

APPENDIX D

TRUST AGREEMENT
NUCLEAR METALS GROUNDWATER NTCRA TRUST FUND

This Trust Agreement is made this ____ day of _____, 2016, between _____, a national association (the “Trustee”) and Respondents (as listed on Appendix A, attached hereto) (jointly, the “Parties”), and shall establish the “Nuclear Metals Groundwater NTCRA Trust Fund” (the “Trust”).

WHEREAS the Nuclear Metals, Inc. Superfund Site is a former specialized research and metal manufacturing facility in Concord, Massachusetts (the “Site”);

WHEREAS there have been releases and threats of releases of hazardous substances at the Site and, as a result, the U.S. Environmental Protection Agency (“EPA”) designated the Site as a Superfund site by placing it, pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, on the National Priorities List;

WHEREAS EPA has proposed an Administrative Settlement Agreement and Order on Consent for Non-Time Critical Removal Action for Groundwater *In the Matter of: Nuclear Metals, Inc. Superfund Site* (U.S. EPA Docket No. CERCLA-01-2015-0008), pursuant to 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622 (the “Settlement Agreement”) which concerns the preparation of, performance of, and reimbursement of costs for certain Work, including a Non-Time Critical Removal Action (“NTCRA”);

WHEREAS the United States Army and the United States Department of Energy are named in the Settlement Agreement as Settling Federal Agencies;

WHEREAS Whittaker Corporation and Textron Inc. are named in the Settlement Agreement as Respondents;

WHEREAS the Settlement Agreement requires the establishment of the Nuclear Metals Groundwater NTCRA Trust Fund;

WHEREAS, the Settlement Agreement requires Settling Federal Agencies and Respondents to pay into the Trust money sufficient to pay for the estimated costs to perform the Work under the Settlement Agreement and to reimburse EPA for certain Future Response Costs; and

WHEREAS, the Settlement Agreement requires that Respondents provide financial assurance for the estimated cost of performing the Work;

NOW, THEREFORE, the Parties agree as follows:

1. Purpose of the Trust. This Trust is established for the purpose of holding, managing, investing, reinvesting and disbursing the monies contributed to the Trust for the exclusive purpose of financing the obligations of Respondents under the Settlement Agreement, including the costs of administering the Trust hereunder, until Respondents receive a notice of completion of the work from EPA as more fully stated in Paragraph 4 of this Trust Agreement; provided, however, that in no event shall the trust property be used to pay (a) stipulated penalties that may be required to be paid pursuant to Section XVIII of the Settlement Agreement, or (b) attorneys' fees or other litigation costs of Respondents, except to the extent such fees and costs are authorized by Paragraph 65 of the Settlement Agreement.

2. Contributions to the Trust.

a. Acceptance of Payments. The Trustee shall accept all payments tendered to it by or on behalf of any party to the Settlement Agreement, identified on Appendix A attached hereto, so long as the payment is accompanied by a reference specifying this Trust, the identity of the person on whose behalf payment is made (the "contributor"), and the amount paid by such contributor. Payments received by wire transfer from the Department of the Treasury (or other federal agency) and specifying this Trust shall be deemed to be made on behalf of Settling Federal Agencies, jointly, and need not specify each such agency individually nor the particular amount attributable to each agency.

b. Notice. Within five (5) business days after receipt of a payment to the Trust, the Trustee shall provide to Respondents, Settling Federal Agencies and EPA written notice of the payment stating the identity of the contributor(s) and the amount so paid by such contributor. This notice requirement applies also to any contribution the Trustee was unable to accept because of a deficiency in the required information; in such case the Trustee will note the deficiency(ies). For purposes of this Trust Agreement, the term "business day" shall mean any day on which the Trustee is open for business at its offices in _____.

