

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. P0002	3. EFFECTIVE DATE 12/21/2010	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY DLA Troop Support Directorate of Subsistence, FTAF 700 Robbins Avenue Philadelphia, PA 19111-5092 Thomas Garofalo, Contracting Officer (215)737-0852	CODE SPM300	7. ADMINISTERED BY (If other than Item 6) CODE		

NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Coastal Pacific Food Distributors 1015 Performance Drive Stockton, CA 95206		<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. SPM300-11-D-3434
		10B. DATED (SEE ITEM 13) December 14, 2010
CODE 01AH6	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

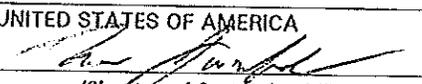
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Requirements For: Full Food Line Distributor for Japan, Singapore, and Diego Garcia.

Details of this modification are on the following page.

All other terms and conditions regarding this contract remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Thomas Garofalo Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 12/21/10

## COASTAL PACIFIC FOOD DISTRIBUTORS

1. Page 13, paragraph #9 "Implementation Period", of Contract SPM300-11-D-3434 dated December 14, 2010 is removed in its entirety and replaced with the following:

Pricing remains the same as contract (SPM300-08-D-3280) for a period of 35 days ending on January 17, 2011.

On January 17, 2011, prices will convert to the new FOB origin pricing model and Distribution Fees will also convert to the new contractually agreed upon Distribution Fees (SPM300-11-D-3434). Exception will be on a case by case basis for items that are being phased out and new additions that were not part of the original schedule of items. Coastal Pacific Food Distributor ("CPFD") will absorb the loss of re-pricing any product it has on hand that was purchased at the higher FOB destination prices as the new distribution rates reflect FOB transportation costs as well as increased subcontractor operating costs.

CPFD will also provide the Contracting Officer a copy of all reconciliation documents, to ensure that in no instance will the customer be charged former higher FOB destination priced product along with the new higher distribution rates.