



ZS-2010-0222

August 18, 2010

U. S. Nuclear Regulatory Commission
ATTN: Document Control Desk
Washington, DC 20555-0001

Zion Nuclear Power Station, Units 1 and 2
Facility Operating License Nos. DPR-39 and DPR-48
NRC Docket Nos. 50-295 and 50-304

Subject: Letter of Credit

References: 1) Letter from John B. Hickman (NRC) to Patrick T. Daly (ZionSolutions), "Order Approving Transfer of Licenses and Conforming Amendments Relating to Zion Nuclear Power Station, Units 1 and 2", dated May 4, 2009

The NRC Order approving transfer of the Zion Units 1 & 2 operating licenses (Reference 1) is subject to three conditions. This letter provides documentation related to completion of the first condition regarding the letter of credit.

The NRC order requires that an irrevocable letter of credit for \$200 million be established by EnergySolutions, LLC for the decommissioning of Zion Nuclear Power Station. Enclosure 1 to this letter is the final form of the irrevocable letter of credit that is to be issued coincidental with the transfer of Zion Station to ZionSolutions. This letter of credit is consistent with the draft letter that was enclosed with the transfer application. In addition, JPMorgan Chase Bank, N.A. (JPMorgan) has committed to issue letters of credit under the terms of the Credit Agreement published in EnergySolutions' 8-K filed with the SEC on August 16, 2010. It can be viewed on the EnergySolutions website under the Investor Relations tab and SEC filings. The Credit Agreement, together with the Letter of Credit draft on JPMorgan letterhead, initialed by JPMorgan, is substantial evidence of JPMorgan's commitment.

In support of the planned closing schedule, we would like to have a conference call with the NRC on August 23, 2010 to discuss any questions NRC may have on this submittal.

If there are any questions regarding this letter, please contact me at (224) 789-4042.

Respectfully,

A handwritten signature in cursive script that reads "T.R. Tramm".

Tom R. Tramm
Director, Regulatory Affairs & QA
ZionSolutions, LLC

NIMSSOI
FSME

August 18, 2010
U. S. Nuclear Regulatory Commission
Page 2

Enclosures:

(1) Irrevocable Letter of Credit, JPMorgan Chase Bank, N.A., Draft
August 17, 2010

cc: Regional Administrator, Region III, US NRC



JPMorgan Chase Bank, N.A.
Global Trade Services
300 South Riverside Plaza
Mail Code IL1-0236
Chicago, IL 60606-0236

SPECIMEN

OUR L/C NO.: -VALUE DATE-

IRREVOCABLE LETTER OF CREDIT NO.

ACCOUNT PARTY:
ENERGYSOLUTIONS, LLC
423 WEST 300 SOUTH, SUITE 200
SALT LAKE CITY, UT 84101

BENEFICIARY:
EXELON GENERATION COMPANY, LLC
ATTN: MS. CAROL PETERSEN
4300 WINFIELD ROAD
WARRENVILLE, IL 60555

DEAR BENEFICIARY:

AT THE REQUEST OF AND FOR THE ACCOUNT OF ENERGYSOLUTIONS, LLC, A UTAH LIMITED LIABILITY COMPANY (THE 'ACCOUNT PARTY'), WE HEREBY ESTABLISH IN YOUR FAVOR, OUR IRREVOCABLE LETTER OF CREDIT NO. (THIS 'LETTER OF CREDIT') WHEREBY, SUBJECT TO THE TERMS AND CONDITIONS CONTAINED HEREIN, YOU ARE HEREBY IRREVOCABLY AUTHORIZED TO DRAW ON US, BY YOUR DRAFT OR DRAFTS AT SIGHT, AN AGGREGATE AMOUNT NOT TO EXCEED IN THE AGGREGATE TWO HUNDRED MILLION AND 00/100 UNITED STATES DOLLARS (USD200,000,000.00) (SUCH AMOUNT, AS IT MAY BE REDUCED IN ACCORDANCE WITH THE TERMS HEREOF, THE 'STATED AMOUNT'). WE ARE ADVISED THAT THIS LETTER OF CREDIT IS FURNISHED TO YOU PURSUANT TO THE CREDIT SUPPORT AGREEMENT, DATED AS OF SEPTEMBER 1, 2010 BY AND AMONG EXELON GENERATION COMPANY, LLC, ZIONSOLUTIONS, LLC, ENERGYSOLUTIONS, LLC AND ENERGYSOLUTIONS, INC.

