



**UNITED STATES
NUCLEAR REGULATORY COMMISSION**

REGION III
2443 WARRENVILLE ROAD, SUITE 210
LISLE, ILLINOIS 60532-4352

FEB 23 2007

Timothy L. Ellis, RSO
Detector Electronics Corporation
6901 West 110th Street
Minneapolis, MN 55438

Dear Mr. Ellis:

We have been notified by the State of Minnesota that they have received and accepted Detector Electronic 's financial assurance for decommissioning for MDH License Number 1150-100-27. The State informed us that the financial assurance previously covered NRC licensed activities under terminated license number 22-18199-01.

Enclosed you will find the Letter of Credit dated November 5, 2001, Standby Trust Agreement dated November 9, 2001, and Certificate of Financial Assurance dated July 26, 1990, which we have canceled and returned for your records.

In accordance with 10 CFR 2.390 of the NRC's "Rules of Practice," a copy of this letter will be available electronically in the NRC Public Document Room or from the Publicly Available Records (PARS) component of NRC's document system (ADAMS). The NRC's document system is accessible from the NRC Web site at <http://www.nrc.gov/reading-rm/adams.html>.

If you have any questions, please contact Kevin Null of my staff at (630) 829-9854.

Sincerely,

A handwritten signature in black ink, appearing to read "Patricia J. Pelke".

Patricia J. Pelke, Chief
Materials Licensing Branch

Enclosures:

1. Letter of Credit dated November 5, 2001
2. Standby Trust Agreement dated November 9, 2001
3. Certificate of Financial Assurance dated July 26, 1990

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DOCUMENT NAME:G:\SEC\Work in progress\FINassuranceDETelectronicCANCELtr.wpd

Publicly Available Non-Publicly Available Sensitive Non-Sensitive

To receive a copy of this document, indicate in the concurrence box "C" = Copy without attach/encl "E" = Copy with attach/encl "N" = No copy

OFFICE	RIII	RIII	RIII	RIII
NAME	KGNull:mb	PJPelke		
DATE	02/21/07	02/21/07		

OFFICIAL RECORD COPY

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6901 West 110th Street
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Materials Licensing Branch

Enclosure:
As stated

DOCUMENT NAME:G:\SEC\Work in progress\FINassuranceDETelectronicCANCELtr.wpd

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OFFICE	RIII	RIII	RIII	RIII
NAME	KGNull:mb	PJPelke		
DATE	02/16/07	02/16/07		

OFFICIAL RECORD COPY

CUSTOMER REFERENCE: DETECTOR-NRC

STANDBY LETTER OF CREDIT NO. 1S1295467
DATE OF ISSUE: NOVEMBER 5, 2001

ISSUING BANK:
FLEET NATIONAL BANK
C/O GLOBAL TRADE OPERATIONS
1 FLEET WAY, MAIL STOP: PAEH0B02SM
SCRANTON PA 18507-1999

APPLICANT:
DETECTOR ELECTRONICS CORPORATION
6910 WEST 110TH STREET
MINNEAPOLIS, MN 55438

BENEFICIARY:
U. S. NUCLEAR REGULATORY COMMISSION
REGION III
WASHINGTON DC 20555

CANCELLED

AMOUNT & CURRENCY:

~~USD 150,000.00~~

~~ONE HUNDRED FIFTY THOUSAND AND 00/100'S
US DOLLARS~~

~~DATE AND PLACE OF EXPIRY:~~

~~DECEMBER 31, 2002 OUR COUNTERS~~

DEAR SIR OR MADAM:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. 1S1295467 IN YOUR FAVOR, AT THE REQUEST AND FOR THE ACCOUNT OF DETECTOR ELECTRONICS CORPORATION, 6901 WEST 110TH STREET, MINNEAPOLIS, MN 55438 UP TO THE AGGREGATE AMOUNT OF ONE HUNDRED FIFTY THOUSAND US DOLLARS (\$150,000.00), AVAILABLE UPON PRESENTATION OF:

1. YOUR SIGHT DRAFT, BEARING REFERENCE TO THIS LETTER OF CREDIT NO. 1S1295467, AND
2. YOUR SIGNED STATEMENT READING AS FOLLOWS: "I CERTIFY THAT THE AMOUNT OF THE DRAFT IS PAYABLE PURSUANT TO REGULATIONS ISSUED UNDER AUTHORITY OF THE U. S. NUCLEAR REGULATORY COMMISSION".

