

# Limits of Authority Procedure

**Revision 17**

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- Non-Proprietary
- Proprietary
- Restricted Information
- Safeguards Information
- Sensitive Security Information

- New
- Title Change
- Revision
- Rewrite
- Cancellation

# Limits of Authority Procedure

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# Limits of Authority Procedure

## 1 PURPOSE AND SCOPE

### 1.1 Purpose

EnergySolutions, Inc. and its subsidiaries (the “Company”) have established this Limits of Authority Procedure (the “LOA” or “Procedure”) to be used for all Contracts and Financial Transactions. This LOA sets forth the limits of authority and maximum dollar thresholds by job title and level for various types of Contracts and Financial Transactions. Additional approvals may be required from various executives or departments such as: the CEO, CFO, COO, CAO, Treasury, Procurement, IT, HR, EHSQS, and Legal prior to committing Company resources, or if it will exceed your Annual Budget, as stipulated in the Limits of Authority (LOA) Matrix included herein. This Procedure further specifies who at the Company has the authority to execute (actually sign) various Contracts on behalf of the Company.

Contact the Head of Procurement if you need to confirm an employee’s specific LOA level and the corresponding limits of authority for the Company Enterprise Business System purchase requisitions and expense reports.

### 1.2 Scope

The limits of authority and signature authority specified in this LOA Procedure apply to all Contracts and Purchase Agreements to be executed on behalf of the Company and all Financial Transactions entered into by the Company. Exceptions to the requirements of this LOA Procedure may be granted only by the CEO, CFO, COO or General Counsel. Any Contracts, Purchase Agreements or Financial Transactions that vary significantly from the normal course of business require the Treasury Department designee approval and/or senior management and/or Board of Director approval prior to obligating Company funds (see: LOA Matrix for specific requirements). The authorization and implementation of contractual and financial transactions must follow all appropriate Company policies, procedures and the annual budget in effect at the time of execution. No person has the authority to bind the Company contractually except in accordance with this LOA Procedure. If in doubt, seek guidance early from the Contracts, Procurement or Legal Department representative.

## 2 REFERENCES

- 2.1 Employee Travel & Business Expense Procedure (ES-MA-PR-007)**
- 2.2 Receipt of Solicitations (ES-CO-PO-001)**
- 2.3 Contract Negotiations (ES-CO-PO-002)**
- 2.4 Contract Administration (ES-CO-PO-004)**
- 2.5 Contracts Procedure Manual (ES-CO-PR-001)**
- 2.6 Contract/Purchase Order – Summary, Order Entry and Distribution**
- 2.7 Preparation, Review and Approval of Proposals (ES-MK-PR-001)**
- 2.8 Procurement Program Manual (ES-PU-PG-001)**
- 2.9 Purchasing Card Program (ES-PU-PG-003)**
- 2.10 Purchase Requisition Procedure (ES-PU-PR-004)**

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- 2.11      Solicitation and Purchasing Agreement Procedure (ES-PU-PR-005)**
- 2.12      Credit & Collections Policy (ES-MA-PO-006)**
- 2.13      LOA Special Case Matrix Authorized Executive List – Customer Sales US, Canada and Int'l.**

### 3      GENERAL

#### 3.1      Definitions

- 3.1.1    *Company*** – Shall mean EnergySolutions, Inc. and/or any of its affiliates, divisions or subsidiaries.
- 3.1.2    *Annual Budget*** – The Company's annual budget by department, business unit or any other category as approved by the Board of Directors, as revised periodically.
- 3.1.3    *Administrative Change*** – a change to a Contract that has no material effect on the Contract. A change with “no material effect” is a change that does not change the Contract dollar value, period of performance or terms or conditions. An example of an Administrative Change is an update to the contact information included in the notice provision of a Contract.
- 3.1.4    *Business Development Representative*** – Shall mean a company employee responsible for obtaining revenue generating business to be performed by the Company. The term Business Development Representative used herein shall include Business Development Lead, Capture Manager, Proposal Center Manager and Proposal Manager.
- 3.1.5    *Contract or Contracts*** – Shall mean any agreement pursuant to which the Company agrees to perform services or supply goods to another party. For purposes of this Procedure, the term “Contract” shall include, without limitation, proposals, term sheets, letters of intent, memoranda of understanding, revenue generating leases, asset sales or dispositions. The term “Contract” also includes any revisions, amendments or modifications to a Contract.
- 3.1.6    *Contract Administrator*** – A Company employee within the Contracts Organization that has been delegated commitment authority and is responsible for day-to-day contract administration duties of any Contracts where the Company is providing goods or services to the other party, typically a Company customer, including solicitation and proposal review, contract formation, contract administration, and contract close-out activities. The term “Contract Administrator” as used herein includes Contracts Manager, Sr. Contract Administrators and Contract Administrators.
- 3.1.7    *Contract Approval Form*** – An internal form (ES-MA-PR-001-F2) required for actions where executive management level (CEO, CFO, COO, appropriate Group President) approval is required as defined in the LOA Matrix. The form is used to provide summary information about the Contract, notes the maximum potential dollar value of the Contract to which the Limits of Authority apply, and details the list of entities or employees that must review and approve the Contract prior to execution.
- 3.1.8    *Financial Transactions*** – Contracts, agreements and transactions that change the financial position and earnings of the Company.

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**3.1.9 *Procurement Representative*** – A Company employee within the Procurement Organization that has been delegated commitment authority that is responsible for the solicitation, evaluation, negotiation, preparation, award, administration, and closeout of Purchase Agreements. The term “Procurement Representative” as used herein includes, Buyers, Procurement Specialists, Strategic Sourcing Managers, Procurement Managers, Procurement Directors and Head of Procurement.

**3.1.10 *Proposal*** – an offer to provide goods or services to a customer with which a Contract does not currently exist or, if a Contract exists, the scope of such proposal is not within the existing Contract general scope. For purposes of Limits of Authority, a proposal is any communication in writing provided to a customer or potential customer that includes pricing. This includes budgetary estimates, rough order of magnitude prices, requests for information or request for market information or any other similar written document that includes pricing. A proposal when accepted will result in a new Contract between EnergySolutions and the customer or a modification or change order to an already existing Contract.

**3.1.11 *Purchase Agreements*** – A legally binding commercial document issued by a Procurement Representative to a supplier, seller or subcontractor for the purchase of products or services. The term “Purchase Agreement” is used synonymously and interchangeably with the terms “Purchase Order” and “Subcontract.” For purposes of this procedure, Purchase Agreements are categorized as Routine or Non-Routine.

- ***Routine Purchase Agreements*** – Shall mean Purchase Agreements used to procure goods or services for projects or operations.
- ***Non-Routine Purchase Agreements*** - Shall mean real estate purchases, leases and subleases, capital leases, operating leases, equipment leases, outside legal services, payable settlements, agreements for employee benefits and any other type of Purchase Agreement that is not a Routine Purchase Agreement. Note: these types of agreements are frequently written on a non-EnergySolutions form.

**3.1.12 *Special Quote*** – an offer to provide goods or services to a customer under an existing Contract within the general scope of such Contract. A Special Quote will not typically result in a new Contract or a change order to an already existing Contract.

## 3.2 Responsibilities

**3.2.1 *Treasury Department Designee*** – is responsible for pre-approving credit terms and Contracts with certain customers per (ES-MA-PO-006), pre-approving Purchase Agreement (both Routine and Non-Routine) payment terms less than Net 30, advance payments, and performance based payments per ES-PU-PG-001. The Treasury Dept. designee must also be involved in, review and approve any of the types of transactions or actions identified in paragraph (1) of the LOA Matrix, Important Notes & Additional Signature Authority Requirements section. Also, the Treasury Dept. designee shall approve a Cash Forecast (ES-MA-PR-001-F3) for all Non-Standard Deals exceeding \$500,000.

