

SECTION J

APPENDIX P

Replaced Mods 0015, 0045

APPENDIX P.

**SPECIAL FINANCIAL INSTITUTION AGREEMENT FOR USE WITH THE
PAYMENTS-CLEARED FINANCING ARRANGEMENT**

**SPECIAL FINANCIAL INSTITUTION ACCOUNT
AGREEMENT FOR USE WITH THE PAYMENTS CLEARED
FINANCING ARRANGEMENT**

Agreement entered into this 30th day of December, 2014, between the UNITED STATES of AMERICA, represented by the Department of Energy (hereinafter referred to as "DOE"), and Consolidated Nuclear Security, LLC, a limited liability company existing under the laws of the State of Delaware, (hereinafter referred to as the Contractor) and SunTrust Bank, a financial institution corporation existing under the laws of the State of Georgia, with regional offices located at 9950 Kingston Pike, Knoxville, Tennessee (hereinafter referred to as the Financial Institution).

RECITALS

- a) On the effective date of January 8, 2013, DOE and the Contractor entered into Agreement No. DE-NA0001942 (the Contract) providing for the transfer of funds on a payments-cleared basis.
- b) DOE requires that amounts transferred to the Contractor thereunder be deposited in a special demand deposit account at a financial institution covered by U.S. Department of the Treasury-approved Government deposit insurance organizations that are identified in I TFM 6-9000 (see Fig. IX-10). These special demand deposits must be kept separate from the Contractor's general or other funds, and the parties are agreeable to so depositing said amounts with the Financial Institution.
- c) The special demand deposit account shall be designated: Consolidated Nuclear Security, LLC Government Fund Account #1 (Master Account). Any ancillary accounts that may later be established will be designated in the same manner but will have a separate number followed by a subtitle denoting their purpose, e.g., "GF # 2, Payroll."

COVENANTS

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that—

1. The Government shall have a title to the credit balance in said account to secure the repayment of all funds transferred to the Contractor, and said title shall be superior to any lien, title, or claim of the Financial Institution or others with respect to such accounts.
2. The Financial Institution shall be bound by the provisions of said Contract between DOE and the Contractor relating to the transfer of funds into and withdrawal of funds from the above special demand deposit account, which are hereby incorporated into this Agreement by reference, but the Financial Institution shall not be responsible for the application of funds withdrawn from said account. After receipt by the Financial Institution of directions from DOE, the Financial Institution shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by the Financial Institution from the Government upon DOE stationery and purporting to be signed by, or signed at the written direction of, the Government may, insofar as the rights, duties, and liabilities of the Financial Institution are concerned, be considered as having been properly issued and filed with the Financial Institution by DOE.

3. DOE, or its authorized representatives (including Contractor), shall have access to financial records maintained by the Financial Institution with respect to such special demand deposit account at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of such financial records and any or all memoranda, checks, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Financial Institution for a period of 6 years after the final payment under the Agreement or as otherwise retained by the Financial Institution in accordance with its standard document retention policies which comply with applicable regulations.

4. In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit account, the Financial Institution shall promptly notify DOE at:

Jill Y. Albaugh, Contracting Officer
U.S. Department of Energy, NNSA
NNSA Production Office
301 Bear Creek Road
Oak Ridge, TN 37830

The Financial Institution shall simultaneously send a copy of any such notice to Contractor at:

Maureen Mendez, Chief Financial Officer
Consolidated Nuclear Security, LLC
P.O. Box 2009, Mail Stop 8015
Oak Ridge, TN 37831-8015

5. DOE shall authorize funds that shall remain available to the extent that obligations have been incurred in good faith thereunder by the Contractor to the Financial Institution for the benefit of the special demand deposit account. The Financial Institution agrees to honor upon presentation for payment all payments issued by the Contractor and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit account in a net positive and as close to zero as administratively possible.

