

**FULL COST RECOVERY ACTION**

**TAC NO. U01862**



November 16, 2012

License No. 06-00217-06  
Docket No. 03003754  
Control No. 575937

L7  
06-00217-06  
03003754

Mr. John Nicholson  
U.S. Nuclear Regulatory Commission, Region I  
2100 Renaissance Boulevard, Suite 100  
King of Prussia, PA 19406-2713

SNM-1067  
07001100

**Subject: Transmittal of Revised Financial Assurance Instruments**

**References:** (A) Letter, John F. Conant (ABB) to John Nicholson (NRC), dated June 28, 2012  
(B) Letter, John Nicholson (NRC) to John F. Conant (ABB), dated July 31, 2012

Dear Mr. Nicholson:

ABB Inc. ("ABB") submitted financial assurance instruments in support of decommissioning and license termination for ABB's Combustion Engineering ("CE") Windsor, Connecticut site ("Site") via Reference A. The NRC issued a Request for Additional Information to ABB via Reference B. In response to the NRC, this letter submits ABB's revised financial assurance instruments, which address information requested by the NRC. The financial information in these documents is considered proprietary, and ABB requests that these documents be withheld from public disclosure under 10 CFR 2.039 for the reasons stated pursuant to Reference A. As such, a redacted version of these documents is also provided that may be made publicly available.

The enclosed "Amendment No. 1" to the original Letter of Credit, submitted by Reference A addresses items numbered 1 through 3 in Reference B. The enclosed revised Certification of Financial Assurance addresses item No. 4 in Reference B. The enclosed "Amended and Restated Standby Trust Agreement" addresses items numbered 5 through 17 in Reference B.

Upon acceptance of these enclosed financial assurance instruments, it is requested that all prior original financial assurance instruments filed with the NRC for Licenses No. 06-00217-06 and No. SNM-1067 be returned to ABB promptly. Please also note that the NRC letter returning the prior documents should contain the following language: "the Irrevocable Standby Letter of Credit, JPMorgan Chase bank L/C No. [Note: L/C No. to be added by NRC], has been superseded and may be terminated."

REC'D IN LAT 11-19-12

ABB Inc.

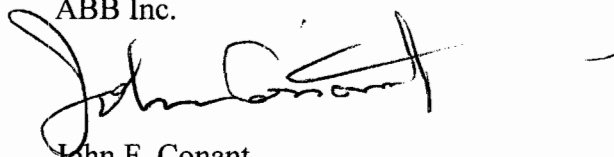
575937  
575938

Mr. John Nicholson  
Page 2  
November 16, 2012

If there are any questions or comments concerning this matter, please contact me at (860) 687-4904 or by e-mail at [john.conant@us.abb.com](mailto:john.conant@us.abb.com).

Sincerely,

ABB Inc.

A handwritten signature in black ink, appearing to read "John Conant", written over a light blue horizontal line.

John F. Conant

Director, Nuclear Engineering and Compliance

JFC:et

Enclosures: Affidavit  
Original Amendment No. 1 to the Letter of Credit  
Original Certification of Financial Assurance  
Original Amended and Restated Standby Trust Agreement  
Redacted Copies of Original Enclosures

xc: E. B. Lyon, Esq. (ABB)  
S. Courtemanche (NRC)

**REDACTED  
COPIES**

## AFFIDAVIT OF R. KEITH KNAUERHASE

I, R. Keith Knauerhase, having been duly sworn, do hereby depose and say:

1. I am over the age of eighteen years, and I understand the obligation of an oath.
2. This Affidavit is submitted pursuant to the requirements of 10 CFR 2.390(b)(1)(ii) in consideration of the proprietary content of decommissioning financial assurance documents submitted to the U.S. Nuclear Regulatory Commission (NRC) by ABB Inc. for its NRC License 06-00217-06 at the ABB Combustion Engineering (CE) Site in Windsor, Connecticut.
3. The documents addressed by this Affidavit were submitted by the following letter to the NRC:

Letter, John F. Conant (ABB) to John Nicholson (NRC), dated November 16, 2012

This letter submits original required financial assurance instruments. The submitted documents containing information sought to be withheld were marked in accordance with 10 CFR 2.390(b)(1)(i). Redacted versions of these instruments are provided as separate enclosures to the transmittal letter for this Affidavit and indicate the locations of the proprietary information to be withheld from public disclosure.

