term "Contract Year" means a period of twelve (12) consecutive months within the term of this Agreement, with the first Contract Year commencing on June 1, 2014, and subsequent Contract Years commencing on the anniversaries thereof.

B. The term "Total Purchases" means the net invoice price of the purchased Product, less freight, taxes, returned Products and credits. Total Purchases shall include those purchases made by GE's participating United States Locations listed on Attachment C.

C. The term "Baseline Purchases" means GE's Total Purchases from the period beginning on June 1, 2013 and ending May 31, 2014, which will be calculated on June 15, 2014. The term "Current Baseline Purchases" means the annual recalculation of GE's Baseline Purchases from the most recent Contract Year. The Incentive will be available, and Current Baseline Purchases recalculated, provided GE's Total Purchases for the most recent Contract Year are at least equal to the amount of the Baseline Purchases calculated on June 15, 2014. An Incentive will only apply if GE's Total Purchases for a Contract Year are at least ten percent (10%) greater than GE's Baseline Purchases or Current Baseline Purchases, as the case may be. Purchases that are part of a one-time project equal to or greater than five hundred thousand dollars (\$500,000) in 2014 will be excluded from the Baseline Purchases calculations and the Current Baseline Purchases calculation in each Contract Year. For the avoidance of doubt, the Monthly Baseline Purchases or Current Baseline Purchases will be recalculated when future GE locations (including acquisitions) are added to this Agreement.

D. The Incentive will apply to GE's incremental Total Purchases over Baseline Purchases or over Current Baseline Purchases (as the case may be) based upon the "Growth Rate" and corresponding "Incentive Payout %" set forth below:

Growth Rate Over Baseline Purchases or Current Baseline Purchases	Incentive Payout % on Incremental Total Purchases
10.00-14.9%	15%
15.00%-19.9%	17.5%
>=20%	20%

E. To the extent an Incentive has been earned, within forty-five (45) days after the end of a Contract Year, Grainger will calculate the Incentive and furnish GE at **4200 Wildwood Pkwy, 4-08C-06, Atlanta, GA 30339**, a check in the amount of the Incentive. Grainger will also furnish GE a statement reflecting Total Purchases over Baseline Purchases or over Current Baseline Purchases (as the case may be) by site location and Business Unit made during the applicable Contract Year, including participating Location totals.

F. To the extent that GE's outstanding accounts payable which are undisputed to Grainger are thirty (30) days past due, Grainger reserves the right to withhold an amount equal to the undisputed portion over thirty (30) days past due until such amounts are brought current by GE. Any remaining balance of the Incentive will be sent to GE as described in Section E above. In such event, Grainger will send GE a statement detailing outstanding balances and credits made towards their account.

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**ATTACHMENT R**  
**CONVERSION INCENTIVE PROGRAM**

A. As consideration for participation in this conversion incentive program, GE will award Grainger the designation of "Preferred Provider" for the term of the Agreement. GE agrees to perform the obligations set forth in Attachment R-1.

B. Commencing August 15, 2014, Grainger agrees to pay to GE a monthly incentive ("Monthly Conversion Incentive") equal to twenty-five percent (25%) of the dollar amount of the incremental growth of Total Purchases above the amount of the corresponding monthly baseline purchases ("Monthly Baseline Purchases") in the prior year as set forth in the chart in Section D. Provided the requirements in the foregoing sentence are met, GE shall receive the Monthly Conversion Incentive until the earlier of: (i) November 30, 2015; or (ii) Grainger has paid to GE total Monthly Conversion Incentives in the amount of \$2,760,000 (hereinafter, the "Conversion Payment Period").

C. The term "Total Purchases" means the net invoice price of the purchased Product, less freight, taxes, returned Products and credits. Total Purchases shall include those purchases made by GE's participating United States Locations listed on Attachment C.

D. The term "Monthly Baseline Purchase" means GE's Total Purchases for each month beginning June 1, 2013, which is set forth in the chart below. The Monthly Baseline Purchase chart below does not include purchases from NBC and Universal Studios. The Monthly Conversion Incentive will be available during the Conversion Payment Period *provided that* GE's Total Purchases for any month during the Conversion Payment Period are greater than the Monthly Baseline Purchase amount. Purchases that are part of a one-time project equal to or greater than \$500,000 in 2014 will be excluded from the Monthly Baseline Purchases calculation. For the avoidance of doubt, the Monthly Baseline Purchase amount will be recalculated when future GE locations (including acquisitions) are added to this Agreement. The Monthly Baseline Purchase amounts are set forth below:

**MONTHLY BASELINE PURCHASE CHART**

<b>Month/Year</b>	<b>Monthly Baseline Purchase Amount</b>
6/1/2013 - 6/30/2013	\$3,420,726.17
7/1/2013 - 7/31/2013	\$3,625,739.82
8/1/2013 - 8/31/2013	\$3,842,965.84
9/1/2013 - 9/30/2013	\$3,417,026.99
10/1/2013 - 10/31/2013	\$4,285,130.37
11/1/2013 - 11/30/2013	\$3,262,562.46
12/1/2013 - 12/31/2013	\$3,809,805.27
1/1/2014 - 1/31/2014	\$3,842,799.78
2/1/2014 - 2/28/2014	\$3,684,743.79
3/1/2014 - 3/31/2014	\$4,115,238.81
4/1/2014 - 4/30/2014*	\$4,230,612.16
5/1/2014 - 5/31/2014*	TBD
6/1/2014 - 6/30/2014*	TBD
7/1/2014 - 7/31/2014*	TBD
8/1/2014 - 8/31/2014*	TBD
9/1/2014 - 9/30/2014*	TBD
10/1/2014 - 10/31/2014*	TBD
11/1/2014 - 11/30/2014*	TBD

\*The Monthly Baseline Purchase Amount will be provided by Grainger to GE within forty-five (45) days after the end of the month.

E. To the extent a Monthly Conversion Incentive has been earned, within forty-five (45) days after the end of each month during the Conversion Payment Period, Grainger will calculate the Monthly Conversion Incentive and furnish GE at **4200 Wildwood Pkwy, 4-08C-06, Atlanta, GA 30339**, a check in the amount of the Monthly Conversion Incentive. Grainger will also furnish GE a statement reflecting Total Purchases over Baseline Purchases or over Current Baseline Purchases (as the case may be) by site location and Business Unit made during the applicable Contract Year, including participating Location totals.

F. To the extent that GE's outstanding accounts payable which are undisputed to Grainger are thirty (30) days past due, Grainger reserves the right to withhold an amount equal to the undisputed portion over thirty (30) days past due until such amounts are brought current by GE. Any remaining balance of the Incentive will be sent to GE as described in Section E above. In such event, Grainger will send GE a statement detailing outstanding balances and credits made towards their account.

G. GE and Grainger mutually acknowledge that the commercial terms of this Agreement (including the Growth Incentive Program set forth in Attachment Q, the Conversion Incentive Program set forth in Attachment R and the Guaranteed Cost Savings Program set forth in Attachment U) (collective, the "Commercial Savings Program") were agreed in good faith and fair dealing between the parties. In the event either party is unsatisfied with the performance of the other party such occurrence shall be vetted through the Internal Escalation Process.

"Internal Escalation Process" shall mean each of the parties will submit the matter to each of its respective Champions for good faith negotiation. If the Champions are unable to resolve the dispute within a reasonable period (but in no event more than thirty (30) days from the date of receipt of written request), then the dispute will be escalated to representatives of each party at least one (1) level higher in their respective organizations than those involved in the previous round of negotiations. Such representatives will be executives with sufficient authority to engage in good faith negotiations and bind the party s/he represents.

Notwithstanding anything set forth in this paragraph G and for the avoidance of doubt, GE's failure to achieve volume commitments set forth in Section 5.2 of the Agreement shall not be deemed a breach of the Agreement.

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**EXHIBIT R-1**  
**GE'S OBLIGATIONS**

- a. GE hereby designates Grainger as the Preferred Provider for the Products.
- b. GE shall list Grainger in GE's reference guide and/or computer/internet catalog (collectively, "GE's Reference Materials") as a Preferred Provider of the Products. GE's Reference Materials, as amended and updated from time to time, will be made available to all purchasers, including a summary of the terms of this Agreement as they apply to the purchasers. The terms of this Agreement shall take precedence over any non-conforming terms in GE's Reference Materials in the event of any discrepancy.
- c. GE shall encourage purchasers, to the extent they purchase, use or distribute products similar to the Products in connection with the operation of their businesses, to purchase Products from Grainger.
- d. GE agrees to promote and publicize internally the designation of the Grainger as a Preferred Provider in connection with the overall promotion of Grainger. GE shall exercise its sole discretion in the choice of all such promotions, including the dollar amounts allocated, choice of media and the decision to use all or some names of vendors and the prior approval of Grainger shall not be required for any such use.
- e. In addition, GE agrees to, using commercially reasonable efforts, cooperate with and assist Grainger with obtaining favorable pricing and related cost support information from manufacturers in a timely manner.

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**ATTACHMENT S**  
**EXCLUSIVE BRANDS GROWTH INCENTIVE PROGRAM**  
**GE – June 1, 2014 through May 31, 2020**

**1. Definitions.**

- a. The term "Contract Year" means a period of twelve (12) consecutive months within the term of this Agreement, with the first Contract Year commencing on June 1, 2014 and subsequent Contract Years commencing on the anniversaries thereof.
  - b. The term "Exclusive Brands Products" means Products within the Seller brands listed in Exhibit 1 to this Attachment S.
  - c. The term "Total Exclusive Brands Product Purchases" means the net invoice price of the purchased Exclusive Brands Products, less freight, taxes, returned Exclusive Brands Products and credits.
  - d. The term "Total Purchases" means the net invoice price of the purchased Products, less freight, taxes, returned Products and credits.
2. Provided that: (i) Buyer's purchases of Exclusive Brands Products meet or exceed **twenty-two percent (22%)** of the amount of Total Purchases during any Contract Year of the Agreement; and (ii) the volume targets set forth in Section 3 of this Amendment for the applicable Contract Year are met, then Seller will provide an annual Exclusive Brands incentive ("Exclusive Brands Incentive") of **one percent (1%)**. Total Purchases and Total Exclusive Brands Product Purchases shall include those purchases made by all GE Locations listed on Attachment C during the Contract Year.
  3. To the extent an Exclusive Brands Incentive has been earned, within forty-five (45) days after the end of a Contract Year, Grainger will calculate the Exclusive Brands Incentive and furnish to GE at **4200 Wildwood Pkwy, 4-08C-06, Atlanta, GA 30339**, a check in the amount of the Exclusive Brands Incentive. Grainger will also furnish GE a statement reflecting Total Purchases and Total Exclusive Brands Product Purchases made during the applicable Contract Year, including participating location totals.
  4. To the extent that GE's outstanding accounts payable which are undisputed to Grainger are thirty (30) days past due, Grainger reserves the right to withhold an amount equal to the undisputed portion over thirty (30) days past due until such amounts are brought current by GE. Any remaining balance of the Incentive will be sent to GE as described in Section E above. In such event, Grainger will send GE a statement detailing outstanding balances and credits made towards their account.

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**EXHIBIT 1**  
**Exclusive Brands Product Brands**

Air Handler  
Battalion  
Condor  
Dayton  
Lab Safety Supply  
LumaPro  
Power First  
Speedaire  
Tough Guy  
Trident  
Westward

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**ATTACHMENT T**  
**CATEGORY DISCOUNT PROGRAM**

**Category Discount Program.** This Program offers GE category pricing discounts for certain category products ("Category Discounts"), as set forth below:

The following table represents the proposed percentage Category Discount for each Product category for Contract Year One, and any other Contract Year during the term of the Agreement when GE's Total Purchases for the previous Contract Year are less than \$70,000,000. The term "Contract Year" means a period of twelve (12) consecutive months within the term of this Agreement, with the first Contract Year commencing on **June 1, 2014**, and subsequent Contract Years commencing on the anniversaries thereof.

Category Discounts will be applied to the [www.grainger.com](http://www.grainger.com) "each" price at the time of purchase, subject to the following exceptions:

1. Category Discounts do not apply to:
  - (i) (a) Products in the Air Filters Program, Tools Program, Cleaning Supplies Program, Motors Program, Electrical Contractors Program, HVAC Contractors Program and Customer Specific Pricing Program items; and (b) Sourced Products; or
  - (ii) Promotional, lot, and commodity items, or special pricing programs offered for certain Products from time-to-time.
2. If, after applying the discount in the table below, the price of an individual product is below Grainger's cost, Grainger reserves the right to reduce the Category Discount for that product. In such event, the discount will be no less than twelve percent (12%) off of the then current Grainger's Catalog price, as published in Grainger's website, [www.grainger.com](http://www.grainger.com).
3. Grainger reserves the right, in its sole discretion, to determine the appropriate category for a particular Product. Upon request, Grainger will provide to GE general information related to category alignment for the various categories set forth below.

**CATEGORY DISCOUNTS FOR CONTRACT YEAR ONE AND ANY OTHER CONTRACT YEAR DURING THE TERM OF THE AGREEMENT WHEN GE'S TOTAL PURCHASES FOR THE PREVIOUS CONTRACT YEAR ARE LESS THAN \$70,000,000:**

CATEGORY	DISCOUNTS
Material Handling	15%
Cleaning	15%
Electrical	15%
Safety	15%
Hand Tools	15%

Adjustments for Product to category alignment and pricing will be applied three times yearly, if needed, on January 1st, May 1st and Aug 1st ("Adjustment Dates"). New products added to Grainger's Catalog between adjustments will receive a 12% discount until the next Adjustment Date.

At the end of each Contract Year, Grainger will calculate the amount of GE's Total Purchases. For purposes of this Attachment T, The term "Total Purchases" means the net invoice price of the purchased Products, less freight, taxes, returned Products and credits.

At the end of Contract Year One and each subsequent Contract Year during the term of the Agreement, *provided that GE's Total Purchases are \$70,000,000 or more, Grainger will increase the Category Discount to the corresponding percentage for Products in each Category for the duration of the following Contract Year.*

CATEGORY	Total Purchases between \$70,000,000 and \$79,999,999	Total Purchases >= \$80,000,000
Material Handling	15%	20%
Cleaning	20%	25%
Electrical	20%	25%
Safety	20%	25%
Hand Tools	20%	20%

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**ATTACHMENT U**  
**COST SAVINGS PROGRAM**  
**GUARANTEED COST SAVINGS: CONTRACT YEAR ONE THROUGH CONTRACT YEAR FIVE**  
**TARGET COST SAVINGS; CONTRACT YEAR SIX**

**DEFINITIONS:**

1. "All Sites" means all GE sites that are purchasing Products from Grainger identified in Attachment C.
2. "Committed Site" means a GE site that executes a Scope of Work in the format attached hereto as Attachment U-1, indicating their participation in the Guaranteed Cost Savings Program. All purchases made by a Committed Site will be eligible for cost savings of ten percent (10%) ("Committed Site Cost Savings"), commencing with the first day of the next quarter occurring subsequent to the expiration of Contract Year One in which such Committed Site executes the Scope of Work, and continuing for twenty-four (24) months ("24-Month Period") thereafter. By way of example, if a GE site executes a Scope of Work on July 1, 2015 then the Committed Site will be eligible for Committed Site Cost Savings commencing September 1, 2015, through August 31, 2017. Notwithstanding the foregoing and for the avoidance of doubt, a Committed Site which executes a Scope of Work within Contract Year One shall not forfeit any portion of the Guaranteed Cost Savings Program arising from Contract Year One and the Committed Site Cost Savings arising from the Scope of Work executed in Contract Year One shall apply for the full term of the 24-Month Period commencing on June 1, 2015 and continuing through May 31, 2017.
3. "Contract Year" means a period of twelve (12) consecutive months within the term of this Agreement, with the first Contract Year commencing on June 1, 2014 and subsequent Contract Years commencing on the anniversaries thereof.
4. "Non-Committed Sites" means all GE sites that have not executed a Scope of Work.

**A. GUARANTEED COST SAVINGS PROGRAM.**

GE and Grainger will work together to reduce GE's total MRO cost ("Cost Savings") by implementing a guaranteed cost savings program ("Guaranteed Cost Savings Program"). The guaranteed cost savings goals ("Guaranteed Cost Savings Goals") are based upon the total annual purchases of Products collectively made by All Sites from Grainger against the baseline measurement (defined below).

**GUARANTEED COST SAVINGS GOALS:**

1. **Contract Year One:** The Guaranteed Cost Savings Goal for Contract Year One will be ten percent (10%) for All Sites.

2. **Contract Year Two through Contact Year Five:**

**Non-Committed Sites:** The Guaranteed Cost Savings Goal for Non-Committed Sites will be five percent (5%) for Contract Year Two through Contract Year Five.

**Committed Sites:** The Committed Site Cost Savings will be ten percent (10%) for the 24-Month Period after execution of the Scope of Work *provided that* the 24-Month Period giving rise to the Committed Site Cost Savings under the applicable Scope of Work must accrue during the Term of the Agreement. In the event the 24-Month Period giving rise to the Committed Site Cost Savings under the applicable Scope of Work does not fully accrue during the term of the Agreement, the Committed Site shall be entitled to the Committed Site Cost Savings through May 31, 2019. After the expiration of the 24-Month Period, the Guaranteed Cost Savings Goal through the expiration of Contract Year Five will be five percent (5%). GE locations in Wilmington, North Carolina and Greenville, South Carolina are excluded as participants in the Committed Site Cost Savings program.

