

10 CFR 50.75

February 17, 2011

ZS-2011-0181

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: Submittal of Decommissioning Trust Fund Documents in accordance with 10 CFR 50.75

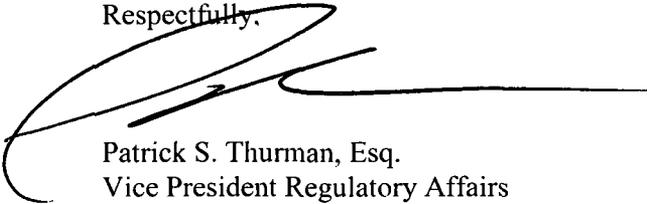
Please find enclosed the ZionSolutions, LLC, Decommissioning Trust Fund Agreements for Zion Units 1 and 2, submitted in accordance with 10 CFR 50.75(b)(4). These include:

- Master Terms for Trust Agreements
- Non-Tax Qualified Nuclear Decommissioning Master Trust Agreement
- Tax Qualified Nuclear Decommissioning Master Trust Agreement
- Backup Nuclear Decommissioning Trust Agreement
- Terms for Backup Nuclear Decommissioning Trust Agreement

There are no regulatory commitments contained in this submittal.

If you have any questions regarding this submittal, please contact me at (224) 789-4041.

Respectfully,



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Enclosures (As Stated)

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Zion Nuclear Power Station, Unit 1 and 2 License Transfer Service List

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**MASTER TERMS FOR
TRUST AGREEMENTS**

Between

ZIONSOLUTIONS, LLC

and

THE BANK OF NEW YORK MELLON

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MASTER TERMS FOR TRUST AGREEMENTS

The following Master Terms for Trust Agreements (the "Master Terms") shall apply for purposes of the Tax-Qualified Nuclear Decommissioning Master Trust Agreement by and between ZionSolutions, LLC ("ZionSolutions") and the The Bank of New York Mellon as Trustee (the "Trustee"), and for purposes of the Non-Tax Qualified Nuclear Decommissioning Master Trust Agreement by and between ZionSolutions and the Trustee.

Any terms capitalized but not defined herein shall have the same meanings as assigned to such terms in the Trust Agreements or, if not in the Trust Agreements, in the Asset Sale Agreement.

ARTICLE 1: DEFINITIONS, NAME, AUTHORIZED ACTORS AND PURPOSE

1.1 *Definitions.* For purposes of the Master Terms, the following terms shall have the following meanings:

"Agreements," and **"Trust Agreements"** shall mean and include the Tax-Qualified Nuclear Decommissioning Master Trust Agreement and the Non-Tax Qualified Nuclear Decommissioning Master Trust Agreement as they may from time to time be amended, modified, or supplemented.

"Applicable Regulatory Requirements" shall mean laws, rules, regulations, orders and license requirements of the United States of America or any state thereof in which a Plant is located that are applicable to the retention, investment and utilization of funds for the costs of the decommissioning of any Plant, including, without limitation, rules, regulations and orders issued by the NRC and any requirements set forth in the NRC-issued license to operate that Plant and any amendments thereto.

"Asset Sale Agreement" shall mean that certain Asset Sale Agreement dated as of December 11, 2007, as amended, by and among Exelon Generation Company, LLC, ZionSolutions, LLC, EnergySolutions, LLC, and EnergySolutions, Inc.

"Authorized Officer" shall mean the chief financial officer, the chief accounting officer, or the principal project management officer of ZionSolutions or other responsible officer or employee of ZionSolutions.

"Code" shall mean the Internal Revenue Code of 1986, as it may be amended from time to time, and the regulations promulgated thereunder. **"Section 468A"** shall mean that section of the Code, as it may be amended from time to time, and any successor provision thereto, and the regulations promulgated thereunder. **"Section 4951"** shall mean that section of the Code, as it may be amended from time to time, and any successor provision thereto, and the regulations promulgated thereunder.

“ComEd” shall mean Commonwealth Edison Company, an Illinois corporation, and its successors and assigns. Such term shall include, for purposes of Section 2.8 hereof and Section 3.07 of the Trust Agreements (and Section 2.9 hereof, to the extent that Section addresses amendments of Section 2.8 hereof or Section 3.07 of the Trust Agreements), the entity that is then responsible for effecting any refunds to ratepayers as contemplated by the Order, dated December 20, 2000, and Amendatory Order dated February 21, 2001, entered by the Illinois Commerce Commission in Docket No. 00-0361, as such Orders may be amended, modified, replaced or superceded by any subsequent Illinois Commerce Commission or judicial order or any legislative enactment or provision.

“Data Providers” shall mean pricing vendors, brokers, dealers, investment managers, subcustodians, depositories and any other person providing Market Data to the Trustee.

“Data Terms Website” shall mean <http://bnymellon.com/products/assetservicing/performanceanalytics.html> or any successor website the address of which is provided by the Trustee to ZionSolutions.

“Disbursement Certificate” shall mean a document properly completed and executed by an Authorized Officer substantially in the form of Exhibit A-1 or A-2 hereto.

“ExGen” shall mean Exelon Generation Company, LLC.

“Final Tax Liabilities” shall mean any and all tax liabilities of a Tax-Qualified Trust determined to be owing but not paid out of the assets of ExGen’s trust prior to the transfer of the assets of ExGen’s trust to the Trust.

“Final Tax Refunds” shall mean any and all tax refunds of a Tax-Qualified Trust determined to be receivable but not collected by ExGen’s trust prior to the transfer of the assets of ExGen’s trust to the Trust.

“Future Orders” shall mean any orders of applicable regulatory bodies, including the NRC, and any Federal or state laws adopted, in connection with the retention, investment and utilization of funds for the costs of the decommissioning of any Plant.

“Losses” shall mean, collectively, losses, costs, expenses, damages, liabilities and claims.

“Market Data” shall mean pricing or other data related to securities and other assets. Market Data includes but is not limited to security identifiers, valuations, bond ratings, classification data, and other data received from investment managers and others.

“Master Terms” shall mean these Master Terms for Trust Agreements.

“Non-Tax Qualified Trust” shall mean each, and **“Non-Tax Qualified Trusts”** shall mean all, of the separate funds established for nuclear decommissioning, which are not tax qualified under Section 468A.

“**NRC**” shall mean the United States Nuclear Regulatory Commission and any successor agency thereto.

“**Plant**” shall mean each, and “**Plants**” shall mean all, of the nuclear power plants listed on the separate Schedules attached to the Trust Agreements, as such Schedules may be supplemented from time to time by ZionSolutions by written notice to the Trustee. Each unit of a multi-unit nuclear power plant site shall be considered as a separate Plant for the purposes of this Agreement.

“**Qualified Costs**” shall mean the costs incurred in the decommissioning of a Plant (including, in the case of a multi-unit nuclear power plant site, any related common facilities), to the extent that such costs may be paid out of a Trust without contravening Applicable Regulatory Requirements. For a Tax-Qualified Trust, the applicable regulations will include the provisions of Section 468A.

“**Service**” shall mean the Internal Revenue Service.

“**Tax-Qualified Trust**” shall mean each, and “**Tax-Qualified Trusts**” shall mean all, of the separate funds established for nuclear decommissioning under Section 468A.

“**Trust**” shall mean each, and “**Trusts**” shall mean all, of the funds created under the Trust Agreements, as such Agreements may be supplemented from time to time by ZionSolutions by written notice to the Trustee.

“**Withdrawal Certificate**” shall mean a document properly completed and executed by an Authorized Officer substantially in the form of Exhibits B-1 and B-2 hereto.

“**ZionSolutions**” shall mean ZionSolutions, LLC.

1.2 *Names of Trusts.* Each Non-Tax Qualified Trust created under the Non-Tax Qualified Nuclear Decommissioning Master Trust Agreement shall be known as the “[Name of Plant] Non-Tax Qualified Trust.” Non-Tax Qualified Trusts, collectively, shall be known as the “Non-Tax Qualified Trust Funds.” Each Tax-Qualified Trust created under the Tax-Qualified Nuclear Decommissioning Master Trust Agreement shall be known as the “[Name of Plant] Tax-Qualified Trust”, collectively, shall be known as the “Tax-Qualified Trust Funds.”

1.3 *Purpose of Trust Agreement.* The purpose of this Trust Agreement is to provide funds for the contemplated decommissioning of the Plants listed on the separate Schedules attached hereto, and to comply with Applicable Regulatory Requirements. Tax-Qualified Trusts shall constitute “nuclear decommissioning reserve funds” within the meaning of Section 468A, and the assets of the Tax-Qualified Trusts must be used as authorized by Section 468A.

ARTICLE 2: ESTABLISHMENT OF SEPARATE TRUSTS AND DISPOSITIVE PROVISIONS

The Trustee shall manage, invest, reinvest and, after payment of the expenses described in Section 4.1 hereof, distribute each Trust as follows:

2.1 Deferral of Trust Distributions. For each month in which ZionSolutions fails to achieve any Site Restoration Milestone by the applicable date determined in accordance with the Lease Agreement (as extended, if applicable, by any conditions of Force Majeure or Schedule Extension Conditions) as evidenced by a certificate and sworn statement of an Authorized Officer presented to the Trustee, the Trustee shall defer a portion of the aggregate receivables otherwise available to be disbursed to ZionSolutions or its affiliates ("Receivables") from the Trusts by a sum equal to the lesser of (a) \$5,000,000 (pro rated if the failure to achieve a Site Restoration Milestone continued for a period of less than 30 days since it first occurred or since the date of the previous reimbursement request) or (b) the amount of the Receivables requested in the pending Disbursement Certificate or Withdrawal Certificate. ZionSolutions shall indicate in such certificate the amount to be deferred. Such monthly deferrals of Receivables shall continue (and any such deferred Receivables shall not be submitted for reimbursement from the Trust) until completion of the applicable Site Restoration Milestone, as evidenced by a subsequent certificate and sworn statement of an Authorized Officer, at which time such Receivables that have been deferred in accordance with this Section 2.1 may be disbursed, without interest, from the Trusts, subject to any other applicable limitation. Disbursements to third parties that are not affiliates of ZionSolutions, or reimbursement of Qualified Costs actually incurred by ZionSolutions and paid to third parties not affiliated with ZionSolutions, shall be not be affected by this provision, and, except as otherwise provided in this Agreement, nothing shall restrict distributions from the Trusts to meet such obligations. In addition to the foregoing limitations on disbursements from the Trust, the Trustee shall not make a disbursement from the Trusts (unless authorized in writing by ExGen) if, as evidenced by a certificate and sworn statement from an Authorized Officer presented to the Trustee (a) immediately prior to such requested disbursement, Costs to Completion exceed Projected NDT Value or (b) after giving effect to such requested disbursement, Costs to Completion will exceed Projected NDT Value, unless, in the case of either clause (a) or (b), ZionSolutions has certified that it has complied with all applicable requirements of Section 6.21 of the Asset Sale Agreement. The Trustee shall be under no duty to inquire into the correctness or accuracy of matters contained in a certificate presented pursuant to the provisions of this Section unless representatives of the Trustee then approving any withdrawal or disbursement based on such certificate have actual knowledge of the falsity of any statements made therein.

2.2 Payment of Nuclear Decommissioning Costs.

(a) Subject to the restrictions contained in Sections 2.1 and 2.2(d), the Trustee shall make payments of Qualified Costs in accordance with the following procedures:

(i) *Disbursements to Third Parties.* The Trustee shall make payments of Qualified Costs to any person (other than ZionSolutions) for goods provided or labor or other services rendered to ZionSolutions in connection with the decommissioning of a Plant as described in a Disbursement Certificate.

(ii) *Reimbursement.* The Trustee shall make payments to ZionSolutions in reimbursement of Qualified Costs actually incurred by

ZionSolutions or incurred and paid by ZionSolutions to any other person as described in a Withdrawal Certificate.

(b) The Trustee shall be under no duty to inquire into the correctness or accuracy of matters contained in a Disbursement Certificate or Withdrawal Certificate unless representatives of the Trustee then approving any withdrawal or disbursement based on such certificate have actual knowledge of the falsity of any statements made therein.

(c) ZionSolutions hereby agrees to indemnify the Trustee and hold it harmless from any tax imposed pursuant to Section 4951 with respect to a disbursement or reimbursement made by the Trustee pursuant to this Section 2.2 in reliance on a Disbursement Certificate or a Withdrawal Certificate, *provided* representatives of the Trustee then approving such disbursement or reimbursement do not have actual knowledge of the falsity of any statements made in the related Disbursement Certificate or Withdrawal Certificate that would have prevented the imposition of such tax.

(d) Except for administrative costs and taxes as provided in Sections 2.5 and 4.1 hereof, no disbursements or payments from the Trusts shall be made by the Trustee:

(i) where such proposed disbursement or payment either in whole or in part is not for Qualified Costs; and

(ii) unless the Disbursement Certificate or Withdrawal Certificate (a "Distribution Request") presented to the Trustee contains a certificate and sworn statement from an Authorized Officer setting forth as of the date specified in such Distribution Request (a) project costs and expenses incurred for each Major Budget Category in the Project Budget and detailed work breakdown structure line items identified in the level three schedule within each Major Budget Category (b) the aggregate amount of such Distribution Request, and (c) a certification and sworn statement from an Authorized Officer that (1) the project work and materials and services for which the distribution is requested have been performed or delivered in connection with the Decommissioning and other work required to achieve End State Conditions, and (2) ZionSolutions has complied with all requirements of Section 6.21 of the Asset Sale Agreement; and

(iii) unless the Distribution Request presented to the Trustee contains a certificate and sworn statement from an Authorized Officer confirming that ZionSolutions has not failed to achieve a Site Restoration Milestone as described in Section 2.1, or if ZionSolutions has failed to achieve a Site Restoration Milestone, a reasonably detailed description of the Site Restoration Milestone that ZionSolutions has failed to achieve, including the applicable date on which the Site Restoration Milestone was to be achieved, determined in accordance with the Lease Agreement, and either the date on which the Site Restoration Milestone

was subsequently achieved or a statement that the Site Restoration Milestone has not been achieved and receivables are subject to deferral pursuant to Section 2.1.

(iv) unless the Trustee (or ZionSolutions) has first provided 30 business days prior written notice of such disbursement or payment to the NRC Director, Office of Nuclear Reactor Regulation. The payment or disbursement may proceed upon expiration of said 30 business days if the Trustee has not received written notice of objection from said Director.

2.3 [Intentionally Deleted]

2.4 [Intentionally Deleted]

2.5 *Remittance and Payment of Taxes*

(a) *Payment of Taxes Owed on Tax-Qualified Trusts.* The Trustee shall pay out of each separate Trust any Federal and at the direction of ZionSolutions, if applicable, state and local taxes on the income of such Trust, including any Final Tax Liabilities, as and when due in accordance with the returns prepared pursuant to Section 3.5 hereof. Payment of any Final Tax Liabilities will be made directly by the Trustee to the Service or appropriate state or local government within the appropriate time required by the Service or state or local government.

(b) *Remittance of Taxes for Non-Tax Qualified Trusts.* The Trustee shall remit to ZionSolutions, within 15 business days after a ZionSolutions request therefor the amount from each Trust which ZionSolutions certifies in writing as the amount by which ZionSolutions' Federal and, if applicable, state income taxes for the preceding fiscal year were increased by the net income of such Trust. The Trustee shall be under no duty to inquire into the correctness or accuracy of any such certificate.

(c) *Unrelated Business Taxable Income.* To the extent that assets of any Trust(s) are segregated in an investment management account pursuant to Section 3.8(a) hereof, the Investment Manager shall have the sole responsibility to make any determination as to whether any investment of such assets results in unrelated business taxable income and shall prepare any applicable tax returns, tax information returns and/or other reports pursuant to Section 3.5. The Trustee shall act at the direction of the Investment Manager consistent with the provisions of Sections 2.5(a), 2.5(b) and 3.5 hereof.

2.6 *Remittance of certain expenses of ExGen Agreements.* The Trustee shall remit to ZionSolutions, within 15 business days after a ZionSolutions request therefor the amount from each Trust which ZionSolutions certifies in writing as the expenses for trustee and asset management fees and other administrative expenses of the ExGen Tax-Qualified Agreement and the ExGen Non-Tax Qualified Agreement relating to transactions occurring on or prior to the Closing Date that become due on or after the Closing Date as required under Section 6.12 of the Asset Sale Agreement. Within 15 days after receipt of any such expense reimbursement from the Trustee, ZionSolutions will remit such expense reimbursement to ExGen.

2.7 *Time of Termination.* Each Trust under the Trust Agreements shall terminate in whole, to the extent provided in this Section 2.7, upon the earlier to occur of the following events:

(a) The achievement of End State Conditions required under the Asset Sale Agreement and the Lease Agreement, as evidenced to the Trustee by the written certification of an Authorized Officer and a confirming written certification of ExGen .

(b) The distribution of all of the assets from the Trust.

The Trust Fund shall terminate when all of the separate Trusts have terminated.

2.8 *Distribution of Trust Upon Termination.* Upon the later of termination of the Tax-Qualified Trust or the Non-Tax Qualified Trust for the Plant ("Trust Termination Date"), the Trustee shall distribute the entire remaining amount of the Trust for the Plant, including all accrued, accumulated, and undistributed net income as reduced by any Taxes and Trustee and asset management fees and other administrative expenses of the Trusts relating to transactions on or prior to the Trust Termination Date, to a nuclear decommissioning trust or trusts established by ExGen as ExGen and ComEd may direct by their joint written direction to the Trustee. The interest of ComEd or ExGen in any Trust is not subject to the claims of creditors of ComEd or ExGen.

2.9 *Alterations and Amendments.* The Trustee and ZionSolutions understand and agree that amendments may be required to the Trust Agreements and/or these Master Terms from time to time to effectuate the purpose of the Trust Agreements and to comply with amendments to or changes in Applicable Regulatory Requirements, changes in tax laws (including Section 468A), regulations or rulings (whether published or private) of the Service (whether or not directly relating to Section 468A), and any other changes in the laws applicable to ZionSolutions, the Plants or the Trusts created in the Trust Agreements. ZionSolutions and the Trustee may amend the Trust Agreements and/or these Master Terms to the extent necessary or desirable to effectuate such purpose or to comply with such changes; *provided, however*, that: (a) neither the Trust Agreements nor these Master Terms may be amended so as to violate Section 468A; (b) Section 3.11 of the Trust Agreements may not be amended without the prior written approval of ComEd; (c) Sections 2.1, 2.2, 2.4, and 2.7 of the Master Terms may not be amended without the prior written approval of ExGen; (d) Sections 1.04 and 3.07 of the Trust Agreements and Section 2.8 and this Section 2.9 of the Master Terms may not be amended without the prior written approval of ComEd and ExGen; and (e) neither the Trust Agreements and nor these Master Terms may be modified in any material respect without first providing 30 days' prior written notice to the NRC Director, Office of Nuclear Reactor Regulation and to ExGen and ComEd, and absent notice of objection from the NRC Director, Office of Nuclear Reactor Regulation, ExGen or ComEd, prior to the effective date of any such amendment. ZionSolutions shall furnish the Trustee with an opinion of legal counsel that any such amendment does not violate Applicable Regulatory Requirements, and would not result in the disqualification of the Tax-Qualified Trusts as "nuclear decommissioning reserve funds" under Section 468A, and that all necessary approvals to such amendment have been obtained. Notwithstanding the foregoing, the Trustee may decline to adopt such amendment, if such amendment materially increases the

expenses or responsibilities of the Trustee and no adequate provision has been made to compensate the Trustee for such increase, or if the Trustee would be unable with reasonable effort to comply with its duties as to be amended.

2.10 *No Authority to Conduct Business.* The purpose of the Trust Agreements is limited to the matters set forth in Section 1.3 hereof. Neither the Trust Agreement nor these Master Terms shall be construed to confer upon the Trustee any authority to conduct business.

ARTICLE 3: GENERAL PROVISIONS RELATING TO THE TRUSTEE

The appointment of any successor Trustee, provisions governing resignation and compensation of the Trustee, and the general rules governing the relationships of the Trustee and ZionSolutions and any third parties are as follows:

3.1 *Designation and Qualification of Successor Trustees.* At any time during the term of the Trust Agreements, ZionSolutions shall have the right, with respect to the Trust(s), to remove the Trustee acting under the Trust Agreements and appoint another qualified entity as a successor trustee upon 60 days' notice in writing to the Trustee, or upon such shorter notice as may be acceptable to the Trustee. Any Trustee shall have the right to resign at any time upon 60 days' notice in writing to ZionSolutions for the affected Trust(s) and upon such resignation ZionSolutions shall appoint another qualified entity as a successor Trustee for the Trust(s).

Any successor Trustee shall qualify by a duly acknowledged acceptance of the Trust Agreements, the Trusts created thereunder and these Master Terms, delivered to ZionSolutions. Upon acceptance of such appointment by the successor Trustee, the Trustee shall transfer to such successor Trustee the Trust Fund. Any successor Trustee shall have all the rights, powers, duties and obligations herein granted to the original Trustee.

If for any reason ZionSolutions is unable to or does not appoint a successor Trustee within 90 days after the resignation or removal of the Trustee for the Trust(s) as provided above, ZionSolutions, or the Trustee may apply to a court of competent jurisdiction for the appointment of a successor Trustee.

3.2 *Compensation and Reimbursement.* The Trustee shall be entitled to compensation from each Trust held under the Trust Agreements at such rates as may be approved in writing from time to time by ZionSolutions. Subject to the approval of ZionSolutions (which shall not be unreasonably withheld or delayed), the Trustee shall be entitled to be reimbursed from each Trust held hereunder for out-of-pocket expenses, including, but not limited to, expenses of agents, auditors and counsel, incurred in connection with the administration of such Trust. ZionSolutions acknowledges that, as disclosed in the Trustee's float policy and as part of the Trustee's compensation, the Trustee will earn interest on balances, including disbursement balances and balances arising from purchase and sale transactions. Expenses for which ZionSolutions may reimburse the Trustee also include taxes of any kind whatsoever that may be levied or assessed under existing or future laws of any jurisdiction upon or in respect of the Trust. The Trustee may take all action necessary to pay for, and settle, Authorized Transactions,

including exercising the power to borrow or raise monies from the Trustee in its corporate capacity or an affiliate. To secure expenses and advances made to settle or pay for Authorized Transactions, including payment for securities and disbursements, ZionSolutions grants to the Trustee a first priority security interest in the Trust, all Property therein, all income, substitutions and proceeds, whether now owned or hereafter acquired (the "Collateral"); provided that ZionSolutions does not grant the Trustee a security interest in any securities issued by an affiliate of the Trustee (as defined in Section 23A of the Federal Reserve Act). The parties intend that as the securities intermediary with respect to the Collateral, the Trustee's security interest shall automatically be perfected when it attaches. The Trustee shall be entitled to collect from the Trust sufficient cash for reimbursement and, if such cash is insufficient, dispose of the assets of the Trust to the extent necessary to obtain reimbursement. To the extent the Trustee advances funds to the Trust for disbursements or to effect the settlement of purchase transactions, the Trustee shall be entitled to collect from the Trust reasonable charges established under the Trustee's standard overdraft terms, conditions and procedures.

3.3 *Transactions With Third Parties.* No person or organization dealing with the Trustee shall be required to inquire into or to investigate its authority for entering into any transaction or to see to the application of the proceeds of any such transaction.

3.4 *Financial Statements.* The Trustee shall furnish monthly audited statements for each Trust to ZionSolutions not later than the 15th business day of the following month. The statements shall show the financial condition of the Trust, including, without limitation, the market value of the assets, and the income and expenses of each Trust for the period since the preceding statement. Any such statement may be approved by ZionSolutions with respect to the Trust(s) by written notice to the Trustee or by failure to object to such statement within 180 days after the date upon which such statement was delivered to ZionSolutions. The approval of any such statement shall constitute a full and complete discharge of the Trustee as to all matters set forth in such statement; *provided, however*, that the foregoing shall not relieve or absolve the Trustee from any liability associated with a failure to perform its fiduciary responsibilities. The statements shall be audited upon direction of ZionSolutions with respect to the Trust(s) by independent certified public accountants, subject to the limitations contained in Section 4.9 hereof. In providing pricing or other Market Data in connection with this Agreement, the Trustee is authorized to use Data Providers to provide such Market Data. The Trustee may follow Authorized Instructions in providing pricing or other Market Data, even if such instructions direct the Trustee to override its usual procedures and Market Data sources. The Trustee shall be entitled to rely without inquiry on all Market Data (and all Authorized Instructions related to Market Data) provided to it, and the Trustee shall not be liable for any Losses incurred as a result of errors or omissions with respect to any Market Data utilized by the Trustee or ZionSolutions hereunder. ZionSolutions acknowledges that certain pricing or valuation information may be based on calculated amounts rather than actual market transactions and may not reflect actual market values, and that the variance between such calculated amounts and actual market values may be material. Market Data may be the intellectual property of the Data Providers, which may impose additional terms and conditions upon ZionSolutions's use of the Market Data. The additional terms and conditions can be found on the Data Terms Website.

3.5 *Tax Returns, Tax Information Returns and Other Reports.* The Trustee shall prepare or cause to be prepared such income or other tax returns for the Tax-Qualified Trusts, and tax information returns and such reports as may be required from time to time for the Non-Tax Qualified Trusts, and shall provide copies thereof to ZionSolutions in advance of its filing for review. The Trustee shall provide to ZionSolutions all statements, documents, lists, or other information related to such tax returns and information returns reasonably requested by ZionSolutions. The Trustee shall also sign all such income or other tax returns and information returns, and the Trustee shall file them or cause them to be filed with the appropriate government agencies. The Trustee shall cooperate with all requests made by regulatory agencies related to such tax returns and information returns and shall provide copies to ZionSolutions in advance of all information related to such tax returns and information returns submitted by the Trustee to regulatory agencies (unless prohibited by the terms of such request). Notwithstanding the foregoing, no such notice shall be required in the case of disclosure by the Trustee to any of its regulators. With respect to the Tax-Qualified Trusts, the Trustee, or the Investment Manager with respect to an "investment manager account" (as hereinafter defined) (and, in either case, not the Trusts), shall also be liable for any tax imposed pursuant to Section 4951, as such section is made applicable to the Trusts, the Trust Fund, or the Trustee, and any applicable successor provision.

3.6 *Nominees; Depositories.* The Trustee may cause any investment, either in whole or in part, in the Trust to be registered in, or transferred into, the Trustee's name or the names of a nominee or nominees, including but not limited to that of the Trustee or an affiliate of the Trustee, a clearing corporation, or a depository, or in book entry form, or to retain any such investment unregistered or in a form permitting transfer by delivery, provided that the books and records of the Trustee shall at all times show that such investments are a part of the Trust; and to cause any such investment, or the evidence thereof, to be held by the Trustee, in a depository, in a clearing corporation, in book entry form, or by any subcustodian or other entity or in any other manner permitted by law; provided that the Trustee shall not be responsible for any losses resulting from the deposit or maintenance of securities or other property (in accordance with market practice, custom, or regulation) with any recognized foreign or domestic clearing facility, book-entry system, centralized custodial depository, or similar organization.

3.7 *Future Orders.* ZionSolutions shall promptly advise the Trustee in writing of the existence of any Future Orders having the effect of imposing new or different responsibilities upon the Trustee under the Trust Agreements or the Master Terms.

3.8 *Appointment of Investment Manager.*

(a) ZionSolutions shall have the right from time to time to appoint and remove one or more Investment Managers for their respective Trust(s) held under the applicable Trust Agreement and to direct the segregation of any part or all of any such Trust into one or more accounts to be known as "*investment manager accounts*" and if ZionSolutions does so, it shall appoint an individual, partnership, association, or corporation as Investment Manager to manage the portion of any Trust so segregated, *provided, however*, that ZionSolutions, its affiliates, and its subsidiaries and persons

representing them shall not provide day-to-day management direction of investments or direction on individual investments to either the Trustee or an investment manager. Written notice of any such appointment and/or removal shall be given to the Trustee and the Investment Manager so appointed. The appointment, after the date hereof, shall be accomplished using an investment manager agreement signed by ZionSolutions and the Investment Manager. The Trustee may assume that any investment manager account previously established and the prior appointment of any Investment Manager for that account continues in force until receipt of written notice to the contrary from ZionSolutions. As long as the Investment Manager is acting, the Investment Manager shall have full authority to direct the acquisition, retention and disposition of the assets from time to time comprising the investment manager account being managed by the Investment Manager, in accordance with Sections 2.5(c), 4.2, 4.3, 4.4 and 4.5 hereof. Upon the segregation of the assets in accordance with ZionSolutions instructions, the Trustee, as to those assets while so separated, shall be released and relieved of all investment duties, investment responsibilities and investment liabilities normally or statutorily incident to a trustee; *provided, however*, that the Trustee shall review the transactions in each investment manager account for the purpose of determining whether any assets acquired or any pending asset acquisitions (as to which the Trustee has been given information) are Prohibited Investments as provided in Section 4.3 hereof. In the event that the Trustee determines as a result of any such review that an investment is a Prohibited Investment as provided in Section 4.3, hereof, then it shall notify ZionSolutions and the applicable Investment Manager within a reasonable period of time after such determination by telephone, with confirmation in writing. The Trustee shall retain all other fiduciary duties with respect to assets the investment of which is directed by investment managers.

