

2. AMENDMENT/MODIFICATION NO. 008	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 12EM000668	5. PROJECT NO. (If applicable)
6. ISSUED BY Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 00901	7. ADMINISTERED BY (If other than Item 6) Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 00901

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) AMERESCO FEDERAL SOLUTIONS, INC. Attn: KEITH A. DERRINGTON 1820 MIDPARK ROAD SUITE C KNOXVILLE TN 379215955	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)
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CODE 196975957	FACILITY CODE
10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AM36-02NT41457 DE-AT09-09SR22572	
10B. DATED (SEE ITEM 13) 11/30/2009	

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)
No change in accounting and appropriation data.

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/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 date, 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: Mutual Agreement Between Both Parties
	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.)
Tax ID Number: 62-1376739
DUNS Number: 196975957
Modification #008 is a mutually agreed no-cost change issued for the purpose of documenting the following changes to Delivery Order (DO) DE-AT09-09SR22572: (1) formally document DOE acceptance of Energy Conservation Measures (ECM) #1 and #2 and the transfer of their titles to the Government (2) replace the Schedule DO-5(a) Termination Liability Payment Schedule in DO Attachment #1, Ameresco Revised Final Proposal (3) document the negotiated shared benefits from the interest cost savings generated by the restructuring of the DO payment schedule due dates (4) document language changes in the DO and the Ameresco Revised Final Proposal resulting from the revised payment schedule and (5) document the DO actual performance period dates and measurement and verification reporting requirements. See Continued ...

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) KEITH DERRINGTON, EXEC. V.P.	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert S. Hamlett
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 21 DEC 2011
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 12/21/2011

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 DE-AM36-02NT41457/DE-AT09-09SR22572/008

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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>Attachment #1 for complete Modification Narrative, Attachment #2 for the Revised DO-5(a) Payment Schedule and Attachment #3 for the Scope of Work describing the two Biomass Cogeneration Facility Upgrades. LIST OF CHANGES: Reason for Modification : Supplemental Agreement for work within scope Delivery Location Code: 00902 Savannah River (Loading Dock) Attn: Charlene Stokes-Geter DOE Loading Dock, Bldg. 730B Aiken SC 29802</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:: \$795,336,533.00 Incrementally Funded Amount: \$0.00</p>				795,336,533.00

Modification #008

Biomass ESPC Delivery Order

DE-AT09-09SR22572

A. Modification #008 is a mutually agreed no-cost change issued for the purpose of documenting the following changes to Delivery Order (DO) DE-AT09-09SR22572: (1) formally document DOE acceptance of Energy Conservation Measures (ECM) #1 and #2 and the transfer of their titles to the Government (2) replace the Schedule DO-5(a) Termination Liability Payment Schedule in DO Attachment #1, Ameresco Revised Final Proposal (3) document the negotiated shared benefits from the interest cost savings generated by the restructuring of the DO payment schedule due dates (4) document language changes in the DO and the Ameresco Revised Final Proposal resulting from the revised payment schedule and (5) document the DO actual performance period dates and measurement and verification reporting requirements.

(1) Energy Conservation Measure (ECM) #1 and ECM #2, as described in the Delivery Order and Ameresco Revised Final Proposal, were accepted effective December 19, 2011 and March 22, 2011, respectively. Title to such ECMs are hereby transferred to the Government as of December 19, 2011 in accordance with Section H.19 of the Order.

(2) The Schedule DO-5(a)—Termination Liability Schedule (Revised December 2011), attached hereto, replaces Schedule DO-5(a) in the Ameresco Revised Final Proposal, dated 11 May 2009; and the Revised Schedule DO-5(a) attached hereto is incorporated into the Delivery Order by this reference.

(3) In consideration for the economic benefit of \$4,301,390 the Contractor will receive from its lenders due to the Government's moving up the annual payment dates for the debt service payments from May 1 to January 5 of each of the fifteen payment year periods as set forth in the revised Schedule DO-5(a) – Termination Liability Schedule attached hereto, the parties have agreed to the following: (i) the first debt service payment from the Government shall be reduced by \$2,150,695 (50% of such economic benefit); (ii) Contractor shall utilize (\$1,075,348) 25% of such economic benefit to procure additional equipment and to provide additional services to the Government as described in the attached Scope of Work (SOW), pursuant to which Contractor shall credit the Government's Service Period Payment for any monies that have not been spent following closeout of the SOW; and (iii) Contractor will retain (\$1,075,348) 25% of such economic benefit. The Government acknowledges that such economic benefit is based on the Year One debt service payment being received on or before January 5, 2012.

