

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0306	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NNSA/Contracts & Procurement Div. U.S. Department of Energy Contracts and Procurement Division P.O. Box 5400 Albuquerque NM 87185-5400	CODE 05001	7. ADMINISTERED BY (If other than Item 6) NNSA/Los Alamos Site Office U.S. Department of Energy Los Alamos Site Office 3747 West Jemez Road Los Alamos NM 87544	CODE 05003
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LOS ALAMOS NATIONAL SECURITY, LLC Attn: STEVE SHOOK P.O. BOX 1663, MS M722 LOS ALAMOS NM 875450001		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC52-06NA25396	
		10B. DATED (SEE ITEM 13) 12/21/2005	
CODE 175252894	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) P.L. 95-91 and Other Applicable Laws

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.)

The purpose of this modification is to update Appendix C.

See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Paul D. Henry Deputy Laboratory Director (Acting)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert M. Poole
15B. CONTRACTOR/OFFEROR 	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED 2/24/15	16C. DATE SIGNED 2/26/2015

The purpose of this modification is to revise and update the following:

- A. Refer to Part III, List of Documents, Exhibits, and Other Attachments, Section J, List of Attachments. The following Appendix is updated and replaced with the new Appendix C, Attachment 1, attached to this modification:

Prime Contract Section J, **Appendix C** – Special Financial Institution Agreement for Use with the Checks-Paid Method of Letter-Of-Credit Financing

Mod WO-ROC (Rev. 6, 12/21/13)

Modification Without Release of Claims

**Contract Number DE-AC52-06NA25396
(87120-001-03)
Modification Number 4**

SUBCONTRACTOR: Wells Fargo Bank	CONTRACTOR: Los Alamos National Security, LLC
Address: MAC A0100-152 333 Market St. San Francisco, CA 94105	Address: P.O. Box 1683, MS D442 Los Alamos, NM 87544
Contact: Thomas H. Nugent Relationship Manager Government and Institutional Banking	Subcontract Administrator: Lyda Gigax
Telephone: 415-371-2582	Telephone: 505-685-7754
Facsimile: 888-359-8258	Facsimile: 505-687-9939
E-mail: thomas.h.nugent@wellsfargo.com	E-mail: lgigax@lanl.gov

SUBCONTRACTOR is is not required to sign this modification.

The subcontract between CONTRACTOR and SUBCONTRACTOR is modified as described herein. Except as modified, all other terms and conditions remain unchanged and in full force and effect. This modification is effective on the date of signature by the last party to sign.

MODIFICATION

- Continued on Page 2 of 2 -

The undersigned personally assert that they are authorized to execute this modification on behalf of the parties.

For Financial Institution (SUBCONTRACTOR):

By: 
Name: Thomas H. Nugent
Title: Vice President
Date: Dec 18, 2014

For CONTRACTOR:

By: 
Name: Charles F. McMillen
Title: Laboratory Director
Date: 1/5/15

For THE UNITED STATES OF AMERICA
BY U. S. DEPARTMENT OF ENERGY

By: 
Name: ROBERT M. POOLE
Title: CONTRACTING OFFICER
Date: 2/13/2015

**Robert M. Poole
Contracting Officer
DOE/NNSA Los Alamos Site Office**

Mod W/O-ROC (Rev. 5, 12/21/10)

Modification Without Release of Claims

MODIFICATION

This modification is issued to modify COVENANT (7) and Fee Schedule as follows:

Modify COVENANT (7):

Delete: (7) This Agreement, with all its provisions and covenants, shall be extended through the 30th day of September, 2016 unless earlier terminated as provided in this Agreement.

Replace: (7) This Agreement, with all its provisions and covenants, shall be extended through the 30th day of September, 2021 unless earlier terminated as provided in this Agreement.

Modify Fee Schedule:

Delete: Attachment I Fee Schedule titled "Wells Fargo Treasury Management Proposal", LANL - 12% Cost reduction, Pricing as of September 2011.

Replace: Attachment I Fee Schedule [10/01/2014 -- 9/30/2021], a copy of which is attached. SUBCONTRACTOR hereby agrees to Attachment I Fee Schedule which shall be retroactive to 10/01/2014.

