SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is entered into this 8th day of August, 1995, by and between the United States of America (the "United States") and General Electric Company ("GE").

Definition of Terms

a. GENERAL ELECTRIC COMPANY or GE means the General Electric Company and all of its present or former predecessors, officers, officials, directors, agents, employees, parents, subsidiaries, business groups, affiliates, independent contractors, attorneys and divisions (including, without limitation, the former General Electric Aerospace Control System Department at Binghamton, New York).

b. CFMI means CFM International, Inc., a Delaware corporation jointly owned by GE and SNECMA (a French company).

c. CLAIM or CLAIMS means any and all civil claims, causes of action, rights, demands and/or administrative monetary claims either party may have against the other under the False Claims Act, 31 U.S.C. §§ 3729-3733, under any other statute creating a cause of action for civil damages or civil penalties, or under common law theories, relating to (1) electrical bonding; (2) the role of electrical bonding in reducing the occurrence and/or effects of electromagnetic interference (including both emissions and susceptibility--"EMI"), electromagnetic pulse ("EMP"), static charge (as discussed and defined in MIL-E-5087B Class E), and/or fire, shock, and lightning hazards; (3) the use of connectors, plugs, receptacles and cable shield terminations, to the extent that they are allegedly unsuited for electrical bonding or to the extent that their use is allegedly contrary to electrical bonding requirements found, incorporated or referenced in any applicable contract or specification; (4) the use of anodic coatings, the use of chromate conversion coatings or the use of vibration isolation devices, to the extent that their use is allegedly unsuited for electrical bonding or to the extent that their use is allegedly contrary to electrical bonding requirements found, incorporated or referenced in any applicable contract or specification; and (5) allegations
that EMI testing on GE and CFMI engines was flawed in a way that relates to or impacts on electrical bonding, including without limitation allegations that the testing (a) was conducted using hardware or hardware configurations that were not representative of fielded production hardware, (b) was conducted using unrepresentative or improperly torqued connectors, plugs or receptacles, (c) was conducted using bonding methods or values that were not representative of bonding methods or values on fielded production hardware, (d) deviated from applicable testing requirements or procedures that relate to or impact on electrical bonding, and/or (e) reported results (or omitted information from those reports) in a manner that renders those reports inaccurate or misleading in some way that relates to or impacts on statements concerning electrical bonding.

Recitals

WHEREAS, in or about October 1992, GE formally notified the Federal Aviation Administration ("FAA") that GE was investigating issues regarding the adequacy and conformance of engine and component electrical bonding test and inspection practices at GE. GE subsequently provided information to the FAA pertaining to its investigation;

WHEREAS the United States on May 16, 1994 intervened in
Civil Action No. C-1-93-0846 pursuant to 31 U.S.C.
§ 3730(b)(4)(A);

WHEREAS, on May 27, 1994, the United States, acting through
the Department of Defense ("DOD"), served GE with a subpoena
duces tecum in connection with an investigation into GE's
compliance with contractual requirements relating to electrical
bonding and the potential role of electrical bonding in reducing
the occurrence and/or effects of EMI, EMP, static charge, and/or
fire, shock and lightning hazards;

WHEREAS, on January 17, 1995, Johnson filed an amended qui
tam complaint ("First Amended Complaint") alleging that GE had
submitted false claims and made false statements to the United
States regarding its compliance with alleged contractual
requirements relating to electrical bonding and the potential
role of electrical bonding in reducing the occurrence and/or
effects of EMI, EMP, static charge, and/or fire, shock and
lightning hazards on the F101-GE-F25, F101-GE-F28, F101-GE-F29,
F101-GE-100, F101-GE-102, F118-GE-100, F118-GE-101, F110-GE-100,
F110-GE-100A, F110-GE-129, F110-GE-400, LM1500, LM2500, CF6-80C2,
CFM56-2A, CFM56-2B/F108-CF-100, F404, T700 engine lines sold to
the United States;

WHEREAS GE has made available for review hundreds of
thousands of documents in response to the DOD subpoena;

WHEREAS MIL-B-8857 (a military specification relating to
bonding, electrical and lightning protection for aerospace

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systems) has been the subject of a dispute between the parties regarding its meaning and application;

WHEREAS the FAA investigated the allegations concerning commercial aircraft engines referenced in the Complaint and published, on or about December 22, 1994, a report stating that it had found no identifiable effect on the continued airworthiness of these engines related to electrical bonding;

WHEREAS the United States Air Force investigated the allegations concerning military aircraft engines referenced in the Complaint and First Amended Complaint and published, on or about May 11, 1995, a statement saying that it had found no concern for flight safety related to electrical bonding in GE aircraft engines;

WHEREAS GE denies the allegations set forth in the Complaint and in the First Amended Complaint;

WHEREAS the United States and GE, to avoid further litigation, mutually desire to reach a full and final compromise and settlement as set forth hereinafter:

NOW, THEREFORE, in reliance on the representations contained herein and in consideration of the mutual promises, covenants and obligations in this Settlement Agreement, and for good and valuable consideration, receipt of which is hereby acknowledged, the United States and GE agree as follows:

1. Within ten (10) working days after entry by the District Court of a Final Order dismissing Count I of the First Amended Complaint in substantially the same form as proposed in
the Stipulation attached hereto as Exhibit A ("Stipulation"), GE will pay $7,181,140.00 (seven million, one hundred and eighty one thousand one hundred and forty dollars) to the United States. GE will pay interest on the amounts to be paid to the United States, until paid, at the rate used for government contract claims. Interest shall commence on the date that GE and the United States sign this Settlement Agreement. GE shall satisfy this obligation by making payment of said amount by Fedwire Electronic Funds Transfer. The instructions for transferring the funds will be provided by Michael F. Hertz, Director, Commercial Litigation Branch, U.S. Department of Justice, or his authorized representative. For purposes of this Settlement Agreement, the order of dismissal becomes final: (1) if Relator does not object to this settlement, upon the entry of the order by the District Court; or (2) if Relator objects to this settlement, when (a) all appeal/certiorari periods have run and no appeal or petition for certiorari has been filed or (b) when the order dismissing Count I of the First Amended Complaint has been upheld in its entirety.

2. On the date that this Settlement Agreement is executed, the Parties will execute and file with the court the attached Stipulation. This Settlement Agreement is contingent upon a final order dismissing Count I of the First Amended Complaint in substantially the same form as proposed in the attached Stipulation. If such a dismissal is not finally ordered, then, at the United States or GE's election, this Settlement Agreement shall be deemed completely null, void and unenforceable.
3. The parties to this Settlement Agreement acknowledge and agree that this Settlement Agreement, the consideration which supports it, and/or the fact of the parties' compliance with it, do not constitute, nor are they to be construed as, an admission or evidence of any liability for any violation of any federal, state, military or local law, ordinance, statute, rule, regulation, Military Standard or Specification, contractual obligation, or common law obligation; PROVIDED HOWEVER, that nothing in this Settlement Agreement shall preclude the parties from introducing this document as evidence in any proceeding to (a) enforce this Settlement Agreement or (b) determine tax liability, if any, for any payment referenced in this Settlement Agreement.

