

**MODIFICATION NO. 1**  
to  
**BASIC ORDERING AGREEMENT NO. LLNL-BOA-2008-001**  
between  
**LAWRENCE LIVERMORE NATIONAL SECURITY, LLC**  
and  
**HOLMAN'S INC.**

**INTRODUCTION**

This Modification No. 1 to Agreement No. LLNL-BOA-2008-001 is entered into by and between Lawrence Livermore National Security, LLC, (hereinafter called "LLNS") and Holman's Inc. (hereinafter called "Seller").

**PURPOSE**

The purpose of this Modification is to add quarterly reporting requirements, revise pricing, and add Holman's USA, Inc. as an authorized Reseller under the Agreement.

**AGREEMENT**

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

**MODIFICATION TO ARTICLES**

**ARTICLE 3 – FIXED PRICES**

Article 3 is deleted in its entirety as written and substituted with the following:

“The Contractor shall be entitled to purchase goods and services referenced herein at the fixed discounts and prices identified in Attachment A Revision 1 – 1/25/2011. The discounts and prices identified in Attachment A Revision 1 – 1/25/2011 are firm for the effective period of this Agreement, described in Article 1, Scope of Work, unless the Contractor is otherwise notified. The Seller reserves the right to change any discount or price reflected in Attachment A Revision 1 – 1/25/2011 provided that written or electronic notification is provided to the Contractor 30 days in advance of such change.

For third party Apple Accessories, acquisition cost is defined as the Seller's purchase price, as supported by purchase order and invoice data. No handling, inventory, or carrying fees shall be added.

The Seller shall pass on to the Contractor any promotional pricing or volume discounts offered by Apple that leads to lower net prices than those obtained by applying the fixed discounts referenced in Attachment A Revision 1 – 1/25/2011.”

**ARTICLE 5 – SMALL BUSINESS RESELLER REQUIREMENTS**

Article 5 is deleted in its entirety as written and substituted with the following:

"The Seller agrees to offer all products and services described herein to the Contractors through Holman's USA, LLC. or other small business authorized dealers/resellers.

This includes local small/small disadvantaged, woman-owned, HUB Zone, veteran-owned and service disabled veteran-owned businesses for the Contractors. This will assist the contractors in meeting established socio-economic goals imposed by the Department of Energy. The Seller agrees to propose a pricing strategy that would allow authorized dealers/resellers to sell to the Contractors at the ICPT agreed upon prices."

**ARTICLE 7 – QUARTERLY REPORTING**

A new Article 7 is hereby added.

"The Seller agrees to provide quarterly savings reports, broken out by site on or before the 10<sup>th</sup> business day of the month following the end of each Fiscal Quarter. The savings report issued in October each year shall also include an annual reporting of savings in addition to the Fourth Quarter savings."

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

**HOLMAN'S INC.**

BY: *John Santoru*  
TITLE: *Vice-President*  
DATE: *2/8/2011*

**LAWRENCE LIVERMORE NATIONAL SECURITY, LLC**

BY: *[Signature]*  
James Swanson  
TITLE: Contract Administrator  
LENS Supply Chain Management  
Department  
DATE: *2/9/11*  
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