SETTLEMENT AGREEMENT

I. PARTIES

This Settlement Agreement (Agreement) is entered into between the United States of America, acting through the United States Department of Justice and on behalf of the Tennessee Valley Authority ("TVA") (collectively the "United States"), and Stone & Webster Construction, Inc. ("Stone & Webster") (all of the aforesaid parties collectively hereafter referred to as "the Parties"), through their authorized representatives.

II. PREAMBLE

As a preamble to this Agreement, the Parties agree to the following:

A. Stone & Webster is a Louisiana corporation authorized to do business in Tennessee. Stone & Webster is a supplier of nuclear power engineering and maintenance and modification services for nuclear power facilities and provides modification and maintenance services for TVA’s nuclear power plants in the Eastern District of Tennessee and in northern Alabama: Sequoyah Nuclear (SQN) in Soddy-Daisy, Tennessee; Watts Bar Nuclear (WBN) in Spring City, Tennessee; and Browns Ferry Nuclear (BFN) in Athens, Alabama.

B. The United States contends that it has certain civil claims, as specified in Paragraph 2, below, against Stone & Webster for engaging in the following conduct during the period from October 1, 2002, through December 31, 2006: (hereinafter the “Covered Conduct”): presented, or caused to be presented, false or fraudulent claims for reimbursement to the United States through the TVA in violation of the False Claims Act for certain performance fees Stone & Webster claimed for meeting safety goals at the Operating Units (BFN, SQN, and WBN) and at the BFN Restart Project by making, using, or causing to be made or used, false
records or statements, misclassifying and mis-stating the number and severity of employee injuries and statements of performance fees earned, to get false or fraudulent claims paid or approved by the United States through the TVA.

C. This Agreement is neither an admission of any liability by Stone & Webster, nor a concession by the United States that all of its claims are not well founded. This Agreement is a compromise and settlement of disputed claims.

D. To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, the Parties reach a full and final settlement pursuant to the Terms and Conditions below.

III. TERMS AND CONDITIONS

1. Stone & Webster agrees to pay to the United States the sum of $6,200,000.00 (the "Settlement Amount"). Stone & Webster agrees to pay the Settlement Amount to the United States by electronic funds transfer pursuant to written instructions to be provided by the United States Department of Justice. Stone & Webster agrees to make this electronic funds transfer no later than twenty business days after the Effective Date of this Agreement.

2. Subject to the exceptions in Paragraph 4 (concerning excluded claims), below, in consideration of the obligations of Stone & Webster in this Agreement, conditioned upon the full payment of the Settlement Amount, the United States (on behalf of itself, its officers, agents, agencies, and departments) agrees to release fully and finally Stone & Webster, its parent corporations, subsidiaries, divisions, and affiliates, from any civil, or administrative monetary claims, (including attorney’s fees, costs and expenses of every kind and however
denominated, except those unallowable costs described in paragraph 7 below) which the United States has or may have 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; or the common law theories of payment by mistake, unjust enrichment, misrepresentation, breach of contract, and fraud.

3. In consideration of the obligations of Stone & Webster in this Agreement and the Corporate Integrity and Monitoring Agreement (CIMA), attached to and incorporated by reference in this Agreement as Exhibit 1, conditioned upon the payment by Stone & Webster of the Settlement Amount in accordance with the terms of this Agreement, the TVA agrees to fully and finally release and refrain from instituting, directing, or maintaining any administrative action against Stone & Webster, its current and former parent corporations, or each of its subsidiaries and divisions, for the Covered Conduct, except as reserved in Paragraph III.4 below, and as reserved in this Paragraph. Nothing in this Paragraph precludes the United States, including the TVA, from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph III.4 below.

4. Notwithstanding any term of this Agreement, specifically reserved and excluded from the scope and terms of this Agreement as to any entity or person (including Stone & Webster) are the following claims of the United States:

a. Any civil, criminal, or administrative 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;

d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;

e. Any liability based upon such obligations as are created by this Agreement;

f. Any liability of individuals;

g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services for work performed by Stone & Webster and its contractors;

h. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct;

i. Any liability for failure to deliver goods or services due.

