29-30984-01
03036785

# STANDBY TRUST AGREEMENT

TRUST AGREEMENT, the Agreement entered into as of November 10, 2004 by and between Conopco, Inc. a New York corporation, (the "Grantor"), and Wachovia Bank National Association, the ("Trustee").

WHEREAS, the U.S. Nuclear Regulatory Commission (the "NRC"), an agency of the U.S. Government, pursuant to the Atomic Energy Act of 1954, as amended, and the Energy Reorganization Act of 1974, has promulgated regulations in Title 10, Chapter I of the Code of Federal Regulations, Part 30. These regulations, applicable to the Grantor, require that a holder of, or an applicant for, a Part 30 license provide assurance that funds will be available when needed for required decommissioning activities.

WHEREAS, the Grantor has elected to use a surety bond to provide all of such financial assurance for the facilities identified herein; and

WHEREAS, when payment is made under a surety bond, this standby trust shall be used for the receipt of such payment; and

WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this Agreement, and the Trustee is willing to act as trustee,

NOW, THEREFORE, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Grantor" means the NRC licensee who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term "Trustee" means the trustee who enters into this Agreement and any successor Trustee.

Section 2. Costs of Decommissioning. This Agreement pertains to the costs of decommissioning the materials and activities identified in License Number 29-00304-02 issued pursuant to 10 CFR Part 30 as shown in Schedule A.

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a standby trust fund ("the Fund") for the benefit of the NRC. The Grantor and the Trustee intend that no third party have access to the Fund except as provided herein.

Section 4. Payments Constituting the Fund. Payments made to the Trustee for the Fund shall consist of cash, securities, or other liquid assets acceptable to the Trustee. The Fund is established



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initially as consisting of the surety bond, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee are referred to as the "Fund," together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount of, or adequacy of the Fund, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the NRC.

Section 5. Payment for Required Activities Specified in the Plan. The Trustee shall make payments from the Fund to the Grantor upon presentation to the Trustee of the following:

(a) A certificate duly executed by the Secretary of the Grantor attesting to the occurrence of certain events and in the form set forth in the attached Certificate of Events, and

(b) A certificate attesting to the following conditions:

(1) that decommissioning is proceeding pursuant to an NRC-approved plan ("Plan").

(2) that the funds withdrawn will be expended for activities undertaken pursuant to that Plan, and

(3) that the NRC has been given 30 days, prior notice of Grantor's intent to withdraw funds from the escrow fund.

Said Specimen Certificate of Events is attached hereto as Schedule D.

No withdrawal from the fund can exceed 10 percent of the outstanding balance of the Fund or $112,500.00 dollars, whichever is greater, unless NRC approval is attached.

In the event of the Grantors default or inability to direct decommissioning activities, the Trustee shall make payments from the Fund as the NRC shall direct, in writing, to provide for the payment of the costs of required activities covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the NRC in writing, or state agency, from the Fund for expenditures for required activities in such amounts as the NRC, shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the NRC specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 6. Trust Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge its duties with respect to the Fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

(a) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended (15 U.S.C. 80a-2(a)), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;

(b) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal Government, and in obligations of the Federal Government such as GNMA, FNMA, and FLHM bonds and certificates or State and Municipal bonds rated BBB or higher by Standard and Poors and Baa or higher by Moody's Investment Services; and

(c) For a reasonable time, not to exceed 60 days, the Trustee is authorized to hold uninvested cash, awaiting investment or distribution, without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized:

(a) To transfer from time to time any or all of the assets of the fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940 (15 U.S.C. 80a-1 et seq.), including one that may be created, managed, underwritten, or to which investment advice is rendered, or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8 . Express Powers of Trustee. Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale, as necessary to allow duly authorized withdrawals at the joint request of the Grantor and the NRC or to reinvest in securities at the direction of the Grantor;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted,

(c) To register any securities held in the Fund in its own name, or in the name of a nominee, and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, to reinvest interest payments and funds from matured and redeemed instruments, to file proper forms concerning securities held in the Fund in a timely fashion with appropriate government agencies, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee or such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the U.S. Government, or any agency or instrumentality thereof, with a Federal Reserve Bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of

the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. After payment has been made into this standby trust fund, the Trustee shall annually, at least 30 days before the anniversary date of receipt of payment into the standby trust fund, furnish to the Grantor and to the NRC a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days before the anniversary date of the establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the NRC shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to the matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting on the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing with the Grantor.

