

MATERIALS LICENSE

Amendment No. 21

Pursuant to the Atomic Energy Act of 1954, as amended, the Energy Reorganization Act of 1974 (Public Law 93-438), and Title 10, Code of Federal Regulations, Chapter I, Parts 30, 31, 32, 33, 34, 35, 36, 39, 40, and 70, and in reliance on statements and representations heretofore made by the licensee, a license is hereby issued authorizing the licensee to receive, acquire, possess, and transfer byproduct, source, and special nuclear material designated below; to use such material for the purpose(s) and at the place(s) designated below; to deliver or transfer such material to persons authorized to receive it in accordance with the regulations of the applicable Part(s). This license shall be deemed to contain the conditions specified in Section 183 of the Atomic Energy Act of 1954, as amended, and is subject to all applicable rules, regulations, and orders of the Nuclear Regulatory Commission now or hereafter in effect and to any conditions specified below.

OFFICIAL RECORD COPY

Licensee		In accordance with the letter dated May 8, 1996,	
1. Lockheed Martin Corporation		3. License Number SUB-831 is amended in its entirety to read as follows:	
2. P. O. Box 8555 Philadelphia, Pennsylvania 19101		4. Expiration Date October 31, 2000	
		5. Docket or Reference No. 040-07344	
6. Byproduct, Source, and/or Special Nuclear Material	7. Chemical and/or Physical Form	8. Maximum Amount that Licensee May Possess at Any One Time Under This License	
A. Uranium (Natural or depleted in the isotope Uranium-235)	A. Any	A. 200 kilograms	
B. Thorium	B. Any	B. 200 kilograms	
9. Authorized use			
A. and B. Research and development as defined in 10 CFR 30.4 and manufacturing related to missile and space programs.			

CONDITIONS

10. Licensed material may be used at the licensee's facilities at 3198 Chestnut Street, and 401 E. Hunting Park Avenue in Philadelphia, Pennsylvania; Building 100 and Astrospace Division facilities on 230 Mall Boulevard, Building 21, and 720 Vandenberg Road in King of Prussia, Pennsylvania; and at temporary job sites of the licensee anywhere in the United States where the U.S. Nuclear Regulatory Commission maintains jurisdiction for regulating the use of licensed material.
11. A. Licensed material shall be used by, or under the supervision of, individuals designated by the Ionizing Radiation Advisory Group, Dr. S. J. Mucha, Chairman.
- B. The Radiation Safety Officer for this license is John L. Andrews.
12. The licensee shall not use licensed material in or on human beings or in field applications where activity is released except as provided otherwise by specific condition of this license.
13. The licensee may transport licensed material in accordance with the provisions of 10 CFR 71, "Packaging and Transportation of Radioactive Material."

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Information in this record was deleted
in accordance with the Freedom of Information
Act, exemptions 4

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FOIA-2007-304

MATERIALS LICENSE
SUPPLEMENTARY SHEET

License Number

SUB-831

Docket or Reference Number

040-07344

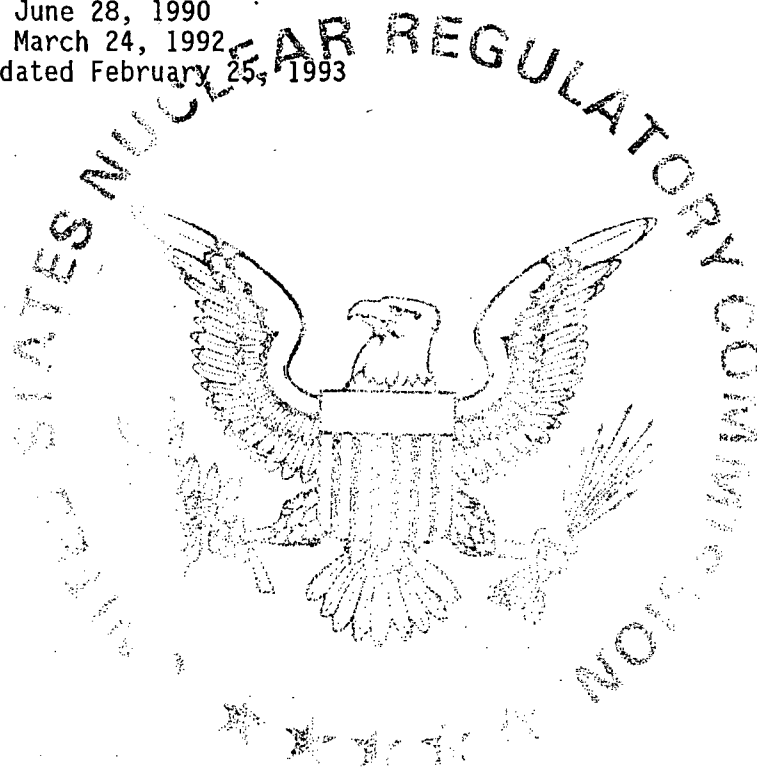
Amendment No. 21

(Continued)

CONDITIONS

14. Except as specifically provided otherwise in this license, the licensee shall conduct its program in accordance with the statements, representations, and procedures contained in the documents including any enclosures, listed below. The Nuclear Regulatory Commission's regulations shall govern unless the statements, representations and procedures in the licensee's application and correspondence are more restrictive than the regulations.

- A. Application dated April 26, 1989
- B. Letter dated June 28, 1990
- C. Letter dated March 24, 1992
- D. Application dated February 25, 1993



DEC 30 1996

Date _____

For the U.S. Nuclear Regulatory Commission
Original Signed By:
Francis M. Costello

By _____

Nuclear Materials Safety Branch
Region I
King of Prussia, Pennsylvania 19406

DEC 30 1996

Dr. S.J. Mucha, Chairman
Ionizing Radiation Advisory Group
Lockheed Martin Corporation
P.O. Box 8555
Philadelphia, PA 19101

Dear Dr. Mucha:

This refers to your license amendment request. Enclosed with this letter is the amended license. Please note that as part of this amendment, in accordance with 10 CFR 40.42, effective February 15, 1996, the expiration date of your license has been extended by a period of five years. Your new expiration date is stated in Item 4 of the license.

In reference to your submittals dated July 5, 1996, July 25, 1996, August 5, 1996 and August 27, 1996 to provide financial assurance for License Nos. 37-02006-05, 37-02006-09 and SUB-831, we have reviewed these documents and have no further questions at this time.

Based on the information provided in the above referenced documents, you are presently in compliance with the financial assurance requirements outlined in the decommissioning rule in 10 CFR 30.35, and 40.36.

Please review the enclosed document carefully and be sure that you understand and fully implement all the conditions incorporated into the amended license. If there are any errors or questions, please notify the U.S. Nuclear Regulatory Commission, Region I Office, Licensing Assistance Team, (610) 337-5093 or 5239, so that we can provide appropriate corrections and answers.

Thank you for your cooperation.

Sincerely,

Original Signed By:
Francis M. Costello

Francis M. Costello, Chief
Nuclear Materials Safety Branch 3
Division of Nuclear Materials Safety

License No. SUB-831
Docket No. 040-07344
Control No. 123249

Enclosure:
Amendment No. 21

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Dr. S.J. Mucha
Lockheed Martin Corporation

-2-

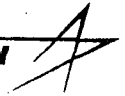
DOCUMENT NAME: R:\WPS\MLTR\LSUB-831

To receive a copy of this document, indicate in the box: "C" = Copy w/o attach/encl "E" = Copy w/ attach/encl "N" = No copy

OFFICE	DNMS/RI	<input checked="" type="checkbox"/> N	DNMS/RI	<input checked="" type="checkbox"/> N				
NAME	Reber/eh		Costello					
DATE	08/30/96		08/10/96		08/ /96		08/ /96	

OFFICIAL RECORD COPY

LOCKHEED MARTIN



MS16
L-3

August 27, 1996

Mr. Mohamed M. Shanbaky, Chief
Division of Radiation Safety and Safeguards
U.S. Nuclear Regulatory Commission, Region 1
475 Allendale Road
King of Prussia, PA 19406-1415

Re: Financial Assurance for Decommissioning
License nos: SUB-831 37-02006-05 37-02006-09
Docket nos: 040-07344 030-06046 030-12894

Dear Mr. Shanbaky:

Attached please find an original standby trust agreement from Bank of Montreal Trust Company (note the blue ink signatures and the raised seals for the notary which indicate it is an original). This is to replace the previously submitted standby trust agreement dated July 7, 1996. Per your instructions, we have added the "Acknowledgement" (4.3.4), the "Specimen Certificate of Events" (4.3.2.1), and the "Certificate of Resolution" (4.3.2.2).

