

FIFTH AMENDMENT TO
██████████ SLURRY PROCESSING AGREEMENT
BY AND BETWEEN
NUCLEAR FUELS CORPORATION AND DIAMO

This Fifth Amendment to ██████████ Slurry Processing Agreement (this “Amendment”) is made as of the last date of signature below (the “Amendment Effective Date”) by and between Nuclear Fuels Corporation, a corporation organized and existing pursuant to the laws of the State of Delaware, United States of America, having its principal office in Hobson, Texas (“NFC”), and DIAMO, státní podnik, a state enterprise organized and existing pursuant to the laws of the Czech Republic, under Identification No. 000 02 739, having its registered office at Máchova 201, Stráž pod Ralskem, Postal Code 471 27, Czech Republic, registered with the Commercial Register maintained by the Regional Court in Ústí nad Labem, Section AXVIII, Insert No. 520 (“DIAMO”) (each a “Party” and together the “Parties”).

WHEREAS the NFC and DIAMO entered into that certain ██████████ Slurry Processing Agreement effective as of May 26, 2010, as amended (the “Agreement”);

WHEREAS the Parties wish to further amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the Parties agree as follows:

ARTICLE I
AMENDMENT

1.1 Amendment to Fee. Effective as of the Amendment Effective Date, Section 5.4 of the Agreement is hereby amended by inserting a new Section 5.4.6 immediately after Section 5.4.5 to read as follows:

“5.4.6 Fee for Additional Cost. If solid impurities appear in the Slurry, DIAMO shall perform an additional pre-treatment before the Routine Operations and NFC agrees to pay DIAMO an additional two hundred and eighty-one thousand (281,000) CZK.”

1.2 No Other Amendment. Except as expressly amended hereby, the Agreement shall remain in full force and effect as written.

1.3 Counterparts. This Amendment is executed in two counterparts, one for each Party.

1.4 Operative Language. This Amendment shall be signed in the English language, which shall be regarded as the authoritative and official text.

IN WITNESS WHEREOF the Parties have duly executed this Amendment.

NUCLEAR FUELS CORPORATION

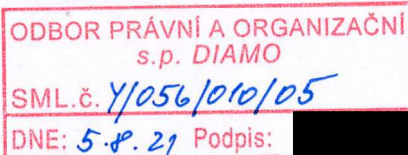
DIAMO, státní podnik

██████████
 President

Date: July 27, 2021

██████████
 Deputy Manager for Production

Date: 19. 07. 2021



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