

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NNSA M&O Contracting Branch NA-PAS-211 Albuquerque Complex P.O. Box 5400 Albuquerque NM 87185-5400		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PANTEXAS DETERRENCE, LLC Attn: Michael Southall 800 Main Street Lynchburg VA 245041566		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. 89233224CNA000004	
				10B. DATED (SEE ITEM 13) 06/13/2024	
CODE SPG7J8395CJ5		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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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 data, 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) Mutual agreement of the Parties

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

UEI: SPG7J8395CJ5

Purpose of this modification is to update Section J Appendices. See continuation sheet for details.

Payment:

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) Kelly Beierschmitt, President & General Manager of PanTeXas Deterrence		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Raymond E. Cruz Jr	
15B. SIGNATURE OF SIGNER	15C. DATE SIGNED 12/12/24	15D. SIGNATURE OF CONTRACTING OFFICER	16C. DATE SIGNED 12/12/2024

Previous edition unusable

The purpose of this modification is to update Part III - List of Documents, Exhibits, and other Attachments Section J: List of Appendices

As a result of this modification the following is changed:

1. Section J: List of Appendices additions and changes are as follows:

- a. Appendix B – List of Applicable Directives
- b. Appendix C – Performance Evaluation Measurement Plan
- c. Appendix H – Special Financial Agreement
- d. Appendix P – Parent Organization Plan
- e. Appendix Q – Interface Management Plan
- f. Appendix R – Work Breakdown Structure – The attachment has a typo of “P” instead of “R” - It is being corrected to reflect Appendix R.

All other Terms and Conditions remain unchanged as a result of this modification.

SECTION J**APPENDIX B****LIST OF APPLICABLE DIRECTIVES****November 2024**

In addition to the list of applicable directives referenced below, the contractor shall also comply with supplementary directives (e.g., manuals), which are invoked by a Contractor Requirements Document (CRD) attached to a directive referenced below.

Reference Document	Title	Mod	Effective Date (Contracting Officer Direction Date) and Relevant Notes
AL 56XB	Development and Production Manual		
ASME NQA-1 2008, 1a2009 Addenda, 1b 2011	Quality Assurance Requirements for Nuclear Facility Application		
CJCSI 3260.01F	Joint Policy Governing Positive Control Material and Coded Control Devices		
DOE-DTRA TP 50-2	Procedures for the Use and Control of Logistics Material for Permissive Action Link (PAL) Equipped Weapons (U)		
DoD TB 700-2	DoD Ammunition and Explosives Hazard Classification Procedures		
DOE O 140.1A	Interface with the Defense Nuclear Facilities Safety Board (DNFSB)		
DOE O 142.2A Chg 1 (AdminChg)	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE M 142.2-1 Chg 1 (AdminChg)	Manual for Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency		
DOE O 142.3B Chg 1 (LtdChg)	Unclassified Foreign National Access Program		
DOE O 150.1B	Continuity Programs		Contingent upon approved Implementation Plan
DOE O 151.1D Chg 1 (MinChg)	Comprehensive Emergency Management System		
DOE O 153.1A	Departmental Nuclear Emergency Support Team Capabilities		
DOE O 200.1A Chg 2 (LtdChg)	Information Technology Management		Contingent upon approved Implementation Plan
DOE O 205.1C Chg 1 (LtdChg)	Department of Energy Cybersecurity Program		
DOE O 206.1 Chg1 (MinChg)	Department of Energy Privacy Program		Supplemental Guidance on Response and Notification Procedures for Data Breaches Involving Personally Identifiable Information dated 10/16/17
DOE O 206.2 Chg 1 (LtdChg)	Identity, Credential, and Access Management (ICAM)		
DOE O 210.2A	DOE Corporate Operating Experience Program		

DOE O 221.1B	Reporting Fraud, Waste and Abuse to the Office of Inspector General		
DOE O 221.2A	Cooperation with the Office of Inspector General		
DOE O 225.1B	Accident Investigations		
DOE O 226.1B Chg 1 (AdminChg)	Implementation of Department of Energy Oversight Policy		
DOE O 227.1A Chg 1 (AdminChg)	Independent Oversight Program		
DOE O 231.1B Chg 1 (AdminChg)	Environment, Safety and Health Reporting		
DOE O 232.2A Chg 1 (MinChg)	Occurrence Reporting and Processing of Operations Information		
DOE O 241.1B Chg 1 (AdminChg)	Scientific and Technical Information Management		
DOE O 243.1C	Records Management Program		
DOE O 252.1A Chg 2 (Admin Chg)	Technical Standards Program	*0004	
DOE O 341.1A	Federal Employee Health Services		
DOE O 410.2 Chg 1 (AdminChg)	Management of Nuclear Materials		
DOE O 411.2	Scientific Integrity		
DOE O 412.1A Chg1 (AdminChg)	Work Authorization System		
DOE O 413.3B Chg 7 (LtdChg)	Program and Project Management for the Acquisition of Capital Assets		
DOE O 414.1D Chg 2 (LtdChg)	Quality Assurance		
DOE O 415.1 Chg 2 (MinChg)	Information Technology Project Management		
DOE O 420.1C Chg 3 (LtdChg)	Facility Safety		
DOE G 420.1-1A	Nonreactor Nuclear Safety Design Guide for use with DOE O 420.1C, Facility Safety		
DOE O 420.2D	Safety of Accelerators		
DOE O 422.1 Chg 4 (LtdChg)	Conduct of Operations		
DOE O 425.1D Chg 2 (MinChg)	Verification of Readiness to Start Up or Restart Nuclear Facilities		
DOE O 426.2A Chg 1 (Admin Chg)	Personnel Selection, Training, Qualification and Certification Requirements for DOE Nuclear Facilities	*0004	Contingent upon approved Implementation Plan for DOE O 426.2A
DOE O 433.1B Chg 1 (Admin Chg)	Maintenance Management Program for DOE Nuclear Facilities		
DOE O 435.1 Chg 2 (AdminChg)	Radioactive Waste Management		
DOE M 435.1-1 Chg 3 (LtdChg)	Radioactive Waste Management Manual		
DOE N 435.1	Contact-Handled and Remote-Handled Transuranic Waste Packaging		
DOE O 436.1A	Departmental Sustainability		Contingent upon approved Implementation Plan
DOE O 440.2C Chg 3 (LtdChg)	Aviation Management and Safety		
DOE M 441.1-1 Chg 1 (Admin Chg)	Nuclear Material Packaging		
DOE O 442.1B	Department of Energy Employee Concerns Program		
DOE O 442.2 Chg 1 (PgChg)	Differing Professional Opinions for Technical Issues Involving Environmental, Safety, and Health Technical Concerns		
DOE O 443.1C	Protection of Human Research Subjects		
DOE O 452.1F	Nuclear Explosive and Weapon Surety Program		
DOE O 452.2F	Nuclear Explosive Safety		
DOE O 452.3	Management of the Department of Energy Nuclear Weapons Complex		

