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RICHARD W. HAST
CLERK OF COURT

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U.S. DISTRICT COURT
SOUTHERN DIST. OHIO
EAST. DIV. COLUMBUS

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

UNITED STATES OF AMERICA,

v.

SK ENERGY CO., LTD.,

Defendant.

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CRIMINAL NO.

(Sherman Act Conspiracy,
15 U.S.C. § 1)

2 : 18 cr 239

Judge Sargus

PLEA AGREEMENT

The United States of America and SK Energy Co., Ltd. ("defendant"), a corporation organized and existing under the laws of the Republic of Korea ("Korea"), hereby enter into the following Plea Agreement pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure:

RIGHTS OF DEFENDANT

1. Defendant understands its rights:
 - (a) to be represented by an attorney;
 - (b) to be charged by indictment;
 - (c) to plead not guilty to any criminal charge brought against it;
 - (d) to have a trial by jury, at which it would be presumed not guilty of the charge and the United States would have to prove every essential element of the charged offense beyond a reasonable doubt for it to be found guilty;

(e) to confront and cross-examine witnesses against it and to subpoena witnesses in its defense at trial;

(f) to appeal its conviction if it is found guilty; and

(g) to appeal the imposition of sentence against it.

**AGREEMENT TO PLEAD GUILTY
AND WAIVE CERTAIN RIGHTS**

2. Defendant knowingly and voluntarily waives:

(a) the rights set out in subparagraphs 1(b)-(e) above;

(b) any right it might have as a corporation organized and existing under the laws of Korea to decline to accept service of the Summons in this case;

(c) any right it might have as a corporation organized and existing under the laws of Korea to contest that the United States District Court for the Southern District of Ohio has jurisdiction over it for purposes of this case;

(d) the right to file any appeal or collateral attack that challenges its conviction, including but not limited to any appeal or collateral attack raising any argument that (1) the statute to which it is pleading guilty is unconstitutional or (2) the admitted conduct does not fall within the scope of statute; and the right to file any appeal or collateral attack, including but not limited to an appeal under 18 U.S.C. § 3742, that challenges the sentence imposed by the Court if that sentence is consistent with or below the recommended sentence in Paragraph 9 of this Plea Agreement, regardless of how the sentence is determined by the Court. For purposes of the waiver of appeal, the sentence imposed is deemed consistent with or below the recommended sentence in Paragraph 9 even if the sentence imposed includes a

term of probation if it is otherwise consistent with or below the recommended sentence in Paragraph 9, unless the length of the term of probation exceeds the length authorized by 18 U.S.C. § 3561(c). This agreement does not affect the rights or obligations of the United States as set forth in 18 U.S.C. § 3742(b) or (c).

Nothing in this paragraph, however, will act as a bar to defendant perfecting any legal remedies it may otherwise have on appeal or collateral attack respecting claims of ineffective assistance of counsel or prosecutorial misconduct. Defendant agrees that there is currently no known evidence of ineffective assistance of counsel or prosecutorial misconduct. Pursuant to Fed. R. Crim. P. 7(b), defendant will waive indictment and plead guilty to a one-count Information to be filed in the United States District Court for the Southern District of Ohio. The Information will charge defendant with participating in a combination and conspiracy beginning at least in or around March 2005 and continuing until at least in or around October 2016, to suppress and eliminate competition on certain contracts solicited by the United States Department of Defense to supply fuel to numerous U.S. Army, Navy, Marine, and Air Force installations in Korea (collectively "United States Forces Korea," or "USFK"), including Posts, Camps & Stations ("PC&S") contracts, in violation of the Sherman Antitrust Act, 15 U.S.C. § 1.

3. Defendant will plead guilty to the criminal charge described in Paragraph 2 above pursuant to the terms of this Plea Agreement and will make a factual admission of guilt to the Court in accordance with Fed. R. Crim. P. 11, as set forth in Paragraph 4 below.

