designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of

Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency

may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's, and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors), and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with

respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(c) Recipient Responsibilities for Davis Bacon Act

(1) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:

(i) Obtain, maintain, and monitor all Davis Bacon Act (DBA) certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;

(ii) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;

(iii) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (ii) above;

(iv) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;

(v) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;

(vi) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;

(vii) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and

(viii) Provide copies of all records upon request by DOE or DOL in a timely manner.

(d) Rates of Wages

The minimum wages to be paid laborers and mechanics under this award involved in performance of work at the project site, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are found at http://www.wdol.gov/, by clicking on "Selecting DBA WDs". The Wage Determination Number(s) and General Decision Number(s) specific to this award are found below. These wage rates are minimum rates and are not intended to represent the actual wage rates that the Contractor may have to pay.

CONSTRUCTION TYPE	WAGE DETERMINATION NUMBER	GENERAL DECISION NUMBER
Building	TX53; FL121; FL45; MD1	TX080053 01/22/2010 TX53; FL080121 02/12/2010 FL121; FL080045 02/12/2010 FL45; MD080001 02/12/2010 MD1

34. CONTINGENCY

(a) Contingency Requirement. A minimum amount of Contingency is required for awards selected under Funding Opportunity Announcement DE-FOA-0000096. "Contingency" is defined in the Appendix as: "a provision in the Project Management Plan to mitigate cost and/or schedule risk." Contingency funds must be (a) liquid, (b) immediately available, and (c) unrestricted funds dedicated exclusively to the Project for the purpose of mitigating project performance baseline risk. Contingency funds may come from a variety of sources, as approved by the Contracting Officer on a case-by-case basis in accordance with the Appendix to these Terms and Conditions (Attachment 5).

(b) Minimum Amount of Contingency. Initial Contingency funds shall be not less than 25 percent of the Total Project Cost that begins with Budget Period 2, as more specifically described in Section B(2) of the Appendix to these Special Terms and Conditions (Attachment 5).

(c) Contingency Not Counted Toward Cost Share or DOE Reimbursement. Contingency is in addition to the Total Project Cost and cannot count toward cost share or result in reimbursement by DOE above the share approved in the award.

(d) Appendix. All of the terms and conditions set forth in this provision shall be further subject to the requirements and clarifications of Attachment 5.

PMC 128.3

(12-22--2009)

U.S. DEPARTMENT OF ENERGY
EERE - PROJECT MANAGEMENT CENTER

AWARD DOCUMENTS - REQUEST FOR SCANNING

STRIPES Award No. DE-EE0002867.002

OAFA Specialist: Molly Hames

Navarro Specialist: N/A

Program: Office of the Biomass Program

OAFA SPECIALIST	AWARD DOCUMENTS TO BE SCANNED:
Mark the box next to each document included in this package for scanning. Initials: _____ Date Package submitted to Scanning POC: _____	**DOCUMENTS:** ☒ AWD-001 Financial Assistance Award Index & Checklist ☐ AWD-002 Selection Statement ☐ AWD-003 Determination of Non-Competitive Financial Assistance (DNFA) Documentation ☐ AWD-004 HCA Approval ☐ AWD-005 HQ Business Clearance Documentation ☐ AWD-006 Congressional Affairs Notification (DOE F 4220.10) ☒ AWD-007 Successful Application Documentation (PRIME & SUBS) ☐ AWD-008 National Environmental Policy Act (NEPA) Documentation ☒ AWD-009 Pre-Award Information Sheet (PMC 121.1) ☐ AWD-010 Dun&Bradstreet Risk Assessment (PMC 460.2) ☒ AWD-011 Combined Technical Evaluation / Negotiation Memo (PMC 120.2) ☐ AWD-012 Intellectual Property Law Division (IPLD) Documentation ☐ AWD-013 Cost Share Determination Documentation ☒ AWD-014 Cost / Price Documentation ☐ AWD-016 Pre-Award Cost Request and Authorization ☐ AWD-017 Justification for Use of Conditional Availability of Funds Provision (PMC 132.2) **LETTERS/OTHER:** ☒ AWD-018 Misc. Correspondence to Recipients **REVIEWS:** ☒ AWD-019a Request for Review (PMC 112.2)(Review of Award Package) ☐ AWD-019b [insert other as needed]
STRIPES Procurement Assistant Initials:_____ Date Package returned to OAFA Specialist: _____	☐ all documents indicated above are included in this package (Note: return package to OAFA Specialist if any of the documents indicated above are not included in this package) ☐ all documents indicated above have been scanned to a non-editable .pdf format ☐ .pdf files placed in applicable folder on S:\ drive ☐ PMC 128.3 and document package returned (with all original documents) OAFA Specialist STRIPES Procurement Assistant to retain electronic copy of PMC 128.3 for 1 year, then destroy
OAFA SPECIALIST	**Action Items:** ✓ **VERIFY** that all .pdf files for all documents submitted for scanning were placed in applicable folder on S:\ drive ✓ **UPLOAD** all .pdf files to STRIPES AWARD as Supporting Documents ✓ **PLACE** all hardcopies of AWARD Supporting Documents in a secured shredder bin

OAFA Specialist: I acknowledge that all supporting documents for this award have been reviewed and uploaded to STRIPES. All paper documents contained in this file can be shredded.

_____

Hames, Molly

From: Sterner, Christy
Sent: Monday, September 13, 2010 2:01 PM
To: Hames, Molly; English, Christine
Subject: FW: No-cost BP-1 extension request for Algenol Biofuels

Hi Christine and Molly,

REDACTED
EXEMPTION 5

Thanks and best regards,

- deliberative process

Christy Sterner
U.S. DOE

Go to http://www.eere.energy.gov/golden/funding.aspx for important news regarding Grants.gov.

-----Original Message-----
From: Craig Smith [mailto:craig.smith@algenolbiofuels.com]
Sent: Tuesday, September 07, 2010 6:53 PM
To: Sterner, Christy
Cc: Denman Dax; Legere Edward; Ahlm Pat; McFadden Katie; Woods Paul
Subject: No-cost BP-1 extension request for Algenol Biofuels

Dear Christy:

As we have discussed, Algenol will not meet the financial contingency requirement for BP-2 by September 30, 2010, as outlined in the T&C's for our Integrated Pilot-scale Biorefinery Project. Algenol believes we have met all of the Phase I Gate Criteria for our project and we are technically ready to advance to Phase II of the Project.

We have met our Phase I Gate Criteria without using all of the BP-1 funds awarded by DOE. Therefore, we would like to respectfully request a 6 month, no-cost BP-1 extension from DOE. This extension will allow us to continue to make technical progress and front end load our preparation for BP-2. As reported to you on Friday, Algenol continues to target groundbreaking for our Freeport, Texas site in March and inoculation of our first bioreactors in November, 2011.

Please let me know if you require any additional information from Algenol to process this request. We will continue to provide DOE with weekly updates on both our technical and financial progress. We look forward to your feedback from the recent IE visit to Algenol's Process Development Unit and the audit of our program conducted by KPMG.

Best regards.....Craig

Craig R. Smith, M.D.
Chief Operating Officer
Algenol Biofuels Inc.

239-498-2000
craig.smith@algenolbiofuels.com

Walker, Geoffrey

From: Dax Denman [dax.denman@algenolbiofuels.com]
Sent: Wednesday, September 08, 2010 11:06 AM
To: English, Christine
Cc: Craig R. Smith, M.D.; Kathleen McFadden, CPA
Subject: Fwd: No-cost BP-1 extension request for Algenol Biofuels

Christine,

Please find Craig's e-mail on the BP-1 extension request from 9/7/10.

Best regards,
Dax

Begin forwarded message:

From: Craig Smith <craig.smith@algenolbiofuels.com>
Date: September 7, 2010 8:52:55 PM EDT
To: Sterner Christy <christy.sterner@go.doe.gov>
Cc: Denman Dax <dax.denman@algenolbiofuels.com>, Legere Edward <Ed.legere@algenolbiofuels.com>, Ahlm Pat <pat.ahlm@algenolbiofuels.com>, McFadden Katie <Katie.McFadden@Algenolbiofuels.com>, Woods Paul <Paul.Woods@Algenolbiofuels.com>
Subject: No-cost BP-1 extension request for Algenol Biofuels

Dear Christy:

As we have discussed, Algenol will not meet the financial contingency requirement for BP-2 by September 30, 2010, as outlined in the T&C's for our Integrated Pilot-scale Biorefinery Project. Algenol believes we have met all of the Phase I Gate Criteria for our project and we are technically ready to advance to Phase II of the Project.

We have met our Phase I Gate Criteria without using all of the BP-1 funds awarded by DOE. Therefore, we would like to respectfully request a 6 month, no-cost BP-1 extension from DOE. This extension will allow us to continue to make technical progress and front end load our preparation for BP-2. As reported to you on Friday, Algenol continues to target groundbreaking for our Freeport, Texas site in March and inoculation of our first bioreactors in November, 2011.

Please let me know if you require any additional information from Algenol to process this request. We will continue to provide DOE with weekly updates on both our technical and financial progress. We look forward to your feedback from the recent IE visit to Algenol's Process Development Unit and the audit of our program conducted by KPMG.

Best regards.....Craig

Craig R. Smith, M.D.
Chief Operating Officer
Algenol Biofuels Inc.

239-498-2000
craig.smith@algenolbiofuels.com

Dax Denman
Director of Program Management
Algenol Biofuels Inc.
239-444-6310 (Office)
239-641-6536 (Mobile)
dax.denman@algenolbiofuels.com

ASSISTANCE AGREEMENT

1. Award No.	2. Modification No.	3. Effective Date	4. CFDA No.
DE-EE0002867	003	01/29/2010	81.087

5. Awarded To	6. Sponsoring Office	7. Period of Performance
ALGENOL BIOFUELS INC. Attn: GREGORY SCHLICHT 28100 BONITA GRANDE DR STE 200 BONITA SPRINGS FL 341356220	Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401	01/29/2010 through 03/31/2011

8. Type of Agreement	9. Authority	10. Purchase Request or Funding Document No.
☐ Grant ☒ Cooperative Agreement ☐ Other	109-58, Energy Policy Act 2005 111-5, Recovery Act (2009)	10EE008215

11. Remittance Address	12. Total Amount	13. Funds Obligated
ALGENOL BIOFUELS INC. Attn: GREGORY SCHLICHT 28100 BONITA GRANDE DR STE 200 BONITA SPRINGS FL 341356220	Govt. Share: $24,331,431.00 Cost Share REDACTED EXEMPTION 4 Total : $	This action: $0.00 Total : $24,331,431.00

14. Principal Investigator	15. Program Manager	16. Administrator
Craig Smith Phone: 239-498-2000	Carol Christine Sterner Phone: 303-275-4720	Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393

17. Submit Payment Requests To	18. Paying Office	19. Submit Reports To
OR for Golden U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4517 Oak Ridge TN 37831	OR for Golden U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4517 Oak Ridge TN 37831	

20. Accounting and Appropriation Data

IBR

21. Research Title and/or Description of Project

RECOVERY ACT: INTEGRATED PILOT - SCALE BIOREFINERY FOR PRODUCING ETHANOL FROM HYBRID ALGAE

For the Recipient		For the United States of America	
22. Signature of Person Authorized to Sign		25. Signature of Grants/Agreements Officer Signature on File	
23. Name and Title	24. Date Signed	26. Name of Officer Molly Hames	27. Date Signed 09/14/2010