Section 13. Successor Trustee. Upon 90 days notice to the NRC and the Grantor, the Trustee may resign and upon 90 days notice to NRC and the Trustee, the Grantor may replace the Trustee; but such resignation or replacement shall not be effective until the Grantor has appointed a successor Trustee, the successor accepts the appointment, the successor is ready to assume its duties as trustee, and NRC has agreed, in writing, that the successor is an appropriate State or Federal government agency or an entity that has the authority to act as trustee and whose trust operations are regulated and examined by a Federal or State agency. The successor Trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. When the resignation or replacement is effective, the Trustee shall assign, transfer, and pay over to the successor Trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor Trustee or for instructions. The successor Trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the NRC, and the present trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts

contemplated by this section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are signatories to this agreement or such other designees as the Grantor may designate in writing. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantors written orders, requests, and instructions. If the NRC or State agency issues orders, requests, or instructions to the Trustee, these shall be in writing and signed by the NRC or its designee with a copy sent to the Grantor. The Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the NRC hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or the NRC except as otherwise specifically provided for herein.

Section 15. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee and the NRC, or by the Trustee and the NRC, if the Grantor ceases to exist.

Section 16. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 15, this trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the NRC, or by the Trustee and the NRC, if the Grantor ceases to exist. Upon termination of the trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor or its successor.

Section 17. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission made in good faith in the administration of this trust, or in carrying out any directions by the Grantor or the NRC, issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the trust fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 18. This Agreement shall be administered, construed, and enforced according to the laws of the State of New York.

STATE OF Massachusetts

COUNTY OF Suffolk

On this 10th day of November 2004 before me a notary public in and for the county and State aforesaid, personally appeared Timothy Donnayer and she/he did depose and say that she/he is the Vice President of Wachovia Bank, a national banking association, Trustee, which executed the above instrument that she/he knows the seal of said association; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the association; and that she/he signed her/his name thereto by like order.

Evangelos Ntavos

My commission expires EVANGELOS NTAVOS Notary Public Commonwealth of Massachusetts My Commission Expires November 28, 2008



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Section 19. Interpretation and Serverability. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement. If any part of this agreement is invalid, it shall not affect the remaining provisions which will remain valid and enforceable.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first written above.

ALBERT MEROLA JR.
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30, 2005

ATTEST:

Name

Executive Administrative Coordinator
Title

Conopco, Inc.

Name Anthony K. Mills

12/9/04
Title VP Skin Development/CRDD

ATTEST:

Name

TRUST ASSOCIATE
Title

Wachovia Bank National Associtaion, Trustee

Name

Timothy A. Donmoyer
Vice President
Title



84457.04 11/10/04

Schedule A

| | |
|---|---|
| U.S. Nuclear Regulatory Commission License Number: | |
| Name and Address of License: | |
| Address of Licensed Facility: | 40 Merrit Boulevard<br>Trumbull, CT 06611 |
| Cost Estimates For Regulatory Assurances Demonstrated by This Agreement: | $225,000.00 |

## Schedule B

Surety Bond issued by Fidelity and Deposit Company of Maryland in the amount of $225,000.00.

## Schedule C

Trustee's fees shall be $ 3,000 per year

Schedule D

Specimen Certificate of Events

Wachovia Bank National Association
200 Berkeley St., 17th Floor
Boston, MA 02116

Attention: Trust Department

Gentlemen/Madames;

In accordance with the term of the Standby Trust Agreement with you dated November ___, 2004 (the "Trust") , I, _____, Secretary of Conopco, Inc., hereby certify that the following events have occurred:

1. Conopco, Inc. is required to commence the decommissioning of its facility located at 40 Merritt Boulevard, Trumbull, CT 006611 (hereinafter "the Decommissioning");

2. The plans and procedures for the commencement and conduct of the Decommissioning have been approved by the United States Nuclear Regulatory Commission, or its successor (the "NRC"), on _____ (a copy of such approval is attached hereto);

3. The Board of Directors of Conopco, Inc. has adopted a resolution authorizing the commencement of the decommissioning (a certified copy of said resolution is attached hereto);

4. The Decommissioning is proceeding pursuant to the NRC approved plan and the funds withdrawn from the Trust will be expended for activities undertaken pursuant to such plan; and

5. The NRC has been given 30 days' prior notice of Conopco's intent to withdraw funds from the Trust.

Very truly yours,

Secretary of Conopco, Inc.

