

NOT SPECIFIED /OTHER

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

001

01/11/2010

10EM000855

1

3

6. ISSUED BY

CODE

00901

7. ADMINISTERED BY (If other than Item 6)

CODE

00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

8. NAME AND ADDRESS OF CONTRACTOR (Firm, Street, County, State and ZIP Code)

AMERESCO FEDERAL SOLUTIONS, INC.
Attn: KEITH A. DERRINGTON
1020 MIDPARK ROAD
SUITE C
KNOXVILLE TN 379215955

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

DE-AM36-02NT41457
DE-AT09-09SR22572

10B. DATED (SEE ITEM 13)

11/30/2009

CODE 196975957

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
 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: is extended. is not extended
 Items 8 and 10, 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 specified hour and date specified.
 12. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- CHECK ONE
- 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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 - X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR Clause 52.243-4 -- Changes
 - 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 sections for contract subject matter where feasible.)

Tax ID Number: 62-1376739

DUNS Number: 196975957

Subj to Retent: N

LIST OF CHANGES:

Modification #001

Biomass ESPC Delivery Order

DE-AC09-09SR22572

A. Modification #001 is hereby bilaterally issued to Delivery Order DE-AC09-09SR22572 for the following purposes:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as hereinafter changed, remain unchanged and in full force and effect.

13A. NAME AND TITLE OF SIGNER (Type or print) KEITH DERRINGTON, EXEC. VICE PRES.		13A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert S. Hamlett	
13B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		13C. DATE SIGNED 01/14/2010	
13D. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		13C. DATE SIGNED 01/14/2010	

NSN 7540-01-133-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.2-43

NAME OF OFFEROR OR CONTRACTOR
AMERESCO FEDERAL SOLUTIONS, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(1) Incorporate FAR Clause 52.222-54, titled "Employment Eligibility Verification, (2) incorporate FAR Clause 52.227-14, titled "Rights in Data--General, as modified by DEAR Clause 927-409, (3) incorporate the completed Assignment of Claims/Notice of Assignment, (4) incorporate the updated Checklist/Schedule of Post-Award Reporting Requirements and Submittals, and (5) change the Contracting Officer Representative to reflect James Demass.</p> <p>B. Section I, Contract Clauses: FAR Clause 52.222-54, titled "Employment Eligibility Verification, is hereby incorporated by reference into the delivery order".</p> <p>C. Section I, Contract Clauses: FAR Clause 52.227-14, titled "Rights in Data--General" as modified by DEAR Clause 927-409, is hereby incorporated into the delivery order in full text and is included as an attachment to this modification.</p> <p>D. Incorporate an Ameresco requested assignment of claims into the delivery order. Remittance Block 17b of the Standard Form 1449 Order is considered checked and the below address/information is added by this action. The notary public signed and contractor approved Notice of Assignment is included as an attachment to this modification. In accordance with the Notice of Assignment, payments due under this order shall be made to the account listed below:</p> <p>Bank Name: The Bank of New York Mellon 101 Barclay Street, Floor 4 West New York, NY 10286 Account No: 8900267690 ABA Routing No: 021-000-018 Reference: Savannah River ESFC Account Name: Savannah River ESFC - Collection Account Attn: Jared Fischer, (212) 815-8139 Cage Code: 44827</p> <p>E. Section J, List of Attachments: Replace Attachment #2 "Requirements Checklist" with the attached "Checklist/Schedule of Post-Award Reporting Requirements and Submittals". Continued ...</p>				

NOT SPECIFIED /OTHER

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
DE-AM36-02NT41457/DE-AT09-09SR22572/001

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
AMERESCO FEDERAL SOLUTIONS, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	<p>F. Section G.1, Contract Administration for the Government, Paragraph 2: Change the Contracting Officer's Representative to reflect Jim Demass, 803-952-8261, jim.demass@srs.gov.</p> <p>G. In accordance with the changes clause, FAR 52.243-4, the contractor must assert it right under this clause within 30 days by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal.</p> <p>H. Total Amount for this Modification: \$0.00. All other terms and conditions remain unchanged. Delivery Location Code: 00902 Savannah River (Loading Dock) Attn: Charlene Stokes-Geter DOE Loading Dock, Bldg. 730B Aiken SC 29802</p> <p>Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000</p> <p>FOB: Destination Period of Performance: 05/15/2009 to 04/01/2031</p> <p>Change Item 00001 to read as follows (amount shown is the total amount):</p> <p>Design, Construct and Operate a Biomass Cogeneration Power Plant. Line item value is: \$795,030,853.00 Incrementally Funded Amount: \$0.00</p>				795,030,853.00

PART II, SECTION I – CONTRACT CLAUSES, is amended by adding the following:

FAR 52.227-14 RIGHTS IN DATA – GENERAL (DEC 2007) (AS MODIFIED BY DEAR 927.409 (INCLUDING ALTERNATES II, III, and V))

(a) Definitions.

