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JPMorgan Chase Bank, N.A.
c/o JPMorgan Treasury Services
Global Trade Services
10420 Highland Manor Drive
Tampa, FL 33610

NOV 22, 2006

OUR L/C NO.: [REDACTED]

BENEFICIARY:
U.S. NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555

LADIES AND GENTLEMEN:

BY THE ORDER OF:
STERIGENICS INTERNATIONAL, INC.
ON BEHALF OF STERIGENICS EAST
CORPORATION
2015 SPRING ROAD, SUITE 650
OAK BROOK, ILLINOIS 60523

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WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO: [REDACTED] (THE "LETTER OF CREDIT") IN FAVOR OF U.S. NUCLEAR REGULATORY COMMISSION ("NRC"), AT THE REQUEST AND FOR THE ACCOUNT OF STERIGENICS INTERNATIONAL, INC., ON BEHALF OF STERIGENICS EAST CORPORATION, 2015 SPRING ROAD, SUITE 650, OAK BROOK, ILLINOIS 60523, HOLDER OF THE NRC LICENSE NUMBER 29-30308-01, DOCKET NUMBER 0304162, UP TO THE AGGREGATE AMOUNT OF \$113,000.00 (ONE HUNDRED THIRTEEN THOUSAND AND NO/100 U.S. DOLLARS) AVAILABLE UPON PRESENTATION OF THE FOLLOWING DOCUMENTS:

1. YOUR SIGHT DRAFT(S), DRAWN ON JPMORGAN CHASE BANK, N.A. AND MARKED "DRAWN UNDER JPMORGAN CHASE BANK, N.A. LETTER OF CREDIT NO. [REDACTED]"; AND
2. YOUR SIGNED STATEMENT READING AS FOLLOWS: "THE UNDERSIGNED, AN AUTHORIZED REPRESENTATIVE OF U.S. NUCLEAR REGULATORY COMMISSION, HEREBY CERTIFIES THAT THE AMOUNT OF THE DRAFT IS PAYABLE PURSUANT TO REGULATIONS ISSUED UNDER THE AUTHORITY OF U.S. NUCLEAR REGULATORY COMMISSION."

WE ARE INFORMED THAT THIS LETTER OF CREDIT IS ISSUED IN ACCORDANCE WITH REGULATIONS ISSUED UNDER THE AUTHORITY OF THE U.S. NUCLEAR REGULATORY COMMISSION (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. THE NRC HAS PROMULGATED REGULATIONS IN TITLE 10, CHAPTER I OF THE CODE OF FEDERAL REGULATIONS, PART 30, THAT REQUIRE THAT A HOLDER OF, OR AN APPLICANT FOR, A MATERIALS LICENSE ISSUED UNDER 10 CFR PART 30 PROVIDE ASSURANCE THAT FUNDS WILL BE AVAILABLE WHEN NEEDED FOR DECOMMISSIONING.

NONNEGOTIABLE

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NMSS/RGN/ MATERIALS-002

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NOV 22, 2006

OUR L/C NO.: XXXXXXXXXX

THIS LETTER OF CREDIT IS EFFECTIVE AS OF NOVEMBER 22, 2006 AND SHALL EXPIRE AT OUR OFFICE AT 300 SOUTH RIVERSIDE PLAZA, MAIL CODE IL1-0236, CHICAGO, IL 60606, ATTN: STANDBY LETTER OF CREDIT UNIT, ON FEBRUARY 15, 2008, BUT SUCH EXPIRATION DATE SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR A PERIOD OF 1 YEAR ON FEBRUARY 15, 2008 AND ON EACH SUCCESSIVE EXPIRATION DATE, UNLESS, AT LEAST 90 DAYS BEFORE THE CURRENT EXPIRATION DATE, WE NOTIFY BOTH YOU AND STERIGENICS EAST CORPORATION BY CERTIFIED MAIL OR OVERNIGHT COURIER, THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT FOR ANY SUCH ADDITIONAL PERIOD. IF STERIGENICS EAST CORPORATION IS UNABLE TO SECURE ALTERNATIVE FINANCIAL ASSURANCE TO REPLACE THIS LETTER OF CREDIT WITHIN 30 DAYS OF NOTIFICATION OF OUR NOTICE NOT TO EXTEND, NRC MAY DRAW UPON THE AVAILABLE BALANCE OF THIS LETTER OF CREDIT BY PRESENTING ITS DRAFT AND STATEMENT AS SHOWN IN 1 AND 2 ABOVE, PRIOR TO THE EXPIRATION DATE.

THE BANK SHALL GIVE IMMEDIATE NOTICE TO THE APPLICANT AND NRC OF ANY NOTICE RECEIVED OR ACTION FILED ALLEGING (1) THE INSOLVENCY OR BANKRUPTCY OF THE FINANCIAL INSTITUTION OR (2) ANY VIOLATION OF REGULATORY REQUIREMENTS THAT COULD RESULT IN SUSPENSION OR REVOCATION OF THE BANK'S CHARTER OR LICENSE TO DO BUSINESS. THE FINANCIAL INSTITUTION ALSO SHALL GIVE IMMEDIATE NOTICE IF THE BANK, FOR ANY REASON, BECOMES UNABLE TO FULFILL ITS OBLIGATION UNDER THE LETTER OF CREDIT.

WHENEVER THIS LETTER OF CREDIT IS DRAWN ON, UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, WE SHALL DULY HONOR SUCH DRAFT UPON ITS PRESENTATION TO US WITHIN 30 DAYS OF RECEIPT, AND WE SHALL DEPOSIT THE AMOUNT OF THE DRAFT DIRECTLY INTO THE STANDBY TRUST FUND OF STERIGENICS EAST CORPORATION IN ACCORDANCE WITH YOUR INSTRUCTIONS.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING. REFERENCES IN THIS LETTER OF CREDIT TO OTHER AGREEMENTS, CONTRACTS, DOCUMENTS OR INSTRUMENTS SHALL NOT MODIFY OR AFFECT THE TERMS HEREOF OR CAUSE SUCH AGREEMENTS, CONTRACTS, DOCUMENTS OR INSTRUMENTS TO BE DEEMED INCORPORATED HEREIN.

THE TOTAL OF ALL DRAFTS DRAWN UNDER THIS LETTER OF CREDIT CANNOT EXCEED \$113,000.00 (ONE HUNDRED THIRTEEN THOUSAND AND NO/100 U.S. DOLLARS).

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THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.

PLEASE ADDRESS ALL CORRESPONDENCE REGARDING THIS LETTER OF CREDIT TO THE ATTENTION OF THE STANDBY LETTER OF CREDIT UNIT, 300 S. RIVERSIDE PLAZA, MAIL CODE IL1-0236, CHICAGO, IL 60606-0236, INCLUDING THE LETTER OF CREDIT NUMBER MENTIONED ABOVE. FOR TELEPHONE ASSISTANCE, PLEASE CONTACT THE STANDBY CLIENT SERVICE UNIT AT 1-800-634-1969, SELECT OPTION 1, AND HAVE THIS LETTER OF CREDIT NUMBER AVAILABLE.

VERY TRULY YOURS,
JPMORGAN CHASE BANK, N.A.



AUTHORIZED SIGNATURE