DOE O 452.4C	Security and Use Control of Nuclear Explosives and Nuclear Weapons		
DOE O 452.7 Chg 1 (AdminChg)	Protection of Use Control Vulnerabilities and Designs		
DOE O 452.8	Control of Nuclear Weapon Data		
DOE O 457.1A	Nuclear Counterterrorism		
DOE O 458.1 Chg 4 (LtdChg)	Radiation Protection of the Public and the Environment		
DOE O 460.1D Chg 1 (LtdChg)	Hazardous Materials Packaging and Transportation Safety		
DOE O 460.2B	Departmental Materials Transportation Management		
DOE O 461.1C Chg 1 (MinChg)	Packaging and Transportation for Offsite Shipment of Materials of National Security Interest		
DOE O 461.2	Onsite Packaging and Transfer of Materials of National Security Interest		
DOE O 462.1 Chg 1 (AdminChg)	Import and Export of Category 1 and 2 Radioactive Sources and Aggregated Quantities		
DOE O 470.3C Chg 2 (LtdChg)	Design Basis Threat (DBT)		
DOE O 470.4B Chg 3 (LtdChg)	Safeguards and Security Program		
DOE O 470.5	Insider Threat Program		
DOE O 470.6 Chg 1 (MinChg)	Technical Security Program		
DOE O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information		
DOE O 471.5	Special Access Programs		
DOE O 471.6 Chg 4 (LtdChg)	Information Security		
DOE O 471.7	Controlled Unclassified Information		Contingent upon approved Implementation Plan
DOE O 472.2A Chg 1 (AdminChg)	Personnel Security	*0004	
DOE O 473.1A	Physical Protection Program		Contingent upon approved Implementation Plan
DOE O 473.2A	Protective Force Operations		
DOE O 474.2A Chg 1 (AdminChg)	Nuclear Material Control and Accountability		Contingent upon approved Implementation Plan
DOE O 475.1	Counterintelligence Program		
DOE O 475.2B	Identifying Classified Information		
DOE O 483.1B Chg 2 (LtdChg)	DOE Cooperative Research and Development Agreements		
DOE O 484.1 Chg 3 (LtdChg)	Reimbursable Work for the Department of Homeland Security		
DOE O 486.1A	Foreign Government Sponsored or Affiliated Activities		
DOE O 520.1B Chg 1 (LtdChg)	Financial Management and Chief Financial Officer Responsibilities		
DOE O 522.1A	Pricing of Departmental Materials and Services		
DOE O 544.1A	Priorities and Allocations Program		
DOE O 550.1 Chg 1 (LtdChg)	Official Travel		Subject to the understandings set forth in letter dated 2/18/20
DOE O 5639.8A	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities		

DOE-STD-1020-2016	DOE Standard – Natural Phenomena Hazard Analysis and Design Criteria for DOE Facilities		
DOE-STD-1027-2018 Chg Notice 1	DOE Standard – Hazard Categorization of DOE Nuclear Facilities		
DOE-STD-1066-2023	DOE Standard – Fire Protection		Contingent upon approved Implementation Plan
DOE-STD-1070-1994 (Reaffirmed July 2014)	DOE Standard – Criteria for Evaluation of Nuclear Facility Training Programs		
DOE-STD-1073-2016	DOE Standard – Configuration Management		
DOE-STD-1090-2020	DOE Standard – Hoisting and Rigging		
DOE-STD-1186-2004	DOE Standard – Specific Administrative Controls		Existing nuclear facilities that are subject to DOE-STD-3009-94 (Change Notice 3) may utilize DOE-STD-1186-2004 or DOE-STD-1186-2016 for revisions to or extension of applicability of existing SACs.
DOE-STD-1186-2016	DOE Standard – Specific Administrative Controls		Use DOE-STD-1186-2016 for the creation of new SACs on projects or upgrades initiated after 1/1/18. DOE-STD-1186-2016 must be utilized with all DSAs that invoke DOE-STD-3009-2014.
DOE-STD-1189-2016	DOE Standard – Integration of Safety into the Design Process		
DOE-STD-1195-2011	DOE Standard – Design of Safety Significant Safety Instrumented Systems Used at DOE Nonreactor Nuclear Facilities		
DOE-STD-1212-2019	DOE Standard – Explosives Safety		
DOE-STD-1225-2017	DOE Standard – DOE Canine Performance Testing Protocol Standard (OUO)		
DOE-STD-1269-2022	Air Cleaning Systems in DOE Nuclear Facilities	*0004	
DOE-STD-3007-2017	DOE Standard –Preparing Criticality Safety Evaluations at Department of Energy Nonreactor Nuclear Facilities		
DOE-STD-3009-94	DOE Standard – Preparation Guide for U.S. Department of Energy Nonreactor Nuclear Facility Documented Safety Analysis		Applies to existing facilities except where DOE-STD-3009-2014 applies.
DOE-STD-3009-2014	DOE Standard – Preparation of Nonreactor Nuclear Facility Documented Safety Analysis		Applies to new non-reactor nuclear facilities and major modifications to existing non-reactor nuclear facilities per DOE O 420.1C.
DOE-STD-3013-2018	Stabilization, Packaging and Storage of Plutonium-Bearing Materials		
DOE-NA-STD-3016-2023	DOE Limited Standard – Hazard Analysis Reports for Nuclear Explosive Operations		
DOE-STD-3020-2015	DOE Standard – Specification for HEPA Filters Used by DOE Contractors		
DOE-STD-3024-2011	DOE Standard – Content of System Design Descriptions		