The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in the Payments Cleared Financing Arrangement solicitation dated September 9, 2014 and the Financial Institution's bid in response to such solicitation dated October 9, 2014. The Financial Institution agrees that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges," contained in the Financial Institution's aforesaid bid will remain constant during the term of this Agreement, including any option periods. The Financial Institution shall calculate the monthly fees based on services rendered and invoice the Contractor. The Contractor shall issue a check or automated clearinghouse authorization transfer to the Financial Institution in payment thereof.

If, for reasons beyond the Financial Institution's control, the Financial Institution does not receive or reasonably anticipates not receiving same-day reimbursement or the daily funding draw as contemplated in this Agreement, or if the Financial Institution is otherwise notified by the Contracting Officer that funding is not available for reimbursement or payment, the Financial Institution is authorized to withhold distributing payment until confirmation from the Contracting Officer is received that funding is available to cover the required payments.

6. The Financial Institution shall post collateral in accordance with 31 CFR Part 202 with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this Agreement, less the Treasury-approved deposit insurance.

7. This Agreement, with all its provisions and covenants, shall be in effect for a term of three (3) years, beginning on the first (1st) day of January, 2015 and ending on the thirty-first (31st) day of December, 2017. Contained within this Agreement are two (2) additional one (1) year options to extend the Agreement. Contractor may exercise the first option by giving the Financial Institution written notice no later than November 30, 2017. If Contractor exercises that option, it may then exercise the second option by giving the Financial Institution written notice no later than November 30, 2018.

8. DOE, the Contractor, or the Financial Institution may terminate this Agreement at any time within the Agreement period upon submitting written notification to the other parties 90 days prior to the desired termination date. The specific provisions for operating the account during this 90-day period are contained in Covenant 11.

9. DOE or the Contractor may terminate this Agreement at any time upon 30 days' written notice to the Financial Institution if DOE or the Contractor, or both parties, find that the Financial Institution has failed to substantially perform its obligations under this Agreement or that the Financial Institution is performing its obligations in a manner that precludes administering the program in an effective and efficient manner or that precludes the effective utilization of the Government's cash resources.

10. Notwithstanding the provisions of Covenants 8 and 9, in the event that the Contract referenced in Recital (a) between DOE and the Contractor is not renewed or is terminated, this Agreement between DOE, the Contractor, and the Financial Institution shall be terminated automatically upon the delivery of written notice to the Financial Institution. Thereafter, a subsequent agreement, based upon this Agreement, may be entered into between DOE, the new "replacement" contractor, and the Financial Institution to continue to the original term of this Agreement if all of the parties to this Agreement, including the "terminating" contractor, agree.

11. In the event of termination, the Financial Institution agrees to retain the Contractor's Special demand deposit account for an additional 90-day period to clear outstanding payment items. This Agreement shall continue in effect for the 90-day additional period, with exception of the following:

1. Term Agreement (Covenant 7)
2. Termination of Agreement (Covenants 8 and 9)

All terms and conditions of the aforesaid bid submitted by the Financial Institution that are not inconsistent with this 90-day additional term shall remain in effect for this period.

The Financial Institution has submitted the forms entitled "Technical Representations and Certifications" and "Schedule of Financial Institution Processing Charges." These forms have been accepted by the Contractor and the Government and are attached to and incorporated herein together with the document entitled "Financial Institution's Information on Payments Cleared Financing Arrangement" as an integral part of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement, which consists of ten pages, including attachments and the signature pages, to be executed as of the day and year first above written.

1-30-2015
Date Signed

By: Jill Y. Albaugh
(Typed Name of Contracting Officer)

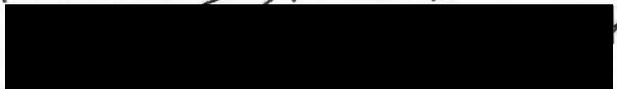

(Signature of Contracting Officer)

Consolidated Nuclear Security, LLC
(Name of Contractor)

SunTrust Bank
(Name of Financial Institution)

By: Maureen M. Mendez
(Name of Contractor's Representative)


(Name of Financial Institution's Representative)


(Signature of Contractor's Representative)


(Signature of Financial Institution's Representative)

Chief Financial Officer
(Title)

First Vice President
(Title)

301 Bear Creek Road, Oak Ridge, TN 37830
(Address)

9950 Kingston Pike, Knoxville, TN 37902
(Address)

12/30/14
(Date Signed)

1-19-15
(Date Signed)

NOTE

The contractor, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same office shall not execute both the Agreement and the Certificate.