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**3.2.2 Business Development** – in accordance with Procedure ES-MK-PR-001, develops proposal strategies for securing identified work opportunities. Works in conjunction with Company technical representatives and others including ESHQS representatives, Legal and Contracts to ensure that work can be safely and efficiently performed without undue risk to the Company. (Refer to LOA Matrix, paragraph 3, for contracts or transactions requiring specific Legal involvement). Maintains LOA Special Case Matrix Authorized Executive List in coordination with Operations and Executive Management. With assistance of non-BD personnel e. g. Operations and/or Finance, as needed, prepare a Cash Forecast (ES-MA-PR-001-F3) and submit to Treasury Dept. designee for approval for all Non-Standard Deals exceeding \$500,000. Short-Term Cash Flow worksheet shall be used for Deals scheduled to last thirty-six (36) months or less. Long-Term Cash Flow worksheet shall be used for Deals scheduled to last more than thirty-six (36) months. After preparation of a proposal document, resolution of all review comments, incorporation of pricing and contractual conditions and after obtaining required approvals per the LOA Matrix and the appropriate LOA – Special Case Matrix Authorized Executive List, Business Development is delegated authority to sign and issue the proposal. For strategic or other reasons, a proposal may be signed by other than Business Development if Business Development has delegated such signature authority. The Special Case Matrices Authorized Executive List are available on the Intranet under Employee Information, Limits of Authority. These approvals should be documented on an appropriate Business Development/Proposal form (e.g. Bid/No-Bid form, Proforma, or similar) and/or email communications and saved within the respective proposal electronic file. If a proposal includes performance of work by multiple Company groups, LOA approval must be obtained from each Group. Each Company group represented in the proposal shall be given the opportunity to review the final document prior to proposal issuance. After confirmation by the Contract Administrator of the correct Contract under which a Special Quote is to be issued and that the Contract includes appropriate terms for the work being quoted, a Special Quote under an existing Contract may be issued that is for work within the general scope of such existing Contract without Contract Administrator review of the Special Quote. Such confirmation will be documented by either an e-mail or note to file. Also, an independent, stand-alone Proposal for new work issued with or under pre-approved EnergySolutions terms and conditions does not require Contract Administrator review prior to issuance. Refer to LOA Matrix.

**3.2.3 Procurement Representative** – in accordance with the Procurement Program Manual and the definition in Section 3.1 herein is required to review and approve all vendor, supplier or subcontractor proposals, Purchase Agreements, Purchase Agreement changes and/or requests for equitable adjustment. This includes the acquisition of Consultant services and non-competitive teaming agreements in which the Company is the customer.

**3.2.4 Contract Administrator** – in accordance with the Contracts Procedure Manual (ES-CO-PR-001) and the definition in Section 3.1 above, is required to review and approve all Proposals to customers under new terms and conditions, all customer Contracts, changes to customer Contracts, task orders/releases and requests for equitable adjustment under a customer Contract. However, a Special

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Quote issued under an existing Contract or a Proposal utilizing pre-approved terms does not require review and approval by the Contract Administrator prior to issuance. The Contract Administrator may also approve and execute Administrative Changes to a Contract without processing such change for LOA approval. Refer to LOA Matrix for specific review requirements.

When performing the review during the proposal phase, the Contract Administrator will review and comment on terms and conditions such that, if all comments are accepted by the Owner, the Contract when received will be considered Standard under the LOA Matrix. If it is desired to submit a proposal with terms that will cause the Contract to be non-Standard under the LOA Matrix or if comments submitted in a Proposal are not accepted and the Contract when received is non-Standard under the LOA Matrix, then the Contract Administrator and the BD representative will work jointly to justify accepting the Contract on a Non-Standard basis to obtain the necessary approvals identified within the LOA Matrix.

**3.2.5 Legal** – an attorney within the Legal department is required to review and approve any of the types of transactions or actions identified in paragraph (3) of the LOA Matrix, Important Notes & Additional Signature Authority Requirements section.

### 3.3 Document Control and Records

**3.3.1** An archive of prior versions of the LOA Procedure and related documents shall be maintained in accordance with company ES-AD-PR-002.

## 4 REQUIREMENTS AND GUIDANCE

### 4.1 Approvals

**4.1.1** Company Enterprise Business System Expense Report Approvals

Employees approving authorized Company Expense Reports must stay within their respective annual budget and their limits of authority level as denoted in Company Enterprise Business System and the LOA Matrix.

**4.1.2** Company P-Card Purchase Approvals

P-Card purchases are governed by the limitations set forth in the Purchasing Card Program (ES-PU-PG-003).

The CFO must pre-approve any Company expenditures that will exceed the annual budget (by line item) for the relevant department, business unit, etc.

**4.1.3** Purchase Requisition Funding Approvals

Funding approvals for purchase requisitions, expenditures, budgeted capital, unbudgeted capital or any agreement where the other party will be providing goods or services to the Company must comply with the Procurement Program Manual (ES-PU-PG-001) and the Credit & Collections Policy (ES-MA-PO-006) as well as all other applicable policies, procedures and the annual budget in effect at the time of execution.

**4.1.4** Purchase Requisition Funding Level Authority

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Employees authorizing Company purchase requisition funding must stay within their respective annual budget if procuring a good or service and their limits of authority level as denoted in Company Enterprise Business System and the LOA Matrix.

Company policy requires that any single item or one-time purchase for goods or services over \$3,000 must have a purchase order number assigned to the transaction. In addition, recurring purchases for goods and services from the same vendor or those that have multiple transactions that cumulatively add up to more than \$3,000 annually also must have a purchase order number assigned to the transactions.

In unique circumstances, such as recurring orders to a supplier that are to be charged to different project numbers making it impossible to do a blanket purchase order in advance of service a “Contract Purchase Agreement” approval form should be submitted for written authorization in accordance with ES-PU-PG-001.

### 4.1.5 Purchase Agreement Invoice Approvals

Supplier invoices that have a valid EnergySolutions purchase order number assigned to them can be approved for payment by any responsible person with sufficient knowledge to verify the delivery and acceptability of the goods or services being billed on the invoice, e.g., utilities, FedEx, janitorial services, etc. It is not required to have someone with sufficient LOA approve invoices that have a valid EnergySolutions purchase order number.

If the invoice exceeds the funds remaining and available on the purchase order by a total amount of ten percent (10%) of the total PO value and does not exceed \$3,000, then the Requestor can authorize a funding increase via an email to the Buyer and avoid issuing a PR for the funding increase. The Buyer will then manually add the funding to the PO and save the authorization email in the Procurement file.

Generally, invoices for Non-Routine Purchase Agreements that do not have a purchase order number assigned to them are required to be approved by the appropriate person with sufficient LOA to approve the invoice amount.

### 4.1.6 Contract Approvals

Approvals for Contracts with a customer or where the other party is receiving goods or services from the Company must comply with the Contracts Procedure Manual (ES-CO-PR-001) and the Credit & Collections Policy (ES-MA-PO-006) as well as all other applicable policies and procedures.

### 4.1.7 Executive Approvals

There are no specific dollar limitations on the approval authority of the CEO and CFO for actions within the ordinary course of business. Based on materiality and the level of risk associated with certain transactions, the CEO and/or CFO will consult with the Chairman of the Board of Directors or the full Board of Directors, as warranted on a case-by-case basis.

### 4.1.8 LOA Levels

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The LOA levels are based on designated individuals with certain job titles and the scope of their responsibilities in relation to each level of authority. Refer to LOA Matrix and, as appropriate, "LOA - Special Case Matrix Authorized Executive List - Customer Sales US, Canada and Int'l."

### 4.2 Contract and Purchase Agreement Execution and Notifications

No employee, officer, or agent of the Company may execute a Contract or Purchase Agreement with another party unless expressly delegated the authority to do so pursuant to this Procedure.

