

## SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into among the following entities, through their respective authorized representatives:

- The United States of America, acting through the United States Department of Justice and on behalf of the United States Department of Energy and the United States Environmental Protection Agency (collectively, the United States);
- The Natural Resources Defense Council, Inc., Thomas B. Cochran, Ronald B. Fowler, Charles F. Deuschle, Susan Jenkins, as Administrator of the Estate of Garland E. Jenkins, and John David Tillson (collectively, the Relators); and
- Lockheed Martin Corporation and its predecessor, Martin Marietta Corporation (collectively, Lockheed Martin Corporation); Lockheed Martin Energy Systems, Inc. and its predecessor, Martin Marietta Energy Systems, Inc. (collectively, Energy Systems); and Lockheed Martin Utility Services, Inc. and its predecessor, Martin Marietta Utility Services, Inc. (collectively, Utility Services). (Lockheed Martin Corporation, Energy Systems and Utility Services are hereinafter referred to, collectively, as the Defendants.)

The United States, the Relators, and the Defendants are hereinafter referred to, collectively, as the Parties.

### RECITALS

A. Energy Systems and Utility Services operated the Paducah Gaseous Diffusion Plant (PGDP) at different and various times between April 1, 1984 and May 1, 1999. Beginning on April 1, 1984, Energy Systems operated the PGDP under contract

with the U.S. Department of Energy (the DOE). The PGDP is a uranium enrichment facility in western Kentucky. In October 1992, Congress created the United States Enrichment Corporation (USEC) for purposes of privatizing the United States' uranium enrichment enterprise. Effective July 1, 1993, the DOE leased the PGDP's production facilities to USEC, with the rest of the PGDP still owned and controlled by the DOE. From July 1, 1993 to May 1999, Utility Services operated the PGDP's production facilities under contract with USEC. During that time, Utility Services was responsible for the uranium enrichment operations at the PGDP. After July 1, 1993, Energy Systems continued to work at the PGDP under contract with the DOE until April of 1998, but shifted its focus to environmental restoration, waste management, and PGDP site custodial care. Energy Systems also assumed certain responsibilities for facilities at the PGDP not directly related to the operation of the enrichment facility.

B. The United States represents that, in concert with its current contractors, it continues to remediate contamination at and near the PGDP pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9601-9675.

C. On June 1, 1999, Relators Natural Resources Defense Council, Inc. (NRDC), Thomas B. Cochran, Ronald B. Fowler, Charles F. Deuschle, and Garland E. Jenkins (collectively, NRDC Relators) commenced a civil action in the United States District Court for the Western District of Kentucky, styled *United States of America ex rel. Natural Resources Defense Council, Inc., Thomas B. Cochran, Ronald B. Fowler, Charles F. Deuschle, and Garland E. Jenkins v. Lockheed Martin Corporation, Lockheed Martin Energy Systems, Inc., Martin Marietta Corporation, and Martin Marietta Energy*

*Systems, Inc.*, Civil Action No. 5:99-CV-170-M (hereinafter, the NRDC *Qui Tam* Action), pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b).

D. On February 9, 2000, John David Tillson (Tillson) commenced a civil action in the United States District Court for the Western District of Kentucky, styled *United States ex rel. John David Tillson v. Lockheed Martin Energy Systems, Inc. and Martin Marietta Energy Systems, Inc.*, Civil Action No. 5:00-CV-39-M (hereinafter, the Tillson *Qui Tam* Action), pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b).

E. On May 30, 2003, the United States partially intervened in both the NRDC *Qui Tam* Action and the Tillson *Qui Tam* Action. On August 28, 2003, the United States filed an Amended Complaint in each of the *qui tam* actions. (The Amended Complaint in the NRDC *Qui Tam* Action is attached as Exhibit A. The Amended Complaint in the Tillson *Qui Tam* Action is identical except for the caption.) After the United States' partial intervention, Relators filed a Third Amended Complaint mirroring the claims in the United States' Amended Complaints.