Could you please send me the July 7th standby trust agreement? My mailing address is:

6801 Rockledge Blvd.
Bethesda, MD 20817

244

The original standby letter of credit (no. (b)(4)) from Wachovia Bank remains in full force and effect, of course.

Please do not hesitate to call me or John Andrews (610-354-3840) if there are any questions. Thank you.

Sincerely,

Patricia L. Ryan
Director Trade Finance
301-897-6172

cc: John Andrews, LM Missiles & Space
Jim DeNaploi, LM Legal
Sue Fabos, LM Legal

OFFICIAL RECORD COPY

123249
AUG 28 1996

ML 10

Lockheed Martin Corporation

**STANDBY TRUST AGREEMENT
for the benefit of the U.S. Nuclear Regulatory Commission**

TRUST AGREEMENT, the Agreement entered into as of August 22, 1996 by and between Lockheed Martin Corporation, a Maryland corporation, herein referred to as the "Grantor," and Bank of Montreal Trust Company, 77 Water Street, New York, New York 10005, incorporated in the State of New York, 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 and 40. These regulations, applicable to the Grantor, require that a holder of, or an applicant for, a Part 30 and 40 license provide assurance that funds will be available when needed for required decommissioning activities.

WHEREAS, the Grantor has elected to use of 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 Nos. SUB-831, 37-02006-05, 37-02006-09; Docket Nos. 040-07344, 030-06046, 030-12894 issued pursuant to 10 CFR Part 30 and 40 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 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 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 Lockheed Martin Corporation's intent to withdraw funds from the escrow fund.

No withdrawal from the fund can exceed 100 (One Hundred) percent of the outstanding balance of the Fund or \$226,000.00 dollars, whichever is greater, unless NRC 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, 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 FHLM bonds and certificates or State and Municipal bonds rated BBB or higher by the 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 which 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 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 matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel with respect to any questions 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 upon 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 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 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 instructions from the Grantor and/or 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.

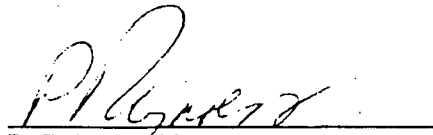
Section 17. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this trust, or in carrying out any directions by the Grantor or the NRC issued in accordance with this Agreement. 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.

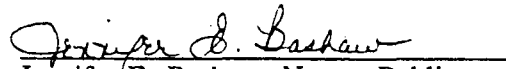
Section 19. Interpretation and Severability. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement. If any 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.

GRANTOR:
LOCKHEED MARTIN CORPORATION

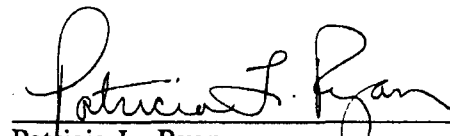

P.C. Reynolds
Assistant Treasurer

On this 22nd day of August, 1996, before me, the undersigned notary, personally appeared P.C. Reynolds, Assistant Treasurer of Lockheed Martin Corporation, known to me to be the person whose name is subscribed to within the instrument and acknowledged that he executed the same for the purpose therein contained.

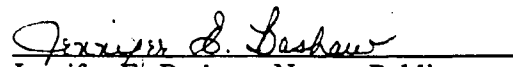

Jennifer E. Bashaw, Notary Public

Jennifer E. Bashaw, Notary Public
Montgomery County
State of Maryland
My Commission Expires Dec. 7, 1996

Attest:

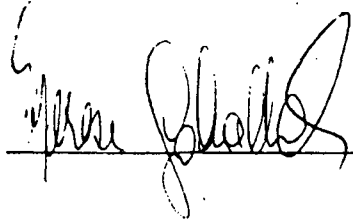

Patricia L. Ryan
Director Trade Finance

On this 22nd day of August, 1996, before me, the undersigned notary, personally appeared Patricia L. Ryan, Director Trade Finance of Lockheed Martin Corporation, known to me to be the person whose name is subscribed to within the instrument and acknowledged that she executed the same for the purpose therein contained.

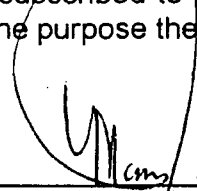

Jennifer E. Bashaw, Notary Public

Jennifer E. Bashaw, Notary Public
Montgomery County
State of Maryland
My Commission Expires Dec. 7, 1996

TRUSTEE:
BANK OF MONTREAL TRUST COMPANY



On this 26th day of August, 1996, before me, the undersigned notary personally appeared Therese Gaballah, a Vice President of Bank of Montreal Trust Company, known to me to be the person whose name is subscribed to within the instrument and acknowledged that she executed the same for the purpose therein contained.



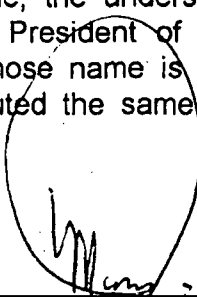
Maureen Radigan, Notary Public

Attest:



MAUREEN RADIGAN
Notary Public, State of New York
No. 31-4971219
Qualified in New York County 96
Commission Expires August 27, 1996

On this 26th day of August, 1996, before me, the undersigned notary, personally appeared Amy Roberts, and Assistant Vice President of Bank of Montreal Trust Company, known to me to be the person whose name is subscribed to within the instrument and acknowledged that she executed the same for the purpose therein contained.



Maureen Radigan, Notary Public

MAUREEN RADIGAN
Notary Public, State of New York
No. 31-4971219
Qualified in New York County 96
Commission Expires August 27, 1996

SCHEDULE A

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

US Nuclear Regulatory Commission <u>License Number</u>	Name and Address of <u>Licensee</u>	Address of Licensed <u>Activity</u>	Cost Estimates for Regulatory Assurances Demonstrated by <u>this Agreement</u>
SUB-831 37-02006-05 37-02006-09	Lockheed Martin Corporation 6801 Rockledge Dr. Betheda, MD 20817	230 Mall Blvd. King of Prussia, PA 19406	\$226,000.00

The cost estimates listed here were last adjusted and approved by the NRC in 1994.

SCHEDULE B

List of Property Comprising Trust Fund

Amount: \$226,000.00

As evidenced by: Wachovia Bank of North Carolina, letter of credit no

(b)(4)

EXH

SCHEDULE C

Bank of Montreal Trust Company, Trustee's fees shall be \$1,000.00 per annum.

SPECIMEN CERTIFICATE OF EVENTS

Bank of Montreal Trust Company
77 Water Street
New York, New York 10005

Attention: Trust Division

Gentlemen:

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

1. Lockheed Martin Corporation is required to commence the decommissioning of its facility located at 230 Mall Blvd., King of Prussia, PA 19406 (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 Lockheed Martin Corporation has adopted the attached resolution authorizing the commencement of the decommissioning.

Secretary of Lockheed Martin Corporation

Date


SPECIMEN CERTIFICATE OF RESOLUTION

I, _____, do hereby certify that I am Secretary of [insert name of licensee], a [insert state of incorporation] corporation, and that the resolution listed below was duly adopted at a meeting of this Corporation's Board of Directors on _____, 19____.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the seal of this Corporation this _____ day of _____, 19____.

Secretary

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 [insert name of facility] 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.

TELEPHONE CONVERSATION RECORD		Date: August 12, 1996	Time: 4:00 pm
Mail Control No.: 123249	License No.: SUB-831 37-02006-09	Docket No.: 040-07344 030-12894	
Person Called: John Andrews	Organization: Martin Marietta	Telephone Number: (610) 354-3840	
Person Calling: Eric H. Reber / (215) 337-5276			
Subject: Financial Assurance			
Summary: Please provide originally signed documents. Please submit Specimen Cert. of Events Please provide Cert. of Resolution Please provide Acknowledgement			
Action Required/Taken:			
Signature: 		Date: 8/12/96	

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LOCKHEED MARTIN

MISSILES & SPACE : VALLEY FORGE OPERATION

POST OFFICE BOX 8555

PHILADELPHIA, PENNSYLVANIA 19101

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August 5, 1996

Mr. Eric Reber, Senior Health Physicist
Division of Nuclear Materials Safety: Region 1
US Nuclear Regulatory Commission
475 Allendale Road
King of Prussia, PA 19406

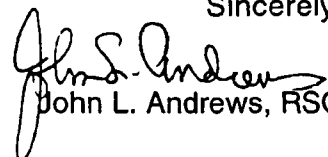
Re: Decommissioning Funding Plan, Licenses No. 37-02006-05 and -09, SUB-831

Dear Mr. Reber:

I am supplying as an attachment the Tables 1, "Annual Radioactive Materials List and Estimated Decommissioning Costs", from our records for 1994, 1995 and 1996; these material removal tables are complete, i.e. there are no additional site cleanup requirements. These tables show the evolution of the costs covered by the Standby Letter of Credit.