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER 151295467

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 TO TITLE 10, CHAPTER 1 OF THE CODE OF FEDERAL REGULATIONS, PART 30, WHICH REQUIRE THAT A HOLDER OF, OR AN APPLICANT FOR, A LICENSE ISSUED UNDER 10 CFR PART 30 PROVIDE ASSURANCE THAT FUNDS WILL BE AVAILABLE WHEN NEEDED FOR DECOMMISSIONING.

THIS LETTER OF CREDIT IS EFFECTIVE AS OF NOVEMBER 9, 2001, AND SHALL EXPIRE ON DECEMBER 31, 2002, BUT SUCH EXPIRATION DATE SHALL BE AUTOMATICALLY EXTENDED FOR A PERIOD OF ONE YEAR ON DECEMBER 31, 2002 AND ON EACH SUCCESSIVE EXPIRATION DATE, UNLESS, AT LEAST 90 DAYS BEFORE THE CURRENT EXPIRATION DATE, WE NOTIFY BOTH YOU AND DETECTOR ELECTRONICS CORPORATION (DETECTOR), BY CERTIFIED MAIL, AS SHOWN ON THE SIGNED RETURN RECEIPTS. IF DETECTOR IS UNABLE TO SECURE ALTERNATIVE FINANCIAL ASSURANCE TO REPLACE THIS LETTER OF CREDIT WITHIN 30 DAYS OF NOTIFICATION OF CANCELLATION, THE NRC MAY DRAW UPON THE FULL VALUE OF THE LETTER OF CREDIT PRIOR TO CANCELLATION. THE FINANCIAL INSTITUTION SHALL GIVE IMMEDIATE NOTICE TO DETECTOR AND THE NRC OF ANY NOTICE RECEIVED OR ACTION FILED ALLEGING (1) THE INSOLVENCY OR BANKRUPTCY OF THE UNDERSIGNED FINANCIAL INSTITUTION OR (2) ANY VIOLATIONS OF THE REGULATORY REQUIREMENTS THAT COULD RESULT IN SUSPENSION OR REVOCATION OF THE UNDERSIGNED BANK'S CHARTER OR LICENSE TO DO BUSINESS. THE UNDERSIGNED FINANCIAL INSTITUTION ALSO SHALL GIVE IMMEDIATE NOTICE IF THE BANK, FOR ANY REASON, BECOMES UNABLE TO FULFILL ITS OBLIGATION UNDER THE LETTER OF CREDIT.

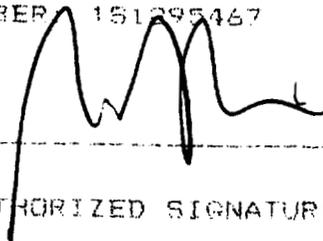
CANCELLED
2/16/2007

WHENEVER THIS LETTER OF CREDIT IS DRAWN ON UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT, WE SHALL DULY HONOR SUCH DRAFT UPON ITS PRESENTATION TO US WITHIN 30 DAYS, AND WE SHALL DEPOSIT THE AMOUNT OF THE DRAFT DIRECTLY INTO THE STANDBY TRUST FUND OF DETECTOR AT STATE STREET BANK & TRUST COMPANY, IN ACCORDANCE WITH YOUR INSTRUCTIONS.

EACH DRAFT MUST BEAR ON ITS FACE THE CLAUSE: "DRAWN UNDER LETTER OF CREDIT NO. 151295467, DATED NOVEMBER 9, 2001, AND THE TOTAL OF THIS DRAFT AND ALL OTHER DRAFTS PREVIOUSLY DRAWN UNDER THIS LETTER OF CREDIT DOES NOT EXCEED \$150,000.00"

THIS CREDIT IS SUBJECT TO THE MOST RECENT EDITION OF THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, PUBLISHED BY THE INTERNATIONAL CHAMBER OF COMMERCE.