THIS LETTER OF CREDIT SHALL BE EFFECTIVE IMMEDIATELY AND SHALL EXPIRE ON THE EXPIRATION DATE (AS HEREINAFTER DEFINED).

YOU MAY DRAW UPON THIS LETTER OF CREDIT AT ANY TIME ON OR PRIOR TO THE EXPIRATION DATE BY PRESENTING TO US:

(I) A SIGHT DRAFT IN THE FORM OF EXHIBIT A ATTACHED HERETO (A 'SIGHT DRAFT') IN THE AMOUNT OF SUCH DEMAND; AND

(II) A DRAWING CERTIFICATE IN THE FORM OF EXHIBIT B ATTACHED HERETO (A

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Reviewed ok

8-17-10

JPMorgan Chase Bank, N.A.
Global Trade Services
300 South Riverside Plaza
Mail Code IL1-0236
Chicago, IL 60606-0236

SPECIMEN

-VALUE DATE-
OUR L/C NO.:

'DRAWING CERTIFICATE'),

EACH COMPLETED IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN SUCH EXHIBIT A AND EXHIBIT B, RESPECTIVELY, AND EXECUTED BY YOUR AUTHORIZED OFFICER.

PRESENTATION OF ANY SIGHT DRAFT AND ACCOMPANYING DRAWING CERTIFICATE SHALL BE MADE BY HAND DELIVERY OR BY COURIER AT JPMORGAN CHASE BANK, N.A. C/O JPMORGAN TREASURY SERVICES, 10420 HIGHLAND MANOR DR., 4TH FL., TAMPA, FL 33610 , ATTENTION: STANDBY LETTER OF CREDIT DEPARTMENT OR BY TELECOPY AT 813-432-5161, ATTENTION MANAGER, STANDBY LETTER OF CREDIT DEPARTMENT, OR SUCH OTHER FAX NUMBER AS JPMORGAN CHASE BANK N.A. MAY IDENTIFY IN A WRITTEN NOTICE TO YOU. TO THE EXTENT PRESENTATION IS MADE BY FACSIMILE TRANSMISSION YOU MUST PROVIDE TELEPHONE NOTIFICATION THEREOF TO JPMORGAN CHASE BANK N.A. AT TELEPHONE NUMBER: (800) 634-1969 OPTION 1 OR (813) 432-6339 PRIOR TO OR SIMULTANEOUSLY WITH THE SENDING OF SUCH FACSIMILE TRANSMISSION. HOWEVER, THE ABSENCE OF SUCH TELEPHONE CONFIRMATION AS DESCRIBED ABOVE DOES NOT AFFECT OUR OBLIGATION TO HONOR SUCH DRAWING, IF SUCH DRAWING IS OTHERWISE IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS STANDBY LETTER OF CREDIT. IF DEMAND FOR PAYMENT IS MADE BY FAX, PRESENTATION OF ORIGINAL DOCUMENTS IS NOT REQUIRED.

WE HEREBY AGREE THAT ANY SIGHT DRAFT DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT SHALL BE DULY HONORED BY US UPON DELIVERY OF THE ABOVE-SPECIFIED DOCUMENTS, IF PRESENTED (BY HAND DELIVERY OR BY TELECOPY) BEFORE THE EXPIRATION DATE (AS HEREINAFTER DEFINED) AT OUR OFFICE SPECIFIED ABOVE. IF A DEMAND FOR PAYMENT IS MADE BY YOU HEREUNDER AT OR BEFORE 10:00 A.M., EASTERN TIME, ON ANY BUSINESS DAY (AS HEREINAFTER DEFINED), AND PROVIDED THAT SUCH DEMAND FOR PAYMENT AND THE DOCUMENTS PRESENTED IN CONNECTION THEREWITH CONFORM TO THE TERMS AND CONDITIONS HEREOF, PAYMENT SHALL BE MADE TO BACKUP NUCLEAR DECOMMISSIONING TRUST, AN ILLINOIS TRUST CREATED UNDER THE BACK UP NUCLEAR DECOMMISSIONING TRUST AGREEMENT DATED SEPTEMBER 1, 2010 (HEREINAFTER 'TRUST') OF THE AMOUNT SPECIFIED, IN IMMEDIATELY AVAILABLE FUNDS, AT OR BEFORE 2:00 P.M., EASTERN TIME, ON SUCH BUSINESS DAY, AND IF DEMAND FOR PAYMENT IS MADE AT ANY OTHER TIME ON PAYMENT SHALL BE EFFECTED THE FIRST BUSINESS DAY FOLLOWING THE DATE THEREOF AT OR BEFORE 2:00 P.M. ALL PAYMENTS MADE BY US UNDER THIS LETTER OF CREDIT SHALL BE MADE WITH OUR OWN FUNDS AND NOT WITH ANY FUNDS

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-VALUE DATE-
OUR L/C NO.:

OF THE ACCOUNT PARTY.

