AMENDMENT NO. 2
TO
TRUST AGREEMENT

AMENDMENT NO. 2, dated as of June 21, 2019 (the "**Amendment**"), to the Trust Agreement, dated as of December 20, 2013 (the "**Agreement**"), among The Pennsylvania State Uiversity, a nonprofit university organized under the laws of the Commonwealth of Pennsylvania (the "**Grantor**"), and The Bank of New York Mellon, a banking corporation with trust powers organized and existing under the laws of the State of New York (the "**Trustee**") (the Grantor, and the Trustee are hereinafter each sometimes referred to individually as a "**Party**" and collectively as the "**Parties**").

WITNESSETH:

WHEREAS, the Grantor and the Trustee have entered into the Agreement on the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor and the Trustee now desire to amend the Agreement as hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions.

Capitalized terms used but not otherwise defined in this Amendment shall have the respective meanings set forth in the Agreement.

2. Amendments to Trust Agreement.

(a) Schedule A to the Trust Agreement is hereby deleted and replaced in its entirety by Schedule A attached to this Amendment No. 2.

3. Representations and Warranties.

Grantor hereby represents and warrants with respect to itself as of the date of this Amendment, that:

(i) It is duly organized and existing under the laws of the jurisdiction of its organization, with full power to carry on its business as now conducted, to enter into this Amendment and to perform its obligations hereunder; and

(ii) This Amendment has been duly authorized, executed and delivered by it, constitutes a valid and legally binding obligation of it, enforceable in accordance with its terms, and no statute, regulation, rule, order, judgment or contract binding on it prohibits it's execution or performance of this Amendment.

4. Governing Law.

This Amendment, and all matters arising out of or in any way relating to this Amendment, shall be governed by, and construed in accordance with, the laws of the State of New York, including General Obligations Law §5-1401 but otherwise without regard to principles of conflicts-of-laws.

5. Successors and Assigns.

This Amendment shall extend to and shall be binding upon the Parties hereto and their respective successors and permitted assignees.

6. Ratification.

Except as expressly modified hereby, all of the terms of the Agreement shall remain in full force and effect.

7. Severability.

In the event that any provision of this Amendment shall be declared invalid or unenforceable by any regulatory body or court having jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining portions of this Amendment, and the invalid, illegal or unenforceable provision shall be replaced by a valid, legal and enforceable provision that comes closest to the intent of the parties underlying the invalid, illegal or unenforceable provision.

8. Headings.

The headings of the Sections have been inserted for convenience of reference only and shall not be deemed to constitute a part of this Amendment.

9. Counterparts.

This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of such counterparts together shall constitute but one and the same Amendment. The parties may sign and deliver this Amendment by electronic transmission, including PDF. All the parties agree that the delivery of the Amendment by electronic transmission shall have the same force and effect as delivery of original signatures and that each party may use such electronic signatures as evidence of the execution and delivery of this Amendment by both parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

as Grantor

By: _____

Name: Joseph J. Doncsecz

Title: Associate Vice President for Finance & Corporate Controller

THE BANK OF NEW YORK MELLON,
as Trustee

By: _____

Name: THOMAS HACKER

Title: VICE PRESIDENT

Schedule A

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

U.S. NUCLEAR REGULATORY COMMISSION LICENSE NUMBERS	NAME AND ADDRESS OF LICENSE	ADDRESS OF LICENSED ACTIVITY	2018 COST ESTIMATES FOR REGULATORY ASSURANCES DEMONSTRATED BY THIS AGREEMENT
R-2	The Pennsylvania State University	Radiation Science and Engineering Center Breazeale Nuclear Reactor Pennsylvania State University University Park, PA 16802	$20,460,458
SNM-95	The Pennsylvania State University	Radiation Science and Engineering Center Breazeale Nuclear Reactor Pennsylvania State University University Park, PA 16802	$288,544
PA-0100	The Pennsylvania State University	Pennsylvania State University University Park, PA 16802	$4,123,449
PA-0127	The Pennsylvania State University	The Milton S. Hershey Medical Center Hershey, PA 17108	$3,942,878
PA-0127A	The Pennsylvania State University	The Milton S. Hershey Medical Center Hershey, PA 17108	$525,405
	25% contingency fund		$7,335,184
			$36,675,918

The cost estimates listed here are derived from those cost estimates (compounded 5% annually) that were completely revised in December 2016 in compliance with new regulations and recommendations and utilizes the best available data of such costs. Estimated costs are reviewed annually and adjusted as needed to remain current. The complete decommissioning funding plan is revised every three year in compliance with regulations.