

ATTACHMENT J.3

APPENDIX C

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

**Applicable to the Operation of
Ernest Orlando Lawrence Berkeley National Laboratory**

Contract No. DE-AC02-05CH11231

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

Agreement Number 7032202 entered into this, 17th day of October, 2012, between the UNITED STATES OF AMERICA, represented by the Department of Energy (hereinafter referred to as "DOE"), and the Regents of the University of California, for performance at the Lawrence Berkeley National Laboratory, a corporation/legal entity existing under the laws of the State of California (hereinafter referred to as the Contractor) and Wells Fargo Bank N.A., a financial institution corporation existing under the laws of the State of Delaware, located at 550 California Street, MAC A0112-102, San Francisco, CA 94104 (hereinafter referred to as the Financial Institution).

RECITALS

(a) On the effective date of November 1, 2012, DOE and the Contractor entered into Contract No. DE-AC02-05CH11231 or a Supplemental Contract thereto, providing for the transfer of funds on a payments-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 account shall be designated "Lawrence Berkeley National Laboratory, Agreement No. 7032202, DOE Special Bank 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 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 the 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, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Financial Institution for a period of 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, the Financial Institution shall promptly notify both DOE and LBNL at:

Maria Robles
Contracting Officer
DOE Berkeley Site Office
One Cyclotron Road
Berkeley, CA 94720

Marguerite Fernandes
Pr. Subcontract Administrator
Lawrence Berkeley National Laboratory
One Cyclotron Road, Mail-Stop 76R0225
Berkeley, CA 94720

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 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.

The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in the following documents, executed by the Regents of the University of California on March 26, 2007, on behalf of the Contractor: Wells Fargo Stagecoach Sweep, Repurchase Agreement, Master Agreement for Treasury Management Services, Commercial Depository Service Description, Target Balance Account Service Description, WellsTAX® Service Description, Wire Transfer Services Description, Information Reporting Service Description, Stops-Photocopy-Search Service Description, Wellsimage® CD Services Description, Account Reconciliation Plan Service Description, CheXstorSM Service Description, Payment Manager Services, Controlled Disbursement Services Description, Payment Authorization Service Description, Positive Pay-Return Default Service Description, ACH Origination Services Service Description, and the requirements listed in the Schedule of

Services and Charges for Lawrence Berkeley National Laboratory Banking Services Agreement No. 7032202. The Financial Institution agrees that per-item costs, detailed in the form "Attachment A - Schedule of Financial Institution Services and Processing Charges for Lawrence Berkeley National Laboratory Banking Services Agreement No. 7032202", Effective Date November 1, 20012 – October 31, 2017, shall remain constant or lower, 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.

6. 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.

7. This Agreement, with all its provisions and covenants, shall be in effect for a term of five (5) years, beginning on the 1st day of November, 2012, and ending on the 31st day of October, 2017.

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.

9. 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 obligation in a manner that precludes administering the program in an effective and efficient manner of 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 (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.

11. In the event of termination, the Financial Institution 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)
2. Termination of Agreement (Covenant 8 and 9)

All terms and conditions of the aforesaid documents listed in Covenant 5 that are not inconsistent with this 90-day additional term shall remain in effect for this period.

The Financial Institution has submitted the forms entitled "Technical Representations and Certifications" and "University of California Lawrence Berkeley National Laboratory Representations and Certifications." These forms, in addition to the "Schedule of Financial Institution Services and Processing Charges for Lawrence Berkeley National Laboratory Banking Services Agreement No. 7032202", Attachment A, have been accepted by the Contractor and the Government and are incorporated herein as an integral part of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement, which consists of 11 pages, including the signature pages, to be executed as of the day and year first above written.

THE UNITED STATES OF AMERICA

U.S. Department of Energy

Maria C. Robles
Contracting Officer

By _____

(Name of Contracting Officer)

 _____

(Signature of Contracting Officer)

10/31/2012 _____

(Date of Signature)

The Regents of the University of California

By Daniel C. Sampson

(Name of Contractor's Representative)

 _____

(Signature of Contractor's Representative)

Assistant Vice-President _____

(Title)

1111 Franklin Street, 10th Floor, Oakland, CA 94607

(Address)

10-26-12

(Date of Signature)

Wells Fargo Bank, N.A.

