

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q/A
Amendment No. 1

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2012

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission file number 1-14287

USEC Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State of incorporation)

52-2107911
(I.R.S. Employer Identification No.)

Two Democracy Center
6903 Rockledge Drive, Bethesda, Maryland 20817
(301) 564-3200

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of July 25, 2012, there were 124,082,753 shares of the registrant's Common Stock issued and outstanding.

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EXPLANATORY NOTE

This Amendment No. 1 on Form 10-Q/A of USEC Inc. (the “Company”) amends the Company’s Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2012, as filed with the Securities and Exchange Commission on August 1, 2012 (the “Form 10-Q”), solely to file amended Exhibits 10.1, 10.5, 10.6, 10.7 and 10.8. Certain portions of the information that was omitted from the Exhibits 10.1 and 10.8 filed with the Form 10-Q pursuant to a request for confidential treatment under Rule 24b-2 have now been included. In addition, the legend on Exhibits 10.1, 10.5, 10.6, 10.7 and 10.8 regarding the omission of information from such exhibits pursuant to a request for confidential treatment under Rule 24b-2 has now been revised to note that the omitted portions are marked by asterisks. The new Exhibits 10.1, 10.5, 10.6, 10.7 and 10.8 are the only change being made to the Company’s Form 10-Q. The information contained in this Amendment No. 1 does not reflect events occurring subsequent to the filing of the Form 10-Q.

Item 6. Exhibits

- 10.1 Agreement dated May 15, 2012 between United States Enrichment Corporation and Energy Northwest. (a)
- 10.2 Supplement No. 1 dated March 2, 2006 to Power Contract dated July 11, 2000 between Tennessee Valley Authority and United States Enrichment Corporation. (b)(c)
- 10.3 Supplement No. 2 dated March 2, 2006 to Power Contract dated July 11, 2000 between Tennessee Valley Authority and United States Enrichment Corporation. (b)(c)
- 10.4 Supplement No. 3 dated March 2, 2006 to Power Contract dated July 11, 2000 between Tennessee Valley Authority and United States Enrichment Corporation. (b)(c)
- 10.5 Amendatory Agreement (Supplement No. 9) dated May 15, 2012 to the Power Contract between the Tennessee Valley Authority and the United States Enrichment Corporation, dated July 11, 2000, as amended. (a)
- 10.6 Confirmation Letter dated May 15, 2012 between United States Enrichment Corporation and the Tennessee Valley Authority. (a)
- 10.7 Amendment No. 20, dated June 5, 2012, to Contract dated January 14, 1994 between United States Enrichment Corporation, Executive Agent of the United States of America, and Joint Stock Company “Techsnabexport”, Executive Agent of the Russian Federation. (a)
- 10.8 Cooperative Agreement dated June 12, 2012 between the U.S. Department of Energy and USEC Inc. and American Centrifuge Demonstration, LLC concerning the American Centrifuge Cascade Demonstration Test Program. (a)
- 10.9 Contract dated June 12, 2012 between the U.S. Department of Energy and American Centrifuge Demonstration, LLC. (c)
- 10.10 Modification No. 5 dated June 12, 2012, to the Agreement dated June 17, 2002, between DOE and USEC Inc. (c)
- 10.11 Summary Sheet for 2012 Non-Employee / Non-Investor Director Compensation. (c)
- 10.12 First Amendment to Fourth Amended and Restated Credit Agreement, dated as of June 1, 2012, among USEC Inc., United States Enrichment Corporation, the lenders party thereto, and JPMorgan Chase Bank, N.A., as administrative and collateral agent, incorporated by reference to Exhibit 10.1 of the Current Report on Form 8-K filed on June 1, 2012 (Commission File number 1-14287).
- 10.13 USEC Inc. Quarterly Incentive Plan, incorporated by reference to Exhibit 10.1 of the Current Report on Form 8-K filed on April 19, 2012 (Commission file number 1-14287).
- 31.1 Certification of the Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a).
- 31.2 Certification of the Chief Financial Officer pursuant to Rule 13a-14(a)/15d-14(a).
- 32.1 Certification of CEO and CFO pursuant to 18 U.S.C. Section 1350. (c)
- 101 Consolidated condensed financial statements from the quarterly report on Form 10-Q for the quarter ended June 30, 2012, furnished in interactive data file (XBRL) format. (c)

(a) Certain information has been omitted and filed separately pursuant to a request for confidential treatment under Rule 24b-2.

(b) Includes information previously omitted and filed separately pursuant to confidential treatment under Rule 24b-2.

(c) Previously filed with USEC Inc.’s Quarterly Report on Form 10-Q for the quarter ended June 30, 2012.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

USEC Inc.

Date: December 11, 2012

By:

/s/ John C. Barpoulis

John C. Barpoulis
Senior Vice President and Chief Financial Officer
(Principal Financial Officer)

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
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10.8	Cooperative Agreement dated June 12, 2012 between the U.S. Department of Energy and USEC Inc. and American Centrifuge Demonstration, LLC concerning the American Centrifuge Cascade Demonstration Test Program. (a)
31.1	Certification of the Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a).
31.2	Certification of the Chief Financial Officer pursuant to Rule 13a-14(a)/15d-14(a).

(a) Certain information has been omitted and filed separately pursuant to a request for confidential treatment under Rule 24b-2.

Confidential information has been omitted in places marked "*****" and has been filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to this omitted information.

AGREEMENT

between

ENERGY NORTHWEST

and

UNITED STATES ENRICHMENT CORPORATION

USEC CONTRACT NO. EC-SC01-12UE03133
ENERGY NORTHWEST CONTRACT NO. 335900

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AGREEMENT

This Agreement ("Agreement") is entered into as of this 16th day of May, 2012 (the "Effective Date") by and between Energy Northwest ("Customer"), a joint operating agency and municipal corporation of the State of Washington, and United States Enrichment Corporation ("USEC"), a corporation organized under the laws of Delaware (Customer and USEC being sometimes referred to herein individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, USEC leases the PGDP (as defined below) to conduct its business of Enrichment (as defined below) at the PGDP;

WHEREAS, the United States Department of Energy ("DOE") holds title to certain quantities of Depleted Uranium (as defined below) located on the reservation where the PGDP is situated;

WHEREAS, DOE is making certain quantities of Depleted Uranium available that Customer will deliver to USEC for processing by USEC under this Agreement;

WHEREAS, Customer will obtain title from DOE to such Depleted Uranium and to the cylinders holding such Depleted Uranium and will deliver them to USEC for Enrichment pursuant to the terms of this Agreement;

WHEREAS, in return, Customer will receive Enriched DU (as defined below) from USEC, subject to the terms of this Agreement;

WHEREAS, Customer is concerned about paying for a substantial amount of purchases under this Agreement from current revenues and intends to issue debt to obtain proceeds to enable it to have sufficient funds to fund its purchases under this Agreement;

WHEREAS, Customer is not willing to issue debt to enable it to have sufficient funds to make a substantial amount of purchases under this Agreement unless such financing is available on terms, in amounts, and at times acceptable to Customer;

WHEREAS, Customer is not willing to subject its credit rating to a downgrade by virtue of this Agreement or any financing to enable it to have sufficient funds to fund its purchases under this Agreement; and

WHEREAS, Customer expects to issue a short-term note to finance the initial four months of expected purchases under the Agreement and thereafter expects to issue bonds ("Bonds") to pay off the short-term note, and to obtain proceeds to enable it to have sufficient funds to fund the remainder of the expected purchases under this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE 1 – DEFINITIONS

When used herein with initial capitalization, the following terms shall have the following definitions:

1.1 "Act" means the Atomic Energy Act of 1954, as amended.

1.2 "Article 5 SWU" means the 4,000,000 SWU to be purchased pursuant to Article 3 and delivered as the DU SWU Component of Enriched DU under Article 5 of this Agreement.

1.3 "Article 6 SWU" means the 440,000 SWU to be purchased pursuant to Article 3 and delivered as the LEU SWU Component of Enriched Product under Article 6 of this Agreement.

1.4 "Assay" means the total weight of ²³⁵U per kilogram of Material divided by the total weight of all uranium isotopes per kilogram of Material, the quotient of which is multiplied by 100 and expressed as a weight percent, which may be indicated by the symbol "w/o."

1.5 "Book Transfer" or "Book Transferred" means the transfer of credits for a given quantity of Material between accounts within USEC's material accounting system, or the accounts of a commercial nuclear fuel fabricator in the United States.

1.6 "Business Day" means a day that is not a Saturday, Sunday or United States Legal Holiday (which is a day for which employees of the United States Federal government are excused from work with pay pursuant to a Federal statute or executive order). Unless qualified by the term "Business," references in this Agreement to "day" or "days" refer to a calendar day or days, respectively.

1.7 "Calendar Year," "CY" or "Year" means a period of twelve (12) months from January 1 through December 31.

1.8 "Cascade" has the meaning ascribed to that term in Section 4.2(c).

1.9 "Conforming Cylinder" means a cylinder meeting the regulatory requirements and industry standards including ANSI 14.1 and USEC-651 (Rev. 9) (The UF6 Manual: Good Handling Practices for Uranium Hexafluoride) applicable on the date of Physical Delivery, that is suitable for feeding into the Cascade.

1.10 "Customer's Truck" shall have the meaning ascribed to that term in Section 1.27.

- 1.11 “Delivery Period” means (a) with regard to deliveries pursuant to Article 5, a monthly schedule for Physical Delivery of Enriched DU; and (b) with regard to deliveries pursuant to Article 6, means a fourteen (14) day period following the stated delivery dates in Section 6.1.
- 1.12 “Depleted Uranium” or “DU” means depleted uranium in the form of UF_6 with an Assay between 0.39 and 0.710. All DU must be derived from the Enrichment of natural uranium in the form of UF_6 which has not been previously irradiated, and was not the result of the enrichment of reprocessed uranium, shall conform to Section 7.3(a), and shall be capable of Enrichment in the Cascade to meet the specification in Section 1.15.
- 1.13 “DU Account” means an account maintained by USEC to record the amount of Depleted Uranium (in KgU as UF_6) credited to Customer.
- 1.14 “DU SWU Component” means, with respect to a given quantity and Assay of Enriched DU, the amount of SWU required to produce such Enriched DU from a given quantity and Assay of DU, as measured using the formula in Appendix A, as applied to the Enrichment of DU.
- 1.15 “Enriched DU” or “Enriched Depleted Uranium” means Depleted Uranium in the form of UF_6 which has been Enriched to an Assay of at least 0.711 and that conforms to American Society for Testing and Materials’ (“ASTM”) specification, “Standard Specification for Uranium Hexafluoride Enriched to less than 5 % ^{235}U ,” applicable to “Enriched Commercial Grade UF_6 ” (as defined in paragraphs 4 and 5 of the specification), as in effect on the date of delivery (currently C-996-10).
- 1.16 “Enriched Product” shall have the meaning ascribed to that term in Section 1.22.
- 1.17 “Enrichment” or “Enrich” means the process, measured in Separative Work Units, by which the Assay of uranium is increased.
- 1.18 “Facility” means the USEC-leased premises at the Paducah Gaseous Diffusion Plant located in Paducah, Kentucky operated by or for USEC; also referred to as the PGDP.
- 1.19 “Feed Account” means an account maintained by USEC to record the amount of Natural Uranium (in KgU as UF_6) credited to Customer.
- 1.20 “F.O.B. Facility” means (a) if the origin of a shipment is the Facility, Customer shall, at its own risk and expense, transport from such Facility an item (e.g., Material or a cylinder) Physically Delivered to Customer at such Facility; and (b) if the destination of a shipment is the Facility, Customer shall, at its own risk and expense, transport the item to the Facility for Physical Delivery to USEC. No other definition of “F.O.B.” or “Free on Board,” including any definition found in INCOTERMS, shall apply.
- 1.21 “Heavy Heel” means Enriched DU or Enriched Product residue remaining in a parent cylinder of approximately 1,000 pounds after liquid transfer of the Enriched DU or Enriched Product from the 48 inch cylinder to the 30B cylinders.
- 1.22 “LEU Feed Component” means with respect to a given quantity and Assay of enriched uranium hexafluoride (“Enriched Product”), the amount of Natural Uranium that would have been required to produce such Enriched Product, at a specified Assay and Tails Assay, if it were produced using Natural Uranium in lieu of DU, as calculated by the formula in Appendix A as applicable to the Enrichment of Natural Uranium.
- 1.23 “LEU SWU Component” means with respect to a given quantity and Assay of Enriched Product the amount of SWU that would have been required to produce such Enriched Product, at a specified Assay and Tails Assay, if it were produced using Natural Uranium in lieu of DU, as calculated by the formula in Appendix A as applicable to the Enrichment of Natural Uranium.
- 1.24 “Material” means, as the context requires, DU, Enriched DU, Residual Tails, Enriched Product, or Interim Enriched Product (as defined in Section 7.3(b)) or, in the case of Enriched DU, Interim Enriched Product or Enriched Product, the components of such Material including SWU. Where the specific types of Material are listed separately, a reference to “Enriched DU” or “Enriched Product” shall, where consistent with the context, also be deemed to include Interim Enriched Product.
- 1.25 “Natural Uranium” means natural uranium in the form of UF_6 , which has not been irradiated, enriched or depleted, with an approximate Assay of 0.711, and which conforms to the provisions of the American Society for Testing and Materials’ (“ASTM”) “Standard Specification for Uranium Hexafluoride for Enrichment” as in effect on the date of delivery, applicable to “Commercial Natural UF_6 ” (as defined in the specification) (currently C-787-11).
- 1.26 “Obligation Code” means (a) the code assigned to Material under the Nuclear Material Management & Safeguards System to indicate the foreign obligation(s) applicable to such Material; or (b) the code assigned by USEC to Material to indicate the unobligated status of such Material.
- 1.27 “Physical Delivery,” “Physically Deliver,” and “Physically Delivered” mean (a) with respect to the delivery by USEC of a cylinder of Enriched DU, Enriched Product or DU (e.g., rejected DU) to Customer, the loading by USEC of such item onto a truck or other conveyance provided by or on behalf of Customer at the Facility (“Customer’s Truck”); (b) with respect to Residual Tails, when the cylinder is set on the saddles in USEC’s storage yard inside the security perimeter of the PGDP; and (c) with respect to the delivery of a cylinder of DU to USEC, the unloading by USEC of such item off Customer’s Truck. Loading of Customer’s Truck shall be deemed completed when (x) the item is physically on Customer’s Truck; (y) USEC’s loading equipment, if any, is detached from the item; and (z) in the case of Material, any overpack required for transportation of a cylinder containing such Material is sealed by USEC. Unloading of an item shall be deemed to be completed when the item is removed by USEC from Customer’s Truck. Unless the context clearly indicates that another meaning was intended, where the term “delivery” is used without initial capitalization, it means collectively, either constructive delivery under Section 5.2(e) or Appendix B, or Physical Delivery.
- 1.28 “Prime Rate” means the prime rate as published by the *Wall Street Journal*, or in the event the *Wall Street Journal* ceases to publish a prime rate, the Parties shall negotiate in good faith to select a substitute publication and pending agreement on such substitute publication shall use the last prime rate published by the *Wall Street Journal*.
- 1.29 “Residual Tails” shall have the meaning ascribed to that term in Section 4.6.
- 1.30 “Separative Work Unit” or “SWU” means the measure of work required for Enrichment.
- 1.31 “Tails” means the Depleted Uranium residue, the Assay of which has been depleted in the process of providing Enrichment.

- 1.32 “Total Program Price” shall have the meaning ascribed to that term in Article 8.
- 1.33 “Uranium Hexafluoride” or “UF₆” means a chemical compound of uranium and fluorine.
- 1.34 “²³⁵U” means the fissionable uranium isotope with mass number 235.
- 1.35 “USEC Service Charges” means USEC’s standard charges for services such as handling, sampling, storage, delivery, transfer, packaging or receipt of Material. A copy of USEC Service Charges is attached as Appendix E.

ARTICLE 2 – TERM

This Agreement shall be effective as of the Effective Date and, unless earlier terminated in accordance with the terms hereof, shall remain in force until December 31, 2013, or the date on which all purchase and payment obligations of Customer and supply obligations of USEC hereunder are fulfilled.

ARTICLE 3 – SCOPE

3.1 Purchase and Delivery Obligations. Subject to Section 3.2 below, between June 1, 2012 and May 31, 2013, inclusive, Customer shall purchase from USEC, and USEC shall sell and deliver to Customer, (a) 4,000,000 SWU contained in Enriched DU with an average Assay of 4.40 delivered to Customer by USEC in accordance with Article 5 and (b) an additional quantity of Enriched Product containing 440,000 SWU delivered to Customer under Article 6. The quantity of Enriched DU containing the 4,000,000 SWU delivered by USEC will vary depending upon the Assay and quantity of DU Physically Delivered to USEC. For example, if Customer Physically Delivers 9,082,000 KgU of DU, at an average Assay of 0.44, USEC shall deliver approximately ***** KgU of Enriched DU with an average Assay of 4.40 to Customer. In no event, however, shall USEC be obligated to provide Enriched DU containing greater than 4,000,000 SWU, as measured using the formula in Appendix A, according to the transactional Assay of Tails on which the preceding example is based. For the absence of doubt, Customer’s purchase obligation for any of the foregoing 4,000,000 SWU contained in Enriched DU with an average Assay of 4.40 and the Enriched Product containing 440,000 SWU shall arise upon Physical Delivery to Customer or, as the case may be, constructive delivery to Customer in accordance with Article 5, Article 6 or Appendix B, and, Customer shall have no purchase obligation until the time of such Physical Delivery or constructive delivery.

3.2 The Parties acknowledge and agree that:

(a) Power Requirements. USEC will require a significant amount of electricity to perform its obligations under this Agreement. The Parties shall be released from their obligations under this Agreement (other than the obligations in Article 18) and the Agreement shall be terminated without further liability of either of the Parties in the event that by May 31, 2012, the necessary Tennessee Valley Authority (“TVA”) power purchase agreement, on terms and conditions acceptable to USEC in its sole discretion, for the supply of sufficient power for USEC to Enrich all the DU contemplated to be supplied to USEC hereunder by May 31, 2013, has not been executed.

(b) DU Assurances. Customer shall secure an agreement with DOE that DOE will use reasonable efforts to (i) supply to Customer at least 9,082,000 KgU of DU, including any Replacement DU pursuant to Section 4.3; and (ii) promptly replace the DU contained in each cylinder rejected by USEC pursuant to Article 4 (“Rejected DU”) with an equal or greater quantity of DU available to DOE from its inventory of DU in Paducah, Kentucky (“Substitute DU”); and the agreement shall provide that Customer will transfer title of the Residual Tails (as defined below) and the cylinders containing the Residual Tails to DOE (“DOE Agreement”). The Parties shall be released from their obligations under this Agreement (other than the obligations in Article 18) and the Agreement shall be terminated without further liability of either of the Parties in the event that by May 31, 2012, Customer has not secured an agreement with DOE to provide all the DU contemplated to be supplied to USEC hereunder, including an obligation by DOE to replace any DU rejected by USEC with Substitute DU, and to take title to Residual Tails.

(c) Customer’s Contingencies.

(i) Customer may effect the termination of this Agreement, subject to the terms of this Section 3.2(c), upon occurrence of any of the following, each an “Event”:

- Event Number 1. Customer determines that long term financing to enable it to have sufficient funds to pay for the expected purchases to be made by Customer under this Agreement is not available on terms, in amounts, and/or at times acceptable to Customer;
- Event Number 2. Customer receives an indicative rating below Aa1 by Moody’s Investors Service, below AA by Fitch Ratings Service, and/or below AA- by Standard and Poor’s Ratings Services, on proposed Bonds that it expects to issue to obtain proceeds to enable it to have sufficient funds to make expected purchases under this Agreement;
- Event Number 3. Customer is permanently enjoined or otherwise permanently precluded by a court of law with jurisdiction over Customer from further performance under this Agreement;
- Event Number 4. Customer or DOE terminates the DOE Agreement according to its terms for reasons other than Customer’s breach or non-performance of the DOE Agreement or Customer’s exercise of a right of termination for convenience; and
- Event Number 5. USEC terminates its power purchase agreement referred to in Section 21.13(b)(ii) or TVA ceases to supply electrical power to USEC for production of the Enriched Product under the Depleted Uranium Enrichment Program, except where such termination is a response to Customer’s termination or potential termination with respect to Event Number 1, 2, 3 or 4.

(ii) Upon the occurrence of any one or more of the foregoing Events, Customer shall notify USEC promptly of such Event (the “Event Notice”); provided, that, in the case of the Event Notice for Event Number 1 or 2, Customer shall provide such Event Notice at least five (5) days prior to giving any termination notice which termination notice shall in no event be given earlier than August 1, 2012. With regard to the possible occurrence of Event Number 3, Customer shall promptly provide notice to USEC of the filing of any litigation involving Customer which could lead to an order or other adjudication enjoining or otherwise precluding Customer from further performance under this Agreement and Customer shall not unreasonably object to USEC’s intervention in any such litigation. With regard Event Number 4 and 5, Customer shall provide the Event Notice at least five (5) days prior to any

termination notice.

(iii) Following receipt of an Event Notice, the Parties shall promptly discuss the matter to determine if modifications can be made to the Agreement, or other measures taken, that will permit performance of all or part of the Agreement, notwithstanding the occurrence of the Event or the underlying reason for the occurrence of the Event. In the case of an Event Notice for Event 1 or Event 2, the Parties will consider as a modification or measure hereunder, reducing the purchases by EN hereunder of SWU contained in Enriched DU under Article 5 of this Agreement and/or Enriched Product containing SWU under Article 6 of this Agreement to an amount that is less than was originally contemplated, which reduced purchases will conform to the amount of Bonds that Customer can issue on terms, in amounts, and/or at times acceptable to Customer in its sole discretion. If the Parties fail to reach agreement on such modifications or measures, or Customer determines, in its sole discretion, that it does not wish to engage in further discussions or seek to implement any proposed modifications or measures, Customer may effect the termination of this Agreement by providing notice of such termination to USEC, with termination effective at the time date specified in its termination notice, provided that:

(A) In the case of Event Number 1, Event Number 2 or Event Number 4, the termination notice may not provide for an effective date of termination fewer than sixty (60) calendar days after receipt by USEC of notice of termination. Notwithstanding any such notice of termination or proposed date of termination, this Agreement shall remain in effect in all respects until the termination date. Absent mutual agreement, in addition to any Article 6 SWU deliveries that are to be made pursuant to Section 6.1 of the Agreement prior to the effective date of termination, USEC shall not deliver more than the maximum amounts of Article 5 SWU permitted by Section 5.2 in the period between the date it receives the termination notice and the effective date of termination. USEC shall not feed into the Cascade more DU than is required to produce the Enriched DU required to meet USEC's delivery obligations prior to termination or to replace Material delivered to Customer in lieu of Enriched DU prior to termination. Subject to the first sentence of this Section 3.2(c)(iv)(A), Customer shall be obligated to purchase and pay for, and USEC shall be obligated to deliver, all the Enriched DU and Enriched Product delivered under Article 5 and Article 6, respectively, prior to the effective date of the termination.

(B) In the case of Event Number 3, Customer shall provide the termination notice not earlier than the issuance of the injunction or other order precluding performance by Customer.

(iv) A termination under this Section 3.2 shall be made in accordance with Article 16 without further liability of either of the Parties except as provided in Article 16 and Section 21.7. Upon termination of this Agreement under this Section 3.2(c), the Parties shall be released from their respective obligations under this Agreement except as provided in Article 16 and Section 21.7.

(v) USEC may mitigate economic losses to it, and USEC shall be excused from any delay in its performance, arising from measures taken by it after notice to Customer, pending the outcome of discussions under this Section 3.2(c).

(vi) If Customer elects to terminate under this Section 3.2(c), the Parties shall, if requested by USEC, adjust delivery schedules to minimize the adverse economic impact upon USEC resulting from the termination of Enrichment of DU at the PGDP.

ARTICLE 4 – DELIVERY OF DU AND INSPECTION OF CYLINDERS

4.1 Delivery of DU.

(a) Beginning on the Effective Date of this Agreement, and continuing through April 30, 2013, inclusive, in accordance with the schedule noted in Section 4.1(b), Customer shall Physically Deliver to USEC Conforming Cylinders containing at least 9,082,000 KgU of DU meeting the requirements of Section 1.12 and Section 7.3(a).

(b) Beginning on the Effective Date of this Agreement, and continuing through October 31, 2012, inclusive, Customer shall Physically Deliver to USEC by the end of each month, no fewer than 150 full 48 inch cylinders of DU meeting the requirements of Section 1.12. The total amount of KgU of DU to be delivered by Customer or Customer's designee by October 31, 2012 shall be at least 6,375,000 KgU of DU. Beginning November 30, 2012 through April 30, 2013, Customer shall Physically Deliver to USEC by the end of each month, no fewer than 50 full 48 inch cylinders of DU meeting the requirements of Section 1.12; provided, however, that the number of 48 inch cylinders of DU Physically Delivered to USEC may be less than 50 in the final month of delivery. By April 30, 2013, all KgU of DU required to be delivered to USEC under this Agreement shall have been Physically Delivered. The Physical Deliveries of the cylinders in accordance with this Section shall be coordinated between Customer and USEC and shall be determined by mutual agreement in advance.

(c) Within five (5) Business Days after the date on which DU is Physically Delivered to USEC, USEC shall credit such DU to the DU Account.

4.2 Inspection of Cylinders of DU.

(a) Within three (3) Business Days after the Effective Date of this Agreement, Customer shall make available to USEC all DOE records, including electronic records, made available to Customer by DOE, covering the Conforming Cylinders of DU to be Physically Delivered by Customer as listed in Appendix C and pursuant to Section 4.1 to assist USEC in determining preliminarily whether those cylinders are Conforming Cylinders and contain DU meeting the requirements of Section 1.12. Such records shall include at a minimum: (i) if requested by USEC, a cylinder history card for each such cylinder, if available; (ii) authorization for USEC to have access to the Nuclear Material Control and Accountability records of such cylinders and the DU they contain; and (iii) all available information about the source of the DU contained in the cylinders. Where feasible, USEC may be given an opportunity to visually inspect the cylinders prior to delivery and to propose specific cylinders to be delivered or the order in which cylinders will be Physically Delivered from the list in Appendix C.

(b) After receipt of the information provided in Section 4.2(a), but prior to an actual scheduled Physically Delivery of such cylinder, USEC may reject any cylinder by written notice to Customer if it determines that the records of such cylinder indicate that it may not be a Conforming Cylinder and/or that it may not contain DU meeting the requirements of Section 1.12. Non-conforming cylinders shall be replaced in accordance with Section 4.3.

(c) Customer shall make arrangements to Physically Deliver the cylinders identified pursuant to Section 4.2(a), and not rejected by USEC pursuant to Section 4.2(b), to USEC at Customer's expense at the Facility to which the Parties mutually agree. The delivery schedule noted in Section 4.1(b) is intended to provide for a flow of DU that at least matches USEC's ability to feed the cylinders into the commercial Enrichment cascade operated by USEC at the Facility (the "Cascade"). All cylinders of DU Physically Delivered to USEC shall be accompanied by the DU Documentation required under Appendix B.

(d) USEC shall conduct an examination of each cylinder, and its DU Documentation, before feeding it into the Cascade to determine whether such cylinder is a Conforming Cylinder and whether any such cylinder has been overfilled with DU. USEC shall inspect and document in writing the condition of the cylinders and may reject any cylinder by written notice to Customer that it determines is not a Conforming Cylinder or that it determines may have been overfilled with DU, or if it otherwise determines that the cylinder, or the Material it contains, is not suitable for feeding into the Cascade, including due to a discrepancy in the DU Documentation. Non-conforming cylinders shall be replaced in accordance with Section 4.3. In the event a cylinder is returned as non-conforming, USEC shall supply Customer with a copy of the written inspection report.

(e) The expense of returning Rejected DU to Customer, DOE or another entity or person in the United States designated by Customer and authorized to possess a rejected cylinder and its contents, shall be borne in all cases by Customer.

(f) USEC's rejection of DU under this Section 4.2 shall not be subject to dispute.

(g) In the event cylinders containing DU are not Physically Delivered to USEC on the date scheduled for Physical Delivery of such DU by the Parties, USEC shall provide notice to Customer of the failure to deliver. Customer shall Physically Deliver the late cylinder of DU within three (3) Business Days after such notice.

(h) Pending Physical Delivery of the late cylinder of DU, USEC's obligation to provide Enriched DU pursuant to Section 5.2(a) shall be subject to adjustment in accordance with the reduced quantity of DU provided.

4.3 Replacement of Cylinders of DU.

(a) The following shall apply to the replacement of Rejected DU:

(i) In all cases, within seven (7) Business Days, Customer shall replace, by Physical Delivery to USEC, the Rejected DU with a Conforming Cylinder of DU conforming to Section 1.12 (the "Replacement DU"). USEC's inspection and rejection rights in Section 4.2 shall also apply to any cylinder of Replacement DU provided hereunder.

(ii) As soon as possible so as to avoid interference in USEC's anticipated rate of production, Customer shall proceed to secure from DOE all additional Conforming Cylinders of DU meeting the requirements of Section 1.12, needed to replace the Rejected DU from the list attached in Appendix D and pursuant to the DOE Agreement described in Section 3.2(b).

(iii) Customer acknowledges that operation of the Cascade during the term of this Agreement is dependent on (A) the timely supply to USEC of Conforming Cylinders of DU meeting the requirements of Section 1.12, and this Article 4; and (b) timely payments by Customer. Therefore, to ensure a steady flow of DU into the Cascade and payments to USEC, any disagreement between the Parties regarding the performance or interpretation of this Agreement shall not be cause for delay in the immediate provision of Replacement DU under Section 4.3(a)(i) or payments under Article 8.

(b) USEC's right of rejection with respect to a cylinder shall no longer apply once the cylinder has been connected to the Cascade and DU has begun to flow from the cylinder to the Cascade.

4.4 Utilization of DU. Although USEC intends to Enrich all DU supplied by Customer under this Agreement, the operation of the PGDP shall at all times remain within USEC's sole control. Accordingly, while USEC may allocate one or more cylinders of DU to the quantities of Enriched DU delivered to Customer, USEC is not obligated to demonstrate that the DU in those cylinders was used to produce the Enriched DU delivered to Customer. Further, recognizing that all enriched UF₆ conforming to the specification in Section 1.15 is fungible, USEC shall not be obligated to demonstrate that enriched UF₆ supplied as Enriched DU under this Agreement actually is, in fact, Enriched DU so long as such enriched UF₆ meets the specification in Section 1.15 and Section 7.3(b).

4.5 Transfer of Cylinders and Residue in Cylinders. After the DU in a cylinder has been fed into the Cascade, the cylinder shall be disconnected from the Cascade and title to the cylinder and any DU left in such cylinder shall pass to USEC.

4.6 Residual Tails. Customer shall retain title to the DU (except what remains in the cylinder as provided in Section 4.5), Rejected DU and Replacement DU supplied under this Article 4 throughout Enrichment, except as follows: Customer represents that, pursuant to the DOE Agreement, Customer will transfer and DOE will take title to all Tails resulting from the Enrichment of DU ("Residual Tails") upon Physical Delivery to DOE. DOE will take Physical Delivery of the Residual Tails and the 48G, 48H, or 48Y ANSI compliant cylinders (or such other ANSI compliant cylinders agreed by the Parties) containing such Residual Tails by no later than December 31, 2013. These Residual Tails shall be provided to DOE in the cylinders used by USEC for withdrawal of such Residual Tails, which USEC shall supply as part of the Total Program Price. For the avoidance of doubt, it is understood that prior to delivery to DOE, Customer, and not USEC, holds title to the Residual Tails.

ARTICLE 5 – ENRICHMENT OF DU AND DELIVERY OF ENRICHED DU

5.1 Enrichment of DU. Between June 1, 2012 and May 31, 2013, inclusive, and subject to the delivery of DU under Article 4 and the delivery of power under the power purchase agreement(s) described in Section 3.2(a), USEC shall Enrich in the Cascade the DU delivered by Customer pursuant to Article 4 to produce Enriched DU containing the Article 5 SWU.

5.2 Delivery of Enriched DU.

(a) Pursuant to the Enrichment of DU under Section 5.1, USEC shall deliver to Customer between June 1, 2012 and May 31, 2013, inclusive, unless otherwise agreed to by the Parties, Enriched DU with an average Assay of 4.40. Except for Material delivered by constructive delivery as provided in Section 5.2(e) and Appendix B, Enriched DU shall be Physically Delivered, F.O.B. Facility, on a schedule established pursuant to Appendix B, which shall provide for, to the extent feasible, the delivery of Enriched DU containing at least 200,000 Article 5 SWU in each month but, absent mutual agreement, in no event more than 450,000 Article 5 SWU per month. For the avoidance of doubt, the minimum amount may not be met where USEC's failure to meet such minimum is excused under Article 11, and the maximum amounts may be exceeded where USEC needs to make up deliveries that were delayed due to Force Majeure. The exact quantity of Enriched DU to be delivered by the end of this Agreement shall be determined by (i) the quantity and Assay of DU supplied to USEC and (ii) the quantity of Article 5 SWU to be purchased pursuant to Article 3, as determined using the formula in Appendix A.

(b) USEC shall supply to Customer the 30B cylinders necessary to provide Customer Enriched DU in accordance with the provisions in Appendix B, Paragraph 4. Physical Delivery of Enriched DU shall be subject to availability of USEC-supplied 30B cylinders.

(c) USEC shall provide the documentation required by Appendices B and F for each delivery of Enriched DU hereunder.

(d) Customer shall pay for services provided by USEC in connection with Physical Delivery in accordance with the USEC Service Charge listed in Appendix E and as noted in Article 8.

(e) If, in any month, Enriched DU containing Article 5 SWU that is ready for Physical Delivery on the date scheduled is not taken by Customer for any reason and also is not taken by Customer by Physical Delivery prior to the end of such month, USEC may treat such Enriched DU as having been constructively delivered as of the last day of the month in which it was scheduled to be delivered and may include the Article 5 SWU of such Enriched DU in the invoice. USEC shall inform Customer of the constructive delivery in the applicable invoice and shall continue to hold the Enriched DU for Physical Delivery to Customer, which shall occur on a date to be agreed by the Parties. Customer shall take Physical Delivery of all constructively delivered Enriched DU held in storage by USEC by December 31, 2013.

(f) USEC shall not make any constructive delivery of Enriched Product or Enriched DU under Section 5.2(e), and Customer shall not be obligated to accept or pay for such constructively delivered Material, unless USEC first delivers to Customer written acknowledgement by JPMorgan Chase Bank, N.A. ("JPMorgan"), as administrative and collateral agent under the Fourth Amended and Restated Omnibus Pledge and Security Agreement, dated as of March 13, 2012, by and among JPMorgan and USEC Inc., United States Enrichment Corporation and NAC International, Inc. that JPMorgan does not and will not claim a security interest in any such constructively delivered Enriched Product or Enriched DU owned by Customer and physically held by USEC for Customer at the Facility. In addition, USEC shall identify and document in its records and accounts, Customer's ownership of such constructively delivered cylinder(s) of Enriched DU or Enriched Product, including the identification number of the cylinder(s) containing such Material. Further, USEC shall visually identify the constructively delivered cylinder(s) as containing Customer's Material by placing a magnet, sticker or tag on the cylinder and segregating the constructively delivered cylinder(s) from USEC's other inventories.

(g) In order to give USEC time to obtain the acknowledgment from JPMorgan described in Section 5.2(f) before USEC makes any constructive delivery, Customer shall use its reasonable efforts to notify USEC in the event that it anticipates that DOE or DOE's contractor will not take Physical Delivery of filled cylinders in a timely manner.

ARTICLE 6 – ADDITIONAL PURCHASE OF SWU

6.1 Purchase of SWU by Customer. In addition to the delivery of Enriched DU, USEC shall sell Customer 440,000 SWU and will deliver to Customer ***** KgU of Enriched Product with an average Assay of 4.40 containing the Article 6 SWU. Customer shall take four (4) deliveries of the Enriched Product, with each delivery having an aggregate of 110,000 Article 6 SWU. The Enriched Product shall be Physically Delivered during the Delivery Period beginning on August 15, 2012, November 15, 2012, February 15, 2013 and April 15, 2013, respectively (the "SWU Deliveries").

6.2 Delivery to Customer of Enriched Product Containing the Article 6 SWU. USEC shall deliver the Enriched Product containing the Article 6 SWU by Physical Delivery in USEC-supplied 30B cylinders, pursuant to the delivery terms of provisions of Article 5 (other than Section 5.2(a)) and Appendix B, or, where applicable, by constructive delivery under Section 5.2(e) or Appendix B, Paragraph 4.

6.3 Delivery of Feed Material to USEC.

(a) At the time of each of the four SWU deliveries described in Section 6.1, USEC shall loan to Customer ***** KgU of Natural Uranium (the "Feed Material") as the Feed Component of the Enriched Product Physically Delivered to Customer pursuant to Section 6.2. As repayment for the Feed Material loaned, Customer or its designee shall, within five (5) Business Days after USEC delivers the Enriched Product containing the Article 6 SWU, repay such loan by delivering ***** KgU of Feed Material to USEC by Book Transfer to an account designated by USEC (such fifth day, the "Feed Delivery Date"). Customer also shall pay USEC a loan charge which shall be calculated by multiplying the Spot Market Feed Value (as defined below) on the Feed Delivery Date by ***** ("Loan Charge")

(b) If, on the Feed Delivery Date, there is an insufficient quantity of Feed Material delivered by Customer to USEC as repayment of the feed loan ("Feed Shortfall"), Customer shall pay USEC, in addition to the Loan Charge, a fee (the "Late Feed Fee") for each day the Feed Shortfall continues. The Late Feed Fee shall be determined by multiplying: (i) a daily interest rate based upon the most recent (as of Feed Delivery Date) interest rate established by ***** and published in *****; by (ii) ***** as of the Feed Delivery Date; by (iii) the Feed Shortfall. (As an example, if the Feed Delivery Date fell within the first six months of 2012, the interest rate referred to in item (i) would be *****.) The Late Feed Fee shall be payable for the period from the Feed Delivery Date through the date on which all the Feed Material required to eliminate the Feed Shortfall is provided to USEC.

(c) For these purposes, the term "Spot Market Feed Value" means the average of: (A) the most current month-end price indicator per KgU of natural UF₆ published by The Ux Consulting Company LLC in *Ux Weekly* (as referenced in the "NA Value" line of the Ux Price Indicators chart) and (B) the most current month-end price indicator per KgU of natural UF₆ (the "UF₆ Value") published by TradeTech, LLC in the month-end issue of *Nuclear Market Review*. If a current price indicator is not published by one of these sources, an equivalent published spot market price shall be selected by good faith negotiation between the Parties. If any of the sources to be used pursuant to this Section 6.3(c) publishes a range of prices, the midpoint of the range shall be used as the price.

ARTICLE 7 – TITLE AND RISK OF LOSS; OBLIGATION CODES

7.1 Title to and Risk of Loss of Depleted Uranium.

(a) Customer shall hold title to all DU delivered to USEC and credited to the DU Account and shall transfer title to the Residual Tails to DOE. USEC shall bear risk of loss of the DU held in Customer's DU Account upon its Physical Delivery to USEC until such DU is incorporated into Enriched DU, at which point USEC shall bear risk of loss for the portion of the DU attributed to such Enriched DU, and also for the portion attributed to Residual Tails until (i) in the case of the Enriched DU, the Enriched DU is Physically Delivered to Customer and (ii) in the case of Residual Tails, the Residual Tails are Physically Delivered to DOE (or, if earlier, such Material is transferred to DOE in connection with the termination of USEC's lease of the PGDP). USEC also shall bear risk of loss with respect to any DU remaining in an emptied cylinder of DU to which USEC takes title pursuant to Section 4.5.

(b) At the time that Enriched DU containing the Article 5 SWU is delivered to Customer, the balance in the DU Account shall be reduced by

the quantity of DU deemed to have been used in the production of such Enriched DU. The delivery of Enriched DU to Customer shall be deemed to be a delivery to Customer of the portion of the DU attributable to (and deemed to be incorporated in) the Enriched DU, with title to all remaining portions of such DU (i.e., constituting the Residual Tails) held by DOE pursuant to Section 4.6 or USEC pursuant to Section 4.5.

7.2 Title to and Risk of Loss of the Enriched DU Containing Article 5 SWU and Enriched Product Containing Article 6 SWU. Title to and risk of loss for the Enriched DU, including the cylinders containing the Enriched DU, delivered under Article 5 and the Enriched Product delivered under Article 6, including the cylinders containing such Enriched Product shall pass to Customer upon Physical Delivery to Customer. In the case of constructive delivery pursuant to Section 5.2(e) of Enriched DU containing Article 5 SWU or Enriched Product containing Article 6 SWU, title to the Enriched DU or Enriched Product, and the cylinders containing the Enriched DU or Enriched Product, shall pass to Customer upon constructive delivery and USEC shall maintain the risk of loss until such time as the Physical Delivery of the Enriched DU or Enriched Product has been completed.

7.3 Country of Origin/Obligation Codes.

(a) Subject to the DOE Agreement, the DU delivered to USEC by Customer shall be unobligated and bear the country of origin code of the United States.

(b) Subject to delivery by Customer of unobligated U.S. origin DU, Enriched DU delivered by USEC pursuant to Article 5, and Enriched Product delivered by USEC pursuant to Article 6, shall be unobligated and bear the country of origin code of the United States. If necessary to facilitate timely delivery to Customer under Article 5, including in connection with the supply of filled USEC-supplied 30B cylinders under Section 5.2(b), USEC may deliver up to 46.5 metric tons of enriched uranium conforming to the specification in Section 1.15 (the "Interim Enriched Product"), which may be obligated or have a non-U.S. origin (or include components that are obligated or have a non-U.S. origin) but only if swaps of origins and obligation codes are implemented prior to delivery so that no later than 90 (ninety) days after delivery of Interim Enriched Product or October 31, 2012, whichever is earlier, all Enriched DU delivered to Customer under Article 5, and the Enriched Product delivered to Customer under Article 6, has an origin and obligation code conforming to the first sentence of this Section 7.3(b). Customer shall use its reasonable efforts to facilitate the implementation of such swaps if requested by USEC. Further, in the event such a swap requires Physical Delivery of replacement enriched uranium conforming to the specification in Section 1.15 that has a U.S. origin code, USEC shall be solely responsible for all costs including costs payable to third parties for such Physical Delivery, including, but not limited to, the Physical Delivery of Interim Enriched Product.

7.4 Customer Liability for DU in Cascade. Pursuant to the terms of Section 3107 of the USEC Privatization Act, 42 U.S. Code § 2297h-5(d), DOE and not Customer is responsible for environmental and decontamination and decommissioning liabilities at the PGDP as a result of the introduction of DU supplied by Customer into the Cascade.

ARTICLE 8 – PRICES AND TERMS OF PAYMENT

8.1 Price.

(a) Customer shall pay a price of \$***** per SWU (the "SWU Price") for the Article 5 SWU contained in Enriched DU delivered pursuant to Article 5 of this Agreement and the Article 6 SWU contained in Enriched Product delivered under Article 6 of this Agreement, exclusive of packaging and handling charges, which shall be fixed at \$*****.

(b) The total price for the 4,440,000 SWU purchased under Article 3, regardless of any adjustment in quantities of Enriched DU or Enriched Product due to variation in Assay or quantity of DU, plus the applicable packaging and handling charges under Section 8.1(a), during the period June 2012 through May 2013, inclusive, shall not be less than \$***** ("Total Program Price"). If necessary, the invoice for deliveries in May 2013 shall be adjusted such that the amount of that invoice attributable to the Article 5 SWU contained in Enriched DU and the Article 6 SWU contained in Enriched Product, plus all prior invoices issued under this Agreement for deliveries of SWU contained in Enriched DU and Enriched Product, shall at least equal the Total Program Price so that USEC shall have received the Total Program Price once such May 2013 invoice is paid in full provided that USEC has delivered 4,440,000 SWU to Customer under this Agreement by May 31, 2013.

(c) For the purposes of clarity, the Total Program Price is the total price paid by Customer for SWU delivered under Article 3 and for the packaging and handling charges. It does not include other USEC Service Charges in Appendix E or other fees and costs defined within this Agreement, including the FCA charges under Section 8.2. Accordingly, in addition to amounts invoiced toward payment of the Total Program Price, an invoice may also include other expenses, fees or charges not yet invoiced pursuant to the terms of this Agreement which are in addition to the Total Program Price; provided that in no event shall the Total Program Price, plus other USEC Service Charges in Appendix E and the other fees and costs defined within this Agreement, including the FCA charges under Section 8.2, exceed \$***** without written Customer approval.

USEC shall provide to the Customer written notice when USEC reaches eighty percent (80%) of \$*****. Unless and until Customer's approval to exceed the foregoing \$***** cap is granted, nothing herein shall require USEC to supply Material or incur fees or costs defined within this Agreement (including having to bear any FCA costs) if (i) USEC is otherwise entitled to be paid or reimbursed for such Material, fees, or costs and (ii) USEC would not be able to be paid or reimbursed for such Material, fees, or costs (including FCA) as a result of the application the foregoing cap.

8.2 Fuel Cost Adjustment. In addition to the SWU Price, and other expenses, fees or charges that USEC may invoice under Sections 6.3, 8.1, 8.3, 8.4, 8.5 and 8.6 and the other Articles of this Agreement (such as Article 13), Customer shall also pay the following:

(a) Fuel Cost Adjustment Estimate. On the first invoice for each month, Customer shall be billed for any amount payable during that month to TVA under any power purchase agreement(s) entered into by USEC with TVA (or any amendment to an existing power purchase agreement with TVA) pursuant to Section 3.2(a), for power to Enrich DU delivered by Customer, with respect to estimated Fuel Cost Adjustment ("FCA") charges to be paid during that month by USEC. For example, the estimated FCA charges for June 2012 will be included in the invoice issued on June 5, 2012. FCA is the amount by which the price of energy supplied by TVA to USEC under such power purchase agreement(s) (or amendments) is increased to reflect TVA's fuel costs, purchased power costs and related costs.

(b) Fuel Cost Adjustment True-Up. In addition to Section 8.2(a), Customer's invoice shall include an adjustment for any amounts subsequently billed or credited to USEC to account for changes in the FCA charges billed to Customer pursuant to Section 8.2(a) once actual costs are known ("True Up Charges"). Where a credit is owed to Customer, including where a True Up Charge by TVA actually results in a credit owed to USEC by TVA with respect to FCA charges previously paid by USEC, such credit shall be applied to the next invoice issued to Customer under this Agreement; provided, however, that the Parties shall work cooperatively to ensure that all credits given or anticipated to be given to Customer in connection with this Agreement

that have not been used by March 31, 2013, are fully applied in invoices issued under this Agreement in the last months of the term of the Agreement so as to avoid or minimize any outstanding credit owed by USEC to Customer at the end of the Agreement's term. Where there is an unused credit at the end of the Agreement's term, the Parties shall agree upon a means to compensate Customer, which may include the delivery of additional Material or the refund of monies paid.

(c) This Section 8.2 shall result in all amounts payable to TVA for FCA with respect to the power purchased by USEC to Enrich DU supplied by Customer being passed through to Customer, including any True-Up Charges.

8.3 Cylinder Charges. For each 30B filled cylinder Physically Delivered to Customer during the period of the invoice, Customer shall pay \$***** per cylinder and USEC shall provide cylinder manufacturing certification records for each cylinder supplied. The aforementioned charge and records requirement shall apply to both new and used cylinders supplied by USEC.

8.4 Sampling and Related Charges. Customer shall pay all costs of sampling and analyses by the independent laboratory in accordance with this Article 8 and also with the provisions of Appendix B, Paragraph 10 as well as the associated cost for long-term storage of samples, and the purchase of 1S or 2S cylinders for Official Samples, under Appendix B, Paragraph 10. Customer shall pay \$***** for each such 1S or 2S cylinder.

8.5 Terms of Payment.

(a) On June 5, 2012, USEC shall issue to Customer an invoice for the Article 5 SWU contained in Enriched DU Physically Delivered under Article 5 on or before June 5, 2012 and such invoice shall be paid by Customer to USEC within ***** and on June 20, 2012 USEC shall issue to Customer an invoice for the Article 5 SWU contained in Enriched DU Physically Delivered under Article 5 after June 5, 2012 but on or before June 20, 2012, and such invoice shall be paid by Customer to USEC within *****. Further, beginning on July 15, 2012, on the 15th day of every month, or the next Business Day thereafter, and the last Business Day of every month, USEC shall issue Customer an invoice for the Article 5 SWU contained in Enriched DU delivered under Article 5 and, if applicable, the Article 6 SWU contained in Enriched Product delivered under Article 6, since the previous USEC invoice, plus other expenses, fees or charges incurred during the period since the previous USEC invoice and payable to USEC and not yet invoiced. All such invoices shall be paid no later than ***** Business Days after the receipt of the invoice by Customer. Customer shall pay any invoice not covered by the preceding sentences of this Section 8.5(a) (including any invoice for late payment interest charges) not later than thirty (30) days after the receipt of such invoice.

(b) Customer shall pay USEC's invoices by wire transfer of immediately available funds in accordance with USEC's invoice instructions (and without deduction for any amounts owed by USEC with respect to goods and services not covered by the invoice or for any bank fees or any other charges) no later than the "Due Date" which shall be the date such invoice is due under Section 8.5(a).

(c) The interest rate on late invoices shall be a per annum rate equal to the Prime Rate in effect on the Due Date plus four (4) percentage points (400 basis points), such interest to be calculated from the day following the Due Date until the date of payment.

(d) For invoices that are due in ***** Business Days ("***** Invoice"), the invoice shall not be late, and no interest thereon shall be owed, if paid by the earlier of:

- (i) ***** after the Due Date of such invoice; or
- (ii) the date the next ***** Invoice is issued.

If, however, the invoice is not paid in full by the earlier of (i) or (ii) (other than amounts on the invoice that are disputed in good faith), the interest charges shall apply from the day after the original Due Date of such invoice.

(e) For invoices that are due in ***** , the invoice shall be paid by such ***** day, and if not paid by that date, interest shall apply on the amounts invoiced from the ***** day (i.e., the day after the Due Date of such invoice).

(f) In the event the Due Date does not fall on a Business Day, then payment shall be due as follows:

- (i) If the Due Date falls on a Saturday, payment shall be due on the preceding Business Day.
- (ii) If the Due Date falls on a Sunday, payment shall be due on the following Business Day.
- (iii) If the Due Date falls on a United States Legal Holiday (as defined in Section 1.6), payment shall be due on the preceding Business Day, unless such United States Legal Holiday falls on a Monday, in which case payment shall be due on the first Business Day following such United States Legal Holiday.

(g) All invoices submitted by USEC shall include documentation to support the charges invoiced, including documentation to demonstrate the quantity of cylinders delivered, the quantity of Enriched Product or Enriched DU they contain, and, in the case of charges for FCA, to verify that TVA is seeking the amount invoiced for such FCA charges. In addition, USEC shall use its commercially reasonable efforts to ensure that the invoice is accompanied by an independent laboratory analysis of a sample taken from the Enriched DU or Enriched Product in each 30B cylinder covered by the invoice, or from the parent cylinder from which that 30B cylinder has been or will be filled. The independent laboratory may be a U.S. or foreign laboratory. Customer shall bear the cost of such analysis except where USEC has secured such analysis at no additional cost to USEC. Recognizing that such independent laboratory analysis may not be available at the time of invoicing, Customer shall pay any invoice for Enriched DU or Enriched Product where the independent laboratory analysis is provided for at least 75% of the cylinders of Enriched DU or Enriched Product covered by the invoice. If analysis for less than 75% of the cylinders is provided, Customer shall pay only for those cylinders supported by such analysis and shall pay for the remaining cylinders when the analysis for those cylinders is provided. Nothing contained herein shall relieve USEC of its obligation to provide independent laboratory results on all Enriched DU or Enriched Product, even if such results are not received until after Enriched DU and Enriched Product is delivered.

(h) For purposes of invoicing for deliveries of Article 5 SWU contained in Enriched DU or Article 6 SWU contained in Enriched Product, a ***** tails Assay of ***** shall apply.

8.6 Surcharge for Rejected Cylinders. In addition to the payments above, Customer shall pay USEC a surcharge of \$3,000 for each cylinder in excess of thirty (30) cylinders rejected by USEC pursuant to Section 4.2(d) and not replaced within seven (7) Business Days except as a result of a Force Majeure under

Section 11.1(d).

8.7 Non-Payment of Invoices. Customer's failure to timely pay in full all undisputed amounts in two or more invoices by the date by which payment is due shall be considered a material breach of this Agreement for which USEC may pursue its remedies under applicable law. Further, without limiting any other remedies of USEC under this Agreement or applicable law, if, after demand for payment, all such invoices are not paid in full within five (5) days after the latest Due Date applicable to any of such invoices, USEC may terminate this Agreement by written notice to Customer effective as of a date set by USEC in the termination notice.

8 . 8 Failure to Issue an Invoice. Notwithstanding any other provision of this Agreement USEC's failure to issue an invoice in accordance with this Section shall not be deemed to be a waiver by USEC of its right to receive payment pursuant to this Agreement but Customer shall not be obligated to make such payment until an invoice therefor is issued by USEC to Customer.

ARTICLE 9 – TAXES AND OTHER GOVERNMENTAL IMPOSITIONS

(a) All prices, fees, and charges under this Agreement exclude all U.S. federal, state or local sales, use, excise, property or other taxes or governmental impositions, or payments in lieu of such taxes or impositions, including interest and penalties thereon (collectively, "Taxes") levied upon, or measured by, the value, the sale or the sale price of Material, SWU, depleted uranium resulting from the Enrichment of DU, cylinders supplied by or for Customer, or USEC services, all of which shall be borne or reimbursed by Customer without regard to any contrary definition of "F.O.B." under applicable law, custom or trade practice, and without regard to which Party may have responsibility under applicable laws and regulations to collect such Taxes.

(b) Each Party agrees that it will cooperate with, and take reasonable efforts requested by, the other Party, to lawfully minimize Taxes on or connected with any transaction under this Agreement and that it will not unreasonably withhold its consent when requested to produce, execute, or file any documents required to reduce, secure exemption from, obtain refund of, or eliminate Taxes of any kind whatsoever.

(c) Nothing herein shall require USEC to manage its inventories or modify its operations except as it deems appropriate in its sole discretion.

ARTICLE 10 – REPRESENTATIONS, WARRANTIES AND INDEMNIFICATIONS

10.1 USEC Representations. USEC represents to Customer as follows:

(a) This Agreement is a valid and binding obligation of USEC.

(b) USEC has, or will have at the time required, all necessary licenses and governmental approvals required to engage in the transactions contemplated by this Agreement.

(c) All Material furnished to Customer hereunder shall be delivered free and clear of all liens, pledges, encumbrances, security interests or title claims created by USEC, its agents or others acting on its behalf and to the maximum extent permitted by applicable law, USEC shall indemnify, hold harmless and, at Customer's option, defend Customer from any claim contrary to the representations in this Section 10.1(c).

10.2 Customer Representations. Customer represents to USEC as follows:

(a) This Agreement is a valid and binding obligation of Customer.

(b) Customer has, or will have at the time required, all necessary licenses and governmental approvals required to engage in the transactions contemplated by this Agreement.

(c) All Material to which Customer has title, including Depleted Uranium and Feed Material delivered by Customer and Enriched DU and Enriched Product in USEC's possession, shall, at all times while in USEC's possession or control, be free and clear of any lien, pledge, encumbrance, security interest or other claim that could impair USEC's exclusive use of such Material or impair USEC's ability to perform this Agreement and to the maximum extent permitted by applicable law, Customer shall indemnify, hold harmless and, at USEC's option, defend USEC from any claim contrary to the representations in this Section 10.2(c).

1 0 . 3 Customer Warranties. Customer warrants to USEC that DU delivered by Customer to USEC shall conform to Section 1.12 and to the quantity, Assay and Obligation Code provided herein.

10.4 USEC Warranties. USEC warrants to Customer that Enriched DU and Enriched Product delivered by USEC to Customer shall conform to the ASTM specification in Section 1.15 and to the quantity, Assay and Obligation Code provided herein. Replacement by USEC of Enriched DU or Enriched Product in accordance with the terms of this Agreement that fails to meet this warranty pursuant to Paragraph 14 of Appendix B shall be Customer's exclusive remedy for (a) any breach of this warranty by USEC; or (b) USEC's failure to deliver Enriched DU or Enriched Product in accordance with the terms of this Agreement.

1 0 . 5 Disclaimer. **THE PARTIES' EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT ARE EXCLUSIVE AND THE PARTIES MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION AND WARRANTY (A) OF MERCHANTABILITY; (B) OF FITNESS FOR ANY PARTICULAR PURPOSE; OR (C) THAT MATERIAL DELIVERED BY EACH PARTY WILL NOT RESULT IN INJURY OR DAMAGE WHEN USED FOR ANY PURPOSE.**

1 0 . 6 Recourse. Nothing in this Agreement shall be construed to create a right of recourse by USEC against DOE with respect to Customer's payment obligations hereunder.

ARTICLE 11 - FORCE MAJEURE

11.1 Excused Delays.

(a) A Party shall not be liable for any expense, loss or damage resulting from delay in, or prevention of, performance of its obligations under

this Agreement to the extent due to a cause (a “Force Majeure”) beyond the reasonable control of that Party (the “Affected Party”) including, but not limited to, fires, floods, explosions, earthquakes, hurricanes or other natural elements, acts of God, strikes, labor disputes, work stoppages or walkouts, acts of public enemies, war (declared or undeclared), show of force, revolution, insurrection or riots, civil commotion, sabotage, acts or threatened act of terrorism, transportation delays, perils of the sea, port congestion, drought, acts or failures to act of governmental authorities, third parties, or the other Party (irrespective of whether excused), epidemic, quarantine restrictions, embargos, or inability to secure labor, materials, equipment or utilities; provided, however, that strikes, labor disputes, work stoppages or walkouts resulting from a breach of USEC’s obligation to pay workers’ wages that USEC has not disputed shall not be considered a Force Majeure. In the event of any delay or prevention of performance arising by reason of a Force Majeure, the time for performance shall be extended by a period of time equal to the time lost by reason of such delay or prevention of performance. Notwithstanding the above, in no event shall a Force Majeure excuse either Party from the obligation to pay money when due under this Agreement, or require the Affected Party to settle any labor difficulty except as the Affected Party, in its sole discretion, determines appropriate.