The issue of the original copy in the July submission by our Treasury appears to be almost moot; they advise me a new issue is forthcoming due to the need for a Notary tied to the Acknowledgement. When received, they will want you to return the July submission.

Sincerely,


John L. Andrews, RSO

Attachment

cc: Dr. T. A. Hoover, M.D., E. M. Wisser

OFFICIAL RECORD COPY

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123249

AUG - 6 1996

Table 1 Radioactive Materials and Estimated Decommissioning Costs (\$)

Rad. Mat'l	Isotope /	NRC License #			*: Notes
Item	Activity (Curies)	SUB 831	37-	37-	
			02006-05	02006-09	
		Decommissioning Costs			
A	Am241 / 1.0		160,000		
B	Sr90 / 10.0		3,700		
C	Sr90 / 0.1		1,500		
D	Pu239 / 5 micro		5,000		
E	Pu238 / 0.09		15,000		
F	Co60 / 0.016		1,500		
G	Various / < 0.001		1,000		Density gauge and instrument calibration sources.
H	Kr85 / 0				Transferred in 1992.
I	Cs137 / 0.1 nano		*see note.		DOD/DNA property; transfer in process.
J	Co60 / (b)(4) EX4			25,000	Two Gammacells
K	Depleted U (DU) / < 10 micro	2,000			Urethane resin with DU as a filler (250 cc).
L	U235 / 0				Container tag marking was in error; see item 'O' for contents.
M	Th232 / 0.0063	*see note.			USAF property (form is MgTh plates); transfer in process.
N	Various / 0				Decontamination of Room U8604 completed (1/94).
O (new)	U / approx. 45 lbs	2,000			Covered metal pail marked as item 'L' has 2 bags of low enrichment U dioxide.
P (new)	Kr85 / 0.66		1,500		Activity as of 1/94.
Q (new)	Depleted U / < 0.1	*see note.			Two items of DOE property on short term loan from Sandia and Los Alamos.
R (new)	Th232 / approx. 0.003	*see note.			USAF property (MgTh) in multiple spacecraft ready for shipment.
S (new)	Various / < 1 milli		500		Waste, to be removed in 1994.
SUBTOTALS		4,000	189,700	25,000	218,700
Administration (See text).					11,300
TOTAL					230,000

Table 1 Radiactive Materials and Estimated Decommissioning Costs (\$)

Rad. Mat'l	Isotope / Activity (Curies)	ESTIMATED DECOMMISSIONING COSTS (\$)			Notes
Item No.		NRC	License #		
		SUB 831	37-	37-	
			02006-05	02006-09	
A	Am241 / 1.0		160,000		
B	Sr90 / 10.0		3,700		
C	Sr90 / 0.1		1,500		
D	Pu239 / 5 micro		5,000		
E	Pu238 / 0.09		15,000		
F	Co60 / 0.016		1,500		
G	Various / < 0.001		1,000		Density gauge, test samples and instrument calibration sources.
I	Cs137 / 0.1 nano		0		DOD/DNA property; will ship as waste in 1996, on contract.
J	Co60 (b)(4)	EX4		25,000	Two Gammacells
M	Th232 / 0.0063	0			USAF property (form is MgTh plates).
P (new)	Kr85 / 0.66		1,500		Activity as of 1/94.
R (new)	Th232 / approx. 0.003	0			USAF property (MgTh) in multiple spacecraft.
SUBTOTALS		0	189,200	25,000	214,200
Administration (See text)					11,800
			TOTAL		226,000

TELEPHONE CONVERSATION RECORD		Date: August 2, 1996	Time: 10:15 am
Mail Control No.: 123186 123249		License No.: 37-02006-09 030-12894	Docket No.: SUB-831 040-07344
Person Called: John L. Andrews		Organization: Martin Marietta	Telephone Number: (610) 354-3840
Person Calling: Eric H. Reber / (215) 337-5276			
Subject: Financial Assurance			
Summary: Please provide originally signed documents. Why \$226K instead of \$230k per DFP dated 4/22/94? He said that they have amended their DFP and that he will send a copy. Please submit Specimen Cert. of Events Please provide Cert. of Resolution Please provide Acknowledgement			
Action Required/Taken:			
Signature: <i>Eric H. Reber</i>		Date: 8/2/96	

Signed "Official Record"
8/2/96

Master Copy

LOCKHEED MARTIN

MISSILES & SPACE: VALLEY FORGE OPERATION

POST OFFICE BOX 8555

PHILADELPHIA, PENNSYLVANIA 19101

July 25, 1996

Ms, Elizabeth Ulrich, Senior Health Physicist
Division of Nuclear Materials Safety: Region 1
US Nuclear Regulatory Commission
475 Allendale Road
King of Prussia, PA 19406

Re: License No. 37-02006-09 and License No. SUB-831
Docket No. 3012894 Docket No. 4007344
Control Number 123249

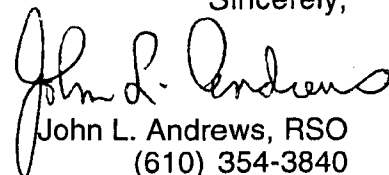
Ref.: Licensee Name Change, letter of April 12, 1996: Andrews to Ulrich

Dear Ms. Ulrich:

This letter and its two Attachment No. 1's provide Amendment requests re the above licenses consequent to the change of corporate name from Martin Marietta Corporation to Lockheed Martin Corporation which occurred earlier this year.

The check for the required amendment fee for the SUB-831 license was requested in late June after receipt of the 'bill' dated June 13, on NRC Form 577. The check for the required amendment fee for the 37-02006-09 license was requested this week. Both checks are to be sent to your Controller's Washington address.

Sincerely,


John L. Andrews, RSO
(610) 354-3840

cc: Dr. T. A. Hoover, M.D.
E. M. Wisser

OFFICIAL RECORD COPY

FILE 10

123249

JUL 26 1996

ATTACHMENT NO. 1

**AMENDMENT APPLICATION
AND
INFORMATION SUPPLIED

RE
NAME CHANGE**

APPLICATION FOR MATERIAL LICENSE

INSTRUCTIONS: SEE THE APPROPRIATE LICENSE APPLICATION GUIDE FOR DETAILED INSTRUCTIONS FOR COMPLETING APPLICATION. SEND TWO COPIES OF THE ENTIRE COMPLETED APPLICATION TO THE NRC OFFICE SPECIFIED BELOW.

APPLICATIONS FOR DISTRIBUTION OF EXEMPT PRODUCTS FILE APPLICATIONS WITH:

U.S. NUCLEAR REGULATORY COMMISSION
DIVISION OF FUEL CYCLE AND MATERIAL SAFETY, NM55
WASHINGTON, DC 20555

ALL OTHER PERSONS FILE APPLICATIONS AS FOLLOWS, IF YOU ARE LOCATED IN:

CONNECTICUT, DELAWARE, DISTRICT OF COLUMBIA, MAINE, MARYLAND,
MASSACHUSETTS, NEW HAMPSHIRE, NEW JERSEY, NEW YORK, PENNSYLVANIA,
RHODE ISLAND, OR VERMONT, SEND APPLICATIONS TO:

U.S. NUCLEAR REGULATORY COMMISSION, REGION I
NUCLEAR MATERIALS SAFETY SECTION B
475 ALLENDALE ROAD
KING OF PRUSSIA, PA 19406

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, MISSISSIPPI, NORTH CAROLINA,
PUERTO RICO, SOUTH CAROLINA, TENNESSEE, VIRGINIA, VIRGIN ISLANDS, OR
WEST VIRGINIA, SEND APPLICATIONS TO:

U.S. NUCLEAR REGULATORY COMMISSION, REGION II
NUCLEAR MATERIALS SAFETY SECTION
101 MARIETTA STREET, SUITE 2900
ATLANTA, GA 30323

IF YOU ARE LOCATED IN:

ILLINOIS, INDIANA, IOWA, MICHIGAN, MINNESOTA, MISSOURI, OHIO, OR
WISCONSIN, SEND APPLICATIONS TO:

U.S. NUCLEAR REGULATORY COMMISSION, REGION III
MATERIALS LICENSING SECTION
799 ROOSEVELT ROAD
GLEN ELLYN, IL 60137

ARKANSAS, COLORADO, IDAHO, KANSAS, LOUISIANA, MONTANA, NEBRASKA,
NEW MEXICO, NORTH DAKOTA, OKLAHOMA, SOUTH DAKOTA, TEXAS, UTAH,
OR WYOMING, SEND APPLICATIONS TO:

U.S. NUCLEAR REGULATORY COMMISSION, REGION IV
MATERIAL RADIATION PROTECTION SECTION
611 RYAN PLAZA DRIVE, SUITE 1000
ARLINGTON, TX 76011

ALASKA, ARIZONA, CALIFORNIA, HAWAII, NEVADA, OREGON, WASHINGTON,
AND U.S. TERRITORIES AND POSSESSIONS IN THE PACIFIC, SEND APPLICATIONS
TO:

U.S. NUCLEAR REGULATORY COMMISSION, REGION V
NUCLEAR MATERIALS SAFETY SECTION
1460 MARIA LANE, SUITE 210
WALNUT CREEK, CA 94596

PERSONS LOCATED IN AGREEMENT STATES SEND APPLICATIONS TO THE U.S. NUCLEAR REGULATORY COMMISSION ONLY IF THEY WISH TO POSSESS AND USE LICENSED MATERIAL IN STATES SUBJECT TO U.S. NUCLEAR REGULATORY COMMISSION JURISDICTION.

