

ZIONS BANK

Established in 1873

International Operations
550 South Hope Street, 3rd Floor
Los Angeles, California 90071
S.W.I.F.T. ZFNBUS55

TOOELE COUNTY CORPORATION
CONTRACT # 11-05-01 Standby Letter of Credit

L/C No. ZSB802667

March 31, 2011

IRREVOCABLE STANDBY LETTER OF CREDIT NO. ZSB802667

BENEFICIARY:
TOOELE COUNTY
47 SOUTH MAIN STREET
TOOELE, UTAH 84074

EXPIRATION:
February 18, 2012 or any automatically
extended date as herein below set forth

AMOUNT: 320,000.00

RE: PERMIT #: CONDITIONAL USE PERMIT NO. 1073-04

Dear Sir/Madam:

At the request of ENERGYSOLUTIONS, 423 WEST 300 SOUTH, #200, SALT LAKE CITY, UT 84101 we hereby establish our Irrevocable Standby Letter of Credit in your favor up to an aggregate amount of Three Hundred Twenty Thousand and 00/100 US DOLLARS (USD320,000.00). This Letter of Credit is available for payment against presentation of your draft(s) at Sight drawn on ZIONS FIRST NATIONAL BANK, bearing the clause: "Drawn under Letter of Credit No. ZSB802667 of ZIONS FIRST NATIONAL BANK" accompanied by the following documents:

1. This original Letter of Credit and amendment(s) thereto, if any, which will be returned to you following our notation thereon of the amount of such draft drawn hereunder. If the amount of the draft is for the full amount of this Letter of Credit, the original Letter of Credit will be retained by us.

2. Beneficiary's statement purportedly signed by an authorized official of Tooele County stating one of the following:

"I, (insert name of signer), an authorized signer for Tooele County ("Beneficiary") certify that EnergySolutions ("Applicant") has failed to perform the Mitigation Requirement on the Property as described in the Uniform Zoning Ordinance of Tooele County under conditional use Permit No. 1073-04."

"I, (insert name of signer), an authorized signer for Tooele County ("Beneficiary") certify that we have received notice of non-renewal of Irrevocable Standby Letter of Credit No. ZSB802667 from Zions First National Bank and EnergySolutions ("Applicant") has failed to provide a replacement for this Irrevocable Standby Letter of Credit within 30 days after we received such notice."

Partial drawings are permitted.

It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for one year from the expiration date hereof, or any future expiration date, unless at least sixty (60) days prior to such expiration date, we notify you and EnergySolutions in writing at the address stated above, by certified mail or courier service that we elect not to renew this Letter of Credit for any additional period.

In the event of a drawing all original documents including original sight Draft must be dispatched in one lot by registered mail or courier services directly to Zions First National Bank, International Operations, 550 South Hope Street, 3rd Floor, Los Angeles, CA 90071.

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This Standby Letter of Credit expires at our counters at the close of business on the expiration date, or any automatically extended date.

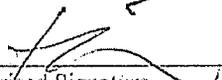
If you have any questions concerning this transaction, please call us at (213) 593-2131, (213) 593-2128 or (213) 593-2127.

All banking charges outside our counters are for the account of the Beneficiary.

We hereby agree with you that all draft(s) drawn under and in compliance with the terms of this Letter of Credit will be honored upon presentation to us as specified herein.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 600.

Sincerely,
ZIONS FIRST NATIONAL BANK


Authorized Signature **Linda Shum**
Vice President