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER 151295467



A handwritten signature in black ink, consisting of several loops and a long vertical stroke on the left, positioned above a horizontal dashed line.

AUTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 3 PAGE(S).

CANCELLED

Patricia J. Laine 2/16/2007

STANDBY TRUST AGREEMENT

TRUST AGREEMENT entered into as of November 9, 2001, by and between DETECTOR ELECTRONICS CORPORATION, a Minnesota corporation herein referred to as the "Grantor" and State Street Bank and Trust Company, PO Box 778, Boston, MA 02102-0778, the "Trustee."

WHEREAS, 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, 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 letter of credit to provide all of such financial assurance for the facilities identified herein; and

WHEREAS, when payment is made under a letter of credit, 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 22-18199-01 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 initially as consisting of the property, 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 or 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 Depositor attesting to the occurrence of the events, and in the form set forth in the attached Specimen Certificate, and
- (b) A certificate attesting to the following conditions:
 - 1) that decommissioning is proceeding pursuant to an NRC-approved 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 DETECTOR'S intent to withdraw funds from the escrow fund.

No withdrawal from the Fund can exceed ten percent (10%) of the outstanding balance of the Fund or Fifteen Thousand dollars, whichever is greater, unless NRC written approval is attached.

In the event of the Grantor's 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, or State agency, from the Fund for expenditures for required activities in such amounts as the NRC, or State agency 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 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 FHLM bonds and certificates or State and Municipal bonds rated BBB or higher by Standard and Poors or 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.

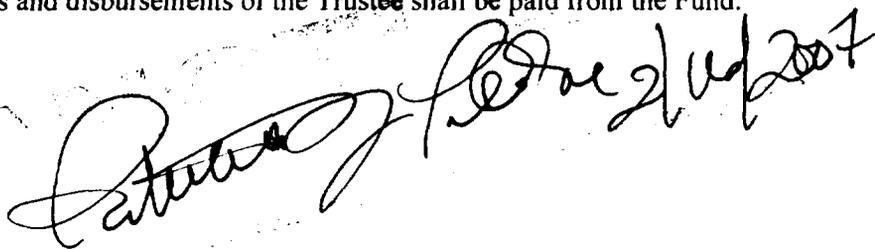
Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

- (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.



A handwritten signature in black ink, appearing to read "Edward J. [unclear]", is written over the bottom right portion of the document. The signature is written in a cursive, flowing style.

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. (See Schedule C.)

Section 13. Successor Trustee. Upon 90 days notice to the NRC, the Trustee may resign; upon 90 days notice to the 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 and this successor accepts the appointment. The successor Trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor Trustee's acceptance of the appointment, 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 Grantor's orders, requests, and instructions. If the NRC issues orders, requests, or instructions to the Trustee these shall be in writing, signed by the NRC or their designees, and 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 instruction from the Grantor and/or the NRC except as 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.

[Handwritten signature and date: 2/14/2007]

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 Commonwealth of Massachusetts.

Section 19. Interpretation and Severability. 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 the incorporate seals to be hereunto affixed and attested as of the date first written above.

ATTEST:

DETECTOR ELECTRONICS CORPORATION

[Title]
[Seal]



Name: John F. Hanrahan
Title: Secretary

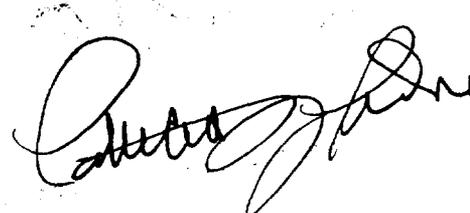
ATTEST:

STATE STREET BANK AND TRUST COMPANY

[Title]
[Seal]



Name: Gregory M. Donovan
Title: Assistant Vice President


 2/14/2007

STANDBY TRUST AGREEMENT

SCHEDULE A

This Agreement demonstrates financial assurance for the following cost estimates for the following licensed activities:

<u>U.S. NUCLEAR REGULATORY COMMISSION LICENSE NUMBER</u>	<u>NAME AND ADDRESS OF LICENSEE</u>	<u>ADDRESS OF LICENSED ACTIVITY</u>	<u>COST ESTIMATES FOR ASSURANCES DEMONSTRATED BY THIS AGREEMENT</u>
22-18199-01	Detector Electronics Corporation 6901 West 110 th Street Minneapolis, MN 55438	6901 West 110 th Street Minneapolis, MN 55438	\$150,000.00

The cost estimates listed here were last adjusted and approved by the NRC on [date].