(b) USEC shall not be obligated to meet its delivery obligations under this Agreement through sources other than Enriched DU produced from DU delivered by Customer and shall not be obligated to: (i) procure depleted uranium, natural uranium or enriched uranium from any source, including its own inventory; (ii) procure additional power; or (iii) operate the Facility beyond May 31, 2013. This does not limit USEC’s obligation to complete, and Customer’s obligations to take, deliveries of Enriched DU actually produced under this Agreement prior to May 31, 2013 even if USEC is not producing Enriched DU after that date.

(c) Given that the power supplied to the Facility during the term of this Agreement is primarily for performance of this Agreement and USEC does not generate power or supply power, any disruption in power supplied for any reason other than the failure by USEC to comply with the terms of its power purchase agreements with power suppliers and any equipment failures caused by such power disruption shall also be a Force Majeure.

(d) Given that Customer’s ability to deliver DU and Replacement DU under this Agreement is subject to and solely dependent on DOE’s performance under the DOE Agreement, any failure by Customer to deliver DU and Replacement DU shall be a Force Majeure; provided Customer has complied with the terms of the DOE Agreement and has not solicited or consented to DOE’s nonperformance of the DOE Agreement.

(e) To the extent that an Affected Party determines in good faith that a Force Majeure event (other than the event covered by Section 11.1(d) and Section 13.3) declared by the Affected Party could have an operational impact upon the Affected Party’s ability to perform this Agreement according to its terms, then the Affected Party shall notify the other Party of such impact, including the basis for its determination, and each Party may propose measures that would mitigate the impact. Without limiting the foregoing, such measures may include, but are not limited to, adjustment of quantities and schedules under this Agreement to permit full or partial performance thereof by the end of the term of this Agreement in a manner that the Parties determine to be economic. All mitigating measures proposed by a Party shall be subject to mutual agreement of the Parties. If USEC notifies Customer that it will cease Enrichment operations as the result of the Force Majeure, either Party may terminate this Agreement with notice to the other Party and the obligations of each Party shall be in accordance with Section 16.2.

(f) An inability to perform, or a delay in performance, caused or resulting from an equipment failure at the PGDP that is not due to a negligent failure to perform maintenance scheduled by USEC during the term of this Agreement, also shall be treated as a Force Majeure.

11.2 Notification. The Affected Party shall notify the other Party in writing of the Force Majeure for which excuse is claimed under Section 11.1 and the expected duration of the resultant delay within a reasonable period of time after it appears that the Force Majeure is likely to prevent or delay the performance of the Affected Party’s obligation under this Agreement, and the Affected Party shall keep the other Party informed of any material change in the facts set forth in the notice.

ARTICLE 12 – NUCLEAR LIABILITY

12.1 Required Indemnification and Coverage in the United States.

(a) Pursuant to Section 3107(f) of the USEC Privatization Act, the lease between USEC and DOE for the Facility includes a nuclear hazards indemnification agreement (“DOE Nuclear Hazards Indemnification Agreement”) entered into under Sections 170d of the Act. While Material delivered by either Party hereunder remains at the Facility and for so long as the DOE Nuclear Hazards Indemnification Agreement remains in effect, the Parties shall rely upon the DOE Nuclear Hazards Indemnification Agreement for protection against public liability (as defined in the Act) arising from a nuclear incident (as defined in the Act) involving such Material at the Facility.

(b) With respect to each facility (other than the Facility) in the United States at which Material delivered to Customer under this Agreement is to be used or stored, Customer, without expense to USEC, shall, so long as such Material remains in residence at or is in transit to or from such plant or facility:

(i) if the facility is operated by DOE or its contractor, ensure that such facility is subject to an agreement of indemnification under Section 170d. of the Act, and that USEC is a “person indemnified” (as defined in Section 11t of the Act) under such agreement of indemnification; or

(ii) obtain and, except as provided in Section 12.4, maintain in effect an agreement of indemnification contemplated by Section 170 of the Act, and nuclear liability insurance, or other financial protection, in such form and in such amount as will meet the financial protection requirements of the Nuclear Regulatory Commission (“NRC”) pursuant to Section 170 of the Act; or

(iii) if there is no agreement of indemnification under Section 170 or Section 170d of the Act covering Nuclear Incidents at such facility (such as a fabricator’s plant or facility) and during any portion of the transportation of the Material to or from such plant or facility, ensure that nuclear liability insurance is obtained and maintained in effect that provides for at least \$100,000,000 per occurrence for property damage and bodily injury arising from a nuclear incident as defined in the Act that is not subject to an indemnification agreement under Section 170 of the Act and USEC is included within the scope of the insured parties under such nuclear liability insurance to the extent permitted by applicable law or the applicable insurance policy.

12.2 A “Nuclear Incident” means:

(a) with respect to the application of U.S. law, the term “nuclear incident” as defined in the Act; and

(b) with respect to the application of the law of any country other than the United States, the term “nuclear incident” as defined in the law or treaty applicable to the place where the incident occurred, or if no such law or treaty applies, the definition in the Paris Convention on Third Party Liability

in the Field of Nuclear Energy of 29 July 1960.

12.3 Substitute Financial Protection.

(a) For purposes of this Section 12.3, USEC shall be the “Responsible Party” with respect to Section 12.1(a) and the “Protected Party” with respect to Section 12.1(b); and Customer shall be the “Protected Party” with respect to Section 12.1(a) and the “Responsible Party” with respect to Section 12.1(b).

(b) If the nuclear liability protection system provided by the Act is repealed, materially decreased in coverage, modified or expires, the Responsible Party shall, without expense to the Protected Party, use its reasonable efforts to obtain and maintain in effect substitute liability protection in order to avoid a material impairment of the protection afforded the Protected Party and its employees and suppliers prior to such repeal, decrease in coverage, modification or expiration under that portion of Section 12.1 for which it is the Protected Party. Such substitute protection may include, at the Responsible Party’s option, (i) government indemnity or limitation of liability; or (ii) commercial liability insurance. The Protected Party may suspend its obligations under this Agreement for up to 180 days in order to permit the Responsible Party to implement substitute protection. Additionally, at the end of such suspension period, the Protected Party may terminate this Agreement, in whole or in part, without liability to the Responsible Party if the Protected Party, in its sole discretion, determines that the actions taken by the Responsible Party pursuant to this Section 12.3(b) are not sufficient to avoid such a material impairment of the protection afforded to the Protected Party. The Protected Party shall lose its termination right if, after suspending its obligations hereunder, the Protected Party takes delivery of Enriched DU or Enriched Product (if the Protected Party is Customer) or delivers Enriched DU or Enriched Product (if the Protected Party is USEC). Any suspension by a Party shall be subject to prior agreement on terms for payment of any power purchase agreement entered into by USEC that ensure that the financial burden or expense for USEC under such agreements will not prevent resumption of performance if and when the suspension is lifted, and termination shall be subject to mutually agreed terms to protect USEC from bearing continuing payment obligations for power after termination.

12.4 Insurance. Any insurance required under this Article 12 shall either include USEC and its suppliers as a named insured or include a waiver of all rights of recourse and subrogation by the insured and insurer against USEC and its suppliers.

12.5 Required Assurances for Transfer of Material. Prior to the export of any Material delivered to Customer under this Agreement, or the transfer by Customer to another person of any interest in Material, Customer shall provide USEC with written assurances, in a mutually acceptable form, that the limitation of, and protection against, liability following the proposed transfer will be at least equivalent to that afforded the Parties, their employees and suppliers under the provisions of this Agreement. This Section 12.5 shall not apply to transfers solely incident to mortgages or other documents creating liens or security interests in effect as of the Effective Date (including liens or security interests arising after the Effective Date under such mortgages or other documents). The provisions of this Section 12.5 shall also not limit Customer’s right to dispose of spent nuclear fuel containing Material in accordance with applicable legal requirements after such fuel is finally discharged from its reactor(s).

12.6 Property Damage Waiver. Notwithstanding any other provision in this Agreement, in no event shall a Party (the “Supplying Party”) or its suppliers be liable to the other Party for loss, damage or loss of use, of any property resulting from a Nuclear Incident involving Material delivered by the Supplying Party hereunder, and the other Party shall use its commercially reasonable efforts to obtain a waiver of such liability running in favor of the Supplying Party and its suppliers, from any person or entity to which the other Party may give an interest in, or the right to possess, such Material. The waiver provided under this Section 12.6 shall apply to the maximum extent permitted by law and without regard to the fault or negligence of either Party.

12.7 Definition of Material. For purposes of this Article, “Material” shall be deemed to include Material delivered to a Party, any cylinders or storage or transportation equipment provided by either Party in connection with such a delivery, nuclear fuel or other products fabricated from, or containing, the Material delivered to Customer, and the services provided by USEC in connection with Material delivered hereunder.

12.8 Suppliers. References in this Article to suppliers of USEC shall be deemed to include any vendor, contractor, subcontractor or other entity, regardless of tier, who supplies equipment, services, material, information or financing to USEC in conjunction with the Material.

ARTICLE 13 – OTHER LIABILITY

13.1 Limitation of Liability.

(a) Neither Party shall be liable to the other Party for any incidental, consequential, special, exemplary, penal, indirect or punitive damages of any nature arising out of or relating to the performance, non-performance, or breach of this Agreement including, but not limited to, replacement power costs, loss of revenue, loss of business opportunities, loss of anticipated profits or loss of use of, or damage to, plant or other property; provided, however, that fees, expenses, penalties or other charges incurred by a Party that are expressly due and owing or reimbursable hereunder by the other Party shall not be considered “damages” for purposes of this Section 13.1(a).

(b) The maximum aggregate liability of either Party to the other Party for any and all claims arising out of or relating to the performance, non-performance, or breach of this Agreement (including, without limitation, claims under Appendix B), whether based upon contract, tort (regardless of degree of fault or negligence), strict liability, warranty, or otherwise, shall in no event exceed \$20,000,000. This Section 13.1(b) shall not limit the liability of a Party (the “Liable Party”) to the other Party (i) to replace Material for which the Liable Party bears the risk of loss under this Agreement, which shall be capped at the value of the Material at issue at the time of loss, (ii) for any failure of the Liable Party to comply with its obligations under Article 12; (iii) for amounts due for Article 5 SWU and the Article 6 SWU delivered (or to be delivered by USEC pursuant to Section 16.2 in the event of a termination or expiration of this Agreement) (including associated packaging and handling charges) hereunder; or (iv) to pay any fee, expense or charge that is specifically payable by the Liable Party under this Article or Articles 4, 5, 6, 8, 9 or 16 or Appendix B of this Agreement.

(c) All claims that a Party (the “Claiming Party”) may have against the other Party, whether based upon contract, tort (regardless of degree of fault or negligence), strict liability, warranty, or otherwise, for any losses or damages arising out of, connected with, or resulting from the performance, non-performance or breach of this Agreement shall be limited to specifically identified written claims submitted by the Claiming Party to the other Party prior to the expiration of one (1) year after the Claiming Party knows or should have known of the occurrence of the event or the first of a series of events which gives rise to the claim; provided, however, that this one (1) year limit shall neither (i) bar any counterclaim, setoff or similar cause of action asserted subsequent to the expiration of such one (1) year limit in response to any written claim submitted prior thereto; nor (ii) be construed as extending or waiving any shorter statute of limitations applicable to any claim, counterclaim, or setoff.

(d) Nothing in this Agreement shall be interpreted to limit the rights, obligations or liability of either Party under Article 12.

13.2 Remedies Regarding Payments. Without limiting Customer's obligation to pay interest on late payments, the Parties agree that interest payments are not an adequate remedy for a failure by Customer to make timely payment to USEC for deliveries of Article 5 SWU contained in Enriched DU or Article 6 SWU contained in Enriched Product, and that USEC may pursue any other remedies available under this Agreement or applicable law to assure Customer's timely performance.

13.3 Remedies Regarding Deliveries of DU or Interruptions of Power.

(a) The Parties recognize that Customer's delivery of DU to USEC under this Agreement assumes timely performance of the DOE Agreement and USEC's Enrichment of DU and delivery of Enriched DU and Enriched Product under this Agreement assumes timely delivery to USEC of both DU from Customer and power from TVA.

(b) If due to a Force Majeure under Section 11.1(d), Customer determines that it cannot deliver all the DU (including Replacement DU, where applicable) that Customer is required to deliver under Section 4.1 (or Section 4.3 in the case of Replacement DU), by the date required in Section 4.1(b) (or Section 4.3(b) in the case of Replacement DU), Customer shall notify USEC of such Force Majeure pursuant to Section 11.2 and shall afford USEC the opportunity to propose measures that would mitigate the impact of such Force Majeure so as to permit the Agreement to be performed to the maximum extent practical.

(c) If:

(i) either (A) for any reason whether or not excused under Article 11 (other than a Force Majeure under Section 11.1(d)), or a termination under Section 3.2, Customer does not deliver all the DU (including Replacement DU, where applicable) that Customer is required to deliver under Section 4.1 (or Section 4.3 in the case of Replacement DU), by the date required in Section 4.1(b) (or Section 4.3(a) in the case of Replacement DU); or (B) any of the power to be supplied to USEC for performance of this Agreement is interrupted or curtailed by TVA, through no fault of USEC; and

(ii) USEC determines in good faith that the failure to make timely delivery of DU or the interruption of power supplied to USEC, as the case may be, could have an operational impact upon USEC's ability to perform this Agreement according to its terms (including the monthly schedules agreed by the Parties),

then USEC shall notify Customer of such impact, including the basis for its determination, and may propose measures that would mitigate the impact of such failure. Without limiting the foregoing, such measures may include, but are not limited to, adjustment of quantities and schedules under this Agreement to permit full or partial performance thereof by the end of the term of this Agreement in a manner that USEC proposes would be economic.

(d) All mitigating measures proposed by USEC under this Section 13.3 shall be subject to mutual agreement of the Parties, but if the Parties have not agreed on mitigating measures within seven (7) Business Days after notice is given under Section 13.3(b) or Section 13.3(c), as applicable, then:

(i) In the case of a determination by Customer under Section 13.3(b), each Party shall have the option, at its sole discretion, to terminate this Agreement and Enrichment of DU under this Agreement as of a date specified by the terminating Party; provided, that, in selecting a termination date, Customer shall select a termination date that shall permit USEC to complete, prior to such termination date, Enrichment and delivery of all Enriched DU that USEC can produce with the DU already delivered to USEC as of the date of the notice of Force Majeure; and

(ii) In the case of a determination by USEC under Section 13.3(c), USEC shall have the option, at its sole discretion, to either (1) terminate this Agreement and Enrichment of DU under this Agreement as of a date specified by USEC or (2) reduce the scope or term of this Agreement so that Customer receives a reduced amount of Article 5 SWU and Article 6 SWU but at the same unit prices set forth in Section 8.1 of this Agreement. USEC shall exercise this option by giving written notice to Customer, and in the case of a termination of this Agreement, such notice shall indicate the date on which such termination shall take effect.

If both USEC and Customer elect to terminate this Agreement under Section 13.3(d)(i), the effective date of termination shall be determined by mutual agreement, but in no event shall it be outside the period bounded by the dates selected by the Parties.

(e) In the event USEC terminates this Agreement and further Enrichment of DU under Section 13.3(c)(i) due to Customer's material breach of its obligation to deliver all required DU, Customer shall pay USEC a termination fee as follows:

- (i) \$20 million if, at the time deliveries of DU cease, USEC has on hand at the PGDP less than 75 unemptied filled cylinders of DU;
- (ii) \$10 million, if at the time deliveries of DU cease, USEC has on hand at the PGDP at least 75, but less than 150, unemptied filled cylinders of DU; and
- (iii) zero, if at the time deliveries of DU cease, USEC has on hand at the PGDP at least 150 unemptied filled cylinders of DU.

In no event, however, shall such termination fee, when added to the amounts paid or to be paid to USEC for Article 5 SWU and Article 6 SWU delivered prior to the effective date of termination, exceed the Total Program Price. Payment by Customer of the termination charges under this Section 13.3 (e), plus payment for Article 5 SWU and Article 6 SWU delivered prior to the effective date of termination (or after termination to the extent permitted pursuant to Section 16.2) and amounts owed pursuant to Section 16.2, shall represent full satisfaction of all charges owing to USEC hereunder.

(f) Determinations by Customer under Section 13.3(b) and by USEC under Section 13.3(c), and any failure to agree by either Party under Section 13.3(d), shall not be subject to dispute.

(g) The availability of the remedies in this Section 13.3 does not limit either Party's ability to invoke its right to excuse performance under Article 11.

13.4 Failure to Take Delivery by December 31, 2013. If Customer fails to take Physical Delivery of all Enriched DU and/or Enriched Product in storage at USEC, as well as all cylinders containing Rejected DU and any unused filled cylinders of DU, and DOE fails to take Physical Delivery of all Residual Tails in storage at USEC and all cylinders of DU in storage at USEC (collectively, the "Stored Items") by December 31, 2013, Customer shall pay a storage fee thereafter in accordance with the USEC Service Charges in Appendix E until such time as USEC determines that it will de-lease the Facility. USEC's

decision to de-lease the Facility shall remain in USEC's sole discretion and shall be made based on its own operational and financial interests and without regard to any obligations to provide storage of the Stored Items. If USEC notifies DOE of its decision to de-lease the portion of the Facility on which the Stored Items are located, Customer shall within sixty (60) days prior to the proposed date of de-lease take Physical Delivery of the Stored Items or agree with DOE on terms for the continued storage by DOE of the Stored Items after the Facility is de-leased so that USEC may relinquish control of the Stored Items to DOE on its proposed date of de-lease. If, for any reason, (a) Customer fails to comply with the preceding sentence or (b) USEC is unable to de-lease on the date it proposed to DOE due, in whole or in part, to the continued presence of the Stored Items on the facilities, USEC shall, at its sole option:

(i) at Customer's expense, remove the Stored Items to another facility licensed to accept and store the Stored Items there; or

(ii) continue to lease and operate the Facility to the extent necessary to store the Stored Items for Customer and Customer shall pay 100% of USEC's direct and indirect costs of maintaining its lease of the portion of the Facility where the Stored Items are located from the date of the proposed de-lease until the actual de-lease of such portion of the Facility by USEC.

Notwithstanding the foregoing, if USEC determines, at its sole option, that the cylinders containing the Residual Tails shall remain at the PGDP for some period of time beyond December 31, 2013, the storage fees described herein shall not apply during this additional time period.

13.5 Effect of Delivery. Upon completion of a Physical Delivery of Material (including, but not limited to Enriched DU and Enriched Product) to Customer, USEC shall have no responsibility for damages or other claims arising from such Material, Enriched DU or Enriched Product. The foregoing shall not limit Customer's rights with respect to rejection of Enriched DU or Enriched Product prior to Acceptance (as defined in Appendix B), the check weighing procedure in Appendix B prior to Acceptance, the terms provided in Paragraphs 15 and 16 of Appendix B with respect to resolution of disputes regarding rejected Enriched DU or Enriched Product and in Paragraph 16 of Appendix B with respect to the resolution of disputes regarding the weight of Enriched DU or Enriched Product.

13.6 No Effect on Indemnification Agreements under the Act. Nothing contained in this Agreement shall deprive USEC or Customer of any rights under indemnification agreements entered into pursuant to the Act.

13.7 Scope of Protection. The provisions of this Article and of the other Articles of this Agreement that provide for limitation or protection against liability of, or indemnification of, or a waiver of claims against, a Party shall (a) also protect such Party's employees and agents, and, to the extent they are acting on behalf of such Party, such Party's affiliates, contractors, subcontractors, suppliers and vendors of every tier; (b) apply regardless of fault or negligence to the full extent permitted by law; and (c) survive termination of this Agreement, as well as the fulfillment of the obligations of the Parties hereunder.

ARTICLE 14 – GOVERNMENTAL AUTHORIZATIONS AND REQUIREMENTS

Each Party shall (a) obtain (or cause its agents to obtain) all permits, licenses or approvals required for performance of its obligations under this Agreement, including any special nuclear material licenses and those required for the possession, storage and/or transportation by it of Material; and (b) comply with all applicable treaties, conventions and similar international agreements to which the United States is a party.

ARTICLE 15 – ENTIRE AGREEMENT; TERMINATION OF PRIOR AGREEMENTS

The terms and conditions set forth herein are intended by Customer and USEC to constitute the final, complete and exclusive statement of their agreement, and all prior proposals, communications, negotiations, understandings, representations, contracts and agreements (the "Prior Agreements"), whether oral or written, relating to the subject matter of this Agreement (but without regard to whether the term of this Agreement is equivalent to the term of any such Prior Agreement), are hereby terminated and superseded and the Parties hereby mutually release each other from any claim, liability or obligation under or arising from such Prior Agreements. Except as otherwise stated in this Agreement, such termination or release shall not affect any obligation of Customer to pay for Material delivered or services furnished to Customer under a Prior Agreement for which Customer has not previously paid, nor shall such termination or release affect any limitation of liability, or confidentiality obligation, of either Party under any Prior Agreement. Customer expressly waives any claim it may have against USEC with respect to the propriety of prices charged for Enrichment or services furnished under any Prior Agreement.

ARTICLE 16 – TERMINATION

16.1 Right to Terminate. In addition to any other rights it may have under this Agreement, and subject to applicable law, a Party shall have the right, at no fee or liability to such Party, to terminate this Agreement in whole or in part, by written notice to the other Party, in the event the other Party enters into any voluntary or involuntary receivership, bankruptcy or insolvency proceeding, with the exception of reorganization under Chapter 11 of the Federal Bankruptcy Act; provided, however, that in the case of an involuntary proceeding, the right to terminate shall arise only if the proceeding has not been dismissed within sixty (60) days of the initiation thereof.

16.2 Obligations upon Termination or Expiration. USEC shall not be required to Enrich or deliver Enriched DU under Article 5 or Enriched Product under Article 6 on or after the effective date of any termination or expiration of this Agreement, but may complete the Enrichment of any DU previously supplied to USEC and fed into the Cascade prior to the effective date of termination or expiration (as well as Enrichment of any additional amounts of DU permitted by the next sentence of this Section 16.2). USEC shall not continue to feed DU into the Cascade after the effective date of termination or expiration of this Agreement except to the extent necessary to produce Material to replace Material that USEC delivered from its inventory to Customer prior to the effective date of termination or expiration. Customer shall pay USEC for SWU, Enrichment, FCA, FCA True-Up, Loan Charges, Late Feed Fee or services (as listed in USEC's standard service charges list) furnished in connection with deliveries of Enriched DU and/or Enriched Product in accordance with the terms of this Agreement (which, in the case of a termination under Section 3.2(c)(iii)(A), shall be subject to the limitation on deliveries stated therein) completed before such date or commenced before such date using DU previously supplied to USEC and subsequently completed and shall repay all outstanding Feed Material loans under Article 6. Customer shall also pay for ongoing services (e.g., storage services), and for any services required to return Material to Customer pursuant to Section 16.3. USEC shall pay Customer all amounts of FCA previously paid to USEC that cannot, due to termination, be properly associated with enrichment of product delivered to Customer. Notwithstanding termination or expiration of this Agreement, USEC shall pay Customer any amounts of FCA True-Up overpaid by Customer and properly associated with power used for Enrichment of DU delivered by Customer.

16.3 Return of Material. Upon termination or expiration of this Agreement, the Parties shall agree upon a schedule for the delivery to Customer of any Stored Items (as defined in Section 13.4) still in USEC's possession on the effective date of such termination or expiration (which delivery shall be completed no later than December 31, 2013). Nothing herein shall require USEC to continue to lease the Facility for any longer than it determines is in its own operational and financial interest, in order to keep or protect such Stored Items for Customer.

ARTICLE 17 – ASSIGNMENT AND TRANSFER OF INTEREST

17.1 General. Except as provided in this Article 17, this Agreement shall not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any purported assignment that does not comply with the terms of Sections 17.1 and 17.2 shall be void *ab initio*. As used in this Article 17, the terms “assign” or “assignment,” in reference to this Agreement, shall include any transfer, sale, pledge, encumbrance or assignment of this Agreement or any rights or obligations hereunder.

17.2 Permitted Assignments.

(a) Neither Party’s consent shall be required for an assignment of the right to receive any payment owed to the assigning Party hereunder, or any further assignment thereof; provided that the assignee receives no greater rights under this Agreement than the assignor.

(b) Neither Party’s consent shall be required for an assignment (in whole or in part) to an affiliate or entity that succeeds to substantially all of the assets or business of the assigning Party; provided that (i) the assignor notifies the non-assigning Party in writing that this Agreement has been assigned; (ii) the assignee notifies the non-assigning Party in writing that it agrees to be bound by this Agreement; (iii) the assignee’s rights and obligations hereunder shall be subject to any defenses or claims of the non-assigning Party under this Agreement; (iv) the assignment does not reduce the amount of SWU purchased from USEC under this Agreement; and (v) the assigning Party shall not be released from its obligations under this Agreement. For purposes of this Section 17.2, “affiliate” of a Party means an entity that, through one or more intermediaries, controls, is controlled by, or is under common control with, such Party. Assignments solely for financing purposes of the right to receive, or take title to, Enriched DU or Enriched Product is not subject to this Section 17.2(b).

(c) Any assignment to an affiliate, successor or other person or entity permitted under this Section 17.2 shall include the right for that permitted assignee to further assign the Agreement, and all rights and obligations received by such permitted assignee as a result of a permitted assignment, to an affiliate or successor under Section 17.2(b).

(d) Neither the disposition of a Party’s stock by merger or otherwise shall be construed as an assignment or otherwise require consent of the other Party.

17.3 Successors. Subject to Sections 17.1 and 17.2, this Agreement shall be binding upon and shall inure to the benefit of the legal representatives, successors and permitted assigns of the Parties hereto. Any person or entity that succeeds to all of the rights and obligations of a Party under this Agreement, whether by operation of law or by permitted assignment and assumption of all such rights and obligations, shall replace such Party for all purposes hereunder, and all references herein to such Party shall thereafter be deemed to refer to such successor.

17.4 Transfer of Interest. Customer’s purchase obligations under this Agreement shall not be affected by any transfer of Customer’s interests in or operating licenses for its reactor.

ARTICLE 18 – CONFIDENTIALITY

18.1 Business Proprietary Information.

(a) USEC and Customer shall treat this Agreement, its terms and conditions, and appendices, including all modifications, and all related communications as “Business Proprietary Information.”

(b) Except as provided in Section 18.1(c) or as required by law, a Party shall not disclose any part of such Business Proprietary Information to any other person or entity other than officers, directors, or employees of a Party, and accountants and legal counsel acting on behalf of such Party, (provided such accountants and legal counsel have agreed in writing to maintain such Business Proprietary Information in confidence or are otherwise subject to an obligation of confidentiality that will provide at least the level of protection afforded by this Article 18), without the prior written consent of an authorized representative of the other Party (which consent shall not be unreasonably withheld), except as such disclosure may be required (i) by court order, subpoena, or other appropriate governmental authority; (ii) to fulfill obligations under this Agreement (including communications by either Party with fabricators, contractors, transporters or others concerning matters necessary to effect a delivery of, or payment for, Material) or obligations under a Party’s agreements with financial institutions; (iii) to secure or maintain financing (including guarantees) for the Parties, their affiliates, or to implement Article 17; or (iv) to enforce either Party’s rights hereunder. In all cases under this Section 18.1(b), the disclosing Party shall take reasonable precautions to protect the confidentiality of the disclosed Business Proprietary Information. Further, if disclosure of Business Proprietary Information is required under item (i) above, the disclosing Party shall promptly notify the other Party of the requirement, and shall take such further measures as necessary to minimize or oppose the disclosure, if requested by the other Party.

(c) The fact that the Parties have entered into this Agreement and the term of this Agreement shall not be treated as Business Proprietary Information. Further, the Parties recognize that USEC shall be required to disclose this Agreement in its public filings with the Securities and Exchange Commission and that, while USEC will seek to protect from disclosure provisions of the Agreement where disclosure could cause competitive harm to USEC, the SEC may not permit USEC to withhold disclosure of all provisions requested by USEC. The Parties agree that those provisions of the Agreement that USEC determines it is permitted to withhold from disclosure shall be maintained in confidence as Business Proprietary Information, and those provisions of the Agreement that USEC determines it must disclose in its SEC filings shall be considered public information that is not subject to protection under Section 18.1(b) or the Confidentiality Agreement between Customer, USEC, Bonneville Power Administration and TVA. For purposes of this Section 18.1(c), the “Agreement” shall include any future amendment, modification or supplement of the Agreement, or other documents or information related to the Agreement, that USEC determines must be disclosed in its SEC filings.

(d) The Parties recognize that Customer may receive a request for Business Proprietary Information pursuant to the Washington State Public Records Act. To the extent Customer receives such a request, Customer shall provide USEC with timely written notice of such request, and its intent to disclose the Business Proprietary Information. Customer and USEC shall cooperate with each other to prevent the public disclosure of Business Proprietary Information to minimize the effect of such disclosure, to the extent legally allowed. However, if it is determined by Customer’s legal counsel that a disclosure is legally required in response to a public request, then Customer shall promptly notify USEC and Customer may choose to approve the release of the Business Proprietary Information, negotiate protection for the Business Proprietary Information or seek injunctive or other relief, at its sole expense, to prevent disclosure of the Business Proprietary Information proposed to be released.

(e) Customer is authorized and may provide a copy of this Agreement to DOE which shall be marked as “Business Proprietary Information to DOE/United States Enrichment Corporation and Energy Northwest request that this document not be released to persons outside the U.S. Government.”

18.2 Applicability. The provisions of this Article are applicable to all officers, directors, employees, and agents of each Party. Each Party shall be responsible for ensuring the compliance with the terms hereof by all such officers, directors, employees, and agents.

ARTICLE 19 – DISPUTE RESOLUTION

19.1 Disputes.

(a) Except for disputes and disagreements that may be resolved under Section 4.3 and under the provisions of Paragraphs 15 and 16 of Appendix B (which procedures shall, to the fullest extent possible, be the sole means of resolving such disputes and disagreements), this Article 19 shall provide the exclusive means of resolving any other dispute, claim, controversy or failure to agree arising out of, relating to, or connected with this Agreement or the breach, termination, or validity thereof (a “Dispute”).

(b) Either Party may invoke the provisions of this Article by giving written notice thereof to the other Party with a detailed description of the matters involved in the Dispute. The Parties shall attempt to resolve such Dispute through good faith negotiations, including one or more meetings between senior executive representatives of the Parties, during the thirty (30) days following such notice. The thirty (30) day period for negotiation may be shortened or lengthened by mutual agreement. The failure to conduct such negotiations for any reason shall not bar the referral of the Dispute to arbitration pursuant to the remaining provisions of this Article.

(c) If, as a result of the resolution of such dispute, it is determined that Customer failed to pay USEC any amount that was owed (“Underpayment”) or paid USEC any amount that was not owed (“Overpayment”), then an appropriate payment adjustment shall be made within thirty (30) days of final resolution of such dispute. At the same time as such payment adjustment is made, interest shall be paid on any Underpayment from the date that such Underpayment was originally due or, as the case may be, from the date such Overpayment was originally due, to the date of the adjustment payment, using a daily interest rate based upon the annual interest rate used for calculating late payment charges under Section 8.5.

19.2 Arbitration Rules. If the Parties have not resolved such Dispute within the aforesaid thirty (30) day period, either Party may submit the Dispute to final and binding arbitration. Arbitration shall be governed by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules (the “Rules”), as modified by this Article 19, and by the United States Arbitration Act, 9 U.S.C. §§ 1 et seq. (the “Arbitration Act”). The Parties agree that time is of the essence in resolving any Dispute arising under this Article and the Parties agree to use any practice or procedure available pursuant to the Rules providing for the swiftest resolution available; provided, however, to the extent the arbitrator permits pre-hearing discovery, the arbitrator shall be guided by a conservative interpretation of the Federal Rules of Civil Procedure and, in particular, the limitations imposed on discovery as provided in those rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof in accordance with Section 19.4 below. The place of the arbitration shall be New York, New York. There shall be a single arbitrator selected in accordance with the Rules. The Parties shall select an arbitrator who has experience in complex commercial matters involving the application of New York law.

19.3 Hearings and Award. All hearings shall be held, if possible, within ninety (90) days following the appointment of the arbitrator. At a time designated by the arbitrator, each Party shall simultaneously submit to the arbitrator and exchange with each other its final proposed award; provided, however, that in no event shall the arbitrator award any damages prohibited under Article 13 hereof, or make any award that is otherwise inconsistent with the terms and conditions of this Agreement or exceeds the dollar caps on liability imposed hereunder. Unless the arbitrator determines that extraordinary circumstances require additional time or both Parties jointly request an extension in writing, the arbitrator shall issue the final and binding award, which shall not be subject to appeal, no later than thirty (30) days after completion of the hearings, and judgment on any award may be entered in any court having jurisdiction thereof. Nothing herein shall limit the rights of either Party under the Arbitration Act.

19.4 Jurisdiction and Venue. To the extent that the Parties are permitted under this Article 19 or the Rules to pursue a judicial remedy, each Party consents and submits to (and waives any objection to) the personal and subject matter jurisdiction of and venue in the federal courts located in New York, New York (or, in case the federal court does not have jurisdiction, the state courts located in New York, New York). Such jurisdiction and venue shall be exclusive except as to an action brought solely for the purpose of enforcing an order of a New York federal or state court obtained pursuant to the preceding sentence, or enforcing an award of the arbitrator. Each Party consents to service of the notice of arbitration, and any other paper in the arbitration or in any proceeding brought pursuant to this Agreement, by registered mail or personal delivery at its address specified in Article 20.

19.5 Confidentiality. The fact that either Party has invoked the provisions of this Article 19, the arbitration proceedings and related communications or disclosures, and the decision of the arbitrator, shall all be considered Business Proprietary Information under Article 18, and the Parties shall ensure that the arbitrator agrees not to make disclosure of any Business Proprietary Information that would not be permitted to be disclosed by a Party under the terms of Article 18.

19.6 Binding upon Successors. This agreement to arbitrate and any award made hereunder shall be binding upon the successors and assigns and any trustee or receiver of each Party.

19.7 Effect of Arbitration on Performance. The fact that either Party has invoked the provisions of this Article 19 shall not relieve either Party of any obligations it may otherwise have to continue performance in accordance with the provisions of the Agreement.

19.8 Waiver. To the extent either Party has or hereafter may acquire any immunity (including sovereign immunity) from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, such Party hereby irrevocably waives such immunity in respect of its obligations and liabilities under, or in connection with, this Agreement.

19.9 Fees. Each Party shall pay its own fees and charges of arbitration, including the fees for its legal representation and assistance and costs of any experts or other witnesses utilized by such Party, and shall share equally the common fees and charges for the arbitration, including any fees of the arbitrator.

ARTICLE 20 – NOTICES AND ADDRESSES

20.1 Notices.

(a) Any notice, request, demand, claim or other communication related to this Agreement must be in writing and delivered by hand, registered mail (return receipt requested), overnight courier, sent in .pdf format by electronic mail, or transmitted by facsimile. Any notice given by electronic mail or facsimile shall only be effective if a confirming copy is promptly delivered to the other Party by one of the other foregoing methods (or by first class mail) at the following addresses and numbers:

Customer:

Energy Northwest
Fuel Procurement Program Manager
Mail Drop PE10
P.O. Box 968
Richland, Washington 99352-0968
Email: smpraetorius@energy-northwest.com
Facsimile No: (509) 377-4303

USEC:

United States Enrichment Corporation
6903 Rockledge Drive, Suite 400
Bethesda, Maryland 20817
ATTENTION: Vice President, Sales, Marketing and Power
Facsimile No: (301) 564-3207
Email: donelsonj@usec.com

Either Party may change its address, email address, or facsimile number for receiving notices by giving written notice of such change to the other Party no later than ten (10) Business Days prior thereto.

(b) All notices, requests, demands, claims and other communications hereunder shall be deemed given upon actual receipt thereof.

20.2 **Designated Facilities.** The Facility shall be the delivery point for all Physical Deliveries of cylinders and Material.

ARTICLE 21 – GENERAL

21.1 **Reports and Documentation.** During the term of this Agreement, USEC shall periodically provide Customer with reports which summarize deliveries hereunder and the amounts credited to the DU Account, and transactions regarding such accounts made on Customer's behalf pursuant to this Agreement.

21.2 **Governing Law.** The validity, performance, and all matters relating to interpretation and effect of this Agreement and any amendment hereto shall be governed by the laws of the State of New York, including Articles 1 and 2 of New York's Uniform Commercial Code, except to the extent superseded by federal law; provided, however, that, in the event the Parties' choice of New York law is deemed ineffective by a court or arbitrator, Maryland law, including Maryland Commercial Law Titles 1 and 2, shall apply in place of New York law.

Notwithstanding the foregoing, in the event Customer receives a request for Business Proprietary Information pursuant to the Washington Public Records Act, Washington law shall govern such request and corresponding response to the request, including any request for redaction or confidential treatment required to comply with Article 18. Any action under the Washington State Public Records Act shall be brought in the appropriate venue in accordance with Washington law.

21.3 **Captions and Headings of No Effect.** The captions and headings in this Agreement are inserted for convenience only and shall not affect the interpretation or construction of this Agreement or any provision hereof.

21.4 **Invalid or Unenforceable Provisions.** If any provision of this Agreement is or becomes invalid or unenforceable, the remainder of this Agreement shall not be affected. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, only as to such jurisdiction, be ineffective only to the extent of the prohibition or unenforceability. The Parties shall cooperate to negotiate mutually acceptable terms to replace any invalid or unenforceable provision.

21.5 **No Waiver.** The failure of either Party to enforce any of the provisions of this Agreement, or to require at any time strict performance by the other Party of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part hereof, or the right of such Party thereafter to enforce each and every such provision.

21.6 **Contractors.**

(a) USEC may fulfill its obligations under this Agreement through one or more contractors. No such contractor and/or subcontractor is authorized to modify the terms of this Agreement, waive any requirement hereof, or settle any claim or dispute arising hereunder.

(b) References in this Agreement to the liability of a Party for its negligence or intentional acts shall be deemed to include the negligence or intentional acts or omissions of the Party's contractors, subcontractors, employees or agents if, under applicable law, the Party would be vicariously liable for such acts or omissions.

21.7 **Survival.** This Article and the provisions relating to definitions, title and risk of loss and obligation codes, prices and terms of payment, taxes, Parties' representations, liability (including nuclear liability), government authorizations, termination or suspension provisions, confidentiality, dispute resolution (including governing law, interpretation, agents, no third party beneficiaries), and notice provisions shall survive termination or expiration of this Agreement.

21.8 **Amendment.** No modification or amendment of this Agreement shall be effective unless it is in writing and signed by both Parties.

21.9 **No Third Party Beneficiaries.** With the exceptions of Sections 12.8 and 13.7, nothing in this Agreement shall be interpreted as creating any right of enforcement of any provision herein by any person or entity that is not a Party to this Agreement.

21.10 Consent to be Reasonably Given. Where a Party must give its consent under this Agreement, such consent may not be unreasonably withheld or delayed unless the Agreement provides that such consent is at the sole discretion of such Party.

21.11 Characterization for U.S. International Trade Law Purposes. The Parties are entering into this Agreement for their mutual benefit and not for use as evidence in any pending or future proceeding under the U.S. antidumping or countervailing duty laws. Accordingly, neither Party shall seek to characterize this Agreement as a contract for the sale of services or merchandise for purposes of those laws without the consent of the other Party.

21.12 Reasonable Efforts. When used in this Agreement (including in any amendment, supplemental agreement or correspondence between the Parties related to this Agreement) and unless specifically defined in another provision of this Agreement, terms such as “best efforts,” “reasonable efforts,” and “commercially reasonable efforts” shall be deemed to mean efforts that are considered to be commercially reasonable under the circumstances prevailing at the time, taking into account the economic condition of the Party making such efforts, the information actually available to such Party at the time the efforts are made, the economic, legal and political circumstances prevailing in the country where the efforts are to be made, and the internal resources and employees available to such Party to make such efforts. In no event shall it require a Party to undertake measures, which in its reasonable judgment, could materially jeopardize its ability to perform its other legal or contractual obligations to others (including to the other Party) or to comply with applicable law or regulations.

21.13 Execution and Counterparts; Effectiveness.

(a) This Agreement may be executed in multiple counterparts, which taken together shall constitute an original without the necessity of all Parties signing the same page or the same documents, and may be executed by signatures to electronically or telephonically transmitted counterparts in lieu of original printed or photocopied documents. Signatures transmitted by facsimile shall be considered original signatures.

(b) Notwithstanding any other provision of this Agreement, the execution and delivery of all of the following agreements, on or before May 16, 2012, shall be a condition precedent to the obligations of the Parties under this Agreement:

- (i) Agreement between Customer and the Department of Energy, titled “Agreement Between the U.S. Department of Energy and Energy Northwest For the Transfer of Depleted Uranium Hexafluoride and the Storage of Low Enriched Uranium,” EN Contract number 335903;
- (ii) Agreement between Customer and TVA, titled “Enriched Product and UF6 Supply Agreement,” EN Contract number 335901; and
- (iii) Letter agreement between TVA and USEC for the purchase and sale of power used to produce the Enriched DU.

If such agreements have not been executed and delivered by each and all of the parties thereto on or before May 16, 2012, this Agreement shall, without any further action of the Parties, terminate automatically effective as of 12:00 midnight, Eastern Time, on May 16, 2012. In the event of any such termination of this Agreement, this Agreement shall be null and void and without any further force or effect whatsoever, other than the confidentiality obligations of the Parties under Article 18, and no Party shall have any obligation or liability whatsoever to any other Party under or in connection with this Agreement other than the aforementioned confidentiality obligations.

(c) Customer shall promptly notify USEC when all parties to the agreements in Section 21.13(b)(i) and (ii) have executed and delivered such agreements and USEC shall promptly notify Customer when all parties to the agreement in Section 21.13(b)(iii) have executed and delivered such agreement. Upon receipt by each Party of the notice from the other Party under the preceding sentence, the condition precedent in Section 21.13(b) shall be fulfilled.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in two (2) originals by their duly authorized officers as of the Effective Date.

ENERGY NORTHWEST

UNITED STATES ENRICHMENT
CORPORATION

By: /s/ Dale K. Atkinson

By: /s/ Robert Van Namen

Name: Dale K. Atkinson

Name: Robert Van Namen

Title: V.P. Corp. Dev./ Empl. Services

Title: Senior VP Uranium Enrichment

BUSINESS PROPRIETARY INFORMATION
USEC CONTRACT NO. EC-SC01-12UE03133
ENERGY NORTHWEST CONTRACT NO. 335900

APPENDIX A: EQUATIONS USED TO CALCULATE COMPONENTS OF ENRICHED URANIUM PRODUCT PRODUCED FROM FEED MATERIAL OR FROM DEPLETED URANIUM

1. Feed Material, or Depleted Uranium, per unit of product (feed factor):

$$F = (X_p - X_w) / (X_f - X_w)$$

where F = Feed Material or DU quantity per unit of resulting Enriched Uranium or Enriched DU

X_p = Product Assay (in weight % ²³⁵U)

X_w = Tails Assay (in weight % ²³⁵U)

X_f = Feed Material/DU Assay (in weight % ²³⁵U)

2. Separative work per unit of product (SWU factor):

$$SWU = [V(X_p) - V(X_w)] - F[V(X_f) - V(X_w)]$$

Where $V(X_p) = [2 (X_p) - 1] [1n [(X_p) / (1-X_p)]]$

$V(X_w) = [2 (X_w) - 1] [1n [(X_w) / (1-X_w)]]$

$V(X_f) = [2 (X_f) - 1] [1n [(X_f) / (1-X_f)]]$

where (X_p) , (X_w) , and (X_f) are defined above and 1n = natural logarithm (base e)

3. The weight percents ("weight %") must be converted to decimal fractions for use in the separative work equations. These formulas can be generalized to multiple Feed Material Assays and Product Assays.

4. For the application of the above formulas:

-Uranium quantity is expressed in kilograms of UF₆, rounded to the gram (third decimal place).

-Assay expressed in % is rounded to the fourth significant figure.

-Intermediate calculations are carried to at least eight significant figures.

-Feed and SWU factors are rounded to the third decimal place.

-Separative work, expressed in kilograms SWU, is rounded to the third decimal place (1/1000 Kg SWU).

-Rounding is done by the standard rounding procedure.

APPENDIX B: PROVISIONS FOR PHYSICAL DELIVERY

This Appendix B shall apply to Physical Deliveries of Enriched DU and the Enriched Product, of cylinders for filling with Enriched DU and Enriched Product and, unless otherwise agreed, of other Material or equipment under this Agreement.

1. Designated Facilities. The Facility at PGDP shall be the delivery point for all Physical Deliveries of cylinders and Material by either Party.
2. Delivery Schedule. The schedule for deliveries during which Physical Delivery will occur shall be established by mutual agreement. For Physical Delivery of Enriched DU and Enriched Product, USEC shall submit a delivery schedule to Customer on the 15th of the month prior to the month of delivery ("Delivery Schedule"). The Delivery Schedule shall take into account the following:
 - (a) the nominal quantities and Assays of Enriched DU that USEC has available to deliver to Customer from among standard Assays of 4.00, 4.40 or 4.95 and the nominal quantity and Assay of Enriched Product that USEC shall deliver to Customer will be the standard Assay of 4.40;
 - (b) whether the Enriched DU or Enriched Product are already in a 30B cylinder and, if not, USEC's proposal for the supply of 30B cylinders to effect the delivery;
 - (c) the destination for any shipment by Customer of the Enriched DU or Enriched Product from the Facility, which shall be provided by Customer to USEC prior to the 15th day of the month prior to the month of delivery;
 - (d) the proposed schedule for arrival of Customer's overpacks (if needed by Customer to ship the Enriched DU or Enriched Product from the Facility) and trucks;
 - (e) potential conflicts with USEC's need to fill orders from other customers; and
 - (f) other factors affecting the availability of manpower, equipment and other requirements to implement the proposed delivery.

The actual quantity and Assay of Enriched DU or Enriched Product delivered to Customer may differ from the quantity and Assay listed in the Delivery Schedule.

3. Routine Variances. Enriched DU and Enriched Product delivered by Physical Delivery pursuant to this Agreement shall conform to the Assay and quantity recorded in the documentation accompanying such Enriched DU and Enriched Product when it is Physically Delivered to Customer (the "Delivery Documentation"), subject to the variations set out below.

- (a) The Assay of the Enriched DU or Enriched Product in each cylinder Physically Delivered to Customer may differ from the Assay in the Delivery Documentation by no more than plus or minus five one-hundredths (± 0.05) ("routine variation").
- (b) The quantity of Enriched DU or Enriched Product in a cylinder Physically Delivered to Customer by USEC shall not differ from the quantity as recorded in the Delivery Documentation for that cylinder by more than plus or minus one-half of one percent ($\pm 0.50\%$).

4. Obligation to Provide Cylinders.

(a) USEC shall supply to Customer the 30B cylinders necessary to provide Customer Enriched DU and Enriched Product on a schedule mutually agreed by the Parties. USEC's ability to make Physical Deliveries in accordance with the Delivery Schedule under Paragraph 2 depends upon timely availability of 30B cylinders. The Parties acknowledge that there is currently a shortage of the needed 30B cylinders used to fulfill USEC's obligations under this Agreement. USEC shall undertake reasonable efforts to procure the necessary 30B cylinders not already in its possession as soon as practical. To the extent that USEC's supplier of 30B cylinders has not delivered 30B cylinders to the PGDP in time for USEC to fill the 30B cylinders with Enriched DU or Enriched Product under the Agreement, USEC shall deliver Enriched DU or Enriched Product (i) in 30B cylinders in USEC's possession at the PGDP that are not otherwise needed to make or take deliveries of Enriched Product under USEC's existing commitments to third parties; or (ii) subject to Paragraph 4(c) below, by constructive delivery of the Enriched DU and/or Enriched Product in parent cylinders containing the Enriched DU and/or the Enriched Product for which 30B cylinders were not available pursuant to Section 5.2(b) and shall have the right to include the Article 5 SWU and Article 6 SWU in the invoice for the month in which delivery was made. For this purpose, constructive delivery shall be made by notifying Customer of the quantity of Enriched DU or Enriched Product being delivered, which shall be the amount of Enriched DU or Enriched Product in the parent cylinder minus the Heavy Heel, and identifying the parent cylinder in which it is held. In addition to identifying the cylinder identification number and documenting Customer's ownership of the constructively delivered Enriched DU or Enriched Product in USEC's records and accounts, USEC shall visually identify constructively delivered cylinders as containing Customer's Material by placing a magnet, sticker or tag on the cylinder and segregating constructively delivered cylinders from USEC's other inventories. USEC shall also produce an initial Enriched Documentation (as defined in Appendix B, Paragraph 9) based upon the quantities, specifications and purities contained within the parent cylinder. USEC shall not make any constructive delivery of Enriched Product or Enriched DU under this Paragraph 4, and Customer shall not be obligated to accept or pay for such constructively delivered Material, unless USEC first delivers to Customer the written acknowledgement from JPMorgan described in Section 5.2(f).

(b) USEC shall fill such constructively delivered Enriched DU or Enriched Product in 30B cylinders as quickly as commercially reasonable after 30B cylinders become available but in no event longer than 90 days after the 30B cylinders become available. Until that time, USEC shall maintain records of the cylinders in which Enriched DU or Enriched Product is held so as to identify the Enriched DU or Enriched Product as Customer's property. The date of delivery of the constructive delivery shall be the last day of the month in which constructive delivery was made. At the time of Physical Delivery of the Enriched DU or Enriched Product in 30B cylinders, a new, final Enriched Documentation shall be provided to Customer in accordance with Appendix B, Paragraph 9 based on the quantities, specifications and purities of the Enriched DU or Enriched Product contained within the 30B cylinders. This final Enriched Documentation shall be the same as the initial Enriched Documentation in all respects except for weight (given the movement of the Material from a parent cylinder to a 30B cylinder) and purities. Enriched DU or Enriched Product delivered in 30B cylinders hereunder shall not be subject to rejection due to the differences in weight or purities between the initial and final Enriched Documentation.

(c) It is the Parties' intention not to have any Enriched Product or Enriched DU constructively delivered under this Paragraph 4. Accordingly, USEC shall notify Customer if at any time USEC anticipates that due to delays in deliveries of 30B cylinders, Customer will hold title to Enriched Product or

Enriched DU in one or more parent cylinders pursuant to a single or multiple constructive deliveries under Paragraph 4(a). Following such notice, the Parties shall work cooperatively to implement measures to secure the necessary 30B cylinders in order to fill such 30B cylinders from parent cylinders and to eliminate future constructive deliveries due to lack of 30B cylinders without reducing the amount of SWU to be delivered and taken by USEC and Customer, respectively, during this Agreement. If Customer reasonably concludes that the delay in delivery of 30B cylinders will not be resolved in time to ensure that all Enriched DU and Enriched Product delivered to Customer under this Agreement is in 30B cylinders not later than May 31, 2013 or other date agreed by the Parties, and no other sources of 30B cylinders are secured by Customer to make up for any shortfalls in 30B cylinders despite its commercially reasonable efforts to secure such sources, Customer shall have the right to terminate this Agreement effective on the date specified in a notice thereof to USEC.

(i) The effective date of termination pursuant to a notice of termination provided under paragraph (c) above, shall not be effective earlier than forty-five (45) days after submission of the termination notice to USEC. The 45 day period shall be used to allow time to reduce to zero USEC's power takings under its power purchase agreements, and USEC shall have an additional 45 days after the date of termination (for a total of 90 days) to continue filling 30B cylinders and delivering them to Customer to the extent such cylinders are available.

(ii) Enriched DU and Enriched Product may be constructively delivered during the foregoing 45-day period to the extent 30B cylinders are not timely available for use in making Physical Delivery to Customer.

(d) USEC shall supply 1S and 2S cylinders, as required for Officials Samples under Paragraph 10 below, subject to payment by Customer for such cylinders under Section 8.4.

(e) As used in this Agreement, the term "cylinder" shall be deemed to include any overpack or other packaging equipment and materials required for the transportation of such cylinder or any Material which it contains. Customer shall provide all overpacks and equipment other than 30B cylinders required for Physical Delivery of Enriched DU or Enriched Product.

5. Return/Removal of DU Cylinders. Filled cylinders of DU rejected by USEC under Article 4, and unemptied cylinders of DU not needed for Enrichment and cylinders containing Enriched DU or Enriched Product to which Customer has title that are constructively delivered and were not Physically Delivered to Customer prior to May 31, 2013, shall be Physically Delivered to Customer at the Facility at a time and in a manner to be mutually agreed but no later than December 31, 2013. USEC may charge storage fees with respect to any Stored Items that are not removed by Customer or DOE by December 31, 2013 pursuant to Section 13.4; provided, however, if, at any time, USEC de-leases the area of the Facility where cylinders of Material to which Customer or DOE has title are located, USEC may elect to leave those cylinders on the de-leased area and USEC shall thereafter have no further responsibility for such cylinders or any Material they contain. Nothing herein shall require USEC to continue to lease space for storage of the Stored Items beyond May 31, 2013.

6. Specifications. All cylinders and equipment supplied by either Party shall meet all applicable regulatory specifications and requirements as to safety, design criteria, cleanliness and freedom from contamination in effect at the time furnished, utilized or returned, as the case may be, and shall conform to the requirements described in USEC-651 (Rev. 9) (The UFG Manual: Good Handling Practices for Uranium Hexafluoride) or any successor publication or revision thereof provided to Customer.

7. Responsibility for Loss or Damage. The Party receiving a cylinder or other equipment (the "Receiver") from the other Party (the "Shipper") shall bear the risk of loss of, or damage to, such cylinders or other equipment for so long as such cylinders or equipment are in the possession of the Receiver or Receiver's agent or representative.

8. Reserved.

9. Documentation.

(a) With each Physical Delivery of Enriched DU by USEC pursuant to Article 5 and Enriched Product pursuant to Article 6, USEC shall furnish (a) a statement of the quantities, properties, and country of origin and Obligation Code(s) of the Enriched DU and Enriched Product in the form of the DOE/NRC Form 741 or any successor thereto and (b) the Certificate of Quality and Quantity for Enriched Uranium Hexafluoride in the form set forth in Appendix F (collectively, the "Enriched Documentation") subject, in the case of a constructive delivery and subsequent Physical Delivery of constructively-delivered Enriched DU or Enriched Product, to the provisions of Appendix B, Paragraph 4.

(b) With each Physical Delivery of DU by Customer, Customer shall supply any documentation required by Article 4 plus a DOE/NRC Form 741 or any successor thereto information regarding the DU (the "DU Documentation"). USEC shall be obligated to provide any such DU Documentation upon the return of any unemptied cylinder of DU, or any cylinder of Residual Tails, as may be required by applicable law and regulations. In the case of an unemptied cylinder, USEC may fulfill this obligation with the DU Documentation originally provided by DOE or Customer.

(c) The fact that a Party supplied documentation under this Paragraph 9 does not modify or extend any warranty given under this Agreement by such Party regarding the Material delivered nor increase such Party's obligations or liability, or the other Party's rights, with respect to such Material beyond the obligations, liability and rights that would apply under this Agreement in the absence of such documentation.

10. Official Samples.

(a) USEC shall sample Enriched DU and Enriched Product Physically Delivered in accordance with USEC's procedures as described in USEC-651 (Rev.9) (The UFG Manual: Good Handling Practices for Uranium Hexafluoride) or any successor publication or revision thereof provided to Customer. USEC shall also perform any reasonable, additional sampling services on Enriched DU and Enriched Product to be Physically Delivered pursuant to Article 5 and 6, respectively, that may be requested by Customer, subject to reimbursement by Customer for any fees incurred by USEC in performing such additional services.

(b) Samples of Enriched DU or Enriched Product taken by USEC in accordance with USEC's procedures shall be the official samples (the "Official Samples") and shall be binding upon USEC, Customer, and any umpire selected by the Parties pursuant to Paragraph 15 of this Appendix B, except as stated in Paragraphs 10(c) and 10(d) below. As requested by Customer, P-10 subsamples from the Official Sample for each parent cylinder shall initially be sent to an independent laboratory (to be designated by USEC) that is under contract to USEC. These subsamples shall be sent to the independent laboratory before the corresponding Enriched DU or Enriched Product is delivered, by Physical Delivery or constructive delivery, to Customer pursuant to Article 5 and Article 6. The exception to this will be the June 2012 delivery for which other independent analyses will be provided. ASTM 996-10 analyses shall be requested and performed for all P-10 subsamples provided pursuant to this Paragraph 10 and a report of such analysis shall be provided to Customer with a copy to USEC before the Due Date of the invoice for such Enriched Product or Enriched DU to the extent possible. Any discrepancy between the Enriched

Documentation and the independent laboratory's analysis shall be resolved under Paragraphs 15 and 16 of this Appendix B.

(c) For all deliveries made under this Agreement, independent P-10 subsamples and analyses will be completed for 100% of the delivered Enriched DU and Enriched Product delivered by USEC. The June 2012 independent sample results will be provided subsequent to Physical Delivery of the Material to Customer. Customer shall bear the cost of the P-10 subsample containers, the cost of subsampling, shipping of such subsamples, and all independent analyses required hereunder.

