

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

SECTION J, ATTACHMENT J-3

SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT

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

The agreement is entered into this, 30 day of April, 2021, between the UNITED STATES OF AMERICA (the Government), represented by the Department of Energy (DOE) Contracting Officer executing the agreement, Battelle Savannah River Alliance, LLC, a limited liability company 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 existing under the laws of the State of Delaware with offices located at 1750 H Street, NW, Suite 200; Attn: Government and Institutional Banking Group; Washington, DC 20005 (hereinafter referred to as the Financial Institution).

RECITALS

1. Under date of December 22, 2020, the Government and the Contractor entered into Contract No. 89303321CEM000080 (hereinafter referred to as the "Contract"), or a related supplemental, providing for advance payments to the Contractor. The financial services for the referenced agreement will be provided by the Financial Institution in accordance with the provisions of the Statement of Work G-SOW-B-00122, Rev. 2.
2. The contract or supplemental agreement requires amounts advanced to the Contractor be deposited separate from the Contractor's general or other funds, in a Special Account at a member bank of the Federal Reserve System, any "insured" bank within the meaning of the Act creating the Federal Deposit Insurance Corporation (12 U.S.C. 1811), or a credit union insured by the National Credit Union Administration. The parties agree to deposit the amounts with the Financial Institution, which meets the requirement.
3. The special demand deposit account shall be designated "Battelle Savannah River Alliance, LLC Master Account." All ancillary accounts shall be designated the same, but having separate sub-title denoting its specific purpose as in: "Battelle Savannah River Alliance, LLC Payroll Account.", etc.

COVENANTS

In consideration of the foregoing, and for other good and valuable considerations, the parties agree to the following conditions:

1. The Government has a lien on the credit balance in the account to secure the repayment of every advance payment made to the Contractor. The lien is paramount to any lien or claim of the Financial Institution regarding the account.
2. The Financial Institution is bound by the terms of the contract relating to the deposit and withdrawal of funds in the Special Account and is unaccountable for the application of funds withdrawn from the account. The Financial Institution acts on written directions from the Contracting Officer, the administering office, or a duly authorized representative of either. The Financial Institution is unaccountable to any party to the Agreement for any actions complying with the written directions. Any written directions received by the Financial Institution through the Contracting Officer on DOE stationery and purporting to be signed by, or by the direction of DOE or duly authorized representative, may be, as far

as the rights, duties, and liabilities of the Financial Institution are concerned, considered as being properly issued and filed with the Financial Institution by DOE.

3. The Government, or the Government's authorized representatives, has access to the books and records maintained by the Financial Institution regarding the Special account at reasonable times and for reasonable purposes, including, the inspection or copying of the books and records and any and all pertinent memoranda, checks, correspondence, or documents. The Financial Institution preserves the books and records for a period of six (6) years after the closing of the Special Account.
4. In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings regarding the special account, the Financial Institution will promptly notify DOE at:

Marie Garvin, Contracting Officer
U.S. Department of Energy
Savannah River Operations Office
Office of Contracts Management
P.O. Box A
Aiken, SC 29802
Phone: (803) 952-8238
Fax: (803) 952-9452

5. DOE authorizes funds to the extent 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 any 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. In the event the balance remaining in the Letter of Credit limitation is not sufficient to cover the checks presented, the Department of Treasury will, at the specific authorization of the Contractor and the DOE, instruct the Federal Reserve Bank to immediately wire a transfer of funds from the Department of Treasury account to the Performing Party's account, for the benefit of the Contractor's Special Bank Account, in an amount sufficient to cover the check presented in excess of the available Letter of Credit balance.
6. The Financial Institution agrees to service the account based on the requirements and specifications contained in Statement of Work G-SOW-B-00122, Rev. 2 and in accordance with the provisions of the existing agreement with DOE and Savannah River Nuclear Solutions. The Financial Institution agrees per-item costs, detailed in the Schedule of Services and Fixed Unit Charges, as addressed in SRNS Amendment 8, will remain constant during the term of the Agreement. The Financial Institution calculates the monthly fees based on services rendered and invoices the contractor. Payments under this Agreement shall be by Electronic Funds Transfer (EFT). The Financial Institution agrees that for any inconsistencies between this Agreement and the incorporated documents, this Agreement will control the addressing of that matter.

7. The Financial Institution posts collateral in accordance with 31 CFR 202 with the Federal Reserve bank in an amount equal to the net balances in any of the accounts included in the Agreement, less the Treasury-approved deposit insurance.
8. This Agreement, with all its provisions and covenants, shall be in effect for a term of five months, beginning on the 30 day of April 2021, and ending on the 30 day of September 2021.
9. DOE, the Contractor, or the Financial Institution may terminate the Agreement at any time within the agreement period upon providing written notification to the other parties 90 days prior to the desired termination date. The specific provisions for operating the account during the 90-day period are contained in Covenant 12.
10. DOE or the Contractor may terminate the Agreement at any time upon 30 days' written notice to the Financial Institution if DOE or the Contractor, or both parties, find the Financial Institution has failed to substantially perform its obligations under the Agreement or the Financial Institution is performing obligations in a manner which precludes administering the program in an effective and efficient manner or precludes the effective utilization of the Government's cash resources.
11. Notwithstanding the provisions of Covenants 9 and 10, in the event the Agreement, referenced in Recital (1), between DOE and the Contractor is not renewed or is terminated, the Agreement between DOE, the Contractor, and the Financial Institution terminates automatically upon the delivery of written notice to the Financial Institution. Therefore, a subsequent agreement based upon this Agreement, may be entered into between DOE, the new "replacement" contractor, and the Financial Institution to continue the original term of this Agreement if all parties to this Agreement, including the "terminating" contractor, agree.
12. 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.