DOE-STD-3025-2007	DOE Standard – Quality Assurance Inspection and Testing of HEPA Filters		
DOE Technical Manual DOE-SNL-TYPEBARG-REV3- CHNG0	Tiedown Procedures for Type-A, Type B, ARG, and Miscellaneous Containers Transported in Safeguards Transporter		
EP-401075 Issue E	Electrical Testers for Nuclear Explosives		
Executive Order 12333	U. S. Intelligence Activities		
Executive Order 13186	Responsibilities of Federal Agencies to Protect Migratory Birds		
Executive Order 13513	Federal Leadership on Reducing Text Messaging While Driving		
Executive Order 13556	Controlled Unclassified Information		
Joint DOE/DoD Technical Publication 45-51B	Transportation of Nuclear Weapons Material		(Reference Document Change)
NFPA Codes and Standards	NFPA Codes and Standards		
NHPA CRMP (April 2004)	Pantex Plant Cultural Resource Management Plan		
NNSA Policy Letter: NAP 121.1A	Enterprise-Wide Strategic Planning		
NNSA Policy Letter: NAP 220.1	Internal Affairs Program		
NNSA Policy Letter: NAP 401.1A Chg 3 (AdminChg)	Weapon Quality Policy		
NNSA Policy Letter: NAP 412.1	Financial Integration		
NNSA Policy Letter: NAP 413.1	Data Collection for Cost Estimating		
NNSA Policy Letter: NAP 435.1	Classified Matter High-Risk Personal Property Disposition at the Nevada National Security Site	*0004	
NNSA Policy Letter: NAP 470.1	Enhanced Compensatory Control Measures		
NNSA Policy Letter: NAP 476.1 Admin Chg 1	Atomic Energy Act Control of Import and Export Activities		
NNSA Policy Letter: NAP 520.1 Chg 1 (AdminChg)	Management and Operating Contractor Business Meals and Light Refreshments		
NNSA Policy Letter: NAP 530.1	Cost Allocation Optimization		
NNSA Policy Letter: NAP 540.2	NNSA M&O Off-Site Extended Duty Assignments		
NNSA ACD - 401.1A	Updating Weapon Quality Policy and Process Requirements Definition for Conditional Products and Their Use in Weapons and Weapon-Related Assemblies		
NNSA ACD - 401.2	Updated Weapon Quality Assurance Procurement Requirements in NNSA Policy (NAP) 401.1A, Weapon Quality Policy		
NPO Procedure – NPO-SD 3.4.3	Conducting Readiness Reviews of Hazardous Non-Nuclear Facilities and Activities		
NNSA Quality Plan 100-1 Amendment 4	Application of Quality Requirements to UK and US Procurement Contracts and Loan Authorizations for Research, Design & Development		
NNSA Supplemental Directive NNSA SD 200.1 Chg 1 (AdminChg)	Information Resources Management	*0004	Contingent upon approved Implementation Plan for DOE O 200.1A, Chg 2

NNSA Supplemental Directive NNSA SD 205.1	Baseline Cybersecurity Program		Applicable Binding Operational Directives (BOD) ED 19-01 (Effective 8/19/19) BOD 19-02 (Effective 8/19/19) BOD 18-02 (Effective 8/19/19) BOD 18-01 (Effective 8/19/19) BOD 17-01 (Effective 8/19/19) BOD 16-03 (Effective 8/19/19) BOD 16-02 (Effective 8/19/19)
NNSA Supplemental Directive NNSA SD 206.1A	Privacy Program	*0004	Contingent upon approved Implementation Plan
NNSA Supplemental Directive NNSA SD 206.2	Implementation of Personal Identity Verification for Uncleared Contractors		
NNSA Supplemental Directive NNSA SD 226.1C	NNSA Site Governance		
NNSA Supplemental Directive NNSA SD 251.1B	Directives Management		
NNSA Supplemental Directive NNSA SD 350.1A	Management and Operating Contractor Service Credit Recognition	*0004	Effective 11/14/24 Contingent upon approved Implementation Plan
NNSA Supplemental Directive – NNSA SD 413.3-7	Project Management for Non-Nuclear, Non- Complex Capital Asset Acquisition	*0004	Contingent upon approved Implementation Plan
NNSA Supplemental Directive NNSA SD 415.1A	Project Oversight for Information Technology (PO- IT)		Contingent upon approved Implementation Plan
NNSA Supplemental Directive NNSA SD 430.1	Real Property Asset Management		
NNSA Supplemental Directive NNSA SD 452.2B	Nuclear Explosive Safety Evaluation Processes		
NNSA Supplemental Directive NNSA SD 452.3-1A	Defense Programs Business Process System (DPBPS)		See the Pantex Requirements Management System (RMS) as needed
NNSA Supplemental Directive NNSA SD 452.3-2	Phase 6.X Process		
NNSA Supplemental Directive NNSA SD 452.4-1	Nuclear Enterprise Assurance (NEA)		Contingent upon approved Implementation Plan
NNSA Supplemental Directive NNSA SD 470.4-2 Chg 1 (AdminChg)	Enterprise Safeguards and Security Planning and Analysis Program		NNSA Supplemental Directive (SD) 470.4-2 Implementation Instructions (II) dated April 22, 2020
NNSA Supplemental Directive NNSA SD 470.6	Technical Security Program		Contingent upon approved Implementation Plan
NNSA Supplemental Directive NNSA SD 471.6	Operations Security Program		
NNSA Supplemental Directive NNSA SD 473.3	Enterprise Mission Essential Task List-based Protective Force Training Program		
ORR PCB FFCA	Oak Ridge Reservation Polychlorinated Biphenyl Federal Facilities Compliance Agreement		
PSLM	Primary Standards Lab Memorandum		

