

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 19
2. AMENDMENT/MODIFICATION NO. 303	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11EM002932	5. PROJECT NO. (If applicable)
6. ISSUED BY Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	CODE 00601	7. ADMINISTERED BY (If other than Item 6) Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	CODE 00601
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WASHINGTON CLOSURE HANFORD, LLC Attn: Carol A. Johnson, President 2620 Fermi Avenue Richland WA 99354		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 167280762	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-05RL14655	10B. DATED (SEE ITEM 13) 03/23/2005

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) Clause H.16(c) - Payments and Advances and Mutual Agreement of the Parties

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.)

Tax ID Number: 94-1381538
DUNS Number: 167280762

A. In accordance with Contract Clause H.16(c) - "Payments and Advances," and mutual agreement of the parties, the purpose of this modification is to update Contract Section J, Attachment J-7, "Special Financial Institution Account Agreement," extending the period of performance of this agreement through June 30, 2016 (Covenant No. 7). Details of this change are included in the SF30 Block 14 Continuation beginning on Page 2 of this modification.

Period of Performance: 03/23/2005 to 09/30/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print) C.A. JOHNSON, President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jewel J. Short
15B. CONTRACTOR/OFFEROR <i>Carol A. Johnson</i> (Signature of person authorized to sign)	15C. DATE SIGNED 12 July 2011
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA <i>Jewel J. Short</i> (Signature of Contracting Officer)	16C. DATE SIGNED 7-14-11

SF30 BLOCK 14 CONTINUATION:

- B. Contract Section J, Attachment J-7, *Special Financial Institution Account Agreement*, is hereby revised to extend the period of performance of the agreement through June 30, 2016, as stated in Covenant No. 7. Contract Attachment J-7 has been changed as follows:

FROM:

ATTACHMENT J-7 SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT

**Special Financial Institution Account Agreement for use
with the Payments Cleared Financing Arrangement**

Agreement entered into this 1st day of July, 2009, between the United States of America (hereinafter called the "Government") represented herein by the U.S. Department of Energy (hereinafter called the "DOE"), and Washington Closure Hanford LLC (hereinafter called the "Contractor"), a company under the laws of the State of Delaware, and U.S. Bank, (hereinafter called the "Bank"), a banking corporation existing under the laws of the State of Washington, located at Richland, Washington.

Recitals

- (1) On March 23, 2005, DOE notified Contractor that it was awarded Contract No. DE-AC06-05RL14655. After a subsequent DOE directed suspension of performance, DOE notified Contractor, on June 1, 2005, that the suspension was lifted and contract transition effort were to re-commence, beginning June 6, 2005. On the date March 23, 2005 DOE and the Contractor entered into Contract(s) No. DE-AC06-05RL14655, or a supplemental agreement thereto, providing for the transfer of funds on a payments-cleared basis.
- (2) DOE requires that amounts transferred to the Contractor thereunder be deposited in a special demand deposit account at a financial institution covered by Department of the Treasury-approved Government deposit insurance organizations that are identified in TFM 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 Bank.
- (3) The special demand deposit account shall be designated "Washington Closure Hanford LLC 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 Bank or others with respect to such account.
- (2) The Bank shall be bound by the provisions of said contract between DOE and the Contractor relating to the transfer of funds into and withdrawal of funds from the above special demand deposit account, which are hereby incorporated into this Agreement by reference, but the Bank shall not be responsible for the application of funds withdrawn from said account.

After receipt by the Bank of directions from the Contracting Officer, or from the duly authorized representative of the Contracting Officer, the Bank 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 Bank 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 Bank are concerned, be considered as having been properly issued and filed with the Bank by DOE.

- (3) DOE, or its authorized representatives, shall have access to financial records maintained by the Bank 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 Bank for a period of six (6) years after final payment under the contract.
- (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 Bank shall promptly notify DOE.
- (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 Bank for the benefit of the special demand deposit account. The Bank 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 Bank agrees to service the account in this manner based on the requirements and specifications contained in RFP Number 20051031 dated January 3, 2006. The Bank agrees that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges" contained in the Bank's proposal dated March 16, 2006, will remain constant during the term of this Agreement. The Bank shall calculate the monthly fees based on services rendered and invoice the Contractor. The Contractor shall issue a check or automated clearinghouse authorization transfer to the Bank in payment thereof.