Andrew J. ... 2/14/2007

STANDBY TRUST AGREEMENT

SCHEDULE B

This Standby Trust has no assets presently, however the Grantor has obtained and delivered to the NRC a letter of credit described below, the proceeds of which may be used to fund this Standby Trust as the NRC may determine.

AMOUNT: \$150,000.00

AS EVIDENCED BY: Fleet National Bank
Irrevocable Standby Letter of Credit No. 1S1295467
in favor of U.S. Nuclear Regulatory Commission, Region
III, Washington DC 20555, as Beneficiary

Carroll J. Stone 2/16/2007

STANDBY TRUST AGREEMENT

SCHEDULE C

Trustee's fees shall be as follows:

Acceptance Fee

An acceptance fee in the amount of \$500.00 shall be payable to the Trustee upon acceptance of its appointment under the Agreement.

Annual Escrow Fee

An annual fee for ordinary services shall be payable in the amount of \$2,000.00 per year or any part of a year (the "Annual Fee"). The Annual Fee shall be due and payable in advance, upon signing of the Trust Agreement; thereafter upon each anniversary date. The Annual Fee shall be subject to adjustment by the Trustee annually, upon notice.

Investment Transaction Fee ; Wire Transfer Fees

An investment charge to cover the purchase and sale of investments held in the escrow account under administration shall be charged as follows: (i) 40 basis points (.4%) per annum of the average daily net assets, with respect to investment in SSgA or other selected money market funds, and (ii) with respect to other investments, \$65.00 per buy/sell. A wire transfer fee of \$20.00 per wire shall be charged for each outgoing wire transfer.

Extraordinary Administrative Expenses

In addition to the Annual Fee, fees for extraordinary services will be determined and charged by appraisal. Such services may include, but are not limited to, additional responsibilities and services incurred in case of default, or dispute or third party claim upon the trust fund.

Out of Pocket Expenses

Out-of-pocket expenses, such as but not limited to counsel fees and expenses, telephone, postage, insurance, shipping charges, outside investment charges and supplies, will be charged at cost.

Lauren J. [Signature] 7/14/2007

Specimen Certificate of Events

State Street Bank and Trust Company
Corporate Trust Division
225 Asylum Street, 23rd Floor
Hartford, CT 06103
Attention: Detector Electronics – NRC Standby Trust

Ladies and Gentlemen:

In accordance with the terms of the Agreement with you dated _____, I, _____,
Secretary of Detector Electronics Corporation, hereby certify that the following events have occurred:

1. Detector Electronics Corporation is required to commence the decommissioning of its facility located at 6901 West 110th Street, Minneapolis MN (hereinafter called 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, on _____ (copy of approval attached).
3. The Board of Directors of Detector Electronics Corporation has adopted the attached resolution authorizing the commencement of the decommissioning.

Secretary of Detector Electronics Corporation

Date

Specimen Certificate of Resolution

I, _____, do hereby certify that I am Secretary of Detector Electronics Corporation, a Minnesota corporation, and that the resolution listed below was duly adopted at a meeting of this Corporation's Board of Directors on _____, 20__.

RESOLVED, that this Board of Directors hereby authorizes the President, or such other employee of the Company as he may designate, to commence decommissioning activities at Detector Electronics Corporation in accordance with the terms and conditions described to this Board of Directors at this meeting and with such other terms and conditions as the President shall approve with and upon the advice of Counsel.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the seal of this Corporation this _____ day of _____, 20__.