(b) ZionSolutions hereby agrees to indemnify the Trustee and hold it harmless from any liability or expense incurred without negligence, willful misconduct, recklessness or bad faith on the part of the Trustee, in connection with or arising out of: (i) any action taken or omitted or any investment or disbursement of any part of the investment manager account made by the Trustee at the direction of the Investment Manager, or (ii) any action taken by the Trustee pursuant to notification of an order issued by an Investment Manager to purchase or sell securities directly to a broker or dealer under a power of attorney.

(c) To the extent that ZionSolutions notifies the Trustee with respect to their respective Trust(s) that any Trust assets are currently not allocated to an investment manager account, to the extent agreed to by the Trustee in writing, the Trustee shall have investment responsibility for such assets until further notice from ZionSolutions, and shall hold, invest and reinvest such assets subject to any investment guidelines issued to it by ZionSolutions, and subject further to the provisions of Sections 4.2 and 4.3 hereof.

3.9 *Use of Subordinated Trusts.* ZionSolutions shall have the right to direct the segregation of any part of the Trusts into one or more "***Subordinated Trusts.***" If ZionSolutions does so, it shall appoint a corporate trustee as Subordinated Trustee to manage the portion of any trust so segregated. Written notice of any such appointment and/or removal shall be given to the

NRC, ExGen and the Trustee, and ZionSolutions shall direct the Trustee to enter into such trust agreement with each Subordinated Trustee as ZionSolutions determines is appropriate. A copy of the subordinated trust will be provided to the NRC and ExGen by ZionSolutions prior to its creation.

The Subordinated Trust shall be under the control of the Subordinated Trustee. The Subordinated Trustee shall be responsible for complying with the provisions of Sections 2.2, 4.2, 4.3 and 4.4 hereof, and the Trustee shall have no responsibility therefore; *provided, however*, that if the Trustee has actual knowledge of an action taken by the Subordinated Trustee in violation of or noncompliance with any of the provisions of Sections 2.2, 4.2, 4.3 or 4.4 hereof, the Trustee shall have a duty to promptly inform ZionSolutions of such violation or noncompliance.

ZionSolutions will indemnify the Trustee and hold it harmless from any liability or expense in connection with or arising out of the actions of the Subordinated Trustee with respect to the Subordinated Trust account.

3.10 *Certain Duties and Responsibilities of the Trustee.*

(a) In the absence of bad faith on its part, the Trustee may conclusively rely upon certificates or opinions furnished to the Trustee and conforming to the requirements of the Trust Agreements and these Master Terms; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall have no duty to examine the same to determine whether they conform to the requirements of the Trust Agreements and these Master Terms unless the representative of the Trustee involved with the certificate in question has actual knowledge of the falsity of any statement made therein.

(b) In performing its duties under this Agreement, the Trustee shall exercise the same care and diligence that it would devote to its own property in like circumstances. The duties of the Trustee shall only be those specifically undertaken pursuant to this Agreement. The Trustee shall not be liable for any action taken by it in good faith and without negligence and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement and may consult with counsel of its own choice (including counsel for ZionSolutions) and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and without negligence and in accordance with the opinion of such counsel. ZionSolutions hereby agrees to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence, willful misconduct or bad faith on the part of the Trustee, arising out of or in connection with its entering into this Agreement and carrying out its duties hereunder, including the costs and expenses of defending itself against any claim of liability. Except as otherwise provided in this Agreement, the Trustee shall be liable for the actions of its nominees and the agents it selects.

(c) The Trustee shall not be responsible or liable for any losses or damages suffered by the Trust arising as a result of the insolvency of any custodian, subtrustee or

subcustodian, except to the extent the Trustee was negligent in its selection or continued retention of such entity. Under no circumstances shall the Trustee be liable for any indirect, consequential, or special damages with respect to its role as Trustee.

3.11 *Certain Rights of Trustee.*

(a) ZionSolutions shall notify the Trustee in writing of the identity of all Authorized Officers and the rights, powers and duties of each such person or or entity. Any Investment Manager appointed pursuant to Section 3.8 of this Agreement shall notify the Trustee in writing of all persons or entities who are authorized to act on its behalf and the rights, powers and duties of each such person or entity. The Trustee shall be entitled to deal with any such person or entity identified by ZionSolutions or by an Investment Manager (“Authorized Party” or “Authorized Parties”) until notified otherwise in writing.

(b) “Authorized Instructions” shall mean (i) all directions to the Trustee from an Authorized Party pursuant to the terms of this Agreement; (ii) all directions by or on behalf of ZionSolutions to the Trustee in its corporate capacity (or any of its affiliates) with respect to contracts for foreign exchange; (iii) all directions by or on behalf of ZionSolutions pursuant to an agreement with Trustee (or any of its affiliates) with respect to disbursement services or information or transactional services provided via a web site sponsored by the Trustee (or any of its affiliates) (e.g., the “Workbench web site”) and (iv) all directions by or on behalf of ZionSolutions pursuant to any other agreement or procedure between the Trustee (or any of its affiliates) and ZionSolutions, if such agreement or procedure specifically provides that authorized persons thereunder are deemed to be authorized to give instructions under this Agreement. Authorized Instructions shall be in writing, transmitted by first class mail, overnight delivery, private courier, facsimile, or shall be an electronic transmission subject to the Trustee’s policies and procedures, other institutional delivery systems or trade matching utilities as directed by an Authorized Party and supported by the Trustee, or other methods agreed upon in writing by ZionSolutions and the Trustee. The Trustee may, in its discretion, accept oral directions and may require confirmation in writing. However, where the Trustee acts on an oral direction prior to receipt of a written confirmation, the Trustee shall not be liable if a subsequent written confirmation fails to conform to the oral direction.

(c) The Trustee shall be fully protected in acting in accordance with all instructions that the Trustee reasonably believes to be Authorized Instructions.

(d) “Authorized Transactions” shall mean any action or series of actions resulting from Authorized Instructions.

(e) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by the Trust Agreements at the request or direction of ZionSolutions pursuant to the Trust Agreements or these Master Terms, unless ZionSolutions shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

(f) Notwithstanding anything in this Agreement to the contrary, the Trustee shall not be responsible or liable for its failure to perform under this Agreement or for any losses to the Trust resulting from any event beyond the reasonable control of the Trustee, its agents or subcustodians, including but not limited to nationalization, strikes, expropriation, devaluation, seizure, or similar action by any governmental authority, de facto or de jure; or enactment, promulgation, imposition or enforcement by any such governmental authority of currency restrictions, exchange controls, levies or other charges affecting the Trust's property; or the breakdown, failure or malfunction of any utilities or telecommunications systems; or any order or regulation of any banking or securities industry including changes in market rules and market conditions affecting the execution or settlement of transactions; or acts of war, terrorism, insurrection or revolution; or acts of God; or any other similar event. This Section shall survive the termination of this Agreement.

ARTICLE 4: TRUSTEE'S POWERS

The Trustee shall have, with respect to each Trust held under the Trust Agreements, the following powers, all of which powers are fiduciary powers to be exercised in a fiduciary capacity and in the best interests of such Trust, and which are to be exercised as the Trustee, acting in such fiduciary capacity, in its discretion, shall determine, except that the Trustee shall not act in its discretion but only at the direction of an appointed Investment Manager in the exercise of those powers given in Sections 4.2, 4.3, 4.4 and 4.5 hereof with respect to the acquisition, retention, and disposition of the assets of an investment manager account, which are intended in no way to limit the general powers of the office. The Subordinated Trustee shall have those powers set forth in an appropriate Subordinated Trust Agreement, which shall not be inconsistent with the material terms of the Trust Agreement or these Master Terms.

4.1 *Payment of or Provision for Expenses of Administration.* The Trustee shall have the power to incur, pay or make provision for any and all charges, taxes, and expenses upon or connected with each Trust held under the Trust Agreements in the discharge of its fiduciary obligations thereunder (and other incidental expenses of the Trusts (including legal, accounting, actuarial and trustee expenses)), but to charge said amounts to such Trust only to the extent that such amounts are directed to be paid from such Trust by ZionSolutions pursuant to Section 3.2 hereof or, in the case of Tax-Qualified Trusts, as may be incurred and paid from such Trust without causing the Trust to become disqualified under Section 468A.

4.2 *Investment of Trust Fund: Prudent Investor Standard.*

(a) Pending any other permissible use of any Trust held under the Trust Agreements, and subject to the limitations provided in Section 4.3 of these Master Terms, the Trustee shall have the power and authority to invest and reinvest all or any part of the assets of such Trust, including any undistributed income therefrom, in a manner consistent with the "prudent investor" standard as specified in 18 CFR § 35.32(a)(3) of the Federal Energy Regulatory Commission regulations and in such a way as to attempt to achieve reasonable after-tax returns thereon, considering the pattern of cash flow,

decommissioning schedule and other such considerations made known to the Trustee by ZionSolutions. Any investment advisor or other person directing such investments shall adhere to the "prudent investor" standard, as specified in 18 CFR § 35.32(a)(3).

(b) In the exercise of the power and authority set forth in Section 4.2(a) hereof, the Trustee has the following powers and authority:

(i) to purchase, receive or subscribe for any securities or other property and to retain in trust such securities or other property;

(ii) to sell, exchange, convey, transfer, lend, or otherwise dispose of any property held in the Trusts and to make any sale by private contract or public auction; and no person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency or propriety of any such sale or other disposition;

(iii) to vote in person or by proxy any stocks, bonds or other securities held in the Trusts;

(iv) to exercise any rights appurtenant to any such stocks, bonds or other securities for the conversion thereof into other stocks, bonds or securities, or to exercise rights or options to subscribe for or purchase additional stocks, bonds or other securities, and to make any and all necessary payments with respect to any such conversion or exercise, as well as to write options with respect to such stocks and to enter into any transactions in other forms of options with respect to any options which the Trusts have outstanding at any time;

(v) to join in, dissent from or oppose the reorganization, recapitalization, consolidation, sale or merger of corporations or properties of which the Trusts may hold stocks, bonds or other securities or in which it may be interested, upon such terms and conditions as deemed wise, to pay any expenses, assessments or subscriptions in connection therewith, and to accept any securities or property, whether or not trustees would be authorized to invest in such securities or property, which may be issued upon any such reorganization, recapitalization, consolidation, sale or merger and thereafter to hold the same. To the extent that any securities that are accepted are attributable to an investment manager account, the provisions of Section 3.8(a) apply with respect to Trustee review for Prohibited Investments under Section 4.3 and notification of ZionSolutions and the applicable Investment Manager;

(vi) to enter into any type of contract with any insurance company or companies, either for the purposes of investment or otherwise; provided that no insurance company dealing with the Trustee shall be considered to be a party to the Trust Agreements and these Master Terms and shall only be bound by and held accountable to the extent of its contract with the Trustee. Except as otherwise provided by any contract, the insurance company need only look to the Trustee

with regard to any instructions issued and shall make disbursements or payments to any person, including the Trustee, as shall be directed by the Trustee. Where applicable, the Trustee shall be the sole owner of any and all insurance policies or contracts issued. Such contracts or policies, unless otherwise determined, shall be held as an asset of the Trusts for safekeeping or custodian purposes only;

(vii) to invest assets of the Trust in foreign and domestic futures contracts, options on futures contracts, options contracts, swaps, short sales and other derivative investments, and, in connection with such investments, to transfer assets of the Trust to brokers or other third parties as margin or collateral at the direction of the Investment Manager; *provided, however*, that the Investment Manager and Trustee shall have first entered into an appropriate account agreement with such broker or third party. Notwithstanding anything to the contrary contained in the Trust Agreements or these Master Terms, the Trustee shall have no custodial responsibility for any assets so transferred;

(viii) to invest in any collective, common or pooled trust fund operated or maintained exclusively for the commingling and collective investment of monies or other assets including any such fund operated or maintained by the Trustee or its affiliates. Notwithstanding the provisions of this Agreement which place restrictions upon the actions of the Trustee or an Investment Manager, to the extent monies or other assets are utilized to acquire units of any collective trust, the terms of the collective trust indenture shall solely govern the investment duties, responsibilities and powers of the trustee of such collective trust and, to the extent required by law, such terms, responsibilities and powers shall be incorporated herein by reference and shall be part of this Agreement. For purposes of valuation, the value of the interest maintained by the Fund in such collective trust shall be the fair market value of the collective fund units held, determined in accordance with generally recognized valuation procedures. ZionSolutions expressly understands and agrees that any such collective fund may provide for the lending of its securities by the collective fund trustee and that such collective fund's trustee will receive compensation from such collective fund for the lending of securities that is separate from any compensation of the Trustee hereunder, or any compensation of the collective fund trustee for the management of such collective fund. The Trustee is authorized to invest in a collective fund which invests in The Bank of New York Mellon Corporation stock in accordance with the terms and conditions of the Department of Labor Prohibited Transaction Exemption 95-56 (the "Exemption") granted to the Trustee and its affiliates and to use a cross-trading program in accordance with the Exemption. ZionSolutions acknowledges receipt of the notice entitled "Cross-Trading Information", a copy of which is attached to this Agreement as Exhibit C; and

(ix) to make foreign investments, including investments to be maintained abroad; *provided, however*, that such authority is limited to those

foreign jurisdictions in which the Trustee has selected a foreign custodian in accordance with Section 4.7 hereof.

Notwithstanding anything else in this Agreement to the contrary, including, without limitation, any specific or general power granted to the Trustee, including the power to invest in real property, no portion of the Fund shall be invested in real estate. For this purpose, "real estate" includes, but is not limited to, real property, leaseholds or mineral interests.

(c) ZionSolutions recognizes that settlements of transactions may be effected in trading and processing practices customary in the jurisdiction or market where the transaction occurs. ZionSolutions acknowledges that this may, in certain circumstances, require the delivery of cash or securities (or other property) without the concurrent receipt of securities (or other property) or cash and, in such circumstances, ZionSolutions shall have sole responsibility for non-receipt of payment (or late payment) by the counterparty.

(d) All investments must be sufficiently liquid to enable each Trust to fulfill the purpose of the Trust Agreements and to satisfy obligations as they become due as communicated in writing to the Trustee. Nothing in this Section 4.2 shall be construed as requiring the Trustee to make any investigation as to when any of the Plants may be decommissioned or when obligations relating to such decommissioning may be expected to become due.

4.3 *Prohibited Investments.* The Trustee shall assure that the assets of the Trusts are not invested or reinvested in the following Prohibited Investments:

(a) Any securities or other obligations of EnergySolutions, Inc. or affiliates thereof, or their successors or assigns; or

(b) Any securities or other obligations of any entity owning or operating one or more nuclear power plants; *provided, however*, that the foregoing restriction shall not prevent investments tied to market indices or other non-nuclear sector mutual funds; or

(c) Any investment which would contravene any Future Orders in effect at the time such investment or reinvestment is made and previously furnished to the Trustee with reference to the Trusts; or

(d) Any investment not permitted under Section 468A of the Code;

provided, however, that the with respect to the securities and obligations prohibited under clauses (a) and (b), ZionSolutions provides a list of such securities and obligations and their issuer code and/or CUSIPs.

4.4 *Management of Trusts.*

(a) The Trustee shall have the power to sell, exchange or otherwise dispose of all or any part of any Trust held hereunder, without prior application to or approval by or order of any court, upon such terms and in such manner and at such prices as the Trustee shall determine; to modify, renew, or extend, bonds, notes, or other obligations or any installment of principal thereof or any interest due thereon and to waive any defaults in the performance of the terms and conditions thereof; and to execute and deliver any and all assignments, bonds, or other instruments in connection with these powers, at such times, in such manner and upon such terms and conditions as the Trustee may be deemed expedient. The Trustee's determinations of manner of sales, terms, prices and the exercise of other powers granted herein, if reasonably made, are not to be questioned.

(b) Notwithstanding anything contained in the Trust Agreements or these Master Terms to the contrary, the Trustee may not authorize or carry out any sale, exchange, or other transaction between any Trust and the Trustee or any affiliate of the Trustee, or any "disqualified person" within the meaning of Section 4951, except the payment of compensation and expenses pursuant to Section 3.2 hereof, or unless such transaction is not an act of "self-dealing" within the meaning of Treasury Regulation 1.468A-5(b). The Trustee shall not cause any Trust to engage in any act of self-dealing with ZionSolutions or any affiliate of ZionSolutions. ZionSolutions agrees to furnish the Trustee with the identity of persons who are "disqualified persons" within the meaning of Section 4951 by reason of their affiliation with ZionSolutions.

4.5 *Extension of Obligations and Negotiation of Claims.* Subject to the limitations contained in Sections 4.2, 4.3 and 4.4 hereof, the Trustee shall have the power to renew or extend the time of payment of any obligation, secured or unsecured, payable to or by any Trust, for as long a period or periods of time and on such terms as it shall determine; and, subject to the approval of ZionSolutions (which shall not be unreasonably withheld or delayed), to adjust, settle, compromise, and arbitrate claims or demands in favor of or against any Trust, including claims for taxes, upon such terms as it deems advisable.

4.6 [Intentionally Deleted]

4.7 *Foreign Custodians.*

(a) The Trustee shall have the power to appoint foreign custodians as agent of the Trustee to custody foreign securities holdings of the Trust or any investment manager account. Custody of foreign investments shall be maintained with foreign custodians selected by the Trustee. In the case of an investment manager account, the Investment Manager shall have sole responsibility for the decision to maintain the custody of foreign investments in its investment manager account abroad, which decision shall be subject to the limitation contained in the foregoing second sentence of this Section 4.7(a). The Trustee shall have no responsibility for losses to the Trust resulting from the acts or omissions of any foreign custodian appointed by the Trustee unless due to the foreign custodian's fraud, negligence or willful misconduct.

(b) The Trustee shall have the power to utilize any tax reclaim procedures with respect to taxes withheld to which the Trust may be entitled under applicable tax laws, treaties and regulations; provided that any exercise of such power by the Trustee shall be on a reasonable efforts basis.

4.8 *Securities Lending.* Pursuant to a written agreement between the Trustee and ZionSolutions, the Trustee shall have authority to lend the assets of the Trusts.

4.9 *Retention and Removal of Professional Service Providers.* The Trustee shall have the power to employ attorneys, accountants, agents, and custodians as it shall deem advisable and to make such payments thereof as the Trustee shall deem reasonable for the implementation of the purpose of the Trust Agreements. The Trustee shall have the absolute right to dismiss any such agents for any reason whatsoever; *provided* that the Trustee's selection of an accounting firm shall be subject to the prior consent of ZionSolutions, which consent shall not be unreasonably withheld.

4.10 *Delegation of Ministerial Powers.* The Trustee shall have the power to delegate to other persons such ministerial powers and duties as it may deem to be advisable.

4.11 *Discretion in Exercise of Powers.* The Trustee shall have the power to do any and all other acts which the Trustee shall deem proper to effectuate the powers specifically conferred upon it by the Trust Agreements and these Master Terms; *provided, however*, that this Section 4.11 shall not authorize the Trustee to do any act or participate in any transaction which would (a) contravene any provision of the Trust Agreements or these Master Terms; (b) violate the terms and conditions of, or cause any Trust held under the Trust Agreements not to satisfy Applicable Regulatory Requirements; or (c) disqualify any of the Tax-Qualified Trusts as "nuclear decommissioning reserve funds" under Section 468A.

EXHIBIT A-1

**DISBURSEMENT CERTIFICATE
Tax-Qualified Decommissioning Trust**

The undersigned, being a duly Authorized Officer of ZionSolutions, LLC, a Delaware limited liability company (“**ZionSolutions**”), and, in such capacity, being duly authorized and empowered to execute and deliver this certificate, hereby certifies to the Trustee of the ZionSolutions, LLC Tax Qualified Decommissioning Trust—[name of Plant(s)] (the “**Trust(s)**”), pursuant to Section 2.2(a)(i) of the Master Terms (the “**Master Terms**”), between ZionSolutions and the Trustee, as follows:

(a) There is due and owing to each Payee identified on Exhibit 1 attached hereto (“**Payees**”) [all/a portion of] the invoiced cost to ZionSolutions for goods or services provided in connection with the Decommissioning and other work required to achieve End State Conditions at the [name of Plant(s)] as evidenced by the Invoice Schedule (with supporting exhibits) attached as Exhibit 1 hereto;

(b) All such amounts due and owing to such Payees constitute
Qualified Costs;

(c) All conditions precedent to the making of this disbursement set forth in any agreement between each such Payee and ZionSolutions have been fulfilled;

(d) No Payee is a “disqualified person” within the meaning of Section 4951 or Section 468A by reason of an affiliation with ZionSolutions or, if any are, then the payment constitutes compensation or payment or reimbursement of expenses which are reasonable and necessary to carry out the purpose of the Trust(s) and the payment is not excessive;

(e) The payment of the amounts owing meets Applicable Regulatory Requirements, requirements of the Code, and all necessary consents and approvals for such payment have been obtained;

(f) Pursuant to Section 2.2(d)(ii) of the Master Terms, Exhibit 2 attached hereto sets forth as of the date of this Disbursement Certificate project costs and expenses incurred for each Major Budget Category in the Project Budget and detailed work breakdown structure line items identified in the level 3 schedule within each Major Budget Category, and furthermore ZionSolutions has complied in all other respects with the requirements of Section 6.21 of the Asset Sale Agreement and the requested disbursement does not exceed any applicable limitation of Section 2.1 of the Master Terms; and

(g) Pursuant to Section 2.2(d)(iii) of the Master Terms:

ZionSolutions has not failed to achieve a Site Restoration Milestone; or

ZionSolutions has failed to achieve a Site Restoration Milestone, and Exhibit 3 attached hereto sets forth a description of the Site Restoration Milestone that ZionSolutions has failed to achieve, including the applicable date on which the Site Restoration Milestone was to be achieved; and

Exhibit 3 includes the date on which the Site Restoration Milestone was subsequently achieved; or

the Site Restoration Milestone has not been achieved and the Receivables (or portion thereof) described in Exhibit 1 are subject to deferral pursuant to Section 2.1 of the Master Terms.

Accordingly, subject to the requirements of Section 2.2(d) of the Master Terms, you are directed to permit the disbursement of the amounts indicated on Exhibit 1 hereto from the Trust(s) in order to permit payment of such sum(s) to be made to the aforementioned Payees for such purpose. You are further directed to disburse such sum(s), once withdrawn, directly to such Payees, in the manner indicated on Exhibit 1 hereto.

Capitalized terms used herein without definition shall have the meanings given to such terms in the Trust Agreements and the Master Terms.

CERTIFIED and sworn to this ____ day of _____, _____.

ZIONSOLUTIONS, LLC

By: _____
Duly Authorized Officer

EXHIBIT A-2

DISBURSEMENT CERTIFICATE Non-Tax Qualified Decommissioning Trust

The undersigned, being a duly Authorized Officer of ZionSolutions LLC, a Delaware limited liability company ("LLC"), and, in such capacity, being duly authorized and empowered to execute and deliver this certificate, hereby certifies to the Trustee of the ZionSolutions LLC Non-Tax Qualified Decommissioning Trust—[name of Plant(s)] (the "*Trust(s)*"), pursuant to Section 2.2(a)(i) of the Master Terms (the "**Master Terms**"), between ZionSolutions and the Trustee, as follows:

(a) There is due and owing to each Payee identified on Exhibit 1 attached hereto ("*Payees*") [all/a portion of] the invoiced cost to ZionSolutions for goods or services provided in connection with the Decommissioning and other work required to achieve End State Conditions at the [name of Plant(s)] as evidenced by the Invoice Schedule (with supporting exhibits) attached as Exhibit 1 hereto;

(b) All such amounts due and owing to such Payees constitute Qualified Costs;

(c) All conditions precedent to the making of this disbursement set forth in any agreement between each such Payee and ZionSolutions have been fulfilled;

(d) No Payee is a "disqualified person" within the meaning of Section 4951 or Section 468A by reason of an affiliation with ZionSolutions or, if any are, then the payment constitutes compensation or payment or reimbursement of expenses which are reasonable and necessary to carry out the purpose of the Trust(s) and the payment is not excessive;

(e) The payment of the amounts owing meets Applicable Regulatory Requirements, and all necessary consents and approvals for such payment have been obtained;

(f) Pursuant to Section 2.2(d)(ii) of the Master Terms, Exhibit 2 attached hereto sets forth as of the date of this Disbursement Certificate project costs and expenses incurred for each Major Budget Category in the Project Budget and detailed work breakdown structure line items identified in the level 3 schedule within each Major Budget Category, and furthermore ZionSolutions has complied in all other respects with the requirements of Section 6.21 of the Asset Sale Agreement and the requested disbursement does not exceed any applicable limitation of Section 2.1 of the Master Terms; and

(g) Pursuant to Section 2.2(d)(iii) of the Master Terms:

ZionSolutions has not failed to achieve a Site Restoration Milestone; or

() ZionSolutions has failed to achieve a Site Restoration Milestone, and Exhibit 3 attached hereto sets forth a description of the Site Restoration Milestone that ZionSolutions has failed to achieve, including the applicable date on which the Site Restoration Milestone was to be achieved; and

() Exhibit 3 includes the date on which the Site Restoration Milestone was subsequently achieved; or

() the Site Restoration Milestone has not been achieved and the Receivables (or portion thereof) described in Exhibit 1 are subject to deferral pursuant to Section 2.1 of the Master Terms.

Accordingly, subject to the requirements of Section 2.2(d) of the Master Terms, you are directed to permit the disbursement of the amounts indicated on Exhibit 1 hereto from the Trust(s) in order to permit payment of such sum(s) to be made to the aforementioned Payees for such purpose. You are further directed to disburse such sum(s), once withdrawn, directly to such Payees, in the manner indicated on Exhibit 1 hereto.

Capitalized terms used herein without definition shall have the meanings given to such terms in the Trust Agreements and the Master Terms.

CERTIFIED and sworn to this ____ day of _____, ____.

ZIONSOLUTIONS, LLC

By: _____
Duly Authorized Officer

EXHIBIT B-1

WITHDRAWAL CERTIFICATE Tax-Qualified Decommissioning Trust

The undersigned, being a duly authorized officer of ZionSolutions, LLC, a Delaware limited liability company (“**ZionSolutions**”), and, in such capacity, being duly authorized and empowered to execute and deliver this certificate, hereby certifies to the Trustee of the ZionSolutions, LLC Tax-Qualified Decommissioning Trust—[name of Plant(s)] (the “**Trust(s)**”), pursuant to Section 2.2(a)(ii) of the Master Terms (the “**Master Terms**”), between ZionSolutions and the Trustee, as follows:

(a) ZionSolutions has paid, and is entitled to reimbursement for, amounts paid for goods or services provided in connection with the Decommissioning and other work required to achieve End State Conditions at the [name of Plant(s)] as described in the schedule (with supporting exhibits) attached as Exhibit 1 hereto;

(b) All such amounts paid constitute Qualified Costs;

(c) No payee was a “disqualified person” within the meaning of Section 4951 or Section 468A by reason of an affiliation with ZionSolutions or, if any were, then the payment constituted compensation or payment or reimbursement of expenses which were reasonable and necessary to carry out the purpose of the Trust and the payment was not excessive;

(d) The payment of the amounts met Applicable Regulatory Requirements, requirements of the Code, and all necessary consents and approvals for such payment had been obtained;

(e) Pursuant to Section 2.2(d)(ii) of the Master Terms, Exhibit 2 attached hereto sets forth as of the date of this Withdrawal Certificate project costs and expenses incurred for each Major Budget Category in the Project Budget and detailed work breakdown structure line items identified in the level 3 schedule within each Major Budget Category, and furthermore ZionSolutions has complied in all other respects with the requirements of Section 6.21 of the Asset Sale Agreement and the requested disbursement does not exceed any applicable limitation of Section 2.1 of the Master Terms; and

(f) Pursuant to Section 2.2(d)(iii) of the Master Terms:

ZionSolutions has not failed to achieve a Site Restoration Milestone; or

ZionSolutions has failed to achieve a Site Restoration Milestone, and Exhibit 3 attached hereto sets forth a description of the Site Restoration Milestone that ZionSolutions has failed to achieve, including the

applicable date on which the Site Restoration Milestone was to be achieved; and

() Exhibit 3 includes the date on which the Site Restoration Milestone was subsequently achieved; or

() the Site Restoration Milestone has not been achieved and the Receivables (or portion thereof) described in Exhibit 1 are subject to deferral pursuant to Section 2.1 of the Master Terms.

Accordingly, subject to the requirements of Section 2.2(d) of the Master Terms, you are directed to permit the disbursement of the amounts indicated on Exhibit 1 hereto from the Trust(s) in order to reimburse ZionSolutions for such payments. You are further directed to disburse such sum(s), once withdrawn, directly to "ZionSolutions, LLC."

Capitalized terms used herein without definition shall have the meanings given to such terms in the Trust Agreements and the Master Terms.

CERTIFIED and sworn to this ____ day of _____, ____.