IF A DEMAND FOR PAYMENT MADE BY YOU HEREUNDER OR THE DOCUMENTS PRESENTED IN CONNECTION THEREWITH DO NOT, IN ANY INSTANCE, CONFORM TO THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, WE SHALL, AS SOON AS PRACTICABLE, GIVE YOU NOTICE THAT THE PURPORTED DEMAND FOR PAYMENT WAS NOT EFFECTED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, STATING THE REASONS THEREFORE. UPON BEING NOTIFIED THAT THE PURPORTED DEMAND FOR PAYMENT WAS NOT EFFECTED IN ACCORDANCE WITH THIS LETTER OF CREDIT, YOU MAY ATTEMPT TO CORRECT ANY DEFECT IN SUCH PURPORTED DEMAND FOR PAYMENT IF, AND TO THE EXTENT THAT, YOU ARE ENTITLED AND ABLE TO DO SO HEREUNDER. AS USED IN THIS LETTER OF CREDIT, "BUSINESS DAY" SHALL MEAN ANY DAY OTHER THAN A SATURDAY, SUNDAY OR A DAY ON WHICH BANKING INSTITUTIONS IN THE STATE OF NEW YORK ARE AUTHORIZED OR REQUIRED BY LAW TO CLOSE.

UPON PAYMENT TO TRUST OF ANY AMOUNT DEMANDED HEREUNDER, WE SHALL BE FULLY DISCHARGED ON OUR OBLIGATION UNDER THIS LETTER OF CREDIT WITH RESPECT TO SUCH AMOUNT, AND WE SHALL NOT THEREAFTER BE OBLIGATED TO MAKE ANY FURTHER PAYMENTS TO YOU OR TO ANY OTHER PERSON UNDER THIS LETTER OF CREDIT WITH RESPECT TO SUCH AMOUNT.

IN CONNECTION WITH THE PRESENTATION TO US OF ANY CERTIFICATE BY YOU, WE MAY RELY UPON THE AUTHENTICITY OF ANY SUCH CERTIFICATE SIGNED BY ONE OR MORE PERSONS REPRESENTED TO BE YOUR RESPECTIVE AUTHORIZED OFFICERS. "AUTHORIZED OFFICER" SHALL MEAN, WITH RESPECT TO YOU, ANY AUTHORIZED PRESIDENT, VICE PRESIDENT OR TREASURER.

THIS LETTER OF CREDIT SHALL AUTOMATICALLY TERMINATE AND BE DELIVERED TO US FOR CANCELLATION UPON THE EARLIEST OF (I) THE MAKING BY YOU OF A DRAWING HEREUNDER, AND OUR PAYMENT OF SUCH DRAWING, IN THE FULL STATED AMOUNT, (II) OUR RECEIPT OF A CERTIFICATE SIGNED BY YOUR AUTHORIZED OFFICER IN THE FORM OF EXHIBIT C ATTACHED HERETO, AND (III) THE CLOSE OF BUSINESS ON AUGUST 13, 2011 (AS IT MAY BE EXTENDED ANNUALLY AT LEAST NINETY (90) DAYS PRIOR TO THE DATE THAT THE LETTER OF CREDIT WOULD OTHERWISE EXPIRE FOR PERIODS OF UP TO ONE YEAR AT THE ACCOUNT PARTY'S REQUEST AND WITH OUR CONSENT AS CONTEMPLATED BY THE FOLLOWING PARAGRAPH) (THE "EXPIRATION DATE").

