

**PART III – SECTION J, ATTACHMENT B**

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

*Effective February 1, 2005 – September 30, 2024*

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

This Agreement is entered into by and between the UNITED STATES OF AMERICA, represented by the Department of Energy (hereinafter referred to as "DOE" or "Government"), Battelle Energy Alliance, LLC, a corporation/legal entity existing under the laws of the State of Delaware (hereinafter referred to as the "Contractor") and U.S. Bank National Association, a national banking association formed under the laws of the United States of America, with an office located at 425 Walnut Street, Cincinnati, Ohio (hereinafter referred to as "Financial Institution").

**RECITALS**

- (a) On the effective date of November 9, 2004, DOE and the Contractor entered into Contract No. DE-AC07-05ID14517, or a Supplemental Agreement(s) thereto, providing for the transfer of funds on a payment-cleared basis.
- (b) DOE requires that amounts transferred to the Contractor there under be deposited in a special demand deposit account at a financial institution covered by Treasury - approved Government deposit insurance organizations that are identified in I 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 Financial Institution.

- (c) The special demand deposit accounts shall be designated:
  - 1. Battelle Energy Alliance, LLC - Master Account  
Contract No. DE-AC07-05ID 14517 Department of Energy
  - 2. Battelle Energy Alliance, LLC - \*Payroll Account (Check)  
Contract No. DE-AC07-05ID14517 Department of Energy
  - 3. Battelle Energy Alliance, LLC - \*Payroll Account (Direct Deposit)  
Contract No. DE-AC07-05IOJ45 17 Department of Energy
  - 4. Battelle Energy Alliance, LLC - \*Accounts Payable Account  
Contract No. DE-AC07-05ID14517 Department of Energy
  - 5. Battelle Energy Alliance, LLC - \*Merchant Account  
Contract No. DE-AC07-05ID 14517 Department of Energy
  - 6. Battelle Energy Alliance, LLC - \*\* Royalty Account  
Contract No. DE-AC07-05ID 14517 Department of Energy

\* Zero balance or controlled disbursement account closed to the Master Account on a daily basis

\*\* The Royalty Account is not part of the payments cleared financing arrangement

## 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 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, payments requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Financial Institution according to the Financial Institution's record retention schedule and applicable law, whichever is longer, however, for a period of not less than 7 years from the date of the transaction.
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 the Contractor at:  
  
Ms. Iris E. Anderson  
Chief Financial Officer  
Battelle Energy Alliance, LLC  
PO Box 1625  
2525 Fremont Avenue  
Idaho Falls, ID 83415-3670
5. DOE shall authorize funds that shall remain available to the extent that obligations have been incurred in good faith there under 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 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.
6. The Financial Institution shall draw funds from an Automated Standard Application for Payment (ASAP) I031 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.

7. The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in Agreement No. 00040003, dated February 1, 2005. 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 bid 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 clearinghouse authorization transfer to the Financial Institution in payment thereof.
8. The Financial Institution shall post collateral 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 Treasury-approved deposit insurance.
9. This Agreement, with all its provisions and covenants, shall be in effect beginning on the 1<sup>st</sup> day of February, 2005 and ending on the 30<sup>th</sup> day of September, 2024.
10. 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 13.
11. DOE or the Contractor may terminate this Agreement at any time upon 30 days 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 that precludes the effective utilization of the Government's cash resources.
12. Notwithstanding the provisions of Covenants 10 and 11, 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.
13. In the event of termination, the Financial Institution agrees to retain the Contractors' special demand deposit accounts for an additional 90-day period to clear outstanding payment items.
14. This Agreement shall continue in effect for the 90-day additional period, with the exception of the following:
  1. Term Agreement (Covenant 9)
  2. Termination of Agreement (Covenant 10 and 11)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.
15. 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.
16. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. The parties agree that signatures that are transmitted by facsimile or other electronic means shall be binding as of the effective date prescribed in paragraph 9 and to the same extent as original signatures. The parties agree to accept a digital image of this Agreement, as executed, as a true and correct

original and admissible as best evidence for the purpose of state law, Federal Rule of Evidence 1002, and similar statutes and regulations.



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

\_\_\_\_\_  
Date Signed

By: Jeffrey C. Fogg  
(Contracting Officer)



Digitally signed by Jeffrey  
C. Fogg  
Date: 2020.06.10 08:07:45  
-06'00'

\_\_\_\_\_  
(Signature of Contracting Officer)

WITNESS

Adam D. Andersen

\_\_\_\_\_  
(Typed 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

Battelle Energy Alliance, LLC  
(Contractor)

Digitally signed by  
Andersen, Adam D  
(ANDEAD)

By: Iris E. Anderson  
(Contractor's Representative)



\_\_\_\_\_  
(Signature of Contractor's Representative)

Chief Financial Officer  
PO Box 1625, Idaho Falls, ID 83415-3670

6/3/2020

\_\_\_\_\_  
(Date Signed)

Douglas Siegel

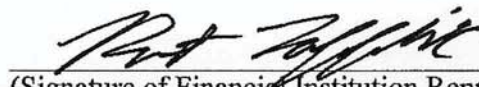
\_\_\_\_\_  
(Name of Witness)

U.S. Bank National Association  
(Financial Institution)

Robert E Loffink  
(Financial Institution Representative)



\_\_\_\_\_  
(Signature of Witness)



\_\_\_\_\_  
(Signature of Financial Institution Representative)

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

Senior Vice President  
555 SW Oak Street, Portland, OR 97204

5-27-2020

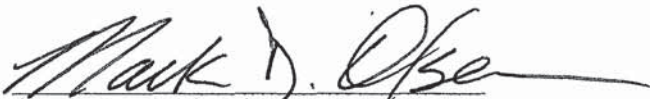
\_\_\_\_\_  
(Date Signed)

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, Mark D. Olsen, certify that I am the Secretary of the limited liability company (LLC) named as Contractor herein; that Iris E. Anderson, who signed this Agreement on behalf of the Contractor, was then Chief Financial Officer of said LLC and that said Agreement was duly signed for and in behalf of said LLC by authority of its governing body and is within the scope of its corporate powers.

  
(Corporate Seal) (Signature)

NOTE

The 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, Douglas Siegel, certify that I employee of U.S. Bank National Association, the Financial Institution named herein; that Robert E Loffink, who signed this Agreement on behalf of the Financial Institution, was then Senior Vice President of the Financial Institution and that said Agreement was duly signed for and in behalf of Financial Institution by authority of its governing body and is within the scope of its powers.

  
(Signature)