ZIONSOLUTIONS, LLC

By: _____
Duly Authorized Officer

EXHIBIT B-2

WITHDRAWAL CERTIFICATE Non-Tax Qualified Decommissioning Trust

The undersigned, being a duly authorized officer of ZionSolutions LLC, a Delaware limited liability company ("ZionSolutions"), and, in such capacity, being duly authorized and empowered to execute and deliver this certificate, hereby certifies to the Trustee of the ZionSolutions LLC Non-Tax Qualified Decommissioning Trust—[name of Plant(s)] (the "*Trust(s)*"), pursuant to Section 2.2(a)(ii) of the Master Terms (the "*Master Terms*"), between ZionSolutions and the Trustee, as follows:

(a) ZionSolutions has paid, and is entitled to reimbursement for, amounts paid for goods or services provided in connection with the Decommissioning and other work required to achieve End State Conditions at the [name of Plant(s)] as described in the schedule (with supporting exhibits) attached as Exhibit 1 hereto;

(b) All such amounts paid constitute Qualified Costs;

(c) No payee was a "disqualified person" within the meaning of Section 4951 or Section 468A by reason of an affiliation with ZionSolutions or, if any were, then the payment constituted compensation or payment or reimbursement of expenses which were reasonable and necessary to carry out the purpose of the Trust and the payment was not excessive;

(d) The payment of the amounts met Applicable Regulatory Requirements, and all necessary consents and approvals for such payment had been obtained;

(e) Pursuant to Section 2.2(d)(ii) of the Master Terms, Exhibit 2 attached hereto sets forth as of the date of this Withdrawal Certificate project costs and expenses incurred for each Major Budget Category in the Project Budget and detailed work breakdown structure line items identified in the level 3 schedule within each Major Budget Category, and furthermore ZionSolutions has complied in all other respects with the requirements of Section 6.21 of the Asset Sale Agreement and the requested disbursement does not exceed any applicable limitation of Section 2.1 of the Master Terms; and

(f) Pursuant to Section 2.2(d)(iii) of the Master Terms:

ZionSolutions has not failed to achieve a Site Restoration Milestone; or

ZionSolutions has failed to achieve a Site Restoration Milestone, and Exhibit 3 attached hereto sets forth a description of the Site Restoration Milestone that ZionSolutions has failed to achieve, including the

applicable date on which the Site Restoration Milestone was to be achieved; and

() Exhibit 3 includes the date on which the Site Restoration Milestone was subsequently achieved;
or

() the Site Restoration Milestone has not been achieved and the Receivables (or portion thereof) described in Exhibit 1 are subject to deferral pursuant to Section 2.1 of the Master Terms.

Accordingly, subject to the requirements of Section 2.2(d) of the Master Terms, you are directed to permit the disbursement of the amounts indicated on Exhibit 1 hereto from the Trust(s) in order to reimburse ZionSolutions for such payments. You are further directed to disburse such sum(s), once withdrawn, directly to "ZionSolutions, LLC."

Capitalized terms used herein without definition shall have the meanings given to such terms in the Trust Agreements and the Master Terms.

CERTIFIED and sworn to this ____ day of _____, ____.

ZIONSOLUTIONS, LLC

By: _____
Duly Authorized Officer

EXHIBIT C

CROSS-TRADING INFORMATION

As part of the Cross-Trading Program covered by the Department of Labor Prohibited Transaction Exemption ("PTE") 95-56 for Mellon Bank, N.A. and its affiliates ("Mellon"), Mellon is to provide to ZionSolutions the following information:

I. The Existence of the Cross-Trading Program

Mellon has developed and intends to utilize, wherever practicable, a Cross-Trading Program for Indexed Accounts and Large Accounts as those terms are defined in PTE 95-56.

II. The "Triggering Events" Creating Cross-Trade Opportunities

In accordance with PTE 95-56, three "Triggering Events" may create opportunities for Cross-Trading transactions. They are generally the following (see PTE 95-56 for more information):

1. A change in the composition or weighting of the index by the independent organization creating and maintaining the index;
2. A change in the overall level of investment in an Indexed Account as a result of investments and withdrawals on the Indexed Account's opening date, where the Indexed Account is a bank collective fund, or on any relevant date for non-bank collective funds; provided, however, a change in an Indexed Account resulting from investments or withdrawals of assets of Mellon's own plans (other than Mellon's defined contributions plans under which participants may direct among various investment options, including Indexed Accounts) are excluded as a "Triggering Events"; or
3. A recorded declaration by Mellon that an accumulation of cash in an Indexed Account attributable to interest or dividends on, and/or tender offers for portfolio securities equal to not more than .5% of the Indexed Account's total value has occurred.

III. The Pricing Mechanism Utilized for Securities Purchased or Sold

Securities will be valued at the current market value for the securities on the date of the crossing transaction.

Equity Securities - the current market value for the equity security will be the closing price on the day of trading as determined by an independent pricing

service; unless the security was added to or deleted from an index after the close of trading, in which case the price will be the opening price for that security on the next business day after the announcement of the addition or deletion.

Debt Securities - the current market value of the debt security will be the price determined by Mellon as of the close of the day of trading according to the Securities and Exchange Commission's Rule 17a-7(b)(4) under the Investment Company Act of 1940. Debt securities that are not reported securities or traded on an exchange, will be valued based on an average of the highest current independent bids and the lowest current independent offers on the day of cross trading. Mellon will use reasonable inquiry to obtain such prices from at least three independent sources that are brokers or market makers. If there are fewer than three independent sources to price a certain debt security, the closing price quotations will be obtained from all available sources.

IV. The Allocation Method

Direct cross-trade opportunities will be allocated among potential buyers or sellers of debt or equity securities on a pro-rata basis. With respect to equity securities, please note Mellon imposes a trivial dollar amount constraint to reduce excessive custody ticket charges to participating accounts.

V. Other Procedures Implemented by Mellon for its Cross-Trading Practices

Mellon has developed certain internal operational procedures for cross-trading debt and equity securities. These procedures are available upon request.

**NON-TAX QUALIFIED
NUCLEAR DECOMMISSIONING
MASTER TRUST AGREEMENT**

THIS NON-TAX QUALIFIED NUCLEAR DECOMMISSIONING MASTER TRUST AGREEMENT (the "Agreement"), dated as of August 27, 2010, effective September 1, 2010, by and between ZionSolutions, LLC ("ZionSolutions"), a limited liability company organized under the laws of the State of Delaware and having a principal office at 423 West 300 South, Ste. 200, Salt Lake City, UT 84101, and The Bank of New York Mellon, as Trustee, having its office at New York, New York (the "Trustee").

WITNESSETH:

WHEREAS, pursuant to that Asset Sale Agreement dated as of December 11, 2007, by and among Exelon Generation Company, LLC ("ExGen"), ZionSolutions, and ZionSolutions' parent entities, EnergySolutions, LLC, and EnergySolutions, Inc. (as amended, the "Asset Sale Agreement") ExGen has agreed, subject to the terms and conditions of the Asset Sale Agreement, to sell, assign, convey, transfer and deliver all of its right, title and interest in the Zion Assets (as defined in the Asset Sale Agreement) to ZionSolutions, and ZionSolutions has agreed, subject to the terms and conditions of the Asset Sale Agreement, to assume and discharge the Assumed Liabilities (as defined in the Asset Sale Agreement); and

WHEREAS, pursuant to the Asset Sale Agreement ZionSolutions is the owner in whole or in part of each of the Plants ("Plant" shall mean each, and "Plants" shall mean all, of the nuclear power plants listed on Schedule A attached to this Agreement). Each unit of the multi-unit nuclear power plant site shall be considered as a separate Plant for the purpose of this Agreement; and

WHEREAS, ExGen's Amended and Restated Non-Tax Qualified Nuclear Decommissioning Master Trust Agreement dated October 29, 2003 and effective November 1, 2003 ("ExGen Non-Tax Qualified Agreement") provides for trusts for the purpose of providing for the decommissioning of the Plants, which trusts include nonqualified nuclear decommissioning trusts; and

WHEREAS, the trusts that are the subject of this Agreement (the "Non-Tax Qualified Trusts") are established by ZionSolutions in accordance with the laws of the State of Illinois; and

WHEREAS, pursuant to the Asset Sale Agreement ExGen wishes to transfer to ZionSolutions certain non-qualified nuclear decommissioning funds held under the

ExGen Non-Tax Qualified Agreement, and ZionSolutions has agreed to accept such funds; and

WHEREAS, nothing in this Agreement is intended to conflict with or override the applicable licenses or the applicable regulatory requirements of the NRC, the Service and other regulators; and

WHEREAS, ZionSolutions wishes that the Trustee serve as trustee of the Non-Tax Qualified Trusts.

NOW, THEREFORE, ZionSolutions has previously delivered Schedules to this Agreement to the Trustee, and the Trustee acknowledges it will receive the funds described thereon representing the initial funding of the Trusts with respect to the Plants described or referenced on such Schedules;

TO HAVE AND TO HOLD THE SAME IN TRUST for the exclusive use and purpose and upon the terms and conditions hereinafter set forth and as set forth in the Master Terms for Trust Agreements (the "Master Terms") appended hereto as Exhibit 1, together with the proceeds and reinvestments thereof.

ARTICLE 1 **PURPOSE OF THE TRUSTS**

Section 1.01 Establishment of the Trusts. The Trustee has established and shall hold a separate Non-Tax Qualified Trust for each Plant. The Trustee shall maintain separate records for each Non-Tax Qualified Trust, and shall credit thereto its pro rata share of all income of the Trust Fund and charge thereto its pro rata share of all expenses (other than expenses attributable to a particular Plant which shall be expenses charged to the Non-Tax Qualified Trust established for such Plant) and any losses. Until otherwise instructed in writing by ZionSolutions, nothing in this Agreement or in the Master Terms shall be deemed to require the Trustee to segregate or invest separately assets of the Trusts, it being intended that the assets of the Trusts may be maintained and invested and reinvested as a common pool, but shall not be required to be so maintained or invested. The Master Trust shall be known as the Non-Tax Qualified Nuclear Decommissioning Master Trust for Zion Units 1 and 2.

Section 1.02. Purpose of the Trusts. The Non-Tax Qualified Trusts are established for the exclusive purpose of providing funds for the decommissioning of the Plants. None of the assets of the Non-Tax Qualified Trust shall be subject to attachment, garnishment, execution of levy in any manner for the benefit of creditors of ZionSolutions or any other party.

Section 1.03. Contributions to the Funds. The assets of the Non-Tax Qualified Trusts shall be transferred or contributed by ZionSolutions (or others approved in writing by ZionSolutions) from time to time.

Section 1.04. Transferability. ZionSolutions shall not transfer any interest in a Non-Tax Qualified Trust without the prior written consent of ExGen and ComEd. The interest of ZionSolutions in any Non-Tax Qualified Trust is not subject to the claims of the creditors of ZionSolutions; *provided, however*, that, subject to Section 2.2(d) of the Master Terms, any creditor of ZionSolutions, as to which a Disbursement Certificate for a Non-Tax Qualified Trust has been properly completed and submitted to the Trustee, may assert a claim directly against such Disbursement Certificate or the amount of such Trust available to pay costs other than amounts then owing the Trustee under Section 3.2 of the Master Terms.

Section 1.05. Master Terms. In addition to the terms set forth in this Agreement, the Non-Tax Qualified Trusts shall also be governed by the provisions of the Master Terms. It is intended that the provisions of the Master Terms be complementary to the terms of this Agreement, *provided, however*, that to the extent that the terms of this Agreement are construed by a court of competent jurisdiction or applicable governmental agency to be in conflict with the Master Terms, the terms of this Agreement shall take precedence over the Master Terms. Any term capitalized and not defined herein shall have the meaning set forth in the Master Terms.

ARTICLE II **DISTRIBUTIONS**

Section 2.01. Distributions. Upon receipt of written instructions from an Authorized Officer in accordance with Article 2 of the Master Terms, the Trustee shall distribute all or a portion of the Non-Tax Qualified Trust to ZionSolutions, its affiliate, or a third party, subject to the applicable limitations of Article 2 of the Master Terms.

ARTICLE III **MISCELLANEOUS**

Section 3.01. Headings. The Section headings set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in the construction or interpretation of any of the provisions of this Agreement.

Section 3.02. Particular Words. Any word contained in the text of this Agreement shall be read as the singular or plural as may be applicable in the particular context. Unless otherwise specifically stated, the word "person" shall be taken to mean and include an individual, partnership, association, trust, limited liability company, or corporation.

Section 3.03. Severability of Provisions. If any provision of this Agreement or of the Master Terms or its application to any person or entity in any circumstances shall be invalid and unenforceable, the application of such provision to persons and in circumstances other than those as to which it is invalid or unenforceable, and the other provisions of this Agreement and the Master Terms, shall not be affected by such invalidity or unenforceability.

Section 3.04. Form and Content of Communications. The names of Authorized Officers and other persons authorized to act on behalf of ZionSolutions shall be certified to the Trustee by ZionSolutions. Until notified in writing to the contrary, the Trustee shall have the right to assume that there has been no change in the identity or authority of any person previously certified to it hereunder.

Section 3.05. Delivery of Notices Under Agreement. Any notice required by this Agreement to be given to ZionSolutions or the Trustee shall be deemed to have been properly given when delivered in person or when mailed postage prepaid, by registered or certified mail. Notices to ZionSolutions shall be address to:

ZIONSOLUTIONS, LLC
423 West 300 South
Suite 200
Salt Lake City, UT 84101

Notices to the Trustee shall be addressed to:
Glen R. Metzger, Vice President
BNY Mellon Asset Servicing
One Mellon Center
Room 151-1315
Pittsburgh, PA 15258-0001

Section 3.06. Successors and Assigns. Subject to the provisions of Sections 1.04 of this Agreement and 3.1 of the Master Terms, this Agreement shall be binding upon and inure to the benefit of ZionSolutions, the Trustee, and their respective successors and assigns. Any corporation into which the Trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee is a party, or any corporation succeeding to the trust business of the Trustee, shall become the successor of the Trustee hereunder, without the execution or filing of any instrument or the performance of any further act on the part of the parties hereto.

Section 3.07. Third Parties. ComEd shall be a beneficiary of the provisions of Section 3.11 of this Agreement; ExGen shall be a beneficiary of the the provisions of Sections 2.1, 2.2, 2.4, and 2.7 of the Master Terms; and each of ComEd and ExGen shall be a beneficiary of the provisions of Sections 1.04 and 3.07 of this Agreement and Sections 2.8 and 2.9 of the Master Terms. Except as expressly provided in the foregoing

sentence and the Sections referred to therein with respect to ComEd and ExGen, nothing expressed or implied in this Agreement or in the Master Terms is intended, or shall be construed to confer upon or give any person or entity other than ZionSolutions and the Trustee any rights or remedies under or by reason of this Agreement. Each of ComEd and ExGen shall have the right to enforce the provisions of Sections 1.04 and 3.11 of this Agreement and this Section 3.07 and Sections 2.1, 2.2, 2.4, 2.7, 2.8 and 2.9 of the Master Terms insofar as such Sections grant it rights under this Agreement.

Section 3.08. Counterparts of Agreement. This Agreement has been executed in counterparts, each of which shall be deemed to be an executed original.

Section 3.09. Governing Jurisdiction. The Trusts created hereunder are Illinois trusts. All questions pertaining to the validity, construction, and administration of the Non-Tax Qualified Trusts shall be determined in accordance with the laws of the State of Illinois.

Section 3.10. Trust Fiscal Year. The accounting and taxable year for the Trusts shall be the taxable year of ZionSolutions for federal income tax purposes. If the taxable year of ZionSolutions shall change, ZionSolutions shall notify the Trustee of such change and the accounting and taxable year of all Trusts must change to the taxable year of ZionSolutions.

Section 3.11. Confirmation of Transfer. By separate written instrument, ComEd has approved ExGen's transfer of the non-tax qualified nuclear decommissioning funds held under its ExGen Non-Tax Qualified Agreement to ZionSolutions under this Agreement subject to (i) ComEd's rights under Section 1.04 hereof to approve any successor of a Non-Tax Qualified Trust, (ii) its right to receive any funds pursuant to the provisions of Section 2.9 of the Master Terms, (iii) its right to approve any amendment to Section 1.04 and 3.07 hereof and Section 2.8 and 2.9 of the Master Terms and this Section 3.11 under Section 2.9 of the Master Terms, and (iv) its rights under Section 3.07 of this Agreement to enforce its rights under Sections 2.8 and 2.9 of the Master Terms, and 3.07 of this Agreement and this Section 3.11. ComEd has also acknowledged its notice of the execution of the Asset Sale Agreement and this Agreement.

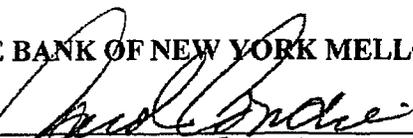
Section 3.12. Representation. Each party represents and warrants to the other that it has full authority to enter into this Agreement upon the terms and conditions hereof and that the individual executing this Agreement on its behalf has the requisite authority to bind that party to this Agreement. ZionSolutions has received and read the "Customer Identification Program Notice", a copy of which is attached to this Agreement as Exhibit A.

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound hereby, have hereunto set their hands and seals as of the day and year first above written.

ZIONSOLUTIONS, LLC

By: 
Name: Brett Hickman
Title: General Counsel & Secretary

THE BANK OF NEW YORK MELLON

By: 
Name: CAROL CONDIT
Title: VICE PRESIDENT

Schedule A

The following is a list of nuclear power plants owned in whole or part by ZionSolutions, LLC and trust funds covered by the Master Terms:

<u>Plant</u>	<u>Trust Fund</u>	<u>Owner</u>
Zion Unit 1	Zion Unit 1 Non-Tax Qualified Trust	ZionSolutions, LLC
Zion Unit 2	Zion Unit 2 Non-Tax Qualified Trust	ZionSolutions, LLC

EXHIBIT A

CUSTOMER IDENTIFICATION PROGRAM NOTICE

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW
ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, all financial institutions are required by law to obtain, verify and record information that identifies each individual or entity that opens an account.

What this means for you: When you open an account, we will ask you for your name, address, taxpayer or other government identification number and other information, such as date of birth for individuals, that will allow us to identify you. We may also ask to see identification documents such as a driver's license, passport or documents showing existence of the entity.

**TAX-QUALIFIED
NUCLEAR DECOMMISSIONING
MASTER TRUST AGREEMENT**

THIS TAX-QUALIFIED NUCLEAR DECOMMISSIONING MASTER TRUST AGREEMENT (the "Agreement"), dated as of August 27, 2010, effective September 1, 2010, by and between ZionSolutions, LLC ("ZionSolutions"), a limited liability company duly organized and existing under the laws of the State of Delaware, having its principal office at 423 West 300 South, Ste. 200, Salt Lake City, UT 84101, and The Bank of New York Mellon, as Trustee, having its office at New York, New York (the "Trustee").

WITNESSETH:

WHEREAS, pursuant to that Asset Sale Agreement dated as of December 11, 2007, by and among Exelon Generation Company, LLC ("ExGen"), ZionSolutions, and ZionSolutions' parent entities, EnergySolutions, LLC, and EnergySolutions, Inc. (as amended, the "Asset Sale Agreement") ExGen has agreed, subject to the terms and conditions of the Asset Sale Agreement, to sell, assign, convey, transfer and deliver all of its right, title and interest in the Zion Assets (as defined in the Asset Sale Agreement) to ZionSolutions, and ZionSolutions has agreed, subject to the terms and conditions of the Asset Sale Agreement, to assume and discharge the Assumed Liabilities (as defined in the Asset Sale Agreement); and

WHEREAS, pursuant to the Asset Sale Agreement ZionSolutions is the owner in whole or in part of each of the Plants ("Plant" shall mean each, and "Plants" shall mean all, of the nuclear power plants listed on Schedule A attached to this Agreement). Each unit of a multi-unit nuclear power plant site shall be considered as a separate Plant for the purpose of this Agreement; and

WHEREAS, ExGen's Amended and Restated Tax-Qualified Nuclear Decommissioning Master Trust Agreement dated October 29, 2003 and effective November 1, 2003 ("ExGen Tax-Qualified Agreement") provides for trusts for the purpose of providing for the decommissioning of the Plants, which trusts include qualified nuclear decommissioning funds under Section 468A of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the trusts that are the subject of this Agreement (the "Tax Qualified Trusts") are intended by ZionSolutions to be maintained and to be and remain qualified under Section 468A of the Code for the exclusive purpose of providing for the decommissioning of the Plants described in Schedule A;

WHEREAS, pursuant to the Asset Sale Agreement ExGen wishes to transfer to ZionSolutions certain qualified nuclear decommissioning funds held under its ExGen Tax-Qualified Agreement, and ZionSolutions has agreed to accept such funds; and

WHEREAS, nothing in this Agreement is intended to conflict with or override the applicable licenses or the applicable regulatory requirements of the NRC, the Service and other regulators; and

WHEREAS, ZionSolutions wishes that the Trustee serve as trustee of the Tax-Qualified Trusts.

NOW, THEREFORE, ZionSolutions has previously delivered Schedules to this Agreement to the Trustee, and the Trustee acknowledges it will receive the funds described thereon representing the initial funding of the Trusts with respect to the Plants described or referenced on such Schedules;

TO HAVE AND TO HOLD THE SAME IN TRUST for the exclusive use and purpose and upon the terms and conditions hereinafter set forth and as set forth in the Master Terms for Trust Agreements (the "Master Terms") appended hereto as Exhibit 1, together with the proceeds and reinvestments thereof.

ARTICLE 1 **PURPOSE OF THE TRUSTS**

Section 1.01 Establishment of the Trusts. The Trustee has established and shall hold a separate Tax-Qualified Trust for each Plant. The Trustee shall maintain separate records for each Tax-Qualified Trust, and shall credit thereto its pro rata share of all income of the Trust Fund and charge thereto its pro rata share of all expenses) other than expenses attributable to a particular Plant which shall be expenses charged to the Tax-Qualified Trust established for such Plant) and any losses. Until otherwise instructed in writing by ZionSolutions, nothing in this Agreement or in the Master Terms shall be deemed to require the Trustee to segregate or invest separately assets of the Trusts, it being intended that the assets of the Trusts may be maintained and invested and reinvested as a common pool, but shall not be required to be so maintained or invested.

No part of the interest of a Tax-Qualified Trust in the common pool, nor any right pertaining to such interest (including any right to substitute another entity for that Tax-Qualified Trust as a participant in the common pool), may be sold, assigned, transferred or otherwise alienated or disposed of by the Tax-Qualified Trust to any other party. Any Tax-Qualified Trust may withdraw any part or all of its commingled investments in the common pool at any time upon written notice to the Trustee from ZionSolutions. Upon the withdrawal of the entire interest of any Tax-Qualified Trust from the common pool, the common pool will terminate. At that time, each Tax-Qualified Trust's assets will be segregated in a separate account and no further commingling will occur. Notwithstanding

the foregoing, the majority in interest of the remaining Tax-Qualified Trusts, acting through their respective trustee within 60 days after the date of withdrawal of a Tax-Qualified Trust, may agree by written agreement of their respective Trustee to continue pooling their assets in the common pool. The Master Trust shall be known as the Tax Qualified Nuclear Decommissioning Master Trust for Zion Units 1 and 2.

Section 1.02. Purpose of the Trusts. The Qualified Funds are established for the exclusive purpose of providing funds for the decommissioning of the Plants. The assets in the Qualified Funds shall be used as authorized by Section 468A of the Code and regulations thereunder. None of the assets of the Qualified Funds shall be subject to attachment, garnishment, execution or levy in any manner for the benefit of creditors of ZionSolutions or any other party.

Section 1.03. Contributions to the Funds. The assets of the Tax-Qualified Trusts shall be transferred or contributed by ZionSolutions (or others approved in writing by ZionSolutions) from time to time.

Section 1.04. Transferability. ZionSolutions shall not transfer any interest in a Tax-Qualified Trust without the prior written consent of ExGen and ComEd. The interest of ZionSolutions in any Tax-Qualified Trust is not subject to the claims of the creditors of ZionSolutions; *provided, however*, that, subject to Section 2.2(d) of the Master Terms, any creditor of ZionSolutions, as to which a Disbursement Certificate for a Tax-Qualified Trust has been properly completed and submitted to the Trustee, may assert a claim directly against such Disbursement Certificate or the amount of such Trust available to pay costs other than amounts then owing the Trustee under Section 3.2 of the Master Terms.

Section 1.05. Master Terms. In addition to the terms set forth in this Agreement, the Tax-Qualified Trusts shall also be governed by the provisions of the Master Terms. It is intended that the provisions of the Master Terms be complementary to the terms of this Agreement, *provided, however*, that to the extent that the terms of this Agreement are construed by a court of competent jurisdiction or applicable governmental agency to be in conflict with the Master Terms, the terms of this Agreement shall take precedence over the Master Terms. Any term capitalized and not defined herein shall have the meaning set forth in the Master Terms.

ARTICLE II **DISTRIBUTIONS**

Section 2.01. Distributions. Upon receipt of written instructions from an Authorized Officer in accordance with Article 2 of the Master Terms, the Trustee shall distribute all or a portion of the Tax-Qualified Trust to ZionSolutions, its affiliate, or a third party, subject to the applicable limitations of Article 2 of the Master Terms.

ARTICLE III
MISCELLANEOUS

Section 3.01. Headings. The Section headings set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in the construction or interpretation of any of the provisions of this Agreement.

Section 3.02. Particular Words. Any word contained in the text of this Agreement shall be read as the singular or plural as may be applicable in the particular context. Unless otherwise specifically stated, the word "person" shall be taken to mean and include an individual, partnership, association, trust, company, or corporation.

Section 3.03. Severability of Provisions. If any provision of this Agreement or the Master Terms or its application to any person or entity in any circumstances shall be invalid and unenforceable, the application of such provision to persons and in circumstances other than those as to which it is invalid or unenforceable, and the other provisions of this Agreement and Master Terms, shall not be affected by such invalidity or unenforceability.

Section 3.04. Form and Content of Communications. The names of Authorized Officers or other persons authorized to act on behalf of ZionSolutions shall be certified to the Trustee by ZionSolutions. Until notified in writing to the contrary, the Trustee shall have the right to assume that there has been no change in the identity or authority of any person previously certified to it hereunder.

Section 3.05. Delivery of Notices Under Agreement. Any notice required by this Agreement to be given to ZionSolutions or the Trustee shall be deemed to have been properly given when delivered in person or when mailed postage prepaid, by registered or certified mail. Notices to ZionSolutions shall be address to:

ZIONSOLUTIONS, LLC
423 West 300 South
Suite 200
Salt Lake City, UT 84101

Notices to the Trustee shall be addressed to;
Glen R. Metzger, Vice President
BNY Mellon Asset Servicing
One Mellon Center
Room 151-1315
Pittsburgh, PA 15258-0001

Section 3.06. Successors and Assigns. Subject to the provisions of Sections 1.04 of this Agreement and 3.1 of the Master Terms, this Agreement shall be binding upon

and inure to the benefit of ZionSolutions, the Trustee, and their respective successors and assigns. Any corporation into which the Trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee is a party, or any corporation succeeding to the trust business of the Trustee, shall become the successor of the Trustee hereunder, without the execution or filing of any instrument or the performance of any further act on the part of the parties hereto.

Section 3.07. Third Parties. ComEd shall be a beneficiary of the provisions of Section 3.11 of this Agreement; ExGen shall be a beneficiary of the the provisions of Sections 2.1, 2.2, 2.4, and 2.7 of the Master Terms; and each of ComEd and ExGen shall be a beneficiary of the provisions of Sections 1.04 and 3.07 of this Agreement and Sections 2.8 and 2.9 of the Master Terms. Except as expressly provided in the foregoing sentence and the Sections referred to therein with respect to ComEd and ExGen, nothing expressed or implied in this Agreement or in the Master Terms is intended, or shall be construed to confer upon or give any person or entity other than ZionSolutions and the Trustee any rights or remedies under or by reason of this Agreement. Each of ComEd and ExGen shall have the right to enforce the provisions of Sections 1.04 and 3.11 of this Agreement and this Section 3.07 and Sections 2.1, 2.2, 2.4, 2.7, 2.8 and 2.9 of the Master Terms insofar as such Sections grant it rights under this Agreement.

Section 3.08. Counterparts of Agreement. This Agreement has been executed in counterparts, each of which shall be deemed to be an executed original.

Section 3.09. Governing Jurisdiction. The Trusts created hereunder are Illinois trusts. All questions pertaining to the validity, construction, and administration of the Tax-Qualified Trusts shall be determined in accordance with the laws of the State of Illinois.

Section 3.10. Trust Fiscal Year. The accounting and taxable year for the Trusts shall be the taxable year of ZionSolutions for federal income tax purposes. If the taxable year of ZionSolutions shall change, ZionSolutions shall notify the Trustee of such change and the accounting and taxable year of all Trusts must change to the taxable year of ZionSolutions.

Section 3.11. Confirmation of Transfer. By separate written instrument, ComEd has approved ExGen's transfer of the qualified nuclear decommissioning funds held under its ExGen Tax-Qualified Agreement to ZionSolutions under this Agreement subject to (i) ComEd's rights under Section 1.04 hereof to approve any successor of a Tax-Qualified Trust, (ii) its right to receive any funds pursuant to the provisions of Section 2.9 of the Master Terms, (iii) its right to approve any amendment to Section 1.04 and 3.07 hereof and Section 2.8 and 2.9 of the Master Terms and this Section 3.11 under Section 2.9 of the Master Terms, and (iv) its rights under Section 3.07 of this Agreement to enforce its rights under Sections 2.8 and 2.9 of the Master Terms, and 3.07 of this Agreement and this Section 3.11. ComEd has also acknowledged its notice of the execution of the Asset Sale Agreement and this Agreement.

