

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE T&M Contract PAGE OF PAGES 1 3
 2. AMENDMENT/MODIFICATION NO. 010 3. EFFECTIVE DATE See Block 16.c. 4. REQUISITION/PURCHASE REQ. NO. 08IM000226 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE MA-641 7. ADMINISTERED BY (If other than Item 6) CODE MA-641
 US Department of Energy
 Office of Headquarters Procurement Services
 1000 Independence Ave, SW/MA-641
 Washington, D.C. 20585 Attn: Patrick A. Thornton
 Same as block 6
 Telephone#: (202)287-1532 Fax (202) 287-1456/1457

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
 Energy Enterprise Solutions LLC
 20440 Century Blvd., Suite 150
 ATTN: Ms. Eileen Lake
 Germantown MD 20874
 TIN 20-1829526 DUNS: 170309582
 Ph. (301) 444-1339 Fax: (301) 916-0066
 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AM01-06IM00054
 10B. DATED (SEE ITEM 13) 12/05/2005
 CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 Not Applicable. No Changes. B/NC A111

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause I.1, "Changes-Time & Materials or Labor Hours," FAR 52.243-3
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE ATTACHED SCAN FOR FULL TEXT EXECUTED MODIFICATION. The purpose of this Modification is to increase the Master Contract Not-to-Exceed (NTE) Ceiling Value of Option Period 1 by \$19,000,000.00, from \$129,383,943.00 to \$150,524,316.00. This action increases the Master Contract Awarded NTE Ceiling from \$415,209,972.00 as stated in Modification M008 (the Phase-in Period, two-year Base Period and Option Period 1) to \$434,209,972.00, and the Maximum Potential Master Contract NTE Ceiling from \$954,633,778.00 to \$973,633,778.00. The \$19,000,000.00 NTE Ceiling increase is allocated as follows: \$14,656,184.32 to DPLH and \$4,343,815.68. Prior and revised tables are included in the attachment.
 The purpose of the increase is to accommodate a higher level of contract effort than was originally projected; there is no change to the scope of work as reflected in the awarded Performance Work Statement. The changed values are addressed by the Prior and Revised NTE Ceiling tables in the full text modification attached hereto. The Revised table is hereby incorporated into Clause B.4, Ceiling Price of Contract, superseding the table incorporated by Modification M008.

15A. NAME AND TITLE OF SIGNER (Type or print) Eileen Lake Contracts Mgr.
 15B. CONTRACTOR/OFFEROR
 15C. DATE SIGNED 8/29/08
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Patrick A. Thornton Contracting Officer
 16B. UNITED STATES OF AMERICA
 16C. DATE SIGNED AUG 29 2008
 BY Patrick A. Thornton (Signature of Contracting Officer)

1. Master Contract Not-to-Exceed Ceiling Increase. The purpose of this Modification is to increase the Master Contract Not-to-Exceed (NTE) Ceiling Value of Option Period 1 by \$19,000,000.00, from \$129,383,943.00 to \$150,524,316.00. This action increases the Master Contract Awarded NTE Ceiling from \$415,209,972.00 as stated in Modification M008 (the Phase-in Period, two-year Base Period and Option Period 1) to \$434,209,972.00, and the Maximum Potential Master Contract NTE Ceiling from \$954,633,778.00 to \$973,633,778.00.

The purpose of the increase is to accommodate a higher level of contract effort than was originally projected; there is no change to the scope of work as reflected in the awarded Performance Work Statement. The changed values are addressed by the Prior and Revised NTE Ceiling tables below. The Revised table is hereby incorporated into Clause B.4, Ceiling Price of Contract, superseding the table incorporated by Modification M008. The \$19,000,000.00 NTE Ceiling increase is allocated as follows: \$14,656,184.32 to DPLH and \$4,343,815.68. Changed values in the Revised table below are in italics.

FROM (Mod M008):

Master Contract NTE Ceiling Status Summary

Awarded:

<u>Contract Period</u>	<u>DPLH NTE Ceiling</u>	<u>ODC NTE Ceiling</u>	<u>Total NTE Ceiling</u>
Phase-In Period	\$ 2,024,523.97	\$ 207,782.03	\$ 2,232,306.00
Base Period Year 1	\$103,489,407.00	\$ 29,580,000.00	\$133,069,407.00
Base Period Year 2	\$114,422,176.02	\$ 36,102,139.98	\$150,524,316.00
Option Period 1	<i>\$ 99,803,943.00</i>	<i>\$ 29,580,000.00</i>	<i>\$129,383,943.00</i>
Awarded Totals:	\$319,740,049.99	\$ 95,469,922.01	\$415,209,972.00

Remaining Unawarded:

Option Period 2	\$101,928,061.00	\$ 29,580,000.00	\$131,508,061.00
Option Period 3	\$104,115,903.00	\$ 29,580,000.00	\$133,695,903.00
Award Term 1*	\$ 53,184,690.00	\$ 14,790,000.00	\$ 67,974,690.00
Award Term 2*	\$ 53,184,690.00	\$ 14,790,000.00	\$ 67,974,690.00
Award Term 3*	\$ 54,345,231.00	\$ 14,790,000.00	\$ 69,135,231.00
Award Term 4*	<i>\$ 54,345,231.00</i>	<i>\$ 14,790,000.00</i>	<i>\$ 69,135,231.00</i>
Unawarded Totals:	\$421,103,806.00	\$118,320,000.00	\$539,423,806.00
	=====	=====	=====
Contract Totals:	\$740,843,855.99	\$213,789,922.01	\$954,633,778.00

*award term options, each six months in length.

TO (Mod 010):

Master Contract NTE Ceiling Status Summary**Awarded:**

<u>Contract Period</u>	<u>DPLH NTE Ceiling</u>	<u>ODC NTE Ceiling</u>	<u>Total NTE Ceiling</u>
Phase-In Period	\$ 2,024,523.97	\$ 207,782.03	\$ 2,232,306.00
Base Period Year 1	\$103,489,407.00	\$ 29,580,000.00	\$133,069,407.00
Base Period Year 2	\$114,422,176.02	\$ 36,102,139.98	\$150,524,316.00
<i>Option Period 1</i>	<i><u>\$114,460,127.32</u></i>	<i><u>\$ 33,923,815.68</u></i>	<i><u>\$148,383,943.00</u></i>
<i>Awarded Totals:</i>	<i><u>\$334,396,234.31</u></i>	<i><u>\$ 99,813,737.69</u></i>	<i><u>\$434,209,972.00</u></i>

Remaining Unawarded:

Option Period 2	\$101,928,061.00	\$ 29,580,000.00	\$131,508,061.00
Option Period 3	\$104,115,903.00	\$ 29,580,000.00	\$133,695,903.00
Award Term 1*	\$ 53,184,690.00	\$ 14,790,000.00	\$ 67,974,690.00
Award Term 2*	\$ 53,184,690.00	\$ 14,790,000.00	\$ 67,974,690.00
Award Term 3*	\$ 54,345,231.00	\$ 14,790,000.00	\$ 69,135,231.00
Award Term 4*	<u>\$ 54,345,231.00</u>	<u>\$ 14,790,000.00</u>	<u>\$ 69,135,231.00</u>
Unawarded Totals:	<u>\$421,103,806.00</u>	<u>\$118,320,000.00</u>	<u>\$539,423,806.00</u>
<i>Contract Totals:</i>	<i><u>\$755,500,040.31</u></i>	<i><u>\$218,133,737.69</u></i>	<i><u>\$973,633,778.00</u></i>

2. Conclusion. There are no other changes to Master Contract terms and provisions except as set forth above.