



CD13-0110

Utah Admin. Code r. 313-19-34(2)

April 5, 2013

Rusty Lundberg
Executive Secretary, Radiation Control Board
Division of Radiation Control
Utah Department of Environmental Quality
195 North 1950 West
Salt Lake City, UT 84116

RECEIVED

APR 08 2013

DEPARTMENT OF
ENVIRONMENTAL QUALITY

DRC - 2013 - 001972

Subject: Response to Request for Additional Information for Transfer of Control of Radioactive Materials License Number UT 2300478 and UT 2300249 and Utah Ground Water Quality Discharge Permit Number UGW 450005, Project Number L-2013-88

By letters dated January 21, 2013, EnergySolutions, LLC ("ES LLC") requested that the Utah Department of Environmental Quality ("DEQ") consent to the indirect transfer of control of Radioactive Materials License Number UT 2300478 and UT 2300249 and Utah Ground Water Quality Discharge Permit Number UGW 450005, which the DEQ has designated as Project Number L-2013-88. The indirect transfer of control would result from a proposed transaction whereby EnergySolutions, Inc. ("ES"), the ultimate parent holding company of ES LLC, would be acquired by Rockwell Holdco, Inc. ("Rockwell"), a Delaware corporation, which was formed for the purpose of acquiring ES and is held by certain investment fund entities organized by controlled affiliates of Energy Capital Partners II, LLC ("ECP II"), a Delaware limited liability company.

Enclosed is a response to your March 29, 2013, Request for Additional Information (RAI). The Enclosure includes two attachments. Attachment A is a letter from David Nilsson, Treasurer, ES LLC confirming that the financial instruments used for ES LLC's decommissioning financial assurance obligations will continue unaffected by the proposed transaction along with copies of the three Letters of Credit and Amendment No. 2 to ES LLC's credit agreement. Attachment B is a letter from Steve Herman, Managing Director, ECP II, which provides the requested documentation in response to items 2-5 of the RAI. Attachment C is a copy of a recent amendment to the Agreement and Plan of Merger.

In the event that the DEQ has any questions about the proposed transaction described in this letter and in the RAI response or wishes to obtain any additional information about the transfer of the Licenses, please contact me at (801) 649-2109.

Enclosure 1

Page 2

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 5th day of April 2013.

Respectfully,



for Daniel B. Shrum
Senior Vice President, Regulatory Affairs
EnergySolutions, LLC

Enclosure 1: Response to Request for Additional Information

Enclosure 1:

**Response to Request for Additional Information for Transfer of
Control of Radioactive Materials Licenses Number UT 2300478 and
UT 2300249 and Utah Ground Water Quality Discharge Permit
Number UGW 450005, Project Number L-2013-88**

By letters dated January 21, 2013, EnergySolutions, LLC ("ES LLC") requested that the Utah Department of Environmental Quality ("DEQ") consent to the indirect transfer of control of Radioactive Materials License Number UT 2300478 and UT 2300249 and Utah Ground Water Quality Discharge Permit Number UGW 450005, which the DEQ has designated as Project Number L-2013-88. The indirect transfer of control would result from a proposed transaction whereby EnergySolutions, Inc. ("ES"), the ultimate parent holding company of ES LLC, would be acquired by Rockwell Holdco, Inc. ("Rockwell"), a Delaware corporation, which was formed for the purpose of acquiring ES and is held by certain investment fund entities organized by controlled affiliates of Energy Capital Partners II, LLC ("ECP II"), a Delaware limited liability company. Rockwell would acquire ES by way of merger of Rockwell Acquisition Corp., a wholly-owned corporate subsidiary of Rockwell, with and into ES, with ES being the surviving entity.

This enclosure responds to the March 29, 2013, Request for Additional Information for Transfer of Control of Radioactive Materials License Number UT 2300478 and UT 2300249 and Utah Ground Water Quality Discharge Permit Number UGW 450005.

The following restates the five questions in the request for additional information and provides our response.

- 1. In your letter dated January 21, 2013 (CD13-0017), you state that "[w]hile the proposed transaction will result in an indirect transfer of control of ES LLC and the licenses held by ES LLC, it will not change the current technical and financial qualifications, or operations, of ES LLC as the DEQ's licensee for these licenses." Please provide additional information to demonstrate that the financial qualifications for the operations conducted under the licenses and permit held by EnergySolutions, LLC will not change. The provided information should demonstrate how EnergySolutions, LLC will be able to continue to meet the obligations of operating under the licenses and permits issued by the Utah Department of Environmental Quality. At a minimum, your response should summarize the financial instruments and qualifications that you maintain will not change as a result of the proposed buyout merger.**

ES LLC's current funding assurance mechanisms will not be affected by the proposed transaction. ES has secured an amendment ("Amendment No. 2") to its credit agreement, in order to acknowledge the proposed change in control to ECP II. Attachment A provides a letter from David Nilsson, Treasurer, ES LLC confirming that the financial instruments used for ES LLC's decommissioning financial assurance obligations will continue unaffected by the proposed transaction along with copies of the three Letters of Credit and Amendment No. 2 to ES LLC's credit agreement. The three Letters of Credit are issued by Zions Bank under the revolving credit facility ("Revolver") and are held by Wells Fargo Bank, N.A. as Standby LC Trustee on behalf of the State of Utah. Amendment No. 2 ensures that the credit agreement, including the Revolver, will remain in place post-acquisition through the Revolver maturity date of August 13, 2015, or such later maturity date as provided for in Section 2.22 of Amendment No. 2. In the event that ES LLC does not pursue an extension of the existing Revolver maturity

date mentioned above, it is customary in the ordinary course of business to refinance ES LLC's credit agreements before the Revolver maturity date.

The proposed transaction will not have any adverse impact on the current financial position of ES, because it is merely a change in the equity ownership of ES, which has no adverse impact on the operating costs, revenues, or balance sheet of ES or any of its subsidiaries. Moreover, ES firmly believes that the proposed transaction will enhance its financial condition. ES will no longer have the financial and other burdens associated with being a public company, which will enable ES to focus its financial and other resources on its operations. In addition, Amendment No. 2 to the credit agreement imposes a lower debt maximum of \$675 million that will require a significant reduction of the outstanding debt of ES, which was \$827 million as of February 15, 2013, the execution date of Amendment No. 2. ECP II will provide the equity capital to ES in order to reduce the outstanding debt in accordance with Amendment No. 2. This will improve the balance sheet of ES, enhance its credit ratings and reduce its cost of debt.

The current financial qualifications of ES are demonstrated by its audited Consolidated Financial Statements for the year ending December 31, 2012, which are provided at pages F-1 through F-77, the Form 10-K (Annual Report), filed by the company with the Securities Exchange Commission on March 18, 2013. A link to a copy of this Annual Report is provided at:

<http://ir.energysolutions.com/financials.cfm>

2. **For each transfer of control, the Division must determine if the new owner is controlled by a foreign entity or foreign entities. Although the State of Utah does not oversee issues related to common defense and security, the State has an obligation to identify and notify NRC regarding any concerns related to common defense and security, including foreign ownership. Therefore, additional information regarding the future parent companies of EnergySolutions, LLC must be provided to the Division. You stated that ECP II is owned by five U.S. citizens, which suggests there will be no foreign ownership of the parent company. However, in a January, 10, 2013, letter to the U.S. Nuclear Regulatory Commission, Mr. Patrick Daly stated that the intended parent company for EnergySolutions, Inc., Rockwell Holdco, Inc., "will be directly held by a number of affiliated investments" including Energy Capital Partners II, LP; Energy Capital Partners II-A, LP; Energy Capital Partners II-B, LP; Energy Capital Partners II-C, LP; and Energy Capital Partners II-D, LP ("collectively the ECP II Partnerships"). Mr. Daly further stated that the ECP Partnerships and the controlling partners, i.e., Energy Capital Partners GP II, LP, are owned by ECP II and various passive limited partner investors. Mr. Daly also stated that less than forty percent of the equity in all of the ECP II Partnerships and the controlling partners are held by passive investors "that are foreign domiciled entities, and no foreign domiciled entity or group or foreign domiciled entities under common control holds more than twelve percent of these equity interests."**

Both you and Mr. Daly emphasize that passive limited partner investors do not have any rights to make decisions regarding running the businesses. Accordingly, provide documentation that the equity of any parent company of ES LLC held by

foreign domiciled entities or a group of foreign domiciled entities will not be inimical to the common defense and security.