TERMS

The Agreement continues to be in effect for the 90-day additional period, with exception of the following:

1. Term Agreement (Covenant 8)
2. Termination of Agreement (Covenant 9 and 10)

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.

13. The following documents are incorporated into and made part of this Agreement, subject to the following condition:

Condition:

Any requirement and/or language requiring the indemnification of Wells Fargo Bank N.A., wherever found the documents below, is hereby deleted in its entirety and rendered not applicable to this Agreement, even if an authorized representative of the Contractor were to execute any of the documents contained therein.

The terms "Supplier", "Seller" and "Subcontractor", wherever found in the below documents, shall for the purposes of this Agreement, mean the Financial Institution.

1. Statement of Work G-SOW-B-00122, Rev. 2
2. Schedule of Services and Fixed Unit Charges
3. SRNS Amendment 8
4. Commercial Account Agreement effective March 1, 2013
5. Acceptance of Services - ACH, Wires and Stagecoach Sweep (TM-1521 dated 11/14/12)
6. Master Agreement for Treasury Management Services (TM-1450 dated 9/2/10)
7. Commercial Account Authorization & Agreement - Signature Card
8. Commercial Checking Account Authorization & Agreement - Signature Card
9. Addendum To Commercial Account Authorization & Agreement (Signature Card) For Authorized Signers
10. Funds Availability Policy (TM-2548 dated 8/15/11)
11. Commercial Depository Service Description (TM-1416 dated 1/31/10)
12. Wells Fargo Returned Item Services Service Description (TM-2163 dated 1/31/10)
13. Returned Item Decisioning Service Description
14. Wholesale Lockbox Service Description (TM-1527 dated 10/17/11)
15. Commercial Electronic Office (CEO) Service Description (TM-1426 dated 1/31/10)
16. Wells Fargo Remote Deposit Capture Service Description (TM-1864 dated 3/16/11)
17. ACH Origination Service Description (TM-1423 dated 6/8/11)
18. WellsTAX Service Description (TM-1520 dated 4/18/12)
19. Wire Transfer Service Description (TM-1440 dated 11/3/11)
20. Wire Transfer Services Security Procedure Agreement
21. CEO Wire Transfer User ID Authorization Form -No Self Administration
22. Information Reporting Service Description (TM-1431 dated 1/31/10)
23. Stops-Images-Search Service Description (TM-1434 dated 4/20/06)
24. Account Reconciliation Plan Service -Service Description (TM-1408 dated 1/31/10)
25. CheXstor ® Service Description (TM-1410 dated 1/31/10)
26. Controlled Disbursement Service Description (TM-1429 dated 11/8/10)
27. Image Positive Pay Service Description (TM-1418 dated 7 /19/11)
28. Wells Fargo Paycard Service Description and Terms of Service (TM-1417 dated 7/18/11)
29. Payment Authorization Service Description (TM-1420 dated 1/31/10)

IN WITNESS WHEREOF the parties hereto have caused this Agreement, which consists of 6 pages, including the signature pages, to be executed as of the day and year first above written.

THE UNITED STATES OF AMERICA

By: Marie Garvin

Marie Garvin, Contracting Officer
U.S. Department of Energy
Savannah River Operations Office
Office of Contracts Management
P.O. Box A
Aiken, SC 29802

Date: 5/28/2021

BATTELLE SAVANNAH RIVER
ALLIANCE, LLC

By: Deborah U. Mann

Deborah U. Mann, Chief Financial Officer
Battelle Savannah River Alliance
Savannah River Site
Building 730-2B
Aiken, SC 29802-0900

Date: 05/07/2021

WELLS FARGO BANK N.A.

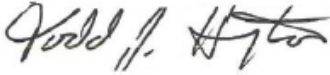
By: David N. Ryder Digitally signed by David N. Ryder
Date: 2021.05.05 08:24:20 -0400

Mr. David Ryder, Senior Vice President
Well Fargo Bank, N.A.
1750 H Street, NW, Suite 200
Attn: Government and Institutional Banking
Washington, DC 20005

Date: _____

CERTIFICATE

I, Todd J. Harrington, certify that I am the Secretary of the limited liability company named as Contractor herein; that Deborah U. Mann, who signed this Agreement on behalf of the Contractor, was then the Chief Financial Officer of said company and that said Agreement was duly signed for the and in behalf of said company by authority of its governing body and is within the scope of its corporate powers.