NAME OF OFFEROR OR CONTRACTOR
ALGENOL BIOFUELS INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 800399904 The purposes of this modification are to: 1) Grant and No Cost Time Extension, specifically extend the end of Budget Period 1 from 9/30/2010 to 03/31/2011; and 2) Update the Award Administrator, as shown below. All other terms and conditions remain unchanged. In Block 7 of the Assistance Agreement, the Period of Performance reflects the beginning of the Project Period through the end of the current Budget Period, shown as 01/29/2010 through 03/31/2011. For multiple Budget Periods, see Special Terms and Conditions, Provision 4, "Award Project Period and Budget Periods." The total amounts reflected in Blocks 12 and 13 of the Assistance Agreement do not include the Federally Funded Research and Development Center (FFRDC) funding amount of $424,480, which will be funded directly. DOE Award Administrator: Geoffrey Walker E-mail: geoffrey.walker@go.doe.gov Phone: 303-275-6005 DOE Project Officer: Christy Sterner E-mail: christy.sterner@go.doe.gov Phone: 303-275-4720 Recipient Business Officer: Katie McFadden E-mail: Katie.McFadden@Algenolbiofuels.com Phone: 239-498-2000 Recipient Principal Investigator: Craig Smith E-mail: craig.smith@algenolbiofuels.com Phone: 239-498-2000 "Electronic signature or signatures as used in this document means a method of signing an electronic message that-- (A) Identifies and authenticates a particular person as the source of the electronic message; (B) Indicates such person's approval of the information contained in the electronic message; Continued ... and,				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-EE0002867/003	3	3

NAME OF OFFEROR OR CONTRACTOR

ALGENOL BIOFUELS INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(C) Submission via FedConnect constitutes electronically signed documents." ASAP: NO Extent Competed: COMPETED Davis-Bacon Act: YES Fund: 05794 Appr Year: 2009 Allottee: 31 Report Entity: 200835 Object Class: 41000 Program: 1004173 Project: 2004000 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0331				

From: Sterner, Christy
Sent: Monday, September 13, 2010 2:01 PM
To: Hames, Molly; English, Christine
Subject: FW: No-cost BP-1 extension request for Algenol Biofuels

Hi Christine and Molly,

REDACTED
EXEMPTION 5

Thanks and best regards,

- deliberative process

Christy Sterner
U.S. DOE

Go to http://www.eere.energy.gov/golden/funding.aspx for important news regarding Grants.gov.

-----Original Message-----
From: Craig Smith [mailto:craig.smith@algenolbiofuels.com]
Sent: Tuesday, September 07, 2010 6:53 PM
To: Sterner, Christy
Cc: Denman Dax; Legere Edward; Ahlm Pat; McFadden Katie; Woods Paul
Subject: No-cost BP-1 extension request for Algenol Biofuels

Dear Christy:

As we have discussed, Algenol will not meet the financial contingency requirement for BP-2 by September 30, 2010, as outlined in the T&C's for our Integrated Pilot-scale Biorefinery Project. Algenol believes we have met all of the Phase I Gate Criteria for our project and we are technically ready to advance to Phase II of the Project.

We have met our Phase I Gate Criteria without using all of the BP-1 funds awarded by DOE. Therefore, we would like to respectfully request a 6 month, no-cost BP-1 extension from DOE. This extension will allow us to continue to make technical progress and front end load our preparation for BP-2. As reported to you on Friday, Algenol continues to target groundbreaking for our Freeport, Texas site in March and inoculation of our first bioreactors in November, 2011.

Please let me know if you require any additional information from Algenol to process this request. We will continue to provide DOE with weekly updates on both our technical and financial progress. We look forward to your feedback from the recent IE visit to Algenol's Process Development Unit and the audit of our program conducted by KPMG.

Best regards.....Craig

Craig R. Smith, M.D.
Chief Operating Officer
Algenol Biofuels Inc.

239-498-2000
craig.smith@algenolbiofuels.com

From: Dax Denman [dax.denman@algenolbiofuels.com]
Sent: Wednesday, September 08, 2010 11:06 AM
To: English, Christine
Cc: Craig R. Smith, M.D.; Kathleen McFadden, CPA
Subject: Fwd: No-cost BP-1 extension request for Algenol Biofuels

Christine,

Please find Craig's e-mail on the BP-1 extension request from 9/7/10.

Best regards,
Dax

Begin forwarded message:

From: Craig Smith <craig.smith@algenolbiofuels.com>
Date: September 7, 2010 8:52:55 PM EDT
To: Sterner Christy <christy.sterner@go.doe.gov>
Cc: Denman Dax <dax.denman@algenolbiofuels.com>, Legere Edward <Ed.legere@algenolbiofuels.com>, Ahlm Pat <pat.ahlm@algenolbiofuels.com>, McFadden Katie <Katie.McFadden@Algenolbiofuels.com>, Woods Paul <Paul.Woods@Algenolbiofuels.com>
Subject: No-cost BP-1 extension request for Algenol Biofuels

Dear Christy:

As we have discussed, Algenol will not meet the financial contingency requirement for BP-2 by September 30, 2010, as outlined in the T&C's for our Integrated Pilot-scale Biorefinery Project. Algenol believes we have met all of the Phase I Gate Criteria for our project and we are technically ready to advance to Phase II of the Project.

We have met our Phase I Gate Criteria without using all of the BP-1 funds awarded by DOE. Therefore, we would like to respectfully request a 6 month, no-cost BP-1 extension from DOE. This extension will allow us to continue to make technical progress and front end load our preparation for BP-2. As reported to you on Friday, Algenol continues to target groundbreaking for our Freeport, Texas site in March and inoculation of our first bioreactors in November, 2011.

Please let me know if you require any additional information from Algenol to process this request. We will continue to provide DOE with weekly updates on both our technical and financial progress. We look forward to your feedback from the recent IE visit to Algenol's Process Development Unit and the audit of our program conducted by KPMG.

Best regards.....Craig

Craig R. Smith, M.D.
Chief Operating Officer
Algenol Biofuels Inc.

239-498-2000
craig.smith@algenolbiofuels.com

Dax Denman
Director of Program Management
Algenol Biofuels Inc.
239-444-6310 (Office)
239-641-6536 (Mobile)
dax.denman@algenolbiofuels.com

ASSISTANCE AGREEMENT

1. Award No.	2. Modification No.	3. Effective Date	4. CFDA No.
DE-EE0002867	004	01/29/2010	81.087

5. Awarded To	6. Sponsoring Office	7. Period of Performance
ALGENOL BIOFUELS INC. Attn: GREGORY SCHLICHT 28100 BONITA GRANDE DR STE 200 BONITA SPRINGS FL 341356220	Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401	01/29/2010 through 03/31/2011

8. Type of Agreement	9. Authority	10. Purchase Request or Funding Document No.
☐ Grant ☒ Cooperative Agreement ☐ Other	109-58, Energy Policy Act 2005 111-5, Recovery Act (2009)	11EE000946

11. Remittance Address	12. Total Amount	13. Funds Obligated
ALGENOL BIOFUELS INC. Attn: GREGORY SCHLICHT 28100 BONITA GRANDE DR STE 200 BONITA SPRINGS FL 341356220	Govt. Share: $24,331,431.00 Cost Share REDACTED EXEMPTION 4 Total : $	This action: $0.00 Total : $24,331,431.00

14. Principal Investigator	15. Program Manager	16. Administrator
Craig Smith Phone: 239-498-2000	Carol Christine Sterner Phone: 303-275-4720	Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393

17. Submit Payment Requests To	18. Paying Office	19. Submit Reports To
OR for Golden U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4517 Oak Ridge TN 37831	OR for Golden U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4517 Oak Ridge TN 37831	

20. Accounting and Appropriation Data

IBR

21. Research Title and/or Description of Project

RECOVERY ACT: INTEGRATED PILOT - SCALE BIOREFINERY FOR PRODUCING ETHANOL FROM HYBRID ALGAE

For the Recipient		For the United States of America	
22. Signature of Person Authorized to Sign		25. Signature of Grants/Agreements Officer Signature on File	
23. Name and Title	24. Date Signed	26. Name of Officer Michael A. Schledorn	27. Date Signed 12/03/2010

Working Copy

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 800399904 The purpose of this modification is to delete and replace the Statement of Project Objectives (Attachment 2). All other terms and conditions remain unchanged. In Block 7 of the Assistance Agreement, the Period of Performance reflects the beginning of the Project Period through the end of the current Budget Period, shown as 01/29/2010 through 03/31/2011. For multiple Budget Periods, see Special Terms and Conditions, Provision 4, "Award Project Period and Budget Periods." The total amounts reflected in Blocks 12 and 13 of the Assistance Agreement do not include the Federally Funded Research and Development Center (FFRDC) funding amount of $424,480, which will be funded directly. DOE Award Administrator: Molly Hames E-mail: molly.hames@go.doe.gov Phone: 303-275-4864 DOE Project Officer: Christy Sterner E-mail: christy.sterner@go.doe.gov Phone: 303-275-4720 Recipient Business Officer: Katie McFadden E-mail: Katie.McFadden@Algenolbiofuels.com Phone: 239-498-2000 Recipient Principal Investigator: Craig Smith E-mail: craig.smith@algenolbiofuels.com Phone: 239-498-2000 "Electronic signature or signatures as used in this document means a method of signing an electronic message that-- (A) Identifies and authenticates a particular person as the source of the electronic message; (B) Indicates such person's approval of the information contained in the electronic message; and, (C) Submission via FedConnect constitutes electronically signed documents." ASAP: NO Extent Competed: COMPETED Davis-Bacon Act: YES Continued ... Fund: 05794 Appr Year: 2009 Allottee: 31 Report				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-EE0002867/004	3	3

NAME OF OFFEROR OR CONTRACTOR

ALGENOL BIOFUELS INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Entity: 200835 Object Class: 41000 Program: 1004173 Project: 2004000 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0331				

STATEMENT OF PROJECT OBJECTIVES
Algenol Biofuels Inc.
Recovery Act: Integrated Pilot-Scale Biorefinery for Producing Ethanol from Hybrid Algae

A. PROJECT OBJECTIVES

1. Demonstrate the commercial potential of DIRECT TO ETHANOL™ technology by building a pilot-scale DIRECT TO ETHANOL™ integrated biorefinery.

2. Operate a pilot-scale DIRECT TO ETHANOL™ integrated biorefinery that uses approximately 2 tonnes per day of carbon dioxide from industrial emissions as the feedstock for making ethanol.

3. Implement an integrated biorefinery project that will immediately create or save more than 300 well-paying high-tech jobs in Florida.

4. Assess the economic and environmental impact of a new breakthrough energy technology that could eventually create billions of dollars of economic value and thousands of new well-paying jobs while consuming large quantities of carbon dioxide from industrial emissions, displacing petroleum, and moving the U.S. toward energy independence.

5. Assemble a consortium of private industry, federal laboratories, and academic institutions that will contribute to the development, construction, operation and optimization of Algenol's pilot-scale integrated biorefinery and can contribute to future improvements in DIRECT TO ETHANOL™ technology.

B. PROJECT SCOPE

The DOE Office of Energy Efficiency and Renewable Energy (EERE) has established performance goals. Among these goals are to: 1) dramatically reduce, or even end, dependence on imported oil; and 2) spur the creation of the domestic bio-industry. To that end, the Office of the Biomass Program is offering to fund integrated biorefinery projects under this FOA entitled "Demonstration of Integrated Biorefinery Operations." The FOA lists three main criteria for selection: 1) technical merit and rationale; 2) credible economics and competitive advantages that justify an award; and 3) knowledge and experience in project management.

Algenol and its collaborators have collectively prepared a project that is responsive to the selection criteria as detailed below.