Specimen Secretary's a Certificate

CONOPCO, INC.
Secretary's Certificate

I, _____, do hereby certify as follows:

1. I am the duly elected and acting Secretary of Conopco, Inc., a New York corporation, (the "Corporation").

2. Set forth on Exhibit A annexed hereto is a true and correct copy of the resolution of the Board of Directors of the Corporation. Such resolution has not been amended or rescinded and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have executed this Secretary's Certificate This ___ day of _____, 200 .

_____
Secretary

Exhibit A
to
Secretary's Certificate
CONOPCO, INC.
(a New York Corporation)

RESOLVED, that the President, any Vice President, any Secretary or Assistant Secretary of this Corporation be, and each of them hereby is, authorized or such other employee of the Corporation as said President or Vice President may designate, to commence decommissioning activities at 40 Merritt Boulevard, Trumbull, Connecticut pursuant to the plan approved by the United States Nuclear Regulatory Commission and presented to this Board.

## 9.4 MODEL SURETY BOND

Bond No. [redacted]

### PAYMENT SURETY BOND

Date bond executed: December 3, 2004

Effective date: December 3, 2004

Principal: [Insert legal name and business address of licensee] Conopco, Inc. of 700 Sylvan Avenue, Englewood Cliff, NJ 07632

Type of organization: [Insert "proprietorship," "partnership," or "corporation"] Corporation

State of incorporation: _____ (if applicable)

NRC license number, name and address of facility, and amount for decommissioning activities guaranteed by this bond: _____

40 Merritt Boulevard, Trumbill, CT 06611

Surety: [Insert name and business address] Fidelity and Deposit Company of Maryland

Type of organization: [Insert "proprietorship," "partnership," or "corporation"] Corporation

State of incorporation: Maryland (if applicable)

Surety's qualification in jurisdiction where licensed facility is located.

Surety's bond number: [redacted]

Total penal sum of bond: $ 225,000.00

Know all persons by these presents, that we, the Principal and Surety hereto, are firmly bound to the U.S. Nuclear Regulatory Commission (hereinafter called NRC) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety; but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

WHEREAS, the U.S. Nuclear Regulatory Commission, an agency of the U.S. Government, pursuant to the Atomic Energy Act of 1954, as amended, and the Energy Reorganization Act of 1974, has promulgated regulations in Title 10, Chapter I of the Code of Federal Regulations, Part [insert 30, 40, 70, or 72], applicable to the Principal, which require that a license holder or



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an applicant for a facility license provide financial assurance that funds will be available when needed for facility decommissioning;

NOW, THEREFORE, the conditions of the obligation are such that if the Principal shall faithfully, before the beginning of decommissioning of each facility identified above, fund the standby trust fund in the amount(s) identified above for the facility;

Or, if the Principal shall fund the standby trust fund in such amount(s) after an order to begin facility decommissioning is issued by NRC or a U.S. District Court or other court of competent jurisdiction;

Or, if the Principal shall provide alternative financial assurance, and obtain NRC's written approval of such assurance, within 30 days after the date a notice of cancellation from the Surety is received by both the Principal and the NRC, then this obligation shall be null and void; otherwise it is to remain in full force and effect.

The Surety shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above. Upon notification by the NRC that the Principal has failed to perform as guaranteed by this bond, the Surety shall place funds in the amount guaranteed for the facility into the standby trust fund.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety hereunder exceed the amount of said penal sum.

The Surety may cancel the bond by sending notice of cancellation by certified mail to the Principal and to the NRC provided, however, that cancellation shall not occur during the 90 days beginning on the date of receipt of the notice of cancellation by both the Principal and the NRC, as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to the NRC and to the Surety 90 days prior to the proposed date of termination, provided, however, that no such notice shall become effective until the Surety receives written authorization for termination of the bond from the NRC.

The Principal and Surety hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new amount, provided that the penal sum does not increase by more than 20 percent in any one year and no decrease in the penal sum takes place without the written permission of the NRC.

If any part of this agreement is invalid, it shall not affect the remaining provisions that will remain valid and enforceable.

In Witness Whereof, the Principal and Surety have executed this financial guarantee bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety.

Principal Conopco, Inc.

