

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE 1	OF	PAGES 2
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2. AMENDMENT/MODIFICATION NO. <b>M971</b>	3. EFFECTIVE DATE (M/D/Y) See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE <b>U.S. Department of Energy Pacific Northwest Site Office Post Office Box 350 Richland, WA 99352</b>	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code)  <b>Battelle Memorial Institute Pacific Northwest Division Richland, Benton County, WA 99352 DUNS # 032987476</b>	<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. <b>DE-AC05-76RL01830</b>
		10B. DATED (SEE ITEM 13) <b>December 30, 1964</b>

CODE	FACILITY CODE
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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 DATE AND HOUR 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 amendment and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

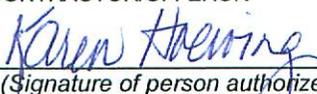
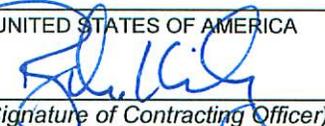
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS SET FORTH IN ITEM 14.

CHECK	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: The mutual agreement of the parties
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.**

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) This bilateral contract modification incorporates changes to Part III, Section J, List of Documents, Exhibits and Other Attachments. (See Continuation Pages for the purpose and description of this modification)

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Karen L. Hoewing General Counsel</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Ryan M. Kilbury Contracting Officer</b>
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15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED <b>3-11-14</b>	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED <b>3-12-14</b>
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**Purpose of Modification:**

The Department of Energy (DOE), Office of Science (SC), Pacific Northwest Site Office (PNSO) is modifying the Contract to update Part III – List of Documents, Exhibits, And Other Attachments, Section J, List of Attachments, Appendix H and Appendix J to their most current form.

**Description of Modification:**

1. Revise Part III, Section J, Appendix H – List of Approved Laboratory Land/Facilities (Owned and Leased) to update the list of approved land/facilities, update the descriptions of the facilities in line with the requirements of the Facilities Information Management System (FIMS) codes, and to update the footnotes associated with the list of approved Laboratory land/facilities. **[M971]**
2. Revise Part III, Section J, Appendix J - Advance Agreement on Costs and Associated Use of Battelle-Owned Facilities and Real Property to include language that relates to the update in Section J, Appendix H – List of Approved Laboratory Land/Facilities (Owned and Leased) and to add a paragraph 13, which outlines the methodology for Government investment in the Life Sciences Laboratory – II (LSL-2), a Battelle-owned facility.  
**[M971]**
3. This modification results in no further changes to the Contract.

**(End of Contract Modification)**

**PART III – List of Documents,  
Exhibits and Other Attachments**

**Section J**

**Appendix H**

**LIST OF APPROVED LABORATORY LAND/FACILITIES  
(OWNED AND LEASED)**

**Section J - Appendix H**

**LIST OF APPROVED LABORATORY LAND/FACILITIES  
(OWNED AND LEASED)**

**(Depicted by Figures JH-1, JH-2)**

<b>DOE-SC Owned</b>		
<b>Land</b>	<b>Alternate Name</b>	<b>Predominant Use</b>
<b>PNNL Site</b>	<b>PNNL Site</b>	Approximately 348 acres of Federally owned land (with multiple entries in FIMS) reserved for PNNL use located within Benton County, WA and in proximity to the Hanford Site 300 Area and the BMI Land-Richland. The PNNL Site encompasses 102 acres of a Preservation Designated Area which is not available for development.
<b>Facility Name</b>	<b>Alternate Name</b>	<b>Predominant Use (FIMS Usage Code)</b>
<b>Coastal Security Institute 1</b>	<b>CSI1</b>	<b>Office</b>
<b>Environmental Molecular Science Laboratory (EMSL)</b>	<b>3020</b>	<b>Applied Physics Laboratory</b>
<b>Material Science &amp; Technology Laboratory</b>	<b>3410</b>	<b>Chemical Laboratory (Nuclear)</b>
<b>Radiation Detection Laboratory</b>	<b>3420</b>	<b>Other Materials R&amp;D Test Buildings</b>
<b>Ultra Low Background Counting Laboratory</b>	<b>3425</b>	<b>Other Materials R&amp;D Test Buildings</b>
<b>Ultratrace Laboratory</b>	<b>3430</b>	<b>Other Materials R&amp;D Test Buildings</b>
<b>Large Detector Laboratory</b>	<b>3440</b>	<b>Other Support Labs</b>
<b>PSF Trailer A</b>	<b>3455</b>	<b>Office</b>
<b>PSF Trailer B</b>	<b>3465</b>	<b>Office</b>
<b>Laboratory Support Warehouse</b>	<b>3475</b>	<b>Programmatic General Storage</b>
<b>DOE-EM Owned<sup>1</sup></b>		
<b>Facility Name</b>	<b>Alternate Name</b>	<b>Predominant Use (FIMS Usage Code)</b>
<b>Plant Operations &amp;</b>	<b>350</b>	<b>Maintenance Shops, General</b>

