

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. M059
3. EFFECTIVE DATE See Block 16C
4. REQUISITION/PURCHASE REQ. NO. N/A
5. PROJECT NO. (If applicable)

6. ISSUED BY U.S. Department of Energy
Richland Operations Office
P. O. Box 550, MSIN A7-80
Richland, WA 99352
7. ADMINISTERED BY (If other than Item 6) Same as item 6.

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)
Washington Closure Hanford LLC (WCH)
2620 Fermi
Richland, WA 99354
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-05RL14655
10B. DATED (SEE ITEM 13) 03/23/05

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 one (1) copy 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.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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 Section J, Attachment J-7
D. OTHER Specify type of modification and authority

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.) This modification provides for updating Section J, Attachment J-7.
a. Section J, Attachment J-7, Special Financial Institution Account Agreement is changed to reflect revised dates in Paragraph 7 of this agreement.
b. Paragraph 7 reflects that Agreement is extended from June 30, 2008 to June 30, 2009.
c. Page J-17 as attached, is replaced by revised page of same number.

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.G. Spencer, President
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED 6/30/08
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Richard A. Stimmel
16B. UNITED STATES OF AMERICA
16C. DATE SIGNED June 30, 2008

3. DOE, the Contractor 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 Financial Institution 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(s), the Financial Institution shall promptly notify the Contractor at:

Mr. William Shingler  
Vice President and Chief Financial Officer and Treasurer  
2620 Fermi Ave  
Richland WA 99354

5. The Contractor shall authorize funds that shall remain available to the extent that obligations have been incurred in good faith thereunder by the Contractor to the Financial Institution for the benefit of the special demand deposit account(s). 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 shall draw funds from an Automated Standard Application for Payment (ASAP) 1031 system account at the Federal Reserve Bank of Richmond (FRB-Richmond) for credit to the Contractor's account. The Financial Institution must determine the cutoff time for processing payments and deposits to ensure same day credit. The draw down is affected by sending an online request for funds (type code 1031) to FRB-Richmond via Fedwire by 5:45 p.m. Eastern time.

The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in RFP 20051031 effective January 3, 2006. The Financial Institution agrees that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges" contained in the Financial Institution's aforesaid proposal and attached to this agreement 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.

6. The Financial Institution 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 July 1, 2006 and ending June 30, 2009 with an option to extend for an additional two, one year option periods, unless earlier terminated as provided in this Agreement.

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.