[Signatures] David Schwartz Donald A Smith

[Names] David Schwartz DONALD A. SMITH

[Titles] Vice President Assistant Secretary

[Corporate seal]

Corporate Surety Fidelity and Deposit Company of Maryland

[Name and address] 105 E. 17th Street, New York, NY 10003

State of incorporation: Maryland

Liability limit: $225,000

[Signatures] Paula Seymour

[Names and titles] Paula Seymour, attorney in fact

[Corporate seal]

[For every co-surety, provide signatures, names and titles, corporate seal, and other information in the same manner as for the Sureties above.]

Bond Premium: $_____

COUNTERSIGNED FOR NEVADA BY
MARSH USA, INC

JONATHAN GANGOZO, RESIDENT AGENT

## Individual Acknowledgment

State of _____
County of _____

On the _____ day of _____, 20_____, before me personally appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and ____he____ thereupon acknowledged to me that ____he___ executed the same.

_____
Notary Public

## Partnership/L.L.C. Acknowledgment

State of _____
County of _____

On the _____ day of _____, 20_____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and _____he_____ thereupon acknowledged to me that ___he___ executed the same as and for the act and deed of said firm.

_____
Notary Public

## Corporate Acknowledgment

State of New Jersey
County of Bergen

On the 21 day of December, 20 04, before me personally appeared Daniel A. Smith to me known, who being by me duly sworn, did depose and say the ____he___ is the Assistant Secretary of ~~the~~ Corropco, Inc. the corporation described in and which executed the foregoing instrument that _____he_____ knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the board of directors of said corporation, and that _____he_____ signed his name thereto by like order.

Judith A. Fatony
Notary Public

JUDITH A. FATONY
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 7, 2009

## Individual Acknowledgment

State of _____
County of _____

On the _____ day of _____, 20_____, before me personally appeared _____
to me known and known to me to be the person described in and who executed the foregoing instrument and ____he____ thereupon acknowledged to me that ____he___ executed the same.

_____
Notary Public

## Partnership/L.L.C. Acknowledgment

State of _____
County of _____

On the _____ day of _____, 20_____, before me personally appeared _____
to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and _____he_____ thereupon acknowledged to me that ___he___ executed the same as and for the act and deed of said firm.

_____
Notary Public

## Corporate Acknowledgment

State of New Jersey
County of Bergen

On the 21 day of December, 2004, before me personally appeared David A. Schwartz
to me known, who being by me duly sworn, did depose and say the ____he____ is the Vice President of ~~the~~ Coxpco, Inc.
the corporation described in and which executed the foregoing instrument that _____he_____ knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the board of directors of said corporation, and that _____he_____ signed his name thereto by like order.

Judith A. Fatony
Notary Public

JUDITH A. FATONY
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 7, 2009

STATE OF NEW YORK
COUNTY OF NEW YORK

On this **December 3, 2004** before me, the undersigned, a Notary Public in and for said county, personally appeared **Paula Seymour** who is to me well known, who being duly sworn, did depose and say that he resides in New York, NY that he is Attorney-in-Fact of **Fidelity and Deposit Company of Maryland**, a corporation, the corporation described in and who executed the within instrument as surety. That he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was thereto affixed by order to the Board of Directors of said corporation, and that he signed his name thereto by like order.

Francesca Moser

Francesca Moser
Notary Public, State of New York
No. 01MO4842535, Suffolk County
Commission Expires May 20, 2006

# Power of Attorney
# FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Shirley DEWELY, James P. HOLLAND, Christopher MCCARTY, Theresa G. GIRALDO, Debra L. TEPLITZKY, Paula SEYMOUR, Suzanne BLAU and Hazel L. PROSSER, all of New York, New York, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Shirley DEWELY, James P. HOLLAND, Christopher MCCARTY, Theresa G. GIRALDO, Debra L. TEPLITZKY, Paula YIP-YING, Ana W. OLIVERAS, dated September 29, 2003.

FOR YOUR PROTECTION LOOK FOR THE ZURICH WATERMARK

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 9th day of December, A.D. 2003.