Pursuant to 10 CFR 50.38, an applicant is ineligible to receive a reactor license if the NRC knows or has reason to believe that the licensee would be under foreign ownership, control or domination ("FOCD"). This restriction also applies to a license where the ownership changes through a direct or indirect license transfer. Thus, *ZionSolutions*, LLC provided information regarding FOCD in the NRC Application, and ES LLC believes that the NRC will approve the indirect license transfer in connection with the proposed transaction with ECP II, making a finding that *ZionSolutions*, LLC and its parent companies will not be subject to FOCD.

The FOCD requirements do not apply to the ES LLC licenses and permit issued by the Utah DEQ. Rather, the Atomic Energy Act only requires that such licenses not be issued if this would be inimical to the common defense and security of the United States. Thus, many licenses similar to those held by ES LLC, as well as licenses for more sensitive facilities such as enrichment facilities, are owned 100% by foreign owned and controlled companies. There is no reason to believe that the proposed passive foreign ownership of up to 40% of the direct or indirect equity of Rockwell would be inimical to the common defense and security.

Moreover, the foreign passive owners will be limited partners of the ECP II investment funds, and as such, they do not control the investment funds in which they have a passive limited partnership interest. Rather, the limited partnerships are controlled by general partners, which are all controlled ultimately by ECP II. Attachment B to this Enclosure is a letter from Steve Herman, Managing Director, ECP II, which provides the requested documentation confirming that ECP II will exercise the ultimate indirect control over the voting of the 100% controlling shares of ES held by Rockwell. ECP II itself is controlled by five individual U.S. citizens and their estate planning vehicles. Mr. Herman further confirms that the passive limited partners will have no ability to vote the ES shares or otherwise exercise any control over the day-to-day operations of ES or its subsidiaries.

Finally, it is relevant to note that the ES is subject to reporting requirements and ongoing oversight by the U.S. Department of Energy (DOE) to assure that it is not subject to foreign ownership, control or influence (FOCI). The FOCI requirements are imposed in connection with a Facility Security Clearance issued by DOE, and they reflect the United States Government's interest in protecting national security in connection with ES personnel having access to classified national security information. The FOCI requirements are more demanding and restrictive than the NRC's FOCD requirements or the inimicality standard. Thus, DOE requirements and oversight for national security purposes assures that the ES could not maintain an ownership structure that would be inimical to the common defense and security.

- You state that transfer of ownership does not involve any planned changes in the management personnel or members of the ES LLC Board of Managers. Additionally, on March 4, 2013, Mr. David Lockwood states he is "the Chief Executive Officer of ES, and following the proposed transaction, this parent company of ES LLC will retain operational control of its business, including the ability to control the operations of ES LLC. [emphasis added]." Notwithstanding these statements, section 2.6(a) of "The Agreement and Plan of Merger By and**

Among Rockwell HoldCo, Inc, Rockwell Acquisition Corp, and EnergySolutions,Inc." (the Agreement), dated January 7, 2013, filed by ES as Exhibit 2.1 to a Securities and Exchange Commission (SEC) Form 8-K, states that:

Section 2.6 Directors and Officers.

- (a) Subject to applicable Law, each of the Parties hereto shall take all necessary action to ensure that the board of directors of the Surviving Corporation [EnergySolutions, Inc. (ES, Inc.)] effective as of, and immediately following, the Effective Time shall consist of the members of the board of directors of Merger Sub [Rockwell Acquisition Corp.] immediately prior to the Effective Time, each to hold office in accordance with the certificate of incorporation and bylaws of the Surviving Corporation until their respective successors shall have been duly elected, designated or qualified, or until their earlier death, resignation or removal in accordance with the certificate of incorporation and bylaws of the Surviving Corporation.**

- (b) The officers of the Company immediately prior to the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Corporation until their successors shall have been duly elected, designated or qualified, or until their earlier death, resignation or removal in accordance with the certificate of incorporation and bylaws of the Surviving Corporation and with applicable Law.**

The information in Item 2.6 of the Agreement mandates that EnergySolutions, Inc.'s Board Members be replaced by the Board Members of Rockwell Acquisition Corp. It is recognized that the Agreement does not mandate immediate replacement of the officers of EnergySolutions, Inc.

The information provided to NRC on January 10, 2013 identifies various individuals as the directors and executive personnel of Rockwell Holdco, Inc. Provide similar information in your response for both Rockwell Holdco, Inc. and Rockwell Acquisition Corp., including the current directors and executive personnel. In addition, describe and document the directors of the surviving EnergySolutions, Inc. following the proposed buyout merger transaction.

If ES, Inc. as the parent company of ES, LLC, has the ability to control the operations of ES, LLC, and the Board Members of ES, Inc. are to be replaced by the Board Members of Rockwell Acquisition Corp., explain how you determined that personnel who have the ability to control the license will not change, including how Mr. Lockwood and current managers will retain operating control of ES LLC. Also describe, with supporting documentation, any expected changes in personnel and the anticipated effect, if any, on the operation of the facility.

In Attachment B, Mr. Herman provides information regarding the directors and executive personnel of Rockwell Acquisition Corp., which are the same as for Rockwell. He also discusses

Rockwell's control over the selection of the Board of Directors of ES upon completion of the transaction, as well as Rockwell's plans to request that the existing members of the Board of Directors of ES continue to serve as members of the Board for a transition period upon completion of the transaction. Section 2.6(a) of the Agreement and Plan of Merger has been amended to provide that the current Board of ES Inc. will remain in place after the merger is consummated. Thus, the existing members of the Board of Directors of ES are expected to continue to serve as members of the Board for a transition period. A copy of the amendment is provided as Attachment C.

Mr. Herman confirms that that David Lockwood, as Chief Executive Officer of ES LLC, and the current executive personnel of ES LLC will retain operational control of ES LLC, upon completion of the proposed transaction. As such, the executive team that is directly responsible for the licensed activities of ES LLC will remain the same. However, ES LLC is requesting approval for the indirect transfer of control of its licenses and permit, because ES LLC recognizes that after the proposed transaction there will be new parent companies with "indirect" control of the company.

4. **Mr. Lockwood states in his letter dated March 4, 2013, that "[a]s the Chief Executive Officer of ES LLC, I can confirm that ES LLC will maintain direct control of the Materials Licenses and permits, and ES LLC agrees to abide by all commitments and representations previously made by it in connection with the Materials Licenses and permits Rockwell Holdco, Inc. and its parent companies have confirmed to me their expectation that ES LLC will continue to fulfill its commitments and obligations as a licensee."**

Although Rockwell Holdco, Inc. and its parent companies have confirmed to Mr. Lockwood that they expect ES, LLC to continue to fulfill their commitments and obligations as a licensee, documentation must be provided to the Division stating that ES, Inc., Rockwell Holdco, Inc., and any other parent company of ES LLC, including Energy Capital Partners II, LLC, will not take any action that would interfere with ES LLC's ability to abide by all constraints, license conditions, requirements, representations, and commitments identified in and attributed to each of the licenses and permits issued to ES LLC by the Utah Department of Environmental Quality. The requested documentation must be signed by an authorized individual or by individuals authorized to sign for each of the parent companies for ES LLC. Signed acknowledgements from the acquiring parent companies are necessary because a parent company, if it so desired, could exercise control over a licensee's activities of any wholly owned subsidiary; and upon consummation of a sale of a company, that the full right to direct and control licenses become vested in the new owners. See *In the Matter of Safety Light Corporation*, 31 NRC 350, 365 (ALAB 1990); see also *In the Matter of Safety Light Corporation*, 41 NRC 413 (LBP 1995).

