AMENDMENT TO THE AGREEMENT SUSPENDING THE ANTIDUMPING INVESTIGATION ON URANIUM FROM THE RUSSIAN FEDERATION

The Agreement Suspending the Antidumping Investigation on Uranium from the Russian Federation is amended as set forth below.

The Preamble is amended by deleting the last two paragraphs (which were added to the Agreement in 1994) and adding the following paragraph to the end:

The Department and ROSATOM acknowledge that, for purposes of the Agreement, as amended (the “Agreement”), the successor in interest to MINATOM is the Federal Atomic Energy Agency (“ROSATOM”). All references to MINATOM in this Agreement shall be understood to indicate ROSATOM. All exports of Russian Uranium Products are executed through the Russian Government-Owned entity Techsnabexport (“TENEX”). All references to TENEX include its successors and its affiliated companies. All references to “Customs” shall be understood to indicate United States Customs and Border Protection.

Section II. - Definitions - is amended by deleting definitions (g) “U.S. producer,” (h) “for consumption,” (i) “End-user,” (j) “Spot Contract,” and (k) “Newly-produced,” and by adding the following definitions:

(i) "Russian Uranium Products" means all products described in Section III, Product Coverage, of the Agreement.

(m) "Low-Enriched Uranium" ("LEU") means uranium of which the content of the fissile isotope uranium-235 has been increased through enrichment to more than 0.7 percent, but less than 20 percent, by weight.

(n) "Initial Core" means the LEU necessary to start a U.S. nuclear reactor that is entering service for the first time.

(o) “Effective Date” means the date on which this amendment is signed by both parties.

(p) “Year” or “Relevant Period” means “Calendar Year”.

Section IV. - Export Limits - The following new paragraphs are added at the beginning of this Section. The status of the other provisions of Section IV is set forth in Appendix 1.

A. Beginning on the Effective Date, TENEX may immediately enter into contracts for the sale of Russian Uranium Products in the United States, directly to U.S. utilities or otherwise.
B. Beginning in 2011, Russian Uranium Products in any form may be exported to the United States up to the limits set forth below. These limits are expressed in KgU as LEU, at a product assay of 4.4 and a tails assay of 0.3 percent. The Department and ROSATOM will consult and agree within two months after the Effective Date on how to convert and apply against these export limits Russian Uranium Products which are other than LEU. Russian Uranium Products exported to the United States will be counted against these export limits, employing the formula in Section II(a), where necessary.

1. The annual export limits are as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Export Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011</td>
<td>16,559</td>
</tr>
<tr>
<td>2012</td>
<td>24,839</td>
</tr>
<tr>
<td>2013</td>
<td>41,398</td>
</tr>
<tr>
<td>2014</td>
<td>485,279</td>
</tr>
<tr>
<td>2015</td>
<td>455,142</td>
</tr>
<tr>
<td>2016</td>
<td>480,146</td>
</tr>
<tr>
<td>2017</td>
<td>490,710</td>
</tr>
<tr>
<td>2018</td>
<td>492,731</td>
</tr>
<tr>
<td>2019</td>
<td>509,058</td>
</tr>
<tr>
<td>2020</td>
<td>514,754</td>
</tr>
</tbody>
</table>

These limits were derived from the reference data in the World Nuclear Association's 2005 "Global Nuclear Fuel Market Supply and Demand 2005-2030." The Department shall adjust these export limits in 2016 and 2019 to match the projected reactor demand for subsequent years in that publication or its successor, and also to increase the total export limit for the remaining years by the net amount by which the export limits for previous years have fallen short of the export limits that would have been derived from the revised demand figures for those years, with any additional export allowances being divided equally between the revised export limits for the remaining years. Russian Uranium Products may be exported to the United States under a contract entered into after the Effective Date and approved by the Department under this Agreement, even if such exports exceed the export limits in effect at the time of delivery.

2. After the Effective Date, Russian Uranium Products may be sold in, and exported to, Initial Cores without being subject to the export limits in this Agreement.