- End of Modification Number 4 -

Encl. Attachment I Fee Schedule [10/01/2014 -- 9/30/2021]

Cy: Thomas H. Nugent, Government and Institutional Banking, Wells Fargo Bank,
Email: nugentth@wellsfargo.com

Contracting Officer, U. S. Department of Energy, The United States of America

Charlie McMillan, DIR, Los Alamos National Security, LLC, Mail Stop: A100

Rochelle L. Folmer, CFO-TPT, Los Alamos National Security, LLC, Email: rfolmer@lanl.gov

ASM-SUB Subcontract File (87120-001-03), Los Alamos National Security, LLC,
Email: lgigax@lanl.gov

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

Los Alamos National Security, LLC.
Contract Number DE-AC52-06NA25396
Department of Energy Account

This Special Financial Institution Account Agreement (hereinafter referred to as "Agreement") entered into this 31st day of March, 2006, between the UNITED STATES OF AMERICA, represented by the Department of Energy (hereinafter referred to as "DOE") and Los Alamos National Security, LLC, a legal entity existing under the laws of the State of Delaware (hereinafter referred to as the "Contractor") and Wells Fargo Bank, N.A., a national banking association, located at 550 California Street 10th Floor/A0112-102 San Francisco, CA 94104 (hereinafter referred to as the "Financial Institution") and being a member in good standing of the Federal Reserve Bank for general banking services to be performed for the Los Alamos National Laboratory (LANL).

RECITALS

- a) On the effective date of December 21, 2005, DOE and the Contractor entered into Agreement(s) No. DE-AC52-06NA25396, or a Supplemental Agreement(s) thereto, providing for a payment cleared financing arrangement.
- b) DOE requires that funds transferred to the Contractor thereunder be deposited in a Special Demand Deposit Account (hereinafter referred to as the "Account") at a financial institution covered by Department of the Treasury-approved Government deposit insurance organizations that are identified in Volume I TFM 6-9000.
- c) The Account shall be designated "Los Alamos National Security, LLC, Los Alamos National Laboratory, Contract Number DE-AC52-06NA25396, DOE Special Bank Account."

COVENANTS

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

- (1) DOE shall have a title to the credit balance in the 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 the Account.
- (2) The Financial Institution shall be bound by the provisions of said Agreement(s) between DOE and the Contractor relating to the transfer of funds into and the withdrawal of funds from the 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 the Account. After receipt by the Financial Institution of written 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.
- (3) DOE, or its authorized representatives, shall have access to financial records maintained by the Financial Institution with respect to such 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 six (6) years after the final payment under the Agreement.

Los Alamos National Security, LLC
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- (4) In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the Account, the Financial Institution shall promptly notify both the DOE and the Contractor as follows:

Notices to the DOE shall be provided to:

U.S. Department of Energy/NNSA
Financial Services Department
Albuquerque Division Services Branch
P.O. Box 5400
Albuquerque, NM 87185

U.S. Department of Energy/NNSA
Los Alamos Area Office
528 35th Street
Los Alamos, NM 87544

Notices to the Contractor shall be provided to:

Los Alamos National Security, LLC
Chief Financial Officer, Mail Stop P119
P.O. Box 1663
Los Alamos, NM 87545

Los Alamos National Security, LLC
Procurement, Mail Stop P222
Attn: Banking Agreement
P.O. Box 1663
Los Alamos, NM 87545

Notices to the Financial Institution shall be provided to:

Wells Fargo Bank, N.A.
Government, Education and Labor Division
550 California Street
10th Floor/A0112-102
San Francisco, CA 94104

- (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 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 account collected balance for each calendar month in a net positive position and as close to zero as administratively possible without being negative.

The Financial Institution agrees to service the Account in this manner based on the requirements and specifications contained in the Contractor's Request for Proposal No. 55408-RFP-02, dated May 27, 2003, as amended, which is attached to and incorporated into this Agreement as Attachment A. The Financial Institution agrees that per-item costs, detailed in the form "Schedule of Services and Charges" contained in the Financial Institution's aforesaid proposal will remain constant during the term of this Agreement.

- (6) The Financial Institution shall post collateral, acceptable under United States Department of the Treasury Circular 176, with the Federal Reserve Bank in an amount sufficient to collateralize the highest balance in the Account included in this Agreement, less the Department of the Treasury-approved deposit insurance.
- (7) This Agreement, with all its provisions and covenants, shall be in effect beginning on the 1st day of June, 2006, and ending on the 30th day of September, 2006 unless earlier terminated as provided in this Agreement.