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Global Trade Services
300 South Riverside Plaza
Mail Code IL1-0236
Chicago, IL 60606-0236

SPECIMEN

-VALUE DATE-
OUR L/C NO.:

WE MAY, BUT SHALL NOT BE OBLIGATED TO, EXTEND THE ORIGINAL EXPIRATION DATE OR ANY SUBSEQUENT EXPIRATION DATE TO A LATER EXPIRATION DATE BY GIVING YOU AN AMENDMENT AND NOTICE OF EXTENSION IN THE FORM OF OUR AMENDMENT CONTAINING THE INFORMATION AS INDICATED IN EXHIBIT D ATTACHED HERETO AT LEAST NINETY (90) DAYS BEFORE SUCH ORIGINAL EXPIRATION DATE OR, AS APPLICABLE, NINETY (90) DAYS BEFORE ANY SUCH SUBSEQUENT EXPIRATION DATE. UPON ISSUANCE BY US OF ANY SUCH AMENDMENT AND NOTICE OF EXTENSION, THE EXPIRATION DATE IN EFFECT PRIOR TO THE ISSUANCE OF SUCH AMENDMENT AND NOTICE OF EXTENSION SHALL BE EXTENDED TO THE LATER EXPIRATION DATE STATED IN SUCH AMENDMENT AND NOTICE OF EXTENSION, AND FOR ALL PURPOSES OF THIS LETTER OF CREDIT THEREAFTER, THE EXPIRATION DATE SHALL BE THE EXPIRATION DATE STATED IN SUCH AMENDMENT AND NOTICE OF EXTENSION, UNLESS AND UNTIL WE HAVE ISSUED A SUBSEQUENT AMENDMENT AND NOTICE OF EXTENSION EXTENDING THE EXPIRATION DATE TO A LATER DATE.

PARTIAL DRAWINGS UNDER THIS LETTER OF CREDIT ARE NOT PERMITTED. THE STATED AMOUNT SHALL ALSO BE REDUCED BY ANY REDUCTIONS IN ACCORDANCE WITH A CERTIFICATE IN THE FORM OF EXHIBIT E ATTACHED HERETO RECEIVED BY US AND PURPORTEDLY SIGNED BY YOUR AUTHORIZED OFFICER.

WE HEREBY ISSUE THIS LETTER OF CREDIT IN YOUR FAVOR AND UNDERTAKE WITH YOU THAT DRAFT(S) DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE HONORED UPON DUE PRESENTATION ON OR BEFORE THE EXPIRATION DATE. THIS LETTER OF CREDIT IS SUBJECT TO ISP98, INTERNATIONAL STANDBY PRACTICES, INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 590 AND ENGAGES US IN ACCORDANCE WITH THE TERMS THEREOF. THE NUMBER AND THE DATE OF THIS LETTER OF CREDIT AND THE NAME OF OUR BANK MUST BE QUOTED ON ALL DRAFTS REQUIRED. THIS LETTER OF CREDIT'S ARTICLES ARE BINDING ON ALL PARTIES HERETO, UNLESS OTHERWISE EXPRESSLY STIPULATED IN THIS LETTER OF CREDIT, AND TO THE EXTENT NOT INCONSISTENT THEREWITH, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN SUCH STATE.

THIS LETTER OF CREDIT IS TRANSFERABLE, BUT ONLY IN ITS ENTIRETY, AND MAY BE SUCCESSIVELY TRANSFERRED. TRANSFER OF THIS LETTER OF CREDIT SHALL BE EFFECTED BY US UPON SUBMISSION OF THIS ORIGINAL LETTER OF CREDIT, INCLUDING ALL AMENDMENTS, IF ANY, ACCOMPANIED BY THE ATTACHED TRANSFER

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JPMorgan Chase Bank, N.A.
Global Trade Services
300 South Riverside Plaza
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-VALUE DATE-
OUR L/C NO.:

REQUEST FORM DULY COMPLETED AND SIGNED, WITH THE SIGNATURE THEREON AUTHENTICATED BY YOUR BANK. IN ANY EVENT, THIS LETTER OF CREDIT WILL NOT BE TRANSFERRED TO ANY ENTITY/PERSON WITH WHICH/WHOM U.S. PERSONS ARE PROHIBITED FROM DOING BUSINESS UNDER U.S. FOREIGN ASSETS CONTROL REGULATIONS OR OTHER APPLICABLE U.S. LAWS AND REGULATIONS. CHARGES AND FEES RELATED TO SUCH TRANSFER WILL BE FOR THE ACCOUNT OF THE APPLICANT.

