

## Amendment 1 to Sales Agreement

This Amendment 1 to Sales Agreement ("Amendment") is entered into by and between B&W Conversion Services, LLC (BWCS), successor in interest to Uranium Disposition Services, LLC, and Solvay Fluorides, LLC (Solvay), effective this 8<sup>th</sup> day of July, 2011, as an amendment to that certain Sales Agreement No. UDS-SA-06-001 entered into by and between Uranium Disposition Services, LLC and Solvay Fluorides, LLC (Solvay) as of May 24, 2006 (the "Sales Agreement") and as assigned to Babcock & Wilcox Conversion Services, LLC (BWCS) on April 4, 2011, as set forth herein.

The parties hereby agree to delete Exhibit A of the Sales Agreement in its entirety and replace it with the attached Exhibit A entitled "DUF6 Conversion Project – HF Specifications (July 8, 2011)", such specifications referred to herein as "Revised Specifications".

The parties agree that BWCS's two conversion plants located in Paducah, Kentucky and Portsmouth, OH have begun initial production and may be producing product, which at least in the initial stages of operation, will be not be in conformance with the Revised Specifications because such product shall be a % concentration of HF outside of the tolerance ("Nonconforming Product"). The parties agree that such initial production does not constitute commencement of commercial production as set forth in Section 6(a) of the Sales Agreement, and commercial production shall not commence until such plants are consistently producing product within the Revised Specifications as confirmed by mutual written agreement of both parties. Notwithstanding the foregoing, all conforming product and Nonconforming Product accepted by Solvay prior to commencement of commercial production shall be subject to the terms of the Sales Agreement as amended hereby.

The parties agree that Solvay may, at its sole discretion, elect to purchase Nonconforming Product at a price mutually agreed by the parties with respect to each such shipment in accordance with the following protocol:

1. BWCS provides written notice to Solvay as soon as reasonably practicable (but in no event later than 30 days from date BWCS determines the product is nonconforming) regarding the proposed delivery of any Nonconforming Product.
2. Solvay agrees to review the BWCS notice of Nonconforming Product and respond in writing as soon as reasonably practicable (but in no event later than 30 days from receipt of such notice) as to whether Solvay will accept or reject the Nonconforming Product.
3. In the event Solvay agrees to accept the Nonconforming Product, Solvay will provide BWCS a timely written notice of acceptance thereof. Such notice of acceptance shall be a waiver of any objection with respect to such shipment of Nonconforming Product arising from the % of concentration of HF outside of the tolerance.
4. Risk of loss and liability with respect to such Nonconforming Product shall be as provided in the Sales Agreement (Exhibit B, Terms and Conditions, Section 3), in the same manner as such provision applies to conforming product.

Except as expressly provided in this Amendment, the terms of the Sales Agreement shall remain in full force and effect.

July 8, 2011

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereby execute this Amendment.

*ME*  
SOLVAY FLUORIDES, LLC

By: 

Printed Name: Mark E. Looney

Title: Vice President Sales and Marketing

BW CONVERSION SERVICES, LLC

By: 

Printed Name: Kathleen K. Vaselopulos

Title: Contracts Manager

July 8, 2011

EXHIBIT A

**DUF6 Conversion Project- HF Specifications (July 8, 2011)**

<b><u>Parameter</u></b>	<b><u>Matrix</u></b>	<b><u>Method</u></b>	<b><u>Reporting Limit</u></b>
HF wt%	Liquid	ASTM E271	55% +/- 1%**
NVA	Liquid	ASTM E271	<50 ppm
As	Liquid	ICP	< 10 ppm
Fe	Liquid	ICP	< 10 ppm
S	Liquid	ICP	< 16 ppm *
Si	Liquid	ICP	< 13 ppm
U	Liquid	ICP/Apha Spec	< 4 ppm < 3 pCi/ml
Cl	Liquid	Turbidimetric	< 20 ppm
Color	Liquid	Visual Inspection	Clear/water

**\* If a high Sulfur value is obtained, then the NVA would be run to determine H2SO4 concentration.**

**\*\* Any % concentration HF outside of tolerance will require acceptance by Buyer.**

**The parties may agree to change the assay specification by mutual agreement if confirmed in writing.**

July 8, 2011