FACTUAL BASIS FOR OFFENSE CHARGED

4. Had this case gone to trial, the United States would have presented evidence sufficient to prove the following facts:

(a) For purposes of this Plea Agreement, the “relevant period” is that period beginning at least in or around March 2005 and continuing until at least in or around October 2016. During the relevant period, defendant was a corporation organized and existing under the laws of Korea. Defendant had its principal place of business in Seoul, Korea. During the relevant period, defendant bid on certain USFK fuel supply contracts, including PC&S contracts solicited by the Defense Logistics Agency (“DLA”), and contracts solicited by the Army and Air Force Exchange Service (“AAFES”). Both DLA and AAFES are agencies of the United States Department of Defense. Defendant’s combined sales to the United States Department of Defense for services rendered under USFK fuel supply contracts awarded in 2006, 2008, and 2009 totaled approximately \$262,144,505.

(b) During the relevant period, defendant, through its employees, including individuals with substantial authority within the company, participated in a continuing agreement, understanding, and concert of action among major petroleum and refinery companies and their agents in Korea, the substantial terms of which were to suppress and eliminate competition by agreeing to allocate the supply volume of, fix prices of, and submit artificially-determined, non-competitive, inflated bids and to refrain from bidding for certain USFK fuel supply contracts, including PC&S contracts and the 2008 AAFES contract. The objective of the conspiracy was to be awarded certain USFK fuel supply

contracts and receive payments from agencies of the United States Department of Defense at non-competitive, inflated prices for the duration of the contracts. In furtherance of the conspiracy, defendant, through its employees, engaged in discussions and attended meetings with representatives of other major petroleum and refinery companies and their agents in Korea. During some of these discussions and meetings, agreements were reached to, among other things: (1) fix the price or price levels that defendant and its co-conspirators would bid for certain PC&S line items in advance of the submission of bids; (2) designate which co-conspirator would be the winning bidder for certain PC&S line items in advance of the submission of bids; (3) submit or cause to be submitted to an agency of the United States Department of Defense "bogus," intentionally losing bids for certain PC&S line items or to refrain from bidding; and (4) cause a potential bidder not to bid on the 2008 AAFES contract.

(c) During the relevant period, defendant and its co-conspirators sold to DLA and AAFES fuel and fuel supply services for use at U.S. military bases. The charged combination and conspiracy involved U.S. import trade or commerce in fuel and fuel supply services. Pursuant to fuel service contracts, including PC&S and AAFES contracts, defendant and its co-conspirators delivered fuel to USFK installations. The charged combination and conspiracy had a direct, substantial, and reasonably foreseeable effect on U.S. interstate and import trade and commerce in fuel and fuel supply services and on U.S. interstate commerce and that effect, in part, gives rise to this charge.

(d) During the relevant period, the charged combination and conspiracy had a substantial and intended effect in the United States. For example, the charged combination and conspiracy caused United States Department of Defense agencies

located within the Southern District of Ohio to transfer U.S. dollars to the Korean bank accounts of defendant and its co-conspirators. The charged combination and conspiracy also caused United States Department of Defense agencies to pay non-competitive prices for fuel and fuel supply services for use at U.S. military bases.

(e) During the relevant period, the business activities of defendant and its co-conspirators in connection with USFK fuel supply contracts were within the flow of, and substantially affected, commerce among the states and with foreign nations.

(f) Acts in furtherance of this conspiracy were carried out in part within the Southern District of Ohio. For example, defendant and its co-conspirators submitted invoices for payment that reflected the inflated prices caused by the conspiracy which were received by the Defense Finance Accounting Service in Columbus, Ohio, which then issued inflated wire payments to defendant's and its co-conspirators' bank accounts overseas.

ELEMENTS OF THE OFFENSE

5. The elements of the charged offense are that:

(a) two or more people conspired or agreed to fix prices, rig bids, and allocate markets in violation of 15 U.S.C. § 1:

(b) defendant knowingly and voluntarily became a member of the conspiracy;
and

(c) the conspiracy described in the Information either substantially affected interstate commerce in goods or services or occurred within the flow of interstate commerce in goods and services.