Section 3.12. Representation. Each party represents and warrants to the other that it has full authority to enter into this Agreement upon the terms and conditions hereof and that the individual executing this Agreement on its behalf has the requisite authority to bind that party to this Agreement. ZionSolutions has received and read the "Customer Identification Program Notice", a copy of which is attached to this Agreement as Exhibit A.

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound hereby, have hereunto set their hands and seals as of the day and year first above written.

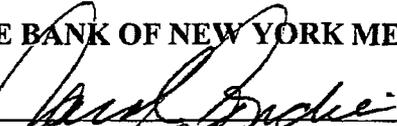
ZIONSOLUTIONS, LLC

By: 

Name: Brett Hickman

Title: General Counsel & Secretary

THE BANK OF NEW YORK MELLON.

By: 

Name: CAROL CONDIE

Title: VICE PRESIDENT

Schedule A

The following is a list of nuclear power plants owned in whole or part by ZionSolutions and trust funds covered by the Master Terms:

<u>Plant</u>	<u>Trust Fund</u>
Zion Unit 1	Zion Unit 1 Tax-Qualified Trust
Zion Unit 2	Zion Unit 2 Tax-Qualified Trust

EXHIBIT A

CUSTOMER IDENTIFICATION PROGRAM NOTICE

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW
ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, all financial institutions are required by law to obtain, verify and record information that identifies each individual or entity that opens an account.

What this means for you: When you open an account, we will ask you for your name, address, taxpayer or other government identification number and other information, such as date of birth for individuals, that will allow us to identify you. We may also ask to see identification documents such as a driver's license, passport or documents showing existence of the entity.

**BACKUP
NUCLEAR DECOMMISSIONING
TRUST AGREEMENT**

THIS BACKUP NUCLEAR DECOMMISSIONING TRUST AGREEMENT (the "Agreement" or "Backup NDT"), dated September 1, 2010, by and between ZionSolutions, LLC ("ZionSolutions"), a limited liability company organized under the laws of the State of Delaware and having a principal office at 423 West 300 South, Ste. 200, Salt Lake City, UT 84101, and The Bank of New York Mellon, as Trustee, having its office at New York, N.Y. (the "Trustee").

WITNESSETH:

WHEREAS, pursuant to that Asset Sale Agreement dated as of December 11, 2007, by and among Exelon Generation Company, LLC ("ExGen"), ZionSolutions, and ZionSolutions' parent entities, EnergySolutions, LLC, and EnergySolutions, Inc. (as amended, the "Asset Sale Agreement") ExGen has agreed, subject to the terms and conditions of the Asset Sale Agreement, to sell, assign, convey, transfer and deliver all of its right, title and interest in the Zion Assets (as defined in the Asset Sale Agreement) to ZionSolutions, and ZionSolutions has agreed, subject to the terms and conditions of the Asset Sale Agreement, to assume and discharge the Assumed Liabilities (as defined in the Asset Sale Agreement); and

WHEREAS, pursuant to the Asset Sale Agreement ExGen and ZionSolutions have executed a Lease Agreement and a Put Option Agreement, each dated as of September 1, 2010; and

WHEREAS, EnergySolutions, LLC has executed and delivered a Performance Guaranty to provide additional assurances of the payment and performance, when due, of all obligations of ZionSolutions under the Asset Sale Agreement, the Lease Agreement, the Put Option Agreement and other specified Ancillary Agreements, and EnergySolutions, Inc. has executed and delivered a Guaranty to provide additional assurances of the payment and performance, when due, of all obligations of ZionSolutions under the Asset Sale Agreement, the Lease Agreement, the Put Option Agreement and other specified Ancillary Agreements and the obligations of EnergySolutions, LLC under the Asset Sale Agreement and the Ancillary Agreements to which EnergySolutions, LLC is a party; and

WHEREAS, EnergySolutions, LLC has executed and delivered to ExGen a Pledge Agreement, in the form required by the Asset Sale Agreement, to secure the obligations of EnergySolutions, LLC under the Performance Guaranty; and

WHEREAS, EnergySolutions, LLC and EnergySolutions, Inc. have executed and delivered to ExGen a Credit Support Agreement, in the form required by the Asset Sale Agreement, to secure the obligations of EnergySolutions, LLC under the Performance Guaranty and the obligations of EnergySolutions, Inc. under the Guaranty; and

WHEREAS, EnergySolutions, LLC has procured and delivered to ExGen the Irrevocable Letter of Credit the proceeds of which are payable to the Trustee, and EnergySolutions, LLC has executed and delivered to the Trustee the Irrevocable Easement for Disposal Capacity, and the Disposal Services Agreement, which will constitute the Disposal Capacity Asset, and together with the Irrevocable Letter of Credit are established to further secure the obligations of EnergySolutions, LLC under the Performance Guaranty and the obligations of EnergySolutions, Inc. under the Guaranty; and

WHEREAS, nothing in this Agreement is intended to conflict with or override the applicable licenses or the applicable regulatory requirements of the NRC, the Service and other regulators; and

WHEREAS, ZionSolutions wishes that the Trustee serve as trustee under the terms and conditions of this Agreement.

NOW, THEREFORE, ZionSolutions has previously delivered the Irrevocable Easement for Disposal Capacity and the Disposal Capacity Asset to the Trustee, and the Trustee has acknowledged that any future payments under the Irrevocable Letter of Credit shall be made to the Backup NDT, and the Trustee has further acknowledged receipt of the Disposal Capacity Asset, all together representing the contributions to the Trust as required under the Asset Sale Agreement;

TO HAVE AND TO HOLD THE SAME IN TRUST for the exclusive use and purpose and upon the terms and conditions hereinafter set forth and as set forth in the Terms for Backup Nuclear Decommissioning Trust Agreement (the "Backup NDT Terms") appended hereto as Attachment 1, together with the proceeds and reinvestments thereof, if any.

ARTICLE 1

PURPOSE OF THE TRUST

Section 1.01 Establishment of the Trust. The Trustee has established and shall hold this Trust for the Plant. The Trustee shall maintain all normal and customary records for this Trust, and shall credit thereto all income of the Trust and charge thereto all expenses and any losses. Until otherwise instructed in writing by ZionSolutions, nothing in this Agreement or in the Backup NDT Terms shall be deemed to require the Trustee to segregate or invest separately assets of the Trust, it being intended that the assets of the Trust may be maintained and invested and reinvested as a common pool, but shall not be required to be so maintained or invested.

Section 1.02. Purpose of the Trust. This Trust is established for the exclusive purpose described in Section 1.3 of the Backup NDT Terms. None of the assets of the Backup NDT shall be subject to attachment, garnishment, or execution of levy in any manner for the benefit of creditors of ZionSolutions or any other party.

Section 1.03. Contributions to the Trust. The Irrevocable Easement for Disposal Capacity and the Disposal Services Agreement have been executed and delivered to the Trustee by ZionSolutions (or others approved in writing by ZionSolutions). The Trustee shall have no duties or responsibilities except those expressly set forth in this Agreement. Proceeds payable under the Irrevocable Letter of Credit will be paid to the Trustee by the issuer of the Irrevocable Letter of Credit.

Section 1.04. Transferability. ZionSolutions shall not transfer any interest in this Trust without the prior written consent of ExGen. The interest of ZionSolutions in this Trust is not subject to the claims of the creditors of ZionSolutions; *provided, however,* that, subject to Section 2.2(d) of the Backup NDT Terms, any creditor of ZionSolutions, as to which a Disbursement Certificate has been properly completed and submitted to the Trustee, may assert a claim directly against such Disbursement Certificate or the amount of the Trust available to pay costs other than amounts then owing the Trustee under Section 3.2 of the Backup NDT Terms.

Section 1.05. Backup NDT Terms. In addition to the terms set forth herein, this Agreement shall also be governed by the provisions of the Backup NDT Terms. It is intended that the provisions of the Backup NDT Terms be complementary to the terms of this Agreement, *provided, however,* that to the extent that the terms of this Agreement are construed by a court of competent jurisdiction or applicable governmental agency to be in conflict with the Backup NDT Terms, the terms of this Agreement shall take precedence over the Backup NDT Terms. Any term capitalized and not defined herein shall have the meaning set forth in the Backup NDT Terms.

ARTICLE II **DISTRIBUTIONS**

Section 2.01. Distributions. Upon receipt of written instructions from an Authorized Officer in accordance with Article 2 of the Backup NDT Terms, the Trustee shall distribute all or a portion of the funds drawn on the Irrevocable Letter of Credit and paid into the Trust to ZionSolutions, its affiliate, or a third party, or otherwise make use of the Disposal Capacity Asset, subject to the applicable limitations of Article 2 of the Backup NDT Terms.

ARTICLE III **MISCELLANEOUS**

Section 3.01. Headings. The Section headings set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in the construction or interpretation of any of the provisions of this Agreement.

Section 3.02. Particular Words. Any word contained in the text of this Agreement shall be read as the singular or plural as may be applicable in the particular context. Unless otherwise specifically stated, the word "person" shall be taken to mean and include an individual, partnership, association, trust, limited liability company, or corporation.

Section 3.03. Severability of Provisions. If any provision of this Agreement or of the Backup NDT Terms or its application to any person or entity in any circumstances shall be invalid and unenforceable, the application of such provision to persons and in circumstances other than those as to which it is invalid or unenforceable, and the other provisions of this Agreement and the Backup NDT Terms, shall not be affected by such invalidity or unenforceability.

Section 3.04. Form and Content of Communications. The names of Authorized Officers and other persons authorized to act on behalf of ZionSolutions shall be certified to the Trustee by ZionSolutions. Until notified in writing to the contrary, the Trustee shall have the right to assume that there has been no change in the identity or authority of any person previously certified to it hereunder.

Section 3.05. Delivery of Notices Under Agreement. Any notice required by this Agreement to be given to ZionSolutions or the Trustee shall be deemed to have been properly given when delivered in person or when mailed postage prepaid, by registered or certified mail. Notices to ZionSolutions shall be address to:

ZIONSOLUTIONS, LLC
423 West 300 South
Suite 200
Salt Lake City, UT 84101

Notices to the Trustee shall be addressed to;
Glen R. Metzger, Vice President
BNY Mellon Asset Servicing
One Mellon Center
Room 151-1315
Pittsburgh, PA 15258-0001

Section 3.06. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of ZionSolutions, the Trustee, and their respective successors and assigns. Any corporation into which the Trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee is a party, or any corporation succeeding to the trust business of the Trustee, shall become the successor of the Trustee hereunder, without the execution or filing of any instrument or the performance of any further act on the part of the parties hereto.

Section 3.07. Third Parties. ExGen shall be a beneficiary of the provisions of Section 1.04 of this Agreement and Sections 2.1, 2.2, 2.3, 2.7 and 2.9 of the Backup NDT Terms. Except as expressly provided in this Section 3.07 and Section 1.04 of this Agreement, nothing expressed or implied in this Agreement or in the Backup NDT Terms is intended, or shall be construed to confer upon or give any person or entity other than ZionSolutions and the Trustee any rights or remedies under or by reason of this Agreement. ExGen shall have the right to enforce the provisions of Section 1.04 of this Agreement and this Section 3.07 and Sections 2.1, 2.2, 2.3, 2.7 and 2.9 of the Backup NDT Terms insofar as such Sections grant it rights under this Agreement.

Section 3.08. Counterparts of Agreement. This Agreement has been executed in counterparts, each of which shall be deemed to be an executed original.

Section 3.09. Governing Jurisdiction. The Trust created hereunder is an Illinois trust. All questions pertaining to the validity, construction, and administration of this Trust shall be determined in accordance with the laws of the State of IllinoisPennsylvania.

Section 3.10. Trust Fiscal Year. The accounting and taxable year for the Trust shall be the taxable year of ZionSolutions for federal income tax purposes. If the taxable year of ZionSolutions shall change, ZionSolutions shall notify the Trustee of such change and the accounting and taxable year of the Backup NDT must change to the taxable year of ZionSolutions.

Section 3.11. [Deleted]

Section 3.12. Representations. Each party represents and warrants to the other that it has full authority to enter into this Agreement upon the terms and conditions hereof and that the individual executing this Agreement on its behalf has the requisite authority to that party to this Agreement. ZionSolutions has received and read the "Customer Identification Program Notice", a copy of which is attached to this Agreement as Exhibit A.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound hereby, have hereunto set their hands and seals as of the day and year first above written.

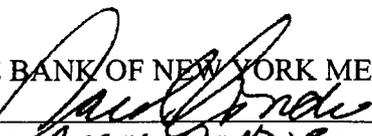
ZIONSOLUTIONS, LLC

By: 

Name: Brett Hickman

Title: General Counsel & Secretary

THE BANK OF NEW YORK MELLON

By: 

Name: Paul Condie

Title: VICE PRESIDENT

EXHIBIT A

CUSTOMER IDENTIFICATION PROGRAM NOTICE

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, all financial institutions are required by law to obtain, verify and record information that identifies each individual or entity that opens an account.

What this means for you: When you open an account, we will ask you for your name, address, taxpayer or other government identification number and other information, such as date of birth for individuals, that will allow us to identify you. We may also ask to see identification documents such as a driver's license, passport or documents showing existence of the entity.

**TERMS FOR
BACKUP
NUCLEAR DECOMMISSIONING
TRUST AGREEMENT**

Between

ZIONSOLUTIONS, LLC

and

THE BANK OF NEW YORK MELLON

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TERMS FOR
BACKUP
NUCLEAR DECOMMISSIONING
TRUST AGREEMENT

The following Terms for the Backup Nuclear Decommissioning Trust Agreement (the "Backup NDT Terms") shall apply for purposes of the Backup Nuclear Decommissioning Trust Agreement by and between ZionSolutions, LLC and the Trustee.

Any terms capitalized but not defined herein shall have the same meaning as assigned to such terms in the Trust Agreement or, if not in the Trust Agreement, in the Asset Sale Agreement.

ARTICLE 1: DEFINITIONS, NAME, AUTHORIZED ACTORS AND PURPOSE

1.1 *Definitions.* For purposes of the Backup NDT Terms, the following terms shall have the following meanings:

"Agreement," and **"Trust Agreement"** shall mean the Backup Nuclear Decommissioning Trust Agreement as it may from time to time be amended, modified, or supplemented.

"Applicable Regulatory Requirements" shall mean laws, rules, regulations, orders and license requirements of the United States of America or any state thereof in which a Plant is located that are applicable to the retention, investment and utilization of funds for the costs of the decommissioning of any Plant, including, without limitation, rules, regulations and orders issued by the NRC and any requirements set forth in the NRC-issued license to operate that Plant and any amendments thereto.

"Asset Sale Agreement" shall mean that certain Asset Sale Agreement dated as of December 11, 2007, as amended, by and among Exelon Generation Company, LLC, ZionSolutions, LLC, EnergySolutions, LLC, and EnergySolutions, Inc.

"Authorized Officer" shall mean the chief financial officer, the chief accounting officer, or the principal project management officer of ZionSolutions or other responsible officer or employee of ZionSolutions.

"Backup NDT Terms" shall mean these Terms for Backup Nuclear Decommissioning Trust Agreement.

"Code" shall mean the Internal Revenue Code of 1986, as it may be amended from time to time, and the regulations promulgated thereunder. **"Section 468A"** shall mean that section of the Code, as it may be amended from time to time, and any successor provision thereto, and the regulations promulgated thereunder. **"Section 4951"** shall mean that section of the Code, as it may be amended from time to time, and any successor provision thereto, and the regulations promulgated thereunder.

“Data Providers” shall mean pricing vendors, brokers, dealers, investment managers, subcustodians, depositories and any other person providing Market Data to the Trustee.

“Data Terms Website” shall mean <http://bnymellon.com/products/assetservicing/performanceanalytics.html> or any successor website the address of which is provided by the Trustee to ZionSolutions.

“Disbursement Certificate” shall mean a document properly completed and executed by an Authorized Officer substantially in the form of Exhibit A hereto.

“Disposal Capacity Asset” shall mean the Irrevocable Easement for Disposal Capacity and the Disposal Services Agreement.

“Disposal Services Agreement” shall mean that Disposal Services Agreement, in the form of Exhibit C, executed and delivered to the Trustee by EnergySolutions, LLC.

“ExGen” shall mean Exelon Generation Company, LLC.

“Future Orders” shall mean any orders of applicable regulatory bodies, including the NRC, and any Federal or state laws adopted, in connection with the retention, investment and utilization of funds for the costs of the decommissioning of any Plant.

“Irrevocable Easement for Disposal Capacity” shall mean that Irrevocable Easement for Disposal Capacity, in the form of Exhibit D, executed and delivered to the Trustee by EnergySolutions, LLC.

“Irrevocable Letter of Credit” shall mean that duly executed Irrevocable Letter of Credit, in the form of Exhibit E, procured and delivered to ExGen by EnergySolutions, LLC and payable to the Trustee;

“Losses” shall mean, collectively, losses, costs, expenses, damages, liabilities and claims.

“Market Data” shall mean pricing or other data related to Securities and other assets. Market data includes but is not limited to security identifiers, valuations, bond ratings, classification data, and other data received from investment managers and others.

“NRC” shall mean the United States Nuclear Regulatory Commission and any successor agency thereto.

“Plant” shall mean the Zion Station as that term is defined in the Asset Sale Agreement.

“Qualified Costs” shall mean the costs incurred in the decommissioning of the Plant (including any related common facilities), to the extent that such costs may be paid out of the Trust without contravening Applicable Regulatory Requirements.

“Service” shall mean the Internal Revenue Service.

“Trust” shall mean all sums payable to the Trustee under the Irrevocable Letter of Credit and the Disposal Capacity Asset held under the Trust Agreement, as such Agreement may be supplemented from time to time by ZionSolutions by written notice to the Trustee.

“Withdrawal Certificate” shall mean a document properly completed and executed by an Authorized Officer substantially in the form of Exhibit B hereto.

“ZionSolutions” shall mean ZionSolutions, LLC.

1.2 [Intentionally Deleted]

1.3 *Purpose of Trust Agreement.* The purpose of this Trust Agreement is to serve as an additional or backup decommissioning funding assurance for Zion Station as required under the Asset Sale Agreement. This Backup Nuclear Decommissioning Trust will be the recipient of proceeds paid on the Irrevocable Letter of Credit and will hold and exercise rights under the Disposal Capacity Asset. Any payments made pursuant to the Irrevocable Letter of Credit or cash collateral provided in lieu of the Irrevocable Letter of Credit are to be paid to and held by this Backup Nuclear Decommissioning Trust.

ARTICLE 2: TRUST DISTRIBUTIONS AND DISPOSITIVE PROVISIONS

The Trustee shall manage, invest, reinvest and, after payment of the expenses described in Section 4.1 hereof, distribute the Trust as follows:

2.1 *Deferral of Trust Distributions.* For each month in which ZionSolutions fails to achieve any Site Restoration Milestone by the applicable date determined in accordance with the Lease Agreement (as extended, if applicable, by any conditions of Force Majeure or Schedule Extension Conditions) as evidenced by a certificate and sworn statement of an Authorized Officer presented to the Trustee, the Trustee shall defer a portion of the aggregate receivables otherwise available to be disbursed to ZionSolutions or its affiliates (“Receivables”) from the Trusts by a sum equal to the lesser of (a) \$5,000,000 (pro rated if the failure to achieve a Site Restoration Milestone continued for a period of less than 30 days since it first occurred or since the date of the previous reimbursement request) or (b) the amount of the Receivables requested in the pending Disbursement Certificate or Withdrawal Certificate ZionSolutions shall indicate in such certificate the amount to be deferred. Such monthly deferrals of Receivables shall continue (and any such deferred Receivables shall not be submitted for reimbursement from the Trust) until completion of the applicable Site Restoration Milestone, as evidenced by a subsequent certificate and sworn statement of an Authorized Officer, at which time such Receivables that have been deferred in accordance with this Section 2.1 may be disbursed, without interest, from the Trust, subject to any other applicable limitation in this Agreement. Disbursements to third parties that are not affiliates of ZionSolutions, or reimbursement of Qualified Costs actually incurred by ZionSolutions and paid to third parties not affiliated with ZionSolutions, shall be not be affected by this provision, and, except as otherwise provided in

this Agreement, nothing shall restrict distributions from the Trust to meet such obligations. In addition to the foregoing limitations on disbursements from the Trust, the Trustee shall not make a disbursement from the Trusts (unless authorized in writing by ExGen) if, as evidenced by a certificate and sworn statement from an Authorized Officer presented to the Trustee (a) immediately prior to such requested disbursement, Costs to Completion exceed Projected NDT Value or (b) after giving effect to such requested disbursement, Costs to Completion will exceed Projected NDT Value, unless, in the case of either clause (a) or (b), ZionSolutions has certified that it has complied with all applicable procedures of Section 6.21 of the Asset Sale Agreement. The Trustee shall be under no duty to inquire into the correctness or accuracy of matters contained in a certificate presented pursuant to the provisions of this Section unless representatives of the Trustee then approving any withdrawal or disbursement based on such certificate have actual knowledge of the falsity of any statements made therein.

2.2 *Payment of Nuclear Decommissioning Costs.*

(a) Subject to the restrictions contained in Sections 2.1 and 2.2(d), the Trustee shall make payments of Qualified Costs or comply with the written direction of ZionSolutions in accordance with the following procedures:

(i) *Disbursements to Third Parties.* The Trustee shall use funds drawn on the Irrevocable Letter of Credit and paid into the Trust to make payments of Qualified Costs to any person (other than ZionSolutions) for goods provided or labor or other services rendered to ZionSolutions in connection with the decommissioning of a Plant as described in a Disbursement Certificate.

(ii) *Reimbursement.* The Trustee shall use funds drawn on the Irrevocable Letter of Credit and paid into the Trust to make payments to ZionSolutions in reimbursement of Qualified Costs actually incurred by ZionSolutions or incurred and paid by ZionSolutions to any other person as described in a Withdrawal Certificate.

(b) The Trustee shall be under no duty to inquire into the correctness or accuracy of matters contained in a Disbursement Certificate, a Withdrawal Certificate, or a written direction to assign the Disposal Capacity Asset unless representatives of the Trustee then approving any withdrawal, disbursement, or action to assign the Disposal Capacity Asset based on such certificate have actual knowledge of the falsity of any statements made therein.

(c) ZionSolutions hereby agrees to indemnify the Trustee and hold it harmless from any tax imposed pursuant to Section 4951 with respect to a disbursement, reimbursement or action to assign the Disposal Capacity Asset made by the Trustee pursuant to this Section 2.2 in reliance on a Disbursement Certificate, a Withdrawal Certificate, or a written direction to assign the Disposal Capacity Asset, *provided*

representatives of the Trustee then approving such disbursement, reimbursement or action to assign the Disposal Capacity Asset do not have actual knowledge of the falsity of any statements made in the related Disbursement Certificate, Withdrawal Certificate, or written direction to assign the Disposal Capacity Asset that would have prevented the imposition of such tax.

(d) Except for administrative costs as provided in Sections 2.5 and 4.1 hereof, no disbursements or payments from the Trust shall be made by the Trustee:

(i) where the purpose of such proposed disbursement, payment, or use of the Disposal Capacity Asset either in whole or in part is not for Qualified Costs; and

(ii) unless the Disbursement Certificate or Withdrawal Certificate (a "Distribution Request") presented to the Trustee contains a certificate and sworn statement from an Authorized Officer setting forth as of the date specified in such Distribution Request that the costs submitted in the Distribution Request cannot be disbursed or reimbursed from any other fund established for the nuclear decommissioning of the Plant (other than by reason of any required deferral of payment of Receivables); and

(iii) unless either (A) ExGen has submitted a written consent to the Distribution Request or (B) the Distribution Request presented to the Trustee contains a certificate and sworn statement from an Authorized Officer confirming that ZionSolutions has not failed to achieve a Site Restoration Milestone as described in Section 2.1, or if ZionSolutions has failed to achieve a Site Restoration Milestone, a reasonably detailed description of the Site Restoration Milestone that ZionSolutions has failed to achieve, including the applicable date on which the Site Restoration Milestone was to be achieved, determined in accordance with the Lease Agreement, and either the date on which the Site Restoration Milestone was subsequently achieved or a statement that the Site Restoration Milestone has not been achieved and Receivables are subject to deferral pursuant to Section 2.1; and

(iv) unless the Disbursement Certificate, Withdrawal Certificate, or a written direction to assign the Disposal Capacity Asset presented to the Trustee contains a certificate and sworn statement from an Authorized Officer that an Event of Default has occurred.

2.3 Exercise of Rights. The Trustee shall not enter into or consent to any amendment, modification, waiver, termination or assignment of any provision of the Irrevocable Easement for Disposal Capacity or the Disposal Services Agreement without the written direction of an Authorized Officer and the prior written consent of ExGen. Upon and following an Event of Default the Trustee shall, pursuant to the written direction of an Authorized Officer or ExGen,

assign all of its rights, responsibilities, title and interest in, to and under the Disposal Services Agreement and the Irrevocable Easement for Disposal Capacity to Zion Solutions or its successors and assigns in accordance with Paragraph 23 of the Disposal Services Agreement and Paragraph 7 of the Irrevocable Easement for Disposal Capacity, respectively.

2.4 [Intentionally Deleted]

2.5 *Remittance and Payment of Taxes*

(a) [Intentionally Deleted]

(b) *Remittance of Taxes.* The Trustee shall remit to ZionSolutions, within 15 business days after a ZionSolutions request therefor the amount from the Trust which ZionSolutions certifies in writing as the amount by which ZionSolutions' Federal and, if applicable, state income taxes for the preceding fiscal year were increased by the net income of such Trust. The Trustee shall be under no duty to inquire into the correctness or accuracy of any such certificate.

(c) *Unrelated Business Taxable Income.* To the extent that assets of the Trust are segregated in an investment management account pursuant to Section 3.8(a) hereof, the Investment Manager shall have the sole responsibility to make any determination as to whether any investment of such assets results in unrelated business taxable income and shall prepare any applicable tax information returns and/or other reports pursuant to Section 3.5. The Trustee shall act at the direction of the Investment Manager consistent with the provisions of Section 2.5(a), 2.5(b) and 3.5 hereof.

2.6 [Intentionally Deleted]

2.7 *Time of Termination.* The Trust Agreement shall terminate upon the earlier to occur of the following events:

(a) The achievement of End State Conditions required under the Asset Sale Agreement and the Lease Agreement as evidenced to the Trustee by the written certification of an Authorized Officer and a confirming written certification of ExGen.

(b) The distribution from the Trust of all amounts drawn from the Letter of Credit and assignment of the Easement for Disposal Capacity.

2.8 *Distribution of Trust Upon Termination.* Upon the termination of the Trust Agreement, the Trustee shall distribute the entire remaining amount of the Trust, including all accrued, accumulated, and undistributed net income, to EnergySolutions, Inc.

2.9 *Alterations and Amendments.* The Trustee and ZionSolutions understand and agree that amendments may be required to the Trust Agreements and/or these Backup NDT

Terms from time to time to effectuate the purpose of the Trust Agreement and to comply with amendments to or changes in Applicable Regulatory Requirements, changes in tax laws, regulations or rulings (whether published or private) of the Service, and any other changes in the laws applicable to ZionSolutions, the Plant or the Trust Agreement. ZionSolutions and the Trustee may amend the Trust Agreement and/or these Backup NDT Terms to the extent necessary or desirable to effectuate such purpose or to comply with such changes; *provided, however*, that Sections 2.1, 2.2, 2.3, 2.7, and 2.9 of these Backup NDT Terms and Sections 1.04 and 3.07 of the Trust Agreement may not be amended without the prior written approval of ExGen; and *provided further* that neither the Trust Agreement nor these Backup NDT Terms may be modified in any material respect without first providing 30 days' prior written notice to the NRC Director, Office of Nuclear Reactor Regulation and to ExGen, and absent notice of objection from the NRC Director, Office of Nuclear Reactor Regulation, prior to the effective date of any such amendment. ZionSolutions shall furnish the Trustee with an opinion of legal counsel that any such amendment does not violate Applicable Regulatory Requirements, and that all necessary approvals to such amendment have been obtained. Notwithstanding the foregoing, the Trustee may decline to adopt such amendment, if such amendment materially increases the expenses or responsibilities of the Trustee and no adequate provision has been made to compensate the Trustee for such increase, or if the Trustee would be unable with reasonable effort to comply with its duties as to be amended.

2.10 *No Authority to Conduct Business.* The purpose of the Trust Agreement is limited to the matters set forth in Section 1.3 hereof. Neither the Trust Agreement nor these Backup NDT Terms shall be construed to confer upon the Trustee any authority to conduct business.

ARTICLE 3: GENERAL PROVISIONS RELATING TO THE TRUSTEE

The appointment of any successor Trustee, provisions governing resignation and compensation of the Trustee, and the general rules governing the relationships of the Trustee and ZionSolutions and any third parties are as follows:

3.1 *Designation and Qualification of Successor Trustees.* At any time during the term of the Trust Agreements, ZionSolutions shall have the right, with respect to the Trust, to remove the Trustee acting under the Trust Agreement and appoint another qualified entity as a successor trustee upon 60 days' notice in writing to the Trustee, or upon such shorter notice as may be acceptable to the Trustee. Any Trustee shall have the right to resign at any time upon 60 days' notice in writing to ZionSolutions and upon such resignation ZionSolutions shall appoint another qualified entity as a successor Trustee for the Trust.

