

2. AMENDMENT/MODIFICATION NO. 206	3. EFFECTIVE DATE 03/18/2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY Idaho Operations U.S. Department of Energy Idaho Operations 1955 Fremont Avenue Idaho Falls ID 83415	CODE	00701	7. ADMINISTERED BY (If other than Item 6) Idaho Operations U.S. Department of Energy Idaho Operations 1955 Fremont Avenue MS 1221 Idaho Falls ID 83415	CODE	00701
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BATTELLE ENERGY ALLIANCE, LLC Attn: Dana Storms P.O. BOX 1625 IDAHO FALLS ID 834150001	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC07-05ID14517
		10B. DATED (SEE ITEM 13) 11/09/2004
CODE 152020629	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. Offers 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 ACKNOWLEDGEMENT 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 ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	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)
X	Unilateral Modification - Mutual Agreement by Both Contracting Parties

E. IMPORTANT: Contractor is not, is required to sign this document and return 0 copies to the issuing office.

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

Tax ID Number: 68-0588324
DUNS Number: 152020629
The purpose of this modification is to incorporate the revised Special Financial Institution Account Agreement, (7 pages) to Part III Section J, List of Documents, Exhibits, and Other Attachments, Attachment J-B

All other terms and conditions remain unchanged.
Period of Performance: 11/09/2004 to 09/30/2014

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) Suzette M. Olson
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA Signature on File <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 03/18/2011

ATTACHMENT NO. 1

**SPECIAL FINANCIAL INSTITUTION ACCOUNT(S) AGREEMENT
FOR USE WITH THE
PAYMENTS CLEARED FINANCING ARRANGEMENT**

Agreement, effective the 17th day of December 2009, between the UNITED STATES OF AMERICA, represented by the Department of Energy (hereinafter referred to as "DOE"), and Battelle Energy Alliance, LLC, (hereinafter referred to as "Contractor") as corporation/legal entity, existing under the laws of the State of Delaware and U.S. Bank Association, national banking association, existing under the laws of the State of United States of America located at 425 Walnut Street, Cincinnati, Ohio (hereinafter referred to as "Financial Institution").

I. RECITALS

1. On the effective date of December 17, 2009, DOE and the Contractor entered into Contract No. DE-AC07-05ID14517 for the Management and Operation of the Idaho National Laboratory (INL), providing for the transfer of Government funds on a payment-cleared basis to the Contractor.
2. DOE requires that amounts transferred to the Contractor under said contract be deposited in a special demand deposit account or accounts at a financial institution covered by Department of the Treasury – approved Government deposit insurance organizations that are identified in I TFM 6-9000.

These special demand deposits must be kept separate from the Contractor's general or other funds, and the parties are agreeable to so depositing said amounts with the Financial Institution.

3. The special demand deposit account(s) shall be designated:
 - a. Master Account – Battelle Energy Alliance, LLC
Contract No. DE-AC07-05ID14517 Department of Energy
 - b. * Payroll Account (Check) – Battelle Energy Alliance, LLC
Contract No. DE-AC07-05ID14517 Department of Energy
 - c. * Payroll Account (Direct Deposit) – Battelle Energy Alliance, LLC
Contract No. DE-AC07-05ID14517 Department of Energy
 - d. * Accounts Payable Account – Battelle Energy Alliance, LLC
Contract No. DE-AC07-05ID14517 Department of Energy
 - e. ** Royalty Account – Battelle Energy Alliance, LLC
Contract No. DE-AC07-05ID14517 Department of Energy
 - * Zero balance accounts closed to the Master Account on a daily basis.
 - ** The Royalty Account is not part of the payments cleared financing arrangement

II. COVENANTS

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that:

1. The DOE shall have a title to the credit balance in said account(s) to secure the repayment of all funds transferred to the Contractor, and said title shall be superior to any lien, title, or claim of the Financial Institution or others with respect to such accounts.
2. The Financial Institution shall be bound by the provisions of said Contract between DOE and the Contractor relating to the transfer of funds into and withdrawal of funds from the above special demand deposit account(s), which are hereby incorporated into this Agreement by reference, but the Financial Institution shall not be responsible for the application of funds properly withdrawn from said Account(s). After receipt by the Financial Institution of written directions from the Contractor, the Financial Institution shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by the Financial Institution from the Contractor, and purporting to be signed by, or signed at the written direction of the Contractor may, insofar as the rights, duties, and liabilities of the Financial Institution are concerned, shall be considered as having been properly issued and filed with the Financial Institution by the Contractor.
3. DOE, the Contractor, or its authorized representatives, shall have access to financial records maintained by the Financial Institution with respect to such special demand deposit account(s) at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of financial records and any or all memoranda, checks, payments requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Financial Institution for a period of six (6) years after the final payment under this Agreement.
4. In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit account(s), the Financial Institution shall promptly notify the Contractor at:

Mr. Ronald Paige
Chief Financial Officer
Battelle Energy Alliance, LLC
PO Box 1625
2525 Fremont Avenue
Idaho Falls, ID 83415-3115

5. The Contractor shall authorize funds that shall remain available to the extent that obligations have been incurred in good faith thereunder by the Contractor to the Financial Institution for the benefit of the special demand deposit account(s). The Financial Institution agrees to honor upon presentation for payment all payments issued by the Contractor and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit account in a net positive and as close to zero as administratively possible.

The Financial Institution shall draw funds from an Automated Standard Application for Payment (ASAP) 1031 system account at the Federal Reserve Bank of Richmond (FRB-Richmond) for credit to the Contractor's account. The Financial Institution must determine the cutoff time for processing payments and deposits to ensure same day credit. The draw down is affected by sending an online request for funds (type code 1031) to FRB-Richmond via Fedwire by 5:45 p.m. Eastern time.

The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in Agreement 00040003, effective December 17, 2009. The Financial Institution agrees that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges," contained in the Financial Institution's aforesaid proposal will remain constant during the term of this Agreement. The Financial Institution shall calculate the monthly fees based on services rendered and invoice the Contractor. The Contractor shall issue a check or automated clearinghouse authorization transfer to the Financial Institution in payment thereof.

OR

The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in Agreement 00040003, effective December 17, 2009, in consideration of the placement by DOE of a noninterest-bearing time deposit with the Financial Institution in an amount agreed upon as shown on the form "Calculation of Time Account Balance Required" contained in the Financial Institutions proposal dated January 3, 2005. The Financial Institution agrees that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges," contained in the Financial Institution's aforesaid proposal will remain constant during the term of this Agreement. The Contractor shall withdraw \$2,880,417.01 in funds from the special demand deposit account and use such funds to make a noninterest-bearing time deposit in a separate account in the Financial Institution. This account will hereinafter be defined as the time deposit account. The funds in the time deposit account will remain on deposit and shall not be withdrawn or used for any purpose without the authorization of DOE. The amount of the deposit may be adjusted upward or downward, but only with the approval of DOE

6. The Financial Institution shall post collateral, acceptable under Department of the Treasury Manual I TFM 6-9000, with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this Agreement (including the noninterest-bearing time deposit account), less the Department of the Treasury-approved deposit insurance.
7. This Agreement, with all its provisions and covenants, shall be in effect for a term beginning on December 17, 2009 and ending January 31, 2015, unless earlier terminated as provided in this Agreement.
8. DOE, the Contractor, or the Financial Institution may terminate this Agreement at any time within the Agreement period upon submitting written notification to the other parties 90 days prior to the desired termination date. The specific provisions for operating the account during this 90-day period are contained in Covenant 11.
9. DOE or the Contractor may terminate this Agreement at any time upon 30 days written notice to the Financial Institution if DOE or the Contractor, or both parties, find that the Financial Institution has failed to substantially perform its obligations under this Agreement or that the Financial Institution is performing its obligations in a manner that precludes administering the program in an effective and efficient manner or that precludes the effective utilization of the Government's cash resources.
10. Notwithstanding the provisions of Covenants 8 and 9, in the event that the Contract, referenced in Recital (I.1.) between DOE and the Contractor is not renewed or is terminated, this


Agreement between DOE, the Contractor, and the Financial Institution shall be terminated automatically upon the delivery of written notice to the Financial Institution.