4. On receipt of the payment described in Paragraph 1, and in consideration of the payment referred to in Paragraph 1, the United States will release, and will be deemed to have released, GE from any and all CLAIMS relating to the F101-GE-F25, F101-GE-F28, F101-GE-F29, F101-GE-100, F101-GE-102, F101-GE-104, F101-GE-101, F110-GE-100, F110-GE-100A, F110-GE-129, F110-GE-400, LM1600, LM2500, CF6-80C2, CFM56-2A, CFM56-2B/F108-CF-100, F404, T700 engine lines, including all CLAIMS relating to all such engines delivered and accepted (including those that have been conditionally accepted) up through the date of execution of this Settlement Agreement; PROVIDED, HOWEVER, that notwithstanding the foregoing releases, the United States may assert further or additional CLAIMS relating to the F101-GE-F25, F101-GE-F28, F101-
GE-F29, F101-GE-100, F118-GE-100, F118-GE-101, F110-GE-100A, F110-GE-400, LM1600, LM2500, CF6-80C2, F404, T700 engine lines if such further or additional CLAIMS are not based principally upon (1) evidence and information that was provided to, obtained by, or made available to the United States in connection with formal or informal discovery or proceedings in the matter of United States ex rel. Ian S. Johnson v. General Electric Co., Case No. C-1-93-0846; (2) the allegations contained in any complaint, amended complaint, interrogatory answer(s) or response(s) to requests for admission filed or served in the matter of United States ex rel. Ian S. Johnson v. General Electric Co., Case No. C-1-93-0846; and (3) documents and disclosures provided to the United States by GE or Johnson after September 20, 1992 and before June 12, 1995 which relate to the CLAIMS. GE expressly reserves any and all defenses to such CLAIMS, including, without limitation, defenses based on applicable statutes of limitations. Nothing in this Settlement Agreement shall be construed to constitute consent by GE to a tolling of any statute of limitations.

5. On receipt of the payment described in Paragraph 1, and in consideration of the payment referred to in Paragraph 1, the United States will release, and will be deemed to have released, CFMI and SNECMA from any and all CLAIMS relating to the CFM56-2A and CFM56-2B/F108-CF-100 engine lines.

6. GE hereby releases the United States and its employees from any and all CLAIMS relating to the F101-GE-F25, F101-GE-F28,
F110-GE-100, F110-GE-100A, F110-GE-129, F110-GE-400, LM1500,
LM2500, CF6-80C2, CFM56-2A, CFM56-2B/F108-GE-100, P404, and T700
engine lines, and in addition releases the United States and its
employees from any and all claims and causes of action which
relate to the United States' investigation and settlement of this
litigation; PROVIDED HOWEVER, that notwithstanding anything in
this paragraph, in the event the United States (or anyone acting
on its behalf) brings an action relating to one or more of the
above engine lines pursuant to Paragraph 4 of this Settlement
Agreement, then GE shall be free to pursue any CLAIM it may have
relating to the engine lines that are the subject of such action.
Nothing in this Settlement Agreement shall be construed to
constitute consent by the United States to a tolling of any
statute of limitations.

7. The United States does not release (a) any claims that
the United States may have, or may arise, under Title 26, United
States Code, Internal Revenue Code, or Internal Revenue
regulations; (b) suspension or debarment rights of any federal
agency; (c) any claims based on such obligations as are created
by this Settlement Agreement; (d) claims for personal injury or
property damage arising either from any failure or malfunction of
a GE or CFMI engine or from the breach of any express or implied
warranty; (e) any claims relating to GE or CFMI engines not
accepted or conditionally accepted as of the date of execution of

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this Settlement Agreement; (f) any claims not specifically released herein.

8. GE does not release (a) any claims based on such obligations as are created by this Settlement Agreement; (b) claims for personal injury or property damage arising from any failure or malfunction of a GE or CFMI engine or from the breach of any express or implied warranty; (c) any claims relating to GE or CFMI engines not accepted or conditionally accepted as of the date of execution of this Settlement Agreement; and (d) any claims not specifically released herein.

9. It is agreed that all costs (as defined in the Federal Acquisition Regulations ("FAR") 31.205-47) incurred by GE, on its own behalf or on behalf of any other person or entity, in connection with (a) the matters covered by this Settlement Agreement; (b) the Government's audit and investigation of the matters covered by this Settlement Agreement; (c) GE's investigation or defense of the matters covered by this Settlement Agreement, including corrective actions, if any, taken in connection with this litigation; (d) the negotiation of this Settlement Agreement; (e) the payment made to the United States pursuant to this Settlement Agreement; and (f) payments to Johnson in connection with this litigation, shall be unallowable costs for Government contract accounting purposes.

10. This Settlement Agreement does not release GE from any obligation it may have under 31 U.S.C. § 3730(d)(1) to pay Johnson any reasonable attorneys fees, expenses and costs, as may
be determined by the court. Without prejudice to any arguments
that GE may make concerning the appropriateness of any award of
attorneys' fees, expenses and costs to Johnson under 31 U.S.C. §
3730(d)(1), GE and the United States agree that the $7,181,140.00
payment provided for herein does not include any amount towards
Johnson's attorneys' fees, expenses and costs other than any
contingency payments Johnson pays his own lawyers.

11. The United States and GE warrant and represent that
each of the signatories whose name appears below has the
authority and full power to enter into this Settlement Agreement,
and that agreement to all of its provisions is made freely,
voluntarily, and with full knowledge of its contents and
consequences. Further, the United States and GE acknowledge and
agree that in executing this Settlement Agreement, each is
relying solely on its own investigation of the law and facts, and
neither party is relying on or has relied upon any prior oral or
written representation or statement made, or investigation
conducted, by the other party or any agent, employee,
representative, officer, attorney or official of the other party,
past or present, with regard to the subject matter, basis, or
effect of this Settlement Agreement.

12. This Settlement Agreement shall be binding upon the
United States and GE, their successors and assigns.

13. The United States acknowledges and agrees that the
terms of this Settlement Agreement are fair, adequate and
reasonable under the circumstances.
14. This Settlement Agreement may be executed in counterparts.

FOR THE UNITED STATES OF AMERICA

DATED: Aug. 4, 1995 By: [Signature]

MICHAEL C. THEIS
Trial Attorney
Civil Division
Department of Justice
Post Office Box 261
Ben Franklin Station
Washington, D.C. 20044

DATED: 8/9/95 By: [Signature]

GERALD F. KAMINSKI
Assistant U.S. Attorney
Southern District of Ohio

FOR GENERAL ELECTRIC COMPANY

DATED: August 9, 1995 By: [Signature]

HENRY A. HUBBARD, ESQ.
Vice President and
General Counsel
GE Aircraft Engines
SETTLEMENT AGREEMENT

1. PARTIES

This Settlement Agreement is made and entered into this day of August, 1995, by and among the United States of America ("United States") acting by and through duly authorized representatives of the Civil Division of the Department of Justice, and Ian S. Johnson ("Relator").

