



ADMINISTRATIVE AGREEMENT

This Administrative Agreement (the "Agreement") is made between GS Engineering, Inc. ("GSE"), and the United States Department of the Army (the "Army") acting through its Suspension & Debarment Official and on behalf of the U.S. Government, as the lead agency for determining the present responsibility of GSE under Subpart 9.4 of the Federal Acquisition Regulation (FAR).

PREAMBLE

1. GSE is a for-profit, incorporated company formed in 2000 and based in Houghton, Michigan. GSE is a small business and provides engineering design, development and testing services to defense, commercial, and aviation clients. GSE employs approximately 80 people.

2. The United States contends that GSE submitted or caused to be submitted in connection with myriad government contracts for costs that were unreasonable, not allocable, and/or failed to accord with specific cost limitations under the FAR, 48 C.F.R. Part 31. Specifically:

a. Echo Leasing Transactions. Between August 1, 2009 and December 31, 2015, GSE included claims related to lease payments for data acquisition equipment ("DAQ"), made to a related party, Echo Leasing, in direct and indirect charges to the Contracts. The United States contends that these claims were unallowable under the FAR, and were knowingly false, because (1) GSE charged lease payments to the Contracts when GSE still owned the DAQ assets; (2) GSE owned and fully depreciated certain DAQ assets—and charged that depreciation to government contracts—before purporting to transfer, and lease, the same equipment from Echo Leasing; and (3) the lease charges, relating to DAQ assets that Echo Leasing independently purchased, exceeded the allowable amounts under the FAR, 48 C.F.R. § 31.205-36(b).

b. Arcadian Holdings Transactions. Between January 1, 2009 and December 31, 2010, GSE included claims related to lease payments for real property, made to a related party, Arcadian Holdings, in direct and indirect charges to the Contracts. The United States contends that these claims were unallowable under the FAR, and were knowingly false, because (1) GSE charged more in lease payments to government contracts than GSE paid to Arcadian Holdings; and (2) the Arcadian Holdings lease charges exceeded the allowable amounts under the FAR, 48 C.F.R. § 31.205-36(b).

c. LJ Leasing Transactions. Between January 1, 2009 and December 31, 2015, GSE included claims related to lease payments for real property, made to a related party, LJ Leasing, in direct and indirect charges to the Contracts. The United States contends that these claims were unallowable under the FAR, and were knowingly false,

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because the LJ Leasing lease charges exceeded the allowable amounts under the FAR, 48 C.F.R. § 31.205-36(b).

d. GS Engineering Services Transactions. Between February 1, 2016 and November 30, 2016, GSE included claims related to lease payments, made to a related party, GS Engineering Services, Inc. (d/b/a GS Infrastructure), in direct and indirect charges to the Contracts. The United States contends that these claims were unallowable under the FAR, and were knowingly false, because the GS Infrastructure lease charges exceeded the allowable amounts under the FAR, 48 C.F.R. 31.205-36(b).

3. Beginning in 2019, GSE entered into discussions with the United States Attorney for the Western District of Michigan. Ultimately, those discussion resulted in a September 10, 2019 Civil Settlement Agreement (CSA) between GSE and the United States, referred to herein as the "Settlement Agreement." The Settlement Agreement resolved potential civil claims under the civil False Claims Act. Under the Settlement Agreement, GSE and the other parties to the Settlement Agreement agreed to pay the United States in the amount of \$1,000,000.

4. On April 4, 2019, counsel for GSE met with my predecessor to discuss GSE's present responsibility, which included removing Mr. Glen Simula from exercising operational control over GSE and GSE's willingness to enter into an administrative agreement. Subsequently, on May 2, 2019, my predecessor sent GSE a letter notifying the company of the Army's intent not to debar GSE based on GSE's assurances that Mr. Simula would be removed from directing and controlling GSE. As part of this letter, my predecessor did not object to Mr. Glenn Simula staying on in a limited, technical-only capacity in order to assist GSE in its transition to an employee owned company, also known as an employee stock ownership plan, and to also provide consulting services concerning technological and scientific issues. Mr. Simula's employment description with his duties and responsibilities is Appendix A to this Agreement. This Agreement remains subject to GSE ensuring that Mr. Simula is not in a position to direct or control the company's business processes, in either a direct or indirect manner.

NOW THEREFORE, in consideration of the promises set forth herein and for good and valuable consideration, the parties mutually agree as follows.