5. Stone & Webster waives and shall not assert any defenses Stone & Webster 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 Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.
6. **Stone & Webster**, its parent corporations, subsidiaries, divisions, and affiliates, fully and finally release the United States, its agencies, employees, servants, and agents from any claims (including attorney’s fees, costs, and expenses of every kind and however denominated) that **Stone & Webster**, its parent corporations, subsidiaries, divisions, and affiliates, have asserted, could have asserted, or may assert in the future against the United States, and its agencies, employees, servants, and agents, related to the Covered Conduct and the United States’ investigation and prosecution thereof.

7. **Stone & Webster** agrees to the following:

   a. **Unallowable Costs Defined**: that all costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of **Stone & Webster**, and its present or former officers, directors, employees, shareholders, and agents in connection with the following shall be “Unallowable Costs” on government contracts:

   (1) the matters covered by this Agreement;

   (2) the United States’ audit(s) and civil and criminal investigation(s) of the matters covered by this Agreement;

   (3) **Stone & Webster**’s investigation, defense, and corrective actions undertaken in response to the United States’ audit(s) and civil and criminal investigation(s) in connection with the matters covered by this Agreement (including attorney’s fees);

   (4) the negotiation and performance of this Agreement;

   (5) the payment **Stone & Webster** makes to the United States pursuant to this Agreement, including costs and attorneys fees, are “Unallowable Costs;
(6) the negotiation of, and obligations undertaken pursuant to the CIMA to, including the preparation of and submission of reports to the TVA Office of Inspector General. However, nothing in this paragraph that may apply to the obligations undertaken pursuant to the CIMA affects the status of costs that are not allowable based on any other authority applicable to Stone & Webster.

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

c. **Treatment of Unallowable Costs Previously Submitted for Payment**: Stone & Webster further agrees that within 120 days of the Effective Date of this Agreement it shall identify any Unallowable Costs (as defined in this Paragraph) included in payments previously sought by Stone & Webster, its parent corporations or any of its subsidiaries or affiliates from the United States. Stone & Webster agree that the United States, at a minimum, shall be entitled to recoup from Stone & Webster any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs in any such payments. Any payments due shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by Stone & Webster, its parent corporations or any of its subsidiaries or affiliates, regarding any Unallowable Costs included in payments previously sought by Stone & Webster, or the effect of any such Unallowable Costs on the amount of such payments.
d. Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine Stone & Webster's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

8. Stone & Webster agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Stone & Webster shall encourage, and agree not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Stone & Webster further agrees to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, whether conducted internally or by outside contractor or other agent.

9. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity.

10. Stone & Webster warrants that it has reviewed its financial situation and that it is currently solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and shall remain solvent following payment to the United States of the Settlement Amount. Further, the Parties warrant that, in evaluating whether to execute this Agreement, they (a) have intended that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to Stone & Webster, within the meaning of 11
U.S.C. § 547(c)(1), and (b) conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity to which Stone & Webster was or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

11. Except as expressly provided to the contrary in this Agreement, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

12. Stone & Webster represents that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

13. This Agreement is governed by the laws of the United States. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between and among the Parties under this Agreement is the United States District Court for the Eastern District of Tennessee except that disputes arising under the CIMA shall be resolved exclusively under the dispute resolution provisions in the CIMA.

14. For purposes of construction, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

15. This Agreement constitutes the complete agreement between and among the Parties. This Agreement may not be amended except by written consent of the Parties.
16. The individuals signing this Agreement on behalf of Stone & Webster represent and warrant that they are authorized by Stone & Webster to execute this Agreement. The signatories for the United States and TVA represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement.

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

18. This Agreement is binding on Stone & Webster's successors, transferees, heirs, and assigns.

19. All parties consent to the disclosure of this Agreement, and information about this Agreement, to the public.

20. 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.