3. **Contract Year Six:** There will be no Guaranteed Cost Savings for All Sites; however Grainger will provide target cost savings ("Target Cost Savings") of five percent (5%) for Contract Year Six. The conditions for Target Cost Savings are the same as those contained in this Attachment U, except that Section 7, Cost Savings Deficit, will not apply.

The GE and Grainger Champions will meet at the end of each Contract Year to address the addition of new acquisitions made by GE to the Guaranteed Cost Savings Program, and the removal of locations divested by GE.

Grainger's obligation to meet the Guaranteed Cost Savings (defined below) is based upon GE's agreement to comply with the conditions set forth in Section B below:

## **B. CONDITIONS OF GUARANTEED COST SAVINGS.**

**1. Measurements:** Guaranteed Cost Savings is defined as a fixed percentage of GE's purchases within each of the foregoing Contract Years at All Sites (individually, an "In-Scope Location"). Baselines, which may include costs which are developed from a sample of cost or activity based models from sites, will be established and mutually agreed upon between the parties to define GE's current state. Actual achieved cost savings ("Actual Cost Savings") will be measured against the baselines to determine achievement against the Guaranteed Cost Savings. Grainger will perform ten (10) to fifteen (15) site assessments for GE sites at locations mutually agreed upon between Grainger and GE, which can be modeled and profiled for other GE locations. At Grainger's option, subject to GE's approval (not to be unreasonably withheld), it will be entitled to conduct additional site assessments at GE locations of its choosing.

**2. In-Scope Locations:** All measurements, including goals, will pertain to All Sites and other locations mutually agreed upon between GE and Grainger which are: (i) cooperative, (ii) seeking improvement opportunities, (iii) able to realize results, and (iv) able to provide access to people, information and data reasonably requested by Grainger.

**3. Presentation of Actual Cost Savings:** Grainger will work with the GE Project Champion and together will provide the appropriate documentation or methodology in order to validate the achievement of the Guaranteed Cost Savings. In the event an In-Scope Location decides not to implement the approved Cost Savings recommendations without a valid and quantifiable reason, the estimated amount of Cost Savings attributable to the portion of the Cost Savings recommendation not implemented will be considered Actual Cost Savings. In the event of a dispute regarding whether a Cost Savings recommendation is supported by a valid and quantifiable reason, the Internal Escalation Process set forth in Attachment R will be followed.

**4. Cost Savings Types:** Grainger will demonstrate the following savings opportunities:

- a) Supplier / Product: Supplier consolidation, price, cost-in-use (i.e., energy conservation), freight, samples, product substitution, repair vs. purchase, and warranty cost reduction.
- b) Inventory: Reduction in on-hand inventory value and carrying cost.
- c) Operational / Service: Services and solutions provided by Grainger (e.g., eCommerce, On-site Services, emergency, resources and training).
- d) Process: Productivity improvements due to changed or eliminated activities.
- e) Other: Grainger may provide GE with additional Cost Savings opportunities and recommendations. GE and Grainger will work together in good faith to amend the Guaranteed Cost Savings Program to include any additional cost savings opportunities.

**5. Monitor Results:** GE and Grainger will hold quarterly review meetings during the term of the Agreement. Grainger will provide all documentation required to report Guaranteed Cost Savings Program performance.

**6. Cost Savings Surplus:** Any Actual Cost Savings in excess of the Guaranteed Cost Savings in any Contract Year will be accrued towards the following year's Guaranteed Cost Savings.

**7. Cost Savings Deficit:** If Grainger fails to achieve the Guaranteed Cost Savings Goals for any two consecutive Contract Years, and provided that GE has met the volume commitments for each Contract Year as set forth in Section 8, then GE will have the right, at the end of the second consecutive Contract Year in which the Guaranteed Cost Savings Goals are not met, in its sole discretion, to either: (a) receive payment in the form of a check from Grainger in the amount of the difference between the Guaranteed Cost Savings and the Actual Cost Savings for both Contract Years; or (b) terminate the Agreement upon thirty (30) calendar days' prior written notice without any liability to or recourse by Grainger. For the avoidance of doubt, Section 7 shall not apply to Contract Year Six.

**8. GE acknowledges that Grainger's ability to meet any Guaranteed Cost Savings Goal is directly related to GE's purchases under the Agreement.** GE acknowledges that Grainger's obligations to meet any Guaranteed Cost Savings Goal is contingent upon the Buyer meeting the following volume commitments: \$53,100,000 during Contract Year One; \$57,800,000 during Contract Year Two; \$62,500,000 during Contract Year Three; \$67,200,000 during Contract Year Four; and \$71,900,000 during Contract Year Five; and \$76,600,000 in Contract Year Six. If GE fails to meet the volume commitment set forth in the foregoing sentence in any Contract Year ("Volume Commitment Shortfall"), then GE shall have the opportunity in the following Contract Year to cover the Volume Commitment Shortfall provided that its volume commitment for the current Contract Year is also achieved. For the avoidance of doubt, Grainger shall be excused from its obligation to pay any amount to GE in any Contract Year where GE fails to meet the volume commitment for that Contract Year, unless the Volume Commitment Shortfall is covered in the following Contract Year. GE may only utilize the Volume Commitment Shortfall for the consecutive Contract Year.

**9. Grainger will not be deemed in breach of the Agreement if the Guaranteed Cost Savings Goals are not achieved in total or in part in any Contract Year of the Agreement.**

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**ATTACHMENT U-1**  
**[SAMPLE]**  
**COMMITTED SITE**

**SCOPE OF WORK**

This Scope of Work (this "Scope of Work"), dated as of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), is made by and between [GE ENTITY] ("GE") and [GRAINGER ENTITY] ("Grainger") pursuant to Maintenance, Repair, and Operations Materials Supply Agreement dated June 1, 2010, amended through Amendment Number One dated June 1, 2011; Amendment Number Two dated July 1, 2011; Amendment Number Three dated October 1, 2011; Amendment Number Four dated January 1, 2012; Amendment Five dated April 1, 2012; Amendment Six dated April 1, 2013; Amendment Seven dated July 1, 2013; Amendment Eight dated September 1, 2013; Amendment Nine dated November 1, 2013; Amendment Ten dated February 1, 2014; and Amendment Eleven dated June 1, 2014 (collectively the "Agreement"), the terms of which are incorporated herein by reference. Capitalized terms not defined in this Scope of Work shall have the meanings ascribed to them in the Agreement.

**Date of Execution:** \_\_\_\_\_

**Effective Date\*:** \_\_\_\_\_

**\*First date of the next Quarter following execution**

**I. SITE DETAILS**

a. **GE Site Address:** \_\_\_\_\_  
\_\_\_\_\_

b. **GE Project Champion:** \_\_\_\_\_

**Grainger Champion: Sue Meybohm**

c. **GE Site Level Lead:** \_\_\_\_\_ **Grainger Lead:**  
**Account Manager or**  
**District Sales Manager:** \_\_\_\_\_

**II. FINANCIAL INFORMATION**

a. **Past 12 month spend with Grainger:** \$ \_\_\_\_\_

b. **Proposed Increased incremental spend\*\* for the first 12-month period commencing with the Effective Date:** \$ \_\_\_\_\_ **Second 12-month period:** \_\_\_\_\_  
\*\*Incremental spend amounts to be mutually agreed upon GE and Grainger Champions.

**Total Purchases\*\*\* for first 12 month Period (Sum of (a) and (b)):** \$ \_\_\_\_\_.

**Total Purchases for the second 12 month Period (Sum of (a) and (b)):** \_\_\_\_\_.

\*\*\*Total Purchases means the net invoice price of the purchased Product, less freight, taxes, returned Products and credits.

**1. Project Strategy.**

GE and Grainger will utilize a lean and six sigma approach to help reduce expense and deliver effective and efficient indirect processes. Grainger will assist GE in analyzing what to buy, how to buy it, who to buy it from and how to manage the products once they enter GE's facility.

GE will work to consolidate spend to Grainger based upon the applicable GE site's current identified MRO and Property, Plant and Equipment ("PPE") spend.

**2. Project Objectives.**

Deliver Guaranteed Cost Savings of ten percent (10%) for the 24 Month Period following execution of this Scope of Work ("Additional Cost Savings Period"). Notwithstanding the foregoing and for the avoidance of doubt, if this Scope of Work is executed during Contract Year One, the relevant GE site shall not forfeit any portion of the Guaranteed Cost Savings Program arising from Contract Year One and the Committed Site

Cost Savings arising from this Scope of Work executed in Contract Year One shall apply for the full term of the 24-Month Period commencing on June 1, 2015 and continuing through May 31,2017.

- If this specific GE site as identified above does not meet the total projected spend amounts set forth above for both the first twelve month period ("First 12-Month Period") and the second twelve month period ("Second 12-Month Period") then GE's Guaranteed Cost Savings will be reduced to five percent (5%) for both the First 12-Month Period and the Second 12-Month Period set forth above **for this Scope of Work and for the specific GE site identified herein only**.
- Grainger will deliver Guaranteed Cost Savings of five percent (5%) after the expiration of Additional Cost Savings Period through the expiration of Contract Year Five.

### **3. Scope of Work.**

Grainger and GE Leads will establish a project list which is one and one-half (1.5) times the site savings goal. The pre-approved project categories are:

- Product / Supplier: price, cost-in-use, substitution, repair vs. replace, warranty cost reduction
- Inventory: reduction in on-hand inventory, carrying cost (15%), consumption reduction through improved security, identification of obsolete spares for removal,
- Process; productivity improvements due to changed or eliminated activities
- Operational / Service: services and solutions provided by Grainger (e.g. On-site Services, emergency, training, resources (consulting, cross referencing), eCommerce

Grainger and GE Leads will review additional cost savings opportunities and recommendations and will cooperate in good faith to include any additional cost savings opportunities.

GE and Grainger Leads will establish a prioritized list of categories for consolidation.

- Categories requiring manufacturer support will be identified.
- Category teams will be established to assist with approving functional equivalents supporting transition efforts.
- Progress on consolidation will be reviewed as a part of the quarterly review process.

### **4. Deliverables.**

Grainger and GE Leads will establish a baseline to include the current cost / investment, the recommended solution, estimated impact of the improvement, and the implementation plan. The current cost and impact may be based on assumptions through a sampling of baselines at other similar GE sites.

Savings calculations shall be subject to the conditions set forth in Section B.3. of Attachment U to the Agreement.

### **5. Period of Performance.**

The Services shall commence on [INSERT START DATE] and shall continue through [INSERT END DATE].

### **6. Project Champion.**

Responsibilities: Provide resource commitments, strategic direction, deliver improvements

- GE Champion and title (sponsors may have the title; Plant Manager, Controller, VP of Operations or director, etc.)

- Grainger (Sr. CSM or Sr. Director)

## 7. Project Lead.

**Responsibilities:** Support and lead productivity and program efforts to achieve savings goals as defined in the Agreement and defined in this Scope of Work. Provide leadership in identifying and approving or rejecting projects. Approved projects should estimate savings one and one-half ('1.5) times or more to ensure success. Provide resources and data needed to complete project and monitor performance on an ongoing basis, adjusting or escalating as needed.

## 8. Project Stakeholders.

Participate in analysis and strategy development and support improvements.

- GE Stakeholders (stakeholders may include technicians, attendants, buyers, accounts payables
- Grainger Stakeholders (stakeholders may include the Account Manager, District Sales Manager, Regional Sales Vice-President, Corporate Sales Manager, On-Site Services Consultant, etc.

## 9. GE Requirements

- Assistance in gaining any manufacturer cost support necessary to convert the spend, including communication or letters approving this support
- Communication to relevant stakeholders of project activity
- Facility access for "Go See" activities
- Access to stakeholders for process mapping activities. Identify group / individual interview
- Data for analysis – average labor rates, indirect inventory and issuance, indirect purchasing – see below
- GE site location budgetary spend for product categories awarded to Grainger

### Inventory Data (Transactional Log = Best, Inventory Snapshot = Ok)

Field Name	Definition	Example	Critical
Material ID	A text (or numeric) field containing unique item or SKU identification	1C984	Yes
Unit Cost	A numeric field containing item price: first price paid, last price paid, or average price paid	\$5.29	Yes
On-Hand Qty	A numeric field containing current qty on-hand	25	Yes
Issue Frequency	A numeric field containing the number of times a given material was issued over a given time period	15	Yes
Issue Qty	A numeric field containing total quantity issued over a given time period	300	Yes
Critical Flag	A text (logical, or numeric) field containing information classifying item as critical or non-critical	(True/False), (Yes/No), (1/0)	No
Description	A text field containing a description of a given item	Battery, D	No

### Purchasing Data (Line level = Best, Order level = Ok)

**ORDER OF PRECEDENCE.** In the event of any inconsistency between the Agreement, this Scope of Work or any applicable LEA, the following order of precedence shall control: (a) this Scope of Work shall take precedence over any applicable LEA and the Agreement (that specifically references a provision of the Agreement or relevant LEA and only as such relates to the subject matter of this Scope of Work); and (b) any applicable LEA shall take precedence over the Agreement (pursuant to the terms of Section 3 of the Agreement, as amended by Amendment Number Eleven).

IN WITNESS WHEREOF, the parties hereto have signed this Scope of Work as of the date set forth below, to be effective as of the Effective Date.

[INSERT GRAINGER ENTITY]

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[INSERT GE ENTITY]

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**AMENDMENT NUMBER ELEVEN  
TO MAINTENANCE, REPAIR, AND OPERATIONS MATERIALS SUPPLY AGREEMENT  
DATED JUNE 1, 2010  
BY AND BETWEEN  
GENERAL ELECTRIC COMPANY  
AND  
GRAINGER INDUSTRIAL SUPPLY, A DIVISION OF W.W. GRAINGER, INC.**

This Amendment Number Eleven ("Amendment") dated May 1, 2014 by and between General Electric Company ("GE") and Grainger Industrial Supply, a division of W.W. Grainger, Inc. ("Grainger").

**WITNESSETH:**

WHEREAS, GE and Grainger executed that certain Maintenance, Repair, And Operations Materials Supply Agreement dated June 1, 2010 (the "Agreement"), amended through Amendment Number One dated June 1, 2011; Amendment Number Two dated July 1, 2011; Amendment Number Three dated October 1, 2011; Amendment Number Four dated January 1, 2012; Amendment Five dated April 1, 2012; Amendment Six dated April 1, 2013; Amendment Seven dated July 1, 2013; Amendment Eight dated September 1, 2013; Amendment Nine dated November 1, 2013; and Amendment Ten dated February 1, 2014 (collectively the "Agreement"); and

WHEREAS, GE and Grainger now desire to amend the Agreement:

NOW THEREFORE, in exchange for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Section 1, Term.** The terms of the Agreement is being renewed for a 30 day period through May 31, 2014.
2. **Attachment "F", Sample Worksheet, Rebate Schedule.** The term of the Attachment F will be extended for a 30 day period through May 31, 2014.
3. **Attachment "N", Incremental Growth Incentive Program.** The following provision is hereby added as Attachment P as a one-month Incentive Program.

The Agreement remains in full force and effect except as expressly amended hereby to give effect to this Amendment.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment as of the date first above written.

<b>GRAINGER INDUSTRIAL SUPPLY A DIVISION OF W.W. GRAINGER, INC.</b>	<b>GENERAL ELECTRIC COMPANY</b>
Signature: <u>Sue Meybahn</u>	Signature: <u>Edward G. Landry</u>
Name: <u>Sue Meybahn</u>	Name: <u>Edward Landry</u>
Title: <u>Senior Corporate Sales Manager</u>	Title: <u>Global Operations, Sourcing</u>
Date: <u>4/29/2014</u>	Date: <u>4-29-2014</u>

**EXHIBIT P**  
**INCREMENTAL GROWTH INCENTIVE PROGRAM**  
General Electric Company - Incentive Effective May 1, 2014 through May 31, 2014

1. Provided GE achieves the Growth Rates set forth in the table in Section 4 below, Grainger will provide a purchase growth incentive ("Incentive") to GE to be paid for the one (1) month period commencing May 1, 2014, through May 31, 2014 ("Contract Period"), based upon such Growth Rates and the corresponding Incentive percentages.
2. The term "Total Purchases" means the net invoice price of the purchased Product, less freight, taxes, returned Products and credits. Total Purchases shall include those purchases made by GE's participating United States Locations listed on Exhibit C during this Contract Period, excluding purchases made by GE-Hitachi Nuclear Energy Americas LLC in Wilmington, North Carolina ("GE Energy").
3. The term "Baseline Purchases" means GE's Total Purchases from the period beginning May 1, 2013, and ending May 28, 2013, which in this case is \$3,426,229. An Incentive will only apply if GE's Total Purchases for a Contract Period are at least ten percent (10%) greater than GE's Baseline Purchases.
4. The Incentive will apply to GE's incremental Total Purchases over Baseline Purchases based upon the "Growth Rate" and corresponding "Incentive Payout %" set forth as follows:

Growth Rate Over Baseline Purchases	Incentive Payout % on Incremental Total Purchases
10% - 24.99%	3%
25% - 49.99%	5%
>=50%	8%

5. To the extent an Incentive has been earned, within forty-five (45) days after the end of a Contract Period, Grainger will calculate the Incentive and furnish GE at 4200 Wildwood Pkwy 4-08C-06, Atlanta, GA 30339 a check in the amount of the Incentive. Grainger will also furnish GE a statement reflecting Total Purchases made during the applicable Contract Period, including participating Location totals.