Attachment B to this Enclosure provides the requested acknowledgement. In this letter, Mr. Herman confirms that ECP II, the various relevant limited partnerships under its control, Rockwell, and ES will not take any action that would interfere with ES LLC's ability to abide by

all constraints, license conditions, requirements, representations, and commitments identified in and attributed to each of the licenses and permits issued to ES LLC by the Utah DEQ.

5. **Your, January 21, 2013, request for approval of an indirect transfer of control of licenses states that “[t]his Application is submitted on behalf of itself, Rockwell [Holdco, Inc.] and the other proposed future parent companies.” If you intend to represent the positions of the proposed acquiring entities, you must include all necessary authorizing signatories or documentation that you are authorized to represent the entities.**

Attachment B to this enclosure confirms that ES LLC was authorized to submit the applications of January 21, 2013, on behalf of ECP II, the various relevant limited partnerships under its control, and Rockwell.

Attachment A:

**Letter from David Nilsson,
Treasurer,
EnergySolutions, LLC**



ENERGYSOLUTIONS

ATTACHMENT A

April 5, 2013

Rusty Lundberg
Executive Secretary, Radiation Control Board
Division of Radiation Control
Utah Department of Environmental Quality
195 North 1950 West
Salt Lake City, UT 84116

Re: Continuation of Clive Assurance Following ECP II Acquisition of EnergySolutions

Dear Mr. Lundberg:

EnergySolutions, LLC's ("ES LLC") current funding assurance mechanisms will not be affected by the proposed acquisition of EnergySolutions, Inc. ("ES") by affiliates of Energy Capital Partners II, LLC ("ECP II"). ES LLC has secured an amendment ("Amendment No. 2") to its credit agreement, in order to acknowledge the proposed change in control to ECP II. A copy of this amendment and copies of the Letters of Credit that provide financial assurance for decommissioning funding are provided as attachments hereto. The three Letters of Credit are issued by Zions Bank under the revolving credit facility ("Revolver") and are held by Wells Fargo Bank, N.A. as Standby LC Trustee on behalf of the State of Utah. Amendment No. 2 ensures that the credit agreement, including the Revolver, will remain in place post-acquisition through the Revolver maturity date of August 13, 2015, or such later maturity date as provided for in Section 2.22 of Amendment No. 2. In the event we do not pursue an extension of the existing Revolver maturity date mentioned above, it is customary in the ordinary course of business to refinance ES LLC's credit agreements before the Revolver maturity date.

The proposed transaction will not have any adverse impact on the current financial position of ES, because it is merely a change in the equity ownership of ES, which has no adverse impact on the operating costs, revenues, or balance sheet of ES or any of its subsidiaries. Moreover, ES firmly believes that the proposed transaction will enhance its financial condition. ES will no longer have the financial and other burdens associated with being a public company, which will enable ES to focus its financial and other resources on its operations. In addition, Amendment No. 2 to the credit agreement imposes a lower debt maximum of \$675 million that will require a significant reduction of the outstanding debt of ES, which was \$827 million as of February 15, 2013, the execution date of Amendment No. 2. ECP II will provide the equity capital to ES in order to reduce the outstanding debt in accordance with Amendment No. 2. This will improve the balance sheet of ES, enhance its credit ratings and reduce its cost of debt.

Very truly yours,

EnergySolutions, LLC

By:


David Nilsson
Vice President and Treasurer

Zions Bank is waiting for the State to return its acceptance of this Amendment to increase the LC and update Beneficiaries address.

ZIONS BANK

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

Amendment of
Standby Letter of Credit

DN

L/C No. ZSB801879

March 18, 2013

**IRREVOCABLE STANDBY LETTER OF CREDIT NO. ZSB801879
AMENDMENT**

BENEFICIARY:
EXECUTIVE SECRETARY, SOLID AND
HAZARDOUS
WASTE CONTROL BOARD OF THE
STATE OF UTAH
CANNON HEALTH BLDG., 4TH FLOOR
288 NORTH 1460 WEST
BOX 144880
SALT LAKE CITY, UT 84114-4880

LETTER OF CREDIT DATE:
February 14, 2007

CURRENT AMOUNT: USD18,922,238.38

Dear Sir/Madam:

We have been requested by ENERGY SOLUTIONS, LLC, 423 WEST 300 SOUTH SUITE 200 SALT LAKE CITY, UT 84101 to amend the above referenced IRREVOCABLE LETTER OF CREDIT issued in your favor, as follows:

This letter of credit is increased by: USD 61,745.00
The new amount of this letter of credit is: USD 18,922,238.38

Beneficiary's name and address now reads:

Director
Utah Division of Solid and Hazardous Waste
195 North 1950 West,
Salt Lake City, UT 84116
Attn: Scott Anderson

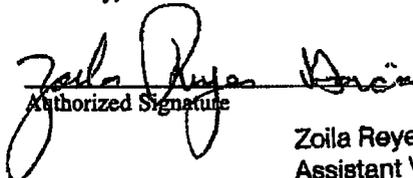
All other terms and conditions remain the same.

This amendment is an integral part of the captioned letter of credit and must be attached to the said letter in your possession.

Please indicate your acceptance or rejection to this amendment by signing and returning the attached copy to Zions First National Bank, International Operations, 550 South Hope Street, 3rd Floor, Los Angeles, CA 90071.

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

Sincerely,


Authorized Signature

Zoila Reyes-Garcia
Assistant Vice President

ZIONS BANK

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

Amendment of
Standby Letter of Credit

L/C No. ZSB801879

June 21, 2012

**IRREVOCABLE STANDBY LETTER OF CREDIT NO. ZSB801879
AMENDMENT**

BENEFICIARY:
EXECUTIVE SECRETARY,
SOLID AND HAZARDOUS WASTE
CONTROL BOARD OF THE STATE OF
UTAH
CANNON HEALTH BLDG., 4TH FLOOR
288 NORTH 1460 WEST
BOX 144880
SALT LAKE CITY, UT 84114-4880

LETTER OF CREDIT DATE:
February 14, 2007

CURRENT AMOUNT: USD18,860,493.38

Dear Sir/Madam:

We have been requested by ENERGY SOLUTIONS, LLC, 423 WEST 300 SOUTH SUITE 200 SALT LAKE CITY, UT 84101 to amend the above referenced IRREVOCABLE LETTER OF CREDIT issued in your favor, as follows:

This letter of credit is increased by: USD 983,134.37
The new amount of this letter of credit is: USD 18,860,493.38

All other terms and conditions remain the same.

This amendment is an integral part of the captioned letter of credit and must be attached to the said letter in your possession.