Any successor Trustee shall qualify by a duly acknowledged acceptance of the Trust Agreement, the Trust created hereunder and these Backup NDT Terms, delivered to ZionSolutions. Upon acceptance of such appointment by the successor Trustee, the Trustee shall transfer to such successor Trustee the Disposal Capacity Asset. Any successor Trustee shall have all the rights, powers, duties and obligations herein granted to the original Trustee.

If for any reason ZionSolutions is unable to or does not appoint a successor Trustee within 90 days after the resignation or removal of the Trustee for the Trust as provided above, ZionSolutions, or the Trustee may apply to a court of competent jurisdiction for the appointment of a successor Trustee.

3.2 Compensation and Reimbursement. The Trustee shall be entitled to compensation from ZionSolutions at such rates as may be approved in writing from time to time by ZionSolutions. Subject to the approval of ZionSolutions (which shall not be unreasonably withheld or delayed), the Trustee shall be entitled to be reimbursed from ZionSolutions for out-of-pocket expenses, including, but not limited to, expenses of agents, auditors and counsel, incurred in connection with the administration of such Trust. ZionSolutions acknowledges that, as part of the Trustee's compensation, the Trustee will earn interest on balances, including disbursement balances and balances arising from purchase and sale transactions as disclosed in the Trustee's float policy. Expenses for which ZionSolutions may reimburse the Trustee also include taxes of any kind whatsoever that may be levied or assessed under existing or future laws of any jurisdiction upon or in respect of the Trust. The Trustee may take all action necessary to pay for, and settle, Authorized Transactions, including exercising the power to borrow or raise monies from the Trustee in its corporate capacity or an affiliate. To secure advances made to settle or pay for Authorized Transactions, including payment for securities and disbursements, ZionSolutions grants to the Trustee a first priority security interest in the Trust, all Property therein, all income, substitutions and proceeds, whether now owned or hereafter acquired (the "Collateral"); provided that ZionSolutions does not grant the Trustee a security interest in any securities issued by an affiliate of the Trustee (as defined in Section 23A of the Federal Reserve Act) or in the Disposal Capacity Assets. The parties intend that as the securities intermediary with respect to the Collateral, the Trustee's security interest shall automatically be perfected when it attaches. The Trustee shall be entitled to collect from the Trust sufficient cash for reimbursement and, if such cash is insufficient, dispose of the assets of the Trust to the extent necessary to obtain reimbursement. To the extent the Trustee advances funds to the Trust for disbursements or to effect the settlement of purchase transactions, the Trustee shall be entitled to collect from the Trust reasonable charges established under the Trustee's standard overdraft terms, conditions and procedures.

3.3 Transactions With Third Parties. No person or organization dealing with the Trustee shall be required to inquire into or to investigate its authority for entering into any transaction or to see to the application of the proceeds of any such transaction.

3.4 Financial Statements. In the event funds are drawn from the Letter of Credit and deposited with the Trust the Trustee shall furnish monthly audited statements for the Trust to ZionSolutions not later than the 15th business day of the following month. The statements shall show the financial condition of the Trust, including, without limitation, the market value of the assets, and the income and expenses of the Trust for the period since the preceding statement. Any such statement may be approved by ZionSolutions with respect to the Trust by written notice to the Trustee or by failure to object to such statement within 180 days after the date upon which such statement was delivered to ZionSolutions. The approval of any such statement shall constitute a full and complete discharge of the Trustee as to all matters set forth in such statement; *provided, however*, that the foregoing shall not relieve or absolve the Trustee from

any liability associated with a failure to perform its fiduciary responsibilities. The statements shall be audited upon direction of ZionSolutions by independent certified public accountants, subject to the limitations contained in Section 4.9 hereof. In providing pricing or other Market Data in connection with this Agreement, the Trustee is authorized to use Data Providers to provide such Market Data. The Trustee may follow Authorized Instructions in providing pricing or other Market Data, even if such instructions direct the Trustee to override its usual procedures and Market Data sources. The Trustee shall be entitled to rely without inquiry on all Market Data (and all Authorized Instructions related to Market Data) provided to it, and the Trustee shall not be liable for any Losses incurred as a result of errors or omissions with respect to any Market Data utilized by the Trustee or ZionSolutions hereunder. Zion Solutions acknowledges that certain pricing or valuation information may be based on calculated amounts rather than actual market transactions and may not reflect actual market values, and that the variance between such calculated amounts and actual market values may be material. Market Data may be the intellectual property of the Data Providers, which may impose additional terms and conditions upon ZionSolutions's use of the Market Data. The additional terms and conditions can be found on the Data Terms Website.

3.5 *Tax Returns, Tax Information Returns and Other Reports.* The Trustee shall prepare or cause to be prepared tax information returns and such reports as may be required from time to time for the Trust, and shall provide copies thereof to ZionSolutions in advance of its filing for review. The Trustee shall provide to ZionSolutions all statements, documents, lists, or other information related to such tax returns and information returns reasonably requested by ZionSolutions. The Trustee shall also sign all such tax information returns, and the Trustee shall file them or cause them to be filed with the appropriate government agencies. The Trustee shall cooperate with all requests made by regulatory agencies related to such tax returns and information returns and shall provide copies to ZionSolutions in advance of all information related to such tax returns and information returns submitted by the Trustee to regulatory agencies (unless prohibited by the terms of such request). Notwithstanding the foregoing, no such notice shall be required in the case of disclosure by the Trustee to any of its regulators.

3.6 *Nominees; Depositories.* The Trustee may cause any investment, either in whole or in part, in the Trust to be registered in, or transferred into, the Trustee's name or the names of a nominee or nominees, including but not limited to that of the Trustee or an affiliate of the Trustee, a clearing corporation, or a depository, or in book entry form, or to retain any such investment unregistered or in a form permitting transfer by delivery, provided that the books and records of the Trustee shall at all times show that such investments are a part of the Trust; and to cause any such investment, or the evidence thereof, to be held by the Trustee, in a depository, in a clearing corporation, in book entry form, or by any subcustodian or other entity or in any other manner permitted by law; *provided* that the Trustee shall not be responsible for any losses resulting from the deposit or maintenance of securities or other property (in accordance with market practice, custom, or regulation) with any recognized foreign or domestic clearing facility, book-entry system, centralized custodial depository, or similar organization.

3.7 *Future Orders.* ZionSolutions shall promptly advise the Trustee in writing of the existence of any Future Orders having the effect of imposing new or different responsibilities upon the Trustee under the Trust Agreement or these Backup NDT Terms.

3.8 *Appointment of Investment Manager.*

(a) ZionSolutions shall have the right from time to time to appoint and remove one or more Investment Managers for the Trust held under the applicable Trust Agreement and to direct the segregation of any part or all of any such Trust into one or more accounts to be known as "*investment manager accounts*" and if ZionSolutions does so, it shall appoint an individual, partnership, association, or corporation as Investment Manager to manage the portion of any Trust so segregated, *provided, however,* that ZionSolutions, its affiliates, and its subsidiaries and persons representing them shall not provide day-to-day management direction of investments or direction on individual investments to either the Trustee or an investment manager. Written notice of any such appointment and/or removal shall be given to the Trustee and the Investment Manager so appointed. The appointment, after the date hereof, shall be accomplished using an investment manager agreement signed by ZionSolutions and the Investment Manager. The Trustee may assume that any investment manager account previously established and the prior appointment of any Investment Manager for that account continues in force until receipt of written notice to the contrary from ZionSolutions. As long as the Investment Manager is acting, the Investment Manager shall have full authority to direct the acquisition, retention and disposition of the assets from time to time comprising the investment manager account being managed by the Investment Manager, in accordance with Sections 2.5(c), 4.2, 4.3, 4.4 and 4.5 hereof. Upon the segregation of the assets in accordance with ZionSolutions instructions, the Trustee, as to those assets while so separated, shall be released and relieved of all investment duties, investment responsibilities and investment liabilities normally or statutorily incident to a trustee; *provided, however,* that the Trustee shall review the transactions in each investment manager account for the purpose of determining whether any assets acquired or any pending asset acquisitions (as to which the Trustee has been given information) are Prohibited Investments as provided in Section 4.3 hereof. In the event that the Trustee determines as a result of any such review that an investment is a Prohibited Investment as provided in Section 4.3, hereof, then it shall notify ZionSolutions and the applicable Investment Manager within a reasonable period of time after such determination by telephone, with confirmation in writing. The Trustee shall retain all other fiduciary duties with respect to assets the investment of which is directed by investment managers.

(b) ZionSolutions hereby agrees to indemnify the Trustee and hold it harmless from any liability or expense incurred without negligence, willful misconduct, recklessness or bad faith on the part of the Trustee, in connection with or arising out of: (i) any action taken or omitted or any investment or disbursement of any part of the investment manager account made by the Trustee at the direction of the Investment Manager, or (ii) any action taken by the Trustee pursuant to notification of an order

issued by an Investment Manager to purchase or sell securities directly to a broker or dealer under a power of attorney.

(c) To the extent that ZionSolutions notifies the Trustee that any Trust assets are currently not allocated to an investment manager account, to the extent agreed to by the Trustee in writing, the Trustee shall have investment responsibility for such assets until further notice from ZionSolutions, and shall hold, invest and reinvest such assets subject to any investment guidelines issued to it by ZionSolutions, and subject further to the provisions of Sections 4.2 and 4.3 hereof.

3.9 [Intentionally Deleted].

3.10 *Certain Duties and Responsibilities of the Trustee.*

(a) In the absence of bad faith on its part, the Trustee may conclusively rely upon certificates or opinions furnished to the Trustee and conforming to the requirements of the Trust Agreement and these Backup NDT Terms; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall have no duty to examine the same to determine whether they conform to the requirements of the Trust Agreement and these Backup NDT Terms unless the representative of the Trustee involved with the certificate in question has actual knowledge of the falsity of any statement made therein.

(b) In performing its duties under this Agreement, the Trustee shall exercise the same care and diligence that it would devote to its own property in like circumstances. The duties of the Trustee shall only be those specifically undertaken pursuant to this Agreement. The Trustee shall not be liable for any action taken by it in good faith and without negligence and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement and may consult with counsel of its own choice (including counsel for ZionSolutions) and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and without negligence and in accordance with the opinion of such counsel. ZionSolutions hereby agrees to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence, willful misconduct or bad faith on the part of the Trustee, arising out of or in connection with its entering into this Agreement and carrying out its duties hereunder, including the costs and expenses of defending itself against any claim of liability. Except as otherwise provided in this Agreement, the Trustee shall be liable for the actions of its nominees and the agents it selects.

The Trustee shall not be responsible or liable for any losses or damages suffered by the Trust arising as a result of the insolvency of any custodian, subtrustee or subcustodian, except to the extent the Trustee was negligent in its selection or continued

retention of such entity. Under no circumstances shall the Trustee be liable for any indirect, consequential, or special damages with respect to its role as Trustee.

3.11 *Certain Rights of Trustee.*

(a) ZionSolutions shall notify the Trustee in writing of all Authorized Officers and the rights, powers and duties of each such person or entity. Any Investment Manager appointed pursuant to Section 3.8 shall notify the Trustee in writing of all persons or entities who are authorized to act on its behalf and the rights, powers and duties of each such person or entity. The Trustee shall be entitled to deal with any such person or entity identified by ZionSolutions or by an Investment Manager (“Authorized Party” or “Authorized Parties”) until notified otherwise in writing.

(b) “Authorized Instructions” shall mean (i) all directions to the Trustee from an Authorized Party pursuant to the terms of this Agreement; (ii) all directions by or on behalf of ZionSolutions to the Trustee in its corporate capacity (or any of its affiliates) with respect to contracts for foreign exchange; (iii) all directions by or on behalf of ZionSolutions pursuant to an agreement with Trustee (or any of its affiliates) with respect to benefit disbursement services or information or transactional services provided via a web site sponsored by the Trustee (or any of its affiliates) (e.g., the “Workbench web site”) and (iv) all directions by or on behalf of ZionSolutions pursuant to any other agreement or procedure between Trustee (or any of its affiliates) and ZionSolutions, if such agreement or procedure specifically provides that authorized persons thereunder are deemed to be authorized to give instructions under this Agreement. Authorized Instructions shall be in writing, transmitted by first class mail, overnight delivery, private courier, facsimile, or shall be an electronic transmission subject to the Trustee’s policies and procedures, other institutional delivery systems or trade matching utilities as directed by an Authorized Party and supported by the Trustee, or other methods agreed upon in writing by ZionSolutions and the Trustee. The Trustee may, in its discretion, accept oral directions and may require confirmation in writing. However, where the Trustee acts on an oral direction prior to receipt of a written confirmation, the Trustee shall not be liable if a subsequent written confirmation fails to conform to the oral direction.

(c) The Trustee shall be fully protected in acting in accordance with all instructions that the Trustee reasonably believes to be Authorized Instructions.

(d) “Authorized Transactions” shall mean any action or series of actions resulting from Authorized Instructions.

(e) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by the Trust Agreement at the request or direction of ZionSolutions pursuant to the Trust Agreement or these Backup NDT Terms, unless ZionSolutions shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

(f) Notwithstanding anything in this Agreement to the contrary, the Trustee shall not be responsible or liable for its failure to perform under this Agreement or for any losses to the Trust resulting from any event beyond the reasonable control of the Trustee, its agents or subcustodians, including but not limited to nationalization, strikes, expropriation, devaluation, seizure, or similar action by any governmental authority, de facto or de jure; or enactment, promulgation, imposition or enforcement by any such governmental authority of currency restrictions, exchange controls, levies or other charges affecting the Trust's property; or the breakdown, failure or malfunction of any utilities or telecommunications systems; or any order or regulation of any banking or securities industry including changes in market rules and market conditions affecting the execution or settlement of transactions; or acts of war, terrorism, insurrection or revolution; or acts of God; or any other similar event. This Section shall survive the termination of this Agreement.

ARTICLE 4: TRUSTEE'S POWERS

The Trustee shall have, with respect to the Trust Agreement, the following powers, all of which powers are fiduciary powers to be exercised in a fiduciary capacity and in the best interests of the Trust, and which are to be exercised as the Trustee, acting in such fiduciary capacity, in its discretion, shall determine, except that the Trustee shall not act in its discretion but only at the direction of an appointed Investment Manager in the exercise of those powers given in Sections 4.2, 4.3, 4.4 and 4.5 hereof with respect to the acquisition, retention, and disposition of the assets of an investment manager account, which are intended in no way to limit the general powers of the office. The Subordinated Trustee shall have those powers set forth in an appropriate Subordinated Trust Agreement, which shall not be inconsistent with the material terms of the Trust Agreement or these Backup NDT Terms.

4.1 *Payment of or Provision for Expenses of Administration.* The Trustee shall have the power to incur, pay or make provision for any and all charges, taxes, and expenses upon or connected with the Trust Agreement in the discharge of its fiduciary obligations thereunder (and other incidental expenses of the Trust (including legal, accounting, actuarial and trustee expenses)).

4.2 *Investment of Trust Fund: Prudent Investor Standard.*

(a) In the event funds are drawn from the Letter of Credit and deposited with the Trust, and pending any other permissible use of the Trust held under the Trust Agreement, and subject to the limitations provided in Section 4.3 of these Backup NDT Terms, the Trustee shall have the power and authority to invest and reinvest all or any part of the assets of such Trust, including any undistributed income therefrom, in a manner consistent with the "prudent investor" standard as specified in 18 CFR § 35.32(a)(3) of the Federal Energy Regulatory Commission regulations and in such a way as to attempt to achieve reasonable after-tax returns thereon, considering the pattern of

cash flow, decommissioning schedule and other such considerations made known to the Trustee by ZionSolutions. Any investment advisor or other person directing such investments shall adhere to the "prudent investor" standard, as specified in 18 CFR § 35.32(a)(3).

(b) In the exercise of the power and authority set forth in Section 4.2(a) hereof, the Trustee has the following powers and authority:

(i) to purchase, receive or subscribe for any securities or other property and to retain in trust such securities or other property;

(ii) to sell, exchange, convey, transfer, lend, or otherwise dispose of any property held in the Trust and to make any sale by private contract or public auction; and no person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency or propriety of any such sale or other disposition;

(iii) to vote in person or by proxy any stocks, bonds or other securities held in the Trust;

(iv) to exercise any rights appurtenant to any such stocks, bonds or other securities for the conversion thereof into other stocks, bonds or securities, or to exercise rights or options to subscribe for or purchase additional stocks, bonds or other securities, and to make any and all necessary payments with respect to any such conversion or exercise, as well as to write options with respect to such stocks and to enter into any transactions in other forms of options with respect to any options which the Trust has outstanding at any time;

(v) to join in, dissent from or oppose the reorganization, recapitalization, consolidation, sale or merger of corporations or properties of which the Trust may hold stocks, bonds or other securities or in which it may be interested, upon such terms and conditions as deemed wise, to pay any expenses, assessments or subscriptions in connection therewith, and to accept any securities or property, whether or not trustees would be authorized to invest in such securities or property, which may be issued upon any such reorganization, recapitalization, consolidation, sale or merger and thereafter to hold the same. To the extent that any securities that are accepted are attributable to an investment manager account, the provisions of Section 3.8(a) apply with respect to Trustee review for Prohibited Investments under Section 4.3 and notification of ZionSolutions and the applicable Investment Manager;

(vi) to enter into any type of contract with any insurance company or companies, either for the purposes of investment or otherwise; provided that no insurance company dealing with the Trustee shall be considered to be a party to the Trust Agreement and these Backup NDT Terms and shall only be bound by and held accountable to the extent of its contract with the Trustee. Except as

otherwise provided by any contract, the insurance company need only look to the Trustee with regard to any instructions issued and shall make disbursements or payments to any person, including the Trustee, as shall be directed by the Trustee. Where applicable, the Trustee shall be the sole owner of any and all insurance policies or contracts issued. Such contracts or policies, unless otherwise determined, shall be held as an asset of the Trust for safekeeping or custodian purposes only;

(vii) to invest assets of the Trust in foreign and domestic futures contracts, options on futures contracts, options contracts, swaps, short sales and other derivative investments, and, in connection with such investments, to transfer assets of the Trust to brokers or other third parties as margin or collateral at the direction of the Investment Manager; *provided, however*, that the Investment Manager and Trustee shall have first entered into an appropriate account agreement with such broker or third party. Notwithstanding anything to the contrary contained in the Trust Agreement or these Backup NDT Terms, the Trustee shall have no custodial responsibility for any assets so transferred;

(viii) to invest in any collective, common or pooled Trust operated or maintained exclusively for the commingling and collective investment of monies or other assets including any such fund operated or maintained by the Trustee or its affiliates. Notwithstanding the provisions of this Agreement which place restrictions upon the actions of the Trustee or an Investment Manager, to the extent monies or other assets are utilized to acquire units of any collective trust, the terms of the collective trust indenture shall solely govern the investment duties, responsibilities and powers of the trustee of such collective trust and, to the extent required by law, such terms, responsibilities and powers shall be incorporated herein by reference and shall be part of this Agreement. For purposes of valuation, the value of the interest maintained by the Fund in such collective trust shall be the fair market value of the collective fund units held, determined in accordance with generally recognized valuation procedures. ZionSolutions expressly understands and agrees that any such collective fund may provide for the lending of its securities by the collective fund trustee and that such collective fund's trustee will receive compensation from such collective fund for the lending of securities that is separate from any compensation of the Trustee hereunder, or any compensation of the collective fund trustee for the management of such collective fund. The Trustee is authorized to invest in a collective fund which invests in The Bank of New York Mellon Corporation stock in accordance with the terms and conditions of the Department of Labor Prohibited Transaction Exemption 95-56 (the "Exemption") granted to the Trustee and its affiliates and to use a cross-trading program in accordance with the Exemption. ZionSolutions acknowledges receipt of the notice entitled "Cross-Trading Information", a copy of which is attached to this Agreement as Exhibit F; and

(ix) to make foreign investments, including investments to be maintained abroad; *provided, however*, that such authority is limited to those foreign jurisdictions in which the Trustee has selected a foreign custodian in accordance with Section 4.7 hereof.

Notwithstanding anything else in this Agreement to the contrary, including, without limitation, any specific or general power granted to the Trustee, including the power to invest in real property, no portion of the Fund shall be invested in real estate. For this purpose, "real estate" includes, but is not limited to, real property, leaseholds or mineral interests.

(c) ZionSolutions recognizes that settlements of transactions may be effected in trading and processing practices customary in the jurisdiction or market where the transaction occurs. ZionSolutions acknowledges that this may, in certain circumstances, require the delivery of cash or securities (or other property) without the concurrent receipt of securities (or other property) or cash and, in such circumstances, ZionSolutions shall have sole responsibility for non-receipt of payment (or late payment) by the counterparty.

(d) All investments must be sufficiently liquid to enable the Trust to fulfill the purpose of the Trust Agreement and to satisfy obligations as they become due as communicated in writing to the Trustee. Nothing in this Section 4.2 shall be construed as requiring the Trustee to make any investigation as to when any of the Plants may be decommissioned or when obligations relating to such decommissioning may be expected to become due.

4.3 *Prohibited Investments.* The Trustee shall assure that the assets of the Trusts are not invested or reinvested in the following Prohibited Investments:

(a) Any securities or other obligations of EnergySolutions, Inc. or affiliates thereof, or their successors or assigns; or

(b) Any securities or other obligations of any entity owning or operating one or more nuclear power plants; *provided, however*, that the foregoing restriction shall not prevent investments tied to market indices or other non-nuclear sector mutual funds; or

(c) Any investment which would contravene any Future Orders in effect at the time such investment or reinvestment is made and previously furnished to the Trustee with reference to the Trust;

provided, however, that with respect to the securities and obligations prohibited under clauses (a) and (b), ZionSolutions provides a list of such securities and obligations and their issuer code and/or CUSIPs.

4.4 *Management of Trusts.*

The Trustee shall have the power to sell, exchange or otherwise dispose of all or any part of any Trust held hereunder, without prior application to or approval by or order of any court, upon such terms and in such manner and at such prices as the Trustee shall determine; to modify, renew, or extend, bonds, notes, or other obligations or any installment of principal thereof or any interest due thereon and to waive any defaults in the performance of the terms and conditions thereof; and to execute and deliver any and all assignments, bonds, or other instruments in connection with these powers, at such times, in such manner and upon such terms and conditions as the Trustee may be deemed expedient. The Trustee's determinations of manner of sales, terms, prices and the exercise of other powers granted herein, if reasonably made, are not to be questioned.

4.5 *Extension of Obligations and Negotiation of Claims.* Subject to the limitations contained in Sections 4.2, 4.3 and 4.4 hereof, the Trustee shall have the power to renew or extend the time of payment of any obligation, secured or unsecured, payable to or by any Trust, for as long a period or periods of time and on such terms as it shall determine; and, subject to the approval of ZionSolutions (which shall not be unreasonably withheld or delayed), to adjust, settle, compromise, and arbitrate claims or demands in favor of or against the Trust, including claims for taxes, upon such terms as it deems advisable.

4.6 [Intentionally Deleted].

4.7 Foreign Custodians.

(a) The Trustee shall have the power to appoint foreign custodians as agent of the Trustee to custody foreign securities holdings of the Trust or any investment manager account. Custody of foreign investments shall be maintained with foreign custodians selected by the Trustee. In the case of an investment manager account, the Investment Manager shall have sole responsibility for the decision to maintain the custody of foreign investments in its investment manager account abroad, which decision shall be subject to the limitation contained in the foregoing second sentence of this Section 4.7(a). The Trustee shall have no responsibility for losses to the Trust resulting from the acts or omissions of any foreign custodian appointed by the Trustee unless due to the foreign custodian's fraud, negligence or willful misconduct.

(b) The Trustee shall have the power to utilize any tax reclaim procedures with respect to taxes withheld to which the Trust may be entitled under applicable tax laws, treaties and regulations; provided that any exercise of such power by the Trustee shall be on a reasonable efforts basis.

4.8 Securities Lending. Pursuant to a written agreement between the Trustee and ZionSolutions, the Trustee shall have authority to lend funds drawn from the Letter of Credit and deposited with the Trust.

4.9 Retention and Removal of Professional Service Providers. The Trustee shall have the power to employ attorneys, accountants, agents, and custodians as it shall deem advisable and in accordance with Section 3.2 to make such payments thereof as the Trustee shall deem reasonable for the implementation of the purpose of the Trust Agreements. The Trustee shall have the absolute right to dismiss any such agents for any reason whatsoever; *provided* that the Trustee's selection of an accounting firm shall be subject to the prior consent of ZionSolutions, which consent shall not be unreasonably withheld.

4.10 Right to Assign Disposal Capacity Assets. The Trustee shall have the power to make a Qualified Assignment of the Disposal Services Agreement, as defined therein, and the power to make a Permitted Assignment of the Irrevocable Easement for Disposal Capacity, as defined therein.

4.11 Delegation of Ministerial Powers. The Trustee shall have the power to delegate to other persons such ministerial powers and duties as it may deem to be advisable.

4.12 Discretion in Exercise of Powers. The Trustee shall have the power to do any and all other acts which the Trustee shall deem proper to effectuate the powers specifically conferred upon it by the Trust Agreement and these Backup NDT Terms; *provided, however*, that this Section 4.12 shall not authorize the Trustee to do any act or participate in any transaction which would (a) contravene any provision of the Trust Agreement or these Backup NDT Terms; or (b) violate the terms and conditions of, or cause the Trust held under the Trust Agreement not to satisfy Applicable Regulatory Requirements.

EXHIBIT A

DISBURSEMENT CERTIFICATE Backup Decommissioning Trust

The undersigned, being a duly Authorized Officer of ZionSolutions, LLC, a Delaware limited liability company ("ZionSolutions"), and, in such capacity, being duly authorized and empowered to execute and deliver this certificate, hereby certifies to the Trustee of the ZionSolutions, LLC Backup Decommissioning Trust (the "*Trust*"), pursuant to Section 2.2(a)(i) of the Terms for Backup Nuclear Decommissioning Trust Agreement (the "*Backup NDT Terms*"), between ZionSolutions and the Trustee, as follows:

(a) There is due and owing to each Payee identified in Exhibit 1 attached hereto ("*Payees*") [all/a portion of] the invoiced cost to ZionSolutions for goods or services provided in connection with the Decommissioning and other work required to achieve End State Conditions at the Zion Station as evidenced by the Invoice Schedule (with supporting exhibits) attached as Exhibit 1 hereto;

(b) All such amounts due and owing to such Payees constitute Qualified Costs;

(c) All conditions precedent to the making of this disbursement set forth in any agreement between each such Payee and ZionSolutions have been fulfilled;

(d) No Payee is a "disqualified person" within the meaning of Section 4951 or Section 468A by reason of an affiliation with ZionSolutions or, if any are, then the payment constitutes compensation or payment or reimbursement of expenses which are reasonable and necessary to carry out the purpose of the Trust(s) and the payment is not excessive;

(e) The payment of the amounts owing meets Applicable Regulatory Requirements, requirements of the Code, and all necessary consents and approvals for such payment have been obtained;

(f) Exhibit 1 attached hereto sets forth as of the date of this Disbursement Certificate costs that cannot be disbursed or reimbursed from any other fund established for the Decommissioning of the Plant (other than by reason of any required deferral of payment of receivables);

(g) An Event of Default has occurred as defined in the Asset Sale Agreement. However, ZionSolutions has complied with all applicable requirements of Section 6.21 of the Asset Sale Agreement and the requested disbursement does not exceed any applicable limitation of Section 2.1 of the Master Terms; and

(h) Pursuant to Section 2.2(d)(iii) of the Backup NDT Terms:

ZionSolutions has not failed to achieve a Site Restoration Milestone; or

ZionSolutions has failed to achieve a Site Restoration Milestone, and Exhibit 2 attached hereto sets forth a description of the Site Restoration Milestone that ZionSolutions has failed to achieve, including the applicable date on which the Site Restoration Milestone was to be achieved; and

Exhibit 2 includes the date on which the Site Restoration Milestone was subsequently achieved; or

the Site Restoration Milestone has not been achieved and the Receivables (or portion thereof) described in Exhibit 1 are subject to deferral pursuant to Section 2.1 of the Backup NDT Terms.

Accordingly, subject to the requirements of Section 2.2(d) of the Backup NDT Terms, you are directed to permit the disbursement of the amounts indicated on Exhibit 1 hereto from the Trust in order to permit payment of such sum(s) to be made to the aforementioned Payees for such purpose. You are further directed to disburse such sum(s), once withdrawn, directly to such Payees, in the manner indicated on Exhibit 1 hereto.

Capitalized terms used herein without definition shall have the meanings given to such terms in the Trust Agreements and the Backup NDT Terms.

CERTIFIED and sworn to this ____ day of _____, ____.