(d) Official Samples will be held by USEC in 1S or 2S cylinders indefinitely, subject to the following conditions: (i) USEC shall only maintain custody of these 1S or 2S Official Samples during the duration of USEC's lease of the laboratory located at the PGDP; (ii) it shall be Customer's responsibility to arrange for storage or disposal of the Official Samples thereafter and to pay USEC for the 1S or 2S Official Samples pursuant to Section 8.4 ; and (iii) it shall be Customer's responsibility to arrange for storage or disposal of the Official Samples thereafter.

11. Weight.

(a) USEC shall determine the gross weight of all filled cylinders, the empty gross weight of all empty cylinders, and the net weight of all Material or Residual Tails Physically Delivered by or to USEC using USEC's weighing procedures and equipment. For purposes of this Appendix, "net weight" shall mean the difference between the gross weight of a cylinder filled with Material and the empty gross weight of such cylinder. The empty gross weight shall mean the weight of the cylinder after it has been emptied, including any heels remaining in a cylinder after emptying. USEC's gross weight determination shall be final except in the case of Enriched DU and Enriched Product, in cases where the gross weight determined by Customer (or fabricator, if USEC Physically Delivers such cylinder to a fabricator) differs from USEC's gross weight determination by more than the "Applicable Dispute Limit," which shall mean, in the case of a 30 inch cylinder, a difference of greater than ± 2.0 Kg from the gross weight determined by USEC; and, in the case of a 48 inch cylinder, a difference of greater than ± 5.3 Kg; provided, that Customer notifies USEC of such discrepancy prior to Acceptance of the Enriched DU or Enriched Product.

(b) The Parties shall follow the check-weight procedures in Paragraph 16 of this Appendix B in resolving disputes regarding the weight of Enriched DU or Enriched Product, and the resolution of such disputes in accordance with Paragraph 16 of this Appendix B shall be final and binding on the Parties. Notwithstanding the existence of a discrepancy in gross weight or a dispute concerning such discrepancy, USEC's gross weight determination shall be final and binding on the Parties if Customer or its agent (including a fabricator) breaks the seal on, or evacuates any of the Material from, the disputed cylinder prior to resolution of the discrepancy or USEC's agreement to accept Customer's (or a fabricator's) gross weight determination.

12. Observation of Weighing and Sampling. If requested by Customer at the time a Delivery Schedule is submitted to Customer under Paragraph 2 of this Appendix B, Customer and/or its designee shall be given an opportunity to observe, at Customer's expense and to the extent such sampling has not already occurred, (a) the weighing of any cylinder pursuant to Paragraph 11 of this Appendix B; and (b) the taking of Official Samples (if any) by USEC pursuant to Paragraph 10 of this Appendix B. USEC shall notify Customer of the date(s) and place(s) for observing such events.

13. Acceptance of Enriched DU and Enriched Product.

(a) "Acceptance" or "Accepted" of Enriched DU and Enriched Product shall mean agreement by Customer that (i) the Enriched Documentation is correct; and (ii) the Enriched DU and Enriched Product received conforms to the applicable ASTM specification and the applicable quantity and Assay recorded for such Enriched DU and Enriched Product in the Enriched Documentation, subject to the variations permitted in this Appendix ("Conforming Material"). Acceptance shall be deemed to have occurred in the event:

(i) Customer fails to notify USEC of its disagreement with the Enriched Documentation, or that the Enriched DU and Enriched Product is not Conforming Material, within forty-five (45) days after the later of (A) Physical Delivery of the Material; (B) receipt of the Enriched Documentation; and (C) receipt of the independent laboratory report pursuant to Paragraph 10(b); or

(ii) Customer uses, commingles or otherwise disposes of such Enriched DU and Enriched Product, except to the extent necessary for storage or protection against health and safety hazards; or

(iii) an umpire determines (or the Parties agree) that the Parties must accept that the Statement is correct and that the Enriched DU or Enriched Product is Conforming Material.

(b) Customer's right to reject the Enriched DU and Enriched Product shall terminate upon Acceptance of such Enriched DU.

14. Rejection of Enriched DU and Enriched Product.

(a) If pursuant to Paragraph 13 of this Appendix, Customer disagrees with the Enriched Documentation, as applicable, including, because of a discrepancy between the independent laboratory's report and the Enriched Documentation (and the disagreement is other than as to net weight, which shall be finally determined by USEC under Paragraph 11 (and, if applicable, Paragraph 16) of this Appendix B) or determines that the Enriched DU or Enriched Product is not Conforming Material or the cylinders containing the Enriched DU or Enriched Product do not meet the specifications in Paragraph 6 of this Appendix due to the fault of USEC, Customer may, prior to Acceptance, notify USEC of its disagreement, including the measurements and analytical data supporting Customer's position (Customer's notice being referred to herein as a "Rejection Notification"), and, subject to resolution of such disagreement, USEC shall, at its option, (i) take possession of the non-Conforming Enriched DU or Enriched Product and rework it so that it is Conforming Material; (ii) replace the rejected Enriched DU or Enriched Product with Conforming Material, or in the case of an alleged shortage in quantity, deliver (if available) an amount of Enriched DU or Enriched Product equal to the shortfall or in the case of a cylinder that does not meet the specifications in Paragraph 6 due to the fault of USEC, replace the cylinder with a cylinder that conforms to Paragraph 6; or (iii) credit Customer for the difference between the price paid by Customer for the Enriched DU or Enriched Product it rejected and the value of the rejected non-conforming Enriched DU or Enriched Product. To the extent USEC chooses option (i) or (ii), USEC shall rework or replace the rejected Enriched DU and Enriched Product and/or cylinder, or supply the additional Enriched DU or Enriched Product, as soon as operationally practicable, but in no event later than ninety (90) days after the later of (x) the date on which USEC receives the Rejection Notification; or (y) final resolution of any dispute of the Rejection Notification under Paragraph 15 of this Appendix B.

(b) No later than ten (10) Business Days after receipt of the Rejection Notification, USEC shall elect to either (i) exercise one of the options in Paragraph 14(a); or (ii) notify Customer that it chooses to dispute the Rejection Notification. If USEC disputes the Rejection Notification, and such dispute is resolved in favor of Customer, USEC shall elect among the options in Paragraph 14(a) no later than ten (10) Business Days after final resolution of such dispute. Customer shall assist USEC in effecting such removal or other disposition, including Physically Delivering the Enriched DU or Enriched Product to

USEC, F.O.B. Facility, at USEC's expense.

(c) Title to, and risk of loss of, Enriched DU or Enriched Product, and the cylinders in which it is contained, that is rejected by Customer pursuant to this Paragraph 14 and to be returned to USEC pursuant to an election of an option in Paragraph 14(a) shall pass to USEC upon the later of (i) ten (10) Business Days after USEC's receipt of Customer's Rejection Notification; or (ii) if USEC disputes such Rejection Notification hereunder, a final resolution of such dispute that requires USEC to accept the measurements that are the basis for such Rejection Notification. Title to, and risk of loss of, reworked, replacement or additional Enriched DU or Enriched Product and the cylinders that contain such Material, which is delivered pursuant to this Paragraph shall pass to Customer upon completion of Physical Delivery of such Enriched DU or Enriched Product and cylinders.

(d) If necessary to meet the requirements of this Paragraph 14, USEC shall be permitted to use substitute cylinders. If the defect in the Material can be corrected through a means other than replacement of the defective Material, USEC may utilize such means.

15. Resolution of Disputed Rejection of Enriched DU and Enriched Product.

(a) After receipt of a Rejection Notification, the Parties shall attempt to resolve the Rejection Notification through good faith negotiations during the ten (10) Business Days following submission of such Rejection Notification. If a mutual agreement resolving the Rejection Notification is not reached within ten (10) Business Days following submission of such Rejection Notification, the applicable Official Sample(s) shall be submitted to a mutually agreed-upon umpire for analysis. The umpire's results shall be conclusive on both Parties if such results are within the range determined by both Parties' results. If the umpire's results are outside the range determined by the Parties' results, the Parties shall accept the results of the Party that are nearest to the umpire's results.

(b) USEC shall pay the umpire fees if the umpire's result upholds the Rejection Notification; otherwise, Customer shall pay the umpire fees. As used in this Paragraph 15, the phrase "umpire fees" means the umpire's charges, plus the additional fee, if any, of the packaging, handling, and transporting of the Official Sample to and from the umpire.

16. Resolution of Weight Disputes.

(a) If, in accordance with Paragraph 11 of this Appendix B, Customer notifies USEC that the gross weight of a filled cylinder containing Enriched DU or Enriched Product Physically Delivered by USEC differs by more than the Applicable Dispute Limit (as defined in Paragraph 11(a) of this Appendix B) from the gross weight determined by USEC, then, if the discrepancy cannot be resolved by mutual agreement, after good faith negotiations, within fifteen (15) days after USEC receives Customer's notification, Customer shall arrange for a separate check weighing to determine the gross weight of the filled cylinder containing Enriched DU or Enriched Product. USEC shall have the right to witness the check weighing. Customer shall give USEC at least one (1) week's notice of the time and place for the check weighing.

(b) The check weighing shall be conducted on calibrated scales and weighing machines properly certified for such purpose. The check weighing procedure shall be as follows:

(i) All cylinders and/or weights shall be first removed from the scales, and the scales shall be zero-checked.

(ii) A mutually agreed standard weight shall then be placed on the scales in order to verify their accuracy. If the indicated weight of the standard weight differs from its known weight by more than ± 1 Kg, the scales shall be recalibrated.

(iii) The cylinder to be check-weighed shall be examined to ensure that the valve protector and other removable items have been removed and then it shall be reweighed. The results of the reweighing shall be defined as the "Check Weight."

(iv) If the Check Weight and USEC's gross weight determination differ by an amount equal to or less than the Applicable Dispute Limit, USEC's gross weight determination shall be binding.

(v) If the Check Weight and USEC's original gross weight differ by more than the Applicable Dispute Limit, the Check Weight shall be binding.

(vi) Any fees incurred in connection with this check weighing procedure shall be borne by (A) Customer if USEC's gross weight determination is binding, and (B) USEC in all other cases.

(vii) If, as a result of the check weighing, it is determined that there is a shortfall in quantity delivered by USEC, USEC may elect to resolve the matter by:

(A) giving Customer a credit against any pending invoice that includes charges for the undelivered Enriched DU or Enriched Product; or

(B) giving Customer a credit against the next invoice issued by USEC to Customer; or

(C) pursuing such alternative measures as the Parties may agree.

Neither Customer nor any party acting on its behalf shall evacuate or break the seal of a cylinder that is the subject of a dispute concerning gross weight until all discrepancies concerning weight are resolved.

NOTE: The procedures set forth in Paragraph 15 are the exclusive means to resolve a dispute regarding a Rejection Notification with respect to Enriched DU or Enriched Product. The procedures in Paragraph 16 are the exclusive means to resolve a dispute regarding weight with respect to Enriched DU or Enriched Product. All other disputes shall be subject to Article 19; provided, however, that neither Customer nor DOE nor any other person shall have the right to dispute USEC's determinations with respect to the quality, quantity or weight of DU, or the cylinders filled with DU or Residual Tails.

BUSINESS PROPRIETARY INFORMATION
 USEC CONTRACT NO. EC-SC01-12UE03133
 ENERGY NORTHWEST CONTRACT NO. 335900

APPENDIX C: CYLINDERS OF DU TO BE PROVIDED

DOE Tails for ENW Sale - Material Type 017

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LM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MF
7	C-745-T	A01	001	009808	32,906	5,395	27,511	147134	0.67605	0.5222	8,436,000	44,000	017
7	C-745-T	A01	002	009854	33,041	5,535	27,506	147129	0.67605	0.5149	8,435,000	43,000	017
7	C-745-T	A01	003	009701	32,845	5,376	27,469	147133	0.67605	0.5207	8,423,000	44,000	017
7	C-745-T	A01	004	009699	32,912	5,432	27,480	147136	0.67605	0.5189	8,427,000	44,000	017
7	C-745-T	A01	005	009690	32,874	5,385	27,489	147127	0.67605	0.5192	8,429,000	44,000	017
7	C-745-T	A01	006	009847	32,954	5,501	27,453	147123	0.67590	0.5196	8,417,000	44,000	017
7	C-745-T	A01	007	009832	32,945	5,427	27,518	147124	0.67605	0.5232	8,438,000	44,000	017
7	C-745-T	A01	008	009741	32,877	5,360	27,517	147135	0.67605	0.5230	8,438,000	44,000	017
7	C-745-T	A01	009	009712	32,850	5,323	27,527	147125	0.67605	0.5230	8,441,000	44,000	017
7	C-745-T	A01	010	009784	32,894	5,400	27,494	147126	0.67605	0.5229	8,431,000	44,000	017
7	C-745-T	A01	011	009670	32,955	5,439	27,516	147131	0.67605	0.5225	8,438,000	44,000	017
7	C-745-T	A01	012	009817	32,962	5,457	27,505	147130	0.67605	0.5208	8,434,000	44,000	017
7	C-745-T	A01	013	009666	32,888	5,404	27,484	147128	0.67605	0.5202	8,428,000	44,000	017
7	C-745-T	A01	014	009694	32,934	5,436	27,498	147132	0.67605	0.5259	8,432,000	44,000	017
7	C-745-T	A01	015	009806	32,797	5,350	27,447	147119	0.67590	0.5148	8,415,000	43,000	017
7	C-745-T	A01	016	009781	32,815	5,383	27,432	147121	0.67600	0.5217	8,411,000	44,000	017
7	C-745-T	A01	017	009688	32,912	5,452	27,460	147122	0.67600	0.5174	8,420,000	44,000	017
7	C-745-T	A01	018	009908	33,077	5,562	27,515	147120	0.67600	0.5133	8,437,000	43,000	017
7	C-745-T	A01	019	009727	32,874	5,356	27,518	146966	0.67605	0.5260	8,438,000	44,000	017
7	C-745-T	A01	020	009662	32,987	5,474	27,513	147041	0.67605	0.5305	8,437,000	45,000	017
7	C-745-T	A01	021	009841	33,010	5,537	27,473	146970	0.67605	0.5239	8,425,000	44,000	017
7	C-745-T	A01	022	009738	32,824	5,345	27,479	147040	0.67610	0.5184	8,427,000	44,000	017
7	C-745-T	A01	023	009823	32,986	5,490	27,496	146969	0.67605	0.5205	8,432,000	44,000	017
7	C-745-T	A01	024	009707	32,894	5,376	27,518	146850	0.67605	0.5202	8,438,000	44,000	017
7	C-745-T	A01	025	009889	33,005	5,505	27,500	146971	0.67605	0.5233	8,433,000	44,000	017
7	C-745-T	A01	026	009709	32,932	5,421	27,511	146853	0.67605	0.5201	8,436,000	44,000	017
7	C-745-T	A01	027	009787	32,875	5,400	27,475	146972	0.67605	0.5238	8,425,000	44,000	017
7	C-745-T	A01	028	009756	32,836	5,354	27,482	146965	0.67605	0.5224	8,427,000	44,000	017
7	C-745-T	A01	029	009810	32,910	5,400	27,510	146973	0.67605	0.5239	8,436,000	44,000	017
7	C-745-T	A01	030	009755	32,870	5,385	27,485	146968	0.67605	0.5248	8,428,000	44,000	017
7	C-745-T	A01	031	009678	32,914	5,434	27,480	146967	0.67605	0.5231	8,427,000	44,000	017
7	C-745-T	A01	032	009882	32,971	5,517	27,454	147024	0.67620	0.5318	8,421,000	45,000	017
7	C-745-T	A01	033	009920	33,004	5,510	27,494	147027	0.67605	0.5208	8,431,000	44,000	017
7	C-745-T	A01	034	009782	32,939	5,413	27,526	146852	0.67605	0.5216	8,441,000	44,000	017
7	C-745-T	A01	035	009661	32,950	5,462	27,488	146889	0.67605	0.5167	8,429,000	44,000	017

BUSINESS PROPRIETARY INFORMATION
 USEC CONTRACT NO. EC-SC01-12UE03133
 ENERGY NORTHWEST CONTRACT NO. 335900

UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-T	A01	036	009885	33,047	5,547	27,500	146886	0.67605	0.5189	8,433,000	44,000	017
7	C-745-T	A01	037	009831	33,059	5,533	27,526	146887	0.67605	0.5233	8,441,000	44,000	017
7	C-745-T	A01	038	009665	32,900	5,408	27,492	147029	0.67605	0.5195	8,430,000	44,000	017
7	C-745-T	A01	039	009818	32,943	5,454	27,489	146891	0.67605	0.5191	8,429,000	44,000	017
7	C-745-T	A01	040	009788	32,819	5,332	27,487	147028	0.67605	0.5252	8,429,000	44,000	017
7	C-745-T	A01	041	009840	33,066	5,561	27,505	146892	0.67605	0.5228	8,434,000	44,000	017
7	C-745-T	A01	042	009846	33,016	5,518	27,498	147025	0.67605	0.5219	8,432,000	44,000	017
7	C-745-T	A01	043	009828	33,083	5,586	27,497	146888	0.67605	0.5253	8,432,000	44,000	017
7	C-745-T	A01	044	009696	32,905	5,418	27,487	146854	0.67605	0.5231	8,429,000	44,000	017
7	C-745-T	A01	045	009692	32,907	5,406	27,501	146849	0.67605	0.5272	8,433,000	44,000	017
7	C-745-T	A01	046	009816	32,904	5,376	27,528	146885	0.67605	0.5241	8,441,000	44,000	017
7	C-745-T	A01	047	009761	32,898	5,379	27,519	146893	0.67605	0.5240	8,439,000	44,000	017
7	C-745-T	A01	048	009860	33,036	5,566	27,470	147026	0.67605	0.5218	8,424,000	44,000	017
7	C-745-T	A01	049	009671	32,939	5,446	27,493	147043	0.67605	0.5224	8,431,000	44,000	017
7	C-745-T	A01	050	009754	32,902	5,386	27,516	146851	0.67605	0.5224	8,438,000	44,000	017
7	C-745-T	A01	051	009776	32,860	5,376	27,484	147042	0.67605	0.5206	8,428,000	44,000	017
7	C-745-T	A01	052	009735	32,882	5,377	27,505	146848	0.67605	0.5180	8,434,000	44,000	017
7	C-745-T	A01	053	009915	32,900	5,380	27,520	147044	0.67605	0.5204	8,439,000	44,000	017
7	C-745-T	A01	054	009829	33,023	5,530	27,493	146890	0.67605	0.5198	8,431,000	44,000	017
					1,778,308	293,575	1,484,733						
54					1,778,308	293,575	1,484,733						
54					1,778,308	293,575	1,484,733						
Grand Total:					1,778,308	293,575	1,484,733						
					455,288,000								
					455,288,000								
					455,288,000								
					2,375,000								
					2,375,000								
					2,375,000								

BUSINESS PROPRIETARY INFORMATION
 USEC CONTRACT NO. EC-SC01-12UE03133
 ENERGY NORTHWEST CONTRACT NO. 335900

DOE Tails for ENW Sale - ~0.45%

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UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-G	DD1	049	126026	30,599	2,630	27,969	316439	0.67602	0.4483	8,576,000	38,000	021
			1		30,599	2,630	27,969				8,576,000	38,000	
7	C-745-G	FF1	021	136940	30,556	2,592	27,964	316534	0.67602	0.4483	8,575,000	38,000	021
7	C-745-G	FF1	022	136942	30,553	2,603	27,950	316522	0.67602	0.4500	8,570,000	39,000	021
7	C-745-G	FF1	023	136981	30,562	2,609	27,953	316516	0.67602	0.4478	8,571,000	38,000	021
7	C-745-G	FF1	024	136817	30,586	2,592	27,994	316518	0.67602	0.4374	8,584,000	38,000	021
7	C-745-G	FF1	025	137018	30,510	2,580	27,930	316514	0.67602	0.4521	8,564,000	39,000	021
7	C-745-G	FF1	026	136798	30,544	2,618	27,926	316521	0.67602	0.4579	8,563,000	39,000	021
7	C-745-G	FF1	027	137002	30,555	2,615	27,940	316505	0.67602	0.4484	8,567,000	38,000	021
7	C-745-G	FF1	028	136804	30,536	2,592	27,944	316517	0.67602	0.4379	8,569,000	38,000	021
7	C-745-G	FF1	029	136978	30,540	2,590	27,950	316504	0.67602	0.4481	8,570,000	38,000	021
7	C-745-G	FF1	030	137005	30,576	2,624	27,952	316515	0.67602	0.4502	8,571,000	39,000	021
7	C-745-G	FF1	031	137010	30,550	2,610	27,940	316502	0.67602	0.4484	8,567,000	38,000	021
7	C-745-G	FF1	032	136965	30,596	2,616	27,980	316513	0.67602	0.4540	8,580,000	39,000	021
7	C-745-G	FF1	033	136997	30,597	2,600	27,997	316509	0.67602	0.4489	8,585,000	39,000	021
7	C-745-G	FF1	034	136995	30,554	2,610	27,944	316506	0.67602	0.4532	8,569,000	39,000	021
7	C-745-G	FF1	035	136994	30,555	2,611	27,944	316512	0.67602	0.4542	8,569,000	39,000	021
7	C-745-G	FF1	036	136987	30,478	2,595	27,883	316511	0.67602	0.4509	8,550,000	39,000	021
7	C-745-G	FF1	037	136985	30,568	2,624	27,944	316499	0.67602	0.4536	8,569,000	39,000	021
7	C-745-G	FF1	038	137000	30,551	2,611	27,940	316510	0.67602	0.4466	8,567,000	38,000	021
7	C-745-G	FF1	039	137013	30,602	2,610	27,992	316507	0.67602	0.4505	8,583,000	39,000	021
7	C-745-G	FF1	040	136991	30,540	2,600	27,940	316508	0.67602	0.4502	8,567,000	39,000	021
7	C-745-G	FF1	041	136823	30,542	2,589	27,953	316501	0.67602	0.4449	8,571,000	38,000	021
7	C-745-G	FF1	042	136483	30,658	2,671	27,987	316200	0.67602	0.4502	8,582,000	39,000	021
7	C-745-G	FF1	043	136975	30,652	2,670	27,982	316500	0.67602	0.4458	8,580,000	38,000	021
7	C-745-G	FF1	044	136473	30,542	2,580	27,962	316200	0.67602	0.4502	8,574,000	39,000	021
7	C-745-G	FF1	045	136795	30,562	2,613	27,949	316200	0.67602	0.4502	8,570,000	39,000	021
7	C-745-G	FF1	046	136467	30,539	2,623	27,916	316200	0.67602	0.4502	8,560,000	39,000	021
7	C-745-G	FF1	047	136968	30,547	2,574	27,973	316495	0.67602	0.4493	8,578,000	39,000	021
7	C-745-G	FF1	048	136958	30,504	2,592	27,912	316200	0.67602	0.4502	8,559,000	39,000	021
7	C-745-G	FF1	049	136988	30,604	2,625	27,979	316494	0.67602	0.4512	8,579,000	39,000	021
7	C-745-G	FF1	050	136474	30,548	2,572	27,976	316200	0.67602	0.4502	8,578,000	39,000	021
7	C-745-G	FF1	051	136950	30,550	2,595	27,955	316493	0.67602	0.4485	8,572,000	38,000	021
7	C-745-G	FF1	052	136983	30,556	2,600	27,956	316496	0.67602	0.4404	8,572,000	38,000	021
7	C-745-G	FF1	053	136973	30,557	2,604	27,953	316498	0.67602	0.4438	8,571,000	38,000	021

BUSINESS PROPRIETARY INFORMATION
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UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-G	FF1	055	137059	30,570	2,616	27,954	316600	0.67602	0.4544	8,572,000	39,000	021
7	C-745-G	FF1	056	136478	30,627	2,636	27,991	316200	0.67602	0.4502	8,583,000	39,000	021
7	C-745-G	FF1	058	137073	30,533	2,606	27,927	316571	0.67602	0.4469	8,563,000	38,000	021
7	C-745-G	FF1	059	123854	30,556	2,617	27,939	316597	0.67602	0.4453	8,567,000	38,000	021
7	C-745-G	FF1	061	123975	30,580	2,630	27,950	316598	0.67602	0.4451	8,570,000	38,000	021
7	C-745-G	FF1	062	137123	30,615	2,667	27,948	316594	0.67602	0.4492	8,570,000	38,000	021
7	C-745-G	FF1	063	137094	30,537	2,570	27,967	316592	0.67602	0.4479	8,576,000	38,000	021
7	C-745-G	FF1	064	137055	30,554	2,604	27,950	316591	0.67602	0.4471	8,570,000	38,000	021
7	C-745-G	FF1	065	137083	30,550	2,621	27,929	316590	0.67602	0.4500	8,564,000	39,000	021
7	C-745-G	FF1	066	137117	30,634	2,659	27,975	316595	0.67602	0.4523	8,578,000	39,000	021
7	C-745-G	FF1	067	137067	30,545	2,610	27,935	316588	0.67602	0.4551	8,566,000	39,000	021
7	C-745-G	FF1	068	137084	30,576	2,621	27,955	316584	0.67602	0.4422	8,572,000	38,000	021
7	C-745-G	FF1	069	137096	30,476	2,572	27,904	316589	0.67602	0.4542	8,556,000	39,000	021
7	C-745-G	FF1	070	137066	30,571	2,604	27,967	316579	0.67602	0.4518	8,576,000	39,000	021
7	C-745-G	FF1	071	137095	30,536	2,585	27,951	316586	0.67602	0.4497	8,571,000	39,000	021
7	C-745-G	FF1	072	137090	30,605	2,660	27,945	316580	0.67602	0.4493	8,569,000	39,000	021
7	C-745-G	FF1	073	137088	30,550	2,585	27,965	316585	0.67602	0.4528	8,575,000	39,000	021
7	C-745-G	FF1	074	137056	30,580	2,616	27,964	316578	0.67602	0.4534	8,575,000	39,000	021
7	C-745-G	FF1	075	137085	30,530	2,598	27,932	316581	0.67602	0.4482	8,565,000	38,000	021
7	C-745-G	FF1	076	137080	30,557	2,627	27,930	316583	0.67602	0.4453	8,564,000	38,000	021
7	C-745-G	FF1	077	137082	30,519	2,613	27,906	316582	0.67602	0.4472	8,557,000	38,000	021
7	C-745-G	FF1	078	137099	30,531	2,581	27,950	316587	0.67602	0.4480	8,570,000	38,000	021
7	C-745-G	FF1	079	137064	30,580	2,600	27,980	316577	0.67602	0.4538	8,580,000	39,000	021
7	C-745-G	FF1	080	137086	30,546	2,580	27,966	316575	0.67602	0.4466	8,575,000	38,000	021
7	C-745-G	FF1	081	137069	30,580	2,610	27,970	316576	0.67602	0.4432	8,577,000	38,000	021
7	C-745-G	FF1	082	137078	30,579	2,629	27,950	316573	0.67602	0.4465	8,570,000	38,000	021
7	C-745-G	FF1	083	137065	30,565	2,610	27,955	316574	0.67602	0.4471	8,572,000	38,000	021
7	C-745-G	FF1	084	126034	30,716	2,756	27,960	316570	0.67602	0.4400	8,574,000	38,000	021
7	C-745-G	FF1	085	137068	30,530	2,598	27,932	316572	0.67602	0.4490	8,565,000	38,000	021
7	C-745-G	FF1	086	137046	30,577	2,638	27,939	316566	0.67602	0.4444	8,567,000	38,000	021
7	C-745-G	FF1	087	137050	30,570	2,609	27,961	316568	0.67602	0.4427	8,574,000	38,000	021
7	C-745-G	FF1	088	137016	30,532	2,586	27,946	316503	0.67602	0.4452	8,569,000	38,000	021
7	C-745-G	FF1	089	137054	30,571	2,631	27,940	316569	0.67602	0.4474	8,567,000	38,000	021
7	C-745-G	FF1	090	128086	30,597	2,635	27,962	316564	0.67602	0.4529	8,574,000	39,000	021
7	C-745-G	FF1	093	137058	30,529	2,607	27,922	316565	0.67602	0.4472	8,562,000	38,000	021
7	C-745-G	FF1	094	136999	30,564	2,581	27,983	316552	0.67602	0.4502	8,581,000	39,000	021
7	C-745-G	FF1	095	137038	30,566	2,612	27,954	316558	0.67602	0.4436	8,572,000	38,000	021

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 USEC CONTRACT NO. EC-SC01-12UE03133
 ENERGY NORTHWEST CONTRACT NO. 335900

UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-G	FF1	096	137028	30,509	2,616	27,893	316562	0.67602	0.4436	8,553,000	38,000	021
7	C-745-G	FF1	097	137040	30,623	2,642	27,981	316555	0.67602	0.4475	8,580,000	38,000	021
7	C-745-G	FF1	098	128196	30,586	2,633	27,953	316556	0.67602	0.4525	8,571,000	39,000	021
7	C-745-G	FF1	099	137034	30,503	2,578	27,925	316553	0.67602	0.4512	8,563,000	39,000	021
			74		2,261,625	193,259	2,068,366				634,231,000	2,848,000	
7	C-745-G	001	055	137114	30,613	2,615	27,998	316548	0.67602	0.4476	8,585,000	38,000	021
7	C-745-G	001	056	137043	30,554	2,634	27,920	316550	0.67602	0.4521	8,561,000	39,000	021
7	C-745-G	001	057	137042	30,579	2,632	27,947	316560	0.67602	0.4517	8,570,000	39,000	021
7	C-745-G	001	058	137033	30,575	2,585	27,990	316551	0.67602	0.4523	8,583,000	39,000	021
7	C-745-G	001	060	137035	30,527	2,607	27,920	316549	0.67602	0.4490	8,561,000	38,000	021
7	C-745-G	001	078	137070	30,527	2,586	27,941	316546	0.67602	0.4472	8,568,000	38,000	021
7	C-745-G	001	079	136979	30,608	2,648	27,960	316545	0.67602	0.4467	8,574,000	38,000	021
7	C-745-G	001	080	136976	30,624	2,675	27,949	316543	0.67602	0.4473	8,570,000	38,000	021
7	C-745-G	001	081	137022	30,519	2,588	27,931	316547	0.67602	0.4460	8,565,000	38,000	021
7	C-745-G	001	082	136492	30,534	2,645	27,889	316226	0.67602	0.4522	8,552,000	39,000	021
7	C-745-G	001	083	137057	30,543	2,597	27,946	316544	0.67602	0.4446	8,569,000	38,000	021
			11		336,203	28,812	307,391				94,258,000	422,000	
7	C-745-G	V02	013	123634	30,622	2,634	27,988	316200	0.67602	0.4502	8,582,000	39,000	021
7	C-745-G	V02	014	125819	30,715	2,783	27,932	316523	0.67602	0.4492	8,565,000	38,000	021
7	C-745-G	V02	015	127708	30,612	2,637	27,975	316200	0.67602	0.4502	8,578,000	39,000	021
7	C-745-G	V02	016	125786	30,659	2,729	27,930	316519	0.67602	0.4528	8,564,000	39,000	021
7	C-745-G	V02	017	127733	30,647	2,714	27,933	316470	0.67602	0.4474	8,565,000	38,000	021
7	C-745-G	V02	018	125965	30,617	2,669	27,948	316200	0.67602	0.4502	8,570,000	39,000	021
7	C-745-G	V02	019	123706	30,551	2,637	27,914	316474	0.67602	0.4503	8,559,000	39,000	021
7	C-745-G	V02	020	126439	30,591	2,627	27,964	316468	0.67602	0.4465	8,575,000	38,000	021
7	C-745-G	V02	021	125811	30,751	2,775	27,976	316472	0.67602	0.4519	8,578,000	39,000	021
7	C-745-G	V02	022	126049	30,575	2,624	27,951	316473	0.67602	0.4506	8,571,000	39,000	021
7	C-745-G	V02	029	123697	30,539	2,634	27,905	316440	0.67602	0.4552	8,557,000	39,000	021
			11		336,879	29,463	307,416				94,264,000	426,000	
			97		2,965,306	254,164	2,711,142				831,329,000	3,734,000	
7	C-745-K	Q	040	133365	30,140	2,666	27,474	147019	0.67610	0.4814	8,426,000	41,000	017
7	C-745-K	Q	042	133374	30,069	2,601	27,468	147023	0.67610	0.5193	8,424,000	44,000	017
7	C-745-K	Q	043	133377	30,070	2,609	27,461	147018	0.67610	0.5098	8,422,000	43,000	017
7	C-745-K	Q	044	133344	29,864	2,637	27,227	147020	0.67610	0.4815	8,350,000	40,000	017
7	C-745-K	Q	045	133330	30,067	2,607	27,460	147021	0.67600	0.5162	8,420,000	43,000	017
7	C-745-K	Q	046	133363	30,060	2,620	27,440	147017	0.67600	0.4518	8,414,000	38,000	017
7	C-745-K	Q	047	133340	30,055	2,559	27,496	146847	0.67605	0.5214	8,432,000	44,000	017

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UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-K	Q	048	133347	30,117	2,620	27,497	146846	0.67605	0.5259	8,432,000	44,000	017
7	C-745-K	Q	049	133318	30,048	2,605	27,443	147022	0.67610	0.5208	8,416,000	44,000	017
			9		270,490	23,524	246,966				75,736,000	381,000	
7	C-745-K	V	012	137178	30,575	2,609	27,966	316615	0.67602	0.4509	8,575,000	39,000	021
7	C-745-K	V	014	136838	30,530	2,583	27,947	316612	0.67602	0.4411	8,570,000	38,000	021
7	C-745-K	V	016	136833	30,573	2,612	27,961	316613	0.67602	0.4449	8,574,000	38,000	021
7	C-745-K	V	017	136918	30,547	2,597	27,950	316606	0.67602	0.4484	8,570,000	38,000	021
7	C-745-K	V	018	137131	30,584	2,612	27,972	316617	0.67602	0.4581	8,577,000	39,000	021
7	C-745-K	V	019	137119	30,563	2,626	27,937	316619	0.67602	0.4448	8,566,000	38,000	021
7	C-745-K	V	020	126039	30,651	2,718	27,933	316603	0.67602	0.4527	8,565,000	39,000	021
7	C-745-K	V	021	136831	30,565	2,618	27,947	316611	0.67602	0.4505	8,570,000	39,000	021
7	C-745-K	V	022	136852	30,578	2,624	27,954	316616	0.67602	0.4511	8,572,000	39,000	021
7	C-745-K	V	023	126074	30,655	2,685	27,970	316604	0.67602	0.4529	8,577,000	39,000	021
7	C-745-K	V	025	136830	30,537	2,590	27,947	316605	0.67602	0.4491	8,570,000	38,000	021
7	C-745-K	V	027	125997	30,710	2,760	27,950	316601	0.67602	0.4448	8,570,000	38,000	021
7	C-745-K	V	028	125901	30,629	2,671	27,958	316599	0.67602	0.4495	8,573,000	39,000	021
7	C-745-K	V	029	125720	30,725	2,731	27,994	316602	0.67602	0.4468	8,584,000	38,000	021
			14		428,422	37,036	391,386				120,013,000	539,000	
7	C-745-K	XX	009	134588	30,587	2,627	27,960	315833	0.67602	0.4504	8,574,000	39,000	021
7	C-745-K	XX	010	136105	30,535	2,590	27,945	315851	0.67602	0.4485	8,569,000	38,000	021
7	C-745-K	XX	011	136138	30,599	2,630	27,969	315841	0.67602	0.4505	8,576,000	39,000	021
7	C-745-K	XX	012	136085	30,583	2,623	27,960	315844	0.67602	0.4533	8,574,000	39,000	021
7	C-745-K	XX	013	134759	30,612	2,660	27,952	315818	0.67602	0.4449	8,571,000	38,000	021
7	C-745-K	XX	014	134662	30,570	2,627	27,943	315822	0.67602	0.4480	8,568,000	38,000	021
7	C-745-K	XX	015	134754	30,630	2,691	27,939	315819	0.67602	0.4486	8,567,000	38,000	021
7	C-745-K	XX	016	135168	30,515	2,577	27,938	315820	0.67602	0.4486	8,567,000	38,000	021
7	C-745-K	XX	017	136174	30,533	2,583	27,950	315806	0.67602	0.4491	8,570,000	38,000	021
7	C-745-K	XX	018	135206	30,535	2,568	27,967	315805	0.67602	0.4500	8,576,000	39,000	021
7	C-745-K	XX	021	123160	30,539	2,594	27,945	315958	0.67602	0.4482	8,569,000	38,000	021
			11		336,238	28,770	307,468				94,281,000	422,000	
			34		1,035,150	89,330	945,820				290,030,000	1,342,000	
7	C-745-T	B03	001	123352	30,510	2,608	27,902	316079	0.67602	0.4512	8,556,000	39,000	021
7	C-745-T	B03	003	124000	30,612	2,616	27,996	316080	0.67602	0.4517	8,585,000	39,000	021
7	C-745-T	B03	005	123154	30,510	2,602	27,908	316083	0.67602	0.4478	8,558,000	38,000	021
7	C-745-T	B03	006	123514	30,550	2,615	27,935	316091	0.67602	0.4529	8,566,000	39,000	021
7	C-745-T	B03	009	123417	30,564	2,600	27,964	316094	0.67602	0.4506	8,575,000	39,000	021
7	C-745-T	B03	010	125322	30,629	2,669	27,960	316084	0.67602	0.4498	8,574,000	39,000	021

BUSINESS PROPRIETARY INFORMATION
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UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MF
7	C-745-T	B03	012	126542	30,612	2,675	27,937	316085	0.67602	0.4535	8,566,000	39,000	021
7	C-745-T	B03	013	123136	30,539	2,607	27,932	316089	0.67602	0.4520	8,565,000	39,000	021
7	C-745-T	B03	015	123144	30,523	2,577	27,946	316090	0.67602	0.4514	8,569,000	39,000	021
7	C-745-T	B03	016	123968	30,559	2,636	27,923	316092	0.67602	0.4504	8,562,000	39,000	021
7	C-745-T	B03	017	123516	30,562	2,621	27,941	316098	0.67602	0.4462	8,568,000	38,000	021
7	C-745-T	B03	019	123157	30,572	2,636	27,936	316102	0.67602	0.4538	8,566,000	39,000	021
7	C-745-T	B03	023	123222	30,578	2,634	27,944	316106	0.67602	0.4530	8,569,000	39,000	021
7	C-745-T	B03	024	123558	30,550	2,620	27,930	316099	0.67602	0.4491	8,564,000	38,000	021
7	C-745-T	B03	025	123528	30,544	2,637	27,907	316109	0.67602	0.4539	8,557,000	39,000	021
7	C-745-T	B03	026	123159	30,540	2,613	27,927	316103	0.67602	0.4539	8,563,000	39,000	021
7	C-745-T	B03	027	123501	30,589	2,624	27,965	316110	0.67602	0.4523	8,575,000	39,000	021
7	C-745-T	B03	028	123459	30,448	2,568	27,880	316104	0.67602	0.4520	8,549,000	39,000	021
7	C-745-T	B03	029	123137	30,540	2,600	27,940	316108	0.67602	0.4489	8,567,000	38,000	021
7	C-745-T	B03	032	123225	30,527	2,617	27,910	316115	0.67602	0.4489	8,558,000	38,000	021
7	C-745-T	B03	033	123328	30,550	2,603	27,947	316111	0.67602	0.4511	8,570,000	39,000	021
7	C-745-T	B03	036	123535	30,538	2,598	27,940	316113	0.67602	0.4472	8,567,000	38,000	021
7	C-745-T	B03	037	123495	30,553	2,652	27,901	316118	0.67602	0.4516	8,555,000	39,000	021
7	C-745-T	B03	039	123621	30,542	2,608	27,934	316119	0.67602	0.4496	8,566,000	39,000	021
7	C-745-T	B03	045	123414	30,542	2,608	27,934	316136	0.67602	0.4498	8,566,000	39,000	021
7	C-745-T	B03	048	124007	30,536	2,625	27,911	316125	0.67602	0.4572	8,559,000	39,000	021
7	C-745-T	B03	049	123520	30,548	2,614	27,934	316145	0.67602	0.4503	8,566,000	39,000	021
7	C-745-T	B03	051	123980	30,607	2,642	27,965	316155	0.67602	0.4428	8,575,000	38,000	021
7	C-745-T	B03	052	123618	30,539	2,622	27,917	316130	0.67602	0.4578	8,560,000	39,000	021
7	C-745-T	B03	054	127746	30,631	2,652	27,979	316128	0.67602	0.4477	8,579,000	38,000	021
7	C-745-T	B03	056	123087	30,490	2,584	27,906	316129	0.67602	0.4494	8,557,000	38,000	021
7	C-745-T	B03	059	127776	30,645	2,697	27,948	316151	0.67602	0.4885	8,570,000	42,000	021
7	C-745-T	B03	060	123145	30,499	2,570	27,929	316132	0.67602	0.4523	8,564,000	39,000	021
7	C-745-T	B03	062	123517	30,565	2,620	27,945	316134	0.67602	0.4472	8,569,000	38,000	021
7	C-745-T	B03	063	136264	30,566	2,604	27,962	316158	0.67602	0.4466	8,574,000	38,000	021
7	C-745-T	B03	068	127766	30,460	2,525	27,935	316144	0.67602	0.4522	8,566,000	39,000	021
7	C-745-T	B03	074	123521	30,611	2,642	27,969	316139	0.67602	0.4520	8,576,000	39,000	021
7	C-745-T	B03	075	123957	30,570	2,623	27,947	316253	0.67602	0.4444	8,570,000	38,000	021
7	C-745-T	B03	079	127737	30,699	2,751	27,948	316252	0.67602	0.4462	8,570,000	38,000	021
7	C-745-T	B03	080	123704	30,576	2,630	27,946	316142	0.67602	0.4498	8,569,000	39,000	021
7	C-745-T	B03	081	123973	30,613	2,646	27,967	316254	0.67602	0.4390	8,576,000	38,000	021
7	C-745-T	B03	083	126245	30,574	2,663	27,911	316235	0.67602	0.4498	8,559,000	38,000	021
7	C-745-T	B03	084	123267	30,554	2,614	27,940	316141	0.67602	0.4516	8,567,000	39,000	021

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UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-T	B03	085	122899	30,571	2,606	27,965	316232	0.67602	0.4503	8,575,000	39,000	021
7	C-745-T	B03	086	122879	30,519	2,542	27,977	316237	0.67602	0.4455	8,579,000	38,000	021
7	C-745-T	B03	087	123529	30,585	2,607	27,978	316233	0.67602	0.4465	8,579,000	38,000	021
7	C-745-T	B03	088	122871	30,454	2,538	27,916	316236	0.67602	0.4491	8,560,000	38,000	021
7	C-745-T	B03	089	125784	30,598	2,649	27,949	316234	0.67602	0.4490	8,570,000	38,000	021
7	C-745-T	B03	090	125726	30,695	2,746	27,949	316238	0.67602	0.4475	8,570,000	38,000	021
7	C-745-T	B03	092	127778	30,616	2,728	27,888	316229	0.67602	0.4510	8,551,000	39,000	021
7	C-745-T	B03	093	124041	30,583	2,623	27,960	316211	0.67602	0.4511	8,574,000	39,000	021
7	C-745-T	B03	094	123498	30,598	2,640	27,958	316156	0.67602	0.4498	8,573,000	39,000	021
7	C-745-T	B03	095	126407	30,595	2,595	28,000	316266	0.67602	0.4505	8,586,000	39,000	021
7	C-745-T	B03	096	126725	30,516	2,518	27,998	316213	0.67602	0.4488	8,585,000	39,000	021
			54		1,650,396	141,560	1,508,836				462,664,000	2,089,000	
7	C-745-T	B04	003	136611	30,497	2,577	27,920	316273	0.67602	0.4370	8,561,000	37,000	021
7	C-745-T	B04	004	136595	30,569	2,610	27,959	316271	0.67602	0.4561	8,573,000	39,000	021
7	C-745-T	B04	005	136561	30,579	2,630	27,949	316270	0.67602	0.4547	8,570,000	39,000	021
7	C-745-T	B04	006	136601	30,564	2,632	27,932	316267	0.67602	0.4552	8,565,000	39,000	021
7	C-745-T	B04	008	136600	30,548	2,590	27,958	316269	0.67602	0.4611	8,573,000	40,000	021
7	C-745-T	B04	010	136606	30,532	2,605	27,927	316265	0.67602	0.4493	8,563,000	38,000	021
7	C-745-T	B04	011	136603	30,559	2,600	27,959	316273	0.67602	0.4370	8,573,000	37,000	021
7	C-745-T	B04	012	136602	30,570	2,632	27,938	316268	0.67602	0.4613	8,567,000	40,000	021
7	C-745-T	B04	014	136598	30,551	2,600	27,951	316262	0.67602	0.4490	8,571,000	38,000	021
7	C-745-T	B04	015	136380	30,548	2,590	27,958	316263	0.67602	0.4639	8,573,000	40,000	021
7	C-745-T	B04	016	136545	30,554	2,584	27,970	316260	0.67602	0.4450	8,577,000	38,000	021
7	C-745-T	B04	017	136532	30,540	2,615	27,925	316259	0.67602	0.4441	8,563,000	38,000	021
7	C-745-T	B04	018	136562	30,563	2,627	27,936	316264	0.67602	0.4575	8,566,000	39,000	021
7	C-745-T	B04	019	136569	30,507	2,600	27,907	316256	0.67602	0.4474	8,557,000	38,000	021
7	C-745-T	B04	020	136445	30,550	2,576	27,974	316261	0.67602	0.4458	8,578,000	38,000	021
7	C-745-T	B04	021	136497	30,550	2,582	27,968	316246	0.67602	0.4481	8,576,000	38,000	021
7	C-745-T	B04	022	136557	30,542	2,583	27,959	316255	0.67602	0.4454	8,573,000	38,000	021
7	C-745-T	B04	023	136521	30,573	2,618	27,955	316258	0.67602	0.4477	8,572,000	38,000	021
7	C-745-T	B04	024	136346	30,513	2,611	27,902	316242	0.67602	0.4498	8,556,000	38,000	021
7	C-745-T	B04	025	136412	30,530	2,595	27,935	316240	0.67602	0.4549	8,566,000	39,000	021
7	C-745-T	B04	026	136400	30,598	2,665	27,933	316248	0.67602	0.4574	8,565,000	39,000	021
7	C-745-T	B04	027	136349	30,619	2,674	27,945	316250	0.67602	0.4482	8,569,000	38,000	021
7	C-745-T	B04	028	136363	30,598	2,619	27,979	316243	0.67602	0.4556	8,579,000	39,000	021
7	C-745-T	B04	029	136347	30,595	2,674	27,921	316239	0.67602	0.4522	8,562,000	39,000	021
7	C-745-T	B04	030	136450	30,560	2,610	27,950	316244	0.67602	0.4570	8,570,000	39,000	021

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UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-T	B04	031	136360	30,564	2,602	27,962	316249	0.67602	0.4469	8,574,000	38,000	021
7	C-745-T	B04	032	136556	30,542	2,613	27,939	316251	0.67602	0.4509	8,567,000	39,000	021
7	C-745-T	B04	033	136507	30,503	2,613	27,890	316241	0.67602	0.4542	8,552,000	39,000	021
7	C-745-T	B04	034	136364	30,624	2,684	27,940	316245	0.67602	0.4477	8,567,000	38,000	021
7	C-745-T	B04	035	136447	30,537	2,575	27,962	316225	0.67602	0.4488	8,574,000	38,000	021
7	C-745-T	B04	036	136530	30,564	2,613	27,951	316247	0.67602	0.4557	8,571,000	39,000	021
7	C-745-T	B04	037	136453	30,589	2,607	27,982	316227	0.67602	0.4579	8,580,000	39,000	021
7	C-745-T	B04	038	136358	30,480	2,579	27,901	316231	0.67602	0.4498	8,555,000	38,000	021
7	C-745-T	B04	039	136348	30,503	2,609	27,894	316230	0.67602	0.4525	8,553,000	39,000	021
7	C-745-T	B04	040	136502	30,578	2,591	27,987	316222	0.67602	0.4448	8,582,000	38,000	021
7	C-745-T	B04	041	136402	30,618	2,659	27,959	316206	0.67602	0.4499	8,573,000	39,000	021
7	C-745-T	B04	042	136475	30,593	2,600	27,993	316223	0.67602	0.4475	8,584,000	38,000	021
7	C-745-T	B04	043	136266	30,533	2,601	27,932	316204	0.67602	0.4494	8,565,000	38,000	021
7	C-745-T	B04	044	136444	30,515	2,581	27,934	316205	0.67602	0.4468	8,566,000	38,000	021
7	C-745-T	B04	045	136457	30,542	2,587	27,955	316228	0.67602	0.4528	8,572,000	39,000	021
7	C-745-T	B04	046	136487	30,624	2,643	27,981	316221	0.67602	0.4489	8,580,000	39,000	021
7	C-745-T	B04	047	136481	30,596	2,616	27,980	316220	0.67602	0.4472	8,580,000	38,000	021
7	C-745-T	B04	048	136465	30,583	2,623	27,960	316216	0.67602	0.4464	8,574,000	38,000	021
7	C-745-T	B04	049	136479	30,629	2,650	27,979	316224	0.67602	0.4476	8,579,000	38,000	021
7	C-745-T	B04	050	136452	30,574	2,609	27,965	316218	0.67602	0.4458	8,575,000	38,000	021
7	C-745-T	B04	051	136462	30,633	2,668	27,965	316217	0.67602	0.4461	8,575,000	38,000	021
7	C-745-T	B04	052	136417	30,556	2,598	27,958	316207	0.67602	0.4487	8,573,000	38,000	021
7	C-745-T	B04	053	136469	30,584	2,624	27,960	316219	0.67602	0.4494	8,574,000	39,000	021
7	C-745-T	B04	054	136309	30,585	2,603	27,982	316214	0.67602	0.4451	8,580,000	38,000	021
7	C-745-T	B04	055	136353	30,567	2,601	27,966	316201	0.67602	0.4479	8,575,000	38,000	021
7	C-745-T	B04	056	136330	30,570	2,623	27,947	316215	0.67602	0.4422	8,570,000	38,000	021
7	C-745-T	B04	057	136489	30,568	2,604	27,964	316203	0.67602	0.4533	8,575,000	39,000	021
7	C-745-T	B04	058	136419	30,521	2,588	27,933	316208	0.67602	0.4468	8,565,000	38,000	021
7	C-745-T	B04	059	136410	30,523	2,595	27,928	316198	0.67602	0.4524	8,564,000	39,000	021
7	C-745-T	B04	060	136440	30,571	2,587	27,984	316210	0.67602	0.4451	8,581,000	38,000	021
7	C-745-T	B04	061	136362	30,570	2,634	27,936	316199	0.67602	0.4525	8,566,000	39,000	021
7	C-745-T	B04	062	136439	30,569	2,605	27,964	316209	0.67602	0.4445	8,575,000	38,000	021
7	C-745-T	B04	063	136471	30,512	2,578	27,934	316197	0.67602	0.4507	8,566,000	39,000	021
7	C-745-T	B04	064	136494	30,595	2,647	27,948	316202	0.67602	0.4551	8,570,000	39,000	021
7	C-745-T	B04	065	136460	30,523	2,575	27,948	316200	0.67602	0.4502	8,570,000	39,000	021
7	C-745-T	B04	066	136426	30,511	2,596	27,915	316195	0.67602	0.4491	8,560,000	38,000	021
7	C-745-T	B04	067	136482	30,583	2,639	27,944	316196	0.67602	0.4503	8,569,000	39,000	021

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UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-T	B04	068	136332	30,549	2,605	27,944	316184	0.67602	0.4501	8,569,000	39,000	021
7	C-745-T	B04	069	136441	30,548	2,588	27,960	316191	0.67602	0.4509	8,574,000	39,000	021
7	C-745-T	B04	070	136359	30,540	2,600	27,940	316181	0.67602	0.4535	8,567,000	39,000	021
7	C-745-T	B04	071	136458	30,540	2,604	27,936	316193	0.67602	0.4562	8,566,000	39,000	021
7	C-745-T	B04	072	136334	30,593	2,601	27,992	316178	0.67602	0.4492	8,583,000	39,000	021
7	C-745-T	B04	073	136438	30,548	2,582	27,966	316194	0.67602	0.4523	8,575,000	39,000	021
7	C-745-T	B04	074	136374	30,521	2,584	27,937	316177	0.67602	0.4530	8,566,000	39,000	021
7	C-745-T	B04	075	136295	30,532	2,597	27,935	316192	0.67602	0.4540	8,566,000	39,000	021
7	C-745-T	B04	076	136409	30,530	2,585	27,945	316165	0.67602	0.4495	8,569,000	39,000	021
7	C-745-T	B04	077	136434	30,576	2,615	27,961	316185	0.67602	0.4574	8,574,000	39,000	021
7	C-745-T	B04	078	136401	30,590	2,593	27,997	316164	0.67602	0.4489	8,585,000	39,000	021
7	C-745-T	B04	079	136414	30,532	2,594	27,938	316189	0.67602	0.4568	8,567,000	39,000	021
7	C-745-T	B04	080	136337	30,538	2,597	27,941	316174	0.67602	0.4551	8,568,000	39,000	021
7	C-745-T	B04	081	136428	30,582	2,597	27,985	316188	0.67602	0.4538	8,581,000	39,000	021
7	C-745-T	B04	082	136377	30,542	2,605	27,937	316167	0.67602	0.4490	8,566,000	38,000	021
7	C-745-T	B04	083	136422	30,524	2,570	27,954	316186	0.67602	0.4592	8,572,000	39,000	021
7	C-745-T	B04	084	136404	30,597	2,625	27,972	316168	0.67602	0.4554	8,577,000	39,000	021
7	C-745-T	B04	085	136344	30,497	2,595	27,902	316190	0.67602	0.4555	8,556,000	39,000	021
7	C-745-T	B04	086	136304	30,573	2,619	27,954	316179	0.67602	0.4524	8,572,000	39,000	021
7	C-745-T	B04	087	136290	30,562	2,612	27,950	316180	0.67602	0.4544	8,570,000	39,000	021
7	C-745-T	B04	088	136329	30,571	2,638	27,933	316173	0.67602	0.4513	8,565,000	39,000	021
7	C-745-T	B04	089	136310	30,549	2,583	27,966	316182	0.67602	0.4492	8,575,000	39,000	021
7	C-745-T	B04	090	136397	30,540	2,617	27,923	316166	0.67602	0.4490	8,562,000	38,000	021
7	C-745-T	B04	091	136383	30,599	2,612	27,987	316183	0.67602	0.4412	8,582,000	38,000	021
7	C-745-T	B04	092	136323	30,532	2,600	27,932	316160	0.67602	0.4434	8,565,000	38,000	021
7	C-745-T	B04	093	136294	30,535	2,623	27,912	316170	0.67602	0.4458	8,559,000	38,000	021
7	C-745-T	B04	094	136259	30,544	2,611	27,933	316161	0.67602	0.4417	8,565,000	38,000	021
7	C-745-T	B04	095	136333	30,541	2,597	27,944	316169	0.67602	0.4519	8,569,000	39,000	021
7	C-745-T	B04	096	136379	30,554	2,617	27,937	316162	0.67602	0.4470	8,566,000	38,000	021
7	C-745-T	B04	097	136343	30,553	2,608	27,945	316175	0.67602	0.4574	8,569,000	39,000	021
7	C-745-T	B04	098	136388	30,592	2,597	27,995	316163	0.67602	0.4476	8,584,000	38,000	021
7	C-745-T	B04	099	136327	30,530	2,638	27,892	316171	0.67602	0.4490	8,553,000	38,000	021
7	C-745-T	B04	100	136276	30,556	2,603	27,953	316159	0.67602	0.4462	8,571,000	38,000	021
7	C-745-T	B04	101	136257	30,588	2,590	27,998	316172	0.67602	0.4483	8,585,000	38,000	021
			96		2,933,539	250,411	2,683,128				822,742,000	3,700,000	
7	C-745-T	C03	003	136070	30,496	2,549	27,947	315695	0.67602	0.4508	8,570,000	39,000	021
7	C-745-T	C03	004	135621	30,516	2,557	27,959	315673	0.67602	0.4399	8,573,000	38,000	021