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

Sincerely,


Authorized Signature

Zoila Reyes-Garcia
Assistant Vice President

ZIONS BANK

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

Amendment of
Standby Letter of Credit

L/C No. ZSB801881

September 27, 2012

**IRREVOCABLE STANDBY LETTER OF CREDIT NO. ZSB801881
AMENDMENT**

BENEFICIARY: EXECUTIVE SECRETARY OF THE UTAH
OF RADIATION CONTROL BOARD
168 NORTH 1950 WEST
BOX 144880
SALT LAKE CITY, UT 84116-3085
ATTN: DANE FINERFROCK

LETTER OF CREDIT DATE: February 14, 2007

CURRENT AMOUNT: USD66,409,957.55

Dear Sir/Madam:

We have been requested by ENERGY SOLUTIONS, LLC, 423 WEST 300 SOUTH SUITE 200 SALT LAKE CITY, UT 84101 to amend the above referenced IRREVOCABLE LETTER OF CREDIT issued in your favor, as follows:

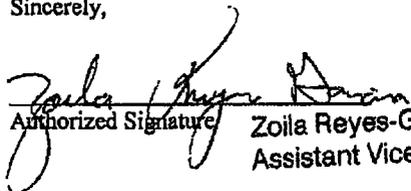
Beneficiary's name and address now reads:
Director of the Utah Division of Radiation Control
195 North 1950 West
Salt Lake City, UT 84116
Attn: Rusty Lundberg

All other terms and conditions remain the same.

This amendment is an integral part of the captioned letter of credit and must be attached to the said letter in your possession.

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

Sincerely,


Authorized Signature Zoila Reyes-Garcia
Assistant Vice President

ZIONS BANK

International Operations
550 South Hope Street, 3rd Floor
Los Angeles, California 90071
S.W.I.F.T: ZPNBUS55

Amendment of
Standby Letter of Credit

L/C No. ZSB801883

October 9, 2012

IRREVOCABLE STANDBY LETTER OF CREDIT NO. ZSB801883 AMENDMENT

BENEFICIARY: EXECUTIVE SECRETARY OF THE UTAH RADIATION CONTROL BOARD
168 NORTH 1950 WEST BOX 144850
SALT LAKE CITY, UT 84116-3085
ATTN: DANE FINERFROCK

LETTER OF CREDIT DATE: February 14, 2007

CURRENT AMOUNT: USD11,296,890.83

Dear Sir/Madam:

We have been requested by ENERGY SOLUTIONS, LLC, 423 WEST 300 SOUTH SUITE 200 SALT LAKE CITY, UT 84101 to amend the above referenced IRREVOCABLE LETTER OF CREDIT issued in your favor, as follows:

This letter of credit is increased by: USD 2,106,701.83
The new amount of this letter of credit is: USD 11,296,890.83

Beneficiary's name and address now reads:
Director of the Utah Division of Radiation Control
195 North 1950 West
Salt Lake City, UT 84116
Attn: Rusty Lundberg

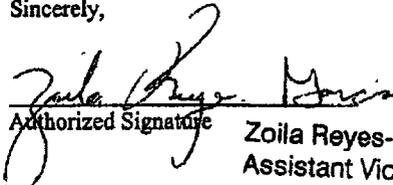
All other terms and conditions remain the same.

This amendment is an integral part of the captioned letter of credit and must be attached to the said letter in your possession.

Please indicate your acceptance or rejection to this amendment by signing and returning the attached copy to Zions First National Bank, International Operations, 550 South Hope Street, 3rd Floor, Los Angeles, CA 90071.

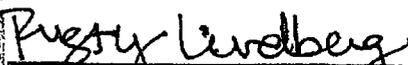
If you have any questions concerning this transaction, please call us at (213) 593-2131 or (213) 593-2128.

Sincerely,


Authorized Signature Zoila Reyes-Garcia
Assistant Vice President

Accepted
(sign & return this copy only)

Rejected
(sign & return this copy with original amendment)


Beneficiary's Authorized Signature & Title Executive Secretary - Radiation Control Board / Division Director

10/10/12
Date

AMENDMENT NO. 2 TO CREDIT AGREEMENT AND CONSENT AND WAIVER

This AMENDMENT NO. 2 TO CREDIT AGREEMENT AND CONSENT AND WAIVER, dated as of February 15, 2013 (this "Amendment"), is entered into by and among EnergySolutions, Inc., a Delaware corporation ("Parent"), EnergySolutions, LLC, a Utah limited liability company ("EnergySolutions"), as the Borrower, the Lenders signatory hereto and JPMorgan Chase Bank, N.A., as the Administrative Agent, and is made with reference to that certain Credit Agreement dated as of August 13, 2010, as amended by that certain Amendment No. 1, dated as of August 23, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Parent, EnergySolutions, the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as the Administrative Agent. Capitalized terms used and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

WHEREAS, pursuant to that certain Agreement and Plan of Merger, dated as of January 7, 2013 (as amended prior to the date hereof, the "Merger Agreement"), by and among Parent, Rockwell Holdco, Inc., a Delaware corporation ("Holdco"), and Rockwell Acquisition Corp., a Delaware corporation and a wholly owned subsidiary of Holdco ("Merger Sub"), Merger Sub intends to merge with and into Parent, with Parent continuing as the surviving entity (the "Merger"). The Merger Agreement and related documents entered into by the Parent, Merger Sub, their respective shareholders or members, and/or their respective Subsidiaries or other Affiliates are hereinafter collectively referred to as the "Merger Documents";

WHEREAS, EnergySolutions has requested, and the Administrative Agent and the Lenders signatory hereto have agreed, to amend and/or waive certain provisions of the Credit Agreement, and to consent to certain matters, in each case as provided for herein; and

WHEREAS, Morgan Stanley Senior Funding, Inc., Credit Suisse Securities (USA) LLC and J.P. Morgan Securities LLC (collectively, the "Lead Arrangers") have agreed to act as lead arrangers and bookrunners with respect to this Amendment.

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants contained herein the parties hereto agree, effective as of the Execution Date (as defined below) (with the exception of Section 1 hereto, which shall be effective as of the Effective Date (as defined below)), as follows:

SECTION 1. AMENDMENT

(a) Section 1.1 of the Credit Agreement is hereby amended as follows:

(i) The definition of "Applicable Margin" is hereby amended and restated in its entirety to read as follows:

"Applicable Margin" shall mean, for any date, (a) with respect to any Term Loan (i) 4.00% per annum, in the case of a Base Rate Loan or (ii) 5.00% per annum, in the case of a Eurodollar Loan and (b) with respect to any Revolving Loan, (i) 3.50% per annum, in the case of a Base Rate Loan, or (ii) 4.50% per annum, in the case of a Eurodollar Loan.

(ii) The definition of “Change of Control” is hereby amended and restated in its entirety to read as follows:

“Change of Control” shall mean Energy Capital Partners II, LP, and/or its Affiliates, in the aggregate, shall fail to own and control, directly or indirectly, beneficially and of record, Equity Interests in EnergySolutions representing at least 50% on a fully diluted basis of (a) the aggregate ordinary voting power and (b) the aggregate equity value represented by the issued and outstanding Equity Interests of EnergySolutions.

(iii) The definition of “Class” is hereby amended and restated in its entirety to read as follows:

“Class”, when used in reference to (a) any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Term Loans, Revolving Loans, extended Revolving Loans pursuant to an Extension Permitted Amendment or, to the extent such Loans have different terms and conditions than the Term Loans, Incremental Term Loans, (b) any Commitment, refers to whether such Commitment is a Term Commitment, a Revolving Commitment, an extended Revolving Commitment pursuant to an Extension Permitted Amendment or an Incremental Term Commitment and (c) any Lender, refers to whether such Lender has a Loan or a Commitment of a particular Class. Incremental Term Loans and Incremental Term Commitments that have different terms and conditions shall constitute separate Classes of Loans and Commitments.

(iv) The definition of “Revolving Maturity Date” is hereby amended and restated in its entirety to read as follows:

“Revolving Maturity Date” shall mean the fifth anniversary of the date of this Agreement; provided that, after the effectiveness of an Extension Permitted Amendment providing for a new Class of extended Revolving Commitments and Revolving Loans, the “Revolving Maturity Date” with respect to such Class of Revolving Commitments and Revolving Loans shall be as provided in such Extension Permitted Amendment.