- (1) Computer database, as used in this clause means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.
- (2) Computer software, as used in this clause means
 - (i) computer programs which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations and
 - (ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created, or compiled. The term does not include computer data bases.
- (3) Data, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. For the purposes of this clause, the term does not include data incidental to the administration of this contract, such as financial, administrative, cost and pricing, or management information.
- (4) Form, fit, and function data, as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.
- (5) Limited rights data, as used in this clause, means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged. The Government's right to use, duplicate or disclose limited rights data are as set forth in the Limited Rights Notice of subparagraph (g)(2) of this section if included in this clause.
- (6) Restricted computer software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of any such computer software. The Government's rights to use,

duplicate or disclose restricted computer software are as set forth in the Restricted Rights Notice of subparagraph (g)(3) of this section if included in this clause.

(7) Technical data, as used in this clause, means recorded data, regardless of form or characteristic, that are of a scientific or technical nature. Technical data does not include computer software but does include manuals and instructional materials and technical data formatted as a computer data base.

(8) Unlimited rights, as used in this clause, means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, including by electronic means, and perform publicly and display publicly, in any manner, including by electronic means, and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and

technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) The Contractor agrees not to assert copyright in computer software first produced in the performance of this contract without prior written permission of the DOE Patent

Counsel assisting the contracting activity. When such permission is granted, the Patent Counsel shall specify appropriate terms, conditions, and submission requirements to assure utilization, dissemination, and commercialization of the data. The Contractor, when requested, shall promptly deliver to Patent Counsel a duly executed and approved instrument fully confirmatory of all rights to which the Government is entitled.

(c) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (c) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

- (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or
- (ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

- (i) Identify the data being withheld; and
- (ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting*. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of Clause)

Alternate II (Dec 2007) As prescribed in 27.409(b)(3), insert the following paragraph (g)(3) in the basic clause:

(g)(3) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of that data is required, the Contractor shall affix the following "Limited Rights Notice" to the data and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

LIMITED RIGHTS NOTICE (DEC 2007)

(a) These data are submitted with limited rights under Government Contract No. DE-AT09-09SR22572 (and subcontract _____, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor (and/or subcontractor, if appropriate), be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure: *NONE*.

(b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

Alternate III (Dec 2007). As prescribed in 27.409(b)(4), insert the following paragraph (g)(4) in the clause:

(g)(4)(i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If delivery of that computer software is required, the Contractor shall affix the following "Restricted Rights Notice" to the computer software and the Government will treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the notice:

Restricted Rights Notice (Dec 2007)

(a) This computer software is submitted with restricted rights under Government Contract No. DE-AT09-09SR22572 (and subcontract _____, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

(b) This computer software may be—

- (1) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;
- (2) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;
- (3) Reproduced for safekeeping (archives) or backup purposes;
- (4) Modified, adapted, or combined with other computer software, *provided* that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;
- (5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and
- (6) Used or copied for use with a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form notice may be used instead:

Restricted Rights Notice Short Form (Jun 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. DE-AT09-09SR22572 (and subcontract _____, if appropriate) with _____ (name of Contractor and subcontractor).

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

Alternate V (Dec 2007). As prescribed in 27.409(b)(6), add the following paragraph (j) to the basic clause:

(j) The Contractor agrees, except as may be otherwise specified in this contract for specific data deliverables listed as not subject to this paragraph, that the Contracting Officer may, up to three years after acceptance of all deliverables under this contract, inspect at the Contractor's facility any data withheld pursuant to paragraph (g)(1) of this clause, for purposes of verifying the Contractor's assertion of limited rights or restricted rights status of the data or for evaluating work performance. Where the Contractor whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if a particular representative made the inspection, the Contracting Officer shall designate an alternate inspector.



September 8, 2009

Contracting Officer
Savannah River Operations Office
P.O. Box A
Aiken, SC 29802-0902
Attn: Steve Hamlett

RE: Energy Savings Performance Contract No. DE-AM36-02NT41457 (formerly known as DE-AC26-02NT41457) dated February 1, 2002, Delivery Order NO. DE-AT09-09SR22572 dated May 15, 2009.

Dear Mr. Hamlett:

In its capacity as a third party financier, Hannon Armstrong has purchased from Ameresco Federal Solutions, contract payments to become due under the above referenced Delivery Order. These contract payments have been assigned to our Trustee, The Bank of New York Mellon, as evidenced by the enclosed Instrument of Assignment and should be remitted to the account designated on the Notice of Assignment.