After determining whether or not a Contract or Purchase Agreement (both Routine and Non-Routine) is standard or non-standard per the LOA Matrix, the LOA level review and required reviewers are then determined by the award value or expected potential value. The maximum potential dollar value for initial contract and purchase agreement approval is determined by summing the actual or estimated value of the base award and actual or estimated value of all optional items that may be exercised. For determining the reviewers for a change order or task order/release, the dollar value of the change order or the task order/release alone is the deciding factor. For purposes of LOA level, the change order/modification/amendment or task order/release is not aggregated with the value of the underlying agreement.

#### 4.2.1 Contracts where the Company is providing a good or service to another party

4.2.1.1 The Contract Administrator is responsible for determining the maximum potential contract value as well as which parties must review and approve the Contract per the LOA Matrix and the appropriate LOA - Special Case Matrix Authorized Executive List prior to Contract execution. The Contract Administrator is also responsible for completing the Contract Approval form when required. Note that the Contract Approval Form is not required for all transactions. The Contract Approval Form is only required when a Contract must be approved at the executive management level (CEO, CFO, COO, appropriate Group President) as stipulated by the LOA Matrix. The form will document the approval by all lower-level reviewers prior to submittal to executive management. The form along with the pertinent documents for review, must be provided to the proposed reviewers with sufficient time to allow a reasonable review of the information about the Contract to facilitate making of an informed decision (e.g., revenues, costs, earnings, significant risks, cash flow timelines, non-standard terms, financial assurance requirements, limits of liability, etc.). If the maximum potential value of the Contract to be executed exceeds \$2,000,000 or contains Non-Standard Terms, as defined in the LOA Matrix, then a representative of the Legal department (as well as any other personnel required by this Procedure or the LOA Matrix) also must review and approve the transaction prior to Contract acceptance.

4.2.1.2 Once the Contract Administrator has completed the review and has obtained all required approvals and, if required, completed the Contract Approval Form (ES-MA-PR-001, F2), he or she is

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delegated the authority to execute the Contract. Alternatively, after the Contract Administrator has received all required approvals, if desired for strategic or other reasons, a company executive, SVP level or higher is also authorized to execute the Contract. However, before execution by an executive, the Contract Administrator will provide confirmation to the executive that all required approvals have been received. After execution by an executive, a copy of the executed Contract will be provided to the Contract Administrator for processing and administration per appropriate procedure.

### 4.2.2 Agreements where the Company receives a good or service from another party

- 4.2.2.1 Only designated Procurement Representatives have the authority to execute Routine Purchase Agreements. Non-Routine Purchase Agreements shall be executed as defined by the LOA Matrix. For Non-Routine Purchase Agreements only, after all required approvals have been received, if desired for strategic or other reasons, a company executive, Treasury Dept. designee, SVP level or higher is also authorized to execute the Non-Routine Purchase Agreement. However, before execution by an executive, the Procurement Representative will provide confirmation to the executive that all required approvals have been received. After execution by an executive, a copy of the executed Non-Routine Purchase Agreement will be provided to the Procurement Representative for processing and administration per appropriate procedure.
- 4.2.2.2 The Procurement Representative is responsible for determining the maximum potential value for the Purchase Agreement as well as what parties must review and approve the Purchase Agreement per (ES-PU-PG-001) and (ES-PU-PR-004).
- 4.2.2.3 Procurement Representatives are authorized to execute and issue Routine Purchase Agreements within the assigned limits of the Purchase Agreement Levels of Commitment Authority Matrix only after receiving a fully approved Purchase Requisition.
- 4.2.2.4 Procurement Representatives are delegated the authority to execute and issue Routine Purchase Agreements or modifications over their Level of Commitment Authority, only when a Purchase Requisition has been approved and the Purchase Agreement has been fully approved via the Company Enterprise Business System.
- 4.2.2.5 A Non-Routine Purchase Agreement shall not be executed until a Purchase Requisition has been approved and the associated Purchase Order document generated to allow for payment to be made in a timely manner.
- 4.2.2.6 Any Purchase Agreement for Services that exceeds \$2.5 million must be reviewed and approved by the appropriate Group President, Legal representative, COO, CFO and CEO prior to execution of the agreement.

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**4.2.3** Agreement for severance payments, employment offers, or employee benefits, or stock awards

The most senior employee required to approve such agreement per the LOA Matrix is delegated the authority to execute the agreement. Note that in some cases the most senior person is the CEO and/or the Board of Directors, in which case the head of Human Resources has the delegated authority to execute the agreement provided he/she has written evidence of the approval from the CEO and/or the Board of Directors as applicable.

**4.2.4** Agreement for tax payments, asset sales or dispositions, items that impact the Company's capital structure, or any business acquisitions, combinations or divestitures

The most senior employee required to approve such agreement per the Limits of Authority Special Case Matrix is delegated the authority to execute the agreement. Note that in some cases the most senior person is the CEO and/or the Board of Directors, in which case the CFO has the delegated authority to execute the agreement provided he/she has written evidence of the approval from the CEO and/or the Board of Directors as applicable.

**4.2.5** Agreement for legal settlements or payable settlements

The most senior employee required to approve such agreement per the Limits of Authority Special Case Matrix is delegated the authority to execute the agreement.

## 4.3 Temporary Delegation of Authority

**4.3.1** Company Enterprise Business System LOA Authority

An employee may temporarily delegate their Company Enterprise Business System LOA authority on a short-term basis, which must be granted in the Company Enterprise Business System. Other than short-term delegations of authority for vacations (not more than a few weeks), no delegation of authority is allowed. Instructions on delegating LOA authority in the Company Enterprise Business System is located on the ES Intranet.

**4.3.2** Signature Authority

An executive or manager can temporarily delegate their signature authority for a specific Contract to a lower-titled employee by providing written (email) notice to each of the prospective designee(s), the Treasury Dept. designee, and the General Counsel. All temporary signature authority delegation notices must describe the effective dates, the specific Contract for which the signature authority is being delegated and the person(s) receiving the delegated authority. The Treasury Dept. designee shall retain copies of all delegation notices for at least one year for auditing purposes.

**4.3.3** Delegation of Review and Approval Authority to External party (non-employee)

If for strategic or business reasons, it is necessary to utilize a non-employee in a position of authority for the Company, a named employee under the "LOA - Special Case Matrix Authorized Executive List – Customer Sales US, Canada and Int'l.", may delegate his or her authority for review and approval of a

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Contract. Such delegation will be effected by completing Form ES-MA-PR-001-F4, Delegation of Authority to External Party. A copy of the completed form will be retained by the Treasury Dept. designee and the Legal department, Contracts Group.

### **4.4 Ratification**

Any transaction, Contract or Purchase Agreement entered into by an individual other than as set forth in this LOA Procedure shall be considered an “Unauthorized Transaction.” An Unauthorized Transaction may be ratified (by written notice) at the discretion of the executive or manager having proper authority if such ratification is in the best interest of the Company. Regardless of whether ratification occurs, the person(s) responsible for the Unauthorized Transaction may be subject to sanctions, including but not limited to suspensions of LOA, the requirement for further training, demotion of role, and/or loss of employment. Sanctions will be determined by management in consultation with the Human Resources Department.