2. RECITALS


The United States on May 16, 1994 intervened in Civil Action No. C-1-93-0846 pursuant to 31 U.S.C. § 3730(b)(4)(A);

On January 17, 1995, Johnson filed an amended qui tam complaint ("First Amended Complaint");

The United States has entered into an agreement in principle with GE to settle the issues and disputes raised in Count I of the above-captioned qui tam action (the "GE Settlement Agreement"). Under the terms of the proposed GE Settlement Agreement, GE would be obligated to pay the United States, in satisfaction of the claims and causes of action in Count I of the GE qui tam action, the amount of $7,181,140 (seven million, one hundred and eighty one thousand and one hundred and forty dollars) (the "Settlement Amount");

6. The United States and Relator desire to reach an agreement to settle, without litigation, the matter of the award to be made to Relator pursuant to 31 U.S.C. § 3730(c) from the proceeds of the settlement of Count I of the GE qui tam action;

III. TERMS OF AGREEMENT

In accordance with the mutual covenants and agreements herein, and with full authority to enter into this Settlement Agreement and to be bound thereby, the parties agree as follows:

7. Upon dismissal of Count I of the GE qui tam action, the Relator shall be paid, in full satisfaction of the United States' obligations pursuant to 31 U.S.C. § 3730(d), an Award Amount equal to $1,706,307.40 plus interest, if any, that GE pays on the
$1,706,307.40. Relator shall receive the Award Amount directly from GE within the time period specified in Paragraph 1 of the Settlement Agreement.

8. Relator, for himself, his heirs and assigns, and relator's counsel hereby waive, release, and forever discharge the United States from any claim arising out of or connected to the filing of the qui tam action, including any claim pursuant to 31 U.S.C. § 3730(d) for an award of the proceeds of the settlement.

9. Each person who signs this Settlement Agreement in a representative capacity warrants that he or she is duly authorized to do so.

10. The Parties agree that this Settlement Agreement constitutes the entire agreement with respect to its subject matter.

WHEREFORE, the parties hereto, through their respective attorneys and otherwise, do hereby sign and thereby execute this Settlement Agreement in two counterparts each of which shall be deemed an original.

FOR THE UNITED STATES OF AMERICA:

DATED: 8/9/95

[Signature]

MITCHELL J. LAZRIS
Trial Attorney
Civil Division
Department of Justice
Post Office Box 204
Ben Franklin Station
Washington, D.C. 20044

Attorney for the United States
FOR IAN S. JOHNSON:

DATED: 8/9/95

IAN S. JOHNSON

DATED: 5-7-95

James B. Helper, Jr., ESQ.
Helper, Lugbill, Martins & Neff, L.P.A.
Fourth & Walnut Centre, Suite 1900
105 East Fourth Street
Cincinnati, Ohio 45202

Attorney for Ian S. Johnson
SETTLEMENT AGREEMENT & RELEASE
RELATING TO ATTORNEYS FEES
IAN S. JOHNSON

This Settlement Agreement & Release Relating to Attorneys Fees ("Agreement") is between General Electric Company (the "Company"), Ian S. Johnson (the "Employee"), and counsel for Ian S. Johnson ("Employee's Counsel"). For purposes of this Agreement, references to the "Company" include any and all present or former employees, officers, officials, directors, independent contractors, subsidiaries, divisions, business groups, representatives, attorneys or agents thereof; references to the "Employee" include his representatives, agents, attorneys, heirs, and assigns; references to "Employee's Counsel" include the law firm of Helmer, Lugbill, Martins & Neff Co., L.P.A., and all of its partners, members, associates, employees, agents, independent contractors, representatives, successors and assigns.

WHEREAS, the Employee has filed a suit against the Company, styled United States ex rel. Ian S. Johnson v. General Electric Co., Civil Action No. C-1-93-0845 ("the bonding litigation"), and wishes to compromise and settle all claims for attorneys fees he may have against the Company;

WHEREAS, Employee's Counsel represents that such Counsel (via assignment) has claims against the Company for attorneys fees arising out of the bonding litigation and out of United States ex rel. Walsh v. General Electric Co., Civil Action No. C-1-90-792 ("the Walsh litigation");

WHEREAS, Employee's Counsel represents that Chester Walsh has assigned to the law firm of Hall & Phillips, and Hall & Phillips has assigned to Employee’s Counsel, all right, title, and interest in and to any attorneys fees recoverable on account of the work performed by Employee’s Counsel in connection with the Walsh litigation;

WHEREAS, the Employee, Employee’s Counsel and the Company mutually wish to compromise and settle all claims for attorneys fees in the bonding litigation;

WHEREAS, Employee’s Counsel and the Company mutually wish to compromise and settle all claims for attorneys fees in the Walsh litigation;

WHEREAS, the Employee has consulted with a lawyer before signing this Agreement,

NOW, THEREFORE, in consideration of the representations and mutual promises, releases, covenants and obligations contained herein, for good and valuable consideration, receipt of which is hereby acknowledged, the Company, the Employee and Employee’s Counsel agree as follows:

1. The Company will pay to Employee’s Counsel the following sums: a) in the bonding litigation, $1,403,000 for legal fees and $66,000 for expenses; and (b) in the Walsh litigation, $600,000 for legal fees and $31,000 for expenses.

2. Payment of the amounts stated in paragraph 1 shall be due as follows: (a) as to the bonding litigation (¶ 1(a)), upon entry of a final order dismissing Count I of the First Amended Complaint with prejudice as to the Employee; and (b) as to the Walsh litigation (¶ 1(b)), upon consummation of a settlement agreement resolving all aspects of that case. Employee’s Counsel
and the Company expressly understand and agree that payment of amounts due for the Walsh litigation are expressly contingent upon final resolution of all issues in that case as to all parties and counsel in that case.

3. Interest shall accrue on all amounts stated in paragraph 1 of this Agreement, until such amounts are paid, at an annual rate of 6-3/8 percent commencing upon the Effective Date of this Agreement.

4. The Employee hereby releases, waives, and discharges the Company from each and every claim, action, lawsuit, cause of action, complaint, liability, promise, debt, agreement, demand or right of any nature whatsoever, for attorneys fees, past or present, known or unknown, foreseen or unforeseen, based on any federal, state or local statute, regulation, common law, contractual or constitutional provision, executive order, military standard or specification, or internal GE policy, rule, practice or procedure, that the Employee has, may have, or may have had against the Company (hereinafter "CLAIMS") arising on or before the Effective Date of this Agreement, including, without limitation any and all CLAIMS for attorneys fees that were or could have been asserted in the bonding litigation. However, this release does not include any lawsuit, cause of action, complaint, demand, charge or claim that relates to (a) any representations referenced or contained in this Agreement or (b) any obligations created by this Agreement.