F. The United States' Amended Complaints allege that the Defendants violated the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6901-6992 (Counts 1-5), and the False Claims Act, 31 U.S.C. §§ 3279-3733 (Count 6), and further allege breach of contract (Count 7), payment by mistake (Count 8), and unjust enrichment (Count 9). The conduct alleged in the United States' Amended Complaints is referred to below as the Covered Conduct.

G. On September 29, 2004, the Court consolidated the NRDC *Qui Tam* Action and the Tillson *Qui Tam* Action. The consolidated action is styled *United States*

*of America ex rel. National Resource Defense Council, et al. v. Lockheed Martin Corporation, et al.*, U.S. District Court for the Western District of Kentucky, Civil Action No. 5:99CV00170-M (subsequently re-designated as Civil Action No. 5:99CV00170-GNS) (hereinafter, the Civil Action).

H. On October 15, 2015, Susan Jenkins was appointed Administrator of the Estate of Garland E. Jenkins, deceased. On October 22, 2015, the U.S. District Court for the Western District of Kentucky ordered that Susan Jenkins be substituted in this case for Garland E. Jenkins.

I. The Parties agree that the U.S. District Court for the Western District of Kentucky has subject matter jurisdiction over the claims asserted by the United States pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section 6928 of RCRA, 42 U.S.C. § 6928, and personal jurisdiction over each of the Defendants. Venue in the Civil Action properly lies in the Western District of Kentucky pursuant to 28 U.S.C. §§ 1391(b) and (c), and 1395(a), because the conduct alleged in the Amended Complaint occurred in, and the PGDP is located in, that district.

J. This Agreement is neither an admission of liability by the Defendants nor a concession by the United States or the Relators that their claims are not well-founded. Defendants deny the allegations in the United States' Amended Complaints, as well as all allegations asserted by Relators' Complaints in the Civil Action.

K. The Relators claim entitlement under 31 U.S.C. § 3730(d) to a share of the False Claims Act proceeds of this Agreement and to Relators' reasonable expenses, attorneys' fees and costs.

To avoid the delay, uncertainty, inconvenience and expense of additional litigation of the above-referenced claims, and in consideration of the mutual promises and obligations of this Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. a. The Defendants shall pay to the United States five million dollars (\$5,000,000.00) (the Settlement Amount), no later than 10 business days after the Effective Date of this Agreement (as defined in Paragraph 26 below), by electronic funds transfer, pursuant to written instructions to be provided by the United States to the undersigned counsel for the Defendants. The Settlement Amount is allocated as follows:

- (i) Five hundred thousand dollars (\$500,000.00) shall be paid by Energy Systems as a civil penalty under RCRA.
- (ii) Five hundred thousand dollars (\$500,000.00) shall be paid by Utility Services as a civil penalty under RCRA.
- (iii) Four million dollars (\$4,000,000.00) shall be paid in consideration of the United States' release of claims against the Defendants in Paragraph 6, below, and the Relators' release of claims against the Defendants in paragraph 8, below.

b. At the time of payment, the Defendants shall send evidence of the transfer, together with a transmittal letter referencing the payment, the Civil Action number (No. 5:99CV00170-GNS (W.D. Ky.)), and USAO case number (USAO 90-7-1-07401/1), to the following:

Joan Redleaf Durbin  
Senior Attorney  
Office of Regional Counsel  
U.S. EPA, Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303

Chief, Environmental Enforcement Section  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044