DATED JUNE 1, 2010  
BY AND BETWEEN  
GENERAL ELECTRIC COMPANY  
AND  
GRAINGER INDUSTRIAL SUPPLY, A DIVISION OF W.W. GRAINGER, INC.

This Amendment Number Ten ("Amendment") dated February 1, 2014 by and between General Electric Company ("GE") and Grainger Industrial Supply, a division of W.W. Grainger, Inc. ("Grainger").

WITNESSETH:

WHEREAS, GE and Grainger executed that certain Maintenance, Repair, And Operations Materials Supply Agreement dated June 1, 2010 (the "Agreement"), amended through Amendment Number One dated June 1, 2011; Amendment Number Two dated July 1, 2011; Amendment Number Three dated October 1, 2011; Amendment Number Four dated January 1, 2012; Amendment Five dated April 1, 2012; Amendment Six dated April 1, 2013; Amendment Seven dated July 1, 2013; Amendment Eight dated September 1, 2013; and Amendment Nine dated November 1, 2013 (collectively the "Agreement"); and

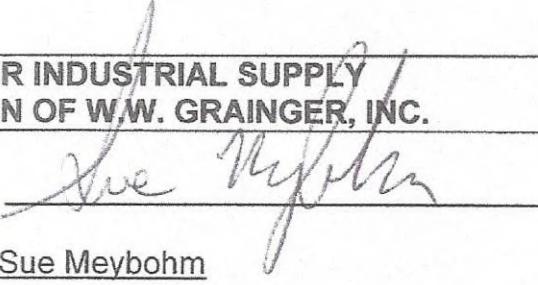
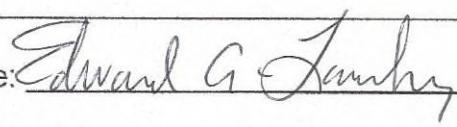
WHEREAS, GE and Grainger now desire to amend the Agreement:

NOW THEREFORE, in exchange for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Section 1, Term.** The terms of the Agreement is being renewed for a 90 day period through April 30, 2014.
2. **Attachment "F", Sample Worksheet, Rebate Schedule.** The term of the Attachment F will be extended for a 90 day period through April 30, 2014.
3. **Attachment "N", Incremental Growth Incentive Program.** The following provision is hereby added as Attachment O as a three-month Incentive Program

The Agreement remains in full force and effect except as expressly amended hereby to give effect to this Amendment.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment as of the date first above written.

GRAINGER INDUSTRIAL SUPPLY A DIVISION OF W.W. GRAINGER, INC.	GENERAL ELECTRIC COMPANY
Signature: 	Signature: 
Name: <u>Sue Meybohm</u>	Name: <u>Edward Landry</u>
Title: <u>Senior Corporate Sales Manager</u>	Title: <u>Global Operations, Sourcing</u>
Date: <u>1/28/2014</u>	Date: <u>1/29/2014</u>

# General Electric Company - Incentive Effective February 1, 2014 through April 30, 2014

1. Provided GE achieves the Growth Rates set forth in the table in Section 4 below, Grainger will provide a purchase growth incentive ("Incentive") to GE to be paid for the three (3) month period commencing February 1, 2014, through April 30, 2014 ("Contract Period"), based upon such Growth Rates and the corresponding Incentive percentages.
2. The term "Total Purchases" means the net invoice price of the purchased Product, less freight, taxes, returned Products and credits. Total Purchases shall include those purchases made by GE's participating United States Locations listed on Exhibit C during this Contract Period, excluding purchases made by GE-Hitachi Nuclear Energy Americas LLC in Wilmington, North Carolina ("GE Energy").
3. The term "Baseline Purchases" means GE's Total Purchases from the period beginning February 1, 2013, and ending April 30, 2013, which in this case is \$10,870,571. An Incentive will only apply if GE's Total Purchases for a Contract Period are at least ten percent (10%) greater than GE's Baseline Purchases.
4. The Incentive will apply to GE's incremental Total Purchases over Baseline Purchases based upon the "Growth Rate" and corresponding "Incentive Payout %" set forth as follows:

Growth Rate Over Baseline Purchases	Incentive Payout % on Incremental Total Purchases
10% - 24.99%	3%
25% - 49.99%	5%
>=50%	8%

5. To the extent an Incentive has been earned, within forty-five (45) days after the end of a Contract Period, Grainger will calculate the Incentive and furnish GE at 3135 E. Turnpike, Fairfield, CT 06828 a check in the amount of the Incentive. Grainger will also furnish GE a statement reflecting Total Purchases

**AMENDMENT NUMBER NINE  
TO MAINTENANCE, REPAIR, AND OPERATIONS MATERIALS SUPPLY AGREEMENT  
DATED JUNE 1, 2010  
BY AND BETWEEN  
GENERAL ELECTRIC COMPANY  
AND  
GRAINGER INDUSTRIAL SUPPLY, A DIVISION OF W.W. GRAINGER, INC.**

This Amendment Number Nine ("Amendment") dated November 1, 2013 by and between General Electric Company ("GE") and Grainger Industrial Supply, a division of W.W. Grainger, Inc. ("Grainger").

**WITNESSETH:**

WHEREAS, GE and Grainger executed that certain Maintenance, Repair, And Operations Materials Supply Agreement dated June 1, 2010 (the "Agreement"), amended through Amendment Number One dated June 1, 2011; Amendment Number Two dated July 1, 2011; Amendment Number Three dated October 1, 2011; Amendment Number Four dated January 1, 2012; Amendment Five dated April 1, 2012; Amendment Six dated April 1, 2013; Amendment Seven dated July 1, 2013; and Amendment Eight dated September 1, 2013 (collectively the "Agreement"); and

WHEREAS, GE and Grainger now desire to amend the Agreement:

NOW THEREFORE, in exchange for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Section 1. Term.** The terms of the Agreement is being renewed for a 90 day period through January 31, 2014.
2. **Attachment "F", Sample Worksheet, Rebate Schedule.** The term of the Attachment F will be extended for a 90 day period through January 31, 2014.
3. **Attachment "N", Incremental Growth Incentive Program.** The following provision is hereby added as Attachment N as a three-month Incentive Program

The Agreement remains in full force and effect except as expressly amended hereby to give effect to this Amendment.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment as of the date first above written.

GRAINGER INDUSTRIAL SUPPLY A DIVISION OF W.W. GRAINGER, INC.	GENERAL ELECTRIC COMPANY
Signature: <u>Sue Meybohm</u>	Signature: <u>Edward A. Landry</u>
Name: <u>Sue Meybohm</u>	Name: <u>Edward A. Landry</u>
Title: <u>Senior Corporate Sales Manager</u>	Title: <u>Sourcing Leader - Global Ops</u>
Date: <u>October 25, 2013</u>	Date: <u>October 24, 2013</u>

**EXHIBIT N**  
**INCREMENTAL GROWTH INCENTIVE PROGRAM**  
**General Electric Company - Incentive Effective November 1, 2013 through January 31, 2014**

1. Provided GE achieves the Growth Rates set forth in the table in Section 4 below, Grainger will provide a purchase growth incentive ("Incentive") to GE to be paid for the three (3) month period commencing November 1, 2013, through January 31, 2014 ("Contract Period"), based upon such Growth Rates and the corresponding Incentive percentages.
2. The term "Total Purchases" means the net invoice price of the purchased Product, less freight, taxes, returned Products and credits. Total Purchases shall include those purchases made by GE's participating United States Locations listed on Exhibit C during this Contract Period, excluding purchases made by GE-Hitachi Nuclear Energy Americas LLC in Wilmington, North Carolina ("GE Energy").
3. The term "Baseline Purchases" means GE's Total Purchases from the period beginning November 1, 2012, and ending January 31, 2013, which in this case is **\$10,852,007**. An Incentive will only apply if GE's Total Purchases for a Contract Period are at least ten percent (10%) greater than GE's Baseline Purchases.
4. The Incentive will apply to GE's incremental Total Purchases over Baseline Purchases based upon the "Growth Rate" and corresponding "Incentive Payout %" set forth as follows:

Growth Rate Over Baseline Purchases	Incentive Payout % on Incremental Total Purchases
10% - 24.99%	3%
25% - 49.99%	5%
>=50%	8%

5. To the extent an Incentive has been earned, within forty-five (45) days after the end of a Contract Period, Grainger will calculate the Incentive and furnish GE at **3135 E. Turnpike, Fairfield, CT 06828** a check in the amount of the Incentive. Grainger will also furnish GE a statement reflecting Total Purchases made during the applicable Contract Period, including participating Location totals.

**AMENDMENT NUMBER EIGHT  
TO MAINTENANCE, REPAIR, AND OPERATIONS MATERIALS SUPPLY AGREEMENT  
DATED JUNE 1, 2010  
BY AND BETWEEN  
GENERAL ELECTRIC COMPANY  
AND  
GRAINGER INDUSTRIAL SUPPLY, A DIVISION OF W.W. GRAINGER, INC.**

This Amendment Number Eight ("Amendment") dated **September 1, 2013** by and between General Electric Company ("GE") and Grainger Industrial Supply, a division of W.W. Grainger, Inc. ("Grainger").

**WITNESSETH:**

WHEREAS, GE and Grainger executed that certain Maintenance, Repair, And Operations Materials Supply Agreement dated June 1, 2010 (the "Agreement"), amended through Amendment Number One dated June 1, 2011; Amendment Number Two dated July 1, 2011; Amendment Number Three dated October 1, 2011; Amendment Number Four dated January 1, 2012; Amendment Five dated April 1, 2012; Amendment Six dated April 1, 2013; and Amendment Seven dated July 1, 2013 (collectively the "Agreement"); and

WHEREAS, GE and Grainger now desire to amend the Agreement:

NOW THEREFORE, in exchange for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Section 1, Term.** The terms of the Agreement is being renewed for a 60 day period through October 31, 2013.
2. **Attachment "F", Sample Worksheet, Rebate Schedule.** The term of the Attachment F will be extended for a 60 day period through October 31, 2013.
3. **Attachment "M", Incremental Growth Incentive Program.** The following provision is hereby added as Attachment M as a two-month Incentive Program.

The Agreement remains in full force and effect except as expressly amended hereby to give effect to this Amendment.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment as of the date first above written.

<b>GRAINGER INDUSTRIAL SUPPLY, A DIVISION OF W.W. GRAINGER, INC.</b>	<b>GENERAL ELECTRIC COMPANY</b>
Signature: <u>Sue Meybohm</u>	Signature: <u>Edward Landry</u>
Name: <u>Sue Meybohm</u>	Name: <u>Edward Landry</u>
Title: <u>Senior Corporate Sales Manager</u>	Title: <u>Global Operations</u>
Date: <u>8/23/2013</u>	Date: <u>8/26/2013</u>

**EXHIBIT M**  
**INCREMENTAL GROWTH INCENTIVE PROGRAM**

**General Electric Company - Incentive Effective September 1, 2013 through October 31, 2013**

1. Provided GE achieves the Growth Rates set forth in the table in Section 4 below, Grainger will provide a purchase growth incentive ("Incentive") to GE to be paid for the two (2) month period commencing **September 1, 2013**, through **October 31, 2013** ("Contract Period"), based upon such Growth Rates and the corresponding Incentive percentages.
2. The term "Total Purchases" means the net invoice price of the purchased Product, less freight, taxes, returned Products and credits. Total Purchases shall include those purchases made by GE's participating United States Locations listed on Exhibit C during this Contract Period, excluding purchases made by GE-Hitachi Nuclear Energy Americas LLC in Wilmington, North Carolina ("GE Energy").
3. The term "Baseline Purchases" means GE's Total Purchases from the period beginning September 1, 2012, and ending October 31, 2012, which in this case is **\$7,096,168**. An Incentive will only apply if GE's Total Purchases for a Contract Period are at least ten percent (10%) greater than GE's Baseline Purchases.
4. The Incentive will apply to GE's incremental Total Purchases over Baseline Purchases based upon the "Growth Rate" and corresponding "Incentive Payout %" set forth as follows:

Growth Rate Over Baseline Purchases	Incentive Payout % on Incremental Total Purchases
10% - 24.99%	3%
25% - 49.99%	5%
>=50%	8%

5. To the extent an Incentive has been earned, within forty-five (45) days after the end of a Contract Period, Grainger will calculate the Incentive and furnish GE at **3135 E. Turnpike, Fairfield, CT 06828** a check in the amount of the Incentive. Grainger will also furnish GE a statement reflecting Total Purchases made during the applicable Contract Period, including participating Location totals.

**AMENDMENT NUMBER SEVEN  
TO MAINTENANCE, REPAIR, AND OPERATIONS MATERIALS SUPPLY AGREEMENT  
DATED JUNE 1, 2010  
BY AND BETWEEN  
GENERAL ELECTRIC COMPANY  
AND  
GRAINGER INDUSTRIAL SUPPLY, A DIVISION OF W.W. GRAINGER, INC.**

This Amendment Number Seven ("Amendment") dated July 1, 2013 by and between General Electric Company ("GE") and Grainger Industrial Supply, a division of W.W. Grainger, Inc. ("Grainger").

**WITNESSETH:**

WHEREAS, GE and Grainger executed that certain Maintenance, Repair, And Operations Materials Supply Agreement dated June 1, 2010 (the "Agreement"), amended through Amendment Number One dated June 1, 2011; Amendment Number Two dated July 1, 2011; Amendment Number Three dated October 1, 2011; Amendment Number Four dated January 1, 2012; Amendment Five dated April 1, 2012; and Amendment Six dated April 1, 2013 (collectively the "Agreement"); and

WHEREAS, GE and Grainger now desire to amend the Agreement:

NOW THEREFORE, in exchange for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Section 1, Term.** The terms of the Agreement is being renewed for a 60 day period through August 31, 2013.
2. **Attachment "F", Sample Worksheet, Rebate Schedule.** The term of the Attachment F will be extended for a 60 day period through August 31, 2013.
3. **Attachment "L", Incremental Growth Incentive Program.** The following provision is hereby added as Attachment L as a two-month Incentive Program

The Agreement remains in full force and effect except as expressly amended hereby to give effect to this Amendment.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment as of the date first above written.

GRAINGER INDUSTRIAL SUPPLY A DIVISION OF W.W. GRAINGER, INC.	GENERAL ELECTRIC COMPANY
Signature: <u>Sue Meybohm</u>	Signature: <u>Ron Reed</u>
Name: <u>Sue Meybohm</u>	Name: <u>Ron Reed</u>
Title: <u>Senior Corporate Sales Manager</u>	Title: <u>Corp. Commodity Leader</u>
Date: <u>6/26/2013</u>	Date: <u>6/26/2013</u>

**INCREMENTAL GROWTH INCENTIVE PROGRAM**

**General Electric Company - Incentive Effective July 1, 2013 through August 31, 2013**

1. Provided GE achieves the Growth Rates set forth in the table in Section 4 below, Grainger will provide a purchase growth incentive ("Incentive") to GE to be paid for the two (2) month period commencing July 1, 2013, through August 31, 2013 ("Contract Period"), based upon such Growth Rates and the corresponding Incentive percentages.
2. The term "Total Purchases" means the net invoice price of the purchased Product, less freight, taxes, returned Products and credits. Total Purchases shall include those purchases made by GE's participating United States Locations listed on Exhibit C during this Contract Period, excluding purchases made by GE-Hitachi Nuclear Energy Americas LLC in Wilmington, North Carolina ("GE Energy").
3. The term "Baseline Purchases" means GE's Total Purchases from the period beginning June 1, 2012, and ending July 31, 2012, which in this case is \$6,920,150. An Incentive will only apply if GE's Total Purchases for a Contract Period are at least ten percent (10%) greater than GE's Baseline Purchases.
4. The Incentive will apply to GE's incremental Total Purchases over Baseline Purchases based upon the "Growth Rate" and corresponding "Incentive Payout %" set forth as follows:

Growth Rate Over Baseline Purchases	Incentive Payout % on Incremental Total Purchases
10% - 24.99%	3%
25% - 49.99%	5%
>=50%	8%

5. To the extent an Incentive has been earned, within forty-five (45) days after the end of a Contract Period, Grainger will calculate the Incentive and furnish GE at 3135 E. Turnpike, Fairfield, CT 06828 a check in the amount of the Incentive. Grainger will also furnish GE a statement reflecting Total Purchases made during the applicable Contract Period, including participating Location totals.

AMENDMENT NUMBER SIX  
TO MAINTENANCE, REPAIR, AND OPERATIONS MATERIALS SUPPLY AGREEMENT  
DATED JUNE 1, 2010  
BY AND BETWEEN  
GENERAL ELECTRIC COMPANY  
AND  
GRAINGER INDUSTRIAL SUPPLY, A DIVISION OF W.W. GRAINGER, INC.

