

To: Jim SWANSON
925-423-0450

**MODIFICATION #3 to
BASIC ORDERING AGREEMENT**

No. LLNL-BOA-2006-001

The following changes are hereby made to the Basic Ordering Agreement (hereinafter called "BOA")

First page, paragraph 3 is hereby deleted and replaced with the following:

"3. The pricing is in accordance with ARTICLE 4 – FIXED PRICES."

ARTICLE 1 – SCOPE OF WORK

Article 1, first sentence of first paragraph is hereby deleted in its entirety and replaced with the following:

Seller shall provide Industrial Suppliers (hereinafter called "supplies" or "products" on an as-requested basis in accordance with the prices or discounts in accordance with Article 4 – Fixed Prices.

Article 1, third paragraph is hereby deleted.

ARTICLE 3 - DELIVERY

Article 3, first paragraph is hereby deleted in its entirety and replaced with the following:

"Standard ground freight is prepaid on orders unless otherwise stated herein to ICPT Contractor's place of business anywhere in the contiguous United States, using carrier of Seller's choice. Other terms apply to Alaska, Hawaii, export orders and orders placed for sourced products. Any extra charges incurred for additional services such as expedited delivery, ICPT Contractor's carrier or special handling by the carrier, will be paid by ICPT Contractor."

ARTICLE 4 – FIXED PRICES

Article 4 is hereby deleted in its entirety and replaced with the following:

"Prices for ICPT Contractors shall be in accordance with the Attachment 1 – ICPT Pricing Program."

ARTICLE 5 – ADMINISTRATIVE

BOA Seller's Administrator's contacts are hereby replaced by the following:

"Mr. Robert Gruensfelder
Email: robert.gruensfelder@grainger.com
Phone: 847-840-6711

For contractual documents, please mail to:

W.W. Grainger, Inc.
Attn: Julie Green
1657 Shermer Road
Northbrook, IL 60062

Email: julie.green@grainger.com
Phone: 847-559-6113"

ARTICLE 6 – SMALL BUSINESS RESELLER REQUIREMENTS

Article 6, is hereby deleted and replaced with the following:

“The Seller will offer ICPT pricing to those DoE small business resellers under Grainger’s Distributor Alliance Program and agrees to work with the Contractor to offer all supplies described herein to the Contractor through a small business.

This includes local small/small disadvantaged, women-owned, HUB Zone, veteran-owned and service disabled veteran-owned businesses for the Contractors.”


IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year of Seller’s signature date.

ACKNOWLEDGED AND CONFIRMED;

W.W. GRAINGER INC.

LAWRENCE LIVERMORE NATIONAL SECURITY, LLC

BY: 
Robert Gruensfelder

BY: 
James Swanson

TITLE: Senior Government Sales Manager

TITLE: Contract Administrator
LLNL Supply Chain Management
Department

DATE: Aug 2, 2010

DATE: 8/2/2010

**Attachment 1 - ICPT Pricing Program
(7/29/10)**

Early Discounts

Grainger Catalog - Seller will offer ten (10%) percent off the Grainger Catalog “each” price and on www.grainger.com in effect at time of order.

Volume - Category Discounts

- **Motor Program** - This Program provides a discount of twenty-eight percent (28%) off of the Grainger Catalog “each” price, as found on www.grainger.com, for specific electric motor, power transmission, engines and generators (“Motors”) Products.
- **Air Filters Program** - This Program provides a discount of forty-five percent (45%) off of the Grainger Catalog “each” price, as found on www.grainger.com, for specific air filter (“Air Filters”) Products.
- **Cleaning Supplies Program** - This Program provides a discount of eighteen percent (18%) off of the Grainger Catalog “each” price, as found on www.grainger.com, for specific chemical, mop, broom, and brush (“Cleaning Supplies”) Products.
- **Tools Program** - This Program provides the following discounts off of the manufacturer's current list price, except as otherwise stated:

Manufacturer / Brand	Discount %
DeWalt Tools	48%
DeWalt Accessories	38%
Milwaukee Tools	46%
Milwaukee	35%

Manufacturer / Brand	Discount %
Proto	55%
Stanley	52%
Blackhawk	45%
Westward	60%

Customer Specific Pricing (CSP)

- **Green Product Market Basket** - In an effort to assist ICPT with its sustainability goals, Grainger has developed a green product market basket consisting of 100 frequently purchased products as specified on Attachment C.
- **Lighting Product Market Basket** – Grainger has developed a Lighting Product Market Basket consisting of several hundred General Electric lighting products.
- **Cleaning Products Market Basket** – Grainger has developed a Cleaning Products Market Basket consisting of high usage Georgia Pacific cleaning products.

- 800 Item Market Basket – Grainger has developed a High Usage Market Basket consisting of 800 items across all ICPT locations as specified on Attachment E. This High Usage Market Basket is based on ICPT annual spend on or before August 31 of each year, which will be effective October 1 of each year and be held firm until September 30 of the following year. The revised list of 800 high usage items will be offered to all ICPT Contractors at a 25% discount off the current Grainger Catalog “each” price in effect on October 1 of each year. The 800 item High Usage Market Basket prepared according to the above pricing methodology will be effective October 1, 2010.
- Site Specific Market Basket - Grainger offers each specific ICPT Contractor site a Market Basket consisting of 25 additional items uniquely selected by a specific Contractor site, and pricing will be held firm for up to 12 months.

Sourced Products Program

- The scope of this Agreement is Grainger General Catalog Product only and does not include Sourced Products.

Prepaid Freight Program

- Standard ground freight is prepaid on orders unless otherwise stated herein to ICPT Contractor’s place of business anywhere in the contiguous United States, using carrier of Seller’s choice. Other terms apply to Alaska, Hawaii, export orders and orders placed for sourced products. Any extra charges incurred for additional services such as expedited delivery, ICPT Contractors’ carrier or special handling by the carrier, must be paid by ICPT Contractor.

(END OF ATTACHMENT 1 – ICPT PRICING PROGRAM)