<sup>1</sup> The Operational Agreement between the Office of Science, Pacific Northwest Site Office, and the Office of Environmental Management, Richland Operations Office (included as Appendix F of this Contract) explicitly addresses DOE-EM real property in use by PNNL which includes the facilities explicitly listed in this Appendix as well as other structural facilities supporting their operation. DOE EM-Owned Facilities in the 300 Area will be removed when no longer needed by SC and transitioned to EM in accordance with the referenced DOE-RL and PNSO Operational Agreement.

<b>Maintenance Facility</b>		
<b>Paint Shop</b>	<b>350A</b>	<b>Paint Shop</b>
<b>Warehouse</b>	<b>350B</b>	<b>Pipe Fitting and Plumbing Shop</b>
<b>Storage Building</b>	<b>350C</b>	<b>General Storage</b>
<b>Oil Storage Facility</b>	<b>350D</b>	<b>Hazardous/Flammable Storage</b>
<b>Radiological Calibrations Laboratory</b>	<b>318</b>	<b>Calibrations Laboratory</b>
<b>Office Trailer (MO266)</b>	<b>318TRL4</b>	<b>Office</b>
<b>Life Sciences Laboratory 1</b>	<b>331</b>	<b>Biological Research Laboratory</b>
<b>Radiochemical Processing Laboratory (RPL)</b>	<b>325</b>	<b>Chemical Laboratory (Nuclear)</b>
<b>Contractor Leased-Programmatic<sup>2</sup></b>		
<b>Facility Name</b>	<b>Alternate Name</b>	<b>Predominant Use (FIMS Usage Code)</b>
<b>Albuquerque NM Office</b>	<b>Albuquerque</b>	<b>Security Hq / Badge Issuance / Gate Houses (Polygraph Center)</b>
<b>Microproducts Breakthrough Institute</b>	<b>MBI11</b>	<b>Materials Laboratory</b>
<b>Port of Skamania Lab-Warehouse Building</b>	<b>POS</b>	<b>Programmatic General Storage</b>
<b>Port of Skamania Office Building</b>	<b>POS2</b>	<b>Office</b>
<b>Port Of Pasco Airport Hanger</b>	<b>POP</b>	<b>Helicopter and Airplane Hangars</b>
<b>Virginia Tech Applied Research Corp.</b>	<b>VT-ARC</b>	<b>Office</b>
<b>Contractor Leased-Institutional<sup>2</sup></b>		
<b>Facility Name</b>	<b>Alternate Name</b>	<b>Predominant Use (FIMS Usage Code)</b>
<b>2400/2410 Stevens</b>	<b>2400/2410STV</b>	<b>Applied Physics Laboratory</b>
<b>Applied Processing Engineering Laboratory</b>	<b>APEL</b>	<b>Large Scale Demonstration/Research Building</b>
<b>Battelle Seattle Research Center</b>	<b>BSRC</b>	<b>Office</b>
<b>WSU Building 9513 - Bioproducts Science &amp; Engineering Laboratory</b>	<b>BSEL</b>	<b>Biological Research Laboratory</b>
<b>Biological Sciences Facility</b>	<b>BSF</b>	<b>Biological Research Laboratory</b>
<b>Battelle Washington Office</b>	<b>BWO</b>	<b>Office</b>
<b>Computational Sciences Facility</b>	<b>CSF</b>	<b>Computation Laboratory</b>
<b>Environmental Technology Building</b>	<b>ETB</b>	<b>Office</b>
<b>Information Sciences Building I</b>	<b>ISB1</b>	<b>Office</b>

<sup>2</sup> Contractor Leased Facilities are added to and removed from this list as approved Real Estate Packages, where DOE reviews terms and conditions, rates, market surveys and mission need to determine the use of this space by the Pacific Northwest National Laboratory. This establishes reimbursement for those lease costs incidental to the performance of work.