4. The basis for withholding financial information contained in the submitted letter is that the cost estimate and Letter of Credit amount are proprietary information within the meaning of 10 CFR 9.17(a)(4) not otherwise available to the public, which if made public would adversely affect competitive bids that ABB may solicit for decommissioning activities (remediation, transportation, and waste disposal contracts), as stated or referenced in said letters.

*I declare under penalty of perjury that the foregoing is true and correct.  
Executed on November 15/2012.*



R. Keith Knauerhase  
ABB U.S. Environmental Counsel  
ABB Chief Counsel

11/15/12  
Date

Subscribed and sworn to before me  
This 15th day of November, 2012.

*Eleanor A. Berluk*

---

Notary Public/Commissioner of  
the Superior Court

JPMorgan Chase Bank, N.A.  
Global Trade Services  
131 South Dearborn, 5th Floor  
Mail Code: IL1-0236  
Chicago, IL 60603-5506

OCT 18 2012

OCT 17, 2012  
OUR L/C NO.: [REDACTED]

AMENDMENT NO.: 1

TO:  
U.S. NUCLEAR REGULATORY COMMISSION  
WASHINGTON, DC 20555

APPLICANT:  
ABB INC.  
5 WATERSIDE CROSSING  
WINDSOR, CT 06095

IN ACCORDANCE WITH INSTRUCTIONS RECEIVED, THE ABOVE REFERENCED STANDBY LETTER OF CREDIT HAS BEEN AMENDED AS FOLLOWS:

RECEIVER'S REFERENCE: NONREF

THE FOLLOWING PARAGRAPH IS DELETED:

(2) YOUR SIGNED STATEMENT REGARDING 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."

AND REPLACED WITH:

(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."

THE FOLLOWING PARAGRAPH IS DELETED:

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

AND REPLACED WITH:

THIS LETTER OF CREDIT IS ISSUED IN ACCORDANCE WITH REGULATIONS ISSUED

**NONNEGOTIABLE**

JPMorgan Chase Bank, N.A.  
Global Trade Services  
131 South Dearborn, 5th Floor  
Mail Code: IL1-0236  
Chicago, IL 60603-5506

OCT 17, 2012  
OUR L/C NO.: [REDACTED]

AMENDMENT NO.: 1

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. NRC HAS PROMULGATED REGULATIONS IN TITLE 10, CHAPTER I OF THE CODE OF FEDERAL REGULATIONS, PARTS 30, 40 AND 70 WHICH REQUIRE THAT A HOLDER OF, OR AN APPLICANT FOR, A MATERIALS LICENSE ISSUED UNDER 10 CFR PARTS 30, 40 AND 70 PROVIDE ASSURANCE THAT FUNDS WILL BE AVAILABLE WHEN NEEDED FOR DECOMMISSIONING.

THE FOLLOWING PARAGRAPH IS DELETED:

THIS LETTER OF CREDIT IS EFFECTIVE IMMEDIATELY AND SHALL EXPIRE ON DECEMBER 31, 2012, BUT SUCH EXPIRATION DATE SHALL BE AUTOMATICALLY EXTENDED FOR A PERIOD OF ONE YEAR FROM THE EXPIRATION DATE HEREOF, AND ON EACH SUCCESSIVE EXPIRATION DATE, UNLESS, AT LEAST 90 DAYS BEFORE THE CURRENT EXPIRATION DATE, WE NOTIFY BOTH YOU AND ABB INC., BY CERTIFIED MAIL, AS SHOWN ON THE SIGNED RETURN RECEIPTS. IF ABB INC. IS UNABLE TO SECURE ALTERNATIVE FINANCIAL ASSURANCE TO REPLACE THIS LETTER OF CREDIT WITHIN 30 DAYS OF NOTIFICATION OF CANCELLATION, NRC MAY DRAW UPON THE FULL VALUE OF THIS LETTER OF CREDIT PRIOR TO CANCELLATION. THE BANK SHALL GIVE IMMEDIATE NOTICE TO THE APPLICANT AND NRC OF ANY NOTICE RECEIVED OR ACTION FILED ALLEGING (1) THE INSOLVENCY OR BANKRUPTCY OF THE FINANCIAL INSTITUTION OF (2) ANY VIOLATION OF REGULATORY REQUIREMENTS THAT COULD RESULT IN SUSPENSION OR REVOCATION OF THE BANK'S CHARTER OR LICENSE TO DO BUSINESS. THE FINANCIAL INSTITUTION ALSO SHALL GIVE IMMEDIATE NOTICE IF THE BANK, FOR ANY REASON, BECOMES UNABLE TO FULFILL ITS OBLIGATION UNDER THE LETTER OF CREDIT.