For your review and execution, please find enclosed one (1) original copy of both the Notice of Assignment and Instrument of Assignment and three (3) photocopies of the Notice of Assignment for each of the above referenced transactions. Please acknowledge receipt of the three (3) photocopies and return the executed photocopies to my attention at the address below.

If you have any questions, please feel free to contact me at (410) 571-6178.

Thank you for your assistance with this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Josh Mersfelder'.

Josh Mersfelder
HANNON ARMSTRONG

NOTICE OF ASSIGNMENT
(Savannah River Site)

August 21, 2009

TO: Contracting Officer
Savannah River Operations Office
P.O. Box A
Aiken, SC 29802-0902
Attn: Steve Hamlett

This has reference to **DELIVERY ORDER NO. DE-AT09-09SR22572** dated May 15, 2009 (the "Order"), issued by the United States of America through the Department of Energy Savannah River Operations Office (the "Government"), to Ameresco Federal Solutions, Inc. whose address is 111 Speen Street, Suite 410, Framingham, MA 01701 (the "Assignor"), pursuant to which the Assignor agreed to provide to the Government certain labor and equipment. The Order was issued under that certain Energy Savings Performance Contract No. DE-AM36-02NT41457 (formerly known as DE-AC26-02NT41457) dated February 1, 2002, between the Assignor and the United States of America through the Department of Energy.

Moneys due or to become due under the task order described above have been assigned to the undersigned under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 15.

A true copy of the instrument of assignment executed by the Assignor on August 21, 2009 is attached to the original notice.

Payments due or to become due under this task order should be made to the undersigned assignee at the following address (or such other address as the undersigned may from time to time specify):

Please remit payment by wire transfer:

THE BANK OF NEW YORK MELLON
101 Barclay Street, Floor 4 West
New York, NY 10286
Account #: 8900267690
ABA Routing #: 021-000-018
REF: Savannah River - I:SPC
Attn: Jared Fischer, (212) 815-8139
Cage Code: 44827

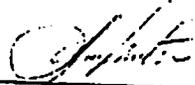
Please return to the undersigned the three enclosed copies of this notice with appropriate notations showing the date and hour of receipt, and signed by the person acknowledging receipt on behalf of the addressee.

[Signature follows on next page.]

Very truly yours,

THE BANK OF NEW YORK MELLON, us Agent

By:



Title:

**ANNA BOURTTMAN
ASSISTANT VICE PRESIDENT**

ACKNOWLEDGEMENT

Receipt is acknowledged of the above notice and a copy of the instrument of assignment. They were received at 1:30 (a.m.) (p.m.) on 14 September 2009.

By:

Robert S. Hamlett
Robert S. Hamlett

29 OCT 09

Title:

Contracting Officer

On behalf of:

U.S. Department of Energy

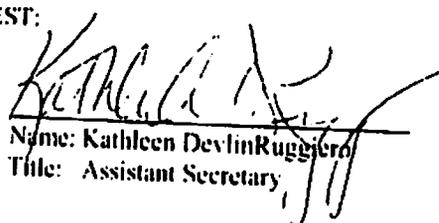
INSTRUMENT OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned, AMERESCO FEDERAL SOLUTIONS, INC., a Tennessee corporation (the "Assignor"), in accordance with the Federal Assignment of Claims Act, as amended (41 U.S.C. § 15, 31 U.S.C. § 3727), and in connection with an assignment of all of its right, title and interest now owned and hereafter acquired in and to all moneys due or to become due under that certain **TASK ORDER NO. DE-AF09-09SR22572** dated May 15, 2009, issued by the United States of America through the Department of Energy Savannah River Operations Office under that certain Energy Savings Performance Contract No. DE-AM36-02NT41457 dated February 1, 2002, hereby authorizes **THE BANK OF NEW YORK MELLON**, a New York banking corporation, and its successors and assigns, as Paying Agent, to receive payment of all moneys due or to become due under such Task Order.

IN WITNESS WHEREOF, the Assignor has caused this Instrument of Assignment to be executed by its duly authorized officer as of August 21, 2009.

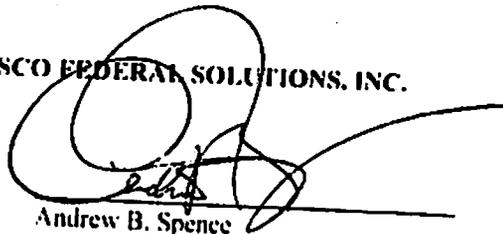
ATTEST:

By:


Name: Kathleen Devlin Ruggiero
Title: Assistant Secretary

AMERESCO FEDERAL SOLUTIONS, INC.

