

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. M227	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY Golden Field Office U.S. Department of Energy 1617 Cole Boulevard Golden, CO 80401	CODE	7. ADMINISTERED BY (If other than Item 6) Golden Field Office U.S. Department of Energy 1617 Cole Boulevard Golden, CO 80401	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Midwest Research Institute 425 Volker Boulevard Kansas City, MO 64110		<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
CODE		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
FACILITY CODE		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC36-99GO10337	
			10B. DATED (SEE ITEM 13) 11/09/1998	

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

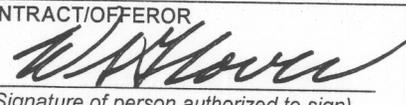
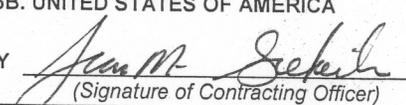
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)
<input type="checkbox"/>	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) These administrative changes are made in accordance with, H-19 "Application of DOE Contractor Requirements Documents" of this contract.

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
See Page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print) W.S. Glover Deputy Director and Chief Operating Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jean M. Siekerka Contracting Officer	
15B. CONTRACT/OFFEROR BY  (Signature of person authorized to sign)	15C. DATE SIGNED 8/7/08	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 8/7/08

This Modification incorporates the following significant changes to contract DE-AC36-99GO10337:

- I. Section H SPECIAL CONTRACT REQUIREMENTS is revised to include clause H-24 as follows:

H-24 EXEMPTION OF MANAGEMENT AND OPERATION CONTRACTUAL OBLIGATIONS FOR REAL PROPERTY ENCUMBERED BY GOVERNMENT'S EASEMENT OUTGRANT

- (a) On October 29, 2007 the Government granted to SunE SRI NREL, LLC (Grantee) an Easement Outgrant for the Installation and Operation of a Solar Electric Generating System at NREL.
 - (b) Such Easement Outgrant transferred rights and responsibilities to Grantee for the management and operation of that certain real property located on and adjacent to NREL, generally described as a tract of land in the Southwest Quarter (SW ¼) of Section Thirty Six, Township Three South, Range Seventy West of the 6th Principal Meridian, Jefferson County, Colorado, and more particularly described in Exhibit A of the October 29, 2007 Easement Outgrant for Installation and Operation of a Solar Electric Generating System at NREL (hereafter "Mesa Top Solar Electric Generating System Easement Property").
 - (c) Pursuant to such Easement, Grantee is obligated to manage and operate such Mesa Top Solar Electric Generating System Easement Property in accordance with the highest safety, health, environmental, and operational standards, including but not limited to: (i) environment, safety, and health management; (ii) site access, access control, and security; (iii) management and disposal of fuels, hazardous or toxic materials, and wastes; (iv) property protection; (v) insurance against risks and liabilities with Contractor and the Government identified as additional insured; and (vi) to the extent arising out of Grantee's negligence or willful misconduct, indemnification of Contractor and the Government from and against any and all losses incurred to the extent arising from or out of any claim for personal injury, including death, or loss or damage to property or any claim for infringement of patents or improper use of other proprietary rights.
 - (d) Consistent with the transfer of management and operation rights and responsibilities by the Government to the Grantee under such Easement, the Contractor is exempt from obligations for any and all contractual management and operation rights and responsibilities for the Mesa Top Solar Electric Generating System Easement Property.
- II. All other terms and conditions of the contract remain the same.