

APPENDIX C

SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT

**Applicable to the Operations of
Brookhaven National Laboratory**

APPENDIX C

SPECIAL FINANCIAL INSTITUTION ACCOUNT

History of Amendments

<u>Amendments</u>	<u>Dated</u>
Original Letter of Credit	December 22, 1997
Amendment to Agreement	April 3, 2003
Amendment to Agreement	April 8, 2004
Amendment to Agreement	September 29, 2004
Amendment to Agreement	November 30, 2007
Amendment to Agreement	December 31, 2009
Amendment to Agreement	May 3, 2010
Extension of Agreement	January 5, 2015
Extension of Agreement	February 10, 2015
Amendment to Agreement	March 13, 2015

CHECKS-PAID METHOD OF LETTER OF CREDIT FINANCING

This agreement is entered into this First day of January 1998, between the UNITED STATES OF AMERICA, represented by the Department of Energy (hereinafter referred to as DOE); Associated Universities, Inc., corporation/legal entity existing under the laws of the State of New York, or successor contractor, (hereinafter referred to as the Contractor); and Chase Manhattan Bank, a banking institution wholly owned by Chase Manhattan Corporation, existing under the laws of the State of New York, located at 55 Water Street, Room 718, New York City, NY 10041, (hereinafter referred to as the Bank).

RECITALS

- (a) On the effective date of August 21, 1995, DOE and the Contractor entered into Modification No. M327 of Contract No. DE-AC02-76CH00016, or successor contract, providing for transfer of funds on a payments-cleared basis.
- (b) DOE requires that amounts transferred to the Contractor thereunder be deposited in a Special Demand Deposit Account at a financial institution covered by the U.S. Department of 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 Bank.

- (c) The special demand deposit account shall be designated Associated Universities, Inc. (or successor Contractor)/Brookhaven National Laboratory General Operating 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 or claim of the Bank or others with respect to such accounts.
- (2) The provisions of said contract(s) between DOE and the Contractor relating to the transfer of funds into and withdrawal of funds from the special demand deposit account, but the Bank shall not be responsible for the application of funds withdrawn from said account. After receipt by the Bank of directions from DOE, 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 stationary 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 a 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, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Bank for a period of six (6) years after the final payment under this 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, the Bank will promptly notify the Department of Energy at the Chicago Operations Office, 9800 S. Cass Avenue, Argonne, Illinois 60439.
- (5) DOE shall authorize funds that shall remain available to the extent that obligations that have been incurred in good faith thereunder by the Contractor [Associated Universities, Inc., or successor 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 as close to zero as administratively possible.

If the calculated average daily balance for the month, inclusive of the time deposit account, results in a positive account balance which exceeds the balance needed to cover transaction costs for that month, and the financial institution had no control over the positive balance, the financial institution will compensate DOE for the loss of the availability of funds by multiplying the average daily balance for the month by the Treasury Tax and Loan Funds Rate divided by 12. If the financial institution caused the positive account balance, it shall compensate by multiplying the excess fund balance by the Federal Funds Rate adjusted for the proper period of time. The compensation will be remitted to the cognizant DOE finance office.

The Bank agrees to service the account in this manner based on the requirements and specifications contained in this Agreement, in consideration of the placement by DOE of a noninterest-bearing time deposit in an amount agreed upon. The Bank agrees that per item costs, detailed in the Attachment C "Quotation Pricing Sheet" contained in the Bank's aforesaid bid will remain constant during the term of this Agreement, but may be reviewed for adequacy at the request of either party, with a formal review required semiannually. The contractor will withdraw \$565,000 in funds from the special demand deposit account in the Bank. This account will hereinafter be defined as the time deposit account. The funds in the time deposit will remain on deposit and shall not be withdrawn or used for any purposes without the authorization of DOE. The amount of the deposit may be adjusted upward or downward but only with the approval of DOE.

- (6) The Bank will post collateral, acceptable under Department of Treasury Circular No. 176, with the Federal Reserve Bank in amount equal to the net balances (including the noninterest-bearing time deposit account) in all of the accounts included in this Agreement.
- (7) This Agreement, with all its provisions and covenants, shall be in effect for a term of two years, beginning on the first day of January, 1998, and ending through the thirty-first day of December, 1999.
 - (a) DOE may extend the term of this Agreement for an additional one year term by written notice to the Contractor and the Bank provided that DOE shall give the Contractor and Bank a preliminary written notice of its interest at least 90 days before this Agreement expires. The preliminary notice does not commit DOE to an extension.
 - (b) If the DOE exercises this option, the extended agreement shall be considered to include this option provision.
 - (c) The duration of the Agreement, including the exercise of any options under this Covenant, shall not extend past December 31, 2000.