(v) The following new terms and related definitions are hereby inserted in Section 1.1 of the Credit Agreement in the appropriate alphabetical order:

“Extending Revolving Issuing Banks” shall have the meaning set forth in Section 2.22(a).

“Extending Revolving Lenders” shall have the meaning set forth in Section 2.22(a).

“Extension Agreement” shall mean an extension agreement, in form and substance reasonably satisfactory to EnergySolutions and the applicable Extending Revolving Lenders and/or Extending Revolving Issuing Banks, to be entered into by and among Parent, EnergySolutions, the Administrative Agent and such Extending Revolving Lenders and/or Extending Revolving Issuing Banks, effecting an Extension Permitted

Amendment and such other amendments hereto and to the other Loan Documents as are contemplated by Section 2.22.

“Extension Offer” shall have the meaning set forth in Section 2.22(a).

“Extension Permitted Amendment” shall mean an amendment to this Agreement and the other Loan Documents, effected in connection with an Extension Offer pursuant to Section 2.22, providing for (a) an extension of the Revolving Maturity Date applicable to the Extending Revolving Lenders’ Revolving Loans and/or Revolving Commitments of the applicable Extension Request Class and/or (b) an extension by one or more Revolving Issuing Banks of the period for which such Persons will act as Revolving Issuing Banks.

“Extension Request Class” shall have the meaning set forth in Section 2.22(a).

“Holdco” shall mean Rockwell Holdco, Inc., a Delaware corporation.

“Rockwell” shall mean Rockwell Acquisition Corp., a Delaware corporation.

“Second Amendment Effective Date” shall mean the “Effective Date”, as defined in that certain Amendment No. 2 to Credit Agreement and Consent and Waiver, dated as of February 15, 2013, by and among the Parent, EnergySolutions, the Administrative Agent and the Lenders party thereto.

“Second Amendment Execution Date” shall mean the “Execution Date”, as defined in that certain Amendment No. 2 to Credit Agreement and Consent and Waiver, dated as of February 15, 2013, by and among the Parent, EnergySolutions, the Administrative Agent and the Lenders party thereto.

(b) Section 2.13(c) of the Credit Agreement is hereby amended by replacing the words “Closing Date” in the first line thereof with the words “Second Amendment Execution Date”.

(c) Section 2.19(b) of the Credit Agreement is hereby amended and restated in its entirety as follows:

“(b) Reduction of Revolving Commitments and Revolving L/C Specified Amount. EnergySolutions may at any time terminate, or from time to time permanently reduce, (i) the Revolving Commitments; provided that (x) each partial reduction of the Revolving Commitments shall be in an amount that is an integral multiple of \$1,000,000 and not less than \$5,000,000 and (y) EnergySolutions shall not terminate or reduce the Revolving Commitments if, after giving effect to any concurrent prepayment of Revolving Loans in accordance with Section 2.11(a), the Aggregate Revolving Exposure would exceed the Aggregate Revolving Commitment and (ii) the Revolving L/C Specified Amount; provided that (x) each partial reduction of the Revolving L/C Specified Amount shall be in an amount that is an integral multiple of \$1,000,000 and not less than \$5,000,000 and (y) EnergySolutions shall not terminate or reduce the Revolving L/C Specified Amount if, after giving effect to any concurrent

termination of Revolving Letters of Credit in accordance with Section 2.11(a), the Revolving L/C Exposure would exceed the Revolving L/C Specified Amount.”.

(d) Article II of the Credit Agreement is hereby amended by inserting a new Section 2.22 after existing Section 2.21 as follows:

“SECTION 2.22 Extensions of Revolving Commitments.

(a) EnergySolutions may on one or more occasions, by written notice to the Administrative Agent, make one or more offers (each, an “Extension Offer”) to all (and not fewer than all) the Revolving Lenders and/or Revolving Issuing Banks of one or more Classes (each Class subject to such an Extension Offer, an “Extension Request Class”) to make one or more Extension Permitted Amendments pursuant to procedures reasonably specified by the Administrative Agent and reasonably acceptable to EnergySolutions. Such notice shall set forth (i) the terms and conditions of the requested Extension Permitted Amendments and (ii) the date on which such Extension Permitted Amendments are requested to become effective (which shall not be less than ten Business Days nor more than 30 Business Days after the date of such notice, unless otherwise agreed to by the Administrative Agent). Extension Permitted Amendments shall become effective only with respect to the Revolving Loans and Revolving Commitments of the Revolving Lenders and/or Revolving Issuing Banks of the Extension Request Class that accept (it being understood and agreed that any Revolving Lender or Revolving Issuing Bank that fails to respond to an Extension Offer shall be deemed to have rejected such Extension Offer) the applicable Extension Offer (such Revolving Lenders, the “Extending Revolving Lenders” and such Revolving Issuing Banks, the “Extending Revolving Issuing Banks”) and (x) in the case of any Extending Revolving Lender, only with respect to such Revolving Lender’s Revolving Loans and Revolving Commitments of such Extension Request Class as to which such Revolving Lender’s acceptance has been made and (y) in the case of any Extending Revolving Issuing Bank, only with respect to such Revolving Issuing Bank’s agreement to act as Revolving Issuing Bank. With respect to all Extension Permitted Amendments consummated by EnergySolutions pursuant to this Section 2.22, (A) such Extensions shall not constitute voluntary or mandatory payments or prepayments for purposes of Sections 2.10 and 2.11 and (B) any Extension Offer, unless contemplating a Revolving Maturity Date already in effect hereunder pursuant to a previously consummated Extension Permitted Amendment, is required to be in a minimum amount of \$10,000,000, provided that EnergySolutions may at its election specify as a condition to consummating any such Extension Permitted Amendment that a minimum amount (to be determined and specified in the relevant Extension Offer in EnergySolutions’ sole discretion and which may be waived by EnergySolutions) of Revolving Commitments or Revolving Loans of any or all applicable Classes be extended. If the aggregate principal amount of Revolving Commitments in respect of which Revolving Lenders shall have accepted the relevant Extension Offer shall exceed the maximum aggregate principal amount of Revolving Commitments offered to be extended by EnergySolutions pursuant to such Extension Offer, then the Revolving Commitments (and related Revolving Loans) of such Revolving Lenders shall be extended ratably up to such maximum amount based on the

respective principal amounts (but not to exceed actual holdings of record) with respect to which such Revolving Lenders have accepted such Extension Offer.