Exemption 4

Exemption 4

C. TASKS TO BE PERFORMED

Exemption 4

Exemption 4

Exemption 4

Exemption 4

PMC 128.1
08-2010

U.S. Department of Energy
Project Management Center

FINANCIAL ASSISTANCE AWARD
INDEX and CHECKLIST
(BUYER USE ONLY)

Award #:	**DE-EE0002867 / 004**	**Program:**	The Office of the Biomass Program
Recipient Name:	**Algenol Biofuels, Inc.**		
FOA #:	**DE-FOA-0000096**		
Specialist:	**Molly Hames**	**Phone:**	303-275-4864
Contracting Officer:	**Michael Schledorn**	**Phone:**	303-275-4993
Project Officer:	**Christy Sterner**	**Phone:**	303-275-4720

Action Item	*Indicate Completion of Action Item by inserting a date in the applicable box below*	
1	Verify Recipient's Registration and Delinquent Federal Debt Status with the Central Contractor Registration (CCR) (http://www.ccr.gov)	CCR Registration Valid through: 04/05/2011; file copy under tab AWD-001
2	Verify Recipient's registration with FedConnect (goto P:\STRIPES\Fedconnect Reports)	Registration Conrirmed on: 12/02/2010
3	Vendor Supplier/Site Information Form; send completed PMC 128.8a to 'GO ASAP Enrollment' mailbox	Sent on: N/A; file copy under tab AWD-001

STRIPES Index #	Supporting Document		Form #	applicable	not applicable	Supporting Document Naming Convention	pdf. required
AWD-001	Award Index and Checklist		PMC 128.f	X		**AWD-001 AWDChecklist**	
	AWD-001a	Vendor Supplier/Site Information Form	PMC 128.8a		X		
	AWD-001b	CCR Registration	n/a	X			
AWD-002	Selection Statement		n/a		X	**AWD-002 SelStat**	.pdf
AWD-003	Determination of Non-Competitive Financial Assistance (DNFA) Documentation (include Request for Review PMC.112.2)		PMC 109.x		X	**AWD-003 DNFADocs**	batch .pdf
AWD-004	HCA Approval (Total Project Value greater than $25M and less than $50M) (include Request for Review PMC.112.2)		n/a		X	**AWD-004 HCAApvl**	.pdf
AWD-005	HQ Business Clearance Documentation (Total Project Value greater than or equal to $50M)						
	AWD-005a	HQ Business Clearance Worksheet	PMC 107.1		X	**AWD-005 HQBusClrDocs**	batch .pdf
	AWD-005b	HQ Business Clearance Transmittal Letter(s)	PMC 107.2		X		
	AWD-005c	HQ Business Clearance; Correspondence received from HQ	n/a		X		
AWD-006	Congressional Affairs Notification		DOE F 4220.10		X	**AWD-006CongNotification**	
AWD-007	Successful Application Documentation (Prime)						
	AWD-007a	Application for Federal Assistance (Final SF-424 & Project Narrative)	SF-424		X	**AWD-007a AppDocs (PRIME)**	batch .pdf
		SF-424 (A or R&R) Budget Information	SF-424 (A or R&R)		X		
		Budget Justification	PMC 123.1		X		
		Disclosure of Lobbying Activities	SF-LLL		X		
		Cost Share Commitment Ltrs from Third Parties	n/a		X		
		Justification move SOPO Tasks into BP1	n/a	X			
AWD-008	National Environmental Policy Act (NEPA) Documentation						
	AWD-008a	NEPA Checklist	EF-1		X	**AWD-008 NEPADocs**	batch .pdf
	AWD-008b	NEPA Review	EF-2		X		
	AWD-008c	NEPA Determination	EF-2a		X		
AWD-009	Pre-Award Information Sheet		PMC 121.1		X	**AWD-009 PreAwardInfo**	.pdf
AWD-010	Dun&Bradstreet Risk Assessment		PMC 460.2		X	**AWD-010 D&BAssessment**	.pdf
AWD-011	Combined Technical Evaluation / Negotiation Memorandum		PMC 120.2	X		**AWD-011 TechEvalNegMem**	pdf
AWD-012	Intellectual Property Law Division (IPLD) Documentation						

STRIPES Index #	Supporting Document		Form #	applicable	not applicable	Supporting Document Naming Convention	pdf. required
	AWD-012a	IPLD Petition for Advance Waiver of Patent Rights	PMC 133.2		X	AWD-012 IPLDDocs	batch .pdf
	AWD-012b	IPLD Pre-Award Review Request	PMC 133.3		X		
	AWD-012c	IPLD Recommendation	e-mail		X		
AWD-013	Cost Share Determination Documentstion						
	AWD-013a	Cost Share Determination	PMC 112.2		X	AWD-013a CostShareDet	.pdf
	AWD-013b	Cost Share Waiver	PMC 142.2		X	AWD-013b CostShareWaiver	.pdf
AWD-014	Cost / Price Documentation						
	AWD-014a	Financial Information	PMC 410.1		X	AWD-014 CostPriceDocs	batch .pdf
	AWD-014b	Indirect Rate Agreement or Rate Proposal	n/a		X		
	AWD-014c	Response from C/P Analyst regarding Indirect Rates	PMC 420.3		X		
AWD-015	Excluded Parties List System (EPLS) Query (https://www.epls.gov)		n/a	X		AWD-015 EPLS	
AWD-016	Pre-Award Cost Request and Authorization		n/a		X	AWD-016 PreAwdCostAuth	.pdf
AWD-017	Justification for Use of Conditional Availability of Funds Provision		PMC 132.2		X	AWD-017 JustificationCondAvail	.pdf
AWD-018	Correspondence to Recipients (use this section for correspondence not issued at FOA level)		n/a	X		AWD-018 Correspondence	.pdf
AWD-019	Internal Review(s)						
	AWD-019a	Request for Review (Review of Award Package)	PMC 112.2	X		AWD-019a RvwAwdPkg	.pdf
AWD-020	Deviations						
Cover Page	Assistance Agreement Form		n/a	X			
Body	Special Terms and Conditions		n/a		X		
Attachment 1	Intellectual Property Provisions		n/a		X		
Attachment 2	Statement of Project Objectives		n/a	X			
Attachment 3	Federal Assistance Reporting Checklist and Instructions		DOE F 4600.2		X		
Attachment 4	Budget Information		n/a		X		
Attachment 5	Congintency Appendix		n/a		X		

CCR Search Results

Not to be used as certifications and representations. See ORCA for official certification.

Registration Status: Active in CCR; Registration valid until 04/05/2011.
DUNS: 800399904
DUNS PLUS4:
CAGE/NCAGE: 5JLG6
Legal Business Name: ALGENOL BIOFUELS INC.
Doing Business As (DBA):
Division Name:
Division Number:
Company URL: http://www.algenolbiofuels.com/

Physical Street Address 1: 28100 BONITA GRANDE DR STE 200
Physical Street Address 2:
Physical City: BONITA SPRINGS
Physical State: FL
Physical Foreign Province:
Physical Zip/Postal Code: 34135-6220
Physical Country: USA

Mailing Name: ALGENOL BIOFUELS INC.
Mailing Street Address 1: 28100 BONITA GRANDE DR STE 200
Mailing Street Address 2:
Mailing City: BONITA SPRINGS
Mailing State: FL
Mailing Foreign Province:
Mailing Zip/Postal Code: 34135-6220
Mailing Country: USA

Business Start Date: 05/15/2006
Delinquent Federal Debt: No

CORPORATE INFORMATION

Type of Organization

Corporate Entity, Not Federal Tax Exempt
(State of Incorporation is DE)

Business Types/Grants

2X - For-Profit Organization
95 - Research and Development
V2 - Grants

DISASTER RESPONSE INFORMATION

Bonding Levels

Construction Bonding Level, Per Contract (dollars):

Construction Bonding Level, Aggregate (dollars):

Service Bonding Level, Per Contract (dollars):

Service Bonding Level, Aggregate (dollars):

Geographic Areas Served

No geographic areas specified

GOODS / SERVICES

North American Industry Classification System (NAICS)

541711 - Research and Development in Biotechnology

Product Service Codes (PSC)

Federal Supply Classification (FSC)

SMALL BUSINESS TYPES

SDB, 8A and HubZone certifications come from the Small Business Administration and are not editable by CCR vendors.

Business Types Expiration Date

--- ---

North American Industry Classification System (NAICS)

The small business size status is derived from the receipts, number of employees, assets, barrels of oil, and/or megawatt hours entered by the vendor during the registration process.

NAICS Code	Description	Small Business	Emerging Small Business
541711	Research and Development in Biotechnology	Yes	No

CCR POINTS OF CONTACT

Government Business Primary POC

Name: PATRICK AHLM
Address Line 1: 28100 BONITA GRANDE DRIVE, SUITE 200
Address Line 2: 28100 BONITA GRANDE DRIVE, SUITE 200
City: BONITA SPRINGS
State: FL
Foreign Province:
Zip/Postal Code: 34135-6220
Country: USA
U.S. Phone: 239-498-2000
Non-U.S. Phone: 239-444-6313
Fax: 239-948-4996

Government Business Alternate POC

Name: PATRICK AHLM
Address Line 1: 28100 BONITA GRANDE DRIVE, SUITE 200
Address Line 2: 28100 BONITA GRANDE DRIVE, SUITE 200
City: BONITA SPRINGS
State: FL
Foreign Province:
Zip/Postal Code: 34135-6220
Country: USA
U.S. Phone: 239-498-2000
Non-U.S. Phone: 239-444-6313
Fax: 239-948-4996

Construction Bonding Level, Per Contract (dollars):

Construction Bonding Level, Aggregate (dollars):

Service Bonding Level, Per Contract (dollars):

Service Bonding Level, Aggregate (dollars):

Geographic Areas Served

No geographic areas specified

GOODS / SERVICES

North American Industry Classification System (NAICS)

541711 - Research and Development in Biotechnology

Product Service Codes (PSC)

Federal Supply Classification (FSC)

SMALL BUSINESS TYPES

SDB, 8A and HubZone certifications come from the Small Business Administration and are not editable by CCR vendors.

Business Types Expiration Date

--- ---

North American Industry Classification System (NAICS)

The small business size status is derived from the receipts, number of employees, assets, barrels of oil, and/or megawatt hours entered by the vendor during the registration process.

NAICS Code	Description	Small Business	Emerging Small Business
541711	Research and Development in Biotechnology	Yes	No

CCR POINTS OF CONTACT

Government Business Primary POC

Name: PATRICK AHLM

Address Line 1: 28100 BONITA GRANDE DRIVE, SUITE 200

Address Line 2: 28100 BONITA GRANDE DRIVE, SUITE 200

City: BONITA SPRINGS

State: FL

Foreign Province:

Zip/Postal Code: 34135-6220

Country: USA

U.S. Phone: 239-498-2000

Non-U.S. Phone: 239-444-6313

Fax: 239-948-4996

Government Business Alternate POC

Name: PATRICK AHLM

Address Line 1: 28100 BONITA GRANDE DRIVE, SUITE 200

Address Line 2: 28100 BONITA GRANDE DRIVE, SUITE 200

City: BONITA SPRINGS

State: FL

Foreign Province:

Zip/Postal Code: 34135-6220

Country: USA

U.S. Phone: 239-498-2000

Non-U.S. Phone: 239-444-6313

Fax: 239-948-4996

Past Performance Primary POC

Name: PATRICK AHLM
Address Line 1: 28100 BONITA GRANDE DRIVE, SUITE 200
Address Line 2:
City: BONITA SPRINGS
State: FL
Foreign Province:
Zip/Postal Code: 34135-6220
Country: USA
U.S. Phone: 239-498-2000
Non-U.S. Phone:
Fax: 239-948-4996

Past Performance Alternate POC

Name: KATHLEEN MCFADDEN
Address Line 1: 28100 BONITA GRANDE DRIVE, SUITE 200
Address Line 2:
City: BONITA SPRINGS
State: FL
Foreign Province:
Zip/Postal Code: 34135-6220
Country: USA
U.S. Phone: 239-498-2000
Non-U.S. Phone:
Fax: 239-948-4996

Electronic Business Primary POC

Name: PATRICK AHLM
Address Line 1: 28100 BONITA GRANDE DRIVE, SUITE 200
Address Line 2: 28100 BONITA GRANDE DRIVE, SUITE 200
City: BONITA SPRINGS
State: FL
Foreign Province:
Zip/Postal Code: 34135
Country: USA
U.S. Phone: 239-498-2000
Non-U.S. Phone: 239-444-6313
Fax: 239-444-6313

Electronic Business Alternate POC

Name: TONYA DUBOIS
Address Line 1: 28100 BONITA GRANDE DRIVE, SUITE 200
Address Line 2: 28100 BONITA GRANDE DRIVE, SUITE 200
City: BONITA SPRINGS
State: FL
Foreign Province:
Zip/Postal Code: 34135-6220
Country: USA
U.S. Phone: 239-498-2000
Non-U.S. Phone:
Fax:

November 2, 2010

U.S. Department of Energy
Golden Field Office
1617 Cole Blvd
Golden, CO 80401-3393

RE: ALGENOL BIOFUELS INC
PHASE 1 – NO COST EXTENSION - JUSTIFICATION
GRANT #DE-EE0002867

Dear Ms. Sterner and Ms. English,

As per your request on our most recent conference call, please see below for the justification for the extension of funds in Phase 1 of the above referenced grant.