ZIONSOLUTIONS, LLC

By: _____
Duly Authorized Officer

EXHIBIT B

WITHDRAWAL CERTIFICATE Backup Decommissioning Trust

The undersigned, being a duly Authorized Officer of ZionSolutions, LLC, a Delaware limited liability company ("ZionSolutions"), and, in such capacity, being duly authorized and empowered to execute and deliver this certificate, hereby certifies to the Trustee of the ZionSolutions, LLC Backup Decommissioning Trust (the "*Trust*"), pursuant to Section 2.2(a)(ii) of the Terms for Backup Nuclear Decommissioning Trust Agreement (the "*Backup NDT Terms*"), between ZionSolutions and the Trustee, as follows:

- (a) ZionSolutions has paid, and is entitled to reimbursement for, amounts paid for goods or services provided in connection with the Decommissioning and other work required to achieve End State Conditions at the Zion Station as described in the schedule (with supporting exhibits) attached as Exhibit 1 hereto;
- (b) All such amounts paid constitute Qualified Costs;
- (c) No payee was a "disqualified person" within the meaning of Section 4951 or Section 468A by reason of an affiliation with ZionSolutions or, if any were, then the payment constituted compensation or payment or reimbursement of expenses which were reasonable and necessary to carry out the purpose of the Trust and the payment was not excessive;
- (d) The payment of the amounts met Applicable Regulatory Requirements, requirements of the Code, and all necessary consents and approvals for such payment had been obtained;
- (e) Exhibit 1 attached hereto sets forth as of the date of this Withdrawal Certificate costs that cannot be disbursed or reimbursed from any other fund established for the nuclear decommissioning of the Plant (other than by reason of any required deferral of payment of receivables);
- (f) An Event of Default has occurred as defined in the Asset Sale Agreement. However, ZionSolutions has complied with all applicable requirements of Section 6.21 of the Asset Sale Agreement and the requested disbursement does not exceed any applicable limitation of Section 2.1 of the Master Terms; and
- (g) Pursuant to Section 2.2(d)(iii) of the Backup NDT Terms:
 - ZionSolutions has not failed to achieve a Site Restoration Milestone; or
 - ZionSolutions has failed to achieve a Site Restoration Milestone, and Exhibit 2 attached hereto sets

forth a description of the Site Restoration Milestone that ZionSolutions has failed to achieve, including the applicable date on which the Site Restoration Milestone was to be achieved; and

() Exhibit 2 includes the date on which the Site Restoration Milestone was subsequently achieved;
or

() the Site Restoration Milestone has not been achieved and the Receivables (or portion thereof) described in Exhibit 1 are subject to deferral pursuant to Section 2.1 of the Backup NDT Terms.

Accordingly, subject to the requirements of Section 2.2(d) of the Backup NDT Terms, you are directed to permit the disbursement of the amounts indicated on Exhibit 1 hereto from the Trust in order to reimburse ZionSolutions for such payments. You are further directed to disburse such sum(s), once withdrawn, directly to "ZionSolutions, LLC."

Capitalized terms used herein without definition shall have the meanings given to such terms in the Trust Agreements and the Backup NDT Terms.

CERTIFIED and sworn to this ____ day of _____, ____.

ZIONSOLUTIONS, LLC

By: _____
Duly Authorized Officer

EXHIBIT C
DISPOSAL SERVICES AGREEMENT



**ENERGYSOLUTIONS, LLC
DISPOSAL AGREEMENT**

THIS AGREEMENT made and entered into as of this 1st day of September 2010 (Agreement) by and between The Bank of New York Mellon, as Trustee (Customer) of the Backup Nuclear Decommissioning Trust (Buyer Backup NDT) created under the Backup Nuclear Decommissioning Trust Agreement dated September 1, 2010 and ENERGYSOLUTIONS, LLC, a Utah limited liability company (EnergySolutions).

RECITALS:

- A. Exelon Generation Company, LLC (Exelon), EnergySolutions, EnergySolutions, Inc., and ZionSolutions, LLC, a wholly owned subsidiary of EnergySolutions (ZionSolutions), have entered into that Asset Sale Agreement, dated as of December 11, 2007, as amended, pursuant to which Exelon agreed, subject to the terms and conditions of the Asset Sale Agreement, to, among other things, sell, assign, convey, transfer and deliver all of its right, title and interest to the Zion Assets to ZionSolutions;
- B. EnergySolutions has entered into that Performance Guarantee, dated of December 11, 2007 (the Performance Guarantee) pursuant to which EnergySolutions has agreed to guarantee, among other things, when due, all obligations of ZionSolutions under the Asset Sale Agreement;
- C. Exelon and EnergySolutions have entered into that Pledge Agreement, dated as of September 1, 2010 (the Pledge Agreement), pursuant to which EnergySolutions pledged to Exelon 100% of EnergySolutions equity interests in ZionSolutions as collateral for its obligations under the Performance Guarantee;
- D. The Asset Sale Agreement provides that ZionSolutions shall create and maintain the Buyer Backup NDT, separate from the Buyer NDF and Buyer QDF to serve as an additional or backup decommissioning funding assurance for the Zion Station Site;
- E. The Asset Sale Agreement provides that the Buyer Backup NDT shall hold the Disposal Capacity Asset, consisting of the Irrevocable Easement for Disposal Capacity and this Agreement, which combined provide for an assignable and marketable asset created for the benefit of the Buyer Backup NDT through an irrevocable right to capacity at EnergySolutions' Clive, Utah Facility (the Facility) for the disposal of any or all of the WAC-compliant Class A Low Level Waste situated in the Zion Station Site and waste material situated in the Zion Station Site that can be made WAC-compliant through treatment, processing or other handling in accordance with this Agreement upon the occurrence of any Event of Default (as defined in the Pledge Agreement);
- F. Upon and following an Event of Default and an assignment by Customer of all of the Buyer Backup NDT's rights, responsibilities, title and interest in, to and under this Agreement to

ZionSolutions or its successors and assigns in accordance with Paragraph 23 hereof (a Qualified Assignment), Customer may desire to have EnergySolutions receive, dispose and treat, as appropriate, the Waste Material as listed and described in Schedule "A" (Waste Material) at the Facility, which has been duly licensed and/or permitted by the State of Utah, the United States Nuclear Regulatory Commission and the United States Environmental Protection Agency for the management and disposal of the Waste Material, as appropriate;

G. Incorporated by reference is EnergySolutions' license #UT2300249 with amendments, issued by the State of Utah; Mixed Waste Permit UTD982598898, with amendments, issued by the State of Utah; Hazardous Solid Waste Permit UTD982598898 issued by the United States Environmental Protection Agency; Ground Water Quality Discharge Permit No. UGW450005, with amendments, issued by the State of Utah; 11e.(2) Byproduct Material License SMC-1559, with amendments, issued by the United States Nuclear Regulatory Commission; and EnergySolutions Waste Acceptance Criteria (WAC). Said licenses, permits and WAC are hereinafter collectively called "EnergySolutions' License." The receipt, handling, storage, treatment and disposition of the Waste Material are also subject to numerous governmental laws, rules, regulations, ordinances, actions and requests (collectively the Regulations). EnergySolutions' License allows EnergySolutions to receive, store, treat, and dispose of the Waste Material. Customer has reviewed EnergySolutions' License and is familiar with the Regulations. Customer agrees to comply with EnergySolutions' License and all Regulations for Waste Material covered under this Agreement, to the extent applicable to Customer; and

H. Upon and following an Event of Default EnergySolutions is willing to receive, handle, store, treat, and dispose of the Waste Material in accordance with the terms and conditions of this Agreement, EnergySolutions' License and pursuant to all applicable Regulations.

NOW, THEREFORE, in consideration of the payments to be made by Customer to EnergySolutions as herein provided, and the mutual covenants and agreements herein contained, Customer hereby engages EnergySolutions and EnergySolutions hereby agrees to receive, handle, store, treat, and dispose, as applicable, the Waste Material upon the terms and conditions hereinafter set forth.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Asset Sale Agreement.

1. TERM OF AGREEMENT.

(a) Term. This Agreement shall commence on the date hereinabove indicated and it shall terminate upon removal of all of the WAC-compliant Class A Low Level Waste situated in the Zion Station Site, or Waste Material situated in the Zion Station Site that can be made WAC-compliant through treatment, processing or other handling in accordance with this Agreement, that is required to be removed by the NRC or any other governmental authority with jurisdiction to impose removal requirements unless this Agreement is terminated earlier as provided in this Agreement.

(b) Condition to Effectiveness. *EnergySolutions*' obligations to receive, handle, store, treat, and dispose, as applicable, the Waste Material under this Agreement shall only become effective upon the occurrence of an Event of Default.

2. WASTE MATERIAL.

(a) *EnergySolutions* has reserved adequate space at the Facility to receive all Waste Material during the term of this Agreement pursuant to the terms of the Irrevocable Easement for Disposal Capacity. Pursuant to the Irrevocable Easement for Disposal Capacity, *EnergySolutions* has reserved 7,500,000 cubic feet of space in the Facility for Waste Material.

(b) The Waste Material to be received and disposed of under this Agreement shall be only of the type set forth in Schedule "A." Prior to Customer delivering the Waste Material to *EnergySolutions* for handling and management under this Agreement, Customer shall prepare and submit to *EnergySolutions*, for *EnergySolutions*' approval, all certifications reasonably required by *EnergySolutions* and *EnergySolutions*' License to assure *EnergySolutions* that the Waste Material is as specified in Schedule "A" and meets the requirements for handling and management at the Facility. Customer represents and warrants that the information contained in its completed Waste Profile Forms is true and correct, and Customer acknowledges that *EnergySolutions* can rely on the information contained in such Waste Profile Forms. Customer's Waste Profile Forms shall identify separate Waste Streams. Customer shall commence shipment or delivery of the Waste Material to *EnergySolutions* only upon approval by *EnergySolutions* in accordance with Schedules "A" and "B," which approvals shall not be unreasonably withheld, delayed or conditioned. The obligations, responsibilities, duties, covenants, representations and warranties of the Customer and the Buyer Backup NDT hereunder shall become effective only upon the occurrence of a Qualified Assignment. For greater certainty, prior to a Qualified Assignment, Customer shall have no obligations, responsibilities or duties under this Agreement whatsoever.

(c) Customer may deliver Waste Material for handling, storage, treatment and disposal at the Facility as set forth in Schedule "A". Under no circumstances shall Customer be liable to *EnergySolutions* for failure to deliver any particular quantity of Waste Material to the Facility for disposal by *EnergySolutions*. In the event that, at any time or from time to time, the equipment, facilities, materials, personnel or other resources of *EnergySolutions* are insufficient, for any reason, to handle, store, treat, or otherwise provide disposal services on a timely and efficient basis for Customer and other customers of *EnergySolutions*, *EnergySolutions* shall, to the extent permitted under *EnergySolutions*' contracts with other customers, perform disposal services for Customer under this Agreement on a priority basis. If and to the extent that such priority treatment for Customer would constitute a breach by *EnergySolutions* of agreements with other customers, *EnergySolutions* may allocate its available equipment, facilities, materials, personnel and other resources among Customer and such other customers on a pro-rata basis according to their respective requirements at that time.

(d) Customer shall properly complete, execute and deliver to EnergySolutions all forms identified by EnergySolutions as pertaining to the Waste Material and which are required by EnergySolutions' License or the Regulations, all of which forms are available from EnergySolutions. Upon receipt and approval of fully executed forms by EnergySolutions, such forms, approvals and supporting information shall be incorporated by reference in Schedule "A" and shall constitute the description of the Waste Material pursuant to this Agreement. Customer shall allow EnergySolutions to audit Customer's Waste Material characterization process. Additionally, with regard to Waste Material that contains hazardous waste, Customer shall complete properly and in full and execute and deliver to EnergySolutions all forms that pertain to such Waste Material, including hazardous waste manifests and notices and certifications as required of a hazardous waste generator (and/or treater) as provided in 40 CFR 262 Subpart B and 40 CFR 268.7. EnergySolutions shall be entitled to rely on the information and data set forth in said forms as true and correct. All said forms must be signed by Customer or Customer's authorized representative and identify separate waste streams. Said forms shall also be signed by such other persons or entities as EnergySolutions may reasonably require.

3. TREATMENT.

EnergySolutions will treat for disposal Waste Material in Schedule "A" to be delivered for treatment. EnergySolutions now has or will use its best efforts to formulate a waste treatment method and shall perform treatment pursuant to such method for the purpose of treatment to a standard that will permit disposal of such Waste Material at the Facility. Customer shall retain the right to review and approve waste treatment, processing or other handling methods that are used to make Waste Materials WAC-compliant Class A Low Level Waste through treatment. EnergySolutions does not assure or warrant that it will be able to formulate a suitable treatment method or formula, nor that treatment will allow the Waste Material to be disposed at the Facility; provided that EnergySolutions shall treat Non-Conforming Waste Material in accordance with the requirements of Paragraph 4. If such treatment is not successful with respect to all the Waste Material to be disposed at the Facility in accordance with EnergySolutions' License and the Regulations and the Waste Material shall be Non-Conforming Waste Material pursuant to Paragraph 4(a)(2), Customer shall be responsible for payment of EnergySolutions' costs associated with the Non-Conforming Waste Material set forth in Paragraph 4(c). Any fines or costs otherwise required to be paid by Customer pursuant to Paragraph 4 shall not apply to any waste that was originally contracted to be treated by EnergySolutions, to the extent that EnergySolutions caused the action that created the fine or cost.

4. NON-CONFORMING WASTE MATERIAL.

EnergySolutions shall, at the request of Customer and subject to payment under Paragraph 10, perform a walk-down of the Zion Station Site with Customer and assist Customer in the development of profiles for materials at the Zion Station Site for the establishment of waste profiles and to prevent the shipment of Non-Conforming Waste Material to the Facility.

(a) Shipments of Waste Material shall be considered Non-Conforming Waste Material, when:

(1) it is not in accordance with the analyses, descriptions, specifications or limitations stated in Customer's approved waste description forms and Waste Profile Forms, as required pursuant to Paragraph 2 and Schedule "A;" or

(2) after treatment by *EnergySolutions* using scientifically accepted standards and procedures the Waste Material is not then in compliance with the standards for treated Waste Material as set forth in *EnergySolutions'* License or the Regulations; or

(3) the Waste Material does not comply with *EnergySolutions'* License or the Regulations other than for lack of treatment as required by this Agreement, including, but not limited to, manifesting errors, failures to comply with Department of Transportation (DOT) transportation requirements, etc. (i.e., a customer shipment without a Notice to Transport from *EnergySolutions* is prohibited under *EnergySolutions'* License and, therefore, it is a Non-Conforming Waste Material shipment).

(b) Upon discovering any Non-Conforming Waste Material shipped to the Facility by Customer, *EnergySolutions* will perform treatment or further treatment of the Non-Conforming Waste Material so as to allow disposal at the Facility, to the extent possible. If such treatment or further treatment of such Non-Conforming Waste Material is not effective to allow disposal of such Non-Conforming Waste material at the Facility, *EnergySolutions* will give prompt written notification to Customer. The notice shall advise of which of the following steps *EnergySolutions* intends to take with regard to the Non-Conforming Waste Material and, except as limited or precluded by action or demand of a governmental authority, said notification shall be given not less than two (2) Working Days prior to *EnergySolutions* implementing those steps:

(1) perform treatment or further treatment of the Non-Conforming Waste Material so as to allow disposal;

(2) to the extent it is not possible to perform treatment or further treatment of the Non-Conforming Waste Material so as to allow disposal at the Facility, perform other suitable management practices that are prudent considering the nature of the Non-Conforming Waste Material, the Regulations, and input from regulatory authorities;

(3) to the extent it is not possible to perform treatment or further treatment of the Non-Conforming Waste Material so as to allow disposal at the Facility or perform other suitable management practices that are prudent considering the nature of the Non-Conforming Waste Material, the Regulations, and input from regulatory authorities, remove or cause to be removed any Non-Conforming Waste Material from the Facility;

(4) subject to paragraph 4(e), make its own arrangements to cause such Waste Material to be returned to Customer at Customer's cost, if within a reasonable time after demand, Customer fails or refuses to undertake and complete removal of the Non-Conforming Waste Material from the Facility;

(5) suspend Customer's right to ship Waste Material to EnergySolutions, until Customer has fully addressed all matters related to shipments of Non-Conforming Waste Material in accordance with the requirements of EnergySolutions' License and the Regulations.

(c) EnergySolutions may charge Customer for all direct costs incurred by EnergySolutions arising out of its management of the Non-Conforming Waste Material. These costs may include EnergySolutions' expenses reasonably incurred for any treatment or attempted treatment of the Non-Conforming Waste Material, disposal of the Non-Conforming Waste Material at the Facility, any fines or penalties levied against EnergySolutions, and all other charges, rates, expenses, fees, and damages arising out of EnergySolutions management of such Non-Conforming Waste Material, including the preparation for removal and/or removal of the Non-Conforming Waste Material plus any additional charges specified in Schedule "C."

(d) In the event that EnergySolutions determines that Waste Material is Non-Conforming Waste Material after it has been treated and disposed at the Facility, EnergySolutions may charge Customer an amount equal to the costs reasonably incurred by EnergySolutions to retrieve and dispose the Waste Material, plus any additional charges, as specified in Schedule "C".

(e) All direct costs and expenses, fees and direct damages associated with transporting and preparing to transport Non-Conforming Waste Material from the Facility shall be paid by Customer. EnergySolutions shall invoice Customer for the Non-Conforming Waste Material in accordance with Paragraph 9. Customer shall be given a reasonable opportunity to arrange for the return of Non-Conforming Waste Material by such means of transport as Customer shall select. If Customer does not so arrange for transportation for the return of Non-Conforming Waste Material within twenty (20) Working Days after being advised by EnergySolutions of the existence of such Non-Conforming Waste Material, EnergySolutions may arrange for return of the Non-Conforming Waste Material to Customer, in which event such Non-Conforming Waste Material shall be transported to Customer by such reasonable means of transportation as EnergySolutions shall select and EnergySolutions shall ensure that such transportation meets all applicable regulatory requirements applicable to the transportation of such material.

(f) Customer agrees to maintain all necessary licenses and permits to receive all returned Non-Conforming Waste Material at Customer's facility, or Customer shall designate an alternate facility that is fully licensed and permitted to receive Non-Conforming Waste Material shipped from the Facility. Customer further agrees to be prepared to receive such Non-Conforming Waste Material at its facility or a designated facility within twenty (20) Working Days after notification by EnergySolutions.

(g) Customer shall pay and save harmless and indemnify EnergySolutions from any and all direct costs and losses, or other direct damages incurred by EnergySolutions arising out of its treatment and handling of Non-Conforming Waste Material, excluding treatment and handling for which charges are specified in this Agreement, including payment of any demurrage, terminal or

storage charges invoiced to *EnergySolutions* by the carrier transporting the Waste Material to the Facility.

5. TRANSPORTATION AND DELIVERY.

(a) Customer shall transport and deliver the Waste Material or cause it to be transported and delivered to the Facility in the manner and pursuant to the schedule specified in Schedule "B." The Waste Material shall be transported and delivered only as follows: (1) in vehicles or rail cars, (2) in bulk or packaged as required by DOT in 49 CFR 173, 178 and 179 and other applicable regulations and as approved by *EnergySolutions* in writing before loading and shipment (which approval will not be unreasonably withheld, delayed or conditioned), and (3) in accordance with *EnergySolutions'* License and the Regulations. All Waste Material will be packaged in accordance with the Regulations, including 49 CFR regulations for radioactive material. Unless otherwise agreed, *EnergySolutions* shall have no responsibility for arranging for, scheduling or transporting the Waste Material.

(b) A Uniform Low-Level Radioactive Waste Manifest (Manifest) shall be completed properly and in full and executed by Customer and delivered to *EnergySolutions* for and together with each loaded transport vehicle. Customer shall comply with all applicable regulations regarding shipping papers and, when applicable, the requirements for hazardous waste manifests. Additionally, Customer shall provide to *EnergySolutions* a copy of the completed and executed Manifest prior to arrival at the Facility of the shipment for which the Manifest has been prepared. All Waste Material shipped on an individual Manifest shall be considered a "Shipment" under the terms of this Agreement.

(c) If the loaded transport vehicle and/or containers do not conform to the requirements of *EnergySolutions'* License or the Regulations, or if they arrive damaged or excessively difficult to unload, *EnergySolutions* shall give notification to Customer, and advise Customer of *EnergySolutions'* proposed corrective action and an estimate of the costs to correct the problem, if any. Customer shall have forty-eight (48) hours to (1) advise *EnergySolutions* if it does not wish *EnergySolutions* to proceed with the proposed corrective action or (2) direct an alternative course of conduct. Under no circumstances shall such transport vehicle and/or containers be considered as accepted because the same are located at the Facility. If *EnergySolutions* does not receive timely notice from Customer not to proceed with the proposed corrective action or is not directed to take an alternative course of conduct, *EnergySolutions* will proceed with the proposed corrective action and may thereafter charge Customer the fees identified in Paragraph 4(c) to manage such transport vehicles and/or containers plus the direct costs incurred in the corrective work including demurrage charges.

(d) *EnergySolutions* shall unload and release transporting vehicles and containers as provided in Schedule "B." If, upon delivery or during unloading, *EnergySolutions* determines that the transport vehicles and/or containers are contaminated, leaking, or are otherwise determined to not be packaged as required by 49 CFR 173, or Paragraph 6, *EnergySolutions* shall give written notification to Customer. *EnergySolutions* shall perform decontamination and other necessary

services to the transport vehicles and/or containers or, at its option, arrange for said services to be performed. *EnergySolutions* shall invoice Customer for said services at the rates set forth in Schedule "C." Customer represents and warrants that, prior to shipping to *EnergySolutions*, all transporting vehicles were free from contamination to at least the "sole use" standard outlined in Schedule "B."

(e) Customer acknowledges that the lawful and timely disposal of the Waste Material and any agreed treatment thereof makes critical and vital the scheduling for delivery of the Waste Material to the Facility. Customer, therefore, shall deliver the Waste Material at the Facility strictly according to the schedule and conditions set forth in Schedule "B."

(f) In the event that *EnergySolutions* is billed by a carrier for demurrage, terminal or storage charges for which Customer has herein agreed to make payment, then *EnergySolutions* shall invoice Customer for all said demurrage and other charges within thirty (30) business days after receipt of invoice from the carrier. Customer shall make payment of said invoice to *EnergySolutions* pursuant to Paragraph 8.

6. PACKAGING.

Customer shall be responsible for all packages and containers and warrants their compliance with the requirements and specifications in Schedule "B," and with all rules, regulations, laws and/or ordinances which may be applicable to the safety, packaging, storage or transportation of such containers. Any Waste Material found in the delivery vehicle that is not packaged as described in Schedule "B," in *EnergySolutions*' sole discretion, will be considered Non-Conforming Waste Material and managed as described in Paragraph 4.

7. REPRESENTATIONS AND WARRANTIES.

(a) CUSTOMER. Customer represents and warrants as follows:

(1) All Waste Material delivered to *EnergySolutions* shall conform in every material respect with the description contained in Schedule "A" and with *EnergySolutions*' License;

(2) Prior to delivery of the Waste Material to *EnergySolutions*, Customer shall have obtained all required permits and approvals for shipment and delivery of the Waste Material; and

(3) Unless *EnergySolutions* has otherwise agreed to provide vehicles, rail cars, containers, packages, or equipment for the shipment, transportation, or delivery of Waste Material, Customer and all vehicles, rail cars, containers, packages, or equipment used by Customer in the shipment, transportation, or delivery of the Waste Material shall comply with the Regulations and *EnergySolutions*' License for operation and management of the Facility, and with all instructions and/or regulations of the Utah Department of Environmental Quality and/or other governmental authority having jurisdiction over the Facility and/or over the transport of Waste Material to the Facility.

(b) *ENERGYSOLUTIONS*. *EnergySolutions* acknowledges the toxic and physical characteristics of all of the Waste Material identified in Schedule "A" and represents and warrants as follows:

(1) It is authorized pursuant to *EnergySolutions*' License and the Regulations to receive, store and dispose of the Waste Material at the Facility and to treat for disposal the Waste Material identified in Schedule "A" as being delivered for treatment and disposal;

(2) It shall use scientifically accepted standards and procedures approved by applicable regulatory authorities for treatment of any of the Waste Material as is identified in Schedule "A" as being delivered for treatment and for disposal; and

(3) It shall perform its services in compliance with *EnergySolutions*' License, this Agreement, and the Regulations.

8. INDEMNIFICATION.

(a) To the extent caused by the Customer's breach of any term or provision of this Agreement, or by the negligent or willful act or omission of the Customer, its employees, agents or subcontractors (other than *EnergySolutions* or its Affiliates) in the performance of this Agreement, Customer agrees to indemnify, save harmless and defend *EnergySolutions* from and against any and all liabilities, claims, penalties, forfeitures, proceedings, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which *EnergySolutions* may hereafter incur, become responsible for or pay out, as a result of death or bodily injuries to any person, destruction of property of whatever kind or any other interest, or contamination of or adverse effect on the environment or any violation of governmental laws, regulations or orders.

(b) The indemnification obligation of Customer hereunder is subject to the following: (1) *EnergySolutions* shall provide prompt notice to Customer of any liability, damage, claim or other action for which *EnergySolutions* may seek indemnification; (2) except in the case in which Customer is an adverse party to *EnergySolutions*, Customer shall have the opportunity to participate fully, at its expense, in any administrative or judicial proceeding, including any settlement negotiations, with respect to any claim for which indemnification may be sought and (3) *EnergySolutions* shall be obligated to exert reasonable efforts to mitigate any loss or damage for which it may seek indemnification.

(c) To the extent caused by *EnergySolutions*' breach of any term or provision of this Agreement, or by the negligent or willful act or omission of *EnergySolutions* or its Affiliates, or their respective employees, agents or subcontractors in the performance of this Agreement, *EnergySolutions* shall indemnify, save harmless and defend Customer from and against any and all liabilities, claims, penalties, forfeitures, proceedings, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which Customer

may hereafter incur, become responsible for or pay out, as a result of death or bodily injuries to any person, destruction of property of whatever kind or any other interest, or contamination of or adverse effect on the environment or any violation of governmental laws, regulations or orders.

(d) The indemnification obligation of *EnergySolutions* hereunder is subject to the following: (1) Customer shall provide prompt notice to *EnergySolutions* of any liability, damage, claim or other action for which Customer may seek indemnification; (2) except in the case in which *EnergySolutions* is an adverse party to Customer, *EnergySolutions* shall have the opportunity to participate fully, at its expense, in any administrative or judicial proceeding, including any settlement negotiations, with respect to any claim for which indemnification may be sought and (3) Customer shall be obligated to exert reasonable efforts to mitigate any loss or damage for which it may seek indemnification.

9. LIMITATION OF LIABILITY; DAMAGES

(a) Regardless of any other provision of this Agreement, under no circumstance will *EnergySolutions* be liable to Customer, nor will Customer be liable to *EnergySolutions*, whether in contract, tort (including negligence and strict liability) under any warranty or otherwise for any incidental, indirect, special or consequential damages of any kind, nature or amount whatsoever, including but not limited to loss of profits or revenue, even if advised of the possibility of such damages, except as otherwise provided in this Paragraph 9.

(b) In the event of a breach or failure in performance of this Agreement by *EnergySolutions*, the effect of which is to prohibit or delay the handling, storage, treatment or disposal of Waste Material shipped to the Facility by Customer, in addition to any other damages of any kind or nature that Customer may be entitled to recover as a consequence thereof, Customer shall be entitled to recover from *EnergySolutions*: (1) the full cost of obtaining substitute disposal services and materials from another source in excess of the costs that Customer would be required to pay for such services and materials under this Agreement; (2) the incremental cost incurred by Customer in transporting such Waste Material to obtain such disposal services from another source; (3) any additional costs that Customer may incur in disposing of such Waste Material at the Facility or at another facility licensed to accept such Waste Material; (4) the incremental cost incurred by Customer in transporting such Waste Material to another facility licensed to accept such Waste Material if such Waste Material cannot be disposed at the Facility; (5) the costs of demurrage, terminal or storage occasioned by any delay in processing such Waste Material or delay in acceptance at the Facility or another facility licensed to accept such Waste Material; (6) incremental costs of permitting and licensing; and (7) costs of enforcement of this Agreement and collection of damages.

(c) The provisions of this Paragraph 9 shall apply and control notwithstanding any other conflicting or inconsistent provision of this Agreement, to the fullest extent permitted by applicable law.

10. PAYMENT.

(a) All obligations of *EnergySolutions* for the disposal of the Waste Material shall be performed as and when required under this Agreement without any payment or obligation of Customer to *EnergySolutions*.

(b) All obligations of *EnergySolutions* for the handling, storage, and treatment of the Waste Material shall be performed as and when required under this Agreement without any payment or obligation of Customer to *EnergySolutions*, other than the rates for services provided in Schedule "C". If *EnergySolutions* incurs any of the following direct out-of-pocket costs in performing services under this Agreement for which no rate of charge is specified in Schedule "C", *EnergySolutions* may charge its direct out-of-pocket costs incurred in the performance of such services plus a mark-up of fifteen percent (15%) for any such costs other than taxes and fees payable to any governmental entity and purchases of materials or services from an Affiliate:

1. Costs of treatment and/or processing of the Waste Material.
2. Costs of permits relating to the disposal of the Waste Material.
3. Costs relating to the characterization of the Waste Material.
4. Costs relating to the packaging of the Waste Material.
5. Costs relating to the transportation of the Waste Material.
6. Costs relating to the decontamination of containers.
7. Costs and payments specified in Paragraph 4 with respect to Non-Conforming Waste Material.
8. Any other cost of service other than direct disposal of the Waste Material.
9. Any and all federal, state and local taxes (excepting income and general real property taxes) and fees (including, but not limited to, fees for the long term care and site closure of the Facility) which may be imposed by a governmental entity after the date of this Agreement for Customer's Waste Material delivered to the Facility.
10. General Revenue Taxes imposed by the State of Utah. Customer agrees to make payment to *EnergySolutions* for such taxes and/or fees as separate invoice line item.