Deborah Gitin  
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U.S. Department of Justice  
Environmental Enforcement Section  
301 Howard St., Suite 1050  
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William F. Campbell  
Assistant U.S. Attorney  
Office of the U.S. Attorney  
for the Western District of Kentucky  
717 West Broadway  
Louisville, KY 40202

c. If any portion of the RCRA civil penalty payable to the United States under Paragraphs 1(a)(i) and 1(a)(ii) is not paid when due, the United States may issue a written demand for payment of stipulated penalties. Defendants shall, within 30 days of receipt of such written demand, pay a stipulated penalty to the United States of five thousand dollars (\$5,000.00) a day for each day the civil penalty was late: that is, each day that elapsed between the due date for the RCRA civil penalty and the date on which the civil penalty was paid in full. Along with the stipulated penalty, Defendants shall also make a payment of interest on the total civil penalty described in Paragraph 1(a)(i) and Paragraph 1(a)(ii), running from the due date of the penalty to the date it was paid in full, at the interest rate specified in 28 U.S.C. § 1961. The United States, in its sole and

unreviewable discretion, may reduce or waive any stipulated penalties otherwise payable under this paragraph. No Defendant shall deduct the RCRA civil penalty paid under Paragraph 1(a)(i) or Paragraph 1(a)(ii) or any stipulated penalties or interest paid under this Paragraph 1(c) in calculating its federal or state income tax.

2. Conditioned upon the United States receiving payment of the portion of the Settlement Amount described in Paragraph 1(a)(iii) from the Defendants, the United States agrees that it shall pay to the Relators, by electronic funds transfer, 23 percent of this \$4 million (\$920,000.00) as soon as feasible after the United States' receipt of the payment from the Defendants.

3. Contemporaneous with and in consideration for the execution of this Agreement, the Defendants, Relators, and counsel for Relators shall execute the agreement attached hereto as Exhibit B, the terms of which are incorporated herein. Exhibit B resolves all claims and issues concerning the Relators' and counsel for Relators' entitlement to reimbursement of attorneys' fees, costs, and expenses.

4. Grant & Eisenhofer P.A. shall be responsible for dividing and distributing the payments among Relators and Relators' counsel, and Defendants and the United States have no responsibility for any disputes that may arise regarding the division or distribution of such payments. The undersigned counsel, James Sabella, Esq. and Grant & Eisenhofer, P.A., specifically represent and warrant that they are fully authorized to divide and distribute the payments on behalf of all Relators and Relators' counsel.

5. Conditioned on the Defendants' full payment of the Settlement Amount in Paragraph 1 above, and subject to the exceptions in Paragraphs 7 and 10 below, this Agreement shall constitute full settlement of the civil claims of the United States alleged

in Counts 1 through 5 of the Amended Complaints against the Defendants through the Effective Date of this Agreement; and shall also constitute full settlement of those same civil claims through the Effective Date of this Agreement against Defendants' current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, divisions, current or former corporate owners, and the corporate successors and assigns of any of them, but only to the extent that the liability of such corporations, subsidiaries, divisions, owners, successors, or assigns stems from their relationship with Defendants, and does not arise out of their own independent conduct.

6. Conditioned on the Defendants' full payment of the Settlement Amount in Paragraph 1 above, and subject to the exceptions in Paragraphs 7 and 10 below, the United States releases the Defendants, together with their current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, divisions, current or former corporate owners, and the corporate successors and assigns of any of them, from any civil or administrative monetary claim the United States has asserted, could have asserted, or may assert in the future for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; and the common law theories of breach of contract, payment by mistake, and unjust enrichment.

7. Notwithstanding Paragraphs 5 and 6 above, or any other term of this Agreement, the following claims of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);



- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability, including the suspension and debarment rights of any federal agency;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based on obligations created by this Agreement;
- f. Any liability of individuals; or
- g. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

8. Conditioned on the Defendants' full payment of the Settlement Amount in Paragraph 1, the Relators, for themselves and for their respective heirs, successors, attorneys, agents, and assigns, release the Defendants, together with their current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, divisions, current or former corporate owners, and the corporate successors and assigns of any of them, from any civil monetary claim the Relators have on behalf of the United States for the Covered Conduct and from any liability to the Relators arising from or related to the Civil Action, including but not limited to any non-intervened claims asserted in the NRDC Qui Tam Action and the Tillson Qui Tam Action under the False Claims Act, 31 U.S.C. §§ 3729-3733.