1.) Algenol has used the cash basis of reporting under the DOE contract. As of 9/30, Algenol has had a number of vendors and sub-recipients that have not invoiced for expenses incurred through 9/30. These funds have been moved to the "Extension" WBS elements.

2.) Due to the technical and educational requirements of the scientists working on the project, the hiring took longer than anticipated.

3.) Due to the above, we achieved a higher productivity level from our existing staff.

4.) More frugal and less than anticipated travel.

Please let me know if you have any questions or need additional information.

Regards,

Katie McFadden, CFO

Algenol Proposed DOE Extended Phase I Activities

ALGENOL

- Timing: 10/1/10-12/31/10 activity
- $ REDACTED EXEMPTION 4 Total BP-1 unused budget as of 9/30/10
- $ Total (gross) proposed budget extension 10/1/10-12/31/10
- $3,803,420 – DOE share of unused budget as of 9/30/10
- $3,794,394 – DOE share of proposed budget extension through 12/31/10 activity
- Shifted WBS elements:
  -
  -
  -
  -
  -
  -

REDACTED
EXEMPTION 4

Attachment A: Resource Loaded Project Plan

ID	WBS	Task Name	Duration	Start	Finish	2009 Qtr 1	Qtr 2	Qtr 3	Qtr
1	**A**	Exemption 4							
2	A.1								
3	**A.2**								
4	**A.2.1**								
5	**A.2.1.1**								
6	A.2.1.1.1								
7	A.2.1.1.2								
8	A.2.1.1.3								
9	A.2.1.1.4								
10	**A.2.1.2**								
11	A.2.1.2.1								
12	A.2.1.2.2								
13	A.2.1.2.3								
14	A.2.1.2.4								
15	A.2.1.2.5								
16	**A.2.2**								
17	A.2.2.1								
18	A.2.2.2								
19	A.2.2.3								
20	A.2.2.4								
21	**A.2.3**								
22	A.2.3.1								
23	A.2.3.2								
24	A.2.3.3								
25	A.2.3.4								
26	A.2.3.5								
27	A.2.3.6								
28	**A.2.4**								
29	A.2.4.1								
30	**A.2.4.2**								
31	A.2.4.2.1								
32	A.2.4.2.2								
33	A.2.4.2.3								
34	A.2.4.2.4								
35	**A.3**								

Attachment A: Resource Loaded Project Plan

ID	WBS	Task Name	Duration	Start	Finish	2009 Qtr 1	Qtr 2	Qtr 3	Qtr
36	**A.3.1**	Exemption 4							
37	A.3.1.1								
38	A.3.1.2								
39	A.3.1.3								
40	A.3.1.4								
41	A.3.1.5								
42	A.3.1.6								
43	A.3.1.7								
44	A.3.1.8								
45	A.3.1.9								
46	A.3.1.10								
47	**A.3.1.11**								
48	A.3.1.11.1								
49	A.3.1.11.2								
50	**A.3.2**								
51	A.3.2.1								
52	A.3.2.2								
53	A.3.2.3								
54	**A.3.3**								
55	A.3.3.1								
56	A.3.3.2								
57	A.3.3.3								
58	**A.4**								
59	**A.4.1**								
60	**A.4.1.1**								
61	A.4.1.1.1								
62	A.4.1.1.2								
63	A.4.1.1.3								
64	**A.4.1.2**								
65	A.4.1.2.1								
66	A.4.1.2.2								
67	A.4.1.2.3								
68	**A.4.1.3**								
69	A.4.1.3.1								
70	A.4.1.3.2								

Attachment A: Resource Loaded Project Plan

ID	WBS	Task Name	Duration	Start	Finish	2009 Qtr 1	Qtr 2	Qtr 3	Qtr
71	A.4.1.3.3	Exemption 4							
72	**A.4.1.4**								
73	A.4.1.4.1								
74	A.4.1.4.2								
75	A.4.1.4.3								
76	**A.4.1.4.4**								
77	A.4.1.4.4.1								
78	A.4.1.4.4.2								
79	**A.4.1.5**								
80	A.4.1.5.1								
81	**A.4.1.5.2**								
82	A.4.1.5.2.1								
83	A.4.1.5.2.2								
84	**A.4.1.6**								
85	**A.4.1.6.1**								
86	A.4.1.6.1.1								
87	A.4.1.6.1.2								
88	A.4.1.6.1.3								
89	A.4.1.6.1.4								
90	**A.4.1.6.2**								
91	A.4.1.6.2.1								
92	A.4.1.6.2.2								
93	A.4.1.6.2.3								
94	**A.4.1.7**								
95	A.4.1.7.1								
96	A.4.1.7.2								
97	A.4.1.7.3								
98	A.4.1.7.4								
99	A.4.1.7.5								
100	A.4.1.7.6								
101	**A.4.2**								
102	**A.4.2.1**								
103	**A.4.2.1.1**								
104	A.4.2.1.1.1								
105	A.4.2.1.1.2								

ID	WBS	Task Name	Duration	Start	Finish	2009 Qtr 1	Qtr 2	Qtr 3	Qtr
106	A.4.2.1.1.3	Exemption 4							
107	A.4.2.1.1.4								
108	**A.4.2.1.2**								
109	A.4.2.1.2.1								
110	A.4.2.1.2.2								
111	A.4.2.1.2.3								
112	A.4.2.1.2.4								
113	**A.4.2.1.3**								
114	A.4.2.1.3.1								
115	A.4.2.1.3.2								
116	A.4.2.1.3.3								
117	A.4.2.1.3.4								
118	**A.4.2.1.4**								
119	A.4.2.1.4.1								
120	A.4.2.1.4.2								
121	A.4.2.1.4.3								
122	A.4.2.1.4.4								
123	**A.4.2.1.5**								
124	A.4.2.1.5.1								
125	A.4.2.1.5.2								
126	**A.5**								
127	**A.5.1**								
128	A.5.1.1								
129	**A.5.2**								
130	A.5.2.1								
131	A.5.2.2								
132	A.5.2.3								
133	**A.5.3**								
134	A.5.3.1								
135	A.5.3.2								
136	A.5.3.3								
137	A.5.3.4								
138	**A.6**								
139	A.6.1								
140	A.6.2								

Attachment A: Resource Loaded Project Plan

ID	WBS	Task Name	Duration	Start	Finish	2009 Qtr 1	Qtr 2	Qtr 3	Qtr
141	A.6.3	Exemption 4							
142	A.6.4								
143	A.6.5								
144	A.6.6								
145	**A.7**								
146	A.7.1								
147	A.7.2								
148	A.7.3								
149	A.7.4								
150	**A.8**								
151	A.8.1								
152	A.9								
153	**A.10**								
154	A.10.1								
155	A.10.2								
156	A.11								
157	**B**								
158	**B.1**								
159	B.1.1								
160	B.1.2								
161	B.2								
162	B.3								
163	**B.4**								
164	B.4.1								
165	B.4.2								
166	B.4.3								
167	**B.5**								
168	**B.5.1**								
169	**B.5.1.1**								
170	B.5.1.1.1								
171	B.5.1.1.2								
172	B.5.1.1.3								
173	**B.5.1.2**								
174	B.5.1.2.1								
175	B.5.1.2.2								

Attachment A: Resource Loaded Project Plan

ID	WBS	Task Name	Duration	Start	Finish	2009 Qtr 1	Qtr 2	Qtr 3	Qtr
176	B.5.1.2.3	Exemption 4							
177	B.5.1.2.4								
178	**B.5.1.3**								
179	B.5.1.3.1								
180	B.5.1.3.2								
181	B.5.1.3.3								
182	B.5.1.3.4								
183	B.5.1.3.5								
184	B.5.1.3.6								
185	**B.5.1.4**								
186	B.5.1.4.1								
187	B.5.1.4.2								
188	**B.5.1.5**								
189	B.5.1.5.1								
190	B.5.1.5.2								
191	B.5.2								
192	B.5.3								
193	**B.6**								
194	B.6.1								
195	B.6.2								
196	B.6.3								
197	B.6.4								
198	B.6.5								
199	**B.7**								
200	**B.7.1**								
201	B.7.1.1								
202	B.7.1.2								
203	**B.7.2**								
204	B.7.2.1								
205	B.7.2.2								
206	B.7.2.3								
207	**B.7.3**								
208	B.7.3.1								
209	B.7.3.2								
210	B.7.3.3								

Attachment A: Resource Loaded Project Plan

ID	WBS	Task Name	Duration	Start	Finish	2009 Qtr 1	Qtr 2	Qtr 3	Qtr
211	B.7.3.4	Exemption 4							
212	B.7.3.5								
213	**B.7.4**								
214	B.7.4.1								
215	B.7.4.2								
216	B.7.4.3								
217	B.7.4.4								
218	B.7.4.5								
219	**B.7.5**								
220	**B.7.5.1**								
221	B.7.5.1.1								
222	B.7.5.1.2								
223	B.7.5.1.3								
224	B.7.5.1.4								
225	B.7.5.1.5								
226	**B.7.5.2**								
227	B.7.5.2.1								
228	B.7.5.3								
229	B.7.5.4								
230	B.7.5.5								
231	B.7.5.6								
232	B.7.5.7								
233	**B.7.6**								
234	**B.7.6.1**								
235	B.7.6.1.1								
236	B.7.6.1.2								
237	B.7.6.1.3								
238	B.7.7								
239	**B.8**								
240	**B.8.1**								
241	B.8.1.1								
242	**B.8.1.2**								
243	B.8.1.2.1								
244	**B.8.2**								
245	B.8.2.1								

ID	WBS	Task Name	Duration	Start	Finish	2009 Qtr 1	Qtr 2	Qtr 3	Qtr
246	B.8.2.2	Exemption 4							
247	**B.9**								
248	B.9.1								
249	**B.10**								
250	B.10.1								
251	**B.11**								
252	B.11.1								
253	B.11.2								
254	**C**								
255	**C.1**								
256	C.1.1								
257	**C.2**								
258	C.2.1								
259	C.2.2								
260	C.2.3								
261	C.2.4								
262	C.3								
263	C.4								
264	C.5								

PMC 120.1
(2/08)

U.S. DEPARTMENT OF ENERGY
GOLDEN FIELD OFFICE

FINANCIAL ASSISTANCE COMBINED COST/TECHNICAL EVALUATION AND NEGOTIATION MEMORANDUM

SECTION I - GENERAL INFORMATION

This technical evaluation/negotiation memorandum will be prepared jointly by the assigned DOE/Golden OCPM AND OAFA personnel, to document the specific action being evaluated and supported. Each office is responsible for certain sections of this document. The assigned OCPM and OAFA personnel responsible for the action will both sign this document upon its completion, demonstrating their agreement on its contents.

1. Recipient: Algenol Biofuels Inc.

2. Grant/Cooperative Agreement No.: EE0002867 Modification No. 004
   Requisition No: 11EE000946
   Project Title: Recovery Act: Integrated Pilot-Scale Biorefinery for Producing Ethanol from Hybrid Algae

3. Type of Action: ☐ New Award ☐ Renewal ☐ Continuation ☒ Revision
   Description of this Action: (NOTE: Indicate what is addressed by this Action only):
   The purpose of this action is to revise the scope for Budget Period 1 (BP1) for Algenol Biofuels' project entitled, "Recovery Act: Pilot-Scale Integrated Biorefinery for Producing Ethanol from Hybrid Algae" (DE-EE0002867). Some tasks from BP2 are being moved to BP1. The budget (approved in modification 002) remains unchanged although tasks are being added.