1. THIS IS AN APPLICATION FOR (Check appropriate item)

- ☐ A. NEW LICENSE
☒ B. AMENDMENT TO LICENSE NUMBER SUB-831
☐ C. RENEWAL OF LICENSE NUMBER _____

Re: **Corporate Name Change**

2. NAME AND MAILING ADDRESS OF APPLICANT (Include Zip Code)

Lockheed Martin Corporation
P. O. Box 8555
Philadelphia, PA 19101

3. ADDRESS(ES) WHERE LICENSED MATERIAL WILL BE USED OR POSSESSED.

Valley Forge Space Center
230 Mall Blvd. (was Coddard Blvd, prior to name change)
King of Prussia, PA 19406

4. NAME OF PERSON TO BE CONTACTED ABOUT THIS APPLICATION

John L. Andrews, RSO

TELEPHONE NUMBER

(610) 354-3840

SUBMIT ITEMS 5 THROUGH 11 ON 8 1/2 x 11" PAPER. THE TYPE AND SCOPE OF INFORMATION TO BE PROVIDED IS DESCRIBED IN THE LICENSE APPLICATION GUIDE.

5. RADIOACTIVE MATERIAL

a. Element and mass number, b. chemical and/or physical form, and c. maximum amount
which will be possessed at any one time.

6. PURPOSE(S) FOR WHICH LICENSED MATERIAL WILL BE USED.

**7. INDIVIDUAL(S) RESPONSIBLE FOR RADIATION SAFETY PROGRAM AND THEIR
TRAINING AND EXPERIENCE.**

8. TRAINING FOR INDIVIDUALS WORKING IN OR FREQUENTING RESTRICTED AREAS.

9. FACILITIES AND EQUIPMENT.

10. RADIATION SAFETY PROGRAM.

11. WASTE MANAGEMENT.

12. LICENSEE FEES (See 10 CFR 170 and Section 170.31)

FEE CATEGORY **2C**

AMOUNT
ENCLOSED \$ **400** (Separate
Mailing)

**13. CERTIFICATION. (Must be completed by applicant) THE APPLICANT UNDERSTANDS THAT ALL STATEMENTS AND REPRESENTATIONS MADE IN THIS APPLICATION ARE
BINDING UPON THE APPLICANT.**

THE APPLICANT AND ANY OFFICIAL EXECUTING THIS CERTIFICATION ON BEHALF OF THE APPLICANT, NAMED IN ITEM 2, CERTIFY THAT THIS APPLICATION IS
PREPARED IN CONFORMITY WITH TITLE 10, CODE OF FEDERAL REGULATIONS, PARTS 30, 32, 33, 34, 35, AND 40 AND THAT ALL INFORMATION CONTAINED HEREIN,
IS TRUE AND CORRECT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF.

WARNING: 18 U.S.C. SECTION 1001 ACT OF JUNE 25, 1948, 62 STAT. 749 MAKES IT A CRIMINAL OFFENSE TO MAKE A WILLFULLY FALSE STATEMENT OR REPRESENTATION
TO ANY DEPARTMENT OR AGENCY OF THE UNITED STATES AS TO ANY MATTER WITHIN ITS JURISDICTION.

SIGNATURE - CERTIFYING OFFICER

TYPED/PRINTED NAME

TITLE

DATE

John L. Andrews
for Dr. Hoover

T. Hoover, M.D.

Chairman, Ionizing
Radiation Advisor Group

7/25/96

FOR NRC USE ONLY

TYPE OF FEE	FEE LOG	FEE CATEGORY	COMMENTS	APPROVED BY
AMOUNT RECEIVED	CHECK NUMBER			DATE

Information Supplied re Change of Ownership

Martin Marietta Corporation (MMC) was consolidated into the Lockheed Martin Corporation (LMC) by a merger action of the Boards of Directors in late January 1996.

This merger action became known here in March and we have subsequently determined that a license amendment is necessary; this document provides supporting information per the guidelines of the NRC Information Notice 89-25, Rev. 1. The merger action has no affect on, or interference with, the NRC's control or inspection abilities on this License originally issued to the former MMC.

a. Control Person Changes

No controlling persons have had changes in responsibility as a result of the consolidation. Recently, Mr. Edward M. Morgan, the former Manager of this site (Valley Forge Operations), has been promoted to Vice President of LMMS Military Space Programs and has been replaced by Mr. Salvatore C. Capodici, Vice President of Valley Forge Operations.

b. Transaction Description

Martin Marietta Corporation (MMC) was consolidated into the Lockheed Martin Corporation (LMC) by a merger action of the Boards of Directors in late January 1996. About a year ago, both the Lockheed Corporation and MMC became wholly-owned subsidiaries of LMC as the outcome of a merger between the two corporations.

c. Planned Changes

No operational changes are planned as a direct result of the 1996 Corporate Consolidation action.

Any changes in Licensed activity due to the facilities consolidation announcement of June 1995, such as the 1998 closure of spacecraft production operations at this location, will be handled by the normal license amendment method at future dates.

LOCKHEED MARTIN



July 5, 1996

Mr. Mohamed M. Shanbaky, Chief
Division of Radiation Safety and Safeguards
U.S. Nuclear Regulatory Commission, Region 1
475 Allendale Road
King of Prussia, PA 19406-1415

Re: Financial Assurance for Decommissioning
License nos: SUB-831 37-02006-05 37-02006-09
Docket nos: 040-07344 030-06046 030-12894

Dear Mr. Shanbaky:

For the above referenced License nos. and Docket nos., attached please
find the original standby trust agreement from Bank of Montreal Trust
Company and the original standby letter of credit ^{(b)(4)} from
Wachovia Bank of Georgia, N.A. Both documents are in the amount of
US\$226,000.00

EN 4

Please do not hesitate to call me or John Andrews (610-354-3840) if
there are any questions. Thank you for your help.

Sincerely,

Patricia L. Ryan
Director Trade Finance
301-897-6172

cc: John Andrews, LM Missiles & Space
Jim DeNapoli, LM Legal
Sue Fabos, LM Legal

120887/123186/123249

JUL - 8 1996

OFFICIAL RECORD COPY

NAL 10

WACHOVIA BANK OF GEORGIA, N.A.
INTERNATIONAL TRADE SERVICES
2400 PIEDMONT ROAD, NE
ATLANTA, GA 30324

JULY 2, 1996

OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO.:

(b)(4)

EX4

BENEFICIARY:

CHIEF
MR. MOHAMED M. SHANBAKY
DIVISION OF RADIATION SAFETY AND
SAFEGUARDS
U.S. NUCLEAR REGULATORY COMMISSION,
REGION I, 475 ALLENDALE ROAD
KING OF PRUSSIA, PA 19406-1415

APPLICANT:

LOCKHEED MARTIN CORPORATION
6801 ROCKLEDGE DRIVE
BETHESDA, MARYLAND 20817

AMOUNT: USD \$226,000.00
EXACTLY TWO HUNDRED TWENTY SIX
THOUSAND AND NO/100
ONLY U.S. DOLLARS

EXPIRY: JULY 7, 1997
OR ANY FUTURE EXTENDED DATE AS
PROVIDED HEREIN
AT OUR COUNTERS FOR PAYMENT

DEAR SIR OR MADAM:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. (b)(4)
IN YOUR FAVOR, AT THE REQUEST AND FOR THE ACCOUNT OF LOCKHEED MARTIN
CORPORATION FOR ITS VALLEY FORGE DECOMMISSIONING FUNDING PLAN, 6801 ROCK
LEDGE DRIVE, BETHESDA, MD 20817 UP TO THE AGGREGATE AMOUNT OF TWO HUNDRED
TWENTY-SIX THOUSAND AND NO/100, U.S. DOLLARS \$226,000.00, AVAILABLE UPON
PRESENTATION OF: EX4

(1) YOUR SIGHT DRAFT, BEARING REFERENCE TO THIS LETTER OF CREDIT NO.