THE UNITED STATES OF AMERICA

JAMES R. DEDRICK
United States Attorney
Eastern District of Tennessee

BY: [Signature]

DATED: 12/19/08

Elizabeth S. Tonkin
Assistant U.S. Attorney

TENNESSEE VALLEY AUTHORITY

BY: [Signature]

DATED: 12/19/08

Maureen H. Dunn
General Counsel
STONE & WEBSTER CONSTRUCTION, INC.

BY: [Signature]
Robert L. Belk
President

DATED: 12-19-08
Corporate Integrity and Monitoring Agreement  
Between the Office of Inspector General of the  
Tennessee Valley Authority and Stone & Webster Construction, Inc.

I. PREAMBLE

Stone & Webster Construction, Inc. ("SWCI") and all entities owned, operated, managed, or administered by SWCI, by and through SWCI's Director of Compliance and Ethics ("Director of Compliance"), pursuant to authority granted by SWCI’s Board of Directors ("Board of Directors"), hereby enters into this Corporate Integrity and Monitoring Agreement ("CIMA") with the Office of Inspector General (the "OIG") of the Tennessee Valley Authority ("TVA"), TVA being a corporate agency and instrumentality of the United States, organized and existing pursuant to the Tennessee Valley Authority Act of 1933, as amended, 16 U.S.C. §§ 831-831ee (2000 & Supp. IV 2004). This CIMA is part of a settlement with the United States through the Office of the United States Attorney for the Eastern District of Tennessee.

II. TERM AND SCOPE OF THE CIMA

1. The term of the CIMA shall commence on the date on which the final signatory of this CIMA executes this CIMA (the "Effective Date") and shall end on the earlier of (a) the date that is two years from the Effective date and (b) on the termination of all contracts between SWCI and TVA. Each one-year period, beginning with the one-year period commencing on the Effective Date, shall be referred to as a "Reporting Period."

2. The purpose of this CIMA is to insure that SWCI implements a Compliance and Ethics Program applicable to all work or services provided by SWCI pursuant to its written contracts and agreements with the Tennessee Valley Authority, as well as the policies and directives of TVA which pertain to those TVA contracts and agreements (hereinafter "TVA Contracts") and to insure the SWIC's Compliance and Ethics Program is sufficient to satisfy TVA's policies and directives embodied in TVA Contracts.

III. SWCI INTEGRITY OBLIGATIONS

1. SWCI shall implement and maintain an effective compliance and ethics program that fully comports with the criteria set forth in Section 8B2.1 of the United States Sentencing Guidelines. SWCI's program (the "Compliance and Ethics Program") shall include, at a minimum, the following components.

   a. A clearly articulated corporate policy against violations of federal law and the establishment of compliance standards and procedures to be followed by its officers, directors, employees and agents.
b. An independent, senior-level Director of Compliance who will have direct access to the Board of Directors and responsibility for oversight over compliance with SWCI's policies, standards, and procedures established or maintained pursuant to this CIMA. The Director of Compliance shall have the authority and responsibility to implement and utilize monitoring and auditing systems reasonably designed to detect criminal conduct by SWCI's employees and other agents, including, where appropriate, the retention of outside counsel and independent auditors to conduct investigations and audits. In addition, the Director of Compliance shall be charged with assessing the risk of criminal conduct and making any necessary modifications to the compliance program to respond to detected violations or identified risk areas and to prevent additional violations.

c. The implementation of appropriate disciplinary mechanisms, including, as appropriate, discipline of individuals responsible for failing to take reasonable steps to prevent, detect, or report a violation of the law or of compliance policies, standards, and procedures.

d. The establishment of a confidential hotline and email address reporting system, the existence of which is well-publicized within SWCI and among its contractors by which officers, employees, agents, and other representatives, as well as contractors may report suspected criminal conduct without fear of retribution or going through the chain of command or reporting the same to the employee's, agent's, or representative's immediate managers.