- (6) The Bank shall post collateral, acceptable under Department of the Treasury Circular 176, with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts 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 for a term beginning on the 1st day of July 2009, and ending on the 30th day of June 2011.
- (8) DOE, the Contractor, or the Bank, may terminate this Agreement at any time within the agreement period upon submitting written notification to the other parties 90 days prior to the desired termination date. The specific provisions for operating the account during this 90-day period are contained in Covenant 11.
- (9) DOE or the Contractor may terminate this Agreement at any time upon 30 days' written notice to the Bank if DOE or the Contractor, or both parties, find that the Bank has failed to substantially perform its obligations under this Agreement or that the Bank 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 (1), between DOE and the Contractor is not renewed or is terminated, this Agreement between DOE, the Contractor, and the Bank shall be terminated automatically upon the delivery of written notice to the Bank.
- (11) In the event of termination, the Bank agrees to retain the Contractor's special demand deposit account for an additional 90-day period to clear outstanding payment items.

This Agreement shall continue in effect for the 90-day additional period, with exception of the following:

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

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

The Bank has submitted the forms entitled "Technical Representations and Certifications," "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.

Any direction received by the Bank from DOE which alters any portion of the terms and conditions of this Agreement, shall not be valid unless signed by the Contracting Officer.

In witness whereof the parties hereto have caused this Agreement to be executed, as of the day and year first above written.

12/4/09
(Date Signed)

Jeff Short
Contracting Officer

(original signed by Jewel J. Short)
(Signature of Contracting Officer)

WITNESS: N/A

(Typed Name of Witness)

Washington Closure Hanford LLC
(Typed Name of Contractor)

(Signature of Witness)

Tony A. Harris

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

(original signed by Tony A. Harris)
(Signature of Contractor's Representative)

Vice President, Chief Financial Officer, and Treasurer
Post Office Box 1500, MSIN H6-11

12/7/09

(Date Signed)

(Name of Witness)

U.S. Bank National Association
Gail Heinselman

(Signature of Witness)

(original signed by Gail Heinselman)
(Signature of Financial Institution Representative)

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

Vice President
(Title)

W. 428 Riverside Ave., Spokane, WA 99201
(Address)

11/5/2009
(Date Signed)

NOTE

The contractor, 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, Robert B. McPherson, certify that I am the Secretary of the corporation named as Contractor herein; that Tony A. Harris, who signed this Agreement on behalf of the Contractor, was then Vice President, Chief Financial Officer, and Treasurer 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.

(original signed by Robert B. McPherson)
(Corporate Seal) (Signature)

(Corporate Seal Affixed)

(Signatures on File)

TO:

ATTACHMENT J.7 SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT

**Special Financial Institution Account Agreement for use
with the Payments Cleared Financing Arrangement**

Agreement, effective the 1st day of July, 2011, between the UNITED STATES OF AMERICA, represented by the Department of Energy (DOE), and Washington Closure Hanford, LLC (WCH) as a company existing under the laws of the State of Delaware, and U.S. Bank, a financial institution corporation existing under the laws of the State of Washington located at Richland, Washington.

Recitals

- (1) On the effective date of March 23, 2005, DOE and WCH entered into Agreement No. DE-AC06-05RL14655, or a supplemental agreement thereto, providing for the transfer of Government funds on a payments-cleared basis.
- (2) DOE requires that amounts transferred to WCH thereunder be deposited in a special demand deposit account(s) at a financial institution covered by the Department of the Treasury – approved Government deposit insurance organizations that are identified in TFM 6-9000. These special demand deposits must be kept separate from WCH’s general or other funds, and the parties are agreeable to so depositing said amounts with US Bank.
- (3) The special deposit account(s) shall be designated “Washington Closure Hanford LLC Account.”

Covenants

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

- (1) The DOE shall have a title to the credit balance in said account(s) to secure the repayment of all funds transferred to WCH, and said title shall be superior to any lien, title, or claim of US Bank or others with respect to such accounts.
- (2) US Bank shall be bound by the provisions of said Contract between DOE and WCH relating to the transfer of funds into and withdrawal of funds from the above special demand deposit account(s), which are hereby incorporated into this Agreement by reference, but US Bank shall not be responsible for the application of funds properly withdrawn from said Account(s).