- (8) DOE or the Contractor may terminate this Agreement at any time within the agreement period submitting written notice to the other parties 90 (ninety) days prior to the desired termination date. The specific provisions for operating the account during the 90 (ninety) day period are contained in Covenant (11).
- (9) DOE or the Contractor may terminate this Agreement at any time within the agreement period 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 a 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 the contract (referenced in Recital (a) between the DOE and the Contractor) is not renewed or is terminated, this Agreement between DOE, the Contractor and the Bank may be terminated automatically by DOE or will be assignable to a successor Contractor upon the delivery of written notice to the Bank.
- (11) In the event of termination or expiration the Bank agrees to retain the Contractor's special demand deposit account for an additional 90-day period to clear outstanding payment items. Within seven (7) days of expiration of the agreement an analysis of the special demand deposit account shall be made by the DOE to determine whether an insufficient or excessive balance was maintained in the time deposit account to compensate the Bank for services rendered up to the expiration date.
- (a) If the analysis indicates that the Bank has been insufficiently compensated for services rendered up to the expiration of the Agreement, the Contractor shall-
- (1) Maintain on deposit, during this 90 day period; sufficient Federal funds to reimburse the Bank for prior cumulative loss of earnings, and
- (2) Maintain on deposit in the time deposit account sufficient Federal funds to compensate the bank for services rendered.
- (b) If the analysis indicates that the Bank has been overcompensated for services rendered up to the expiration of the Agreement, DOE shall close out the time deposit account and secure from the Bank a payment in an amount equal to the cumulative excess compensation less compensation for estimated services to be rendered during the 90-day period.
- (c) If cumulative excess compensation is not sufficient to compensate the Bank for services rendered during the 90-day period, adjustments will be made to the time deposit account to compensate the Bank for the difference between the cost of services rendered during the 90-day period and the cumulative excess compensation.

During the entire 90 day period, it is further understood that:

- (a) The Bank shall maintain collateral in an amount sufficient to collateralize the highest balance in the account, less Federal Deposit Insurance Corporation coverage on the accounts.
- (b) All service charges shall be consistent with the amounts reflected in this Agreement.
- (c) All terms and conditions of the aforesaid bid submitted by the Bank which are not inconsistent with this 90-day additional term shall remain in effect

- (d) This agreement shall continue in effect, with exception of the following:
- (1) Funds Authorized (Covenant 5)
 - (2) Term Agreement (Covenant 7).
 - (3) Termination of Agreement (Covenant 8 and 9).

The Bank has submitted the forms entitled "Offeror Representations and Certifications" and "Quotation Pricing Sheet," the latter of which includes the calculation of required compensating balance. These forms have been accepted by the Contractor and the Government and are incorporated herein with the document entitled "Financial Institution's Information on the Checks-Paid Letter of Credit" 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, including the amount of the time deposit agreed to herein, shall not be valid unless signed by the Contracting Officer.

IN WITNESS WHEREOF the parties hereto have caused this Agreement which consists of 5 pages including the signature pages, to be executed as of the day and year first above written.

12-5-97
Date Signed

ROBERT P. GORDON
CONTRACTING OFFICER
By _____
(Typed name of Contracting Officer)

Robert P. Gordon
(Signature of Contracting Officer)

WITNESS

(Typed Name of Witness)

Associated Universities, Inc.
(Typed Name of Contractor)

(Signature of Witness)

By Jerome Hudis
(Typed Name of Contractor's Representative)

Jerome Hudis
(Signature of Contractor's Representative)

Note-In case of corporation,
Witness not required. Type
Names under all signatures.

Vice President and Controller
(Title)

1400 16th Street, N.W.
Washington, DC 20036
(Address)

December 3, 1997
(Date of Signature)

(Typed Name of Witness)

The Chase Manhattan Bank
(Typed Name of Bank)

Signature of Witness)

By Joseph M. Bognanno
(Name of Bank Representative)

Joseph M. Bognanno
(Signature of Bank Representative)
*See attached letter.

Note-In case of corporation,
Witness not required. Type
Names under all signatures.

Vice President
(Title)

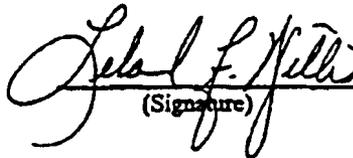
One Chase Square - Tower 8
Rochester, NY 14643
(Address)

December 22, 1997
(Date of Signature)

NOTE-The Contractor, if a corporation, should 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, Leland F. Willis, certify that I am the Vice President of
Environmental Safety and Health of the corporation named as Contractor herein; that
Jerome Hudis, who signed this Agreement on behalf of
the Contractor was then Vice President and Controller of said corporation; 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.

 (Signature) _____ (Corporate Seal)

NOTE-Bank Repository, if a corporation, should 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, _____, certify that I am the _____
Of the corporation named as Bank Depository herein: that _____,
Who signed this Agreement on behalf of the Bank Depository was then _____
Of said corporation, the said Agreement was duly signed for and in behalf of said corporation by
Authority of its governing body, and is within the scope of corporate powers.

_____ (Corporate Seal)
(Signature)

AG(C)

**AMENDMENT TO AGREEMENT
CHECKS-PAID METHOD OF LETTER OF CREDIT FINANCING**

This is an Amendment to the Agreement entered into the First day of January 1998 between the UNITED STATES OF AMERICA, represented by the Department of Energy (hereinafter referred to as DOE); Associated Universities, Inc., corporation/legal entity existing under the laws of the State of New York, or successor contractor, (hereinafter referred to as the Contractor); and Chase Manhattan Bank, a banking institution wholly owned by Chase Manhattan Corporation, existing under the laws of the State of New York, located at 55 Water Street, Room 718, New York City, NY 10041, (hereinafter referred to as the Bank).