3. Payments from the Trust.

a. Payments. The Trustee shall make only those payments from the Trust it is instructed in writing to make by Respondents or their designee, except as otherwise specifically authorized herein. Subject to the limitation referenced in Paragraph 1, above, such payments shall be made to finance the obligations of Respondents under the Settlement Agreement and all documents appended thereto or referenced therein and the expenses of Trust

administration, including, without limitation, the initial acceptance fee, administration fees, transaction fees, taxes incurred, tax return preparation expenses, tax filing fees, and other miscellaneous expenses (including the reasonable fees and expenses of its counsel and other professional advisors) incurred by the Trustee in carrying out its responsibilities under this Trust Agreement, except that this Trust Agreement does not authorize the use of monies from the Trust to pay for fees incurred by the Trustee's counsel or advisors in connection with any dispute proceeding under Paragraph 19 of this Trust Agreement, unless such payment is agreed to or ordered as part of the resolution of that dispute proceeding. The obligation and liability of the Trustee to make such payments required by this Trust Agreement shall be limited to monies in the Trust.

b. Instructions. The Trustee is hereby authorized and directed to issue its checks or make wire transfers for each payment from the Trust within five (5) business days upon being furnished with a written requisition therefore substantially in the form of Appendix B attached hereto, certified to by Respondents or their designee (pursuant to Paragraph 6 hereof) and stating: (A) the name of the person to whom payment is to be made; (B) the address or wire instructions, as the case may be, of the person to whom payment is to be made; (C) the amount of the payment; and (D) that the payment complies with the Settlement Agreement, including Paragraph 65 thereof. The Trustee shall have no duty or responsibility to confirm that any of the information set forth in the requisition is correct or that any of the payments set forth therein comply with the terms or limitations set forth herein (including without limitation any of the requirements or limitations set forth or described in Paragraphs 1 and 3 hereof); provided, however, that the Trustee shall examine the requisition on its face for compliance with the following:

(i) Payments to *de maximis, inc.* Instructions to the Trustee with respect to payments to *de maximis, inc.* may be made by Respondents only.

(ii) Payments to Parties Other than *de maximis, inc.* Instructions to the Trustee with respect to payments to any party other than *de maximis, inc.* may be made by Respondents or their designee.

c. Allocation Percentages. The amount of each payment to be charged against each Respondent's and Settling Federal Agencies' interest in the Trust shall be equal to the allocation percentages shown on Appendix A attached hereto.

d. Notice. Within five (5) business days after making a payment from the Trust, the Trustee shall provide to Respondents written notice of the payment stating the identity of the payee(s) and the amounts paid to each payee. The Trustee shall provide oral confirmation of any payment promptly upon request.

4. Payments Upon Termination.

a. Refund to Respondents. In the event that there are any funds remaining in the Trust upon EPA's issuance of a notice of completion of work pursuant to Paragraph 124 of the Settlement Agreement (the "Certification"), the Trustee, upon receipt of a copy of the Certification and written disbursement instructions, shall disburse to Respondents or to their designee, as so instructed, that portion of the money remaining in the Trust representing the interests of Respondents.

b. Remaining Funds. Monies that remain in the Trust after disbursements to Respondents pursuant to Paragraph 4.a. shall remain in the Trust to be used to fund expenses of Trust administration, and future response actions selected by EPA, or to reimburse EPA for its past or future response costs, in connection with the Site, pursuant to written instructions to be provided to the Trustee by EPA, and shall represent a credit to Settling Federal Agencies against any alleged future response costs when used in such a manner.

c. Notice. Within five (5) business days after making a payments from the Trust pursuant to Paragraph 4, the Trustee shall provide to Respondents, Settling Federal Agencies and EPA written notice of the payment stating the identity of the payee(s) and the amounts paid to each payee. The Trustee shall provide oral confirmation of any payment promptly upon request.

5. Management of the Trust.

a. The Trustee shall invest and reinvest the principal and income of the Trust, at the written direction of Respondents or their designee, only in Permitted Investments. For purposes hereof, Permitted Investments shall mean:

(i) any obligation issued or guaranteed by the United States of America or any State or territory thereof, or any agency or instrumentality of the foregoing, or any money fund which invests solely in the foregoing obligations;

(ii) any obligation issued or guaranteed by any municipality in the United States, or any agency or instrumentality thereof, which is rated A (or better) by Standard & Poor's corporation or Moody's Investor's Service, Inc. at the time of investment;

(iii) certificates of deposit of, accounts with, repurchase obligations of, or money funds or other obligation of banks or of corporations endowed with trust powers having capital and surplus in excess of \$100,000,000;

(iv) certificates of deposit of, accounts with, or other obligations of any bank or corporation endowed with trust powers, provided that the full amount of any such certificate of deposit, account, or other obligation is insured by FDIC or FSLIC; and