(b)(4)

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 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 AND 40,
WHICH REQUIRE THAT A HOLDER OF, OR AN APPLICANT FOR, A LICENSE ISSUED UNDER
10 CFR PARTS 30 AND 40 PROVIDE ASSURANCE THAT FUNDS WILL BE AVAILABLE WHEN
NEEDED FOR DECOMMISSIONING.

-CONTINUED-

IRREVOCABLE STANDBY LETTER OF CREDIT NO.:

(b)(4)

PAGE 2

THIS LETTER OF CREDIT IS EFFECTIVE AS OF JULY 7, 1996 AND SHALL EXPIRE ON JULY 7, 1997, BUT SUCH EXPIRATION DATE SHALL BE AUTOMATICALLY EXTENDED FOR A PERIOD OF ONE YEAR ON JULY 7, 1997 AND ON EACH SUCCESSIVE EXPIRATION DATE, UNLESS AT LEAST 90 DAYS BEFORE THE CURRENT EXPIRATION DATE, WE NOTIFY BOTH YOU AND LOCKHEED MARTIN CORPORATION BY CERTIFIED MAIL, AS SHOWN ON THE SIGNED RETURN RECEIPTS THAT WE HAVE DECIDED NOT TO EXTEND THIS LETTER OF CREDIT BEYOND THE CURRENT EXPIRATION DATE. IF LOCKHEED MARTIN CORPORATION IS UNABLE TO SECURE ALTERNATIVE FINANCIAL ASSURANCE TO REPLACE THIS LETTER OF CREDIT WITHIN 30 DAYS OF NOTIFICATION OF CANCELLATION THE NRC MAY DRAW THE FULL VALUE OF THIS LETTER OF CREDIT PRIOR TO CANCELLATION. THE BANK SHALL GIVE IMMEDIATE NOTICE TO THE APPLICANT AND THE NRC OF ANY NOTICE RECEIVED OR ACTION FILED ALLEGING (1) THE INSOLVENCY OR BANKRUPTCY OF THE FINANCIAL INSTITUTION OR (2) ANY VIOLATIONS 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 OF THIS CREDIT, WE SHALL DULY HONOR SUCH DRAFT UPON PRESENTATION TO US WITHIN 30 DAYS, AND WE SHALL DEPOSIT THE AMOUNT OF THE DRAFT DIRECTLY INTO THE STANDBY TRUST FUND OF LOCKHEED MARTIN CORPORATION IN ACCORDANCE WITH YOUR INSTRUCTIONS.

EACH DRAFT MUST BEAR ON ITS FACE THE CLAUSE: "DRAWN UNDER LETTER OF CREDIT NO. (b)(4) DATED JULY 2, 1996, AND THE TOTAL OF THIS DRAFT AND ALL OTHER DRAFTS PREVIOUSLY DRAWN UNDER THIS LETTER OF CREDIT DOES NOT EXCEED TWO HUNDRED TWENTY-SIX THOUSAND AND NO/100 U.S. DOLLARS (U.S.\$226,000.00)."

VERY TRULY YOURS,
WACHOVIA BANK OF GEORGIA, N.A.

BY:

AUTHORIZED SIGNATURE

DATE: JULY 2, 1996

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.

PLEASE DIRECT ANY CORRESPONDENCE OR INQUIRY REFERENCING OUR LETTER OF CREDIT NUMBER TO WACHOVIA BANK, 301 NORTH MAIN STREET, WINSTON-SALEM, NC 27150, ATTN: STANDBY LETTER OF CREDIT UNIT.

/LM

Lockheed Martin Corporation

**STANDBY TRUST AGREEMENT
for the benefit of the U.S. Nuclear Regulatory Commission**

TRUST AGREEMENT, the Agreement entered into as of July 7, 1996 by and between Lockheed Martin Corporation, a Maryland corporation, herein referred to as the "Grantor," and Bank of Montreal Trust Company, 77 Water Street, New York, New York 10005, incorporated in the State of New York, 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 and 40. These regulations, applicable to the Grantor, require that a holder of, or an applicant for, a Part 30 and 40 license provide assurance that funds will be available when needed for required decommissioning activities.

WHEREAS, the Grantor has elected to use of 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 Nos. SUB-831, 37-02006-05, 37-02006-09; Docket Nos. 040-07344, 030-06046, 030-12894 issued pursuant to 10 CFR Part 30 and 40 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 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 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 Lockheed Martin Corporation's intent to withdraw funds from the escrow fund.

No withdrawal from the fund can exceed 100 (One Hundred) percent of the outstanding balance of the Fund or \$226,000.00 dollars, whichever is greater, unless NRC 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, 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 FHLM bonds and certificates or State and Municipal bonds rated BBB or higher by the 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 which 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 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 matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel with respect to any questions 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 upon 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 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 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 instructions from the Grantor and/or 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.


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.

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.

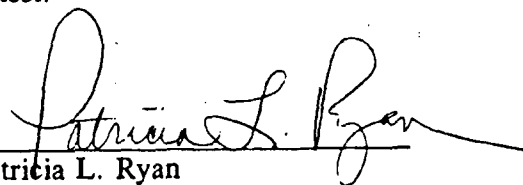
IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the respective officers duly authorized and the incorporate seals to be hereunto affixed and attested as of the date first written above.

GRANTOR:
LOCKHEED MARTIN CORPORATION



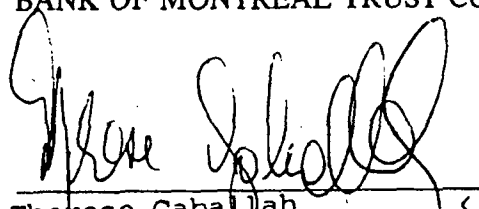
P.C. Reynolds
Assistant Treasurer

Attest:



Patricia L. Ryan
Director Trade Finance

TRUSTEE:
BANK OF MONTREAL TRUST COMPANY



Therese Gaballah
Vice President

Attest:



SCHEDULE A

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

<u>US Nuclear Regulatory Commission License Number</u>	<u>Name and Address of Licensee</u>	<u>Address of Licensed Activity</u>	<u>Cost Estimates for Regulatory Assurances Demonstrated by this Agreement</u>
SUB-831 37-02006-05 37-02006-09	Lockheed Martin Corporation 6801 Rockledge Dr. Betheda, MD 20817	230 Mall Blvd. King of Prussia, PA 19406	\$226,000.00

The cost estimates listed here were last adjusted and approved by the NRC in 1994.

SCHEDULE B

List of Property Comprising Trust Fund

Amount: \$226,000.00

As evidenced by: Wachovia Bank of North Carolina, letter of credit no.

(b)(4)

EX 4

LOCKHEED MARTIN

MISSILES & SPACE : VALLEY FORGE OPERATION

P.O. Box 8555, Philadelphia, PA 19101

Phone: (610) 354-3840

FAX: (610) 354-3974

May 8, 1996

Mr. Mohamed M. Shanbaky, Chief
Division of Radiation Safety and Safeguards
US Nuclear Regulatory Commission, Region 1
475 Allendale Road
King of Prussia, PA 19406-1415

Subject: Financial Assurance for Decommissioning
re: License Nos. SUB-831 37-02006-05 37-02006-09
Docket Nos. 040-07344 030-06046 030-12894

Dear Mr. Shanbaky:

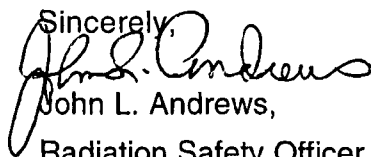
Lockheed Martin Corporation (LMC) and its predecessor the Martin Marietta Corporation, have been providing Self-Guarantee for its Valley Forge Decommissioning Funding Plan. This Self-Guarantee has been based upon an S&P Bond rating of A, per the terms of 10 CFR 30, App. C.

Recently the S&P bond rating has changed to BBB+. Consequently LMC will be providing alternate financial assurance within the required timeline; this financial assurance will be in the form of a surety method meeting 10 CFR 30.35.