This Amendment Number Six ("Amendment") dated **April 1, 2013** by and between General Electric Company ("GE") and Grainger Industrial Supply, a division of W.W. Grainger, Inc. ("Grainger").

**WITNESSETH:**

WHEREAS, GE and Grainger executed that certain Maintenance, Repair, And Operations Materials Supply Agreement dated June 1, 2010 (the "Agreement"), amended through Amendment Number One dated June 1, 2011; Amendment Number Two dated July 1, 2011; Amendment Number Three dated October 1, 2011; Amendment Number Four dated January 1, 2012; and Amendment Five dated April 1, 2012 (collectively the "Agreement"); and

WHEREAS, GE and Grainger now desire to amend the Agreement:

NOW THEREFORE, in exchange for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Section 1, Term.** The terms of the Agreement is being renewed for a 90 day period through June 30, 2013.
2. **Attachment "F", Sample Worksheet, Rebate Schedule.** The term of the Attachment F is being extended for a 90 day period through June 30, 2013.
3. **Attachment "K", Incremental Growth Incentive Program.** The following provision is hereby added as Attachment K as a three-month Incentive Program

The Agreement remains in full force and effect except as expressly amended hereby to give effect to this Amendment.

IN WITNESS WHEREOF, the parties hereto have signed Amendment, or have caused their duly authorized representatives to sign the same, in two (2) original counterparts, as of the date first above written.

GRAINGER INDUSTRIAL SUPPLY  
A DIVISION OF W.W. GRAINGER, INC.

Signature: Sue Meybohm

Name (Print): Sue Meybohm

Title: Senior Corporate Sales Manager

Date: 3/28/2013

GENERAL ELECTRIC COMPANY

Signature: Ron Reed

Name (Print): Ron Reed

Title: Corp. Commodity Leader

Date: 3/28/13

**EXHIBIT K**  
**INCREMENTAL GROWTH INCENTIVE PROGRAM**  
General Electric Company - Incentive Effective April 1, 2013 through June 30, 2013

1. Provided GE achieves the Growth Rates set forth in the table in Section 4 below, Grainger will provide a purchase growth incentive ("Incentive") to GE to be paid for the three (3) month period commencing April 1, 2013, through June 30, 2013 ("Contract Period"), based upon such Growth Rates and the corresponding Incentive percentages.
2. The term "Total Purchases" means the net invoice price of the purchased Product, less freight, taxes, returned Products and credits. Total Purchases shall include those purchases made by GE's participating United States Locations listed on Exhibit C during this Contract Period, excluding purchases made by GE-Hitachi Nuclear Energy Americas LLC in Wilmington, North Carolina ("GE Energy").
3. The term "Baseline Purchases" means GE's Total Purchases from the period beginning April 1, 2012, and ending June 30, 2012, which in this case is **\$9,965,021**. An Incentive will only apply if GE's Total Purchases for a Contract Period are at least ten percent (10%) greater than GE's Baseline Purchases.
4. The Incentive will apply to GE's incremental Total Purchases over Baseline Purchases based upon the "Growth Rate" and corresponding "Incentive Payout %" set forth as follows:

Growth Rate Over Baseline Purchases	Incentive Payout % on Incremental Total Purchases
10% - 24.99%	3%
25% - 49.99%	5%
>=50%	8%

5. To the extent an Incentive has been earned, within forty-five (45) days after the end of a Contract Period, Grainger will calculate the Incentive and furnish GE at **3135 E. Turnpike, Fairfield, CT 06828** a check in the amount of the Incentive. Grainger will also furnish GE a statement reflecting Total Purchases made during the applicable Contract Period, including participating Location totals.

**AMENDMENT NUMBER FIVE  
TO MAINTENANCE, REPAIR, AND OPERATIONS MATERIALS SUPPLY AGREEMENT  
DATED JUNE 1, 2010  
BY AND BETWEEN  
GENERAL ELECTRIC COMPANY  
AND  
GRAINGER INDUSTRIAL SUPPLY, A DIVISION OF W.W. GRAINGER, INC.**

This Amendment Number Five (this "Amendment") dated **April 1, 2012** is by and between General Electric Company ("GE") and Grainger Industrial Supply, a division of W.W. Grainger, Inc. ("Grainger").

**WITNESSETH:**

WHEREAS, GE and Grainger executed that certain Maintenance, Repair, And Operations Materials Supply Agreement dated June 1, 2010 (the "Agreement"), amended through Amendment Number One dated June 1, 2011; Amendment Number Two dated July 1, 2011; Amendment Number Three dated October 1, 2011; and Amendment Number Four dated January 1, 2012 (collectively the "Agreement"); and

WHEREAS, GE and Grainger reserved to themselves the right to amend the Agreement;

WHEREAS, GE and Grainger now desire to amend the Agreement:

NOW THEREFORE, in exchange for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Section 1. Term.** The term of the Agreement is extended for a one (1) year period, commencing **April 1, 2012** through **March 31, 2013** (hereinafter "Term"), with the option to renew up to two (2) times for an additional one (1) year period each time, each upon agreement of both parties, and subject to earlier termination as provided in Section 14. Prior to each renewal, the parties will review the Customer Specific Price List.

2. **Section 3. Scope and Products.** The following shall be added as the second paragraph of Section 3:

*"GE and Grainger may provide for the sale of MRO products by Grainger subsidiaries or affiliates to GE subsidiaries or affiliates in other countries. In such event, the parties will enter into a written agreement to address specific business and legal terms for the sale of MRO products which will, without limitation, (i) identify the applicable buyer and seller subsidiary or affiliate; (ii) specify pricing, discounts, freight terms and other specific business and legal terms as agreed upon by the parties; and (iii) identify the location into which the seller will ship products."*

3. **Section 5.2.** The first sentence of Section 5.2 is replaced with the following:

*"The Product pricing provided herein is based upon the value of GE's anticipated annual aggregate purchases of **\$48,300,000** during the period commencing April 1, 2012 through March 31, 2013."*

4. **Section 5.4.** The second sentence of Section 5.4 is deleted and replaced with the following:

*"The pricing for the CSP Products is set forth in Attachment A, and shall be held firm through the period stated and is subject thereafter to adjustment, with the exception of GE Rare Earth Element Lighting Products or any other product that utilizes Rare Earth elements, whose prices may fluctuate. In the event the price of an individual Product falls below Grainger's cost during the period stated, Grainger reserves the right to revise the price for that Product or remove the Product from Attachment A. Any purchases made under this CSP Program*

*shall not be included in calculating total annual aggregate purchases under any other Program identified in Attachment B.*

5. The following is added as **Section 6.0:**

*"For the avoidance of doubt, all Rebates and Incentives (as hereinafter defined) shall not apply to purchases made under GE-Hitachi Nuclear Energy Americas LLC, Contract #S-965-CAA."*

6. **Section 6.1.** This Section 6.1 is deleted in its entirety and replaced with the following:

*"Grainger will provide a rebate ("Rebate") of one percent (1.0%) to GE on purchase volume for combined GE Company purchases governed by this Agreement for the initial twelve (12) month period of this Agreement, excluding purchase made under GE-Hitachi Nuclear Energy Americas LLC, Contract #S-965-CAA."*

7. **Section 6.2.** Section 6.2, Sections 6.2.1, 6.2.1.1 and Attachment G are deleted in their entirety and replaced with the following:

*"Supplier agrees to provide GE a volume incentive in accordance with the terms specified in Attachment H."*

8. **Section 6.3.2.** The first sentence in this Section is deleted in its entirety and replaced with the following:

*"All sales governed by this Agreement will count toward GE Incentive goal achievement and will count toward GE purchase volume for the Rebate. All Incentives and/or Rebates will be paid on invoices that have been paid and settled by GE."*

9. **Attachment "B" Grainger Product Category & OEM Price List.** For purposes of clarification, the Air Filters Program is deleted from Attachment B.

10. **Attachment "F" Sample Worksheet, Rebate Schedule.** The term of the Attachment F is renewed for the period of April 1, 2012 through March 31, 2013. The provision that reads: "Eligible Purchases do not include Purchases made by GE Energy" should be deleted and replaced with the following:

*"Eligible Purchases do not include Purchases made under GE-Hitachi Nuclear Energy Americas LLC, Contract #S-965-CAA."*

11. **Attachment "H" Incremental Purchase Growth Incentive Program.** The following provision is hereby added as Attachment H as a one (1) year Incentive Program.

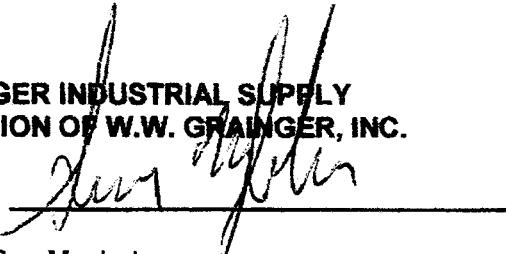
12. **Attachment "I" Non-Disclosure Agreement.** The Mutual Non-Disclosure Agreement attached hereto as Attachment I is added to the Agreement and will remain in effect for the Term. The parties acknowledge and agree that the attached Mutual Non-Disclosure Agreements will suffice for the exchange of confidential information by all GE entities during the Term.

13. **Attachment "J" Supplier Integrity Document.** The Supplier Integrity Document attached hereto as Attachment J will remain in effect for the Term.

The Agreement remains in full force and effect except as expressly amended hereby to give effect to this Amendment.

IN WITNESS WHEREOF, the parties hereto have signed Amendment, or have caused th  
authorized representatives to sign the same, in two (2) original counterparts, as of the date firs  
written.

**GRAINGER INDUSTRIAL SUPPLY**  
**A DIVISION OF W.W. GRAINGER, INC.**

Signed: 

Name: Sue Meybahn

Title: Senior Corporate Sales Manager

Date: 3/29/2012

**GENERAL ELECTRIC COMPANY**

Signed: 

Name: Ron Reed

Title: Corp. Commodity Leader

Date: 29 MAR 2012

**Attachment "A"**  
**Customer Specific Price List**



General Electric CSP  
File

**ATTACHMENT H**

**Incremental Purchase Growth Incentive Program**

A. Provided GE achieves the Growth Rates set forth in the table in Section D below, Grainger will provide a purchase growth incentive to GE to be paid annually ("Incentive") for each Contract Year, based upon such Growth Rates and the corresponding Incentive percentages. The term "Contract Year" means a period of twelve (12) consecutive months within the term of this Agreement, with the first Contract Year commencing on **April 1, 2012**, and subsequent Contract Years commencing on the anniversaries thereof.

B. The term "Total Purchases" means the net invoice price of the purchased Product, less freight, taxes, returned Products and credits. Total Purchases shall include those purchases made by GE's participating United States Locations listed on Exhibit C during this Contract Period, excluding purchases made by GE-Hitachi Nuclear Energy Americas LLC in Wilmington, North Carolina ("GE Energy").

C. The term "Baseline Purchases" means GE's Total Purchases from the period beginning January 1, 2011 and ending December 31, 2011, which in this case is **\$35,000,00**. The term "Current Baseline Purchases" means the annual recalculation of GE's Baseline Purchases from the most recent Contract Year. The Incentive will be available, and Current Baseline Purchases recalculated, provided GE's Total Purchases for the most recent Contract Year are at least **\$35,000,000**. An Incentive will only apply if GE's Total Purchases for a Contract Year are at least ten percent (10%) greater than GE's Baseline Purchases or Current Baseline Purchases, as the case may be.

D. The Incentive will apply to GE's incremental Total Purchases over Baseline Purchases or over Current Baseline Purchases (as the case may be) based upon the "Growth Rate" and corresponding "Incentive Payout %" set forth as follows:

Growth Rate Over Baseline Purchases or Current Baseline Purchases	Incentive Payout % on Incremental Total Purchases
48.3-54.99M	3%
55-64.99M	6%
>= 65M	7%

E. To the extent an Incentive has been earned, within forty-five (45) days after the end of a Contract Year, Grainger will calculate the Incentive and furnish GE at **3135 Easton Turnpike, Fairfield, CT 06828**, a check in the amount of the Incentive. Grainger will also furnish GE a statement reflecting Total Purchases made during the applicable Contract Year, including participating Location totals.

F. To the extent that GE's outstanding accounts payable to Grainger are thirty (30) days past due, any Incentive earned by GE will be credited towards GE's past due accounts payable. Any remaining balance of the Incentive will be sent to GE as described in Section E above. In such event, Grainger will send GE a statement detailing outstanding balances and credits made towards their account.

## ATTACHMENT I

### MUTUAL NON-DISCLOSURE AGREEMENT

1. In connection with discussions between Grainger Industrial Supply, a division of W.W. Grainger, Inc. ("Company") and the GE Energy business of General Electric Company ("GE"), with respect to a transaction involving the purchase and/or sale of goods and/or services (the "Transaction"), each party (as to information disclosed by it, the "Disclosing Party") is prepared to furnish the other party (as to information received by it, the "Receiving Party") with certain confidential and proprietary information. "Confidential Information" as used in this agreement (the "Agreement") shall mean all such information that is or has been disclosed by the Disclosing Party or its Affiliates (defined below): (i) in writing or by email or other tangible electronic storage medium and is clearly marked "Confidential" or "Proprietary"; or (ii) orally or visually, and then followed within ten (10) working days thereafter with a disclosure complying with the requirements of clause (i) above. Confidential Information also includes, but is not limited to, personal data as defined in this Agreement or by applicable law, whichever is broader, and personal data shall not be required to be marked "Confidential" or "Proprietary" to be treated as Confidential Information under this Agreement. As used in this Agreement, "personal data" means any information relating: (i) to an identified; or (ii) to a directly or indirectly identifiable, natural person. All other information shall be deemed to be non-confidential. As used in this Agreement, an "Affiliate" with respect to a party means any entity (including without limitation any individual, corporation, company, partnership, limited liability company or group) that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such party.
2. The Receiving Party agrees, except as required by law, to: (i) protect the confidentiality of the other party's Confidential Information in whatever form maintained, including any notes, summaries, reports, analyses or other material derived by the Receiving Party, its Affiliates, or its or their Authorized Parties (defined below), in whole or in part, from the Confidential Information (collectively, "Notes"); (ii) use the Confidential Information and Notes only for the purposes of evaluating a possible Transaction and the terms thereof; (iii) use the same degree of care as with its own confidential information, which shall be at least a reasonable standard of care, to prevent disclosure of the Confidential Information and Notes, except to its Affiliates, and its or their officers, directors, employees, agents, advisors, representatives, service providers, consultants and/or subcontractors (collectively, "Authorized Parties"), solely to the extent necessary to permit them to assist the Receiving Party in evaluating the Transaction; and (iv) not disclose to persons (other than those described in clause (iii) above) that the Confidential Information has been made available, that the Receiving Party is considering a possible Transaction or that the parties have had or are having discussions or negotiations with respect thereto. The Receiving Party further agrees that prior to disclosing any Confidential Information to its Affiliates, or its or their Authorized Parties, as allowed hereunder, such Affiliates and/or Authorized Parties will be advised of the confidential nature of the Confidential Information, provided a copy of this Agreement and directed to abide by its terms. The Receiving Party agrees to be responsible for any breach of this Agreement by it, its Affiliates, or its or their Authorized Parties. Each party acknowledges that money damages may not be a sufficient remedy for any breach of this Agreement. Accordingly, in the event of any such breach, in addition to any other remedies at law or in equity that a party may have, it shall be entitled to seek equitable relief, including injunctive relief or specific performance or both (although neither party shall be entitled to any special, consequential, indirect, punitive or exemplary damages as a result of a breach of this Agreement, whether a claim is asserted in contract, tort, or otherwise). Obligations in this Section 1 regarding Confidential Information shall, with respect to each disclosure of Confidential Information hereunder, continue for three (3) years from the date of each disclosure of Confidential Information. Nothing herein is intended to limit or abridge the protection of trade secrets under applicable trade secrets law, and trade secrets shall be maintained as such until they fall into the public domain.
3. This Agreement shall be inoperative as to particular portions of the Confidential Information disclosed by the Disclosing Party if such information: (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, its Affiliates, or its or their Authorized Parties; (ii) was available on a non-confidential basis prior to its disclosure to the Receiving Party; (iii) is or becomes available to the Receiving Party, its Affiliates, or its or their Authorized Parties on a non-confidential basis from a source other than the Disclosing Party when such source is not, to the best of the Receiving Party's knowledge, subject to a confidentiality obligation with the Disclosing Party; or (iv) was independently developed by the Receiving Party, its Affiliates, or its or their Authorized Parties, without reference to the Confidential Information, and the Receiving Party can verify the development of such information by written documentation.
4. If either party decides not to proceed with a Transaction, it will promptly inform the other party of that decision. In addition, the Disclosing Party may elect at any time by notice to the Receiving Party to terminate further access to and such party's review of the Confidential Information. In any such case or upon any other termination of this Agreement, the Receiving Party will immediately: (i) return all Confidential Information disclosed to it and (ii) destroy, with such destruction to be certified by the Receiving Party, all Notes, without retaining any copy thereof. No such termination of the Agreement or return or destruction of the Confidential Information or Notes will affect the confidentiality obligations of the Receiving Party, its Affiliates, or its or their Authorized Parties, all of which will continue in effect as provided in this Agreement.