Technical Business Practices (TBP) and Infrastructure Business Practices (IBPs)	Technical Business Practices (TBP) and Infrastructure Business Practices (IBPs) For additional implementing information on TBPs visit the Defense Program Legacy (PRP Online) Home @ https://prp.sandia.gov/TBPs/Forms/AllItems.aspx For additional implementing information on IBPs visit the Defense Program Legacy (PRP Online) Home @ https://prp.sandia.gov/IBPs/Forms/AllItems.aspx		For additional implementing information on TBPs & IBPs See the Pantex Requirements Management System as needed
RM 257945	AL-R8 Pit Matrix Requirements		

*Modification No. 0004 incorporated revised Appendix B, List of Applicable Directives, in accordance with Transition Deliverable 12 provided August 30, 2024, as well as correspondence dated September 13, 2024, entitled “*Contract 89233224CNA000004, PanTeXas Deterrence (PXD) Supplemental Information for the Implementation of Applicable Directives (Transition Deliverable 12)*.” Additionally, Modification No. 0004 incorporated the List of Applicable Directives currently in effect at the Pantex site at the start of the base period.

(A) Implementation of applicable directives.

- (1) The Contractor shall submit an implementation plan to the Contracting Officer when required by the directive or other instruction of the Contracting Officer within 60 days of the addition of a directive during contract performance.
- (2) The Contracting Officer will approve or disapprove the plan and notify the Contractor of the decision. If the Contracting Officer disapproves the plan, he/she shall clearly identify all deficiencies and provide reasonable suggestions for making the plan acceptable. Within 30 days after notification of the disapproval of a plan, the Contractor shall submit to the Contracting Officer the revised plan for approval as described above.
- (3) During the process of implementation, the Contractor will notify the Contracting Officer if modifications to the plan are required for any reason. The Contracting Officer will consider all such requests and will not unreasonably withhold his/her approval to modify such plans when circumstances warrant modification.

(B) Location of applicable directives and other noted items in above table

<https://www.directives.doe.gov/>
<https://directives.nnsa.doe.gov/>
https://directives.nnsa.doe.gov/delegations#b_start=0
<https://www.dhs.gov/departments-homeland-security-management-directives>
<https://www.federalregister.gov/presidential-documents/executive-orders>
<https://www.ecfr.gov/>
<https://uscode.house.gov/>
<https://www.archives.gov/about/laws>

End of Appendix

Fiscal Year 2025
DOE/NNSA Strategic Performance Evaluation and Measurement Plan

PanTeXas Deterrence, LLC

MANAGEMENT AND OPERATION OF THE

Pantex Plant

Contract Number: 89233224CNA000004

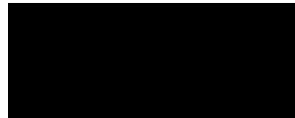
Performance Evaluation Period:
November 1, 2024 through September 30, 2025



Dr. Kelly Beierschmitt
President and General Manager
PanTeXas Deterrence, LLC

9-13-24

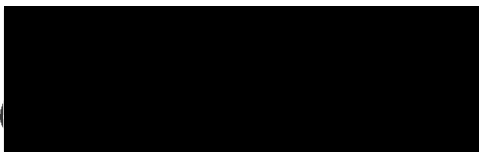
Date



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Armstrong
Date: 2024.09.16 14:23:07
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Jason Armstrong
Field Office Manager
Pantex Field Office
National Nuclear Security Administration

Date



Dr. Carl Beard
Production Operations Director
PanTeXas Deterrence, LLC

9-13-24

Date

Joshua (XJO)
Beeler

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(XJO) Beeler
Date: 2024.09.16 15:28:47
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Joshua S. Beeler
Contracting Officer
Pantex Field Office
National Nuclear Security Administration

Date

FY 2025 PERFORMANCE EVALUATION AND MEASUREMENT PLAN

DOCUMENT REVISION HISTORY

Revision	Date	Change Description
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INTRODUCTION

Pantex Plant is a plant owned by the United States Government, under the custody of the Department of Energy (DOE), herein referenced as “Pantex” and is managed and operated by PanTeXas Deterrence, LLC (PXD). Pursuant to the terms and conditions of the Contract, this NNSA Performance Evaluation and Measurement Plan (PEMP) sets forth the criteria by which NNSA will evaluate PXD performance and upon which NNSA shall determine of the amount of award fee earned. The available award fee amounts for FY 2025 are specified in Section B, Supplies or Services and Prices/Costs, of the Contract. This PEMP promotes a strategic Governance and Management Framework in support of the NNSA’s Strategic Vision. This Strategic Vision requires PXD to fully execute mission milestones in support of key mission objectives and effectively meet significant management challenges identified by NNSA.