After receipt by US Bank of written directions from the DOE Contracting Officer, US Bank 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 US Bank from DOE upon DOE stationery and purporting to be signed by, or signed at the written direction of DOE may, insofar as the rights, duties, and liabilities of US Bank are concerned, shall be considered as having been properly issued and filed with US Bank by DOE.

- (3) DOE, WCH, or authorized representatives, shall have access to financial records maintained by US Bank with respect to such special demand deposit account(s) at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of financial records and any or all memoranda, checks, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by US Bank for a period of six (6) years after the final payment under the Contract.
- (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(s), US Bank shall promptly notify DOE.
- (5) DOE shall authorize funds that shall remain available to the extent that obligations have been incurred on good faith thereunder by WCH to US Bank for the benefit of the special demand deposit account(s). US Bank agrees to honor upon presentation for payment all payments issued by WCH 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.

US Bank agrees to service the account in this manner based on the requirements and specifications contained in the Financial Services Agreement, Attachment 1, "Schedule of Financial Institution Processing Charges," dated March 16, 2006, negotiated under Contract No. DE-AC05-76RL01830. US Bank agrees that per-item costs detailed in the form "Schedule of Financial Institution Processing Charges" contained in US Bank's proposal dated March 16, 2006, and included as an attachment to this Agreement, will remain constant during the term of this Agreement. US Bank shall calculate the monthly fees based on services rendered and invoice WCH. WCH shall issue a check or automated clearing house authorization transfer to US Bank in payment thereof.

- (6) US Bank shall post collateral, acceptable in accordance with 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 Department of the Treasury-approved deposit insurance.
- (7) This Agreement, with all its provisions and covenants, shall be in effect for a term beginning on the 1st day of July 2011, and ending on the 30th day of June, 2016, unless earlier terminated as provided in this Agreement.
- (8) DOE and/or WCH 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 WCH may terminate this Agreement at any time upon 30 days written notice to US Bank if DOE or WCH, or both parties, find that US Bank has failed to substantially perform its obligations under this agreement, or in a manner that precludes administering the program in an effective and efficient manner or that precludes the effective utilization of the Government's cash resources.

- (10) Notwithstanding the provisions of Covenants 8 and 9, in the event that the Contract referenced in Recital 1 between DOE and WCH is not renewed or is terminated, this Agreement between DOE, WCH, and US Bank shall be terminated automatically upon the delivery of written notice to US Bank.
- (11) In the event of termination, US Bank agrees to retain WCH's special demand deposit account(s) 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); and
- (b) Termination of Agreement (Covenants 8 and 9).

All terms and conditions of the aforesaid "Schedule of Financial Institution Processing Charges" that are not inconsistent with this 90-day additional term shall remain in effect for this period.

Any direction received by the Bank from DOE which alters any portion of the terms and conditions of this Agreement, shall not be valid unless signed by the Contracting Officer.

In witness whereof the parties hereto have caused this Agreement to be executed, as of the day and year first above written.

FOR U.S. DEPARTMENT OF ENERGY, RICHLAND OPERATIONS OFFICE

Signature: _____
Name: J. Jeff Short
Title: Contracting Officer
Date: _____

FOR WASHINGTON CLOSURE HANFORD, LLC

Signature: _____
Name: Tony A. Harris
Title: Vice President, Chief Financial Officer, and Treasurer
Date: _____

FOR US BANK N.A.