5. Each party shall retain ownership of all Confidential Information and intellectual property it had prior to commencement of the discussions and evaluation referred to in this Agreement. Nothing in this Agreement shall be deemed to grant a license directly or by implication, estoppel or otherwise, although the parties may provide for such a license in an express written agreement.

6. If either party or any of their respective Affiliates or Authorized Parties is requested or required, by interrogatories, subpoena or similar legal process, to disclose any Confidential Information or Notes, such party agrees to provide the Disclosing Party with prompt notice of each such request, to the extent practicable, so that the Disclosing Party may seek an appropriate protective order, waive compliance by the Receiving Party with the provisions of this Agreement, or both. If, absent the entry of a protective order or receipt of a waiver, the Receiving Party is, in the opinion of its counsel, legally compelled to disclose such Confidential Information or Notes, the Receiving Party may disclose such Confidential Information or Notes to the persons and to the extent required without liability under this Agreement and will use its best efforts to obtain confidential treatment for any Confidential Information or Notes so disclosed.

7. This Agreement contains the entire understanding between the parties relating to the subject matter contained herein, and supersedes all prior and collateral communication, reports and understandings between the parties relating thereto. This Agreement is not intended as a teaming, joint venture or other such arrangement. No change, modification or addition to or waiver of any provision of this Agreement shall be binding unless in writing and signed by authorized representatives of both parties. Except as provided herein, the parties agree that any disclosures contemplated hereunder, and any discussions or communications between the parties relating thereto, shall not restrict either party's right to take whatever future actions such party unilaterally determines to be in its best interests, including the right to discontinue discussions with the other party at anytime or to undertake similar discussions or to enter into agreements or relationships with third parties covering subjects related to the matters covered herein. All provisions of this Agreement are severable, and if any provision or part thereof is deemed invalid or otherwise unenforceable, then such term shall be construed to reflect the closest lawful interpretation of the parties' original intent, and the remaining provisions of this Agreement shall remain valid, enforceable and binding. This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any facsimile transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any facsimile transmission of any signature of a party shall be deemed an original and shall bind such party. The Receiving Party shall notify the Disclosing Party immediately upon discovery of any loss, unauthorized disclosure or use of the Confidential Information and/or Notes or any other breach of this Agreement by the Receiving Party, its Affiliates, or its or their Authorized Parties. In any such event, the Receiving Party shall help the Disclosing Party in every reasonable way to regain possession of the Confidential Information and/or Notes and shall prevent any further unauthorized disclosure or use. This Agreement will be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except for the foregoing, neither party may assign this Agreement or any of their rights and obligations hereunder or delegate the performance thereof to a third party without the prior written consent of the other party. Except as stated herein, nothing in this Agreement is intended to confer any benefit to any third party or any right to enforce any term of this Agreement. Any failure by a party hereto to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of that party's right to subsequently enforce such provision or any other provision of this Agreement.

8. GE and Company each agree to take such measures as may be necessary to ensure that the disclosure of Confidential Information complies with any export control laws which may govern such disclosure. The Receiving Party represents and warrants that no technical data it receives in conjunction with the Confidential Information that is subject to the export control laws of the United States of America ("U.S.") shall be exported from the U.S. or re-exported from any other country without first complying with all export control laws and regulations of the U.S. Government, including without limitation the requirement for obtaining any export license, if applicable. The Receiving Party shall indemnify and hold the Disclosing Party harmless from all claims, demands, damages, costs, fines, penalties, attorney's fees and all other expenses arising from its, its Affiliates, or its or their Authorized Parties failure to comply with this clause and/or applicable export control laws and regulations.

9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, U.S.A., excluding its conflict of laws rules.

This Agreement shall commence on the date last signed below.

Company

Signature:

Print or type Name: Sue Meybourn  
Title: SE - Corporate Sales Manager

Date: 3/19/2012

General Electric Amend 5  
3-28-12bc

GE

Signature:

Print or type Name: Ron Reed  
Title: Corp. Commodity Leader

Date: 29 MAR 2012

W. W. Grainger, Inc. Proprietary Confidential

**ATTACHMENT J**  
**SUPPLIER INTEGRITY DOCUMENT**

## GE Energy

March 11, 2008

Dear Supplier:

For well over a century, General Electric Company, its businesses and its people have created an asset of incalculable value – the Company's worldwide reputation for Integrity and high standards of business conduct. That reputation, built by so many people over so many years, rides on each business transaction we make. The actions of our suppliers directly impact our reputation and customer relationships. GE Energy's quest for competitive excellence begins and ends with its unyielding commitment to ethical conduct.

Each employee in the GE Energy community is expected to make a personal commitment to Integrity; it is the only way GE Energy will do business. We also expect and require high ethical conduct from all of our suppliers. Your strong commitment in this regard is a requirement for being a GE Energy supplier and is the foundation for our mutually beneficial business relationship.

To ensure that you, your employees and your representatives fully understand GE Energy's unyielding commitment to Integrity and our expectations for ethical business conduct by GE Energy suppliers, we are enclosing for your review a copy of the GE Energy Integrity Guide for Suppliers, Contractors and Consultants. We ask that you carefully review the Guide, including but not limited to the section, Responsibilities of GE Suppliers. We ask that you make the Guide available to your employees and representatives. To confirm your commitment to Integrity as a GE Energy supplier, please sign the enclosed Supplier Integrity Commitment and return it to the GE Energy sourcing representative who gave it to you.

Thank you for sharing our commitment to unyielding Integrity. Your commitment to and compliance with the high ethical standards for GE Energy suppliers described in the *Guide* is an essential and mandatory part of our business relationship. If you have any questions on this subject, please do not hesitate to contact the undersigned, any GE Energy employee you work with or any of the Company Compliance Helplines identified in the *Guide*.

Very truly yours,



Lawrence K. Blystone  
Vice President  
Global Supply Chain Management



Jody Markopoulos  
Vice President  
Global Sourcing

**GE ENERGY**  
**SUPPLIER INTEGRITY COMMITMENT**

The undersigned ("Supplier") hereby acknowledges and agrees for the benefit of General Electric Company and its GE Energy Business:

- (1) Supplier has been provided a copy of the **GE Energy Integrity Guide for Suppliers, Contractors and Consultants** (the "Guide").
- (2) Senior management including the undersigned representative of Supplier has carefully reviewed the **Guide**, especially the section, **Responsibilities of GE Suppliers**.
- (3) Supplier has reviewed the **Guide** with its suppliers and subcontractors, if any.
- (4) Supplier and its employees and representatives are committed to unyielding integrity and agree to comply with the integrity standards set forth in the section of the **Guide** entitled "**Responsibilities of GE Suppliers**", including as they relate to Supplier's dealings with GE Energy, any goods or services being provided, conveyed or sold by Supplier to GE Energy or any work being performed by Supplier for or on behalf of GE Energy.
- (5) These obligations and undertakings of Supplier are in addition to and do not modify or amend any obligations or commitments of Supplier in any GE Energy purchase order or other written agreement between the parties.

Acknowledged and agreed by Supplier's authorized representative on 3/29/2013

W.W.Grainger, Inc. ("Supplier")

Signature: Sue Meybom

Print Name: Sue Meybom

Title: Sr. Corporate Sales Mgr.

Company Address:

WW Grainger

100 Grainger Parkway

Lake Forest, IL

60045-5201

**AMENDMENT NUMBER FOUR  
TO MAINTENANCE, REPAIR, AND OPERATIONS MATERIALS SUPPLY AGREEMENT  
DATED JUNE 1, 2010  
BY AND BETWEEN  
GENERAL ELECTRIC COMPANY  
AND  
GRAINGER INDUSTRIAL SUPPLY, A DIVISION OF W.W. GRAINGER, INC.**

This Amendment Number Four (this "Amendment") dated **January 1, 2012** by and between General Electric Company ("GE") and Grainger Industrial Supply, a division of W.W. Grainger, Inc. ("Grainger").

**WITNESSETH:**

WHEREAS, GE and Grainger executed that certain Maintenance, Repair, And Operations Materials Supply Agreement dated June 1, 2010 (the "Agreement"), amended through Amendment Number One dated June 1, 2011; amended through Amendment Number Two dated July 1, 2011 and amended through Amendment Number Three dated October 1, 2011 (collectively the "Agreement"); and

WHEREAS, GE and Grainger reserved to themselves the right to amend the Agreement;

WHEREAS, GE and Grainger now desire to amend the Agreement:

NOW THEREFORE, in exchange for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Section 1. Term.** The terms of the Agreement is being renewed for a 90 day period through March 31, 2012.
2. **Attachment "F", Sample Worksheet, Rebate Schedule.** The term of the Attachment F is being renewed for a 90 day period through March 31, 2012.
3. **Attachment "J", Incremental Growth Incentive Program.** The following provision is hereby added as Attachment J as a three-month Incentive Program

The Agreement remains in full force and effect except as expressly amended hereby to give effect to this Amendment.

IN WITNESS WHEREOF, the parties hereto have signed Amendment, or have caused their duly authorized representatives to sign the same, in two (2) original counterparts, as of the date first above written.

**GRAINGER INDUSTRIAL SUPPLY A DIVISION  
OF W.W. GRAINGER, INC.**

Signed: Sue Meybohm

Name: Sue Meybohm

Title: Senior Corporate Sales Manager

Date: 12/16/2011

**GENERAL ELECTRIC COMPANY**

Signed: Ron Reed

Name: Ron Reed

Title: Corp. Commodity Leader

Date: 16 DEC 2011

**Incremental Growth Incentive Program**  
**General Electric Company - Incentive Effective January 1, 2012 through March 31, 2012**

- A. Provided GE achieves the Growth Rates set forth in the table in Section D below, Seller will provide a purchase growth incentive ("Incentive") to GE to be paid for the three (3) month period commencing January 1, 2012, through March 31, 2012 ("Contract Period"), based upon such Growth Rates and the corresponding Incentive percentages.
- B. The term "Total Purchases" means the net invoice price of the purchased Product, less freight, taxes, returned Products and credits. Total Purchases shall include those purchases made by GE's participating United States Locations listed on Exhibit C during this Contract Period, excluding purchases made by GE-Hitachi Nuclear Energy Americas LLC in Wilmington, North Carolina ("GE Energy").
- C. The term "Baseline Purchases" means Buyer's Total Purchases from the period beginning January 1, 2011, and ending March 31, 2011, which in this case is \$7,718,656. An Incentive will only apply if GE's Total Purchases for a Contract Period are at least ten percent (10%) greater than GE's Baseline Purchases.
- D. The Incentive will apply to GE's incremental Total Purchases over Baseline Purchases based upon the "Growth Rate" and corresponding "Incentive Payout %" set forth as follows:

Growth Rate Over Baseline Purchases	Enter Payout %
10% - 19.9%	3%

- E. To the extent an Incentive has been earned, within forty-five (45) days after the end of a Contract Period, Grainger will calculate the Incentive and furnish GE at **3135 E. Turnpike, Fairfield, CT 06828** a check in the amount of the Incentive. Grainger will also furnish GE a statement reflecting Total Purchases made during the applicable Contract Period, including participating Location totals.

**AMENDMENT NUMBER THREE  
TO MAINTENANCE, REPAIR, AND OPERATIONS MATERIALS SUPPLY AGREEMENT  
DATED JUNE 1, 2010  
BY AND BETWEEN  
GENERAL ELECTRIC COMPANY  
AND  
GRAINGER INDUSTRIAL SUPPLY, A DIVISION OF W.W. GRAINGER, INC.**

This Amendment Number Three (this "Amendment") dated October 1, 2011 by and between General Electric Company ("GE") and Grainger Industrial Supply, a division of W.W. Grainger, Inc. ("Grainger").

**WITNESSETH:**

WHEREAS, GE and Grainger executed that certain Maintenance, Repair, And Operations Materials Supply Agreement dated June 1, 2010 (the "Agreement"), amended through Amendment Number One dated June 1, 2011 and amended through Amendment Number Two dated July 1, 2011 (collectively the "Agreement"); and

WHEREAS, GE and Grainger reserved to themselves the right to amend the Agreement;

WHEREAS, GE and Grainger now desire to amend the Agreement:

NOW THEREFORE, in exchange for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Section 1. Term.** The terms of the Agreement is being renewed for a 90 day period through December 31, 2011.
2. **Attachment "F", Sample Worksheet, Rebate Schedule.** The term of the Attachment F is being renewed for a 90 day period through December 31, 2011.
3. **Attachment "I", Incremental Growth Incentive Program.** The following provision is hereby added as Attachment I as a three-month Incentive Program
4. **Attachment "B".** Due to the Minimum Annual Purchase Requirements not being met, the Air Filter Program listed in Attachment B, no longer applies to GE's purchases and is hereby deleted.

The Agreement remains in full force and effect except as expressly amended hereby to give effect to this Amendment.

IN WITNESS WHEREOF, the parties hereto have signed Amendment, or have caused their duly authorized representatives to sign the same, in two (2) original counterparts, as of the date first above written.

**GRAINGER INDUSTRIAL SUPPLY A DIVISION  
OF W.W. GRAINGER, INC.**

Signed: Sue Meybohm

Name: Sue Meybohm

Title: Senior Corporate Sales Manager

Date: 9/28/2011

**GENERAL ELECTRIC COMPANY**

Signed: R. Reed

Name: Ron Reed

Title: Corp. Commodity Leader

Date: 26 Sept 2011

**Incremental Growth Incentive Program**

**General Electric Company - Incentive Effective October 1, 2011 through December 31, 2011**

- A. Provided GE achieves the Growth Rates set forth in the table in Section D below, Seller will provide a purchase growth incentive ("Incentive") to GE to be paid for the three (3) month period commencing October 1, 2011, through December 31, 2011 ("Contract Period"), based upon such Growth Rates and the corresponding Incentive percentages.
- B. The term "Total Purchases" means the net invoice price of the purchased Product, less freight, taxes, returned Products and credits. Total Purchases shall include those purchases made by GE's participating United States Locations listed on Exhibit C during this Contract Period, excluding purchases made by GE-Hitachi Nuclear Energy Americas LLC in Wilmington, North Carolina ("GE Energy").
- C. The term "Baseline Purchases" means Buyer's Total Purchases from the period beginning October 1, 2010, and ending December 31, 2010, which in this case is \$6,915,547. An Incentive will only apply if GE's Total Purchases for a Contract Period are at least ten percent (10%) greater than GE's Baseline Purchases.
- D. The Incentive will apply to GE's incremental Total Purchases over Baseline Purchases based upon the "Growth Rate" and corresponding "Incentive Payout %" set forth as follows:

Growth Rate Over Baseline Purchases	Enter Payout %
10% - 19.9%	3%

- E. To the extent an Incentive has been earned, within forty-five (45) days after the end of a Contract Period, Grainger will calculate the Incentive and furnish GE at 3135 E. Turnpike, Fairfield, CT 06828 a check in the amount of the Incentive. Grainger will also furnish GE a statement reflecting Total Purchases made during the applicable Contract Period, including participating Location totals.

**AMENDMENT NUMBER TWO  
TO MAINTENANCE, REPAIR, AND OPERATIONS MATERIALS SUPPLY AGREEMENT  
DATED JUNE 1, 2010  
BY AND BETWEEN  
GENERAL ELECTRIC COMPANY  
AND  
GRAINGER INDUSTRIAL SUPPLY, A DIVISION OF W.W. GRAINGER, INC.**

This Amendment Number Two ("Amendment No. 2") is made and entered into this **1st day of July 2011** by and between General Electric Company ("GE") and Grainger Industrial Supply, a division of W.W. Grainger, Inc. ("Grainger").

**WITNESSETH:**

WHEREAS, GE and Grainger executed that certain Maintenance, Repair, And Operations Materials Supply Agreement dated June 1, 2010 (the "Agreement"), and amended through Amendment No. 1 dated June 1, 2011 (collectively the "Agreement");

WHEREAS, GE and Grainger reserved to themselves the right to amend the Agreement;

WHEREAS, GE and Grainger now desire to amend the Agreement:

NOW THEREFORE, in exchange for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Section 1, Term.** The initial terms of the Agreement is being renewed for a 90 day period through September 30, 2011.
2. **Attachment "F", Sample Worksheet, Rebate Schedule.** The term of the Attachment F is being renewed for a 90 day period through September 30, 2011.
3. **Attachment "H", Incremental Growth Incentive Program.** The following provision is hereby added as Attachment H as a four-month Incentive Program

The Agreement remains in full force and effect except as expressly amended hereby to give effect to this Amendment No. 2.

IN WITNESS WHEREOF, the parties hereto have signed Amendment No. 2 to the Agreement, or have caused their duly authorized representatives to sign the same, in two (2) original counterparts, as of the day and year first above written.