3. After the Effective Date, LEU in the United States pursuant to the contracts described in Appendix C to the Agreement, and stored as of the Effective Date at the facilities of U.S. producers (i.e., the EUP stockpile), may be sold in the United States or exported from the United States without being subject to the export limits in this Agreement, provided such sales occur prior to January 1, 2014. Any amount sold after December 31, 2013, shall be charged against the export limit for the year in which it is sold or the first subsequent year in which the export limit has not been reached.
4. After the Effective Date, Russian Uranium Products may be imported for processing and certified for re-export pursuant to Sections IV. G and H, without being subject to the export limits in Section IV.B.1.

C. If, at any time, the Department determines that the available supply of Russian Uranium Products is or will be insufficient to meet U.S. demand, the Department may increase the export limits in this Agreement.

D. Except for any increase added pursuant to Section IV.C, if, in any year, the Department permits any Russian Uranium Products to enter the United States in excess of the export limit for that year, the amount of the excess shall be charged against the export limit for the first subsequent year in which the export limit has not been contractually obligated. If the amount entered in any year falls below the export limit for that year, the amount of the shortfall may be added to the export limit for the subsequent year, up to 10 percent of the export limit for the year in which the shortfall occurs.

E. In negotiating contracts involving the export of Russian Uranium Products to the United States, ROSATOM / TENEX shall charge market rates for conversion.

F. The Russian LEU in reactor fuel rods or assemblies exported to the United States shall be counted against the export limits in this Agreement. ROSATOM / TENEX shall charge market rates for fuel rods and assemblies themselves.

The following sentence is added at the end of the sixth paragraph of Section IV.H., which begins "For re-export entered under the 36 month limitation...":

The Department of Commerce shall instruct Customs to liquidate such entries as promptly as possible, and in all cases within ten (10) days of receiving confirmation of the re-export shipment out of the United States. If the Department does not issue such instruction to Customs within ten (10) days of receiving confirmation of the re-export shipment out of the United States, on the next business day, the Department shall provide ROSATOM with a written explanation of the exact and specific reason(s) for the delay and a date certain by which the Department shall issue instructions to Customs to liquidate the entries. The Department shall provide notice of re-export of any such uranium to TENEX.

N. Russian Uranium Products sold pursuant to a multi-year contract entered into after the Effective Date and approved by the Department may be delivered in accordance with the provisions of this Amendment regardless of any modification to or reduction in the quantity that may be delivered under the export limits or any modification to or any interruption in the effectiveness of, including termination of, this Agreement.
Section V. - Export License / Certificates – is amended by replacing paragraphs B and C with the paragraphs below and adding new paragraph F as follows:

B. Export licenses shall be issued, and export certificates shall be endorsed by the competent Russian Government authority, for all direct and indirect exports of Russian Uranium Products to the United States. Such export certificates shall remain valid for entry into the United States for 120 days from the Date of Export.

C. Russian Uranium Products may enter the United States if: (1) they were sold pursuant to a contract approved by the Department under this Agreement; (2) are accompanied by (a) a valid export license and certificate and (b) a valid purchase and/or delivery order issued in accordance with the contract approved by the Department under this Agreement showing the specific product and tails assays, as applicable; and (3) do not exceed the export limits in Section IV.

F. Any contract, or amendment thereto, for the sale of Russian Uranium Products for exportation to the United States shall be submitted to the Department for approval, along with the documents listed in Appendix 2 to this Amendment. If the maximum quantities to be exported under a contract, when cumulated with the maximum quantities that may be exported under all other approved contracts, are not in excess of the export limits under this Agreement, and the information listed in Appendix 2 has been submitted to the Department, the Department shall approve the contract within 15 days (or the next business day if the 15th day falls on a weekend or holiday).