Signature: (Original Signed by Gail Heinselman)
Name: Gail Heinselman
Title: Vice President, Government Services
Date: June 28, 2011

NOTE

The contractor, 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, Robert B. McPherson, certify that I am the Secretary of the corporation named as Contractor herein; that Tony A. Harris, who signed this Agreement on behalf of the Contractor, was then Vice President, Chief Financial Officer, and Treasurer of said corporation; and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal) (Signature)

Attachment 1

SCHEDULE OF FINANCIAL INSTITUTION PROCESSING CHARGES

Service	Per Item Cost
Account Maintenance	\$ 8.00
Controlled Disbursement Account Maintenance	75.00
Controlled Disbursement Per Item Charge	0.09
Deposited Checks-On Us	0.05
Deposited Checks-Local	0.055
Deposited Checks-Regional	0.055
Deposited Check-Returned (includes tax)	3.25
Other Services Charges for Checks Deposited or Account Maintenance	
Deposits – Paper	0.20
Deposits – Electronic	0.20
Processing Fee for Deposited Foreign Currency Checks	0.50
Processing Fee for Generating Draft in Foreign Currency	15.00
Cash Deposited per \$100.00	0.07
Other Services Charges for Processing Cash Transactions	
Incoming Federal (Domestic) Wire	5.00
Incoming International Wire	10.00
Outgoing Federal (Domestic) Wire Client Initiated Internet	7.50
Outgoing International Wire Client Initiated-Internet	15.00
Outgoing or Incoming Federal Wire Daily Treasury Drawdown	7.50
Federal or International Wire Investigation of Client Issued Wire	25.00
Bank Issuance of Amendment for Client Issued International or Federal Wire	7.50

Service	Per Item Cost
Other Services Charges for Processing Federal or International Wires	
Book Transfers (Bank initiated account to account transfers)	1.00
Other Services Charges for Processing Bank Internal Debit or Credits	
Stop Payments Client Initiated-Internet	\$ 9.00
Per Change Order Charge	2.00
Rolled Coin Ordered Per \$ Roll	0.08
Currency Order Per \$100.00	0.08
ACH Monthly Maintenance	25.00
ACH Originated	0.10
ACH Originated-Addenda Rec	0.02
ACH Received Item	0.15
ACH Transmission Charge	5.00
ACH Item Adjustment Request	3.00
ACH Delete Item Request	3.00
ACH Notice of Change Internet Report Advice/Fax	2.50
ACH Return Item Internet Report Advice/Fax	2.50
ACH Block-Monthly Maintenance Per Account	6.00
Other Services for Processing ACH	
Checks Cleared	0.10
Check Sorting	0.02
Monthly Maintenance Charge for Imaging - by Account	25.00
Check Image - CD Rom Per CD	5.00
Check Image - Per Item	0.07
Copy of Check Request	0.50
Account Reconciliation (Per Acct)	75.00
Process Maintenance – Full (Per Acct)	
Full Positive Pay Maintenance	45.00
Positive Pay Per Item	0.04

Service	Per Item Cost
Positive Pay Exception Report	No charge
Reverse Positive Pay Per Item	0.01
Output File – Daily	5.00
Lockbox Monthly Maintenance	75.00
Lockbox Per Item Charge	0.25
Other Services (Charges) Lockbox	
Photocopies	\$ 0.10
Exception Items	0.22
Data Key Stroke	0.01
Mail Out - Per Item	0.06
Previous Day Composite Report (1 per day/acct – First)	10.00
Previous Day Composite Report (1 per day/acct – Next)	10.00
BAI Items	0.05
Wire Transfer Detail Report (1 per day per acct)	No charge

- C. Contractor Statement of Release: The Contractor hereby releases the Government from any and all liability under this contract for equitable adjustments attributable to this modification which revises the “Special Financial Institution Account Agreement,” incorporated into the contract as Attachment J-7.
- D. Contract Section J, Attachment J-7 been revised in accordance with paragraph B above. Contract replacement pages J-16 through J-20b are included with this modification.

There are no other changes to the terms and conditions of the contract.

End of Modification No. 303

ATTACHMENT J.7 SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT

Special Financial Institution Account Agreement for use with the Payments Cleared Financing Arrangement

Agreement, effective the 1st day of July, 2011, between the UNITED STATES OF AMERICA, represented by the Department of Energy (DOE), and Washington Closure Hanford, LLC (WCH) as a company existing under the laws of the State of Delaware, and U.S. Bank, a financial institution corporation existing under the laws of the State of Washington located at Richland, Washington.

