

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. M229	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.	
		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC36-99GO10337	
CODE			10B. DATED (SEE ITEM 13) 11/09/1998	
FACILITY CODE				

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.

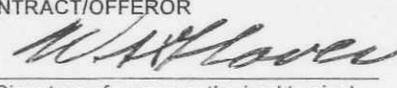
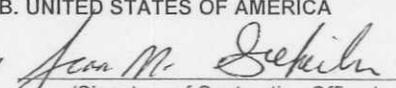
12. ACCOUNTING AND APPROPRIATION DATA (If required)

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-9 "Fee and Performance" of this contract.
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>two</u> 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	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY  (Signature of person authorized to sign)	9/8/08	BY  (Signature of Contracting Officer)	9/12/08

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

I. Part 1, Section B. 3 Fee has been deleted in its entirety and replaced with the following.

B.3 FEE

- (a) The Contract shall be performed on a Cost-Plus-Award Fee basis.
- (b) Total available fee, subject to the adjustment provision of clause H-9, shall be as follows:

Total Available Fee		
Period	Fee Base	Total Available Fee
October 1, 1999 through September 30, 2000	\$155,453,600	\$4,500,000
October 1, 2000 through September 30, 2001	\$155,453,600	\$4,657,500
October 1, 2001 through September 30, 2002	\$188,210,800	\$5,170,000
October 1, 2002 through September 30, 2003	\$203,072,200	\$5,411,000

- (c) Total available fee for all option years shall be determined in accordance with Clause H-9 and appears in the Table below.

Estimated Available Fee		
Fee Period	Estimated Fee Base	Estimated Available Fee
October 1, 2003 through September 30, 2004	\$207,000,000 (base year)	\$5,436,000
October 1, 2004 through September 30, 2005 *	\$207,000,000	\$5,436,000
October 1, 2005 through September 30, 2006 *	\$207,000,000	\$5,436,000
October 1, 2006 through September 30, 2007	\$207,000,000	\$5,436,000
October 1, 2007 through September 30, 2008	\$258,000,000	\$5,930,000

- In FY05 and FY06 fifteen percent of the Estimated Available Fee is set aside to incentivize the safe, construction of the Science and Technology Facility (S&TF) within budget and schedule thresholds.

- (d) In the event this contract is terminated for the Government's convenience, either in whole or in part, the amount of award fee available shall represent a pro rata distribution associated with the evaluation period activities or events as determined by the Contracting Officer. Such determination shall be final and not subject to the terms of the "Dispute" Article or other article, or to any other appeal or court suit.

- II. Section F.1 Term of Contract has been deleted in its entirety and replaced with the following:

F-1 Term of Contract

The term of this Contract is from November 9, 1998 through midnight November 8, 2008. The Government may extend the term of the Contract by unilaterally exercising the options pursuant to FAR 17.605 and FAR 52.217-9 "Option to Extend the Term of the Contract".

This option will extend the term of the Contract for a period of sixty months and will be effective November 9, 2003. The term "Option Period" shall be the contract term between November 9, 2003 and November 8, 2008.

Notwithstanding the foregoing language, the Parties agree that in light of DOE selecting the Alliance for Sustainable Energy, LLC as the new Management and Operating Contractor for NREL effective October 1, 2008, that it is in their respective best interests to mutually agree that the term of this contract shall end at midnight, September 30, 2008.

- III Modification No. 4 to Section J, Attachment 3, Special Financial Institution Account Agreements is hereby incorporated into the Contract. This modification exercises the last option to extend and adds assignment language.