Section VII. – Anticircumvention – is amended by replacing Section VII.D with new paragraph D and adding new paragraph J as follows:

D. In addition to the above requirements, the Department shall direct Customs to require all importers of uranium products into the United States, regardless of stated country of origin, to submit at the time of entry written statements certifying the following:

1. The country(ies) in which the ore was mined and, if applicable, converted, enriched, and/or fabricated, for all imports; and

2. That the uranium products being imported were not obtained under any arrangement, swap, exchange, or other transaction designed to circumvent the export limits established by the Agreement, or the limitations set forth in 43 U.S.C. § 2297h-10(b) of the USEC Privatization Act, 42 U.S.C. §§ 2297h, et seq., and the Procedures for Delivery of HEU Natural Uranium Component in the United States, as revised. Procedures for Delivery of HEU Natural Uranium Component in the United States, 64 Fed. Reg. 42930 (August 6, 1999).
J. Neither ROSATOM nor TENEX will circumvent this Agreement or frustrate the attainment of its objectives by entering into any contract involving the exportation to the United States of LEU in quantities exceeding the export limits in this Agreement.

Section VIII. - Monitoring – is amended by adding the reporting requirements listed in Appendix 3 to this Amendment.

Section XII. – Duration – is amended by replacing the first two paragraphs with the following:

As of the Effective Date of this Amendment, each of the petitioners in the suspended investigation, or their legal successors, has filed with the Department an irrevocable letters expressly withdrawing the petition in the antidumping investigation, effective December 31, 2020. These letters are attached to this Amendment as Appendix 4. The Agreement will terminate on December 31, 2020. Upon its termination on December 31, 2020, the Department shall terminate the antidumping investigation effective on that date.

The Department, before the Effective Date, acknowledges the remand of the U.S. Court of International Trade of September 26, 2007, in Techsnabexport v. United States, Ct. No. 06-00228, including the Court’s direction that “Commerce follow the precedent by which it is bound, articulated in the Eurodif cases.” As directed by the Court of International Trade, the Department will abide by the Eurodif decisions in its determination of the likelihood of continued or recurring dumping. Therefore, on the Effective Date, Techsnabexport will file a motion in Techsnabexport v. United States under Rule 41 of the U.S. Court of International Trade Rules. The United States will not appeal the September 26th decision in Techsnabexport v. United States.

In addition, the Department shall conduct sunset reviews under 19 U.S.C. § 1675(c) in the years 2011 and 2016. All parties agree that the sunset reviews shall be expedited, pursuant to 19 U.S.C. §§ 1675(C)(4) and (C)(3)(B), respectively, at both the Department of Commerce and the International Trade Commission.

Section XIII. – Conditions – is amended by adding, before the first paragraph, an “A,” and by adding the following new paragraph at the end of Section XIII:

B. This Agreement will be applied consistent with any applicable decision of the U.S. Courts, including the Eurodif decisions. Such decisions shall be applied to this Agreement (including by amendment, if necessary) no later than six (6) months after the appropriate decision, unless the Department and ROSATOM agree otherwise.
Section XIV. - Other Provisions – is amended by replacing existing paragraph B with the following new paragraph B, and by replacing the second part of paragraph C with the following:

B. For all purposes relating to the Agreement, the Department and ROSATOM shall be represented by, and all communications and notices shall be given and addressed to:

Department Contact:
United States Department of Commerce
Assistant Secretary
for Import Administration
International Trade Administration
Washington, D.C. 20230

ROSATOM Contact:
State Secretary, Deputy Director
Federal Atomic Energy Agency
(ROSATOM)
Staromonetny per., 26, 119180
Moscow, Russian Federation

C. If U.S. law, regulation, administrative practice, or policy should change in any manner, including by U.S. court decision or legislative or administrative action, that would result in relatively less favorable treatment for the Russian Federation as compared to any other country, or if the United States should enter into any agreement or understanding or take any action that would cause that result, the parties will promptly, i.e., within six (6) months, enter into consultations with a view to amending this Agreement so as to eliminate such less favorable treatment to the extent permitted by U.S. law.

Signed on this ___ day of ___, 2008.

