AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

Battelle Energy Alliance, LLC
P.O. Box 1625
Idaho Falls, ID 83415

1. CONTRACT ID CODE
DE-AC07-05ID14517

2. AMENDMENT/MODIFICATION NO.
M069

3. EFFECTIVE DATE
See Block 16c

4. REQUISITION/PURCHASE REG. NO.
NOPR

5. PROJECT NO. (If applicable)

6. ISSUED BY
U.S. Department of Energy
Idaho Operations Office (DOE-ID)
Site Services Division
1955 Fremont Avenue, MS 1240
Idaho Falls, ID 83415

7. ADMINISTERED BY (If other than Item 6)
Diane C. Long, Contract Specialist
(208) 526-0949

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)
Battelle Energy Alliance, LLC
P.O. Box 1625
Idaho Falls, ID 83415

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC07-05ID14517

10B. DATED (SEE ITEM 13)
November 9, 2004

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.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation 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)
N/A

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):

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):
IAW Part II, Section H, Contract Clause H.34 entitled “Agreements and Commitments”

E. IMPORTANT: Contractor ☐ is not, ☑ is required to sign this document and return 13 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
The purpose of this modification is to update the Resource Commitments under Part III Section J Attachment R (See Continuation)

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

15A. NAME AND TITLE OF SIGNER (Type or print)
Lisa A. Sehle, Manager
Prime Contract and Performance Management

15B. CONTRACTOR/OFFEROR
By

15C. DATE SIGNED
4/25/07

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
MICHAEL L. ADAMS
Contracting Officer

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED
4/26/07

STANDARD FORM 30 (REV. 10-83)
PREVIOUS EDITION UNUSABLE
Prescribed by GSA FAR (48 CFR) 53.24
The following changes have been made to Section J, Attachment R:

Table 3-1 is deleted in its entirety and replaced with the attached Table 3-1 (dated 4-10-2007)

Resource Commitment Form #3 – Battelle (1 page) is deleted in its entirety and replaced with the attached (2 pages)

Resource Commitment Form #8 – Washington Group (1 page) is deleted in its entirety and replaced with the attached (2 pages)

All other terms and conditions remain unchanged
<table>
<thead>
<tr>
<th>Provider</th>
<th>Resource Commitment</th>
<th>Type of Resource Commitment</th>
<th>Benefiting INL Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Battelle Energy Alliance</td>
<td>1. Upgrades to Advanced Test Reactor research capability and Fuel Line</td>
<td>Direct (1)</td>
<td>4</td>
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<td></td>
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<td>Program (2)</td>
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<td>Access (3)</td>
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<td>Nuclear Energy</td>
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<td>National Security</td>
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<td>S&amp;T and Education</td>
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<tr>
<td>Battelle Memorial Institute</td>
<td>3. Construction Funding Support for the Center for Advanced Energy Studies (CAES)</td>
<td>$8.88M</td>
<td>4</td>
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<td></td>
<td>4. National Security Consulting and Access to Battelle Ventures</td>
<td>$2M</td>
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<td>$150M</td>
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<td>BWXT</td>
<td>5. Access to BWXT Lynchburg technology Center (LTC)</td>
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<td>6. Provision of BWXT Integrated Fuel Processor</td>
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<tr>
<td>Washington Group</td>
<td>7. Transfer of Smart Secure System Technology</td>
<td>$0.25M</td>
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<td>8. Construction Funding Support for the CAES</td>
<td>$5M</td>
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<td></td>
<td>9. Establish the Center for Nuclear Fuels and Materials Research (CNFMR)</td>
<td>$41.2M</td>
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<td>10. Access to EPRI's Technology Application Centers</td>
<td>$2.9M</td>
<td>4</td>
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<td></td>
<td>11. Provision of Technical Support to Critical Infrastructure Testbed</td>
<td>$2.2M</td>
<td>4</td>
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<td>State of Idaho</td>
<td>12. State Support for CAES</td>
<td>$7.2M</td>
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<td>13. Access to the Massachusetts Institute of Technology Reactor (MITR)</td>
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<td>North Carolina State University</td>
<td>15. Access to the Oregon State TRIGA Reactor</td>
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<td>16. Access to the Ohio State University Research Reactor</td>
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<td>Oregon State University</td>
<td>17. Access to the University of New Mexico Research Reactor</td>
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<td>18. Plan for Enterprise-Wide IT Development</td>
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<td>Electronic Data Systems</td>
<td>19. Support the Center for Nuclear Fuels and Materials Research BNFL Ltd.</td>
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<td>20. Support the Center for Nuclear Fuels and Materials Research - WEC</td>
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<td>BNFL Ltd.</td>
<td>21. Support the Center for Nuclear Fuels and Materials Research BNFL</td>
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<td>Westinghouse Electric Corp</td>
<td>22. Support the Center for Nuclear Fuels and Materials Research (CNFMR)</td>
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<td>British Nuclear Fuels - Pic</td>
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<td>British Nuclear Fuels - NSTS</td>
<td>23. Support the Center for Nuclear Fuels and Materials Research (CNFMR)</td>
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<td>AREVA</td>
<td>24. Establish the Center for Space Nuclear Research (CSNR)</td>
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<td>USRA</td>
<td>25. Support the Center for Space Nuclear Research (CSNR)</td>
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<td>General Atomics</td>
<td>26. Establish the Center for Nuclear Systems Design and Analysis (CNSDA)</td>
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<td>Burns &amp; Roe</td>
<td>27. Support the Center for Nuclear Systems Design and Analysis (CNSDA)</td>
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<td>$1.064B</td>
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</table>

(1) Direct Funds committed to a specific purpose at INL
(2) Program Funds Available for prescribed project or consulting activity
(3) Access Capital or Replacement value of an asset being offered for use
Resource Commitment Form #3 - Battelle

I am committing the following resources to the INL:

1. Resource Description:

Construction Funding Support for the Center for Advanced Energy Studies. Battelle commits to guarantee retirement, over 20 years, of bonds, issued by Idaho State University to help finance the design and construction of the Center for Advanced Energy Studies (CAES). The State of Idaho, Idaho State University, the University of Idaho, and the BEA Team have a strong interest in the establishment of a joint, $14 million laboratory/university CAES in Idaho to serve as a research and educational center.