4. Award type, as determined at Procurement Strategy Meeting (for new awards): ☐ Grant ☒ Cooperative Agreement
   If Cooperative Agreement, provide the specifics of the Substantial Involvement. (Note: This language will be used in the Substantial Involvement provision of the award.):
   The Substantial Involvement Provision is not changing from what is currently in the award.

5. New/Revised Project Period for this Award: From: 01/29/2010 To: 12/31/2014
   New/Revised Budget Period 1 for this Award: From: 01/29/2010 To: 03/31/2011
   New/Revised Budget Period 2 for this Award: From: 04/01/2011 To: 12/31/2014

6. Compliance Assessment (skip if new award):
   a. Deliverables
      The Recipient is current in submitting required reports: ☒ Yes ☐ No
      If no, identify the delinquent report(s), indicate what action(s) have been taken to remedy the situation, and identify what further action(s) are necessary, if any:

   b. Financial
      The Recipient is current in meeting the cost share requirement: ☒ Yes ☐ No
      If no, indicate what action(s) have been taken to remedy the situation and validate why this new action should proceed:

7. Check the applicable box for Funding Appropriation: ☒ Energy and Water ☐ Other _____

8. Check the applicable box for Statutory Authority:
   ☒ 109-58, Energy Policy Act 2005
   ☐ 110-140, Energy Independence and Security Act 2007
   ☒ 111-5, Recovery Act (2009)
   ☐ Other: _____

9. Per 10 CFR 600, the preferred payment method for State/Local Governments, Institutions of Higher Education, Hospitals, or Other Non-Profit Organizations is **Advance**. The preferred Payment Method for For-Profit organizations is **Reimbursement**. If the preferred payment method is not planned for a new award, provide an explanation below. Also explain below if the payment method for the award is being changed by this action.

The recipient is receiving ARRA funds and will continue to be on the ACH payment method to monitor their funds to ensure costs outside of Budget Period 1 are not charged to the award.

10. Is the proposed Recipient on the debarred or suspended list? Yes ☐ No ☒
Are any of the proposed subrecipients/subcontractors on the debarred or suspended list? Yes ☐ No ☒
Is the Project Director on the debarred or suspended list? Yes ☐ No ☒
If yes for either response above, award cannot be made without obtaining a waiver. See attached waiver.
The review was conducted on the Internet on 12/02/2010 (Include Printout in permanent STRIPES file)
(Date)

11. A risk determination has been completed on the PMC Form 460.2 Yes ☐ N/A ☒

12. Negotiation:

	Government Negotiator(s)		Recipient Negotiator(s)	
	Name	**Organization**	**Name**	**Position**
1.	Molly Hames	Contract Specialist	Dr. Craig Smith	COO
2.	Christy Sterner	Project Officer	Pat Ahlm	Assistant Project Manager
3.	Christine English	Navarro Project Engineer	Dax Denman	Assistant Project Manager

SECTION II – NEGOTIATION SUMMARY

1. Please record any significant application or budget submissions that resulted in a revised budget in the Negotiation History Table below (including SF424A, budget justifications, e-mails, etc.):

Application/Budget Submission	Reference Document(s)	Date of Submission	Summary of Change
N/A			The previously approved budget (002) is not changing.

2. Complete Budget Table below (only include the original budget and final negotiated costs – the Percent of Total Negotiated Budget will calculate automatically)
Note: List proposed amounts by category even if there are no differences in the dollar amount.

Element of Cost	BP1 Approved Costs	Percent of Total Negotiated Budget	Fringe Benefits and Indirects	
			Proposed Rate	Negotiated Rate
Exemption 4	Exemption 4			
TOTAL				
Program Income	$0	0%		
DOE Share (non-FFRDC)	$9,896,607	Exemption 4		
DOE Share (FFDRC)	$424,480			
Total DOE Share	$10,321,087			
Non-Federal Cost Share	Exemption 4			

SEE ATTACHED SF 424A FOR BUDGET PERIOD BREAKDOWN

3. Total Allowable Adjustment without Concurrence from the Selection Official per the Selection Statement: 10%
Actual Total Adjustment based on Budget Table Above: 0%
Total Project Costs have not changed from Selection Statement – these are BP1 costs only.
Is the original budget the same as the negotiated budget: ☒ Yes ☐ No - The Budget is not changing from the current approved budget (002).

If No, please check all boxes that apply:
☐ Change in the Project Scope
☐ Changes due to Time Delays
☐ Math Errors in Budget
☐ Changes in Indirect/Fringe Costs Caused Changes in Direct Costs or Total Project Costs
☐ Indirect/Fringe Rates incorrectly applied
☐ Other (explain) _____

4. Briefly describe and explain any substantial change(s) to the original Statement of Project Objectives submitted by the recipient:

Project Officer Commentary: The purpose of this action is to add tasks to BP1 that were previously slated for BP2. The addition of the six tasks does not result in a budget change – no funds need to be added to BP1 to perform the additional tasks. All but one of the additional tasks are continuing efforts from existing BP1 tasks. The 'new' task, Initiate Architect/EPC firm, is really extending the original task of finding an architectural firm and EPC contractor, to initiating and finalizing agreements with both. The table below includes a task by task discussion relating the additional task elements to existing BP1 efforts and the rationale for maintaining the existing budget with no changes.

Additional Task Element	Existing Related Task	Rationale for Budget Not Changing
A.12, A.12.1: On-going demo of organism performance at 4500L scale in saltwater, outdoors	A.2.2.3 Preliminary work at 4500L Scale (subtask under A.2.2 – Demonstrate growth in salt water across scales)	Work was included in original scope related to demo at 4500L scale. Availability of resources and associated funding allows the additional task of continuing this work to be pursued in BP1 rather than BP2.
A.13: Initiate architect/EPC firm	A.5 Architect Search and Site Selection, Design and Construction Planning, Employee Recruiting	In the original scope, funds were allotted for finding, reviewing, and selecting an architectural firm and EPC contractor. There are funds remaining in this task that can now be used to put contracts in place with both and begin initial work covered under BP1 and NEPA.
A.14: Compile final design specifications	Related to all unit op tasks: A.3.1.11.2; A.4.1.1.3; A.4.1.2.3; A.4.1.3.3; A.4.1.4.4.2; A.4.1.6.1.4; A.4.1.6.2.3; A.4.1.7.6; A.4.2.1.1.4; A.4.2.1.2.4; A.4.2.1.3.4; A.4.2.1.4.4	All engineering and design tasks included generation of preliminary design specifications. It was originally agreed that final design would occur early in BP2 (as close to 100% as possible within the NEPA regulations). Remaining funds associated with the engineering and design can be used in BP1 to further the design to as close to final as possible (prior to BP2).
A.15: On-going recruitment of Plant Manager, Engineer, and Project Manager	A.5.3 Personnel Recruiting (A.5.3.1; A.5.3.2; A.5.3.3; A.5.3.4)	Recruitment has taken longer than expected and the much of the funds originally allotted for this effort are available to continue the effort.
A.16: Continued flexible film photobioreactor evaluation	A.3: Flexible Film Photobioreactor Development	As with many of the other tasks, this effort was begun under the original scope and budget. There are funds remaining in this effort from the original BP1 budget that can further this effort through the additional task, using existing personnel.
A.17: Program Management BP1	A.9 Program Management of Extended DOE Phase 1 Activities	It makes sense that if there were funds remaining from the original tasks noted above, there would be program management activities and funds available for continuing these efforts.

As noted in the Table above, funds were originally allocated to the 'beginning' or 'preliminary' activities associated with each of these 'continuing' activities. Therefore, the budget in itself has not changed. More of the originally planned activities will be pursued with this extended scope for BP1 than originally planned under the current scope and budget. It

has also taken longer than expected to secure the contract between Algenol and one of its major partners which has allowed some funds associated with their efforts to be utilized during the extension period (003) to complete the 'preliminary' activities as well as these 'continuing' activities.

The revised scope, including these on-going efforts, is consistent with acceptable and previously approved BP1 activities. The overall budget associated with the original scope is being extended to cover the on-going efforts within activities previously budgeted and approved.

SECTION III – TECHNICAL EVALUATION SUMMARY

A. For each cost category, the Project Officer and the Specialist will complete his/her Technical Evaluation of the Negotiated Costs to confirm that they are all reasonable, allowable, and allocable. Additional comments should be added as necessary and as indicated below.

*****This Section has been intentionally left blank as the budget has not changed from the approved budget in 002*****

1. Personnel:
   Total Negotiated Personnel Costs: $Exemption 4 Not Applicable, the recipient did not propose personnel costs: ☐

Project Officer:
The proposed personnel costs have not changed from the originally approved budget.
Specialist: Negotiated labor rates are reasonable: ☒

2. Fringe Benefits:
   Total Negotiated Fringe Benefit Costs: $Exemption 4 Not Applicable, the recipient did not propose fringe benefit costs: ☐

Specialist:
The proposed fringe benefit costs have not changed from the originally approved budget.

3. Travel:
   Total Negotiated Travel Costs: $Exemption 4 Not Applicable, the recipient did not propose travel costs: ☐

Project Officer:
The proposed travel costs have not changed from the originally approved budget.
☒ Specialist concurs.

4. Equipment:
   Total Negotiated Equipment Costs: $Exemption 4 Not Applicable, the recipient did not propose equipment costs: ☐

Project Officer:
The proposed equipment costs have not changed from the originally approved budget.
☒ Specialist concurs.

5. Supplies:
   Total Negotiated Supplies Costs: $0 Not Applicable, the recipient did not propose supplies costs: ☐

Project Officer:
The proposed supplies costs have not changed from the originally approved budget.
☒ Specialist concurs.

6. Contractual:
   Total Negotiated Contractual Costs: $Exemption 4 Not Applicable, the recipient did not propose contractual costs: ☐

Project Officer:
The proposed contractual costs have not changed from the originally approved budget.
☒ Specialist concurs.

7. Construction:
   Total Negotiated Construction Costs: $0 Not Applicable, the recipient did not propose construction costs: ☐

Project Officer:
The proposed construction costs have not changed from the originally approved budget.
☒ Specialist concurs.

8. Other Direct Costs:
Total Negotiated Other Direct Costs: $0 Not Applicable, the recipient did not propose other direct costs: ☐

Project Officer: The proposed other direct costs have not changed from the originally approved budget.
☒ Specialist concurs.

9. Indirect Charges:
Total Negotiated Indirect Costs: $Exemption 4 Not Applicable, the recipient did not propose indirect costs: ☐

Specialist: The proposed indirect costs have not changed from the originally approved budget.

10. Cost Share:

Project Officer: Project is a: ☒ Research ☒ Development ☐ Demonstration ☐ Other: (Explain) The minimum recipient's cost share required for this award is: Exemption The recipient proposed cost share for this award is: Exemption Does the proposed cost share meet the minimum requirement: ☒ Yes ☐ No
Specialist: Is the proposed cost share: ☒ Cash ☐ In-kind All proposed cost share for Budget period 1 is proposed as cash contributions from Algenol ($Exemption 4), DOW ($Exemption 4), and Membrane Technology and Research, Inc. ($Exemption 4). Third Party cost share commitment letters were obtained previously.

B. The following Project Officer and Specialist evaluation and negotiation commentary and recommendations address their agreement on all additional considerations for this award.

1. Please list any other special provisions agreed upon for inclusion in this award and describe the rationale for their inclusion below.

The revised SOPO will replace the existing SOPO.

2. If a negotiation strategy, or strategies, is/are specified in the selection statement, provide a discussion below of how this was addressed and resolved.

Exemption 4 of Total Project Costs must be kept aside from the project budget as contingency for the project. This contingency is applicable to total project costs (BP2 forward) and will be verified by the Project Officer as requested and discussed in the Contingency Appendix that will be attached to the award. Contingency will be reported and tracked as well to address the Exemption requirement per the Selection Statement.