POSSIBLE MAXIMUM SENTENCE

6. Defendant understands that the statutory maximum penalty which may be imposed against it upon conviction for a violation of Section One of the Sherman Antitrust Act is a fine in an amount equal to the greatest of:

(a) \$100 million (15 U.S.C. § 1);

(b) twice the gross pecuniary gain the conspirators derived from the crime (18 U.S.C. § 3571(e) and (d)); or

(c) twice the gross pecuniary loss caused to the victims of the crime by the conspirators (18 U.S.C. § 3571(e) and (d)).

7. In addition, defendant understands that:

(a) pursuant to §8D1.2(a)(1) of the United States Sentencing Guidelines ("U.S.S.G." "Sentencing Guidelines," or "Guidelines") or 18 U.S.C. § 3561(c)(1), the Court may impose a term of probation of at least one year, but not more than five years, and if defendant violates any condition of probation, the Court may, pursuant to 18 U.S.C. § 3565, (i) continue defendant on probation, with or without extending the term or modifying or enlarging the conditions or (ii) revoke the sentence of probation and resentence defendant;

(b) pursuant to U.S.S.G. §8B1.1 or 18 U.S.C. § 3563(b)(2) or 3663(a)(3), the Court may order it to pay restitution to the victims of the offense; and

(c) pursuant to 18 U.S.C. § 3013(a)(2)(B), the Court is required to order defendant to pay a \$400 special assessment upon conviction for the charged crime.

SENTENCING GUIDELINES

8. Defendant understands that the Sentencing Guidelines are advisory, not mandatory, but that the Court must consider, in determining and imposing the sentence, the Guidelines Manual in effect on the date of sentencing unless that Manual provides for greater punishment than the Manual in effect on the last date that the offense of conviction was committed, in which case the Court must consider the Guidelines Manual in effect on the last date that the offense of conviction was committed. The parties agree there is no *ex post facto* issue under the November 2016 Guidelines Manual. The Court must also consider the other factors set forth in 18 U.S.C. § 3553(a) in determining and imposing sentence. Defendant understands that the Court will make Guidelines determinations by applying a standard of preponderance of the evidence. Defendant understands that, although the Court is not ultimately bound to impose a sentence within the applicable Guidelines range, its sentence must be reasonable based upon consideration of all relevant sentencing factors set forth in 18 U.S.C. § 3553(a).

SENTENCING AGREEMENT

9. Pursuant to Fed. R. Crim. P. 11(c)(1)(C) and subject to the full, truthful, and continuing cooperation of defendant and its related entities, as defined in Paragraph 13 of this Plea Agreement, the United States and defendant agree that the appropriate disposition of this case is, and agree to recommend jointly that the Court impose, a sentence requiring defendant to pay to the United States a criminal fine of \$34,078,785 payable in full before the thirtieth (30th) day after the date of judgment, and no order of restitution ("the recommended sentence"). The United States and defendant request that interest on the criminal fine that would accrue between

the fifteenth (15th) day and the thirtieth (30th) day following the date of judgment be waived. The parties agree that there exists no aggravating or mitigating circumstance of a kind, or to a degree, not adequately taken into consideration by the U.S. Sentencing Commission in formulating the Sentencing Guidelines justifying a departure pursuant to U.S.S.G. §5K2.0. The parties agree not to seek at the sentencing hearing any sentence outside of the Guidelines range nor any Guidelines adjustment for any reason that is not set forth in this Plea Agreement. The parties further agree that the recommended sentence set forth in this Plea Agreement is reasonable.

(a) Defendant understands that the Court will order it to pay a \$400 special assessment, pursuant to 18 U.S.C. § 3013(a)(2)(B), in addition to any fine imposed.

(b) In light of the availability of civil causes of action, which potentially provide for a recovery of a multiple of actual damages, the recommended sentence does not include a restitution order for the offense charged in the Information.

(c) Both parties will recommend that no term of probation be imposed, but defendant understands that the Court's denial of this request will not void this Plea Agreement.