WHEREAS, the parties entered into an Agreement dated the First day of January 1998 entitled "Checks-Paid Method of Letter of Credit Financing;" and

WHEREAS, Brookhaven Science Associates, LLC succeeded Associated Universities, Inc. as the Contractor for Brookhaven National Laboratory effective the First day of March 1998; and

WHEREAS, The Chase Manhattan Corporation merged with J.P. Morgan & Co. Incorporated on December 31, 2000; and

WHEREAS, the parties have proceeded under the aforesaid Agreement from the First day of March 1998 until the date hereof; and

WHEREAS, the parties are desirous of formally extending the term of the aforesaid Agreement;

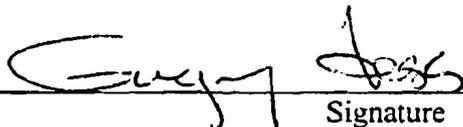
NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The Term of the Agreement with all its provisions and covenants is hereby extended through the Fourth day of January 2004.
2. DOE may extend the Term of the Agreement for an additional period of time to be contemporaneous with any extension of time granted by DOE to the Contractor for the operation of Brookhaven National Laboratory, provided DOE gives written notice to the Contractor and the Bank at least ninety days prior to the Fourth day of January 2004. Such notice shall not commit DOE to the extension, which shall only occur after a formal amendment to the agreement is executed by the parties.

NOTE: The Contractor, if a Company, should cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Amendment and the Certificate.

CERTIFICATE

I, Gregory Fess, certify that I am the Secretary of the Company named as Contractor herein; that Brian P. Sack, who signed this Amendment on behalf of the Contractor was then Chief Financial Officer of said Company; that said Amendment was duly signed for and in behalf of said Company by authority of its governing body, and is within the scope of its Company powers.



Signature (Company Seal)

NOTE: Bank Repository, if a Corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Amendment and the Certificate.

CERTIFICATE

I, Margaret E. Garity, certify that I am ~~the~~ an Assistant Secretary of the Corporation named as Bank Depository herein; that Joseph M. Bagnano who signed this Amendment on behalf of the Bank Depository was then a Vice President of said Corporation; that said Amendment 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.

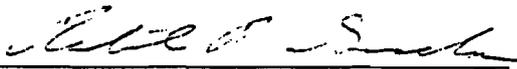


Signature (Corporate Seal)

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

4-4-03
Date Signed

By: Robert P. Gordon, Contracting Officer
(Typed Name of Contracting Officer)


(Signature of Contracting Officer)

WITNESS

(Typed Name of Witness)

Brookhaven Science Associates, LLC
(Typed name of Contractor)

(Signature of Witness)

By: Brian P. Sack
(Typed name of Contractor's Representative)


(Signature of Contractor's Representative)

Note-In case of Company.
Witness not required. Type
names under all signatures.

Chief Financial Officer
(Title)

P.O. Box 5000, Bldg. 460, Upton, NY 11973
(Address)

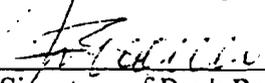
4/2/03
(Date of Signature)

(Typed Name of Witness)

JPMorgan Chase Bank
(Typed name of Bank)

(Signature of Witness)

By: Joseph M. Bognanno
(Name of Bank Representative)


(Signature of Bank Representative)

Note-In case of Company.
Witness not required. Type
names under all signatures.

Vice President
(Title)

One Chase Square-Tower 10, Rochester, NY 14643
(Address)

4/3/03
(Date of Signature)

**AMENDMENT TO AGREEMENT
CHECKS-PAID METHOD OF LETTER OF CREDIT FINANCING**

This is an Amendment to the Agreement entered into the First day of January 1998 between the UNITED STATES OF AMERICA, represented by the Department of Energy (hereinafter referred to as DOE); Associated Universities, Inc., corporation/legal entity existing under the laws of the State of New York, or successor contractor, (hereinafter referred to as the Contractor); and Chase Manhattan Bank, a banking institution wholly owned by Chase Manhattan Corporation, existing under the laws of the State of New York, located at 55 Water Street, Room 718, New York City, NY 10041, (hereinafter referred to as the Bank).

WHEREAS, the parties entered into an Agreement dated the First day of January 1998 entitled "Checks-Paid Method of Letter of Credit Financing;" and

WHEREAS, Brookhaven Science Associates, LLC succeeded Associated Universities, Inc., as the Contractor for Brookhaven National Laboratory effective the First day of March 1998; and

WHEREAS, The Chase Manhattan Corporation merged with J.P. Morgan & Co. Incorporated on December 31, 2000; and

WHEREAS, the parties have proceeded under the aforesaid Agreement from the First day of March 1998 until the date hereof; and

WHEREAS, the parties are desirous of formally extending the term of the aforesaid Agreement;

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The Term of the Agreement with all its provisions and covenants is hereby extended through the Second day of July 2004.
2. DOE may extend the Term of the Agreement for an additional period of time to be contemporaneous with any extension of time granted by DOE to the Contractor for the operation of Brookhaven National Laboratory. Such notice shall not commit DOE to the extension, which shall only occur after a formal amendment to the agreement is executed by the parties.