By Shelley Rintala

(Name of Financial Institution Representative)

Shelley Rintala

(Signature of Financial Institution Representative)

Senior Vice President, Government and Institutional Banking

(Title)

550 California Street
MAC-A0112-102
San Francisco, CA 94104

(Address)

415-396-8426

(Telephone Number)

10-25-12

(Date of Signature)

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, Marsha Kelman, certify that I am the Secretary and Chief of Staff to The Regents of the University of California corporation named as Contractor herein; that Daniel C. Sampson, who signed this Agreement on behalf of the Contractor, was then Assistant Vice President of said corporation and that said Agreement was duly signed for the and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Marsha Kelman

(Corporate Seal) (Signature)

NOTE

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, M. Keith Jackson, certify that I am the Corporate Secretary of the corporation named as Contractor herein; that Shelley Rintala, who signed this Agreement on behalf of the Contractor, was then Senior Vice President of said corporation and that said Agreement was duly signed for the 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 A
Schedule of Financial Institution Services and Processing Charges for
Lawrence Berkeley National Laboratory Banking Services Agreement No. 7032202

Financial Institution: Wells Fargo Bank, N.A.

Effective Date: November 1, 2012 - October 31, 2017
 See final page for price/service stipulations

AFP Code	WF Code	Service Description	Alternate Service Description (if any)	Price per Unit	July 2012 Monthly Volume	Comments
000230	FDIC	FDIC Depository Insurance - Monthly Balance & Compensation		0.1275		Variable Pass Through Cost- Updates by FDIC
250400	34342	ACH		0.10000	56	
250102	E5211	ACH CEO RETURN SUBSCRIPTION - ITEM		0.05000	2,716	
250102	E5210	ACH ONE DAY ITEM		0.03000	1,559	
250102	E5216	ACH TWO DAY ITEM		0.50000	0	
250120	E5206	ACH SAME DAY		0.02500	1,090	
250202	E5344	ACH ORIGINATED - ADDENDA REC		0.05000	0	
250302	E5252	ACH RECEIVED ITEM		1.25000	15	
250302	E5251	ACH RET ITEM-INFO REPORTING ADVICE		7.00000	0	
250310	E5240	ACH RETURN ITEM - FAX ADVICE		5.50000	0	
250500	E5803	ACH RETURN ITEM-REDEPOSITED		4.00000	10	
250501	E5801	ACH PAYMENTS ONLINE BATCH RELEASE		10.00000	23	
250710	E5237	ACH TRANSMISSION CHARGE		1.00000	20	
250620	E5230	ACH FAX SERVICE		10.00000	0	
250642	E5361	ACH DELETE - ITEM		10.00000	6	
250642	E5361	ACH REVERSAL - ITEM		10.00000	6	
250000	34377	INTERNET ACH BASE FEE		20.00000	2	Discounted pricing from previous agreement
250102	ACH10	INTERNET ACH ONE DAY ITEM		0.15000	32	
250102	ACHVD	INTERNET ACH SAME DAY ITEM		1.00000	0	
250102	ACH2D	INTERNET ACH TWO DAY ITEM		0.20000	0	
251010	E5339	ACH SPECIAL INVESTIGATION		20.00000	0	New item
250302	E5481	ACH NOC - INFO REPORTING ADVICE		1.25000	4	
251070	E5391	ACH WELLS FARGO NOC - FAX ADVICE		5.00000	0	
251070	E5390	ACH WELLS FARGO NOC-INFO REPT ADVIC		1.25000	1	
250620	E5231	ACH DELETE/REVERSE - BATCH/FILE		40.00000	0	
250400	CE0AR	ACH CEO RETURN SUBSCRIPTION-ACCOUNT		20.00000	5	
251050	CE0AB	ACH Fraud Filter		5.00000	3	
251052	34338	ACH CEO FRAUD FILTER STOP MTHLYBASE		10.00000	0	
251052	34338	ACH CEO FRAUD FILTER STOP - ITEM		10.00000	0	
400272	34421	Account Reconciliation		0.01500	5,376	New Item
400052	34420	ARP STMTS & RPTS (CSV/EXCEL) / ITEM		15.00000	2	New Item
200200	34337	ARP STMTS & RPTS (CSV/EXCEL) BASE		0.05000	112	
209999	12687	ARP REGISTER INPUT CEO - ITEM		0.00600	473	
200201	12377	ARP AGED ISSUE RECORDS ON FILE-ITEM		0.03500	1,961	
200010	12060	ARP FULL RECON-ITEM		50.00000	2	
200010	12060	ARP MONTHLY BASE - FULL		7.00000	3	
200310	12604	ARP OPTIONAL REPORTS		7.00000	3	
200301	12430	ARP OUTPUT - TRANSMISSION		5.00000	1	Discounted pricing
		TRANSMISSION ISSUE INPUT-ITEM				