Also, please update your address records for our Mr. Marcus C. Bennett, (CFO), to Lockheed Martin Corp., 6801 Rockledge Drive, Bethesda, MD 20817.

If you have any questions regarding this matter, feel free to call me.

Sincerely,


John L. Andrews,

Radiation Safety Officer

cc: E. Wisser

OFFICIAL RECORD COPY ML 10

123249

MAY 13 1996

CONVERSATION RECORD

TIME

DATE

12/2 + 12/4/96

TYPE

☐ VISIT

☐ CONFERENCE

☐ TELEPHONE

☐ INCOMING

☐ OUTGOING

ROUTING

NAME/SYMBOL INT

Location of Visit/Conference:

NAME OF PERSON(S) CONTACTED OR IN CONTACT WITH YOU

ORGANIZATION (Office, dept., bureau, etc.)

TELEPHONE NO.

(PA)
John Andrews + Donald Mercado (CA)

Lockheed Martin

Mr. Andrews: 610-354-3
Mr. Mercado: 408-942-0759

SUBJECT

fee for Control # 123249, license SUB-831

SUMMARY

After looking at all issues, it was determined that \$400 check intended for the above app. was sent directly to NRC and processed as fee for 09-23013-02 + SAQB-1567 (\$400). We had requested \$990 for the above, then rec'd a \$400 check (#168729) which we could not identify - we called the Co. and they said it was for the Fla license, so it was applied to SMB-1567. Then we rec'd a \$990 check, so we applied it to 09-23013-02 and refunded the \$400 overpayment. It now appears Chk #168729 was really for license SUB-831, Control #123249. Mr. Andrews said on 12/2 that he had spoken w/ Mr. Mercado in CA, who said he would intercept the \$400 refund from NRC. I talked w/ Mr. Mercado on 12/4 and explained the situation. He was not sure whether the refund had been cashed or not. I told him the simplest way to correct it was for them to cash the refund check & send us (to Brenda Brown's attention at Hqs) a new check for \$400 referencing SUB-831, Control #123249. He will do that. Not sure when check can be cut. I gave the above info to John Pennerman & Eric Rebar, RE, by voice mail 12/4/96.

ACTION REQUIRED

NAME OF PERSON DOCUMENTING CONVERSATION

SIGNATURE

DATE

12/4/96

SIGNATURE

TITLE

DATE

50271-101

U.S.G.P.O. 1986-491-248/40023

CONVERSATION RECORD

OPTIONAL FORM 271 (12-76)
DEPARTMENT OF DEFENSE

PRINTED ON RECYCLED PAPER

BETWEEN:

License Fee Management Branch, ARN
and
Regional Licensing Sections

(FOR LPMS USE)
INFORMATION FROM LTS
:-----
: Program Code: 03620
: Status Code: 0
: Fee Category: 3M
: Exp. Date: 20040131
: Fee Comments:
: Decom Fin Assur Req'd: N
:-----

075 MAY 30 PM 3:30

LICENSE FEE TRANSMITTAL

A. REGION II

1. APPLICATION ATTACHED

Applicant/Licensee: LOCKHEED MISSILES & SPACE CO., INC.
Received Date: 960508
Docket No.: 3030597
Control No.: 257075
License No.: 09-23013-02
Action Type: Amendment

2. FEE ATTACHED

Amount: NONE
Check No.: _____

3. COMMENTS

Signed Quinn Heine

Date 5/1/96

B. LICENSE FEE MANAGEMENT BRANCH (Check when milestone 03 is entered 1/5)

1. Fee Category and Amount: 3M \$590

2. Correct Fee Paid. Application may be processed for:

Amendment _____
Renewal _____
License _____

3. OTHER _____

Signed Kita Messier
Date 5/1/96

Name Change -	
Log	<u>May # II</u>
Remitter	_____
Check No.	<u>189416</u>
Amount	<u>\$990</u> <u>\$400 Refunded</u>
Fee Category	<u>3M</u>
Type of Fee	<u>Amendment</u>
Date Check Rec'd.	<u>5/1/96</u>
Date Completed	<u>5/1/96</u>
By:	<u>PRV</u>

CR # 189416 \$990 applied to
257075, License 09-23013-02
\$400 refunded
CR # 168729 \$400 applied to
257079, License SIMB-1507

LOCKHEED MARTIN 

MEMO

TO: Diane Helme NRC Licensing Atlanta Ga. DATE 5/8/96
FROM: RAY OLSON ORG 85-60 BLDG Z FAC. CCAS EXT. 407/853-9777
SUBJ: Address Correction on NRC Licenses: 09-23013-02 & SMB-1567

Proper address information for both licenses should be:

Lockheed Martin Missiles and Space
P. O. Box 246
Cape Canaveral, FL 32920

This is consistent with proper mailing address and incorporates our new corporate identity since the merger of the Lockheed and Martin companies. All other functions described in the licenses remain unchanged.


Ray G. Olson

LMMS/ER Radiation Safety Officer

257075

**DIVISION OF ACCOUNTING AND FINANCE
REQUEST FOR REFUND TO EMPLOYEE/VENDOR**

THE EMPLOYEE/VENDOR IDENTIFIED BELOW HAS OVERPAID THE NUCLEAR REGULATORY
COMMISSION FOR GOODS AND/OR SERVICES PROVIDED AND IS DUE A REFUND

EMPLOYEE/VENDOR/PAYEE CODE: _____

NAME: Lockheed Martin Missiles & Space Co. Inc.

ADDRESS: Attn: Ray E. Olson

ADDRESS: P. O. Box 246

CITY: Cape Canaveral STATE: FL ZIP: 32920

TRANS CODE: PX

TRANS TYPE: FE FUND: X5280 JOB CODE: _____ AMOUNT: \$400.00

TRANS TYPE: IR FUND: R1435 JOB CODE: INTR AMOUNT: _____

TRANS TYPE: IR FUND: R1099 JOB CODE: ADCH AMOUNT: _____

TRANS TYPE: IR FUND: R1099 JOB CODE: FINE AMOUNT: _____

TOTAL REFUND AMOUNT: \$400.00

COMMENTS: Urgent Amel Fee Lic 09-23013-02

OK 189416

(Limit comments to 40 characters, including spaces)

PREPARED BY: Rita Messier DATE: 8/1/96

AUTHORIZED BY: Sandra Kimberly DATE: 8/1/96

ORIGINAL INV. NO: _____ DATE PAID: _____ AMOUNT: _____

REFUND ENTERED INTO COLLECT BY: _____

REFUND DETERMINED BY: _____ DATE: _____

PLEASE ATTACH APPROPRIATE SUPPORTING DOCUMENTATION

\$400 for 2C
SMB-1567
Rec'd with
CP# 165729
dated 7/2/96

3M
AN505 AM11
May 21 11
OK 189416
dated 6/21/96
for 2C 996

LICENSE FEE REQUIREMENTS

LICENSE FEE AND DEBT COLLECTION BRANCH
DIVISION OF ACCOUNTING AND FINANCE
OFFICE OF THE CONTROLLER
U.S. NUCLEAR REGULATORY COMMISSION
WASHINGTON, DC 20546-0001LOCKHEED MARTIN MISSILES AND SPACE
ATTN: RAY Q. OLSON
LMMS/ER RADIATION SAFETY OFFICER
P. O. BOX 246
CAPE CANAVERAL, FL 32920

TYPE OF ACTION

- ☐
- NEW LICENSE
-
- ☐
- RENEWAL OF LICENSE
-
- ☒
- AMENDMENT TO LICENSE

REQUESTED DATE

5-6-98

LICENSE NUMBER

09-23013-02 AND 8MB-1567

CONTROL NUMBER

257075 & 257079 ATTN: RITA MESSIER T9E10

I. APPLICATION FEE DUE

Your request for a licensing action is subject to the fee(s) in the category(ies) noted below in accordance with Section 170.31 of the enclosed Federal Register notice. Payment of the fee is required prior to the issuance of the license, renewal, or amendment.

Fee Category	APPLICATION	RENEWAL	AMENDMENT
3M	\$	\$	\$ 660.00
2C	\$	\$	\$ 400.00
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

FEE(S) DUE \$ 990.00
PAYMENT RECEIVED \$
AMOUNT DUE \$ 990.00

☒ Your request was received without the prescribed application fee.☐ We received your Check No. _____ in the amount of \$ _____. Payment of the additional fee noted above is required.☐ Your request will increase the scope of your license program. Therefore, your request is subject to the application fee(s) noted above. Refer to Section 170.31 and Footnote 1(d)(2).☐ Your license expired prior to the receipt of your application for renewal. Therefore, your request is subject to the application fee(s) noted above. Refer to Section 170.31 and Footnote 1(s).