5. Employee's Counsel hereby releases the Company from any and all lawsuits, charges, causes of action, complaints, demands, or claims that were or could have been asserted in the bonding litigation or the Walsh litigation, and/or any and all lawsuits, charges, causes of action complaints, demands or claims related to the bonding litigation or the Walsh litigation. However, this release does not include any lawsuit, cause of action, complaint, demand, charge or claim that relates to (a) any representations referenced or contained in this Agreement, or (b) any obligations created by this Agreement. This release also does not include any lawsuits, charges, causes of action, complaints, demands or claims which Employee’s Counsel has brought on behalf of any person other than Ian S. Johnson or Chester L. Walsh.

6. The Company hereby releases Employee’s Counsel from any and all lawsuits, charges, causes of action or claims that were or could have been asserted in the bonding litigation or the Walsh litigation, and/or any and all lawsuits, charges, causes of action or claims related to the bonding litigation or the Walsh litigation. However, this release does not include any lawsuit, cause of action, complaint, demand, charge or claim that relates to (a) any representations referenced or contained in this Agreement or (b) any obligations created by this Agreement.

7. Employee and Employee's Counsel acknowledge and agree that this Agreement, and any payments made thereunder, are not, nor are they to be construed as, an admission or evidence of any liability for any violation of any federal, state or local statute, regulation, common law, contractual or constitutional provision, executive order, military standard or specification, internal GE policy, rule, practice or procedure, or of any act or acts of discrimination or retaliation on the part of the Company. The Company expressly denies any such liability. Notwithstanding the provisions in this paragraph, this Agreement may be used as evidence in any proceeding to enforce this Agreement.

8. This Agreement constitutes the entire understanding between the parties and fully supersedes, except as expressly stated herein, any and all prior agreements or understandings,
whether oral or written, between the parties pertaining to the subject matter of this Agreement. The parties have not relied on any oral statements that are not included in this Agreement. Any modifications to this Agreement must be in writing and signed by the Employee and the General Counsel of GE Aircraft Engines.

9. This Agreement shall be construed, interpreted and applied in accordance with the law of the State of Ohio.

10. The Effective Date of this Agreement is August 9, 1995.

IAN S. JOHNSON

[Signature]

Jan 9 95

HELMER, LUGBILL, MARTINS & NEFF CO., LPA

[Signature]

8-9-95

By: James B. Helmer, Jr.

GENERAL ELECTRIC COMPANY

[Signature]

[Date]

By: F. Whitten Peters

Williams & Connolly

Legal Counsel to General Electric Company

for General Electric Company

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TERMINATION AGREEMENT & RELEASE
IAN S. JOHNSON

This Termination Agreement & Release ("Agreement") is between General Electric Company (the "Company"), Ian S. Johnson (the "Employee"), and counsel for Ian S. Johnson ("Employee's Counsel"). For purposes of this Agreement, references to the "Company" include any and all present or former employees, officers, officials, directors, independent contractors, subsidiaries, divisions, business groups, representatives, attorneys or agents thereof; references to the "Employee" include his representatives, agents, attorneys, heirs, and assigns; references to "Employee's Counsel" include the law firm of Helmer, Lugbill, Martins & Neff Co., L.P.A. and all of its partners, members, associates, employees, agents, independent contractors, representatives, successors and assigns.

WHEREAS the Employee has filed a suit against the Company, styled United States ex rel. Ian S. Johnson v. General Electric Co., Civil Action No. C-1-93-0846 ("the bonding litigation"), and wishes to compromise and settle Counts II and III of the First Amended Complaint in that suit, as well as the counterclaim filed against him by the Company,

WHEREAS the Company also wishes to compromise and settle Counts II and III of the First Amended Complaint in the bonding litigation, as well as the counterclaim it filed against the Employee,

WHEREAS the Company and the Employee, in connection with the compromise and settlement of Counts II and III of the
First Amended Complaint, and the counterclaim, in the bonding litigation, have agreed to resolve their differences by the Employee's resignation and receipt of payment from the Company of the amount of Fifty Thousand Dollars ($50,000), and by mutual releases of claims in the bonding litigation,

WHEREAS the Employee and Employee's Counsel represent that Employee is to the best of their knowledge and belief the sole "original source," as that term is used in 31 U.S.C. § 3729 et seq., with respect to all matters raised in or in any way related to the bonding litigation,

WHEREAS the Company and the Employee intend the terms and conditions of this Agreement to govern all issues related to the Employee's employment and resignation from the Company,

WHEREAS the Employee has consulted with a lawyer before signing this Agreement,

WHEREAS the Employee acknowledges that the total consideration provided to him under this Agreement exceeds that to which he is entitled by virtue of any Company plan, policy or practice or by any prior agreement,

WHEREAS the Employee represents that, with the exception of the bonding litigation, (1) he has not filed any lawsuits, charges, causes of actions, claims or demands against the Company and (2) he has no financial interest in any litigation, charges, causes of action, claims or demands (or any portions thereof) brought or to be brought against the Company;

WHEREAS the Employee represents that he has assigned no
interest in any lawsuits, charges, causes of action, rights or claims (or any portions thereof) against the Company to anyone with the exception that he has made an assignment to Employee's Counsel in connection with the bonding litigation;

WHEREAS the parties understand that the representations made by them in connection with this Agreement are material and that each party is relying on these representations in entering into this Agreement,

NOW, THEREFORE, in consideration of the representations and mutual promises, releases, covenants and obligations contained herein, for good and valuable consideration, receipt of which is hereby acknowledged, the Company, the Employee and Employee's Counsel agree as follows:

1. The Company shall pay to the Employee the total sum of fifty thousand dollars ($50,000), covering all claims of the Employee arising from or relating to his employment and/or the termination of his employment, including, but not limited to, any retaliation claims under 31 U.S.C. § 3730(h), under Ohio Revised Code § 4113.51 et seq., under any other statute, under the common law, and/or in Counts II and III of the bonding litigation.

The parties agree that this amount is in settlement of the Employee's personal injury claims in the bonding litigation and is therefore not subject to withholding or taxation. However, the Employee agrees to be solely responsible for any and all taxes determined by any government tax authority to be owing.
on this amount or any portion thereof. The Employee also agrees that if any questions with regard to this payment are raised by any taxing authority, the Employee will indemnify and hold the Company harmless for any additional taxes, penalties, or interest that may be incurred or assessed.

The parties agree that no portion of the payment is in lieu of punitive damages, damages attributable to False Claims allegations, or penalties of any type.

