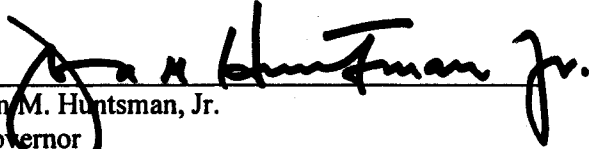


AGREEMENT


This agreement is entered into by and between the Governor of the State of Utah and EnergySolutions, LLC, and any successor or assignee ("EnergySolutions") as follows:

1. EnergySolutions will promptly withdraw the Combined Class A Cell license amendment currently pending before the Utah Board of Radiation Control and its Executive Secretary. EnergySolutions may complete the required licensing process for conversion of the remaining already licensed unused capacity (the "converted already licensed capacity") of the currently-licensed 11e.(2) Cell to a Class A Cell (the "Converted Class A Cell"), and upon successfully meeting all technical and legal requirements, utilize the converted already licensed capacity for the disposal of low-level radioactive waste in the Converted Class A Cell.
2. EnergySolutions and the State of Utah reiterate their commitment that they do not support Class B or C low-level radioactive waste or radioactive waste having a higher radionuclide concentration than the highest radionuclide concentration allowed under licenses existing on February 25, 2005, being disposed in the State of Utah as outlined in Utah Code Annotated Section 19-3-103.7.
3. For so long as EnergySolutions refrains from applying for a license, license amendment, or license renewal for disposal of low-level radioactive waste beyond the currently-licensed low-level radioactive waste cell volumes, which were licensed as of May 1, 2006, and the Converted Class A Cell, the Governor agrees to refrain from making, and shall not permit his designee to make, any request to the Northwest Interstate Compact on Low-Level Radioactive Waste Management (the "Compact") regarding low-level radioactive waste volumes for receipt by EnergySolutions, except as necessary to facilitate the Converted Class A Cell volume, or to initiate or support action to limit the volume of low-level radioactive waste on Section 32, Township 1S, Range 11W, of EnergySolutions' Clive Facility.
4. Nothing in this agreement shall be construed as an admission by EnergySolutions that the Compact has jurisdiction over its operations or facilities or a waiver of EnergySolutions' rights of recovery, if any, for unlawful taking without due process of law, impairment of third-party contracts, violation of vested property rights, or similar claims, based on future actions of the State of Utah or the Compact. Notwithstanding the foregoing, this agreement shall not be used as the basis for any claims against the State of Utah or the Compact.
5. Except for the commitments made by the Governor pursuant to this agreement, nothing in this agreement shall alter or limit the authority or legal rights of the State of Utah, the Compact, the Utah Board of Radiation Control, or the Board's Executive Secretary.

This Agreement will take effect upon the signatures of the parties.


Jon M. Huntsman, Jr.
Governor
State of Utah


Date


Steve Creamer
Chief Executive Officer
EnergySolutions, LLC


Date