For the U.S. Department of Commerce:  
Carlos M. Gutierrez
U.S. Secretary of Commerce

For ROSATOM:  
S.V. Kiriyenko
Director, Federal Atomic Energy Agency
(ROSATOM)
APPENDIX 1

Section IV. - Export Limits - The status of the other paragraphs of Section IV, other
than the newly-added paragraphs, is as follows:

1994 matched sales provisions (IV, IV.A - IV-E) - hereby deleted
1992 Sections IV. C 2- 3 and IV.D – hereby deleted
1992 Sections IV. E - IV.G – remain in effect
1992 Section IV. H, first two paragraphs – deleted in 1997
1997 Section H – remains in effect
1992 Sections IV. I - IV.M.1 remain in effect
1996 Section IV.M.2 – remains in effect
1992 Section IV.M.2 – ineffective as of 1997

APPENDIX 2

Pursuant to Section V.F, the following documents should accompany any contract for the
sale of Russian Uranium Products for exportation to the United States which is submitted to
the Department for approval:

1. A copy of the signed contract pursuant to which the Russian Uranium Products shall be
imported (showing the contract date and key terms such as price, quantity, delivery
requirements and estimated delivery schedule);

2. A description of the physical material being imported;

3. Identification of the Russian supplier of the Russian Uranium Products;

4. For each contract, the maximum volume of each type of Russian Uranium Product that
may be exported to the United States pursuant to the contract each year;

5. For sales pursuant to Section IV.B.2, the documentation necessary to demonstrate that
deliveries meet the definition of Initial Cores (e.g., a combined construction and operating
license (COL), etc.).

APPENDIX 3

Pursuant to Section VIII, the following additional reporting requirements are agreed to by
ROSATOM and the Department:

1. Beginning the Effective Date, no later than 30 days after the end of each calendar quarter,
to the extent permitted by Russian law, ROSATOM shall submit an updated master export
schedule to the Department showing the following for each year (from the first year of validity of
the Amendment through 2020) for any material to be delivered in the United States pursuant to
contracts under this Agreement: (a) estimated deliveries, and (b) completed deliveries. All such reports submitted by ROSATOM shall be subject to release under Administrative Protective Order (“APO”) to counsel for interested parties to the proceeding.

2. Beginning the Effective Date, no later than 30 days after the end of each semi-annual period, to the extent permitted by U.S. law, the Department shall provide semi-annual reports to ROSATOM, via its U.S. attorney under APO, of all individual imports (for consumption and for processing and re-export) of Russian Uranium Products to the United States, together with such additional information as is necessary and appropriate to monitor implementation of the Agreement, as agreed to by ROSATOM and the Department. For every transaction for which the Department withholds information on the basis that its disclosure is not permitted under U.S. law, the Department shall submit to ROSATOM the fullest description permitted under U.S. law of the information withheld and the legal basis for not disclosing it.

3. For purposes of the Department’s reporting on imports for consumption, to the extent permitted under U.S. law, the Department shall provide the following:

   a. Quantity: Indicate units of measure sold and/or entered, e.g., pounds U308, Kilograms U, SWU, etc.
   
   b. Date of Importation: The date Customs confirmed the Department’s shipment clearance instructions.
   
   c. Date of Export: The date the Export Certificate is endorsed.
   
   d. Export Certificate: The Export Certificate number corresponding to each individual import.
   
   e. Total Sales Value: Indicate currency used
   
   f. Importer of Record: Name and address.

4. For purposes of the Department’s reporting on imports for processing and re-export, to the extent permitted under U.S. law, the Department shall provide the following:

   a. Filing date of request for approval filed with the Department
   
   b. Certificate for Re-Export number, as listed on the Certificate for Re-Export
   
   c. Date of issuance by ROSATOM of the Certificate for Re-Export, as listed on the Certificate for Re-Export
   
   d. Date of Export, as listed on the Certificate for Re-Export
   
   e. Party requesting approval, as listed on the request for approval
f. Customer, as listed on the Certificate for Re-Export

g. Total quantity, expressed in KGU, U308 and, as applicable, SWUs, as listed on the Certificate for Re-Export

h. Date of importation, as relied upon by the Department for purposes of determining annual usage of the quota

i. Time frame for re-export (i.e., 12-month or 36-month), as listed on the Certificate for Re-Export

j. Scheduled date for re-export, as relied upon by the Department for purposes of determining annual usage of the quota

k. Notice of re-export filed with the Department, including the date of such notification and the actual date of re-export.
APPENDIX 4
January 28, 2008