AND REPLACED WITH:

THIS LETTER OF CREDIT IS EFFECTIVE IMMEDIATELY AND SHALL EXPIRE ON DECEMBER 31, 2012, BUT SUCH EXPIRATION DATE SHALL BE AUTOMATICALLY EXTENDED FOR A PERIOD OF ONE YEAR FROM THE EXPIRATION DATE HEREOF, AND ON EACH SUCCESSIVE EXPIRATION DATE, UNLESS, AT LEAST 90 DAYS BEFORE THE CURRENT EXPIRATION DATE, WE NOTIFY BOTH YOU AND ABB INC., BY CERTIFIED MAIL, AS SHOWN ON THE SIGNED RETURN RECEIPTS. IF ABB INC. IS UNABLE TO SECURE ALTERNATIVE FINANCIAL ASSURANCE TO REPLACE THIS LETTER OF CREDIT WITHIN 30 DAYS OF NOTIFICATION OF CANCELLATION, NRC MAY DRAW UPON THE FULL

JPMorgan Chase Bank, N.A.  
Global Trade Services  
131 South Dearborn, 5th Floor  
Mail Code: IL1-0236  
Chicago, IL 60603-5506

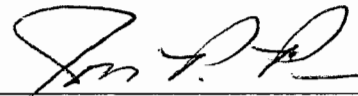
OCT 17, 2012

OUR L/C NO. : [REDACTED]

AMENDMENT NO. : 1

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

ALL OTHER TERMS AND CONDITIONS OF THE CREDIT REMAIN UNCHANGED.



AUTHORIZED SIGNATURE

Jon P. Pierson  
Assistant Vice President



[REDACTED]

## CERTIFICATION OF FINANCIAL ASSURANCE

NRC License No. 06-00217-06, Docket No. 030-03754

Principal:           ABB Inc.  
                          5 Waterside Crossing  
                          Windsor, CT 06095

Address of  
Licensed Activity:   ABB Inc.  
                          2000 Day Hill Road  
                          Windsor, CT 06095

Issued to:           U.S. Nuclear Regulatory Commission

I certify that ABB Inc. is licensed to possess the following types of unsealed byproduct material with a half-life greater than 120 days licensed under 10 CFR Part 30, which also authorizes source material in a readily dispersible form and unsealed special nuclear material, in the following amounts:

<u>Type of Material</u>	<u>Amount of Material</u>
A. Any byproduct material with Atomic numbers 1 through 83	0.5 curies
B. Any byproduct material with Atomic numbers 84 through 103	Not to exceed 3 millicuries per nuclide and 30 millicuries total
C. Source material	100 kilograms
D. Uranium-235	325 grams*

\*The licensee is authorized to possess the total inventory of uranium-235 that existed within contaminated structure, soils, and debris as of December 31, 2008. The amount of uranium-235 specified in Item D. above excludes undisturbed contaminated structures, soils, and debris and packaged waste that meets the requirements for exemption from classification as fissile material specified in 10 CFR 71.15.

I also certify that financial assurance in the amount of [REDACTED] has been obtained for the purpose of decommissioning as prescribed by 10 CFR Parts 30.

ABB INC.