ONLY YOU MAY DRAW UPON THIS LETTER OF CREDIT. UPON THE PAYMENT TO YOU OR YOUR ACCOUNT OF THE FULL AGGREGATE STATED AMOUNT SPECIFIED HEREIN, WE SHALL BE FULLY DISCHARGED OF OUR OBLIGATIONS UNDER THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING. REFERENCE IN THIS LETTER OF CREDIT TO OTHER DOCUMENTS OR INSTRUMENTS IS FOR IDENTIFICATION PURPOSES ONLY AND SUCH REFERENCE SHALL NOT MODIFY OR AFFECT THE TERMS HEREOF OR CAUSE SUCH DOCUMENTS OR INSTRUMENTS TO BE DEEMED INCORPORATED HEREIN.

VERY TRULY YOURS,
JPMORGAN CHASE BANK, N.A.
AS ISSUING BANK

BY: _____
NAME: _____
TITLE: _____
SPECIMEN

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JPMorgan Chase Bank, N.A.
Global Trade Services
300 South Riverside Plaza
Mail Code IL1-0236
Chicago, IL 60606-0236

-VALUE DATE-
OUR L/C NO.:

EXHIBIT A TO LETTER OF CREDIT NO.

SIGHT DRAFT

[INSERT DATE ON OR PRIOR TO EXPIRATION DATE]

RE: IRREVOCABLE LETTER OF CREDIT NO.

ON SIGHT

PAY TO BACKUP NUCLEAR DECOMMISSIONING TRUST, PURSUANT TO IRREVOCABLE
LETTER OF CREDIT NO. OF JPMORGAN CHASE BANK, N.A. (THE 'LETTER
OF CREDIT') IN IMMEDIATELY AVAILABLE FUNDS DOLLARS
(USD.....), IF A DEMAND FOR PAYMENT IS MADE BEFORE 10:00 A.M.,
EASTERN TIME, ON A BUSINESS DAY AT OR BEFORE 2:00 P.M., EASTERN TIME ON
THE DATE HEREOF, AND IF DEMAND FOR PAYMENT IS MADE AT ANY OTHER TIME ON
THE FIRST BUSINESS DAY FOLLOWING THE DATE HEREOF AT OR BEFORE 2:00 P.M.

EXELON GENERATION COMPANY, LLC

A PENNSYLVANIA LIMITED LIABILITY COMPANY

BY: _____

NAME: _____

TITLE: _____

SPECIMEN

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SPECIMEN

-VALUE DATE-

OUR L/C NO.:

EXHIBIT B TO LETTER OF CREDIT NO.

DRAWING CERTIFICATE

[DATE]

RE: IRREVOCABLE LETTER OF CREDIT NO.

LADIES AND GENTLEMEN:

THE UNDERSIGNED, A DULY AUTHORIZED REPRESENTATIVE OF EXELON GENERATION COMPANY, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY ('EXELON'), AS THE BENEFICIARY (THE 'BENEFICIARY') OF THE IRREVOCABLE LETTER OF CREDIT NO. (THE 'LETTER OF CREDIT') ISSUED BY JPMORGAN CHASE BANK, N.A. (THE 'ISSUING BANK'), FOR THE ACCOUNT OF ENERGYSOLUTIONS, LLC, A UTAH LIMITED LIABILITY COMPANY ('ZION SOLUTIONS' PARENT') (THE 'ACCOUNT PARTY') CERTIFIES AS FOLLOWS TO THE ISSUING BANK:

1. EXELON IS A PARTY TO THE CREDIT SUPPORT AGREEMENT, DATED AS OF SEPTEMBER 1, 2010 (THE 'AGREEMENT') BY AND AMONG EXELON, ZIONSOLUTIONS, LLC ('ZION SOLUTIONS'), ENERGYSOLUTIONS, LLC ('ZION SOLUTIONS' PARENT'), AND ENERGYSOLUTIONS, INC. ('GUARANTOR').

[THIS DRAWING CERTIFICATE, AS EXECUTED, MUST CONTAIN ONE, BUT ONLY ONE, OF THE FOLLOWING ALTERNATIVE PARAGRAPHS 2. BELOW.]

[2. A MATERIAL LETTER OF CREDIT DEFAULT DESCRIBED IN SECTION 3.1.1, 3.1.2 OR 3.1.4 OF THE AGREEMENT HAS OCCURRED AND IS CONTINUING, AND EXELON HAS PROVIDED A DEFAULT NOTICE TO ZION SOLUTIONS' PARENT AND ZION SOLUTIONS WITH RESPECT THERETO.]

