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TLLRWDCC #2-0528-00

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 1st of September 2026, by and between Xcel Energy – Prairie Island ("Generator") 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 codified 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

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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 Generator'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, Generator and the Commission hereby enter into the following Agreement:

AGREEMENT

ARTICLE I. REPRESENTATIONS AND WARRANTIES

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

B. Generator 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.

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C. Generator 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. Generator 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. Generator 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. Generator agrees that the inclusion of waste of international origin in a shipment may result in immediate suspension or revocation of this Agreement.

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

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

H. Generator 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 Generator to import to the Compact Facility for disposal nonparty low-level radioactive waste, in the form and amounts described in Item J below ("Generator'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 Generator.

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. Generator 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 Generator during that particular Facility operating year. The Facility operational year ends on August 31.

B. Generator 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.

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C. Generator agrees that the Commission may revoke, suspend or amend this Agreement with respect to future shipments, including by adding or deleting requirements, after having given prior notice to Generator. The Generator 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 Generator are unable to reach an agreement on changes to be made, the Commission may terminate this Agreement. Even if the Commission terminates this Agreement, Generator must nevertheless satisfy any outstanding obligations related to shipments previously made pursuant to this Agreement.

D. Generator 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 Generator by certified mail. The Agreement may be reinstated with or without amendments at the discretion of the Commission after consideration of the Generator's response.

E. The Parties agree that the Commission may, in response to a written application from Generator, 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 Generator, the Commission may terminate this Agreement. Even if the Commission terminates this Agreement, Generator must still satisfy any outstanding obligations related to shipments previously made pursuant to this Agreement.

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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.

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. Generator 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): 900

(b) Waste Radioactivity in Curies: 500

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

(d) Waste description: Bead resin, cartridge filters, dry active waste.

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

(f) Waste form: Stable and unstable

(g) Sealed Source: No

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XCEL ENERGY – PRAIRIE ISLAND

BY: _____
Brett Lavigne, Radiation Protection Manager

8/21/26
Date

TEXAS LOW-LEVEL RADIOACTIVE WASTE DISPOSAL COMPACT COMMISSION

BY: Signed by: Brandon T. Hurley
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Brandon T. Hurley, Chairman

8/24/2026
Date