(b) An Extension Permitted Amendment shall be effected pursuant to an Extension Agreement executed and delivered by the Parent, EnergySolutions, each applicable Extending Revolving Lender and Extending Revolving Issuing Bank and the Administrative Agent; provided that no Extension Permitted Amendment shall become effective unless no Event of Default shall have occurred and be continuing on the date of effectiveness thereof. The Administrative Agent shall promptly notify each Revolving Lender and Revolving Issuing Bank as to the effectiveness of each Extension Agreement. Each Extension Agreement may, without the consent of any Revolving Lender or any Revolving Issuing Bank other than the applicable Extending Revolving Lenders and Extending Revolving Issuing Banks, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent, to give effect to the provisions of this Section, including any amendments necessary to treat the applicable Revolving Loans and/or Revolving Commitments of the Extending Revolving Lenders or the agreement to act as Revolving Issuing Bank of such Extending Revolving Issuing Banks as a new Class of revolving loans and/or revolving commitments hereunder (and the Revolving Lenders or Revolving Issuing Banks hereby irrevocably authorize the Administrative Agent to enter into any such amendments); provided that (i) all Borrowings, all prepayments of Revolving Loans and all reductions of Revolving Commitments shall continue to be made on a ratable basis among all Revolving Lenders, based on the relative amounts of their Revolving Commitments (i.e., both extended and non-extended), until the repayment of the Revolving Loans attributable to the non-extended Revolving Commitments (and the termination of the non-extended Revolving Commitments) on the relevant Revolving Maturity Date, (ii) the allocation of the participation exposure with respect to any then-existing or subsequently issued or made Revolving Letter of Credit as between the Revolving Commitments of such new "Class" and the remaining Revolving Commitments shall be made on a ratable basis in accordance with the relative amounts thereof until the Revolving Maturity Date relating to such non-extended Revolving Commitments has occurred (it being understood, however, that no reallocation of such exposure to extended Revolving Commitments shall occur on such Revolving Maturity Date if (1) any Event of Default under clause (b), (f) or (g) of Section 8.1 exists at the time of such reallocation or (2) such reallocation would cause the revolving credit exposure of any Revolving Lender with a Revolving Commitment to exceeds its Revolving Commitment), (iii) the Revolving Availability Period and the Revolving Maturity Period, as such terms are used in reference to Revolving Letters of Credit, shall not be extended pursuant to any such Extension Agreement with respect to any Revolving Issuing Bank that has rejected the applicable Extension Offer, and (iv) at no time shall there be more than three Classes of Revolving Commitments hereunder, unless otherwise agreed by the Administrative Agent. If the Aggregate Revolving Exposure exceeds the Aggregate Revolving Commitment as a result of the occurrence of the Revolving Maturity Date with respect to any Class of Revolving Commitments while an extended Class of Revolving Commitments remains outstanding, EnergySolutions shall make such payments and provide such cash collateral as may be required by Section

2.11(a) to eliminate such excess on such Revolving Maturity Date. The Administrative Agent, the Lenders and the Revolving Issuing Banks hereby acknowledge that the minimum borrowing, pro rata borrowing and pro rata payment requirements contained elsewhere in this Agreement are not intended to apply to the transactions effected pursuant to this Section 2.22.

(c) Any such extension may be made in an amount that is less than the amount requested by EnergySolutions to be extended if EnergySolutions is unable to arrange for, or chooses not to arrange for, Revolving Commitments in an amount equal to the Revolving Commitments then in effect but in no event shall any such extension be made in an amount that exceeds the Aggregate Revolving Commitments hereunder (as may be increased, from time to time, pursuant to Section 2.18). If EnergySolutions is unable to arrange for, or chooses not to arrange for, Extending Revolving Issuing Banks willing to extend for the full amount of the Revolving L/C Specified Amount then in effect, the Revolving L/C Specified Amount may be reduced by EnergySolutions in accordance with Section 2.19(b).”.

(e) Section 6.1 of the Credit Agreement is hereby amended by deleting the following parenthetical in its entirety: “(or, so long as Parent shall be subject to periodic reporting obligations under the Exchange Act, by the date five days after the date that the Quarterly Report on Form 10-Q of Parent for such fiscal quarter would be required to be filed under the rules and regulations of the SEC, giving effect to any automatic extension available thereunder for the filing of such form)”.

(f) Section 6.2 of the Credit Agreement is hereby amended by deleting the following parenthetical in its entirety: “(or, so long as Parent shall be subject to periodic reporting obligations under the Exchange Act, by the date five days after the date that the Annual Report on Form 10-K of Parent for such fiscal quarter would be required to be filed under the rules and regulations of the SEC, giving effect to any automatic extension available thereunder for the filing of such form)”.

(g) Section 7.1 of the Credit Agreement is hereby amended by inserting a new paragraph immediately after clause (u) thereof as follows:

“Notwithstanding the foregoing, from and after the date that is 150 days after the Second Amendment Effective Date, Parent and EnergySolutions shall not permit the sum of (a) the aggregate outstanding principal amount of Term Loans under this Credit Agreement plus (b) the outstanding principal amount of the Senior Notes to exceed an amount equal to \$675,000,000.”.

(h) Section 7.7(c) of the Credit Agreement is hereby amended by (i) deleting the word “and” at the end of clause (vi) thereof, (ii) inserting “and” at the end of clause (vii) thereof and (iii) inserting a new clause (viii) immediately after clause (vii) thereof as follows:

“(viii) payments in respect of the Senior Notes to be made by the Parent or EnergySolutions to the extent such payments are made solely from the proceeds of equity

contributions from Rockwell, Holdco, Energy Capital Partners II, LP, and/or any of their respective Affiliates (other than the Parent or EnergySolutions).”.

(i) Section 8.1(j)(iii) of the Credit Agreement is hereby amended by deleting the words “or the Senior Notes” prior to the phrase “without the prior payment in full of the Obligations”.

(j) Section 10.10(b) of the Credit Agreement is hereby amended by (i) deleting the word “and” at the end of clause (x) thereof, (ii) inserting “and” at the end of clause (y) thereof and (iii) inserting a new subclause (z) immediately after clause (y) thereof as follows:

“(z) with the agreement and consent of the Revolving Lenders and Revolving Issuing Banks referred to therein, and without the necessity of obtaining the approval of any other Lenders or Revolving Issuing Banks hereunder, Extension Permitted Amendments may be entered into pursuant to Section 2.22.”.

SECTION 2. CONSENT AND WAIVER

Each of the Administrative Agent and each Lender signatory hereto hereby (a) consents to the Merger, the execution, delivery and performance of the Merger Documents and the transactions contemplated by the Merger Documents without waiver or amendment thereof that is material and adverse to the Lenders unless consented to by the Lead Arrangers (such consent not to be unreasonably withheld, delayed or conditioned), (b) agrees that the Merger shall not constitute a Change of Control under the Credit Agreement (either before or after giving effect to this Amendment) and waives any Default or Event of Default arising, or which may arise under any Loan Document, in connection with or as a result of the consummation of the Merger or any other transaction contemplated by the Merger Documents and (c) consents to the repayment, defeasance or repurchase of the Senior Notes by the Parent or EnergySolutions, provided that such repayment, defeasance or repurchase is made from equity contributions received from Rockwell, Holdco, Energy Capital Partners II, LP, or any Affiliate thereof.

SECTION 3. AUTHORIZATION TO ENTER INTO THIS AMENDMENT

Each of the Parent, EnergySolutions, the Administrative Agent and the Lenders signatory hereto agrees and acknowledges that the amendments set forth in this Amendment constitute amendments that require pursuant to Section 10.1(a) of the Credit Agreement the consent of the Majority Lenders and that, accordingly, the Parent, EnergySolutions, the Administrative Agent and the Lenders signatory hereto are authorized to execute this Amendment and to cause this Amendment to be binding upon the Parent, EnergySolutions, the Administrative Agent and the Lenders.

SECTION 4. EXECUTION DATE

This Amendment shall become binding and effective upon the date on which the following conditions are satisfied (such date, the “Execution Date”):

(a) due execution of this Amendment by each of the Parent, EnergySolutions, the Administrative Agent and Lenders constituting Majority Lenders;

(b) payment by or on behalf of EnergySolutions to the Administrative Agent, for the account of each Lender that returns to the Administrative Agent its executed counterpart of a signature page to this Amendment no later than 5:00 p.m. (New York time) on February 15, 2013, of a fee equal to 0.50% of the sum of such Lender's outstanding Term Loans and Revolving Commitments as of the Execution Date (determined after giving effect to this Amendment); and

(c) the Administrative Agent shall have received from EnergySolutions (or on its behalf) reimbursement of all reasonable and documented fees, charges and disbursements of one legal counsel in connection with the preparation of this Amendment;

provided that the amendments contained in Section 1 hereto shall not become effective until the occurrence of the Effective Date (as defined below).