e. A prohibition on retaliation against SWCI employees and employees of SWCI's contractors who report or seek guidance regarding potential or actual violation of SWCI's ethics standards, compliance-related policies or procedures, or law or regulation.

f. A written plan designed to ensure the improvement and ongoing effectiveness of communication with all governmental agencies engaged in inquiries or investigations relating to SWCI, its subsidiaries or affiliates, which plan shall address, consider and include:

i. Regular reporting by SWCI's management and outside and internal counsel to the Director of Compliance and, as appropriate, the Board of Directors regarding communication with government agencies engaged in inquiries or investigations relating to SWCI, including, but not limited to, providing copies of all written communications to and from such government agencies to the Director of Compliance.

ii. Prompt cooperation by SWCI staff and management with government agencies responsible for audit, investigation or corrective action as defined in FAR 52.203-13(a).
iii. Training for SWCI personnel designed to improve communication and cooperation with such governmental agencies engaged in inquiries and investigations of SWCI.

g. Required periodic training of officer, managers, and employees with respect to ethics and compliance issues as appropriate to the job function of the employee, including annual training, as appropriate to job function, relating to (i) the Compliance and Ethics Program, (ii) promoting honest and ethical conduct; (iii) prompt internal reporting of violations; and (iv) compliance with applicable laws and regulations.

h. SWCI will be allowed to adopt and/or incorporate all or parts of its parent corporation's Compliance and Ethics Program to create a compliance and ethics program for SWCI that satisfies the requirements of this CIMA. Additionally, TVA recognizes that some training called for under this CIMA may require the consent and cooperation of unions, which may limit SWCI's ability to complete all such training despite a good faith commitment to do so.

IV. SWCI MONITORING AGREEMENT

1. Pursuant to this CIMA, SWCI shall retain, within 45 days of the Effective Date, and Independent Review Organization (the "Monitor") approved by the OIG that will act as an independent monitor to audit the implementation and effectiveness of the Compliance and Ethics Program, as it applies to any work or services provided by SWCI pursuant to TVA Contracts, by semi-annually conducting a comprehensive review of the areas specified in subparagraphs (a) to (d) below (hereinafter the "Monitor's Duties"), and to make recommendations regarding best practices in these areas and in any other areas appropriately related to the Monitor's Duties.

   a. Review SWCI's implementation, maintenance and execution of the Compliance and Ethics Program as it applies to any work or services provided by SWCI pursuant to TVA Contracts and recommend to the Director of Compliance such changes as are necessary to ensure conformity with Section 8B2.1 of the United States Sentencing Guidelines and the terms of this CIMA regarding the Compliance and Ethics Program which are necessary to ensure that the Compliance and Ethics Program is effective as it applies to any work or services provided by SWCI pursuant to TVA Contracts:

   b. Examine the effectiveness of the internal audit functions, operations, and any appropriate internal controls of SWCI regarding the Compliance and Ethics Program as it applies to any work or services provided by SWCI pursuant to TVA Contracts, including but not limited to reviews of any audits or reviews of the Compliance and Ethics Program conducted by SWCI or an external auditor, and SWCI shall cooperate fully with any such audits and reviews conducted by the Monitor and shall provide the Monitor with unencumbered access to any SWCI employee and data, information, document, or other record in SWCI's custody or control related to any work or services
provided by SWCI pursuant to TVA Contracts ("Information") except to the extent, and only to the extent, such Information constitutes a privileged communication;

c. Examine the effectiveness of SWCI’s training program on ethics and compliance as it applies to any work or services provided by SWCI pursuant to TVA Contracts; and

d. Examine the information received by the hotline program established under paragraph 7 related to any work or services provided by SWCI pursuant to TVA Contracts and the adequacy of any actions taken in connection with such information by SWCI and the Director of Compliance.