11. In the event of termination, the Financial Institution agrees to retain the Contractors' special demand deposit accounts(s) for an additional 90-day period to clear outstanding payment items. During this 90-day period, DOE shall place on deposit in that Account(s) sufficient funds to cover all outstanding payment items presented for payment. All service charges shall be consistent with the amount in effect during the period of this Agreement.

The Financial Institution has submitted the forms entitled "Technical Representations and Certifications", "Schedule of Financial Institution Processing Charges", and "Calculation of Time Account Balance Required." These forms have been accepted by the Contractor and the Government and are incorporated herein with the document entitled "Financial Institution's Information on Payments Cleared Financing Arrangement" as an integral part of this Agreement.

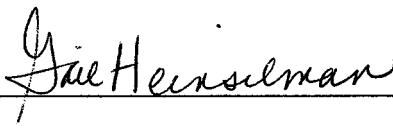
IN WITNESS WHEREOF, the parties hereto have caused this Agreement, which consists of five pages, including signature pages, to be executed as of the day and year first above written.

FOR BATTELLE ENERGY ALLIANCE, LLC

Signature  _____

Name: Ronald Paige
Title: Chief Financial Officer
Date:

FOR THE FINANCIAL INSTITUTION

Signature  _____

Name: Gail Heinselman
Title: Vice President – Government Banking Division
Date: 14 January 2011

FOR THE UNITED STATES OF AMERICA, DOE


Signature  _____

Name: Suzette M. Olson
Title: Contracting officer, DOE-ID

Date:

CERTIFICATE

I, Ronald Paige, certify that I am the Director - Business Management and Chief Financial Officer of the corporation named as Contractor herein; and is the "Authorized Person" of said corporation, and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.



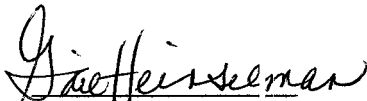
Signature

(Corporate Seal)



CERTIFICATE

I, Gail Heinselman, certify that I am the Vice President of Government Banking of the corporation named as Financial Institution herein; that Gail Heinselman who signed this Agreement on behalf of the Financial Institution is President of Government Banking of said corporation; and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.



Signature

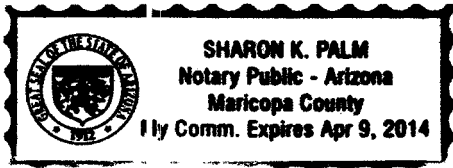
(Corporate Seal) U.S. Bank no longer uses the Corporate Seal

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Arizona }
County of Maricopa } ss.

On this the 7th day of March, 2011, before
me, Sharon K. Palm, the undersigned Notary
Public, personally appeared Gail Heinselman,
Name(s) of Signer(s)

- personally known to me – **OR** –
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

Other Required Information (Printed Name of Notary, Residence, etc.)

Place Notary Seal and/or Any Stamp Above

OPTIONAL

Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Contract # DE-AC07-051D14517
Document Date: 12/17/09 - 1/31/15 Number of Pages: 5
Signer(s) Other Than Named Above: - NA -

Right Thumbprint of Signer
Top of thumb here

State of Idaho)
S.S.
County of Bonneville)

On this 10th day of March, 2011, before me personally appeared Ronald Paige, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

S
E
A
L



Kathryn J. Harris
Notary Public - State of Idaho

My commission expires on 3/15/16