Secretary

ACKNOWLEDGEMENT

STATE OF CONNECTICUT

CITY OF HARTFORD

To Wit:

On this ^{9th} day of November 2001, before me, a notary public in and for the city and State aforesaid, personally appeared Gregory M. Donovan, and he did depose and say that he is the Assistant Vice President of State Street Bank and Trust Company, a state chartered trust company organized and in good standing under the laws of the Commonwealth of Massachusetts, Trustee, which executed the above instrument, that he knows the seal of said company; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the company; and that he signed his name thereto by like order.

Katha I. Kerr

My Commission Expires: **KATHA I. KERR**
NOTARY PUBLIC
MY COMMISSION EXPIRES SEPTEMBER 30, 2006

Patricia J. [Signature] 2/16/2007

**DET
TRONICS**

DETECTOR ELECTRONICS CORPORATION

CERTIFICATION OF FINANCIAL ASSISTANCE

Principal:

Edward J. Hone 2/16/2007
Detector Electronics Corporation
6901 West 110th Street
Minneapolis, MN 55438

NRC License Number:

22-18199-01

Facility:

Detector Electronics Corporation
6901 West 110th Street
Minneapolis, MN 55438

Irrevocable Standby Letter of Credit Issued to:

U.S. Nuclear
Regulatory Commission

This is to certify that Detector Electronics Corporation is licensed to possess krypton gas in the maximum amount of 1 curie, and that financial assurance in the amount prescribed by 10 CFR (Part 30), \$150,000 in the form of an irrevocable standby letter of credit, has been obtained for the purpose of decommissioning.

Timothy J. Gallagher

Timothy J. Gallagher
Chief Financial Officer
Detector Electronics Corporation

July 26, 1990
Dated

CONTROL NO. 00073

Patricia A. 2/14/2007

2/16/2007

mm

Patricia J. Lane 2/16/2007

STANDBY TRUST AGREEMENT

TRUST AGREEMENT entered into as of November 9, 2001, by and between DETECTOR ELECTRONICS CORPORATION, a Minnesota corporation herein referred to as the "Grantor" and State Street Bank and Trust Company, PO Box 778, Boston, MA 02102-0778, the "Trustee."

WHEREAS, 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, 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 letter of credit to provide all of such financial assurance for the facilities identified herein; and

WHEREAS, when payment is made under a letter of credit, 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 22-18199-01 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 initially as consisting of the property, 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 or 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 Depositor attesting to the occurrence of the events, and in the form set forth in the attached Specimen Certificate, and
- (b) A certificate attesting to the following conditions:
 - 1) that decommissioning is proceeding pursuant to an NRC-approved 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 DETECTOR'S intent to withdraw funds from the escrow fund.

No withdrawal from the Fund can exceed ten percent (10%) of the outstanding balance of the Fund or Fifteen Thousand dollars, whichever is greater, unless NRC written approval is attached.

In the event of the Grantor's 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, or State agency, from the Fund for expenditures for required activities in such amounts as the NRC, or State agency 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~~ invest 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 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 FHLM bonds and certificates or State and Municipal bonds rated BBB or higher by Standard and Poors or 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.

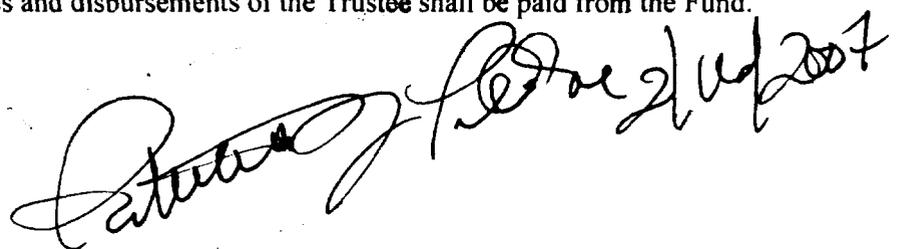
Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

- (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.



A handwritten signature in black ink, appearing to read "L. J. ... 2/14/2007", is written over the bottom right portion of the text.

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.