CERTIFICATE

 certify that I am the CFO of Consolidated Nuclear Security, LLC, which is named as the Contractor herein; that, Mauricio Hernandez who signed this Agreement on behalf of the Contractor, was then CFO of said Contractor and that said Agreement was duly signed for and in behalf of said Contractor by authority of its governing body and is within the scope of its corporate powers.

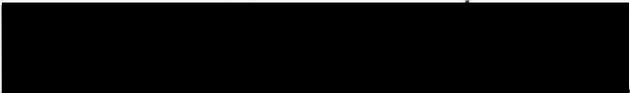

(Corporate Seal) (Signature)

NOTE

Financial Institution, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, Eugene S. Hene certify that I am the Senior Financial Officer of SunTrust Bank, the corporation named as Financial Institution herein; that Eric M. Anderson who signed this Agreement on behalf of the Financial Institution, was then 1st Vice President of said corporation; and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.


(Corporate Seal) (Signature)

ATTACHMENT 1

TECHNICAL REPRESENTATIONS AND CERTIFICATIONS

The financial institution makes the following technical representations and certifications as part of its proposal to Consolidated Nuclear Security, LLC to service under a payments cleared financing arrangement.

(Check parentheses and complete blanks, as appropriate. All information is necessary.)

1. Financial Institution Fiscal Information

- a. The financial institution is a () national chartered financial institution
(X) State chartered financial institution organized and existing in the State of GA.
- b. The financial institution (X) maintains () does not maintain an account with a Federal Reserve Bank.
- c. The current () Federal () State time deposit reserve requirement for the financial institution is ___ %.

A depository institution's reserve requirements vary by the dollar amount of net transaction accounts held at that institution. Effective December 29, 2011, institutions with net transactions accounts:

- **Of less than \$12.4 million have no minimum reserve requirement;**
- **Between \$12.4 million and \$79.5 million must have a liquidity ratio of 3%;**
- **Exceeding \$79.5 million must have a liquidity ratio of 10%.¹²¹**

d. The financial institution insures each time account for \$250,000 under federally approved deposit insurance (X) Yes () No. Deposits are insured by a Government deposit insurance organization approved by the Department of the Treasury (a list of approved insurance organizations is attached to this form). If no, explain:

e. The financial institution has direct online access to the Federal Reserve Communications System (FRCS). (X) Yes () No. If no, explain:

f. To receive same-day credit from the Federal Reserve, the financial institution can ascertain the amount of payments cleared net of the amount of any deposits and submit a payment request through the FRCS by 4 p.m. eastern time.

SunTrust Bank will ascertain the total as done today. However, the Bank looks forward to working with the client to put in place the most mutually beneficial method of determining the daily settlement totals in the future.

2. Minority Business Enterprises

Does the financial institution operate as a minority- or woman-owned business enterprise with at least 50-percent ownership by minority group or women members? () Yes (X) No. (For present purposes, minority group members are African Americans, Hispanic Americans, Asian Americans, American Indians, Caucasian Women, Eskimos, and Aleuts.)

3. Technical

- a. Does the financial institution currently service and reconcile an account with a payment volume equal to or exceeding the anticipated volume required by the contractor as stated in the "Schedule of Financial Institution Processing Charges"?