(d) The United States and defendant jointly submit that this Plea Agreement, together with the record that will be created by the United States and defendant at the plea and sentencing hearings, and the further disclosure described in Paragraph 11, will provide sufficient information concerning defendant, the crime charged in this case, and defendant's role in the crime to enable the meaningful exercise of sentencing authority by the Court under 18 U.S.C. § 3553. The United States and defendant agree to request jointly that the Court accept defendant's guilty plea and impose sentence on an expedited schedule as early as the date of arraignment, based upon the record provided by

defendant and the United States, under the provisions of Fed. R. Crim. P. 32(c)(1)(A)(ii) and U.S.S.G. §6A1.1. The Court's denial of the request to impose sentence on an expedited schedule will not void this Plea Agreement.

10. The United States and defendant agree that the applicable Guidelines fine range exceeds the fine contained in the recommended sentence set out in Paragraph 9 above. Subject to the full, truthful, and continuing cooperation of defendant and its related entities as defined in Paragraph 13 of this Plea Agreement, and prior to sentencing in this case, the United States agrees that it will make a motion, pursuant to U.S.S.G. §8C4.1, for a downward departure from the Guidelines fine range in this case and will request that the Court impose the fine contained in the recommended sentence set out in Paragraph 9 of this Plea Agreement because of defendant's and its related entities' substantial assistance in the government's investigation and prosecutions of violations of federal criminal law related to the supply of fuel to the United States military in Korea.

11. Subject to the full, truthful, and continuing cooperation of defendant and its related entities, as defined in Paragraph 13 of this Plea Agreement, and prior to sentencing in this case, the United States will fully advise the Court and the Probation Office of the fact, manner, and extent of defendant's and its related entities' cooperation and their commitment to prospective cooperation with the United States' investigation and prosecutions, all material facts relating to defendant's involvement in the charged offense, and all other relevant conduct.

12. The United States and defendant understand that the Court retains complete discretion to accept or reject the recommended sentence provided for in Paragraph 9 of this Plea Agreement.

(a) If the Court does not accept the recommended sentence, the United States and defendant agree that this Plea Agreement, except for subparagraph 12(b) below, will be rendered void.

(b) If the Court does not accept the recommended sentence, defendant will be free to withdraw its guilty plea (Fed. R. Crim. P. 11(c)(5) and (d)). If defendant withdraws its plea of guilty, this Plea Agreement, the guilty plea, and any statement made in the course of any proceedings under Fed. R. Crim. P. 11 regarding the guilty plea or this Plea Agreement or made in the course of plea discussions with an attorney for the government will not be admissible against defendant in any criminal or civil proceeding, except as otherwise provided in Fed. R. Evid. 410. In addition, defendant agrees that, if it withdraws its guilty plea pursuant to this subparagraph of this Plea Agreement, the statute of limitations period for any offense referred to in Paragraph 15 of this Plea Agreement will be tolled for the period between the date of the signature of this Plea Agreement and the date defendant withdrew its guilty plea or for a period of sixty (60) days after the date of the signature of this Plea Agreement, whichever period is greater.

DEFENDANT'S COOPERATION

13. Defendant and its related entities will cooperate fully and truthfully with the United States in the prosecution of this case, the current federal criminal investigation of violations of federal antitrust and related criminal laws involving fuel supply services to the United States military in Korea, any federal criminal investigation resulting therefrom, and any criminal litigation or proceedings arising or resulting from any such investigation to which the United States is a party (collectively "Federal Proceeding"). Federal Proceeding includes, but is not limited to, a criminal investigation, prosecution, litigation, or other proceeding regarding

obstruction of, the making of a false statement or declaration in, the commission of perjury or subornation of perjury in, the commission of contempt in, or conspiracy to commit such offenses in, a Federal Proceeding. Defendant's related entities for purposes of this Plea Agreement are SK Holdings Co., Ltd., SK Innovation Co., Ltd, SK Trading International Co., Ltd., SK Energy International Pte. Ltd., SK Energy Americas, Inc., and SK USA, Inc. and all entities in which defendant had a greater than 50% ownership interest in as of the date of signature of this Plea Agreement. The full, truthful, and continuing cooperation of defendant and its related entities will include, but not be limited to:

(a) producing to the United States all documents, information, and other materials, wherever located, not protected under the attorney-client privilege or the work product doctrine (and with translations into English), in the possession, custody, or control of defendant or any of its related entities, that are requested by the United States in connection with any Federal Proceeding; and