ARTICLES

1. Consideration of Debarment. Upon execution of this Agreement by the Army, the Army agrees not to institute administrative action, including suspension and/or debarment action, for the conduct identified in the Preamble, including conduct that gave rise to the Settlement Agreement between GSE and the USAO. The Army, in its sole discretion, shall retain the ability to institute administrative action, including suspension or debarment, for any reason consistent with FAR Subpart 9.4, including based upon information constituting independent cause. The Army's ability to institute such administrative action is independent of any ability to take action under Article 12 of

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this Agreement. By entering into this Administrative Compliance Agreement, GSE does not waive its rights to contest, based on the FAR or any other basis in law, equity or fact, including the Settlement Agreement, any administrative action taken by the Army.

2. Definitions.

a. "Contractor" refers to GSE, including its directors, officers, and employees, while acting in their capacities as such.

b. "Days" refers to "calendar days."

c. "Effective date" (of this Compliance Agreement) refers to the date on which the Army's Suspension and Debarment Official signs this Agreement on behalf of the Army.

d. "Employee" refers to officers, managers, and supervisors. All full and part-time workers and consultants will be considered employees for training purposes.

e. "Government Contracting Compliance Director" refers to an individual who will serve as the Contractor's subject matter expert in Government contracting practices.

f. "FAR" refers to the Federal Acquisition Regulation.

g. "Government" refers to any department, agency, division, independent establishment, or wholly-owned corporation of the United States Government.

h. "Independent cause" for suspension or debarment refers to a reason or basis for such action not directly related to information set forth in the Preamble or any document referred to in the Preamble.

i. "Independent Monitor" refers to the Corporate Ethics Monitor (CEM) hired by GSE in fulfillment of this compliance agreement. For the purposes of this Agreement, and subject to the additional conditions expressed in Section 3 of this Agreement, the same Independent Monitor is responsible for auditing Contractor compliance within the terms of this Agreement, including reporting requirements, to the Army, described herein.

j. "Army SDO" refers to the Army's Suspension and Debarment Official.

k. "Present Responsibility" refers to determinations by the Army Suspension and Debarment Official, pursuant to the FAR (48 C.F.R. § 9.406-2(c)).

l. "Government contracting activities" refers to the pursuit and/or performance of any Government contract by the Contractor and any of Contractor's business activities reasonably related to Contractor's present responsibility to enter into and to perform Government contracts.

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3. Role of Glen Simula at GSE. Mr. Glenn Simula may stay on in a limited, technical-only capacity in order to assist GSE in its transition to an employee owned company, also known as an employee stock ownership plan, and to also provide consulting services concerning technological and scientific issues. Mr. Simula's employment description with his duties and responsibilities is Appendix A to this Agreement. This Agreement remains subject to GSE ensuring that Mr. Simula is not in a position to direct or control the company's business processes, in either a direct or indirect manner.

4. Independent Monitor.

a. Appointment of Independent Monitor. Within 30 days of the effective date of this Agreement, Contractor shall confirm, in writing to the Army, the existence and identity of the Corporate Ethics Monitor hired in fulfillment of this Agreement. The Corporate Ethics Monitor shall be responsible for the oversight of Contractor's Agreement with the Army. Any change of Independent Monitor requires immediate notice to the Army. Should the Army become dissatisfied with the performance of the Independent Monitor, the Army may require Contractor to propose a new Independent Monitor for Army approval, regardless of the relationship between the Independent Monitor and the United States Attorney's Office.

b. Nature of Employment. The Independent Monitor is an independent check upon the Contractor's compliance with this Agreement. The Independent Monitor shall not be an agent of Contractor, and his or her work shall not be subject to Contractor's assertion of the attorney-client privilege or the work product doctrine. Generally, the Independent Monitor shall serve as Contractor's first point of contact for all questions regarding the terms and conditions of this Agreement and Contractor implementation thereof. The Independent Monitor, in consultation with Contractor, shall ensure the implementation and management of the Contractor Responsibility Program. It will be the Independent Monitor's duty to assist management in implementing this Agreement, serve as a point of contact for all questions regarding the terms and conditions of this Agreement, investigate complaints concerning Contractor's compliance with this Agreement, and report to the Army concerning Contractor's compliance with this Agreement.

c. Costs, Fees, Retainers, or Other Reimbursements and Compensation. Contractor shall be responsible for and shall promptly and fully pay all reasonable costs, fees, retainers, or other reimbursements and compensation customarily charged by and payable to the Independent Monitor. If, and to the extent the Independent Monitor requires at his or her reasonable discretion as communicated in writing, staff assistance and/or legal counsel, the Independent Monitor shall be authorized and empowered to retain such assistance and/or legal counsel with reasonable advance notice to Contractor. Contractor shall be responsible for and shall pay all reasonable costs, fees, retainers, or other reimbursements and compensation payable to or on account of such staff or legal counsel for the Independent Monitor. Contractor shall pay all such advance retainers, if any, required by the Independent Monitor on account of his or her own customary fees or charges, as well as that of his or her staff or counsel.