[2. A MATERIAL LETTER OF CREDIT DEFAULT DESCRIBED IN SECTION 3.1.3 OR 3.1.5 OF THE AGREEMENT HAS OCCURRED AND IS CONTINUING, AND EXELON HAS PROVIDED A DEFAULT NOTICE TO ZION SOLUTIONS' PARENT AND ZION SOLUTIONS WITH RESPECT THERETO AT LEAST SIXTY (60) DAYS PRIOR TO THE DATE HEREOF. ZION SOLUTIONS' PARENT HAS NOT CURED SUCH MATERIAL LETTER OF CREDIT DEFAULT AND ZION SOLUTIONS HAS NOT INFORMED EXELON PURSUANT TO SECTION 3.2.2 OF THE AGREEMENT THAT THERE IS A DISPUTE AS TO WHETHER SUCH MATERIAL

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-VALUE DATE-
OUR L/C NO.:

LETTER OF CREDIT DEFAULT EXISTS.]

[2. A MATERIAL LETTER OF CREDIT DEFAULT DESCRIBED IN SECTION 3.1.3 OR 3.1.5 OF THE AGREEMENT HAS OCCURRED AND IS CONTINUING, AND EXELON HAS PROVIDED A DEFAULT NOTICE TO ZION SOLUTIONS' PARENT AND ZION SOLUTIONS WITH RESPECT THERETO AT LEAST SIXTY (60) DAYS PRIOR TO THE DATE HEREOF. IN ACCORDANCE WITH ARTICLE 7 OF THE AGREEMENT, A PANEL OF ARBITRATORS HAS DETERMINED THAT SUCH MATERIAL LETTER OF CREDIT DEFAULT EXISTS.]

[2. A MATERIAL LETTER OF CREDIT DEFAULT DESCRIBED IN SECTION 3.1.3 OR 3.1.5 OF THE AGREEMENT HAS OCCURRED AND IS CONTINUING, AND EXELON HAS PROVIDED A DEFAULT NOTICE TO ZION SOLUTIONS' PARENT AND ZION SOLUTIONS WITH RESPECT THERETO AT LEAST SIXTY (60) DAYS PRIOR TO THE DATE HEREOF. A PANEL OF ARBITRATORS HAS NOT DETERMINED WHETHER SUCH MATERIAL LETTER OF CREDIT DEFAULT EXISTS IN ACCORDANCE WITH ARTICLE 7 OF THE AGREEMENT, BUT THE LETTER OF CREDIT WILL EXPIRE IN LESS THAN THIRTY (30) DAYS AND HAS NOT BEEN REPLACED.]

3. SUBSTANTIAL COMPLETION (AS DEFINED IN THE AGREEMENT) HAS NOT OCCURRED.

4. EXELON IS ENTITLED, IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT AND THE LETTER OF CREDIT, TO MAKE A DRAWING UNDER THE LETTER OF CREDIT IN RESPECT OF THE AMOUNT SET FORTH IN THE ACCOMPANYING SIGHT DRAFT.

5. ALL PAYMENTS UNDER THE LETTER OF CREDIT SHALL BE MADE BY WIRE TRANSFER OF IMMEDIATELY AVAILABLE FUNDS TO BACKUP NUCLEAR DECOMMISSIONING TRUST AT [NAME OF [BUYER BACKUP NDT'S] BANK], FOR CREDIT TO ACCOUNT NO. NO PAYMENTS UNDER THE LETTER OF CREDIT SHALL BE PAID TO ANY PERSON OR ENTITY (INCLUDING EXELON) OTHER THAN BACKUP NUCLEAR DECOMMISSIONING TRUST, AND EXELON HAS NO OWNERSHIP OR OTHER INTEREST IN SUCH PAYMENTS.

EXELON GENERATION COMPANY, LLC
A PENNSYLVANIA LIMITED LIABILITY COMPANY.

BY:

NAME:

SPECIMEN

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JPMorgan Chase Bank, N.A.
Global Trade Services
300 South Riverside Plaza
Mail Code IL1-0236
Chicago, IL 60606-0236

-VALUE DATE-
OUR L/C NO.:

EXHIBIT C TO LETTER OF CREDIT NO.

[LETTERHEAD OF BENEFICIARY]

[DATE]

CONSENT TO TERMINATION OF LETTER OF CREDIT

RE: IRREVOCABLE LETTER OF CREDIT NO.