Service: (X) Yes () No

Reconciliation: (X) Yes () No

- b. What is the highest number of payments serviced and reconciled for a single account? Over 1 Million

Service: CPR & ARP

Reconciliation: Yes

10-8-14
Date Signed

By: Eric Anderson
(Typed name of Contracting Officer)


(Signature of Contracting Officer)

ATTACHMENT 2

SCHEDULE OF FINANCIAL INSTITUTION PROCESSING CHARGES

Name of Financial Institution: SunTrust Bank

Proposal Prepared by: Barbara Mahaffey

Date: October 2014 Effective Jan 2015 - Jan 2020

Service	Estimated Monthly Volume (1st 9 Months)	Proposed Monthly Price	Estimated Monthly Total	Estimated Monthly Volume beginning October 1, 2015	Proposed Monthly Price	Estimated Monthly Total
Account Maintenance - Monthly	4	\$17.00	\$68.00	5	\$17.00	\$85.00
Insufficient Funds Items	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Electronic Credits Posted (ACH Returns) ACH RETURNS BELOW	3	\$0.11	\$0.33	3	\$0.11	\$0.33
Items Paid Not Enclosed	0	\$0.17	\$0.00	0	\$0.17	\$0.00
Items Paid Enclosed	0	\$0.20	\$0.00	0	\$0.20	\$0.00
Unavailable Funds Items	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Electronic Debits Posted	70	\$0.11	\$7.70	70	\$0.11	\$7.70
Other Miscellaneous Debits	0	\$0.11	\$0.00	0	\$0.11	\$0.00
Overdraft Items Paid	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Credit Reference-Manual	0	\$15.00	\$0.00	0	\$15.00	\$0.00
Items Deposited	0	\$0.11	\$0.00	49	\$0.11	\$0.00
Check Cashing Fee	0	\$0.00	\$0.00	0	\$0.00	\$0.00
SUBTOTAL			\$78.03			\$93.03
ZBA Master Account	1	\$25.00	\$25.00	1	\$25.00	\$25.00
ZBA Sub Account	3	\$10.00	\$30.00	3	\$10.00	\$30.00
SUBTOTAL			\$55.00			\$55.00
Controlled Payment-Mth Maint	2	\$100.00	\$200.00	2	\$100.00	\$200.00
Control Payment-Checks Paid	1008	\$0.11	\$110.88	1818	\$0.11	\$199.98
Controlled Payment-Mismatches	0	\$1.00	\$0.00	0	\$1.00	\$0.00
Controlled Pymt Issues - Bank Created	0	\$15.00	\$0.00	0	\$15.00	\$0.00
Controlled Pymt Trans to Bank (per Trans)	19	\$8.00	\$152.00	19	\$8.00	\$152.00
Controlled Pymt Trans to Bank (per Record)	1008	\$0.01	\$10.08	1818	\$0.10	\$18.18
Returned Item	0	\$10.00	\$0.00	0	\$10.00	\$0.00
SUBTOTAL			\$473.08			\$576.16