**GRAINGER INDUSTRIAL SUPPLY A DIVISION  
OF W.W. GRAINGER, INC.**

Signed: Sue Meybohm

Name: Sue Meybohm

Title: Senior Corporate Sales Manager

Date: 6/30/2011

**GENERAL ELECTRIC COMPANY**

Signed: Ron Reed

Name: Ron Reed

Title: Corp. Commodity Leader

Date: 7/1/11

**Exhibit H**  
**Incremental Growth Incentive Program**  
**General Electric Company - Incentive Effective June 1, 2011 through September 30, 2011**

- A. Provided GE achieves the Growth Rates set forth in the table in Section D below, Seller will provide a purchase growth incentive ("Incentive") to GE to be paid for the four (4) month period commencing June 1, 2011, through September 30, 2011 ("Contract Period"), based upon such Growth Rates and the corresponding Incentive percentages.
- B. The term "Total Purchases" means the net invoice price of the purchased Product, less freight, taxes, returned Products and credits. Total Purchases shall include those purchases made by GE's participating United States Locations listed on Exhibit C during this Contract Period, excluding purchases made by GE-Hitachi Nuclear Energy Americas LLC in Wilmington, North Carolina ("GE Energy").
- C. The term "Baseline Purchases" means Buyer's Total Purchases from the period beginning June 1, 2010, and ending September 30, 2010, which in this case is \$10,094,989. An Incentive will only apply if GE's Total Purchases for a Contract Period are at least ten percent (10%) greater than GE's Baseline Purchases.
- D. The Incentive will apply to GE's incremental Total Purchases over Baseline Purchases based upon the "Growth Rate" and corresponding "Incentive Payout %" set forth as follows:

Growth Rate Over Baseline Purchases	Enter Payout %
10% - 19.9%	3%

E. To the extent an Incentive has been earned, within forty-five (45) days after the end of a Contract Period, Grainger will calculate the Incentive and furnish GE at 3135 E. Turnpike, Fairfield, CT 06828 a check in the amount of the Incentive. Grainger will also furnish GE a statement reflecting Total Purchases made during the applicable Contract Period, including participating Location totals.

F. To the extent that GE's outstanding accounts payable to Grainger are thirty (30) days past due, any Incentive earned by GE will be credited towards GE's past due accounts payable. Any remaining balance of the Incentive will be sent to GE as described in Section E above. In such event, Grainger will send GE a statement detailing outstanding balances and credits made towards their account.

AMENDMENT NUMBER ONE  
TO MAINTENANCE, REPAIR, AND OPERATIONS MATERIALS SUPPLY AGREEMENT  
DATED JUNE 1, 2010  
BY AND BETWEEN  
GENERAL ELECTRIC COMPANY  
AND  
GRAINGER INDUSTRIAL SUPPLY, A DIVISION OF W.W. GRAINGER, INC.

This Amendment Number One ("Amendment No. 1") is made and entered into this **1st day of June 2011** by and between General Electric Company ("GE") and Grainger Industrial Supply, a division of W.W. Grainger, Inc. ("Grainger").

**WITNESSETH:**

WHEREAS, GE and Grainger executed that certain Maintenance, Repair, And Operations Materials Supply Agreement dated June 1, 2010 (the "Agreement");

WHEREAS, GE and Grainger reserved to themselves the right to amend the Agreement;

WHEREAS, GE and Grainger now desire to amend the Agreement:

NOW THEREFORE, in exchange for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Section 1, Term.** The initial terms of the Agreement is being renewed for a 30 day period through June 30, 2011.
2. **Attachment "F", Sample Worksheet, Rebate Schedule.** The initial terms of the Attachment "F" is being renewed for a 30 day period through June 30, 2011.
3. **Attachment "G", Sample Worksheet, Incentive Schedule.** The initial term of this Attachment will not be extended for this 30 day extension period.

The Agreement remains in full force and effect except as expressly amended hereby to give effect to this Amendment No. 1.

IN WITNESS WHEREOF, the parties hereto have signed Amendment No. 1 to the Agreement, or have caused their duly authorized representatives to sign the same, in two (2) original counterparts, as of the day and year first above written.

GRAINGER INDUSTRIAL SUPPLY, A DIVISION  
OF W.W. GRAINGER, INC.

Signed: Sue Meybohm  
Name: Sue Meybohm  
Title: Senior Corporate Sales Manager  
Date: 5/26/2011

GENERAL ELECTRIC COMPANY

Signed: R. Reed  
Name: R. Reed  
Title: Corp. commodity manager  
Date: 5/26/2011

**General Electric**  
3135 Easton Turnpike  
Fairfield, CT 06828

Grainger Industrial Supply,  
a division of W.W. Grainger, Inc.  
100 Grainger Parkway  
Lake Forest, IL 60045-5201  
Attn: Charles Williams

**Re: Maintenance, Repair, and Operations Materials Supply Agreement**

This Agreement documents the terms of a new supply agreement ("Agreement") pursuant to which Grainger Industrial Supply, a division of W.W. Grainger, Inc. ("Grainger") shall supply maintenance, repair and operations materials from its General Catalog ("Products") to the General Electric Company ("GE"). "General Catalog" shall mean the then current version of Grainger's paper catalog and Internet catalog found at [www.grainger.com](http://www.grainger.com).

**1. Term**

The initial term of this Agreement is one (1) year, effective June 1, 2010 through May 31, 2011, with the option to renew up to two (2) times for an additional one (1) year period each time, each upon agreement of both parties, and subject to earlier termination as provided in Section 14 below ("Term").

**2. Supplier Designation**

GE designates Grainger as the "Approved Supplier" of General Grainger catalog MRO material for all GE Business Units and Facilities (as defined below). Also GE designates Grainger as the "Preferred Supplier" of material handling Products, janitorial and sanitary (Jan/San) Products. Grainger will be named "Preferred Supplier" for any other types of Products categories awarded to Grainger by GE Corporate Sourcing during the Term of the Agreement.

**3. Scope and Products**

This Agreement shall apply to the purchase by all GE business units ("Business Units"), subsidiaries, affiliates, and joint ventures of Products used by GE plants, distribution centers, other GE facilities ("Facilities"), and GE integrated suppliers or procurement agents buying solely on GE's behalf. It applies to the 50 United States and Puerto Rico. Export orders are strictly subject to Grainger's Export Sales, Freight, and Warranty Terms and Conditions incorporated herein by reference, and available to GE upon request or online at [www.grainger.com](http://www.grainger.com) under "Terms of Purchase". GE represents and warrants that it has the legal right to contract and incur obligations on behalf of those locations set forth on Attachment C. GE agrees to update Attachment C on an annual basis to delete any location which ceases to be a business unit, subsidiary, affiliate, or joint venture and to add new locations, notwithstanding the foregoing, GE may add a location to Attachment C at any time. Grainger reserves the right at any time, in its discretion, to restrict any GE location from purchasing under this Agreement if such location (i) is not a wholly-owned subsidiary, business unit, affiliate, or joint venture of

which GE maintains greater than a thirty-three (33) percent equity stake; (ii) is a location outside the United States; or (iii) is an Internet marketplace or related entity.

#### **4. Supply-Volume Guarantees**

During the Term of this Agreement, GE agrees to purchase Products from Grainger and Grainger agrees to supply Products to GE. While GE will encourage Facilities to purchase Products from Grainger through employee education efforts and a portal to [www.grainger.com](http://www.grainger.com) from the GE general supplier intranet site, this Agreement in no way obligates GE to purchase a minimum amount of Products from Grainger. If a Facility finds a lower price at another supplier or continues to use other suppliers because Grainger's contract pricing is found to be non-competitive, Grainger will use its best efforts to secure supplier supported pricing to meet the competitive prices identified by the evaluation.

#### **5. Price**

- 5.1. The parties hereto agree to provide a single GE-wide, consistent pricing structure for all GE business units and affiliates.
- 5.2. The Product pricing provided herein is based upon the value of GE's anticipated annual aggregate purchases of Products, specifically \$32,000,000 during the initial twelve (12) month period of this Agreement. The Parties acknowledge and agree that the foregoing amount shall not be deemed or interpreted to be a required minimum purchase amount. However, in the event GE's aggregate purchases of Products for the initial twelve (12) month period fails to reach the applicable level, the Parties shall review the Product pricing structure and negotiate in good faith with respect to any modification of such pricing structure. Any such modification to the pricing structure must be in writing and mutually agreed to by the Parties. The modified Product pricing structure shall affect future purchases and shall be commensurate with GE's actual purchases.
- 5.3. Grainger will extend to GE the following three categories of pricing, elaborated in paragraphs 5.4 and 5.5 below.
  - 5.3.1. **Attachment A** -- Customer Specific Pricing ("CSP"): Grainger agrees to sell to GE the Products listed in Attachment A at the prices set forth in Attachment A, and in accordance with the terms and conditions of Section 5.4 hereof.
  - 5.3.2. **Attachment B** – Deep discounts by Grainger Product Category. Applies to categories listed on Attachment B.
  - 5.3.3. **Remaining Grainger Catalog Items**: Applies to all remaining Grainger Catalog items sold by Grainger in the General Catalog not listed on Attachment A or Attachment B.

##### **5.4. CSP Products ("Attachment A"):**

The CSP Products are listed and attached as Attachment A. The pricing for the CSP Products is set forth in Attachment A, shall be held firm through the dates set forth therein, and is subject thereafter to annual adjustments (should the Term be extended in accordance with Section 1 hereof).

- 5.4.1. **Managing Status of CSP Products.** Grainger's General Catalog is published on an annual basis and is in effect from time to time during the Term and subject to change. Grainger normally accepts price changes from its suppliers on February 1st, May 1st, and August 1st of each calendar year (each such period between the foregoing dates shall be referred to as a "Pricing Period"). Grainger and GE will work together each Pricing Period to manage the CSP Products throughout the Term. The status of CSP Products will be determined based on the frequency of CSP Product purchases by GE during each Pricing Period. Accordingly, the parties will review GE's CSP Product purchases each Pricing Period to (a) remove CSP Products from Attachment A that have not been purchased more than three (3) times in a Pricing Period by GE through multiple Business Units, and (b) add Products to Attachment A that have been purchased more than three (3) times in a Pricing Period by GE through multiple Business Units.
  - 5.4.2. **Eligibility and Discontinuation of CSP Products.** The parties recognize and understand that certain Products are not eligible to be included as CSP Products due to commodity classification and other considerations, or may be removed from Attachment A due to discontinuation by the CSP Product manufacturer. The parties will adjust, as necessary, Attachment A, based on their review and mutual agreement each Pricing Period.
  - 5.4.3. **Additional Considerations for CSP Products.** In the event that GE identifies an item on Attachment A that GE can purchase at a lower cost through another vendor, GE may request that Grainger conduct a price match review. Grainger will use its commercially reasonable efforts to match the competitor's price.
- 5.5. **Remaining Grainger Catalog Items:** Grainger's General Catalog shows a Grainger General Catalog "each" price for Products. This Agreement provides GE's, with the following discount structure for Products:
  - 5.5.1. Discounts and pricing for special programs are identified and included in Attachment B "Grainger Product Category Price List."
  - 5.5.2. Prices and discounts are applicable to the contiguous United States only. Export pricing may vary. Pricing for locations in Puerto Rico is based on the pricing within this agreement but is subject to an additional cost of an upcharge for freight and handling, as well as excise and other appropriate required tax charges.
  - 5.5.3. For all items not included in the CSP or within Attachment B a discount of eleven percent (11%) is given off of Seller's Catalog "each" price for Products. In all cases, Grainger's prices will be those in effect at the time of purchase. Current pricing and discounts may be found at [www.grainger.com](http://www.grainger.com). Grainger reserves the right to correct publishing errors.

- 5.6. **Sourced Items:** Items outside of Grainger's normal supply base will be available through Grainger Sourcing ("Sourced Items"). Spot-buy purchases in this category will be priced at market competitive prices (e.g., suggested manufacturer list price).
- 5.6.1. Additional Terms and Conditions for Sourced Items, described in Attachment E, shall govern the purchase of Sourced Items.
- 5.7. **Third Party Pricing:** Grainger will make a good faith effort to adhere to all GE negotiated third party pricing, unless Grainger is willing to provide lower prices for exact match items.
- 5.7.1. GE will identify OEMs who have contracted special pricing for GE, and Grainger will provide distribution to GE at the contracted special pricing plus a mutually agreed upon handling fee.
- 5.7.2. Potential third party OEMs may include but are not limited to product lines of 3M, St. Gobain, Carboloy, and Kennametal.
- 5.8. **Integrated Suppliers:** Grainger will extend GE-specific pricing to all GE Integrated Suppliers for GE-only usage GE agrees to notify Grainger promptly should such agency authorization cease. Upon extending GE-specific pricing to a GE Integrated Supplier, a separate Grainger account number will be established for each location supported by a GE Integrated Supplier for the purposes of tracking the purchases/sales volume and will be counted towards GE's total purchasing volume with Grainger.

## **6. Rebate and Incentive Program**

- 6.1. Grainger will provide a rebate ("Rebate") of one percent (1.0%) to GE on purchase volume for combined GE Company purchases governed by this Agreement for the initial twelve (12) month period of this Agreement, excluding purchases made by GE-Hitachi Nuclear Energy Americas LLC in Wilmington, North Carolina, ("GE Energy").
- 6.2. Grainger will provide an incentive program ("Incentive") to GE on purchase volume for combined GE Company purchase volume governed by this Agreement in the initial twelve (12) month period of this Agreement, excluding purchases made by GE Energy, ("Eligible Purchases") under the following schedule and terms:
- 6.2.1. To be eligible to receive an Incentive, GE's purchases must equal or exceed Thirty Million One Hundred Fifty-Two Thousand Two Hundred Fifty-Nine Dollars (\$30,152,259) (hereinafter "Threshold"). All sales governed by this Agreement will count toward the Threshold.
- 6.2.1.1. If the sum of GE's Eligible Purchases exceeds the Threshold, an incentive of three percent (3%) will apply to such Eligible Purchases exceeding the Threshold.

Sample worksheet schedules for the Rebate and Incentive are set forth in Exhibits F and G respectively.

- 6.3. Sales measurements will start on the contract effective date and be measured on the one-year anniversary of the contract effective date.
  - 6.3.1. Grainger will pay the Incentive and/or Rebate, no later than forty-five (45) days after close of the applicable measurement period (“Program Payout Period”), and provide a procurement report respectively to accompany the Incentive and/or Rebate.
  - 6.3.2. Excluding GE Energy sales, all sales governed by this Agreement will count toward GE Incentive goal achievement and will count toward GE purchase volume for the Rebate. All Incentives and/or Rebates will be paid on invoices that have been paid and settled by GE.
  - 6.3.3. The “purchase price” component of total sales volume is the net invoice price of purchased products, less freight, taxes, returned products, and credits.

## 7. Shipment and Delivery

- 7.1. Grainger will pay standard ground freight for all purchases, unless otherwise stated, to GE's single place of business anywhere in the contiguous United States, using carrier of Grainger's choice. Other terms apply to Alaska, Hawaii, export orders and for orders placed for sourced products (Grainger's Source MRO service). GE must pay any extra charges incurred for additional services, such as expedited delivery, GE's carrier or special handling by the carrier. GE may elect to engage its own shipping service utilizing GE account numbers for any order that will incur additional charges and / or does not qualify for free shipping. Grainger agrees to accept such 3<sup>rd</sup> party shipping in accordance with the terms hereof. Title will pass to GE upon shipment from Grainger's dock in the United States.
- 7.2. All orders **not** placed in accordance with Section 7.1 will be subject to, at GE's discretion:
  - 7.2.1. GE's preferred carriers and pricing, in which case GE pays shipper directly and items ship FOB origin, by using the services of the GE Routing Center (800-958-5785). Title will pass to GE upon pickup by GE's preferred carrier at Grainger's dock in the United States. Grainger will ship all Products to the ordering Facility and will use its best efforts to meet the delivery time requested by GE at the time of order. “FOB” shall have the meaning set forth in the Uniform Commercial Code. Grainger and GE agree that the United Nations Convention on the International Sale of Goods shall not apply to sales made pursuant to this Agreement. OR,

## 8. Transactional and Digitization Requirements

### 8.1. Punchouts & Catalogs:

- 8.1.1.1. Grainger has established customized pricing content for all GE business units. This customization will include all Grainger General Catalog Products. The customized pricing content will be refreshed according to Grainger's refresh schedule.

- 8.1.1.2. Grainger and GE will mutually agree if categories should be added or deleted from customized catalogs on a schedule to be mutually agreed upon.
- 8.1.2. GE and Grainger will agree on common and acceptable processes and technology protocols (cXML) for initiation and start-up of GE/Oracle to Grainger point-to-point digital purchasing and order management.