## 5 LIMITS OF AUTHORITY MATRIX

### 5.1 Important Notes & Additional Signature Authority Requirements

**5.1.1** The **Treasury Department Designee** must be notified in advance of and give prior written approval for the following types of contracts or transactions to ensure compliance with covenants and risk management policies:

- a. Mergers, acquisitions or the creation, disposition or liquidation of any entity owned by EnergySolutions, Inc.
- b. Equity contributions, loans, or other investments in subsidiaries, joint ventures, or special purpose subsidiaries
- c. Any debt issuances and repurchases of indebtedness or equity interests
- d. Parent guarantees to subsidiaries, affiliates, joint ventures, or any other third parties; or other types of guarantees
- e. Issuance of letters of credit and surety bonds
- f. Hedging agreements or derivative contracts related to interest rates or foreign currencies
- g. Any purchases, sales, leases or subleases of real estate
- h. Any asset sale, transfer or disposition of Company assets, including equity interests – Asset sales must be for fair market value and > 75% in cash proceeds.
- i. Loans or advances for moving, relocation, travel or home purchase offers to officers and employees before the SVP Human Resources' approval
- j. Capital or operating lease obligations or purchase money indebtedness (loans for equipment, etc.)
- k. Liens on any assets of the Company
- l. Any legal settlements or the filing of any lawsuits that could reasonably result in a material adverse change
- m. Any Contracts or transactions outside of EnergySolutions' normal course of business as currently constituted
- n. Any Contracts, long term agreements or other transactions with: (i) capital expenditure requirements; or (ii) payments or receipts in a currency other than U.S. Dollars
- o. Any waivers of subrogation, insurance waivers or changes in vendor or customer insurance requirements
- p. Any insurance policies or limits beyond the Company's current policies/limits
- q. Any write-off of bad debt, renegotiation, reduction or settlement of A/R or other money owed to the Company
- r. Any payment of late fees or interest charges
- s. Any capital expenditure projects exceeding the current quarter's cash forecast, regardless of any prior approvals for the CapEx
- t. Any unique or Non-Standard Contracts or transactions, including but not limited to, all international (except Canada) and small businesses (8A, SDVOSB, JV, etc.) bids, proposals, contracts or transactions
- u. The opening or closing of any Company bank accounts, escrow accounts, or other similar accounts with a financial institution
- v. Payment terms for revenue from any customer that exceed the following (i) net 30 days for commercial deals and (ii) net 45 days for government deals, with retainage less than or equal to 10% of the contract value

**5.1.2** The **VP IT** must give prior written approval for all computer/telecom/software requests

**5.1.3** The **Legal Department** must give prior written approval for the following types of Contracts, Proposals or transactions:

- a. Mergers, acquisitions or the creation, disposition or liquidation of any entity owned by EnergySolutions, Inc.
- b. Equity contributions, loans, or other investments in subsidiaries, joint ventures, or special purpose subsidiaries
- c. Any debt issuances and repurchases of indebtedness or equity interests
- d. Parent guarantees to subsidiaries, affiliates, joint ventures, or any other third parties; or other types of guarantees
- e. Issuance of letters of credit and surety bonds
- f. Liens on any assets of the Company
- g. Any insurance policies or limits beyond the Company's current policies/limits
- h. Initiation or settlement of legal proceedings
- i. Teaming agreements
- j. Joint venture agreements
- k. Letters of intent
- l. Memoranda of understanding
- m. Any purchases, sales, leases or subleases of real estate

- n. Any asset sale, transfer or disposition of Company assets, including equity interests
- o. Non-disclosure agreements
- p. Research and development agreements
- q. Waivers and/or release of liens or rights
- r. Routine Purchase Agreements with non-standard terms and conditions
- s. Non-Routine Purchase Agreements
- t. Any unique or Non-Standard Contracts or transactions, including Contracts requiring compliance with any unique or unfamiliar laws or regulations
- u. All customer Contracts in excess of \$2,000,000
- v. All Purchase Agreements in excess of \$2,500,000
- w. Any proposal where terms and conditions, if Non-Standard, can form the Contract (see listing under “Standard Terms – Proposals, Bids and Sales Contracts (“Deals”) following Table 5 below

**5.1.4** The CAO must give prior written approval for the following types of employment offers and benefits:

- a. Loans or advances for moving, relocation, travel or home purchase offers to officers and employees after the Treasurer’s approval
- b. Job offers with annual salary above \$150,000, salary adjustments, bonus payments and long-term incentive awards
- c. Transfers or relocations of any officers or employees, or any long-term employee assignments greater than one year in length without the employee relocating to the new work location (pursuant to Company Policy and Tax related issues)

**5.1.5** The Chief Financial Officer (CFO) must review and give prior written approval and sign all agreements for:

- a. Any purchases, sales, leases, or subleases of real estate. Additionally, the Treasury Dept. designee shall review and approve all leases and subleases as indicated in Section 5.1.1.g. above.

**5.1.6** The CEO and CFO Limits of Authority includes all settlements and obligations of the Company in the ordinary course of business

**5.1.7** The Board of Directors must give prior written approval for the following types of contracts or transactions pursuant to Section 4.1.7 of the LOA Procedure ES-MA-PR-001:

- a. Any business acquisitions, combinations or divestitures that would materially impact the Company or its strategy

## 5.2 EBS Purchase Requisition (PR) Funding Approvals

**5.2.1** Table 1 - EBS Purchase Requisition Funding LOA Matrix identifies the levels of funding approval by Job Level for all actions committing ES funds to an obligation including Purchase Requisitions, Cap Ex, and Check Requests, and/or any other forms of payment/commitment.

**5.2.2** Refer to any applicable Special Case Matrix for exceptions to the above.

**5.2.3** Approval will route up through applicable line management to get approval(s) for the dollar amount of the funding commitment or expenditure.

**5.2.4** All expenditures involving a Purchase Requisition require at least two approvals, one of which must be the Business Unit Finance Manager.

**5.2.5** Where a Purchase Requisition has been authorized in accordance with the above matrix, the corresponding Purchase Agreement may be issued with the appropriate EBS Procurement approval(s) per the Purchase Agreement Levels of Commitment Authority Matrix.

**5.2.6** The EBS PR LOA limits do not grant authority to execute Purchase Agreements. Only designated Procurement Representatives have the authority to execute routine purchase agreements. Non-routine purchase agreements shall be executed as defined by the LOA Special Case Matrix.

**5.2.7** Supplier invoices that have a valid EnergySolutions Purchase Order number assigned to them can be approved for payment by any responsible person with sufficient knowledge to verify the delivery and acceptability of the goods or services being billed on the invoice, e.g., Utilities, FedEx, janitorial services, etc.

**Table 1**

<b>Purchase Requisition Funding Levels of Authority</b>	
<b>Job Level</b>	<b>Purchase Requisition LOA</b>
CEO and CFO	Unlimited
COO and CAO	\$1,000,000
Group Presidents	\$500,000
Vice President and above (unless named in a higher LOA level)	\$250,000
Director Level	\$100,000
Manager Level	\$25,000

### 5.3 EBS Expense Report Approvals

**5.3.1** Table 2 - EBS Expense Report LOA Matrix identifies the levels of approval by Job Level for all company expense reports All employees must get their expense reports approved by their immediate Manager, or any relevant Project Manager(s).

**5.3.2** All employees must get their expense reports approved by their immediate Manager, or any relevant Project Manager(s).

**Table 2**

<b>Expense Report Levels of Authority</b>	
<b>Job Level</b>	<b>Expense LOA</b>
CEO and CFO	Unlimited
COO, CAO and General Counsel	\$30,000
Group Presidents	\$20,000
Vice President and above (unless named in a higher LOA level)	\$10,000
Director Level	\$5,000
Manager Level	\$3,000

## 5.4 EBS Purchase Agreement Approvals

**5.4.1** Table 3 - EBS Purchase Agreement Commitment Authority Matrix identifies the levels of commitment/signature authority for procurement staff based on Job Title.

**5.4.2** Procurement Representatives are authorized to execute and issue Purchase Agreements within the assigned limits of the Purchase Agreement Commitment Authority Level Matrix only after receiving a fully approved Purchase Requisition.

**5.4.3** Procurement Representatives are delegated the authority to execute and issue Purchase Agreements or modifications over their Level of Commitment Authority, only when a Purchase Requisition has been approved and the Purchase Agreement has been fully approved via the Company Enterprise Business System.

**5.4.4** Non-routine purchase agreements shall be executed as defined by the LOA Special Case Matrix.

**5.4.5** All Non-routine Purchase Agreements require Legal review and approval, unless the contract is a previously approved Legal form (e.g. NDA, consulting agreements). See Important Notes & Additional Signature Authority Requirements, paragraph 3 above of this Procedure Matrix

**5.4.6** All commitments for goods and services generally must be placed on a Purchase Order per Company Policy

**5.4.7** The actual HR Job Title for the Head of Procurement may vary based on the current corporate organizational structure.