(4) Section G.3(b)(i) of the Order is revised to delete "April 1" and replace it with "December 5" to reflect that Contractor shall submit its invoice to the Government for the annual debt service payments on or before December 5th of each year, commencing December 5, 2011; provided, however, that the Contractor shall submit the Year One debt invoice upon execution of this modification and the Government shall pay such invoice no later than January 5, 2012.

(5) The first year performance period for baseline and annual measurement and verification purposes shall be December 19, 2011 through April 30, 2013; and subsequent annual performance periods shall be from May 1 through April 30 each year.

B. Nothing contained herein shall relieve Contractor of its obligation to (i) submit the Annual M&V Report to the Agency Contracting Officer within 120 days following April 30 of each year during the Order term and (ii) submit monthly reports relating to steam production, fuel usage and electrical production parameters pursuant to Section 4.2 of Contractor's final proposal dated May 11, 2009.

C. Ameresco agrees that this modification is no cost change to the ESPC Delivery Order terms. In consideration of the modification agreed to herein, the Contractor hereby releases the Government from any claims and/or liabilities for the scope as described within this modification.

D. All other terms and conditions of the ESPC Delivery Order and Ameresco Revised Final Proposal remain unchanged.

BIOMASS COGENERATION FACILITY UPGRADES

Ameresco will include two additional improvements for the Biomass Cogeneration Facility. These are described below.

1.0 BACKUP BOILER PACKAGE

Procurement of (1) low NO_x, 70,000 pph, 400 psig design, trailer-mounted, re-conditioned package water-tube Nebraska boiler is set to burn #2 Fuel Oil. Nationwide Boiler or equivalent supplier of a low NO_x, 70,000 pph, 400 psig design, and trailer-mounted package water-tube Nebraska boiler is set to burn Natural Gas or #2 Oil. The skid is fully piped and wired and includes the following components:

- ◆ Faber Low NO_x Burner
- ◆ Water Column and Site Glass
- ◆ Steam Pressure Gauge
- ◆ Low-water Cutoffs
- ◆ Safety Valves
- ◆ FW Stop & Check Valves
- ◆ Blowdown Valves
- ◆ Continuous Blowdown Metering Valve
- ◆ Chemical Feed Valve
- ◆ Single Element Pneumatic FW Regulator w/ Pre-piped 3-valve Bypass
- ◆ BMS / Combustion Controls
- ◆ Complete Fuel Train & Pilot Ignition System
- ◆ Forced-draft Fan, Motor, & Starter
- ◆ Steam Non-return Valve
- ◆ Stack (loose)
- ◆ NEMA 4 Electrical Enclosures
- ◆ Meets FM / IRI Insurance Standards
- ◆ Meets NFPA 85
- ◆ Weatherproofed (except for freezing)
- ◆ Operating Manuals
- ◆ ASME Documentation
- ◆ Fabrication of permanent piping spools for connections specifically designed for this boiler skid for the following utilities (connections on other side of utilities are part of original contract scope):
 - ◆ Steam
 - ◆ Fuel Oil
 - ◆ Boiler Feed Water
 - ◆ Power Supply
 - ◆ Compressed Air
- ◆ Startup Services and Training of Ameresco Personnel

2.0 DOMESTIC WATER CROSS CONNECTION

The domestic water cross connection between the new 12" river water line to the 10" Site domestic water loop will act as an emergency water supply to provide approximately 600 gallons per minute short term to the Biomass Cogeneration Facility.

This scope of work includes the procurement and installation of the piping, valves, back flow preventer, instrumentation and appurtenances between the existing 12" river water header and the 10" domestic water header. The design and permit are provided by SRNS. The installation scope includes the following items.

- ◆ Installation of approximately 180 feet of 10" ductile iron domestic water line
- ◆ Installation of a 12" x 12" x 10" ductile iron tee in the underground portion of the river water line along with isolation valves, 12" ductile iron piping/connections and mechanical joints/thrust protection are needed before the BCF goes on line permanently.
- ◆ A maximum 10" back flow preventer (bfp) with concrete pad for mounting and bfp enclosure with heater, protective bollards along with a power supply including power pole(s), wire, disconnects and appurtenances are needed along with connection tap (tapping sleeve) into the existing 10" domestic water line piping and isolation valve between the tap and the backflow preventer and the final connection piping from the bfp outlet to the first 10" isolation valve off the 12" river water line.
- ◆ Excavation and back fill required for pipe installation
- ◆ Instrumentation for interconnection of domestic water line
- ◆ Concrete required per the design drawings
- ◆ Other materials as indicated on the drawings