PERFORMANCE BASED APPROACH

The performance-based approach evaluates the PXD performance through a set of Goals. Each Goal, and its associated Objectives and Key Outcomes (KOs) as applicable, will be measured against authorized cost, schedule, and technical performance, based on respective outcomes, demonstrated performance, and impact to DOE/NNSA missions.

MISSION

The Pantex mission supports managing the nation’s nuclear stockpile by performing disassembly, inspection and rebuild of weapon evaluations cycle units, assembly of Joint Test Assemblies (JTAs) and JTA post mortem analysis, assembly and disassembly of test bed units, Limited Life Component Exchange, programmatic alterations (usually defined as Alts or Mods), weapon repairs, weapon and component radiography and nondestructive evaluation, high explosive testing and explosive component evaluation, pit and non-nuclear evaluations, electrical and mechanical test, and surveillance and evaluation testing in support of Quality Evaluation Reports.

Additionally, Pantex supports several other NNSA identified missions, including nuclear nonproliferation, emergency response, continuing management reform, and recapitalizing NNSA infrastructure.

MISSION PERFORMANCE

PXD is accountable for and will be evaluated on successfully executing program work in accordance with applicable DOE/NNSA safety, security, and sustainability requirements consistent with the terms and conditions of the Contract. Protection of worker and public safety, the environment, and security are essential and implicit elements of successful mission performance. Accordingly, PXD shall plan mission work with safety and security as integral to mission execution and meeting the affected programmatic Goals. The model for this PEMP is to rely on PXD leadership to use appropriate DOE contractual requirements and recognized industrial standards based on consideration of its assurance system and supporting measures, metrics, and evidence. **PXD is expected to manage in a safe, secure, sustainable, efficient, effective, and results-driven manner, with appropriate risk management and transparency to the government, while taking appropriate measures to minimize costs that do not compromise core objectives and mission performance.** Products and services are expected to be delivered on-schedule and within budget.

INNOVATIVE SOLUTIONS

PXD will recommend innovative, technology/science-based, systems-engineering solutions to some of the most challenging problems that face the nation and the globe. PXD will also provide evidence to support programmatic needs and operational goals tempered by risk. DOE/NNSA will take into consideration all major functions including safety, security, and sustainability contributing to mission success. In addition, DOE/NNSA

expects PXD to recommend and implement innovative business and management improvement solutions that enhance effectiveness and efficiency, to include partnering with external vendors and the Department of Defense's existing industrial base.

CONSIDERATION OF CONTEXT IN PERFORMANCE EVALUATION

The evaluation of performance will consider context such as unanticipated barriers (e.g., budget restrictions, rule changes, circumstances outside PXD control), degree of difficulty, significant accomplishments or improvements, and other events that may occur during the performance period. A significant safety or security event may result in an overall limitation to adjectival ratings. Such impacts may be balanced by the response to the incident and by other initiatives to improve overall safety or security performance. PXD is encouraged to note significant safety and security continuous improvements.

PERFORMANCE RATING PROCESS

DOE/NNSA will review performance throughout the performance evaluation period and provide biannual feedback to PXD highlighting accomplishments and/or issues based on contractor performance against the criteria in the PEMP. Sources of oversight data include, but are not limited to, DOE/NNSA formal assessments, contractor self-assessments, internal and external audits, inspections, program and project reviews, operational awareness activities, contractor assurance system, etc.

The evaluation will be documented in a Performance Evaluation Report (PER) and will include the performance ratings and award fee earned for the subject performance evaluation period. DOE/NNSA will consider PXD end of year self-assessment report in the performance evaluation. Performance of Objectives and KOs (if any) will be assessed in the aggregate, with due consideration given to the level of progress made on achieving KOs, to determine an adjectival performance rating for each Goal. The Goals will then be considered in the aggregate to provide an overall rating and percentage of award fee earned for the contract. The performance ratings will be determined in accordance with FAR 16.401(e)(3) yielding ratings of Excellent, Very Good, Good, Satisfactory, or Unsatisfactory. Notwithstanding the overall strategic framework, any significant failure in any Goal may impact the overall rating and award fee earned. **Dollar values contained in the PEMP are provided as guidelines for developing a recommendation of fee allocation to the Fee Determining Official (FDO). The final determination as to the amount of fee earned is a unilateral determination made by the FDO.**

PXD may request a face-to-face meeting with the FDO to highlight its strategic performance at the end of the performance evaluation period. This meeting should occur within the first two weeks after the end of the period.

PEMP CHANGE CONTROL

It is essential that a baseline of performance expectations be established at the beginning of the performance period to equitably measure performance, and that changes to that baseline are carefully managed. Nonetheless, unforeseen circumstances and/or changes in priorities may necessitate corresponding changes to individual PEMP(s). Any change to the PEMP, including adjustments or removal of KOs, requires concurrence by the appropriate field/program/functional office, the NNSA Senior Procurement Executive, and the FDO prior to the Field Office Manager and Contracting Officer signatures. While recognizing the unilateral rights of DOE/NNSA as expressed in the contract terms and conditions, bilateral changes are the preferred method of change whenever possible.

FEE ALIGNMENT AND “AT-RISK” AWARD FEE ALLOCATION

This table is provided for information only and does not change the terms and conditions of the contract. All goals will receive an adjectival assessment as a part of the Corporate Performance Evaluation Process (CPEP).