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

Date Signed

By: Robert P. Gordon, Contracting Officer
(Typed Name of Contracting Officer)


(Signature of Contracting Officer)

WITNESS

(Typed Name of Witness)

Brookhaven Science Associates, LLC
(Typed name of Contractor)

(Signature of Witness)

By: Brian P. Sack
(Typed name of Contractor's Representative)


(Signature of Contractor's Representative)

Note-In case of Company,
Witness not required. Type
names under all signatures.

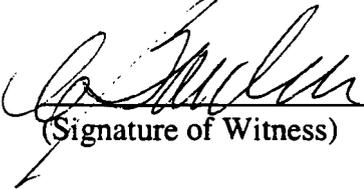
Chief Financial Officer
(Title)

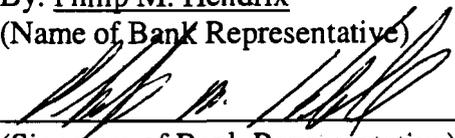
P.O. Box 5000, Bldg. 460, Upton, NY 11973
(Address)

(Date of Signature)

Catherine I. Bowden
(Typed Name of Witness)

JPMorgan Chase Bank
(Typed name of Bank)


(Signature of Witness)

By: Philip M. Hendrix
(Name of Bank Representative)

(Signature of Bank Representative)

Note-In case of Company,
Witness not required. Type
names under all signatures.

Vice President
(Title)

One Chase Square-Tower 10, Rochester, NY 14643
(Address)

April 8, 2004
(Date of Signature)

NOTE: The Contractor, if a Company, should cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Amendment and the Certificate.

CERTIFICATE

I, Gregory Fess, certify that I am the Secretary of the Company named as Contractor herein; that Brian P. Sack, who signed this Amendment on behalf of the Contractor was then Chief Financial Officer of said Company; that said Amendment was duly signed for and in behalf of said Company by authority of its governing body, and is within the scope of its Company powers.

Gregory Fess (Company Seal)
Signature

NOTE: Bank Repository, if a Corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Amendment and the Certificate.

CERTIFICATE

I, Margaret E. Garrity, certify that I am ~~the~~ an Assistant Secretary of the Corporation named as Bank Depository herein; that Philip M. Hendrix, who signed this Amendment on behalf of the Bank Depository was then a Vice President of said Corporation; that said Amendment 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.

Meggy (Corporate Seal)
Signature

**AMENDMENT TO AGREEMENT
CHECKS-PAID METHOD OF LETTER OF CREDIT FINANCING**

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WHEREAS, the parties entered into an Agreement dated the First day of January 1998 entitled "Checks-Paid Method of Letter of Credit Financing;" and

WHEREAS, Brookhaven Science Associates, LLC succeeded Associated Universities, Inc., as the Contractor for Brookhaven National Laboratory effective the First day of March 1998; and

WHEREAS, The Chase Manhattan Corporation merged with J.P. Morgan & Co. Incorporated on December 31, 2000; and

WHEREAS, the parties have proceeded under the aforesaid Agreement from the First day of March 1998 until the date hereof; and

WHEREAS, the parties are desirous of formally extending the term of the aforesaid Agreement;

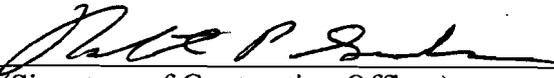
NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The Term of the Agreement with all its provisions and covenants is hereby extended through the Fourth day of January, 2008.
2. DOE may extend the Term of the Agreement for an additional period of time to be contemporaneous with any extension of time granted by DOE to the Contractor for the operation of Brookhaven National Laboratory. Such notice shall not commit DOE to the extension, which shall only occur after a formal amendment to the agreement is executed by the parties.

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

Sept 29, 2004
Date Signed

By: Robert P. Gordon, Contracting Officer
(Typed Name of Contracting Officer)


(Signature of Contracting Officer)

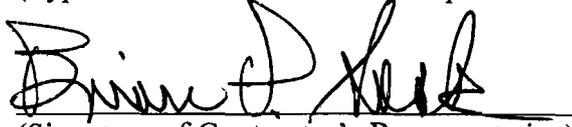
WITNESS

(Typed Name of Witness)

Brookhaven Science Associates, LLC
(Typed name of Contractor)

(Signature of Witness)

By: Brian P. Sack
(Typed name of Contractor's Representative)


(Signature of Contractor's Representative)

Chief Financial Officer
(Title)

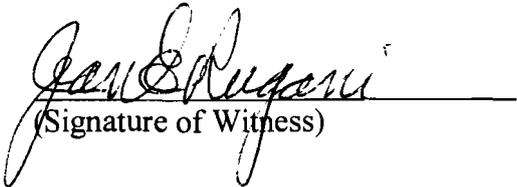
Note-In case of Company,
Witness not required. Type
names under all signatures.

P.O. Box 5000, Bldg. 460, Upton, NY 11973
(Address)

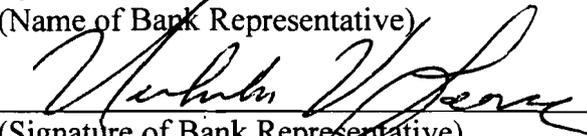
September 29, 2004
(Date of Signature)

Jean E Rugoni
(Typed Name of Witness)

JPMorgan Chase Bank
(Typed name of Bank)


(Signature of Witness)

By: Nicholas V. Leone
(Name of Bank Representative)


(Signature of Bank Representative)

Note-In case of Company,
Witness not required. Type
names under all signatures.