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UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-T	C03	005	136093	30,600	2,640	27,960	315735	0.67602	0.4493	8,574,000	39,000	021
7	C-745-T	C03	006	136069	30,466	2,601	27,865	315721	0.67602	0.4495	8,544,000	38,000	021
7	C-745-T	C03	007	136081	30,436	2,523	27,913	315752	0.67602	0.4558	8,559,000	39,000	021
7	C-745-T	C03	008	136086	30,480	2,534	27,946	315738	0.67602	0.4493	8,569,000	39,000	021
7	C-745-T	C03	009	136148	30,538	2,576	27,962	315759	0.67602	0.4489	8,574,000	38,000	021
7	C-745-T	C03	010	136145	30,460	2,537	27,923	315753	0.67602	0.4564	8,562,000	39,000	021
7	C-745-T	C03	011	136127	30,526	2,536	27,990	315771	0.67602	0.4465	8,583,000	38,000	021
7	C-745-T	C03	012	136171	30,544	2,609	27,935	315763	0.67602	0.4510	8,566,000	39,000	021
7	C-745-T	C03	013	136162	30,535	2,587	27,948	315788	0.67602	0.4493	8,570,000	39,000	021
7	C-745-T	C03	014	135117	30,464	2,569	27,895	316013	0.67602	0.4455	8,554,000	38,000	021
7	C-745-T	C03	015	126598	30,526	2,586	27,940	315979	0.67602	0.4519	8,567,000	39,000	021
7	C-745-T	C03	017	126721	30,529	2,630	27,899	315983	0.67602	0.4490	8,555,000	38,000	021
7	C-745-T	C03	019	123204	30,561	2,623	27,938	315978	0.67602	0.4493	8,567,000	38,000	021
7	C-745-T	C03	023	123523	30,514	2,611	27,903	315981	0.67602	0.4462	8,556,000	38,000	021
7	C-745-T	C03	025	123147	30,522	2,593	27,929	315996	0.67602	0.4501	8,564,000	39,000	021
7	C-745-T	C03	027	123531	30,536	2,629	27,907	316002	0.67602	0.4475	8,557,000	38,000	021
7	C-745-T	C03	031	123143	30,516	2,613	27,903	316003	0.67602	0.4503	8,556,000	39,000	021
7	C-745-T	C03	033	123168	30,523	2,601	27,922	316000	0.67602	0.4499	8,562,000	39,000	021
7	C-745-T	C03	035	123526	30,619	2,654	27,965	316011	0.67602	0.4451	8,575,000	38,000	021
7	C-745-T	C03	037	123515	30,536	2,610	27,926	316015	0.67602	0.4452	8,563,000	38,000	021
7	C-745-T	C03	039	126482	30,534	2,583	27,951	316017	0.67602	0.4523	8,571,000	39,000	021
7	C-745-T	C03	041	123152	30,465	2,565	27,900	316016	0.67602	0.4471	8,555,000	38,000	021
7	C-745-T	C03	043	123215	30,541	2,616	27,925	316009	0.67602	0.4485	8,563,000	38,000	021
7	C-745-T	C03	045	123280	30,525	2,616	27,909	316020	0.67602	0.4517	8,558,000	39,000	021
7	C-745-T	C03	046	123133	30,561	2,635	27,926	316019	0.67602	0.4551	8,563,000	39,000	021
7	C-745-T	C03	047	123383	30,529	2,610	27,919	315962	0.67602	0.4526	8,561,000	39,000	021
7	C-745-T	C03	048	123262	30,472	2,565	27,907	316012	0.67602	0.4482	8,557,000	38,000	021
7	C-745-T	C03	055	123167	30,563	2,610	27,953	316030	0.67602	0.4506	8,571,000	39,000	021
7	C-745-T	C03	057	123166	30,560	2,592	27,968	316031	0.67602	0.4497	8,576,000	39,000	021
7	C-745-T	C03	059	123149	30,513	2,606	27,907	316000	0.67602	0.4499	8,557,000	38,000	021
7	C-745-T	C03	062	123171	30,506	2,594	27,912	316026	0.67602	0.4501	8,559,000	39,000	021
7	C-745-T	C03	063	123156	30,531	2,602	27,929	316035	0.67602	0.4493	8,564,000	38,000	021
7	C-745-T	C03	066	123522	30,563	2,633	27,930	316027	0.67602	0.4426	8,564,000	38,000	021
7	C-745-T	C03	067	123251	30,547	2,594	27,953	316038	0.67602	0.4591	8,571,000	39,000	021
7	C-745-T	C03	068	126546	30,476	2,504	27,972	316025	0.67602	0.4512	8,577,000	39,000	021
7	C-745-T	C03	069	126348	30,582	2,630	27,952	316047	0.67602	0.4470	8,571,000	38,000	021
7	C-745-T	C03	071	123138	30,528	2,591	27,937	316039	0.67602	0.4813	8,566,000	41,000	021

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UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-T	D03	072	123497	30,570	2,631	27,939	316033	0.67602	0.4546	8,567,000	39,000	021
7	C-745-T	D03	074	123281	30,559	2,611	27,948	316045	0.67602	0.4528	8,570,000	39,000	021
7	C-745-T	D03	075	123560	30,536	2,615	27,921	316051	0.67602	0.4535	8,562,000	39,000	021
7	C-745-T	D03	076	126556	30,585	2,645	27,940	316046	0.67602	0.4512	8,567,000	39,000	021
7	C-745-T	D03	079	123175	30,565	2,630	27,935	316053	0.67602	0.4473	8,566,000	38,000	021
7	C-745-T	D03	085	125389	30,702	2,794	27,908	316057	0.67602	0.4508	8,558,000	39,000	021
7	C-745-T	D03	086	123492	30,565	2,624	27,941	316048	0.67602	0.4498	8,568,000	39,000	021
7	C-745-T	D03	088	123103	30,456	2,550	27,906	316050	0.67602	0.4536	8,557,000	39,000	021
7	C-745-T	D03	093	123496	30,449	2,627	27,822	316069	0.67602	0.4530	8,531,000	39,000	021
7	C-745-T	D03	094	123178	30,587	2,590	27,997	316061	0.67602	0.4531	8,585,000	39,000	021
7	C-745-T	D03	099	123580	30,579	2,623	27,956	316068	0.67602	0.4536	8,572,000	39,000	021
7	C-745-T	D03	100	123576	30,590	2,650	27,940	316070	0.67602	0.4510	8,567,000	39,000	021
7	C-745-T	D03	101	123555	30,604	2,647	27,957	316075	0.67602	0.4516	8,573,000	39,000	021
7	C-745-T	D03	102	123179	30,525	2,616	27,909	316065	0.67602	0.4540	8,558,000	39,000	021
7	C-745-T	D03	103	123200	30,595	2,602	27,993	316078	0.67602	0.4502	8,584,000	39,000	021
7	C-745-T	D03	106	123404	30,573	2,598	27,975	316074	0.67602	0.4514	8,578,000	39,000	021
7	C-745-T	D03	107	123509	30,586	2,648	27,938	316072	0.67602	0.4524	8,567,000	39,000	021
			56		1,710,065	145,815	1,564,250				479,654,000	2,167,000	
7	C-745-T	D03	027	126487	30,613	2,637	27,976	315881	0.67602	0.4492	8,578,000	39,000	021
7	C-745-T	D03	029	126616	30,591	2,629	27,962	315879	0.67602	0.4537	8,574,000	39,000	021
7	C-745-T	D03	030	126524	30,652	2,695	27,957	315882	0.67602	0.4488	8,573,000	38,000	021
7	C-745-T	D03	031	125409	30,768	2,846	27,922	315884	0.67602	0.4458	8,562,000	38,000	021
7	C-745-T	D03	032	126454	30,519	2,561	27,958	315878	0.67602	0.4540	8,573,000	39,000	021
7	C-745-T	D03	033	126453	30,565	2,603	27,962	315891	0.67602	0.4481	8,574,000	38,000	021
7	C-745-T	D03	034	126506	30,520	2,575	27,945	315883	0.67602	0.4470	8,569,000	38,000	021
7	C-745-T	D03	035	126367	30,543	2,600	27,943	315892	0.67602	0.4536	8,568,000	39,000	021
7	C-745-T	D03	036	125698	30,641	2,684	27,957	315904	0.67602	0.4523	8,573,000	39,000	021
7	C-745-T	D03	037	126457	30,632	2,719	27,913	315895	0.67602	0.4546	8,559,000	39,000	021
7	C-745-T	D03	038	126461	30,572	2,643	27,929	315902	0.67602	0.4494	8,564,000	38,000	021
7	C-745-T	D03	039	126445	30,647	2,678	27,969	315905	0.67602	0.4536	8,576,000	39,000	021
7	C-745-T	D03	040	126498	30,513	2,586	27,927	315903	0.67602	0.4504	8,563,000	39,000	021
7	C-745-T	D03	041	126421	30,502	2,578	27,924	315897	0.67602	0.4492	8,563,000	38,000	021
7	C-745-T	D03	042	126308	30,621	2,663	27,958	315896	0.67602	0.4505	8,573,000	39,000	021
7	C-745-T	D03	043	126416	30,577	2,606	27,971	315907	0.67602	0.4512	8,577,000	39,000	021
7	C-745-T	D03	044	126272	30,684	2,754	27,930	315906	0.67602	0.4537	8,564,000	39,000	021
7	C-745-T	D03	045	126603	30,512	2,599	27,913	315894	0.67602	0.4563	8,559,000	39,000	021
7	C-745-T	D03	046	126522	30,511	2,609	27,902	315901	0.67602	0.4480	8,556,000	38,000	021

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UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-T	D03	047	126152	30,640	2,719	27,921	315899	0.67602	0.4504	8,562,000	39,000	021
7	C-745-T	D03	048	126529	30,454	2,536	27,918	315898	0.67602	0.4475	8,561,000	38,000	021
7	C-745-T	D03	049	126414	30,632	2,694	27,938	315893	0.67602	0.4543	8,567,000	39,000	021
7	C-745-T	D03	051	123623	30,637	2,637	28,000	315913	0.67602	0.4462	8,586,000	38,000	021
7	C-745-T	D03	052	123210	30,569	2,630	27,939	315908	0.67602	0.4479	8,567,000	38,000	021
7	C-745-T	D03	053	123595	30,592	2,632	27,960	315910	0.67602	0.4487	8,574,000	38,000	021
7	C-745-T	D03	054	123275	30,563	2,630	27,933	315900	0.67602	0.4521	8,565,000	39,000	021
7	C-745-T	D03	055	123165	30,547	2,595	27,952	315912	0.67602	0.4477	8,571,000	38,000	021
7	C-745-T	D03	056	123195	30,544	2,596	27,948	315914	0.67602	0.4471	8,570,000	38,000	021
7	C-745-T	D03	057	123285	30,511	2,595	27,916	315918	0.67602	0.4492	8,560,000	38,000	021
7	C-745-T	D03	058	126418	30,576	2,645	27,931	315911	0.67602	0.4480	8,565,000	38,000	021
7	C-745-T	D03	059	126523	30,593	2,666	27,927	315915	0.67602	0.4510	8,563,000	39,000	021
7	C-745-T	D03	060	123362	30,530	2,598	27,932	315917	0.67602	0.4490	8,565,000	38,000	021
7	C-745-T	D03	061	123227	30,544	2,596	27,948	315929	0.67602	0.4509	8,570,000	39,000	021
7	C-745-T	D03	062	123146	30,584	2,604	27,980	315916	0.67602	0.4499	8,580,000	39,000	021
7	C-745-T	D03	063	123172	30,536	2,595	27,941	315924	0.67602	0.4478	8,568,000	38,000	021
7	C-745-T	D03	064	126582	30,562	2,646	27,916	315926	0.67602	0.4496	8,560,000	38,000	021
7	C-745-T	D03	065	123177	30,558	2,612	27,946	315925	0.67602	0.4494	8,569,000	39,000	021
7	C-745-T	D03	066	123140	30,537	2,597	27,940	315932	0.67602	0.4478	8,567,000	38,000	021
7	C-745-T	D03	067	123596	30,599	2,641	27,958	315919	0.67602	0.4486	8,573,000	38,000	021
7	C-745-T	D03	068	126378	30,586	2,662	27,924	315923	0.67602	0.4484	8,563,000	38,000	021
7	C-745-T	D03	069	126410	30,572	2,634	27,938	315922	0.67602	0.4490	8,567,000	38,000	021
7	C-745-T	D03	070	123205	30,550	2,600	27,950	315927	0.67602	0.4505	8,570,000	39,000	021
7	C-745-T	D03	072	123130	30,520	2,576	27,944	315928	0.67602	0.4506	8,569,000	39,000	021
7	C-745-T	D03	073	126155	30,606	2,673	27,933	315920	0.67602	0.4506	8,565,000	39,000	021
7	C-745-T	D03	074	126649	30,606	2,662	27,944	315931	0.67602	0.4484	8,569,000	38,000	021
7	C-745-T	D03	075	123505	30,577	2,627	27,950	315935	0.67602	0.4496	8,570,000	39,000	021
7	C-745-T	D03	076	123539	30,604	2,638	27,966	315936	0.67602	0.4499	8,575,000	39,000	021
7	C-745-T	D03	077	123486	30,588	2,645	27,943	315937	0.67602	0.4513	8,568,000	39,000	021
7	C-745-T	D03	078	123493	30,579	2,644	27,935	315943	0.67602	0.4503	8,566,000	39,000	021
7	C-745-T	D03	079	123410	30,583	2,635	27,948	315933	0.67602	0.4480	8,570,000	38,000	021
7	C-745-T	D03	081	125861	30,675	2,746	27,929	315938	0.67602	0.4486	8,564,000	38,000	021
7	C-745-T	D03	082	123155	30,595	2,604	27,991	315940	0.67602	0.4495	8,583,000	39,000	021
7	C-745-T	D03	083	125348	30,697	2,760	27,937	315942	0.67602	0.4512	8,566,000	39,000	021
7	C-745-T	D03	084	123387	30,540	2,600	27,940	315941	0.67602	0.4519	8,567,000	39,000	021
7	C-745-T	D03	085	126401	30,563	2,591	27,972	315946	0.67602	0.4504	8,577,000	39,000	021
7	C-745-T	D03	086	123163	30,540	2,584	27,956	315939	0.67602	0.4471	8,572,000	38,000	021

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UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-T	D03	087	123134	30,554	2,602	27,952	315947	0.67602	0.4500	8,571,000	39,000	021
7	C-745-T	D03	088	126516	30,552	2,562	27,990	315944	0.67602	0.4501	8,583,000	39,000	021
7	C-745-T	D03	089	123131	30,557	2,607	27,950	315960	0.67602	0.4512	8,570,000	39,000	021
7	C-745-T	D03	090	123279	30,570	2,620	27,950	315945	0.67602	0.4501	8,570,000	39,000	021
7	C-745-T	D03	091	126531	30,596	2,684	27,912	315954	0.67602	0.4451	8,559,000	38,000	021
7	C-745-T	D03	092	126521	30,542	2,576	27,966	315949	0.67602	0.4469	8,575,000	38,000	021
7	C-745-T	D03	093	126389	30,580	2,622	27,958	315957	0.67602	0.4488	8,573,000	38,000	021
7	C-745-T	D03	095	135639	30,517	2,554	27,963	315657	0.67602	0.4537	8,574,000	39,000	021
7	C-745-T	D03	096	135664	30,519	2,542	27,977	315645	0.67602	0.4534	8,579,000	39,000	021
7	C-745-T	D03	098	135205	30,514	2,604	27,910	315241	0.67602	0.4513	8,558,000	39,000	021
7	C-745-T	D03	099	135812	30,570	2,615	27,955	315623	0.67602	0.4569	8,572,000	39,000	021
7	C-745-T	D03	100	135037	30,533	2,605	27,928	315274	0.67602	0.4482	8,564,000	38,000	021
7	C-745-T	D03	101	135100	30,563	2,585	27,978	315246	0.67602	0.4508	8,579,000	39,000	021
7	C-745-T	D03	102	136082	30,464	2,510	27,954	315858	0.67602	0.4467	8,572,000	38,000	021
7	C-745-T	D03	103	134798	30,593	2,647	27,946	315283	0.67602	0.4511	8,569,000	39,000	021
			71		2,170,696	186,545	1,984,151				608,410,000	2,738,000	
7	C-745-T	E03	059	126468	30,604	2,644	27,960	315251	0.67602	0.4508	8,574,000	39,000	021
7	C-745-T	E03	060	126865	30,597	2,618	27,979	315233	0.67602	0.4474	8,579,000	38,000	021
7	C-745-T	E03	061	126593	30,589	2,641	27,948	315267	0.67602	0.4505	8,570,000	39,000	021
7	C-745-T	E03	062	126697	30,571	2,640	27,931	315254	0.67602	0.4500	8,565,000	39,000	021
7	C-745-T	E03	063	126669	30,578	2,637	27,941	315291	0.67602	0.4516	8,568,000	39,000	021
7	C-745-T	E03	064	126866	30,633	2,670	27,963	315287	0.67602	0.4505	8,574,000	39,000	021
7	C-745-T	E03	065	125396	30,643	2,728	27,915	315306	0.67602	0.4492	8,560,000	38,000	021
7	C-745-T	E03	066	125849	30,703	2,769	27,934	315300	0.67602	0.4512	8,566,000	39,000	021
7	C-745-T	E03	067	126785	30,554	2,591	27,943	315304	0.67602	0.4500	8,568,000	39,000	021
7	C-745-T	E03	068	125406	30,663	2,744	27,919	315305	0.67602	0.4497	8,561,000	38,000	021
7	C-745-T	E03	069	123219	30,570	2,630	27,940	315314	0.67602	0.4511	8,567,000	39,000	021
7	C-745-T	E03	070	125434	30,729	2,769	27,960	315310	0.67602	0.4463	8,574,000	38,000	021
7	C-745-T	E03	071	126814	30,647	2,687	27,960	315328	0.67602	0.4533	8,574,000	39,000	021
7	C-745-T	E03	072	126622	30,514	2,756	27,758	315290	0.67602	0.4512	8,512,000	38,000	021
7	C-745-T	E03	073	125306	30,570	2,623	27,947	315325	0.67602	0.4525	8,570,000	39,000	021
7	C-745-T	E03	074	125425	30,760	2,814	27,946	315327	0.67602	0.4542	8,569,000	39,000	021
7	C-745-T	E03	075	125422	30,670	2,745	27,925	315334	0.67602	0.4501	8,563,000	39,000	021
7	C-745-T	E03	076	125395	30,805	2,829	27,976	315330	0.67602	0.4516	8,578,000	39,000	021
7	C-745-T	E03	077	126681	30,600	2,615	27,985	315359	0.67602	0.4436	8,581,000	38,000	021
7	C-745-T	E03	078	134236	30,622	2,675	27,947	315349	0.67602	0.4486	8,570,000	38,000	021
7	C-745-T	E03	079	134672	30,570	2,659	27,911	315252	0.67602	0.4454	8,559,000	38,000	021

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UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-T	E03	080	125402	30,720	2,771	27,949	315338	0.67602	0.4520	8,570,000	39,000	021
7	C-745-T	E03	081	126611	30,545	2,575	27,970	315372	0.67602	0.4497	8,577,000	39,000	021
			23		704,437	61,830	642,607				197,049,000	889,000	
7	C-745-T	H02	088	136077	30,460	2,522	27,938	315872	0.67602	0.4540	8,567,000	39,000	021
7	C-745-T	H02	090	136103	30,469	2,524	27,945	315869	0.67602	0.4454	8,569,000	38,000	021
7	C-745-T	H02	091	135711	30,544	2,614	27,930	315704	0.67602	0.4503	8,564,000	39,000	021
7	C-745-T	H02	092	135065	30,564	2,617	27,947	315170	0.67602	0.4497	8,570,000	39,000	021
7	C-745-T	H02	093	136084	30,532	2,583	27,949	315862	0.67602	0.4473	8,570,000	38,000	021
7	C-745-T	H02	094	134861	30,587	2,654	27,933	315085	0.67602	0.4502	8,565,000	39,000	021
7	C-745-T	H02	095	134201	30,552	2,611	27,941	315312	0.67602	0.4474	8,568,000	38,000	021
7	C-745-T	H02	097	135047	30,583	2,620	27,963	315288	0.67602	0.4516	8,574,000	39,000	021
7	C-745-T	H02	099	134862	30,598	2,609	27,989	315074	0.67602	0.4489	8,582,000	39,000	021
			9		274,889	23,354	251,535				77,129,000	348,000	
7	C-745-T	101	045	135063	30,526	2,584	27,942	315289	0.67602	0.4523	8,568,000	39,000	021
			1		30,526	2,584	27,942				8,568,000	39,000	
7	C-745-T	104	006	125415	30,611	2,756	27,855	315308	0.67602	0.4447	8,541,000	38,000	021
7	C-745-T	104	011	134690	30,581	2,651	27,930	315102	0.67602	0.4543	8,564,000	39,000	021
7	C-745-T	104	013	134964	30,623	2,670	27,953	315111	0.67602	0.4496	8,571,000	39,000	021
7	C-745-T	104	014	134984	30,642	2,702	27,940	315104	0.67602	0.4501	8,567,000	39,000	021
7	C-745-T	104	015	134851	30,604	2,662	27,942	315116	0.67602	0.4496	8,568,000	39,000	021
7	C-745-T	104	016	134967	30,550	2,625	27,925	315103	0.67602	0.4484	8,563,000	38,000	021
7	C-745-T	104	017	134941	30,632	2,695	27,937	315112	0.67602	0.4496	8,566,000	39,000	021
7	C-745-T	104	018	134882	30,531	2,616	27,915	315105	0.67602	0.4515	8,560,000	39,000	021
7	C-745-T	104	019	134792	30,678	2,735	27,943	315113	0.67602	0.4492	8,568,000	38,000	021
7	C-745-T	104	020	134854	30,618	2,668	27,950	315107	0.67602	0.4505	8,570,000	39,000	021
7	C-745-T	104	021	134993	30,567	2,640	27,927	315115	0.67602	0.4511	8,563,000	39,000	021
7	C-745-T	104	022	134971	30,585	2,641	27,944	315106	0.67602	0.4535	8,569,000	39,000	021
7	C-745-T	104	023	135003	30,585	2,665	27,920	315114	0.67602	0.4505	8,561,000	39,000	021
7	C-745-T	104	024	135013	30,596	2,629	27,967	315109	0.67602	0.4492	8,576,000	39,000	021
7	C-745-T	104	025	134852	30,648	2,686	27,962	315117	0.67602	0.4491	8,574,000	39,000	021
7	C-745-T	104	026	134955	30,661	2,686	27,975	315108	0.67602	0.4462	8,578,000	38,000	021
7	C-745-T	104	027	134969	30,575	2,661	27,914	315119	0.67602	0.4501	8,559,000	39,000	021
7	C-745-T	104	028	134845	30,669	2,705	27,964	315110	0.67602	0.4497	8,575,000	39,000	021
7	C-745-T	104	029	134961	30,600	2,666	27,934	315118	0.67602	0.4498	8,566,000	39,000	021
7	C-745-T	104	030	134885	30,610	2,650	27,960	315120	0.67602	0.4519	8,574,000	39,000	021
7	C-745-T	104	031	134944	30,619	2,677	27,942	315122	0.67602	0.4458	8,568,000	38,000	021
7	C-745-T	104	032	134999	30,601	2,672	27,929	315121	0.67602	0.4529	8,564,000	39,000	021

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UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-T	104	033	134970	30,530	2,639	27,891	315125	0.67602	0.4496	8,552,000	38,000	021
7	C-745-T	104	034	135018	30,560	2,614	27,946	315126	0.67602	0.4555	8,569,000	39,000	021
7	C-745-T	104	035	134895	30,580	2,646	27,934	315143	0.67602	0.4530	8,566,000	39,000	021
7	C-745-T	104	036	134907	30,574	2,630	27,944	315129	0.67602	0.4490	8,569,000	38,000	021
7	C-745-T	104	037	134906	30,642	2,655	27,987	315140	0.67602	0.4527	8,582,000	39,000	021
7	C-745-T	104	038	134924	30,607	2,655	27,952	315128	0.67602	0.4504	8,571,000	39,000	021
7	C-745-T	104	039	134877	30,592	2,663	27,929	315142	0.67602	0.4534	8,564,000	39,000	021
7	C-745-T	104	040	134901	30,619	2,631	27,988	315132	0.67602	0.4540	8,582,000	39,000	021
7	C-745-T	104	041	134908	30,612	2,663	27,949	315133	0.67602	0.4513	8,570,000	39,000	021
7	C-745-T	104	042	134923	30,575	2,645	27,930	315131	0.67602	0.4533	8,564,000	39,000	021
7	C-745-T	104	043	134929	30,570	2,661	27,909	315134	0.67602	0.4505	8,558,000	39,000	021
7	C-745-T	104	057	134897	30,615	2,662	27,953	315135	0.67602	0.4502	8,571,000	39,000	021
7	C-745-T	104	058	134904	30,612	2,641	27,971	315138	0.67602	0.4502	8,577,000	39,000	021
7	C-745-T	104	059	134932	30,572	2,630	27,942	315139	0.67602	0.4511	8,568,000	39,000	021
7	C-745-T	104	060	134921	30,590	2,649	27,941	315137	0.67602	0.4464	8,568,000	38,000	021
7	C-745-T	104	061	134903	30,596	2,645	27,951	315145	0.67602	0.4475	8,571,000	38,000	021
7	C-745-T	104	062	134890	30,603	2,643	27,960	315136	0.67602	0.4501	8,574,000	39,000	021
7	C-745-T	104	063	134893	30,609	2,671	27,938	315144	0.67602	0.4488	8,567,000	38,000	021
7	C-745-T	104	064	135006	30,670	2,753	27,917	315148	0.67602	0.4495	8,560,000	38,000	021
7	C-745-T	104	065	134910	30,567	2,637	27,930	315146	0.67602	0.4512	8,564,000	39,000	021
7	C-745-T	104	066	134896	30,564	2,622	27,942	315149	0.67602	0.4493	8,568,000	38,000	021
7	C-745-T	104	067	131507	30,605	2,657	27,948	315151	0.67602	0.4508	8,570,000	39,000	021
7	C-745-T	104	068	134810	30,576	2,628	27,948	315161	0.67602	0.4510	8,570,000	39,000	021
7	C-745-T	104	069	134791	30,492	2,611	27,881	315152	0.67602	0.4503	8,549,000	38,000	021
7	C-745-T	104	070	134804	30,567	2,621	27,946	315160	0.67602	0.4513	8,569,000	39,000	021
7	C-745-T	104	071	131466	30,601	2,636	27,965	315150	0.67602	0.4498	8,575,000	39,000	021
7	C-745-T	104	072	135085	30,512	2,584	27,928	315165	0.67602	0.4506	8,564,000	39,000	021
7	C-745-T	104	073	131618	30,595	2,639	27,956	315153	0.67602	0.4514	8,572,000	39,000	021
7	C-745-T	104	074	134802	30,569	2,625	27,944	315164	0.67602	0.4487	8,569,000	38,000	021
7	C-745-T	104	075	134808	30,625	2,652	27,973	315159	0.67602	0.4487	8,578,000	38,000	021
7	C-745-T	104	076	134911	30,569	2,637	27,932	315155	0.67602	0.4508	8,565,000	39,000	021
7	C-745-T	104	077	134850	30,478	2,664	27,814	315090	0.67602	0.4508	8,529,000	38,000	021
7	C-745-T	104	078	131388	30,633	2,696	27,937	315154	0.67602	0.4538	8,566,000	39,000	021
7	C-745-T	104	079	134783	30,550	2,649	27,901	315158	0.67602	0.4474	8,555,000	38,000	021
7	C-745-T	104	080	135035	30,577	2,633	27,944	315163	0.67602	0.4475	8,569,000	38,000	021
7	C-745-T	104	081	135005	30,638	2,682	27,956	315172	0.67602	0.4509	8,572,000	39,000	021
7	C-745-T	104	082	131500	30,631	2,678	27,953	315156	0.67602	0.4493	8,571,000	39,000	021

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UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-T	J04	083	134827	30,575	2,643	27,932	315171	0.67602	0.4498	8,565,000	39,000	021
7	C-745-T	J04	084	134809	30,544	2,629	27,915	315162	0.67602	0.4496	8,560,000	38,000	021
7	C-745-T	J04	085	135127	30,552	2,605	27,947	315175	0.67602	0.4493	8,570,000	39,000	021
7	C-745-T	J04	086	135071	30,503	2,577	27,926	315166	0.67602	0.4501	8,563,000	39,000	021
7	C-745-T	J04	087	134813	30,560	2,620	27,940	315174	0.67602	0.4490	8,567,000	38,000	021
7	C-745-T	J04	088	135105	30,563	2,588	27,975	315168	0.67602	0.4485	8,578,000	38,000	021
7	C-745-T	J04	089	135137	30,507	2,573	27,934	315173	0.67602	0.4508	8,566,000	39,000	021
7	C-745-T	J04	090	135022	30,566	2,625	27,941	315169	0.67602	0.4484	8,568,000	38,000	021
7	C-745-T	J04	091	134998	30,531	2,574	27,957	315177	0.67602	0.4500	8,573,000	39,000	021
			68		2,079,964	180,139	1,899,825				582,553,000	2,630,000	
7	C-745-T	J04	013	135609	30,494	2,583	27,911	315623	0.67602	0.4569	8,559,000	39,000	021
7	C-745-T	J04	015	135599	30,507	2,601	27,906	315621	0.67602	0.4544	8,557,000	39,000	021
7	C-745-T	J04	016	135623	30,512	2,615	27,897	315624	0.67602	0.4486	8,554,000	38,000	021
7	C-745-T	J04	017	135707	30,554	2,632	27,922	315620	0.67602	0.4551	8,562,000	39,000	021
7	C-745-T	J04	018	135612	30,553	2,596	27,957	315617	0.67602	0.4508	8,573,000	39,000	021
7	C-745-T	J04	019	135727	30,503	2,576	27,927	315622	0.67602	0.4540	8,563,000	39,000	021
7	C-745-T	J04	020	135603	30,575	2,592	27,983	315619	0.67602	0.4533	8,581,000	39,000	021
7	C-745-T	J04	022	135725	30,467	2,532	27,935	315618	0.67602	0.4478	8,566,000	38,000	021
7	C-745-T	J04	023	135618	30,567	2,619	27,948	315615	0.67602	0.4480	8,570,000	38,000	021
7	C-745-T	J04	024	135717	30,605	2,642	27,963	315616	0.67602	0.4527	8,574,000	39,000	021
7	C-745-T	J04	025	135716	30,520	2,580	27,940	315611	0.67602	0.4533	8,567,000	39,000	021
7	C-745-T	J04	026	135619	30,581	2,629	27,952	315614	0.67602	0.4474	8,571,000	38,000	021
7	C-745-T	J04	027	135743	30,610	2,665	27,945	315608	0.67602	0.4529	8,569,000	39,000	021
7	C-745-T	J04	028	135718	30,577	2,616	27,961	315612	0.67602	0.4498	8,574,000	39,000	021
7	C-745-T	J04	029	135744	30,628	2,678	27,950	315607	0.67602	0.4512	8,570,000	39,000	021
7	C-745-T	J04	030	135740	30,560	2,615	27,945	315609	0.67602	0.4524	8,569,000	39,000	021
7	C-745-T	J04	031	135723	30,540	2,558	27,982	315605	0.67602	0.4493	8,580,000	39,000	021
7	C-745-T	J04	032	135722	30,555	2,591	27,964	315613	0.67602	0.4464	8,575,000	38,000	021
7	C-745-T	J04	033	135720	30,557	2,638	27,919	315606	0.67602	0.4492	8,561,000	38,000	021
7	C-745-T	J04	034	135736	30,560	2,617	27,943	315604	0.67602	0.4500	8,568,000	39,000	021
7	C-745-T	J04	035	135721	30,571	2,631	27,940	315602	0.67602	0.4541	8,567,000	39,000	021
7	C-745-T	J04	037	135738	30,585	2,610	27,975	315601	0.67602	0.4460	8,578,000	38,000	021
7	C-745-T	J04	042	135715	30,583	2,630	27,953	315600	0.67602	0.4378	8,571,000	38,000	021
			23		702,764	60,046	642,718				197,079,000	889,000	
7	C-745-T	Y04	001	137244	30,567	2,602	27,965	316713	0.67602	0.4534	8,575,000	39,000	021
7	C-745-T	Y04	002	137254	30,537	2,582	27,955	316704	0.67602	0.4520	8,572,000	39,000	021
7	C-745-T	Y04	003	137227	30,557	2,596	27,961	316714	0.67602	0.4594	8,574,000	39,000	021

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UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-T	Y04	004	137256	30,574	2,606	27,968	316710	0.67602	0.4511	8,576,000	39,000	021
7	C-745-T	Y04	005	137246	30,522	2,576	27,946	316715	0.67602	0.4539	8,569,000	39,000	021
7	C-745-T	Y04	006	137251	30,537	2,577	27,960	316716	0.67602	0.4512	8,574,000	39,000	021
7	C-745-T	Y04	007	137063	30,558	2,624	27,934	316663	0.67602	0.4536	8,566,000	37,000	021
7	C-745-T	Y04	008	137231	30,562	2,605	27,957	316717	0.67602	0.4537	8,573,000	39,000	021
7	C-745-T	Y04	009	137243	30,565	2,605	27,960	316719	0.67602	0.4549	8,574,000	39,000	021
7	C-745-T	Y04	010	137683	30,527	2,550	27,977	316718	0.67602	0.4539	8,579,000	39,000	021
7	C-745-T	Y04	011	136710	30,539	2,607	27,932	316723	0.67602	0.4427	8,565,000	38,000	021
7	C-745-T	Y04	012	137711	30,540	2,567	27,973	316720	0.67602	0.4535	8,578,000	39,000	021
7	C-745-T	Y04	013	137706	30,477	2,540	27,937	316722	0.67602	0.4468	8,566,000	38,000	021
7	C-745-T	Y04	014	137703	30,428	2,591	27,837	316721	0.67602	0.4518	8,536,000	39,000	021
7	C-745-T	Y04	015	136306	30,560	2,597	27,963	316727	0.67602	0.4495	8,574,000	39,000	021
7	C-745-T	Y04	016	137723	30,535	2,548	27,987	316724	0.67602	0.4448	8,582,000	38,000	021
7	C-745-T	Y04	017	137696	30,527	2,573	27,954	316735	0.67602	0.4514	8,572,000	39,000	021
7	C-745-T	Y04	018	137173	30,474	2,592	27,882	316694	0.67602	0.4515	8,550,000	39,000	021
7	C-745-T	Y04	019	137685	30,519	2,581	27,938	316734	0.67602	0.4517	8,567,000	39,000	021
7	C-745-T	Y04	020	136563	30,576	2,585	27,991	316726	0.67602	0.4522	8,583,000	39,000	021
7	C-745-T	Y04	021	137709	30,580	2,612	27,968	316733	0.67602	0.4524	8,576,000	39,000	021
7	C-745-T	Y04	022	136559	30,557	2,626	27,931	316725	0.67602	0.4510	8,565,000	39,000	021
7	C-745-T	Y04	023	136298	30,580	2,610	27,970	316731	0.67602	0.4486	8,577,000	38,000	021
7	C-745-T	Y04	024	136737	30,517	2,581	27,936	316728	0.67602	0.4486	8,566,000	38,000	021
7	C-745-T	Y04	025	137695	30,496	2,563	27,933	316729	0.67602	0.4488	8,565,000	38,000	021
7	C-745-T	Y04	026	136240	30,529	2,583	27,946	316737	0.67602	0.4528	8,569,000	39,000	021
7	C-745-T	Y04	027	136484	30,593	2,624	27,969	316741	0.67602	0.4471	8,576,000	38,000	021
7	C-745-T	Y04	028	136187	30,545	2,633	27,912	316740	0.67602	0.4506	8,559,000	39,000	021
7	C-745-T	Y04	029	137684	30,556	2,601	27,955	316730	0.67602	0.4484	8,572,000	38,000	021
7	C-745-T	Y04	030	137734	30,518	2,546	27,972	316736	0.67602	0.4530	8,577,000	39,000	021
7	C-745-T	Y04	031	136753	30,535	2,589	27,946	316738	0.67602	0.4526	8,569,000	39,000	021
7	C-745-T	Y04	032	136437	30,538	2,582	27,956	316732	0.67602	0.4500	8,572,000	39,000	021
7	C-745-T	Y04	033	136189	30,585	2,634	27,951	316749	0.67602	0.4500	8,571,000	39,000	021
7	C-745-T	Y04	034	137726	30,477	2,520	27,957	316742	0.67602	0.4454	8,573,000	38,000	021
7	C-745-T	Y04	035	136723	30,554	2,598	27,956	316746	0.67602	0.4547	8,572,000	39,000	021
7	C-745-T	Y04	036	136292	30,555	2,608	27,947	316745	0.67602	0.4519	8,570,000	39,000	021
7	C-745-T	Y04	037	136223	30,548	2,608	27,940	316747	0.67602	0.4576	8,567,000	39,000	021
7	C-745-T	Y04	038	136315	30,524	2,604	27,920	316743	0.67602	0.4473	8,561,000	38,000	021
7	C-745-T	Y04	039	137346	30,550	2,576	27,974	316751	0.67602	0.4472	8,578,000	38,000	021
7	C-745-T	Y04	040	136542	30,546	2,589	27,957	316744	0.67602	0.4460	8,573,000	38,000	021

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UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-T	Y04	041	137284	30,588	2,600	27,988	316752	0.67602	0.4493	8,582,000	39,000	021
7	C-745-T	Y04	042	135098	30,515	2,574	27,941	316748	0.67602	0.4531	8,568,000	39,000	021
7	C-745-T	Y04	043	135145	30,520	2,570	27,950	316750	0.67602	0.4480	8,570,000	38,000	021
7	C-745-T	Y04	044	136274	30,522	2,597	27,925	316753	0.67602	0.4505	8,563,000	39,000	021
7	C-745-T	Y04	046	137297	30,525	2,596	27,929	316754	0.67602	0.4444	8,564,000	38,000	021
7	C-745-T	Y04	050	137312	30,541	2,593	27,948	316755	0.67602	0.4459	8,570,000	38,000	021
			46		1,404,775	119,121	1,285,654				394,230,000	1,777,000	
7	C-745-T	Z04	001	137087	30,531	2,593	27,938	316541	0.67602	0.4488	8,567,000	38,000	021
7	C-745-T	Z04	002	137124	30,647	2,678	27,969	316542	0.67602	0.4520	8,576,000	39,000	021
7	C-745-T	Z04	003	137008	30,501	2,600	27,901	316530	0.67602	0.4510	8,555,000	39,000	021
7	C-745-T	Z04	004	136904	30,570	2,620	27,950	316540	0.67602	0.4476	8,570,000	38,000	021
7	C-745-T	Z04	005	136947	30,483	2,579	27,904	316527	0.67602	0.4450	8,556,000	38,000	021
7	C-745-T	Z04	007	137001	30,555	2,618	27,937	316528	0.67602	0.4473	8,566,000	38,000	021
7	C-745-T	Z04	008	136889	30,549	2,593	27,956	316538	0.67602	0.4468	8,572,000	38,000	021
7	C-745-T	Z04	009	137171	30,543	2,599	27,944	316696	0.67602	0.4522	8,569,000	39,000	021
7	C-745-T	Z04	010	136937	30,550	2,590	27,960	316539	0.67602	0.4517	8,574,000	39,000	021
7	C-745-T	Z04	011	136863	30,576	2,598	27,978	316700	0.67602	0.4530	8,579,000	39,000	021
7	C-745-T	Z04	012	137161	30,567	2,626	27,941	316695	0.67602	0.4495	8,568,000	39,000	021
7	C-745-T	Z04	013	137232	30,570	2,600	27,970	316703	0.67602	0.4496	8,577,000	39,000	021
7	C-745-T	Z04	014	136919	30,532	2,603	27,929	316691	0.67602	0.4506	8,564,000	39,000	021
7	C-745-T	Z04	015	137158	30,564	2,623	27,941	316697	0.67602	0.4536	8,568,000	39,000	021
7	C-745-T	Z04	017	137163	30,560	2,642	27,918	316698	0.67602	0.4506	8,561,000	39,000	021
7	C-745-T	Z04	018	137201	30,503	2,584	27,919	316661	0.67602	0.4354	8,561,000	37,000	021
7	C-745-T	Z04	019	137175	30,554	2,611	27,943	316699	0.67602	0.4520	8,568,000	39,000	021
7	C-745-T	Z04	020	136848	30,578	2,580	27,998	316684	0.67602	0.4472	8,585,000	38,000	021
7	C-745-T	Z04	021	137239	30,600	2,613	27,987	316693	0.67602	0.4506	8,582,000	39,000	021
7	C-745-T	Z04	022	136914	30,516	2,602	27,914	316682	0.67602	0.4497	8,559,000	38,000	021
7	C-745-T	Z04	023	136907	30,526	2,592	27,934	316680	0.67602	0.4497	8,566,000	39,000	021
7	C-745-T	Z04	024	137217	30,534	2,568	27,966	316683	0.67602	0.4487	8,575,000	38,000	021
7	C-745-T	Z04	025	137212	30,503	2,585	27,918	316685	0.67602	0.4491	8,561,000	38,000	021
7	C-745-T	Z04	026	137172	30,575	2,633	27,942	316686	0.67602	0.4499	8,568,000	39,000	021
7	C-745-T	Z04	027	137165	30,572	2,640	27,932	316687	0.67602	0.4512	8,565,000	39,000	021
7	C-745-T	Z04	028	136905	30,554	2,590	27,964	316681	0.67602	0.4505	8,575,000	39,000	021
7	C-745-T	Z04	029	136851	30,585	2,613	27,972	316681	0.67602	0.4505	8,577,000	39,000	021
7	C-745-T	Z04	030	137145	30,592	2,672	27,920	316688	0.67602	0.4509	8,561,000	39,000	021
7	C-745-T	Z04	031	136854	30,572	2,596	27,976	316678	0.67602	0.4498	8,578,000	39,000	021
7	C-745-T	Z04	032	136878	30,558	2,590	27,968	316677	0.67602	0.4523	8,576,000	39,000	021

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UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-T	Z04	033	136866	30,587	2,607	27,980	316676	0.67602	0.4527	8,580,000	39,000	021
7	C-745-T	Z04	034	137221	30,524	2,554	27,970	316673	0.67602	0.4512	8,577,000	39,000	021
7	C-745-T	Z04	035	137216	30,556	2,569	27,987	316675	0.67602	0.4492	8,582,000	39,000	021
7	C-745-T	Z04	036	137197	30,546	2,590	27,956	316672	0.67602	0.4602	8,572,000	39,000	021
7	C-745-T	Z04	037	137214	30,516	2,563	27,953	316674	0.67602	0.4538	8,571,000	39,000	021
7	C-745-T	Z04	038	137208	30,546	2,582	27,964	316670	0.67602	0.4484	8,575,000	38,000	021
7	C-745-T	Z04	039	137224	30,516	2,592	27,924	316671	0.67602	0.4563	8,563,000	39,000	021
7	C-745-T	Z04	041	137185	30,542	2,600	27,942	316669	0.67602	0.4450	8,568,000	38,000	021
7	C-745-T	Z04	042	137180	30,591	2,607	27,984	316665	0.67602	0.4527	8,581,000	39,000	021
7	C-745-T	Z04	043	137209	30,553	2,571	27,982	316667	0.67602	0.4547	8,580,000	39,000	021
7	C-745-T	Z04	044	137187	30,526	2,600	27,926	316657	0.67602	0.4486	8,563,000	38,000	021
7	C-745-T	Z04	045	137194	30,498	2,572	27,926	316668	0.67602	0.4514	8,563,000	39,000	021
7	C-745-T	Z04	046	137211	30,507	2,572	27,935	316664	0.67602	0.4475	8,566,000	38,000	021
7	C-745-T	Z04	047	137193	30,536	2,570	27,966	316656	0.67602	0.4469	8,575,000	38,000	021
7	C-745-T	Z04	048	137137	30,561	2,633	27,928	316660	0.67602	0.4510	8,564,000	39,000	021
7	C-745-T	Z04	049	137219	30,538	2,578	27,960	316658	0.67602	0.4470	8,574,000	38,000	021
7	C-745-T	Z04	050	137204	30,534	2,591	27,943	316652	0.67602	0.4572	8,568,000	39,000	021
7	C-745-T	Z04	051	137210	30,556	2,588	27,968	316659	0.67602	0.4461	8,576,000	38,000	021
7	C-745-T	Z04	052	137174	30,569	2,653	27,916	316653	0.67602	0.4570	8,560,000	39,000	021
7	C-745-T	Z04	053	137226	30,545	2,583	27,962	316661	0.67602	0.4354	8,574,000	37,000	021
7	C-745-T	Z04	054	136859	30,504	2,586	27,918	316649	0.67602	0.4428	8,561,000	38,000	021
7	C-745-T	Z04	055	137192	30,483	2,574	27,909	316654	0.67602	0.4474	8,558,000	38,000	021
7	C-745-T	Z04	056	137118	30,596	2,646	27,950	316651	0.67602	0.4548	8,570,000	39,000	021
7	C-745-T	Z04	057	137190	30,555	2,610	27,945	316655	0.67602	0.4431	8,569,000	38,000	021
7	C-745-T	Z04	058	136856	30,551	2,607	27,944	316648	0.67602	0.4423	8,569,000	38,000	021
7	C-745-T	Z04	059	137135	30,606	2,631	27,975	316647	0.67602	0.4467	8,578,000	38,000	021
7	C-745-T	Z04	060	137138	30,551	2,605	27,946	316645	0.67602	0.4567	8,569,000	39,000	021
7	C-745-T	Z04	061	136892	30,587	2,606	27,981	316650	0.67602	0.4488	8,580,000	39,000	021
7	C-745-T	Z04	062	137149	30,538	2,594	27,944	316643	0.67602	0.4470	8,569,000	38,000	021
7	C-745-T	Z04	063	137136	30,592	2,634	27,958	316646	0.67602	0.4503	8,573,000	39,000	021
7	C-745-T	Z04	064	137139	30,541	2,595	27,946	316639	0.67602	0.4505	8,569,000	39,000	021
7	C-745-T	Z04	065	136853	30,530	2,571	27,959	316644	0.67602	0.4566	8,573,000	39,000	021
7	C-745-T	Z04	066	137146	30,552	2,615	27,937	316630	0.67602	0.4490	8,566,000	38,000	021
7	C-745-T	Z04	067	137156	30,595	2,625	27,970	316642	0.67602	0.4460	8,577,000	38,000	021
7	C-745-T	Z04	068	137108	30,573	2,606	27,967	316635	0.67602	0.4494	8,576,000	39,000	021
7	C-745-T	Z04	069	137142	30,629	2,672	27,957	316641	0.67602	0.4510	8,573,000	39,000	021
7	C-745-T	Z04	070	137133	30,494	2,600	27,894	316631	0.67602	0.4497	8,553,000	38,000	021

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UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-T	Z04	071	137107	30,498	2,589	27,909	316632	0.67602	0.4500	8,558,000	39,000	021
7	C-745-T	Z04	072	137148	30,557	2,602	27,955	316634	0.67602	0.4522	8,572,000	39,000	021
7	C-745-T	Z04	073	137143	30,552	2,602	27,950	316636	0.67602	0.4491	8,570,000	38,000	021
7	C-745-T	Z04	074	137144	30,559	2,597	27,962	316637	0.67602	0.4480	8,574,000	38,000	021
7	C-745-T	Z04	075	137141	30,570	2,604	27,966	316633	0.67602	0.4517	8,575,000	39,000	021
7	C-745-T	Z04	076	137152	30,535	2,605	27,930	316626	0.67602	0.4504	8,564,000	39,000	021
7	C-745-T	Z04	077	137147	30,528	2,598	27,930	316689	0.67602	0.4491	8,564,000	38,000	021
7	C-745-T	Z04	078	137125	30,555	2,619	27,936	316624	0.67602	0.4492	8,566,000	38,000	021
7	C-745-T	Z04	079	137182	30,551	2,607	27,944	316692	0.67602	0.4507	8,569,000	39,000	021
7	C-745-T	Z04	080	136855	30,517	2,569	27,948	316627	0.67602	0.4491	8,570,000	38,000	021
7	C-745-T	Z04	081	137129	30,580	2,627	27,953	316628	0.67602	0.4499	8,571,000	39,000	021
7	C-745-T	Z04	082	137151	30,596	2,634	27,962	316614	0.67602	0.4493	8,574,000	39,000	021
7	C-745-T	Z04	083	136844	30,600	2,607	27,993	316625	0.67602	0.4517	8,584,000	39,000	021
7	C-745-T	Z04	084	136921	30,628	2,638	27,990	316609	0.67602	0.4500	8,583,000	39,000	021
7	C-745-T	Z04	085	136933	30,542	2,605	27,937	316622	0.67602	0.4514	8,566,000	39,000	021
7	C-745-T	Z04	086	137093	30,540	2,583	27,957	316563	0.67602	0.4476	8,573,000	38,000	021
7	C-745-T	Z04	087	137132	30,534	2,614	27,920	316623	0.67602	0.4507	8,561,000	39,000	021
7	C-745-T	Z04	088	136811	30,530	2,568	27,962	316608	0.67602	0.4500	8,574,000	39,000	021
7	C-745-T	Z04	089	137134	30,536	2,614	27,922	316620	0.67602	0.4495	8,562,000	38,000	021
7	C-745-T	Z04	090	137140	30,586	2,598	27,988	316618	0.67602	0.4463	8,582,000	38,000	021
7	C-745-T	Z04	091	136840	30,599	2,646	27,953	316610	0.67602	0.4509	8,571,000	39,000	021
7	C-745-T	Z04	092	136913	30,521	2,591	27,930	316607	0.67602	0.4474	8,564,000	38,000	021
7	C-745-T	Z04	093	137183	30,540	2,599	27,941	316701	0.67602	0.4512	8,568,000	39,000	021
7	C-745-T	Z04	094	137236	30,550	2,593	27,957	316702	0.67602	0.4478	8,573,000	38,000	021
7	C-745-T	Z04	095	137240	30,526	2,581	27,945	316711	0.67602	0.4496	8,569,000	39,000	021
7	C-745-T	Z04	096	137235	30,514	2,587	27,927	316709	0.67602	0.4495	8,563,000	38,000	021
7	C-745-T	Z04	097	137241	30,550	2,596	27,954	316706	0.67602	0.4512	8,572,000	39,000	021
7	C-745-T	Z04	098	137228	30,542	2,600	27,942	316708	0.67602	0.4515	8,568,000	39,000	021
7	C-745-T	Z04	099	137166	30,583	2,613	27,970	316705	0.67602	0.4512	8,577,000	39,000	021
7	C-745-T	Z04	100	137225	30,558	2,596	27,962	316707	0.67602	0.4516	8,574,000	39,000	021
7	C-745-T	Z04	101	137242	30,546	2,588	27,958	316712	0.67602	0.4497	8,573,000	39,000	021
98					2,994,067	255,053	2,739,014				839,878,000	3,782,000	
545					16,656,118	1,426,458	15,229,660				4,669,956,000	21,048,000	
Grand Total:					20,656,574	1,769,952	18,886,622				5,791,315,000	26,124,000	

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DOE Tails for ENW Sale - ~0.40%

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UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-F	R	025	135747	30,553	2,571	27,982	316774	0.67602	0.4050	8,580,000	35,000	021
			1		30,553	2,571	27,982				8,580,000	35,000	
7	C-745-F	S	021	136297	30,604	2,614	27,990	316789	0.67602	0.4024	8,583,000	35,000	021
7	C-745-F	S	029	136342	30,528	2,604	27,924	316874	0.67602	0.4014	8,563,000	34,000	021
			2		61,132	5,218	55,914				17,146,000	69,000	
7	C-745-F	T	008	136664	30,585	2,641	27,944	316846	0.67602	0.4011	8,569,000	34,000	021
7	C-745-F	T	009	136495	30,541	2,622	27,919	316837	0.67602	0.4015	8,561,000	34,000	021
			2		61,126	5,263	55,863				17,130,000	68,000	
7	C-745-F	U	070	135064	30,515	2,557	27,958	316799	0.67602	0.4000	8,573,000	34,000	021
7	C-745-F	U	078	135667	30,510	2,576	27,934	316790	0.67602	0.4020	8,566,000	34,000	021
7	C-745-F	U	082	136430	30,563	2,608	27,955	316809	0.67602	0.3999	8,572,000	34,000	021
			3		91,588	7,741	83,847				25,711,000	102,000	
7	C-745-F	V	037	136667	30,597	2,640	27,957	316832	0.67602	0.4009	8,573,000	34,000	021
			1		30,597	2,640	27,957				8,573,000	34,000	
			9		274,996	23,433	251,563				77,140,000	308,000	
7	C-745-G	CC1	013	136395	30,633	2,659	27,974	316371	0.67602	0.4009	8,578,000	34,000	021
7	C-745-G	CC1	015	136427	30,579	2,613	27,966	316373	0.67602	0.4017	8,575,000	34,000	021
7	C-745-G	CC1	016	136368	30,588	2,665	27,923	316378	0.67602	0.4048	8,562,000	35,000	021
7	C-745-G	CC1	017	136671	30,531	2,629	27,902	316362	0.67602	0.4000	8,556,000	34,000	021
7	C-745-G	CC1	018	136357	30,652	2,669	27,983	316376	0.67602	0.4027	8,581,000	35,000	021
7	C-745-G	CC1	020	136510	30,541	2,591	27,950	316375	0.67602	0.4016	8,570,000	34,000	021
7	C-745-G	CC1	021	136537	30,595	2,646	27,949	316368	0.67602	0.4019	8,570,000	34,000	021
7	C-745-G	CC1	024	136654	30,549	2,590	27,959	316370	0.67602	0.4031	8,573,000	35,000	021
7	C-745-G	CC1	026	136655	30,496	2,590	27,906	316361	0.67602	0.4016	8,557,000	34,000	021
7	C-745-G	CC1	032	136543	30,546	2,592	27,954	316367	0.67602	0.4040	8,572,000	35,000	021
7	C-745-G	CC1	034	136501	30,554	2,595	27,959	316366	0.67602	0.4032	8,573,000	35,000	021
7	C-745-G	CC1	042	136653	30,583	2,625	27,958	316343	0.67602	0.4010	8,573,000	34,000	021
7	C-745-G	CC1	044	136624	30,551	2,603	27,948	316344	0.67602	0.4008	8,570,000	34,000	021
7	C-745-G	CC1	048	136626	30,603	2,614	27,989	316346	0.67602	0.4034	8,582,000	35,000	021
7	C-745-G	CC1	051	136649	30,562	2,608	27,954	316328	0.67602	0.4001	8,572,000	34,000	021
			15		458,563	39,289	419,274				128,504,000	516,000	
7	C-745-G	EEL	032	136629	30,550	2,615	27,935	316307	0.67602	0.3999	8,566,000	34,000	021
7	C-745-G	EEL	040	136672	30,528	2,581	27,947	316329	0.67602	0.4029	8,570,000	35,000	021
7	C-745-G	EEL	041	136514	30,534	2,594	27,940	316324	0.67602	0.4015	8,567,000	34,000	021
7	C-745-G	EEL	045	136577	30,629	2,637	27,992	316326	0.67602	0.3998	8,583,000	34,000	021

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UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-G	EE1	047	136713	30,499	2,608	27,891	316383	0.67602	0.3999	8,552,000	34,000	021
			S		152,740	13,035	139,705				42,838,000	171,000	
7	C-745-G	FF1	019	131607	30,522	2,618	27,904	348848	0.67604	0.4007	8,557,000	34,000	021
7	C-745-G	FF1	057	136685	30,563	2,614	27,949	316347	0.67602	0.4004	8,570,000	34,000	021
7	C-745-G	FF1	091	136777	30,400	2,554	27,846	316412	0.67602	0.4133	8,539,000	35,000	021
			3		91,485	7,786	83,699				25,666,000	103,000	
7	C-745-G	V02	027	125895	30,730	2,727	28,003	316328	0.67602	0.4001	8,587,000	34,000	021
			1		30,730	2,727	28,003				8,587,000	34,000	
			24		733,518	62,837	670,681				205,655,000	824,000	
7	C-745-K	B	047	135073	30,586	2,580	28,006	316857	0.67602	0.4004	8,588,000	34,000	021
			1		30,586	2,580	28,006				8,588,000	34,000	
7	C-745-K	G	066	136305	30,541	2,603	27,938	316779	0.67602	0.3997	8,567,000	34,000	021
			1		30,541	2,603	27,938				8,567,000	34,000	
7	C-745-K	Q	026	133349	30,060	2,644	27,416	146931	0.67600	0.4072	8,406,000	34,000	017
7	C-745-K	Q	029	133326	30,032	2,580	27,452	146929	0.67580	0.4119	8,415,000	35,000	017
			2		60,092	5,224	54,868				16,821,000	69,000	
			4		121,219	10,407	110,812				33,976,000	137,000	
7	C-745-T	B03	067	127754	30,701	2,755	27,946	316291	0.67602	0.4013	8,569,000	34,000	021
7	C-745-T	B03	073	125751	30,681	2,748	27,933	316277	0.67602	0.4126	8,565,000	35,000	021
7	C-745-T	B03	097	123666	30,574	2,619	27,955	316292	0.67602	0.4054	8,572,000	35,000	021
			3		91,956	8,122	83,834				25,706,000	104,000	
7	C-745-T	B04	009	136550	30,555	2,635	27,920	316275	0.67602	0.4246	8,561,000	36,000	021
7	C-745-T	B04	013	136607	30,518	2,588	27,930	316276	0.67602	0.4156	8,564,000	36,000	021
			2		61,073	5,223	55,850				17,125,000	72,000	
7	C-745-T	C04	062	134658	30,626	2,667	27,959	315007	0.67602	0.4022	8,573,000	34,000	021
7	C-745-T	C04	068	134635	30,552	2,603	27,949	348966	0.67602	0.3998	8,570,000	34,000	021
7	C-745-T	C04	074	134641	30,676	2,713	27,963	348959	0.67602	0.3998	8,574,000	34,000	021
7	C-745-T	C04	078	134623	30,569	2,608	27,961	348945	0.67602	0.3998	8,574,000	34,000	021
7	C-745-T	C04	083	134721	30,547	2,593	27,954	147170	0.67602	0.3997	8,572,000	34,000	021
7	C-745-T	C04	097	134859	30,567	2,664	27,903	315069	0.67602	0.4010	8,556,000	34,000	021
7	C-745-T	C04	099	134881	30,704	2,759	27,945	315066	0.67602	0.4049	8,569,000	35,000	021
			7		214,241	18,607	195,634				59,988,000	239,000	
7	C-745-T	D03	094	134171	30,640	2,699	27,941	315537	0.67602	0.4058	8,568,000	35,000	021
7	C-745-T	D03	097	134136	30,603	2,683	27,920	315567	0.67602	0.4008	8,561,000	34,000	021
			2		61,243	5,382	55,861				17,129,000	69,000	
7	C-745-T	E03	001	123863	30,590	2,617	27,973	348892	0.67602	0.4020	8,578,000	34,000	021
7	C-745-T	E03	004	123665	30,600	2,633	27,967	348886	0.67604	0.4019	8,576,000	34,000	021