(c) For payment purposes, volume or weight measurements of the Waste Material shall be made by *EnergySolutions* at any time prior to treatment as specified in Schedule "C."

(d) *EnergySolutions* shall submit appropriate invoices to Customer as specified in Schedule "C." *EnergySolutions* shall keep copies of said invoices for a period of at least two (2) years. All invoices shall be due and payable by Customer within thirty (30) days after receipt. Subject to Paragraph 10(e), interest will accrue on unpaid amounts thirty (30) days from the invoice date at one and one-half percent (1.5%) per month (but not to exceed the lawful applicable rate). Said interest is payable at the time of payment of the unpaid amount. Customer shall be liable to *EnergySolutions* under this Agreement for all reasonable costs, expenses, and attorney's fees, incurred by *EnergySolutions* in collecting unpaid amounts. Subject to Paragraph 10(e), failure to pay invoices within sixty (60) days after the invoice date shall constitute a material breach of this Agreement, and *EnergySolutions* may, in its sole discretion, suspend Customer's shipping

privileges, require Customer to prepay *EnergySolutions* prior to each shipment of Waste Material or provide *EnergySolutions* with a cash security deposit, as determined by *EnergySolutions*, declare Customer in default, or take any other action available under the terms of this Agreement.

(e) Notwithstanding any contrary provision of this Paragraph 10, *EnergySolutions* acknowledges that payment by Customer to *EnergySolutions* may be limited by provisions of the Lease Agreement and the Post-Closing Nuclear Decommissioning Trust Agreement that require deferral of payment of amounts otherwise due (but not to exceed \$5,000,000 per month) in the event that *ZionSolutions* fails to achieve a Site Restoration Milestone under the Lease Agreement. Customer shall not be deemed to be in breach or default of this Agreement or be required to pay interest or late charges for delay in payment by reason of such provisions of the Lease Agreement and the Post-Closing Nuclear Decommissioning Trust.

11. TITLE TO WASTE MATERIAL.

Upon *EnergySolutions* accepting and taking possession at the Facility of Waste Material not requiring treatment and conforming to the requirements of this Agreement, title, risk of loss, and all other incidents of ownership, to the extent legally permissible, of that Waste Material shall thereupon transfer from Customer to *EnergySolutions*. Customer shall retain ownership of, and shall retain risk of loss and all other liabilities and risks associated with, Waste Material arriving at the Facility for treatment until such time as *EnergySolutions* has completed treatment of said Waste Material and accepted it for disposal at the Facility in its treated condition (or at such earlier time as *EnergySolutions* is required to do so under this Agreement), at which time title, risk of loss and all other incidents of ownership, to the extent legally permissible, of that Waste Material shall thereupon transfer from Customer to *EnergySolutions*. In no event shall title, risk of loss, or any other incident of ownership transfer from Customer to *EnergySolutions* with regard to Waste Material received and accepted by *EnergySolutions* for treatment where said treatment undertaken and completed in accordance with this Agreement does not qualify that Waste Material for final disposal at the Facility. Customer shall, upon request by *EnergySolutions*, sign and deliver to *EnergySolutions* on an approved form, a bill of lading to all Waste Material accepted by *EnergySolutions* for disposal at the Facility. Customer shall have no right to recovery of any material contained in the Waste Material accepted by *EnergySolutions* for disposal at the Facility or any credit for its potential value. Title to Non-Conforming Waste Material shall not transfer to *EnergySolutions* and shall remain vested in Customer until treated in accordance with Paragraph 4 so as to allow disposal at the Facility. Title and ownership of Waste Material shall revert to Customer if Waste Material is determined to be Non-Conforming after ownership has transferred to *EnergySolutions*. Customer shall remain obligated in accordance with Paragraph 4 in all respects with respect to Non-Conforming Waste Material.

12. LIABILITY COVERAGE.

EnergySolutions shall maintain, at its expense, at least the following liability insurance coverage during the time that Waste Material is being received at the Facility and treated and/or disposed under this Agreement.

COVERAGE	LIMITS
(a) Workers Compensation	Statutory
(b) Employer's Liability	\$1,000,000 each occurrence
(c) General Liability (Bodily Injury and Property Damage)	\$10,000,000 each claim / \$10,000,000 aggregate \$2,000,000 aggregate limit
(d) Pollution Liability	\$5,000,000 each loss \$5,000,000 total for all losses
(e) Automotive Liability (Bodily Injury and Property Damage)	\$1,000,000 combined single limit
(f) Nuclear Liability Suppliers & Transporters	\$100,000,000

13. FORCE MAJEURE.

The performance of this Agreement, except for the payment of money owing for services actually rendered hereunder, may be suspended or deferred by a party to the extent such party's performance is affected by national defense requirements, any act of God, weather, war, terrorism, riot, fire, explosion, accident, flood, sabotage, an order, directive or request of a governmental agency that delivery, transportation, acceptance, treatment or disposal of the Waste Material be suspended or terminated, the lack of adequate containers or transportation facilities (other than railcars if EnergySolutions is required to provide railcars), any material noncompliance by the other party with EnergySolutions' License, the Regulations, governmental requirements, laws, regulations, orders or actions, or any similar event beyond the reasonable control of either party which prevents the transportation, delivery, acceptance, treatment or disposal of the Waste Material; provided, however, any such event shall only be considered an event of force majeure to the extent that (1) such event is beyond the reasonable control of the non-performing party; (2) the non-performing party is unable to prevent, avoid, overcome or cure such event through the exercise of diligent efforts; (3) such event is not the proximate result of the non-performing party's act, omission, fault or negligence, including, but not limited to, failure to maintain equipment in good working order, failure to comply with any contract, or failure to comply with all applicable laws and regulations; and (4) such event results in a material impairment of the party's ability to perform. EnergySolutions shall give prompt written notice to Customer if any such event of force majeure shall occur or exist, stating the events or conditions that constitute the event of force majeure and the steps EnergySolutions is taking or intends to take to overcome such events or conditions, if any. Failure of EnergySolutions to provide Customer the notice required by the preceding sentence within ninety (90) days after the date on which the event of force majeure first occurs, or, if later, first becomes reasonably apparent, shall be deemed a waiver of EnergySolutions' rights relating to or arising from such event or condition. Each party shall use diligent efforts to overcome events of force majeure. Each party shall give prompt written notice to the other party upon the termination of any event of force majeure.

Notwithstanding anything to the contrary contained in this Agreement, failure or delay of a party to provide the other party any of the notices required by this Paragraph shall not waive such party's rights relating to or arising from an event of force majeure, unless such failure causes material prejudice to the other party.

14. AUTHORIZED REPRESENTATIVES.

The parties shall act under this Agreement through their Authorized Representatives identified in Paragraph 17. Any approval, notice, or other matter required to be in writing and signed, shall be signed by the parties' Authorized Representatives.

15. INDEPENDENT CONTRACTOR.

Customer and EnergySolutions are each separate entities. Neither of them, nor their employees or agents, shall be deemed to be employees or agents of the other.

16. WAIVER, SUSPENSION, TERMINATION AND DEFAULT.

Any waiver by either party of the breach of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of a subsequent breach of the same provision or condition, unless such waiver be expressed in writing and signed by the Authorized Representative of the party to be bound. Further, any declaration by a party of a suspension, termination or default as provided for under this Agreement shall be in writing and signed by that party's Authorized Representative.

17. NOTICE.

Except as required by Paragraph 2 of Schedule "B", any notice, communication or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person or by mail, postage prepaid, or by fax, or as otherwise specified herein addressed as follows:

TO CUSTOMER:

a) For Invoices:

BNY Mellon Asset Servicing
One Mellon Center, Room 151-1315
Pittsburgh, PA 15258-0001
Attn: Glen R. Metzger, Vice President

b) For all other communications and Authorized Representative:

BNY Mellon Asset Servicing
One Mellon Center, Room 151-1315
Pittsburgh, PA 15258-0001
Attn: Glen R. Metzger, Vice President

TO *ENERGYSOLUTIONS* (Authorized Representative):

EnergySolutions, LLC
423 South 300 West, Suite 200
Salt Lake City, UT 84101
Attn: Commercial Business Development

Telephone 801-649-2000
Facsimile 801-413-5658

or at such other address as a party shall hereafter, in writing, direct by notice given in accordance with this Paragraph 17.

18. TERMINATION/SUSPENSION.

(a) Notwithstanding any language to the contrary contained herein, if Customer is in default under this Agreement and continues to be in default for a period of thirty (30) days after receipt of written notice to cure said default (or, if such default cannot reasonably be cured within such thirty (30) day period, such longer period as is reasonably necessary to effect such cure provided Customer commences such cure promptly and diligently pursues such cure continuously thereafter), *EnergySolutions* may, at its sole discretion:

(1) waive any such default on such terms as *EnergySolutions* shall determine;

(2) suspend further performance by *EnergySolutions* under this Agreement until such default is cured or waived; or

(3) terminate this Agreement; provided that *EnergySolutions* shall have no right to terminate this Agreement at any time when *EnergySolutions* controls or has a right to control *ZionSolutions* by reason of the ownership of a controlling equity interest in *ZionSolutions* or the appointment of a majority of the members of the board of directors or board of managers of *ZionSolutions*.

(b) Customer may terminate this Agreement by notice in writing in the event that *EnergySolutions* is in default of this Agreement and continues to be in default for a period of thirty (30) days after receipt of written notice to cure said default (or, if such default cannot reasonably be cured within such thirty (30) day period, such longer period as is reasonably necessary to effect such cure provided *EnergySolutions* commences such cure promptly and diligently pursues such cure continuously thereafter); provided that Customer shall have no right to terminate this Agreement at an time when *EnergySolutions* controls or has a right to control *ZionSolutions* by reason of the ownership of a controlling equity interest in *ZionSolutions* or the appointment of a majority of the members of the board of directors or board of managers of *ZionSolutions*.

(c) The termination of this Agreement shall not terminate duties of Customer to *EnergySolutions*, or duties of *EnergySolutions* to Customer, including its obligations as to Non-Conforming Waste Material as specified in Paragraph 4, payment of any amounts owed pursuant to the terms of this Agreement, and the duty to maintain information confidential pursuant to Paragraph 19.

19. CONFIDENTIALITY.

The parties shall treat as confidential property and not disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform this Agreement and then only on a confidential basis satisfactory to both parties, any information, including pricing data, technical information, experience or data, regarding the other party's plans, programs, plants, processes, products, disposal costs, equipment, operations, customers and/or the specific contractual terms contained herein which may come within the knowledge of the parties, their officers or their employees in the performance of this Agreement without in each instance securing the prior written consent of the other party. *EnergySolutions* shall also treat as confidential and shall not disclose to others, except as required by law, governmental rules, regulations and/or orders, information relating to the composition of the Waste Material, any treatment performed and/or the quantity of Waste Material delivered to it by Customer. *EnergySolutions* may disclose to its agents and contractor's information relating to the composition, type, treatment and quantity of the Waste Material as required to perform this Agreement, without written authorization from Customer, including but not limited to its general contractor, its laboratories and contractors performing special treatment services. Nothing herein, however, shall prevent either *EnergySolutions* or Customer from disclosing to others or using in any manner any information or document that either party can show:

(a) has been published and become part of the public domain other than by acts, omissions, or fault of the other party or its employees;

(b) has been furnished or made known to a party by third parties other than those acting directly or indirectly for, or on behalf of, such party as a matter of legal right without restriction against disclosure;

(c) was in the other party's possession prior to the disclosure thereof by *EnergySolutions* or Customer to each other; or

(d) is supplied to a governmental agency pursuant to its request without rights of confidentiality.

20. DISPUTES

In the event of a dispute between Customer and *EnergySolutions* arising out of this Agreement, the parties shall attempt to negotiate in good faith to resolve any such disputes, provided, that nothing outlined in this Paragraph shall qualify or limit either party's right to

exercise other remedies under this Agreement pursuant to the terms and conditions set forth herein. In the event that such negotiations fail, either party may initiate litigation to resolve the dispute. THE PARTIES HERETO AGREE THAT VENUE IN ANY AND ALL ACTIONS AND PROCEEDINGS RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE IN EITHER THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS (EASTERN DIVISION) OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH OR ANY STATE COURT SITUATED IN EITHER SUCH FEDERAL JURISDICTION. THE FOREGOING COURTS SHALL HAVE EXCLUSIVE JURISDICTION FOR SUCH PURPOSE AND THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND IRREVOCABLY WAIVE THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY SUCH ACTION OR PROCEEDING. SERVICE OF PROCESS MAY BE MADE IN ANY MANNER RECOGNIZED BY SUCH COURTS. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. In any litigation to enforce, modify, interpret, invalidate, rescind, or set aside any term or provision of this Agreement, the prevailing party shall be entitled to an award of its costs and expenses, including reasonable attorneys' fees and court costs, incurred as a result of such claim, action, or lawsuit. In the case of any dispute (including any dispute which is or may be the subject of litigation), *EnergySolutions* shall continue to perform services pending final determination of the dispute, and Customer shall continue to make payments to *EnergySolutions* in accordance with this Agreement for those portions of the services completed that are not the subject of dispute.

21. SURVIVAL.

Any payment obligations, representations, warranties, and the provisions of Paragraphs 4 (Nonconforming Waste), 8 (Indemnification), 9 (Limitation of Liability), 10 (Payments), 11 (Title to Waste), 13 (Force Majeure), 19 (Confidentiality), 20 (Disputes) and Paragraphs 21 through 29 shall survive expiration and/or termination of this Agreement.

22. AMENDMENT.

This Agreement may be amended only by the written agreement of the parties signed by the parties' Authorized Representatives; provided, however, that so long as *EnergySolutions* controls or has a right to control *ZionSolutions* by reason of the ownership of a controlling equity interest in *ZionSolutions* or the appointment of a majority of the members of the board of directors or board of managers of *ZionSolutions*, any amendment, modification or change in the terms of this Agreement shall not be effective without the prior written consent of Exelon Generation Company LLC, which consent shall not be unreasonably withheld, delayed or conditioned.

23. ASSIGNMENT.

This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto, including by operation of law, without the prior written consent of the other party, such consent not to be unreasonably withheld, nor is this Agreement intended (except as specifically provided herein) to confer upon any other person except the parties hereto any rights, interests, obligations or remedies hereunder. Any assignment in contravention of the foregoing sentence shall be null and void and without legal effect on the rights and obligations of the parties. Notwithstanding the foregoing, Customer may assign this Agreement, in whole or in part, to ZionSolutions or its successors or assigns, and at the joint written request or instruction of Exelon Generation and ZionSolutions or its successor or assignee shall assign this Agreement to ZionSolutions or its designated successor or assignee, without the consent of EnergySolutions, upon and following which assignment ZionSolutions or its designated successor or assignee shall be deemed to be the Customer for all purposes of this Agreement, and The Bank of New York Mellon, as Trustee or in its individual capacity, shall have no further liability hereunder.

24. SPECIFIC PERFORMANCE.

Each party acknowledges and agrees that the other party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each party agrees that the other party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in addition to any other remedy to which it may be entitled, at law or in equity.

25. APPLICABLE LAW.

This Agreement is entered into in the County of Salt Lake, State of Utah, shall be performed in the County of Tooele, State of Utah, and shall be governed and construed in accordance with the laws of the State of Utah. This Agreement is a contract for services, and passage to EnergySolutions of title to Waste Material shall not cause the transaction to be characterized as a sale of goods.

26. HEADINGS AND PARAGRAPH NUMBERS.

Headings and paragraph numbers have been inserted herein solely for convenience and reference and shall not be construed to affect the meanings, construction or effect of this Agreement.

27. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which may be executed by less than all of the parties hereto, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

28. SEVERABILITY.

In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without the said provision.

29. ENTIRE AGREEMENT.

This Agreement constitutes the full and entire understanding and agreement between the parties hereto concerning the disposal at the Facility of Waste Material originating from the Zion Station Site, and supersedes any language, term, condition, or other provision of any prior written materials, including any request for proposal, and any oral communications between the parties concerning that subject matter. Purchase Orders or other similar delivery documents issued by Customer shall not amend or modify the term and conditions contained in this Agreement.

30. SCHEDULES.

All Schedules referred to herein are intended to be and hereby are specifically made a part of this Agreement. In the event of any conflict between a Schedule to this Agreement and the main text of this Agreement, the provisions of the Schedule shall be controlling. All references to Schedule A shall include each Waste Profile Form and other supporting information incorporated by reference in Schedule "A".

31. LIMITATION OF LIABILITY OF TRUSTEE.

Notwithstanding anything contained herein to the contrary, this Agreement has been executed by The Bank of New York Mellon not in its individual capacity but solely in its capacity as Trustee of the Buyer Backup NDT and solely for the purpose of holding legal title to this Agreement on behalf of the Buyer Backup NDT prior to the occurrence of a Qualified Assignment. In no event shall The Bank of New York Mellon in its individual capacity or as Trustee of the Buyer Backup NDT have any liability for the representations, warranties, covenants, agreements or other obligations of the Customer hereunder or in any of the certificates, notices or agreements delivered pursuant hereto, as to all of which recourse shall be had solely to the assets of the Customer's assignee following the occurrence of a Qualified Assignment.

IN WITNESS WHEREOF, EnergySolutions and Customer have each caused this Agreement to be executed by its duly Authorized Representative(s) on the day and year first above written.

ENERGYSOLUTIONS, LLC

By: _____

Name: Brett Hickman

Title: VP, CAO, General Counsel
Secretary

THE BANK OF NEW YORK MELLON,
Trustee of the Backup Nuclear
Decommissioning Trust

By: _____

Name: Carol Condie

Title: VICE PRESIDENT

SCHEDULE "A"

Waste Material

- All WAC-compliant Class A Low Level Waste situated at the Zion Station Site or created at the Zion Station Site during the course of Decommissioning work and all other radioactive waste material located at or originating from the Zion Station Site during the course of Decommissioning work that can be made WAC-compliant Class A Low Level Waste through treatment, processing or other handling in accordance with this Agreement.
- Customer shall complete *EnergySolutions* Waste Profile Form and such other documentation reasonably required by *EnergySolutions* for each waste stream that is subject to this Agreement. Completion of Waste Profile Forms by Customer shall constitute Customer's certification that such forms are true, accurate and complete. After submission of each such completed Waste Profile Form by Customer and review and approval by *EnergySolutions*, such Waste Profile Form shall constitute the description of Waste Material pursuant to this Agreement. Each Waste Profile Form, and any modifications, for Waste Material subject to this Agreement shall be incorporated by reference into this Schedule "A" and this Agreement. Waste Material shall conform with the radiological, chemical and physical characteristics set forth in the approved Waste Profile Form upon receipt at the Facility.

SCHEDULE "B"

Delivery Schedule

The following is a description of the arrival schedule and other pertinent requirements relating to the provision of disposal services under this Agreement.

1. WORKING DAYS.

The Facility shall be open for receipt of Waste Material during Working Days, which are Monday through Friday except *EnergySolutions* holidays. A list of *EnergySolutions* holidays is available upon request.

2. NOTICES

For purpose of Notice of Delivery, as set forth in Paragraph 3, below, all notices and communications shall occur through respective shipping departments of *EnergySolutions* and Customer.

3. NOTICE OF DELIVERY.

Customer shall request from *EnergySolutions*, in writing, a Notice to Transport for each waste stream of Waste Material identified in Schedule "A." The request shall be made by Customer, and approved by *EnergySolutions* (which approval shall not be unreasonably withheld, delayed or conditioned), prior to Customer shipping Waste Material. At a minimum such request for each shipment must be made five (5) Working Days prior to the requested delivery date at the Facility. In the event that *EnergySolutions* determines, in its reasonable discretion, that such shipment cannot be received at the Facility on the requested delivery date, then *EnergySolutions* shall notify Customer and *EnergySolutions* and Customer may mutually agree upon a rescheduled delivery date, subject to Paragraph 2(c) of this Agreement. In the event Customer does not deliver Waste Material on a scheduled delivery date, *EnergySolutions* is not obligated to unload or release the transport vehicle within the time specified in Paragraph 6, below, but shall unload and release as promptly as reasonably possible, which shall not exceed twenty (20) Working Days after delivery for bulk shipments and shall not exceed two (2) working days for shielded containers or casks. In the event Customer cannot deliver Waste Material on a scheduled delivery date, *EnergySolutions* will allow Customer to update the arrival date by fax or e-mail. Customer shall be liable for and make payment of all demurrage, late charges and fees and any other costs or fees incurred by *EnergySolutions* prior to said release date by reason of the failure of delivery of Waste Material from Customer on a scheduled delivery date.

4. SHIPPING SCHEDULE.

Customer shall respond in a reasonably timely manner to *EnergySolutions*' request for a rolling 90-day planning schedule on a weekly and/or monthly basis depending on *EnergySolutions* requests. The planning schedule will include Customer's estimate of the volume, number and type of shipments, and planned shipping rate and timing of shipments as requested by *EnergySolutions*. Each planning schedule provided by Customer shall represent Customer's good faith estimate, at the time such estimate is given to *EnergySolutions*, of Customer's expected volume, number and type of shipments, shipping rate and timing of shipments but shall not represent a binding commitment of Customer for any purpose.

5. LAST SHIPMENT.

The last shipment shall arrive at the Facility on or before the termination date of this Agreement.

6. TURN-AROUND TIME AT THE FACILITY.

Within one (1) Working Day after receiving Waste Material as scheduled in accordance with Paragraph 3, above, *EnergySolutions* will unload and prepare trucks for release, if applicable. Within seven (7) working days after receiving Waste Material as scheduled in accordance with Paragraph 3, above, *EnergySolutions* will unload and prepare gondola rail cars for release, if applicable. Within fourteen (14) working days after receiving Waste Material as scheduled in accordance with Paragraph 3, above, *EnergySolutions* will unload and prepare rail cars carrying intermodal type containers for release, if applicable. Within one (1) Working Day after receiving CWF Waste Material as scheduled in accordance with Paragraph 3, above, *EnergySolutions* will unload and prepare trucks, casks and shielded containers for release, if applicable. For purposes of this paragraph, the first Working Day for unloading a transport vehicle commences at 8:00 a.m. of the Working Day on which the vehicle arrives at the Facility, unless the arrival time is later than 12:00 noon, in which event, the first Working Day commences at 8:00 a.m. of the next scheduled Working Day. Shielded containers or cask shipments shall be unloaded in accordance with *EnergySolutions* Waste Acceptance Criteria (WAC). *EnergySolutions* shall not be obligated to release more than the number of transport vehicles during the release period than the number of transport vehicles scheduled in accordance with Paragraph 3, above. Any demurrage and other charges invoiced by the carrier by reason of *EnergySolutions*' failure to unload and release transport vehicles as and when required under this Agreement, shall be paid by *EnergySolutions* to Customer or to the carrier within thirty (30) days after said invoice. Customer shall be responsible for and pay all other demurrage charges.

7. SHIPMENT DELAY.

EnergySolutions will not be held responsible for any demurrage, layovers, additional wages, per diem, etc., that may be or become payable to a third party due to any failures by Customer to meet delivery schedules, except to the extent any such failure is attributable to any failure of *EnergySolutions* to perform its obligations under this Agreement. Unless otherwise agreed between *EnergySolutions* and Customer, Customer shall be responsible for all fees, costs and

charges incurred by EnergySolutions as a consequence of delays in shipment to the extent attributable to any failure of Customer to meet delivery schedules, including, but not limited to, a charge of up to \$30 per day for each third party shipment that is delayed due to Customer's failure to meet the delivery schedules. Actual demurrage charges incurred, if any, shall be in addition to such charges. EnergySolutions shall provide Customer documentation of such delays as and when such delays are incurred.

8. WINTER WEATHER CONDITIONS

EnergySolutions is subject to weather conditions between December 1st and March 1st that may delay container handling outside the requirements of this Agreement. During this period, EnergySolutions shall be obligated to notify Customer in writing of the potential for delay in container return. EnergySolutions shall be liable for demurrage costs attributable to delays caused by winter weather conditions affecting operations at the Facility.

9. CONTAINER RELEASE CRITERIA.

Customer may request EnergySolutions to clean and release containers using the following four categories of radiological release criteria. Provided that customer properly packages the Waste Material such that the potential contamination is minimized, and unless otherwise provided in this Agreement, EnergySolutions will decontaminate the Customer-supplied containers to the "Sole Use" level for return to Customer. Customer agrees to pay any invoices for decontamination services in accordance with the schedule of prices included in Schedule "C".

EnergySolutions will not be responsible for the cost of decontamination of containers that have had a significant breach of the liner prior to unloading; that cost may be passed to Customer per the rates in Schedule "C". If EnergySolutions is unable to meet the container release category requested by Customer, EnergySolutions shall notify Customer and allow Customer to select another category for container release.

Unrestricted Use (removable)	20 dpm/100cm ² alpha 200 dpm/100cm ² beta-gamma
inside and outside	100 dpm/100cm ² alpha 1000 dpm/100cm ² beta-gamma (fixed) (IAW USNRC Reg guide 1.86)
Return to Service (removable)	220 dpm/100cm ² alpha 2200 dpm/100cm ² beta-gamma
inside and outside	(IAW 49CFR173.443c)
DOT Empty (removable) outside of container	220 dpm/100cm ² alpha 2200 dpm/100cm ² beta-gamma
	22000 dpm/100cm ² alpha 220000 dpm/100cm ² beta-gamma (removable) inside of container

(IAW 49CFR173.428)

“Sole Use”

220 dpm/100cm² alpha 2200 dpm/100cm² beta-gamma
(removable) outside of container

container

<10 mrem/hr on contact, <2 mrem/hr at 1 meter inside the

(IAW 49CFR173.443d)

SCHEDULE "C"

Bulk Material Price Schedule

Unless otherwise specified in Paragraph 10 of the Agreement, the following charges apply to the Waste Material described in Schedule "A" to be delivered for disposal or treatment and disposal, as applicable, and which meets each of the requirements of this Agreement:

1. Macroencapsulation of radioactive lead solids, or treatment and disposal of Mixed Waste, not including vacuum-thermal desorption, shall be invoiced per cubic foot using the aggregate exterior volume of the disposable shipping container(s) and the applicable price in the following tables.

a. Radioactive Lead Solids

Volume Range (cubic feet)	Price per Cubic Foot
0 – 2,500	\$200.00
2,501 – 5,000	\$175.00
5,001 – 10,000	\$160.00
10,001 and above	\$145.00

b. Any other Waste that requires stabilization (other than through vacuum-thermal desorption), such as other radioactive solids, paint, asbestos, treatable PCBs, and other similar radioactive solids.

Volume Range (cubic feet)	Price per Cubic Foot
0 – 2,500	\$200.00
2,501 – 5,000	\$175.00
5,001 – 10,000	\$160.00
10,001 and above	\$145.00

c. Other Mixed Waste material, not listed above, requiring treatment and disposal may require Treatability Studies and shall be priced on a case-by-case basis subject to Customer's acceptance. EnergySolutions' pricing for such treatment and handling services shall not exceed pricing offered for similar services to other customers with appropriate adjustments to eliminate any charges related to direct disposal and shall not exceed EnergySolutions' direct out-of-pocket costs incurred in the performance of such services, plus a markup of 15% on any such costs other than taxes and fees paid to any governmental entity and purchases of materials or services from an Affiliate.

2. Handling and treatment of Soil, Rubble, Decommissioning Waste and Large Components shall be priced by *EnergySolutions* on a case-by-case basis subject to Customer's acceptance. *EnergySolutions'* pricing for such services shall not exceed pricing offered for similar services to other customers with appropriate adjustments to eliminate any charges related to direct disposal and shall not exceed *EnergySolutions'* direct out-of-pocket costs incurred in the performance of such services, plus a markup of 15% on any such costs other than taxes and fees paid to any governmental entity and purchases of materials or services from an Affiliate.

3. MEASUREMENT FOR PAYMENT PURPOSES.

Treatment and handling of Waste in non-reusable, manifested containers shall be billed based on external volume as follows:

55 Gallon Drums = 7.5 ft ³	B-25 boxes = 96 ft ³
85 Gallon Drums = 11.6 ft ³	OP-45 boxes = 49 ft ³
89 Gallon Drums = 12.1 ft ³	B-88 boxes = 97 ft ³
B-12 boxes = 48 ft ³	

(In the event a new or different non-reusable container is manifested, the same principle shall apply).

For treatment and handling of Waste in re-usable manifested shipping containers such as Intermodals, Seavans, Roll-offs etc., Customer shall be invoiced using the below protocol:

Bulk debris containers shall be invoiced at 90% of manifested gross container volume. (Customer agrees to use reasonable care while loading containers in order to minimize the likelihood of difficulties and container damage during unloading.)