Payment to the Employee shall be made within five (5) days of the Effective Date of this Agreement. This Agreement will become effective (the "Effective Date") upon the filing in the bonding litigation of a fully executed Stipulation dismissing with prejudice Counts II and III of the First Amended Complaint, as well as the Counterclaim, in the form of the Stipulation attached hereto as Exhibit A.

2. The Termination Date of Employment will be the Effective Date of this Agreement.

3. The Employee agrees that any requests for an employment reference will be directed solely to Nancy Liscow, Manager of Human Resources (or her successor(s)). If asked for a reference, the Company will respond in the same manner that it does in all other cases where references are requested for employees who have separated from the Company, i.e., by providing only the dates of employment and job positions held by the Employee.

4. The Employee Innovation and Proprietary
Information Agreement, executed by the Employee on January 20, 1986 (attached hereto as Exhibit B) shall remain in effect in accordance with its terms.

5. The Employee and Employee's Counsel acknowledge and agree that they are bound by the Protective Order entered in the bonding litigation (attached hereto as Exhibit C). Employee and Employee's Counsel also acknowledge and agree that the following materials, including documents, are Protected Material and are to be handled as Protected Materials under the Protective Order:

(a) documents and other materials, including deposition exhibits and transcripts, first obtained through formal discovery in the bonding litigation to the extent that the Company has marked such materials as Protected Material or has heretofore notified Employee or Employee's counsel in writing that the Company claims protected status for such materials;

(b) documents received or taken by the Employee from the Company, from CFMI, Inc. or from SNFMCMA, to the extent that the Company has marked such materials as Protected Material or has heretofore notified Employee or Employee's counsel in writing that the Company claims protected status for such materials;

(c) all recordings made by Employee, Employee's Counsel or the FBI, which relate in any way to or were made in connection with the bonding litigation, along with any transcripts thereof, without regard to any markings or prior claims of protected status; and

(d) the deposition given by Employee in the bonding litigation, without regard to any prior markings or prior claims of protected status.

Consistent with the Protective Order, Employee and Employee's Counsel agree to return to the Employer, within thirty (30) days of the final termination of the bonding litigation (including any appeals), all Protected Material in their possession, custody or
control; provided, however, that if the Department of Justice or Federal Bureau of Investigation request the return of material falling within (c) above, then such material shall be returned to the Department of Justice or the Federal Bureau of Investigation. To the extent that the Employee or Employee's Counsel possess Protected Material that cannot be segregated from attorney notes or attorney work product, Employee and Employee’s Counsel agree to destroy all such Protected Material or to maintain that material strictly in accordance with the Protective Order. For purposes of this Agreement, the term "Protected Material" shall have the same meaning as in the Protective Order (Exhibit C), and shall include, without limitation, all copies, extracts, summaries or analyses of such information.

6. The Employee and his heirs, assigns, representatives and agents hereby release, waive, and discharge the Company from each and every claim, action, lawsuit, cause of action, complaint, liability, promise, debt, agreement, demand or right of any nature whatsoever, past or present, known or unknown, foreseen or unforeseen, based on any federal, state or local statute, regulation, common law, contractual or constitutional provision, executive order, military standard or specification, or internal GE policy, rule, practice or procedure, that the Employee has, may have, or may have had against the Company (hereinafter "CLAIMS") arising on or before the Effective Date of this Agreement, including, without limitation, any and all CLAIMS that were or could have been
asserted in the bonding litigation:

(a) The foregoing release includes, without limitation, any claim of discrimination on the basis of race, sex, age, religion, marital status, sexual preference, handicap or disability, special disabled veteran status, national origin, citizenship status; any other claim based on a statutory prohibition; any claim arising out of or related to an express or implied employment contract, any other contract affecting terms and conditions of employment, or a covenant of good faith and fair dealing; any tort claims, including ORC § 4112.99; any alleged violation of public policy; and any personal gain with respect to any claim arising under the qui tam provisions of the False Claims Act, 31 U.S.C. § 3730 or under the Ohio Whistleblowers Act, ORC § 4113.52 et seq. (with the exception of any such personal gain and any award of attorneys fees or costs relating to the bonding litigation);

(b) The Employee agrees never to file, cause to be filed, or assist in the filing of any lawsuits, causes of action, complaints, demands, charges or claims of any kind, in a judicial, administrative or other forum, against the Company regarding any matter within the scope of the above release. If the Employee violates this release by (i) filing such a lawsuit, cause of action, complaint, demand, charge or claim, (ii) disclosing to anyone other than government officials who seek such information in the course of their official duties information in connection with such a lawsuit, cause of action,
complaint, demand, charge or claim, (iii) entering into any agreement with others in connection with such a lawsuit, cause of action, complaint, demand, charge or claim, or (iv) otherwise causing the Company to be subject to such a lawsuit, cause of action, complaint, demand, charge or claim, the Employee shall continue to be bound by the release obligations contained herein, and, in addition to any other relief provided by law, agrees immediately to return to the Company the entire consideration received by the Employee under this Agreement. This release does not include any lawsuit, cause of action, complaint, demand, charge or claim that may arise for enforcement of any obligations created by this Agreement.

(c) The Company agrees that nothing in this release provision affects the Employee's existing rights and participation in the GE Pension Plan or for COBRA benefits.

7. The Employee represents and hereby affirms that he has not disclosed to others, and is not aware of, any information concerning any conduct of the Company that the Employee has any reason to believe (a) involves any potential or actual false claim(s) or statement(s) to any governmental entity or representative, (b) is or may be unlawful, (c) violates any Company policy, rule, practice, procedure or principle in any respect, or (d) raises any type of compliance concern, except for

(i) information which the employee has disclosed in pleadings, answers to interrogatories, and responses to requests for admission filed or served by the Employee in the bonding litigation,

(ii) information which is disclosed in the deposition
given by Employee in the bonding litigation, or

(iii) information which is set out in Exhibit D hereto.

For each item listed in Exhibit D, the Employee represents that he has also identified (in Exhibit D) any and all individuals and/or entities to whom he has disclosed information relating thereto.

8. The Employee shall keep strictly confidential Exhibit D to this Agreement, and all information provided in Exhibit D, and shall not disclose this information to any person other than governmental officials who seek such information in the course of their official duties, unless otherwise compelled by law to do so. If a person not a party to this Agreement requests or demands, by subpoena or otherwise, that the Employee disclose or produce Exhibit D, the Employee shall immediately notify the Company, identify the person or entity seeking such information, provide the Company a copy of any written request, demand, subpoena, or legal process, and shall give the Company an opportunity to respond to such notice before taking any action or making any decision in connection with such a request or subpoena.

9. The Company hereby releases, waives and discharges the Employee, his heirs, representatives, and agents from each and every lawsuit, cause of action, complaint, demand, charge or claim, of any sort, known or unknown, that the Company may have against the Employee, arising on or before the Effective Date of this Agreement. However, this release does not include any
Employee agrees never to seek employment with the Company, or to ask the Company to (a) accept services or the performance of work from him, or (b) compensate him for any such services or work, directly or indirectly, now or in the future (other than in connection with ¶ 10 of this Agreement). However, nothing in this Agreement shall affect any then existing employment relationship the Employee may have with any business that the Company acquires in the future.