SECTION 5. CONDITIONS TO EFFECTIVENESS

Notwithstanding the foregoing Section 4, the amendments contained in Section 1 hereto shall become effective (and the Credit Agreement shall be deemed to have been modified as provided therein) only upon the date on which the following conditions are satisfied (such date, the "Effective Date"):

(a) the Merger occurs in accordance with the Merger Agreement without waiver or amendment thereof that is material and adverse to the Lenders unless consented to by the Lead Arrangers (such consent not to be unreasonably withheld, delayed or conditioned); and

(b) payment by or on behalf of EnergySolutions to the Administrative Agent, for the account of each Lender that returns to the Administrative Agent its executed counterpart of a signature page to this Amendment no later than 5:00 p.m. (New York time) on February 15, 2013, of a fee equal to 0.50% of the sum of such Lender's outstanding Term Loans and Revolving Commitments as of the Effective Date (determined after giving effect to this Amendment).

SECTION 6. REPRESENTATIONS AND WARRANTIES

Each of the Parent and EnergySolutions hereby represents and warrants that:

(a) this Amendment has been duly authorized, executed and delivered by it and each of this Amendment and the Credit Agreement constitute its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar laws of general applicability relating to or limiting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law; and

(b) as of the Execution Date, after giving effect to the consents and waivers set forth in Section 2 hereto, there is no Default or Event of Default that is now existing or which would result from the execution of this Amendment.

SECTION 7. EFFECT ON AND RATIFICATION OF LOAN DOCUMENTS

(a) Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders, any Issuing Bank or the Administrative Agent under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle any Loan Party to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document in similar or different circumstances. This Amendment shall apply to and be effective only with respect to the provisions of the Credit Agreement specifically referred to herein.

(b) On and after the Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import, and each reference to the Credit Agreement "thereunder", "thereof", "therein" or words of like import intended to refer to the Credit Agreement in any other Loan Document, shall be deemed a reference to the Credit Agreement as amended hereby.

(c) This Amendment shall constitute a Loan Document for all purposes of the Credit Agreement and the other Loan Documents.

SECTION 8. COUNTERPARTS

This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Amendment by facsimile transmission or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Amendment.

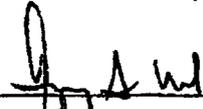
SECTION 9. GOVERNING LAW

THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

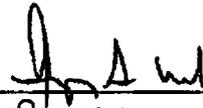
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IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first set forth above.

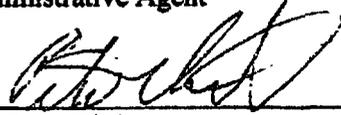
ENERGYSOLUTIONS, INC.

By: 
Name: _____
Title: Greg Wood
Cfo

ENERGYSOLUTIONS, LLC

By: 
Name: _____
Title: Greg Wood
Cfo

**JPMORGAN CHASE BANK, NA.,
as Administrative Agent**

By: 
Name: Peter Christensen
Title: Vice President

Attachment B:

**Letter from Steve Herman,
Managing Director,
Energy Capital Partners II, LLC**

April 5, 2013

Rusty Lundberg
Executive Secretary, Radiation Control Board
Division of Radiation Control
Utah Department of Environmental Quality
195 North 1950 West
Salt Lake City, UT 84116

Subject: Additional Information Relating to Request for Approval of Transfer of Control of Radioactive Materials License Numbers UT 2300478 and UT 2300249 and Utah Ground Water Quality Discharge Permit Number UGW 450005, Project Number L-2013-88

Dear Mr. Lundberg:

By letters dated January 21, 2013, EnergySolutions, LLC ("ES LLC") requested that the Utah Department of Environmental Quality ("DEQ") consent to the indirect transfer of control of Radioactive Materials License Numbers UT 2300478 and UT 2300249 and Utah Ground Water Quality Discharge Permit Number UGW 450005. The indirect transfer of control would result from a proposed transaction whereby EnergySolutions, Inc. ("ES"), the ultimate parent holding company of ES LLC, would be acquired by Rockwell Holdco, Inc. ("Rockwell"), a Delaware corporation, which was formed for the purpose of acquiring ES and is held by certain investment fund entities organized by controlled affiliates of Energy Capital Partners II, LLC ("ECP II"), a Delaware limited liability company. Rockwell would acquire ES by way of merger of Rockwell Acquisition Corp., a wholly-owned corporate subsidiary of Rockwell, with and into ES, with ES being the surviving entity.

My title is Managing Director, ECP II, and I am making the following representations on behalf of ECP II, the various investment fund entities under its control, and Rockwell:

Regarding Question 2, ECP II is the general partner of Energy Capital Partners GP II, LP ("ECP GP II"), a limited partnership which will control Rockwell through several affiliated investment funds in which ECP GP II is the general partner. Each of the affiliated investment funds is organized as a limited partnership, and collectively these affiliated investment funds directly and indirectly own 100% of Rockwell. The limited partners in these investment funds are passive investors who will have no control, individually or collectively, over Rockwell, ES, ES LLC, or any subsidiaries of ES LLC. These passive limited partners will have no right to make decisions regarding the day-to-day management or operation of the ES businesses and no right to control the voting of Rockwell's controlling shares of ES. Rather, control over the investment funds is exercised in each case by ECP GP II, which is ultimately controlled by ECP II. ECP II is owned and controlled entirely by five individual U.S. citizens, and their estate planning vehicles. These five individuals will have the sole ability to indirectly cause the voting of the shares of ES.

Simply put, all of Rockwell's rights as the 100% shareholder of ES will be exercised ultimately by ECP II, and the passive limited partners of the intermediate investment funds will have no ability to vote the shares of ES held by Rockwell. As such, the passive equity investment in Rockwell made by foreign domiciled entities or persons (which are solely limited partners of the investment funds) will not result in any foreign involvement in any licensed activity, and certainly no situation that would be inimical to the common defense and security.

Regarding Question 3, the directors and executive personnel of Rockwell Acquisition Corp. are the same as those for Rockwell, and Rockwell will control the selection of the Board of Directors of ES upon completion of the transaction. Rockwell plans to request that the existing members of the Board of Directors of ES continue to serve as members of the Board for a transition period. ECP II plans that David Lockwood, as Chief Executive Officer of ES LLC, and the current executive personnel of ES LLC will retain operational control of ES LLC, upon completion of the proposed transaction.

Regarding Question 4, I confirm that ECP II, the various relevant limited partnerships under its control, Rockwell, and ES will not take any action that would interfere with ES LLC's ability to abide by all constraints, license conditions, requirements, representations, and commitments identified in and attributed to each of the licenses and permits issued to ES LLC by the DEQ.

Regarding Question 5, as Managing Director of ECP II, I confirm that ES LLC was authorized to submit the applications of January 21, 2013, on behalf of ECP II the various relevant limited partnerships under its control, and Rockwell.

In the event that the DEQ has any questions about the proposed transaction described in this letter and in the Application or wishes to obtain any additional information about the transfer of the Licenses, please contact our Utah counsel, Martin Banks at (801) 578-6975.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 5th day of April 2013.

Respectfully,

A handwritten signature in black ink, appearing to read 'Steve Herman', with a long horizontal line extending to the right.

Steve Herman
Managing Director
Energy Capital Partners II, LLC

Attachment C:

**First Amendment to
Agreement and Plan of Merger
Dated April 5, 2013**

FIRST AMENDMENT TO AGREEMENT AND PLAN OF MERGER

This FIRST AMENDMENT TO AGREEMENT AND PLAN OF MERGER (this "**Amendment**"), dated as of April 5, 2013 is entered into by and among Rockwell Holdco, Inc., a Delaware corporation ("**Parent**"), Rockwell Acquisition Corp., a Delaware corporation and a wholly owned subsidiary of Parent ("**Merger Sub**"), and EnergySolutions, Inc., a Delaware corporation (the "**Company**," and collectively with Parent and Merger Sub, the "**Parties**," and each a "**Party**"). Capitalized terms used herein and not otherwise defined shall have the same meanings as set forth in the Agreement and Plan of Merger, dated as of January 7, 2013, by and among the Parties (the "**Merger Agreement**").