<b>Information Sciences Building II</b>	<b>ISB2</b>	<b>Office</b>
<b>Laboratory Support Building</b>	<b>LSB</b>	<b>Office</b>
<b>Marine Sciences Laboratory 7</b>	<b>MSL7</b>	<b>Office</b>
<b>National Security Building</b>	<b>NSB</b>	<b>Office</b>
<b>Portland Office</b>	<b>Portland</b>	<b>Office</b>
<b>Research Support Warehouse</b>	<b>RSW</b>	<b>General Storage</b>
<b>Salk Building</b>	<b>SALK</b>	<b>Computation Laboratory</b>
<b>Systems Engineering Facility</b>	<b>SEF</b>	<b>Office</b>
<b>SIGMA 1 Office Building</b>	<b>SIGMAI</b>	<b>Office</b>
<b>SIGMA 2 Office Building</b>	<b>SIGMAII</b>	<b>Office</b>
<b>SIGMA 4 Office Building</b>	<b>SIGMAIV</b>	<b>Office</b>
<b>Guest House at PNNL</b>	<b>GUESTHOUSE</b>	<b>Motel/Hotel/Lodges</b>
<b>Joint Global Change Research Institute-University of Maryland</b>	<b>JGCRI</b>	<b>Office</b>
<b>BMI-Owned</b>		
<b>Land<sup>3</sup></b>	<b>Alternate Name</b>	<b>Predominant Use</b>
<b>BMI Land-Richland</b>	<b>BMI Land-Richland</b>	Battelle Memorial Institute (BMI)-owned land is included in this list as DOE has authorized work to be conducted at specific work locations on this land, or it has been deemed beneficial to the operations of the Pacific Northwest National Laboratory in direct connection with and in proximity to the facilities listed herein.
<b>BMI Land-Sequim</b>	<b>BMI Land-Sequim</b>	Battelle Memorial Institute (BMI)-owned land is included in this list as DOE has authorized work to be conducted at specific work locations on this land, or it has been deemed beneficial to the operations of the Pacific Northwest National Laboratory in direct connection with and in proximity to the facilities listed herein.

<sup>3</sup> The majority of BMI-owned land and supporting site infrastructure or Other Structures and Facilities (OSF) is located in Richland, WA in proximity to the PNNL Site. The listed BMI-Richland real property excludes the Battelle Staff Association (BSA) Recreation Area, the BSA Soccer Field, Kindercare, the vacant land parcels south of Battelle Boulevard, non-listed buildings, and other land parcels as specifically agreed to by DOE and Battelle. Vacant Battelle-owned land parcels north of Battelle Boulevard are provided for the beneficial use of PNNL. Use of these land parcels by PNNL is limited to those work activities as approved or authorized by DOE. Non-PNNL activities may be conducted in these areas as long as they are not in conflict with PNNL needs. The remaining BMI-owned land and supporting site infrastructure or Other Structures and Facilities (OSF) is located in Sequim, WA. The BMI-Sequim real property excludes the agricultural and forested areas on vacant land parcels, non-listed buildings, and other land parcels as specifically agreed to by DOE and Battelle. The inclusion of BMI-owned land into this list does not specifically address any potential costs or other liabilities by either party; it is only identified to designate authorized work locations. Supporting site infrastructure, or Other Structures and Facilities (OSF) as defined and categorized in FIMS, include any fixed real property improvements to land that are not classified as a building or predominately housed within a building.