Recitals

- (1) On the effective date of March 23, 2005, DOE and WCH entered into Agreement No. DE-AC06-05RL14655, or a supplemental agreement thereto, providing for the transfer of Government funds on a payments-cleared basis.
- (2) DOE requires that amounts transferred to WCH thereunder be deposited in a special demand deposit account(s) at a financial institution covered by the Department of the Treasury – approved Government deposit insurance organizations that are identified in TFM 6-9000. These special demand deposits must be kept separate from WCH's general or other funds, and the parties are agreeable to so depositing said amounts with US Bank.
- (3) The special deposit account(s) shall be designated "Washington Closure Hanford LLC Account."

Covenants

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

- (1) The DOE shall have a title to the credit balance in said account(s) to secure the repayment of all funds transferred to WCH, and said title shall be superior to any lien, title, or claim of US Bank or others with respect to such accounts.
- (2) US Bank shall be bound by the provisions of said Contract between DOE and WCH relating to the transfer of funds into and withdrawal of funds from the above special demand deposit account(s), which are hereby incorporated into this Agreement by reference, but US Bank shall not be responsible for the application of funds properly withdrawn from said Account(s).

After receipt by US Bank of written directions from the DOE Contracting Officer, US Bank 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 US Bank from DOE upon DOE stationery and purporting to be signed by, or signed at the written direction of DOE may, insofar as the rights, duties, and liabilities of US Bank are concerned, shall be considered as having been properly issued and filed with US Bank by DOE.

- (3) DOE, WCH, or authorized representatives, shall have access to financial records maintained by US Bank with respect to such special demand deposit account(s) at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of financial records and any or all memoranda, checks, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by US Bank for a period of six (6) years after the final payment under the Contract.
- (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(s), US Bank shall promptly notify DOE.
- (5) DOE shall authorize funds that shall remain available to the extent that obligations have been incurred on good faith thereunder by WCH to US Bank for the benefit of the special demand deposit account(s). US Bank agrees to honor upon presentation for payment all payments issued by WCH 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.

US Bank agrees to service the account in this manner based on the requirements and specifications contained in the Financial Services Agreement, Attachment 1, "Schedule of Financial Institution Processing Charges," dated March 16, 2006, negotiated under Contract No. DE-AC05-76RL01830. US Bank agrees that per-item costs detailed in the form "Schedule of Financial Institution Processing Charges" contained in US Bank's proposal dated March 16, 2006, and included as an attachment to this Agreement, will remain constant during the term of this Agreement. US Bank shall calculate the monthly fees based on services rendered and invoice WCH. WCH shall issue a check or automated clearing house authorization transfer to US Bank in payment thereof.

- (6) US Bank shall post collateral, acceptable in accordance with 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 Department of the Treasury-approved deposit insurance.
- (7) This Agreement, with all its provisions and covenants, shall be in effect for a term beginning on the 1st day of July 2011, and ending on the 30th day of June, 2016, unless earlier terminated as provided in this Agreement.
- (8) DOE and/or WCH 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 WCH may terminate this Agreement at any time upon 30 days written notice to US Bank if DOE or WCH, or both parties, find that US Bank has failed to substantially perform its obligations under this agreement, or in a manner that precludes administering the program in an effective and efficient manner or that precludes the effective utilization of the Government's cash resources.

- (10) Notwithstanding the provisions of Covenants 8 and 9, in the event that the Contract referenced in Recital 1 between DOE and WCH is not renewed or is terminated, this Agreement between DOE, WCH, and US Bank shall be terminated automatically upon the delivery of written notice to US Bank.
- (11) In the event of termination, US Bank agrees to retain WCH's special demand deposit account(s) 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:

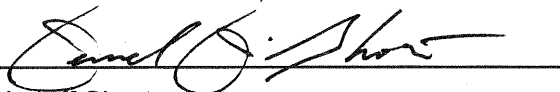
- (a) Term Agreement (Covenant 7); and
- (b) Termination of Agreement (Covenants 8 and 9).

All terms and conditions of the aforesaid "Schedule of Financial Institution Processing Charges" that are not inconsistent with this 90-day additional term shall remain in effect for this period.

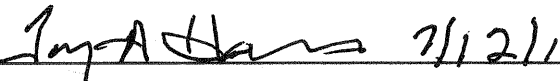
Any direction received by the Bank from DOE which alters any portion of the terms and conditions of this Agreement, shall not be valid unless signed by the Contracting Officer.