Case No. A-821-802
Total No. of Pages: 3
Suspension Agreement

DELIVERY BY HAND

The Honorable Carlos M. Gutierrez
Secretary of Commerce
Attn: Import Administration,
    International Trade Administration
    Central Records Unit, Room 1874
U.S. Department of Commerce
14th Street and Pennsylvania Avenue NW
Washington, D.C. 20230

Re: Petitioner Letter of Withdrawal Effective December 31, 2020 in Reference to Section XII of Amendment to the Agreement Suspending the Antidumping Investigation on Uranium From the Russian Federation.

Dear Mr. Secretary:

The United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union ("USW"), as a petitioner in the underlying antidumping investigation of Russian Uranium, Case No. A-821-802, file this letter withdrawing that petition effective on, but not before, December 31, 2020, as referred to in Section XII of the amendment to the agreement suspending that investigation.

Respectfully submitted,

Philip H. Potter
Counsel for the USW
Public Certificate of Service
Uranium from the Russian Federation
A-821-802
Suspension Agreement

I, Philip H. Potter, hereby certify that I have served a copy of the foregoing public
document on the parties indicated below, by mailing a copy thereof by First Class Mail:

Valerie A. Slater, Esq.
Representative of Ad Hoc Committee of Domestic Uranium Producers
Akin, Gump, Strauss, Hauer & Feld, L.L.P.
1333 New Hampshire Avenue, NW
Suite 400
Washington, DC 20036
Phone/Fax: 202-887-4000 / 202-887-4288
Email: vslater@akingump.com

Eric C. Emerson, Esq.
Representative of United States Enrichment Corporation ("USEC")
Steptoe & Johnson
1330 Connecticut Avenue, NW
Washington, DC 20036-3902
Phone/Fax: 202-429-3000 / 202-429-3902
Email: eemerson@steptoe.com

James A. Schoettler, Esq.
United States Enrichment Corporation
Two Democracy Center
6903 Rockledge Drive
Bethesda, MD 20817
Phone/Fax: 301-564-3311 / 301-564-3206
Email: schoettlerj@usec.com

Carolyn B. Lamm, Esq.
Representative of Nukem, Inc., AO Techsnabexport ("Tenex") and the Ministry of
Atomic Energy of the Russian Federation ("Minatom")/Federal Atomic Energy Agency
("Rosatom")
White & Case
701 Thirteenth Street, NW
Washington, DC 20005
Phone/Fax: 202-626-3600 / 202-639-9355
Email: ALee@whitecase.com, Tjones@whitecase.com
Mark D. Herlach, Esq.
Representative of Global Nuclear Services and Supply, Ltd.
Sutherland, Asbill & Brennan
1275 Pennsylvania Avenue, NW
Washington, DC 20004
Phone/Fax: 202-383-0100 / 202-637-3593
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Scott Melbye
Power Resources, Inc.
c/o Cameco, Inc.
One Southwest Crossing, Suite 210
11095 Viking Drive
Eden Prairie, MN 55344
Phone/Fax: 952-942-2464 / 952-941-9121
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Nancy A. Fischer
Representative of Ad Hoc Utilities Group
Pillsbury Winthrop Shaw Pittman LLP
2300 N Street, NW
Washington, DC 20037-1128
Phone/Fax: 201-663-8000 / 202-663-8007
Email: nancy.fischer@pillsburylaw.com

Dated this 28th day of January, 2008.

[Signature]
Philip H. Potter
January 29, 2008

PUBLIC DOCUMENT

Case No. A-821-801
Total Pages: 4
Suspension Agreement

This document contains no business proprietary information.