By:
Name:
Title:


Andrew B. Spence
Treasurer

[SEAL OF ASSIGNOR]



57077 Leaver Drive, Suite 300
Charlotte, NC 28217

T: 704.916.3526
F: 888.821.0216

ameresco.com

Mr. Steve Hamlett
Contracting Officer
Savannah River Site Operation Office
P.O. Box A
Aiken, SC 29802-0902

Re: Delivery Order No. DE-ATO9-09SR22572

Dear Steve:

In connection with Ameresco Federal Solutions, Inc.'s ("Ameresco") financing of the above referenced Delivery Order with Hannie Mae SRS Funding I.L.C. ("Hannon") and Banc of America Leasing & Capital, LLC ("BoFA"), you should have received a cover letter from Hannon along with an original copy of both the Notice of Assignment and Instrument of Assignment and three additional photocopies of the Notice of Assignment as required pursuant to the Assignment of Claims Act and FAR Subpart 32.8. The paperwork serves to assign the payments due Ameresco under the Delivery Order to The Bank of New York Mellon as Ameresco's assignee pursuant to the Assignment of Claims Act on behalf of Hannon and BoFA.

Ameresco requests that you please process the Assignment of Claims paperwork received from Hannon and return it to them as requested. Should you have any questions, please do not hesitate to contact me.

Sincerely,

James Koulovatos
Director - Finance

Attachment 2

**CHECKLIST/SCHEDULE OF POST-AWARD REPORTING
REQUIREMENTS AND SUBMITTALS (From Mod M006 of Basic IDIQ)**

SCHEDULE OF POST-AWARD DELIVERABLES					
Item	Deliverable	Frequency	Due	"Copies"	"Recipient"
1	Signed Delivery Order	One Time	Upon Receipt from Agency	4 (2/2)	• DOE COR (1/1) • DOE CO (1/1)
2	Certificate of Insurance	One time	15 days after DO award	1 (1/0)	• Agency Contracting Officer (1/0)
3	Performance Bond	One time	30 days after award of delivery order	1 (1/0)	• Agency Contracting Officer (1/0)
4	Payment Bond	One time	30 days after DO award	1 (1/0)	• Agency Contracting Officer (1/0)
5	Work Schedule	Monthly	10 days before work start	3 (2/1)	• Agency Contracting Officer (1/0) • Agency COR (1 copy) (1/1)
6	Work Outside Normal Hours	Per occurrence	5 days before work start	3 (2/1)	• Agency Contracting Officer (1/0) • Agency COR (1/1)
7	Design & Construction Package	One time	Due date based on final proposal and negotiations TBD after DO award	3 (3/0)	• Agency Contracting Officer (1/0) • Agency COR (2/0)
8	ECM Installation Quality control Inspection Program	One time	With Item 6 above	4 (3/1)	• Agency Contracting Officer (1/0) • Agency COR (2/1)
9	Commissioning Plan	Onetime	After Approval of Item 6 above	7 (4/3)	• Agency Contracting Officer (1/0) • Agency COR (2/1) • DOE COR (1/2)
10	Safety & Health Plan	One time	With Item 6 above	3 (2/1)	• Agency Contracting Officer (1/0) • Agency COR (1/1)
11	Notification of Utility Interruption	Per occurrence	15 working days prior to outage	3 (1/1)	• Agency Contracting Officer (1/0) • Agency COR (1/1)
12	Operation Work Procedure	One time	With training class	6 (6/0)	• Agency Contracting Officer (1/0) • Agency COR (1 master for reproduction and 4 copies)
13	Maintenance Work Procedure	Onetime	With training class	6 (5/1)	• Agency Contracting Officer (1 copy) • Agency COR (1 master for reproduction and 4 copies)
14	O&M Manuals	One time	With training class	6 (5/1)	• Agency Contracting Officer (1 copy) • Agency COR (1 master for reproduction and 4 copies)
15	Commissioning Report	One time	Upon ECM installation and commissioning	8 (4/4)	• Agency Contracting Officer (1/0) • Agency COR (2/1) • DOE COR (1/2) • DOE CO (0/1)
16	Post-Installation Report	One time	30-60 days after project acceptance	8 (4/4)	• Agency Contracting Officer (1/0) • Agency COR (2/1) • DOE COR (1/2) • DOE CO (0/1)
17	As-built	Per ECM	Prior to	3	• Agency Contracting Officer (1 copy)

Attachment 2

	Drawings		Government's acceptance	(3/0)	• Agency COR (2 copies)
18	Annual Report on ECM Performance	Annual	30 days after each year during performance period	8 (4/4)	• Agency Contracting Officer (1/0) • Agency COR (2/1) • DOE COR (1/2) • DOE CO (0/1)
19	Deliver Order Modifications	For any DO Mod	Upon receipt of signed modification	4 (2/2)	• DOE COR (1/1) • DOE CO (1/1)

Required formats for and numbers of submittals are indicated in parentheses — (hard copy/electronic pdf on CD-ROM)