(v) [default money market or equivalent fund].

b. In the event the Trustee does not receive specific written investment instruction from Respondents or their designee, the Trustee shall invest the funds in the Trust in [default money market or equivalent fund].

c. All earnings received from the investment of the funds in the Trust shall be credited to, and shall become a part of, the Trust, and any losses on such investments shall be debited to the Trust. The Trustee shall have no liability for any investment losses, including without limitation any market loss on any investment liquidated prior to maturity in order to make a payment required hereunder.

d. If any investment is required to be liquidated to provide cash for any required payment hereunder, the Trustee shall notify Respondents or their designee of such requirement. Upon the written direction of Respondents or their designee hereunder the Trustee shall liquidate the specified investment(s).

6. Respondents' Instructions.

a. Designee. At this time, Respondents select Bruce R. Thompson of *de maximis, inc.* as their designee hereunder.

b. Change in Designee. Respondents shall provide to the Trustee, Settling Federal Agencies and EPA, notice of a change in their designee no later than ten (10) days prior to such change, such notice to be from the individual representatives of no fewer than two of the two Respondents identified on Appendix A attached hereto.

c. Documents. Respondents or their designee shall provide to the Trustee a copy of the Settlement Agreement and copies of any modifications thereto. Respondents' obligation under this paragraph to provide to the Trustee copies of any modifications to the Settlement Agreement shall include the documentation reflecting any modifications to the estimated costs to complete the Work under the Settlement Agreement, the amount for which is stated in Paragraph 64 of the Settlement Agreement.

d. Cash Flow Projections and Revised Cost Estimates. Respondents or their designee shall, within 30 days of the date of this Trust Agreement, and every 90 days thereafter, submit to the Trustee, Settling Federal Agencies and EPA a report (the "Respondents' Report")

that provides the (1) cash flow projections, and (2) Revised Cost Estimate, if any, that the Trustee will need in order to prepare and distribute the Trustee's Report required by Paragraph 11.b. of this Trust Agreement.

e. Additional Funding Requests. Respondents or their designee shall submit to the Trustee with each quarterly Respondents' Report the information, if any, that the Trustee will need in order to prepare and distribute the Additional Funding Request required by Paragraph 11.c. of this Trust Agreement.

7. Payment Instructions In the Event of Work Takeover By EPA. In the event that EPA decides to perform all or any portion of the Work in accordance with Paragraph 101 of the Settlement Agreement, and upon receipt by the Trustee, Respondents and Settling Federal Agencies of a written acknowledgment by EPA certifying that the payments from the Trust for which it provides directions to the Trustee are made in accordance with Paragraph 101 of the Settlement Agreement and are not subject to any pending dispute resolution process under Section XVII of the Settlement Agreement, the Trustee shall make payments from the Trust in accordance with the aforementioned written acknowledgment and certification by EPA, as the EPA Director of the Office of Site Remediation and Restoration shall direct, in writing, to provide for the payment of the costs for performing such Work.

8. Notices. All notices, demands, and requests given or required to be given hereunder shall be deemed given if delivered by hand pursuant to signed receipt or mailed by registered or certified United States mail, postage prepaid, return receipt requested, and shall be addressed as follows:

As to the Trustee:

If by first class mail or facsimile:

Attn: Nuclear Metals Groundwater NTCRA Trust Agreement

Tel. #: _____

Fax #: _____

If by hand, certified or registered mail or overnight courier:

Attn: Nuclear Metals Groundwater NTCRA Trust
Agreement

If providing wire transfer instructions:

Bank: _____
ABA #: _____
A/C #: _____
BNF: _____
OBI: _____
Ref: _____

As to EPA:

Melissa Taylor
RPM for Nuclear Metals, Inc. Superfund Site
U.S. EPA, Region 1
5 Post Office Square, Suite 100
Mail Code OSRR 07-4
Boston, MA 02109-3912

As to Settling Federal Agencies:

MAJ Brandon McDonald
U.S. Army Legal Services Agency
Environmental Law Division
9275 Gunston Road, Suite 4305
Fort Belvoir, VA 22060-5546

Steven R. Miller, Esq.
U.S. Department of Energy
Office of Counsel
Room 6A113, GC-51
1000 Independence Ave., S.W.
Washington, DC 20585