Goal	At-Risk Award Fee	At-Risk Award Fee Percent
Goal-1: Mission Delivery: Nuclear Weapons	TBD	40%
Goal-2: Mission Delivery: Global Nuclear Security	TBD	10%
Goal-3: Mission Innovation: Advancing Science and Technology	TBD	5%
Goal-4: Mission Enablement	TBD	20%
Goal-5: Construction Projects and Infrastructure	TBD	10%
Goal-6: Mission Leadership	TBD	15%

The above template is applied to each field office using At-Risk Award Fee (AF) amounts established in each individual contract. The amounts are based on estimated values for FY25 and will change slightly as actual values for various categories of work are established with FY25 budgets.

UNEARNED FEE

DOE/NNSA reserves the right to withdraw and redistribute DOE/NNSA unearned fees.

Goal-1: Mission Delivery: Nuclear Weapons

Successfully execute the cost, scope, and schedule of the Nuclear Stockpile mission work for Defense Programs work in a safe and secure manner in accordance with DOE/NNSA priorities, Work Authorizations, and Execution/Implementation Plans.

Objectives:

- Objective-1.1: Work as a team across the Nuclear Security Enterprise to provide the knowledge, personnel, and capabilities to enable development of new and innovative materials, processes, and components to accelerate towards higher technology and manufacturing readiness levels and rate production.
- Objective-1.2: Work as a team across the Nuclear Security Enterprise to plan and execute production sustainment and integration, nuclear enterprise assurance, ensure nuclear explosive safety, and effective weapon quality assurance to ensure the nuclear security enterprise optimizes production operations, minimizes quality escapes, and increases the resiliency of nuclear weapons and nuclear weapon production and sustainment activities within normal, abnormal, and adversarial environments well into the future.
- Objective-1.3: Work as a team across the Nuclear Security Enterprise to execute assigned work to maintain and enhance the safety, security, reliability, and performance of the US nuclear weapon stockpile. Execute planning, development, certification, assessment/surveillance, production, and maintenance of the current U.S. nuclear weapon stockpile, including all associated documentation and hardware, consistent with mission and task assignments.
- Objective-1.4: Work as a team across the Nuclear Security Enterprise on stockpile modernization program scope to 1) achieve and maintain program delivery schedules; 2) lower risk to achieving First Production Unit (FPU), Last Production Unit (LPU), and program overbuilds; 3) improve supply chain execution; and 4) control costs.
- Objective-1.5: Work as a team across the Nuclear Security Enterprise to develop and execute modernization strategies to ensure NNSA's strategic materials and component manufacturing capabilities will meet future nuclear weapons production requirements. Execute work focused on sustainment of existing capabilities, re-establishment of lost capabilities, deployment of new capabilities and technologies, and strategic investments to ensure timely material and component deliveries.
- Objective-1.6: Work as a team across the Nuclear Security Enterprise to implement Digital Transformation principles by using Digital Engineering to improve product design, production, sustainment, and business practices.

Key Outcomes: None

Goal-2: Mission Delivery: Global Nuclear Security

Successfully execute the cost, scope, and schedule of the authorized global nuclear security mission work in a safe and secure manner to include the Defense Nuclear Nonproliferation, Nuclear Counterterrorism and Counterproliferation, and Incident Response missions in accordance with DOE/NNSA priorities, Work Authorizations, and Execution/Implementation Plans.

Objectives:

- Objective-2.1: Support efforts to enhance global nuclear security by securing and preventing the trafficking of nuclear and radioactive materials.
- Objective-2.2: Support U.S. national and nuclear security objectives in reducing global nuclear security threats through the innovation of technical capabilities to detect, identify, and characterize: 1) foreign nuclear weapons programs, 2) illicit diversion of special nuclear materials, and 3) global nuclear detonations.
- Objective-2.3: Support efforts to achieve permanent threat reduction by managing and minimizing excess weapons-useable nuclear materials and providing nuclear materials for peaceful uses.
- Objective-2.4: Support efforts to prevent proliferation, ensure peaceful nuclear uses, and enable verifiable nuclear reductions to strengthen the nonproliferation and arms control regimes.
- Objective-2.5: Sustain and improve nuclear counterterrorism, counterproliferation, and forensic science, technology, expertise and associated Nuclear Emergency Support Team (NEST) capabilities; execute response missions, implement policies and procedures in support of response and forensics missions, and assist international partners/organizations.

Key Outcome(s):

- KO 2.1: Authorize Additional Approach Exercise (AAE) operations at Pantex, per the latest approved AAE project work plan, by September 30, 2025.
- KO 2.2: Issue the Request for Proposal package for the Pantex Monitoring and Verification Test Facility modifications by the March 31, 2025.

Goal-3: Mission Innovation: Advancing Science and Technology

Successfully advance national security missions through innovation by expanding the frontiers of Science, Technology, and Engineering (ST&E). Execute transformative and leading-edge Research and Development (R&D) by creating a vibrant, creative, environment that leverages effective partnerships and technology transfer endeavors. Effectively manage high-impact DOE Work and Plant Directed Research and Development (PDRD) and Technology Transfer, etc. in a safe and secure manner consistent with DOE/NNSA priorities, Work Authorizations, and Execution/Implementation Plans.

Objectives:

- Objective-3.1: Execute a research strategy that is clear and aligns discretionary investments (e.g., PDRD) with plant strategy and supports DOE/NNSA priorities. particularly to improve manufacturing and production technology.
- Objective-3.2: Ensure that research is relevant, enables the national security missions, and benefits DOE/NNSA and the nation.
- Objective-3.3: Ensure that research is transformative, innovative, leading edge, high quality, and advances the frontiers of science and engineering.
- Objective-3.4: Maintain a healthy and vibrant research environment that enhances technical workforce competencies and research capabilities.
- Objective-3.5: Research and develop high-impact technologies through effective partnerships and technology transfer mechanisms that support the plant's strategy, DOE/NNSA priorities and impact the public good; and ensure that reporting, publishing, and information management requirements of federally funded scientific research and development are implemented (via DOE's Public Access Plan) and per DOE's Scientific and Technical Information Management directive (DOE O 241.1B or its successor).
- Objective-3.6: Pursue and perform high-impact work for DOE that strategically integrates with the DOE/NNSA mission, and leverages, sustains and strengthens unique science and engineering capabilities, facilities, and essential skills.