(b) using its best efforts to secure the full, truthful, and continuing cooperation, as defined in Paragraph 14 of this Plea Agreement, of the current and former directors, officers, and employees of defendant and its related entities, and the individuals listed in Paragraph 2 of Attachment A filed under seal, as may be requested by the United States, except that the cooperation requirements of this subparagraph and Paragraph 14 do not apply to the individuals listed in Paragraph 1 of Attachment A filed under seal. Such efforts will include, but not be limited to, making these persons available in the United States and at other mutually agreed-upon locations at defendant's expense for interviews and the provision of testimony in grand jury, trial, and other judicial proceedings in connection with any Federal Proceeding. Current directors, officers, and

employees are defined for purposes of this Plea Agreement as individuals who are directors, officers, or employees of defendant or any of its related entities as of the date of signature of this Plea Agreement.

14. The full, truthful, and continuing cooperation of the current directors, officers, and employees of defendant and its related entities will be subject to the procedures and protections of this paragraph, and will include, but not be limited to:

(a) producing in the United States and at other mutually agreed-upon locations all documents, including claimed personal documents, and other materials, wherever located, not protected under the attorney-client privilege or the work product doctrine (and with translations into English), that are requested by attorneys and agents of the United States in connection with any Federal Proceeding;

(b) making himself or herself available for interviews in the United States and at other mutually agreed-upon locations, not at the expense of the United States, upon the request of attorneys and agents of the United States in connection with any Federal Proceeding

(c) responding fully and truthfully to all inquiries of the United States in connection with any Federal Proceeding, without falsely implicating any person or intentionally withholding any information, subject to the penalties of making a false statement or declaration (18 U.S.C. §§ 1001, 1623), obstruction of justice (18 U.S.C. § 1503, *et seq.*), or conspiracy to commit such offenses;

(d) otherwise voluntarily providing the United States with any material or information not requested in (a) - (c) of this paragraph and not protected under the

attorney-client privilege or work-product doctrine that he or she may have that is related to any Federal Proceeding;

(e) when called upon to do so by the United States in connection with any Federal Proceeding, testifying in grand jury, trial, and other judicial proceedings in the United States fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making a false statement or declaration in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402), and obstruction of justice (18 U.S.C. § 1503, *et seq.*); and

(f) agreeing that, if the agreement not to prosecute him or her in this Plea Agreement is rendered void under subparagraph 16(c), the statute of limitations period for any Relevant Offense, as defined in subparagraph 16(a), will be tolled as to him or her for the period between the date of signature of this Plea Agreement and six (6) months after the date that the United States gave notice of its intent to void its obligations to that person under this Plea Agreement.

This Paragraph 14 does not apply to the individuals listed in Paragraph 1 of Attachment A filed under seal, regardless of their employment status, or to any former director, officer, or employee of defendant or its related entities.

GOVERNMENT'S AGREEMENT

15. Subject to the full, truthful, and continuing cooperation of defendant and its related entities, as defined in Paragraph 13 of this Plea Agreement, and upon the Court's acceptance of the guilty plea called for by this Plea Agreement and the imposition of the recommended sentence, the United States agrees that it will not bring further criminal charges against defendant or any of its related entities for any act or offense committed before the date of

signature of this Plea Agreement that was undertaken in furtherance of an attempted or completed antitrust conspiracy involving PC&S and/or AAFES USFK fuel supply contracts. Subject to the full, truthful, and continuing cooperation of defendant and its related entities, as defined in Paragraph 13 of this Plea Agreement, and upon the Court's acceptance of the guilty plea called for by this Plea Agreement and the imposition of the recommended sentence, the United States agrees that it will not bring any criminal charge against defendant or any of its related entities based solely or in part on any actions or the efforts of Co-Conspirator 1 to attempt to conceal the conspiracy in or around 2014 by knowingly using threats, intimidation, and corruptly persuading a witness to withhold testimony from an official proceeding, with the intent to hinder, delay, and prevent the communication to a law enforcement officer of the United States of information relating to the charged conduct. Subject to the limitations of the preceding sentence, the nonprosecution terms of this paragraph do not apply to (a) any acts of subornation of perjury (18 U.S.C. § 1622), making a false statement (18 U.S.C. § 1001), obstruction of justice (18 U.S.C. § 1503, *et seq.*), contempt (18 U.S.C. §§ 401-402), or conspiracy to commit such offenses; (b) civil matters of any kind; (c) any violation of the federal tax or securities laws or conspiracy to commit such offenses; or (d) any crime of violence.