Peter Flynn
U.S. Department of Justice – ENRD
Environmental Enforcement Section
Ben Franklin Station
P.O. Box 7611
Washington, DC 20044-7611

with a copy to each Respondent at the addresses on their respective signature pages, and with a copy to their designee at the following address:

Bruce R. Thompson
de maximis, inc.
200 Day Hill Road
Suite 200
Windsor, CT 06095
Tel #: 860 298-0541
Fax #: 860 298-0561

9. Immunity and Indemnification. The acceptance by the Trustee of its duties under this Trust Agreement is subject to the following terms and conditions, which shall govern and control with respect to its rights, duties, liabilities and immunities:

a. The Trustee, whether initially named or appointed as a successor Trustee, acts as a trustee only and not personally; and in respect of any contract, obligation or liability made or incurred by the Trustee in good faith in the course of its performance of its duties hereunder, all persons shall look solely to the Trust and not to the Trustee personally.

b. The Trustee shall not be liable for any act done or steps taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except for its own gross negligence or willful misconduct in breach of the terms of this Trust Agreement, and the Trust shall indemnify and hold the Trustee harmless against any claims or liabilities arising out of the performance of this Trust Agreement to the extent of the assets in the Trust, except claims arising from the Trustee's own gross negligence or willful misconduct. The Trustee shall provide Respondents, Settling Federal Agencies, and EPA, with thirty (30) days notice prior to making any indemnification claim against the Trust pursuant to this Paragraph 9.b. Notwithstanding the foregoing or any other provision herein, Respondents and Settling Federal Agencies cannot be held individually responsible for any indemnification obligation under this Trust Agreement.

c. The foregoing indemnification and hold harmless provision shall cover all costs and expenses reasonably incurred by the Trustee in the administration of this Trust, including in defense of the aforementioned acts or conduct of the Trustee and shall survive the termination of this Trust Agreement.

d. The Trustee shall be protected in acting upon any written notice, request, waiver, consent, receipt, or other paper or document furnished to it by Respondents or their designee, or by EPA, not only as to its due execution and validity and effectiveness of its provisions, but also as to the truth and accuracy of any information therein contained which the Trustee in good faith believes to be genuine and what it purports to be.

e. The Trustee may consult with its counsel (including in-house counsel) and shall be fully protected in any action taken in good faith in accordance with such advice or opinion.

f. The Trustee shall perform such duties in the administration of this Trust Agreement, and only such duties, as are specifically set forth in this Trust Agreement, each of which is ministerial (and shall not be construed as fiduciary) in nature, and no implied duties or obligations of any kind shall be read into this Trust Agreement against or on part of the Trustee.

g. In no event shall the Trustee be liable for indirect, punitive, special or consequential damage or loss (including but not limited to lost profits) whatsoever resulting directly from the Trustee's own act or omission, so long as the alleged damage or loss was caused by actions taken by the Trustee in furtherance of its duties under this Trust Agreement.

10. Inalienability of Interests of Beneficiaries. The interest of each beneficiary in the income or principal of the Trust hereunder shall be free from the control or interference of any creditor and shall not be subject to assignment, attachment, anticipation or alienation.

11. Record Keeping, Accounting and Reporting, and Additional Funding Requests.

a. Record Keeping. The Trustee shall prepare and maintain records of all payments or contributions into and all distributions from the Trust. In addition, the Trustee shall prepare and maintain records showing the status of each Respondent's and Settling Federal Agencies' interest in the Trust. The interest of each Respondent or Settling Federal Agencies as of any given date shall be equal to the amounts paid or contributed into the Trust by or on behalf of each Respondent or Settling Federal Agencies together with all earnings, accruals, profits and losses allocable thereto less the share of all distributions made and taxes paid to that date by each Respondent or Settling Federal Agencies.