Partial Recon- Base Fee	2	\$60.00	\$120.00	2	\$60.00	\$120.00
Account Recon D/T to Client (Per Trans)	3	\$8.00	\$24.00	3	\$8.00	\$24.00
Account Recon D/T to Client (Per Record)	1003	\$0.01	\$10.03	1812	\$0.01	\$18.12
SUBTOTAL			\$154.03			\$162.12
Images Per Item	1009	\$0.04	\$40.36	1818	\$0.04	\$72.72
Other storage media	0	\$0.00	\$0.00	0	\$0.00	\$0.00
OD ROM PREMIUM CD	1	\$30.00	\$30.00	1	\$30.00	\$30.00
SUBTOTAL			\$70.36			\$102.72
Check Print Maint- Same Day	1	\$100.00	\$100.00	1	\$100.00	\$100.00
Check Print - per Item	0	\$0.00	\$0.00	0	\$0.00	\$0.00
EPP Ck Print Express Mail	0	\$0.00	\$0.00	0	\$0.00	\$0.00
EPP Data Trans to STI Per File	11	\$5.00	\$55.00	11	\$5.00	\$55.00
EPP Data Trans to STI-Records	48805	0.003	\$140.42	48805	0.003	\$140.42
SUBTOTAL			\$295.42			\$295.42
ACH Monthly Maintenance	2	\$8.00	\$16.00	2	\$8.00	\$16.00
ACH Calendar Monitoring Fee	1	\$20.00	\$20.00	1	\$20.00	\$20.00
ACH File Transmissions, Self	38	\$8.00	\$351.00	45	\$9.00	\$405.00
ACH File Transmissions, Vendor File	12	\$9.00	\$108.00	12	\$9.00	\$108.00
Consumer PPD Debits Originated	1	\$0.04	\$0.04	1	\$0.04	\$0.04
Consumer PPD Credits Originated	17297	\$0.04	\$691.88	30815	\$0.04	\$1,232.60
ACH Addenda Orig	3708	\$0.02	\$74.16	3708	\$0.02	\$74.16
Corp Credits Orig CCD,CCD+CTX	785	\$0.04	\$30.60	785	\$0.04	\$30.60
ACH Reversals - Item	1	\$3.00	\$3.00	1	\$3.00	\$3.00
International Credits Orig (IAT)	1	\$0.04	\$0.04	1	\$0.04	\$0.04
International Debit Originated (IAT)	0	\$0.04	\$0.00	0	\$0.04	\$0.00
ACH Return Item	2	\$3.00	\$6.00	2	\$3.00	\$6.00
ACH Deletions Batch or File	0	\$10.00	\$0.00	0	\$10.00	\$0.00
ACH Deletions - Item	0	\$10.00	\$0.00	0	\$10.00	\$0.00
ACH Exception Processing	0	\$0.00	\$0.00	0	\$0.00	\$0.00
ACH NOC Item	4	\$0.00	\$0.00	4	\$0.00	\$0.00
SUBTOTAL			\$1,300.74			\$1,887.46
Fraud Cntrl Monthly Maintenance	2	\$17.50	\$35.00	2	\$17.50	\$35.00
SUBTOTAL			\$35.00			\$35.00
EDI Monthly Maintenance- Origination	3	\$105.00	\$315.00	3	\$105.00	\$315.00
EDI Origination Per 1000 Characters	443	\$0.50	\$221.50	443	\$0.50	\$221.50
EDI Auto D/T to Bank/Transactions	27	\$6.00	\$162.00	27	\$6.00	\$162.00
EDI Auto D/T to Bank/Records	7571	\$0.01	\$75.71	7571	\$0.01	\$75.71