## **8.2. Payments**

- 8.2.1. Grainger will participate, at GE's discretion, in GE's ePcard American Express program.
- 8.2.2. American Express – Grainger agrees to accept American Express Pcard and ePcard, and to provide transactional data in a "Level Two" format while making a commercially reasonable effort to provide Level Three capability.
- 8.2.3. Preferred payment will be by ePcard American Express; however, for non-American Express orders, the following payment terms shall apply: Grainger's standard payment terms are net 30 days from invoice date. Grainger agrees to extend payment terms to GE to net ninety (90) from invoice date, provided the following conditions are met:
  - 8.2.3.1. Prior to the execution of this Agreement, all outstanding invoices which are past due greater than ninety (90) days will have been resolved and paid.
  - 8.2.3.2. A process will be established across all GE Business Units, Facilities and participating locations to review any past due invoice on a quarterly basis.
  - 8.2.3.3. Electronic Funds Transfer will be implemented within the GE Business Units, where applicable.
- 8.2.4. In the event any undisputed invoices are not paid within the 90 day payment terms, the payment terms to GE will revert to Grainger's standard payment terms of net thirty (30) days from date of invoice. Grainger may also withhold future product deliveries to the GE Business Unit, Facility or participating location upon written notice to the GE Business Unit, Facility or participating location, until payment is received or, at Grainger's option, immediately terminate this Agreement with the defaulting GE Business Unit, Facility or participating location.
- 8.2.5. Electronic Data Interface ("EDI") – Grainger agrees to accept and process GE purchase orders sent via EDI to Grainger. Grainger agrees to submit invoices through standard EDI formats.
- 8.2.6. Grainger representatives agree to process verbal purchase orders made with a GE purchasing card ("American Express"). No other verbal purchase orders will be processed.
- 8.2.7. Electronic Funds Transfer ("EFT") – Grainger agrees to accept payment through standard EFT procedures.

- 8.2.8. Grainger agrees to evaluate and consider participation in support of GE as GE advances with e-business technology (i.e., GE Selection or GE GXS Reverse Auction Software, etc.).

**8.3. Account numbers:**

- 8.3.1. Grainger proposes to establish, with GE's concurrence, new account numbers to correspond to the number of significant Facilities that will be ordering by open account.
- 8.3.2. Grainger will manage these new accounts using a mutually agreed upon parent and child track code system. Grainger will track these accounts to determine the Incentive as previously defined, and will provide reporting to show account activity. GE reserves the ability to audit the invoice rebates upon reasonable demand, but not to exceed once annually.
- 8.3.3. Grainger will create new accounts for each location supported by a GE Integrated Supplier.

**9. Reporting**

- 9.1. Grainger will provide detailed product history reporting as requested, as well as provide third party level 3 reporting when it becomes available.
- 9.2. Grainger will produce procurement activity reports for GE-wide and by Business Unit, including but not limited to those outlined below. A specific schedule for report production will be established, with the default of quarterly. Likewise a specific schedule for contract review meetings will be established both at corporate and Business Unit levels, with default of quarterly for Corporate and semi-annually for Business Units.

<b>Service Report</b>	
1	Provide Monthly reports by GE Business Unit (per GE requirements) on: spend (overall and by category), Low Cost Country % of buy; Low Cost Country total purchases by unit.
<b>Scheduled Reviews</b>	
2	Provide corporate sales representative to meet quarterly with GE component purchasing leaders and key customers on a quarterly basis to review service levels, quality, and any issues. GE may work with Grainger to create a dashboard to support these reviews.
3	Identify and review, on a quarterly basis, standardization opportunities, new products, cost out initiatives, implementation progress, and YTD cost out results.
<b>Item-Level Detail</b>	
4	Provide monthly item level purchase information, including GE business unit, unique site identifier, date of purchase, Grainger item number, item description, price per unit, quantity

**10. Dedicated Champion**

- 10.1. Each party will provide a dedicated champion at the Corporate and Business Unit levels to drive active participation and compliance of GE's locations during implementation and through the Term of the Agreement.

## **11. Customer Service Requirements**

- 11.1. Grainger agrees to provide the following services to GE:
  - 11.1.1. GE will have 24-hour access to GE order data -- when the orders are placed on [grainger.com](http://grainger.com) -- and access to all other related data during normal business hours.
  - 11.1.2. Grainger will offer a secure e-commerce Internet Site ([www.grainger.com](http://www.grainger.com)) for GE order tracking. This web site will hold all General Catalog Products, provide a process for purchasing CSP Items and Spot Buy Items and show GE's discount price for all General Catalog Products.
  - 11.1.3. Grainger will provide GE with a toll free phone number for emergency purposes. This number will be staffed 24 hours per day, 7 days per week, 365 days per year.
  - 11.1.4. The Grainger Corporate Sales Manager will use his best efforts to visit GE's Corporate Sourcing Department quarterly, or more frequently at the GE's sourcing manager's discretion to address any GE concerns or issues.
- 11.2. **Grainger Technical Assistance:** Grainger will provide local technical assistance, utilizing Grainger Supplier representatives, to the Facilities as requested to aid them with integration of the purchased items into GE's processes, equipment or products, as applicable. Grainger will assign a local account manager to each major Facility. The local account manager will visit each assigned major Facility no less than once per month.

## **12. Agreement Rollout**

- 12.1. GE will meet with Grainger's implementation group to determine a roll-out schedule and communication package that will be added as an Agreement addendum.
- 12.2. GE and Grainger will mutually develop a detailed rollout plan and scorecard.
- 12.3. Grainger will commit to specific deadlines for conducting site-level visits and kickoffs, prioritized by site size and GE Business Unit priorities.

## **13. Miscellaneous**

- 13.1. The Attachments attached hereto are an integral part of this Agreement. This Agreement and its Attachments constitute the entire agreement between the parties with respect to the subject matter hereto, and can only be modified upon a written agreement signed by the parties.
- 13.2. This Agreement shall be governed by New York law, without regard to its conflicts of laws and principles.

- 13.3. This Agreement supersedes and replaces in its entirety all previous agreements relating to the subject matter contained herein.
  - 13.4. The invalidity, in whole or in part, of any of the foregoing sections or paragraphs of this Agreement shall not affect the remainder of such article or paragraphs or any other sections or paragraphs of this Agreement.
  - 13.5. In the event of any conflict between documents, the following order of precedence shall govern: the main body of this Agreement, the Attachments to this Agreement, individual Product Purchase Orders, drawings, specifications, and other Product documentation.
14. **Termination** Either party may terminate this Agreement upon thirty (30) days written notice if the non-terminating party (a) breaches its obligations under this Agreement and fails to correct such breach within thirty (30) days after receipt of a notice of breach, (b) sells or otherwise transfers control of its business, or (c) is insolvent, determined by a court to be bankrupt, or becomes subject to similar bankruptcy or reorganization proceedings under relevant applicable law. The foregoing, notwithstanding, GE may terminate this Agreement for its convenience with or without any cause, during the original or any subsequent term by providing Grainger at least thirty (30) days prior written notice of its intention to terminate this Agreement and Grainger may terminate this Agreement for its convenience with or without any cause, during the original or any subsequent term by providing GE at least ninety (90) days prior written notice of its intention to terminate this Agreement.

15. **Terms and Conditions**

The parties hereby acknowledge and agree that all Product purchases will be governed by this Agreement by the following Terms and Conditions:

- 15.1. **ANTICIPATION OF DELIVERY SCHEDULE:** Unless otherwise agreed in writing, Grainger shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet GE's delivery schedule. It is Grainger's responsibility to comply with GE's delivery schedule, but not to anticipate GE's requirements. Goods shipped to GE in advance of schedule may be returned to Grainger at Grainger's expense.
- 15.2. **INSPECTION AND REJECTION:** All goods covered by this Agreement and any purchase order issued hereunder (a "Purchase Order") shall be received subject to GE's right of inspection and rejection. Payment for goods delivered hereunder shall not constitute acceptance thereof, and all payments against documents shall be made with a reservation of rights by GE for defects, including, without limitation, defects apparent on the face thereof. If any of the goods ordered hereunder are found at any time to not conform with the requirements of this Agreement or any Purchase Order, including any applicable samples, drawings or specifications, or to be defective in any design, workmanship or materials GE may, at its option, require Grainger to inspect the goods and remove and replace nonconforming goods with goods that conform to this Agreement or the applicable Purchase Order. GE may also elect to inspect and sort goods if Grainger fails to timely inspect, remove and replace goods. The rights granted to GE in this paragraph are in addition to any other rights GE may have.

- 15.3. **CHANGES:** GE may at any time, in writing, make changes within the general scope of a Purchase Order. Changes in a Purchase Order shall be confirmed in writing.
- 15.4. **DELIVERY:** Shipments shall be made in the quantities and at the time or times specified in the applicable Purchase Order. If a Purchase Order is identified as a blanket purchase order, or if no time for delivery is specified, the time for delivery shall be at the times and in the amount requested in a release or delivery schedule furnished by GE. Unless otherwise stated herein, time is of the essence. In addition to GE's other remedies, and without liability, GE reserves the right (i) to refuse and to return at Grainger's risk and expense, including, without limitation, warehouse or other storage costs and extra-handling costs, any shipments made in excess of quantities ordered and shipments made before or after the time or times specified in a Purchase Order or in releases or supplementary schedules furnished by GE; and (ii) if delivery is not made in the quantities and/or, in the case of delivery by a Grainger carrier, by the time or times specified, to take either or both of the following actions: (a) terminate this contract without liability by notice effective when received by Grainger and to purchase elsewhere, or (b) direct Grainger to make expedited routings of goods, and the difference in cost between any such expedited routing and the Purchase Order routing costs shall be paid by Grainger. Grainger shall not, however, be liable for delays or defaults in deliveries due to causes beyond its control and without its fault or negligence. If at any time Grainger has reason to believe that shipments will not be made as scheduled, it shall immediately give GE written notice setting forth the cause or causes of the anticipated delay.
- 15.5. **TRANSPORTATION:** No charges for unauthorized transportation will be allowed. Any unauthorized shipment that will result in excess transportation charges must be fully prepaid by Grainger.
- 15.6. **EXTRA CHARGES:** No extra charges of any kind including interest charges, service charges or carrying charges, will be allowed unless specifically agreed to in writing by GE.
- 15.7. **WARRANTIES:** Grainger warrants that it will convey good title to the Products and that the Products will be delivered free of any security interest or any other lien or encumbrance.
- 15.7.1. **LIMITED WARRANTY.** ALL PRODUCTS SOLD ARE WARRANTED BY GRAINGER ONLY TO CUSTOMERS FOR USE IN BUSINESS OR ORIGINAL EQUIPMENT MANUFACTURE, AGAINST DEFECTS IN WORKMANSHIP OR MATERIALS UNDER NORMAL USE FOR ONE YEAR AFTER DATE OF PURCHASE FROM GRAINGER, UNLESS OTHERWISE STATED. The foregoing warranties shall survive GE's inspection, acceptance and use of the Products. Grainger agrees promptly to correct defects in any Products not conforming to the foregoing warranties, or to replace such Products, without expense to GE at Grainger's option. Any repair or replacement or, at Grainger's option, Grainger's refund of amounts paid by GE for the defective Product, shall be GE's sole and exclusive remedy. In the event of Grainger's failure to correct or replace such

defective or nonconforming Products, GE may, after reasonable notice to Grainger, make such correction or replacement at Grainger's expense.

- 15.7.2. **WARRANTY DISCLAIMER.** NO WARRANTY OR AFFIRMATION OF FACT, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH ABOVE IS MADE OR AUTHORIZED BY GRAINGER. GRAINGER DISCLAIMS ANY LIABILITY FOR PRODUCT DEFECT CLAIMS THAT ARE DUE TO PRODUCT MISUSE, IMPROPER PRODUCT SELECTION OR MISAPPLICATION, AND ANY DESCRIPTION DOES NOT EXPRESS OR IMPLY A WARRANTY THAT THE PRODUCTS ARE MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE.
- 15.7.3. **LIMITATION OF LIABILITY.** ANY LIABILITY FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES IS EXPRESSLY DISCLAIMED. GRAINGER'S LIABILITY FOR DIRECT DAMAGES IN ALL EVENTS IS LIMITED TO, AND SHALL NOT EXCEED \$1,000,000.
- 15.7.4. **Warranty Disclaimer.** Grainger has made a diligent effort to illustrate and describe the Products in its *General Catalog* accurately; however, such illustrations and descriptions are for the sole purpose of identification, and do not express or imply that the products will necessarily conform to the illustrations or descriptions.
- 15.7.5. **Manufacturers' Warranties & Sales Literature.** Most of the products listed in the *General Catalog* are warranted to the final consumer by the manufacturer; copies of such warranties are supplied with the product or are available from the manufacturer. As a service, Grainger will obtain copies of consumer warranties on all purchases hereunder. Grainger may also furnish sales brochures and other literature of the manufacturer. Grainger assumes no responsibility for the content of such warranties or sales literature by performing this service.
- 15.7.6. **No Warranties to Consumers.** Grainger makes no warranties to those defined as consumers in the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act.
- 15.8. **Cross-referencing information.** Product cross-referencing comparisons do not imply that all products compared are available, or in the case of functional equivalency, that performance and other characteristics are perfectly comparable. GE must review specifications prior to purchase for critical applications.
- 15.9. **Prompt Disposition.** Grainger will use its best efforts to promptly correct or replace any product, which proves to be defective within the warranty period. Before returning any product, GE agrees to write or call the Grainger branch from which the product was purchased or shipped, giving date and number of original invoice, and describing defect.

**15.10. Product Suitability.** Many countries, states and localities ("Authorities") have laws, codes, and regulations governing sales, construction, installation, and/or use of products for certain purposes, which may vary from those in neighboring jurisdictions. While Grainger attempts to assure that its products comply with such Authorities, it cannot guarantee compliance with such Authorities, and will not be responsible for how a product is installed or used. Customer is responsible for compliance with all applicable Authorities and industry standards and codes, including, but not limited to ANSI, UL, NEC, CPSC, FAA, DOT, NOM, and CSA with respect to installation and use. Before purchase and use of a product, please review the product application for compliance with industry standards and codes and the Authorities to ensure that the product, installation, and use comply with them.

**15.11. OSHA Hazardous Substance & California Proposition 65 Product Information.** Material Safety Data Sheets (MSDS) for OSHA defined hazardous substances will be supplied for the products included in each order with that order. The information and recommendations contained on the MSDS supplied by the manufacturer is considered to be accurate and reliable. Grainger, however, makes no warranty with respect to the accuracy of the information or the suitability of the recommendations. Grainger disclaims any and all liability to any user. Grainger will supply a copy of the MSDS applicable to the products included in each order with that order. The State of California requires that certain warnings be given concerning products subject to Proposition 65. For products denoted with a ☷ or ☸ symbol the following warnings apply:

- ① Warning: This product contains a product known to the State of California to cause cancer.
- ② Warning: This product contains a chemical known to the State of California to cause birth defects or other reproductive harm.

MSDS and a list of Proposition 65 products are available at your local Grainger branch, by contacting Grainger, Dept. B2.K05, 100 Grainger Parkway, Lake Forest, IL 60045-5201 U.S.A. or by calling 1-847-535-1313.

**15.12. CONFIDENTIAL OR PROPRIETARY INFORMATION:** The parties hereto are parties to an Information Exchange Agreement dated March 11, 2001, which shall govern the exchange and handling of confidential information under this Agreement.

**15.13. PATENTS:**

15.13.1. Subject to the limitations of paragraph 15.13.2 hereof, Grainger shall defend any suit or proceeding brought against GE that is based on a claim that any article or apparatus, or any part thereof constituting Products furnished under a Purchase Order (or GE's Quality Procurement Specification, if any), as well as any device or process resulting from the use thereof, constitutes an infringement of any patent, if notified in writing and given authority, information, and assistance (at Grainger's expense) for the defense of same, and Grainger shall pay all damages and costs awarded therein. In case use of said article or

apparatus, part or device is enjoined, Grainger shall, at its own expense and at its option, either procure for GE the right to continue using said article or apparatus, part or device, or replace same with a non-infringing equivalent, or remove said article or apparatus and refund the purchase price depreciated on a straight line basis over a five (5) year period, and the transportation costs thereof.

- 15.13.2. Grainger will have no liability or obligation to GE hereunder with respect to any patent, copyright or trade secret infringement or claim thereof, based upon (i) use of the "Product" by GE in combination with devices or products not provided by Grainger, (ii) misuse of the "Product" or use of the "Product" in an application or environment for which such "Product" was not designed or contemplated, (iii) modifications, alterations, or enhancements of the "Product" not created by or for Grainger; (iv) GE's failure to use a replacement or modified version of such "Product" if such replacement or modified version of the "Product" was provided by Grainger to GE, or (v) information, direction, specification or material provided by GE or any third party on behalf of GE.
- 15.13.3. The foregoing states the entire liability of GE and Grainger with respect to infringement of Intellectual Property by the "Product" or any part thereof or by their operation.
- 15.14. **PUBLICATION:** Without the non-disclosing party's prior written permission, neither party shall advertise or publish the fact that GE has contracted to purchase goods from Grainger, disclose information relating to this Agreement or any Purchase Order, nor use the name of the other party, or any of their customers in advertising or other publications.
- 15.15. **NON-ASSIGNMENT:** Assignment of this Agreement or any Purchase Order (by any means, including by operation of law) or any interest therein or any payment due or to become due hereunder, without the written consent of both parties, shall be void.
- 15.16. **SET-OFF:** Either party hereto shall be entitled at all times to set off any amount owing at any time from one party to the other party against any amount payable at any time by either party to the other party under this Agreement. Notwithstanding the foregoing, neither party may set off any disputed or protested invoice greater than \$250,000 owing at any time and neither party may set off any invoice greater than \$250,000 from the termination notification date through termination of the Agreement.
- 15.17. **WAIVER:** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The failure of either party hereto to enforce at any time or for any period of time any of the provisions hereof shall not be construed to be a waiver of such provisions nor the right of such party thereafter to enforce each and every such provision.