b. Accounting and Quarterly Reporting. The Trustee shall, within 60 days of the date of this Trust Agreement, and every 90 days thereafter, submit to Respondents, Settling Federal Agencies and EPA a financial report ("Trustee's Report") that includes: (1) the amount of money currently in the Trust, including the income on Permitted Investments; (2) cash flow projections furnished by Respondents or their designee showing the level of funds that will be necessary to pay for the obligations of Respondents to perform the Work under the Settlement Agreement, including reimbursement to EPA for Future Response Costs, for at least the next twelve (12) months; (3) any revisions to the estimate of the total costs for the Work furnished by Respondents or their designee accompanied by an explanation from Respondents or their designee of any cost increases from the original \$5,700,000 estimate referenced in Paragraph 64 of the Settlement Agreement (the "Revised Cost Estimate"); and (4) if there is a Revised Cost Estimate, the estimated amount of money needed for Respondents to complete the Work under

the Settlement Agreement, including reimbursement to EPA of Future Response Costs. Notwithstanding the foregoing, the Trustee shall have no responsibility with respect to items (2)-(4) of the Trustee's Report except to include, without review or investigation, the information (if any) received by the Trustee from Respondents or their designee in Respondents' Report, or from the EPA, as the case may be.

c. Additional Funding Requests. Subject to the last two sentences of this Paragraph 11.c., when the amount of money in the Trust, including all income earned on Permitted Investments, is less than the sum of the amount projected in any Trustee's Report to be needed to perform the Work, including reimbursement to EPA of Future Responses Costs, for the next twelve (12) months, the Trustee shall prepare at the written direction of Respondents a proposed request for additional contributions to the Trust (the "Additional Funding Request"). The Trustee shall submit the proposed Additional Funding Request to Respondents, Settling Federal Agencies, and EPA for review. The proposed Additional Funding Request shall indicate the specific amounts to be requested from Settling Federal Agencies and Respondents, and shall include: (1) a summary of expenditures made from the Trust to date that is sufficiently detailed to demonstrate whether or not the expenditures have been made in accordance with the requirements of Paragraph 65 of the Settlement Agreement; (2) a summary of the contributions made by Respondents and Settling Federal Agencies and the income earned on Permitted Investments; (3) the Revised Cost Estimate; and (4) based on the Revised Cost Estimate, the estimated amount of money needed for Respondents to complete the Work under the Settlement Agreement, including reimbursement to EPA of Future Response Costs. The proposed Additional Funding Request presented to Settling Federal Agencies shall be in the amount of 98% of the difference between the amount of money then present in the Trust and the amount of money needed for Respondents to complete the Work. The proposed Additional Funding Request presented to Respondents shall be in the amount of 2% of the difference between the amount of money then present in the Trust and the amount of money needed for Respondents to complete the Work. Notwithstanding the foregoing, the Trustee shall have no responsibility with respect to items (1)-(4) of the Additional Funding Request except to include, without review or investigation, the information received by the Trustee from Respondents or their designee pursuant to Paragraph 6.e. hereof. The amount of the Revised Cost Estimate provided by the Trustee in any proposed Additional Funding Request shall be subject to EPA approval. Within three days of the Trustee's receipt of EPA's written approval of such Revised Cost Estimate, the Trustee shall present the Additional Funding Request to Respondents and Settling Federal Agencies for payment, with a copy to EPA. In no event shall any Additional Funding Requests to Respondents exceed in the aggregate the sum of \$57,000. In no event shall any Additional Funding Requests to Settling Federal Agencies exceed in the aggregate the sum of \$2,793,000.

12. Tax Treatment. It is intended that this Trust be a Qualified Settlement Fund under section 468B of the Internal Revenue Code of 1986, as amended, and Treasury Regulation section 1.468B, and be taxable as such. The Trustee shall file or shall cause a third party to file

tax returns for the Trust (and at the expense of the Trust) on the assumption that it is a Qualified Settlement Fund, unless and until it is determined or the Trustee otherwise has reason to believe based upon a notification from the IRS or an opinion of counsel that the Trust is other than a Qualified Settlement Fund. In the event this Trust is determined, or is in the sole judgment of the Trustee at risk of being determined, to be other than a trust which is taxable as a Qualified Settlement Fund, then the Trustee is authorized to execute such amendment to this Trust Agreement, restatements of this Trust Agreement, new trust agreement, instruments of assignment, plans of reorganization and other documents as are appropriate based upon a written opinion of counsel to enable the Trust or a successor to the assets of the Trust to be a trust which is taxable as such a Qualified Settlement Fund provided always, in no event shall the effect of any such reorganization be to change the purposes hereof, divert the assets of this Trust otherwise than for its original purpose set forth herein or enlarge the powers or responsibilities of the Trustee.