<b>Facility Name<sup>4</sup></b>	<b>Alternate Name</b>	<b>Predominant Use</b>
<b>Atmospheric Measurement Laboratory</b>	<b>AML</b>	<b>Physics Laboratory</b>
<b>Auditorium</b>	<b>AUD</b>	<b>Auditorium/Theater</b>
<b>Battelle Inhalation Laboratory</b>	<b>BIL</b>	<b>Biological Research Laboratory</b>
<b>Battelle Receiving &amp; Shipping Warehouse</b>	<b>BRSW</b>	<b>General Storage</b>
<b>Engineering Development Laboratory</b>	<b>EDL</b>	<b>Physics Laboratory</b>
<b>Engineering Support Building</b>	<b>ESB</b>	<b>Office</b>
<b>Grounds Equipment Storage Building</b>	<b>GES</b>	<b>Hazardous/Flammable Storage</b>
<b>Life Sciences Laboratory 2</b>	<b>LSL-II</b>	<b>Biological Research Laboratory</b>
<b>Life Sciences Laboratory 2A</b>	<b>LSL-IIA</b>	<b>Biological Research Laboratory</b>
<b>Math Building</b>	<b>MATH</b>	<b>Office</b>
<b>Marine Sciences Laboratory 1</b>	<b>MSL1</b>	<b>Biological Research Laboratory</b>
<b>Marine Sciences Laboratory 1 West</b>	<b>MSL1W</b>	<b>Plants (Water Treatment)</b>
<b>Marine Sciences Laboratory 2</b>	<b>MSL2</b>	<b>Biological Research Laboratory</b>
<b>Marine Sciences Laboratory 3</b>	<b>MSL3</b>	<b>Pumping Station</b>
<b>Marine Sciences Laboratory 4</b>	<b>MSL4</b>	<b>Pumping Station (Potable Water)</b>
<b>Marine Sciences Laboratory 5</b>	<b>MSL5</b>	<b>Chemistry Labs (Nuclear)</b>
<b>Marine Sciences Laboratory 5A</b>	<b>MSL5A</b>	<b>Hazardous/Flammable Storage</b>
<b>Marine Sciences Laboratory 5B</b>	<b>MSL5B</b>	<b>Hazardous/Flammable Storage</b>
<b>Marine Sciences Laboratory 5C</b>	<b>MSL5C</b>	<b>Temperature and Humidity Controlled Warehouse</b>
<b>Chemical Engineering Laboratory</b>	<b>CEL</b>	<b>Other Chemistry Laboratory</b>
<b>Process Development Laboratory East</b>	<b>PDLE</b>	<b>Other Support Labs (High Bay)</b>
<b>Process Development Laboratory West</b>	<b>PDLW</b>	<b>Other Support Labs (High Bay)</b>

