

MODIFICATION NO. 1
to
BASIC ORDERING AGREEMENT NO. LLNL-BOA-2002-001
between
LAWRENCE LIVERMORE NATIONAL SECURITY, LLC
LAWRENCE LIVERMORE NATIONAL LABORATORY
and
FISHER SCIENTIFIC COMPANY, LLC

INTRODUCTION

This Modification No. 1 to Agreement No. LLNL-BOA-2002-001 is entered into by and between Lawrence Livermore National Security, LLC, Lawrence Livermore National Laboratory (hereinafter called "LLNS") and Fisher Scientific Company, LLC (hereinafter called "Seller").

PURPOSE

The purpose of this Modification is to: 1) replace references of University of California with Lawrence Livermore National Security, 2) exercise the option to extend the term of the Agreement, and 3) revise the price protection clause.

AGREEMENT

The parties agree to modify the Agreement in the following particular(s) only:

All references to "University of California" are hereby replaced with "Lawrence Livermore National Security, LLC" and all references to "University" or "the University" are hereby replaced with "LLNS".

MODIFICATION(S) TO ARTICLES

ARTICLE 2 – TERM OF AGREEMENT

Article 2, first paragraph, last sentence is deleted in its entirety and replaced with the following:

"The effective term of this Agreement is May 1, 2003 through and including April 30, 2009."

Article 2, second paragraph, first sentence is deleted in its entirety and replaced with the following:

"Upon expiration of the Agreement, LLNS reserves the right to extend the term for up to four additional one-year option periods."

ARTICLE 4 – PRICING TERMS

The first sentence of the second paragraph of Article 4 is deleted in its entirety as written and substituted with the following:

"The discounts identified in ATTACHMENT A, MASTER DISCOUNT SCHEDULE, shall remain fixed through December 31, 2008."

The second to the last paragraph of Article 4 is deleted in its entirety as written and substituted with the following:

"Once established, the discounts will not be subject to change unless the net price for any item falls beneath Seller's cost plus 11%. In the event that the price extended hereunder results in a price to Contractor below Seller's cost plus 11%, the price for that item will then be priced at Seller's cost plus 11% provided, however, that at no time shall the Seller charge more than the Manufacturer's or Seller's List Price."

The parties have executed this Modification No. 1, effective as of the date of the Seller's signature.

FISHER SCIENTIFIC COMPANY, LLC

LAWRENCE LIVERMORE NATIONAL SECURITY, LLC

BY: [Signature]

BY: [Signature]
James H. Swanson

TITLE: VP - GOV'T / IND MKTS.

TITLE: Contract Administrator
LLNS Supply Chain Management
Department

DATE: 4/29/08

DATE: 4/24/08

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