For invoicing purposes, dose rates shall be calculated using the average reported dose rate on any accessible surface piece of waste inside the container. Customer shall identify said dose rate using the advance shipment notification form (EC-98096).

4. Special cases or specific packages with unusual loading requirements shall be determined on a case-by-case basis, prior to shipment. For payment purposes, the Quantity of the Waste Material shall be determined by such manifest information using certified scale, and *EnergySolutions* may make final measurements. If *EnergySolutions* determines that amounts or volumes of Waste Material shipped to *EnergySolutions* are greater than that manifested by Customer, and the parties are unsuccessful in resolving the discrepancies after two (2) Working Days, *EnergySolutions* may revise such amounts or volumes and shall provide documentation of such revisions to Customer and *EnergySolutions* may proceed with handling of such Waste Material.

5. CONTAINER DECONTAMINATION

Customer shall be charged for the release of containers cleaned by EnergySolutions in accordance with Paragraph 9 of Schedule "B" at the following unit rates:

Release Category	Decontamination Charge	
	Container	Rate
Unrestricted Use	To be determined on a case by case basis	
Return to Service	Intermodal or 20' seavan with metal floor	\$200 per container
	40' seavan with metal floor	\$300 per container
	gondola rail car with or without lid	\$800 per gondola
DOT Empty	Intermodal or 20'/40' seavan	\$65 per container
	lidded gondola rail car only	\$200 per container
"Sole Use"	any gondola, intermodal, 20'/40' seavan	No charge

6. ADDITIONAL TERMS.

(a) If Customer schedules a shipment of Waste Material for delivery to the Facility on days other than Working Days, an additional charge may be added to Customer's invoice for each such day, other than a Working Day, on which EnergySolutions handles such Waste Material in an amount equal to EnergySolutions' incremental direct labor costs for work on days other than Working Days.

(b) All charges under this Agreement that are not specified above in this Schedule "C" shall be billed at the rate of \$95.00 per hour for EnergySolutions employees, and at actual cost plus fifteen percent (15%) for all other expenses incurred other than taxes and fees payable to any governmental entity and purchases of materials or services from an Affiliate.

(c) A two and twenty-five one hundredths percent (2.25%) price escalator shall apply to all pricing described in Schedule "C" effective January 1st of each year.

EXHIBIT D

IRREVOCALBE EASEMENT FOR DISPOSAL CAPACITY

When Recorded Return To:

Grantee's Address:

Space above for County Recorder's Use

[PARCEL I.D. # _____]

Irrevocable Easement for Disposal Capacity

This Irrevocable Easement for Disposal Capacity (the "Grant") is made this 1st day of September 2010, by ENERGYSOLUTIONS LLC, a Utah limited liability company formerly known as Envirocare of Utah, LLC ("Grantor"), to The Bank of New York Mellon, as Trustee ("Grantee") of the Backup Nuclear Decommissioning Trust (the "Trust"), an Illinois trust created under the Backup Nuclear Decommissioning Trust Agreement dated September 1, 2010 (collectively, the "Parties").

Recitals

A. Grantor is the owner of that certain real property located in Tooele County, State of Utah, more particularly described on Exhibit A (the "Easement Area"), which it operates as a low level radioactive waste disposal facility (the "Clive Facility").

B. As used in this Grant, the term "Zion Station Site" refers to the entire site that is subject to the Nuclear Regulatory Commission Operating Licenses DPR-39 (Zion 1) and DPR-48 (Zion 2).

C. Grantor, Exelon Generation Company, LLC, a Pennsylvania limited liability company ("Exelon"), EnergySolutions, Inc., and ZionSolutions, LLC, a Delaware limited liability company ("ZionSolutions"), have executed the Asset Sale Agreement dated as of December 11, 2007 (as amended, the "Sale Agreement") pursuant to which ZionSolutions agreed to purchase and assume, and Exelon agreed to sell and assign, certain assets located at the Zion Station Site and certain associated liabilities, including the responsibility for Decommissioning the Zion Station Site.

D. Grantor desires to dedicate, through this Grant, a portion of the Clive Facility to the disposal of all Class A Low Level Waste that may be shipped to the Clive Facility from the Zion Station Site during the course of Decommissioning the Zion Station Site and waste material situated in the Zion Station Site that can be made WAC-compliant through treatment, processing or other handling.

Grant of Easement

For and in the consideration of the promises and covenants contained herein and in the Sale Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties grant and agree as follows:

1. Definition of Terms. All terms not otherwise defined herein shall have the meaning ascribed to them in the Sale Agreement or the Disposal Services Agreement. Unless otherwise required by the context in which any term appears the singular shall include the plural and the plural shall include the singular. In addition to the terms defined elsewhere in this Grant and in the Sale Agreement, for purposes of this Grant, the following terms are defined as follows:

a. "Damages, Losses or Liability" means claims, demands, suits, losses, liabilities, damages, obligations, payments, costs and expenses (including, without limitation, the costs and expenses of any and all actions, suits, proceedings, assessments, judgments, settlements and compromises relating thereto and reasonable attorneys' fees and reasonable disbursements in connection therewith).

b. "Grantor Party" or "Grantor Parties" means Grantor, its Affiliates and/or Grantor's successors.

c. "Damages, Losses or Liability that arise solely out of the Inherent Nature of the Permitted Materials" means Damages, Losses or Liability that arise out of the nature of the Permitted Materials and that would occur even if the Permitted Materials were disposed of in accordance with all Laws, including Nuclear Laws and Environmental Laws, and in accordance with practices, methods and activities generally accepted in the radioactive waste disposal industry as good practices applicable to the disposal of Class A Low Level Waste and that are consistent with good business practices and safety.

d. "Permitted Materials" means all Class A Low Level Waste situated at the Zion Station Site as of the date of this Grant or created during the course of Decommissioning the Zion Station Site and which is compliant with the Clive Facility WAC on the date of disposal under this Grant.

2. Grant of Easement. Grantor hereby grants and sets over to Grantee for the benefit of the Trust, its successors and assigns, an irrevocable easement to dispose of and deposit up to 7,500,000 cubic feet of Permitted Materials in, on, and over the Easement Area, and related access, ingress and egress on and over rail spurs, roads driveways and other surface areas as necessary to dispose of Permitted Materials in licensed and

permitted disposal cells, to be exercised by Grantee, its successors and assigns, or their respective independent contractors retained to handle and process Permitted Materials solely in accordance with the terms and conditions of this Grant (the "Easement"). The rights and responsibilities of Grantee and its assigns under this Grant shall become effective only upon the occurrence of an assignment by Grantee of all of its rights, responsibilities, title and interest in, to and under this Grant to ZionSolutions or its successors and assigns in accordance with Paragraph 7 hereof (a "Permitted Assignment"). Prior to the occurrence of a Permitted Assignment, Grantee shall have no obligations, responsibilities or duties under this Grant whatsoever.

3. Disposal of Materials. If Grantee or an independent contractor of Grantee, other than a Grantor Party, disposes of any Permitted Materials pursuant to this Grant, any disposal shall be undertaken in accordance with the following terms, conditions and agreements:

a. Compliance with Law and Good Practices. Such disposal shall be undertaken in accordance with all Laws, including Nuclear Laws and Environmental Laws, and in accordance with practices, methods and activities generally accepted in the radioactive waste disposal industry as good practices applicable to the disposal of Class A Low Level Waste and that are consistent with good business practices and safety.

b. Indemnification. Grantee waives, releases and agrees to indemnify, hold harmless and defend (with legal counsel selected by Grantee) the Grantor Parties from and against any and all Damages, Losses or Liability of any nature on account of injury to persons, loss of life, or damage to property, and/or that pertain to Environmental Claims, in each case to the extent arising out of the exercise of Grantee's rights under this Grant, other than those Damages, Losses or Liability that arise out of the Inherent Nature of the Permitted Materials or the violation of applicable Law, any act or omission of a Grantor Party, or any breach or failure in performance of any contractual obligation of a Grantor Party.

c. Hazardous Substances. Grantee may only use Hazardous Substances within the Easement Area as are reasonably necessary to complete disposal of the Permitted Materials, and solely in accordance with generally recognized industry standards and all Environmental Laws. Except for materials used in accordance with the standards set forth above and the Permitted Materials, Grantee shall not create, generate, store, treat, emit, dispose of, release, threaten to release, or cause to be created, generated, stored, treated, emitted, disposed of, released, or threatened to be released any Hazardous Substance or Nuclear Material on, over or under the Easement Area, or any property adjacent thereto. If Grantee breaches any of its obligations set forth in this paragraph, Grantee shall, upon a Grantor Party's request and at Grantee's sole cost and expense, promptly and diligently undertake, perform and complete any and all activities necessary, to the extent allowable at law, to remove, remediate and eliminate any and all Hazardous Substances present in the Easement Area or any property adjacent thereto by reason of such breach and to obtain appropriate governmental agency certification that such removal, remediation and elimination are complete.

d. No Liens. Grantee shall not permit any lien or claim of mechanics or laborers to be filed against the Easement Area, or part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by, through or under the Grantee ("Lien") other than Liens in favor of a Grantor Party or arising by, through or under a Grantor Party. Within thirty (30) days after the date of the filing or recording of any such Lien, Grantee shall cause the same to be paid and discharged of record or bonded over or to initiate proceedings challenging the validity of any such Lien. If such a proceeding results in a final judgment (not subject to further appeal) upholding the validity of the Lien, Grantee shall pay and discharge the Lien of record within thirty (30) days after the date of the entry of such judgment. If Grantee does not pay and discharge any such Lien within the above time periods, a Grantor Party may pay and discharge the Lien. In such event, the amount the Grantor Party paid to discharge the Lien together with all other related Damages, Losses, or Liability of the Grantor Party shall be deemed to be an obligation of Grantee immediately owing to the Grantor Party.

e. Damage to Property. Grantee shall promptly repair or replace at its cost and expense any property or facilities of the Grantor Parties damaged or injured by the acts or omissions of Grantee or its agents in the course of conducting any activities within the Easement Area. Except for acts of gross negligence or intentional misconduct, Grantee shall not be responsible for the restoration of any land that is physically disturbed as a result of activities undertaken pursuant to this Grant or the repair or replacement of property or facilities that may be required by reason of acts or omissions of a Grantor Party; provided that Grantee shall not be required to restore land that is physically disturbed to a degree or extent that would reasonably be expected to result from normal use of the Clive Facility or repair or replace property or facilities subject to wear and tear to a degree or extent that would reasonably be expected to result from normal use of such property or facilities in the ordinary course of operation of the Clive Facility.

4. Term of Easement. The Easement shall continue until such time as all of the Permitted Materials have been disposed of either at the Clive Facility or some other properly permitted Low Level Waste disposal facility. When such material has been so disposed of, this Grant shall automatically lapse and expire and, within ten (10) business days after Grantor's or its successor's written request therefor, Grantee shall deliver to Grantor or its successor a recordable release of this Grant. In accordance with the conditions imposed upon ZionSolutions by the Nuclear Regulatory Commission, the Easement may not be terminated without 30 days prior written notice to the Director of FSME and Director of NRR (if, upon receiving such notice, the NRC objects in writing, the Easement cannot be terminated).

5. Covenants to Run With the Land. Subject to Paragraph 4, the easement, covenants, terms and conditions of this Grant and the rights related thereto shall constitute covenants running with the land, and shall burden the Easement Area as the servient estate and shall be binding upon Grantor and its successors, assigns, and any person acquiring an interest in the Easement Area.

6. No Fees or Charges. No fee, charge or other cost shall be imposed by Grantor on the exercise by Grantee or any independent contractor of Grantee of rights under this Grant. The foregoing shall not preclude the payment of fees or charges that may become due a Grantor Party for services related to the transportation, treatment, processing or other handling of Permitted Materials under a separate agreement between Grantee and a Grantor Party.

7. Assignment. This Grant and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Grantee may assign its rights and obligations under this Grant, in whole or in part, to ZionSolutions and its successors and assigns, and at the joint written request or instruction of Exelon and ZionSolutions or its successor or assignee shall assign all of its rights and obligations under this Grant to ZionSolutions or its designated successor or assignee, upon and following which assignment ZionSolutions or its designated successor or assignee shall be deemed to be the Grantee for all purposes of this Grant, and The Bank of New York Mellon, as Trustee or in its individual capacity, shall have no further right or liability hereunder. Grantee shall not otherwise assign its rights and obligations under this Grant without the prior written consent of Grantor.

8. Amendment, Modification and Waiver. This Grant may be amended, modified or supplemented by written agreement of Grantor and Grantee only with the prior written consent of ZionSolutions and Exelon, which consent may be withheld in the sole discretion of ZionSolutions and Exelon. No failure or delay of any Party to exercise any right or remedy under this Grant shall constitute a waiver of such or any other right or remedy hereunder. Any failure of a Party to comply with any obligation, covenant, agreement or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver of such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent failure to comply therewith.

9. Limitation of Liability of Trustee. Notwithstanding anything contained herein to the contrary, this Grant has been executed by The Bank of New York Mellon not in its individual capacity but solely in its capacity as Trustee of the Backup Nuclear Decommissioning Trust and solely for the purpose of holding legal title to this Grant prior to the occurrence of a Permitted Assignment. In no event shall The Bank of New York Mellon in its individual capacity or as Trustee of the Backup Nuclear Decommissioning Trust have any liability for the representations, warranties, covenants, agreements or other obligations of the Grantee hereunder or in any of the certificates, notices or agreements delivered pursuant hereto, as to all of which recourse shall be had solely to the assets of the Grantee's assignee following the occurrence of a Permitted Assignment.

[Signature Pages Follow]

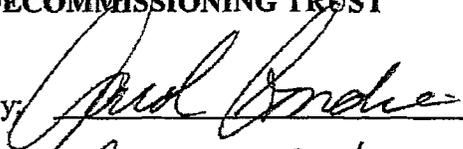
ENERGYSOLUTIONS, LLC

By: 

Name: Brett Hickman

Title: VP, CAO, General Counsel & Secretary

**THE BANK OF NEW YORK MELLON,
TRUSTEE,
BACKUP NUCLEAR
DECOMMISSIONING TRUST**

By: 

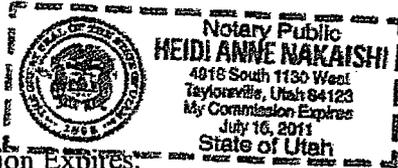
Name: CAROL CONDIE

Title: VICE PRESIDENT

[Signature Pages Follow]

STATE OF Utah)
 : SS.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 27 day of August 2010 by Brett Hickman, the EVP, CAO, General Counsel & Secretary of ENERGYSOLUTIONS, LLC, a Utah limited liability company.



My Commission Expires:

Heidi Nakaishi
NOTARY PUBLIC

Residing at:

STATE OF PA)
 : SS.
COUNTY OF Allegheny)

The foregoing instrument was acknowledged before me this 30th day of August 2010 by Carol Condie, the Vice President of The Bank of New York Mellon, a New York State trust company.

Julie Ann Mosco
NOTARY PUBLIC

My Commission Expires:

December 6, 2011

Residing at:

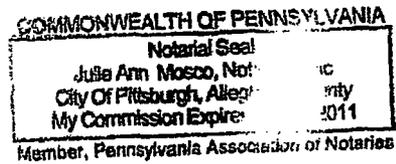


Exhibit A

The Easement Area

BEGINNING at the Northeast Corner of Section 32, Township 1 South, Range 11 West, Salt Lake Base and Meridian, and running thence South $00^{\circ}34'50''$ West along the Section line 2592.91 feet to the East Quarter Corner of said Section 32; thence South $01^{\circ}21'27''$ West along the Section line 2691.83 feet to the Southeast Corner of said Section 32; thence North $88^{\circ}55'29''$ West along the Section line 2641.70 feet to the South Quarter Corner of said Section 32; thence North $88^{\circ}55'07''$ West along the Section line 2642.25 feet to the Southwest Corner of said Section 32; thence North $01^{\circ}00'42''$ East along the Section line 2642.11 feet to the West Quarter Corner of said Section 32; thence North $01^{\circ}00'24''$ East along the Section line 2642.53 feet to the Northwest Corner of said Section 32; thence North $01^{\circ}00'11''$ East along the Section line 330.24 feet to the Northwest Corner of the South Half of the South Half of the South Half of the Southwest Quarter of Section 29, Township 1 South, Range 11 West, Salt Lake Base and Meridian; thence South $88^{\circ}54'12''$ East along the North line of said South Half of the South Half of the South Half of the Southwest Quarter 2640.41 feet to the Northeast Corner of said South Half of the South Half of the South Half of the Southwest Quarter; thence South $88^{\circ}57'22''$ East along the North line of the South Half of the South Half of the Southwest Quarter of the Southeast Quarter of said Section 29, 1320.21 feet to the Northeast corner of said South Half of the South Half of the Southwest Quarter of the Southeast Quarter; thence South $00^{\circ}59'25''$ West along the West line of said South Half of the South Half of the Southwest Quarter of the Southeast Quarter, 330.21 feet to the South line of said Section 29; thence South $88^{\circ}55'17''$ East along said South line 1320.23 feet to the point of beginning.

LESS AND EXCEPTING THE FOLLOWING:

Beginning at a point located 1120.32 feet North $88^{\circ}55'17''$ West along the Section Line and 329.49 feet South $01^{\circ}00'43''$ West from the Northeast Corner of Section 32, Township 1 South, Range 11 West, Salt Lake Base and Meridian; and running thence North $88^{\circ}55'49''$ West 1503.72 feet; thence South $01^{\circ}04'06''$ West 2880.50 feet; thence South $88^{\circ}55'49''$ East 1503.72 feet; thence North $01^{\circ}04'06''$ East 2880.50 feet to the point of beginning.

LESS AND EXCEPTING THE FOLLOWING: (i) buildings and other improvements other than roads and improved surfaces required for access; and (ii) any portion of the property not approved by applicable permits, laws, licenses or government agencies for the disposal of radioactive waste.

LENDER CONSENT AND SUBORDINATION AGREEMENT

This LENDER CONSENT AND SUBORDINATION AGREEMENT (this "Consent") is made as of AUGUST 27, 2010 by FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation ("First American"), in its capacity as Trustee under that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement, Financing Statement and Fixture Filing dated as of August 13, 2010, which was recorded on August 13, 2010, as Entry No. 345606 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Deed of Trust"), and JPMORGAN CHASE BANK, N.A. ("JPM"), in its capacity as the Administrative Agent (in such capacity, the "Administrative Agent") under the Credit Agreement, dated as of August 13, 2010 (the "Credit Agreement"), among EnergySolutions, Inc., EnergySolutions, LLC, as borrower, and the lenders party thereto. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Grant (as defined below).

WHEREAS, pursuant to that certain Asset Sale Agreement dated as of December 11, 2007 (as amended, the "Sale Agreement"), by and among EnergySolutions, LLC, a Utah limited liability company formerly known as Envirocare of Utah, LLC ("Grantor"), EnergySolutions, Inc., a Delaware corporation ("Parent"), Exelon Generation Company, LLC, a Pennsylvania limited liability company ("Exelon"), and ZionSolutions, LLC, a Delaware limited liability company ("ZionSolutions"), ZionSolutions has agreed to purchase and assume, and Exelon has agreed to sell and assign, certain assets located at the Zion Station Site and certain associated liabilities, including the responsibility for Decommissioning the Zion Station Site; and

WHEREAS, it is a condition precedent to the Sale Agreement that Grantor deliver to Exelon that certain Irrevocable Easement for Disposal Capacity dated as of September 1, 2010 (the "Grant"), by and between Grantor and The Bank of New York Mellon, as Trustee ("Grantee") of the Backup Nuclear Decommissioning Trust, an Illinois trust created under the Backup Nuclear Decommissioning Trust Agreement dated September 1, 2010; and

WHEREAS, it is a condition precedent to the Sale Agreement that First American and the Administrative Agent execute and deliver this Consent, and Grantor has requested that First American and the Administrative Agent deliver this Consent and, subject to the terms hereof, First American and Administrative Agent have agreed to deliver this Consent.

NOW, THEREFORE, subject to the terms and conditions of the Grant, First American and Administrative Agent do hereby irrevocably consent to the Easement and subordinate to Grantee their lien, and the lien of all lenders under the Credit Agreement, on the Easement Area to such Easement.

This Consent and all of the provisions hereof shall inure to the benefit of the Grantee and its successors and permitted assigns.

This Consent shall automatically lapse and expire upon the lapse and expiration of the Grant.

This Consent may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

[Signature Pages Follow]

JPMORGAN CHASE BANK, N.A., in its
capacity as Administrative Agent

BY: 
NAME: Peter Christensen
TITLE: Vice President

STATE OF New York
COUNTY OF New York

I, Edeline C. Adderley, a Notary Public in and for the State
and County aforesaid, do hereby certify that Peter Christensen, personally
known to me to be the same person whose name is subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that he/she signed
and delivered such instrument as his/her free and voluntary act, for the uses and purposes
therein set forth.

Given under my hand and notarial seal this 27 day of August 2010.

September 3, 2010
My Commission Expires

Edeline C. Adderley

EDELINE C. ADDERLEY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01AD6079940 QUALIFIED IN BRONX COUNTY
CERTIFICATE FILED IN NEW YORK COUNTY
MY COMMISSION EXPIRES SEPT. 3, 2010

IN WITNESS WHEREOF, each of the undersigned has executed and delivered this instrument as of this 27 day of August 2010.

FIRST AMERICAN TITLE INSURANCE COMPANY in its capacity as Trustee under that certain Deed of Trust set forth herein

BY: Gregory M. Holbrook

NAME: Gregory M. Holbrook

TITLE: Underwriting Counsel

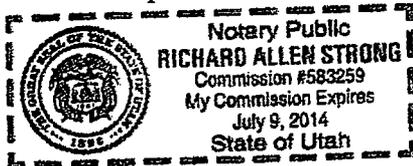
STATE OF Utah
COUNTY OF SALT LAKE

I, Richard Allen Strong, a Notary Public in and for the State and County aforesaid, do hereby certify that Gregory M. Holbrook, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of August 2010.

Richard Allen Strong
Notary Public

My Commission Expires



[Signature Pages Follow]

EXHIBIT E

IRREVOCABLE LETTER OF CREDIT



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

AUG 30, 2010
OUR L/C NO.: TFTS-863158

IRREVOCABLE LETTER OF CREDIT NO. TFTS-863158

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. TFTS-863158 (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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Global Trade Services
300 South Riverside Plaza
Mail Code IL1-0236
Chicago, IL 60606-0236

AUG 30, 2010
OUR L/C NO.: TFTS-863158

'DRAWING CERTIFICATE').

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 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

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Chicago, IL 60606-0236

AUG 30, 2010
OUR L/C NO.: TFTS-863158

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 16, 2011, OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE, AS PROVIDED HEREIN (THE 'EXPIRATION DATE').

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL 12 MONTH PERIODS FROM THE PRESENT OR EACH FUTURE EXPIRATION DATE, UNLESS AT LEAST 90 DAYS PRIOR TO THE CURRENT EXPIRY DATE WE SEND NOTICE IN WRITING TO YOU VIA HAND DELIVERY AT THE ABOVE ADDRESS, THAT WE ELECT NOT TO AUTOMATICALLY EXTEND THIS LETTER OF CREDIT FOR ANY ADDITIONAL PERIOD. HOWEVER IN NO EVENT SHALL THIS LETTER OF CREDIT BE AUTOMATICALLY EXTENDED BEYOND THE FINAL EXPIRY DATE OF



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

AUG 30, 2010
OUR L/C NO.: TFTS-863158

AUGUST 16, 2016. UPON SUCH NOTICE TO YOU, YOU MAY DRAW ON US AT SIGHT FOR AN AMOUNT NOT TO EXCEED THE BALANCE REMAINING IN THIS LETTER OF CREDIT WITHIN THE THEN-APPLICABLE EXPIRY DATE, BY PRESENTATION OF YOUR DRAFT IN THE FORM OF EXHIBIT A, ATTACHED HERETO, AND A DRAWING CERTIFICATE IN THE FORM OF EXHIBIT B, ATTACHED HERETO, EACH COMPLETED IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN SUCH EXHIBIT A AND EXHIBIT B, RESPECTIVELY, AND EXECUTED BY YOUR AUTHORIZED OFFICER.

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 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.



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

AUG 30, 2010
OUR L/C NO.: TFTS-863158

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: _____ JAMES ALONZO _____

ASSISTANT VICE PRESIDENT

TITLE: _____

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

AUG 30, 2010
OUR L/C NO.: TFTS-863158

EXHIBIT A TO LETTER OF CREDIT NO. TFTS-863158

SIGHT DRAFT

[INSERT DATE ON OR PRIOR TO EXPIRATION DATE]

RE: IRREVOCABLE LETTER OF CREDIT NO. TFTS-863158

ON SIGHT

PAY TO BACKUP NUCLEAR DECOMMISSIONING TRUST, PURSUANT TO IRREVOCABLE LETTER OF CREDIT NO. TFTS-863158 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: _____

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

AUG 30, 2010
OUR L/C NO.: TFTS-863158

EXHIBIT B TO LETTER OF CREDIT NO. TFTS-863158

DRAWING CERTIFICATE

[DATE]

RE: IRREVOCABLE LETTER OF CREDIT NO. TFTS-863158

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. TFTS-863158 (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

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

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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: _____

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

AUG 30, 2010
OUR L/C NO.: TFTS-863158

TITLE: _____

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

AUG 30, 2010
OUR L/C NO.: TFTS-863158

EXHIBIT C TO LETTER OF CREDIT NO. TFTS-863158

[LETTERHEAD OF BENEFICIARY]

[DATE]

CONSENT TO TERMINATION OF LETTER OF CREDIT

RE: IRREVOCABLE LETTER OF CREDIT NO. TFTS-863158

LADIES AND GENTLEMEN:

REFERENCE IS MADE TO THE IRREVOCABLE LETTER OF CREDIT NO. TFTS-863158 (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: _____



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

AUG 30, 2010
OUR L/C NO.: TFTS-863158

TITLE: _____

AUTHORIZED SIGNATURE

JAMES ALONZO
ASSISTANT VICE PRESIDENT

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 style="text-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> <p>_____ (Print Name of Bank)</p> <p>_____ (Address of Bank)</p> <p>_____ (City, State, Zip Code)</p> <p>_____ (Print Name and Title of Authorized Signer)</p> <p>_____ (Authorized Signature)</p> <p>_____ (Telephone Number)</p> <p>_____ (Date)</p>
--

EXHIBIT F

CROSS-TRADING INFORMATION

As part of the Cross-Trading Program covered by the Department of Labor Prohibited Transaction Exemption ("PTE") 95-56 for Mellon Bank, N.A. and its affiliates ("Mellon"), Mellon is to provide to ZionSolutions the following information:

I. The Existence of the Cross-Trading Program

Mellon has developed and intends to utilize, wherever practicable, a Cross-Trading Program for Indexed Accounts and Large Accounts as those terms are defined in PTE 95-56.

II. The "Triggering Events" Creating Cross-Trade Opportunities

In accordance with PTE 95-56, three "Triggering Events" may create opportunities for Cross-Trading transactions. They are generally the following (see PTE 95-56 for more information):

1. A change in the composition or weighting of the index by the independent organization creating and maintaining the index;
2. A change in the overall level of investment in an Indexed Account as a result of investments and withdrawals on the Indexed Account's opening date, where the Indexed Account is a bank collective fund, or on any relevant date for non-bank collective funds; provided, however, a change in an Indexed Account resulting from investments or withdrawals of assets of Mellon's own plans (other than Mellon's defined contributions plans under which participants may direct among various investment options, including Indexed Accounts) are excluded as a "Triggering Events"; or
3. A recorded declaration by Mellon that an accumulation of cash in an Indexed Account attributable to interest or dividends on, and/or tender offers for portfolio securities equal to not more than .5% of the Indexed Account's total value has occurred.

III. The Pricing Mechanism Utilized for Securities Purchased or Sold

Securities will be valued at the current market value for the securities on the date of the crossing transaction.

Equity Securities - the current market value for the equity security will be the closing price on the day of trading as determined by an independent pricing service; unless the security was added to or deleted from an index after the close of trading, in which case the price will be the opening price for that security on the next business day after the announcement of the addition or deletion.

Debt Securities - the current market value of the debt security will be the price determined by Mellon as of the close of the day of trading according to the Securities and Exchange Commission's Rule 17a-7(b)(4) under the Investment Company Act of 1940. Debt securities that are not reported securities or traded on an exchange, will be valued based on an average of the highest current independent bids and the lowest current independent offers on the day of cross trading. Mellon will use reasonable inquiry to obtain such prices from at least three independent sources that are brokers or market makers. If there are fewer than three independent sources to price a certain debt security, the closing price quotations will be obtained from all available sources.

IV. The Allocation Method

Direct cross-trade opportunities will be allocated among potential buyers or sellers of debt or equity securities on a pro-rata basis. With respect to equity securities, please note Mellon imposes a trivial dollar amount constraint to reduce excessive custody ticket charges to participating accounts.

V. Other Procedures Implemented by Mellon for its Cross-Trading Practices

Mellon has developed certain internal operational procedures for cross-trading debt and equity securities. These procedures are available upon request.