**5.4.8** Purchase Agreements for Services with values >\$2.5M require an Executive Award Review in addition to the EBS CFO approval.

**Table 3**

<b>Purchase Agreement Commitment Authority Levels</b>	
<b>Job Title</b>	<b>Purchase Agreement Commitment LOA</b>
CFO	Unlimited
Head of Procurement	\$2,500,000
WM Procurement Director	\$500,000
Strategic Sourcing Manager	\$500,000
D&D Procurement Manager	\$500,000
Procurement Management Specialist	\$250,000
Procurement Specialist 3	\$200,000
Procurement Specialist 2	\$175,000
Procurement Specialist 1	\$100,000
Buyer	\$50,000

5.5 Table 4 - Special Case Matrix - Non-Routine Purchase Agreement/Financial Commitment Approvals

Type of Payment	Title	Authority Levels	Additional Approvals or Comments
<b>Human Resources, Compensation &amp; Benefits</b>			
Severance Payments	These approvals apply to all Severance agreements other than those which are paid in accordance with a Company approved plan. Legal (Director level) approval is also required for all severance packages <b>not:</b> (i) in the ordinary course of business; or (ii) associated with a formal company restructuring. ALL severance payments require CAO approval.	CAO	< \$75 K
		Above approval plus CFO or CEO	> \$75 K
Employment Offers/Contracts (Manager level and below without equity)	Hiring Department VP & VP HR	All	
(Director level and above)	CAO & CFO or CEO & COO or Group President, if applicable	All	
Changes in Benefits	Benefits Director or VP HR	< \$100 K	
	CAO	< \$250 K	
	above plus CFO	> \$250 K	
Benefit Payments	Benefits Director or VP HR	< \$500 K	
	CAO or Treasurer / Controller	< \$750 K	
	CFO	> \$750 K	
Changes in Cash Compensation (Manager level and below)	Hiring Department VP & VP HR	All	
(Director level and above)	CAO & CFO or CEO & COO or Group President, if applicable	All	
Awards of ES stock, equity positions or similar	CAO & CEO	All	
<b>Corporate Tax Payments - Income, Property, Sales, Use, VAT, etc.</b>			
- Tax returns, assessment and/or computation of estimated liability	Treasurer	< \$500 K	
	CFO (1st) or Treasurer / Controller (2nd, if CFO not available)	> \$500 K	
<b>Interest Payments / Debt Prepayments / Debt &amp; Equity Repurchases / Letters of Credit, Bonds &amp; Parent Co. Guarantees</b>			
- Treasurer must approve all, Letters of Credit, Surety Bonds & PCGs	Treasurer	< \$5 M	Excl. regular interest/debt pmts.
- Both the CFO and Treasurer must approve all Debt and Equity Repurchases	CFO	> \$5 M	
<b>Debt and Equity Issuances</b>			
- Both the CFO and Treasurer must approve all Debt and Equity Issuances	Below plus Treasurer	< \$5 M	Dual Approval on All
	Above plus CFO	> \$5 M	Dual Approval on All
<b>Asset Sales, Transfers or Dispositions; Joint Ventures; Acquisitions</b>			
	Treasurer	< \$500 K	Must Notify Treasurer on All
	Above plus CFO	> \$500 K	After Treasurer Approval
<b>Outside Legal Services</b>			
	Apply LOA Matrix for Purchase Requisitions	All	
<b>Initiating Lawsuits / Legal Settlements / Accounts Receivable &amp; Payable Settlements</b>			
	General Counsel / Treasurer / Controller	< \$500 K	Notify Treasurer if MAC
	CFO	> \$500 K	
<b>Supplier &amp; Third Party Contracts / Agreements</b>			
- Apply LOA Matrix for Purchase Requisitions unless Contract contains:	Treasurer	< \$1 M	
- Parent Guarantees, Performance Guarantees, Letter of Credit or other Surety	CFO	> \$1 M	
<b>Capital Expenditures</b>			
- Internal and external procurement of Fixed Assets	Apply LOA Matrix for Purchase Requisitions	All	Requires Treasurer Approval
<b>Real Estate Purchases, Sales, Leases or Subleases</b>			
- All purchases, sales, leases or subleases of real property	Treasurer	< \$1 M	Requires Executive Council Approval on All
	CFO	> \$1 M	
<b>Facility Lease Payments / Equipment Leases / Contracts or Subleases related thereto</b>			
- All commitment of funds for lease contracts or subleases	Treasurer	< \$1 M	Requires Treasurer Approval
	CFO	> \$1 M	

## 5.6 Review Requirements for Customer Orders prior to acceptance and execution

**5.6.1** The Contract Administrator shall review all Customer contract transactions prior to acceptance and execution. The review will include comparison of the proposal issued with the Contract to confirm that the Contract for execution matches the proposal and any subsequent negotiations between the parties.

**5.6.2** Expedited Approval of Orders – Expedited approval allows for one level of approvers on Orders where the full LOA approval has already occurred and is documented in CMS for the existing contract under which the new Order is intended for award. Under Expedited Approval, only the Contract Administrator, and either the applicable Operational Management, Level 3 or either the Director/Manager Business Development or the AE Business Development, are required to review and validate such Order, under the following conditions:

- (1) There is an existing contract in place which meets the following conditions:
  - a. Customer who issues the Order must be the same entity that executed the existing contract.
  - b. The existing contract must allow for work on an as-ordered or task order basis.
  - c. The existing contract is for scope that is within the normal course of the Waste Management business as currently constituted. This scope includes LLW and MLLW waste treatment, processing and disposal; transportation, rail logistics and trucking; products and packaging; brokering, container and cask rentals; and other services as needed to facilitate the primary work of the Order being approved.
  - d. The value of the Order must be \$1,000,000 or less
  - e. Existing contract contains fixed unit pricing for the work in the Order or contains a line item for the work with pricing to be quoted on a case-by-case basis.
- (2) All parts of the Order considered for expedited approval must fit squarely within the general scope of the existing master contract. No new scope or T&C's.
- (3) **Order** means a customer's written authorization identifying a defined scope of work and funding pursuant to terms of an existing contract. An Order can be a signed Special Quote, purchase order, change order, task order, delivery order, or work release. Orders eligible for Expedited Approval are only Orders where the existing contract agreement meets the requirements above.

## 5.7 Table 5 - Special Case Matrix - Customer Sales US and Canada Only

Type of Customer Sales Transactions	Title	Approval Authority Levels	Signature Authority & Additional Comments
<b>A) Proposals, Bids and Sales Contracts, initial award and all changes - STANDARD TERMS, Conditions, Billing Milestones &amp; Gross Margins by Business Unit Criteria</b>			
<b>Refer to the attached list of Standard Terms</b>  <b>Go thru all Mgmt./operations levels prior to going to highest LOA approver</b>	Legal and/or Contract Administrator	Involvement in all (see note 3)  ≤ \$1 M ≤ \$5 M ≤ \$15 M ≤ \$25 M > \$25 M	<b>Contracts Signs All Contracts Unless Authority is Delegated</b>  <b>See Notes for Exceptions</b>
	Applicable Operational Mgmt. Level 3 and Director/Manager/Account Exec Business Development		
	Applicable Operational Mgmt. Level 2 and VP Business Development		
	Applicable Operational Mgmt. Level 1 and SVP Business Development		
	Group President(s) for Applicable Operational Mgmt.		
	CFO (1st) or Treasurer / Controller (2nd, if CFO not available), COO or CEO		
<b>B) Proposals, Bids and Sales Contracts, initial award and all changes - NON-STANDARD TERMS, Conditions, Billing Milestones &amp; Gross Margins by Business Unit Criteria</b>			
<b>Any terms or conditions that are not Standard Terms</b>  <b>(A Cash Forecast must be submitted to Treasury for all Non-Standard Deals as stipulated in Notes below.)</b>	Legal and/or Contract Administrator	Involvement in all  ≤ \$1 M ≤ \$2 M > \$2 M	<b>Must Notify Treasurer to discuss the Non-Standard Terms. Submit a Cash Forecast to Treasury for Non-Standard Deals (see Notes)</b>
	Applicable Operational Mgmt. Level 1 and SVP Business Development		
	Group President(s) for Applicable Operational Mgmt.		
	CFO, COO or CEO		
<b>C) Expedited Approval - Order must meet all conditions outlined in the attached list of Requirements to qualify for Expedited Approval</b>			
<b>Refer to the attached list of Requirements for Expedited Approval</b> <b>Expedited Approval process only applies to Orders that meet Requirements</b>	Contract Administrator	Approves All	
	Applicable Operational Mgmt. Level 3 and Director/Manager/AE Business Development	Approves All	

