

Amendment No. 2 to the Decommissioning Trust Agreement

This Amendment Number 2 ("Amendment No. 2") to the Decommissioning Trust Agreement, dated as of December 23, 2003, as amended by Amendment No. 1 dated April 13, 2005, by and between FMRI, Inc., a Delaware corporation, herein referred to as the "Grantor," and TNB Financial Services, a Division of Thomasville National Bank of Gurnee, Illinois, as trustee under Trust No. 2740, and not individually, herein referred to as the "Trustee," is entered into this 30 day of October, 2019.

WHEREAS, in 2005 the name of the Trustee changed from "Bank of Waukegan" to "NorStates Bank;" and

WHEREAS, in 2012 the name of the Trustee changed from "NorStates Bank to "Thomasville National Bank dba Norstates Wealth Management;" and

WHEREAS, in 2018 the name of the Trustee changed from "Thomasville National Bank dba Norstates Wealth Management" to "TNB Financial Services, a Division of Thomasville National Bank;" and

WHEREAS, the Grantor and Trustee entered into the Decommissioning Trust Agreement, herein referred to as the "Agreement," described above in conjunction with Grantor providing financial assurance that funds will be available when needed for required remediation activities described in the Agreement; and

WHEREAS, the Grantor no longer receives funding from its parent corporation, and primary source of funding, Fansteel, Inc.; and

WHEREAS, the Grantor needs access to the funds in the Decommissioning Trust Fund for activities necessary to maintain health and safety at the Muskogee site.

NOW, THEREFORE, the Grantor and the Trustee agree that effective as of the date of this Amendment No. 2, the Agreement is amended as follows:

The Agreement is amended throughout by replacing "Bank of Waukegan" with "TNB Financial Services, a Division of Thomasville National Bank."

Section 4.1 is deleted in its entirety.

Section 5 is deleted in its entirety and replaced with the following:

Section 5     Borrowing for Required Activities Specified in the Decommissioning Plan

The Trustee shall make payments from the Fund as the U.S. Nuclear Regulatory Commission (NRC) shall direct, in writing, to provide for payment of the costs of required activities specified in the Decommissioning Plan. The Trustee shall make payments to 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.

All payments to Grantor and withdrawals by Grantor constitute borrowing subject to replenishment. A refund to Grantor, if authorized in writing by the NRC, does not constitute borrowing and is not subject to replenishment.

Grantor shall not use any funds from the Trust for litigation expenses, provided, that any refund to Grantor shall not have restrictions as to the use of such refund.

Following Section 5, add the following Section 5a:

Section 5a      Borrowing for Activities Not Specified in the Decommissioning Plan But Necessary to Maintain Public Health and Safety

Section 5a.1

If the Trustee does not receive written notice of objection from the NRC, the Trustee may make such payments not to exceed \$27,000.00 per month, from the Fund, except as the NRC shall direct in writing, to provide for the payment of the costs of activities necessary to (1) prevent the unauthorized release of radiological contamination into the Arkansas River; (2) collect and treat groundwater and surface water in accordance with all regulatory requirements; (3) secure the Muskogee site to prevent any unintended public exposure to radiation in excess of NRC regulatory requirements; and (4) take any additional actions to ensure the public health and safety. The Trustee shall make payments to the Grantor or other persons as specified by the NRC from the Fund for these activities.

Section 5a.2

Within 60 calendar days of each payment, the Grantor must provide, under oath or affirmation, an accounting to the NRC of the payments made, including relevant invoices, receipts and payroll records, similar to what the Grantor provided to the NRC under the Stipulation dated July 25, 2017, and filed with the United States Bankruptcy Court for the Southern District of Iowa. If the Grantor fails to provide an adequate accounting within 60 calendar days of each payment, the NRC reserves the right to take appropriate action, including directing the Trustee to cease payments. The grantor shall maintain all records supporting each accounting, including relevant invoices, receipts, and payroll, in auditable and retrievable form for NRC inspection.

The Trust Agreement Schedule B is amended to delete "Bank of Waukegan Trust Investment Services 1601 N. Lewis Avenue Waukegan, Illinois 60085 (847) 244-6000" and replace it with the following:

TNB Financial Services, a Division of Thomasville National Bank  
5101 Washington St., Suite 1101  
Gurnee, Illinois 60031  
847-662-9788

The Trust Exhibit 1 is amended to delete "Bank of Waukegan 1601 N. Lewis Avenue Waukegan, Illinois 60085" and replace it with the following:

TNB Financial Services, a Division of Thomasville National Bank  
5101 Washington St., Suite 1101  
Gurnee, Illinois 60031

Except as expressly amended by this Amendment No. 2, the Agreement shall remain in full force and effect and nothing in this Amendment No. 2 shall otherwise affect any other provision of the Agreement or the rights and the obligations of the parties thereto.

IN WITNESS THEREOF, the parties have caused this Amendment No. 2 to be executed by the respective officers duly authorized and the corporate seals to be hereunto affixed, as necessary.

ATTEST: *Chang*

TNB Financial Services, a Division of  
Thomasville National Bank,  
as trustee aforesaid and not individually.

Its: VP + COO

By: *Paul D. Bulmer*  
Vice President

ATTEST: *[Signature]*

Its: INSURANCE BROKER FOR  
FANSTON & FMRI

FMRI, INC.

By: *W. R. Conell*

PRESIDENT

CONSENTED TO:  
U.S. NUCLEAR REGULATORY  
COMMISSION

By: *[Signature]*

for DWP