

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 15
2. AMENDMENT/MODIFICATION NO. 0716	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. Not Applicable	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)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MISSION SUPPORT ALLIANCE, LLC Attn: JENNIFER JAHNER POST OFFICE BOX 650 RICHLAND WA 99352		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 010605464 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-09RL14728	10B. DATED (SEE ITEM 13) 04/28/2009

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)

Not

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

<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) I.79 FAR 52.232-12 Advance Payments (May 2001) Alt II (May 2001) and H.24 Payments and Advances

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

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

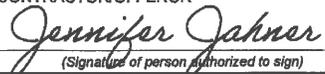
The purpose of this modification is to extend Attachment J-9 Special Financial Institution Account Agreement for Use with the Payment Cleared Financing Agreement through June 30, 2019.

This modification does not add additional obligated funds to the contract as the work is incrementally funded. Accordingly, work under the Contract, such as described herein, must be performed within the amount of funds which have been allotted to the contract in accordance with Clause I.82 FAR 52.232.22 - Limitation of Funds (Apr 1984).

This action does not result in a change to Contract Cost, Fee, Price, or Obligated Funds.

Continued ...

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) Jennifer Jahner, Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Timothy E. Corbett	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 6/27/18	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 6/27/2018

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

DE-AC06-09RL14728/0716

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OF

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15

NAME OF OFFEROR OR CONTRACTOR

MISSION SUPPORT ALLIANCE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>By signature on this modification, the Contractor agrees to the following Contractor's Statement of Release:</p> <p>In consideration of this Modification 716, agreed to herein as complete equitable adjustment, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this modification.</p> <p>Attachments: Attachment 1 - Section J Table of Contents Attachment 2 - Section J.9 Banking Agreement</p> <p>There are no other changes to the terms and conditions of the contract.</p> <p>Payment: Period of Performance: 05/26/2009 to 05/25/2019</p>				

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
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ATTACHMENT J.9

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

Agreement, effective 1st day of July, 2011, between the UNITED STATES OF AMERICA, represented by the Department of Energy (DOE), and Mission Support Alliance, LLC (MSA) as a limited liability 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.

I. RECITALS

1. On the effective date of April 28, 2009, DOE and MSA entered into Agreement No. DE-AC06-09RL14728, followed by a supplemental agreement thereto, providing for the transfer of Government funds on a payments-cleared basis.
2. DOE requires that amounts transferred to MSA there under 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 MSA'S general or other funds, and the parties are agreeable to so depositing said amounts with US Bank, N.A.
3. The special deposit account(s) shall be designated "MSA Account"

II. 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 MSA, and said title shall be superior to any lien, title, or claim of US Bank, N.A. or others with respect to such accounts.
2. US Bank, N.A., shall be bound by the provisions of said Contract between DOE and MSA 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, N.A. shall not be responsible for the application of funds properly withdrawn from said Account(s).

After receipt by US Bank, N.A. of written directions from the DOE Contracting Officer, US Bank, N.A. 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, N.A. 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, N.A. are concerned, shall be considered as having been properly issued and filed with US Bank, N.A. by DOE.

3. DOE, MSA, or authorized representatives, shall have access to financial records maintained by US Bank, N.A. 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, N.A. for a period of six (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(s), US Bank, N.A. shall promptly notify DOE.
5. DOE shall authorize funds that shall remain available to the extent that obligations have been incurred on good faith there under by MSA to US Bank, N.A. for the benefit of the special demand deposit account(s). US Bank, N.A. agrees to honor upon presentation for payment all payments issued by MSA 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, N. A. agrees to service the account in this manner based on the requirements and specifications contained in Contract No. DE-AC05-76RL01830, Attachment 1 "Schedule of Financial Institution Processing Charges". US Bank, N.A. agrees that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges" contained in US Bank, N.A.'s proposal dated March 16, 2006 as amended, effective July 1, 2018, and will remain constant during the term of this Agreement. The US Bank, N.A. shall calculate the monthly fees based on services rendered and invoice MSA. MSA shall issue a check or automated clearing house authorization transfer to US Bank, N.A. in payment thereof.

6. US Bank, N.A. 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, 2019, unless earlier terminated as provided in this Agreement.