2. The Monitor shall keep records of its activities engaged in to carry out the Monitor’s Duties, including such records relating to actions taken in response to correspondence or telephone calls that it will review with the OIG at its request. If potentially illegal or unethical conduct is reported to the Monitor, the Monitor may, at its option, conduct an investigation of any potentially illegal or unethical conduct related to any work or services provided by SWCI pursuant to TVA Contracts and/or refer the matter to the Director of Compliance, or any appropriate investigative agency, and SWCI and the Director of Compliance shall cooperate fully with any investigator, shall make SWCI employees readily available to any investigator, and shall not deny access to any information in SWCI’s custody or control except to the extent, and only to the extent, such information constitutes a privileged communication. The Monitor shall prepare a report of any such investigation and deliver it to the OIG and SWCI. The Monitor will prepare a semi-annual report of all its activities engaged in to carry out the monitor’s Duties and deliver such report to the OIG and SWCI.

3. The Monitor shall have the authority to take any reasonable steps necessary to discharge properly the Monitor’s Duties as an independent monitor under this CIMA, including, but not limited to, employing legal counsel, consultants, investigators, experts, and any other personnel necessary to assist the Monitor. The Monitor also shall have the authority to take any other reasonable actions that are necessary to effectuate the Monitor’s Duties under this CIMA.

4. SWCI agrees that the Monitor shall have reasonable access to all of SWCI’s data, information, documents, and books and records that relate to any and all reporting performed or required by SWCI under any TVA Contracts and the ability to meet privately with SWCI employees and employees of SWCI contractors and subcontractors performing work under any TVA Contracts during regular business hours. Except as otherwise required by law, the Monitor shall maintain the confidentiality of any non-public business and financial information of SWCI that has been properly identified to the Monitor by SWCI as non-public confidential information. At the conclusion of the Monitor’s engagement as independent monitor, unless otherwise required by law, the Monitor shall return to SWCI all documents in the possession of the Monitor reflecting or referring to confidential non-public business and financial information of SWCI.
5. SWCI agrees that upon execution of this CIMA it will promptly (within 20 days of the retention of the Monitor) submit to the Monitor any and all documentation and/or electronic media that describe its current Ethics and Compliance Program and current hotline program. The Monitor will provide copies of such to the OIG and will meet within 30 days of the retention of the Monitor to discuss same with the OIG and a representative of SWCI.

6. The Monitor shall carry out the Monitor’s Duties for the term of this CIMA as defined in Section II above. The Monitor shall provide periodic reports to the Director of Compliance and/or the Board of Directors, and the OIG as the Monitor deems appropriate. The Monitor also may make recommendations to the Director of Compliance and/or the Board of Directors, and SWCI shall respond within 45 days to each recommendation from the monitor with a detailed explanation of what action SWCI is taking or why SWCI is not taking the suggested action. The Monitor will provide copies of SWCI’s responses to the OIG and upon any party’s request, will meet to discuss same with the OIG and a representative of SWCI.

7. SWCI shall establish an independent toll-free telephone number to facilitate communication anonymously or otherwise with the Monitor. (Hotline) Within 20 workdays of the commencement of the Monitor’s role as independent monitor, SWCI shall advise each of its employees performing work under any TVA Contracts (and to the extent practicable, the employees of its contractors and subcontractors) performing work under any TVA Contracts of the appointment of the Monitor as an independent monitor, the monitor’s powers as set forth in this Agreement, the toll-free number established for contacting the Monitor, and email and mail addresses designated by the Monitor. Such notice, the form and content of which shall be subject to the reasonable review and approval of the Monitor, shall inform employees performing work under any TVA Contracts and employees of SWCI’s contractors and subcontractors performing work under any TVA Contracts that they may communicate with the Monitor anonymously or otherwise, and that no one shall be penalized in any way for providing information to the Monitor. In addition, such notice shall direct that, if any officer, manager or employee is aware of any violation of any law or any unethicl conduct that has not been reported to an appropriate federal, state or municipal agency, the officer, manager or employee is obligated to report such violation or conduct promptly to SWCI’s Director of Compliance or the Monitor.