Vice President
(Title)

277 Park Avenue, New York, NY 10172
(Address)

(Date of Signature)

NOTE: The Contractor, if a Company, should cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Amendment and the Certificate.

CERTIFICATE

I, Gregory Fess, certify that I am the Secretary of the Company named as Contractor herein; that Brian P. Sack, who signed this Amendment on behalf of the Contractor was then Chief Financial Officer of said Company; that said Amendment was duly signed for and in behalf of said Company by authority of its governing body, and is within the scope of its Company powers.

Gregory Fess (Company Seal)
Signature

NOTE: Bank Depository, if a Corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Amendment and the Certificate.

CERTIFICATE

I, EMILYN USA LEE, certify that I am the ASSISTANT SECRETARY of the Corporation named as Bank Depository herein; that NICHOLAS V. LEONE, who signed this Amendment on behalf of the Bank Depository was then VICE PRESIDENT of said Corporation; that said Amendment 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.

[Signature] (Corporate Seal)
Signature

**AMENDMENT TO AGREEMENT
CHECKS-PAID METHOD OF LETTER OF CREDIT FINANCING**

This is an Amendment to the Agreement entered into the First day of January 1998 between the UNITED STATES OF AMERICA, represented by the Department of Energy (hereinafter referred to as DOE); Associated Universities, Inc., corporation/legal entity existing under the laws of the State of New York, or successor contractor, (hereinafter referred to as the Contractor); and Chase Manhattan Bank, a banking institution wholly owned by Chase Manhattan Corporation, existing under the laws of the State of New York, located at 55 Water Street, Room 718, New York City, NY 10041, (hereinafter referred to as the Bank).

WHEREAS, the parties entered into an Agreement dated the First day of January 1998 entitled "Checks-Paid Method of Letter of Credit Financing;" and

WHEREAS, Brookhaven Science Associates, LLC succeeded Associated Universities, Inc., as the Contractor for Brookhaven National Laboratory effective the First day of March 1998; and

WHEREAS, The Chase Manhattan Corporation merged with J.P. Morgan & Co. Incorporated on December 31, 2000; and

WHEREAS, the parties have proceeded under the aforesaid Agreement from the First day of March 1998 until the date hereof; and

WHEREAS, the parties are desirous of formally extending the term of the aforesaid Agreement;

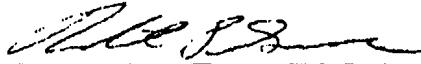
NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The Term of the Agreement with all its provisions and covenants is hereby extended through the Fourth day of January, 2010.
 2. DOE may extend the Term of the Agreement for an additional period of time to be contemporaneous with any extension of time granted by DOE to the Contractor for the operation of Brookhaven National Laboratory. Such notice shall not commit DOE to the extension, which shall only occur after a formal amendment to the agreement is executed by the parties.
-

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

11-16-07
Date Signed

By: Robert P. Gordon, Contracting Officer
(Typed Name of Contracting Officer)


(Signature of Contracting Officer)

WITNESS

(Typed Name of Witness)

Brookhaven Science Associates, LLC
(Typed name of Contractor)

(Signature of Witness)

By: John J. Hauser
(Typed name of Contractor's Representative)


(Signature of Contractor's Representative)

Chief Financial Officer
(Title)

Note-In case of Company,
Witness not required. Type
names under all signatures.

P.O. Box 5000, Bldg. 460, Upton, NY 11973
(Address)

11-16-07
(Date of Signature)

(Typed Name of Witness)

JPMorgan Chase Bank
(Typed name of Bank)

(Signature of Witness)

By: Paul Lionikis
(Name of Bank Representative)


(Signature of Bank Representative)

Note-In case of Company,
Witness not required. Type
names under all signatures.

Vice President
(Title)

420 West Van Buren Street, Floor 09, Chicago, IL 60606
(Address)

11/30/07
(Date of Signature)

NOTE: The Contractor, if a Company, should cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Amendment and the Certificate.

CERTIFICATE

I, Gregory Fess, certify that I am the Secretary of the Company named as Contractor herein; that John J. Hauser, who signed this Amendment on behalf of the Contractor was then Chief Financial Officer of said Company; that said Amendment was duly signed for and in behalf of said Company by authority of its governing body, and is within the scope of its Company powers.



Gregory Fess, Secretary
Brookhaven Science Associates, LLC

(Company Seal)

NOTE: Bank Repository, if a Corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Amendment and the Certificate.

CERTIFICATE

I, _____, certify that I am the _____ of the Corporation named as Bank Depository herein; that _____, who signed this Amendment on behalf of the Bank Depository was then _____ of said Corporation; that said Amendment 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.

Signature (Corporate Seal)

SEE ATTACHED
CERTIFICATE

CERTIFICATE OF
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

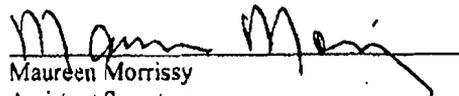
I, Maureen Morrissy, DO HEREBY CERTIFY that I am a duly elected and qualified Assistant Secretary of JPMorgan Chase Bank, National Association, a national banking association duly organized and existing under the laws of the United States of America (the "Bank") and that set forth below is a true and correct copy of resolutions duly adopted by the directors of the Bank pursuant to a unanimous written consent dated January 17, 2007. I further certify that said resolutions, at the date hereof, are still in full force and effect.