Todd J. Harrington

CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as Financial Institution; that _____, who signed this Agreement on behalf of the Financial Institution, was then _____ of said corporation and that said Agreement was duly signed for the and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

SECRETARY'S CERTIFICATE

WELLS FARGO BANK, NATIONAL ASSOCIATION

I, Beverly W. Jackson, hereby certify that I am an Assistant Secretary of Wells Fargo Bank, National Association, a national banking association organized and existing under the laws of the United States of America (the "Bank"), and I hereby further certify as follows:

1. The following is a true and correct extract from resolutions duly adopted by the Board of Directors of the Bank on May 15, 2018, and no modification, amendment, rescission or revocation of such resolutions has occurred affecting such extract as of the date of this certificate:

RESOLVED, that agreements, instruments, or other documents, including amendments and modifications thereto, relating to or affecting the property or business and affairs of the Bank, whether acting for its own account or in a fiduciary or other representative capacity, may be executed in its name by the persons hereinafter authorized;

RESOLVED, that for the purposes of these resolutions, "Senior Executive Officer" shall mean any person appointed, designated or otherwise elected President, Chief Executive Officer, Senior Executive Vice President, Executive Vice President or designated an Executive Officer by resolution of the Board of Directors of the Bank, and "Signing Officer" shall mean any Senior Executive Officer, any Senior Vice President, the Treasurer, any Vice President, any Assistant Vice President, any person whose title includes the word "Officer" (e.g., Commercial Banking Officer, Personal Banking Officer, Trust Officer), or any other person whose title has been or is hereafter designated by the Board of Directors as a title for an officer of the Bank, and such officers are hereby authorized to sign agreements, instruments and other documents on behalf of the Bank in accordance with the signing authorities conferred in Parts A, B and C of these resolutions;

B. Vice Presidents and Above

RESOLVED, that any Senior Executive Officer, any Senior Vice President and any Vice President, acting alone, may execute on behalf of the Bank:

1. Deeds, leases, assignments, bills of sale, purchase agreements and other instruments of conveyance to purchase, sell, lease or sublease to or from a third party real property, or any interest therein, and any and all management agreements, construction contracts, permits and other contracts or documents required to be executed or delivered to or filed with any person, entity or jurisdiction in the course of the management, maintenance,

improvement and/or operation of any real or personal property owned, held or leased by the Bank for its own account; *provided, however*, that such agreements, instruments and other documents may also be signed as hereinafter provided with respect to real property acquired by the Bank in connection with collateral for a loan.

2. Confidentiality agreements, bonds of indemnity and powers of attorney (including any instruments revoking such power of attorney); *provided, however*, that (a) proxies to vote stock in a corporation or to vote other interests in other legal entities or to service or enforce the Bank's rights with respect to real property and (b) stock and bond powers may also be signed as hereinafter provided.

C. Signing Officers

RESOLVED, that any Signing Officer, acting alone, may execute on behalf of the Bank, whether acting for its own account or in a fiduciary or other representative capacity:

15. Agreements (including any amendments, terminations and any other documents or ancillary agreements related thereto) and proposals to provide services to or receive services from third parties.

D. Designated Signers; Other Officers; Certification; Effect of Previous Resolutions

RESOLVED, that any Senior Executive Officer, any Senior Vice President, and any Vice President, acting alone, by filing a written authorization with the Secretary of the Bank, may authorize other persons ("Designated Signers") to execute any of the agreements, instruments, or other documents contemplated in the preceding resolutions, but only to the extent of the authorizing officer's own authority thereunder, which Designated Signer shall retain such authority until such authorization expires pursuant to the terms set forth therein, or until relieved of such authority in a written instrument filed with the Secretary of the Bank by the authorizing officer, another officer of equal or greater authority, the Board of Directors or any committee thereof, or until termination of the Designated Signer's employment with the Bank or any of its affiliates;

RESOLVED, that for purposes of the foregoing resolutions, the signing authority of a Senior Managing Director shall be equivalent to that of an Executive Vice President, the signing authority of a Managing Director shall be equivalent to that of a Senior Vice President, the signing authority of a Director shall be equivalent to that of a Vice

President, and the signing authority of an Associate shall be equivalent to that of an Assistant Vice President;

RESOLVED, that the signature of the Secretary or of any Assistant Secretary of the Bank shall be required to certify any resolution adopted by the Board of Directors of the Bank or any committee thereof, the incumbency, title or signature of any officer of the Bank and any designation of authority under these resolutions or otherwise, and the Secretary or any Assistant Secretary of the Bank may also certify any records or other documents created in the ordinary course of the business of the Bank; and

RESOLVED, that these resolutions shall supersede any resolution previously adopted by the Board of Directors of the Bank or any committee thereof to the extent that such previous resolution is inconsistent herewith.

2. On the date hereof, the following person was a duly appointed, qualified and acting officer of the Bank, that his correct title appears beside his name, and that on said date he was duly authorized to act on behalf of the Bank as set forth in the foregoing resolutions:

Name	Title
David Ryder	Senior Vice President

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the seal of the Bank this 17th day of March, 2021.



Beverly W. Jackson
Assistant Secretary

*** Redacted [Indicates portions of the resolution which have been omitted because they are not relevant to the transaction for which this certificate has been requested.]