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					Monthly Volume	Volume	
200310	12604	ARP PAPER STMT/REPORT MONTHLY BASE		7.00000	3		
200305	34350	ARP STATEMENT MONTHLY BASE CEO		0.00000	2		
200100	12694	OUTGOING TRANSMISSION - PER ITEM		0.00000	1,560		
200310		DAILY PAID REPORT	ARP Optional Report	7.00000			
200310		OUTSTANDING ONLY REPORT	ARP Optional Report	7.00000			
Cash Branch/Store Channel							
019999	22814	PAYEE VALID NON ACCT HLDER-CHK CASH		0.00000	34		
Controlled Disbursement							
150220	21622	CONT DISB CASHED CHECK - BRANCH		0.00000	0		
150000	21501	CONT DISB ACCT MAINT W/CHEXSTOR-OH		75.00000	2		
010101	21507	CONT DISB CREDIT POSTED-OH		0.10000	42		
150110	21509	CONT DISB IMAGE CHECKS PAID - OH		0.06000	2,023	Discounted pricing	
150700	CEOCD	CEO CONT DISB SUBSCRIPTION BASE		35.00000	2	Discounted pricing	
Desktop Deposit/Electronic Check							
151352	12816	DESKTOP DEPOSIT IMAGES RETRIEVED		0.05000	104		
010101	15007	DESKTOP DEPOSIT CREDIT POSTED		1.00000	20		
409999	15008	DESKTOP DEPOSIT DISCRETIONARY DATA		0.03000	351		
400003	15002	DESKTOP DEPOSIT REPORT MTHLY BASE		15.00000	6	Discounted pricing	
400231	15003	DESKTOP DEPOSIT REPORT PER ITEM		0.05000	191		
100220	701	DESKTOP DEPOSIT-WFARGO DEPOSIT ITEM		0.04000	23		
100224	706	DESKTOP DEPOSIT-NON WFARGO DEP ITEM		0.06000	66		
100230	790	ELECTRONIC DEPOSIT - DEP ADJUSTMENT		15.00000	0	New Item	
General Account Services							
010000	22051	ACCOUNT MAINTENANCE-CHEXSTOR		10.00000	1		
010021	DS585	SUBACCOUNT MAINTENANCE		2.50000	2		
010100	CK021	DEBITS POSTED		0.03000	174		
010101	CK011	CREDITS POSTED		1.00000	20		
250201	CK018	ELECTRONIC CREDITS POSTED		0.03000	45		
General Disbursement Services							
150240	PABSE	PYMT AUTH MAX CHECK MTHLY BASE		0.00000	1		
150410	12670	STOP PAYMENT - ONLINE		5.00000	13	Discounted pricing	
150499	12675	STOP PAYMENT - PAPER CONFIRMATION		0.00000	15		
Image Delivery							
151352	12812	ONLINE IMAGE VIEW < 90 DAYS - ITEM		2.50000	1		
151352	12815	ONLINE IMAGE VIEW > 90 DAYS - ITEM		2.50000	1		
Information Reporting							
34123	40022Z	CEO EVENT MESSAGING SERVICE - EMAIL		0.50000	277		

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AFP Code	WF Code	Service Description	Alternate Service Description (if any)	July 2012		Comments
				Price per Unit	Monthly Volume	
34121	400224	CEO INTRADAY SUBSCRIPTION - ITEM		0.10000	1,476	
WNIDB	400003	CEO INTRADAY SUBSCRIPTION MTHLYBASE		35.00000	3	Discounted pricing
34115	400001	CEO PREV DAY SUBSCRIPTION DETL ITEM		0.10000	230	
WNIDB	400000	CEO PREV DAY SUBSCRIPTION MTHLYBASE		30.00000	1	Discounted pricing
34251	400800	ELECTRONIC WINDOW EXTENDED STOR 60		0.01500	450	
BAIPR	400000	BAI PREVIOUS-DAY MONTHLY BASE		35.00000	0	New Item
CS504	400000	BAI TRANSACTIONS REPORTED		0.10000	0	New Item
27707	150400	CEO SEARCH		0.75000	24	
300000	EDPMM	Payment Manager PAYMENT MANAGER MONTHLY BASE		75.00000	1	
150299	D5191	Positive Pay PAYEE VALIDATION STANDARD-ITEM		0.01000	2,023	
150030	21551	CONT DISB PERFECT PRESENT BASE-OH	C.D. Perfect Presentment Base Fee	0.00000	2	
150129	21553	CONT DISB PERFECT PRESENT CHK RTN-OH		5.50000	4	
150300	21550	CONT DISB PERFECT-POS-PAY EXCEPT-OH		1.25000	4	
150723	34336	POSITIVE PAY EXCEPTION - CEO IMAGE		1.00000	2	
200410	12025	ARP SET UP - POSPAY ONLY		0.00000	0	
150129	12505	POSITIVE PAY EXCEPTION CHECKS RETND		5.50000	0	
200399	12903	POSITIVE PAY EXCEPTIONS - ITEM		3.00000	0	
150030	12907	POSITIVE PAY MONTHLY BASE		0.00000	0	
150120	12682	POSITIVE PAY ONLY - ITEM		0.07000	0	
150100	12686	POSITIVE PAY ONLY CHECKS PAID		0.13000	0	
150030	12681	POSITIVE PAY ONLY MONTHLY BASE		0.00000	0	
100414	CK062	Returned Items CEO RETURN ITEM RETRIEVAL-IMAGE		2.50000	0	
100400	CK061	RETURN ITEM - CHARGEBACK		2.00000	0	
100400	CK069	RETURN ITEM SPECIAL INSTRUCTIONS		0.15000	0	
100401	CK081	RETURN ITEM SPECIAL INST MTHLY BASE		1.00000	1	
100402	CK075	RETURN ITEM REDEPOSITED		1.25000	0	
010100	32067	Wells Tax CEO WELLSTAX PAYMENT - PREMIUM		2.00000	40	Discounted pricing
010099	32068	CEO WELLSTAX SUBSCRIPTION PER ACCT		5.00000	2	
010000	32040	WELLSTAX ACCESS CODE MONTHLY BASE	Telephone access for backup to CEO Initiation	3.00000	3	
010000	32052	WELLSTAX RECEIPT	Paper Receipts	2.00000	40	
05011R	36709	Wholesale Lockbox WLBX MONTHLY BASE		80.00000	1	Discounted pricing
050000	03611	WLBX REMIT PROCESSED EXPR MAIL		2.00000	2	
050530	36731	WLBX CORRESPONDENCE / REJECTS		0.36000	1	