3. Any other comments or concerns of the Project Officer and/or Specialist for this award, and the recommended approach to mitigating them, will be explained and addressed below.

The Contracting Officer and the Project Officer have conferred about how this action potentially affects costs associated with BP2. There is an understanding that the actual effect of this action on BP2 costs must be addressed at the time BP2 is pursued, whether the effect is a reduction in overall BP2 costs or full utilization of remaining BP2 funds due to cost increases, more refined costs or some other reason.

4. Is this a Recovery Act award? ☒ Yes ☐ No
   - If Yes, does the Buy American Act apply (see applicability below)? ☐ Yes ☒ No
   - If Yes, does Davis Bacon Act apply (see applicability below)? ☒ Yes ☐ No

If the answer to either the Buy American Act or Davis Bacon Act questions is Yes, provide a short discussion below on: 1) the type of entity; 2) what applies; Davis Bacon, Buy American, or both; 3) whether it applies to the prime, subrecipient, or both; and 4) work to be performed that requires applicability of Buy American and/or Davis Bacon.

Algenol Biofuels Inc. includes construction activities, and therefore is subject to the Davis Bacon Act (DBA). DBA will apply to both the Recipient and their subrecipients, throughout the entirety of the project (Budget Periods 1 & 2).

SECTION IV – RECOMMENDATIONS/APPROVAL

Signatures of the Project Officer and Specialist, indicating their recommendations, as indicated below, will occur after their mutual agreement on the contents of this document, and before the review and approval process for the action. The signatures below indicate that the costs in the negotiated budget are reasonable, allowable, and allocable.

1. Technical Recommendation

The project costs are acceptable and should be considered for a financial assistance award. The resources have been reviewed relative to the Statement of Project Objectives and are found to be reasonable, except as previously noted herein.

Christy Sterner — Signature
12/3/10 — Date

Christy Sterner
Project Officer

2. Specialist Recommendation

In view of the above analysis, the technical evaluation, and considering all known factors, this Award is recommended.

Molly R Hames — Signature
12/03/10 — Date

Molly Hames
Grants and Agreements Specialist

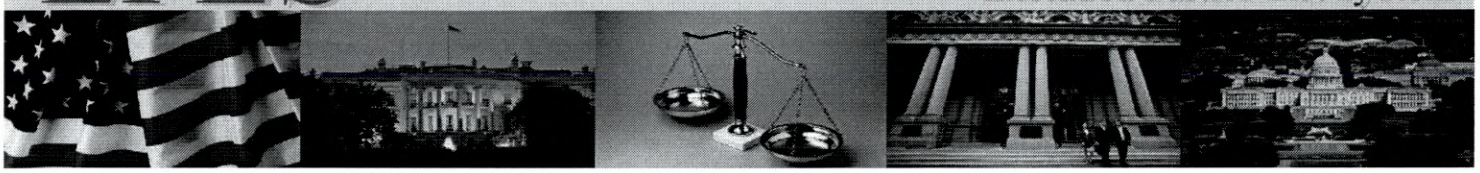
3. Contracting Officer Approval

☒ I concur with the above recommendation and have determined that the Recipient is responsible. I consider this Award to be in the best interest of the Government, and approve the award documents.

☐ In view of the analysis, the technical evaluation, and considering all known factors, I have determined that the Recipient is responsible. This Award is considered to be in the best interest of the Government and approved.

Michael A. Schledorn — Signature
12/3/2010 — Date

Michael A. Schledorn
Contracting Officer



Search - Current Exclusions

> Advanced Search
> Multiple Names
> Exact Name and SSN/TIN
> MyEPLS
> Recent Updates
> Browse All Records

View Cause and Treatment Code Descriptions

> Reciprocal Codes
> Procurement Codes
> Nonprocurement Codes

Agency & Acronym Information

> Agency Contacts
> Agency Descriptions
> State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

> Debar Maintenance
> Administration
> Upload Login

EPLS Search Results

Results **1** - **1** of **1**

Search Results for Parties Excluded by

Firm, Entity, or Vessel : Algenol Biofuels, Inc.
Firm, Entity, or Vessel : The Dow Chemical Company
Firm, Entity, or Vessel : Georgia Institute of Technology
Firm, Entity, or Vessel : Membrane Technology and Research, Inc.
Individual : Craig R. Smith
Individual : Katie McFadden

As of 02-Dec-2010 11:26 AM EST

Save to MyEPLS

Page: **1**

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

Name	Smith, Craig E.
Classification	Individual
Exclusion Type	Reciprocal
Description	Convicted of Clean Air Act or Clean Water Act violation- ineligible for awards to be performed at this Facility Only: C.W.S. Industries, Inc., 726-C Kaighns Ave., Camden, NJ 08103 (Violating Facility)

Address(es) --

Verify Street 1	
Verify Street 2	
Address	Cherry Hill, NJ, 08003
DUNS	none

CT Action(s) --

Action Date	24-Feb-2003
Termination Date	Indef.
CT Code	H
Agency	EPA
Agency POC	EPA Contacts
EPLS Create Date	23-Mar-2004
EPLS Modify Date	

Record History

Page: **1**

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

Back **New Search** **Report** **Excel** **XML** **ASCII** **Printer-Friendly**

Resources

> Search Help
> Public User's Manual
> FAQ
> Acronyms
> Privacy Act Provisions
> News

Reports

> Advanced Reports
> Recent Updates
> Dashboard

Archive Search - Past Exclusions

> Advanced Archive Search
> Multiple Names
> Recent Updates
> Browse All Records

Contact Information

> For Help: Federal Service Desk

Hames, Molly

From: Crawford, Lalida
Sent: Thursday, December 02, 2010 1:49 PM
To: Hames, Molly
Subject: FW: Status of Algenol Amendment

-----Original Message-----
From: Schledorn, Michael
Sent: Monday, November 29, 2010 2:50 PM
To: Sterner, Christy; Crawford, Lalida
Cc: Buck, Michael
Subject: RE: Status of Algenol Amendment

REDACTED
EXEMPTION 5

- deliberative process

Michael A. Schledorn
Chief, RE Branch II/Contracting Officer Golden Field Office U.S. Department of Energy
303.275.4993
800.644.6735 X4993 (toll free)
303.275.4830 FAX
michael.schledorn@go.doe.gov

--- OFFICIAL USE ONLY ---
May be exempt from public release under the Freedom of Information Act, 5 U.S.C. 552, Exemption 5 - Privileged Information.

-----Original Message-----
From: Sterner, Christy
Sent: Monday, November 29, 2010 2:45 PM
To: Schledorn, Michael; Crawford, Lalida
Cc: Buck, Michael
Subject: RE: Status of Algenol Amendment

Hi Mike,

REDACTED
EXEMPTION 5
- deliberative process

REDACTED
EXEMPTION 5
- deliberative process

Best regards,

Christy Sterner
U.S. DOE

Go to http://www.eere.energy.gov/golden/funding.aspx for important news regarding Grants.gov.

-----Original Message-----
From: Schledorn, Michael
Sent: Monday, November 29, 2010 2:34 PM
To: Sterner, Christy; Crawford, Lalida
Cc: Buck, Michael
Subject: RE: Status of Algenol Amendment

REDACTED
EXEMPTION 5
- deliberative process

Michael A. Schledorn
Chief, RE Branch II/Contracting Officer Golden Field Office U.S. Department of Energy
303.275.4993
800.644.6735 X4993 (toll free)
303.275.4830 FAX
michael.schledorn@go.doe.gov

--- OFFICIAL USE ONLY ---
May be exempt from public release under the Freedom of Information Act, 5 U.S.C. 552, Exemption 5 - Privileged Information.

-----Original Message-----
From: Sterner, Christy
Sent: Monday, November 29, 2010 2:27 PM
To: Crawford, Lalida
Cc: Buck, Michael; Schledorn, Michael
Subject: Status of Algenol Amendment
Importance: High

Hi Lalida,

REDACTED
EXEMPTION 5
- deliberative process

Best regards,

Christy Sterner
Project Officer
U.S. Department of Energy
Golden Field Office
Phone: 303-275-4720
Fax: 303-275-4753
email: christy.sterner@go.doe.gov

Go to http://www.eere.energy.gov/golden/funding.aspx for important news regarding Grants.gov.

PMC 112.2
(08/27/2009)

U.S. DEPARTMENT OF ENERGY
PROJECT MANAGEMENT CENTER

REQUEST FOR REVIEW

☒ Normal Review ☐ Expedited Review Date: 12/02/2010

Justification for Expedited Review _____

Award Number: DE-EE0002867 FOA Number, if new award: REDACTED EXEMPTION 4

Item(s) For Review: Budget revision; lift subcontractor hold and reopener clause. Total Project: $
Federal Funds: $ 24,331,431

Specialist Listed on Award: Molly Hames Phone: 303-275-4864

Specialist Who Prepared Award: _____ Phone: _____

Note to Specialist: Send 72 Hour Congressional Notification for FOA action reviews, as required.

☒ PEER REVIEW

Comments:

REDACTED EXEMPTION 5 - deliberative process

Signature:

☐ CONTRACTING OFFICER REVIEW

☐ Approved ☒ Approved subject to comments below/attached ☐ Not Approved; Comments below/attached

Comments: Add additional comments on BP2 Cost to technical evaluation

Signature: _____ Date: 12/3/2010

☐ INDEPENDENT REVIEW

Comments:

Signature: _____ Date: _____

☐ LEGAL REVIEWS – SEE PAGE 2 **(Delete page 2 if not required)**

☐ OAFA BRANCH CHIEF REVIEW

☐ Approved ☐ Approved subject to comments below/attached ☐ Not Approved; Comments below/attached

Comments:

Signature: _____ Date: _____

☐ DIRECTOR FINANCIAL ASSISTANCE REVIEW – SEE PAGE 3 **(Delete page 3, if not required)**

☐ HEAD OF CONTRACTING ACTIVITY REVIEW – SEE PAGE 3 **(Delete page 3, if not required)**

4. Briefly describe and explain any substantial change(s) to the original Statement of Project Objectives submitted by the recipient:

5.

Project Officer Commentary: The purpose of this action is to add tasks to BP1 that were previously slated for BP2. The addition of the six tasks does not result in a budget change – no funds need to be added to BP1 to perform the additional tasks. All but one of the additional tasks are continuing efforts from e[redacted] Architect/EPC firm, is really extending the original task of finding an [redacted] finalizing agreements with both. The table below includes a task by task discussion relating the additional task elements to existing BP1 efforts and the rationale for maintaining the existing budget with no changes.

REDACTED
EXEMPTION 5
– deliberative process

Additional Task Element	Existing Related Task	Rationale for Budget Not Changing
A.12, A.12.1: On-going demo of organism performance at 4500L scale in saltwater, outdoors	A.2.2.3 Preliminary work at 4500L Scale (subtask under A.2.2 – Demonstrate growth in salt water across scales)	Work was included in original scope related to demo at 4500L scale. Availability of resources and associated funding allows the additional task of continuing this work to be pursued in BP1 rather than BP2.
A.13: Initiate architect/EPC firm	A.5 Architect Search and Site Selection, Design and Construction Planning, Employee Recruiting	In the original scope, funds were allotted for finding, reviewing, and selecting an architectural firm and EPC contractor. There are funds remaining in this task that can now be used to put contracts in place with both and begin initial work covered under BP1 and NEPA.
A.14: Compile final design specifications	Related to all unit op tasks: A.3.1.11.2; A.4.1.1.3; A.4.1.2.3; A.4.1.3.3; A.4.1.4.4.2; A.4.1.6.1.4; A.4.1.6.2.3; A.4.1.7.6; A.4.2.1.1.4; A.4.2.1.2.4; A.4.2.1.3.4; A.4.2.1.4.4	All engineering and design tasks included generation of preliminary design specifications. It was originally agreed that final design would occur early in BP2 (as close to 100% as possible within the NEPA regulations). Remaining funds associated with the engineering and design can be used in BP1 to further the design to as close to final as possible (prior to BP2).
A.15: On-going recruitment of Plant Manager, Engineer, and Project Manager	A.5.3 Personnel Recruiting (A.5.3.1; A.5.3.2; A.5.3.3; A.5.3.4)	Recruitment has taken longer than expected and the much of the funds originally allotted for this effort are available to continue the effort.
A.16: Continued flexible film photobioreactor evaluation	A.3: Flexible Film Photobioreactor Development	As with many of the other tasks, this effort was begun under the original scope and budget. There are funds remaining in this effort from the original BP1 budget that can further this effort through the additional task, using existing personnel.
A.17: Program Management BP1	A.9 Program Management of Extended DOE Phase 1 Activities	It makes sense that if there were funds remaining from the original tasks noted above, there would be program management activities and funds available for continuing these efforts.