RESOLVED that loan agreements, contracts, indentures, mortgages, deeds, releases, conveyances, assignments, transfers, certificates, certifications, declarations, leases, discharges, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, guarantees, proxies, requisitions, demands, proofs of debt, claims, records, notes signifying indebtedness of JPMorgan Chase Bank, N.A. (the "Bank"), and any other contracts, instruments or documents in connection with the conduct of the business of the Bank, whether or not specified in the resolutions of the Bank's Board of Directors (the "Board") may be signed, executed, acknowledged, verified, delivered or accepted on behalf of the Bank by the Chairman of the Board, the Chief Executive Officer, the President, the Chief Operating Officer, a Vice Chairman of the Board, a Vice Chairman, any member of the Operating Committee or Executive Committee, any Executive Vice President, the Chief Financial Officer, the Treasurer, the Controller, the Chief Risk Officer, the Secretary, any Senior Vice President, any Managing Director, any Vice President, or any other officer who the Secretary or any Assistant Secretary certifies as having a functional title or official status which is equivalent to any of the foregoing, and the seal of the Bank may be affixed to any thereof and attested by the Secretary, any Vice President or any Assistant Secretary; *provided, however*, that any guarantees, comfort letters or other letters of support issued by the Bank in respect of obligations of any of the Bank's affiliates or subsidiaries ("Support Documents") may be executed only where consistent with such resolutions of the Board dated the date hereof, as may be amended, relating to the provision of Bank guarantees and other support issued by the Bank in respect of obligations of its subsidiaries and affiliates;

RESOLVED that powers of attorney may be executed on behalf of the Bank by the Chairman of the Board, the Chief Executive Officer, the President, the Chief Operating Officer, a Vice Chairman of the Board, a Vice Chairman, any member of the Operating Committee or Executive Committee, any Executive Vice President, the Chief Financial Officer, the Treasurer, the Controller, the Chief Risk Officer, the Secretary, any Senior Vice President, and by any Managing Director having a rank equivalent to Senior Vice President; *provided, however*, that such powers of attorney may not provide authority for signing Support Documents except as where consistent with such resolutions of the Board dated the date hereof, as may be amended, relating to the provision of Bank guarantees and other support issued by the Bank in respect of obligations of its subsidiaries and affiliates.

I further certify that **PAUL M. LIONIKIS** is a Vice President of JPMorgan Chase Bank, National Association and is empowered to act in conformity with the above resolutions.

WITNESS my hand and the seal of JPMorgan Chase Bank, National Association as of this 3rd day of December, 2007.


Maureen Morrissy
Assistant Secretary

(Corporate Seal)

**AMENDMENT TO AGREEMENT
CHECKS-PAID METHOD OF LETTER OF CREDIT FINANCING**

This is an Amendment to the Agreement entered into the First day of January 1998 between the UNITED STATES OF AMERICA, represented by the Department of Energy (hereinafter referred to as DOE); Associated Universities, Inc., corporation/legal entity existing under the laws of the State of New York, or successor contractor, (hereinafter referred to as the Contractor); and Chase Manhattan Bank, a banking institution wholly owned by Chase Manhattan Corporation, existing under the laws of the State of New York, located at 55 Water Street, Room 718, New York City, NY 10041, (hereinafter referred to as the Bank).

WHEREAS, the parties entered into an Agreement dated the First day of January 1998 entitled "Checks-Paid Method of Letter of Credit Financing;" and

WHEREAS, Brookhaven Science Associates, LLC succeeded Associated Universities, Inc., as the Contractor for Brookhaven National Laboratory effective the First day of March 1998; and

WHEREAS, The Chase Manhattan Corporation merged with J.P. Morgan & Co. Incorporated on December 31, 2000; and

WHEREAS, the parties have proceeded under the aforesaid Agreement from the First day of March 1998 until the date hereof; and

WHEREAS, the parties are desirous of formally extending the term of the aforesaid Agreement;

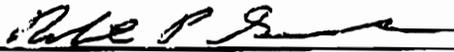
NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The Term of the Agreement with all its provisions and covenants is hereby extended through the Fourth day of January, 2015.
2. DOE may extend the Term of the Agreement for an additional period of time to be contemporaneous with any extension of time granted by DOE to the Contractor for the operation of Brookhaven National Laboratory. Such notice shall not commit DOE to the extension, which shall only occur after a formal amendment to the agreement is executed by the parties.

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

12-30-09
Date Signed

By: Robert P. Gordon, Contracting Officer
(Typed Name of Contracting Officer)


(Signature of Contracting Officer)

WITNESS

(Typed Name of Witness)

Brookhaven Science Associates, LLC
(Typed name of Contractor)

(Signature of Witness)

By: Mark Israel
(Typed name of Contractor's Representative)


(Signature of Contractor's Representative)

Note-In case of Company,
Witness not required. Type
names under all signatures.