### Notes

- (1) Promptly contact the Treasurer or CFO if there is any doubt whether there are **NON-STANDARD TERMS** and conditions in any Customer Sales Proposal, Bid, Contract or Change Order.
- (2) General Counsel and Deputy General Counsel are authorized for \$5M signature authority, which they can delegate as required to lower level personnel in their organization.
- (3) Applicable Management: For any operation that has deliverables associated with the bid, proposal or any written document communicating a price, contract or change order, then the applicable Executives and Operational Management and Business Development personnel must give approval. See LOA - Special Case Matrix Authorized Executive List – Customer Sales US, Canada and Int'l. Available on Intranet.
- (4) Contracts signs all Sales Contracts unless signature authority is delegated. Refer to Section, 4.2.1.
- (5) Business Development shall sign all proposals that could result in a new Sales Contract unless delegated. Refer to Business Development Section 3.2.2.
- (6) Notify Treasurer to discuss the non-Standard deals or transactions. Submit a cash forecast (CF) to Treasurer for approval for all non-Standard deals exceeding \$500,000. Refer to LOA Procedure ES-MA-PR-001, Section 3.2.1 and Form ES-MA-PR-001-F3. Form available on Intranet.
- (7) SVP Business Development to advise and obtain approval of Executive Management in writing prior to submitting any proposal, budgetary estimate, expression of interest or other communication for work to be performed on a fixed lump sum basis and valued at \$1.0 million or more.
- (8) LOA approvals must proceed through and be obtained from all lower levels prior to seeking approval at the highest LOA level required by the value of the Contract.
- (9) Contracts valued at \$250,000 or less received pursuant to a proposal issued with pre-approved terms (either by virtue of being based on Company ES pre-approved forms or such terms were approved through the Proposal issuance process) - after confirming that the proposal was accepted as issued without any changes or exceptions, the Contract Administrator may accept such Contracts without processing for LOA approval.

## 5.8 Table 6- Special Case Matrix - Customer Sales - Non-US (except Canada)

Type of Customer Sales Transactions	Title	Approval Authority Levels	Signature Authority & Additional Comments
<b>A) Proposals, Bids and Sales Contracts, initial award and changes – STANDARD TERMS, Conditions, Billing Milestones and Gross Margins by Business Unit Criteria</b>			
Refer to the attached list of Standard Terms	Legal and/or Contract Administrator	Involvement in all	
Go thru all Mgmt./operations levels prior to going to highest LOA approver	Applicable Operational Mgmt. Level 2 and Director/Manager Business Development	≤ \$1 M	Contracts Signs All Contracts
	Applicable Operational Mgmt. Level 1 and VP Business Development	≤ \$5 M	Unless Authority is Delegated
	Applicable Operational Mgmt. Level 1 and SVP Business Development	≤ \$10 M	
	Group President(s) for Applicable Operational Mgmt.	≤ \$20 M	See Notes for Exceptions
	CFO (1 <sup>st</sup> ) or Treasurer / Controller (2 <sup>nd</sup> , if CFO not available), COO or CEO	> \$20 M	
<b>B) Proposals, Bids and Sales Contracts, initial award and changes - NON-STANDARD TERMS, Conditions, Billing Milestones and Gross Margins by Business Unit Criteria</b>			
Any terms or conditions that are not Standard Terms  (A Cash Forecast must be submitted to Treasury for all Non-Standard Deals as stipulated in Notes below)	Legal and/or Contract Administrator	Involvement in all	
	Applicable Operational Mgmt. Level 1 and SVP Business Development	≤ \$500 K	Must Notify Treasurer to discuss the Non-Standard Terms. Submit a Cash Forecast to Treasury for Non-Standard Deals (see Notes)
	Group President(s) for Applicable Operational Mgmt.	≤ \$1 M	
	CFO, COO or CEO	> \$1 M	

### Notes

- (1) Promptly contact the Treasurer or CFO if there is any doubt whether there are **NON-STANDARD TERMS** and conditions in any Customer Sales Proposal, Bid, Contract or Change Order.
- (2) General Counsel and Deputy General Counsel are authorized for \$5M signature authority, which they can delegate as required to lower level personnel in their organization.
- (3) Applicable Management: For any operation that has deliverables associated with the bid, proposal or any written document communicating a price, contract or change order, then the applicable Executives and Operational Management and Business Development personnel must give approval. See LOA - Special Case Matrix Authorized Executive List – Customer Sales US, Canada and Int'l.). Available on Intraweb.
- (4) Contracts signs all Sales Contracts unless signature authority is delegated. Refer to Section, 4.2.1.
- (5) Business Development shall sign all proposals that could result in a new Sales Contract unless delegated. Refer to Business Development, Section 3.2.2.
- (6) Notify Treasurer to discuss the non-Standard deals or transactions and submit a cash forecast (CF) to Treasurer for all non-Standard deals exceeding \$500,000. Refer to LOA Procedure ES-MA-PR-001, Section 3.2.1 and Form ES-MA-PR-001-F3. Form available on Intraweb.
- (7) SVP Business Development to advise and obtain approval of Executive Management in writing prior to submitting any proposal, budgetary estimate, expression of interest or other communication for work to be performed on a fixed lump sum basis and valued at \$1.0 million or more.
- (8) LOA approvals must proceed through and be obtained from all lower levels prior to seeking approval at the highest LOA level required by the value of the Contract.
- (9) Contracts valued at \$250,000 or less received pursuant to a proposal issued with pre-approved terms (either by virtue of being based on Company ES pre-approved forms or such terms were approved through the Proposal issuance process) - after confirming that the proposal was accepted as issued without any changes or exceptions, the Contract Administrator may accept such Contracts without processing for LOA approval.

## 5.9 Standard Terms – Proposals, Bids and Sales Contracts ("Deals")

**5.9.1** Conditions 1 – 10 below define requirements for a Standard Deal. If any condition below is not met where applicable and after negotiations, the Deal is considered to be Non-Standard and must follow the Non-Standard approval hierarchy per Sections 5.5 and above

- (1) Performance period is 5 years or less
- (2) Terms and conditions include:
  - a. Limit of liability
  - b. Waiver of consequential damages
  - c. Mutual indemnity (unless it is a government customer from whom an indemnity cannot be provided)
  - d. Insurance – within the Company's current policies/limits
  - e. Warranty - 12 months or less
  - f. No liquidated damages
  - g. No retainage greater than 10% of the contract value
  - h. No requirement for cost or pricing data
  - i. No requirement for audit of cost. A requirement for QA audits and invoice/billing-only audits is acceptable
- (3) Payment terms for revenue from the customer that exceed Net 45 days for Government Deals and that exceed Net 30 for Commercial Deals require Treasurer approval
- (4) No bonds, either performance or payment, letter of credit, or parent company guarantees are required
- (5) Contract or Task Order type is fixed unit price, time and material/labor hour or cost/plus.