By: EBaney Lyon  
Title: V.P., Ass't SEC'y

Date: 15 November 2012

**AMENDED AND RESTATED**  
**STANDBY TRUST AGREEMENT**

**NRC LICENSE No. 06-00217-06**

This Standby Trust Agreement, the "Agreement," entered into as of November 1, 2012, by and between ABB Inc., a Delaware corporation, herein referred to as the "Grantor," and JPMorgan Chase Bank, N.A. herein referred to as 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 regulation in Title, 10, Chapter I of the Code of Federal Regulations, Parts 30, 40 and 70. These regulations, applicable to the Grantor, require that a holder of, or an application for, a Part 30, 40, or 70 license provide assurance that funds will be available when needed for required decommissioning activities;

WHEREAS, Grantor has elected to use a letter of credit in the amount of [REDACTED] as financial assurance for required decommissioning activities under NRC License No. 06-00217-06;

WHEREAS, when payment is made under a letter of credit, the 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 Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Grantor" means ABB Inc. 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 06-00217-06, issued pursuant to 10 CFR Part 30, as shown in Schedule A. This license authorizes byproduct, source, and/or special nuclear material.

This Agreement pertains to the irrevocable amended standby Letter of Credit No. [REDACTED]

**NONNEGOTIABLE**

[REDACTED]

issued by JPMorgan Chase Bank, N.A., in the amount of [REDACTED] from which the standby trust fund is established to receive payments.

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 herein provided.

Section 4. Payment 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 or an Assistant Secretary of the Grantor attesting to the occurrence of the events, and in the form set forth in 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 Grantor's intent to withdraw funds from the trust fund.
- c. An order from the NRC for payment of a stated amount to be withdrawn.

No withdrawal from the fund can exceed ten percent of the outstanding balance of the Fund or [REDACTED], whichever is less, unless NRC written approval is attached.

In the event of a Grantor's failure 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 decommissioning activities for the licensed facility covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the NRC from the Fund for expenditures for such required

[REDACTED]

activities and 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. Trustee 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 his duties with respect to the trust fund solely in the interest of the beneficiaries 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 its affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. § 80a-2(a), shall not be acquired or held, unless they are securities or other obligations of the federal or a state government;


(b) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal government, and in obligations of the Federal government such as GNMA, FNMA and FHLM bonds and certificates or State and Municipal bonds rated BBB or higher by Standard & Poor's 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, comingled, 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 comingled 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 direction.



Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretions 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 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, or 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 of 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 or state 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 Trustees shall be paid from the Fund.

Section 10. Annual Valuation. After payment has been made into this standby trust fund, the Trustee shall annually, at least 30 days before the anniversary date of receipt of payment into the standby trust fund, furnish to the Grantor and to the NRC a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days before the anniversary date of the establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after

[REDACTED]

the statement has been furnished to the Grantor and the NRC, or State agency, shall constitute a conclusively binding assent by the Grantor, barring the grantor from asserting any claim or liability against the Trustee with respect to the matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel with respect to any 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 from time to time with the Grantor. (See Schedule C.)

Section 13. Successor Trustee. Upon 90 days notice to the NRC and the grantor, the Trustee may resign; upon 90 days notice to the NRC and the Trustee, the Grantor may replace the Trustee; but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment, the successor is ready to assume its duties as trustee, and the NRC has agreed, in writing, that the successor is an appropriate Federal or State government agency or an entity that has the authority to act as a trustee and whose trust operations are regulated and examined by a Federal or State agency. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. When the resignation or replacement is effective, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in writing sent to the Grantor, the NRC or State agency, 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 or State agency issues orders, requests or instructions to the Trustee these shall be in writing, signed by the NRC, or State agency, or their designees and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or termination of the authority of any person to act on behalf of the Grantor, the NRC, or State agency hereunder has occurred. The Trustee shall have no duty to act in



the absence of such orders, requests, and instructions from the Grantor, the NRC, or State agency, except as provided for herein.