12. Employee’s Counsel hereby releases the Company from any and all lawsuits, charges, causes of action or claims that were or could have been asserted in the bonding litigation, and/or any and all lawsuits, charges, causes of action or claims related to the bonding litigation. This release does not include any lawsuit, cause of action, complaint, demand, charge or claim not based upon allegedly deficient electrical bonding, nor does it include any lawsuit, cause of action, complaint, demand, charge or claim brought by Employee’s Counsel on behalf of any person other than Ian S. Johnson. In addition, this release does not include any lawsuit, cause of action, complaint, demand, charge or claim that relates to (a) claims for attorneys fees and costs in the bonding litigation; (b) representations referenced or contained in this Agreement, (c) obligations created by this Agreement, (d) alleged breaches of the obligations arising under the Protective Order entered in the bonding litigation (Exhibit C) which occur after the effective date of this Agreement, or (f) United States ex rel. Taxpayers Against Fraud and Chester Walsh...
13. The Company hereby releases Employee’s Counsel from any and all lawsuits, charges, causes of action or claims that were or could have been asserted in the bonding litigation, and/or any and all lawsuits, charges, causes of action or claims related to the bonding litigation. This release does not include any lawsuit, cause of action, complaint, demand, charge or claim not based upon allegedly deficient electrical bonding. In addition, this release does not include any lawsuit, cause of action, complaint, demand, charge or claim that relates to (a) claims for attorneys fees and costs in the bonding litigation; (b) representations referenced or contained in this Agreement, (c) obligations created by this Agreement, (d) alleged breaches of the obligations arising under the Protective Order entered in the bonding litigation (Exhibit C) which occur after the effective date of this Agreement, or (f) United States ex rel. Taxpayers Against Fraud and Chester Walsh v. General Electric Company.

14. Employee acknowledges and agrees that this Agreement, and any payments made hereunder, are not, nor are they to be construed as, an admission or evidence of any liability for any violation of any federal, state or local statute, regulation, common law, contractual or constitutional provision, executive order, military standard or specification, internal GE policy, rule, practice or procedure, or of any act or acts of discrimination or retaliation on the part of the Company.
Company expressly denies any such liability. Employee acknowledges that, by making the payment(s) set forth herein, the Company intends merely to part ways with Employee and resolve the differences which may exist between them on amicable terms. Notwithstanding the provisions in this paragraph, this Agreement may be used as evidence in any proceeding to enforce this Agreement.

15. This Agreement constitutes the entire understanding between the parties and fully supersedes, except as expressly stated herein, any and all prior agreements or understandings, whether oral or written, between the parties pertaining to the subject matter of this Agreement. The parties have not relied on any oral statements that are not included in this Agreement. Any modifications to this Agreement must be in writing and signed by the Employee and the General Counsel of GE Aircraft Engines.

16. This Agreement shall be construed, interpreted and applied in accordance with the law of the State of Ohio.

17. The following documents are exhibits to this Agreement, and are incorporated herein by reference:

A. Stipulation of Dismissal;

B. Employee Innovation and Proprietary Information Agreement, executed by the Employee on January 20, 1986;

C. The Protective Order entered in the bonding litigation; and

D. Employee disclosure statement required by paragraph 7 of the Agreement.
IAN S. JOHNSON  

DATE  

8/9/95  

HELMER, LUGBILL, MARTINS & NEFF, LPA  

DATE  

8-9-95  

GENERAL ELECTRIC COMPANY  

DATE  

Aug 6, 1995  

By: Henry A. Hubschman  
Vice President & General Counsel  
GE Aircraft Engines
STIPULATION OF DISMISSAL

Ian S. Johnson, Relator and Counterclaim Defendant, and General Electric Company, Defendant and Counterclaim Plaintiff, hereby stipulate pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure that Counts II and III of the First Amended Complaint filed by Johnson and the Counterclaim filed by General Electric Company are hereby dismissed with prejudice, all parties to bear their own costs with respect to these claims.

Respectfully submitted this ___ day of August, 1994.

James B. Helmer, Jr.
Helmer, Lugbill, Martins & Neff Co., L.P.A.
Suite 1900, Fourth & Walnut Centre
105 East 4th Street
Cincinnati, OH 45202-4008
(513) 421-2400

Attorney for Ian S. Johnson
F. Whitten Peters
WILLIAMS & CONLONLY
725 - 12th Street, N.W.
Washington, D.C. 20005
(202) 434-5000

Lawrence A. Kane, Jr. (0012711)
Mark A. Vander Laan (0013297)
DINSMORE & SHOHL
1900 Chemed Center
255 East Fifth Street
Cincinnati, Ohio 45202
(513) 977-8200

Attorneys for General Electric Company
GENERAL ELECTRIC COMPANY

Employee Innovation and Proprietary Information Agreement

(To be completed in duplicate. Duplicates: original copy to E. Records Accounting for the employee’s folder; second copy to Personnel Counsel.)

TO GENERAL ELECTRIC COMPANY:

In consideration of my employment by General Electric Company and of the salary or wages paid to me, I agree:

(a) to disclose and assign to the Company as its exclusive property, all inventions and technical or business innovations developed or conceived by me solely or jointly with others during the period of my employment, (1) that are along the lines of the businesses, work or investigations of the Company or its affiliates to which my employment relates or as to which I may receive information due to my employment, or (2) that result from or are suggested by any work which I may do for the Company or (3) that are otherwise made through the use of Company time, facilities or materials;

(b) to execute all necessary papers and otherwise provide proper assistance (at the Company’s expense), during and subsequent to my employment, to enable the Company to obtain for itself or its nominees, parents, copyrights or other legal protection for such inventions or innovations in any and all countries;

(c) to make and maintain for the Company adequate and current written records of all such inventions or innovations;

(d) upon termination of my employment to deliver to the Company promptly all items which belong to the Company or which by their nature are for the use of Company employees only, including, without limitation, all written and other materials which are of a secret * or confidential * nature relating to the business of the Company or its affiliates.

(e) not to use, publish or otherwise disclose (except as my Company duties may require), either during or subsequent to my employment, any secret or confidential information or data of the Company or any information or data of others which the Company is obligated to maintain in confidence, and

(f) not to disclose or utilize in my work with the Company any secret or confidential information of others (including any non-employees), or any inventions or innovations of my own which are not included within the scope of this agreement.

This agreement supersedes and replaces an existing agreement between the Company and me relating generally to the same subject matter. It may not be modified or terminated, in whole or part, except in writing, signed by an authorized representative of the Company. Discharge of my undertakings in this agreement shall be an obligation of my executors, administrators, or other legal representatives or assigns.

I represent that, except as stated below, I have no agreements with or obligations to others in conflict with the foregoing.