Assistant Laboratory Director for Finance
(Title)

P.O. Box 5000, Bldg. 460, Upton, NY 11973
(Address)

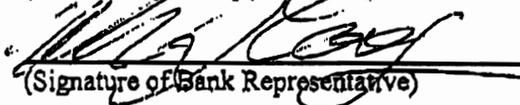
12-28-09
(Date of Signature)

(Typed Name of Witness)

JPMorgan Chase Bank
(Typed name of Bank)

(Signature of Witness)

By: Chris Casey
(Name of Bank Representative)


(Signature of Bank Representative)

Note-In case of Company,
Witness not required. Type
names under all signatures.

Vice President
(Title)

1 Chase Manhattan Plaza, Floor 8, New York, NY 10005
(Address)

12-31-09
(Date of Signature)

NOTE: The Contractor, if a Company, should cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Amendment and the Certificate.

CERTIFICATE

I, Michael Goldman, certify that I am the Secretary of the Company named as Contractor herein; that Mark Israel, who signed this Amendment on behalf of the Contractor was then Assistant Laboratory Director for Finance of said Company; that said Amendment was duly signed for and in behalf of said Company by authority of its governing body, and is within the scope of its Company powers.



Signature (Company Seal)

NOTE: Bank Repository, if a Corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Amendment and the Certificate.

CERTIFICATE

I, _____, certify that I am the _____ of the Corporation named as Bank Depository herein; that _____, who signed this Amendment on behalf of the Bank Depository was then _____ of said Corporation; that said Amendment 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.

Signature (Corporate Seal)

**AMENDMENT TO AGREEMENT
CHECKS-PAID METHOD OF LETTER OF CREDIT FINANCING**

This is an Amendment entered into as of January 1, 2010 (the "Amendment") to the Agreement entitled "Checks-Paid Method of Letter of Credit Financing" entered into the First day of January 1998 (the "Agreement") between UNITED STATES OF AMERICA, represented by the Department of Energy (hereinafter referred to as "DOE"); Associated Universities, Inc., corporation/legal entity existing under the laws of the State of New York, or successor contractor, (hereinafter referred to as the "Contractor"); and Chase Manhattan Bank, a banking institution wholly owned by Chase Manhattan Corporation, existing under the laws of the State of New York, located at 55 Water Street, Room 718, New York City, NY 10041, now known as JPMorgan Chase Bank, N.A., a national banking association organized under the laws of the United States of America with offices at 1 Chase Manhattan Plaza, Floor 8, New York, NY 10005 (the "Bank").

WHEREAS, the DOE, the Contractor and the Bank may be referred to collectively in this Amendment as the "parties"; and

WHEREAS, Brookhaven Science Associates, LLC succeeded Associated Universities, Inc., as the Contractor for Brookhaven National Laboratory effective the First day of March 1998; and

WHEREAS, through several mergers, JPMorgan Chase Bank, N.A. succeeded Chase Manhattan Bank as the Bank;

WHEREAS, the parties have proceeded under the aforesaid Agreement as amended from time to time from the First day of March 1998 until the date hereof; and

WHEREAS, the parties are desirous of formally extending the term of the aforesaid Agreement;

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The term of the Agreement with all its provisions and covenants as amended from time to time is hereby extended through the Fourth day of January, 2015.
2. DOE may extend the Term of the Agreement for an additional period of time to be contemporaneous with any extension of time granted by DOE to the Contractor for the operation of Brookhaven National Laboratory. Such notice shall not commit DOE, the Contractor or the Bank to the extension, which shall only occur after a formal amendment to the Agreement is executed by the parties.

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

March 30, 2010
Date Signed

By: Robert P. Gordon, Contracting Officer


(Signature of Contracting Officer)

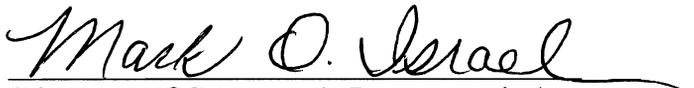
WITNESS

(Typed Name of Witness)

Brookhaven Science Associates, LLC
(Typed Name of Contractor)

(Signature of Witness)

By: Mark O. Israel


(Signature of Contractor's Representative)

Assistant Laboratory Director for Finance
(Title)

Note-In case of Company,
Witness not required. Type
Names under all Signatures.

P.O.Box 5000, Bldg 460, Upton, NY 11973
(Address)

(Date of Signature)

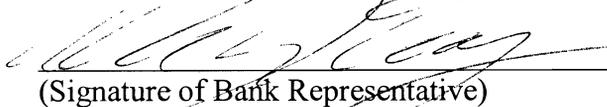
(Typed Name of Witness)

JPMorgan Chase Bank, N.A.
(Typed Name of Bank)

(Signature of Witness)

By: Christopher J. Casey
(Name of Bank Representative)

Note In-case of Company,
Witness not required. Type
Names under all Signatures.


(Signature of Bank Representative)

Vice President
(Title)

1 Chase Manhattan Plaza, Floor 8, New York, NY 10005
(Address)

MAY 3, 2010
(Date of Signature)

NOTE: The Contractor, if a Company, should cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Amendment and the Certificate.