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d. Duties and Responsibilities.

1) The Independent Monitor's duties and responsibilities shall be limited in scope to Contractor's Government contracting activities. The Independent Monitor shall have no authority with respect to Contractor's business activities which are unrelated to its Government contracting activities, and that are not reasonably related to Contractor's present responsibility as a Government contractor.

2) The Independent Monitor shall report to the Army, and shall be free to communicate with the Army without interference by Contractor. The Army may communicate with the Independent Monitor on a confidential basis and without disclosure to Contractor. The purpose of the Independent Monitor is to observe and review on an ongoing basis, and to report to the Army regarding, Contractor's ongoing compliance in all respects with this Agreement; its compliance with applicable Government contracting laws, rules, and regulations and whether Contractor is seeking, entering into, and performing Government contracts responsibly and with integrity.

3) The Independent Monitor shall provide reports to GSE and to the Army semi-annually. The Army, in its sole discretion, will determine whether more or less frequent reports are sufficient to accomplish the objectives of this Agreement. To the extent permitted by law, including the Freedom of Information Act, said reports shall be deemed confidential to Contractor, the Independent Monitor, and the Army.

4) The Independent Monitor's reports are for the Army's assistance and monitoring purposes and shall be considered by the Army as part of the totality of the information available to it. Proof of Contractor's ongoing compliance or non-compliance with this Agreement, and all its obligations under law, shall be determined based upon all relevant information, documents, communications, testimony, and other evidence of such compliance or lack thereof. Neither the delivery nor review by the Army of any Independent Monitor report shall waive, limit, or in any way diminish the Army's right to obtain, review, analyze, or evaluate any underlying actual evidence of Contractor's compliance or non-compliance with this Agreement or applicable law.

5) The Independent Monitor shall have unfettered, immediate, and, if requested, real-time access to Contractor's documents, information, and personnel, including without limitation all files, records, communications, IT and communications systems, e-mail systems, electronic documents, and databases reasonably related to Contractor's Government contracting activities. The Independent Monitor shall be empowered to provide no prior notice, or only minimal prior notice to Contractor if the Independent Monitor determines, in his or her reasonable discretion, that the needs or exigencies of his or her monitoring require immediate access or communication. The Independent Monitor shall, during the term hereof, be permitted to communicate with any manager, employee, or contractor of Contractor pertaining to any matter concerning Contractor's present responsibility. Contractor commits to cooperate in good faith with any such

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communications and to provide, or to have provided, copies of any documents relating to any such communications within a reasonably prompt time. The Independent Monitor shall retain all of Contractor's information and documents in the strictest confidence and shall disclose all such information solely to the Army or other governmental investigatory authorities, and shall not disclose such information or documents to third parties outside Contractor or use such information for any purpose not associated with his or her monitoring activities provided for herein.

e. If requested by the Independent Monitor, Contractor shall provide to the Independent Monitor, at Contractor's place of business, on-site management-type office space, furniture, telephone, network access, equipment, and supplies, along with adequate enclosed conference room space or access for the Independent Monitor such that he or she can undertake confidential conferences with Contractor's employees.

f. Failure to cooperate fully and promptly with the Independent Monitor's inquiries, document and information requests, and other monitoring activities may be considered a breach of this Agreement.

g. Contractor hereby agrees that the Independent Monitor shall be released from, held harmless from, and indemnified against any claims, demands, liabilities, obligations, damages, suits, or costs of any sort whatsoever, whether to Contractor or to any third party, arising out of or relating in any way to the Independent Monitor's agreement, presence at Contractor's place of business, or performance of his or her duties and obligations under this Agreement.

5. Contractor Responsibility Program. Contractor agrees to implement a values-based ethics and compliance program (the "Contractor Responsibility Program"). The Contractor Responsibility Program (or "Program") shall be designed to ensure that Contractor, and each of its employees involved in Contractor's Government contracting activities, acts with the business honesty and integrity required of a Government contractor, and that Contractor operates in compliance with all applicable laws, regulations, policies, and terms of any Government contract. At minimum, the Program shall include the following features, each of which shall be implemented within the timeframes specified below:

a. Appointment of Ethics Program Manager. Within 45 days of the effective date of this Agreement, Contractor shall designate an individual to serve as Contractor's Ethics Program Manager. The designee may be a current employee or agent of the Contractor.

b. Appointment of Government Contracting Compliance Director. Within 45 days of the effective date of this Agreement, Contractor shall designate the Ethics Program Manager, or another individual, to serve as Contractor's Government Contracting Compliance Director. The designee may be a current employee or agent of the Contractor.