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UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-T	E03	008	125282	30,658	2,704	27,954	348885	0.67604	0.4034	8,572,000	35,000	021
7	C-745-T	E03	009	123810	30,616	2,632	27,984	348900	0.67602	0.4009	8,581,000	34,000	021
7	C-745-T	E03	011	123752	30,570	2,614	27,956	348909	0.67602	0.4008	8,572,000	34,000	021
7	C-745-T	E03	025	123676	30,550	2,594	27,956	348922	0.67602	0.4021	8,572,000	34,000	021
7	C-745-T	E03	027	123740	30,542	2,596	27,946	348923	0.67602	0.4002	8,569,000	34,000	021
7	C-745-T	E03	029	123830	30,540	2,592	27,948	348926	0.67602	0.4006	8,570,000	34,000	021
7	C-745-T	E03	032	123739	30,578	2,618	27,960	348920	0.67602	0.4028	8,574,000	35,000	021
7	C-745-T	E03	033	123960	30,565	2,615	27,950	348927	0.67602	0.4005	8,570,000	34,000	021
7	C-745-T	E03	035	123746	30,566	2,634	27,932	348928	0.67602	0.4020	8,565,000	34,000	021
7	C-745-T	E03	039	123906	30,608	2,668	27,940	348936	0.67602	0.4034	8,567,000	35,000	021
7	C-745-T	E03	047	123743	30,542	2,597	27,945	348905	0.67602	0.4007	8,569,000	34,000	021
			13		397,525	34,114	363,411				111,435,000	445,000	
7	C-745-T	F03	004	123874	30,576	2,620	27,956	348412	0.67604	0.4002	8,573,000	34,000	021
7	C-745-T	F03	005	127374	30,595	2,662	27,933	348422	0.67604	0.3997	8,566,000	34,000	021
7	C-745-T	F03	007	123833	30,545	2,585	27,960	348419	0.67604	0.4012	8,574,000	34,000	021
7	C-745-T	F03	008	123000	30,594	2,638	27,956	348421	0.67604	0.3999	8,573,000	34,000	021
7	C-745-T	F03	014	127331	30,551	2,594	27,957	348430	0.67604	0.4021	8,573,000	34,000	021
7	C-745-T	F03	017	124031	30,613	2,626	27,987	348435	0.67604	0.3998	8,582,000	34,000	021
7	C-745-T	F03	018	124025	30,610	2,660	27,950	348434	0.67604	0.4002	8,571,000	34,000	021
7	C-745-T	F03	026	127352	30,649	2,738	27,911	348392	0.67604	0.4049	8,559,000	35,000	021
7	C-745-T	F03	029	127403	30,543	2,584	27,959	348444	0.67604	0.4002	8,573,000	34,000	021
7	C-745-T	F03	030	124075	30,546	2,595	27,951	348428	0.67604	0.4022	8,571,000	34,000	021
7	C-745-T	F03	034	123823	30,562	2,589	27,973	348448	0.67604	0.4040	8,578,000	35,000	021
7	C-745-T	F03	045	123871	30,603	2,647	27,956	348461	0.67604	0.4020	8,573,000	34,000	021
7	C-745-T	F03	049	123859	30,563	2,616	27,947	348468	0.67604	0.4016	8,570,000	34,000	021
7	C-745-T	F03	051	127470	30,608	2,632	27,976	348467	0.67604	0.4082	8,579,000	35,000	021
7	C-745-T	F03	057	123737	30,609	2,642	27,967	348471	0.67604	0.4002	8,576,000	34,000	021
7	C-745-T	F03	066	123969	30,594	2,614	27,980	348469	0.67604	0.3999	8,580,000	34,000	021
7	C-745-T	F03	087	123064	30,567	2,590	27,977	348674	0.67604	0.3991	8,579,000	34,000	021
7	C-745-T	F03	089	123080	30,553	2,592	27,961	348687	0.67604	0.4044	8,574,000	35,000	021
			18		550,481	47,224	503,257				154,324,000	616,000	
7	C-745-T	F04	001	135659	30,462	2,582	27,880	315461	0.67602	0.3998	8,549,000	34,000	021
7	C-745-T	F04	006	135647	30,543	2,600	27,943	315458	0.67602	0.4004	8,568,000	34,000	021
7	C-745-T	F04	007	135207	30,545	2,589	27,956	315464	0.67602	0.4022	8,572,000	34,000	021
7	C-745-T	F04	011	135654	30,531	2,580	27,951	315456	0.67602	0.4017	8,571,000	34,000	021
7	C-745-T	F04	013	135189	30,520	2,593	27,927	315470	0.67602	0.4016	8,563,000	34,000	021
7	C-745-T	F04	014	135293	30,530	2,580	27,950	315469	0.67602	0.4005	8,570,000	34,000	021

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UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-T	F04	015	135289	30,554	2,610	27,944	315479	0.67602	0.3996	8,569,000	34,000	021
7	C-745-T	F04	018	135304	30,569	2,628	27,941	315477	0.67602	0.4051	8,568,000	35,000	021
7	C-745-T	F04	021	135678	30,526	2,596	27,930	315483	0.67602	0.4013	8,564,000	34,000	021
7	C-745-T	F04	022	135320	30,557	2,604	27,953	315480	0.67602	0.4025	8,571,000	34,000	021
7	C-745-T	F04	023	135277	30,475	2,582	27,893	315487	0.67602	0.4066	8,553,000	35,000	021
7	C-745-T	F04	025	135286	30,490	2,555	27,935	315484	0.67602	0.4087	8,566,000	35,000	021
7	C-745-T	F04	027	133947	30,640	2,699	27,941	315489	0.67602	0.4025	8,568,000	34,000	021
7	C-745-T	F04	028	135332	30,507	2,579	27,928	315491	0.67602	0.4037	8,564,000	35,000	021
7	C-745-T	F04	029	133946	30,580	2,673	27,907	315494	0.67602	0.4032	8,557,000	35,000	021
7	C-745-T	F04	033	134193	30,584	2,685	27,899	315521	0.67602	0.4006	8,555,000	34,000	021
7	C-745-T	F04	034	134191	30,588	2,668	27,920	315522	0.67602	0.4002	8,561,000	34,000	021
7	C-745-T	F04	035	134195	30,643	2,700	27,943	315525	0.67602	0.4063	8,568,000	35,000	021
7	C-745-T	F04	037	134179	30,625	2,675	27,950	315526	0.67602	0.3997	8,570,000	34,000	021
7	C-745-T	F04	038	134211	30,614	2,666	27,948	315528	0.67602	0.4029	8,570,000	35,000	021
7	C-745-T	F04	040	134129	30,546	2,604	27,942	315527	0.67602	0.4012	8,568,000	34,000	021
7	C-745-T	F04	041	134128	30,579	2,604	27,975	315529	0.67602	0.4038	8,578,000	35,000	021
7	C-745-T	F04	046	134216	30,603	2,640	27,963	315530	0.67602	0.4003	8,574,000	34,000	021
7	C-745-T	F04	047	134135	30,562	2,577	27,985	315541	0.67602	0.4066	8,581,000	35,000	021
7	C-745-T	F04	048	134184	30,625	2,679	27,946	315531	0.67602	0.3997	8,569,000	34,000	021
7	C-745-T	F04	051	134137	30,587	2,610	27,977	315538	0.67602	0.4015	8,579,000	34,000	021
7	C-745-T	F04	052	134139	30,564	2,613	27,951	315542	0.67602	0.4087	8,571,000	35,000	021
7	C-745-T	F04	053	134182	30,639	2,695	27,944	315543	0.67602	0.4021	8,569,000	34,000	021
7	C-745-T	F04	054	134134	30,610	2,679	27,931	315545	0.67602	0.4038	8,565,000	35,000	021
7	C-745-T	F04	055	134154	30,635	2,696	27,939	315552	0.67602	0.4037	8,567,000	35,000	021
7	C-745-T	F04	056	134143	30,527	2,577	27,950	315544	0.67602	0.4000	8,570,000	34,000	021
7	C-745-T	F04	057	134149	30,516	2,586	27,930	315550	0.67602	0.3999	8,564,000	34,000	021
7	C-745-T	F04	058	134210	30,589	2,657	27,932	315553	0.67602	0.4015	8,565,000	34,000	021
7	C-745-T	F04	059	134151	30,520	2,545	27,975	315551	0.67602	0.4037	8,578,000	35,000	021
7	C-745-T	F04	061	134186	30,623	2,692	27,931	315546	0.67602	0.4004	8,565,000	34,000	021
7	C-745-T	F04	062	134132	30,626	2,675	27,951	315548	0.67602	0.4027	8,571,000	35,000	021
7	C-745-T	F04	063	134185	30,630	2,701	27,929	315555	0.67602	0.4026	8,564,000	34,000	021
7	C-745-T	F04	064	134188	30,618	2,668	27,950	315547	0.67602	0.4008	8,570,000	34,000	021
7	C-745-T	F04	067	134218	30,652	2,654	27,998	315557	0.67602	0.4006	8,585,000	34,000	021
7	C-745-T	F04	069	134194	30,673	2,698	27,975	315560	0.67602	0.4030	8,578,000	35,000	021
7	C-745-T	F04	071	134163	30,616	2,678	27,938	315570	0.67602	0.4032	8,567,000	35,000	021
7	C-745-T	F04	072	134213	30,547	2,643	27,904	315561	0.67602	0.4026	8,556,000	34,000	021
7	C-745-T	F04	077	134130	30,613	2,666	27,947	315571	0.67602	0.4009	8,570,000	34,000	021

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UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-T	F04	079	135795	30,557	2,585	27,972	315572	0.67602	0.4004	8,577,000	34,000	021
7	C-745-T	F04	084	135810	30,573	2,624	27,949	315574	0.67602	0.4013	8,570,000	34,000	021
7	C-745-T	F04	085	134157	30,568	2,639	27,929	315577	0.67602	0.4044	8,564,000	35,000	021
7	C-745-T	F04	086	134147	30,516	2,580	27,936	315575	0.67602	0.4002	8,566,000	34,000	021
7	C-745-T	F04	087	135787	30,333	2,600	27,733	315580	0.67602	0.4110	8,504,000	35,000	021
7	C-745-T	F04	088	134166	30,709	2,752	27,957	315578	0.67602	0.4026	8,573,000	35,000	021
7	C-745-T	F04	091	135789	30,565	2,611	27,954	315588	0.67602	0.4021	8,572,000	34,000	021
7	C-745-T	F04	092	134161	30,591	2,681	27,910	315582	0.67602	0.4013	8,558,000	34,000	021
7	C-745-T	F04	094	135796	30,563	2,613	27,950	315583	0.67602	0.4036	8,570,000	35,000	021
7	C-745-T	F04	097	135802	30,527	2,607	27,920	315590	0.67602	0.4012	8,561,000	34,000	021
7	C-745-T	F04	099	135800	30,584	2,644	27,940	315591	0.67602	0.4000	8,567,000	34,000	021
7	C-745-T	F04	101	135735	30,530	2,606	27,924	315592	0.67602	0.4033	8,563,000	35,000	021
			55		1,681,399	144,823	1,536,576				471,166,000	1,891,000	
7	C-745-T	G03	084	127373	30,590	2,616	27,974	348393	0.67604	0.4028	8,578,000	35,000	021
					30,590	2,616	27,974				8,578,000	35,000	
7	C-745-T	G04	045	135181	30,542	2,602	27,940	315378	0.67602	0.4176	8,567,000	36,000	021
7	C-745-T	G04	048	135166	30,479	2,567	27,912	315379	0.67602	0.4103	8,559,000	35,000	021
7	C-745-T	G04	049	135211	30,503	2,568	27,935	315375	0.67602	0.4210	8,566,000	36,000	021
7	C-745-T	G04	052	135170	30,541	2,590	27,951	315380	0.67602	0.4028	8,571,000	35,000	021
7	C-745-T	G04	053	135203	30,625	2,630	27,995	315389	0.67602	0.4058	8,584,000	35,000	021
7	C-745-T	G04	054	135232	30,497	2,581	27,916	315381	0.67602	0.4005	8,560,000	34,000	021
7	C-745-T	G04	057	135255	30,520	2,573	27,947	315392	0.67602	0.4006	8,570,000	34,000	021
7	C-745-T	G04	060	135227	30,648	2,695	27,953	315387	0.67602	0.4008	8,571,000	34,000	021
7	C-745-T	G04	061	135242	30,510	2,576	27,934	315395	0.67602	0.4037	8,566,000	35,000	021
7	C-745-T	G04	062	135216	30,518	2,575	27,943	315391	0.67602	0.4022	8,568,000	34,000	021
7	C-745-T	G04	063	135231	30,471	2,570	27,901	315397	0.67602	0.4022	8,555,000	34,000	021
7	C-745-T	G04	064	135233	30,524	2,576	27,948	315393	0.67602	0.4038	8,570,000	35,000	021
7	C-745-T	G04	065	135239	30,536	2,604	27,932	315398	0.67602	0.4005	8,565,000	34,000	021
7	C-745-T	G04	066	135222	30,585	2,612	27,973	315396	0.67602	0.4034	8,578,000	35,000	021
7	C-745-T	G04	067	135235	30,450	2,560	27,890	315403	0.67602	0.4006	8,552,000	34,000	021
7	C-745-T	G04	071	135209	30,555	2,621	27,934	315402	0.67602	0.4001	8,566,000	34,000	021
7	C-745-T	G04	072	135193	30,533	2,587	27,946	315400	0.67602	0.4015	8,569,000	34,000	021
7	C-745-T	G04	073	135263	30,546	2,601	27,945	315409	0.67602	0.4002	8,569,000	34,000	021
7	C-745-T	G04	077	135281	30,515	2,580	27,935	315428	0.67602	0.4032	8,566,000	35,000	021
7	C-745-T	G04	079	135643	30,590	2,630	27,960	315441	0.67602	0.4065	8,574,000	35,000	021
7	C-745-T	G04	083	135246	30,497	2,563	27,934	315421	0.67602	0.3996	8,566,000	34,000	021
7	C-745-T	G04	084	135244	30,502	2,583	27,919	315417	0.67602	0.4011	8,561,000	34,000	021

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UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-T	G04	086	135264	30,532	2,627	27,905	315430	0.67602	0.4018	8,557,000	34,000	021
7	C-745-T	G04	087	135283	30,509	2,560	27,949	315436	0.67602	0.4067	8,570,000	35,000	021
7	C-745-T	G04	088	135616	30,570	2,610	27,960	315437	0.67602	0.4077	8,574,000	35,000	021
7	C-745-T	G04	089	135681	30,533	2,606	27,927	315440	0.67602	0.4000	8,563,000	34,000	021
7	C-745-T	G04	090	135268	30,509	2,573	27,936	315433	0.67602	0.4041	8,566,000	35,000	021
7	C-745-T	G04	097	135236	30,546	2,580	27,966	315449	0.67602	0.3999	8,575,000	34,000	021
7	C-745-T	G04	099	135271	30,513	2,595	27,918	315448	0.67602	0.4022	8,561,000	34,000	021
			29		885,399	75,195	810,204				248,439,000	1,001,000	
7	C-745-T	H02	098	134693	30,518	2,612	27,906	315071	0.67602	0.4223	8,557,000	36,000	021
7	C-745-T	I04	007	124062	30,573	2,618	27,955	348879	0.67604	0.4015	8,572,000	34,000	021
7	C-745-T	I04	009	134691	30,571	2,654	27,917	315003	0.67602	0.4000	8,560,000	34,000	021
			2		61,144	5,272	55,872				17,132,000	68,000	
7	C-745-T	J04	021	135301	30,565	2,642	27,923	315486	0.67602	0.4071	8,562,000	35,000	021
7	C-745-T	J04	038	135731	30,508	2,567	27,941	315596	0.67602	0.4000	8,568,000	34,000	021
7	C-745-T	J04	039	135713	30,550	2,594	27,956	315598	0.67602	0.4119	8,572,000	35,000	021
7	C-745-T	J04	040	135734	30,592	2,634	27,958	315599	0.67602	0.4248	8,573,000	36,000	021
7	C-745-T	J04	041	135732	30,546	2,590	27,956	315597	0.67602	0.4075	8,572,000	35,000	021
7	C-745-T	J04	043	135741	30,548	2,610	27,938	315594	0.67602	0.4002	8,567,000	34,000	021
7	C-745-T	J04	044	135793	30,488	2,588	27,900	315593	0.67602	0.4007	8,555,000	34,000	021
7	C-745-T	J04	045	134701	30,534	2,639	27,895	315031	0.67602	0.4029	8,554,000	34,000	021
7	C-745-T	J04	047	134724	30,607	2,656	27,951	315036	0.67602	0.4012	8,571,000	34,000	021
7	C-745-T	J04	056	134736	30,635	2,697	27,938	147161	0.67602	0.3996	8,567,000	34,000	021
7	C-745-T	J04	057	134676	30,551	2,642	27,909	315043	0.67602	0.4059	8,558,000	35,000	021
7	C-745-T	J04	058	126610	30,556	2,600	27,956	315432	0.67602	0.3998	8,572,000	34,000	021
7	C-745-T	J04	066	126692	30,635	2,685	27,950	315515	0.67602	0.3997	8,570,000	34,000	021
7	C-745-T	J04	069	126612	30,526	2,613	27,913	315519	0.67602	0.3997	8,559,000	34,000	021
7	C-745-T	J04	071	126605	30,575	2,613	27,962	315510	0.67602	0.4036	8,574,000	35,000	021
			15		458,416	39,370	419,046				128,494,000	517,000	
7	C-745-T	K04	004	134315	30,711	2,755	27,956	348791	0.67604	0.4010	8,573,000	34,000	021
7	C-745-T	K04	005	134355	30,531	2,581	27,950	348790	0.67604	0.3999	8,571,000	34,000	021
7	C-745-T	K04	010	134285	30,669	2,683	27,986	348793	0.67604	0.4010	8,582,000	34,000	021
7	C-745-T	K04	013	134284	30,615	2,675	27,940	348798	0.67604	0.4009	8,568,000	34,000	021
7	C-745-T	K04	016	134287	30,554	2,573	27,981	348799	0.67604	0.4018	8,580,000	34,000	021
7	C-745-T	K04	022	134292	30,556	2,573	27,983	348797	0.67604	0.4006	8,581,000	34,000	021
7	C-745-T	K04	028	134343	30,612	2,676	27,936	348812	0.67604	0.4004	8,566,000	34,000	021
7	C-745-T	K04	029	134277	30,634	2,692	27,942	348719	0.67604	0.4002	8,568,000	34,000	021

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UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-T	K04	031	134383	30,586	2,626	27,960	348725	0.67604	0.4028	8,574,000	35,000	021
7	C-745-T	K04	033	134275	30,558	2,616	27,942	348721	0.67604	0.4010	8,568,000	34,000	021
7	C-745-T	K04	035	134319	30,568	2,660	27,908	348720	0.67604	0.4008	8,558,000	34,000	021
7	C-745-T	K04	040	131684	30,609	2,651	27,958	348824	0.67604	0.4022	8,573,000	34,000	021
7	C-745-T	K04	041	131542	30,610	2,664	27,946	348823	0.67604	0.3999	8,570,000	34,000	021
7	C-745-T	K04	042	134279	30,636	2,672	27,964	348724	0.67604	0.4007	8,575,000	34,000	021
7	C-745-T	K04	043	134273	30,531	2,587	27,944	348723	0.67604	0.4031	8,569,000	35,000	021
7	C-745-T	K04	049	134312	30,525	2,587	27,938	348754	0.67604	0.4021	8,567,000	34,000	021
7	C-745-T	K04	052	131571	30,605	2,620	27,985	348829	0.67604	0.3999	8,581,000	34,000	021
7	C-745-T	K04	053	131747	30,563	2,640	27,923	348833	0.67604	0.4022	8,562,000	34,000	021
7	C-745-T	K04	054	131727	30,590	2,660	27,930	348837	0.67604	0.4001	8,565,000	34,000	021
7	C-745-T	K04	055	131536	30,586	2,626	27,960	348834	0.67604	0.4012	8,574,000	34,000	021
7	C-745-T	K04	056	131721	30,578	2,636	27,942	348832	0.67604	0.4002	8,568,000	34,000	021
7	C-745-T	K04	057	131577	30,594	2,664	27,930	348835	0.67604	0.4002	8,565,000	34,000	021
7	C-745-T	K04	062	131486	30,665	2,668	27,997	348842	0.67604	0.4020	8,585,000	35,000	021
7	C-745-T	K04	067	131561	30,586	2,616	27,970	348847	0.67604	0.4067	8,577,000	35,000	021
7	C-745-T	K04	068	131669	30,568	2,616	27,952	348845	0.67604	0.4024	8,571,000	34,000	021
7	C-745-T	K04	069	131568	30,567	2,617	27,950	348846	0.67604	0.4040	8,571,000	35,000	021
7	C-745-T	K04	072	133675	30,542	2,579	27,963	348851	0.67604	0.3997	8,575,000	34,000	021
7	C-745-T	K04	073	131622	30,590	2,625	27,965	348853	0.67604	0.4002	8,575,000	34,000	021
7	C-745-T	K04	074	131597	30,611	2,651	27,960	348852	0.67604	0.4017	8,574,000	34,000	021
7	C-745-T	K04	080	133701	30,643	2,654	27,989	348861	0.67604	0.4015	8,583,000	34,000	021
7	C-745-T	K04	082	133430	30,550	2,613	27,937	348863	0.67604	0.4014	8,567,000	34,000	021
7	C-745-T	K04	084	132823	30,629	2,681	27,948	348862	0.67604	0.4006	8,570,000	34,000	021
7	C-745-T	K04	085	133579	30,556	2,586	27,970	348864	0.67604	0.4013	8,577,000	34,000	021
7	C-745-T	K04	086	133446	30,545	2,595	27,950	348865	0.67604	0.4006	8,571,000	34,000	021
7	C-745-T	K04	090	133769	30,647	2,684	27,963	348873	0.67604	0.3999	8,575,000	34,000	021
7	C-745-T	K04	091	133632	30,565	2,622	27,943	348869	0.67604	0.4008	8,569,000	34,000	021
7	C-745-T	K04	094	131610	30,555	2,610	27,945	348891	0.67602	0.4009	8,569,000	34,000	021
7	C-745-T	K04	095	134625	30,599	2,628	27,971	348934	0.67602	0.4014	8,577,000	34,000	021
7	C-745-T	K04	096	134655	30,570	2,616	27,954	348931	0.67602	0.4017	8,572,000	34,000	021
7	C-745-T	K04	097	134632	30,670	2,676	27,994	348941	0.67602	0.4001	8,584,000	34,000	021
7	C-745-T	K04	098	134624	30,655	2,667	27,988	348937	0.67602	0.4016	8,582,000	34,000	021
7	C-745-T	K04	101	134585	30,578	2,627	27,951	348942	0.67602	0.4007	8,571,000	34,000	021
			42		1,284,912	110,748	1,174,164				360,053,000	1,433,000	
7	C-745-T	L04	002	133732	30,549	2,614	27,935	348620	0.67604	0.3999	8,566,000	34,000	021
7	C-745-T	L04	003	133678	30,536	2,571	27,965	348634	0.67604	0.3999	8,575,000	34,000	021

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UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-T	L04	004	133685	30,632	2,696	27,936	348625	0.67604	0.4034	8,566,000	35,000	021
7	C-745-T	L04	005	133734	30,552	2,612	27,940	348630	0.67604	0.4041	8,568,000	35,000	021
7	C-745-T	L04	006	133718	30,569	2,609	27,960	348623	0.67604	0.4001	8,574,000	34,000	021
7	C-745-T	L04	007	133659	30,557	2,601	27,956	348637	0.67604	0.4028	8,573,000	35,000	021
7	C-745-T	L04	008	133733	30,587	2,613	27,974	348629	0.67604	0.4007	8,578,000	34,000	021
7	C-745-T	L04	009	133721	30,605	2,631	27,974	348631	0.67604	0.4004	8,578,000	34,000	021
7	C-745-T	L04	010	133585	30,553	2,614	27,939	348635	0.67604	0.4007	8,567,000	34,000	021
7	C-745-T	L04	012	133805	30,599	2,646	27,953	348653	0.67604	0.3998	8,572,000	34,000	021
7	C-745-T	L04	013	134142	30,692	2,744	27,948	348680	0.67604	0.4004	8,570,000	34,000	021
7	C-745-T	L04	015	134123	30,497	2,551	27,946	348683	0.67604	0.4022	8,570,000	34,000	021
7	C-745-T	L04	016	134140	30,610	2,672	27,938	348679	0.67604	0.3998	8,567,000	34,000	021
7	C-745-T	L04	021	134374	30,582	2,630	27,952	348688	0.67604	0.3998	8,571,000	34,000	021
7	C-745-T	L04	022	134215	30,606	2,635	27,971	348686	0.67604	0.4030	8,577,000	35,000	021
7	C-745-T	L04	023	134388	30,496	2,546	27,950	348691	0.67604	0.3998	8,571,000	34,000	021
7	C-745-T	L04	024	134220	30,613	2,633	27,980	348694	0.67604	0.4016	8,580,000	34,000	021
7	C-745-T	L04	025	134293	30,555	2,597	27,958	348692	0.67604	0.4042	8,573,000	35,000	021
7	C-745-T	L04	026	134297	30,622	2,689	27,933	348695	0.67604	0.4000	8,566,000	34,000	021
7	C-745-T	L04	027	134296	30,667	2,701	27,966	348698	0.67604	0.4001	8,576,000	34,000	021
7	C-745-T	L04	028	134155	30,624	2,677	27,947	348693	0.67604	0.4043	8,570,000	35,000	021
7	C-745-T	L04	029	134348	30,604	2,646	27,958	348697	0.67604	0.4045	8,573,000	35,000	021
7	C-745-T	L04	030	134342	30,573	2,613	27,960	348696	0.67604	0.4031	8,574,000	35,000	021
7	C-745-T	L04	031	134308	30,632	2,692	27,940	348700	0.67604	0.4009	8,568,000	34,000	021
7	C-745-T	L04	034	134302	30,645	2,684	27,961	348699	0.67604	0.4003	8,574,000	34,000	021
7	C-745-T	L04	037	134367	30,630	2,656	27,974	348712	0.67604	0.4040	8,578,000	35,000	021
7	C-745-T	L04	038	134357	30,613	2,676	27,937	348707	0.67604	0.4006	8,567,000	34,000	021
7	C-745-T	L04	039	134304	30,622	2,672	27,950	348703	0.67604	0.4000	8,571,000	34,000	021
7	C-745-T	L04	041	134351	30,556	2,616	27,940	348701	0.67604	0.4012	8,568,000	34,000	021
7	C-745-T	L04	043	134290	30,622	2,676	27,946	348713	0.67604	0.4026	8,570,000	35,000	021
7	C-745-T	L04	052	134281	30,549	2,599	27,950	348726	0.67604	0.4021	8,571,000	34,000	021
7	C-745-T	L04	054	134384	30,611	2,628	27,983	348734	0.67604	0.4010	8,581,000	34,000	021
7	C-745-T	L04	055	134382	30,498	2,567	27,931	348739	0.67604	0.4010	8,565,000	34,000	021
7	C-745-T	L04	056	134371	30,549	2,597	27,952	348733	0.67604	0.4013	8,571,000	34,000	021
7	C-745-T	L04	060	134344	30,626	2,684	27,942	348742	0.67604	0.3998	8,568,000	34,000	021
7	C-745-T	L04	061	134362	30,636	2,679	27,957	348748	0.67604	0.4010	8,573,000	34,000	021
7	C-745-T	L04	063	134345	30,537	2,586	27,951	348749	0.67604	0.4028	8,571,000	35,000	021
7	C-745-T	L04	066	134286	30,665	2,703	27,962	348750	0.67604	0.4010	8,574,000	34,000	021
7	C-745-T	L04	070	134327	30,657	2,699	27,958	348755	0.67604	0.4010	8,573,000	34,000	021

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UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-T	L04	071	134341	30,524	2,568	27,956	348753	0.67604	0.4016	8,573,000	34,000	021
7	C-745-T	L04	076	134317	30,608	2,640	27,968	348756	0.67604	0.4015	8,576,000	34,000	021
7	C-745-T	L04	078	134301	30,651	2,691	27,960	348761	0.67604	0.4027	8,574,000	35,000	021
7	C-745-T	L04	079	134326	30,661	2,701	27,960	348768	0.67604	0.4002	8,574,000	34,000	021
7	C-745-T	L04	080	134316	30,597	2,655	27,942	348762	0.67604	0.4015	8,568,000	34,000	021
7	C-745-T	L04	081	134314	30,542	2,590	27,952	348765	0.67604	0.3997	8,571,000	34,000	021
7	C-745-T	L04	082	134376	30,602	2,640	27,962	348767	0.67604	0.4001	8,574,000	34,000	021
7	C-745-T	L04	084	134328	30,611	2,663	27,948	348766	0.67604	0.4006	8,570,000	34,000	021
7	C-745-T	L04	085	134325	30,621	2,679	27,942	348770	0.67604	0.4009	8,568,000	34,000	021
7	C-745-T	L04	088	134324	30,681	2,746	27,935	348769	0.67604	0.4015	8,566,000	34,000	021
7	C-745-T	L04	089	134300	30,641	2,702	27,939	348773	0.67604	0.4000	8,567,000	34,000	021
7	C-745-T	L04	090	134270	30,569	2,613	27,956	348784	0.67604	0.4013	8,573,000	34,000	021
7	C-745-T	L04	091	134385	30,554	2,599	27,955	348774	0.67604	0.4029	8,572,000	35,000	021
7	C-745-T	L04	092	134329	30,610	2,663	27,947	348775	0.67604	0.3998	8,570,000	34,000	021
7	C-745-T	L04	095	134321	30,584	2,640	27,944	348783	0.67604	0.4010	8,569,000	34,000	021
7	C-745-T	L04	096	134271	30,676	2,729	27,947	348785	0.67604	0.4002	8,570,000	34,000	021
7	C-745-T	L04	098	134389	30,618	2,655	27,963	348786	0.67604	0.3999	8,575,000	34,000	021
7	C-745-T	L04	099	134338	30,541	2,600	27,941	348781	0.67604	0.4017	8,568,000	34,000	021
7	C-745-T	L04	100	134322	30,677	2,700	27,977	348782	0.67604	0.4000	8,579,000	34,000	021
7	C-745-T	L04	101	134320	30,564	2,635	27,929	348780	0.67604	0.4031	8,564,000	35,000	021
					1,805,260	156,064	1,649,196				505,719,000	2,020,000	
7	C-745-T	M04	053	133458	30,584	2,625	27,959	348576	0.67604	0.4121	8,573,000	35,000	021
7	C-745-T	M04	056	133791	30,660	2,670	27,990	348585	0.67604	0.4038	8,583,000	35,000	021
7	C-745-T	M04	058	133794	30,653	2,698	27,955	348584	0.67604	0.4049	8,572,000	35,000	021
7	C-745-T	M04	059	133793	30,662	2,694	27,968	348581	0.67604	0.4045	8,576,000	35,000	021
7	C-745-T	M04	060	133525	30,581	2,597	27,984	348586	0.67604	0.4034	8,581,000	35,000	021
7	C-745-T	M04	061	133808	30,660	2,691	27,969	348591	0.67604	0.4010	8,577,000	34,000	021
7	C-745-T	M04	062	133786	30,673	2,680	27,993	348583	0.67604	0.4054	8,584,000	35,000	021
7	C-745-T	M04	063	133778	30,644	2,673	27,971	348589	0.67604	0.4085	8,577,000	35,000	021
7	C-745-T	M04	064	133790	30,679	2,703	27,976	348587	0.67604	0.4029	8,579,000	35,000	021
7	C-745-T	M04	067	133785	30,659	2,681	27,978	348596	0.67604	0.3999	8,579,000	34,000	021
7	C-745-T	M04	068	133780	30,642	2,690	27,952	348593	0.67604	0.4024	8,571,000	34,000	021
7	C-745-T	M04	070	133792	30,624	2,674	27,950	348588	0.67604	0.4056	8,571,000	35,000	021
7	C-745-T	M04	072	133788	30,560	2,613	27,947	348582	0.67604	0.4047	8,570,000	35,000	021
7	C-745-T	M04	073	133612	30,535	2,608	27,927	348605	0.67604	0.4002	8,564,000	34,000	021
7	C-745-T	M04	074	133782	30,645	2,680	27,965	348590	0.67604	0.4067	8,575,000	35,000	021
7	C-745-T	M04	075	133762	30,662	2,692	27,970	348599	0.67604	0.4001	8,577,000	34,000	021

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UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-T	M04	077	133745	30,616	2,683	27,933	348600	0.67604	0.4019	8,566,000	34,000	021
7	C-745-T	M04	079	133753	30,573	2,640	27,933	348601	0.67604	0.4010	8,566,000	34,000	021
7	C-745-T	M04	080	133755	30,642	2,678	27,964	348598	0.67604	0.4005	8,575,000	34,000	021
7	C-745-T	M04	087	133781	30,628	2,689	27,939	348612	0.67604	0.4027	8,567,000	34,000	021
7	C-745-T	M04	089	133715	30,561	2,606	27,955	348614	0.67604	0.4004	8,572,000	34,000	021
7	C-745-T	M04	090	133765	30,679	2,710	27,969	348611	0.67604	0.4011	8,577,000	34,000	021
7	C-745-T	M04	092	133768	30,633	2,703	27,930	348613	0.67604	0.4030	8,565,000	35,000	021
7	C-745-T	M04	093	133752	30,633	2,683	27,950	348624	0.67604	0.4002	8,571,000	34,000	021
7	C-745-T	M04	095	133720	30,585	2,593	27,992	348619	0.67604	0.3998	8,584,000	34,000	021
7	C-745-T	M04	099	133779	30,633	2,673	27,960	348639	0.67604	0.4019	8,574,000	34,000	021
7	C-745-T	M04	100	133731	30,550	2,610	27,940	348618	0.67604	0.4000	8,568,000	34,000	021
7	C-745-T	M04	101	133719	30,590	2,640	27,950	348628	0.67604	0.4001	8,571,000	34,000	021
			28		857,446	74,577	782,869				2,40,065,000	964,000	
7	C-745-T	N04	074	131841	30,602	2,639	27,963	348445	0.67604	0.4041	8,575,000	35,000	021
7	C-745-T	N04	084	131784	30,572	2,624	27,948	348447	0.67604	0.4030	8,570,000	35,000	021
			2		61,174	5,263	55,911				17,145,000	70,000	
7	C-745-T	Y04	045	136448	30,548	2,593	27,955	316767	0.67602	0.4019	8,572,000	34,000	021
7	C-745-T	Y04	047	135714	30,546	2,615	27,931	316768	0.67602	0.4072	8,565,000	35,000	021
7	C-745-T	Y04	048	137342	30,514	2,610	27,904	316756	0.67602	0.4162	8,556,000	36,000	021
7	C-745-T	Y04	049	137341	30,537	2,608	27,929	316758	0.67602	0.4082	8,564,000	35,000	021
7	C-745-T	Y04	052	137301	30,565	2,585	27,980	316757	0.67602	0.4141	8,580,000	36,000	021
7	C-745-T	Y04	054	136182	30,613	2,663	27,950	316761	0.67602	0.4002	8,570,000	34,000	021
7	C-745-T	Y04	055	136291	30,549	2,593	27,956	316772	0.67602	0.4057	8,572,000	35,000	021
7	C-745-T	Y04	056	136345	30,555	2,595	27,960	316777	0.67602	0.4057	8,574,000	35,000	021
7	C-745-T	Y04	057	135345	30,542	2,611	27,931	316764	0.67602	0.4043	8,565,000	35,000	021
7	C-745-T	Y04	058	137262	30,582	2,610	27,972	316763	0.67602	0.4024	8,577,000	35,000	021
7	C-745-T	Y04	059	135314	30,565	2,615	27,950	316773	0.67602	0.4030	8,570,000	35,000	021
7	C-745-T	Y04	060	137331	30,500	2,618	27,882	316759	0.67602	0.4087	8,550,000	35,000	021
7	C-745-T	Y04	062	137344	30,585	2,606	27,979	316766	0.67602	0.4047	8,579,000	35,000	021
			13		397,201	33,922	363,279				111,394,000	455,000	
7	C-745-T	Z04	016	137164	30,532	2,644	27,888	316662	0.67602	0.4128	8,551,000	35,000	021
7	C-745-T	Z04	040	136761	30,507	2,600	27,907	316328	0.67602	0.4001	8,557,000	34,000	021
			2		61,039	5,244	55,795				17,108,000	69,000	
			294		8,991,017	774,378	8,216,639				2,519,557,000	10,104,000	
			331		10,120,750	871,055	9,249,695				2,836,328,000	11,373,000	
			Grand Total:										

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APPENDIX D: CYLINDERS OF REPLACEMENT DU TO BE PROVIDED

DOE Tails for ENW Sale - Replacements

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UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-F	CC	060	136763	30,548	2,590	27,958	316419	0.67602	0.3991	8,573,000	34,000	021
7	C-745-F	CC	062	136619	30,543	2,600	27,943	316295	0.67602	0.3993	8,568,000	34,000	021
7	C-745-F	CC	063	136771	30,542	2,604	27,938	316420	0.67602	0.3991	8,567,000	34,000	021
7	C-745-F	S	026	136464	91,633	7,794	83,839	316814	0.67602	0.3995	25,708,000	102,000	021
7	C-745-F	U	075	134837	30,612	2,658	27,954	316861	0.67602	0.3993	8,572,000	34,000	021
7	C-745-F	V	034	136722	30,586	2,624	27,962	316850	0.67602	0.3991	8,574,000	34,000	021
7	C-745-F	V	047	136522	30,538	2,612	27,926	316845	0.67602	0.3995	8,563,000	34,000	021
7	C-745-G	CC1	019	136515	61,139	5,222	55,917	316365	0.67602	0.3994	17,146,000	68,000	021
7	C-745-G	CC1	023	136692	213,970	18,298	195,672	316358	0.67602	0.3991	60,000,000	238,000	021
7	C-745-G	CC1	029	136470	30,577	2,653	27,924	316354	0.67602	0.3993	8,563,000	34,000	021
7	C-745-G	CC1	046	136642	30,532	2,620	27,912	316345	0.67602	0.3993	8,559,000	34,000	021
7	C-745-G	EE1	046	136644	30,485	2,585	27,900	316340	0.67602	0.3994	8,555,000	34,000	021
7	C-745-G	EE1	049	136716	122,143	10,457	111,686	316340	0.67602	0.3994	34,247,000	136,000	021
7	C-745-G	EE1	051	136714	30,590	2,611	27,979	316405	0.67602	0.3994	8,579,000	34,000	021
7	C-745-T	B03	071	124049	30,552	2,612	27,940	316389	0.67602	0.3989	8,567,000	34,000	021
7	C-745-T	C04	060	134702	30,534	2,617	27,917	316288	0.67602	0.3994	8,560,000	34,000	021
7	C-745-T	C04	063	134622	91,676	7,840	83,836	316288	0.67602	0.3994	25,706,000	102,000	021
7	C-745-T	C04	064	134698	213,819	18,297	195,522	316288	0.67602	0.3994	59,953,000	238,000	021
7	C-745-T	C04	069	134602	30,509	2,608	27,901	315015	0.67602	0.3995	8,555,000	34,000	021
7	C-745-T	C04	071	134653	30,586	2,608	27,978	348967	0.67602	0.3995	8,570,000	34,000	021
7	C-745-T	C04	072	134628	30,602	2,654	27,948	315009	0.67602	0.3989	8,570,000	34,000	021
7	C-745-T	C04	073	134630	30,580	2,611	27,969	348963	0.67602	0.3992	8,576,000	34,000	021
7	C-745-T	C04	077	134633	30,564	2,620	27,944	348958	0.67602	0.3992	8,569,000	34,000	021
7	C-745-T	C04	087	134822	30,658	2,726	27,932	348964	0.67602	0.3992	8,565,000	34,000	021
7	C-745-T	C04	095	134869	30,600	2,643	27,957	348955	0.67602	0.3994	8,573,000	34,000	021
7	C-745-T	C04	096	134706	30,615	2,659	27,956	348943	0.67602	0.3995	8,572,000	34,000	021
7	C-745-T	C04	096	134706	30,602	2,645	27,957	315058	0.67602	0.3991	8,573,000	34,000	021
7	C-745-T	C04	096	134706	30,639	2,668	27,971	315063	0.67602	0.3993	8,577,000	34,000	021
7	C-745-T	C04	096	134706	30,595	2,647	27,948	147175	0.67602	0.3990	8,570,000	34,000	021
7	C-745-T	C04	096	134706	30,551	2,605	27,946	147175	0.67602	0.3992	8,569,000	34,000	021

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UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-T	C04	098	134777	30,565	2,632	27,933	147174	0.67602	0.3995	8,565,000	34,000	021
7	C-745-T	C04	100	134835	30,631	2,631	28,000	315059	0.67602	0.3988	8,586,000	34,000	021
7	C-745-T	C04	101	134900	30,565	2,618	27,947	315062	0.67602	0.3992	8,570,000	34,000	021
			14		428,353	36,997	391,356				120,005,000	476,000	
7	C-745-T	F03	037	123984	30,584	2,647	27,937	348457	0.67604	0.3994	8,567,000	34,000	021
7	C-745-T	F03	047	123987	30,589	2,639	27,950	348462	0.67604	0.3987	8,571,000	34,000	021
			2		61,173	5,286	55,887				17,138,000	68,000	
7	C-745-T	F04	003	134816	30,556	2,655	27,901	315465	0.67602	0.3994	8,555,000	34,000	021
7	C-745-T	F04	004	135585	30,535	2,587	27,948	315453	0.67602	0.3991	8,570,000	34,000	021
7	C-745-T	F04	017	135303	30,564	2,622	27,942	315475	0.67602	0.3989	8,568,000	34,000	021
7	C-745-T	F04	024	135273	30,494	2,571	27,923	315450	0.67602	0.3991	8,562,000	34,000	021
7	C-745-T	F04	026	135308	30,573	2,615	27,958	315482	0.67602	0.3992	8,573,000	34,000	021
7	C-745-T	F04	044	134183	30,653	2,702	27,951	315534	0.67602	0.3993	8,571,000	34,000	021
7	C-745-T	F04	060	134125	30,653	2,703	27,950	315549	0.67602	0.3990	8,570,000	34,000	021
7	C-745-T	F04	066	134152	30,509	2,559	27,950	315554	0.67602	0.3994	8,570,000	34,000	021
7	C-745-T	F04	068	134202	30,582	2,684	27,898	315558	0.67602	0.3990	8,555,000	34,000	021
7	C-745-T	F04	075	134121	30,519	2,602	27,917	315568	0.67602	0.3988	8,560,000	34,000	021
7	C-745-T	F04	076	134145	30,529	2,580	27,949	315562	0.67602	0.3993	8,570,000	34,000	021
7	C-745-T	F04	083	135801	30,640	2,697	27,943	315576	0.67602	0.3990	8,568,000	34,000	021
			12		366,807	31,577	335,230				102,792,000	408,000	
7	C-745-T	G04	074	135225	30,492	2,575	27,917	315407	0.67602	0.3994	8,560,000	34,000	021
7	C-745-T	G04	075	135260	30,495	2,547	27,948	315416	0.67602	0.3993	8,570,000	34,000	021
7	C-745-T	G04	080	135646	30,558	2,598	27,960	315445	0.67602	0.3988	8,574,000	34,000	021
7	C-745-T	G04	081	135266	30,470	2,557	27,913	315418	0.67602	0.3991	8,559,000	34,000	021
7	C-745-T	G04	085	135254	30,515	2,570	27,945	315435	0.67602	0.3988	8,569,000	34,000	021
7	C-745-T	G04	092	135630	30,518	2,578	27,940	315439	0.67602	0.3994	8,567,000	34,000	021
7	C-745-T	G04	093	135660	30,535	2,612	27,923	315443	0.67602	0.3989	8,562,000	34,000	021
7	C-745-T	G04	094	135269	30,561	2,624	27,937	315444	0.67602	0.3995	8,566,000	34,000	021
7	C-745-T	G04	095	135185	30,450	2,557	27,893	315446	0.67602	0.3994	8,553,000	34,000	021
7	C-745-T	G04	096	135164	30,520	2,573	27,947	315445	0.67602	0.3988	8,570,000	34,000	021
7	C-745-T	G04	098	135280	30,568	2,598	27,970	315451	0.67602	0.3991	8,577,000	34,000	021
			11		335,682	28,389	307,293				94,227,000	374,000	
7	C-745-T	I04	008	123892	30,601	2,615	27,986	348894	0.67602	0.3989	8,582,000	34,000	021
			1		30,601	2,615	27,986				8,582,000	34,000	
7	C-745-T	J04	046	134747	30,440	2,533	27,907	315038	0.67602	0.3994	8,557,000	34,000	021
7	C-745-T	J04	051	134755	30,623	2,662	27,961	147162	0.67602	0.3990	8,574,000	34,000	021
7	C-745-T	J04	062	126664	30,566	2,616	27,950	315472	0.67602	0.3991	8,570,000	34,000	021

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UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-T	J04	063	123223	30,541	2,618	27,923	315476	0.67602	0.3987	8,562,000	34,000	021
7	C-745-T	J04	070	125937	30,551	2,598	27,953	315502	0.67602	0.3989	8,571,000	34,000	021
7	C-745-T	J04	072	126545	30,542	2,592	27,950	315501	0.67602	0.3987	8,570,000	34,000	021
7	C-745-T	J04	074	134673	30,534	2,605	27,929	315029	0.67602	0.3992	8,564,000	34,000	021
7	C-745-T	J04	079	134644	30,628	2,702	27,926	315014	0.67602	0.3992	8,563,000	34,000	021
			8		244,425	20,926	223,499				68,531,000	272,000	
7	C-745-T	K04	002	124019	30,644	2,654	27,990	348876	0.67604	0.3994	8,583,000	34,000	021
7	C-745-T	K04	007	134283	30,482	2,537	27,945	348796	0.67604	0.3987	8,569,000	34,000	021
7	C-745-T	K04	008	134274	30,543	2,603	27,940	348792	0.67604	0.3991	8,568,000	34,000	021
7	C-745-T	K04	011	134280	30,613	2,658	27,955	348801	0.67604	0.3994	8,572,000	34,000	021
7	C-745-T	K04	015	134353	30,578	2,600	27,978	348805	0.67604	0.3988	8,579,000	34,000	021
7	C-745-T	K04	017	134392	30,574	2,635	27,939	348804	0.67604	0.3991	8,567,000	34,000	021
7	C-745-T	K04	020	134335	30,634	2,680	27,954	348806	0.67604	0.3992	8,572,000	34,000	021
7	C-745-T	K04	023	134349	30,557	2,673	27,884	348811	0.67604	0.3988	8,550,000	34,000	021
7	C-745-T	K04	024	134354	30,585	2,615	27,970	348807	0.67604	0.3993	8,577,000	34,000	021
7	C-745-T	K04	037	134390	30,606	2,668	27,938	348729	0.67604	0.3991	8,567,000	34,000	021
7	C-745-T	K04	044	134363	30,636	2,674	27,962	348822	0.67604	0.3987	8,574,000	34,000	021
7	C-745-T	K04	045	131296	30,603	2,640	27,963	348825	0.67604	0.3993	8,575,000	34,000	021
7	C-745-T	K04	058	131526	30,622	2,634	27,988	348831	0.67604	0.3988	8,582,000	34,000	021
7	C-745-T	K04	059	131564	30,580	2,634	27,946	348838	0.67604	0.3988	8,570,000	34,000	021
7	C-745-T	K04	060	131520	30,601	2,624	27,977	348830	0.67604	0.3987	8,579,000	34,000	021
7	C-745-T	K04	087	133574	30,576	2,637	27,939	348867	0.67604	0.3991	8,567,000	34,000	021
7	C-745-T	K04	089	133503	30,568	2,612	27,956	348866	0.67604	0.3991	8,573,000	34,000	021
			17		520,002	44,778	475,224				145,724,000	578,000	
7	C-745-T	L04	035	134365	30,523	2,574	27,949	348708	0.67604	0.3992	8,570,000	34,000	021
7	C-745-T	L04	036	134291	30,570	2,615	27,955	348706	0.67604	0.3993	8,572,000	34,000	021
7	C-745-T	L04	042	134386	30,582	2,613	27,969	348711	0.67604	0.3987	8,577,000	34,000	021
7	C-745-T	L04	045	134352	30,585	2,607	27,978	348714	0.67604	0.3989	8,579,000	34,000	021
7	C-745-T	L04	057	134368	30,592	2,656	27,936	348740	0.67604	0.3994	8,566,000	34,000	021
7	C-745-T	L04	067	134318	30,618	2,650	27,968	348743	0.67604	0.3992	8,576,000	34,000	021
7	C-745-T	L04	074	134311	30,535	2,596	27,939	348757	0.67604	0.3993	8,567,000	34,000	021
7	C-745-T	L04	075	134323	30,635	2,699	27,936	348758	0.67604	0.3991	8,566,000	34,000	021
7	C-745-T	L04	093	134361	30,647	2,696	27,951	348776	0.67604	0.3987	8,571,000	34,000	021
7	C-745-T	L04	097	134332	30,641	2,679	27,962	348778	0.67604	0.3987	8,574,000	34,000	021
			10		305,928	26,385	279,543				85,718,000	340,000	
7	C-745-T	M04	055	133462	30,593	2,627	27,966	348579	0.67604	0.3989	8,576,000	34,000	021
7	C-745-T	M04	066	133441	30,555	2,595	27,960	348592	0.67604	0.3994	8,574,000	34,000	021

BUSINESS PROPRIETARY INFORMATION
 USEC CONTRACT NO. EC-SC01-12UE03133
 ENERGY NORTHWEST CONTRACT NO. 335900

UM	Yard	Row	Position	Container	Gross	Tare	Net	SampleRef	Analysis	Assay	Uranium	U235	MT
7	C-745-T	M04	078	133746	30,658	2,703	27,955	348603	0.67604	0.3990	8,572,000	34,000	021
7	C-745-T	M04	081	133750	30,577	2,640	27,937	348604	0.67604	0.3990	8,567,000	34,000	021
7	C-745-T	M04	085	133772	30,635	2,699	27,936	348609	0.67604	0.3988	8,566,000	34,000	021
7	C-745-T	M04	086	133771	30,620	2,665	27,955	348610	0.67604	0.3988	8,572,000	34,000	021
7	C-745-T	M04	088	133811	30,685	2,685	28,000	348608	0.67604	0.3992	8,586,000	34,000	021
7	C-745-T	M04	097	133723	30,541	2,591	27,950	348621	0.67604	0.3992	8,571,000	34,000	021
7	C-745-T	M04	098	133722	30,608	2,630	27,978	348622	0.67604	0.3988	8,579,000	34,000	021
			9		275,472	23,835	251,637				77,163,000	306,000	
7	C-745-T	Y04	051	136429	30,525	2,605	27,920	316765	0.67602	0.3995	8,561,000	34,000	021
			1		30,525	2,605	27,920				8,561,000	34,000	
			86		2,629,477	226,001	2,403,476				736,996,000	2,924,000	
Grand Total:				100	3,057,266	262,596	2,794,670				856,949,000	3,400,000	

BUSINESS PROPRIETARY INFORMATION
 USEC CONTRACT NO. EC-SC01-12UE03133
 ENERGY NORTHWEST CONTRACT NO. 335900

APPENDIX E: USEC SERVICE CHARGES – AS OF THE EFFECTIVE DATE

A. Packaging and Handling Charges	Price
<i>(Doesn't include supply of cylinder)</i>	
(30-inch Cylinders)	
Enriched UF6 (routine variation)	↓
Enriched UF6 (special variation)	
Natural UF6	\$*****/KgU
Depleted UF6	\$*****/KgU
(48-inch Cylinders)	
Natural UF6 Vapor Transfer to 48 Y Cylinder	\$*****/KgU
B. Cylinder & PSP Shipping and Receiving Charges	
<i>(Not for utility customer orders - For return of equipment to suppliers beyond routine feed or product deliveries)</i>	
Individual 30B cylinder not in PSP	\$*****/Cylinder
Individual PSP without cylinder	\$*****/PSP
Loading/Unloading empty cylinder and PSP	\$*****/Set
Receipt or Shipment of 48-inch cylinder	\$*****/Cylinder
Cold-Pressure Check (30-inch or 48-inch cylinder)	\$*****/Cylinder
C. Physical Storage	
Weekly Storage Fees	
30-inch or 48-inch Cylinder	\$*****/Each
PSP	\$*****/Each
Flat Rack	\$*****/Each
Removing Flat Rack from trailer and placing in storage	\$*****/Move
Retrieving Flat Rack from storage and mounting on trailer	\$*****/Move
D. Special Sampling Charges	
<i>(Prices upon request for other sampling requirements)</i>	
P-10	(1 st sample) \$*****/Sample
P-10	(more samples) \$*****/Sample
Liquid sample 30 or 48-inch cylinder	\$*****/Sample
E. Analytical Services Charges	
<i>(Prices upon request for other sampling requirements)</i>	
Uranium Purity Determination	\$*****/Analysis
U-234, U-235 and U-236 Determination	\$*****/Analysis
U-232 Determination	\$*****/Analysis
Technetium-99 Determination	\$*****/Analysis
Boron and Silicon Determination	\$*****/Analysis
Hydrocarbons Determination	\$*****/Analysis
Non-volatile Fluorides	\$*****/Analysis
Volatile Elements	\$*****/Analysis
F. Cylinders	
Valve Change on Cylinder (excludes cost of new valve)	\$*****/Cylinder
Replacement of End-Plug on clean-washed cylinder (30-inch or 48-inch cylinder including new end-plug)	\$*****/Plug
Engaging valve or plug to correct number of threads (30-inch or 48-inch cylinders)	\$*****/Valve
Surveillance of Customer Cylinder	
Reducing High Pressure before Feeding or Filling (Visual Inspection required)	\$*****/Cylinder
Reducing High Pressure before Feeding or Filling (Visual Inspection not required)	\$*****/Cylinder
Drill 48 inch cylinder for VPA Installation	\$*****/Cylinder
	\$*****/Cylinder
G. PSP (Protective Structural Packages)	

Weighing a Customer's PSP
Re-marking and Re-labeling a Customer's PSP
Gasket Replacement on Customer's PSP
Surveillance of Customer PSP
PSP Certificate Compliance Inspection (UX-30)
PSP Health Physics Release Survey

\$*****/PSP
\$*****/PSP
\$*****/PSP
\$*****/PSP
\$*****/PSP
\$*****/PSP

H. Rental Charges

(Charges Per Week or Fraction Thereof)

30-inch Cylinder
PSP – 30 inch
PSP – P-48 Overpack
P-10 Sample Container

\$*****/Cylinder
\$*****/PSP
\$*****/PSP
\$*****/Container

1 Not applicable; charges for packaging and handling are covered by Article 8.

E-

BUSINESS PROPRIETARY INFORMATION
USEC CONTRACT NO. EC-SC01-12UE03133
ENERGY NORTHWEST CONTRACT NO. 335900

APPENDIX F: FORM OF QUALITY CONFIRMATION

**Certificate of
Quality and Quantity
For Enriched Uranium Hexafluoride**

Customer: _____ Contract No: _____

Receiver: _____ Order No.: _____

UF₆ Cylinder No: _____ Assay (wt%) _____

Gross Weight:	pounds	Uranium Mass:	kg
Tare Weight:	pounds	Isotope Mass (²³⁵ U):	kg
Net Weight:	pounds		

Isotopic Composition	ASTM C996-10 Specification Value	Analyzed Values
U-235	Less than or equal to: 5.0%	
U-232	Less than or equal to: 0.0001 micrograms/gU or U236 less than 125 micrograms/gU235, then N/A	
U-234	Less than or equal to: 11.0 x 10 ³ micrograms/gU235	
U-236	Less than or equal to: 250micrograms/gU235	

Impurity Elements	
Boron	Less than or equal to 4 micrograms /gU
Silicon	Less than or equal to 250 micrograms/gU
Tc-99	Less than or equal to 0.01 micrograms/gU

Purity (U content %)
UF₆ Concentration
Molar content of hydrocarbons, chlorocarbons and partially substituted Halohydrocarbons

The samples for analysis were obtained during filling while the UF₆ was in liquid phase.

Date: _____ Signature: _____

Confidential information has been omitted in places marked "*****" and has been filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to this omitted information.

AMENDATORY AGREEMENT
Between
TENNESSEE VALLEY AUTHORITY
And
UNITED STATES ENRICHMENT CORPORATION

Date: May 15, 2012

TV-05356W, Supp. No. 9

THIS AGREEMENT, made and entered into by and between TENNESSEE VALLEY AUTHORITY (TVA), a corporation created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended (TVA Act), and UNITED STATES ENRICHMENT CORPORATION (USEC), a corporation created and existing under the laws of the State of Delaware;

WITNESSETH:

WHEREAS, USEC has been purchasing power from TVA under Power Contract TV-05356W, dated July 11, 2000, as amended (Power Contract), for the operation of the USEC uranium enrichment facilities near Paducah, Kentucky that USEC leases from the United States Department of Energy (DOE); and

WHEREAS, the parties wish to extend the term of the Power Contract in order to permit USEC to enrich DOE-owned depleted uranium supplied to USEC by Energy Northwest for the benefit of the Bonneville Power Administration and TVA; and

WHEREAS, the parties also wish to amend the performance assurance provisions of the Power Contract;

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements hereinafter set forth, and subject to the provisions of the TVA Act, the parties mutually agree as follows:

SECTION 1 - DEFINITIONS

Initial capped and underlined terms used in this agreement which are defined in Article I and Article IV of the Power Contract shall have the meaning there defined.

SECTION 2 - EXTENSION OF THE POWER CONTRACT

Effective as of the date first above written (Effective Date), section 2.1 of the Power Contract is hereby replaced with the following:

"This Contract shall become effective as of the date first above written and shall continue in effect through September 30, 2013; provided, however, that, subject to the last sentence of this section, this Contract may be terminated by either Party upon completion of all transactions for Additional Energy entered into pursuant to section 2.2(e) of this Contract. Furthermore, it is expressly recognized and agreed that a Party seeking to terminate this Contract prior to September 30, 2013 in accordance with the preceding sentence shall provide 30 days' written notice prior to termination and that this Contract shall not terminate prior to September 30, 2012."