9. The Relators and their respective heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C.

§ 3730(c)(2)(B). Conditioned upon the Relators' receipt of the payment described in Paragraph 2, the Relators and their respective heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

10. The United States reserves all legal and equitable remedies available to enforce the provisions of this Agreement, except as expressly stated in Paragraph 5. This Agreement shall not be construed to limit the rights of the United States to obtain penalties or injunctive relief under RCRA or implementing regulations, or under other federal, state, or local laws, regulations, or permit conditions, except as expressly stated in Paragraph 5. The United States further reserves all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, the PGDP.

11. The Defendants waive and shall not assert any defenses they may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action. Nothing in this paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the portion of the Settlement Amount identified in Paragraph 1(a)(iii) for purposes of the Internal Revenue law, Title 26 of the United States Code.

12. The Defendants fully and finally release the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that the Defendants have asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' investigation and prosecution thereof.

13. Defendants and their predecessors, successors, assigns, businesses, affiliates, subsidiaries, divisions, parent or sister companies, conservators, employees, agents, counsel, representatives, officers, directors and shareholders release Relators and Relators' Counsel and for their predecessors, heirs, successors, attorneys, former attorneys, agents, partners, former partners, and assigns from any and all claims arising out of or relating to the Covered Conduct and the non-intervened claims asserted in the NRDC Qui Tam Action and the Tillson Qui Tam Action.

14. a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of the Defendants, and their present or former officers, directors, employees, shareholders, and agents in connection with:

- (i) the matters covered by this Agreement;
- (ii) the United States' audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement;
- (iii) the Defendants' investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and

any criminal investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);

- (iv) the negotiation and performance of this Agreement; and
- (v) the payments the Defendants make to the United States pursuant to this Agreement and any payments that the Defendants may make to Relators, including costs and attorneys' fees, are unallowable costs for government contracting purposes (hereinafter referred to as Unallowable Costs).

b. Future Treatment of Unallowable Costs: Unallowable Costs will be separately determined and accounted for by the Defendants, and the Defendants shall not charge such Unallowable Costs directly or indirectly to any contract with the United States.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Within 90 days after the Effective Date of this Agreement, the Defendants shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by the Defendants or any of their subsidiaries or affiliates from the United States. The Defendants agree that the United States, at a minimum, shall be entitled to recoup from the Defendants any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted requests for payment. The United States, including the Department of Justice and/or the affected agencies, reserves its rights to audit, examine, or re-examine the Defendants' books and records and to disagree with any calculations submitted by the Defendants or any of their subsidiaries or affiliates

regarding any Unallowable Costs included in payments previously sought by the Defendants, or the effect of any such Unallowable Costs on the amount of such payments.

15. This Agreement is intended to be for the benefit of the Parties only.

16. Upon receipt of the payment described in Paragraph 1 above and the execution and performance of the separate agreement attached hereto as Exhibit B, the Parties shall promptly sign and file in the Civil Action an Agreed Motion to Dismiss Case as Settled in accordance with Federal Rule of Civil Procedure 41(a), dismissing all claims asserted in the Civil Action in accordance with the terms of this Agreement. The Agreed Motion will also state that Defendants withdraw their motions asserting that Relators are not proper relators in the Civil Action or should be dismissed from the Civil Action.

17. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement, except as provided in the separate agreement attached hereto as Exhibit B concerning Relators' expenses, costs and attorneys' fees.

18. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

19. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the Western District of Kentucky. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and, therefore, shall not be construed against any Party for that reason in any subsequent dispute.

20. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended, except by written consent of the Parties.

21. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

22. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

23. This Agreement is binding on the Defendants' successors, transferees, and assigns.

24. This Agreement is binding on the Relators' respective successors, transferees, heirs, and assigns.

25. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

26. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

[SIGNATURE PAGES FOLLOW]

FOR PLAINTIFF THE UNITED STATES OF AMERICA:

JOHN C. CRUDEN  
Assistant Attorney General  
Environment and Natural Resources Division

Date: 26 Feb. 2016

*Deborah A. Gitin*  
DEBORAH A. GITIN *by AUSA Le Jay Gilbert*  
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FOR PLAINTIFF THE UNITED STATES OF AMERICA:

BENJAMIN C. MIZER  
Principal Deputy Assistant Attorney General  
Civil Division

Date: 26 Feb. 2016

John A. Kolar  
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FOR PLAINTIFF THE UNITED STATES OF AMERICA (cont.):

JOHN E. KUHN, JR.  
United States Attorney for the  
Western District of Kentucky

Date: 26 Feb. 2016

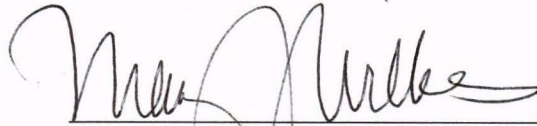
*L. Jay Gilbert*

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FOR PLAINTIFF THE UNITED STATES OF AMERICA (cont.):

Date: Feb. 26, 2016  
(by AUSA AG Gilbert)



MARY J. WILKES  
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61 Forsyth Street, SW  
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Date: Feb. 26, 2016  
(by AUSA AG Gilbert)



JOAN REDLEAF DURBIN  
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FOR PLAINTIFF THE UNITED STATES OF AMERICA (cont.):

Date: 2/24/14



CYNTHIA GILES  
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Office of Enforcement and Compliance  
Assurance  
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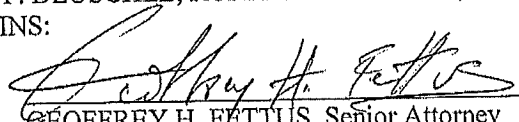
Date: 2/26/16



LYNNE DAVIES  
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Office of Civil Enforcement  
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Telephone: (202) 564-2342

FOR PLAINTIFF-RELATOR NATURAL RESOURCES DEFENSE COUNCIL, INC.,  
DR. THOMAS COCHRAN, CHARLES F. DEUSCHLE, RONALD B. FOWLER, AND  
THE ESTATE OF GARLAND E. JENKINS:

Date: 2/26/2016

  
GEOFFREY H. FETTUS, Senior Attorney  
Natural Resources Defense Council, Inc.  
115 15th Street NW, Suite 300  
Washington, DC 20005

Date: 2/26/2016

  
DR. THOMAS B. COCHRAN

Date: \_\_\_\_\_

CHARLES F. DEUSCHLE

Date: \_\_\_\_\_

RONALD B. FOWLER

Date: \_\_\_\_\_

SUSIE JENKINS, as Administrator for the  
Estate of Garland E. Jenkins

Date: \_\_\_\_\_

JAMES J. SABELLA  
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FOR PLAINTIFF-RELATOR NATURAL RESOURCES DEFENSE COUNCIL, INC.,  
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THE ESTATE OF GARLAND E. JENKINS:

Date: \_\_\_\_\_

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GEOFFREY H. FETTUS, Senior Attorney  
Natural Resources Defense Council, Inc.  
115 15th Street NW, Suite 300  
Washington, DC 20005

Date: \_\_\_\_\_

\_\_\_\_\_  
DR. THOMAS B. COCHRAN

Date: Feb. 26, 2016

Charles F. Deuschle signed with  
CHARLES F. DEUSCHLE permission by Jennifer  
A. Williams

Date: Feb. 26, 2016

Ronald B. Fowler signed with permission by  
RONALD B. FOWLER Jennifer A. Williams

Date: Feb. 26, 2016

Susan Jenkins signed with permission by  
SUSIE JENKINS, as Administrator for the Jennifer A. Williams  
Estate of Garland E. Jenkins