16. The United States agrees to the following:

(a) Upon the Court's acceptance of the guilty plea called for by this Plea Agreement and the imposition of the recommended sentence and subject to the exceptions noted in subparagraph 16(c), the United States agrees that it will not bring criminal charges against any current director, officer, or employee of defendant or its related entities, or any individual listed in Paragraph 2 of Attachment A filed under seal, for any act or offense committed before the date of signature of this Plea Agreement and

while that person was acting as a director, officer, or employee of defendant or its related entities that was undertaken in furtherance of an attempted or completed antitrust conspiracy involving PC&S and/or AAFES USFK fuel supply contracts ("Relevant Offense"), except that the protections granted in this paragraph do not apply to the individuals listed in Paragraph 1 of Attachment A filed under seal;

(b) Should the United States determine that any current director, officer, or employee of defendant or its related entities, or any individual listed in Paragraph 2 of Attachment A, may have information relevant to any Federal Proceeding, the United States may request that person's cooperation under the terms of this Plea Agreement by written request delivered to counsel for the individual (with a copy to the undersigned counsel for defendant) or, if the individual is not known by the United States to be represented, to the undersigned counsel for defendant;

(c) If any person requested to provide cooperation under subparagraph 16(b) fails to comply fully with his or her obligations under Paragraph 14, then the terms of this Plea Agreement as they pertain to that person and the agreement not to prosecute that person granted in this Plea Agreement will be rendered void, and the United States may prosecute such person criminally for any federal crime of which the United States has knowledge, including, but not limited to any Relevant Offense;

(d) Except as provided in subparagraph 16(e), information provided by a person described in subparagraph 16(b) to the United States under the terms of this Plea Agreement pertaining to any Relevant Offense, or any information directly or indirectly derived from that information, may not be used against that person in a criminal case, except in a prosecution for perjury or subornation of perjury (18 U.S.C. §§ 1621-22),

making a false statement or declaration (18 U.S.C. §§ 1001, 1623), obstruction of justice for conduct other than that of Co-Conspirator 1 described in Paragraph 15 (18 U.S.C. § 1503, *et seq.*), contempt (18 U.S.C. §§ 401-402), or conspiracy to commit such offenses;

(e) If any person who provides information to the United States under this Plea Agreement fails to comply fully with his or her obligations under Paragraph 14 of this Plea Agreement, the agreement in subparagraph 16(d) not to use that information or any information directly or indirectly derived from it against that person in a criminal case will be rendered void;

(f) The nonprosecution terms of this paragraph do not apply to civil matters of any kind; any violation of the federal tax or securities laws or conspiracy to commit such offenses; any crime of violence; or perjury or subornation of perjury (18 U.S.C. §§ 1621-22), making a false statement or declaration (18 U.S.C. §§ 1001, 1623), obstruction of justice for conduct other than that of Co-Conspirator 1 described in Paragraph 15 (18 U.S.C. § 1503, *et seq.*), contempt (18 U.S.C. §§ 401-402), or conspiracy to commit such offenses; and

(g) Documents provided under subparagraphs 13(a) and 14(a) will be deemed responsive to outstanding grand jury subpoenas issued to defendant or any of its related entities.

17. The United States agrees that when any person travels to the United States for interviews, grand jury appearances, or court appearances pursuant to this Plea Agreement, or for meetings with counsel in preparation therefor, the United States will take no action, based upon any Relevant Offense or the conduct of Co-Conspirator 1 described in Paragraph 15, to subject

such person to arrest, detention, or service of process, or to prevent such person from departing the United States. This paragraph does not apply to an individual's commission of perjury or subornation of perjury (18 U.S.C. §§ 1621-22), making a false statement or declaration (18 U.S.C. §§ 1001, 1623), obstruction of justice (18 U.S.C. § 1503, *et seq.*), contempt (18 U.S.C. §§ 401-402), or conspiracy to commit such offenses.