Key Outcomes: None

Goal 4: Mission Enablement

Effectively and efficiently manage the safe and secure operations of the plant in accordance with cost, scope, and schedule, while maintaining an NNSA enterprise-wide focus; demonstrating accountability for mission performance and management controls; successfully executing cyber, technical, informational, and physical security requirements, and assuring mission commitments are met with high-quality products and services.

Objectives:

- Objective-4.1: Deliver effective, efficient, and responsive Environment, Safety, and Health (ES&H), Quality (including a Weapon Quality Management System and software quality) and waste management. Advance DOE/NNSA's climate resiliency and sustainability goals maximizing energy efficiency and supporting Carbon Pollution-Free Electricity (CFE) objectives and implement projects identified in the Vulnerability Assessment and Resiliency Plan.
- Objective-4.2: Deliver effective, efficient, and responsive safeguards and security, including assigned enterprise initiatives.
- Objective-4.3: Deliver efficient, effective, supportable, and transparent financial management operations and systems including financial integration reporting; budget formulation and execution; programmatic cost estimates; and internal controls.
- Objective-4.4: Deliver efficient and effective management of legal risk and incorporation of best legal practices. Deliver timely and actionable recommendations and analysis to Freedom of Information Act and Privacy Act requests.
- Objective-4.5: Deliver effective, efficient, secure, and responsive information technology (IT) systems that support mission and functional area delivery. Ensure execution of all implementation factors established in the NA-IM IT and Cybersecurity Program Execution Guidance to strengthen day-to-day IT and cybersecurity operations.
- Objective-4.6: Deliver effective, efficient, and responsive site emergency management programs in support of the DOE/NNSA Emergency Management Enterprise.
- Objective-4.7: Deliver efficient, effective, and compliant business operations including, but not limited to, procurement, human resources, and property systems, in support of NNSA missions. Focus areas include achieving small business and socioeconomic goals; evaluating opportunities for, and implementing, as necessary, effective subcontracting approaches to expand the small business industrial base for appropriate construction work scope; performing timely and high-quality subcontract actions; and supporting enterprise-wide recruitment events, retention, and diversity program efforts.

Key Outcomes: None

Goal-5: Construction Projects and Infrastructure

Effectively and efficiently manage the infrastructure lifecycle process to meet current and emerging national security challenges through integrated infrastructure planning, acquisition, and prioritization. For clarity, projects with separate award-fee structures are not considered under this Goal.

Objectives:

- Objective-5.1: Implement a comprehensive and integrated infrastructure prioritization and planning process. Update planning data and mission needs in the G2 Program Management system planning module) for the FYNSP to support strategic planning elements, such as the Enterprise Blueprint, Master Asset Plan, Area Plans, and Deep Dives. Provide cost and schedule estimates in accordance with established guidance to ensure mission delivery.
- Objective-5.2: Plan and execute Capital Asset Line-Item Construction Projects, minor construction projects, capital equipment projects (including Major Items of Equipment), real property acquisitions, and disposition projects in accordance with cost, scope, schedule baselines, technical requirements, code of record and/or execution plans. Monitor and report on project performance against baselines, provide accurate and timely deviations on performance to stakeholders, and utilize risk management processes.
- Objective-5.3: Develop and execute operations and maintenance strategies, consistent with available funding, that enable reliable asset performance and enduring facility capabilities that align with mission requirements and priorities.

Key Outcomes: None

Goal-6: Mission Leadership

Successfully demonstrate leadership in supporting the direction of the overall DOE/NNSA mission, cultivating a Performance Excellence Culture that encompasses all aspects of operations and continues to emphasize safety and security, improving the responsiveness of PXD leadership team to issues and opportunities for continuous improvement internally and across the Enterprise, and parent company involvement/commitment to the overall success of the plant and the Enterprise.

Objectives:

- Objective-6.1: Define and implement a realistic strategic vision for the plant in alignment with the NNSA Strategic Vision, which demonstrates enterprise leadership and effective collaborations across the NNSA enterprise to ensure DOE/NNSA success.
- Objective-6.2: Demonstrate performance results through the institutional utilization of a Contractor Assurance System and promoting a culture of critical self-assessment, transparency, and accountability through the entire organization, while also leveraging parent company resources and expertise.
- Objective-6.3: Develop and implement a Nuclear Security Enterprise-wide partnership model that enhances collaboration, reinforces shared fate and enables mission success including transformation of the stockpile and the enterprise.
- Objective-6.4: Exhibit professional excellence in performing roles/responsibilities while pursuing collaborative opportunities for continuous organizational and enterprise learning and demonstrated improvements that will enhance productivity, grow the capacity to execute mission, and manage, rather than avoid risk when appropriate. Pursue innovations to increase agility and resilience while controlling costs. Advance the operational capabilities of the Nuclear Security Enterprise by identifying and employing latent capacity existing in the enterprise.
- Objective-6.5: Demonstrate leadership in driving enhanced and sustainable formality and rigor of operations through proactive implementation of effective and efficient measures to minimize operational upsets that have potential to impact mission.
- Objective 6.6: Leadership takes decisive action, as a cooperative partner of NNSA, to attract and retain the workforce needed to achieve the nuclear security enterprise missions, with particular emphasis on critical and under-resourced skill sets, reaching back to parent company resources as necessary.