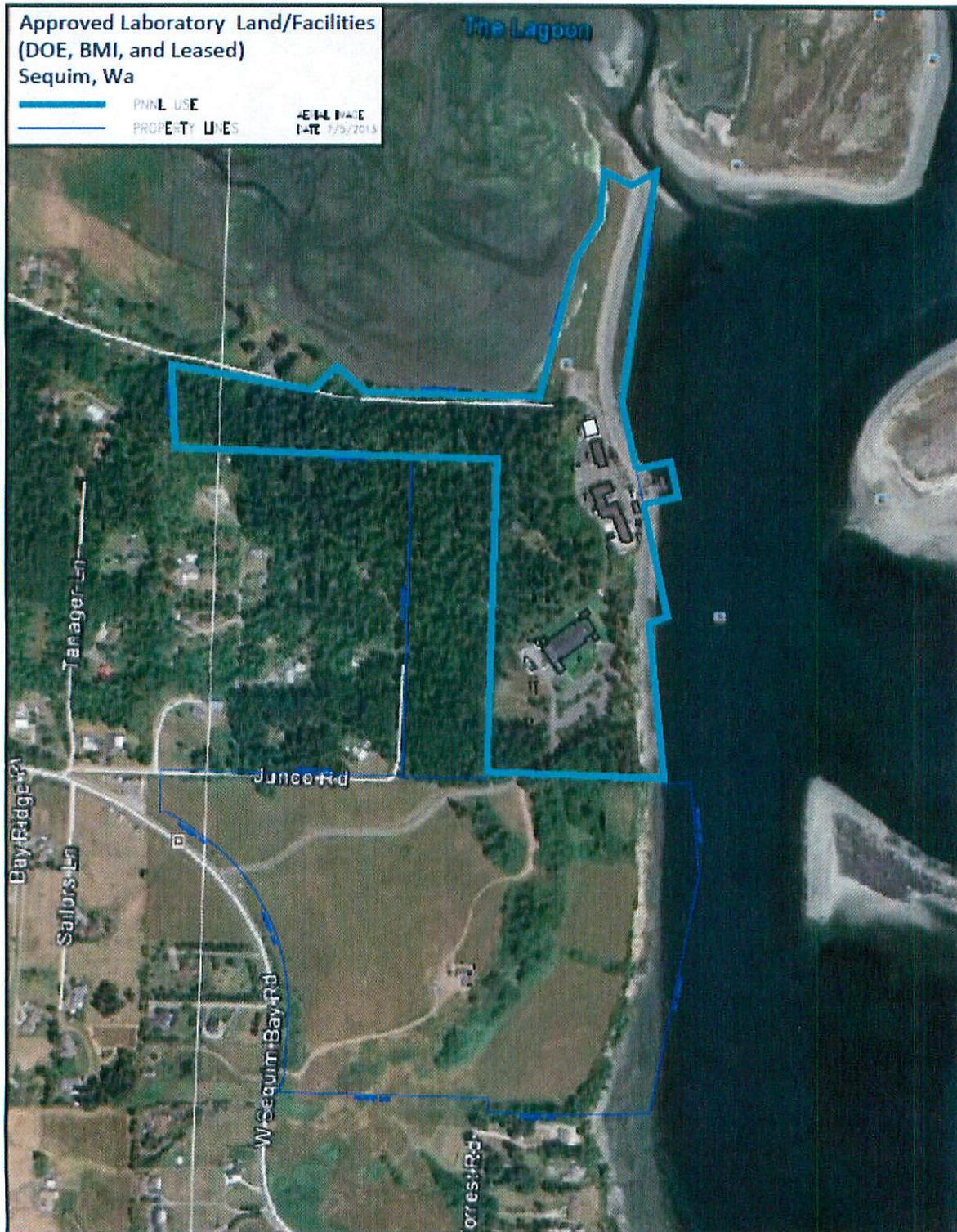
<sup>4</sup> Battelle Memorial Institute (BMI)-owned facilities are included in this list as DOE has authorized work to be conducted at these specific locations or it has been deemed beneficial to the operations of the Pacific Northwest National Laboratory, through a series of Contracting Officer letters authorizing the reimbursement of certain costs BMI incurs in providing these facilities to the Government for its use and enjoyment. The inclusion of BMI-owned facilities into this list does not specifically address any potential costs or other liabilities by either party; it is only identified to designate authorized work locations. For planning and operational management purposes, consult the annual Laboratory Plan for dates of anticipated cessation of PNNL use of BMI-owned facilities.

<b>Plant Growth Facility 1</b>	<b>PGF1</b>	<b>Environmental Laboratory (Greenhouse)</b>
<b>Plant Growth Facility 2</b>	<b>PGF2</b>	<b>Environmental Laboratory (Greenhouse)</b>
<b>Plant Growth Facility 3</b>	<b>PGF3</b>	<b>Environmental Laboratory (Greenhouse)</b>
<b>Plant Growth Facility 4</b>	<b>PGF4</b>	<b>Environmental Laboratory (Greenhouse)</b>
<b>Plant Growth Facility 5</b>	<b>PGF5</b>	<b>Environmental Laboratory (Greenhouse)</b>
<b>Physical Science Laboratory</b>	<b>PSL</b>	<b>Chemistry Laboratory (Non-nuclear)</b>
<b>Research Operations Building</b>	<b>ROB</b>	<b>Office</b>
<b>Chemical And Flammable Storage</b>	<b>RTL510</b>	<b>Hazardous/Flammable Storage</b>
<b>Research Technology Laboratory 520</b>	<b>RTL520</b>	<b>Nuclear Physics Laboratory</b>
<b>Research Technology Laboratory 524</b>	<b>RTL524</b>	<b>Other Service Building (Fire Riser)</b>
<b>Radioactive Storage</b>	<b>RTL530</b>	<b>Nuclear Contaminated Storage</b>
<b>Paper Shredder Facility</b>	<b>RTL540</b>	<b>Programmatic General Storage</b>
<b>Technical Services</b>	<b>RTL550</b>	<b>Maintenance Shops, General</b>
<b>Utility Building</b>	<b>RTL560</b>	<b>Plants (Gas Fired)</b>
<b>Autoclave Center</b>	<b>RTL570</b>	<b>Other Materials R&amp;D Test Buildings</b>
<b>Crafts Shop</b>	<b>RTL580</b>	<b>Maintenance Shops, General</b>
<b>Warehouse RTL590</b>	<b>RTL590</b>	<b>General Storage</b>
<b>Technical Support Warehouse</b>	<b>TSW</b>	<b>General Storage</b>

