POST-INVESTIGATION ADR AGREEMENT TO MEDIATE

This Agreement to Mediate is between Wolf Creek and the Nuclear Regulatory Commission (individually referred to as a "Party" and collectively as the "Parties"). The Parties have agreed to engage in Post-Investigation ADR with the following understandings and expectations.

1. The NRC's Post-Investigation ADR program occurs either: (1) after the NRC Office of Investigations has completed its investigation of a case and the NRC concludes that pursuit of an enforcement action appears warranted or (2) for cases involving escalated non-willful (traditional) enforcement, for which a civil penalty is being proposed.

2. With the assistance of an independent neutral mediator whom the Parties mutually select, the Parties agree in good faith to attempt to resolve their dispute through mediation. The Parties understand that the mediator is not authorized to render any binding decisions.

3. The Parties understand that the mediation process is informal, flexible and entirely voluntary. Each Party may withdraw from the mediation process at any time for any reason.

4. The Parties understand that typically the mediator will conduct a face-to-face session with both Parties in attendance. During the mediation session, the mediator, as he or she deems appropriate, may meet separately with each Party to facilitate communication between the Parties.

5. As soon as practicable after signing this Agreement to Mediate, each Party agrees to cooperate with the other to mutually select a mediator from a list of neutrals provided by the Cornell University's Institute for Conflict Resolution (Cornell) and agree on a time and place to meet for the mediation session.

6. The Parties understand that the NRC's goal is to hold a mediation session within 45 days of the date of the letter giving rise to this mediation and to issue a confirmatory order (if settlement is reached) within 45 days thereafter. To that end, the NRC expects that:

   a. a mediator is selected within 5 days of receiving the list of neutrals from Cornell;
   b. the draft confirmatory order is reviewed and either the accompanying Consent and Waiver Form is executed or otherwise comments provided within 7 days of receiving the draft confirmatory order.

7. If the Parties reach an agreement at the adjournment of the mediation session, the terms and conditions of such agreement are typically documented in a non-binding confidential Agreement in Principle. The terms and conditions of the Agreement in Principle become legally binding when the NRC issues a confirmatory order memorializing those terms and conditions. If issued to a licensee, the confirmatory order serves as an amendment to its NRC license.

8. The Parties understand that mediation is a confidential process subject to the confidentiality provisions of the Administrative Dispute Resolution Act, 5 U.S.C. Sections 571-584 and the Federal ADR Council's guidance document entitled "Confidentiality in Federal ADR Programs." The mediator is prohibited by federal law from discussing the mediation proceedings, testifying on anyone's behalf concerning the mediation, or submitting any report on the substance of the mediation discussions. Each Party understands that there are a few exceptions to mediator confidentiality which the mediator will explain further if any participant requests; these exceptions include instances such as where someone expresses an intent to commit violence or where a federal judge orders disclosure to prevent an injustice.

9. The Parties agree not to discuss the substance of the mediation with anyone except with their advisor(s), others within their respective organization having a need-to-know, legal counsel or as may be required by law. Each Party agrees to ensure that such other person(s) agree to respect the confidentiality of the process. Confidentiality does not extend to information which indicates a potential or existing safety or security issue at any facility.

10. The Parties agree to equally share the fee and expenses of the mediator that the Parties select through Cornell. The Parties are responsible for their own respective expenses.

11. The Parties agree to be bound by the confidentiality provisions of this Agreement to Mediate regardless of the outcome of the mediation process.

12. The Parties understand that the NRC is not responsible for the mediator's conduct.

Signature: Cleveland Reasoner Date: 4/16/19

Name: Cleveland Reasoner

Title: Chief Nuclear Officer