Section 15. Amendment of the Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor and the Trustee and the NRC, or State agency, or by the Trustee and the NRC, or State agency 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 direction of the Grantor, the Trustee, and the NRC, or State agency, or by the Trustee and the NRC or State agency, 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, the NRC or State agency, 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. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of New York

Section 19. Interpretation. 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 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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK



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

**ABB Inc.**

By: [Signature]

Title: V.P., ASS'T SEC'Y

By: [Signature]

Title: SUP & Chief Investment Officer

ATTEST: [Signature]

Title: V.P. Mergers & Acquisition -SEAL-

**JPMorgan Chase Bank, N.A.**

By: [Signature]

Title: EXECUTIVE DIRECTOR

ATTEST: [Signature]

Title: SVP. -SEAL-



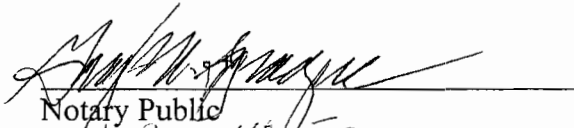


CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF ~~NEW YORK~~ OHIO

COUNTY OF ~~NEW YORK~~ FRANKLIN

On this November 1, 2012 before me, a notary public in and for the county and state aforesaid, personally appeared Jeffrey A. Ayres and he/she did depose and say that he/she is the Executive Director of JPMorgan Chase Bank NA Trustee, which executed the above instrument, that he/she knows the seal of said association; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of said trustee; and that he/she signed his/her name thereto by like order.

  
Notary Public

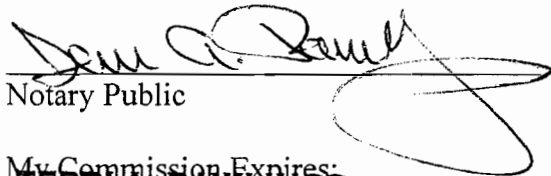
My Commission Expires: 12-19-2014

\_\_\_\_\_  
[Official Seal]

STATE OF Connecticut

COUNTY OF Fairfield

On this 15<sup>th</sup> of November 2012 before me, a notary public in and for the State aforesaid County and personally appeared E. Barry Lyon and Daniel Hermann of whom did depose and say that he/she is the VP, Asst. Secy and SVP, Chief Investment Officer, respectively, of ABB Inc., as Grantor, which executed the above instrument, that each knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of said Grantor; and that each signed his/her name thereto by like order.

  
Notary Public

My Commission Expires:  
**TERRIA. RAWLINGS**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES MAR. 31, 2017

\_\_\_\_\_  
[Official Seal]



Specimen Certificate of Events

**JPMorgan Chase Bank, N.A.**

Attention:

Gentlemen:

In accordance with the terms of the Agreement with you dated March \_\_, 2012

I, \_\_\_\_\_, Assistant Secretary of ABB Inc., hereby certify that the following events have occurred:

1. ABB Inc. is required to continue the decommissioning of its facility located at 2000 Day Hill Road, Windsor, CT 06095 (hereinafter called 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 ABB Inc. has adopted the attached resolution authorizing the commencement of the decommissioning.

\_\_\_\_\_  
Assistant Secretary of ABB Inc.

\_\_\_\_\_  
Date



**Form of Certificate of Resolution**

I, E. Barry Lyon, do hereby certify that I am Assistant Secretary of ABB Inc., a Delaware corporation, and that the resolution listed below was duly adopted by Unanimous Written Consent of this Corporation's Board of Directors on March [\_\_\_], 2012.

RESOLVED, that this Board of Directors hereby authorizes the President, or such other appropriate officer of the Company, to continue decommissioning activities at 2000 Day Hill Road, Windsor, CT 06095 in accordance with the terms and conditions described to this Board of Directors in the attached summary description and with such other terms and conditions as the President or such other officer of the Company shall approve with and upon the advice of Counsel.

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

\_\_\_\_\_  
Assistant Secretary




**SCHEDULE A**

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

U.S. Nuclear Regulatory Commission Byproduct License Number: 06-00217-06  
Docket Number: 030-03754

Name and Address or Licensee:      ABB Inc.  
5 Waterside Crossing  
Windsor, CT 06095

Address of Licensed Activity:      ABB Inc.  
2000 Day Hill Road  
Windsor, CT 06095

Cost estimate for regulatory assurances demonstrated by this agreement: 

The cost estimate listed here was last adjusted and accepted by the NRC on November 3, 2011.



**SCHEDULE B**

**Initial funds in Trust**

NONE



**SCHEDULE C**

**Trustee Fees**

Prior to Funding of Trust - \$2,500 per annum