Key Outcomes: None

**FAR 16.401(e)(3) AWARD FEE ADJECTIVAL RATINGS AND
SUPPLEMENTAL DEFINITIONS**

Excellent	91%-100%	Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. <i>This performance level is evidenced by at least one significant accomplishment, or a combination of accomplishments that significantly outweigh very minor issues, if any. No significant issues in performance exist.</i>
Very Good	76% - 90%	Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. <i>This performance level is evidenced by accomplishments that greatly outweigh issues. No significant issues in performance exist.</i>
Good	51% - 75%	Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. <i>This performance level is evidenced by accomplishments that slightly outweigh issues. No significant issues in performance exist.</i>
Satisfactory	No greater than 50%	Contractor has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. <i>This performance level is evidenced by issues that slightly outweigh accomplishments.</i>
Unsatisfactory	0%	Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. <i>This performance level is evidenced by issues that significantly outweigh accomplishments, if any.</i>

Definitions:

An **Accomplishment** is an achievement or success in the performance of contract requirements that exceeds standards or expectations. Examples might be performing full contract requirements under budget while meeting or exceeding schedule baselines or performing additional scope within the initial cost targets with no negative effect on requirements or other programs, indicating continued performance improvement.

An **Issue** is a point in question or a matter that indicates a concern with performance that needs attention and improvement such as events or performance that: raise concerns regarding successful performance of contract requirements within scope, cost (budget), and/or schedule baselines; or have a potential negative effect on requirements or other programs.

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J, APPENDIX H

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

Agreement entered into this 20th day of September, 2024, between the UNITED STATES OF AMERICA, represented by the Department of Energy (hereinafter referred to as "DOE" or "Government"), and PanTeXas Deterrence, LLC, a limited liability company existing under the laws of the State of Delaware (hereinafter referred to as the "Contractor"), and Truist Bank, a financial institution corporation existing under the laws of the State of North Carolina, with regional offices located at 9950 Kingston Pike, Knoxville, Tennessee (hereinafter referred to as the "Financial Institution").

RECITALS

- (a) On the effective date of June 13, 2024, DOE and the Contractor entered into Agreement No. 89233224CNA000004 (hereinafter referred to as the "Contract") with a performance period start date of November 1, 2024, 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 ITFM 6-9000.

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 "PanTeXas Deterrence, LLC Government Draw Account."

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 Agreement(s) 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, shall have access to the 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.
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:

U.S. Department of Energy
National Nuclear Security Administration
NNSA Pantex Plant
ATTN: Contracting Officer
US Highway 60 & FM2373
Panhandle, TX 79068

5. DOE shall authorize funds that shall remain available to the extent that obligations have been incurred in good faith by the Contractor under the Contract referenced in Recital (a) between DOE and 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 current requirements and specifications in place in the parallel banking agreement, entered into by and between the incumbent contractor and the Financial Institution, utilized at and for the Pantex Plant. The Financial Institution agrees that per-item costs, detailed in its "Pro Forma Account Analysis Statement" dated September 1, 2024, will remain constant during the term of this Agreement. The Financial Institution shall calculate the monthly fees based on services rendered and invoice the Contractor. The Contractor shall issue a check or automated clearing house 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, acceptable under 31 CFR 202 with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this

Agreement (including the noninterest-bearing time deposit account), less the Treasury-approved deposit insurance.

7. This Agreement, with all its provisions and covenants, shall be in effect for a term of five (5) years, beginning on the 1st day of November, 2024, and ending on the 31st day of October, 2029; provided, however, that if the Contract is extended, via option exercise or otherwise, the Agreement end date shall instead be the last day of the period of such extension.
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 day's 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 Agreement, 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.
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:

- a. Term Agreement (Covenant 7)
- b. Termination of Agreement (Covenants 8 and 9)

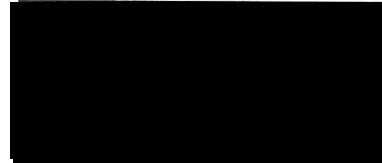
All terms and conditions of the aforesaid bid submitted by the Financial Institution that are not inconsistent with this 90-day additional term shall remain in effect for this period.

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 incorporated herein 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 five (5) pages, including attachments and the signature pages, to be executed as of the day and year first above written.


THE UNITED STATES OF AMERICA

By: Raymond E Cruz, Contracting Officer



WITNESS

Theresa B. Taylor
(Name of Witness)

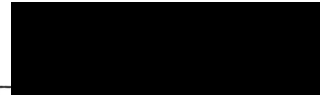


Note: In the case of a corporation, a witness is not required. Type or print names under all signatures.

PanTexas Deterrence, LLC

By: KIRT J. KUBBS

(Name of Contractor's Representative)



(Signature of Contractor's Representative)

TREASURER

(Title)

11525 N. COMMUNITY HOUSE RD, SUITE 600, CHARLOTTE, NC 28277

(Address)

09/24/2024

(Date Signed)

WITNESS

(Name of Witness)

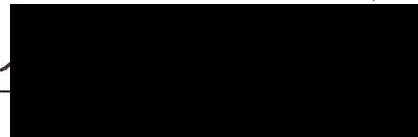
(Signature of Witness)

Note: In the case of a corporation, a witness is not required. Type or print names under all signatures.

Truist Bank

By: Hayden A. Oakley

(Name of Financial Institution Representative)



Senior Vice President

(Title)

900 S. Gay St. Suite 2400, Knoxville, TN 37902

(Address)

9/20/24

(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

I, _____, certify that I am the _____ of corporation named as Contractor herein; that, _____, who signed this Agreement on behalf of the Contractor, was then _____ 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)

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, Brian Williams certify that I am the Senior Vice President of the corporation named as Financial Institution herein; that Hayden Oakley who signed this Agreement on behalf of the Financial Institution, was then Senior 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)