SECTION 3 - PERFORMANCE ASSURANCE OBLIGATIONS

In accordance with the provisions of the Power Contract, TVA has determined that USEC presently has a CRR equal to a Below Investment Grade Rating. It is understood and agreed that until such time, if any, that USEC's CRR and corresponding Collateral Threshold is such that no Performance Assurance is due from USEC under the Power Contract, and in accordance with Article IV of the Power Contract, the parties have agreed that the provisions below shall be applicable to provide for the Performance Assurance to be provided and maintained by USEC.

3.1 Letter of Credit. USEC shall provide TVA an irrevocable Letter of Credit, in a form acceptable to TVA. It is recognized that as of the Effective Date, USEC has provided a Letter of Credit in the amount of *****. USEC shall at all times keep such Letter of Credit in full force and effect. The Letter of Credit may be utilized by TVA to cover any obligations for which the Power Contract provides and for which payments are not made by USEC, including, but not limited to, minimum bill obligations. Notwithstanding such Letter of Credit, USEC will remain obligated to make all payments as they become due under the Power Contract.

3.2 Weekly Prepayments. Notwithstanding the provisions of section 2.6 of the Power Contract, USEC shall pay TVA a designated sum of money per week in advance for power and energy used under the Power Contract (Weekly Prepayment). As of the Effective Date, USEC shall pay TVA a Weekly Prepayment in the amount of ***** per week. Such Weekly Prepayments shall be received by TVA no later than 12 noon CST or CDT, whichever is currently effective, on each Friday and shall be made electronically through Federal Reserve Fedwire Funds Service to TVA's account with the U.S. Treasury ***** or through Automated Clearing House to TVA's account. TVA's monthly bill for power energy shall reflect the cumulative Weekly Prepayments for that month as a credit to be applied against that monthly bill. USEC shall have seven (7) days from the date of the monthly bill, or until the next Weekly Prepayment (whichever comes later) to pay any amount that is not covered by the cumulative Weekly Prepayments for that month. In the event that the cumulative Weekly Prepayments for any month exceed the amount of that monthly bill, TVA shall notify USEC of the overpayment and credit such amount to USEC's next Weekly Prepayment(s) until the overpayment is fully exhausted.

3.3 Adjustments to Performance Assurance. The Performance Assurance provided for in this agreement is based on the price and usage of power and

energy taken by USEC and may be adjusted by TVA as provided in the Power Contract. If TVA determines that any adjustment is necessary, TVA will provide USEC with written notice of any increased or decreased amount of Performance Assurance required under the Power Contract. When an adjustment is required in the amount of the Letter of Credit, by no later than the date specified by TVA in such written notice, which in no case shall be less than ten (10) days after such notice is given, USEC shall provide TVA with a Letter of Credit in the adjusted amount stated in the notice. Furthermore, when an adjustment is required in the amount of Weekly Prepayments, by no later than the date specified by TVA in such written notice, which in no case shall be less than five (5) days after such notice is given, USEC shall provide TVA with the amount of the adjusted Weekly Prepayment.

3.4 Early Payment Credits. Notwithstanding Section 2 of the Terms and Conditions set forth in Attachment 4 of the Power Contract, provided that USEC makes all Weekly Prepayments in full falling within that Billing Month on or before the Weekly Prepayment Due Dates, and USEC is not otherwise delinquent or in default under the Power Contract, then USEC shall be entitled to early payment credits. Such early payment credits shall be calculated as follows:

- a) TVA shall determine the aggregate amount of all Weekly Prepayments due under the Power Contract and received during the Billing Month;
- b) TVA shall provide a flat ten (10) days of such credit by applying TVA's Average Short-Term Interest Rate (as defined in the Terms and Conditions to the Power Contract) to such aggregate amount.

3.5 Default. Failure to comply with any of the above provisions shall constitute an immediate default under this contract. Upon such default, TVA shall have the right to immediately discontinue the supply of power, upon 5 days' written notice, to USEC.

3.6 Performance Assurance Obligation. It is acknowledged and understood that USEC's issuance to TVA of Performance Assurance in any form is a contemporaneous exchange for new value given, and among other things, is necessary to allow USEC to receive current and future power deliveries under the terms of the Power Contract.

Discontinuance of supply under this section 3 shall not relieve USEC of its liability for minimum monthly charges or payment of past due amounts. It is expressly recognized that in determining whether either party shall be entitled to terminate the Power Contract as provided in Section 2 of this agreement, a discontinuance of supply in accordance with this section 3 shall not be considered a completion of any transaction for Additional Energy that has been entered into pursuant to section 2.2(e) of the Power Contract. It is further expressly recognized that the terms set out in this section 3 shall apply to any power made available to USEC as Additional Energy in accordance with section 2.2(e) of the Power Contract. TVA's election of any remedies under this agreement shall be without waiver of any other rights, including, without limitation, the right to damages for such default.

SECTION 4 - TERMINATION OF AGREEMENT

As of the Effective Date of this agreement, Supp. No. 7 to the Power Contract is hereby terminated.

SECTION 5 - RATIFICATION OF THE POWER CONTRACT

The Power Contract is ratified and confirmed as the continuing obligation of the parties.

IN WITNESS WHEREOF, the Parties to this agreement have caused it to be executed by their duly authorized representatives, as of the day and year first above written.

UNITED STATES ENRICHMENT CORPORATION

By /s/ Robert Van Namen
Title: Senior Vice President, Uranium Enrichment

TENNESSEE VALLEY AUTHORITY

By /s/ Tom Kilgore
Title: President and Chief Executive Officer

Confidential information has been omitted in places marked "*****" and has been filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to this omitted information.

Tennessee Valley Authority, 1101 Market Street, Chattanooga, Tennessee 37402

May 15, 2012

Mr. Robert Van Namen
Senior Vice President - Uranium Enrichment
United States Enrichment Corporation
c/o USEC, Inc.
6903 Rockledge Drive
Bethesda, Maryland 20817

Dear Mr. Van Namen:

By execution of this letter ("Confirmation"), United States Enrichment Corporation ("USEC") and Tennessee Valley Authority ("TVA" and collectively with USEC, the "Parties") hereby agree upon arrangements, as more fully described below and in support of USEC's performance of a contract to enrich uranium for Energy Northwest for the benefit of the Bonneville Power Administration and TVA, pursuant to which TVA shall sell to USEC and USEC shall buy from TVA, Additional Energy, pursuant to subsection 2.2(e) of the Power Contract numbered TV-05356W and dated July 11, 2000, as amended ("Power Contract"), which shall, for Force Majeure and buyback purposes be treated as Baseline Energy, and a portion of which shall, for suspension purposes, be treated as Firm Baseline Energy as more fully described below. Capitalized terms not otherwise defined herein shall have the same meaning as in the Power Contract.

It is understood and agreed that:

1. TVA shall provide all of USEC's power requirements for the tails enrichment program, except during any period of curtailment, suspension or interruption by TVA of the Additional Energy made available under this Confirmation. During any such period of curtailment, suspension or interruption by TVA, USEC may purchase replacement power from a third party to replace the Additional Energy curtailed, suspended or interrupted by TVA. For avoidance of doubt, it is expressly recognized by the Parties that USEC may not purchase replacement power from a third party to replace any reduction in the availability of Additional Energy provided for under section 6 below.

Beginning with Hour Ending ("HE") 0100 June 1, 2012, and continuing through HE 2400 May 31, 2013 ("Supply Period"), TVA shall make available, and USEC shall take, Additional Energy, as follows:

- (a) During the period of HE 0100 June 1, 2012, through HE 2400 June 30, 2012: 900 MWh of Additional Energy each hour for a total of 648,000 MWh, with the first 300 MWh each hour priced at *****/MWh, plus applicable Fuel Cost Adjustment ("FCA"), and the remaining 600 MWh each hour priced at *****/MWh;
- (b) During the period of HE 0100 July 1, 2012, through HE 2400 July 31, 2012: 900 MWh of Additional Energy each hour for a total of 669,600 MWh, with the first 300 MWh each hour priced at *****/MWh, plus FCA, and the remaining 600 MWh each hour priced at *****/MWh;
- (c) During the period of HE 0100 August 1, 2012, through HE 2400 August 31, 2012: 900 MWh of Additional Energy each hour for a total of 669,600 MWh, with the first 300 MWh each hour priced at *****/MWh, plus FCA, and the remaining 600 MWh each hour priced at *****/MWh;
- (d) During the period of HE 0100 September 1, 2012, through HE 2400 September 30, 2012: 1,250 MWh of Additional Energy each hour for a total of 900,000 MWh, with the first 550 MWh each hour priced at *****/MWh, plus FCA, and the remaining 700 MWh each hour priced at *****/MWh;
- (e) During the period of HE 0100 October 1, 2012, through HE 2400 April 30, 2013: 1,480 MWh of Additional Energy each hour for a total of 7,530,240 MWh of Additional Energy, with the first 740 MWh each hour priced at *****/MWh, plus FCA, and the remaining 740 MWh each hour priced at *****/MWh; and
- (f) During the period of HE 0100 May 1, 2013, through HE 2400 May 31, 2013: 1,100 MWh of Additional Energy each hour for a total of 818,400 MWh, with the first 750 MWh each hour priced at *****/MWh, plus FCA, and the remaining 350 MWh each hour priced at *****/MWh.

If during or following an interruption or curtailment of the availability of power under section 5.1 of the Power Contract or if power amounts are adjusted in accordance with section 6 below, the total amount of power made available in any hour in (d) – (f) above, as supplemented by section 4 below (if applicable), is reduced, the amount of power in excess of 300 MWh for that hour priced at *****/MWh, plus FCA, and the amount priced at *****/MWh, with no FCA, and the amount priced at *****, with no FCA, shall be adjusted to maintain the ratio between the amount of interruptible power at each price and the total amount of power in excess of 300 MWh made available in that hour. For example, assuming the amounts have not been supplemented by section 4, if following an interruption in the availability of power, the total amount of power to be taken each hour under (f) were reduced from 1,100 MWh to 1,050 MWh, then the portion of the power to be taken each hour priced at *****/MWh, plus FCA, above 300 MWh shall be reduced from 450 MWh to 422 MWh, and the power to be taken each hour priced at *****/MWh would be reduced from 350 MWh to 328 MWh.

2. During the Supply Period, the total amounts of power available to USEC under the Power Contract will be increased from zero by the amounts in section 1 above as supplemented by section 4, modified by section 6 below, or modified by any other transactions pursuant to subsection 2.2(e) of the Power Contract (if applicable), and, USEC shall take such amounts; provided, however, that it is expressly agreed that (i) all amounts taken by USEC up to and including 300 MW during any hour during any of the periods in (a) – (f) of section 1 above, shall, for suspension purposes, be treated as Firm Baseline Energy; and (ii) all amounts above 300 MWh per hour during any of the periods in (a) – (f) of section 1 above shall be subject to suspension as Interruptible Baseline Energy in accordance with Attachment 2 to the Power Contract, as amended by TV-05356W, Supp. No. 8.
3. For billing purposes, USEC's minimum energy takings under the Power Contract during the Supply Period shall be increased by the Additional Energy amounts made available to USEC pursuant to section 1 above and, if applicable, section 4 below (as modified by section 6 below if applicable), and the Additional Energy prices specified in section 1 above and, if applicable, section 4 below (as modified by section 6 below if applicable), shall be applied to such Additional Energy amounts for the Supply Period and shall be reflected in the Power Bill. It is recognized that as of the date of execution of this Confirmation, all power to be made available to USEC under the Power Contract after June 1, 2012, is provided for in this Confirmation.
4. USEC may elect to take up to an additional 125 MWh per hour of Additional Energy at *****/MWh during the period HE 0100 October 1, 2012, through HE 2400 May 31, 2013. For billing purposes, this amount would be treated as the last power made available and taken each hour during those periods. USEC must provide notice to TVA by September 1, 2012, of the amount, if any, requested for that period. It is expressly recognized that in the event that USEC elects to take Additional Energy under this section, USEC shall designate a single amount of power that TVA will make available in accordance with this section, and that same amount of power shall be made available as Additional Energy during each hour of each month between October 2012 and May 2013.
5. It is recognized by the Parties that under sections 6 and 7 of the letter agreement, dated April 25, 2011, between the Parties ("April 2011 Confirmation"), as modified by section 4 of the letter agreement, dated September 14, 2011, between the Parties ("September 2011 Confirmation"), as further modified by section 4 of the letter agreement, dated February 15, 2012, between the Parties ("February 2012 Confirmation"), as further modified by section 4 of the letter agreement, dated March 9, 2012, between the Parties ("March 9, 2012 Confirmation"), and as further modified by the Additional Energy amounts taken by USEC under section 1 of the letter agreement, dated March 21, 2012, between the Parties ("March 21, 2012 Confirmation"), USEC is obligated to buy, pursuant to section 2 of the March 21, 2012 Confirmation, 164,081 MWh of Additional Energy from TVA from HE 0100 June 1, 2012 through HE 2400 September 30, 2012. The Parties hereby agree that the first 164,081 MWh of power purchased by USEC under section 1 above shall be deemed to be the purchase of the power covered by section 2 of the March 21, 2012 Confirmation and that following the completion of the purchase of such 164,081 MWh of Additional Energy, USEC's continuing obligation to purchase Additional Energy from TVA under the April 2011, September 2011, February 2012, and March 9 and 21, 2012 Confirmations shall be fulfilled. Further, it is expressly recognized that the March 21, 2012 Confirmation shall terminate effective June 1, 2012.
6. It is expressly recognized that Energy Northwest ("EN") may (i) terminate the Agreement between EN and USEC (USEC Contract No. [EC-SC01-12UE03133]) (the "Agreement") or (ii) fail to supply USEC with sufficient conforming depleted uranium ("DU") for enrichment during the Supply Period, or to pay USEC for the enrichment of DU during the Supply Period and that such termination or failure to deliver or pay may lead USEC to cease enrichment of uranium at the Paducah Facility. Upon notification by USEC of a (i) termination of the Agreement by EN or (ii) of the date by which USEC will cease enrichment as a result of such failure provided for in the immediately preceding sentence, USEC and TVA shall agree upon a schedule to reduce all power takings under this Confirmation in a manner that ensures safe and reliable operation of the Paducah Facility while also reducing the amount of power taken under this Confirmation to zero within thirty (30) days after USEC's notice; provided, however, that if EN terminates the Agreement due to a failure to reach agreement with TVA for the sale of enriched depleted uranium, SWU (as defined below) or enriched product, then the schedule shall, at USEC's option, reduce the amount of power taken under this Confirmation to zero within ten (10) days. Such notice by USEC shall include a copy of the notice of termination delivered by EN to USEC or the notice of non-performance delivered by USEC to EN under the Agreement, as applicable. In accordance with the intent of the Parties that USEC take all power requirements for the tails enrichment program from TVA but not be obligated to purchase any power not needed if USEC ceases enrichment of uranium at the Paducah facility, it is expressly recognized and agreed that USEC shall not be entitled under this paragraph to reduce its obligations under this Confirmation unless either (i) EN terminates the Agreement or (ii) a non-performance under the EN Agreement as described in the first sentence of this section results in USEC ceasing its enrichment operations.

If, during the term of this Confirmation, EN reduces or delays its delivery to USEC of the amounts of DU that EN is required to deliver to USEC under the Agreement and, as a result of such reduction or delay, the quantity and/or schedule of separative work units ("SWU") to be supplied by USEC under the Agreement is adjusted, then in lieu of USEC ceasing to enrich uranium at the Paducah Facility as provided for under the immediately preceding paragraph, USEC may submit to TVA a proposed revised schedule of power takings under this Confirmation which reflects such reduced or delayed deliveries of DU. The proposed revised schedule of power takings may include a reduction in section 1 monthly volumes and/or a reduction in section 1 monthly volumes with an equivalent increase in other section 1 months' volumes. USEC shall provide TVA with written certification of the adjustment in quantity and/or schedule of SWUs to be supplied by USEC. The proposed revised schedule of power takings shall be subject to mutual agreement of the Parties. Nothing in this paragraph shall limit USEC's rights set forth in the first paragraph of this section 6.

Should the amounts of Additional Energy specified in section 1 of this Confirmation, as adjusted by section 4 above if applicable, be adjusted as a result of the actions taken under this section 6, then TVA shall be released of its obligation to sell, and USEC shall be released from its obligation to buy, any Additional Energy in excess of the reduced amounts determined in accordance with this section 6. When a reduction in section 1 monthly volumes, as adjusted by section 4, if applicable, occurs under this section, pricing for remaining power shall be determined in accordance with the final paragraph of section 1 above as though such reduction was the result of an interruption or curtailment. When a decrease in a month's volumes occurs with an equivalent increase in another month's volumes under this section, pricing for the month with the decreased volumes shall be determined in accordance with the final paragraph of section 1 above as though such reduction was the result of an interruption or curtailment. For the month with equivalent increased volumes, the amounts of Additional Energy added at *****/MWh, plus FCA, at *****/MWh, and at *****/MWh shall be the same MWh amounts as reduced at the specified prices under the immediately preceding sentence; provided, however, that where the FCA is applied, the FCA for the month in which power is delivered shall apply.

7. It is expressly recognized that for the purposes of any calculation of a Fuel Cost Adjustment (FCA) true-up (TUM), the Additional Energy amounts taken by USEC that are priced at *****/MWh, plus FCA, shall be treated as Baseline Energy. It is further recognized that FCA only applies to prices for which it is expressly applicable under the terms of this Confirmation.

8. For purposes of billing, the methodology used in the Operating Procedures provided for under subsection 2.2(f) of the Power Contract to calculate Unscheduled Energy shall apply to the power taken under this Confirmation such that all such energy shall be treated as Baseline Energy for purposes of such calculation. Further, a price of *****/MWh shall apply to any Excess Baseline Energy (as defined in the Operating Procedures) taken by USEC during any month of the Supply Period.
 9. It is expressly recognized that the performance assurance provisions of the Power Contract shall apply with respect to any payment obligations under this Confirmation.
 10. It is expressly understood and agreed by TVA that, notwithstanding the terms of Attachment 5 to the Power Contract, USEC shall be permitted to file this Confirmation as an exhibit to its public filings with the Securities and Exchange Commission with pricing information redacted and, where applicable, to disclose modifications to the schedule of power takings under any section of this Confirmation.
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If the foregoing satisfactorily states the understanding between us, please have a duly authorized representative execute this Confirmation on behalf of USEC and return an executed copy to me. This agreement shall, subject to execution of the Agreement by USEC and EN and delivery of the same (excluding proprietary information) to TVA, become effective as of the date accepted and agreed to by TVA below and shall remain in effect until all obligations of the Parties under this agreement have been fulfilled.

Accepted and agreed to as of the
15th day of May, 2012.

TENNESSEE VALLEY AUTHORITY

By /s/ Tom Kilgore
Tom Kilgore
President and Chief Executive Officer

Accepted and agreed to as of the
15th day of May, 2012.

UNITED STATES ENRICHMENT CORPORATION

By /s/ Robert Van Namen
Robert Van Namen
Senior Vice President - Uranium Enrichment

Confidential information has been omitted in places marked "*****" and has been filed separately with the Securities and Exchange Commission.
Confidential treatment has been requested with respect to this omitted information.

DE-AC01-93NE50067,
08843672/50067-02
Amendment No. 020

AMENDMENT No. 020, signed as of June 5, 2012, to Contract No. DE-AC01-93NE50067,08843672/50067-02 entered into January 14, 1994 (the "Contract") by and between United States Enrichment Corporation ("USEC"), Executive Agent of the United States of America, and Joint Stock Company "Techsnabexport" ("TENEX"), Executive Agent of the State Atomic Energy Corporation "Rosatom" ("Rosatom"), Executive agent of the Russian Federation. USEC and TENEX, acting in their capacities as Executive Agents, are referred to herein individually as a "Party" and collectively as the "Parties". Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Contract.

Pursuant to Part I, Section H.12(c) of the Contract, USEC and TENEX hereby agree as follows:

SECTION 1. The last three sentences at the end of the first paragraph of Part I, Section B.05 shall be replaced by the following:

"Notwithstanding anything to the contrary in this Contract and subject to Section 3 of Amendment No. 020 to the Contract, in calendar year 2013 TENEX shall deliver, and USEC shall take delivery of, all remaining amounts of LEU-from-HEU (including all LEU contained in the 8.7 MT of HEU that was not delivered for calendar year 1999 (the "1999 Material")), as may be required to ensure that over the term of the Contract, TENEX has delivered, and USEC has taken delivery of, LEU contained in 500 MT of HEU, in accordance with the Government-to-Government Agreement (Attachment 9 to the Contract) and the terms of this Contract before December 31, 2013."

SECTION 2. Notwithstanding anything to the contrary in the Contract (including but not limited to Appendix A to Amendment No. 019 to the Contract), *****. In particular, the Parties confirm and agree as follows:

(a) The 1999 SWU Quantity means the quantity of SWU contained in 8,700.000 kg of HEU.

(b) The exact and final 1999 SWU Quantity ***** shall be determined in accordance with Appendix A to this Amendment No. 020 to the Contract.

(c) The 1999 SWU Quantity shall be deemed to be contained in type 30B cylinders only and shall not be deemed to be contained in the relevant type 1S (or other type if applicable) sample bottles.

(d) The 1999 SWU Quantity contained in the 1999 Material shall be the first SWU to be invoiced by TENEX, and paid by USEC, in CY2013. ***** Due to the high level of package traffic during the period of September-November 22, 2013, the September-November 2013 deliveries, as envisaged by the CY2013 USEC-TENEX Schedule (as defined below) may be shifted between months, but not beyond November 22, 2013. Any such shift shall not prejudice the treatment of the deliveries ordered by USEC for delivery in September-November 2013 as being subject to Section 4 for payment purposes, even if such deliveries are shifted to an earlier month.

(e) *****

SECTION 3. The Parties shall establish in the schedule of LEU deliveries in CY2013 (the "CY2013 USEC-TENEX Schedule") that the first delivery under the Contract shall be effected by TENEX and taken by USEC not later than May 31, 2013 and all LEU deliveries under the Contract, including but not limited to the last LEU delivery, shall be effected by TENEX and taken by USEC not later than November 22, 2013. Subject to force majeure, all LEU deliveries under the Contract, including but not limited to the last LEU delivery, shall be imported by USEC into the United States not later than December 30, 2013 to ensure the completion of the Government-to-Government Agreement before December 31, 2013.

(a) Only for purposes of performance by USEC of its importation obligation as stated above, "force majeure" shall include, in addition to the circumstances described in Part I, Section H.13, of the Contract, any disruption or delay of transportation of LEU to or from, or clearance of LEU at, through or from, any port that is not due to the negligent act or omission of USEC. In no event shall acts or omissions of third parties that are not solicited or caused by USEC be considered to be acts or omissions of USEC in evaluating whether USEC may claim force majeure, including, but not limited to, acts or omissions of persons or entities acting as transporters, shipping agents, freight forwarders, Customs Brokers, warehouses, contractors or subcontractors of USEC in effecting transportation to or from, or clearance of shipments at, through or from, any port, nor shall USEC's force majeure claim be rejected on the grounds that USEC selected the third party whose acts or omissions caused the force majeure.

(b) In case, through no fault of TENEX or the government or agencies of the Russian Federation, all LEU delivered by TENEX under the Contract in CY2013 has not been imported into the United States by December 30, 2013 for any reason whatsoever, including but not limited to force majeure circumstances, USEC shall apply its best efforts to assist TENEX in securing a joint determination of the U.S. Secretary of Energy and Secretary of State under paragraph (c)(4) of Section 3112A of the USEC Privatization Act with respect to waiver of the import limitations under paragraph (c)(1) of Section 3112A. This Section 3(b) shall be the exclusive remedy against USEC with respect to the failure to import such LEU by December 30, 2013. Such remedy shall be applied also if the failure to import such LEU by December 30, 2013 will be caused by force majeure.

SECTION 4. *****

SECTION 5. This Section 5 and Section 6 and Section 8 of this Amendment No. 020 shall take effect immediately upon execution by both Parties of this Amendment No. 020. Sections 1 through 4 and Section 7 of this Amendment No. 020 shall enter into full force and effect and the rights and obligations of the Parties under such Sections 1 through 4 and Section 7 of this Amendment No. 020 shall become effective and the Parties shall be bound by the aforementioned Sections 1 through 4 and Section 7 as of the first day by which the Parties have notified each other in writing, which notices shall not be withheld or delayed and shall indicate the date of the relevant approval or endorsement, that this Amendment No. 020 has been approved or endorsed by the notifying Party's Government. Each Party shall promptly after execution by both Parties of this Amendment No. 020 (or earlier if possible) apply to the respective Party's Government for approval of this Amendment No. 020 and shall use its reasonable efforts to secure its Government's approval of this Amendment No. 020 as soon as possible. If by September 1, 2012 any one or both of the Parties' Governments have neither (i) approved or endorsed this Amendment No. 020 nor (ii) denied such approval or endorsement in writing, the Parties shall immediately enter into consultations to agree on measures to obtain the relevant Governmental approval(s) or endorsement(s) of this Amendment No. 020 and how to proceed with the implementation of the Contract in the context of the absence of the respective Governmental approval(s) or endorsement(s) of this Amendment No. 020, but if they fail to agree on such measures by September 15, 2012 and approval(s) or endorsement(s) from both Governments still have not been received by that date, Sections 1 through 4 and Section 7 of this Amendment No. 020 shall be null and void. A Party shall immediately notify the other Party if the relevant Party's Government denies approval or endorsement of this Amendment No. 020. If any one or both of the Parties' Governments deny approval or endorsement of this Amendment No. 020 Sections 1 through 4 and Section 7 of this Amendment No. 020 shall be null and void.

SECTION 6. Each Party may disclose to third parties the existence of this Amendment No. 020, but shall not disclose its terms, in whole or in part, to any third party without the consent of the other Party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may disclose the terms of this Amendment No. 020 (a) to the extent such disclosure is required (i) to secure an approval or endorsement required by Section 5 hereof; (ii) by law, regulation, order of a court or government agency, including to fulfill disclosure requirements of the Securities and Exchange Commission; or (iii) to fulfill such Party's duties as Executive Agent under the Contract; (b) on a confidential basis to such Party's parent companies, outside legal counsel, creditors, investors, advisors and organizations providing book-keeping, accounting and tax reporting services for either Party (including, but not limited to, Closed Joint Stock Company "Greenatom"); or (c) on a confidential basis to such Party's production plants or for customs clearance purposes. A Party who makes a disclosure under the preceding sentence shall mark the information as "proprietary business information" and, in the case of disclosures to government organizations (including the Russian production plants) who are not subject to a signed confidentiality agreement with the disclosing Party, shall seek to invoke any procedures available to protect the disclosed information from further disclosure.

SECTION 7. Except as amended hereby, the Contract shall remain unchanged and in full force and effect.

SECTION 8. This Amendment may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date first written above.

UNITED STATES ENRICHMENT
CORPORATION

JOINT STOCK COMPANY
"TECHSNABEXPORT"

By: /s/ Philip G. Sewell

By: /s/ Alexey A. Grigoriev

Name: Philip G. Sewell

Name: Alexey A. Grigoriev

Position: Senior Vice President

Position: General Director

PROPRIETARY BUSINESS INFORMATION

Appendix A: Calculation of 1999 SWU Quantity

The Parties shall determine the exact and final 1999 SWU Quantity at the time they execute the binding delivery order for CY2013 and CY2013 USEC-TENEX Schedule, in accordance with the following formula:

$Q^{1999}_{SWU} = (Q^{1999}_{HEU} / Q^T_{HEU}) \times Q^T_{SWU}$, where:

Q^{1999}_{SWU} is the 1999 SWU Quantity;

Q^{1999}_{HEU} is the quantity of HEU representing the 1999 Material, which equals to 8,700.000 kg HEU;

Q^T_{HEU} is the total quantity of HEU to be blended down and delivered to USEC as LEU in accordance with the binding delivery order for CY2013 and CY2013 USEC-TENEX Schedule, which shall comply to the terms of the Contract, including this Amendment No. 020 (for avoidance of doubt, Q^T_{HEU} shall be equal to the remaining quantity of HEU to be blended down and delivered to USEC as LEU pursuant to the Government-to-Government Agreement and the Contract in CY2013 to ensure that the total quantity of HEU blended down and delivered to USEC as LEU pursuant to the Government-to-Government Agreement and the Contract is not less than 500 metric tonnes of HEU);

Q^T_{SWU} is the total quantity of SWU contained in LEU derived from Q^T_{HEU} and ordered by USEC for delivery in CY2013 in accordance with the binding order and the CY2013 USEC-TENEX Schedule.

In making the calculations in accordance with the above formula, the Parties shall round Q^T_{HEU} to the nearest gram of HEU, Q^T_{SWU} to three decimal places (one-thousandth part of SWU), the result of each intermediary individual arithmetic operation (division or multiplication, as the case may be) to three decimal places and the resulting Q^{1999}_{SWU} to three decimal places (one-thousandth part of SWU).

In making the calculation of 50% of the 1999 SWU Quantity (Q^{1999}_{SWU}) the Parties shall multiply Q^{1999}_{SWU} by 0.50 and round the resulting Q^{1999}_{SWU} to three decimal places (one-thousandth part of SWU).

In rounding, where the number in the fourth decimal place is 1, 2, 3 or 4, the number is discarded without changing the number in the third decimal place, and where the number in the fourth decimal place is 5, 6, 7, 8 or 9, the number in the third decimal place is increased by 1. Thus, the number 0.0124 would be rounded to 0.012 while the number 0.0125 would be rounded to 0.013.

PROPRIETARY BUSINESS INFORMATION

Confidential information has been omitted in places marked "*****" and has been filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to this omitted information.

COOPERATIVE AGREEMENT

BETWEEN

DEPARTMENT OF ENERGY

AND

USEC Inc.
6903 Rockledge Drive
Bethesda, MD 20817

AND

American Centrifuge Demonstration, LLC
3930 US Route 23 South
Piketon, OH 45661

CONCERNING

THE AMERICAN CENTRIFUGE CASCADE DEMONSTRATION TEST PROGRAM

- 1. Agreement No.: DE-NE0000530
- 2. Amendment No.: 000
- 3. Budget Period 1: From: June 1, 2012 To: November 30, 2012
- 4. Budget Period 2: From: December 1, 2012 To: December 31, 2013
- 5. Project Period: From: June 1, 2012 To: December 31, 2013
- 6. Total Estimated Cost of the Agreement: \$350,000,000
 - a) Budget Period 1 Cost: \$109,587,730
 - b) Budget Period 2 Cost: \$240,412,270
- 7. Total Estimated Government Share of the Agreement: \$280,000,000
 - a) Budget Period 1 Government Share: \$87,670,184*
 - b) Budget Period 2 Government Share: \$192,329,816
- 8. Total Estimated Recipient Share of the Agreement: \$70,000,000
 - a) Budget Period 1 Recipient Share: \$21,917,546
 - b) Budget Period 2 Recipient Share: \$48,082,454
- 9. Funds Obligated This Action: \$87,670,184 equal to up to 39,200MT DUF6
- 10. Funds Obligated Prior Actions: \$000
- 11. Total Government Funds Obligated: \$87,670,184 equal to up to 39,200 MT DUF6
- 12. Authority: 42 U.S.C. 7256(a) and 42 U.S.C. 2011 et seq.
- 13. Appropriation Data: Not applicable

*The Government Share will be fulfilled through DOE assumption of title and liability for up to 39,200 MT of Depleted Uranium Hexafluoride (DUF6), which the parties agree will be treated as the Government providing \$87,670,184 in cost share contributions (80% of the total estimated cost of the agreement for Budget Period 1).

This Cooperative Agreement, (hereinafter called the "Agreement" or "Award"), is entered into between the Department of Energy, (hereinafter called the "DOE" or the "Government"), and Recipient. As used herein, Recipient means, jointly: USEC Inc. (hereinafter called "USEC", which includes where applicable its subsidiaries, affiliates, and successor entities), and American Centrifuge Demonstration, LLC (hereinafter "ACD").

FOR USEC INC.

FOR THE DEPARTMENT OF ENERGY

(Signature)

(Signature)

/s/ Philip G. Sewell
Philip G. Sewell, Senior Vice President

/s/ Beth A. Tomasoni
Beth A. Tomasoni, Contracting Officer

6-12-12
(Date)

6/12/2012
(Date)

FOR AMERICAN CENTRIFUGE DEMONSTRATION, LLC

(Signature)

/s/ Peter B. Saba

Peter B. Saba

6-12-12

(Date)

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PART I – GENERAL AND ADMINISTRATIVE INFORMATION

ARTICLE 1 – PURPOSE

The purpose of this Agreement is to provide support for the continued development and demonstration of the American Centrifuge Cascade Demonstration Test Program (Project) and to facilitate the design and construction of key systems to be operated at the scale for full commercialization. Under this Agreement, the Recipient will conduct a series of tests to establish the capability of the American Centrifuge Technology to enrich uranium at a commercial scale.

ARTICLE 2 – DEFINITIONS

The terms defined in 10 CFR Part 600 apply to this Agreement. In addition, the following terms apply:

2.01 “American Centrifuge Technology” means the advanced gas centrifuge technology that is being developed by USEC based on technology licensed to USEC by DOE.

2.02 “American Centrifuge Plant” means the commercial plant being constructed by USEC using its American Centrifuge Technology in Piketon, Ohio which will produce low enriched uranium using AC100 centrifuge machines that, when complete, will have an estimated capacity of 3.5 million separative work units per year.

2.03 “American Centrifuge Demonstration Facility” or “Lead Cascade” means the test facility constructed by USEC and being operated in Piketon, Ohio

using its American Centrifuge Technology.

2.04 "Atomic Energy Act" means the Atomic Energy Act of 1954, as amended, 42 U.S.C. §§ 2011 et. seq.

2.05 "Equipment Contract" means contract number DE-NE0000488.

2.06 "Commercialization" means to operate as a business to supply enriched uranium under commercial contracts to civilian nuclear power reactors.

2.07 "Cylinder" means a container containing Depleted Uranium Hexafluoride.

2.08 "Depleted Uranium Hexafluoride" ("DUF6") means DUF6 generated as a result of operation of the Gaseous Diffusion Plants.

2.09 "Effective Date" means the date this Agreement has been signed by both Parties.

2.10 "Gaseous Diffusion Plants" or "GDPs" means the gaseous diffusion plants at Paducah, Kentucky and Piketon, Ohio owned by DOE, portions of which are leased to the United States Enrichment Corporation (a wholly owned subsidiary of USEC).

2.11 "Party" and/or "Parties" means the executing entities to this Agreement, consisting of the U.S. Department of Energy ("DOE"), American Centrifuge Demonstration, LLC ("ACD") and USEC Inc. ("USEC"). USEC includes where applicable its subsidiaries, affiliates, and successor entities.

2.12 "PGDP" means the Paducah Gaseous Diffusion Plant.

2.13 "Project" means the American Centrifuge Cascade Demonstration Test Program.

2.14 "Project Execution Plan" means the Project Execution Plan attached as Attachment B.

2.15 "Project Scope" means the scope of the project subject to this Agreement as described in Attachment B.

2.16 "Recipient" means USEC Inc. and American Centrifuge Demonstration, LLC jointly.

2.17 "Total Estimated Cost" is the sum of the estimated project costs attributable to contributions by DOE and USEC under the terms of this Agreement as set forth in Article 9.

2.18 "Transferred Material" means DUF6 and the cylinders in which the DUF6 is contained that is transferred from USEC to DOE under the terms of this Agreement.

ARTICLE 3 – ORDER OF PRECEDENCE

3.01 In the event of any inconsistency between the terms of this Agreement and the Attachments, the inconsistency shall be resolved by giving precedence in the following order: (1) this Agreement and (2) Attachments to this Agreement.

3.02 Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator identified in Block 26 of this Agreement cover page for guidance.

ARTICLE 4 – AGREEMENT ADMINISTRATORS

4.01 Unless otherwise provided in this Agreement, approvals permitted or required to be made by DOE may be made only by the DOE Contracting Officer. Administrative and contractual matters under this Agreement shall be referred to the following representatives of the Parties:

DOE Award Administrator/Contracting Officer: Beth A. Tomasoni, Contracting Officer, U.S. Department of Energy, 1000 Independence Ave. SW, Washington, DC. Telephone: (202) 287-1536. Email: beth.tomasoni@hq.doe.gov.

Questions regarding intellectual property matters should be referred to: John T. Lucas, Esq., Assistant General Counsel for Technology Transfer and Intellectual Property, U.S. Department of Energy, 1000 Independence Ave. SW, Washington, DC 20585. Telephone: (202) 586-2939. Email: john.t.lucas@hq.doe.gov.

USEC Administrator: Charles Kerner, Director of Procurement and Contracts, 6903 Rockledge Dr., Bethesda, MD 20817. Telephone: (301) 564-3323. Email: KernerC@usec.com.

ACD Administrator: Deputy Project Manager, 3930 US Route 23 South, Piketon, OH 45661. Telephone: To be provided Email: To be provided

4.02 Technical matters under this Agreement shall be referred to the following representatives:

DOE Program Manager: William N. Szymanski, Director, Uranium Management and Policy, Office of Nuclear Energy, U.S. Department of Energy, 1000 Independence Ave. SW, Washington, DC 20585. Telephone: (202) 586-4553. Email: william.szymanski@hq.doe.gov

DOE Project Officer: J.T. Howell, Assistant Manager for Nuclear Fuel Supply U.S. Department of Energy, Oak Ridge Office, 200 Administration Road, Oak Ridge, TN 37830, Telephone: (865)574-3981, Email: howelljt@oro.doe.gov

USEC: Paul Sullivan, Vice President, American Centrifuge and Chief Engineer, 6903 Rockledge Dr., Bethesda, MD 20817. Telephone: (301) 564-3301. Email: sullivanp@usec.com.

ACD: Deputy Project Manager, 3930 US Route 23 South, Piketon, OH 45661. Telephone: To be provided Email: To be provided

4.03 Each Party may change its representatives named in this Article by written notification to the other Party.

PART II – PROJECT

ARTICLE 5 – SCOPE OF AGREEMENT

5.01 The Project Scope, included as Attachment B, describes the overall vision for the project, including purpose, objectives, work to be performed, project plan, and commercial goals. The Recipient must perform the development and demonstration in accordance with the Project Scope. Any significant change to the Project Scope must be issued as an amendment to this Agreement by the DOE Contracting Officer and executed by both Parties.

5.02 USEC must submit or otherwise provide all documentation required by Attachment C, Reporting Requirements.

ARTICLE 6 – MANAGEMENT OF THE PROJECT

6.01 Responsibilities. DOE and Recipient are bound to each other by a duty of good faith in performing their respective responsibilities. The responsibilities of the Parties are:

a. Recipient is responsible for the overall management of the project, including technical, programmatic, reporting, financial and administrative matters.

b. The DOE Project Officer will attend and fully participate in technical and project quarterly status meetings. Other DOE personnel, and/or DOE's designated representatives, as deemed appropriate by the DOE Project Officer, may also participate in technical and project status meetings.

c. DOE representatives will be subject to appropriate obligations of confidentiality with respect to Recipient proprietary, export control, and classified information.

d. Project Review. Recipient is responsible for establishing a schedule of regular technical meetings. Recipient is responsible for meeting with DOE, and/or DOE's designated representatives, on a monthly basis to update progress and discuss any special advances or problems. The monthly project review meetings may be combined with other meetings with DOE related to the review of the Project. Recipient shall notify the DOE Project Officer of the meeting schedule.

e. Modifications.

(i) If the results of the Project indicate that a change in the Project Scope would be beneficial to program objectives, Recipient may submit a written request to modify this Agreement or its Attachments to the DOE Contracting Officer, with a copy to the DOE Project Officer. The request must provide justifications to support any changes to the Project Scope and detail the technical, chronological, and financial impact of the proposed changes to the Project. A revised Project Scope is not authorized under this Agreement unless and until the Project Scope is formally revised by the DOE Contracting Officer and made part of this Agreement.

(ii) The DOE Contracting Officer is the only individual who can amend this Agreement or commit DOE. A commitment by other than the DOE Contracting Officer, either explicit or implied, is invalid.

6.02 Understanding of the Parties. The Recipient represents that it will take all necessary steps to establish and stand up ACD for the purposes of carrying out the Project, including acquiring all permits and approvals required to carry out this Cooperative Agreement. The Recipient shall cooperate with DOE/NRC with respect to the FOCI review including (i) participating in discussions or meetings where requested to do so and (ii) timely providing information, data, and documents when requested by DOE/NRC in connection with consideration thereof. The Recipient further agrees to take all reasonable steps to obtain such cooperation from the Other Participants (as defined in Attachment F). The Recipient represents that it intends to organize ACD with a governance structure as set forth in its application and included in this Agreement for reference as Attachment F. The parties agree that the Recipient's plan for governance structure of ACD is critical to further the goals and administration of the Agreement. This Agreement may only be novated or assigned from the Recipient to ACD with DOE written approval. No Party has the right to unilaterally assign or novate this agreement, and any Party may refuse approval of novation or assignment for any reason

ARTICLE 7 – STATEMENTS OF FEDERAL STEWARDSHIP AND SUBSTANTIAL DOE INVOLVEMENT

7.01 Stewardship. DOE will exercise normal Federal stewardship in overseeing the Project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance during and after project completion to ensure that the award objectives have been accomplished. The Recipient is required to provide any information, documents, or other assistance requested by DOE reasonably necessary for the purpose of its Federal stewardship or substantial involvement.

7.02 Substantial Involvement. DOE shall be substantially involved in the Project. DOE responsibilities include reviewing technical reports and other information in a timely manner, and providing suggestions or advice if the activities do not address DOE needs; participating in the initial review of the Recipient's Project baseline; attending and fully participating in quarterly program review meetings to ensure that the work accomplishes the program and project objectives; and reviewing and approving any modifications to the Project Scope, if such modifications are deemed to be in the best interest of the project. DOE substantial involvement also includes DOE review and approval prior to replacing key personnel and/or first tier contractors identified in Attachment G. DOE also exercises Federal stewardship and has substantial involvement in work performed under this Award by first tier subcontractors

identified in Attachment G. The Recipient may not restrict DOE's communications, interaction, or access to first tier subcontractors identified in Attachment G. Nothing contained in this Agreement shall be construed to permit DOE to direct any employee, or subcontractor of Recipient or to interfere with implementation of the Project by Recipient.

7.03 Technical Milestones and Deliverables. Attachment B to this Award establishes Technical Milestones and deliverables. If the Recipient fails to achieve any Technical Milestones and deliverables, DOE may renegotiate the statement of project objectives or schedule of Technical Milestones and deliverables in Attachment B to this Award. In the alternative, DOE may deem the Recipient's failure to achieve Technical Milestones set forth in Attachment B to be material noncompliance with the terms and conditions of this Award and suspend or terminate the Award. Allowability of costs shall be handled in accordance with the applicable regulations. *See, e.g.*, 10 CFR 600.25 and 10 CFR 600.352.

7.04 Technology Transfer and Outreach. DOE may provide guidance or assistance to the Recipient to accelerate the commercial deployment of DOE-funded technologies.

7.05 General Release. The Recipient understands that any technical or other guidance or assistance provided by DOE may result in positive or negative outcomes and may have unintended or unanticipated consequences. The Recipient agrees to release the Federal Government, Federal officers and employees, contractors, and agents from any and all liability, responsibility, and claims arising out of or relating to technical or other guidance or assistance under this Award. Notwithstanding any other provision of this Agreement, any failure to meet a Technical Milestone or failure to provide a deliverable as a direct result of Recipient's acceptance and/or implementation of DOE's guidance or assistance shall not form the basis for a conclusion that the Recipient has materially failed to comply with the terms and conditions of the award, provided that the Recipient has notified DOE in writing within ten business days after the receipt of guidance or assistance that identifies that the implementation and/or acceptance of guidance or assistance creates the potential noncompliance and describes with specificity the manner in which it does so.

7.06 Notwithstanding any other provision of this Agreement, the Recipient shall not be deemed to have failed to comply with a requirement of this Agreement (including a Technical Milestone) if DOE has not made available the full amount of the Government Cost Share through the Budget Period that includes the date by which such requirement or Technical Milestone must be achieved.

PART III – FINANCIAL MATTERS

ARTICLE 8 – FUNDING, ACCEPTANCE, TRANSFER & DELIVERY

8.01 The maximum amount of liability assumed from the Recipient by DOE, which is made available through DOE assumption of Depleted Uranium Hexafluoride (DUF6) title and liability, shall be as set forth in the table below. For each of the periods set forth below, the Recipient is prohibited from incurring costs for which DOE reimbursement will be sought in excess of the following amounts; provided, however, that unutilized funds made available in any period may be made available to reimburse costs incurred in any subsequent period.

Award Period	DOE Incremental Amount of Liability Assumed in DUF6	Maximum DOE Incremental Amount of Liability Assumed in Cost Share Dollars
Budget Period 1 Funding Period 1 6/1/12-7/31/12	11,813 MT of DUF6	\$26,410,272
Budget period 1 Funding Period 2 8/1/12-11/30/12	up to 27,387 MT of DUF6	\$61,259,912
Total for Budget Period 1	up to 39,200 MT of DUF6	\$87,670,184
Budget Period 2 12/1/12-12/31/13		\$192,329,816

Budget Period 1 is divided into two funding periods. DOE will accept title to DUF6 for the initial period (6/1/12-7/31/12) after award of this Agreement to allow the Recipient to begin work on approved activities. Upon satisfying the conditions set forth in this Article 8.01 below, the Contracting Officer will issue written authorization allowing the Recipient to incur costs during the remainder of Budget Period 1 and DOE shall assume the remainder of the DUF6 liability to be assumed for Budget Period 1. DOE cost share for Budget Period 1 will be fulfilled through DOE's assuming title and liability for up to 39,200 MT of Depleted Uranium Hexafluoride (DUF6), which the parties agree will be treated as the Government providing \$87,670,184 in cost share contributions (80% of the total estimated cost of the agreement for Budget Period 1).

Among other requirements set forth elsewhere in this Agreement, DOE will not assume liability from the Recipient incurred beyond 7/31/12 unless (a) the Equipment Contract (Contract No. DE-NE0000488) has been executed and title to the Transferred Property (as defined therein) has been transferred to DOE and (b) the Recipient provides a revised application for financial assistance under this award to DOE no later than 7/24/12 that includes: (1) cost, schedule, Performance Indicator/Milestone detailed estimate (to Work Breakdown Structure level 3) for the Project; (2) a report detailing ACD's efforts to implement a governance structure demonstrating capability to provide overall management of the project (see Article 6.02) and demonstrating that the ACD has submitted to the Nuclear Regulatory Commission (NRC) a complete package requesting a Foreign Ownership, Control or Influence (FOCI) determination in a form acceptable to the NRC; and (3) a revised Attachment B that includes proposed Technical Milestone dates.

Among other requirements set forth elsewhere in this Agreement, DOE's cost share for Budget Period 2 is conditioned upon the availability of appropriations or other source of consideration. In the event DOE authorizes funds above the assumption of DUF6 title and liability provided in Section 8.01 (Additional Funding), DOE and Recipient shall promptly amend this Agreement to reflect such funding and to provide invoicing procedures therefor. DOE will not assume liability or otherwise reimburse costs incurred by the Recipient under this Agreement during Budget Period 2 without first issuing written authorization permitting the Recipient to incur costs under this Agreement during Budget Period 2. DOE will not issue written authorization permitting incurrence of costs under this Agreement during Budget Period 2 unless the Recipient submits the following to DOE no later than 9/21/12: (1) documentation evidencing the existence of ACD with, subject to obtaining necessary regulatory approvals, the governance structure referenced in Article 6.02; and (2) revised cost, schedule, Performance Indicator/Milestone detailed estimate (to Work Breakdown Structure level 3) for the American Centrifuge Cascade Demonstration Test Program.

In addition to other available remedies in the event the conditions in this Section 8.01 for the continued funding of the program are not met, the Contracting Officer may suspend or terminate this award without recourse through corrective action by Recipient. In the case of such a suspension or termination, costs shall be addressed as set forth in 10 CFR § 600.24.

8.02 For DOE's cost-share contribution for Budget Period 1, DOE has agreed to accept title to certain quantities of DUF6 that will enable USEC to release encumbered funds. DOE shall be responsible for eighty percent (80%) of the allowable costs of the project for Budget Period 1. DOE cost share contributions

for Budget Period 1 will be fulfilled through DOE assuming disposal responsibilities for up to 39,200 MT of DUF6, which will be treated as \$87,670,184 in cost share contributions. DOE will accept title to, but not possession or custody of, Transferred Material on the date specified in Section 8.03 below. The maximum Government obligation to the Recipient is limited to accepting no more than 39,200 MT of DUF6. The Parties agree that the transfer of this amount of DUF6 shall provide a present value equal to \$87,670,184. The Parties agree that the transfer of DUF6 shall be from and accomplished by the Recipient through USEC's subsidiary the United States Enrichment Corporation.

8.03 Schedule and Effective Date of Transferred Material Title Transfer. Subject to adjustment as provided in Section 9.03, the Recipient will transfer title to no more than 39,200 MT of DUF6 and the cylinders in which the DUF6 is contained AS IS (the "Transferred Material") to DOE and DOE will accept title to, and responsibility for the disposition of, such Transferred Material as of the effective date of this Agreement. After title is transferred to DOE, the Recipient shall remain responsible for custody, possession and the safe and secure storage of the Transferred Material at the Recipient's own expense, and in accordance with the Recipient's procedures and applicable NRC regulatory requirements, until DOE takes custody and possession of the material.

8.04 Schedule for Transfer of Custody and Possession. At the Recipient's cost and expense, the Recipient shall transfer custody and possession of, and DOE will accept custody and possession of and responsibility for safe and secure storage of, the Transferred Material, at the date that is the earlier of either: (i) sixty (60) days after the Recipient's receipt of notice from DOE of the date DOE deems appropriate to disposition the Transferred Material; (ii) December 1, 2013; or (iii) at the date of the United States Enrichment Company's return of the portion of the property covered by the "Lease Agreement Between The United States Department of Energy and The United States Enrichment Corporation" (GDP Lease) housing the cylinder yard where the Transferred Material is currently stored.

8.05 Identification of Cylinders, Right of Inspection, and Acceptance. All Transferred Material and the cylinders containing the Transferred Material shall be provided AS IS. The Recipient shall provide DOE with a preliminary list of the cylinders of the Transferred Material within ten (10) days of the effective date of this Agreement and shall provide a final list within sixty (60) days after the termination, completion or expiration of this Agreement. DOE shall have the right to inspect the cylinders. The Recipient shall configure the cylinders as required by NRC.

8.06 Delivery. When DOE accepts custody and possession and responsibility for the safe and secure storage of the Transferred Material and/or cylinders as provided in Sections 8.04 and 8.05, the Recipient shall deliver the cylinders to DOE at a mutually agreed location at Paducah Gaseous Diffusion Plant (GDP) and mutually agreed upon schedule. At the Recipient's option, delivery may also be made by the United States Enrichment Corporation's return the cylinder yard at the Paducah GDP in which the cylinder is stored, provided such return of that area is pursuant to the terms and consistent with the United States Enrichment Corporation's obligations for such return under the GDP Lease. The delivery must be completed no later than the date of the return of the portion of the property covered by the GDP Lease housing the cylinder yard where the Transferred Material is stored, unless agreed otherwise.

8.07 Records. After the Recipient provides the list of cylinders as required in Section 8.05, and prior to transferring custody and possession of cylinders as provided in Section 8.06, the Recipient shall provide copies of all records associated with inspection, storage, and management of the Transferred Material and the cylinders, including, but not limited to, all manufacturers records in its possession and all Nuclear Material Control and Accountability records for each cylinder.

8.08 Effective date of transfer of possession and custody. The effective date of transfer of custody and possession for any Transferred Material will be the date the Transferred Material is delivered to DOE as provided in Section 8.06.

8.09 Responsibility for cylinders. The Recipient is responsible for ensuring that the cylinders remain in the same condition as of the date of this Agreement until such cylinders are transferred to DOE. The Recipient shall bear all expense of cylinder surveillance and maintenance, and such costs are not allowable costs under this Agreement. The Recipient shall indemnify DOE, and hold DOE harmless, from any and against all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind and from and against all cost and expenses, including reasonable attorney fees, resulting from the cylinders failing to be in the same condition as they were on the date of this Agreement during the time period where title to the cylinders has passed to DOE but the cylinders were in the Recipient's custody and possession.

ARTICLE 9 – COST SHARING

9.01 Total Estimated Cost is the sum of the Government share and Recipient share of the estimated project costs. The Recipient's cost share must come from non-federal sources unless otherwise allowed by law. By accepting this award, Recipient agrees that it is liable for its percentage share of total allowable project costs, even if the project is terminated early. The cost share of DOE is eighty percent (80%) and the cost share of the Recipient is twenty percent (20%). The Total Estimated Cost for the project through the end of the project is \$350,000,000. In no event will the Government's cost share be greater than eighty percent (80%).

9.02 If the Recipient discovers that it may be unable to provide cost sharing of at least the amount identified in Section 9.01, it shall immediately provide written notification to the DOE Contracting Officer indicating whether it will continue or phase out the project. If the Recipient plans to continue the project, the notification must describe how replacement cost sharing will be secured. If the Recipient decides to phase out the project, then this Agreement will be terminated in accordance with Article 27.

9.03 In the event the total costs incurred for the project are less than \$109,587,730, either due to termination of this Agreement or for other reasons, the total amount of DUF6 transferred to DOE under Article 8 will be adjusted on a pro rata basis to equal DOE's share of the total project costs to the nearest full cylinder, provided that in no circumstance shall DOE's share exceed 80% of the total costs incurred. Following termination or expiration of this Agreement, Recipient must submit an accounting of costs incurred until the point of termination or expiration to DOE's Contracting Officer within ninety (90) days of the date of termination or expiration. Within thirty (30) days of the delivery of the accounting of the total costs of the project, DOE shall notify the Recipient of the need to return title to some or all of the Transferred Material and identify the cylinders to be returned. Only title to material previously transferred by the Recipient under Section 8.04 is eligible to be transferred back to the Recipient. The Recipient will notify DOE of any objection to the return of title to the cylinders identified within ten (10) days of receiving DOE's notice. DOE shall transfer and the Recipient shall accept title to such material on the later of (i) the eleventh day after the Recipient's receipt of DOE's notice if no objection is delivered to DOE; (ii) the date DOE and the Recipient agree to the transfer;

or (iii) the date any dispute is resolved under Article 21. In no event, however, shall any cylinders be returned after the date of de-lease of the Paducah Gaseous Diffusion Plant.

9.04 Recipient must maintain records of all project costs that it claims as cost sharing, including in-kind costs. Such records are subject to audit.

ARTICLE 10 – MAXIMUM OBLIGATION

The maximum Government obligation to the Recipient is limited to accepting no more than 39,200 MT of DUF6 plus the Additional Funding if provided by DOE. The Recipient is not obligated to continue performance of the project after the maximum Government obligation and the Recipient's share of the project costs are expended.

ARTICLE 11 – FINANCIAL SYSTEM AND RECORDS

Prior to the submission of cost reports to DOE, the Recipient shall have and maintain an established accounting system which complies with Generally Accepted Accounting Principles, and with the requirements of this Agreement, and shall ensure that appropriate arrangements have been made for receiving, distributing and accounting for Federal funds and Recipient cost sharing, including any in-kind costs. Consistent with this, an acceptable accounting system will be one in which all funds, cash receipts, and disbursements are controlled and documented properly. Such records are subject to audit.

ARTICLE 12 – ALLOWABLE COSTS

Allowable costs are determined in accordance with the cost principles in 48 CFR Part 31 in the Federal Acquisition Regulation as applicable to for-profit entities in accordance with 10 CFR 600.317.

ARTICLE 13 – USE OF PROGRAM INCOME

13.01 Program income earned during the project period may be retained by the Recipient and added to the funds committed to the award and used to further eligible project objectives.

13.02 The Recipient may retain program income earned:

- a. From license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under the Agreement.
- b. After the end of the project period.

ARTICLE 14 – RECOGNITION OF PRE-AWARD COSTS

At USEC's request, DOE may consider authorizing inclusion of pre-award costs in accordance with 10 CFR 600.317(b).

PART IV – ADMINISTRATIVE REQUIREMENTS

ARTICLE 15 – TITLE AND DISPOSITION OF PROPERTY

15.01 Title to real property and equipment acquired by the Recipient under this Agreement shall vest in USEC Inc. or ACD. Title shall vest only in an entity that is legally permitted to hold title to such real property and equipment. Real property and equipment acquired by the Recipient shall be subject to the rules set forth in 10 CFR 600.321. DOE and the Recipient acknowledge and agree that title to the Equipment as defined in the Equipment Contract (Contract No. DE-NE0000488) acquired by the Recipient under this Agreement may be transferred by the Recipient to DOE pursuant to the Equipment Contract (Contract No. DE-NE0000488).

15.02 Consistent with the goals and objectives of this project, the Recipient may continue to use real property or equipment purchased in whole or in part under this award for its authorized purpose beyond the Period of Performance without obligation to make payment to DOE to extinguish DOE's interest to such real property or equipment as described in 10 CFR 600.321, subject to the following: (a) the Recipient continues to utilize such property for the objectives of the project (demonstrate centrifuge technology); and (b) DOE retains the right to periodically ask for, and the Recipient agrees to provide, reasonable information concerning the use and condition of the real property or equipment. The provisions of 10 CFR 600.321 shall cease to apply to any property upon transfer to DOE of title to such property.

15.03 The Parties agree that use of the real property or equipment on other projects or programs would interfere with the work on the project under this Agreement.

15.04 Consistent with 10 CFR 600.321(b)(2), Recipient may request that the DOE Contracting Officer consider approving encumbrance of real property or equipment purchased in whole or in part under this Agreement.

