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AMENDMENT NUMBER ONE TO STANDBY TRUST AGREEMENT

This Amendment Number One (this "Amendment") to Standby Trust Agreement dated August 11, 2015, (the "Agreement") by and between R.O.V. Technologies, Inc., a Vermont corporation, herein referred to as the "Former Grantor," and Sun Trust Bank, a Georgia banking corporation, as trustee (the "Trustee"), is entered into on this 19th day of January, 2018, by and among Rolls-Royce Nuclear Field Services Inc. ("RRNFS"), a New York corporation, as successor to the Former Grantor, the U.S. Nuclear Regulatory Commission ("NRC"), an independent agency of the United States government, and the Trustee.

WHEREAS, the Former Grantor and Trustee entered into the Agreement in conjunction with the Former Grantor providing financial assurance that funds will be available when needed for required decommissioning activities described in the Agreement; and

WHEREAS, the Former Grantor elected to use surety bond [REDACTED] to provide all of such financial assurance for the facilities identified herein; and

WHEREAS, RRNFS provided notification to the NRC of a Potential Change of Control pursuant to NUREG-1566, Volume 15, Revision 1, "Consolidated Guidance About Materials Licenses: Guidance About Change of Control and About Bankruptcy Involving Byproduct, Source, or Special Materials Licenses", dated June 2016, which notice was accepted by the NRC on April 4, 2017, Mail Control No. 593004; and

WHEREAS, Former Grantor was effectively and legally merged into RRNFS, its parent company, on September 5, 2017 and has ceased to exist; and

WHEREAS, RRNFS will now undertake full responsibility for decontamination and decommissioning associated with NRC Special Materials License 44-30912-01 issued pursuant to 10 CFR Part 30 and Part 70 (the "License"); and

WHEREAS, RRNFS will assume and agree to perform all of the obligations of the Former Grantor under the Agreement; and

WHEREAS, the Agreement must be amended to reflect the assumption by RRNFS of all of the rights and obligations of the Former Grantor under the Agreement.

NOW, THEREFORE, RRNFS, NRC and the Trustee agree as follows:

1. RRNFS hereby assumes all of the obligations of the Former Grantor to fulfill all decommissioning responsibilities associated with the License in accordance with pursuant to NUREG-1566, Volume 15, Revision 1, "Consolidated Guidance About Materials Licenses: Guidance About Change of Control and About Bankruptcy Involving Byproduct, Source, or Special Materials Licenses", dated June 2016.
2. RRNFS hereby represents and warrants that it is the successor by merger to the Former Grantor, that the Former Grantor has ceased to exist and that such merger became

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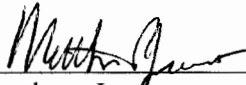
effective on September 5, 2017. Effective as of September 5, 2017, RRNFS did hereby assume and agree to perform all of the duties and obligations of the Former Grantor under the Agreement.

3. In accordance with Section 15 of the Agreement, for the purpose of reflecting the assumption by RRNFS of all of the duties and obligations of the Former Grantor under the Agreement, the Agreement is hereby amended so that the term "Grantor" as used therein shall mean RRNFS and any successors or assigns of RRNFS instead of the Former Grantor.
4. This Amendment shall not become effective until it has been executed and delivered by all of the parties hereto. The Agreement, as amended by this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by the respective officers duly authorized as attested by the Notary Seals affixed hereto.


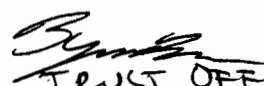
Rolls-Royce Nuclear Field Services Inc.

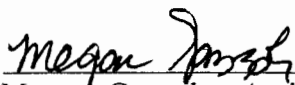
ATTEST:
[Title] MARY SUE BROOKS
[Seal] NOTARY PUBLIC-STATE OF NEW YORK
No. 02BR6245579
Qualified In Wayne County
My Commission Expires July 25, 2019



Matthew Jewett


SunTrust Bank.

ATTEST:
[Seal] 
[Title] 
[Seal] TRUST OFFICER



Megan Gazzola, Assistant Vice President,
Escrow Services
Sun Trust Bank

U.S. Nuclear Regulatory Commission (NRC)



David C. Lew

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