As noted in the Table above, funds were originally allocated to the 'beginning' or 'preliminary' activities associated with each of these 'continuing' activities. Therefore, the budget in itself has not changed. More of the originally planned activities will be pursued with this extended scope for BP1 than originally planned under the current scope and budget. It

STRIPES 'ASSISTANCE AGREEMENT' (COVER PAGE) TEMPLATE LANGUAGE FOR NEW AWARDS AND AWARD MODIFICATIONS

MODIFICATIONS:

Please add the following language to all award modifications in STRIPES at MAIN/TEXT/Header Text

The purpose of this modification is to delete and replace the Statement of Project Objectives (Attachment 2).

All other terms and conditions remain unchanged.

In Block 7 of the Assistance Agreement, the Period of Performance reflects the beginning of the Project Period through the end of the current Budget Period, shown as 01/29/2010 through 03/31/2011. For multiple Budget Periods, see Special Terms and Conditions, Provision 4, "Award Project Period and Budget Periods."

The total amounts reflected in Blocks 12 and 13 of the Assistance Agreement do not include the Federally Funded Research and Development Center (FFRDC) funding amount of $424,480, which will be funded directly.

DOE Award Administrator: Molly Hames
E-mail: molly.hames@go.doe.gov
Phone: 303-275-4864

DOE Project Officer: Christy Sterner
E-mail: christy.sterner@go.doe.gov
Phone: 303-275-4720

Recipient Business Officer: Katie McFadden
E-mail: Katie.McFadden@Algenolbiofuels.com
Phone: 239-498-2000

Recipient Principal Investigator: Craig Smith
E-mail: craig.smith@algenolbiofuels.com
Phone: 239-498-2000

Please add the following statement to all new awards in STRIPES at MAIN/TEXT/Header Text
Add 'Electronic Signature Defined' statement

STATEMENT OF PROJECT OBJECTIVES
Algenol Biofuels Inc.
Recovery Act: Integrated Pilot-Scale Biorefinery for Producing Ethanol from Hybrid Algae

A. PROJECT OBJECTIVES

1. Demonstrate the commercial potential of DIRECT TO ETHANOL™ technology by building a pilot-scale DIRECT TO ETHANOL™ integrated biorefinery.

2. Operate a pilot-scale DIRECT TO ETHANOL™ integrated biorefinery that uses approximately 2 tonnes per day of carbon dioxide from industrial emissions as the feedstock for making ethanol.

3. Implement an integrated biorefinery project that will immediately create or save more than 300 well-paying high-tech jobs in Florida.

4. Assess the economic and environmental impact of a new breakthrough energy technology that could eventually create billions of dollars of economic value and thousands of new well-paying jobs while consuming large quantities of carbon dioxide from industrial emissions, displacing petroleum, and moving the U.S. toward energy independence.

5. Assemble a consortium of private industry, federal laboratories, and academic institutions that will contribute to the development, construction, operation and optimization of Algenol's pilot-scale integrated biorefinery and can contribute to future improvements in DIRECT TO ETHANOL™ technology.

B. PROJECT SCOPE

The DOE Office of Energy Efficiency and Renewable Energy (EERE) has established performance goals. Among these goals are to: 1) dramatically reduce, or even end, dependence on imported oil; and 2) spur the creation of the domestic bio-industry. To that end, the Office of the Biomass Program is offering to fund integrated biorefinery projects under this FOA entitled "Demonstration of Integrated Biorefinery Operations." The FOA lists three main criteria for selection: 1) technical merit and rationale; 2) credible economics and competitive advantages that justify an award; and 3) knowledge and experience in project management.

Algenol and its collaborators have collectively prepared a project that is responsive to the selection criteria as detailed below.

Exemption 4

Exemption 4

C. TASKS TO BE PERFORMED

Exemption 4

Exemption 4

Exemption 4

Exemption 4

PMC 128.1
08-2010

U.S. Department of Energy
Project Management Center

FINANCIAL ASSISTANCE AWARD
INDEX and CHECKLIST
(BUYER USE ONLY)

Award #: DE-EE0002867 / 004
Recipient Name: Algenol Biofuels, Inc.
FOA #: DE-FOA-0000096
Specialist: Molly Hames
Contracting Officer: Michael Schledorn
Project Officer: Christy Sterner

Program: The Office of the Biomass Program
Phone: 303-275-4864
Phone: 303-275-4993
Phone: 303-275-4720

n Item	*Indicate Completion of Action Item by inserting a date in the applicable box below*	
1	Verify Recipient's Registration and Delinquent Federal Debt Status with the Central Contractor Registration (CCR) (http://www.ccr.gov)	CCR Registration Valid through: 04/05/2011; file copy under tab AWD-001
2	Verify Recipient's registration with FedConnect (goto P:\STRIPES\Fedconnect Reports)	Registration Confirmed on: 12/02/2010
3	Vendor Supplier/Site Information Form; send completed PMC 128.8a to 'GO ASAP Enrollment' mailbox	Sent on: N/A; file copy under tab AWD-001

STRIPES Index #	Supporting Document		Form #	applicable	not applicable	Supporting Document Naming Convention	pdf. required
AWD-001	Award Index and Checklist		PMC 128.1	X		AWD-001 AWDChecklist	
	AWD-001a	Vendor Supplier/Site Information Form	PMC 128.8a		X		
	AWD-001b	CCR Registration	n/a	X			
AWD-002	Selection Statement		n/a		X	AWD-002 SelStat	.pdf
AWD-003	Determination of Non-Competitive Financial Assistance (DNFA) Documentation (include Request for Review PMC.112.2)		PMC 109.x		X	AWD-003 DNFADocs	batch .pdf
AWD-004	HCA Approval (Total Project Value greater than $25M and less than $50M) (include Request for Review PMC.112.2)		n/a		X	AWD-004 HCAApvl	.pdf
AWD-005	HQ Business Clearance Documentation (Total Project Value greater than or equal to $50M)						
	AWD-005a	HQ Business Clearance Worksheet	PMC 107.1		X	AWD-005 HQBusClrDocs	batch .pdf
	AWD-005b	HQ Business Clearance Transmittal Letter(s)	PMC 107.2		X		
	AWD-005c	HQ Business Clearance; Correspondence received from HQ	n/a		X		
)-006	Congressional Affairs Notification		DOE F 4220.10		X	AWD-006CongNotification	.pdf
AWD-007	Successful Application Documentation (Prime)						
	AWD-007a	Application for Federal Assistance (Final SF-424 & Project Narrative)	SF-424		X	AWD-007a AppDocs (PRIME)	batch .pdf
		SF-424 (A or R&R) Budget Information	SF-424 (A or R&R)		X		
		Budget Justification	PMC 123.1		X		
		Disclosure of Lobbying Activities	SF-LLL		X		
		Cost Share Commitment Ltrs from Third Parties	n/a		X		
		Justification move SOPO Tasks into BP1	n/a	X			
AWD-008	National Environmental Policy Act (NEPA) Documentation						
	AWD-008a	NEPA Checklist	EF-1		X	AWD-008 NEPADocs	batch .pdf
	AWD-008b	NEPA Review	EF-2		X		
	AWD-008c	NEPA Determination	EF-2a		X		
AWD-009	Pre-Award Information Sheet		PMC 121.1		X	AWD-009 PreAwardInfo	.pdf
AWD-010	Dun&Bradstreet Risk Assessment		PMC 460.2		X	AWD-010 D&BAssessment	.pdf
AWD-011	Combined Technical Evaluation / Negotiation Memorandum		PMC 120.2	X		AWD-011 TechEvalNegMem	.pdf
AWD-012	Intellectual Property Law Division (IPLD) Documentation						

STRIPES Index #	Supporting Document		Form #	applicable	not applicable	Supporting Document Naming Convention	pdf. required
	AWD-012a	IPLD Petition for Advance Waiver of Patent Rights	PMC 133.2		X	AWD-012 IPLDDocs	batch .pdf
	AWD-012b	IPLD Pre-Award Review Request	PMC 133.3		X		
	AWD-012c	IPLD Recommendation	e-mail		X		
AWD-013	Cost Share Determination Documentation						
	AWD-013a	Cost Share Determination	PMC 112.2		X	AWD-013a CostShareDet	.pdf
	AWD-013b	Cost Share Waiver	PMC 142.2		X	AWD-013b CostShareWaiver	.pdf
AWD-014	Cost / Price Documentation						
	AWD-014a	Financial Information	PMC 410.1		X	AWD-014 CostPriceDocs	batch .pdf
	AWD-014b	Indirect Rate Agreement or Rate Proposal	n/a		X		
	AWD-014c	Response from C/P Analyst regarding Indirect Rates	PMC 420.3		X		
AWD-015	Excluded Parties List System (EPLS) Query (https://www.epls.gov)		n/a	X		AWD-015 EPLS	
AWD-016	Pre-Award Cost Request and Authorization		n/a		X	AWD-016 PreAwdCostAuth	.pdf
AWD-017	Justification for Use of Conditional Availability of Funds Provision		PMC 132.2		X	AWD-017 JustificationCondAvail	.pdf
AWD-018	Correspondence to Recipients (use this section for correspondence not issued at FOA level)		n/a	X		AWD-018 Correspondence	.pdf
[illegible]-019	Internal Review(s)						
	AWD-019a	Request for Review (Review of Award Package)	PMC 112.2	X		AWD-019a RvwAwdPkg	.pdf
AWD-020	Deviations						
Cover Page	Assistance Agreement Form		n/a	X			
Body	Special Terms and Conditions		n/a		X		
Attachment 1	Intellectual Property Provisions		n/a		X		
Attachment 2	Statement of Project Objectives		n/a	X			
Attachment 3	Federal Assistance Reporting Checklist and Instructions		DOE F 4600.2		X		
Attachment 4	Budget Information		n/a		X		
Attachment 5	Congintency Appendix		n/a		X		

Algenol Proposed DOE Extended Phase I Activities ALGENOL

- Timing: 10/1/10-12/31/10 activity
- $ REDACTED EXEMPTION 4 Total BP-1 unused budget as of 9/30/10
- $ Total (gross) proposed budget extension 10/1/10-12/31/10
- $3,803,420 – DOE share of unused budget as of 9/30/10
- $3,794,394 – DOE share of proposed budget extension through 12/31/10 activity
- Shifted WBS elements:
  -
  -
  -
  -
  -
  -

REDACTED
EXEMPTION 4

Attachment A: Resource Loaded Project Plan

ID	WBS	Task Name	Duration	Start	Finish	2009 Qtr 1	Qtr 2	Qtr 3	Qtr
1	**A**	Exemption 4							
2	A.1								
3	**A.2**								
4	**A.2.1**								
5	**A.2.1.1**								
6	A.2.1.1.1								
7	A.2.1.1.2								
8	A.2.1.1.3								
9	A.2.1.1.4								
10	**A.2.1.2**								
11	A.2.1.2.1								
12	A.2.1.2.2								
13	A.2.1.2.3								
14	A.2.1.2.4								
15	A.2.1.2.5								
16	**A.2.2**								
17	A.2.2.1								
18	A.2.2.2								
19	A.2.2.3								
20	A.2.2.4								
21	**A.2.3**								
22	A.2.3.1								
23	A.2.3.2								
24	A.2.3.3								
25	A.2.3.4								
26	A.2.3.5								
27	A.2.3.6								
28	**A.2.4**								
29	A.2.4.1								
30	**A.2.4.2**								
31	A.2.4.2.1								
32	A.2.4.2.2								
33	A.2.4.2.3								
34	A.2.4.2.4								
35	**A.3**								

