Docusign Envelope ID: AE2E73DA-2F58-8864-8156-13027DFEAC0C

TLLRWDCC #2-0535-00

TEXAS LOW-LEVEL RADIOACTIVE WASTE DISPOSAL COMPACT COMMISSION

Agreement for Importation of Nonparty Low-Level Radioactive Waste For Disposal in the Texas Low-Level Radioactive Waste Disposal Compact Facility

This Agreement for Importation of Nonparty Low-Level Radioactive Waste ("Agreement") is dated the 13th of August 2026, by and between EnergySolutions Services, Inc. ("Broker") and the Texas Low-Level Radioactive Waste Disposal Compact Commission ("Commission") (collectively the "Parties").

RECITALS

WHEREAS Texas is the host state for the Texas Low-Level Radioactive Waste Disposal Compact, an interstate compact approved by Congress in 1998 (Public Law 105-236) and compiled at Section 403.006, Texas Health and Safety Code ("Compact"), which requires the host state to develop a facility for the disposal of low-level radioactive waste generated within the Compact's party states (currently Texas and Vermont); and

WHEREAS in compliance with Texas law, the Texas Commission on Environmental Quality ("TCEQ") has leased land to and issued a license to Waste Control Specialists LLC ("Compact Facility Operator") to construct and operate a Compact Waste Disposal Facility ("Compact Facility") in Andrews County, Texas for the disposal of low-level radioactive waste for the Compact; and

WHEREAS the Texas Legislature has authorized the Compact Facility Operator to accept for disposal at the Compact Facility low-level radioactive waste from waste brokers and generators located outside of the Compact party states subject to approval by the TCEQ of the

Docusign Envelope ID: AE2E73DA-2F58-8864-8156-13027DFEAC0C

waste characteristics and waste forms as set forth in the Compact Facility license and to the extent the acceptance of such imported waste does not diminish the disposal volume or Curie capacity available to Compact party states; and

WHEREAS Section 3.05(6) of the Compact authorizes the Commission to enter into an agreement with any person, state, regional body, or group of states for the importation of low-level radioactive waste into the Compact Facility for management or disposal subject to such conditions and restrictions to be included in the agreement as the Commission deems advisable and provided that the agreement receives a majority vote of the Commission; and

WHEREAS the Commission has processed and considered Broker's Application for Importation in accordance with Commission Rule 675.23 (31 Texas Administrative Code §675.23) and a majority of the members of the Commission approved the Application and voted to enter into this Agreement,

NOW, THEREFORE, Broker and the Commission hereby enter into the following Agreement:

AGREEMENT

ARTICLE I. REPRESENTATIONS AND WARRANTIES

A. Broker represents and warrants that it has disclosed fully in its Application the existence of any unresolved violations pending against the Broker with any other regulatory agency with jurisdiction to regulate radioactive material.

B. Broker represents and warrants that it has disclosed accurately in its Application the existence of any unresolved violation(s), complaint(s), unpaid fee(s), or past due report(s) that it has with the Commission.

Docusign Envelope ID: AE2E73DA-2F58-8864-8156-13027DFEAC0C

C. Broker represents and warrants that it has disclosed in its Application the existence of any unresolved violation(s), unpaid fee(s), or past due report(s) that it has with any other regulatory body with regard to radioactive waste, including, without limitation, the TCEQ.

D. Broker specifically acknowledges and agrees that a misrepresentation with respect to an item listed in A, B, or C above may result in the immediate revocation of this Agreement.

E. Broker represents and warrants that no waste of international origin shall ever be included in the materials to be shipped to the Compact Facility for disposal. Broker agrees that the inclusion of waste of international origin in a shipment may result in immediate suspension or revocation of this Agreement.

F. Broker represents and warrants that it will notify the Commission immediately of any allegation of the violation of any law, rule, or regulation related to the shipment of any form of radioactive waste. Broker represents and warrants that it will report quarterly (on a calendar-year basis) to the Commission any confirmed violation of any law, rule, or regulation in any jurisdiction related to the shipment of any form of radioactive waste. Broker agrees that a failure to report quarterly to the Commission any confirmed violation by the Broker of any law, rule, or regulation related to the shipment of any form of radioactive waste may result in the immediate suspension of this Agreement.

G. Broker represents and warrants its agreement that the Commission may, at any time and upon reasonable notice to Broker, audit or cause to be audited Broker's compliance with this Agreement. Any portion of the audit involving business records shall be conducted during normal business hours. Broker agrees that a refusal to allow the Commission

Docusign Envelope ID: AE2E73DA-2F58-8864-8156-13027DFEAC0C

to audit or cause to be audited Broker's compliance with this Agreement after Broker has been provided reasonable notice may result in immediate suspension of this Agreement.

H. Broker represents and warrants that it has sufficient financial capacity to perform its obligations under this Agreement and to comply with all relevant state and federal laws, rules, and regulations.

ARTICLE II. TERMS AND CONDITIONS OF IMPORT AUTHORIZATION

Pursuant to Section 3.05 (6) of the Compact, the Commission hereby authorizes the Broker to import to the Compact Facility for disposal nonparty low-level radioactive waste, in the form and amounts described in Item J below ("Broker's Nonparty Compact Waste"), subject to the terms and conditions set forth below and in Article I of this Agreement, all of which are agreed to by Broker.