15.05 ACD Access to Classified Information (including Restricted Data). Notwithstanding any other provision of this Agreement, ACD shall not have access to classified information, as that term is defined in paragraph 29.01(c) herein, and specifically shall not have access to Restricted Data unless and until ACD receives a Facility Clearance and a favorable Foreign Ownership, Control and Influence (FOCI) determination, and complies with all other applicable legal requirements.

ARTICLE 16 – INTELLECTUAL PROPERTY

The intellectual property requirements applicable to this Agreement are provided in Attachment D.

ARTICLE 17 – RECORD RETENTION AND ACCESS TO RECORDS

17.01 The Recipient must keep records related to this Agreement for a period of three (3) years after submission of the final report, except records for any real property or equipment acquired with project funds must be kept for three years after final disposition.

17.02 The DOE Contracting Officer, the DOE Inspector General, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have unrestricted access to any books, documents, papers or other records of the Recipient that are pertinent to the work performed under this Agreement in order to make audits. Such audit, examination, or access shall be performed during business hours on business days upon prior written notice and shall be subject to the security requirements of the audited Party.

ARTICLE 18 – REPORTING

18.01 The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award as Attachment C. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards may also result in a debarment action to preclude future awards by Federal agencies.

18.02 Dissemination of scientific/technical reports. Scientific/technical reports submitted under this award will be disseminated on the Internet via the DOE Information Bridge (www.osti.gov/bridge), unless the report contains proprietary data, patentable material, protected data or SBIR/STTR data. Citations for journal articles produced under the award will appear on the DOE Energy Citations Database (www.osti.gov/energycitations).

18.03 Restrictions. Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

ARTICLE 19 – FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

The Recipient must obtain any required permits and comply with applicable Federal, state, and municipal laws, codes, and regulations for work performed under this Agreement.

ARTICLE 20 – SITE VISITS

DOE and/or DOE authorized representatives have the right to make site visits at reasonable times to review project accomplishments. The Recipient must provide, and must require its contractors performing project work to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of DOE and its representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

ARTICLE 21 – CLAIMS, DISPUTES AND APPEALS

21.01 The Recipient must submit claims arising out of or relating to this Agreement in writing to the DOE Contracting Officer and must specify the nature and basis for the relief requested and include all data that supports the claim. DOE will attempt to resolve such claims informally at the DOE Contracting Officer level. All disputes and appeals will be resolved in accordance with the procedures set forth in 10 CFR 600.22.

21.02 Claims for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages only up to the aggregate amount of Government funding disbursed as of the time the dispute arises. In no event shall the Government be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 22 – FOREIGN ACCESS TO TECHNOLOGY

The Parties understand that technology developments resulting from the performance of this Agreement may be subject to U.S. laws and regulations limiting access. Any transfer of technology developed under this Agreement must be consistent with these laws and regulations, including the Department of Energy Regulations at 10 CFR Part 810 and DOE Guidelines on Export Control and Nonproliferation, as applicable. The Recipient shall comply with these laws and regulations.

ARTICLE 23 – NATIONAL POLICY ASSURANCES

National Policy Assurances are incorporated into this award and are provided as Attachment E.

ARTICLE 24 – INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP

24.01 Recipient shall immediately notify the DOE Administrator identified in Block 26 of this Agreement cover page of the occurrence of any of the following events: (i) Recipient or Recipient's parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (ii) Recipient's consent to the institution of an involuntary case under the Bankruptcy Act against Recipient or Recipient's parent; (iii) the filing of any similar proceeding for or against Recipient or Recipient's parent, or its consent to, the dissolution, winding-up or readjustment of Recipient's debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over Recipient, under any other applicable state or federal law; or (iv) Recipient's insolvency due to Recipient's inability to pay Recipient's debts generally as they become due.

24.02 Such notification shall be in writing and shall: (i) specifically set out the details of the occurrence of an event referenced in the paragraph above; (ii) provide the facts surrounding that event; and (iii) provide the impact such event will have on the project being funded by this award.

24.03 Upon the occurrence of any of the four events described in the first paragraph, DOE reserves the right to conduct a review of Recipient's award to determine Recipient's compliance with the required elements of the award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the DOE review determines that there are significant deficiencies or concerns with Recipient's performance under the award, DOE reserves the right to impose additional requirements, as needed, including (i) change Recipient's payment method; or (ii) institute payment controls.

24.05 Failure of the Recipient to comply with this provision may be considered a material noncompliance of this financial assistance award by the Contracting Officer.

ARTICLE 25 – LOBBYING RESTRICTIONS

By accepting funds under this award, Recipient agrees that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

ARTICLE 26 – NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS – SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

PART V – TERMINATION AND ENFORCEMENT

ARTICLE 27 – TERMINATION AND ENFORCEMENT

Termination and enforcement of this Agreement shall follow the procedures at 10 CFR 600.350 through 600.353, and the terms set forth in this Agreement.

The Parties agree to terminate this Agreement in the event Recipient receives a Loan Guarantee from DOE.

The Recipient's responsibilities related to the Transferred Materials set forth under this Agreement DE-NE0000530 and the previous Cooperative Agreement DE-SC0006472 and DE-SC0003997 shall survive termination or expiration of this Agreement.

ARTICLE 28 – MISCELLANEOUS

28.01 Entire Agreement. This Agreement contains the entire understanding of DOE and the Recipient with respect to the subject matter of this Agreement. This Agreement does not modify, alter or change any other agreements between DOE and the Recipient including, but not limited to, Equipment Contract (Contract No. DE-NE0000488), the Agreement Between the U.S. Department of Energy and USEC Inc. dated June 17, 2002, as amended; the Lease Agreement entered into as of July 1, 1993 between the U.S. Department of Energy and the United States Enrichment Corporation, as amended (the "Lease Agreement"); the Supplemental Agreement No. 1 to the Lease Agreement dated as of December 7, 2006, as amended; and the Non-Exclusive Patent License granted by U.S. Department of Energy to USEC dated as of December 7, 2006.

28.02 Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the United States of America.

28.03 Further Assistance. DOE and the Recipient shall provide such information, execute and deliver any agreements, instruments and documents and take such other actions as may be reasonably necessary or required, which are not inconsistent with the provisions in this Agreement and which do not involve the assumption of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out its intent. This provision does not encompass, and DOE makes no commitment regarding, the issuance of any loan guarantees by DOE to any entity including to USEC or a USEC affiliate.

ARTICLE 29 – SECURITY REQUIREMENTS

29.01 Security.

(a) Responsibility. It is the Recipient's duty to protect all classified information, special nuclear material, and other DOE property. The Recipient shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Recipient's possession in connection with the performance of work under this award against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this award, the Recipient shall, upon completion or termination of this award, transmit to DOE any classified information and classified matter or special nuclear material in the possession of the Recipient or any person under the Recipient's control in connection with performance of this award. If retention by the Recipient of any classified information and classified matter is required after the completion or termination of the award, the Recipient shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the award shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the award.

(b) Regulations. The Recipient agrees to comply with all security regulations and award requirements of DOE as incorporated into the award.

(c) Definition of Classified Information. The term Classified Information means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, Classified National Security Information, as amended, or prior executive orders, which is identified as National Security Information.

(d) Definition of Restricted Data. The term Restricted Data means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 (Section 142, as amended, of the Atomic Energy Act of 1954).

(e) Definition of Formerly Restricted Data. The term "Formerly Restricted Data" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information- (1) relates primarily to the military utilization of atomic weapons; and (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.

(f) Definition of National Security Information. The term "National Security Information" means information that has been determined, pursuant to Executive Order 12958, Classified National Security Information, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.

(g) Definition of Special Nuclear Material. The term "special nuclear material" means- (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 (section 51 as amended, of the Atomic Energy Act of 1954) has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) Access authorizations of personnel.

(1) The Recipient shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and award requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.

(2) The Recipient must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

(i) a review must verify an uncleared applicant's or uncleared employee's educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation and when the uncleared applicant or uncleared employee resides in the jurisdiction where the Recipient is located; and conduct a credit check and other checks as appropriate.

(ii) Recipient reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).

(iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Recipient must comply with all applicable laws, regulations, and Executive Orders, including those- (A) governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and (b) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.

(iv) In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 10 CFR 707.4. All positions requiring access authorizations are deemed testing designated positions in accordance with 10 CFR part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.

(v) When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Recipient shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.

(vi) The Recipient must furnish to the head of the cognizant local DOE Security Office, in writing, the following information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization-

A. The date(s) each Review was conducted;

B. Each entity that provided information concerning the individual;

C. A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;

D. A certification that all information collected during the review was reviewed and evaluated in accordance with the Recipient's personnel policies; and

E. The results of the test for illegal drugs.

(i) Criminal liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Recipient or any person under the Recipient's control in connection with work under this award, may subject the Recipient, its agents, employees, or SubRecipients to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).

(j) Foreign Ownership, Control, or Influence. (1) The Recipient shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Recipient which would affect any answer to the questions presented in the Standard Form (SF) 328, Certificate Pertaining to Foreign Interests, executed prior to award of this award. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer.

(2) If a Recipient has changes involving foreign ownership, control, or influence, the cognizant security office must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, the cognizant security office will consider proposals made by the Recipient to avoid or mitigate foreign influences.

(3) If the cognizant security office at any time determines that the Recipient is, or is potentially, subject to foreign ownership, control, or influence, the Recipient shall comply with such instructions as the Awarding Officer shall provide in writing to protect any classified information or special nuclear material.

(4) The Contracting Officer may terminate this award either if the Recipient fails to meet obligations imposed by this article or if the Recipient creates a foreign ownership, control, or influence situation in order to avoid performance or a termination. The Contracting Officer may terminate this award if the Recipient becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the award, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.

(k) Employment announcements. When placing announcements seeking applicants for positions requiring access authorizations, the Recipient shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.

(l) Flow down to subawards. The Recipient agrees to insert terms that conform substantially to the language of this article, including this paragraph, in all subawards under its award that will require Subrecipient employees to possess access authorizations. Additionally, the Recipient must require such Subrecipients to have an existing DOD or DOE facility clearance or submit a completed SF 328, Certificate Pertaining to Foreign Interests, as required in 48 CFR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subaward. Information to be provided by a Subrecipient pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this article, Subrecipient means any Subrecipient at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this article is included in a subaward, the term "Recipient" shall mean Subrecipient and the term "award" shall mean subaward.

The requirements in this Section 29.01 to return to DOE classified information or matter or special nuclear material shall apply only to government furnished classified information or matter or special nuclear material provided by DOE specifically for use in the Project and shall not apply to classified information or matter or special nuclear material in the possession of the Recipient prior to the effective date of this Award or generated during the Award.

29.02 Classification/Declassification

In the performance of work under this award, the Recipient or Subrecipient shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order 12958 or prior Executive Orders). The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or Recipient) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflect decisions made by Federal Government Original Classifiers.

The Recipient or Subrecipient shall ensure that any document or material that may contain classified information is reviewed by either a Federal Government or a Recipient Derivative Classifier in accordance with classification regulations including mandatory DOE directives and classification/declassification guidance furnished to the Recipient by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not addressed in classification/declassification guidance, but whose sensitivity appears to warrant classification, the Recipient or Subrecipient shall ensure that such information is reviewed by a Federal Government Original Classifier.

In addition, the Recipient or Subrecipient shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Recipient Derivative Classifier in accordance with classification regulations, mandatory DOE directives and classification/declassification guidance furnished to the Recipient by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public's access to as much Government information as possible while minimizing security costs.

The Recipient or Subrecipient shall insert this article in any subaward which involves or may involve access to classified information.

29.03 Facility Clearance

(a) Use of Certificate Pertaining to Foreign Interests, Standard Form 328.

(1) The work to be conducted under this Agreement will require access to classified information and classified matter (including special nuclear material) as defined in section 29.01 herein. Such access will require a Facility Clearance for Recipient and access authorizations (security clearances) for personnel working with the classified information classified matter. To obtain a Facility Clearance, Recipient must submit a Certificate Pertaining to Foreign Interests, Standard Form 328, and all required supporting documents to form a complete Package, to the cognizant security agency.

(2) Information submitted by Recipient on Standard Form 328 will be used solely for the purposes of evaluating FOCI and will be treated by the cognizant security agency, to the extent permitted by law, as proprietary business or financial information submitted in confidence.

(3) Following submission of a Standard Form 328, Recipient shall immediately submit to the cognizant security agency written notification of any changes in the extent and nature of FOCI which alter Recipient's answers to the questions in Standard Form 328. Following execution of the Agreement, Recipient must immediately submit to the cognizant security agency written notification of any changes in the extent and nature of FOCI which alter the Recipient's answers to the questions in Standard Form 328. Notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice must also be furnished concurrently to the cognizant security agency.

(b) Definitions.

(1) Foreign Interest means any of the following--

(i) A foreign government, foreign government agency, or representative of a foreign government;

(ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and

(iii) Any person who is not a citizen or national of the United States.

(2) Foreign Ownership, Control, or Influence (FOCI) means the situation where the degree of ownership, control, or influence over Recipient by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or classified matter may result.

(c) Facility Clearance means an administrative determination by the cognizant security agency that a facility is eligible to access, produce, use or store classified information or classified matter. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. Approval for a Facility Clearance shall be based upon--

(1) A favorable FOCI determination based upon the Contractor's response to the ten questions in Standard Form 328 and any required, supporting data provided by Recipient;

(2) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;

(3) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;

(4) A survey conducted no more than 6 months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter at its location;

(5) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and

(6) Access authorizations for key management personnel which will be determined on a case-by-case basis, and equivalent to the level of the Facility Clearance.

(d) A Facility Clearance is required prior to Recipient having access to classified information and the granting of any access authorizations under the Agreement. In order for Recipient to be granted a Facility Clearance, the cognizant security agency must determine that Recipient will not pose an undue risk to the common defense and security as a result of access to classified information or classified matter in the performance of the Agreement..

(e) A Facility Clearance is required under this Agreement even if the work to be performed does not require Recipient to receive, process, reproduce, store, transmit, or handle classified information or classified matter, but which requires DOE access authorizations for Recipient's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.

(f) Except as otherwise authorized in writing by the cognizant security agency, pursuant to this Agreement Recipient must insert provisions similar to the foregoing in all subcontracts, purchase orders and applicable agreements. Any subcontractors requiring access authorizations for access to classified information or classified matter shall be directed to provide responses to the questions in Standard Form 328, Certificate Pertaining to Foreign Interests, directly to Recipient or the cognizant security agency.

Notice to Offerors -- Contents Review (Please Review Before Submitting)

Prior to submitting the Standard Form 328, required by paragraph (a)(1) of this clause, Recipient should review a FOCI submission to ensure that:

(1) The Standard Form 328 has been signed and dated by an authorized official;

(2) If publicly owned, Recipient's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;

(3) A copy of Recipient's articles of incorporation and an attested copy of Recipient's by-laws, or similar documents filed for Recipient's existence and management, and all amendments to those documents;

(4) A list identifying Recipient's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what access authorizations, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those access authorizations; and

(5) A summary FOCI data sheet.

Note: A FOCI submission must be attached for each tier parent organization (i.e., ultimate parent and any intervening levels of ownership). If any of these documents are missing, a Facility Clearance will not be granted.

29.04 The Contractor Requirements Document Attachment 1 to DOE Order DOE O 470.4B Safeguards and Security Program is hereby incorporated by reference.

Research, Development & Demonstration Project

Detailed Cost and Schedule Estimate

July 24, 2012

USEC Proprietary Information

Contents

- RD&D Project Cost Estimate
 - o Cost at WBS Level 1 with Level 2 Detail
 - o Cost at WBS Level 2 with Level 3 Detail
 - o Cost at WBS Level 2 with Level 3 Detail by Cost Element

 - RD&D Project Schedule Estimate
 - o DOE Technical Milestones, Performance Indicators and Project Level 1 & 2 Milestones
 - o Management Summary Schedule
 - o Summary Schedule

 - DOE SF-424A
-

Research, Development & Demonstration Project

Cost at WBS Level 1 with Level 2 Detail

USEC Proprietary Information

*** USEC PROPRIETARY INFORMATION - NOT SUBJECT TO PUBLIC DISCLOSURE ***
 ***** Multiple Scenarios *****
BCWS Plan Report
 ***** Multiple WBS Numbers *****
 Incremental - Escalated Dollars

Fiscal Year: 2012 Period: June
 * This WBS may not contain all lower level elements

WBS	Prior Years	Fiscal Year 2012												FY 2013	FY 2014	To Go	Total	
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					Total
01 * - Research Development & Demonstration Project (RD&D Project)							*****	*****	*****	*****	*****	*****	*****	*****	*****			350,000
01.01 * - Machine Technology (MT)							*****	*****	*****	*****	*****	*****	*****	*****	*****			*****
01.02 * - Lead Cascade (LC)							*****	*****	*****	*****	*****	*****	*****	*****	*****			*****
01.03 * - Engineer Procure Construct (EPC)							*****	*****	*****	*****	*****	*****	*****	*****	*****			*****
01.04 * - Machine Manufacturing & Assembly (MM&A)							*****	*****	*****	*****	*****	*****	*****	*****	*****			*****
01.05 * - Process Engineering Testing & Equipment (PETE)							*****	*****	*****	*****	*****	*****	*****	*****	*****			*****
01.06 * - Commercial Plant Startup and Initial Operations Projects(CP)							*****	*****	*****	*****	*****	*****	*****	*****	*****			*****
01.07 * - Program Management							*****	*****	*****	*****	*****	*****	*****	*****	*****			*****
01.08 * - Contingency/ Management Reserve							*****	*****	*****	*****	*****	*****	*****	*****	*****			*****
TOTAL							*****	*****	*****	*****	*****	*****	*****	*****	*****			350,000

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*** USEC PROPRIETARY INFORMATION - NOT SUBJECT TO PUBLIC DISCLOSURE ***
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BCWS Plan Report
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Fiscal Year: 2012 Period: June
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WBS	Prior Years	Fiscal Year 2013												FY Total	FY 2014	FY 2015	To Go	Total
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
01 * - Research Development & Demonstration Project (RD&D Project)	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	350,000
01.01 * - Machine Technology (MT)	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.02 * - Lead Cascade (LC)	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.03 * - Engineer Procure Construct (EPC)	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04 * - Machine Manufacturing & Assembly (MM&A)	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.05 * - Process Engineering Testing & Equipment (PETE)	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.06 * - Commercial Plant Startup and Initial Operations Projects(CP)	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.07 * - Program Management	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.08 * - Contingency/ Management Reserve	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
TOTAL	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	350,000

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Research, Development & Demonstration Project

Cost at WBS Level 2 with Level 3 Detail

USEC Proprietary Information

*** USEC PROPRIETARY INFORMATION - NOT SUBJECT TO PUBLIC DISCLOSURE ***
 ***** Multiple Scenarios *****
BCWS Plan Report
 ***** Multiple WBS Numbers *****
 Incremental - Escalated Dollars

Fiscal Year: 2012 Period: June
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WBS	Prior Years	Fiscal Year 2012												FY 2013	FY 2014	To Go	Total	
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					Total
01.01 * - Machine Technology (MT)							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.01.01 - *****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.01.02 - *****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.01.11 - *****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.01.12 - *****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.02 * - Lead Cascade (LC)							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.02.01 - *****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.02.09 - *****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.03 * - Engineer Procure Construct (EPC)							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.03.01 - *****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.03.02 - *****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.03.03 - *****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.03.04 - *****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****

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WBS	Prior Years	Fiscal Year 2012												FY 2013	FY 2014	To Go	Total	
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					Total
01.03.05 - *****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.03.06 - *****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.03.07 - *****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.03.08 - *****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.03.09 -*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.03.10 -*****								*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04 * - Machine Manufacturing & Assembly (MM&A)							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.01 -*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.03 -*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.04 -*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.05 -*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.06 -*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.07 -*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****

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WBS	Prior Years	Fiscal Year 2012												FY 2013	FY 2014	To Go	Total	
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					Total
01.04.08_*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.09_*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.10_*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.11_*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.12_*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.13_*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.14_*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.15_*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.05 * - Process Engineering Testing & Equipment (PETE)							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.05.01_*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.05.03_*****1							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.06 * - Commercial Plant Startup and Initial Operations Projects(CP)							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.06.05_*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****

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***** Multiple Scenarios *****

BCWS Plan Report

***** Multiple WBS Numbers *****

Incremental - Escalated Dollars

Fiscal Year: 2012 Period: June

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WBS	Prior Years	Fiscal Year 2012												FY 2013	FY 2014	To Go	Total	
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					Total
01.06.09 - *****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.07 * - Program Management							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.07.01 - *****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.08 * - Contingency/ Management Reserve							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.08.01 - *****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
TOTAL							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	350,000

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WBS	Prior Years	Fiscal Year 2013												Total	FY 2014	FY 2015	To Total Go
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
01.01 * - Machine Technology (MT)	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.01.01_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.01.02_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.01.11_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.01.12_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.02 * - Lead Cascade (LC)	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.02.01_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.02.09_***** Support	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.03 * - Engineer Procure Construct (EPC)	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.03.01_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.03.02_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.03.03_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.03.04_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****

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		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
01.03.05_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.03.06_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.03.07_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.03.08_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.03.09_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.03.10_*****t	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04 * - Machine Manufacturing & Assembly (MM&A)	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.01_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.03_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.04_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.05_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.06_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.07_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****

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		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
01.04.08	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.09	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.10	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.11	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.12	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.13	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.14	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.15	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.05 * - Process Engineering Testing & Equipment (PETE)	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.05.01	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.05.03	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.06 * - Commercial Plant Startup and Initial Operations Projects(CP)	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.06.05	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****

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*** USEC PROPRIETARY INFORMATION - NOT SUBJECT TO PUBLIC DISCLOSURE ***
 ***** Multiple Scenarios *****
BCWS Plan Report
 ***** Multiple WBS Numbers *****
 Incremental - Escalated Dollars

Fiscal Year: 2012 Period: June
 * This WBS may not contain all lower level elements

WBS	Prior Years	Fiscal Year 2013												Total	FY	FY	To Total Go	
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		2014	2015		
01.06.09 - *****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.07 * - Program Management	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.07.01 - *****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.08 * - Contingency/ Management Reserve	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.08.01 - *****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
TOTAL	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	350,000

Report in Thousand Dollars | All Funding Types | Ignore History
 Report Printed: 07/21/2012 09:14 AM - Page 4 of 4

Research, Development & Demonstration Project
Cost at WBS Level 2 with Level 3 Detail by Cost Element

USEC Proprietary Information

*** USEC PROPRIETARY INFORMATION - NOT SUBJECT TO PUBLIC DISCLOSURE ***
 ***** Multiple Scenarios *****
BCWS Plan Report
 ***** Multiple WBS Numbers *****
 Incremental - Escalated Dollars

Fiscal Year: 2012 Period: June
 * This WBS may not contain all lower level elements

WBS / Participant Group	Prior Years	Fiscal Year 2012												FY 2013	FY 2014	FY To Go	Total	
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					Total

01.01.11_*****																		

01.01.12_*****																		

Report in Thousand Dollars | All Funding Types | Ignore History
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*** USEC PROPRIETARY INFORMATION - NOT SUBJECT TO PUBLIC DISCLOSURE ***
 ***** Multiple Scenarios *****
BCWS Plan Report
 ***** Multiple WBS Numbers *****
 Incremental - Escalated Dollars

Fiscal Year: 2012 Period: June
 * This WBS may not contain all lower level elements

WBS / Participant Group	Prior Years	Fiscal Year 2012												FY 2013	FY 2014	To Go	Total	
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
01.02 * - Lead Cascade (LC)							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.02.01_*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.02.09_*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.03 * - Engineer Procure Construct (EPC)							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.03.01_*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****

Report in Thousand Dollars | All Funding Types | Ignore History
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*** USEC PROPRIETARY INFORMATION - NOT SUBJECT TO PUBLIC DISCLOSURE ***
 ***** Multiple Scenarios *****
BCWS Plan Report
 ***** Multiple WBS Numbers *****
 Incremental - Escalated Dollars

Fiscal Year: 2012 Period: June
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WBS / Participant Group	Prior Years	Fiscal Year 2012												FY 2013	FY 2014	To Go	Total	
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					Total
*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.03.02_*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.03.03_*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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01.03.04_*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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Report in Thousand Dollars | All Funding Types | Ignore History
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*** USEC PROPRIETARY INFORMATION - NOT SUBJECT TO PUBLIC DISCLOSURE ***
 ***** Multiple Scenarios *****
BCWS Plan Report
 ***** Multiple WBS Numbers *****
 Incremental - Escalated Dollars

Fiscal Year: 2012 Period: June
 * This WBS may not contain all lower level elements

WBS / Participant Group	Prior Years	Fiscal Year 2012												FY		To Go	Total		
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	2013			2014	
01.03.05_*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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01.03.06_*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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01.03.07_*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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01.03.08_*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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*****							*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****

Report in Thousand Dollars | All Funding Types | Ignore History
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*** USEC PROPRIETARY INFORMATION - NOT SUBJECT TO PUBLIC DISCLOSURE ***
 ***** Multiple Scenarios *****
BCWS Plan Report
 ***** Multiple WBS Numbers *****
 Incremental - Escalated Dollars

Fiscal Year: 2012 Period: June
 * This WBS may not contain all lower level elements

WBS / Participant Group Prior	Fiscal Year 2012													FY 2013	FY 2014	To Go	Total	
	Years	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					Total
01.03.09_*****						*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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*****						*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.03.10_*****								*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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*****								*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04 * - Machine Manufacturing & Assembly (MM&A)								*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.01_*****								*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
*****								*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.03_*****								*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****

Report in Thousand Dollars | All Funding Types | Ignore History
 Report Printed: 07/21/2012 09:18 AM - Page 6 of 11

*** USEC PROPRIETARY INFORMATION - NOT SUBJECT TO PUBLIC DISCLOSURE ***
 ***** Multiple Scenarios *****
BCWS Plan Report
 ***** Multiple WBS Numbers *****
 Incremental - Escalated Dollars

Fiscal Year: 2012 Period: June
 * This WBS may not contain all lower level elements

WBS / Participant Group Prior	Fiscal Year 2012												FY 2013	FY 2014	To Go	Total	
	Years	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov					Dec

01.04.04_*****																	

01.04.05_*****																	

01.04.06_*****																	

01.04.07_*****																	

01.04.08_*****																	

01.04.09_*****																	

Report in Thousand Dollars | All Funding Types | Ignore History
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*** USEC PROPRIETARY INFORMATION - NOT SUBJECT TO PUBLIC DISCLOSURE ***
 ***** Multiple Scenarios *****
BCWS Plan Report
 ***** Multiple WBS Numbers *****
 Incremental - Escalated Dollars

Fiscal Year: 2012 Period: June
 * This WBS may not contain all lower level elements

WBS / Participant Group Prior	Fiscal Year 2012													FY 2013	FY 2014	To Go	Total	
	Years	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					Total
01.04.10_*****						*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
*****						*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.11_*****						*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
*****						*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.12_*****						*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
*****						*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.13_*****						*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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01.04.14_*****						*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
*****						*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.15_*****						*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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Report in Thousand Dollars | All Funding Types | Ignore History
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*** USEC PROPRIETARY INFORMATION - NOT SUBJECT TO PUBLIC DISCLOSURE ***
 ***** Multiple Scenarios *****
BCWS Plan Report
 ***** Multiple WBS Numbers *****
 Incremental - Escalated Dollars

Fiscal Year: 2012 Period: June
 * This WBS may not contain all lower level elements

WBS / Participant Group Prior	Fiscal Year 2012												Total	FY 2013	FY 2014	To Total Go
	Years	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov				
*****														*****	*****	*****
01.05 * - Process Engineering Testing & Equipment (PETE)														*****	*****	*****
01.05.01_*****														*****	*****	*****
*****														*****	*****	*****
*****														*****	*****	*****
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*****														*****	*****	*****
01.05.03_*****														*****	*****	*****
*****														*****	*****	*****
*****														*****	*****	*****
*****														*****	*****	*****
*****														*****	*****	*****
01.06 * - Commercial Plant Startup and Initial Operations Projects(CP)														*****	*****	*****

Report in Thousand Dollars | All Funding Types | Ignore History
 Report Printed: 07/21/2012 09:18 AM - Page 9 of 11

*** USEC PROPRIETARY INFORMATION - NOT SUBJECT TO PUBLIC DISCLOSURE ***
 ***** Multiple Scenarios *****
BCWS Plan Report
 ***** Multiple WBS Numbers *****
 Incremental - Escalated Dollars

Fiscal Year: 2012 Period: June
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WBS / Participant Group Prior	Fiscal Year 2012													FY 2013	FY 2014	To Total Go	
	Years	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				Total
01.06.05_*****						*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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01.06.09_*****						*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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01.07 * - Program Management						*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.07.01_*****						*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****

*** USEC PROPRIETARY INFORMATION - NOT SUBJECT TO PUBLIC DISCLOSURE ***

***** Multiple Scenarios *****

BCWS Plan Report

***** Multiple WBS Numbers *****

Incremental - Escalated Dollars

Fiscal Year: 2012 Period: June

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WBS / Participant Group Prior	Fiscal Year 2012												FY 2013	FY 2014	To Go	Total	
	Years	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov					Dec
*****						*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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01.08 * - Contingency/ Management Reserve						*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.08.01_*****						*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
*****						*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
TOTAL						*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	350,000

*** USEC PROPRIETARY INFORMATION - NOT SUBJECT TO PUBLIC DISCLOSURE ***

*** USEC PROPRIETARY INFORMATION - NOT SUBJECT TO PUBLIC DISCLOSURE ***
 ***** Multiple Scenarios *****
BCWS Plan Report
 ***** Multiple WBS Numbers *****
 Incremental - Escalated Dollars

Fiscal Year: 2012 Period: June
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WBS / Participant Group	Prior Years	Fiscal Year 2013												Total	FY	FY	To Go	Total	
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		2014	2015			
01.01 * - Machine Technology (MT)	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.01.01_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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01.01.02_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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*** USEC PROPRIETARY INFORMATION - NOT SUBJECT TO PUBLIC DISCLOSURE ***
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BCWS Plan Report
 ***** Multiple WBS Numbers *****
 Incremental - Escalated Dollars

Fiscal Year: 2012 Period: June
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WBS / Participant Group	Prior Years	Fiscal Year 2013												Total	FY	FY	To Go	Total
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		2014	2015		
*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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01.01.11_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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01.01.12_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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Report in Thousand Dollars | All Funding Types | Ignore History
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BCWS Plan Report
 ***** Multiple WBS Numbers *****
 Incremental - Escalated Dollars

Fiscal Year: 2012 Period: June
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WBS / Participant Group	Prior Years	Fiscal Year 2013												Total	FY	FY	To Go	Total
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		2014	2015		
01.02 * - Lead Cascade (LC)	*****	*****	*****	*****	*****	*****									*****			*****
01.02.01_*****	*****																	*****
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01.02.09_*****	*****	*****	*****	*****	*****	*****									*****			*****
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*****	*****	*****	*****	*****	*****	*****									*****			*****
01.03 * - Engineer Procure Construct (EPC)	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.03.01_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****

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Fiscal Year: 2012 Period: June
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WBS / Participant Group	Prior Years	Fiscal Year 2013												Total	FY	FY	To Go	Total
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		2014	2015		
*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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01.03.02_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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01.03.03_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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01.03.04_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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*** USEC PROPRIETARY INFORMATION - NOT SUBJECT TO PUBLIC DISCLOSURE ***
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BCWS Plan Report
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 Incremental - Escalated Dollars

Fiscal Year: 2012 Period: June
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WBS / Participant Group	Prior Years	Fiscal Year 2013												Total	FY	FY	To Go	Total
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		2014	2015		
01.03.05_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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01.03.06_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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01.03.07_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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01.03.08_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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*** USEC PROPRIETARY INFORMATION - NOT SUBJECT TO PUBLIC DISCLOSURE ***

***** Multiple Scenarios *****

BCWS Plan Report

***** Multiple WBS Numbers *****

Incremental - Escalated Dollars

Fiscal Year: 2012 Period: June

* This WBS may not contain all lower level elements

WBS / Participant Group	Prior Years	Fiscal Year 2013												FY 2014	FY 2015	To Go	Total	
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
01.03.09_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.03.10_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04 * - Machine Manufacturing & Assembly (MM&A)	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.01_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.03 - *****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****

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*** USEC PROPRIETARY INFORMATION - NOT SUBJECT TO PUBLIC DISCLOSURE ***

*** USEC PROPRIETARY INFORMATION - NOT SUBJECT TO PUBLIC DISCLOSURE ***
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BCWS Plan Report
 ***** Multiple WBS Numbers *****
 Incremental - Escalated Dollars

Fiscal Year: 2012 Period: June
 * This WBS may not contain all lower level elements

WBS / Participant Group	Prior Years	Fiscal Year 2013												FY 2014	FY 2015	To Go	Total
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.04_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.05_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.06_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.07_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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01.04.08_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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01.04.09_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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*** USEC PROPRIETARY INFORMATION - NOT SUBJECT TO PUBLIC DISCLOSURE ***
 ***** Multiple Scenarios *****
BCWS Plan Report
 ***** Multiple WBS Numbers *****
 Incremental - Escalated Dollars

Fiscal Year: 2012 Period: June
 * This WBS may not contain all lower level elements

WBS/ Participant Group	Prior Years	Fiscal Year 2013												Total	FY 2014	FY 2015	To Go	Total
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
01.04.10	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.11	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.12	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.13	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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01.04.14	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.04.15	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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*** USEC PROPRIETARY INFORMATION - NOT SUBJECT TO PUBLIC DISCLOSURE ***
 ***** Multiple Scenarios *****
BCWS Plan Report
 ***** Multiple WBS Numbers *****
 Incremental - Escalated Dollars

Fiscal Year: 2012 Period: June
 * This WBS may not contain all lower level elements

WBS / Participant Group	Prior Years	Fiscal Year 2013												Total	FY	FY	To Go	Total
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		2014	2015		
01.05 * - Process Engineering Testing & Equipment (PETE)	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.05.01 -	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.05.03 -	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.06 * - Commercial Plant Startup and Initial Operations Projects(CP)	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****

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*** USEC PROPRIETARY INFORMATION - NOT SUBJECT TO PUBLIC DISCLOSURE ***

***** Multiple Scenarios *****

BCWS Plan Report

***** Multiple WBS Numbers *****

Incremental - Escalated Dollars

Fiscal Year: 2012 Period: June

* This WBS may not contain all lower level elements

WBS / Participant Group	Prior Years	Fiscal Year 2013												FY 2014	FY 2015	To Go	Total
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
01.06.05_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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01.06.09_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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01.07_* - Program Management	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.07.01_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****

*** USEC PROPRIETARY INFORMATION - NOT SUBJECT TO PUBLIC DISCLOSURE ***

*** USEC PROPRIETARY INFORMATION - NOT SUBJECT TO PUBLIC DISCLOSURE ***
 ***** Multiple Scenarios *****
BCWS Plan Report
 ***** Multiple WBS Numbers *****
 Incremental - Escalated Dollars

Fiscal Year: 2012 Period: June
 * This WBS may not contain all lower level elements

WBS / Participant Group	Prior Years	Fiscal Year 2013												Total	FY	FY	Total	
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		2014	2015		To Go
*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
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*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.08 * - Contingency/ Management Reserve	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
01.08.01_*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
TOTAL	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	350,000

Research, Development & Demonstration Project
Project Milestones, Performance Indicators and Schedule Detail

USEC Proprietary Information

Project Level 1 and 2 Milestones

Activity ID	Activity Name	Forecast Start	Forecast Finish	Cur	Total	EPS	EPS	EPS	EPS	EPS	EPS	EPS	EPS	EPS	EPS	EPS	EPS	EPS	EPS	
						Plan	MLVL	MTF	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	
									D	F	M	A	M	J	J	A	S	O	N	
1.1 MACHINE TECHNOLOGY (MT)																				

6DCP000E	DOE PI E: Demonstrate Robustness of AC100 Design *****	01-Oct-13	*****	*****	*****	*****	*****	*****												
1.2 LEAD CASCADE (LC)																				
2IDP000A	DOE PI A: Demonstrate AC100 Operational Readiness	01-Oct-12*	*****	*****	*****	*****	*****	*****												
2IDTM0002	DOE TM 2: Confirm Centrifuge Lower Drive Assembly Reliability	01-Jun-12*	*****	*****	*****	*****	*****	*****												

1.3 ENGINEER PROCURE CONSTRUCT (EPC) PROJECTS																				

1.4 MACHINE MANUFACTURING & ASSEMBLY (MM&A)																				
4IDP000B	DOE PI B: Demonstrate AC100 Production Capability	27-Nov-12	*****	*****	*****	*****	*****	*****												
4IDP000C	DOE PI C: Complete AC100 Production	22-Apr-13	*****	*****	*****	*****	*****	*****												

1.6 STARTUP AND INITIAL OPERATIONS PROJECTS (CP)																				
6IDP000D	DOE PI D: Demonstrate Robustness of Plant Support Systems	30-Jun-13	*****	*****	*****	*****	*****	*****												

6IDTM0004	DOE TM 4: Demonstration of AC100 Reliability	31-Dec-13	*****	*****	*****	*****	*****	*****												
6IDTM0005	DOE TM 5: Demonstration of Sustained Cascade Production	31-Dec-13	*****	*****	*****	*****	*****	*****												

1.7 PROGRAM MANAGEMENT (PM)																				
701193	Commence R&D Project	01-Jun-12*	*****	*****	*****	*****	*****	*****												
701194	Budget Period 1, Funding Period I Funding Authorized	12-Jun-12*	*****	*****	*****	*****	*****	*****												
701195	Budget Period 1, Funding Period II Funding Authorized	31-Jul-12*	*****	*****	*****	*****	*****	*****												
701219	Budget Period 2 Funding Authorized	30-Nov-12*	*****	*****	*****	*****	*****	*****												
7IDTM0001	DOE TM 1: Agreement on Test Program Complete	27-Jun-12*	*****	*****	*****	*****	*****	*****												

Data Date: 28-May-12
 Run Date: 23-Jul-12 11:37
 (c) Primavera Systems, Inc.

■ Planning Level of Effort
■ Actual Level of Effort
■ Actual Work
■ Remaining Work
■ 100% of Remaining Work

USEC, Inc.
Project Baseline
 Contains USEC Restricted Proprietary Information

Research, Development & Demonstration Project

DOE Form SF-424A

USEC Proprietary Information

Budget Information - Non Construction Programs

OMB Approval No. 0348-0044

Section A - Budget Summary

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal	Non-Federal	Federal	Non-Federal	Total
		(c)	(d)	(e)	(f)	(g)
1. ACD RD&D Project				\$280,000,000	\$70,000,000	\$350,000,000
2.						\$0
3.						\$0
4.						\$0
5. Totals		\$0	\$0	\$280,000,000	\$70,000,000	\$350,000,000

Section B - Budget Categories

6. Object Class Categories	Grant Program, Function or Activity				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	*****				*****
b. Fringe Benefits	*****				*****
c. Travel	*****				*****
d. Equipment	*****				*****
e. Supplies	*****				*****
f. Contractual	*****				*****
g. Construction	*****				*****
h. Other	*****				*****
i. Total Direct Charges (sum of 6a-6h)	*****	*****	*****	*****	*****
j. Indirect Charges	*****				*****
k. Totals (sum of 6i-6j)	\$350,000,000	\$0	\$0	\$0	\$350,000,000
7. Program Income					\$0

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Section C - Non-Federal Resources

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) Totals
8. ACD RD&D Project	\$70,000,000			\$70,000,000
9.				\$0
10.				\$0
11.				\$0
12. Total (sum of lines 8 - 11)	\$70,000,000	\$0	\$0	\$70,000,000

Section D - Forecasted Cash Needs

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th quarter
13. Federal	\$55,255,538	\$0	\$0	\$13,460,721	\$41,794,817
14. Non-Federal	\$13,813,884			\$3,365,180	\$10,448,704
15. Total (sum of lines 13 and 14)	\$69,069,422	\$0	\$0	\$16,825,901	\$52,243,521

Section E - Budget Estimates of Federal Funds Needed for Balance of the Project

(a) Grant Program	Future Funding Periods (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. ACD RD&D Project	\$227,489,015	\$53,441,563		
17.				
18.				
19.				
20. Total (sum of lines 16-19)	\$227,489,015	\$53,441,563	\$0	\$0

Section F - Other Budget Information

21. Direct Charges	22. Indirect Charges
23. Remarks	

Instructions for the SF-424A

Public Reporting Burden for this collection of information is estimated to average 3.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget; send it to the address provided by the sponsoring agency.

General Instructions

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the later case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

Section A. Budget Summary Lines 1-4 Columns (a) and (b)

For applications pertaining to a **single** Federal grant program (Federal Domestic Assistance Catalog number) and **not requiring** a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For applications pertaining to a **single** program **requiring** budget amounts by

multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the catalog program title on each line in **Column (a)** and the respective catalog number on each line in Column (b).

For applications pertaining to **multiple** programs where one or more programs

require a breakdown by function or activity, prepare a separate sheet for each

program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more

than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g)

For new applications, leave Columns (c) and (d) blank. For each line entry in

Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

Line 5—Show the totals for all columns used.

Section B. Budget Categories

In the column headings (a) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A.

When

additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Lines 6a-i—Show the totals of Lines 6a to 6h in each column.

Line 6j—Show the amount of indirect cost.

Line 6k—Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.

Line 7—Enter the estimated amount of income, if any, expected to be generated from

this project. Do not add or subtract this amount from the total project amount. Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the federal grantor agency in determining the total amount of the grant.

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Section C. Non-Federal Resources

Lines 8-11—Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

Column (a)—Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

Column (b)—Enter the contribution to be made by the applicant.

Column (c)—Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

Column (d)—Enter the amount of cash and in-kind contributions to be made from all other sources.

Column (e)—Enter totals of Columns (b), (c), and (d).

Line 12—Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f) Section A.

Section D. Forecasted Cash Needs

Line 13—Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14—Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15—Enter the totals of amounts on Lines 13 and 14.

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Lines 16-19—Enter in Column (a) the same grant program titles shown in Column

(a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to

funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules as necessary.

Line 20—Enter the total for each of the Columns (b)-(e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

Section F. Other Budget Information

Line 21—Use this space to explain amounts for individual direct object-class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22—Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23—Provide any other explanations or comments deemed necessary.

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Attachment B Project Scope Cooperative Agreement for the American Centrifuge Cascade Demonstration Program June 12, 2012

Statement of Project Objectives

The American Centrifuge Cascade Demonstration Program has two primary objectives:

Objective 1: Demonstrate the American Centrifuge technology through the construction and operation of one or more demonstration cascades of 120 AC-100 centrifuges. To fulfill this objective, the Program will accomplish five (5) defined Milestones and five (5) Performance Indicators. Milestones represent a significant event wherein the documented accomplishment of that event satisfies a condition of section 7.03 of the Cooperative Agreement. Performance Indicators represent events wherein the documented accomplishment of that event indicates measurable progress towards successful completion of the project objectives, but for which failure to complete by the target date therefore shall not be a material noncompliance with the terms and conditions of the Award. The Milestones and Performance Indicators to be completed by the Program are:

MILESTONE 1 - DOE and USEC jointly agree upon a test program for the remaining Milestones and for full system reliability and plant availability that takes into account human factors, upgraded Lower Suspension Drive Assembly (LSDA) and overall AC100 reliability, and full cascade separate performance, so as to achieve an overall plant availability of at least ***** with at least a ***** confidence level.

Milestone 1 is to be achieved by the date outlined in the Program schedule.

MILESTONE 2 - Confirm the reliability of the Lower Suspension Drive Assembly (LSDA) by accumulating 20 machine-years of operation at target speed using AC100 centrifuges with upgraded LSDAs with no more than ***** LSDA failures.

Milestone 2 is to be achieved by the date outlined in the Program schedule.

PERFORMANCE INDICATOR A – Demonstrate AC100 operational readiness by accumulating 10-machine years ***** at target speed on gas.

PERFORMANCE INDICATOR B – Demonstrate AC100 production capability by manufacturing, assembling and providing 78 centrifuges to Operations.

PERFORMANCE INDICATOR C – Complete AC100 production capability by manufacturing, assembling and providing 120 centrifuges to Operations.

PERFORMANCE INDICATOR D – Demonstrate robustness of plant support systems by successfully completing Integrated Systems Test Program to fully test plant support systems backup and redundant capability to ensure continuous cascade operation or safe shutdown of cascade operation in the event of loss of normal power or other system casualties.

PERFORMANCE INDICATOR E – Demonstrate robustness of AC100 design to stress transients through validated analytical models, simulation and drills (e.g. physical tests) that demonstrate the ability of the cascade to withstand loss of power or other loss of Balance of Plant support system scenarios using a technical evaluation of time and actions to restore support systems and its effect on the AC100 centrifuge starting from steady-state operations.

MILESTONE 3 - Demonstrate AC100 manufacturing quality by operating the Commercial Demonstration Cascade at a confidence level of at least ***** for a minimum of 20 machine-years.

Milestone 3 is to be achieved by the date outlined in the Program schedule.

MILESTONE 4 - Demonstrate AC100 reliability by accumulating 20 machine-years ***** at target speed and design condition with no more than the expected number of infant, steady-state and electronic recycles.

Milestone 4 is to be achieved by the date outlined in the Program schedule.

MILESTONE 5 - Demonstrate sustained production from commercially-staged, 120-centrifuge demonstration cascade configuration for 60 days (~20 machine years) in cascade recycle mode with at least ***** production availability using an average AC100 centrifuge production of 340 SWU per centrifuge-year.

Milestone 5 is to be achieved by the date outlined in the Program schedule.

Objective 2: Sustain the domestic U.S. centrifuge technical and industrial base for national security purposes and potential commercialization of the American Centrifuge Project (ACP). The Program will also conduct activities to reduce the risk and improve the future prospects of deployment of the American Centrifuge. The Program will aim to retain the majority of employment of over 800 high-skilled jobs primarily in Ohio, Tennessee, West Virginia, Indiana, Pennsylvania and Maryland while advancing a project that achieves important energy security and national security objectives combined with the potential to create thousands of direct and indirect jobs over the next several years.

Budget

The Program Budget will be in accordance with a baseline budget developed in the initial phase of the Program. Pending completion of the baseline budget, the interim program budget¹ for the Budget Period 1 will be as follows:

Report in Million Dollars	1 Jun-30 Sep 2012	1 Oct-30 Nov 2012
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Machine Technology	*****	*****	
Lead Cascade	*****	*****	
Engineer, Procure, Construct	*****	*****	
Machine Manufacturing & Assembly	*****	*****	
Process Engineering, Technology and Equipment	*****	*****	
Startup and Operations	*****	*****	
Program Management	*****	*****	
Total	\$ 68.8	\$ 41.2	\$110.0

¹ The budget sets out the expected spending during the period. Actual spending may vary.

USEC PROPRIETARY INFORMATION

Scope of Research, Development and Deployment

The Program will support the following major areas of activity:

Machine Technology.
Demonstration of AC100 commercial plant machine manufacturing by American Centrifuge Manufacturing
Demonstration of AC100 Lead Cascade Operations Cascade Operations, and Support Systems
Engineering, Procurement and Construction activities
Process Engineering, Technology and Equipment activities
Program management

Each activity is discussed separately below.

Machine Technology

Technical Support will be provided for all manufacturing, lead cascade and other project activities including design agent functions, SWU performance and value engineering, troubleshooting, testing and operations demonstration activities, manufacturing specialty components, laboratory support, and auxiliary equipment. This includes continuation of ACP activities at the Oak Ridge Centrifuge Technology Center and K-1600 test facility to support the cascade demonstration, AC100 centrifuge manufacturing, and other activities under the project. *****

Demonstration of AC100 Commercial Plant Machine Manufacturing

American Centrifuge Manufacturing, LLC (ACM) will manufacture AC100 centrifuge components and subassemblies to complete the retrofit of the existing 42 AC100 machines in the lead cascade to include a safety feature, and manufacture new AC100 centrifuges to complete the demonstration cascade. Once the centrifuges for the first cascade are complete, ACM will continue to manufacture additional centrifuges as the budget permits. ACM will also continue efforts to improve manufacturing processes, reduce machine costs, and enhance and facilitate the supplier base for high volume manufacturing.

Demonstration of AC100 Lead Cascade Operation and Cascade Operations

Continue the operation of AC100 Centrifuges in the lead cascade until construction activities for the Demonstration Cascade necessitate suspension of operations. Continue development of operational procedures, training, and conduct of operations to assure operational enhancements that reduce risk during demonstration, cascade operations and that position the Project for successful commercial operations. The number of operating centrifuges will be expanded with the addition of new centrifuges until all 67 positions in the current lead cascade are operational, at which point additional new machines will be cycled in to replace existing machines and condition them for operation in the Demonstration Cascade. Lead cascade operations will be shut down ***** at the beginning of 2013 for the construction of the Demonstration Cascade infrastructure and integrated systems testing required to commission the 120 Centrifuge Demonstration cascade and any additional machines constructed and assembled during the project. Once complete, 120 or more AC100 centrifuges will be installed and operated in a commercial plant cascade configuration (the "Demonstration Cascade").

Engineering, Procurement and Construction

Engineering, Procurement and Construction (EPC) activities within the scope include design, material procurement, and construction required for the Demonstration Cascade. EPC may also maintain the required management, engineering, procurement, construction, and industrial base to support timely transition to the commercial plant, through design advancement, and other related activities.

Process Engineering, Technology and Equipment

Process Engineering, Technology and Equipment (PETE) activities will support the continuation of commercial plant feed and withdrawal equipment design, manufacturing and delivery. Specifically, PETE may continue limited-rate fabrication of the cold box subassemblies, autoclaves and UF₆ cylinder transporters required for ACP to sustain highly specialized suppliers of equipment needed for future deployment of the ACP technology.

The PETE and EPC organizations will also collaborate on an evaluation of ***** feed and withdrawal *****.

Program Management

Program Management will continue to provide overall project direction of Machine Technology, ACM, Operations, and EPC, and conduct activities that

reduce the overall risk of transitioning to commercial deployment. Program Management will encompass an improved program management structure and includes other participants, administrative requirements of the Cooperative Agreement, project oversight and reporting requirements to DOE in accordance with the Cooperative Agreement. The Program Management organization will lead the effort to develop the project baseline against which performance will be measured using earned value management techniques.

USEC PROPRIETARY INFORMATION

DOE F 4600.2
 (08/09)
 All other editions are obsolete

Attachment C
U.S. Department of Energy
FEDERAL ASSISTANCE REPORTING CHECKLIST AND
INSTRUCTIONS

1. Identification Number: DE-NE0000530
 2. Program/Project Title: American Centrifuge Cascade Demonstration Test Program

3. Recipient: USEC Inc. and American Centrifuge Demonstration, LLC

4. Reporting Requirements:	Frequency	No. of Copies	Addressees
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A. MANAGEMENT REPORTING			
<input checked="" type="checkbox"/> Progress Report	M	1	https://www.fedconnect.net/fedconnect/default.aspx
<input type="checkbox"/> Special Status Report		1	https://www.fedconnect.net/fedconnect/default.aspx

B. SCIENTIFIC/TECHNICAL REPORTING
 (Reports/Products must be submitted with appropriate DOE F 241. The 241 forms are available at www.osti.gov/elink.)

Report/Product	Form		
<input checked="" type="checkbox"/> Final Scientific/Technical Report	DOE F 241.3	F	1 http://www.osti.gov/elink-2413
<input type="checkbox"/> Conference papers/proceedings*	DOE F 241.3		1 http://www.osti.gov/elink-2413
<input type="checkbox"/> Software/Manual	DOE F 241.4		1 http://www.osti.gov/elink-2413
<input type="checkbox"/> Other (see special instructions)	DOE F 241.3		1 http://www.osti.gov/estsc/241-4pre.jsp

C. FINANCIAL REPORTING	Once every 6 months		
<input checked="" type="checkbox"/> SF-425 Federal Financial Report			1 https://www.fedconnect.net/fedconnect/default.aspx

D. CLOSEOUT REPORTING			
<input type="checkbox"/> Patent Certification			1 https://www.fedconnect.net/fedconnect/default.aspx
<input type="checkbox"/> Property Certification			1 https://www.fedconnect.net/fedconnect/default.aspx
<input type="checkbox"/> Other			1 https://www.fedconnect.net/fedconnect/default.aspx

E. OTHER REPORTING			
<input type="checkbox"/> Annual Indirect Cost Proposal			1 https://www.fedconnect.net/fedconnect/default.aspx
<input type="checkbox"/> Annual Inventory of Federally Owned Property, if any			1 https://www.fedconnect.net/fedconnect/default.aspx
<input type="checkbox"/> Other			1 https://www.fedconnect.net/fedconnect/default.aspx

F. AMERICAN RECOVERY AND REINVESTMENT ACT REPORTING			
<input type="checkbox"/> Reporting and Registration Requirements	O		1 http://www.federalreporting.gov

FREQUENCY CODES AND DUE DATES:

A - Within 5 calendar days after events or as specified. M - Monthly

F - Final; 90 calendar days after expiration or termination of the award.

Y - Yearly; 90 days after the end of the reporting period.

S - Semiannually; within 30 days after end of reporting period.

Q - Quarterly; within 30 days after end of the reporting period.

Y180 - Yearly; 180 days after the end of the recipient's fiscal year

O - Other; See instructions for further details.

OMB Reporting Help

Special Instructions:

All reports, except for those in B and F above, should be submitted through FedConnect.

See attached.

U.S. Department of Energy
Federal Assistance Reporting Checklist
And Instructions

5. Special Instructions

The Recipient ACP Project Leadership will meet with DOE and/or DOE's designated representatives monthly to update progress and discuss unusual incidents, special advances or problems.

Within 30 days following each month of the project and at the conclusion of the project, the Recipient will provide the DOE Program Manager and Project Officer a non-public written report containing project accomplishment metrics, as well as a summary of progress, problems, and deviations from the plan.

A summary version of the non-public written report will be provided to the DOE Program Manager and Project Officer within 30 days following each month of the project and at the conclusion of the project. The report will provide meaningful information regarding the status of activities that can be released to the public.

Federal Assistance Reporting Instructions (09/09)

A. MANAGEMENT REPORTING

Progress Report

The Progress Report must provide a concise narrative assessment of the status of work and include the following information and any other information identified under Special Instructions on the Federal Assistance Reporting Checklist:

The DOE award number and name of the recipient.

The project title and name of the project director/principal investigator.

Date of report and period covered by the report.

A comparison of the actual accomplishments with the goals and objectives established for the period and reasons why the established goals were not met.

A discussion of what was accomplished under these goals during this reporting period, including major activities, significant results, major findings or conclusions, key outcomes or other achievements. This section should not contain any proprietary data or other information not subject to public release. If such information is important to reporting progress, do not include the information, but include a note in the report advising the reader to contact the Principal Investigator or the Project Director for further information.

Cost Status. Show approved budget by budget period and actual costs incurred. If cost sharing is required break out by DOE share, recipient share, and total costs.

Schedule Status. List milestones, anticipated completion dates and actual completion dates. If you submitted a project management plan with your application, you must use this plan to report schedule and budget variance. You may use your own project management system to provide this information.

8. Any changes in approach or aims and reasons for change. Remember significant changes to the objectives and scope require prior approval by the contracting officer.

9. Actual or anticipated problems or delays and actions taken or planned to resolve them.

10. Any absence or changes of key personnel or changes in consortium/teaming arrangement.

11. A description of any product produced or technology transfer activities accomplished during this reporting period, such as:

Publications (list journal name, volume, issue); conference papers; or other public releases of results. Attach or send copies of public releases to the DOE Program Manager identified in Block 15 of the Assistance Agreement Cover Page.

Web site or other Internet sites that reflect the results of this project.

Networks or collaborations fostered.

Technologies/Techniques.

Inventions/Patent Applications

Other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment.

Special Status Report

The recipient must report the following events by e-mail as soon as possible after they occur:

Developments that have a significant favorable impact on the project.

Problems, delays, or adverse conditions which materially impair the recipient's ability to meet the objectives of the award or which may require DOE to respond to questions relating to such events from the public. The recipient must report any of the following incidents and include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition:

Any single fatality or injuries requiring hospitalization of five or more individuals.

Any significant environmental permit violation.

Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes.

Any incident which causes a significant process or hazard control system failure.

Any event which is anticipated to cause a significant schedule slippage or cost increase.

Any damage to Government-owned equipment in excess of \$50,000.

Any other incident that has the potential for high visibility in the media.

B. SCIENTIFIC/TECHNICAL REPORTS

Final Scientific/Technical Report

Content. The final scientific/technical report must include the following information and any other information identified under Special Instructions on the Federal Assistance Reporting Checklist:

1. Identify the DOE award number; name of recipient; project title; name of project director/principal investigator; and consortium/teaming members.
2. Display prominently on the cover of the report any authorized distribution limitation notices, such as patentable material or protected data. Reports delivered without such notices may be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use or reproduction of such reports.
3. Provide an executive summary, which includes a discussion of 1) how the research adds to the understanding of the area investigated; 2) the technical effectiveness and economic feasibility of the methods or techniques investigated or demonstrated; or 3) how the project is otherwise of benefit to the public. The discussion should be a minimum of one paragraph and written in terms understandable by an educated layman.
4. Provide a comparison of the actual accomplishments with the goals and objectives of the project.
5. Summarize project activities for the entire period of funding, including original hypotheses, approaches used, problems encountered and departure from planned methodology, and an assessment of their impact on the project results. Include, if applicable, facts, figures, analyses, and assumptions used during the life of the project to support the conclusions.

Identify products developed under the award and technology transfer activities, such as:

a. Publications (list journal name, volume, issue), conference papers, or other public releases of results. If not provided previously, attach or send copies of any public releases to the DOE Program Manager identified in Block 15 of the Assistance Agreement Cover Page;

b. Web site or other Internet sites that reflect the results of this project;

Networks or collaborations fostered;

Technologies/Techniques;

Inventions/Patent Applications, licensing agreements; and

Other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment.

