2 AMENDMENTAMODIFICATION NO 3. EFFECTIVE DATE Soe Block 16c 6. ISSUED BY U.S. Department of Energy (Idaho Operations Office (DOE-ID) Site Services Division 1955 Fremont Avenue, M5 (240) (Idaho Falls, ID 83415 1955 Fremont Avenue, M5 (240) (Idaho Falls, ID 83415 1966 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Battelle Energy Alliance, LLC P.O. Box 1625 (Idaho Falls, ID 83415 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Battelle Energy Alliance, LLC P.O. Box 1625 (Idaho Falls, ID 83415 The above numbered solibitation is amended as set forth in lien 14. The hour and date specified in the solidation as amended, by one of the following methods: (a) By completing horis and 15, and esturing years and 45 and esturing years which includes a inferiore is the solidation and savenement and the solidation as amended, by one of the following methods: (a) By completing horis and 15, and esturing years and 15, and esturing years which includes a inferiore is the solidation as amended, by one of the following methods: (a) By completing horis and date study of the company of the offer submitted, or (i) by selavate letter or integration which includes a inferiore is the solidation as amended, by one of the following methods: (a) By completing horis and state of the selavation as amended, by one of the following methods: (a) By completing horis and esturing years and the solidation as amended, by one of the following methods: (a) By completing horis and esturing years are provided to the selavation as amended, by one of the following methods: (a) By completing horis of the selavation as amended, by one of the following methods: (a) By completing horis of the selavation as amended, by one of the following method in the selavation as amended, by one of the selavation and the selavation as amended, by one of the selavation and the selavation and selavation	AMENDMENT OF SOLICITATION		1. CONTRAC DE-AC07-0		PAGE 1 OF2 PAGES		
U.S. Department of Energy Idaho Operations Office (DOE-ID) Site Services Division 1955 Ferent Avenue, MS 1240 Idaho Falls, ID 83415 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 **CODE*** **FACILITY CODE*** **TODE*** **FACILITY CODE*** **TODE*** **TODE** **TODE*** **TODE** **TODE*** **TODE** **TODE*** **T				I/PURCHA			NO. (If applicable)
Battelle Energy Alliance, LLC P.O. Box 1825 Idaho Falls, ID 83415 Total Modification of Contract/Order No DE.Ac07-05ID14517 Total Date Decay	U.S. Department of Energy Idaho Operations Office (DOE Site Services Division 1955 Fremont Avenue, MS 12 Idaho Falls, ID 83415	Diane (208) {	iane C. Long, Contract Specialist				
P.O. Box 1825 Idaho Falls, ID 83415 10A MODIFICATION OF CONTRACT/ORDER NO. DE.ACG7-05ID14517 10B DATED (SEE ITEM 13) 10B AMDDIFICATION OF CONTRACT/ORDER NO. DE.ACG7-05ID14517 10B DATED (SEE ITEM 13) November 9, 2004 11. This ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 1 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified in the solicitation as amended. Joy one of the following methods: (a) By completing lems 8 and 15, and returning	8. NAME AND ADDRESS OF CONTRACT	OR (No., street, county, State	and Zip Code)	9A	. AMENDMENT	OF SOLICITA	TION NO.
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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 3-1	Type of Resource Commitment			Benefiting INL Area		
						National	S&T and
Provider	Resource Commitment	Direct (1)	Program (2)	Access(3)	Nuclear Energy	Security	Education
Battelle	Upgrades to Advanced Test Reactor research Capability and					•	
nergy	Fuel Line	\$20M			4	4	<u> </u>
Alliance	2. Support for Education Programs	\$6M			4		4
-	3. Construction Funding Support for the Center for Advanced						
Battelle	Energy Studies (CAES)	\$8.88M	L		4	4	4
Memorial]		
nstitute	4. National Security Consulting and Access to Battelle Ventures		\$2M	\$150M		4	4
	5. Access to BWXT Lynchburg technology Center (LTC)		\$1.5M	\$100M	4	44	<u> </u>
BWXT	6. Provision of BWXT Integrated Fuel Processor	\$14M	<u> </u>		4		4
Vashington	7. Transfer of Smart Secure System Technology	\$0.25M	\$5M		<u> </u>	4	
Group	8. Construction Funding Support for the CAES	\$1.12M			4	4	4
	9. Establish the Center for Nuclear Fuels and Materials Research						1
Electric Power	(CNFMR)		\$41.2M	\$25M	4		1
Research	10. Access to EPRI's Technology Application Centers		\$2.9M	\$20M	4	4	4
nstitute	11. Provision of Technical Support to Critical Infrastructure	_	†	<u> </u>	1 -	-	1
	Testbed		\$1.8M	\$10M	}	4	i
State of Idaho	12. State Support for CAES	\$7.2M	 		4	4	4
	13. Access to the Massachusetts Institute of Technology Reactor	<u> </u>			 		
MIT	(MITR)		1	\$33.9M	4		4
North Carolina			 	V 00.0111			+
State University			1]		
	14. Access to the North Carolina University's PULSTAR Reactor		<u> </u>	\$25M	4		4
Oregon State							
Jniversity	15. Access to the Oregon State TRIGA Reactor			\$34M	4	<u></u>	4
The Ohio State						-	
Jniversity	16. Access to The Ohio State University Research Reactor		1	\$10M	4		4
University of New					1	_	
Mexico	17. Access to the University of New Mexico Research Reactor			\$5M	4		4
Electronic Data							
Systems	18. Plan for Enterprise-Wide IT Development		\$.24M		4	4	4
·	19. Support the Center for Nuclear Fuels and Materials Research		†				†
BNFL Inc.	BNFL Ltd.		\$1.5M		4		l
Vestinghouse	20 Support the Center for Nuclear Fuels and Materials Research -		 _				
Electric Corp	WEC		\$1.5M	İ	4		
British Nuclear	21. Support the Center for Nuclear Fuels and Materials Research		41.0M		 		
Fuels - Pic	BNFL			\$50M	4		
British Nuclear	22. Support the Center for Nuclear Fuels and Materials Research		 	Ψ301¥1	+		+
Fuels - NSTS	(CNFMR)		\$30M	\$300M	4		ĺ
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NDEVA	23. Support the Center for Nuclear Fuels and Materials Research (CNFMR)	#0\$4	20014	*****	1 , 1		
AREVA	<u>``</u>	\$2M	\$20M	\$50M	4		
JSRA	24. Establish the Center for Space Nuclear Research (CSNR)	\$1.5M	 		4		44
Seneral Atomics	25. Support the Center for Space Nuclear Research (CSNR)			\$150M	4	<u>-</u>	4
_	26. Establish the Center for Nuclear Systems Design and		1				
Burns & Roe	Analysis (CNSDA)	\$0.36M	 	Ĺ	4		4
	27. Support the Center for Nuclear Systems Design and Analysis]	1	1		1
Studsvík	(CNSDA)	\$0.25M	<u> </u>	\$101.5M	4		4
							1
TOTAL		\$61.58M					

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

Modification No. M069

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 or 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.

Contract No. DE-AC07-05ID14517 Section J, Attachment R

Modification M069

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

Battelle Energy Alliance, LLC, by its sole member,
Battelle Memorial Institute

William J. Madia, Executive Vice President, Battelle

Modification M069

Resource Commitment Form #8 - Washington Group

I am committing the following resources to the INL:

1. Resource Description:

Construction Funding Supoprt 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.

8. How the resource will be managed:

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.

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

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.

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

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.

11. Signature of responsible corporate official and date of signature:

George Dudich, Senior Vice President Washington Group International