Date: Feb. 26, 2016

James J. Sabella signed with permission  
JAMES J. SABELLA by Jennifer A. Williams  
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FOR PLAINTIFF-RELATOR NATURAL RESOURCES DEFENSE COUNCIL, INC.,  
DR. THOMAS COCHRAN, CHARLES F. DEUSCHLE, RONALD B. FOWLER, AND  
THE ESTATE OF GARLAND E. JENKINS:

Date: \_\_\_\_\_

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GEOFFREY H. FETTUS, Senior Attorney  
Natural Resources Defense Council, Inc.  
115 15th Street NW, Suite 300  
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Date: \_\_\_\_\_

\_\_\_\_\_  
DR. THOMAS B. COCHRAN

Date: \_\_\_\_\_

\_\_\_\_\_  
CHARLES F. DEUSCHLE

Date: \_\_\_\_\_

\_\_\_\_\_  
RONALD B. FOWLER

Date: \_\_\_\_\_

\_\_\_\_\_  
SUSIE JENKINS, as Administrator for the  
Estate of Garland E. Jenkins

Date: \_\_\_\_\_

\_\_\_\_\_  
JAMES J. SABELLA  
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Date: July 26, 2016

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FOR PLAINTIFF-RELATOR NATURAL RESOURCES DEFENSE COUNCIL, INC.,  
DR. THOMAS COCHRAN, CHARLES F. DEUSCHLE, RONALD B. FOWLER, AND  
THE ESTATE OF GARLAND E. JENKINS:

Date: \_\_\_\_\_

\_\_\_\_\_  
GEOFFREY H. FETTUS, Senior Attorney  
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Date: \_\_\_\_\_

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DR. THOMAS B. COCHRAN

Date: \_\_\_\_\_

\_\_\_\_\_  
CHARLES F. DEUSCHLE

Date: \_\_\_\_\_

\_\_\_\_\_  
RONALD B. FOWLER

Date: \_\_\_\_\_

\_\_\_\_\_  
SUSIE JENKINS, as Administrator for the  
Estate of Garland E. Jenkins

Date: \_\_\_\_\_

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Date: 2-26-16

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FOR PLAINTIFF-RELATOR JOHN DAVID TILLSON:

Date: Feb. 26, 2016

John David Tillson signed with  
JOHN DAVID TILLSON permission by Jennifer  
A. Williams

Date: Feb. 26, 2016

James J. Sabella signed with permission  
JAMES J. SABELLA by Jennifer A. Williams  
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Date: \_\_\_\_\_

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Telephone: (502) 736-6200



FOR PLAINTIFF-RELATOR JOHN DAVID TILLSON:


Date: \_\_\_\_\_

\_\_\_\_\_  
JOHN DAVID TILLSON

Date: \_\_\_\_\_

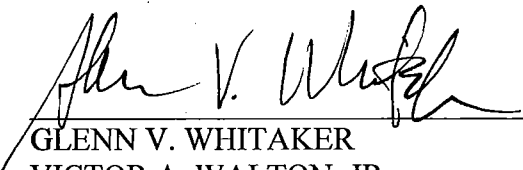
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FOR DEFENDANTS

Date: 2/26/16

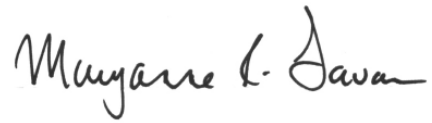
  
\_\_\_\_\_  
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Martin Energy Systems, Inc., Martin  
Marietta Energy Systems, Inc., Lockheed  
Martin Utility Services, Inc. and Martin  
Marietta Utility Services, Inc.*

Authorized signatory for Lockheed Martin Defendants

Date: February 26, 2016

A handwritten signature in black ink that reads "Maryanne R. Lavan". The signature is written in a cursive style with a large initial 'M' and 'L'.

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Name: Maryanne R. Lavan  
Title: Senior Vice President, General  
Counsel and Corporate Secretary  
Lockheed Martin Corporation