LADIES AND GENTLEMEN:

REFERENCE IS MADE TO THE IRREVOCABLE LETTER OF CREDIT NO. (THE
'LETTER OF CREDIT') ISSUED BY JPMORGAN CHASE BANK, N.A., FOR THE ACCOUNT
OF ENERGYSOLUTIONS, LLC, A UTAH LIMITED LIABILITY COMPANY. (THE 'ACCOUNT
PARTY'), THE UNDERSIGNED BENEFICIARY OF SUCH LETTER OF CREDIT HEREBY
CONSENTS TO THE TERMINATION OF THE LETTER OF CREDIT, EFFECTIVE
IMMEDIATELY, AND IS SURRENDERING THE LETTER OF CREDIT HERewith FOR
CANCELLATION.

IN WITNESS WHEREOF, EXELON GENERATION COMPANY, LLC, A PENNSYLVANIA LIMITED
LIABILITY COMPANY, HAS EXECUTED AND DELIVERED THIS CERTIFICATE AS OF THE
.. DAY OF

EXELON GENERATION COMPANY, LLC
A PENNSYLVANIA LIMITED LIABILITY COMPANY.
BY:

NAME:

TITLE:

SPECIMEN

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JPMorgan Chase Bank, N.A.
Global Trade Services
300 South Riverside Plaza
Mail Code IL1-0236
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-VALUE DATE-
OUR L/C NO.:

EXHIBIT D TO LETTER OF CREDIT NO.

AMENDMENT AND NOTICE OF EXTENSION

[LETTERHEAD OF ISSUING BANK]

[DATE AND AMENDMENT NUMBER]

TO: EXELON GENERATION COMPANY, LLC

RE: IRREVOCABLE LETTER OF CREDIT NO.

IN ACCORDANCE WITH INSTRUCTIONS RECEIVED, THE ABOVE REFERENCED STANDBY LETTER OF CREDIT HAS BEEN AMENDED AS FOLLOWS:

EXPIRATION DATE EXTENDED TO

WE HEREBY IRREVOCABLY AGREE TO EXTEND THE EXPIRATION DATE OF THE ABOVE-REFERENCED LETTER OF CREDIT NO. TO EXPIRE ON (DATE), WHICH DATE, FOR ALL PURPOSES OF THE ABOVE-REFERENCED LETTER OF CREDIT, SHALL BE THE EXPIRATION DATE OF THE LETTER OF CREDIT FROM AND AFTER THE ISSUANCE OF THIS NOTICE OF EXTENSION, UNLESS AND UNTIL WE ISSUE A SUBSEQUENT NOTICE OF EXTENSION EXTENDING THE EXPIRATION DATE TO A LATER DATE.

ALL OTHER TERMS AND CONDITIONS OF THE CREDIT REMAIN UNCHANGED.

AUTHORIZED SIGNATURE

BY: _____

NAME: _____

TITLE: _____

CC: _____

(APPLICANT NAME)

SPECIMEN

*****DRAFT AUGUST 17, 2010 05:14 PM*****

JPMorgan Chase Bank, N.A.
Global Trade Services
300 South Riverside Plaza
Mail Code IL1-0236
Chicago, IL 60606-0236

-VALUE DATE-
OUR L/C NO.:

EXHIBIT E TO LETTER OF CREDIT NO.

CONSENT TO REDUCTION OF LETTER OF CREDIT

REFERENCE IS MADE TO THE IRREVOCABLE LETTER OF CREDIT NO. (THE
'LETTER OF CREDIT') ISSUED BY JPMORGAN CHASE BANK, N.A., FOR THE ACCOUNT
OF ENERGYSOLUTIONS, LLC, A UTAH LIMITED LIABILITY COMPANY (THE 'ACCOUNT
PARTY'). THE UNDERSIGNED BENEFICIARY OF SUCH LETTER OF CREDIT HEREBY
CONSENTS TO A PERMANENT REDUCTION IN THE AMOUNT AVAILABLE TO BE DRAWN
UNDER THE LETTER OF CREDIT, EFFECTIVE IMMEDIATELY, BY USD..... TO
USD.....