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AFP Code	WF Code	Service Description	Alternate Service Description (if any)	Price per Unit	July 2012	Comments
					Monthly Volume	
050100	36755	WLTX STANDARD ITEM PROCESSED		0.50000	103	
05011R	03905	WLTX DOCUMENT SCANNED		0.05000	345	
050600	36791	WLTX 7 YR COLOR IMAGE ARCHIVE		0.03750	345	
050129	36745	WLTX VALUE ADDED KEYING		0.01200	5,017	
050301	36724	WLTX DAILY DEPOSIT CUT		0.00000	19	
05031Z	34222	LOCKBOX CEO SUBSCRIPTION PER ITEM		0.10000	360	
05011E	36739	WLTX POST OFFICE RETURNED MAIL		2.00000	0	New Item - Variable pass through at cost
050000	CEOLS	LOCKBOX CEO SUBSCRIPTION MTHLY BASE		35.00000	1	Discounted pricing
100220	311	DEPOSITED CHECKS WLTX - ON US		0.05000	0	
Wires						
350402	WNWRB	WIRE DETAIL RPT SUBSCRIPTION-ACCT		30.00000	0	
350402	34207	WIRE DETAIL RPT SUBSCRIPTION-ITEM		0.10000	0	
359999	ES167	WIRE SECURITY MONTHLY BASE		0.00000	8	
350104	18901	WIRE - OUTGOING FX WIRE - CEO		10.00000	4	
350310	ES076	WIRE IN - INTERNATIONAL		10.00000	1	
350300	ES030	WIRE IN DOMESTIC		5.00000	22	Discounted pricing
359999	ES075	WIRE TEMPLATE STORAGE MONTHLY BASE		0.30000	3	
350525	ES182	WIRE VOICE DRAWDOWN		10.00000	21	
350124	ES141	WIRE - BOOK TRANSFER - CEO		3.50000	2	
350113	ES147	WIRE - OUTGOING INT'L USD - CEO		10.00000	17	
350104	ES139	WIRE-OUTGOING DOMESTIC-CEO		6.00000	2	
600221	44209	WIRE - INTERNATIONAL ON-LINE F.CURRENCY		10.00000	1	On Hold for Pending UCOP/WF Service Agreement for International Foreign Currency On-Line Transactions

ONLY UNIT PRICES LESS THAN OR EQUAL TO THE PRICES LISTED FOR THE DESCRIBED SERVICES SHALL BE PAID. NO OTHER CHARGES WILL BE HONORED, UNLESS OTHERWISE AGREED TO IN WRITING BY ALL PARTIES.

SERVICES WITH NOTED "DISCOUNTED PRICING" REPRESENT A PRICE DISCOUNT FROM THE PRIOR AGREEMENT PRICING WITH WELLS FARGO BANK, N. A. THE FINANCIAL INSTITUTION SHALL ENDEAVOR TO PROVIDE A 6% MONTHLY INVOICE COST SAVINGS AND SHALL MONITOR FOR SUCH ON A QUARTERLY BASIS.