*These terms are used in the ordinary sense and do not refer to official security classifications of the United States Government.

(TYPE OR PRINT IN INK, USING FIRM PRESSURE)

Full Name: Samuel C. Johnson

Social Security No.:

Component: AEC (A)

Location:

(Signed) (Employee’s signature; to include employee’s first name in full)

Position:

(Date) 20 Jan 1926

Counterpart: Company Representative

Authorised by: Department General Manager

(Required only when this agreement supersedes prior agreement)

The following are the only agreements to which I am a party, which may be in conflict with the obligations undertaken above:

_________________________
PROTECTIVE ORDER

1. This qui tam action alleges that the General Electric Company ("GE") submitted false claims to the United States in connection with the electrical bonding and EMI testing of certain jet engines sold to the United States.

2. The United States had initiated a parallel investigation to determine whether GE and certain of its employees engaged in conduct that could give rise to criminal, civil and/or administrative liability in connection with the electrical bonding and EMI testing of certain jet engines sold to the United States and commercial customers ("the electrical bonding/EMI investigation").

3. In furtherance of the electrical bonding/EMI investigation, the U.S. Department of Defense Inspector General ("IG") served IG subpoenas on GE and other corporate entities for production of certain records the IG believes are relevant to the electrical bonding/EMI investigation ("IG subpoenas").
4. After due consideration of the Motion of Defendant General Electric Company for Protective Order Covering Documents Produced In This Litigation and of the Responses and Objections thereto, to facilitate document discovery in this qui tam action and the production of records requested in IG subpoenas, and to protect the interests of the United States, GE and other corporate entities and individuals, in the confidentiality of proprietary or other sensitive information contained in certain records,

IT IS THIS 2ND DAY OF NOVEMBER, 1994, HEREBY ORDERED AS FOLLOWS:

5. Protected Material. Non-public trade secret or other confidential research, development, or commercial information in any form which is produced by any party or by any other corporate entities or individuals in compliance with discovery requests in this qui tam action or in compliance with IG subpoenas issued in furtherance of the electrical bonding/EMI investigation ("producing entities"), and which is designated by the producing entity as information to be protected by this Order, is referred to hereinafter as "Protected Material." Said information shall be deemed Protected Material when designated in the manner described in this Order. Apart from the above, information, in any form, which the United States obtains in connection with the United States' ongoing contractual relationship with GE or other corporate entities, or in connection with the United States' administrative, regulatory, or safety responsibilities or
functions, shall not be deemed "Protected Material" subject to this order. However, any such information will remain subject to any applicable statutes, Executive Orders, rules, and regulations relating to the receipt and use of financial, trade secret and competitively sensitive information. Documents obtained by Ian Johnson outside the formal discovery process of this case are not covered by this order.

6. **Marking Protected Material.** Any producing entity may designate Protected Material by stamping or labeling (or causing the stamping or labeling of) such record as "Protected Material" on each page of each record. The producing entity shall use its best efforts to mark or cause the marking of "Protected Material" at or before the time of production. Upon the designation of any documents as Protected Material, all copies of such documents then or anytime thereafter in the possession or control of any party to this Order, received through discovery or a judicial order, shall be subject to the provisions of this Order.

7. **Production of Original Records; Errors.** If the producing entity provides access to original records for inspection and copying, no markings need be made on such original records so long as the producing entity segregates or otherwise identifies the Protected Material, advises the party seeking production of the confidential nature of such material, and marks copies as "Protected Material" when produced. The parties recognize that records may be designated erroneously as Protected Material or erroneously released without required markings.
Accordingly, any producing entity may correct a Protected Material designation or lack thereof: (a) regarding records produced in compliance with an IG subpoena at any time so long as there is no prejudice to the United States; and (b) regarding records produced in compliance with discovery requests in this *qui tam* action, before the close of discovery so long as there is no prejudice to any party. Counsel, in making such a correction, shall furnish a revised copy of the record(s) for which there is a change in designation, at the sole expense of such counsel, and shall be provided, in return, with all copies of the incorrectly designated record(s).

8. **Restrictions in Use; Storage.** Protected Material subject to this Order, including material produced in compliance with discovery requests in this *qui tam* action or in compliance with IG subpoenas issued in furtherance of the electrical bonding/EMI investigation, may not be disclosed except as permitted by this Order. All counsel and agents of the parties shall secure such Protected Material in their possession in a manner sufficient to protect it against unauthorized use or disclosure.

9. **Disclosure of Protected Material—General.** Protected Material, copies thereof, and notes made therefrom, may be disclosed by a person receiving such Material only to:
   a. Counsel of record in this *qui tam* action;
   b. the support staff of such counsel;
   c. the plaintiff, relator, defendant and their officers, agents and employees;
d. the Court, Court personnel, and court reporters taking depositions;

e. persons retained by any party to furnish expert services, advice or testimony or to provide any other assistance in this action (and their employees); and

f. with respect to a specific item of Protected Material, such material may be shown (but not given) to any actual or potential witness.


Notwithstanding the limitations on disclosure set forth in paragraph 9, Protected Material, copies thereof, and notes made therefrom, may also be disclosed by the United States in connection with or in furtherance of (1) the electrical bonding/EMI investigation, (2) the United States' safety, regulatory or law enforcement responsibilities, (3) any criminal, civil, administrative or contractual proceeding or function, or (4) any matter as to which Protected Material is or may be material within the lawful jurisdiction of a federal agency; provided, however, that all agencies or persons receiving Protected Material maintain its protected status by handling such Material in accordance with the terms of this Order or under equivalent procedures that will maintain the confidentiality of Protected Material.

11. Procedure for Making Disclosures. Persons to whom Protected Material is disclosed are subject to this Order. Any persons to whom disclosure of Protected Material is pursuant to this Order, other than Court personnel, shall first be advised by the attorney or agent making the disclosure that such person may
disclose or use any such Protected Material only as set forth in this Order and may not disclose or use such Material for any other purpose. Counsel for each party shall maintain a list of the names of all persons, other than court personnel, or employees of the Executive Branch of the United States Government, to whom disclosure of Protected Material is made. Such list shall be made available only upon order of the Court upon a showing of good cause. Prior to making disclosure of Protected Material to expert witnesses or consultants, other than employees of the United States, the attorney or the attorney's agent making the disclosure shall obtain from each such person (and each employee of such person who will have access to Protected Material) a declaration in the form attached hereto, stating that such person has read the Protective Order and agrees to be bound by it. Such declaration shall be maintained in the possession of the attorney securing the declaration until further order of the Court.