Richland Map (Figure JH-1)



Sequim Map (Figure JH-2)



Contract Number: DE-AC05-76RL01830  
Modification M971

**PART III – List of Documents,  
Exhibits and Other Attachments**

**Section J**

**Appendix J**

**Advance Agreement on Costs and Associated Use of Battelle-Owned Facilities and Real  
Property**

**ADVANCE AGREEMENT ON COSTS AND ASSOCIATED USE OF BATTELLE-OWNED FACILITIES AND REAL PROPERTY**

The Parties acknowledge that in consideration of the extension of Contract No. DE-AC05-76RL01830 (hereinafter referred to as "the PNNL Prime Contract") from October 1, 2012 through September 30, 2017, it would be in the best interests of both Parties to enter into this Advance Agreement (hereinafter referred to as "the Agreement"),

The Parties agree as follows:

1. Effective October 1, 2012, Battelle grants to the Department of Energy (hereinafter referred to as "DOE") operational control over the Battelle owned facilities as identified in Section J, Appendix H of the PNNL Prime Contract (hereinafter referred to as "the Facilities") and the right to exclusive use of the Facilities and the beneficial use of the Battelle-owned vacant land north of Battelle Boulevard, Other Structures and Facilities and the areas and grounds appurtenant to the Facilities necessary for access, occupancy and enjoyment. The Parties agree that DOE's exclusive use of the Facilities shall include any use authorized under the PNNL Prime Contract, or as otherwise agreed to by the Parties.
2. This Agreement, including without limitation, DOE's exclusive use and occupancy of the Facilities, as identified in Section J, Appendix H, and the beneficial use of the Battelle-owned vacant land north of Battelle Boulevard, Other Structures and Facilities and the areas and grounds appurtenant to the Facilities shall terminate if Battelle is no longer the operator of PNNL, or alternatively by mutual assent.
3. Battelle agrees to allow access to the Facilities, without reasonably preventable or recurring disruption, as is required for DOE to access, occupy, use and enjoy such facilities as provided in this Agreement.
4. Battelle provides DOE the option to lease the Facilities at any time during the term of the PNNL Prime Contract. If DOE exercises this option to lease the Facilities, as defined at the time in Section J, Appendix H, this Agreement shall terminate upon the lease becoming effective. The lease term may not extend greater than 5 years past the end date of this Agreement without mutual assent. The Parties agree that in principle any lease shall be market based as negotiated between the Parties and shall be adjusted for the degree of Government investment and assets in the Facilities (irrespective of funding type) and any unamortized portion of Battelle's share of the residual radiological

contamination as set forth in paragraph 8 based on a 10 year amortization period commencing with the effective date of this Agreement.

