

**FIRST AMENDMENT**  
to  
**BASIC ORDERING AGREEMENT**  
**No. INL-BOA-06-30-2013**

This First Amendment to Basic Ordering Agreement ("First Amendment") is dated August 25, 2015 ("Effective Date") between Newark Corporation, d/b/a Newark element14 ("Seller") with corporate offices located at 300 S. Riverside Plaza, Suite 2200, Chicago, IL 60606 and Battelle Energy Alliance, LLC, Operator of Idaho National Laboratory o/b/o ICPT for the Department of Energy ("Contractor"; and together with the Seller, collectively, the "Parties").

**RECITALS**

WHEREAS, Seller and Contractor previously entered into a Basic Ordering Agreement dated October 11, 2013 ("Agreement") and wish to continue trading under the Agreement with certain modifications, which are set forth in this First Amendment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following modifications:

- 1. Term.** Per "Article 1 - Scope of Work" of the Agreement, the term of the Agreement is hereby extended for two (2) additional one (1) year periods ending on 10/31/2017.
- 2. Prices.**
  - a. The Attachment B set forth in "Article 3 – Fixed Prices" of the Agreement shall be replaced with the Attachment B dated August 2015.
  - b. The fourth paragraph set forth in "Article 3 – Fixed Prices" of the Agreement shall be deleted and replaced with the following:

"By entering into this BOA, Seller warrants that the pricing stated herein is not greater than that charged by Seller under the Supply Chain Management Center Strategic Sourcing Agreement ("SCMC Agreement") for like quantities for the same or similar materials under like conditions of sale. INL and/or the U.S. Government shall have the right to examine Seller's records to ensure compliance with this warranty. Seller agrees to refund any amount paid by the contractor which exceeds the price charged under the SCMC Agreement for like quantities for the same or similar materials under like conditions of sale one year from the date of the orders placed by the contractors under this BOA."
- 3. Procurement Administrator Address.** The Procurement Administrator's Address set forth in "Article 5 – Administrative" of the Agreement shall be deleted in its entirety and replaced with the following:

Stefanie D. Johnston/Procurement Specialist  
Battelle Energy Alliance, LLC/INL  
2525 Fremont Ave. MS 1303  
Idaho Falls, ID 83415

4. **Site Specific Terms and Conditions.** "Article 7 – Site Specific Terms and Conditions" of the Agreement shall be deleted in its entirety and replaced with "Reserved".

5. **Seller Address.** The Seller Administrator's Address set forth in "Article 5 – Administrative" of the Agreement shall be deleted in its entirety and replaced with the following:

Joan S. Mac Duff/Contract Administration  
 Newark Corporation  
 300 S. Riverside Plaza, Suite 2200  
 Chicago, IL 60606

6. **Order of Precedence.** "Section 2 – Order of Precedence" of the ICPT General Terms and Conditions dated June 2012 shall be deleted in its entirety and replaced with the following:

**"2. ORDER OF PRECEDENCE**

Any inconsistencies shall be resolved in accordance with the following descending order of precedence: (1) the face of the BOA, (2) the BOA general terms and conditions, (3) site specific terms and conditions, (4) face of the Order and (5) item description. "

7. **Entire Agreement; No Other Amendments.** This First Amendment and the Agreement are, collectively, the complete agreement of the Parties and supersede all prior agreements, amendments, and representations of the Parties, whether oral or written. Except as set forth herein, the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, this First Amendment is effective as of the Effective Date.

<b>NEWARK CORPORATION</b>	<b>BATTELLE ENERGY ALLIANCE, LLC AS OPERATOR OF IDAHO NATIONAL LABORATORY</b>
BY: 	BY:
NAME: DANIEL HILL	NAME: Stefanie D. Johnston
TITLE: President	TITLE: Procurement Specialist
DATE: 4/6/2016	DATE: 04/07/2016