VIA MESSENGER

The Honorable Carlos M. Gutierrez
Secretary of Commerce
Attn: Import Administration
Central Records Unit, Room 1870
U.S. Department of Commerce
14th St. and Constitution Ave., N.W.
Washington, D.C. 20230

Re: Irrevocable Withdrawal of Petition in Antidumping Duty Investigation of Uranium from the Russian Federation

Dear Secretary Gutierrez:

This letter is filed on behalf of Power Resources, Inc. ("PRI") and Crow Butte Resources, Inc. ("CBR"), a petitioner and successor in interest to petitioners, respectively, in the antidumping duty proceeding on Uranium from the Russian Federation (the "Proceeding"). PRI and CBR note that an amendment to the agreement suspending the investigation in the Proceeding will be signed on or about February 1, 2008, at which time the Department will issue a letter providing the petitioners with certain assurances concerning how it will administer the amended agreement. PRI and CBR understand that the amendment to be signed on or about February 1, 2008 will be identical to the initialed amendment that was published in the Federal Register on December 4, 2007 at 72 Fed. Reg. 68124.

In accordance with Section XII of the amendment, PRI and CBR hereby irrevocably withdraw the November 8, 1991 petition in the Proceeding effective on, but not before, December 31, 2020. This letter of withdrawal will become effective when the above-referenced amendment to the agreement suspending the investigation in the Proceeding is signed on behalf
of the United States and the Russian Federation.

PRI and CBR remain domestic interested parties to the Proceeding and retain all of their other substantive and procedural rights in the Proceeding.

Sincerely,

Valerie A. Slater, Esq,
CERTIFICATE OF SERVICE

Uranium from Russia
Case No. A-821-802
Suspension Agreement

I hereby certify that copies of the foregoing submission were served addressed to the following:

By First Class, U.S. Mail:

Philip H. Potter Esq.
Law Offices of Philip H. Potter
717 D Street, NW
Suite 310
Washington, DC 20004

Eric C. Emerson, Esq.
Steptoe & Johnson
1330 Connecticut Avenue, NW
Washington, DC 20036-3902

Mark D. Herlach, Esq.
Sutherland, Asbill & Brennan
1275 Pennsylvania Avenue, NW
Washington, DC 20004

Carolyn B. Lamm, Esq.
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701 Thirteenth Street, NW
Washington, DC 20005

Nancy A. Fischer, Esq.
Representative of Ad Hoc Utilities Group
Pillsbury Winthrop Shaw Pittman LLP
2300 N Street, NW
Washington, DC 20037-1128

James A. Schoettler, Esq.
United States Enrichment Corporation
Two Democracy Center
6903 Rockledge Drive
Bethesda, MD 20817
Scott Melbye  
Power Resources, Inc.  
c/o Cameco, Inc.  
One Southwest Crossing, Suite 210  
11095 Viking Drive  
Eden Prairie, MN 55344

Lisa W. Ross, Esq.

21.08

Date
Re: Irrevocable Withdrawal of Petition in Antidumping Duty Investigation of Uranium from the Russian Federation

Dear Secretary Gutierrez:

This letter is filed by Uranium Resources, Inc. ("URI"), a petitioner in the antidumping duty proceeding on Uranium from the Russian Federation (the "Proceeding"). URI notes that an amendment to the agreement suspending the investigation in the Proceeding will be signed on or about February 1, 2008, at which time the Department will issue a letter providing the petitioners with certain assurances concerning how it will administer the amended agreement. URI understands that the amendment to be signed on or about February 1, 2008 will be identical to the initialed amendment that was published in the Federal Register on December 4, 2007 at 72 Fed. Reg. 68124.

In accordance with Section XII of the amendment, URI hereby irrevocably withdraws the November 8, 1991 petition in the Proceeding effective on, but not before, December 31, 2020. This letter of withdrawal will become effective when the above-referenced amendment to the agreement suspending the investigation in the Proceeding is signed on behalf of the United States and the Russian Federation.

URI remains a domestic interested party to the Proceeding and retains all of its other substantive and procedural rights in the Proceeding.

Sincerely,

Mark S. Pekmez
Vice President
CERTIFICATE OF SERVICE

Uranium from Russia
Case No. A-821-802
Suspension Agreement

I hereby certify that copies of the foregoing submission were served addressed to the following:

By First Class, U.S. Mail:

Philip H. Potter Esq.
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717 D Street, NW
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Two Democracy Center
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Bethesda, MD 20817
Lisa W. Ross, Esq.

2.1.08

Date