ATTEST: **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

FIDELITY AND DEPOSIT COMPANY OF MARYLAND INCORPORATED 1890

By:

*T. E. Smith* *Assistant Secretary* *Paul C. Rogers* *Vice President*

State of Maryland }
City of Baltimore } ss:

On this 9th day of December, A.D. 2003, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

DENNIS R. HAYDEN HARFORD COUNTY MARYLAND NOTARY PUBLIC

*Dennis R. Hayden* *Notary Public*
My Commission Expires: February 1, 2005

# FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
3910 KESWICK ROAD, BALTIMORE, MD 21203

The F&D Companies

**Statement of Financial Condition**
**As Of December 31, 2003**

## ASSETS

| | |
|---|---|
| Bonds | $ 125,371,211 |
| Stocks | 35,569,210 |
| Mortgage Loans | 2,514,286 |
| Cash in Banks and Offices and Short Term Investments | 1,188,921 |
| Other Accounts Receivable | 1,455,823 |
| TOTAL ADMITTED ASSETS | $ 166,099,451 |

## LIABILITIES, SURPLUS AND OTHER FUNDS

| | | |
|---|---|---|
| Reserve for Taxes and Expenses | | $ 154,962 |
| TOTAL LIABILITIES | | $ 154,962 |
| Capital Stock, Paid Up | $ 5,000,000 | |
| Surplus | 160,944,489 | |
| Surplus as regards Policyholders | | 165,944,489 |
| TOTAL | | $ 166,099,451 |

Securities carried at $15,107,004 in the above statement are deposited as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2003 market quotations for all bonds and stocks owned, the Company's total admitted assets would be $166,895,955 and surplus as regards policyholders $166,740,637.

I, DAVID A. BOWERS, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2003.

*Corporate Secretary*

State of Illinios
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 27th day of February, 2004.

Nancy W. Sieder

*Notary Public*

OFFICIAL SEAL
NANCY W. SIEDER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 7-14-2005

## Certification of Financial Assurance

Principal: Conopco, Inc.
700 Sylvan Avenue
Englewood Cliffs, NJ 07632

Licensee: Conopco, Inc.
40 Merritt Blvd.
Trumbull, CT 06611

NRC License: Application in process

I certify that Conopco, Inc. is licensed (will be licensed upon issuance of NRC license) to possess the following types of sealed sources or plated foils with a half-life greater than 120 days licensed under 10 CFR Part 30, unsealed byproduct material with a half-life greater than 120 days licensed under 10 CFR Part 30 in the following amounts:

| Radioisotope | Chemical/Physical Form | Maximum Amount (millicuries) |
|---|---|---|
| Hydrogen 3 | Any | 1000 |
| Carbon 14 | Any | 500 |
| Phosphorus 32 | Any | 40 |
| Phosphorus 33 | Any | 40 |
| Sulfur 35 | Any | 50 |
| Chlorine 36 | Any | 20 |
| Calcium 45 | Any | 20 |
| Iodine 125 | Non-volatile compounds | 40 |
| Nickel 63 | Foils or plated sources in detector cells | 20 mCi per source and 100 mCi total |

I also certify that financial assurance in the amount of $225,000 has been obtained for the purpose of decommissioning as prescribed by 10 CFR Part 30.

December 15, 2004

Anthony K. Mills
Vice President, Skin Development/CRDD

## Certification of Financial Assurance

Principal: Conopco, Inc.
700 Sylvan Avenue
Englewood Cliffs, NJ 07632

Licensee: Conopco, Inc.
40 Merritt Blvd.
Trumbull, CT 06611

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December 15, 2004

Anthony K. Mills
Vice President, Skin Development/CRDD

BETWEEN:

License Fee Management Branch, ARM
and
Regional Licensing Sections

(FOR LFMS USE)
INFORMATION FROM LTS

Program Code: 03620
Status Code: 3
Fee Category: _____
Exp. Date: 0
Fee Comments: _____
Decom Fin Assur Reqd: _

LICENSE FEE TRANSMITTAL

A. REGION I

1. APPLICATION ATTACHED
   Applicant/Licensee: CONOPCO, INC.
   Received Date: 20041228
   Docket No: 3036785
   Control No.: 136212
   License No.:
   Action Type: Fin. Assurance

2. FEE ATTACHED
   Amount: _____
   Check No.: _____

3. COMMENTS
   Ref. 136211

Signed M. A. Lerhin
Date 12/28/2004

B. LICENSE FEE MANAGEMENT BRANCH (Check when milestone 03 is entered /__/)

1. Fee Category and Amount: _____

2. Correct Fee Paid. Application may be processed for:
   Amendment _____
   Renewal _____
   License _____

3. OTHER _____
   _____

Signed _____
Date _____