2. Location of Resource:

The CAES facility will be located in Idaho Falls, Idaho, on land donated by Idaho State University and the University of Idaho (see Resource Commitment number 12).

3. Monetary Value:

Estimated Total Monetary Value: The ISU-issued bonds in conjunction with resource commitments #8 and #12 in the amount of $10M, for construction of an approximate 55,000 square foot CAES facility. The first security for the payment of the bonds is the lease payments from BEA for use, under lease, of the facility once completed. Only in the event of a failure of BEA's rental payments to amortize the bond debt, and only to the extent of such failure, is Battelle responsible to guarantee repayment of 88.8% of bond debt, with Battelle's maximum possible exposure being $8,880,000.00 (88.8% of the total $10M bond issue.)

4. Describe which Project/Program would benefit from the resource and why:

This commitment benefits the Nuclear Energy, National Security, Science & Technology, and Education Programs at INL. All INL programs will benefit from the design and construction of the Center for Advanced Energy Studies. The CAES, in collaboration with the INL, will be a hub for conducting academic instruction, performing research, and hosting technical meetings.

5. Date the resource will be provided:

Effective October 23, 2006, Battelle signed the CAES lease containing the bond guaranty. The sale of the ISU-issued bonds closed on December 13, 2006. The CAES facility will be operational in 2008.

6. The resource will be provided by:

Battelle, 505 King Avenue, Columbus, OH

7. Describe any liability related to this resource financial or otherwise:

We anticipate that sufficient funds for retirement of the bonds will be generated by rent paid by BEA for occupancy of ~60 percent of CAES.
8. How the resource will be managed:

The INL Chief Financial Officer will be the point-of-contact for interactions with Battelle regarding the commitment to obligate for the $8.88M in bonds.

9. How the resource will be integrated into the INL:

BEA will be responsible for managing the design, construction staffing and occupancy of the CAES on the state university campus in Idaho Falls. Laboratory responsibility for the CAES construction is our proposed Deputy for Operations.

10. Other pertinent information (e.g., exclusive rights and control of the resource):

N/A

[Signature]

Battelle Energy Alliance, LLC, by its sole member,
Battelle Memorial Institute
William J. Madia, Executive Vice President, Battelle
Resource Commitment Form #8 – Washington Group

I am committing the following resources to the INL:

1. Resource Description:

Construction Funding Support for the CAES. Washington Group International commits to guarantee retirement, over 20 years, of bonds issued by Idaho State University to help finance the design and construction of the Center for Advanced Energy Studies (CAES). The State of Idaho, Idaho State University, the University of Idaho, and the BEA Team have a strong interest in the establishment of a joint, $14M laboratory/university CAES in Idaho to serve as a research and educational center.

2. Location of Resource:

The CAES facility will be located in Idaho Falls, Idaho, on land donated by Idaho State University and the University of Idaho (see Resource Commitment number 12).

3. Monetary Value

Total Monetary Value: The ISU issued bonds in conjunction with resource commitments #3 and #12 in the amount of $10M, for construction of an approximate 55,000 square foot CAES facility. First security for payment of the bonds is the lease payments from BEA for use, under lease, of the facility once completed. Only in the event of a failure of BEA to pay this first security, and only to the extent of such failure, is Washington Group responsible to guarantee payment of 11.2% of delinquent payments, with Washington Group’s maximum possible exposure being $1,120,000 (11.2% of the total $10M bond issue).

4. Describe which Project/Program would benefit from the resource and why:

This commitment benefits the Nuclear Energy, National Security, Science & Technology, and Education Programs at INL. All INL programs will benefit from the design and construction of the Center for Advanced Energy Studies. The CAES, in collaboration with the INL, will be a hub for conducting academic instruction, performing research, and hosting technical meetings.

5. Date the resource will be provided:

Effective October 23, 2006, BEA, as the leasee, and Battelle and Washington Group, in the limited capacity as Guarantors, signed the CAES lease containing the $10M bond guaranty. The sale of the ISU-issued bonds closed on December 13, 2006. The CAES facility will be operational in 2008.

6. The resource will be provided by:

Washington Group International

7. Describe any liability related to this resource financial or otherwise:

We anticipate that sufficient funds for retirement of the bonds will be generated by rent paid by BEA for occupancy of approximately 60 percent of CAES.
The INL Chief Financial Officer will be the point-of-contact for interactions with Washington Group regarding Washington Group's commitment, as described at Section 3 above, to obligate for the $1.120M in bonds.

BEA will be responsible for oversight of the design, construction staffing, and occupancy of the CAES. The Laboratory Deputy for Operations will be responsible for establishing design requirements, securing approval for the architectural renderings/concepts, and working with Federal, state, and local organizations regarding the form, fit, function and utility of the CAES. BEA will coordinate activities with the DOE.

This revised version of Resource Commitment Form # 8 revises and replaces Washington Group's Resource Commitment Form # 8 that was initially included in the INL prime contract. As such, the original Resource Commitment Form # 8, including without limitation all of Washington Group's obligations contained therein, is deleted in its entirety, without penalty to BEA or Washington Group, and replaced by Washington Group's obligations contained within this revised version of Resource Commitment Form # 8.

George Dudich, Senior Vice President
Washington Group International