12. Disclosure to Competitors of GE. Notwithstanding any other provisions of this Order, no Protected Material designated by GE shall be disclosed to any current employee, officer, director or representative of a competitor of General Electric Aircraft Engines (as identified in Exhibit A hereto), without either the prior written approval of GE or further order of this Court. The United States may make an ex parte application to the Court for such an order. Thereafter the Court shall determine the form and timing of any notice to be given of the application
and order. The United States or relator may make disclosure of Protected Material to a current employee, officer, director or representative of a competitor of General Electric Aircraft Engines without prior written approval of GE or further order of this Court if the current employee, officer, director or representative of the competitor is a former GE employee who authored, used or maintained the Protected Material in his/her capacity as a GE employee.

13. Disclosures of Competitors' Information to GE.
Notwithstanding any other provision of this Order, no Protected Material designated by a third-party to this litigation shall be disclosed to any current employee, officer, director or representative of General Electric Aircraft Engines, other than outside counsel for General Electric, their staff, and expert witnesses, without either the prior written approval of such third-party, or further order of this Court; provided, however, that no such prior approval or order is required if the person to whom disclosure is to be made is a former employee of the third-party who authored, used, or maintained the Protected Material in his/her capacity as an employee of that third-party.

14. Use of Protected Material in Filings. In the event that Protected Material is included with or in any way disclosed by any paper filed with the court, such Protected Material shall be clearly marked, shall be filed in a sealed envelope containing the caption of the case, the name of the pleading, the name of the party filing the document, and words to the effect "Filed
Under Seal Pursuant to Protective Order." Any such filing shall thereafter be kept under seal by the Clerk until further order of the Court.

15. Use of Protected Material in Depositions and Transcripts. If a question arising at a deposition contains or refers to Protected Material, or calls for an answer containing or referring to Protected Material, or if testimony relates to Protected Material, counsel with an interest in protecting such material shall, either at the time of the testimony, or within ten (10) days after receipt of a draft transcript thereof (including ASCII diskettes), notify all counsel of record in writing that information in such transcript is considered Protected Material and shall designate specific portions of the transcript of such testimony as Protected Material. All transcripts shall be deemed to be Protected Material until the time for designation set forth in this paragraph has expired. Arrangements shall be made with any court reporters taking and transcribing depositions to separately bind portions of the transcripts containing Protected Material, and to label such portions appropriately.

16. Objections to Designations of Protected Material. Any party may object at any time to the designation of any record or information as Protected Material by notifying all counsel of the objection in writing, stating the basis for the objection. The party designating the records as Protected Material then shall have the burden to file a motion for a protective order with the
Court within fifteen (15) business days of receipt of such objection. The Protected Material shall be kept confidential in accordance with the terms of this Order pending a ruling on the objection and motion. The burden of showing that there is good cause for the designation under this Protective Order shall remain with the party making such designation.

17. **Modification of this Order.** Nothing contained in this Order, nor any action taken in compliance with it, shall (a) operate as an admission or assertion by any party that any particular record or information is, or is not, properly designated as "Protected Material"; (b) prejudice in any way the right of any party to seek a Court determination of whether or not a record or information should remain confidential and subject to the terms of this Protective Order; or (c) prejudice in any way the right of any party to seek an order changing any time period stated herein. Any party may ask the Court to grant relief from or modify any provision of this Order.

18. **Return of Protected Material.** Within ninety (90) days after final termination of this *qui tam* action, including any associated appeals, the final termination of the investigation of these allegations including all court proceedings, trials and appeals, or the final termination of the routine uses set forth in paragraph 9 herein, whichever comes last, all Protected Material shall be returned to counsel for the party producing the record. All attorney notes or attorney work product incorporating information from Protected Material will be
destroyed or will thereafter be maintained by counsel in accordance with the terms of this Order. The United States Department of Justice may, however, keep one set of Protected Material for its official use subject, however, to observance of the terms of this Order.

19. Use of Protected Material in Court Proceedings. If a party anticipates the need to use Protected Material at a hearing or trial, that party shall give prior notice to the Court and to all other counsel of that need.

20. Privileges. Nothing herein constitutes or may be interpreted as a waiver by any party of the attorney-client privilege, attorney work product protection, or any other privilege.

21. Classified Material. This Protective Order does not apply to the production of classified material, which shall be produced only as permitted by law and regulation.

22. Dissemination of Protected Material to Persons Not Covered by This Order. If any party desires to make Protected Material available to any person other than for the purposes enumerated above, such party shall notify all parties in writing (served by facsimile or express mail) of the material involved and the person to whom disclosure is proposed. If no written objection to such disclosure stating the reasons therefore is made within ten (10) business days of such notice, then the proposed disclosure may be made. If there is objection to such disclosure, disclosure may be made only on such terms as the
Court may order. If any party other than the United States is served with a subpoena for the production of Protected Material, the party shall give notice to all other parties before disclosing such material.

[Signature]
United States District Judge
EXHIBIT A TO STIPULATED PROTECTIVE ORDER

Allied Signal Engines (Garrett)
- Allison Engines
- ASEA Brown Boveri
- AO Aviadvigatel
- BMW Rolls-Royce
- Eurojet
- IHI
- International Aero Engines
- LHTEC
- Mitsubishi
- MTU (McLaren Tubinen Union)
- Pratt & Whitney
- Pratt & Whitney Canada
- Pratt & Whitney Turbo Power and Machine
- Rolls-Royce
- Rolls-Royce Turbomeca
- Saturn
- Siemens KWU
- SNECMA
- Solar Turbines
- Textron Lycoming
- Turbo-Unin
- Westinghouse Corp.
- Williams Rolls-Royce
- ZMKB Progress
DECLARATION AND NONDISCLOSURE AGREEMENT

I, _______________ [name], hereby certify that:

1. My present employer is: ____________________________

2. My business address is: ____________________________

3. My present occupation or job description is: ____________________________

4. I have received a copy of the Protective Order entered by the Court in connection with the above-captioned matter.

5. I have carefully read and understand the provisions of the Protective Order.

6. I certify that I am eligible to have access to Protected Material (as defined in the Protective Order) under the terms of that Order.

7. I will comply with all of the provisions of the Protective Order.

8. I will hold all Protected Material and any duplicates, notes, abstracts, or summaries thereof in confidence, will not disclose such information to anyone not specifically
entitled to access under the Protective Order and will use the information solely for the limited purposes set forth in this Order and not for any business or any other purpose.

9. I understand and agree that, at the earlier of the conclusion of the limited purposes for which disclosure of Protected Material was made under this Protective Order or the time that I become ineligible under the Protective Order to have access to Protected Material, I will return all Protected Material, any copies thereof, notes, abstracts or summaries thereof, whether prepared by me or anyone else, to counsel for the party who gave the Protected Material to me.

10. I further acknowledge and agree that, as a condition of receiving Protected Material, I will subject myself to the jurisdiction and authority of the United States District Court for the Southern District of Ohio with respect to all matters relating to the enforcement of or compliance with such Order.

Pursuant to the provisions of 28 U.S.C. § 1746, I swear under penalty of perjury that the foregoing is true and correct.

Executed on ______________________ [date].

______________________________
Name