13. Trustee Compensation and Reimbursement. The Trustee shall receive compensation for its services as a Trustee under this Trust Agreement in accordance with the fee schedule attached hereto as Appendix C. The fee schedule shall be binding upon the Trustee, and any change to the fee schedule shall become effective only upon the written approval of Respondents. The Trustee shall submit to Respondents a periodic invoice for its fees and expenses hereunder. Any fees and expenses owing to the Trustee from time to time hereunder (including without limitation any fees from the filing of any tax returns for the Trust and any taxes payable in respect thereof, and any amounts owing pursuant to its indemnity set forth in Paragraph 9.b. may be deducted by the Trustee from the assets of the Trust at any time or times; provided, however, that (i) not later than fifteen (15) business days (OR 30 DAYS IN THE CASE OF AN INDEMNIFICATION CLAIM PURSUANT TO PARAGRAPH 9.b.) prior to making such a deduction the Trustee shall first provide to Respondents or their designee a written invoice notifying them of its intent to make a deduction and listing the fees, expenses or other amounts to be deducted, and (ii) if the Trustee does not receive written notice of objection to such deduction (or portion thereof specified thereunder) in accordance with this paragraph from Respondents or their designee, the Trustee shall be authorized to make such deduction (or the portion or portions not disputed) from the assets of the Trust at any time or times after the fifteenth business day (OR THE THIRTIETH DAY IN THE CASE OF AN INDEMNIFICATION CLAIM PURSUANT TO PARAGRAPH 9.b.) after giving such notice. For purposes hereof, Respondents or their designee shall be entitled to object to any such deduction only if Respondents determine in good faith and on a reasonable basis that the fees, expenses or other amounts listed thereon are not of the nature or type described in this Trust Agreement (as amounts payable by the Trust or to which the Trustee is entitled to payment or reimbursement, or for which it is indemnified). In the event of such objection by Respondents, Respondents and the Trustee shall cooperate reasonably and diligently to resolve the matter, and the Trustee shall be entitled to reserve Trust assets (notwithstanding any instructions to disburse which it may receive from Respondents or their designee hereunder) sufficient to pay such

disputed amounts until the dispute is resolved in accordance with Paragraph 19 of this Trust Agreement.

14. Appointment of Successor Trustee.

a. The Trustee may resign at any time by instrument in writing delivered to Respondents, such resignation to take effect upon the appointment of a successor Trustee. If no successor is appointed within thirty (30) days following the date designated in the notice for the Trustee's resignation to take effect, the resigning Trustee may petition a court of competent jurisdiction for the appointment of a successor.

b. Respondents may remove the Trustee at any time, by delivering notice of such removal in writing signed by all of Respondents or their designee to the Trustee, such removal to take effect ten days thereafter, or on such later date that may be specified in the notice.

c. Any vacancy in the office of the Trustee created by bankruptcy, insolvency, death, disability, resignation, removal or succession, as provided herein, shall be filled by an appointment in writing of a successor Trustee.

d. Any successor Trustee shall be appointed by Respondents.

e. If the Trustee consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another corporation, the successor corporation without any further act shall be the successor Trustee.

f. A successor trustee shall have all of the rights, powers, duties, authority and privileges as is initially named as a Trustee hereunder.

g. A copy of each instrument of resignation, removal, appointment and acceptance of appointment shall be attached to an executed counterpart of this Trust Agreement in the custody of the Trustee and a copy shall be furnished to the EPA.

15. Modifications. This Trust Agreement may be altered, amended, or revoked from time to time by an instrument in writing executed by Trustee and by Respondents; provided, however, that no such alteration, amendment, or revocation may conflict with or modify in any respect Respondents' obligations under the Settlement Agreement.

16. Choice of Law. This Trust Agreement shall be administered, construed, and enforced according to the laws of the Commonwealth of Massachusetts, except that in all

situations, federal law shall preempt state law in addressing questions arising under CERCLA or the National Contingency Plan, including any amendment thereto.