In witness whereof the parties hereto have caused this Agreement to be executed, as of the day and year first above written.

FOR U.S. DEPARTMENT OF ENERGY, RICHLAND OPERATIONS OFFICE

Signature: 
Name: J. Jeff Short
Title: Contracting Officer
Date: 7-14-11

FOR WASHINGTON CLOSURE HANFORD, LLC

Signature:  7/12/11
Name: Tony A. Harris
Title: Vice President, Chief Financial Officer, and Treasurer
Date: 7/12/11

FOR US BANK N.A.

Signature: Gail Heinselman
Name: Gail Heinselman
Title: Vice President, Government Services
Date: June 28, 2011

NOTE

The contractor, 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, Robert B. McPherson, certify that I am the Secretary of the corporation named as Contractor herein; that Tony A. Harris, who signed this Agreement on behalf of the Contractor, was then Vice President, Chief Financial Officer, and Treasurer 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.

Robert B. McPherson
(Corporate Seal) (Signature)

Attachment 1

SCHEDULE OF FINANCIAL INSTITUTION PROCESSING CHARGES

Service	Per Item Cost
Account Maintenance	\$ 8.00
Controlled Disbursement Account Maintenance	75.00
Controlled Disbursement Per Item Charge	0.09
Deposited Checks-On Us	0.05
Deposited Checks-Local	0.055
Deposited Checks-Regional	0.055
Deposited Check-Returned (includes tax)	3.25
Other Services Charges for Checks Deposited or Account Maintenance	
Deposits – Paper	0.20
Deposits – Electronic	0.20
Processing Fee for Deposited Foreign Currency Checks	0.50
Processing Fee for Generating Draft in Foreign Currency	15.00
Cash Deposited per \$100.00	0.07
Other Services Charges for Processing Cash Transactions	
Incoming Federal (Domestic) Wire	5.00
Incoming International Wire	10.00
Outgoing Federal (Domestic) Wire Client Initiated Internet	7.50
Outgoing International Wire Client Initiated-Internet	15.00
Outgoing or Incoming Federal Wire Daily Treasury Drawdown	7.50
Federal or International Wire Investigation of Client Issued Wire	25.00
Bank Issuance of Amendment for Client Issued International or Federal Wire	7.50

Service	Per Item Cost
Other Services Charges for Processing Federal or International Wires	
Book Transfers (Bank initiated account to account transfers)	1.00
Other Services Charges for Processing Bank Internal Debit or Credits	
Stop Payments Client Initiated-Internet	\$ 9.00
Per Change Order Charge	2.00
Rolled Coin Ordered Per \$ Roll	0.08
Currency Order Per \$100.00	0.08
ACH Monthly Maintenance	25.00
ACH Originated	0.10
ACH Originated-Addenda Rec	0.02
ACH Received Item	0.15
ACH Transmission Charge	5.00
ACH Item Adjustment Request	3.00
ACH Delete Item Request	3.00
ACH Notice of Change Internet Report Advice/Fax	2.50
ACH Return Item Internet Report Advice/Fax	2.50
ACH Block-Monthly Maintenance Per Account	6.00
Other Services for Processing ACH	
Checks Cleared	0.10
Check Sorting	0.02
Monthly Maintenance Charge for Imaging - by Account	25.00
Check Image - CD Rom Per CD	5.00
Check Image - Per Item	0.07
Copy of Check Request	0.50
Account Reconciliation (Per Acct)	75.00
Process Maintenance – Full (Per Acct)	
Full Positive Pay Maintenance	45.00
Positive Pay Per Item	0.04

Service	Per Item Cost
Positive Pay Exception Report	No charge
Reverse Positive Pay Per Item	0.01
Output File – Daily	5.00
Lockbox Monthly Maintenance	75.00
Lockbox Per Item Charge	0.25
Other Services (Charges) Lockbox	
Photocopies	\$ 0.10
Exception Items	0.22
Data Key Stroke	0.01
Mail Out - Per Item	0.06
Previous Day Composite Report (1 per day/acct – First)	10.00
Previous Day Composite Report (1 per day/acct – Next)	10.00
BAI Items	0.05
Wire Transfer Detail Report (1 per day per acct)	No charge