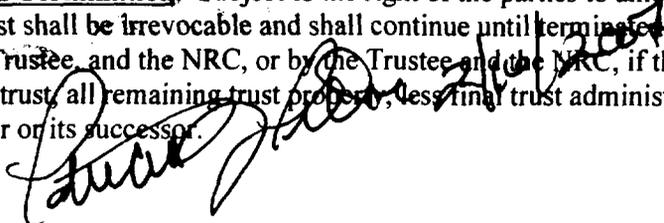
Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing with the Grantor. (See Schedule C.)

Section 13. Successor Trustee. Upon 90 days notice to the NRC, the Trustee may resign; upon 90 days notice to the 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 and this successor accepts the appointment. The successor Trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor Trustee's acceptance of the appointment, 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 Grantor's orders, requests, and instructions. If the NRC issues orders, requests, or instructions to the Trustee these shall be in writing, signed by the NRC or their designees, and 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 instruction from the Grantor and/or the NRC except as 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.

A large, stylized handwritten signature in black ink is written over the bottom portion of the text in Section 16. The signature is cursive and appears to read "Linda J. [unclear]".

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 Commonwealth of Massachusetts.

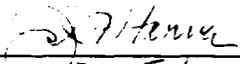
Section 19. Interpretation and Severability. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement. If any 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 the incorporate seals to be hereunto affixed and attested as of the date first written above.

ATTEST:

DETECTOR ELECTRONICS CORPORATION

[Title]
[Seal]



Name: John F. Hannah
Title: Secretary

ATTEST:

STATE STREET BANK AND TRUST COMPANY

[Title]
[Seal]



Name: Gregory M. Donovan
Title: Assistant Vice President

 2/16/2007

STANDBY TRUST AGREEMENT

SCHEDULE A

This Agreement demonstrates financial assurance for the following cost estimates for the following licensed activities:

<u>U.S. NUCLEAR REGULATORY COMMISSION LICENSE NUMBER</u>	<u>NAME AND ADDRESS OF LICENSEE</u>	<u>ADDRESS OF LICENSED ACTIVITY</u>	<u>COST ESTIMATES FOR ASSURANCES DEMONSTRATED BY THIS AGREEMENT</u>
22-18199-01	Detector Electronics Corporation 6901 West 110 th Street Minneapolis, MN 55438	6901 West 110 th Street Minneapolis, MN 55438	\$150,000.00

The cost estimates listed here were last adjusted and approved by the NRC on [date].

Andrew J. ... 2/14/2007

STANDBY TRUST AGREEMENT

SCHEDULE B

This Standby Trust has no assets presently, however the Grantor has obtained and delivered to the NRC a letter of credit described below, the proceeds of which may be used to fund this Standby Trust as the NRC may determine.

AMOUNT: \$150,000.00

AS EVIDENCED BY: Fleet National Bank
Irrevocable Standby Letter of Credit No. 1S1295467
in favor of U.S. Nuclear Regulatory Commission, Region
III, Washington DC 20555, as Beneficiary

Antonia J. Dine 2/16/2007

STANDBY TRUST AGREEMENT

SCHEDULE C

Trustee's fees shall be as follows:

Acceptance Fee

An acceptance fee in the amount of \$500.00 shall be payable to the Trustee upon acceptance of its appointment under the Agreement.

Annual Escrow Fee

An annual fee for ordinary services shall be payable in the amount of \$2,000.00 per year or any part of a year (the "Annual Fee"). The Annual Fee shall be due and payable in advance, upon signing of the Trust Agreement; thereafter upon each anniversary date. The Annual Fee shall be subject to adjustment by the Trustee annually, upon notice.

Investment Transaction Fee ; Wire Transfer Fees

An investment charge to cover the purchase and sale of investments held in the escrow account under administration shall be charged as follows: (i) 40 basis points (.4%) per annum of the average daily net assets, with respect to investment in SSgA or other selected money market funds, and (ii) with respect to other investments, \$65.00 per buy/sell. A wire transfer fee of \$20.00 per wire shall be charged for each outgoing wire transfer.

Extraordinary Administrative Expenses

In addition to the Annual Fee, fees for extraordinary services will be determined and charged by appraisal. Such services may include, but are not limited to, additional responsibilities and services incurred in case of default, or dispute or third party claim upon the trust fund.