7. For projects involving computer modeling, provide the following information with the final report:

a. Model description, key assumptions, version, source and intended use;

b. Performance criteria for the model related to the intended use;

c. Test results to demonstrate the model performance criteria were met (e.g., code verification/validation, sensitivity analyses, history matching with lab or field data, as appropriate);

Theory behind the model, expressed in non-mathematical terms;

e. Mathematics to be used, including formulas and calculation methods;

f. Whether or not the theory and mathematical algorithms were peer reviewed, and, if so, include a summary of theoretical strengths and weaknesses;

g. Hardware requirements; and

Documentation (e.g., users guide, model code).

Electronic Submission. The final scientific/technical report must be submitted electronically-via the DOE Energy Link System (E-Link) accessed at <http://www.osti.gov/elink-2413>.

Electronic Format. Reports must be submitted in the ADOBE PORTABLE DOCUMENT FORMAT (PDF) and be one integrated PDF file that contains all text, tables, diagrams, photographs, schematic, graphs, and charts. Materials, such as prints, videos, and books, that are essential to the report but cannot be submitted electronically, should be sent to the DOE Administrator at the address listed in Block 16 of the Assistance Agreement Cover Page.

Submission Form. The report must be accompanied by a completed electronic version of DOE Form 241.3, "U.S. Department of Energy (DOE), Announcement of Scientific and Technical Information (STI)." You can complete, upload, and submit the DOE F.241.3 online via E-Link. You are encouraged not to submit patentable material or protected data in these reports, but if there is such material or data in the report, you must: (1) clearly identify patentable or protected data on each page of the report; (2) identify such material on the cover of the report; and (3) mark the appropriate block in Section K of the DOE F 241.3. Reports must not contain any limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release. Protected data is specific technical data, first produced in the performance of the award that is protected from public release for a period of time by the terms of the award agreement.

Conference Papers/Proceedings

Content: The recipient must submit a copy of any conference papers/proceedings, with the following information: (1) Name of conference; (2) Location of conference; (3) Date of conference; and (4) Conference sponsor.

Electronic Submission. Scientific/technical conference paper/proceedings must be submitted electronically-via the DOE Energy Link System (E-Link) at <http://www.osti.gov/mlink-2413>. Non-scientific/technical conference papers/proceedings must be sent to the URL listed on the Reporting Checklist.

Electronic Format. Conference papers/proceedings must be submitted in the ADOBE PORTABLE DOCUMENT FORMAT (PDF) and be one integrated PDF file that contains all text, tables, diagrams, photographs, schematic, graphs, and charts. If the proceedings cannot be submitted electronically, they should be sent to the DOE Administrator at the address listed in Block 16 of the Assistance Agreement Cover Page.

Submission Form. Scientific/technical conference papers/proceedings must be accompanied by a completed DOE Form 241.3. The form and instructions are available on E-Link at <http://www.osti.gov/mlink-2413>. This form is not required for non-scientific or non-technical conference papers or proceedings.

Software/Manual

Content. Unless otherwise specified in the award, the following must be delivered: source code, the executable object code and the minimum support documentation needed by a competent user to understand and use the software and to be able to modify the software in subsequent development efforts.

Electronic Submission. Submissions may be submitted electronically-via the DOE Energy Link System (E-Link) at <http://www.osti.gov/estsc/241-4pre.jsp>. They may also be submitted via regular mail to:

Energy Science and Technology Software Center
P.O. Box 1020
Oak Ridge, TN 37831

Submission Form. Each software deliverable and its manual must be accompanied by a completed DOE Form 241.4 "Announcement of U.S. Department of Energy Computer Software." The form and instructions are available on E-Link at <http://www.osti.gov/estsc/241-4pre.jsp>.

Protected Personally Identifiable Information (PII). Management Reports or Scientific/Technical Reports must not contain any *Protected PII*. PII is any information about an individual which can be used to distinguish or trace an individual's identity. Some information that is considered to be PII is available in public sources such as telephone books, public websites, university listings, etc. This type of information is considered to be Public PII and includes, for example, first and last name, address, work telephone number, e-mail address, home telephone number, and general educational credentials. In contrast, *Protected PII* is defined as an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.

C. FINANCIAL REPORTING

Recipients must complete the SF-425 as identified on the Reporting Checklist in accordance with the report instructions. A fillable version of the form is available at http://www.whitehouse.gov/omb/grants/grants_forms.aspx.

D. CLOSEOUT REPORTS

Final Invention and Patent Report

The recipient must provide a DOE Form 2050.11, "PATENT CERTIFICATION." This form is available at <http://www.directives.doe.gov/pdfs/forms/2050-11.pdf> and <http://grants.pr.doe.gov>.

Property Certification

The recipient must provide the Property Certification, including the required inventories of non-exempt property, located at <http://grants.pr.doe.gov>.

E. OTHER REPORTING

Annual Indirect Cost Proposal and Reconciliation

Requirement. In accordance with the applicable cost principles, the recipient must submit an annual indirect cost proposal, reconciled to its financial statements, within six months after the close of the fiscal year, unless the award is based on a predetermined or fixed indirect rate(s), or a fixed amount for indirect or facilities and administration (F&A) costs.

Cognizant Agency. The recipient must submit its annual indirect cost proposal directly to the cognizant agency for negotiating and approving indirect costs. If the DOE awarding office is the cognizant agency, submit the annual indirect cost proposal to the DOE Administrator at the address listed in Block 16 of the Assistance Agreement Cover Page.

Annual Inventory of Federally Owned Property

Requirement. If at any time during the award the recipient is provided Government-furnished property or acquires property with project funds and the award specifies that the property vests in the Federal Government (i.e. federally owned property), the recipient must submit an annual inventory of this property to the DOE Administrator at the address listed in Block 16 of the Assistance Agreement Cover Page no later than October 30th of each calendar year, to cover an annual reporting period ending on the preceding September 30th.

Content of Inventory. The inventory must include a description of the property, tag number, acquisition date, location of the property, and acquisition cost, if purchased with project funds. The report must list all federally owned property, including property located at subcontractor's facilities or other locations.

F. AMERICAN RECOVERY AND REINVESTMENT ACT REPORTING

See Special Award Term entitled Reporting and Registration Requirement under Section 1512 of the Recovery Act. The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act. Additional information on complying with this requirement can be found at [Department of Energy – OMB Reporting Help](#).

Attachment D

INTELLECTUAL PROPERTY REQUIREMENTS

01. In the Agreement Between the U.S. Department of Energy and USEC Inc. dated June 17, 2002, as amended ("June 17th Agreement") USEC and DOE have agreed to USEC's transfer to DOE of certain rights in enrichment-related intellectual property (IP) and the delivery of associated technical data. The Intellectual Property Requirements in this Attachment D shall be read and construed in a manner consistent with the IP provisions in the June 17th Agreement, and any inconsistency shall be resolved by giving precedence to the June 17th Agreement.

02. FAR 52.227-1 Authorization and Consent (JUL 1995)-Alternate I (APR 1984)

(a) The Government authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of this contract or any subcontract at any tier.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for research and development expected to exceed the simplified acquisition threshold; however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

03. FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at FAR 2.101. (End of clause)

04. FAR 52.227-3 Patent Indemnity (APR 1984)

(a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to—

(1) An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor;

(2) An infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance; or

(3) A claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

(End of clause)

05. Rights in Data

Rights in Data—Programs Covered Under Special Data Statutes

(a) Definitions

Computer Data Bases, as used in this clause, means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

Computer software, as used in this clause, means (i) computer programs which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations and (ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the computer program to be produced, created or compiled. The term does not include computer data bases.

Award No.: DE-NE0000530
Amendment No.: 000

Data, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to administration, such as financial, administrative, cost or pricing or management information.

Form, fit, and function data, as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability as well as data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

Limited rights data, as used in this clause, means data (other than computer software) developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.

Restricted computer software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and confidential or privileged; or is published copyrighted computer software; including modifications of such computer software.

Protected data, as used in this clause, means technical data or commercial or financial data first produced in the performance of the award which, if it had been obtained from and first produced by a non-federal party, would be a trade secret or commercial or financial information that is privileged or confidential under the meaning of 5 U.S.C. 552(b)(4) and which data is marked as being protected data by a party to the award.

Protected rights, as used in this clause, mean the rights in protected data set forth in the Protected Rights Notice of paragraph (g) of this clause.

Technical data, as used in this clause, means that data which are of a scientific or technical nature. Technical data does not include computer software, but does include manuals and instructional materials and technical data formatted as a computer data base.

Unlimited rights, as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of Rights

(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in-

(i) Data specifically identified in this agreement as data to be delivered without restriction;

(ii) Form, fit, and function data delivered under this agreement;

(iii) Data delivered under this agreement (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this agreement; and

(iv) All other data delivered under this agreement unless provided otherwise for protected data in accordance with paragraph (g) of this clause or for limited rights data or restricted computer software in accordance with paragraph (h) of this clause.

(2) The Recipient shall have the right to-

(i) Protect rights in protected data delivered under this agreement in the manner and to the extent provided in paragraph (g) of this clause;

(ii) Withhold from delivery those data which are limited rights data or restricted computer software to the extent provided in paragraph (h) of this clause;

(iii) Substantiate use of, add, or correct protected rights or copyrights notices and to take other appropriate action, in accordance with paragraph (e) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this agreement to the extent provided in subparagraph (c)(1) of this clause.

(c) Copyright

(1) Data first produced in the performance of this agreement. Except as otherwise specifically provided in this agreement, the Recipient may assert, without the prior approval of the Contracting Officer, asserted to copyright subsisting in any data first produced in the performance of this agreement. If claim to copyright is made, the Recipient shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including agreement number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. Except for Protected Data under paragraph g, for such copyrighted data, including computer software, the Recipient grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government, for all such data.

(2) Data not first produced in the performance of this agreement. The Recipient shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this agreement any data that are not first produced in the performance of this agreement and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Recipient identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; provided, however, that if such data are computer software, the Government shall acquire a copyright license as set forth in subparagraph (h)(3) of this clause if included in this agreement or as otherwise may be provided in a collateral agreement incorporated or made a part of this agreement.

(3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) Release, Publication and Use of Data

(1) The Recipient shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Recipient in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Recipient agrees that to the extent it receives or is given access to data necessary for the performance of this agreement which contain restrictive markings, the Recipient shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) Unauthorized Marking of Data

(1) Notwithstanding any other provisions of this agreement concerning inspection or acceptance, if any data delivered under this agreement are marked with the notices specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this agreement, the Contracting Officer may at any time either return the data to the Recipient or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Recipient affording the Recipient 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Recipient fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause

shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Recipient provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Recipient shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Recipient a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Recipient files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination become final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(f) Omitted or Incorrect Markings

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Recipient may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Recipient's expense, and the Contracting Officer may agree to do so if the Recipient-

(i) Identifies the data to which the omitted notice is to be applied; (ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

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(2) The Contracting Officer may also:

(i) Permit correction at the Recipient's expense of incorrect notices if the Recipient identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices. (g) Rights to Protected Data

(1) The Recipient may, claim and mark Protected Data, as defined in paragraph a, any data first produced in the performance of this award. Any such claimed "Protected Data" will be clearly marked with the following Protected Rights Notice, and will be treated in accordance with such Notice by DOE, subject to the provisions of paragraphs (e) and (f) of this clause.

PROTECTED RIGHTS NOTICE

These protected data were produced under agreement no. DE-SC0003997 with the U.S. Department of Energy and may not be published, disseminated, or disclosed to others outside the Government for a period of 5 years after submittal of data to DOE, unless express written authorization is obtained from the recipient. Upon expiration of the period of protection set forth in this Notice, the Government shall have unlimited rights in this data. This Notice shall be marked on any reproduction of this data, in whole or in part.

(End of notice)

(2) Any such marked Protected Data may be disclosed by DOE under obligations of confidentiality for the following purposes:

(a) For evaluation purposes under the restriction that the "Protected Data" be retained in confidence and not be further disclosed; or

(b) To subcontractors or other team members performing work under the USEC's American Centrifuge Program of which this award is a part, for information or use in connection with the work performed under their activity, and under the restriction that the Protected Data be retained in confidence and not be further disclosed.

(3) Except as provided in paragraph c, the obligations of confidentiality and restrictions on publication and dissemination by DOE shall end for any Protected Data:

(a) At the end of the protected period;

(b) If the data becomes publicly known or available from other sources without a breach of the obligation of confidentiality with respect to the Protected Data;

(c) If the same data is independently developed by someone who did not have access to the Protected Data and such data is made available without obligations of confidentiality; or

(d) If the Recipient disseminates or authorizes another to disseminate such data without obligations of confidentiality.

(4) However, the Recipient agrees that the following types of data are not considered to be protected and shall be provided to the Government when required by this award without any claim that the data are Protected Data. The parties agree that notwithstanding the following lists of types of data, nothing precludes the Government from seeking delivery of additional data in accordance with this award, or from making publicly available additional non-protected data, nor does the following list constitute any admission by the Government that technical data not on the list is Protected Data.

The monthly and final summary reports of the project which is available for release to the public. (5) The Government's sole obligation with respect to any protected data shall be as set forth in this paragraph (g).

(h) Protection of Limited Rights Data

When data other than that listed in subparagraphs (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this agreement and such data qualify as either limited rights data or restricted computer software, the Recipient, if the Recipient desires to continue protection of such data, shall withhold such data and not furnish them to the Government under this agreement. As a condition to this withholding the Recipient shall identify the data being withheld and furnish form, fit, and function data in lieu thereof.

(i) Subaward/Contract

The Recipient has the responsibility to obtain from its subrecipients/contractors all data and rights therein necessary to fulfill the Recipient's obligations to the Government under this agreement, including those obligations under the June 17th Agreement. Where Recipient employs third party intellectual property in the performance of uranium enrichment activities under this agreement, it shall acquire rights in the third party intellectual property necessary to enable the United States Government to practice the intellectual property consistent with the licenses contained in the June 17th Agreement. If a subrecipient/contractor refuses to accept terms affording the Government such rights, the Recipient shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subaward/contract award without further authorization.

(j) Additional Data Requirements

In addition to the data specified elsewhere in this agreement to be delivered, the Contracting Officer may, at anytime during agreement performance or within a period of 1 year after acceptance of all items to be delivered under this agreement, request delivery to DOE of any data first produced or specifically used in the performance of this agreement. Such request shall not

unreasonably be denied. This clause is applicable to all data ordered under this subparagraph. Nothing contained in this subparagraph shall require the Recipient to deliver any data the withholding of which is authorized by this clause or data which are specifically identified in this agreement as not subject to this clause. When data are to be delivered under this subparagraph, the Recipient will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.

(k) The Recipient agrees, except as may be otherwise specified in this agreement for specific data items listed as not subject to this paragraph, that the Contracting Officer or an authorized representative may, up to three years after acceptance of all items to be delivered under this contract, inspect at the Recipient's facility any data withheld pursuant to paragraph (h) of this clause, for purposes of verifying the Recipient's assertion pertaining to the limited rights or restricted rights status of the data or for evaluating work performance. Where the Recipient whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if the inspection were made by a particular representative, the Contracting Officer shall designate an alternate inspector.

Alternate I:

(h)(2) Notwithstanding subparagraph (h)(1) of this clause, the agreement may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Recipient may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, in accordance with such Notice:

LIMITED RIGHTS NOTICE

(a) These data are submitted with limited rights under Government agreement No.

(and

subaward/contract No.

, if appropriate). These data may be reproduced and used by the

Government with the express limitation that they will not, without written permission of the Recipient, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any, provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

(1) Use (except for manufacture) by Federal support services contractors within the scope of their contracts;

(2) This "limited rights data" may be disclosed for evaluation purposes under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;

(3) This "limited rights data" may be disclosed to other contractors participating in the Government's program of which this Recipient is a part for information or use (except for

manufacture) in connection with the work performed under their awards and under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;

(4) This "limited rights data" may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the "limited rights data" be retained in confidence and not be further disclosed; and

(5) Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government. This Notice shall be marked on any reproduction of this data in whole or in part.

(b) This Notice shall be marked on any reproduction of these data, in whole or in part. (End of noti

Alternate II:

(h)(3)(i) Notwithstanding subparagraph (h)(1) of this clause, the agreement may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be withholdable. If delivery of such computer software is so required, the Recipient may affix the following "Restricted Rights Notice" to the computer software and the Government will thereafter treat the computer software, subject to paragraphs (d) and (e) of this clause, in accordance with the Notice:

RESTRICTED RIGHTS NOTICE

(a) This computer software is submitted with restricted rights under Government Agreement No. ____ (and subaward/contract ____, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (c) of this Notice or as otherwise expressly stated in the agreement.

(b) This computer software may be—

(1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;

(2) Used or copies for use in a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software are made subject to the same restricted rights;

(5) Disclosed to and reproduced for use by Federal support service Contractors in accordance with subparagraphs (b)(1) through (4) of this clause, provided the Government makes such disclosure or reproduction subject to these restricted rights; and

(6) Used or copies for use in or transferred to a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is published copyrighted computer software, it is licensed to the Government, without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the agreement.

(e) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used in lieu thereof:

RESTRICTED RIGHTS NOTICE

Use, reproduction, or disclosure is subject to restrictions set forth in Agreement No. ____ (and subaward/contract ____, if appropriate) with ____ (name of Recipient and subrecipient/contractor).

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause, unless the Recipient includes the following statement with such copyright notice: "Unpublished—rights reserved under the Copyright Laws of the United States."

(End of clause)

06. Patent Rights - Waiver as modified by 10 C.F.R. 784, DOE Patent Waiver Regulations

(a) Definitions.

As used in this clause:

Background patent means a domestic patent covering an invention or discovery which is not a Subject Invention and which is owned or controlled by the Contractor at any time through the completion of this contract:

- (i) Which the Contractor, but not the Government, has the right to license to others without obligation to pay royalties thereon, and
- (ii) Infringement of which cannot reasonably be avoided upon the practice of any specific process, method, machine, manufacture or composition of matter (including relatively minor modifications thereof) which is a subject of the research, development, or demonstration work performed under this contract.

Contract means any contract, grant, agreement, understanding, or other arrangement, which includes research, development, or demonstration work, and includes any assignment or substitution of parties.

DOE patent waiver regulations means the Department of Energy patent waiver regulations at 10 CFR Part 784.

Invention as used in this clause, means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321 *et seq.*).

Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

Patent Counsel means the Department of Energy Patent Counsel assisting the procuring activity.

Practical application means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Secretary means the Secretary of Energy.

Small business firm means a small business concern as defined at Section 2 of the Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

Subject invention means any invention of the Contractor conceived or first actually reduced to practice in the course of or under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act (7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights.

Whereas DOE has granted a waiver of rights to subject inventions to the Contractor, the Contractor may elect to retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. "202 and 203. With respect to any subject invention in which the Contractor elects to retain title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention disclosure, election of title, and filing of patent applications by Contractor.

(1) The Contractor shall disclose each subject invention to the Patent Counsel within six months after conception or first actual reduction to practice, whichever occurs first in the course of or under this contract, but in any event, prior to any sale, public use, or public disclosure of such invention known to the Contractor. The disclosure to the Patent Counsel shall be in the form of a written report and shall identify the inventors and the contract under which the invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Patent Counsel, the Contractor shall promptly notify the Patent Counsel of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor shall elect in writing whether or not to retain title to any such invention by notifying the Patent Counsel at the time of disclosure or within 8 months of disclosure, as to those countries (including the United States) in which the Contractor will retain title; provided, that in any case where publication, on sale, or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by the Agency to a date that is no more than 60 days prior to the end of the statutory period. The Contractor shall notify the Patent Counsel as to those countries (including the United States) in which the Contractor will retain title not later than 60 days prior to the end of the statutory period.

(3) The Contractor shall file its United States patent application on an elected invention within 1 year after election, but not later than at least 60 days prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor shall file patent applications in additional countries (including the European Patent Office and under the Patent Cooperation Treaty) within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where foreign filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to the Patent Counsel, election, and filing may, at the discretion of DOE, be granted, and will normally be granted unless the Patent Counsel has reason to believe that a particular extension would prejudice the Government's interest.

(d) Conditions when the Government may obtain title notwithstanding an existing waiver.

The Contractor shall convey to DOE, upon written request, title to any subject invention--

(1) If the Contractor elects not to retain title to a subject invention;

(2) If the Contractor fails to disclose or elect the subject invention within the times specified in paragraph (c) of this clause (provided that DOE may only request title within 60 days after learning of the Contractor's failure to report or elect within the specified times);

(3) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of DOE, the Contractor shall continue to retain title in that country;

(4) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention; or

(5) If the waiver authorizing the use of this clause is terminated as provided in paragraph (p) of this clause.

(e) Minimum rights to Contractor when the Government retains title.

(1) The Contractor shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title under paragraph (d) of this clause except if the Contractor fails to disclose the subject invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of DOE except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by DOE to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in 37 CFR part 404 and DOE licensing regulations. This license shall not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of DOE to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, DOE shall furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor shall be allowed 30 days (or such other time as may be authorized by DOE for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable agency licensing regulations and 37 CFR part 404 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

(f) Contractor action to protect the Government's interest.

(1) The Contractor agrees to execute or to have executed and promptly deliver to DOE all instruments necessary to:

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and

(ii) convey title to DOE when requested under paragraphs (d) and (n)(2) of this clause, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify DOE of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under (identify the contract) awarded by DOE. The Government has certain rights in this invention."

(5) The Contractor shall establish and maintain active and effective procedures to assure that subject inventions are promptly identified and disclosed to Contractor personnel responsible for patent matters within 6 months of conception and/or first actual reduction to practice, whichever occurs first in the course of or under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records that show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Contractor shall furnish the Patent Counsel a description of such procedures for evaluation and for determination as to their effectiveness.

(6) The Contractor agrees, when licensing a subject invention, to arrange to avoid royalty charges on acquisitions involving Government funds, including funds derived through Military Assistance Program of the Government or otherwise derived through the Government; to refund any amounts received as royalty charges on the subject invention in acquisitions for, or on behalf of, the Government; and to provide for such refund in any instrument transferring rights in the invention to any party.

(7) The Contractor shall furnish the Patent Counsel the following:

(i) Interim reports every 12 months (or such longer period as may be specified by the Patent Counsel) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(ii) A final report, within 3 months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

(8) The Contractor shall promptly notify the Patent Counsel in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Patent Counsel, the Contractor shall furnish a copy of such subcontract, and no more frequently than annually, a listing of the subcontracts that have been awarded.

(9) The Contractor shall provide, upon request, the filing date, serial number and title, a copy of the patent application (including an English-language version if filed in a language other than English), and patent number and issue date for any subject invention for which the Contractor has retained title.

(10) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(g) Subcontracts.

(1) Unless otherwise directed by the Contracting Officer, the Contractor shall include the clause at 48 CFR 952.227-11, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization, except where the work of the subcontract is subject to an Exceptional Circumstances Determination by DOE. In all other subcontracts, regardless of tier, for experimental, developmental, demonstration, or research work, the Contractor shall include the patent rights clause at 48 CFR 952.227-13 (suitably modified to identify the parties).

(2) The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(3) In the case of subcontractors at any tier, the Department, the subcontractor, and Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Department with respect to those matters covered by this clause.

(4) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contracting Officer shall furnish a copy of such subcontract, and, no more frequently than annually, a listing of the subcontracts that have been awarded.

(h) Reporting on utilization of subject inventions.

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor and any of its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as DOE may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by DOE in connection with any march-in proceedings undertaken by DOE in accordance with paragraph (j) of this clause. To the extent data or information supplied under this paragraph is considered by the Contractor, its licensee or assignee to be privileged and confidential and is so marked, DOE agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government.

(i) Preference for United States industry.

Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by DOE upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights.

The Contractor agrees that with respect to any subject invention in which it has acquired title, DOE has the right in accordance with the procedures in 48 CFR 27.304-1(g) to require the Contractor, an assignee, or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request, DOE has the right to grant such a license itself if DOE determines that--

- (1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Background Patents [reserved]

(l) Communications.

All reports and notifications required by this clause shall be submitted to the Patent Counsel unless otherwise instructed.

(m) Other inventions.

Nothing contained in this clause shall be deemed to grant to the Government any rights with respect to any invention other than a subject invention.

(n) Examination of records relating to inventions.

(1) The Contracting Officer or any authorized representative shall, until 3 years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Contractor relating to the conception or first actual reduction to practice of inventions in the same field of technology as the work under this contract to determine whether--

- (i) Any such inventions are subject inventions;
- (ii) The Contractor has established and maintains the procedures required by paragraphs (f)(2) and (f)(5) of this clause; and
- (iii) The Contractor and its inventor have complied with the procedures.

(2) If the Contracting Officer determines that an inventor has not disclosed a subject invention to the Contractor in accordance with the procedures required by paragraph (f)(5) of this clause, the Contracting Officer may, within 60 days after the determination, request title in accordance with paragraphs (d)(2) and (d)(3) of this clause. However, if the Contractor establishes that the failure to disclose did not result from the Contractor's fault or negligence, the Contracting Officer shall not request title.

(3) If the Contracting Officer learns of an unreported Contractor invention which the Contracting Officer believes may be a subject invention, the Contractor may be required to disclose the invention to DOE for a determination of ownership rights.

(4) Any examination of records under this paragraph shall be conducted in such a manner as to protect the confidentiality of the information involved.

(o) Withholding of payment.

NOTE: This paragraph does not apply to subcontracts or grants.

(1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the amount of the contract, whichever is less, shall have been set aside if, in the Contracting Officer's opinion, the Contractor fails to--

- (i) Establish, maintain, and follow effective procedures for identifying and disclosing subject inventions pursuant to paragraph (f)(5) of this clause;
- (ii) Disclose any subject invention pursuant to paragraph (c)(1) of this clause;
- (iii) Deliver acceptable interim reports pursuant to paragraph (f)(7)(I) of this clause;
- (iv) Provide the information regarding subcontracts pursuant to paragraph (f)(6) of this clause; or
- (v) Convey to the Government, using a DOE-approved form, the title and/or rights of the Government in each subject invention as required by this clause.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract shall not be made before the Contractor delivers to the Patent Counsel all disclosures of subject inventions required by paragraph (c)(1) of this clause, an acceptable final report pursuant to paragraph (f)(7)(ii) of this clause, and all past due confirmatory instruments, and the Patent Counsel has issued a patent clearance certification to the Contracting Officer.

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized above. If the maximum amount authorized above is already being withheld under other provisions of the contract, no additional amount shall be withheld under this paragraph. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(p) Waiver Terminations.

Any waiver granted to the Contractor authorizing the use of this clause (including any retention of rights pursuant thereto by the Contractor under paragraph (b) of this clause) may be terminated at the discretion of the Secretary or his designee in whole or in part, if the request for waiver by the Contractor is found to contain false material statements or nondisclosure of material facts, and such were specifically relied upon by DOE in reaching the waiver determination. Prior to any such termination, the Contractor will be given written notice stating the extent of such proposed termination and the reasons therefor, and a period of 30 days, or such longer period as the Secretary or his designee shall determine for good cause shown in writing, to show cause why the waiver of rights should not be so terminated. Any waiver termination shall be subject to the Contractor's minimum license as provided in paragraph (e) of this clause.

(q) Atomic Energy.

No claim for pecuniary award or compensation under the provisions of the Atomic Energy Act of 1954, as amended, shall be asserted by the Contractor or its employees with respect to any invention or discovery made or conceived in the course of or under this contract.

(r) Publication.

It is recognized that during the course of work under this contract, the contractor or its employees may from time to time desire to release or publish information regarding scientific or technical developments conceived or first actually reduced to practice in the course of or under this contract. In order that public disclosure of such information will not adversely affect the patent interests of DOE or the contractor, approval for release of publication shall be secured from Patent Counsel prior to any such release or publication. In appropriate circumstances, and after consultation with the contractor, Patent Counsel may waive the right of prepublication review.

(s) Forfeiture of rights in unreported subject inventions.

(1) The contractor shall forfeit and assign to the Government, at the request of the Secretary of Energy or designee, all rights in any subject invention which the contractor fails to report to Patent Counsel within six months after the time the contractor:

- (i) Files or causes to be filed a United States or foreign patent application thereon; or
- (ii) Submits the final report required by paragraph (f)(7)(ii) of this clause, whichever is later.

(2) However, the Contractor shall not forfeit rights in a subject invention if, within the time specified in paragraph (n)(1) of this clause, the contractor:

- (i) Prepares a written decision based upon a review of the record that the invention was neither conceived nor first actually reduced to practice in the course of or under the contract and delivers the decision to Patent Counsel, with a copy to the Contracting Officer; or
- (ii) Contending that the subject invention is not a subject invention, the contractor nevertheless discloses the subject invention and all facts pertinent to this contention to the Patent Counsel, with a copy to the Contracting Officer, or
- (iii) Establishes that the failure to disclose did not result from the contractor's fault or negligence.

(3) Pending written assignment of the patent application and patents on a subject invention determined by the Contracting Officer to be forfeited (such determination to be a Final Decision under the Disputes clause of this contract), the contractor shall be deemed to hold the invention and the patent applications and patents pertaining thereto in trust for the Government. The forfeiture provision of this paragraph shall be in addition to and shall not supersede any other rights and remedies which the Government may have with respect to subject inventions.

(t) U. S. Competitiveness

The Contractor agrees that any products embodying any waived invention or produced through the use of any waived invention will be manufactured substantially in the United States unless the Contractor can show to the satisfaction of the DOE that it is not commercially feasible to do so. In the event the DOE agrees to foreign manufacture, there will be a requirement that the Government's support of the technology be recognized in some appropriate manner, e.g., recoupment of the Government's investment, etc. The Contractor agrees that it will not license, assign or otherwise transfer any waived invention to any entity unless that entity agrees to these same requirements. Should the Contractor or other such entity receiving rights in the invention undergo a change in ownership amounting to a controlling interest, then the waiver, assignment, license, or other transfer of rights in the waived invention is suspended until approved in writing by the DOE.

(End of clause)

Attachment E

**NATIONAL POLICY ASSURANCES TO BE INCORPORATED AS AWARD TERMS
(August 2008)**

To the extent that a term does not apply to a particular type of activity or award, it is self-deleting.

I. Nondiscrimination Policies

You must comply with applicable provisions of the following national policies prohibiting discrimination:

1. On the basis of race, color, or national origin in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as implemented by DOE regulations at 10 CFR part 1040;
2. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as implemented by DOE regulations at 10 CFR parts 1041 and 1042;
3. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90 and DOE regulations at 10 CFR part 1040;
4. On the basis of disability, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DOE regulations at 10 CFR part 1041
5. On the basis of race, color, national origin, religion, disability, familial status, and sex under Title VIII of the Civil Rights Act (42 U.S.C. 3601 et seq.) as implemented by the Department of Housing and Urban Development at 24 CFR part 100; and
6. On the basis of disability in the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.) for the design, construction, and alteration of buildings and facilities financed with Federal funds.

II. Environmental Policies

You must:

1. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 (3 CFR, 1971-1975 Comp. p. 799) and Environmental Protection Agency rules at 40 CFR part 32, Subpart J.
2. Immediately identify to the Buyer for further transmittal to DOE, any potential impact that Contractor finds this Contract may have on:
 - a. The quality of the human environment, including wetlands, and provide any help the Corporation or DOE may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 431 et seq.) and assist the Corporation and DOE to prepare Environmental Impact Statements or other environmental documentation. In such cases, Contractor may take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking ground) or limit the choice of reasonable alternatives until the Corporation provides written notification of Federal compliance with NEPA, as implemented by DOE at 10 CFR part 1021.
 - b. Flood-prone areas, and provide any help the Corporation or DOE may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.) which require flood insurance, when available, for Federally assisted construction or acquisition in flood-prone areas, as implemented by DOE at 10 CFR part 1022.
 - c. Use of land and water resources of coastal zones and provide any help the Corporation or DOE may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.).
 - d. Coastal barriers along the Atlantic and Gulf coasts and Great Lakes' shores, and provide help the Corporation or DOE may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
 - e. Any existing or proposed component of the national Wild and Scenic Rivers system, and provide any help the Corporation or DOE may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
 - f. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide any help the Corporation or DOE may need to comply with the Safe Drinking Water Act (42 U.S.C. 300h-3).
3. Comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), as implemented by the Department of Housing and Urban Development at 24 CFR Part 35. The requirements concern lead-based paint in housing owned by the Federal Government or receiving Federal assistance.
4. Comply with section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6962), and implementing regulations of the Environmental Protection Agency, 40 CFR Part 247, which require the purchase of recycled products by States or political subdivision of States.

III. Live Organisms

1. **Human research subjects.** You must protect the rights and welfare of individuals that participate as human subjects in research under this award in accordance with the Common Federal Policy for the Protection of Human Subjects (45 CFR part 46), as implemented by DOE at 10 CFR part 745.
2. **Animals and plants.**

- a. You must comply with applicable provisions of Department of Agriculture rules at 9 CFR parts 1-4 that implement the Laboratory Animal Welfare Act of 1966 (7 U.S.C. 2131-2156) and provide for humane transportation, handling, care, and treatment of animals used in research, experimentation, or testing under this award.
- b. You must follow the guidelines in the National Academy of Sciences (NAS) Publication "Guide for the Care and Use of Laboratory Animals" (1996, which may be found currently at <http://www.nap.edu/readingroom/books/labrats/>) and comply with the Public Health Service Policy and Government principles regarding the care and use of animals (included as Appendix D to the NAS Guide).
- c. You must immediately identify to us, as the awarding agency, any potential impact that you find this award may have on endangered species, as defined by the Endangered Species Act of 1973, as amended ("the Act," 16 U.S.C. 1531-1543), and implementing regulations of the Departments of the Interior (50 CFR parts 10-24) and Commerce (50 CFR parts 217-227). You also must provide any help we may need to comply with 16 U.S.C. 1536(a) (2). This is not in lieu of responsibilities you have to comply with provisions of the Act that apply directly to you as a U.S. entity, independent of receiving this award.

IV. Other National Policies

1. **Debarment and suspension.** You must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR parts 180 and 901.
2. **Drug-free workplace.** You must comply with drug-free workplace requirements in Subpart B of 10 CFR part 607, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).
3. **Lobbying.**
 - a. You must comply with the restrictions on lobbying in 31 U.S.C. 1352, as implemented by DOE at 10 CFR part 601, and submit all disclosures required by that statute and regulation.
 - b. If you are a nonprofit organization described in section 501(c)(4) of title 26, United States Code (the Internal Revenue Code of 1968), you may not engage in lobbying activities as defined in the Lobbying Disclosure Act of 1995 (2 U.S.C., Chapter 26). If we determine that you have engaged in lobbying activities, we will cease all payments to you under this and other awards and terminate the awards unilaterally for material failure to comply with the award terms and conditions. By submitting an application and accepting funds under this agreement, you assure that you are not an organization described in section 501(c)(4) that has engaged in any lobbying activities described in the Lobbying Disclosure Act of 1995 (2 U.S.C. 1611).
 - c. You must comply with the prohibition in 18 U.S.C. 1913 on the use of Federal funds, absent express Congressional authorization, to pay directly or indirectly for any service, advertisement or other written matter, telephone communication, or other device intended to influence at any time a Member of Congress or official of any government concerning any legislation, law, policy, appropriation, or ratification.
4. **Officials not to benefit.** You must comply with the requirements that no member of Congress shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.
5. **Hatch Act.** If applicable, you must comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7326), as implemented by the Office of Personnel Management at 5 CFR part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or in part with Federal funds.
6. **Native American graves protection and repatriation.** If you control or possess Native American remains and associated funerary objects, you must comply with all requirements of 43 CFR Part 10, the Department of the Interior implementation of the Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C., chapter 32).
7. **Fly America Act.** You must comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118), commonly referred to as the "Fly America Act," and implementing regulations at 41 CFR 301-10.131 through 301-10.143. The law and regulations require air transport of people or property to, from, between or within a country other than the United States, the cost of which is supported under this award, to be performed by or under a cost-sharing arrangement with a U.S. flag carrier, if service is available.
8. **Use of United States-flag vessels.**
 - a. Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)), at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds under this award, and which may be transported by ocean vessel, must be transported on privately owned United States-flag commercial vessels, if available.
 - b. Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 9.a. of this section shall be furnished to both our award administrator (through you in the case of your contractor's bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
9. **Research misconduct.** You must comply with the government-wide policy on research misconduct issued by the Office of Science and Technology Policy (available in the Federal Register at 65 FR 76260, December 6, 2000, or on the Internet at www.ostp.gov), as implemented by DOE at 10 CFR part 733 and 10 CFR 600.31.
10. **Requirements for an Institution of Higher Education Concerning Military recruiters and Reserve Officers Training Corps (ROTC).**
 - a. As a condition for receiving funds under an award by the National Nuclear Security Administration of the Department of Energy, you agree that you are not an institution of higher education that has a policy or practice placing any of the restrictions specified in 10 U.S.C. 983, as implemented by 32 CFR part 216, on:
 - i. Maintenance, establishment, or operation of Senior ROTC units, or student participation in those units; or
 - ii. Military recruiters' access to campuses, students on campuses, or information about students.
 - b. If you are determined, using the procedures in 32 CFR, part 216, to be such an institution of higher education during the period of performance of this award, we:

- i. Will cease all payments to you of funds under this award and all other awards subject to the requirements in 32 CFR part 216; and
 - ii. May suspend or terminate those awards unilaterally for material failure to comply with the award terms and conditions.
11. **Historic preservation.** You must identify to us any:
- a. Any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and provide any help we may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470f), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR part 800 and Executive Order 11593, "Identification and Protection of Historic Properties," [3 CFR, 1971-1975 Comp., p. 559].
 - b. Potential under this award for irreparable loss or destruction of significant scientific, prehistorical, historical, or archeological data, and provide any help we may need, with respect to this award, to comply with the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1, et seq.).
12. **Relocation and real property acquisition.** You must comply with applicable provisions of 49 CFR part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.
13. **Confidentiality of patient records.** You must keep confidential any records that you maintain of the identity, diagnosis, prognosis, or treatment of any patient in connection with any program or activity relating to substance abuse education, prevention, training, treatment, or rehabilitation that is assisted directly or indirectly under this award, in accordance with 42 U.S.C. 290dd-2.
14. **Constitution Day.** You must comply with Public Law 108-447, Div. J, Title I, Sec. 111 (36 U.S.C. 106 note), which requires each educational institution receiving Federal funds in a Federal fiscal year to hold an educational program on the United States Constitution on September 17th during that year for the students served by the educational institution.
15. **Trafficking in Persons.**
- a. Provisions applicable to a recipient that is a private entity.
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not –
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either –
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 901.
 - b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity –
 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either –
 - i. Associated with the performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 901.
 - c. Provisions applicable to any recipient.
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b. of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- ii. Another person engaged in the performance of the project under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

V. **National Policy Requirements for Subawards.**

Recipient responsibility. You must include in any subaward you make under this award the requirements of the national policy requirements in Section I through IV of this document that apply, based on the type of subawardee organization and situation.

USEC PROPRIETARY INFORMATION

RD&D Program Management and Enhanced Program Execution Structure

Purpose	This Exhibit sets forth the program management and enhanced program execution structure to be implemented by USEC Inc. (USEC), American Centrifuge Demonstration LLC (ACD), other participants and the U.S. Department of Energy (DOE) for the performance of the Research Development and Demonstration (RD&D) Program. This Exhibit describes the roles and responsibilities of each level of the management structure from broad (company) to narrow (function). The structure is graphically depicted in Attachment 1 to this Exhibit.
I. American Centrifuge Demonstration, LLC (ACD)	
A. Purpose and Scope	ACD is a special-purpose company formed to perform the RD&D Program in accordance with the Cooperative Agreement and related documents to which ACD is a party. ACD is currently a wholly-owned, indirect subsidiary of USEC Inc. ACD will, for accounting and financial reporting purposes be consolidated with USEC Inc. The LLC Agreement governing ACD shall be amended and restated consistent with this Exhibit.
B. Ownership	Entities entitled to appoint personnel to the Board of Managers (described below) may acquire a membership interest (i.e., equity) in ACD without investment, funding or liability obligation. At no point will DOE acquire a membership interest in ACD.
C. Management	Overall management of ACD shall be vested in a Board of Managers that will oversee and direct the management of the RD&D Program with day-to-day management of the RD&D Program vested in a Program Manager.
D. Implementation	<ol style="list-style-type: none">1. ACD will enter into a Cooperative Agreement and such other related agreements with DOE for the completion of the RD&D Program.2. ACD shall contract with American Centrifuge Manufacturing, LLC ("ACM") for centrifuge machines. ACM is a joint company between Babcock & Wilcox and USEC. The President and General Manager of ACM is an employee of Babcock & Wilcox and 126 of the 145 current ACM employees are Babcock & Wilcox employees.3. ACD shall contract with the holder of the NRC license for operations services and ACD's authority shall be subject to requirements to maintain compliance with NRC rules and regulations and license requirements4. Consistent with this Exhibit, ACD shall contract with other entities, including USEC Inc. and affiliates of USEC Inc., to obtain such other materials and services as are required to implement the RD&D Program
E. Staffing	ACD will not have any employees and will contract for staffing through service contracts or personnel seconding arrangements.
F. Compliance	All Board Managers, seconded employees and service contractors shall be required to comply with all applicable security plans and rules and regulations, including those relating to protection of classified information and Export Controlled Information. ACD will apply to the DOE to obtain a determination that ACD is not subject to Foreign Ownership Control or Influence and will obtain all applicable approvals for access to classified information concerning centrifuge technology and ACD's activities shall be restricted as necessary until such approvals are granted. It is assumed that the structure will not require NRC consent to implement and that the parties shall notify NRC as required.
II. Board of Managers of ACD	

A. Composition

The Board of Managers shall consist of seven (7) managers:

1. Two of the Board Managers shall be appointed by USEC
2. Up to three of the Board Managers may be appointed by other companies who may also provide resources for the RD&D Program including operational or management personnel ("Other Participants"); no more than one Board Manager may be appointed by each such company
3. Remainder of Board Managers shall be mutually acceptable independent Board Managers
4. The Chairman of the Board shall be elected by the Board and shall not be a Board Manager appointed by USEC
5. DOE shall have the right to appoint an observer that may attend any and all meetings of the Board of Managers. The DOE observer will not have voting rights of any kind.
6. Only independent Board Managers shall receive compensation from ACD
7. In the event that less than three Board Managers are appointed by the Other Participants, the Board size and composition shall be adjusted commensurate with the ratios described above and such that USEC shall not appoint a majority of the Board of Managers.

B. Authority

1. The Board of Managers shall be the managing Board for the RD&D Program and shall be vested with the authority to oversee and direct the management of the RD&D Program
2. The Board of Managers shall appoint the Program Manager, who shall report to and be accountable to the Board of Managers. The Board of Managers may remove and replace the Program Manager for inadequate performance or other cause. The independent Board Managers shall not be entitled to vote with respect to any vote to remove, replace or appoint the Program Manager. In addition, (i) any Board Manager appointed by the Program Manager's employer (in the case of removal or replacement) or by the candidate Program Manager's employer (in the case of appointment of a new Program Manager) shall not be entitled to vote with respect to any vote to remove, replace or appoint the Program Manager, as the case may be; and (ii) in the event any Board Manager appointed by an Other Participant is excluded from voting pursuant to clause (i), then USEC's Board Managers shall collectively be entitled to cast only one vote with respect to such vote.
3. Entry into new contracts, and all material amendments to existing ACD contracts, must be approved by the Board
 - a. Board Managers appointed by a counterparty to an ACD contract shall not be permitted to take part in any Board actions regarding such contracts
4. All deviations in excess of 10% of any budget line-item must be approved by the Board of Managers
5. If, in the judgment of the Board of Managers, the RD&D Program is materially behind schedule or over-budget or in material danger of failing to meet a milestone required under the Cooperative Agreement, the Board of Managers shall take such actions as may be required to recover cost and schedule or meet the milestone.
6. The Board of Managers may obtain the advice of consultants and may require an external review by the PPRC (described below) or other external party of any part of the RD&D Program
7. The staffing plan described below shall be submitted to the Board of Managers for approval.
8. Certain decisions will require supermajority or unanimous consent of the Board of Managers as is standard and customary including: amendment of the LLC agreement; adjusting capital accounts; dissolution, except as otherwise provided in the LLC agreement; making any distributions; changing outside counsel or auditors, if any; mortgaging, assigning, or granting of a security interest or permitting liens on company assets; admission, withdrawal or expulsion of Members, other than dissolution or transfer as provided in the LLC agreement; settlement of claims; incurrence of any debt; commencement of litigation; and changes in tax elections.
9. All other decisions will require a simple majority of the Board Managers permitted to vote on the matter

C. Meetings

1. The Board shall meet telephonically at least once each month
 2. The Board shall meet in person at least once each calendar quarter provided, however, individual members may participate telephonically
 3. The Chairman or any two Board Managers may call a special meeting of the Board
-

D. Information Flow and Reporting Obligations

1. The Program Manager shall submit to the Board each month, at least two business days prior to the Board's monthly meeting, a report covering:
 - a. Program execution and achievement of technical objectives and program milestones established by the Cooperative Agreement
 - b. Budget execution and adherence
 - c. Earned Value Management reports including: cost and schedule performance (including actual versus budgeted cost of work scheduled and performed, a schedule performance index and a cost performance index), variance analysis, forecasting, milestone status and critical path activities
 - d. Program issues that require direction from Board of Managers
 - e. Such other additional information the Program Manager determines should be provided to the Board or is required by the Board to be provided
2. The IPT (described below) shall report to the Program Manager and, in addition to input and/or reports to the Program Manager, shall provide reports to the Board at the Board's quarterly meetings
3. Any other entity that conducts an external review at the request of the Board (including the PPRC) shall report to the Board at the Board's quarterly meetings on any matter reviewed at the Board's request
4. The Board may request more frequent or specific reporting from the IPT, the PPRC or any senior program employee as it deems necessary.

III. Program Management

A. Program Manager

1. The Board of Managers shall appoint the Program Manager who shall initially be a USEC employee
2. The Program Manager shall report to the Board of Managers and shall attend all meetings of the Board of Managers (other than any executive sessions thereof)
3. The Program Manager will be the primary point of contact with the DOE RD&D Program manager
4. The Program Manager shall be responsible for the day-to-day implementation of the RD&D Program
5. The Program Manager shall be responsible for administering the Cooperative Agreement, including the monthly reporting obligations to DOE thereunder
6. The Program Manager shall prepare, and submit to the Board of Managers for approval, a staffing plan for employees from Other Participants consistent with this Exhibit
7. Subject to the provisions of this Exhibit, the Program Manager will have primary responsibility to manage personnel and contractors to ensure successful performance of the RD&D Program

B. Deputy Program Manager

1. The Deputy Program Manager shall be approved by the Board of Managers and shall not be an employee of the company which employs the Program Manager
2. The Deputy Program Manager shall have or be able to obtain such security clearances as are required for the Deputy Program Manager to perform the functions described here
3. The Deputy Program Manager shall advise and consult with the Program Manager on all aspects of the RD&D Program including cost, schedule and performance
4. The Deputy Program Manager shall report to the Program Manager
5. In the Program Manager's absence, the Deputy Program Manager shall perform the functions of the Program Manager
6. The Deputy Program Manager shall chair the IPT (described below)
7. The Deputy Program Manager shall attend the quarterly meetings of the Board of Managers (other than any executive sessions thereof) for the purpose of providing the status of the IPT review or any other purpose as deemed necessary by the Board

IV. Integrated Product Team (IPT)

A. Purpose and Scope

The IPT shall serve two functions: (i) it will serve as a platform to address issues and potential issues on a program-wide, interdisciplinary basis; and (ii) it will provide an opportunity for direct, more detailed and more frequent DOE observation of the implementation of the RD&D Program

Specifically, the IPT shall:

1. Identify the need for and recommend to the Program Manager changes or corrective actions, and monitor the program team's execution of those changes and corrective actions
2. Conduct quarterly RD&D Program reviews with the program team
3. Receive and review monthly progress reports
4. Receive, and review, prior to submittal to the DOE Contracts Officer the Final Program Report
5. Monitor Earned Value Management of the program team
6. Monitor technical progress and resolution of technical issues by the program team
7. Monitor production processes, problems, and yield rates for centrifuge machine production
8. Monitor and certify achievement of the Technical Milestones in the Test Program

B. Composition

1. The IPT shall be chaired by the Deputy Program Manager
2. The IPT shall include the technical director and the management leads of each of technical support, operations, manufacturing and construction
3. Each of the Other Participants and USEC may appoint a representative to the IPT to the extent it does not otherwise have a participant on the IPT
4. The DOE shall appoint up to two individuals to participate at meetings of the IPT
5. A member of the project controls team shall also attend all IPT meetings

C. Meetings; Reporting

1. The IPT shall meet as frequently as necessary, as determined by the Deputy Program Manager
2. The IPT shall meet at least monthly with the Program Manager
3. Prior to such monthly meeting, the IPT shall provide a written report to the Program Manager covering cost, schedule and performance, including Earned Value Management, Key Performance Parameters and change control
4. The IPT shall report quarterly to the Board of Managers
5. Prior to such quarterly Board meeting, the IPT shall provide a written report to the Board covering cost, schedule and performance, including Earned Value Management, Key Performance Parameters and change control

V. Plant Performance Review Committee (PPRC)

A. Purpose and Scope

The PPRC shall serve as a standing independent review committee and shall examine such RD&D Program functions as may be requested by the Program Manager or the Board.

B. Composition

The PPRC's current members are:

1. Thomas Murley, an independent consultant and former Director of Nuclear Reactor Regulation at the NRC
2. Dennis Galle, an independent consultant and former Vice President of Boiling Water Reactor Operations at Commonwealth Edison
3. Bill Subalusky, an independent consultant and former Vice President of Institute of Nuclear Power Operations (INPO) and Executive Director of the National Academy for Nuclear Training, and
4. Jay Henson, an independent consultant and former Chief of the NRC's Fuel Facility Inspection Branch

C. Meetings; Reporting

1. The PPRC shall meet as frequently as necessary to perform the reviews requested, as determined by its members
2. The PPRC shall report to the Program Manager with respect to any review requested by the Program Manager
3. The PPRC shall report to the Board of Managers at the Board's quarterly meetings with respect to any review requested by the Board.
4. The PPRC shall also periodically report to the Board as scheduled by the Board.

VI. Project Controls

A. Purpose

The Project Controls group shall be responsible for:

1. Administering the Earned Value Management system
 2. Managing the change control process
 3. Maintaining the program cost and schedule baseline
 4. Ensuring accuracy of financial reporting
 5. Maintaining compliance with Sarbanes-Oxley requirements
-

B. Composition	Project Controls shall be provided through a service contract with USEC Inc. and supplemented with non-USEC personnel from one or more of the Other Participants that have resources with project controls expertise and experience consistent with the attached chart.
C. Reporting	The Project Controls group shall report directly to the Program Manager. The Project Controls group will provide written reports covering cost, schedule and performance to the Program Manager at least monthly. The Project Controls group will also provide data and information to the IPT.
VII. Technical Support	
A. Purpose	The Technical Support group shall be responsible for: <ol style="list-style-type: none"> 1. Obtaining technical support from ORNL under the CRADA 2. Managing integrated product teams 3. Administering the CRADA with ORNL 4. Providing technical support for lead cascade operations, design agent functions, trouble-shooting, testing and demonstration activities, manufacturing, laboratory analyses and value engineering
B. Composition	Technical Support shall be provided through a service contract with USEC Inc. and supplemented with non-USEC personnel with appropriate clearances from one or more of the Other Participants that have resources with technological expertise and experience consistent with the attached chart. Technical Support will have a USEC lead manager.
C. Reporting	The Technical Support group shall report directly to the Program Manager. The Technical Support Group will provide written reports to the Program Manager at least monthly.
VIII. Operations	
A. Purpose	The Operations group shall be responsible for: <ol style="list-style-type: none"> 1. Maintaining compliance with all applicable laws, rules and regulations including NRC license requirements 2. Ensuring that the RD&D Program is implemented safely and in compliance with all safety requirements 3. Maintaining operational security and compliance with all security plans 4. Testing and start-up of equipment 5. Training operations personnel 6. Installing, testing and conditioning centrifuge machines 7. Conducting an operational readiness review with the NRC for operation of the 120 machine cascade leading to NRC acceptance/approval of operations of that cascade 8. Operating centrifuge machines on an individual basis with a transition to full RD&D cascade operations of 120 machines
B. Composition	Operations will be provided through an Operation and Maintenance Agreement with the holder of the NRC license (currently USEC Inc.) and will be supplemented with non-USEC personnel with appropriate clearances from one or more of the Other Participants that have resources with operations expertise and experience consistent with the attached chart. Supplemental staff will cover some or all of the following areas: Deputy Manager, Operations, Regulatory, Training, QA/QC and Safety.
C. Reporting	The Operations group shall report directly to the Program Manager.
IX. Manufacturing	
A. Purpose	The Manufacturing group shall be responsible for: <ol style="list-style-type: none"> 1. The manufacture and delivery of fully-assembled AC100 centrifuge machines for the RD&D Program 2. Managing the supply chain for the manufacture and assembly of AC100 centrifuge machines 3. The refurbishment of the existing 42 machines to include a safety feature 4. The introduction of improved manufacturing processes and value engineering to reduce costs 5. Enhancement of the supplier base to support high volume manufacturing 6. Maintenance of the supplier base and execution of the necessary preparatory steps needed for commercialization following RD&D program completion

B. Composition

Manufacturing will be provided through an Equipment Supply Agreement with American Centrifuge Manufacturing, LLC,(ACM) a joint company between Babcock & Wilcox and USEC. The President and General Manager of ACM is an employee of Babcock & Wilcox and 126 of the 145 current ACM employees are Babcock & Wilcox employees.

C. Reporting

The Manufacturing group shall report directly to the Program Manager, as set forth in the Equipment Supply Agreement

X. Construction

A. Purpose

The Construction group shall be responsible for:

1. Maintaining compliance with all applicable laws, rules and regulations including NRC license requirements
2. Ensuring that the RD&D Program is implemented safely and in compliance with all safety requirements
3. Maintaining security and compliance with all security plans
4. Design of balance-of-plant (BOP) infrastructure and equipment necessary to install and operate the full 120 machine RD&D cascade
5. Managing supply chain for BOP systems and equipment
6. Receiving and installing BOP systems and equipment
7. Ensuring quality level 1 (QL-1) construction certifications are obtained and in place
8. Implementing quality assurance/quality control plans to ensure compliance with NRC regulations and acceptance for commercial plant
9. Maintenance of the supplier base and execution of the necessary preparatory steps needed for commercialization following RD&D program completion

B. Composition

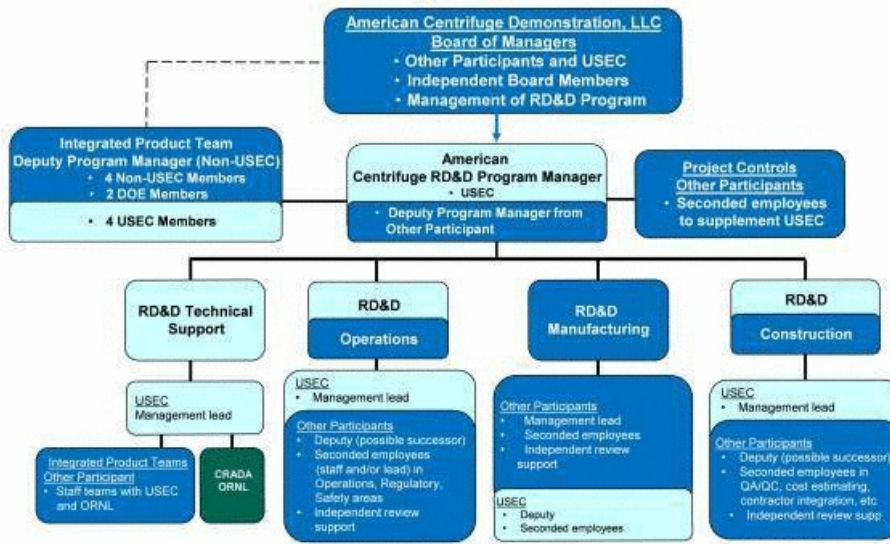
Construction shall be provided through a service contract with the holder of the NRC license and supplemented with non-USEC personnel with appropriate clearances from one or more of the Other Participants that have resources with construction expertise and experience consistent with the attached chart. Supplemental staff will cover some or all of the following areas: Deputy Manager, QA/QC, cost estimating and contractor integration.

C. Reporting

The Construction group shall report directly to the Program Manager.



American Centrifuge RD&D Program Execution Enhancement



The dark blue represents enhanced project execution roles for Other Participants



ATTACHMENT G

KEY PERSONNEL

Project Manager – Paul Sullivan
Deputy Project Manager - TBD
Director, RD&D Technical Support - Bob Eby
Director, RD&D Manufacturing – Carl Durham (B&W)
Deputy Director, RD&D Manufacturing – Larry Cutlip
Director, RD&D Construction – Glenn Strausser
Deputy Director, RD&D Construction – TBD
Director, RD&D Operations – Dan Rogers
Deputy Director, RD&D Operations – TBD

CONTRACTORS

American Centrifuge Manufacturing, LLC
Fluor Enterprises
Toshiba (to the extent it becomes a contractor)
Babcock & Wilcox (to the extent it becomes a contractor)

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, John K. Welch, certify that:

1. I have reviewed this Amendment No. 1 to the quarterly report on Form 10-Q of USEC Inc.; and
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

December 11, 2012

/s/ John K. Welch
John K. Welch
President and Chief Executive Officer

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, John C. Barpoulis, certify that:

1. I have reviewed this Amendment No. 1 to the quarterly report on Form 10-Q of USEC Inc.; and
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

December 11, 2012

/s/ John C. Barpoulis
John C. Barpoulis
Senior Vice President and Chief Financial Officer