Note: Firm fixed lump sum price Contracts for services performed at a Customer's site, even if part of the Contract scope includes a component not on the customer's site, (e. g., disposal), are considered to be "Non-Standard". In addition, prior to issuing any proposal, budgetary estimate, expression of interest or communication or basis of a deal that could result in a commitment of company resources to perform a firm fixed lump sum contract valued at \$1M or more, written approval of Executive Management is required. A firm fixed price contract definition: EnergySolutions provides pricing to a customer that is not subject to any adjustment on the basis of EnergySolutions' cost experience in performing the contract scope of work.

Proposed standard recovery of indirect costs through SG&A at no less than the following nominal gross profit margins (unless previously approved via a pro forma):

- 15% for commercial and government projects
- 15% for radioactive and hazardous logistics
- 10% for non-hazardous and industrial logistics and MHF packaging
- 25% for products, services and processing
- 40% for disposal (in aggregate based on the current customer-specific pricing in approved contracts)

- (6) Capital expenditures have received all prior approvals in accordance with Company Enterprise Business System LOA
- (7) Maximum negative cash flow does not exceed the lesser of 5% of the contract value or a total of \$250,000 for more than 60 days unless a Cash Forecast (CF) was completed and approved by the Treasurer.
- (8) A new legal entity is not required

(9) The Deal is for similar equipment and/or services that EnergySolutions has historically provided to its customers

Note: If the condition or conditions that would result in a Non-Standard deal are approved prior to submitting a proposal and the resultant contract or task order does not change the approved non-standard conditions for the worse, then the deal is processed as "Standard" for LOA review purposes.

### **5.9.2 Standard Terms – Change Orders**

- (1) All Change Orders shall be considered "Standard" unless they contain any provisions that impact items 1-10 above as approved prior to award of the Contract or Task Order
- (2) The change order to a project with an Estimate at Completion and/or EBITDA that was approved by Executive Management will not result in a shortfall against the approved forecast

NOTE: If a Change Order is received under a Contract that was previously approved with Non-Standard terms (unless the Change Order impacts any of the items 1-10 applicable to Deals above that were not previously considered and approved at the time of the original contract approval), the Change Order requires processing with only "Standard" approvals.

### **5.10 Important Notes Regarding Non-Standard Deals**

- (1) All international (other than Canada) Deals are Non-Standard.
- (2) All Deals involving Small Businesses (including but not limited to 8A, SDVOSB, etc.) are Non-Standard and must be underwritten and pre-approved by the Treasurer.
- (3) Any Deals (excluding those above) NOT denominated in US Dollars, or the local currency of the Foreign Subsidiary (CAD - ES Canada).

For clarification: EnergySolutions LLC Deals in any currency other than USD are Non-Standard; and EnergySolutions Canada Corp. Deals in any currency other than CAD and USD are Non-Standard.

## **Limits of Authority Procedure**

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### **6 ATTACHMENTS AND FORMS**

- 6.1** Contract Approval Form (ES-MA-PR-001-F2)
- 6.2** Cash Forecast Form (ES-MA-PR-001-F3)
- 6.3** Delegation of Authority to External Party (ES-MA-PR-001-F4)

## Limits of Authority Procedure

### Attachment 6.1 – ES-MA-PR-001-F2, Contract Approval Form (Page 1 of 3)



#### Contract Approval Form

**Instructions:** The Contract Approval Form ("CAF") is to be completed by the Contracts Administrator with input from the Business Development Lead prior to submitting the contract for internal approval per the LOA. The CAF analysis assesses risks inherent in the execution of the contract and identifies potential risks and associated mitigation strategies. After completion, the CAF is provided to the requisite evaluators for approval consideration, with all approvals duly noted and saved to the electronic contract file.

1. Contract Overview	
EnergySolutions Legal Entity:	
Customer:	
Contract / PO/ Task order/ Release number:	
Scope of Work:	
Project Location:	
Maximum Potential Contract Value:	
Price Support: List Quote number, or Prime Contract reference, or applicable modification where the prices are found:	
Contract Period of Performance:	
Payment Terms:	
Contract Type:	

2. Contract Terms Risk Analysis	
Non-Standard Terms per the LOA (check all boxes that apply)	
Non-standard terms require additional approvals	
<input type="checkbox"/>	International Deal
<input type="checkbox"/>	Deal involves a Small Business (8A, SDVOB, Other)
<input type="checkbox"/>	Deal is denominated in other than local currency (e.g. US Deals not in USD, Canada deals not in CAD)
<input type="checkbox"/>	Payment Terms > Net 30 for commercial deals, or > Net 45 for government deals (no retainage)
<input type="checkbox"/>	Performance Bonds, Letters of Credit or Parent Company Guarantees is required
<input type="checkbox"/>	Any unusual T&Cs for Warranties (longer than one year, remedies other than refund/replace/rework). If checked, describe the unusual terms and any mitigation:
<input type="checkbox"/>	Any unusual T&Cs for Insurance (such as: amounts not in line with insurance risk chart, additional insured or waiver of subrogation, carrier provide 30 day advance notice of changes or cancellation). If checked, describe the unusual terms and any mitigation:
<input type="checkbox"/>	Any cap on damages such as the amount paid under the contract or insurance limits, or expressly contains no cap on damages. If checked, describe the unusual terms and any mitigation:
<input type="checkbox"/>	Any unusual T&Cs for Damages (such as ES pays: liquidated damages for delays; harm not caused by ES; consequential, indirect, special or other than direct damages. OR contains a disclaimer of Customer's responsibility to pay consequential or other damages to ES related to non-conforming waste). If checked, describe the unusual terms and any mitigation:

**Limits of Authority Procedure****Attachment 6.1 – ES-MA-PR-001-F2, Contract Approval Form (Page 2 of 3)****Contract Approval Form**

2. Contract Terms Risk Analysis	
	Any unusual T&Cs for indemnification (such as ES indemnifies the customer but not the inverse, no carve out for claims involving joint fault or involving only the customer's fault). If checked, describe the unusual terms and any mitigation:
	Any other unusual T&Cs:
	Gross profit margin is below BU standard: 15% -- Commercial and Gov't Projects 15% -- Logistics and MHF Packaging 25% -- Products, Services and Processing 40% -- Disposal
	Performance period is greater than 5 years
	CAPEX spending is required and not already approved in accordance with Oracle LOA
	Maximum negative cash flow exceeding 20% of contract value for more than 90 days
	Deal requires the creation of a new legal entity
	Deal is for equipment and/or services <u>not</u> historically provided by EnergySolutions
	<b>Other factors to evaluate</b>
	Does the overall deal make sense (economically, operationally, etc.)?
	Are there previous restrictions on any contract extensions or LOA waivers?
	Which services are involved (i.e. Clive, BCO, Logistics, etc.)? Evaluate LOA path for each service
	US Government contracts involving service contract act, the wage determinations need to be in line with actual wages paid by ES
	US Government contracts need to be exempt from cost accounting requirements
	<b>Other factors to verify for Purchase Orders</b>
	Is the total amount correct for the quantity stated?
	Order's Period of Performance does not extend beyond the validity of pricing, or the contract end?
	Terms and conditions match the underlying agreement?
	<b>Other factors to consider for Change Orders or Contract Modifications</b>
	Ensure the proposed wording does not eliminate a condition in an earlier amendment which actually needs to carry forward in the current amendment
	Can any existing non-standard terms be renegotiated?
	Do any terms need to be updated to reflect changed operating procedures?