ATTACHMENT 2

SCHEDULE OF FINANCIAL INSTITUTION PROCESSING CHARGES

EDI Translated Rpt-per Item (ACH Debits)	33	\$1.00	\$33.00	33	\$1.00	\$33.00
EDI Translated Rpt-Faxed Pages	33	\$1.00	\$33.00	33	\$1.00	\$33.00
SUBTOTAL			\$66.00			\$66.00
Wire Trsf Monthly Maint/Acct	1	\$5.00	\$5.00	1	\$5.00	\$5.00
W/T Out Rep/Seml (Oper Assist)	21	\$8.00	\$168.00	21	\$8.00	\$168.00
Draw Down Request	21	\$5.00	\$105.00	21	\$5.00	\$105.00
W/T Branch/Dept Initiated	0	\$8.00	\$0.00	0	\$8.00	\$0.00
W/T Out Repetitive	31	\$8.00	\$248.00	31	\$8.00	\$248.00
Internal Wire Transfer Credit	0	\$2.50	\$0.00	0	\$2.50	\$0.00
W/T Out Non-Repetitive	0	\$8.00	\$0.00	0	\$8.00	\$0.00
W/T Internal Repetitive	0	\$8.00	\$0.00	0	\$8.00	\$0.00
W/T Tracer/Reverse	0	\$20.00	\$0.00	0	\$20.00	\$0.00
W/T Incoming	21	\$5.00	\$105.00	21	\$5.00	\$105.00
SUBTOTAL			\$651.00			\$651.00
INFO RPTG Maintenance Fee	1	\$60.00	\$60.00	1	\$60.00	\$60.00
PRIOR DAY Service/Per Month	1	\$5.00	\$5.00	1	\$5.00	\$5.00
PRIOR DAY Acct Maint/Per Acct	4	\$5.00	\$20.00	4	\$5.00	\$20.00
PRIOR DAY Detail/ Per Item	1299	\$0.03	\$38.97	1299	\$0.03	\$38.97
SAME DAY Service / Per Month	1	\$5.00	\$5.00	1	\$5.00	\$5.00
SAME DAY Acct Maint/Per Acct	4	\$5.00	\$20.00	4	\$5.00	\$20.00
SAME DAY Detail/Per Item	147	\$0.03	\$4.41	147	\$0.03	\$4.41
Special Report Service/ Per Month	1	\$0.00	\$0.00	1	\$0.00	\$0.00
ACH Transmission Report/Per Day	12	\$1.00	\$12.00	12	\$1.00	\$12.00
Controlled Payments - Report(s)/Per Day	21	\$1.00	\$21.00	21	\$1.00	\$21.00
Stop Service / Per Month	1	\$0.00	\$0.00	1	\$0.00	\$0.00
Stop Payment/ Per Stop	0	\$8.00	\$0.00	2	\$8.00	\$0.00
ACH Service / Per Month	1	\$20.00	\$20.00	1	\$20.00	\$20.00
ACCT Transfer Service/Per Month	1	\$0.00	\$0.00	1	\$0.00	\$0.00
Acct Transfer / Per Transfer	2	\$0.00	\$0.00	2	\$0.00	\$0.00
Online Image Maintenance	1	\$0.00	\$0.00	1	\$0.00	\$0.00
Wire Service / Per Month	1	\$15.00	\$15.00	1	\$15.00	\$15.00
Image Acct Maint/Per Mo	4	\$0.00	\$0.00	4	\$0.00	\$0.00
Image Item Retrieval/Per Image	7	\$0.75	\$5.25	7	\$0.75	\$5.25
SUBTOTAL			\$226.83			\$226.83
Int Wire out Non-Repetitive USD	4	\$5.00	\$20.00	4	\$5.00	\$20.00
SUBTOTAL			\$20.00			\$20.00
TOTAL ESTIMATED MONTHLY CHARGES			\$4,178.30			\$4,919.78

NOTES:

1. Please include any additional services and/or fees necessary to cover all services required by the Statement of Work. Prices for services not listed above which the institution believes are pertinent should be listed on a separate sheet along with the estimated quantities and total price for the service.
2. The quantities set forth in this document are estimates only. Estimated quantities will be deleted in any resulting agreement. There will be no adjusting of unit prices due to variations from bid quantities.

SCHEDULE OF FINANCIAL INSTITUTION PROCESSING CHARGES

Name of Financial Institution: SunTrust Bank

Proposal Prepared by: Barbara Mahaffey

Date: October 2014 Effective Jan 2015 - Jan 2020

Service	Estimated Monthly Volume (1st 9 Months)	Proposed Monthly Price	Estimated Monthly Total	Estimated Monthly Volume beginning October 1, 2015	Proposed Monthly Price	Estimated Monthly Total
Deposits Credited	0	\$0.80	\$0.00	\$0.80	\$0.80	\$0.00
Deposit Correction	0	\$5.00	\$0.00	\$5.00	\$5.00	\$0.00
Corp DEBITS Orig CCD, CCD+ & CTX	0	\$0.04	\$0.00	\$0.04	\$0.04	\$0.00
W/T Out Non-Rep (Oper Assist)	0	\$8.00	\$0.00	\$8.00	\$8.00	\$0.00
W/T Internal Non-Rep OTM Wire	0	\$8.00	\$0.00	\$8.00	\$8.00	\$0.00
Int'l W/T Traces/Reversal/Amend	0	\$25.00	\$0.00	\$25.00	\$25.00	\$0.00
Branch Cash OTC Deposit/\$1,000	0	\$2.00	\$0.00	\$2.00	\$2.00	\$0.00