8. DOE and/or MSA 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 MSA may terminate this Agreement at any time upon 30 days written notice to US Bank, N.A. if DOE or MSA, or both parties, find that US Bank, N.A. has failed to substantially perform 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 Contract referenced in Recital 1 between DOE and MSA is not renewed or is terminated, this Agreement between DOE, MSA, and US Bank, N.A. shall be terminated automatically upon the delivery of written notice to US Bank, N.A.
11. In the event of termination, US Bank, N.A. agrees to retain MSA'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 the exception of the following:

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

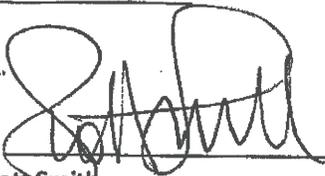
FOR US DEPARTMENT OF ENERGY

Signature: 
Name: Timothy E. Corbett
Title: Contracting Officer
Date: 6/27/2018

FOR MSA

Signature: 
Name: Richard A. Olsen
Title: Vice President, Chief Financial Officer
Date: JUNE 25, 2018

FOR US BANK, N.A.

Signature: 
Name: Scott Smith
Title: Relationship Manager
Date: 6/25/18

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, Stanley J. Bonussen, certify that I am the Secretary & General Counsel of the limited liability company named herein; that Richard A. Olsen, who signed this Agreement on behalf of MSA, was then Vice President, Finance and Administration of said company; and that said Agreement was duly signed for and in behalf of said company by authority of its governing body and is within the scope of its corporate powers.


(Corporate Seal) (Signature)

SCHEDULE OF FINANCIAL INSTITUTION PROCESSING CHARGES

BANKING SERVICE CHARGES

07/01/2018 - 06/30/2019

DEPOSITORY SERVICE

		Processing Charges
010 000	ACCOUNT MAINTENANCE	8.0000
010 101	PAPER CREDITS	0.2000
010 101	ELECTRONIC CREDITS	0.2000
010 100	ELECTRONIC DEBITS	0.1000
150 101	REJECT CHECKS PAID	0.1000
100 400	RETURNED DEPOSITED ITEMS	3.2500
000 230	RETURNED ITEM IMAGE VIEWED	0.0700
000 230	DEPOSIT COVERAGE	
150 240	CHECK FILTER MONTHLY MAINT RELATED ACCT TRANSFER BY PHONE	10.0000
010 600		6.0000
000 210	CHARGE FOR NEG COLL BALANCE	0.0071

variable rate
 pass-through,
 new rate as of
 Jan 1

ACCOUNT RECONCILEMENT SERVICES

150 030	FULL/POS PAY MAINT	60.0000
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150 120	FULL/POS PAY PER ITEM	0.0400
200 010	ARP FULL MAINT	85.0000
151 200	RECON PRINTING/MAILING FEE	6.0000
200 306	SP ARP RECON OUTSTANDING MAINT	10.0000
200 301	ARP TRANSMISSION OUTPUT	5.0000
010 802	FILE LEVEL ENCRYPTION MO MAINT	55.0000

SINGLEPOINT

400 272	SP CURRENT DAY DETAIL-ACCT - NEXT	10.0000
400 272	SP CURRENT DAY PER ITEM DET	0.0500
400 272	SP CURRENT DAY PER ITEM SUM	0.0500
400 272	SP PREVIOUS DAY DETAIL - ACCT 2nd	10.0000
400 272	SP PREVIOUS DAY PER ITEM DET	0.0500
400 272	SP PREVIOUS DAY PER ITEM SUM	0.0500
010 407	ACCOUNT ANALYSIS REPORT	10.0000
409 999	MONTHLY DDA STATEMENT PDF	5.0000
250 720	SP ACH RETURN AND NOC REPORT - FIRST	2.5000
300 225	EDI REMITTANCE REPORT	35.0000
050 311	SP LOCKBOX DETAIL REPORT	50.0000
400 110	PREVIOUS DAY XMIT MO MAINT NEXT	10.0000
400 110	PREV DAY XMIT-PER TRANSMIT	15.0000
400 232	PREVIOUS DAY XMIT-PER TRANSMIT	0.0500
150 410	SP STOP PAYMENTS-PER STOP	9.0000
250 000	SP ACH POSITIVE PAY MO MAINT	17.5000
151 350	SP IMAGE MONTHLY ACCT MAINT	25.0000