## Limits of Authority Procedure

### Attachment 6.1 – ES-MA-PR-001-F2, Contract Approval Form (Page 3 of 3)



#### Contract Approval Form

##### Approvals:

Capture Manager (BD Representative):

Name	Signature	Date
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VP or SVP Business Development (per the LOA):

Name	Signature	Date
------	-----------	------

Contract Administrator (per the LOA):

Name	Signature	Date
------	-----------	------

Applicable Operational Management Level (per the LOA):

Name	Signature	Date
------	-----------	------

Treasurer (*if required* per the LOA):

Name	Signature	Date
------	-----------	------

Senior Executive Leader (*if required* per the LOA):

Name	Signature	Date
------	-----------	------

**Limits of Authority Procedure****Attachment 6.2 – ES-MA-PR-001-F3, Cash Forecast Form (Page 1 of 4)**

 <b>Customer Sales Contract - Project Analysis</b> ES-MA-PR-001-F3, Rev. 0		
<b>Instructions:</b> Step 1: Complete Form Below  Enter text in green user data fields  Complete drop-down menu's Step 2: Select "Go to Short Term Cash Flow" Button Below		
<b>Scope Description</b>		
<b>Project Description &amp; General Information</b>		
Project Name:		
Date of Request:		
Customer:		
New Customer	Select from List Below: <input type="button" value="▼"/>	
Estimated Project Life (in years)	Select from List Below: <input type="button" value="▼"/>	
Customer Type:	Select from List Below: <input type="button" value="▼"/>	
Group:	Select from List Below: <input type="button" value="▼"/>	
Division:	Action Pending on Above <input type="button" value="▼"/>	
Type of Contract	Select from List Below: <input type="button" value="▼"/>	
Currency of Contract	Select from List Below: <input type="button" value="▼"/>	
Customer Payment Terms	Action Pending on Above <input type="button" value="▼"/>	
Retainage Terms:	Select from List Below: <input type="button" value="▼"/>	
Are the following Required:		
- Performance Bond	Select from List Below: <input type="button" value="▼"/>	
- Letters of Credit	Select from List Below: <input type="button" value="▼"/>	
- Parent Company Guarantees	Select from List Below: <input type="button" value="▼"/>	
Special Conditions for Insurance, Warranty, etc.	Select from List Below: <input type="button" value="▼"/>	
Capital Expenditures Required	Select from List Below: <input type="button" value="▼"/>	
New Legal Entity Required	Select from List Below: <input type="button" value="▼"/>	
<input style="width: 100%;" type="button" value="Go to Short Term Cash Flow"/>		

# Limits of Authority Procedure

## Attachment 6.2 – ES-MA-PR-001-F3, Cash Forecast Form (Page 2 of 4)

### Short Term Cash Flow Analysis

Instructions:		Short Term Cash Flow Analysis																								
		Step 3: Complete Form Below. Select your Costs and Benefits in green cells data fields																								
		Step 4: Select "Go to Long-Term Cash Flow" button below																								
		Note: Descriptions in this field are examples only. Modify as necessary to reflect the actual Costs and Benefits.																								
<b>Project Cash Benefits</b>		Month 0	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 19	Month 20	Month 21	Month 22	Month 23	Month 24
Milestone Payments to be Involved		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Costs and Benefits		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Increase in Project Benefits		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reduction in Maintenance Costs		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reduction in Overtime/Doubletime Costs		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Employee Benefits		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Employee Benefits Driver #1		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Employee Benefits Driver #2		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total Monthly Investment Benefits</b>		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Project Cash Costs</b>		Month 0	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 19	Month 20	Month 21	Month 22	Month 23	Month 24
Milestone Costs (some incurred before project begins)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Maintenance Costs		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Overtime Costs		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Long-Term Costs (as related to labor only)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Overtime Costs (coupled to labor only)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Costs, if any		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Costs		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total Monthly Project Cash Costs</b>		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Summary of Costs and Benefits</b>		Month 0	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 19	Month 20	Month 21	Month 22	Month 23	Month 24
Monthly Costs and Benefits Total		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cumulative Costs and Benefits Total		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Go to Long-Term Cash Flow</b>		Go to Project Summary																								

## Limits of Authority Procedure

### Attachment 6.2 – ES-MA-PR-001-F3, Cash Forecast Form (Page 3 of 4)

#### Long-Term Cash Flow Analysis

Instructions:																
Step 5 - Complete Form Below. Enter your Costs and Benefits in green user data fields.																
Step 6 - Select "Go to Project Summary" Button Below																
<b>Project Cash Benefits</b>																
	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Milestone Payments to be Invoiced	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Customer Payments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Improved Cycle Time Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Reduced Travel Maintenance Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Reduction in Operating Overhead/Labor Hours	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Eliminate rental costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Additional Benefit Driver, if any	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Additional Benefit Driver, if any	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Annual Investment Benefits</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Project Cash Costs</b>																
	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Initial Project Cost (cost incurred before project begins)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Maintenance Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Labor Direct Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fringe Costs (applied to labor only)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Overhead Costs (applied to labor only)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Costs, if any	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Costs, if any	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Annual Project Cash Costs</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Summary of Costs and Benefits</b>																
	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Annual Costs and Benefits Flow	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cumulative Costs and Benefits Flow	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Discounted Costs and Benefits</b>																
	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Discounted Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Discounted Costs	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Discounted Costs and Benefits	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Cumulative Discounted Costs and Benefits	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>ROI Summary</b>																
Cost of Capital	13%															
Net Present Value	\$0															
Internal Rate of Return	#NUM!															
Return on Investment	#DIV/0!															
Payback (in years)	After Year 3															
<b>Go to Project Summary</b>																

**Limits of Authority Procedure****Attachment 6.2 – ES-MA-PR-001-F3, Cash Forecast Form (Page 4 of 4)**

 <b>Customer Sales Contract - Project Analysis</b>		
<b>Scope Description</b>		
0		
<b>Project Description &amp; General Information</b>		
Project Name:	0	
Date of Request:	1/0/1900	
Customer:	0	
New Customer	Select from List Below:	
Estimated Project Life (in years)	Select from List Below:	
Customer Type:	Select from List Below:	
Group:	Select from List Below:	
Division:	FALSE	
Type of Contract	Select from List Below:	0
Currency of Contract	Select from List Below:	0
Customer Payment Terms	FALSE	0
Retainage Terms:	Select from List Below:	0%
Are the following Required:		
- Performance Bond	Select from List Below:	
- Letters of Credit	Select from List Below:	
- Parent Company Guarantees	Select from List Below:	
Special Conditions for Insurance, Warranty, etc.	Select from List Below:	
Capital Expenditures Required	Select from List Below:	
New Legal Entity Required	Select from List Below:	
<b>ROI Summary</b>		
Cost of Capital	13%	
Net Present Value	\$0	
Internal Rate of Return	#NUM!	
Average Return on Investment over Project Life	#DIV/0!	
Payback (in years)	After Year 3	
<b>Approval and Limits of Authority</b>		
Financial Terms	#DIV/0!	
Required Approvals - Treasurer	#DIV/0!	
Required Approvals	#DIV/0!	
<b>Note:</b> Please refer to Limits of Authority Procedure and Matrix for specific details of approval, guidelines, etc.		

**Limits of Authority Procedure****Attachment 6.3 – ES-MA-PR-001-F3, Cash Forecast Form****Delegation of Authority to External Party**1. Name of Energy*Solutions* Employee Delegating Authority: \_\_\_\_\_

2. Name of External Party Receiving Delegated Authority: \_\_\_\_\_

3. Purpose of Delegating Authority to External Party:

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4. Duration of Delegated Authority: \_\_\_\_\_

5. Financial Limit of Delegated Authority: \$ \_\_\_\_\_

**Acknowledgment and Agreement of External Third Party:**

I agree that I will exercise the Delegated Authority solely for the authorized purpose, within the limits set forth above and that I will comply with the Energy*Solutions* Limits of Authority Procedure (ES-MA-PR-001)

Signature of External Party Receiving Delegated Authority: \_\_\_\_\_

Signature of Energy*Solutions* Employee Delegating Authority: \_\_\_\_\_Signature of Energy*Solutions* Senior Vice President: \_\_\_\_\_Signature of Energy*Solutions* Division President: \_\_\_\_\_

Copy:

Treasurer  
Legal Department, Contracts Group