A. This Agreement shall remain in effect according to its terms from September 1, 2026, through August 31, 2027, unless it is amended by agreement of the Parties, or is revoked or suspended by the Commission. Broker agrees to provide to the Commission within 30 days after the end of each Facility operating year, the actual cubic feet and Curies disposed of by Broker during that particular Facility operating year. The Facility operational year ends on August 31.

B. Broker agrees to be bound by Section 8.03 of the Compact and shall be liable for its own acts, omissions, conduct, and relationships in accordance with applicable law.

C. Broker agrees that the Commission may revoke, suspend or amend this Agreement with respect to future shipments, including by adding or deleting requirements, after having

Docusign Envelope ID: AE2E73DA-2F58-8864-8156-13027DFEAC0C

given prior notice to Broker. The Broker will be given a reasonable time to review, respond to, or make any changes necessary to comply with any additional requirements prior to the date the revocation, suspension, or amendments take effect. If the Commission and the Broker are unable to reach an agreement on changes to be made, the Commission may terminate this Agreement. Even if the Commission terminates this Agreement, Broker must nevertheless satisfy any outstanding obligations related to shipments previously made pursuant to this Agreement.

D. Broker agrees that a failure to comply with Items F and G of Article I of this Agreement may result in immediate suspension of this Agreement. Any revocation or suspension of this Agreement shall be effective on the date of the service of notice of such revocation or suspension to Broker by certified mail. The Agreement may be reinstated with or without amendments at the discretion of the Commission after consideration of the Broker's response.

E. The Parties agree that the Commission may, in response to a written application from Broker, cancel, suspend, or amend this Agreement with respect to future shipments, including by adding or deleting requirements. If the Parties are unable to agree on amendments proposed by the Broker, the Commission may terminate this Agreement. Even if the Commission terminates this Agreement, Broker must still satisfy any outstanding obligations related to shipments previously made pursuant to this Agreement.

F. If the Commission acts with respect to Items C, D, or E immediately above, the Commission agrees to notify the Compact Facility Operator and the TCEQ of such acts.

G. This Agreement is not assignable or transferable to any other person.

Docusign Envelope ID: AE2E73DA-2F58-8864-8156-13027DFEAC0C

H. This Agreement relates only to importation of waste for disposal in the Compact Facility, as the term "disposal" is defined in Section 2.01(4) of the Compact and provided for in Section 3.05(6) of the Compact. This Agreement is not to be construed as approval of importation of waste for management, as the term is defined in Section 2.01(11) of the Compact and provided for in Section 3.05(6) of the Compact.

I. Broker agrees to comply with the rules related to commingling adopted by TCEQ in coordination with the Commission pursuant to Section 401.207(k), Texas Health and Safety Code, to the extent such rules apply.

J. Description of Generator's Nonparty Waste approved for importation:

(a) Waste Volume (Cubic Feet): 1500

(b) Waste Radioactivity in Curies: 7500

(c) Place of origination (State or U.S. Territory) of waste:

All states, except for those in the Texas Compact, including Puerto Rico and Washington, DC.

*Authorization to import out-of-compact low-level radioactive waste as described in this Article II.J. from any of the states listed is not effective until:

(i) before any shipment containing out-of-compact waste from a state that is a member of the Southwestern Low-Level Radioactive Waste Compact or the Rocky Mountain Compact, Broker has delivered to the Commission written evidence satisfactory to the Commission of the approval of export of out-of-compact waste from the Southwestern Low-Level Radioactive Waste Compact or the Rocky Mountain Compact;

(ii) before any shipment containing out-of-compact waste from a state that is a member of the Northwest Compact, Broker has delivered to the Commission written evidence satisfactory to the Commission of the agreement to export of out-of-compact waste from the Northwest Compact;

(iii) before shipment, Broker has delivered to the Commission evidence satisfactory to the Commission of the approval of any U.S. Territory or Possession

Docusign Envelope ID: AE2E73DA-2F58-8864-8156-13027DFEAC0C

listed above or written evidence satisfactory to the Commission that such approval is not required by any such Territory or Possession;

(iv) before shipment, Broker has delivered to the Commission written evidence satisfactory to the Commission that has received authorization from each generator for the disposal of the generator's waste in the Texas Low-Level Radioactive Waste Disposal Compact Facility; and

(v) before shipment Broker has received a written communication from the Commission, also known as a "Condition Removal Letter", stating the written evidence of export authorization and generator authorization is in a form satisfactory to the Commission.

(d) Waste description: Dry Active Waste, Dewatered Bead Resin, Filter Media, Mechanical Filters, Metal, Soil

(e) Waste classification (Class A, Class B, or Class C): Class B and C

(f) Waste form: Unstable

(g) Sealed Source: No

K. Broker is limited to a maximum of twelve (12) shipments per year under this Agreement. This shipment limit shall become a formal condition of this Agreement. The Commission is willing to approve more than twelve (12) shipments per contract if the Broker provides a reasonable justification for the additional shipments.

Docusign Envelope ID: AE2E73DA-2F58-8864-8156-13027DFEAC0C

EnergySolutions Services, Inc.

BY: Ahmad Ghandour Digitally signed by Ahmad Ghandour Date: 2026.08.19 12:17:07 -04'00'

Ahmad Ghandour, SVP Waste Management Services

Date

TEXAS LOW-LEVEL RADIOACTIVE WASTE DISPOSAL COMPACT COMMISSION

BY: Signed by: Brandon T. Hurley 0E982A51474E46C...

Brandon T. Hurley, Chairman

8/17/2026

Date