IN WITNESS WHEREOF, EXELON GENERATION COMPANY, LLC, A PENNSYLVANIA LIMITED
LIABILITY COMPANY, HAS EXECUTED AND DELIVERED THIS CERTIFICATE AS OF THE
.. DAY OF

EXELON GENERATION COMPANY, LLC

BY:
NAME:
TITLE:

DRAFT

Energy Solutions LLC
COMPANY NAME

SPECIMEN

AUTHORIZED SIGNATURE

AGREES TO THE WORDING OF
THIS STANDBY LETTER OF
CREDIT

*

AUTHORIZED SIGNATURE

*****DRAFT AUGUST 17, 2010 05:14 PM*****

**Request for a Full Transfer of the below
referenced Standby Letter of Credit**



Date: _____

Reference: _____

(Issuing Bank's Letter of Credit Number)

To: JPMorgan Chase Bank, N.A. and/or its subsidiaries and/or affiliates.
"Transferring Bank"

(Advising Bank's Reference Number, if applicable)

We, the undersigned "First Beneficiary", hereby irrevocably transfer all of our rights to draw under the above referenced Letter of Credit ("Credit") in its entirety to:

(Print Name and complete address of the Transferee) "Second Beneficiary"

Advise through:

(Print Name/address of Second Beneficiary's Bank, if known - if left blank, the Transferring Bank will select the advising bank)

In accordance with UCP 600 Article 38 or ISP 98, Rule 6 regarding transfer of drawing rights (whichever set of rules the Credit is subject to), all rights of the undersigned First Beneficiary in such Credit are transferred to the Second Beneficiary. The Second Beneficiary shall have the sole rights as beneficiary thereof, including sole rights relating to any amendments whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised directly to the Second Beneficiary without necessity of any consent of or notice to the undersigned First Beneficiary.

The original Credit, including amendments to this date, is attached and the undersigned First Beneficiary requests that you endorse an acknowledgment of this transfer on the reverse thereof. The undersigned First Beneficiary requests that you notify the Second Beneficiary of this Credit in such form and manner as you deem appropriate, and the terms and conditions of the Credit as transferred. The undersigned First Beneficiary acknowledges that you incur no obligation hereunder and that the transfer shall not be effective until you have expressly consented to effect the transfer by notice to the Second Beneficiary.

If you agree to these instructions, please advise the Second Beneficiary of the terms and conditions of the transferred Credit and these instructions.

First Beneficiary represents and warrants to Transferring Bank that (i) our execution, delivery, and performance of this request to Transfer (a) are within our powers and have been duly authorized (b) constitute our legal, valid, binding and enforceable obligation (c) do not contravene any charter provision, by-law, resolution, contract, or other undertaking binding on or affecting us or any of our properties and (d) do not require any notice, filing or other action to, with, or by any governmental authority (ii) we have not presented any demand or request for payment or transfer under the Credit affecting the rights to be transferred, and (iii) the Second Beneficiary's name and address are correct and complete and the transactions underlying the Credit and the requested Transfer do not violate applicable United States or other law, rule or regulation, including without limitation U.S. Foreign Asset Control regulations.

We further agree to indemnify and hold harmless you and each of your directors, officers and employees (each an "Indemnitee" and collectively, "Indemnitees") from and against any losses, damages, liabilities, claims, costs and expenses (including reasonable attorneys' fees) to which any Indemnitee may be subject or which any Indemnitee may incur, directly or indirectly, arising out of or relating to (i) any breach by us of the representations and warranties herein; and (ii) our failure to remit to you, upon demand, funds paid to us despite the Transfer.

The Effective Date shall be the date hereafter on which Transferring Bank effects the requested transfer by acknowledging this request and giving notice thereof to Second Beneficiary.

WE WAIVE ANY RIGHT TO TRIAL BY JURY THAT WE MAY HAVE IN ANY ACTION OR PROCEEDING RELATING TO OR ARISING OUT OF THIS TRANSFER.

This Request is made subject to the same International Chamber of Commerce Publication as and if stipulated in the Credit (and the ISP 98 if not so stipulated) and is subject to and shall be governed by the laws of the State of New York, without regard to principles of conflict of laws. The undersigned submits to the nonexclusive jurisdiction of any state or federal court located in the Borough of Manhattan, City of New York, New York, for itself and its property and agrees that any such court shall be a proper forum for any action or suit brought by you.

Sincerely yours,

(Print Name of First Beneficiary)

(Print Authorized Signers Name and Title)

(Authorized Signature)

(Print Second Authorized Signers Name and Title, if required)

(Second Authorized Signature, if required)

(Telephone Number/Fax Number)

<p align="center">SIGNATURE GUARANTEED</p> <p>Signature(s) with title(s) conform(s) with that/those on file with us for this individual, entity or company and signer(s) is/are authorized to execute this agreement.</p>
_____ (Print Name of Bank)
_____ (Address of Bank)
_____ (City, State, Zip Code)
_____ (Print Name and Title of Authorized Signer)
_____ (Authorized Signature)
_____ (Telephone Number)
_____ (Date)