**15.18. COMPLIANCE WITH LAWS:** Subject to subparagraph 15.7 hereof (Grainger's Limited Warranty), Grainger agrees to comply with the applicable provisions of any federal, state, or local law or ordinance and all orders, rules, and regulations issued thereunder, and any provisions, representations or agreements, or contractual clauses required thereby. Grainger acknowledges and agrees that its responsibility for compliance with laws includes, but is not limited to, compliance with all applicable environmental laws, rules, regulations and ordinances for the goods supplied hereunder. Grainger certifies and warrants, to the best of its knowledge and belief, after reasonable due diligence, that the goods supplied hereunder are in compliance with the applicable laws, rules and regulations administered by the Food and Drug Administration, the Federal Communications Commission and the Environmental Protection Agency.

15.18.1. The Products supplied by Grainger under this Agreement qualify as "commercial items" pursuant to Federal Acquisition Regulations 2.101. Grainger shall comply with the following Federal Acquisition Regulation clauses, as applicable:

15.18.1.1. 52.219-8, Utilization of Small Business Concerns (Oct 200) (15 U.S.C. 637(d) (2) (3)), in all subcontracts that offer further subcontracting opportunities for subcontracts awarded under this Agreement.

15.18.1.2. 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

15.18.1.3. 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

15.18.1.4. 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

15.18.1.5. 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 251, et seq.).

15.18.2. Grainger shall include the terms of this clause in subcontracts awarded under this Agreement.

**15.19. BLANKET PURCHASE ORDER:** If a Purchase Order is identified on its face as a blanket order, it is issued to cover such portion of GE's goods listed on its face as GE may elect to purchase from time to time from Grainger. Unless expressly provided otherwise on the face of a blanket Purchase Order, if GE elects to purchase from Grainger, an authorized representative of GE will request orally or in writing that Grainger make specific deliveries (or shipments) only in the quantities and at the time specified by the authorized representative. Under no circumstances shall GE be under any obligation to Grainger for goods or services not specifically covered by a request of an authorized representative of GE.

**15.20. INDEMNITY:** Each party ("Indemnifying Party") shall at all times (both during and after the term hereof) defend, indemnify, and hold the other party and its agents, officers, affiliates, directors, shareholders, and employees (each of them,

individually, an "Indemnified Party") harmless against and from any and all actions, suits, liabilities, settlements, losses, damages, charges, costs, counsel fees, and all other expenses relating to or arising in connection with any and all claims (whether or not groundless) relating to or arising out of this Agreement or services to be rendered or provided hereunder, to the proportionate extent caused by the actual negligence, dishonesty, willful misconduct, or negligent omission by the Indemnifying Party, or any of its employees or agents; and in case any action, suit or proceeding shall at any time (either during or after the term hereof) be brought against an Indemnified Party by reason of any such claim, the Indemnifying Party shall resist and defend such action, suit or proceeding, at the sole expense of the Indemnifying Party by counsel of its choice, provided that (i) the Indemnified Party notifies the Indemnifying Party promptly in writing of the claim; and (ii) the Indemnified Party provides the Indemnifying Party with all reasonably necessary assistance, information, and authority to perform the foregoing at the Indemnified Party's expense. Neither party's liability hereunder shall include special, incidental, indirect or consequential damages, including without limitation lost profits and/or lost business opportunities, whether arising in tort, warranty contract or strict liability, regardless of whether either party has been advised of the possibility of such damages.

15.20.1. Grainger will maintain the following insurance coverage:

- 15.20.1.1. Commercial General Liability insurance providing coverage for bodily injury including death, tangible property damage and contractual liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- 15.20.1.2. Business Auto Liability insurance covering all owned non-owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence.
- 15.20.1.3. Workers' compensation insurance in accordance with the statutory requirements governing where work is to be performed.
- 15.20.1.4. Employers liability insurance with limits of \$500,000 each accident, \$500,000 each disease per employee and \$500,000 disease policy limit.
- 15.20.1.5. Fidelity bond or commercial crime insurance with a limit of \$1,000,000 per claim.
- 15.20.1.6. Grainger agrees to submit certificates of insurance evidencing its insurance coverage when requested by GE.

- 15.21. **RELIANCE ON CERTAIN GRAINGER FURNISHED INFORMATION:** Subject to Grainger's Warranty Terms and Conditions set forth in Paragraph 15.7 hereof, Grainger acknowledges and agrees that GE may use and rely upon the specifications, drawings and other information furnished by Grainger to GE in developing and printing labels and other packaging (including packing slips and customs declarations) material. Grainger will indemnify and hold GE harmless from any and all costs and damages suffered by GE as a result of any inaccuracies in

any information furnished to GE by or on behalf of Grainger that GE uses or relies upon in designing or printing GE's labels and other packaging material.

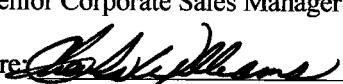
- 15.22. **FORCE MAJEURE:** In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree, request, or order of any governmental agency or authority, either local, state, or Federal, riots, war (declared or undeclared, including terrorists' actions), natural disasters, public disturbances, strikes, lockouts, fires, acts of God, breakdown or failure of transportation or transportation facilities, inability to obtain raw materials, fuel, power, labor or transportation facilities, or for any other similar or dissimilar unforeseeable reason which is not within the reasonable control of the party which would render performance commercially impractical ("Force Majeure"), and which by the exercise of reasonable diligence, said party is unable to prevent, the party whose performance is interrupted may, at its option, suspend performance during the period such cause continues, and no liability shall attach against either party on account thereof. Any Force Majeure circumstance shall be remedied with all reasonable dispatch, but this shall not require the settlement of strikes or labor controversies by acceding to the demands of the opposing party or parties. The party affected by Force Majeure shall promptly and timely provide written notice to the other of the existence thereof, the expected delays, and the estimated effect upon its performance hereunder. During any period of Force Majeure in which Grainger is unable to deliver Products hereunder, GE shall have the right to purchase from other sources that portion of the Products that Grainger is unable to supply due to the Force Majeure event.
- 15.23. **Preprinted Forms.** For its convenience, GE may use its preprinted forms to order Products or to specify subsequent changes to Products, and Grainger may use its preprinted forms to acknowledge the same; provided, however, that the provisions of this Agreement shall override the provisions of such forms and govern this transaction and that neither this Agreement nor any provision hereof shall be deemed to be superseded or otherwise changed in any way by any preprinted or other provision contained in any such forms.

This Agreement continues the strong relationship that has been developed between GE and Grainger.

Grainger Industrial Supply, a division of  
W.W. Grainger, Inc.

Name: Charles Williams

Title: Senior Corporate Sales Manager

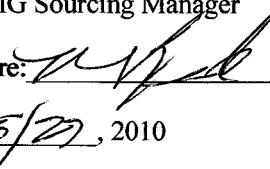
Signature: 

Date: May 21, 2010

General Electric Company

Name: Ron Reed

Title: CIG Sourcing Manager

Signature: 

Date: 5/22, 2010

**Attachment "A"**  
**Customer Specific Price List**

**Attachment "B"**  
**Grainger Product Category & OEM Price List**

Grainger agrees to sell select Products contained in Grainger's General Catalog at a discount off the most current published Manufacturer Price List or the Grainger General Catalog "each" price as applicable.

**Motor Program** - This Program offers GE a discount of twenty-eight percent (28%) off of the Grainger Catalog "each" price on specific electric motor and power transmission ("Motors") Products. In order to qualify for this Motors Program, the aggregate total purchases by GE of Motors Products must equal a minimum of one hundred thousand dollars (\$100,000.00) in each consecutive twelve (12) month period of this Agreement, hereinafter, "Minimum Annual Purchase Requirement". If GE's total annual aggregate purchases under this Motors Program do not meet the Minimum Annual Purchase Requirement, then GE's discounts for any Products in this Motors Program shall revert to the discounts as set forth in Section 5.5.3 of this Agreement. For purposes of determining whether GE has met the Minimum Annual Purchase Requirements, any purchases included in calculating total annual aggregate purchases under this Motors Program shall be excluded from inclusion in calculating total annual aggregate purchases under any other Program. Program prices are subject to change without notice.

**Electrical Contractors Program** - This Program offers GE a discount of twenty percent (20%) off of the Grainger Catalog "each" price on specific electrical ("Electrical") Products. In order to qualify for this Discount Program, the aggregate total purchases by GE of Electrical Products must equal a minimum of one hundred thousand dollars (\$100,000.00) in each consecutive twelve (12) month period of this Agreement, hereinafter, "Minimum Annual Purchase Requirement". If GE's total annual aggregate purchases under this Electrical Program do not meet the Minimum Annual Purchase Requirement, then GE's discounts for any Products in this Electrical Program shall revert to the discounts as set forth in Section 5.5.3 of this Agreement. For purposes of determining whether GE has met the Minimum Annual Purchase Requirements, any purchases included in calculating total annual aggregate purchases under this Electrical Program shall be excluded from inclusion in calculating total annual aggregate purchases under any other Program. Program prices are subject to change without notice.

**HVAC Contractor Program** - This Program offers GE a discount of ten to forty percent (10-40%) off of the Grainger Catalog "each" price on specific heating, ventilation, and air conditioning ("HVAC") Products. In order to qualify for this HVAC Discount Program, the aggregate total purchases by GE of HVAC Products must equal a minimum of one hundred thousand dollars (\$100,000.00) in each consecutive twelve (12) month period of this Agreement, hereinafter, "Minimum Annual Purchase Requirement". If GE's total annual aggregate purchases under this HVAC Program do not meet the Minimum Annual Purchase Requirement, then GE's discounts for any Products in this HVAC Program shall revert to the discounts as set forth in Section 5.5.3 of this Agreement. For purposes of determining whether GE has met the Minimum Annual Purchase Requirements, any purchases included in calculating total annual aggregate purchases under this HVAC Program shall be excluded from inclusion in calculating total annual aggregate purchases under any other Program. Program prices are subject to change without notice.

**Tools Program.** - This Program offers GE the following discounts off of the manufacturer's current list price, except as otherwise provided:

DeWalt Tools	48%
Milwaukee Tools	46%

<b>Proto</b>	<b>55%</b>
<b>Stanley</b>	<b>52%</b>
<b>DeWalt Accessories</b>	<b>38%</b>
<b>Milwaukee Accessories</b>	<b>35%</b>
<b>Blackhawk by Proto</b>	<b>45%</b>
<b>Westward</b>	<b>60%</b>

In order to qualify for this Program, the aggregate total purchases by GE of Tool Products must equal a minimum of two-hundred and fifty thousand dollars (\$250,000.00) for tool brands listed above in each consecutive twelve (12) month period of this Agreement, hereinafter, **Minimum Annual Purchase Requirement**. If GE's total annual aggregate purchases under this Tools Program do not amount to the Minimum Annual Purchase Requirement, then GE's discounts for any Products in this Tools Program shall revert to the discounts as set forth in Section 5.5.3 of this Agreement. For purposes of determining whether GE has met the **Minimum Annual Purchase Requirements**, any purchases included in calculating total annual aggregate purchases under this Tools Program shall be excluded from inclusion in calculating total annual aggregate purchases under any other Program. Program prices are subject to change without notice.

**Air Filters Program** - This Program offers GE a discount of forty-five percent (45%) off of the Grainger Catalog "each" price on specific air filter ("Air Filters") Products. In order to qualify for this Air Filters Discount Program, the aggregate total purchases by GE of Air Filters Products must equal a minimum of one hundred thousand dollars (\$100,000.00) in each consecutive twelve (12) month period of this Agreement, hereinafter, "**Minimum Annual Purchase Requirement**". If GE's total annual aggregate purchases under this Air Filters Program do not meet the **Minimum Annual Purchase Requirement**, then GE's discounts for any Products in this Air Filters Program shall revert to the discounts as set forth in Section 5.5.3 of this Agreement. For purposes of determining whether GE has met the **Minimum Annual Purchase Requirements**, any purchases included in calculating total annual aggregate purchases under this Air Filters Program shall be excluded from inclusion in calculating total annual aggregate purchases under any other Program. Program prices are subject to change without notice.

**Cleaning Supplies Program** - This Program offers GE a discount of eighteen percent (18%) off of the Grainger Catalog "each" price on specific chemical, mop, broom, and brush ("Cleaning Supplies") Products. In order to qualify for this Cleaning Supplies Discount Program, the aggregate total purchases by Buyer of Cleaning Supplies Products must equal a minimum of one hundred thousand dollars (\$100,000.00) in each consecutive twelve (12) month period of this Agreement, hereinafter, "**Minimum Annual Purchase Requirement**". If GE's total annual aggregate purchases under this Cleaning Supplies Program do not meet the **Minimum Annual Purchase Requirement**, then GE's discounts for any Products in this Cleaning Supplies Program shall revert to the discounts as set forth in Section 5.5.3 of this Agreement. For purposes of determining whether GE has met the **Minimum Annual Purchase Requirements**, any purchases included in calculating total annual aggregate purchases under this Cleaning Supplies Program shall be excluded from inclusion in calculating total annual aggregate purchases under any other Program. Program prices are subject to change without notice.

**Attachment "C"**  
**GE United States Location List**

**NEED UPDATED LIST**

**Attachment "D"**  
**Volatile Commodity Item List as of**  
**(an updated list will be provided)**

**Attachment "E"**  
**Sourced Products Additional Terms and Conditions**

**Sourcing Services**

Grainger will source products not available through the Grainger General Catalog. Grainger does not source the following products: weapons, ammunition, explosives, aircraft products (including ground support equipment), products containing asbestos, nuclear-related products, products directly involved in production of final product (end unit), products with restricted distribution, or any product judged to be too great a liability risk by W.W. Grainger, Inc.

**Pricing**

Sourced Items will be available through Grainger Sourcing. Spot-buy purchases in this category will be priced at market competitive prices (e.g., suggested manufacturer list price).

**Freight**

Freight is FOB shipping point, prepaid and billed to GE to locations within the continental United States. Shipments to locations outside the continental United States are the responsibility of GE. Any extra charges for additional services, such as hazardous materials, GE's carrier, premium freight, or special handling at the destination are paid by GE.

**Warranty**

**GRAINGER'S STANDARD WARRANTY DOES NOT APPLY TO SOURCED ITEMS.  
FINDMRO PASSES THROUGH TO GE ANY AND ALL MANUFACTURER AND SUPPLIER  
PRODUCT WARRANTIES.**

**Warranty Disclaimer**

**GRAINGER'S WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY AS SET  
FORTH IN THIS AGREEMENT APPLY TO SOURCED PRODUCTS.**

**Returns**

Special manufactured and custom engineered products are non-returnable.

A RGA (Returned Goods Authorization) must be issued by Grainger prior to returning sourced products; the RGA is good for 30 days after issuance. Returns will be sent directly to the sourced supplier, and not to a Grainger location, unless otherwise instructed in the RGA. Returned sourced products may incur a restocking fee of up to 35% of product sell price, freight prepaid and added, unless shipment was the result of Grainger or manufacturer error.

**Stocking Sourced Product**

In the event that Grainger agrees to stock an agreed upon quantity of sourced products for GE, upon cancellation or termination of this Agreement, GE agrees to purchase all remaining stocked sourced product only after Grainger has made a best efforts attempt to liquidate this stock with its other customers. Grainger will ship product in accordance with the practices set forth in this Attachment E and invoice GE for such product within (30) days of shipment in case of termination of the this Agreement.

**Attachment "F"**  
**Sample Worksheet**  
**Rebate Schedule**  
**GENERAL ELECTRIC COMPANY, June 1, 2010 through May 31, 2011**

Attachment F-1 to this Attachment F contains a list of GE's participating locations and their annual purchasing volume for the Rebate Program Payout Period beginning June 1, 2010 and ending after the initial twelve (12) month period of the Term. It is understood that only locations on this list are participants in the Rebate Program.

**A.      Rebate:**

- |    |                     |      |
|----|---------------------|------|
| 1. | Eligible Purchases* | \$   |
| 2. | Rebate percentage   | 1.0% |
| 5. | Total Rebate        | \$   |

\*Eligible Purchases do not include Purchases made by GE Energy.

**TOTAL REBATE:**                    \$

**Attachment "G"  
Sample Worksheet  
Incentive Schedule**

**GENERAL ELECTRIC COMPANY, June 1, 2010 through May 31, 2011**

Attachment G-1 to this Exhibit is a list of GE's participating locations and their annual purchasing volume for the Incentive Program Payout Period beginning June 1, 2010 and ending May 31, 2011. It is understood that only locations on this list are participants in the Program.

**Achievement of purchasing volume detail**

Has GE's purchases exceeded the Threshold of \$30,152,259? YES or NO  
If yes, proceed with calculation of the Volume Incentive

**A. Volume Incentive – purchases exceed \$30,152,259:**

1.	Eligible Purchases*	\$
2.	Less Annual Pay Back Level	(\$30,152,259)
3.	Eligible incentive Purchases	\$
4.	Incentive percentage	3.0%
5.	Total Incentive	\$

\*Eligible Purchases do not include Purchases made by GE Energy.

**TOTAL INCENTIVE:**                   \$