



## MEMORANDUM OF UNDERSTANDING:

### TRi Energy Partnership

This Memorandum of Understanding (MOU) dated April 1, 2021 is made between:

**Energy Northwest (“EN”) of Richland, Washington**  
and  
**Grant County Public Utility District (“Grant PUD”) of Ephrata, Washington**  
and  
**X-energy, LLC (“X-energy”) of Rockville, Maryland**

- 1. Partnership Name.** For the purposes described below, EN, Grant PUD, and X-energy (hereinafter referred to as “the Parties”) intend to form and pursue their shared goals through this MOU, which may be referred to as the “TRi Energy Partnership” (“TEP”).
- 2. Purpose.** The purpose of this MOU is to outline how EN, Grant PUD, and X-energy intend to work together to maximize the benefits from our mutual interests, and utilize respective resources, in evaluating, siting, demonstrating, and commercially operating an Xe-100 advanced nuclear energy reactor in Richland, Washington.
  - This MOU is not legally binding and may be terminated as provided below.
  - This MOU can be amended only in writing and subject to signature by all Parties.
  - The Parties understand and agree that this MOU constitutes a statement of their intentions, and does not obligate any Party to execute or consummate any Terms and Conditions, or any other agreement or document, if a Party determines, in its reasonable business judgment, not to do so for any reason. This MOU does not create an exclusive relationship between the Parties.
- 3. Scope.** The scope of this MOU covers the mutual interest of the parties to develop a First-of-a-Kind advanced nuclear energy reactor (“Xe-100” or “the project”) to be sited in Central Washington.
- 4. Expectations, Roles, and Benefits.** Under the terms of this MOU, the parties announce their intent to:
  - Collaborate and provide needed resources to fully evaluate and develop the Xe-100 project;
  - Develop a mutually-beneficial ownership structure;
  - Formalize plan for full subscription prior to project completion and commercial operation;
  - Perform site evaluation, environmental reviews, and all requisite permitting

- activities;
- Develop and submit licensing and permitting applications to the Nuclear Regulatory Commission and any and all relevant local, state, and federal regulatory entities;
  - Evaluate and analyze public and private financing options;
  - Commit to meeting project schedules and cost targets as agreed to by all parties;
  - Collaborate on educational outreach, messaging, and joint communications; and
  - Pursue opportunities to communicate, describe, and promote an understanding of the scientific and technical aspects and benefits of advanced nuclear energy technologies.

The Parties shall bear their own fees and expenses (including, but not limited to, fees and disbursements for attorneys and financial and other advisors) incurred in connection with the execution of this MOU, the consideration of the project and the negotiation, preparation, execution and delivery of subsequent agreements and arrangements to carry forth the intent of the Parties with respect to the project.

5. **Term and Termination.** This MOU becomes effective as of the last date signed below and shall remain in effect for one year from the effective date unless otherwise terminated by the Parties. A Party may terminate this agreement at any time by providing thirty days advance written notice to the Parties.

## SIGNATURES

*Signed for and on behalf of Energy Northwest by:*

**Name:** Bradley J. Sawatzke  
**Title:** Chief Executive Officer  
**Date:** April 1, 2021

**Signature:** \_\_\_\_\_

*Signed for and on behalf of Grant County Public Utility District by:*

**Name:** Kevin Nordt  
**Title:** Chief Executive Officer & General Manager  
**Date:** April 1, 2021

**Signature:** \_\_\_\_\_

*Signed for and on behalf of X-energy, LLC by:*

**Name:** J. Clay Sell  
**Title:** Chief Executive Officer  
**Date:** April 1, 2021

**Signature:** \_\_\_\_\_