18. Defendant understands that it may be subject to suspension or debarment action by state or federal agencies other than the United States Department of Justice, Antitrust Division, based upon the conviction resulting from this Plea Agreement, and that this Plea Agreement in no way controls what action, if any, other agencies may take. However, the Antitrust Division agrees that, if requested, it will advise the appropriate officials of any governmental agency considering such action of the fact, manner, and extent of the cooperation of defendant and its related entities as a matter for that agency to consider before determining what action, if any, to take. Defendant nevertheless affirms that it wants to plead guilty regardless of any suspension or debarment consequences of its plea.

REPRESENTATION BY COUNSEL

19. Defendant has been represented by counsel and is fully satisfied that its attorneys have provided competent legal representation. Defendant has thoroughly reviewed this Plea Agreement and acknowledges that counsel has advised it of the nature of the charge, any possible defenses to the charge, and the nature and range of possible sentences.

VOLUNTARY PLEA

20. Defendant's decision to enter into this Plea Agreement and to tender a plea of guilty is freely and voluntarily made and is not the result of force, threats, assurances, promises, or representations other than the representations contained in this Plea Agreement. The United

States has made no promises or representations to defendant as to whether the Court will accept or reject the recommendations contained within this Plea Agreement.

VIOLATION OF PLEA AGREEMENT

21. Defendant agrees that, should the United States determine in good faith, during the period that any Federal Proceeding is pending, that defendant or any of its related entities has failed to provide full, truthful, and continuing cooperation, as defined in Paragraph 13 of this Plea Agreement, or has otherwise violated any provision of this Plea Agreement except for the conditions of probation, violations which are subject to 18 U.S.C. § 3565, the United States will notify counsel for defendant in writing by personal or overnight delivery, email, or facsimile transmission and may also notify counsel by telephone of its intention to void any of its obligations under this Plea Agreement (except its obligations under this paragraph), and defendant and its related entities will be subject to prosecution for any federal crime of which the United States has knowledge including, but not limited to, the substantive offenses relating to the investigation resulting in this Plea Agreement. Defendant agrees that, in the event that the United States is released from its obligations under this Plea Agreement and brings criminal charges against defendant or its related entities for any offense referred to in Paragraph 15 of this Plea Agreement, the statute of limitations period for such offense will be tolled for the period between the date of signature of this Plea Agreement and six (6) months after the date the United States gave notice of its intent to void its obligations under this Plea Agreement.

22. Defendant understands and agrees that in any further prosecution of it or any of its related entities resulting from the release of the United States from its obligations under this Plea Agreement, because of defendant's or any of its related entities' violation of this Plea Agreement, any documents, statements, information, testimony, or

evidence provided by it, its related entities, or their current directors, officers, or employees to attorneys or agents of the United States, federal grand juries, or courts, and any leads derived therefrom, may be used against it or its related entities. In addition, defendant unconditionally waives its right to challenge the use of such evidence in any such further prosecution, notwithstanding the protections of Fed. R. Evid. 410.

ENTIRETY OF AGREEMENT

23. This Plea Agreement and Attachment A constitute the entire agreement between the United States and defendant concerning the disposition of the criminal charge in this case. This Plea Agreement cannot be modified except in writing, signed by the United States and defendant.

24. The undersigned is authorized to enter this Plea Agreement on behalf of defendant as evidenced by the Resolution of the Board of Directors of defendant attached to, and incorporated by reference in, this Plea Agreement.

25. The undersigned attorneys for the United States have been authorized by the Attorney General of the United States to enter this Plea Agreement on behalf of the United States.

26. A facsimile or PDF signature will be deemed an original signature for the purpose of executing this Plea Agreement. Multiple signature pages are authorized for the purpose of executing this Plea Agreement.

DATED: November 14, 2018
U.S. Eastern Standard Time

BY: [Signature]
Myunghun Lee
SK Energy Co., Ltd.

