

**Modification No. 1
to
BASIC ORDERING AGREEMENT BETWEEN**

Matheson Tri-Gas, Inc.

AND

Alliance for Sustainable Energy, LLC
Management and Operating Contractor for the
National Renewable Energy Laboratory ("NREL")

BASIC ORDERING AGREEMENT

JHL-9-92247-00

PERIOD OF PERFORMANCE

7/22/2019 through 7/21/2024

REVISION:

Basic Ordering Agreement No. JHL-9-92247-00 is modified as indicated above and below in bold italics as follows:

This Basic Ordering Agreement (BOA) between Matheson Tri-Gas, Inc. (Vendor, hereinafter "Seller") and the Alliance for Sustainable Energy, LLC, manager and operator of the National Renewable Energy Laboratory (NREL) is entered into to provide products and services to Department of Energy (DOE) Contractors and authorized Subcontractors in accordance with the following:

1. This BOA includes products and/or services listed in ***Attachment A-1***.
2. This BOA is for DOE Prime Contractors (hereinafter collectively referred to as "Contractor").
3. This BOA may also be used by DOE Subcontractors with written authorization of the ICPT Chair.
4. The pricing is in accordance with ***Attachment B-1***.
5. General Terms and Conditions (04/2016) are included in Attachment C, and made a part herein.

The parties agree that Contractors may place orders under this BOA and receive the appropriate discounted price. Each DOE Contractor shall place its own Orders under this BOA and shall be direct-billed accordingly.

ARTICLE 1 – SCOPE OF WORK

The Seller agrees to provide products and/or services as described in Attachment A that Contractor may order during the Period of Performance (POP) of this BOA.

ARTICLE 2 – PERIOD OF PERFORMANCE (POP)

The Period of Performance of this BOA, unless sooner reduced, terminated or extended in accordance with the terms and conditions of this BOA, shall commence on the Date of Execution and continue for five (5) years.

Option to Extend Term of BOA: Contractor may extend the term of this BOA by giving written notice to Seller by the date specified as the expiration date of this BOA. The exercise of an option to extend the term of this BOA shall be accomplished by a unilateral written modification issued by Contractor.

The term of this BOA may be extended pursuant to this clause for up to five (5) years beyond the initial term. Such extension may be made from time to time or in one modification.

ARTICLE 3 – DELIVERY / PAYMENT

The work specified in Article 1 shall be completed and delivered as follows:

- F.O.B. Point (point of delivery): Destination
- Payment Terms: Net 30 from receipt of an accurate invoice.
- Delivery location and schedule shall be negotiated for each order under this BOA.

ARTICLE 4 – FIXED PRICES / DISCOUNT SCHEDULE

The Contractor shall be entitled to purchase goods and or services listed in **Attachment A-1** at the fixed prices and/or discount schedule identified in **Attachment B-1**. The prices and/or discounts identified in **Attachment B-1** are firm for the effective POP of this BOA, unless otherwise agreed by the Parties.

ARTICLE 5 – ADMINISTRATIVE

Contractor BOA Administrator's Address is as follows:

Sarah Evans
National Renewable Energy Laboratory (NREL)
15013 Denver West Parkway
Golden, Colorado 80401-3111
sarah.evans@nrel.gov

Seller BOA Administrator's Address is as follows:

Raul Sifuentes
Matheson Tri-Gas, Inc.
4705 Nome Street
Denver, Colorado 80239-
RSifuentes@mathesongas.com
O:: 720-643-1593
C: 303-668-5256

All Orders placed hereunder shall reference this BOA No.

ARTICLE 6 – REPORTING REQUIREMENTS

The Seller shall submit a spend and savings report to the ICPT Chair, Contractor, and BOA Administrator for each quarter of the fiscal year. The report format and due date will be provided to the Seller near the end of each quarter. The Seller shall deliver the report by the due date requested. Savings shall be calculated at 10% below the Seller's GSA listed prices.

The Seller shall attend Performance Review Meetings as requested by the ICPT or Contractor site.

ARTICLE 7 – SMALL BUSINESS RESELLER REQUIREMENTS [RESERVED]

ARTICLE 8 – SITE SPECIFIC TERMS AND CONDITIONS

The Seller acknowledges that the Contractor may have requirements unique to its site, mission, and/or geographic location. Therefore, the Seller agrees that the Contractor placing an Order under this BOA reserves the right to incorporate its own Site-Specific Terms & Conditions relative to Environmental Safety and Health considerations as well as FAR, DEAR, or other applicable regulations and laws.

ARTICLE 9 – LIST OF ATTACHMENTS

Attachment A-1 – Services

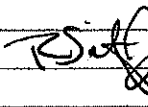
Attachment B-1 – Product List and Pricing

Attachment C – General Terms and Conditions

Attachment D – [RESERVED]

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

ACKNOWLEDGED AND CONFIRMED;

ACCEPTED: Matheson Tri-Gas, Inc.	AUTHORIZED: Alliance for Sustainable Energy, LLC
BY: <i>Raul Sifuentes</i> 	BY:
TITLE: <i>Outside Sales</i>	TITLE: Maurice Nelson
DATE: <i>9/22/23</i>	DATE: 9/25/2023