MAKE PAYMENT OF THE FEE(S) TO THE U.S. NUCLEAR REGULATORY COMMISSION AND MAIL THE PAYMENT TO THE ADDRESS LISTED AT THE TOP OF THIS FORM. IF WE DO NOT RECEIVE A REPLY FROM YOU WITHIN 30 CALENDAR DAYS FROM THE DATE LISTED BELOW, WE SHALL ASSUME THAT YOU DO NOT WISH TO PURSUE YOUR APPLICATION AND WILL VOID THIS ACTION.

SIGNATURE - LICENSE FEE ANALYST

RITA MESSIER

LFDCB

RE Messier

6/5/98

DCB

XTH

Distributed
Pending Fee File
LFARB R/F (2)OC/DASIF (LF-3 2 7)
Region

DATE

6-5-98

II. FEE NOT REQUIRED

☐ Enclosed is Check No. _____ which accompanied your request. The fee is not required because:☐ We received your Check No. _____ in payment of the fee.☐ The Licensing staff has informed us that your request is to be considered as a continuation of your request dated _____, Control No. _____.☐ Your request was combined, prior to review, with your _____ request, Control No. _____.

III. CHECK RETURNED

☐ Enclosed is Check No. _____ which was returned to us by the bank for:

- ☐
- INSUFFICIENT FUNDS
-
- ☐
- ACCOUNT CLOSED
-
- ☐
- OTHER

MAIL THE REPLACEMENT CHECK TO THE ADDRESS LISTED AT THE TOP OF THIS FORM AND REFERENCE THE ABOVE CONTROL NUMBER.

IV. LICENSE ISSUED WITHOUT THE REQUIRED FEE

☐ License No. _____, Amendment No. _____, issued on _____ was issued without the required fee being collected. The fee required is noted in Section I of this form.☐ The scope of your licensed program was increased. Therefore, your request is subject to the application fee(s) noted in Section I of this form. Refer to Section 170.31 and Footnote 1(d)(2).☐ Because of the urgency of your request, the license was issued without remittance of the prescribed fee noted in Section I of this form.

OFFICIAL RECORD COPY**MATERIALS LICENSE**

Amendment No. 04

Pursuant to the Atomic Energy Act of 1954, as amended, the Energy Reorganization Act of 1974 (Public Law 93-438), and Title 10, Code of Federal Regulations, Chapter I, Parts 30, 31, 32, 33, 34, 35, 36, 39, 40, and 70, and in reliance on statements and representations heretofore made by the licensee, a license is hereby issued authorizing the licensee to receive, acquire, possess, and transfer byproduct, source, and special nuclear material designated below; to use such material for the purpose(s) and at the place(s) designated below; to deliver or transfer such material to persons authorized to receive it in accordance with the regulations of the applicable Part(s). This license shall be deemed to contain the conditions specified in Section 183 of the Atomic Energy Act of 1954, as amended, and is subject to all applicable rules, regulations, and orders of the Nuclear Regulatory Commission now or hereafter in effect and to any conditions specified below.

Licensee		In accordance with letter dated May 6, 1996	
1. Lockheed Martin Missiles and Space P.O. Box 246		3. License Number	09-23013-02
2. Cape Canaveral, FL 32920		is amended in its entirety to read as follows:	
		4. Expiration Date	January 31, 2004 (extended)
		5. Docket or Reference No.	030-30527
6. Byproduct, Source, and/or Special Nuclear Material	7. Chemical and/or Physical Form	8. Maximum Amount that Licensee May Possess at Any One Time Under This License	
A. Any Byproduct Material	A. Sealed sources	A. Not to exceed 10 millicuries per source	
B. Hydrogen 3	B. Sealed sources and/or foil sources	B. Not to exceed 160 millicuries per source	
C. Americium 241	C. Sealed neutron source registered pursuant to 10 CFR 32.210 or an equivalent Agreement State regulation	C. Not to exceed 90 millicuries per source	
9. Authorized Use:			
A, B and C. For research and development, calibration and testing of instruments or re-entry vehicles and associated components.			

CONDITIONS

10. Licensed material shall be used only at locations subject to federal jurisdiction, on the NASA Kennedy Space Center, the USAF Eastern Test Range, and Cape Canaveral Air Force Station, Florida
11. Radiation Safety Officer: Mr. Raymond G. Olson and in his absence, Richard L. Swartz.
12. Licensed material shall be used by, or under the supervision of, Raymond G. Olson.
13. Sealed sources containing licensed material shall not be opened by the licensee.

9611040247 961016
PDR ADOCK 03030597
C PDR

ML 20

**MATERIALS LICENSE
SUPPLEMENTARY SHEET**

License Number 09-23013-02

Docket or Reference Number 000-30597

Amendment No. 04

(continued)

CONDITIONS

14.
 - A. Sealed sources and detector cells shall be tested for leakage and/or contamination at intervals not to exceed 6 months, or at such other intervals as specified by the certificate of registration referred to in 10 CFR 32.210 or equivalent Agreement State Regulation.
 - B. Notwithstanding paragraph A of this Condition, sealed sources designed to emit alpha particles shall be tested for leakage and/or contamination at intervals not to exceed 3 months.
 - C. In the absence of a certificate from a transferor indicating that a leak test has been made within 6 months prior to the transfer, a sealed source or detector cell shall not be put into use until tested.
 - D. Each sealed source fabricated by the licensee shall be inspected and tested for construction defects, leakage, and contamination prior to any use or transfer as a sealed source.
 - E. Sealed sources or detector cells need not be leak tested if:
 - (i) they contain only hydrogen 3; or
 - (ii) they contain only a radioactive gas; or
 - (iii) the half-life of the isotope is 30 days or less; or
 - (iv) they contain not more than 100 microcuries of beta and/or gamma emitting material or not more than 10 microcuries of alpha emitting material; or
 - (v) they are not designed to emit alpha particles, are in storage and are not being used. However, upon removal from storage for use or transfer they shall be tested. No sealed source or detector cell shall be stored for a period of more than 10 years without being tested for leakage and/or contamination.
 - F. The leak test shall be capable of detecting the presence of 0.005 microcurie of radioactive material on the test sample. If the test reveals the presence of 0.005 microcurie or more of removable contamination, the source shall be removed from service and decontaminated, repaired, or disposed of in accordance with Commission regulations. A report shall be filed within 5 days of the date the leak test result is known with the U. S. Nuclear Regulatory Commission, Region II, Division of Radiation Safety and Safeguards, Nuclear Material Inspection Section, 101 Marietta Street, Suite 2900, Atlanta, Georgia 30323. The report shall specify the source involved, the test results, and corrective action taken. Records of leak test results shall be kept in units of microcuries and shall be maintained for inspection by the Commission. Records may be disposed of following Commission inspection.
 - G. Tests for leakage and/or contamination shall be performed by the licensee or by other persons specifically licensed by the Commission or an Agreement State to perform such services.
15. The licensee shall maintain records of information important to safe and effective decommissioning at the licensee's address specified in Item 2 pursuant to the provisions of 10 CFR 30.35(g), 40.36(f) and/or 70.25(g) until this license is terminated by the Commission.

MATERIALS LICENSE
SUPPLEMENTARY SHEET

License Number 09-23013-02

Docket or Reference Number 88-30597

Amendment No. 04

(continued)

CONDITIONS

16. In addition to the possession limits in Item 8, the licensee shall further restrict the possession of licensed material to quantities below the minimum limit specified in 10 CFR 30.35, 40.36 and/or 70.25 for establishing decommissioning financial assurance.
17. The licensee shall conduct a physical inventory every 6 months to account for all sources and/or devices received and possessed under this license. Records of inventories shall be maintained for 2 years from the date of each inventory.
18. This license does not authorize the launch of licensed material.
19. Except as specifically provided otherwise in this license, the licensee shall conduct its program in accordance with the statements, representations, and procedures contained in the documents including any enclosures, listed below. The Nuclear Regulatory Commission's regulations shall govern unless the statements, representations and procedures in the licensee's application and correspondence are more restrictive than the regulations.
- | | | |
|----|----------------------------------|----------------------------------------------------------------------------------------------------|
| A. | Application dated June 1, 1993 | [Renewal] |
| B. | Letter dated November 22, 1993 | [Transmittal] |
| C. | Letter dated May 6, 1996 | [Change of ownership & address, and extension of expiration license date in accordance with 30.36] |
| D. | Letter dated July 1, 1996 | [Additional information re: Change of ownership] |
| E. | Letter dated September 4, 1996 | [Additional information re: Change of ownership] |
| F. | Letter dated October 2, 1996 | [Clarifies that source added is Gammatron Model ANHP] |
| G. | Facsimile dated October 10, 1996 | [Additional information re: leak test and storage of source] |

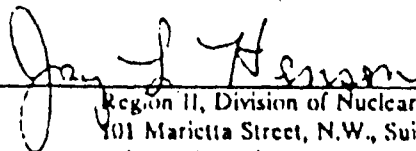
FOR THE U.S. NUCLEAR REGULATORY COMMISSION

JAY L. HENSON

Date OCT 16 1996

10/17/96

By

Region II, Division of Nuclear Materials Safety
101 Marietta Street, N.W., Suite 2900
Atlanta, Georgia 30323

November 22, 1996

NOTE TO FILE: Martin Marietta Corporation
SUB-831
MC#123249

FROM: Brenda Brown

RE: RSO CLAIMS THAT AMENDMENT PAYMENT FOR
ABOVE CONTROL WAS PAID/CASHED BY NRC

610-337-5276/
Eric Reber (RI) requested the status of above license, I told him I sent fee due letter to the licensee on June 13, 1996, to date no money sent.