17. Consent to Jurisdiction and Services. The Trustee absolutely and irrevocably consents and submits to the jurisdiction of the courts of the Commonwealth of Massachusetts and of any Federal court located in said Commonwealth in connection with any actions, proceedings or disputes arising out of or relating to this Trust Agreement. In any such action, proceeding or dispute, the Trustee hereby absolutely and irrevocably waives personal service of any summons, complaint, declaration or other process provided that the service thereof is made by certified or registered mail directed to the Trustee at his/her address in accordance with Paragraph 8 of this Trust Agreement.

18. Termination. This Trust Agreement shall terminate upon the distribution of all amounts held in the Trust pursuant to the terms hereof, except in the case of any distribution to a successor Trustee, in which case the Trust Agreement shall remain in full force and effect with the successor substituted for the original Trustee.

19. Disputes. In the event a dispute of any kind arises in connection with this Trust Agreement (including any dispute concerning indemnification of the Trustee), the Trustee may, in his/her sole discretion, elect to commence an interpleader action and pay all or any portion of the Trust to the United States District Court for the District of Massachusetts and to provide a complete accounting of all monies paid into the Trust or paid out of the Trust by the Trustee. In the event of such payment, it is understood that Trustee will have no further obligation to Respondents, and/or the EPA with respect to the amount so paid.

20. Reproduction of Documents. This Trust Agreement and all documents relating hereto, including, without limitation, (a) consents, waivers and modifications which may hereafter be executed, and (b) certificates and other information previously or hereafter furnished, may be reproduced by any means. Any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding, whether or not the original is in existence and whether or not such reproduction was made by the Trustee in the regular course of business, and any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

21. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the meanings attributed to them in the Settlement Agreement. Notwithstanding the foregoing, the use of such defined terms incorporated by reference to the Settlement Agreement is solely for the convenience of Respondents and the other parties thereto; the Trustee shall be entitled to rely on the use of such terms in any communication received by it.

22. Counterparts. This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. Force Majeure. The Trustee shall not be responsible for delays or failures in performance resulting from acts beyond its control. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Trustee hereunder has caused this Trust Agreement to be executed under seal as of the day and year first written above.

TRUSTEE: _____

By: _____,
its duly authorized officer.

STATE OF _____
COUNTY OF _____

On this ____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was a state-issued driver's license or personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as _____ for _____.

Notary Public
My Commission Expires:

WITNESS the execution hereof by the undersigned party by it or its authorized representative as of the date of this Trust Agreement:

Name of Party: **TEXTRON INC.**

Signature: _____

Name of Signer: _____

Title of Signer: _____

Designated Representative for Receipt of Notice and Invoices:

Name: _____

Address: _____

Telephone Number: (_____) _____

Facsimile Number: (_____) _____

WITNESS the execution hereof by the undersigned party by it or its authorized representative as of the date of this Trust Agreement:

Name of Party: WHITTAKER CORPORATION

Signature: _____

Name of Signer: _____

Title of Signer: _____

Designated Representative for Receipt of Notice and Invoices:

Name: _____

Address: _____

Telephone Number: (_____) _____

Facsimile Number: (_____) _____

**TRUST AGREEMENT
NUCLEAR METALS GROUNDWATER NTCRA TRUST FUND**

APPENDIX A

<u>Settling Federal Agencies:</u>	<u>Allocation Percentages</u>
U.S. Army & U.S. Department of Energy	98%
 <u>Respondents:</u>	
Textron Inc.	1%
Whittaker Corporation	1%

APPENDIX B

**FORM OF REQUISITION FOR PAYMENT FROM
NUCLEAR METALS GROUNDWATER NTCRA TRUST FUND**

TO: _____, National Association, Trustee under the Trust Agreement (the "Trust Agreement") between Respondents (as listed on Appendix A to the Trust Agreement) and the Trustee, dated as of _____, 2016.

Requisition No. ____

This requisition is made pursuant to Paragraph 3.b. of the Trust Agreement.

The Trustee is hereby authorized and directed to make payment(s) from the Trust as specified in Schedule A below.

The undersigned Respondents or their designee hereby certif[y][ies] to you in connection with payment to be made to the payee set forth in Schedule A below that such payment complies with the Settlement Agreement, including Paragraph 65 thereof.

Capitalized terms used herein and are not otherwise defined shall have the meanings assigned to them in the Trust Agreement.

Dated: _____

[Respondents or their designee]

Schedule A

Amount of Payment

Name and Address and/or Wire Instructions of Payee