WHEREAS, the Parties have agreed to amend certain provisions of the Merger Agreement as described herein; and

WHEREAS, the Boards of Directors of Parent, Merger Sub and the Company each have unanimously approved this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment to Section 2.6(a). Section 2.6(a) of the Merger Agreement is hereby amended by deleting "Merger Sub" and replacing such terms with "the Company."

2. Amendment to Section 3.1(a). The first sentence of Section 3.1(a) of the Merger Agreement is hereby amended by deleting "\$3.75" and replacing such amount with "\$4.15."

3. Amendment to Section 5.6(b). Section 5.6(b) of the Merger Agreement is hereby amended in its entirety to read as follows:

"(b) The Equity Commitment Letter is in full force and effect as of the date hereof and is the legal, valid and binding obligations of Parent, Guarantor and the other parties thereto in accordance with the terms and conditions thereof, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered. The Equity Commitment Letter has not been amended or modified prior to the date of this Agreement and none of the respective commitments contained in the Equity Commitment Letter has been withdrawn or rescinded in any respect. As of the date hereof, there are no conditions precedent or other contingencies related to the funding or investing, as applicable, of the full amount of the Equity Financing, other than as expressly set forth in the Equity Commitment Letter. As of the date hereof, no event has occurred which, with or without notice, lapse of time or both, would constitute a default or breach on the part of Parent under any term of the Equity Commitment Letter. Assuming the satisfaction of the conditions set forth in Section 7.1 and Section 7.2, neither Parent nor Merger Sub has as of the date hereof any reason to believe that any of the conditions to the Equity Financing will not be satisfied or that the full amount of the Equity Financing will not be available to Parent on the Closing Date. The aggregate proceeds from the Equity Financing and, together with cash or other sources of immediately available funds, will be sufficient, if funded, to fund all of the amounts required to be provided by

Parent for the consummation of the transactions contemplated hereby, and will be sufficient, if funded, for the satisfaction of all of Parent's and Merger Sub's obligations under this Agreement, including: (a) the payment in full in cash of the Merger Consideration, (b) the payment in full in cash of all amounts required to be paid pursuant to Section 3.5 hereof, and (c) all related fees and expenses required to be paid by Parent, Merger Sub and the Surviving Corporation in connection with the Merger and the other transactions contemplated hereby."

4. Representations and Warranties of the Company. The Company represents and warrants that the representations and warranties contained in Sections 4.3 and 4.22 of the Merger Agreement (as qualified by the introductory paragraph of Article IV of the Merger Agreement) are true and correct after giving effect to this Amendment. The Company does not make any other representations or warranties as of the date of this Amendment.

5. Representations and Warranties of Parent and Merger Sub. Parent and Merger Sub represent and warrant that their representations and warranties contained in Sections 5.2, 5.6(a)(i)(B) (in so far as they relate to or encompass the Equity Financing) and 5.6(b) of the Merger Agreement are true and correct after giving effect to this Amendment. Parent and Merger Sub do not make any other representations or warranties as of the date of this Amendment.

6. Additional Representation and Warranty of the Company. Section 4.22 of the Merger Agreement is hereby amended by adding the following at the end thereof:

"The Company Board has received the opinion of the Company Financial Advisor, dated the date of this Amendment, to the effect that, as of the date of this Amendment, and based upon and subject to the limitations, qualifications and assumptions set forth in such opinion, the Merger Consideration to be received by the holders of the shares of Company Common Stock (other than Parent, Merger Sub and their respective Affiliates) pursuant to the Merger is fair, from a financial point of view, to such holders, and the Company shall make available to Parent a correct and complete copy of the form of such opinion solely for informational purposes promptly after receipt thereof by the Company."

7. References. Each reference in the Merger Agreement to "this Agreement," "hereof," "herein" and "hereunder" and words of similar import referring to the Merger Agreement shall mean and be a reference to the Merger Agreement as amended by this Amendment.

8. Full Force and Effect; Amendment. Except as expressly amended hereby, each term, provision, Exhibit and Schedule of the Merger Agreement (i) is hereby ratified and confirmed, (ii) is hereby incorporated herein and (iii) will and does remain in full force and effect. This Amendment may not be amended except by an instrument in writing signed by the Parties.

9. Severability. If any term or other provision of this Amendment is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Amendment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other

provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Amendment so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the fullest extent possible.

10. Governing Law; Jurisdiction; Waiver of Jury Trial.

(a) This Amendment and all actions, proceedings or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Amendment or the actions of Parent, Merger Sub or the Company in the negotiation, administration, performance and enforcement thereof, shall be governed by, and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

(b) Each of Parent, Merger Sub and the Company hereby irrevocably submits to the exclusive jurisdiction of the Delaware Court of Chancery (or, if (but only if) the Delaware Court of Chancery shall be unavailable, any other court of the State of Delaware or any Federal court sitting in the State of Delaware) for the purpose of any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Amendment or the actions of Parent, Merger Sub or the Company in the negotiation, administration, performance and enforcement thereof, and each of the Parties hereby irrevocably agrees that all claims in respect to such action or proceeding may be heard and determined exclusively in any Delaware state or federal court.

(c) Each of the Parties (i) irrevocably consents to the service of the summons and complaint and any other process in any other action or proceeding relating to the transactions contemplated by this Amendment, on behalf of itself or its property, in the manner provided for in Section 9.2 of the Merger Agreement, and nothing herein shall affect the right of any Party to serve legal process in any other manner permitted by Law, (ii) consents to submit itself to the personal jurisdiction of the Delaware Court of Chancery (or, if (but only if) the Delaware Court of Chancery shall be unavailable, any other court of the State of Delaware or any Federal court sitting in the State of Delaware) in the event any dispute arises out of this Amendment or the transactions contemplated by this Amendment, (iii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and (iv) agrees that it will not bring any action relating to this Amendment or the transactions contemplated by this Amendment in any court other than the Delaware Court of Chancery (or, if (but only if) the Delaware Court of Chancery shall be unavailable, any other court of the State of Delaware or any Federal court sitting in the State of Delaware). Each of Parent, Merger Sub and the Company agrees that a final judgment in any action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law; provided, however, that nothing in the foregoing shall restrict any Party's rights to seek any post-judgment relief regarding, or appeal from, such final trial court judgment.

(d) EACH OF PARENT, MERGER SUB AND THE COMPANY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AMENDMENT OR THE ACTIONS OF PARENT, MERGER SUB OR THE COMPANY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT THEREOF.

11. Mutual Drafting. Each Party has participated in the drafting of this Amendment, which each Party acknowledges is the result of negotiations between the Parties.

12. Headings. The headings contained in this Amendment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Amendment.

13. Counterparts. This Amendment may be executed by facsimile or .pdf and in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission or by e-mail of a .pdf attachment shall be effective as delivery of a manually executed counterpart of this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed and delivered as of the date first written above by their respective officers thereunto duly authorized.

ROCKWELL HOLDCO, INC.

By: 
Name: Tyler Reeder
Title: Chief Executive Officer and President

ROCKWELL ACQUISITION CORP.

By: 
Name: Tyler Reeder
Title: Chief Executive Officer and President

ENERGYSOLUTIONS, INC.

By: 
Name: Greg Wood
Title: EVP & CFO