

Curtiss-Wright Corporation

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L-8

November 30, 2007

VIA FEDERAL EXPRESS

Mr. Mark Roberts, Senior Health Physicist Licensing Assistance Team Division of Nuclear Materials Safety U.S. Nuclear Regulatory Commission Region I 475 Allendale Road King of Prussia, PA 19406-1415

Re: Curtiss-Wright Electro-Mechanical Corporation U.S. NRC License No. 37-05809-01 (03006134) U.S. NRC License No. 37-05809-02 (0306135) U.S. NRC License No. SNM-1120 (07001143) Parent Company Guarantee

Dear Mr. Roberts:

I am the Chief Financial Officer of Curtiss-Wright Corporation, a Delaware corporation "Parent"). Parent is the sole shareholder of Curtiss-Wright Flow Control Corporation, which in turn is the sole shareholder of Curtiss-Wright Electro-Mechanical Corporation ("Licensee"), a Delaware corporation. This letter is in support of Parent and Licensee's use of the financial test to demonstrate financial assurance, as specified in 10 CFR Part 30 and 70, and includes adjusted cost estimates, as required under 10 CFR Part 70.25(e).

Parent guarantees, through the parent company guarantee submitted to demonstrate compliance under 10 CFR Part 30 and 70, the decommissioning of the following facility owned and operated by Licensee. The current cost estimates or certified amounts for decommissioning, so guaranteed, are shown for each facility:

Name of License Location of or Current

Facility Number Facility Cost Estimates

Curtiss-Wright 37-05809-01

Electro-Mechanical 37-05809-02

Certified Amounts or Current

Facility Cost Estimates

Cheswick PACOST RECOVERY

FULL COST RECOVERY ACTION SNM-1120

TAC NO. 401626 (136046)

TAC NO. 401627 (136048)
136046 /136047 /136048
NMSS/RGN1 MATERIALS-002

Parent is required to file a Form 10-K with the U.S. Securities and Exchange Commission for the latest fiscal year.

The fiscal year of Parent ends on December 31. The figures for the following items marked with an asterisk are derived from this firm's independently audited, year-end financial statements and footnotes for the latest completed fiscal year, ended December 31, 2006. A copy of this firm's most recent financial statements is enclosed.

Attached hereto is the completed Financial Test I for Parent, as specified in 10 CFR Parts 30 and 70.

I hereby certify that the content of this letter is true and correct to the best of my knowledge.

Glenn E. Tynan

Very truly yours,

V-P Finance/C.F.O.



PARENT COMPANY GUARANTEE

Guarantee made this 30th day of November 2007 by Curtiss-Wright Corporation, a corporation organized under the laws of the State of Delaware ("Guarantor") to the U.S. Nuclear Regulatory Commission ("NRC"), beneficiary, on behalf of our subsidiary Curtiss-Wright Electro-Mechanical Corporation, a corporation organized under the laws of the State of Delaware, and located at 1000 Cheswick Avenue, Cheswick, Pennsylvania ("Licensee").

Recitals

- 1. The Guarantor has full authority and capacity to enter into this guarantee under its bylaws, articles of incorporation, and the laws of the State of Delaware, its state of incorporation. Guarantor has approval from its Board of Directors to enter into this guarantee.
- 2. This guarantee is being issued to comply with regulations issued by the NRC, an agency of the U.S. Government, pursuant to the Atomic Energy Act of 1954, as amended, and the Energy Reorganization Act of 1974. NRC has promulgated regulations in Title 10, Chapter I of the Code of Federal Regulations, Parts 30 and 70, which require that a holder of, or an applicant for, a materials license issued pursuant to 10 CFR Part 30 or 70 provide assurance that funds will be available when needed for required decommissioning activities.
- 3. The guarantee is issued to provide financial assurance for decommissioning activities for the Licensee at its Cheswick facility and corresponding NRC license number(s) 37-05809-01, 37-05809-02 and SNM-1120 required by 10 CFR Parts 30 and 70. The decommissioning costs for these activities are \$4,045,455.00.
- 4. The Guarantor meets or exceeds the following financial test criteria pursuant to Financial Test I, and agrees to comply with all notification requirements as specified in 10 CFR Parts 30 and 70 and Appendix A to 10 CFR Part 30.

The Guarantor meets the following financial test:

- (a)(i) Two of the following three ratios: a ratio of total liabilities to net worth less than 2.0; a ratio of the sum of net income plus depreciation, depletion, and amortization to total liabilities greater than 0.1; and a ratio of current assets to current liabilities greater than 1.5; and
- (a)(ii) Net working capital and tangible net worth each at least six times the costs covered by financial tests; and
- (a)(iii) Tangible net worth of at least \$10 million; and
- (a)(iv) Assets located in the United States amounting to at least 90 percent of total assets or at least six times the costs covered by financial tests.