Out of Pocket Expenses

Out-of-pocket expenses, such as but not limited to counsel fees and expenses, telephone, postage, insurance, shipping charges, outside investment charges and supplies, will be charged at cost.

James J. [Signature] 7/14/2007

Specimen Certificate of Events

State Street Bank and Trust Company
Corporate Trust Division
225 Asylum Street, 23rd Floor
Hartford, CT 06103
Attention: Detector Electronics – NRC Standby Trust

Ladies and Gentlemen:

In accordance with the terms of the Agreement with you dated _____, I, _____,
Secretary of Detector Electronics Corporation, hereby certify that the following events have occurred:

1. Detector Electronics Corporation is required to commence the decommissioning of its facility located at 6901 West 110th Street, Minneapolis MN (hereinafter called 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, on _____ (copy of approval attached).
3. The Board of Directors of Detector Electronics Corporation has adopted the attached resolution authorizing the commencement of the decommissioning.

Secretary of Detector Electronics Corporation

Date

Specimen Certificate of Resolution

I, _____, do hereby certify that I am Secretary of Detector Electronics Corporation, a Minnesota corporation, and that the resolution listed below was duly adopted at a meeting of this Corporation's Board of Directors on _____, 20__.

RESOLVED, that this Board of Directors hereby authorizes the President, or such other employee of the Company as he may designate, to commence decommissioning activities at Detector Electronics Corporation in accordance with the terms and conditions described to this Board of Directors at this meeting and with such other terms and conditions as the President shall approve with and upon the advice of Counsel.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the seal of this Corporation this _____ day of _____, 20__.

Secretary

ACKNOWLEDGEMENT

STATE OF CONNECTICUT

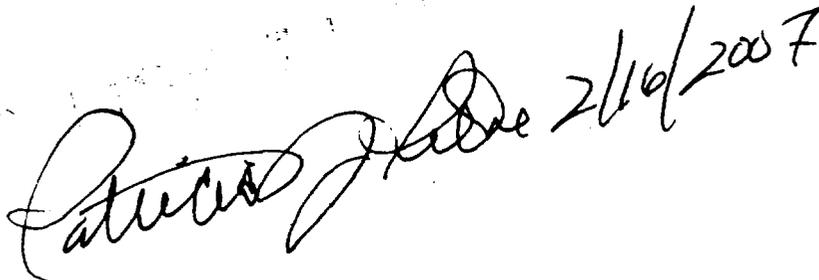
CITY OF HARTFORD

To Wit:

On this ^{9th} day of November 2001, before me, a notary public in and for the city and State aforesaid, personally appeared Gregory M. Donovan, and he did depose and say that he is the Assistant Vice President of State Street Bank and Trust Company, a state chartered trust company organized and in good standing under the laws of the Commonwealth of Massachusetts, Trustee, which executed the above instrument, that he knows the seal of said company; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the company; and that he signed his name thereto by like order.



My Commission Expires: **KATHA I. KERR**
NOTARY PUBLIC
MY COMMISSION EXPIRES SEPTEMBER 30, 2006



DET
TRONICS

DETECTOR ELECTRONICS CORPORATION

CERTIFICATION OF FINANCIAL ASSISTANCE

Principal:

Detector Electronics Corporation
6901 West 110th Street
Minneapolis, MN 55438

Approved 2/16/2007

NRC License Number:

22-18199-01

Facility:

Detector Electronics Corporation
6901 West 110th Street
Minneapolis, MN 55438

Irrevocable Standby Letter of Credit Issued to:

U.S. Nuclear
Regulatory Commission

This is to certify that Detector Electronics Corporation is licensed to possess krypton gas in the maximum amount of 1 curie, and that financial assurance in the amount prescribed by 10 CFR (Part 30), \$150,000 in the form of an irrevocable standby letter of credit, has been obtained for the purpose of decommissioning.

Timothy J. Gallagher

Timothy J. Gallagher
Chief Financial Officer
Detector Electronics Corporation

July 26, 1990
Dated

CONTROL NO. 00073