WIRE TRANSFERS

350 300	INCOMING FEDWIRE	6.5000
350 712	INCOMING INTL WIRE	10.0000
350 123	INTERNAL WIRE CREDIT	6.0000
350 202	BANK - FEDWIRE REPETITIVE	7.5000
350 300	INCOMING FEDWIRE CTP	5.0000
350 10Z	BATCH WIRES	9.5000
350 701	BATCH WIRES INTL USD	20.0000
300 000	BATCH WIRE CUSTOM MNTHLY MAINT	150.0000
350 199	BATCH WIRE TRNSLATION PAYMENT	0.0800
300 100	BATCH WIRE TRANSMISSION	12.0000
350 520	DRAWDOWN REQUEST OUTBOUND	7.5000
350 104	SINGLEPOINT FEDWIRE NON-REP	10.0000
350 700	SINGLEPOINT INTL USD NON-REP	20.0000
350 120	SINGLEPOINT INTERNAL	6.0000

ZERO BALANCE ACCOUNTS

010 020	ZBA LEAD	15.0000
010 021	ZBA SUBSIDIARY	10.0000

CONTROLLED DISBURSEMENT

150 000	CONTROLLED DISB - FIXED	100.0000
150 110	CONTROLLED DISB - PER ITEM	0.1000

IMAGE SERVICES

151 351	SP CKS PD PER ITEM STORED	0.0350
151 350	MONTHLY MAINTENANCE - PER ACCT	25.0000
151 351	IMAGE ARCHIVE PER CHECK IMAGE	0.0600
151 353	IMAGE ARCHIVE - PER CD-ROM	5.0000
151 352	SP SHORT TERM IMGS RETRIEVED	2.0000

LOCKBOX

050 000	LOCKBOX MONTHLY MAINT-SEATTLE	95.00
050 300	LOCKBOX DEPOSIT-SEATTLE (PER Credit)	0.75
050 100	LOCKBOX PER ITEM-SEATTLE	0.28
050 500	LOCKBOX EXCEPT/RETURN-SEATTLE	0.25
050 126	LOCKBOX DATA KEYSTROKE-SEATTLE	0.0100
050 11R	WLBX IMAGE CHECK/COUPON-SEATTLE	0.0500
050 11R	WLBX IMAGE DOCUMENT-SEATTLE	0.1500
050 11R	WLBX IMAGE MONTHLY-SEATTLE	105.0000
050 002	WLBX ANNUAL RENTAL-SEATTLE	
100 214	LOCKBOX DEPOSITED ITEM	0.0500

USPS annual pass through

ACH SERVICE

250 202	INTL ACH RECEIVED ITEM	0.5000
250 000	ACH MONTHLY MAINTENANCE	25.0000
250 120	ACH ORIGINATED ADDENDA ITEM	0.0200
250 501	ACH PROCESS RUN	5.0000
250 102	ACH ORIG TRANSIT ITEM	0.1200
250 102	ACH ORIGINATED ON-US ITEM	0.12

250 202	ACH RECEIVED ITEM	0.12
250 220	ACH RECEIVED ADDENDA ITEM	0.02
251 050	ACH BLOCK MTHLY MAINT PER ACCT	8.0000
250 302	ACH RETURN PER ITEM	2.5000
251 070	ACH NOTIFICATION OF CHANGE	2.5000
250 400	ACH RETURN/NOC ELECTRONIC	2.5000
250 640	ACH ITEM ADJUSTMENT REQUEST	3.0000
300 010	ACH REMITTANCE MONTHLY MAINT	35.0000

COIN AND CURRENCY SERVICES

100 01Z	CASH DEPOSITED-PER \$100	0.0800
100 000	BRANCH DEPOSIT PROCESSING FEE	1.2500

ELECTRONIC DEPOSIT SERVICES

101 300	EDM MONTHLY MAINTENANCE - FIRST	80.0000
101 300	EDM MONTHLY MAINTENANCE - NEXT	15.0000
101 300	OED WEB CLIENT MAINTENANCE	38.0000
109 999	OED CREDIT	1.2500
101 311	OED CHECK ITEM ON US	0.1000
101 310	OED CHECK ITEM - TRANSIT	0.1200

MISCELLANEOUS CHARGES

Mission Support Contract
Contract No: DE-AC06-09RL14728

Section J
Modification 716

999 999	MERCHANT DISCOUNT	
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Pass-through of
Merchant
activity if
applicable