NONNEGOTIABLE

- 5. The Guarantor has majority control of the voting stock for the licensee covered by this guarantee: Curtiss-Wright Electro-Mechanical Corporation, 1000 Cheswick Avenue, Cheswick, Pennsylvania, which owns and operates the Cheswick facility and operates under NRC License Nos. 37-05809-01, 37-05809-02 and SNM-1120.
- 6. Decommissioning activities as used below refer to the activities required by 10 CFR Part 30 and 70 for decommissioning of the facility identified above.
- 7. For value received from Licensee, and pursuant to the Guarantor's authority to enter into this guarantee, the Guarantor guarantees to the NRC that if the licensee fails to perform the required decommissioning activities, as required by License Nos. 37-05809-01, 37-05809-02 and SNM-1120 the Guarantor shall
 - (a) carry out the required activities, or
 - (b) set up a trust fund in favor of the above identified beneficiary in the amount of the current cost estimates for these activities.
- 8. The Guarantor agrees to submit revised financial statements, financial test data, and a special auditor's report and reconciling schedule annually within 90 days of the close of the parent Guarantor's fiscal year.
- 9. The Guarantor agrees that if, at the end of any fiscal year before termination of this guarantee, it fails to meet the financial test criteria, the Licensee shall send within 90 days of the end of the fiscal year, by certified mail, notice to the NRC that the Licensee intends to provide alternative financial assurance as specified in 10 CFR Part 30 and 70. Within 120 days after the end of the fiscal year, the Guarantor shall establish such financial assurance if the Licensee has not done so.
- 10. The Guarantor also agrees to notify the beneficiary promptly if the ownership of the Licensee or the parent firm is transferred and to maintain this guarantee until the new parent firm or the licensee provides alternative financial assurance acceptable to the beneficiary.
- 11. The Guarantor agrees that if it determines, at any time other than as described in Recital 9, that it no longer meets the financial test criteria or it is disallowed from continuing as a Guarantor, it shall establish alternative financial assurance as specified in 10 CFR Part 30 or 70, as applicable, within 30 days, in the name of Licensee unless Licensee has done so.
- 12. The Guarantor as well as its successors and assigns agree to remain bound jointly and severally under this guarantee notwithstanding any or all of the following: amendment or modification of license or NRC-approved decommissioning funding plan for that facility, the extension or reduction of the time of performance of required activities, or any other modification or alteration of an obligation of the licensee pursuant to 10 CFR Part 30 or 70.

- 13. The Guarantor agrees that all bound parties shall be jointly and severally liable for all litigation costs incurred by the beneficiary, NRC, in any successful effort to enforce the agreement against the Guarantor.
- 14. The Guarantor agrees to remain bound under this guarantee for as long as Licensee must comply with the applicable financial assurance requirements of 10 CFR Part 30 or 70, for the previously listed facility, except that the Guarantor may cancel this guarantee by sending notice by certified mail to the NRC and to Licensee, such cancellation to become effective no earlier than 120 days after receipt of such notice by both the NRC and Licensee as evidenced by the return receipts.
- 15. The Guarantor agrees that if Licensee fails to provide alternative financial assurance as specified in 10 CFR Part 30 or 70, as applicable, and obtain written approval of such assurance from the NRC within 90 days after a notice of cancellation by the Guarantor is received by both the NRC and Licensee from the Guarantor, the Guarantor shall provide such alternative financial assurance in the name of Licensee or make full payment under the guarantee, for the amount specified in paragraph 3 above.
- 16. The Guarantor expressly waives notice of acceptance of this guarantee by the NRC or by Licensee. The Guarantor also expressly waives notice of amendments or modification of the decommissioning requirements and of amendments or modification of the license.
- 17. If the Guarantor files financial reports with the U.S. Securities and Exchange Commission, then it shall promptly submit them to the NRC during each year in which this guarantee is in effect.

Witness: Deleval Ame

I hereby certify that this guarantee is true and correct to the best of my knowledge.

Effective date: November 30, 2007

CURTISS-WRIGHT CORPORATION

Glenn E. Tynan

Chief Financial Officer

PARENT COMPANY GUARANTEE FINANCIAL TEST I (in thousands)

1.	Current decommissioning cost estimates or certified amounts a. Decommissioning amounts covered by this parent company guarantee b. All decommissioning amounts covered by other NRC or Agreement State parent company guarantees or self-guarantees c. All amounts covered by parent company guarantees, self-guarantees, or financial tests of other Federal or State agencies (e.g., EPA)	\$4,045 \$0		
	TOTAL	\$4,045		
*2. *3. *4. *5. *6. *7. *8. *9. 10. 11. 12. 13.	Total liabilities (if any portion of the cost estimates for decommiss is included in total liabilities on your firm's financial statements, y deduct the amount of that portion from this line and add that amount lines 3 and 4) Tangible net worth** Net worth Current assets Current liabilities Net working capital (line 5 minus line 6) The sum of net income plus depreciation, depletion, and amortization Total assets in United States (required only if less than 90 percent of firm's assets are located in the United States) Is line 3 at least \$10 million? Is line 3 at least 6 times line 1? Is line 7 at least 6 times line 1? Are at least 90 percent of firms's assets located	ou may	<u>No</u>	\$830,082 \$192,893 \$762,074 \$622,645 \$292,125 \$330,520 \$131,360 \$1,199,928
14.	in the United States? If not, complete line 14. Is line 9 at least 6 times line 1?		<u>X</u>	
	antor must meet two of the following three ratios:			
15.	Is line 2 divided by line 4 less than 2.0?	x_		
16.	Is line 8 divided by line 2 greater than 0.1?	_X		
17.	Is line 5 divided by line 6 greater than 1.5?	_x		

^{*} Denotes figures derived from financial statements.

** Tangible net worth is defined as net worth minus goodwill, patents, trademarks, and copyrights.