BY: [Signature]
Phillip H. Warren, Esq.
Covington & Burling LLP

Respectfully submitted,


BY: [Signature]
KEVIN B. HART
Assistant Chief, Washington Criminal I

BY: [Signature]
RYAN D. TANSEY
KATHERINE H. STELLA
CAROLYN SWEENEY
KEN SAKURABAYASHI

Trial Attorneys, Antitrust Division
U.S. Department of Justice

450 5th Street, NW
Washington, DC 20530
(202) 532-4156
ryan.tansey@usdoj.gov

I certify that this is a true
and correct copy of the
original filed in my office
on 11/14/2018,
Richard W. Nagel, Clerk
BY: [Signature]
Date: 11/14/2018



SK 에너지(주)
2018 년도 제 7 차 이사회 의사록

- 일 시 : 2018년 10월 10일 (수) 오후 4시
- 장 소 : 서울특별시 종로구 종로 26(서린동) 본사 9층 대회의실
- 이사 총수 : 5명 / 출석 이사수 : 3명
- 감사 총수 : 1명 / 출석 감사수 : 0명

조경목 대표이사가 의장으로서 법정 정족수에 달하는 이사가 출석하여 본 이사회가 적법하게 성립되었음을 알리고 개회를 선언함.

[제 1 호 안건] 회사채 발행

의장이 안건을 상정하고 안건에 대한 설명을 들은 후 이에 대한 심의를 구한 바, 이사들 간 충분한 토론을 거쳐 출석 이사의 단장일치로 다음과 같이 의결함.

- 다 음 -

1. 사채의 종류 : 무기명식 무보증 원화 공모사채
2. 발행 한도 : 5,000 억 원 이내
3. 만 기 : 미정 (만기 및 만기 별 발행규모는 시장상황에 따라 추후 확정)
4. 발행 금리 : 미정 (청약일 전일 발행 금리로 최종 확정)
5. 발행 예정일 : 2018년 10월 30일 (예정)
6. 기 타: 발행금액, 발행일 및 인수단 등의 확정을 포함하여 시장상황을 반영한 사채모집 관련 제반 세부적인 사항의 결정, 변경 및 구체적인 실행에 관한 일체의 권한은 대표이사 또는 대표이사가 지정하는 자에게 위임함

이상으로 의결 안건에 대한 심의를 모두 마치고 『2018년 상반기 공정거래 자율준수프로그램(CP) 운영실적 및 하반기 계획』 보고와 공정거래 상반기 주요 이슈 중 조사사항에 대한 법무팀의 추가 보고를 받은 후, 의장은 폐회를 선언함.

회의의 경과요령과 결과를 명백히 하기 위하여, 이 의사록을 작성하고 회의에 참석한 모든 이사 및 감사는 아래와 같이 기명 날인함.



대표이사 조 경



사내이사 오 중



사내이사 김 양



기타 비상무이사 신 동 에 불참석

기타 비상무이사 나 경 수 불참석

감사 박 기 상 불참석

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

I, Kyongmok Cho, a Chief Executive Officer and director of SK Energy Co., Ltd. (hereinafter referred to as the "Company"), which has its registered principal office at 26 Jong-ro, Jongno-gu, Seoul 03188, Republic of Korea, duly authorized to act in the name of and on behalf of the Company, hereby authorize and appoint Myunghun Lee, a Senior Manger in charge of the Legal team of the Company, whose signature specimen is set forth below,



as the true and lawful attorney-in-fact of the Company to (i) execute, on behalf of the Company, the Criminal Plea Agreement, the False Claims Act Settlement Agreement, and any other documents relating to the U.S. Department of Justice's investigation (the "Investigation") into the Company's supply of fuel to the U.S. Forces Korea and to take ancillary actions as required in connection therewith; and (ii) represent the Company before the U.S. Courts as required for the purposes of or in connection with the investigation.

This Power of Attorney shall be effective on and from the date hereof until the 31st day of December, 2019.

IN WITNESS WHEREOF, I have executed this Power of Attorney on the 12th day of November, 2018.



Kyongmok Cho

Chief Executive Officer and Director of SK Energy Co., Ltd.