The Contractor has the option to extend the term of the Agreement for up to two (2) years. This would have the agreement valid through September 30, 2008. Written notification of the option to extend will be provided by the Contractor not less than ninety (90) days prior to the expiration of the Agreement.

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- (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 one hundred eighty (180) days prior to the desired termination date. The specific provisions for operating the Account during this one hundred eighty (180) day period are contained in Covenant 11.
- (9) DOE or the Contractor may terminate this Agreement at any time upon thirty (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 DOE's cash resources.
- (10) Notwithstanding the provisions of Covenants 8 and 9, in the event that the Agreement 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 by the Contractor.
- (11) The Financial Institution agrees that it will at the Contractor's unilateral discretion retain the Contractor's Account in full force and effect for an additional ninety (90) day period after the expiration or termination date of this Agreement to allow the Contractor to transition services in the event of a successor. During this ninety (90) day period, DOE shall continue funding the Account in accordance with this Agreement.

Upon expiration, termination or at the conclusion of the Agreement, it is further understood that the Financial Institution shall allow for clearance of outstanding payment items:

- (a) The DOE shall place on deposit in the Account sufficient funds to cover all outstanding payment items presented for payment.
- (b) The Financial Institution shall maintain collateral in accordance with U.S. Department of Treasury circular 176 the highest balance in the Account, less Federal Deposit Insurance Corporation coverage on the Account.
- (c) All service charges shall be consistent with the amounts reflected in this Agreement.
- (d) At the conclusion of six (6) months, a complete reconciliation will be performed by the DOE, after which time an account adjustment will be made.

The Financial Institution has submitted the forms entitled "Technical Representations and Certifications," and "Schedule of Services and Charges" which are hereby incorporated by this reference as Attachment B and C respectively. In addition the "Special Financial Institution Account Agreement Statement of Work" are hereby incorporated herein as an integral part of this Agreement as Attachment D.

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IN WITNESS WHEREOF the parties hereto have caused this Agreement, which consists of seven (7) pages, to be executed as of the day and year first above written.

THE UNITED STATES OF AMERICA
BY U.S. DEPARTMENT OF ENERGY

[Redacted Signature]

Anthony L. Lovato, Contracting Officer
DOE/NNSA, Los Alamos Site Office

(U.S. Department of Energy)

4/28/06

(Date Signed)

Los Alamos National Security, LLC

[Redacted Signature]

(Signature of Contractor's Representative)

Director

(Title)

6/3/06

(Date Signed)

Wells Fargo Bank, N.A.

(Name of Financial Institution)

Barbara Heebner

(Name of Financial Institution Representative)

[Redacted Signature]

(Signature of Financial Institution Representative)

Vice President, Relationship Manager

(Title)

550 California St. (10), San Francisco, CA 94104

(Address)

5/23/06

(Date Signed)

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CERTIFICATE

I, William A. Eklund, certify that I am the Secretary of the corporation named as Contractor herein; that Michael Anastasio, who signed this Agreement on behalf of the Contractor, was then President of said corporation; and that said Agreement was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

 May 12, 2006
(Corporate Seal) (Signature)

CERTIFICATE

I, Lisa L. Mercer, certify that I am the an Assistant Secretary of the Corporation named as the Financial Institution herein; that Barbara Heebner, who signed this Agreement on behalf of the Financial Institution, was then vice President of said Bank; and that said Agreement was duly signed for and on behalf of said Bank by authority of its by laws and is within the scope of its corporate powers.

 05/24/06
(Corporate Seal) (Signature)

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CONTRACT FLOWDOWN CLAUSES

A.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.212-4	DEC 2001	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDER - COMMERCIAL ITEMS (Apr 2001) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause of to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) The Contractor is not required to include any FAR clause, other than those listed below (and as maybe required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

- (1) 52.222-26, Equal Opportunity (E.O. 112546);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, the Service contract Act As Amended (41 U.S.C. 351, et seq.) Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (DoD class deviation number 2000-O0006.

(End of Clause)

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**A.2 LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT
APPROPRIATIONS ACT, 2001(NOV 2000))**

The contractor agrees that none of the funds obligated on this contract shall be expended directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.