5. DOE expenditures in the Facilities under the DOE capitalization threshold shall be operating expenses under the PNNL Prime Contract provided such expenditures are authorized by DOE upon evaluation of mission necessity and benefit justification. DOE may from time to time make appropriate mission essential capital modifications to the Facilities, as approved by the Contracting Officer.
6. Battelle expenditures in the Facilities shall follow Battelle capitalization criteria. Battelle shall be responsible for capital expenditures above the DOE capitalization threshold to maintain the Facilities in good working order. Battelle may from time to time elect to make investments below the DOE capitalization threshold in the Facilities, not otherwise approved by DOE, utilizing Battelle funds.
7. The Parties agree that improvements to roads, grounds, supporting site infrastructure and parking lots will be split between the Parties such that DOE investments, as justified, appropriate and expressly approved by the Contracting Officer, will address requirements of the combined core campus including and North of Battelle Blvd while Battelle will address those South of Battelle Blvd and on the Sequim campus. The Parties agree to evaluate the potential transfer of Battelle Blvd to the City of Richland within the term of this Agreement.
8. The Parties acknowledge that through the conduct of both Government and private work, several Battelle owned facilities (the Engineering Development Laboratory (EDL), the Marine Sciences Laboratory (MSL-1/MSL-5), the Life Sciences Laboratory 2 (LSL-2), the Physical Sciences Laboratory (PSL), and the Research Technology Laboratory (RTL)) are, in part, radiologically contaminated. The Parties acknowledge that both Battelle and the Government have responsibility for the radiological contamination in these Battelle owned facilities. The Parties agree that, pursuant to Government interests, DOE shall assume responsibility (to include both regulatory and financial aspects) for such contamination, including control and ultimately remediation of the radiological contamination. Battelle agrees to share the costs for remediation of such radiological contamination by contributing 10% of the cost except as further provided in this paragraph 8. As consideration for Battelle granting DOE exclusive use of the Facilities, radiological remediation completed while Battelle is the operator of PNNL will be without cost share by Battelle. To that end, the Parties agree to remediate the radiological contamination in LSL-2, EDL, PSL, MSL-1 and MSL-5 prior to September 30, 2017 and remediate the radiological

contamination in RTL prior to September 30, 2022. This agreement is based on the currently known extent of condition of these facilities and subject to review if conditions are later found to materially differ. The responsibilities and obligations set forth in this paragraph shall survive termination of this Agreement or the PNNL Prime Contract.

9. Battelle shall annually report progress against the obligations in this agreement as well as expenditures as approved by DOE and Battelle in the Facilities and appurtenant areas and grounds in order to monitor this Agreement.
10. Nothing in this Agreement shall be deemed to constitute a release of Battelle from liability under the Comprehensive, Environmental, Response, Compensation, and Liability Act or any other relevant environmental law or regulation or from financial responsibility for pre-existing unknown hazardous substances that may be discovered during radiological remediation of the Battelle owned facilities identified in paragraph 8.
11. Upon termination of this Agreement, DOE shall vacate the Facilities and at its sole election, either remove any real property improvements or abandon any such improvements in place. If DOE elects to remove any real property improvements made at DOE expense rather than abandoning such in place, DOE shall arrange for the removal. The removal of any such real property improvements shall be at no cost to Battelle and DOE shall leave the Facilities in a reasonable condition.
12. The Parties agree that each and every obligation of the Government contained herein involving an expenditure of funds is subject to the availability of the appropriated funds of the DOE, or in the event of a claim, as provided by the Contract Disputes Act, if applicable. DOE will use its best efforts to obtain funds to meet all of its obligations under this Agreement. Nothing herein shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.
13. For as long as Battelle Memorial Institute remains as the operating contractor for PNNL, the cost based arrangement remains in place and DOE enjoys the benefit of the investments made in LSL-2. Should DOE exercise the option to lease LSL-2, in return for investments made to LSL-2, Battelle grants to DOE a guarantee period of not less than 20 years of exclusive availability of the facility. This guarantee period begins and is in effect as of 10/1/2017. For purposes of the establishment of fair market rent, the Parties agree to utilize the unexecuted lease valuation and base rent that was mutually agreed to on 10/1/2012 as the base for future rental periods, allowing for adjustments in 5 year increments for

the rental amount for both DOE investments >\$250,000 and CPI. Beginning 10/1/2012, adjustments for DOE investments >\$250,000 will be accumulated during 5 year increments and for every dollar DOE expends for these investments, the Parties agree that DOE will be provided a credit of .50 cents on the dollar, amortized over the next 20 years. Rent will be adjusted for the following 20 year period (first adjustment beginning 10/1/2017, second adjustment 10/1/2022). CPI adjustment will be done in 5 year tiers consistent with 10/1/12 unexecuted Lease (with CPI adjustment beginning 10/1/12) . CPI to be applied to 10/1/12 Initial Rent.

LSL-2	Unexecuted Lease Values
Building Rent	\$2,385,240
Building Sq. Ft.	103,075
Rental Rate	23.14

Agreed and acknowledged by the Parties as of the 10<sup>th</sup> day of March, 2014.

Battelle Memorial Institute

By: JM Hughes

Date: 3-7-14

U.S. Department of Energy

By: [Signature]

Date: 3-10-14