8. SWCI and all of its officers, employees, and agents shall have an affirmative duty to cooperate with and assist the Monitor in the execution of the Monitor’s Duties and shall inform the Monitor of any information that may relate to (or lead to information that may relate to) the execution of the Monitor’s Duties. Failure of any SWCI officer, employee, or agent to cooperate with the Monitor in the execution of the Monitor’s Duties may, in the sole discretion of the Monitor, serve as a basis for the Monitor to recommend dismissal or other disciplinary action.
9. SWCI will enter into a contract with the Monitor that covers all reasonable expenses for work or services authorized by this CIMA, including compensation and travel for all the Monitor’s employees, contractors, or other persons utilized by the Monitor in the execution of the Monitor’s Duties.

10. The Monitor is not, and shall not be treated for any purpose, as an officer, employee, agent, or affiliate of SWCI. Except for the duty to maintain confidentiality of SWCI information as described in paragraph 4 above, the Monitor assumes no duties to SWCI, its directors, officers, employees, agents, contractors, investors, creditors or any other party, and SWCI shall make no representations to any party that the Monitor assumes any such duties.

11. These provisions for an independent monitor are not intended to and do not create or provide any right or remedy in any third party or person to assert any claim or demand against the United States, TVA, the OIG, the Monitor, SWCI, or any officer, director or employee thereof.

V. STANDARD CLAUSES

Section Headings. All section headings are inserted for convenience only and shall not affect any construction or interpretation of this CIMA.

Interpretation and Severability. This CIMA shall be interpreted according to federal law. It is to be construed broadly and inclusively as is permitted by relevant federal law.

Waiver of Defaults. Any waiver at any time by either party hereto of its rights with respect to any default of the other party or with respect to any other matter arising in connection with this CIMA shall not be considered a waiver with respect to any subsequent default or matter.

Restriction of Benefits. No officer, employee, special federal employee, or agent of the TVA and/or the Monitor shall receive any monetary benefit or part of this CIMA or receive any benefit that may arise therefrom other than the consideration specifically set forth in the contract made with the Monitor nor shall SWCI offer or give, direct or through another, to any officer, employee, special federal employee, or agent of TVA and/or the Monitor any gift, favor, entertainment, loan, or any other thing of monetary value. Breach of this provision shall constitute a material breach of the CIMA.

Authority to Execute. The undersigned SWCI and TVA signatories represent and warrant that they are authorized to execute this CIMA.

Counterparts. This CIMA may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement. Facsimile of signatures shall constitute acceptable binding signatures for purposes of this CIMA.
Entire Agreement. This CIMA concerns activities related to or arising out of the settlement agreement and constitutes the entire agreement concerning any liability involving TVA and SWCI as to the CIMA and supersedes all other communications, either written or oral. Neither party shall be bound by, nor be liable for any statement, representation, promise, inducement or understanding as to liability not set forth therein. No amendment or modification shall be valid unless incorporated in writing.

Dispute Resolution. This CIMA is governed by the laws of the United States. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between and among the Parties under this CIMA, including the Monitor, is the United States District Court for the Eastern District of Tennessee. SWCI shall have the authority, in the event the Independent Review Organization designated as Monitor acts at any time in a manner inconsistent with the letter or intent of this CIMA, or otherwise, to remove the Independent Review Organization as Monitor. In that event, SWCI shall be obligated to designate within 30 days a new Independent Review Organization that, upon approval by TVA, will become Monitor under this CIMA.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officials.

STONE & WEBSTER CONSTRUCTION, INC.

Printed Name: ____________________________

Signature: ____________________________

Title: ____________________________

Date: ____________________________

OFFICE OF THE INSPECTOR GENERAL,
TENNESSEE VALLEY AUTHORITY

By: ____________________________
    Richard W. Moore, Inspector General

Date: ____________________________