CERTIFICATE

I, Michael Goldman, certify that I am the Secretary of the Company named as Contractor herein; that Mark Israel, who signed this Amendment on behalf of the Contractor was then Assistant Laboratory Director for Finance of said Company; that said Amendment was duly signed for and in behalf of said Company by authority of its governing body, and is within the scope of its Company powers.



Signature (Company Seal)

NOTE: Bank Repository, if a Corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Amendment and the Certificate.

CERTIFICATE

I, Dale R. Granchalek, certify that I am an Executive Director of the national banking association named as Bank herein; that Christopher J. Casey who signed this Amendment on behalf of the Bank was then Vice President of said association; that said Amendment was duly signed for and in behalf of said association by authority of its governing body, and is within the scope of its corporate powers.



Signature (Association Seal)

Rikki O. Jones
Executive Director and Associate General Counsel
Legal and Compliance Department

January 5, 2015

Anne Troutman, Legal Counsel
Brookhaven Science Associates, LLC
Brookhaven National Laboratory, Building
460
Upton, NY 11973

RE: DOE Contract DE-AC02-98CH10886 Extension

Dear Ms. Troutman:

As requested, we are confirming our agreement to extend the terms of the current Letter of Credit arrangement under DOE Contract DE-AC02-98CH10886 to your new DOE Contract DE-SC0012704, effective January 5, 2015 through February 5, 2015.

Very truly yours,

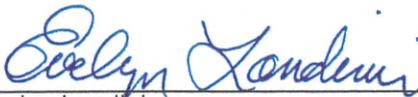


Rikki O. Jones
Executive Director and Associate General Counsel

CC: Eugene Waiters
Jonathan Jenkins



Anne Troutman
BSA/BNL Legal Counsel



Evelyn Landini
DOE Business Management Division Director

J.P.Morgan

February 10, 2015

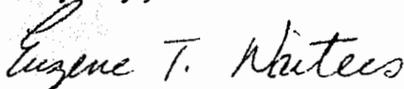
Anne Troutman, Legal counsel
Brookhaven Science Associates, LLC
Brookhaven National Laboratory, Building 460
Upton, NY 11973

RE: DOE Contract DE-AC02-98CH10886 Extension

Dear Ms. Troutman:

As requested, we are confirming our agreement to extend the terms of the Letter of Credit arrangement under DOE Contract DE-AC02-98CH10886 to your new DOE Contract DE-SC0012704, effective February 6, 2015 through March 8, 2015.

Very truly yours.



Eugene T. Waiters
Executive Director

CC: Rikki O. Jones
Jonathan Jenkins
Patricia Miele

Accepted for Brookhaven Science Associates, LLC



Accepted for the U.S. Department of Energy



4New York Plaza, 13th Floor, New York, New York 10004

JPMorgan Chase Bank, N.A.

**AMENDMENT TO AGREEMENT
CHECKS-PAID METHOD OF LETTER OF CREDIT FINANCING**

This is an Amendment entered into as of January 4, 2015 (the "Amendment") to the Agreement entitled "Checks-Paid Method of Letter of Credit Financing" entered into as of January 1, 1998, as amended (the "Agreement") between United States of America, represented by the Department of Energy (the "DOE"); Brookhaven Science Associates, LLC, legal entity existing under the laws of the State of Delaware, or successor contractor, (the "Contractor"); and JPMorgan Chase Bank, N.A., a national banking association organized under the laws of the United States of America with offices at 4 New York Plaza, Floor 13, New York, NY 10004 (the "Bank").

WHEREAS, the DOE, the Contractor, and the Bank may be referred to collectively in this Amendment as the "Parties"; and

WHEREAS, the Parties have proceeded under the aforesaid Agreement from the most recent amendment dated May 3, 2010 until the date hereof; and

WHEREAS, on November 12, 2014 DOE selected Brookhaven Science Associates, LLC for a new five-year base contract (Contract No. DE-SC0012704) to begin January 5, 2015 to manage and operate Brookhaven National Laboratory; and

WHEREAS, the Parties are desirous of formally extending the term of the aforesaid Agreement;

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The term of the Agreement with all its provisions and covenants is hereby extended through September 4, 2015.
2. The Parties may extend the term of the Agreement for an additional period of time to be contemporaneous with any extension of time granted by DOE to the Contractor for the operation of Brookhaven National Laboratory. Such notice shall not commit DOE, the Contractor, or the Bank to the extension, which shall only occur after a formal amendment to the agreement is executed by the parties.
3. Covenant 5 of the Agreement is hereby amended by replacing the first paragraph with the following two new paragraphs: "DOE shall authorize funds that shall remain available to the extent that obligations that have been incurred in good faith thereunder by the Contractor (Brookhaven Science Associates) 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 as close to zero as administratively possible."

Notwithstanding the foregoing, in the event that the Bank has knowledge that funding in the DOE account at the Federal Reserve Bank of Richmond (the "DOE Fed Account") may be insufficient or unavailable, whereby the Bank would be unable to drawdown immediately available funds sufficient to fully fund the payments issued by the Contractor, the Bank may, in its sole discretion, hold and not release any or all of the payments issued by the Contractor. The Bank will resume normal processes once it is satisfied, in its sole discretion, that adequate funding is available via the DOE Fed Account."

4. Covenant 9 of the Agreement is hereby deleted in its entirety and the following substituted in its place: "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.”