Attachment A: Resource Loaded Project Plan

ID	WBS	Task Name	Duration	Start	Finish	2009 Qtr 1	Qtr 2	Qtr 3	Qtr
36	**A.3.1**	Exemption 4							
37	A.3.1.1								
38	A.3.1.2								
39	A.3.1.3								
40	A.3.1.4								
41	A.3.1.5								
42	A.3.1.6								
43	A.3.1.7								
44	A.3.1.8								
45	A.3.1.9								
46	A.3.1.10								
47	**A.3.1.11**								
48	A.3.1.11.1								
49	A.3.1.11.2								
50	**A.3.2**								
51	A.3.2.1								
52	A.3.2.2								
53	A.3.2.3								
54	**A.3.3**								
55	A.3.3.1								
56	A.3.3.2								
57	A.3.3.3								
58	**A.4**								
59	**A.4.1**								
60	**A.4.1.1**								
61	A.4.1.1.1								
62	A.4.1.1.2								
63	A.4.1.1.3								
64	**A.4.1.2**								
65	A.4.1.2.1								
66	A.4.1.2.2								
67	A.4.1.2.3								
68	**A.4.1.3**								
69	A.4.1.3.1								
70	A.4.1.3.2								

Attachment A: Resource Loaded Project Plan

ID	WBS	Task Name	Duration	Start	Finish	2009 Qtr 1	Qtr 2	Qtr 3	Qtr
71	A.4.1.3.3	Exemption 4							
72	**A.4.1.4**								
73	A.4.1.4.1								
74	A.4.1.4.2								
75	A.4.1.4.3								
76	**A.4.1.4.4**								
77	A.4.1.4.4.1								
78	A.4.1.4.4.2								
79	**A.4.1.5**								
80	A.4.1.5.1								
81	**A.4.1.5.2**								
82	A.4.1.5.2.1								
83	A.4.1.5.2.2								
84	**A.4.1.6**								
85	**A.4.1.6.1**								
86	A.4.1.6.1.1								
87	A.4.1.6.1.2								
88	A.4.1.6.1.3								
89	A.4.1.6.1.4								
90	**A.4.1.6.2**								
91	A.4.1.6.2.1								
92	A.4.1.6.2.2								
93	A.4.1.6.2.3								
94	**A.4.1.7**								
95	A.4.1.7.1								
96	A.4.1.7.2								
97	A.4.1.7.3								
98	A.4.1.7.4								
99	A.4.1.7.5								
100	A.4.1.7.6								
101	**A.4.2**								
102	**A.4.2.1**								
103	**A.4.2.1.1**								
104	A.4.2.1.1.1								
105	A.4.2.1.1.2								

Attachment A: Resource Loaded Project Plan

ID	WBS	Task Name	Duration	Start	Finish	2009 Qtr 1	Qtr 2	Qtr 3	Qtr
106	A.4.2.1.1.3	Exemption 4							
107	A.4.2.1.1.4								
108	**A.4.2.1.2**								
109	A.4.2.1.2.1								
110	A.4.2.1.2.2								
111	A.4.2.1.2.3								
112	A.4.2.1.2.4								
113	**A.4.2.1.3**								
114	A.4.2.1.3.1								
115	A.4.2.1.3.2								
116	A.4.2.1.3.3								
117	A.4.2.1.3.4								
118	**A.4.2.1.4**								
119	A.4.2.1.4.1								
120	A.4.2.1.4.2								
121	A.4.2.1.4.3								
122	A.4.2.1.4.4								
123	**A.4.2.1.5**								
124	A.4.2.1.5.1								
125	A.4.2.1.5.2								
126	**A.5**								
127	**A.5.1**								
128	A.5.1.1								
129	**A.5.2**								
130	A.5.2.1								
131	A.5.2.2								
132	A.5.2.3								
133	**A.5.3**								
134	A.5.3.1								
135	A.5.3.2								
136	A.5.3.3								
137	A.5.3.4								
138	**A.6**								
139	A.6.1								
140	A.6.2								

Attachment A: Resource Loaded Project Plan

ID	WBS	Task Name	Duration	Start	Finish	2009 Qtr 1	Qtr 2	Qtr 3	Qtr
141	A.6.3	Exemption 4							
142	A.6.4								
143	A.6.5								
144	A.6.6								
145	**A.7**								
146	A.7.1								
147	A.7.2								
148	A.7.3								
149	A.7.4								
150	**A.8**								
151	A.8.1								
152	A.9								
153	**A.10**								
154	A.10.1								
155	A.10.2								
156	A.11								
157	**B**								
158	**B.1**								
159	B.1.1								
160	B.1.2								
161	B.2								
162	B.3								
163	**B.4**								
164	B.4.1								
165	B.4.2								
166	B.4.3								
167	**B.5**								
168	**B.5.1**								
169	**B.5.1.1**								
170	B.5.1.1.1								
171	B.5.1.1.2								
172	B.5.1.1.3								
173	**B.5.1.2**								
174	B.5.1.2.1								
175	B.5.1.2.2								

Attachment A: Resource Loaded Project Plan

ID	WBS	Task Name	Duration	Start	Finish	2009 Qtr 1	Qtr 2	Qtr 3	Qtr
176	B.5.1.2.3	Exemption 4							
177	B.5.1.2.4								
178	**B.5.1.3**								
179	B.5.1.3.1								
180	B.5.1.3.2								
181	B.5.1.3.3								
182	B.5.1.3.4								
183	B.5.1.3.5								
184	B.5.1.3.6								
185	**B.5.1.4**								
186	B.5.1.4.1								
187	B.5.1.4.2								
188	**B.5.1.5**								
189	B.5.1.5.1								
190	B.5.1.5.2								
191	B.5.2								
192	B.5.3								
193	**B.6**								
194	B.6.1								
195	B.6.2								
196	B.6.3								
197	B.6.4								
198	B.6.5								
199	**B.7**								
200	**B.7.1**								
201	B.7.1.1								
202	B.7.1.2								
203	**B.7.2**								
204	B.7.2.1								
205	B.7.2.2								
206	B.7.2.3								
207	**B.7.3**								
208	B.7.3.1								
209	B.7.3.2								
210	B.7.3.3								

Attachment A: Resource Loaded Project Plan

ID	WBS	Task Name	Duration	Start	Finish	2009 Qtr 1	Qtr 2	Qtr 3	Qtr
211	B.7.3.4	Exemption 4							
212	B.7.3.5								
213	**B.7.4**								
214	B.7.4.1								
215	B.7.4.2								
216	B.7.4.3								
217	B.7.4.4								
218	B.7.4.5								
219	**B.7.5**								
220	**B.7.5.1**								
221	B.7.5.1.1								
222	B.7.5.1.2								
223	B.7.5.1.3								
224	B.7.5.1.4								
225	B.7.5.1.5								
226	**B.7.5.2**								
227	B.7.5.2.1								
228	B.7.5.3								
229	B.7.5.4								
230	B.7.5.5								
231	B.7.5.6								
232	B.7.5.7								
233	**B.7.6**								
234	**B.7.6.1**								
235	B.7.6.1.1								
236	B.7.6.1.2								
237	B.7.6.1.3								
238	B.7.7								
239	**B.8**								
240	**B.8.1**								
241	B.8.1.1								
242	**B.8.1.2**								
243	B.8.1.2.1								
244	**B.8.2**								
245	B.8.2.1								

Attachment A: Resource Loaded Project Plan

ID	WBS	Task Name	Duration	Start	Finish	2009 Qtr 1	Qtr 2	Qtr 3	Qtr
246	B.8.2.2	Exemption 4							
247	**B.9**								
248	B.9.1								
249	**B.10**								
250	B.10.1								
251	**B.11**								
252	B.11.1								
253	B.11.2								
254	**C**								
255	**C.1**								
256	C.1.1								
257	**C.2**								
258	C.2.1								
259	C.2.2								
260	C.2.3								
261	C.2.4								
262	C.3								
263	C.4								
264	C.5								

November 2, 2010

U.S. Department of Energy
Golden Field Office
1617 Cole Blvd
Golden, CO 80401-3393

RE: ALGENOL BIOFUELS INC
PHASE 1 – NO COST EXTENSION - JUSTIFICATION
GRANT #DE-EE0002867

Dear Ms. Sterner and Ms. English,

As per your request on our most recent conference call, please see below for the justification for the extension of funds in Phase 1 of the above referenced grant.

1.) Algenol has used the cash basis of reporting under the DOE contract. As of 9/30, Algenol has had a number of vendors and sub-recipients that have not invoiced for expenses incurred through 9/30. These funds have been moved to the "Extension" WBS elements.

2.) Due to the technical and educational requirements of the scientists working on the project, the hiring took longer than anticipated.

3.) Due to the above, we achieved a higher productivity level from our existing staff.

4.) More frugal and less than anticipated travel.

Please let me know if you have any questions or need additional information.

Regards,

Katie McFadden, CFO

PMC 120.1
(2/08)

U.S. DEPARTMENT OF ENERGY
GOLDEN FIELD OFFICE

FINANCIAL ASSISTANCE COMBINED COST/TECHNICAL EVALUATION AND NEGOTIATION MEMORANDUM

SECTION I - GENERAL INFORMATION

This technical evaluation/negotiation memorandum will be prepared jointly by the assigned DOE/Golden OCPM AND OAFA personnel, to document the specific action being evaluated and supported. Each office is responsible for certain sections of this document. The assigned OCPM and OAFA personnel responsible for the action will both sign this document upon its completion, demonstrating their agreement on its contents.

1. Recipient: Algenol Biofuels Inc.

2. Grant/Cooperative Agreement No.: EE0002867 Modification No. 004
   Requisition No: 11EE000946
   Project Title: Recovery Act: Integrated Pilot-Scale Biorefinery for Producing Ethanol from Hybrid Algae

3. Type of Action: ☐ New Award ☐ Renewal ☐ Continuation ☒ Revision
   Description of this Action: (NOTE: Indicate what is addressed by this Action only):
   The purpose of this action is to revise the scope for Budget Period 1 (BP1) for Algenol Biofuels' project entitled, "Recovery Act: Pilot-Scale Integrated Biorefinery for Producing Ethanol from Hybrid Algae" (DE-EE0002867). Some tasks from BP2 are being moved to BP1. The budget (approved in modification 002) remains unchanged although tasks are being added.

4. Award type, as determined at Procurement Strategy Meeting (for new awards): ☐ Grant ☒ Cooperative Agreement
   If Cooperative Agreement, provide the specifics of the Substantial Involvement. (Note: This language will be used in the Substantial Involvement provision of the award.):
   The Substantial Involvement Provision is not changing from what is currently in the award.

5. New/Revised Project Period for this Award: From: 01/29/2010 To: 12/31/2014
   New/Revised Budget Period 1 for this Award: From: 01/29/2010 To: 03/31/2011
   New/Revised Budget Period 2 for this Award: From: 04/01/2011 To: 12/31/2014

6. Compliance Assessment (skip if new award):
   a. Deliverables
      The Recipient is current in submitting required reports: ☒ Yes ☐ No
      If no, identify the delinquent report(s), indicate what action(s) have been taken to remedy the situation, and identify what further action(s) are necessary, if any:

   b. Financial
      The Recipient is current in meeting the cost share requirement: ☒ Yes ☐ No
      If no, indicate what action(s) have been taken to remedy the situation and validate why this new action should proceed:

7. Check the applicable box for Funding Appropriation: ☒ Energy and Water ☐ Other _____

8. Check the applicable box for Statutory Authority:
   ☒ 109-58, Energy Policy Act 2005
   ☐ 110-140, Energy Independence and Security Act 2007
   ☒ 111-5, Recovery Act (2009)
   ☐ Other: _____