Eric Reber called John Andrews (RSO for Martin Marietta) to relay this information. He stated the \$400 was paid/cashed by the NRC and faxed a copy of the check to Eric. Eric faxed the information to me, the fax was illegible. So I called John Andrews requested that he read me the inscription from the check, the information read to me was check no. R168729, in the amount of \$400 for 2C amendment fee category, log page May 4 - RII.

I checked with Rita Messier, this check is noted in her RII log as payment for a Region II control, for License No. SMB1567.

I called John Andrews (Martin Marietta) and Eric Reber of RI to apprise of information. Awaiting return phone call from each.



UNITED STATES
NUCLEAR REGULATORY COMMISSION
REGION I
475 ALLENDALE ROAD
KING OF PRUSSIA, PENNSYLVANIA 19406-1415

DATE: _____

MESSAGE TO: Brenda BrownTELECOPY NUMBER: 301 415-5387

NUMBER OF PAGES: _____

(INCLUDING THIS REQUEST FORM)

MESSAGE FROM: Eric H. Reber 610-337-5276

U.S.N.R.C., REGION I, KING OF PRUSSIA, PA

TRANSMITTED BY: _____

DATE & TIME: _____

VERIFIED BY: _____

*and their interest
request for this check*

Brenda,

These are copies of cancelled checks
from Lockheed Martin for MCH 123249.
Pls. let me know if you need more info
so this action can be processed.

Eric *ER*

NOV-21-1996 13:40

UNRC R1 LAG WITH HON ALH

610 337 5393 EY4 P.02

(b)(4)

BETWEEN:

LICENSE FEE MANAGEMENT BRANCH, ARM
AND
REGIONAL LICENSING SECTIONS

(FOR LFMS USE)
INFORMATION FROM LTS

PROGRAM CODE: 11300
STATUS CODE: 0
FEE CATEGORY: 2C
EXP. DATE: 20001031
FEE COMMENTS:
DECOM FIN ASSUR REQD: Y

LICENSE FEE TRANSMITTAL

A. REGION

1. APPLICATION ATTACHED

APPLICANT/LICENSEE: MARTIN MARIETTA CORPORATION
RECEIVED DATE: 960513
DOCKET NO: 4007344
CONTROL NO.: 123249
LICENSE NO.: SUB-831
ACTION TYPE: AMENDMENT

2. FEE ATTACHED

AMOUNT: -----
CHECK NO.: -----

3. COMMENTS

37-02006-05 & 37-02006-09
were placed with actions
already under mail control.

SIGNED Rebecca J. Brown
DATE 6/1/96

B. LICENSE FEE MANAGEMENT BRANCH (CHECK WHEN MILESTONE 03 IS ENTERED / 1)

1. FEE CATEGORY AND AMOUNT: 2C \$400

2. CORRECT FEE PAID- APPLICATION MAY BE PROCESSED FOR:

AMENDMENT ☒
RENEWAL -----
LICENSE -----

3. OTHER -----

SIGNED _____
DATE _____

Log	<u>June 4</u>
Remitter	<u>LOCKHEED MARTIN</u>
Check No.	<u>0201400</u>
Amount	<u>\$400</u>
Fee Category	<u>2C</u>
Type of Fee	<u>AMT</u>
Date Check Rec'd	<u>12/20/96</u>
Date Completed	<u>12/20/96</u>
By:	<u>EA</u>

07 for 12/20/96

12/20/96
Notified Eric & Mike
Milestone 07 was entered
for today; proceed w/ review.
EB

1996 JUN 17 AM 7:31

LICENSE FEE REQUIREMENTS

LICENSE FEE AND DEBT COLLECTION BRANCH
DIVISION OF ACCOUNTING AND FINANCE
OFFICE OF THE CONTROLLER
U.S. NUCLEAR REGULATORY COMMISSION
WASHINGTON, DC 20555-0001MARTIN MARIETTA CORPORATION
ATTN: JOHN L. ANDREWS
RADIATION SAFETY OFFICER
P.O. BOX 8555
PHILADELPHIA, PA 19101

TYPE OF ACTION

- ☐ NEW LICENSE
☐ RENEWAL OF LICENSE
☒ AMENDMENT TO LICENSE

REQUESTED DATE

5-8-96

LICENSE NUMBER

SUB-831

CONTROL NUMBER

123249

I. APPLICATION FEE DUE

Your request for a licensing action is subject to the fee(s) in the category(ies) noted below in accordance with Section 170.31 of the enclosed Federal Register notice. Payment of the fee is required prior to the issuance of the license, renewal, or amendment.

FEE CATEGORY	APPLICATION	RENEWAL	AMENDMENT
2C	\$	\$	\$ 400.00
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

FEE(s) DUE	\$	400.00
PAYMENT RECEIVED	\$	0.00
AMOUNT DUE	\$	400.00

☒ Your request was received without the prescribed application fee.

☐ We received your Check No. _____ in the amount of \$ _____. Payment of the additional fee noted above is required.

☐ Your request will increase the scope of your license program. Therefore, your request is subject to the application fee(s) noted above. Refer to Section 170.31 and Footnote 1(d)(2).

☐ Your license expired prior to the receipt of your application for renewal. Therefore, your request is subject to the application fee(s) noted above. Refer to Section 170.31 and Footnote 1(a).

MAKE PAYMENT OF THE FEE(S) TO THE U.S. NUCLEAR REGULATORY COMMISSION AND MAIL THE PAYMENT TO THE ADDRESS LISTED AT THE TOP OF THIS FORM. IF WE DO NOT RECEIVE A REPLY FROM YOU WITHIN 30 CALENDAR DAYS FROM THE DATE LISTED BELOW, WE SHALL ASSUME THAT YOU DO NOT WISH TO PURSUE YOUR APPLICATION AND WILL VOID THIS ACTION.

SIGNATURE - LICENSE FEE ANALYST

BRENDA BROWN

LFDCB

BB *BA*
6/13/96

LFDCB

II. FEE NOT REQUIRED

☐ Enclosed is Check No. _____ which accompanied your request. The fee is not required because:

☐ We received your Check No. _____ in payment of the fee.

☐ The Licensing staff has informed us that your request is to be considered as a continuation of your request dated _____, Control No. _____.

☐ Your request was combined, prior to review, with your request, Control No. _____.

III. CHECK RETURNED

☐ Enclosed is Check No. _____ which was returned to us by the bank for:

- ☐ INSUFFICIENT FUNDS
☐ ACCOUNT CLOSED
☐ OTHER

MAIL THE REPLACEMENT CHECK TO THE ADDRESS LISTED AT THE TOP OF THIS FORM AND REFERENCE THE ABOVE CONTROL NUMBER.

IV. LICENSE ISSUED WITHOUT THE REQUIRED FEE

☐ License No. _____, Amendment No. _____, issued on _____ was issued without the required fee being collected. The fee required is noted in Section I of this form.

☐ The scope of your licensed program was increased. Therefore, your request is subject to the application fee(s) noted in Section I of this form. Refer to Section 170.31 and Footnote 1(d)(2).

☐ Because of the urgency of your request, the license was issued without remittance of the prescribed fee noted in Section I of this form.

Distribution:

MAF Correspondence

LFDCB Chief

Invoice File w/encl

Pending File

LFDCB Analyst

LFDCB R/F (2)

DAF R/F

DATE

OC/OP/SF (LF-3-2-7)
6-13-96