

APPENDIX C

SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT

**Applicable to the Operation of
Fermi National Accelerator Laboratory**

SUBCONTRACT NUMBER 720447
SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT
FOR USE WITH THE CHECKS PAID LOC
FINANCING ARRANGEMENT

The Agreement is entered into the 1st day of January 2025, between the UNITED STATES OF AMERICA (the Government), represented by the Department of Energy (DOE), the Contracting Officer executing the agreement, Fermi Forward Discovery Group, LLC, a limited liability company/legal entity existing under the Laws of the State of Delaware (the Contractor or FFDG), and Fifth Third Bank, National Association, a financial institution operating under the laws of the United States, located at 6111 N River Road, MD GRSM34, Rosemont, IL 60018 (the Financial Institution).

RECITALS

- (a) Under date of January 1, 2025, the Government and the Contractor entered into Contract 89243024CSC000002, or a related supplemental agreement, providing for the advance payments to the Contractor. A copy of the advance payment terms was furnished to the financial institution.
- (b) The contract or supplemental agreement (per Recital (a)) requires amounts transferred to the Contractor be deposited separate from the Contractor's general or other funds, in a Special Account at a member bank of the Federal Reserve System, and "insured" bank within the meaning of the Act creating the Federal Deposit Insurance Corporation (12 U.S.C 1811), or a credit union insured by the National Credit Union Administration. The parties agree to deposit the amounts with the Financial Institution, which meets the requirement.
- (c) The Special Account is designated as "Fermi Forward Discovery Group LLC, United States Department of Energy Special, Prime Contract No. 89243024CSC000002" account.

COVENANTS

In consideration of the foregoing, and for other good and valuable considerations, the parties agree to the following conditions:

- 1. The Government has a lien on the credit balance in the account to secure the repayment of every advance payment made to the Contractor. The lien is paramount to any lien or claim of the Financial Institution regarding the account.
- 2. The Financial Institution is bound by the terms of the Agreement relating to the deposit and withdrawal of funds in the Special Account and is unaccountable for the application of funds withdrawn from the Account. The Financial Institution acts on written directions from the Contracting Officer, the administering office, or a duly authorized representative of either. The Financial Institution is unaccountable to any party to the agreement for any action complying with the written directions. Any written directions received by the Financial Institution through the Contracting Officer on DOE stationery and purporting to be signed by, or by the direction of DOE or duly authorized representative, may be, as far as the rights, duties, and liabilities of the Financial Institution are concerned, considered as being properly issued and filed with the Financial Institution by DOE.

3. The Government or the Government's authorized representatives, has access to books and records maintained by the Financial Institution regarding the Special account at reasonable times and for reasonable purposes, including, the inspection or copying of the books and records and any and all pertinent memoranda, checks, correspondence, or documents. The financial institution preserves the books and records for a period of six (6) years after the closing of the Special Account.
4. In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings regarding the Special Account, the Financial Institution shall promptly notify DOE at:

FSO/DOE
Kirk Road & Wilson Street Batavia
Illinois 60510-0500

5. DOE authorizes funds to the extent obligations have been incurred in good faith thereunder by the Contractor to the Financial Institution for the benefit of the Special 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 Account in a net positive and as close to zero as administratively possible.
6. The Financial Institution agrees to service the account based on the requirements and specifications conveyed by the Contractor. The Financial Institution agrees that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges" contained in the Financial Institution's Proposal will remain constant during the term of this Agreement. The Financial Institution calculates the monthly fees based on services rendered.
7. The Financial Institution posts collateral in accordance with 31 CFR 202 with the Federal Reserve bank in an amount equal to the net balances in any of the accounts included in the Agreement, less the Treasury-approved deposit insurance.
8. The Agreement, with every provision and covenant, is in effect for a base term of one (1) year, beginning on the 1st day of January 2025, and ending on the 31st day of December 2025, with two 1-year Options that, if both Options are exercised, extend the Term through the 31st day of December 2027.
9. 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 ninety (90) days prior to the desired termination date. The specific provisions for operating the account during this 90-day period are contained in Covenant 12.
10. DOE or the Contractor may terminate this Agreement at any time upon thirty (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 which precludes administering the program in an effective and efficient manner or precludes the effective utilization of the Government's cash resources.
11. Notwithstanding the provisions of Covenants 9 and 10, 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 terminates automatically upon the delivery of written notice to the Financial Institution.
12. In the event of termination, the Financial Institution agrees to retain the Contractor's Special Account for an additional 90-day period to clear outstanding payment items.

TERMS

This Agreement shall continue in effect for the 90-day additional period, with exception of the following:

1. Term Agreement (Covenant 8)
2. Termination of Agreement (Covenants 9 and 10)

Terms and conditions of the aforesaid proposal provided by the Financial Institution which are consistent with the 90-day additional term remains in effect for the period.

The Financial Institution has provided the forms entitled "Technical Representations and Certifications" and "Schedule of Financial institution Processing Charges." These forms have been accepted by the Contractor (FFDG) and the Government (DOE) and are incorporated herein with the document entitled "Financial Institution's information on checks paid LOC Financing Arrangement" as an integral part of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement, which consists of 3 pages, including the signature pages, to be executed as of the day and year first above written.

UNITED STATES OF AMERICA

Robert Scott
Digitally signed by Robert Scott
Date: 2024.12.19 12:47:34 -06'00'

Robert Scott
Department of Energy Contracting Officer

12/19/2024

(Date Signed)

FERMI FORWARD DISCOVERY GROUP, LLC

Elizabeth Moss, UID:emoss
Digitally signed by Elizabeth Moss,
UID:emoss
Date: 2024.12.19 10:17:07 -06'00'

Elizabeth Moss
Chief Procurement Officer (Interim)

12-19-24
(Date Signed)

FIFTH THIRD BANK, NATIONAL ASSOCIATION

Antonette Kaufman

Antonette Kaufman
Regional Treasury Sales Manager

12-19-2024
(Date Signed)