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1) Within 90 days of the effective date of this Agreement, the Government Contracting Compliance Director will complete a certificate awarding program of training in Government contracting of at least ten (10) credit hours. Programs are widely available and the Army does not endorse a specific program or provider. However, training should include a relevant curriculum of government contracting fundamentals and instruction on the Federal Acquisition Regulation (FAR).

2) Within 120 days of the effective date of this Agreement, the Government Contracting Compliance Director shall establish and maintain, for the Contractor, a written Government Contracting Policies and Procedures Manual (the "Manual") to regulate the performance of its Government contracts. The Manual shall describe, in detail, Contractor's method for competing for and administering Government contracts, and the positions responsible for performing, approving, and reviewing tasks associated with Government contracting.

3) Within 120 days of the effective date of this Agreement, the Government Contracting Compliance Director shall create and implement a training program, *providing* employees directly involved in Government contracting specialized training in laws, regulations, and in the Contractor's policies and procedures relevant to Government contracting. The Contracting Compliance Director shall establish a system to document and verify the completion of the required training, and shall provide said training to all new employees directly involved in Government contracting within 60 days of their date of hire, and at least annually to all other employees directly involved in Government contracting.

6. Cooperation with Investigations. Contractor shall cooperate fully with all Government agencies responsible for audits and investigations reasonably related to Contractor's Government contracting activities. Such full cooperation shall not require Contractor to waive the attorney-client privilege, work product protection, or any other applicable privileges or protections.

7. Access to Books and Records. During the term of this Agreement, the Army Procurement Fraud Division shall have the opportunity to interview Contractor and/or its representative(s) or request written submissions for the purpose of evaluating (a) compliance with the terms of this Agreement; (b) future compliance with federal procurement policies and regulations; and (c) maintenance of the high level of business integrity and honesty required of a Government contractor. To the extent permitted by law, including the Freedom of Information Act, this information shall be deemed confidential to Contractor, the Independent Monitor, and the Army. Access pursuant to this paragraph is limited to Contractor's representatives and records that are reasonably related to Contractor's Government contracting activities.

8. Business Relationships with Suspended or Debarred Individuals and Entities. Within 60 days of the effective date of this Agreement, Contractor agrees to institute a written policy stating that:

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a. Contractor shall not knowingly employ, with or without pay, an individual who is listed by a federal agency as debarred, suspended, or otherwise ineligible for federal programs. Contractor shall make reasonable inquiry into the status of any potential employee or consultant. Such reasonable inquiry shall include, at minimum, review of the Systems for Award Management. The policy will further provide that, if any employee is charged with a criminal offense relating to Government contracts or otherwise indicating a lack of business integrity or business honesty, the Contractor will remove that employee immediately from responsibility for, or involvement with, Contractor's business affairs. Contractor shall notify the Independent Monitor and the Army of each such personnel action taken, and the reasons therefore, within 30 days of the action. This policy does not apply to Contractor's employment of Mr. Glen Simula in the capacity described in Paragraph 4 of the Preamble to this Agreement.

b. Contractor shall not knowingly form a contract with, purchase from, or enter into any business relationship with any individual or business entity that is listed by a federal agency as debarred, suspended, or otherwise ineligible for federal programs. Contractor shall make reasonable inquiry into the status of any potential business partner. Such reasonable inquiry shall include, at minimum, review of the Systems for Award Management. This policy does not apply to Contractor's employment of Mr. Glen Simula in the capacity described in Paragraph 4 of the Preamble to this Agreement.

9. Adverse Actions. The Contractor avers that adverse actions taken, or to be taken, by Contractor against any employee, other individual, or business entity associated with Contractor arising out of or related to the conduct described in the Preamble were or are solely the result of Contractor's initiatives and decisions, and were or are not the result of any action by, or on behalf of, agents or employees of the Army.

10. Unallowable Costs. Contractor agrees that all costs, as defined in FAR 31.205-47, incurred by, for, or on behalf of Contractor or any current or former employee, affiliate, or agent in connection with: (a) criminal or civil actions arising out of alleged violations described in the Preamble; (b) costs incurred in negotiating, implementing, and abiding by the terms of this Agreement; (c) any investigation conducted as a result of this Agreement; or (d) the costs of Contractor's submissions, presentations, reviews by outside consultants and law firms, and appearances before the Army SDO, both in the past and throughout the term of this Agreement, shall be expressly deemed unallowable costs, direct or indirect, for Government contract accounting purposes. Contractor shall separately account for these costs (i) through accounting records to the extent possible; (ii) through memorandum records, including diaries and formal logs, regardless of whether such records are part of official corporate documentation, where accounting records are not available; and (iii) through good faith itemized estimates, where no other accounting basis is available. However, the costs of all self-governance, compliance, or ethics programs, activities, and offices in existence before the matters described in the Preamble of this Agreement arose, and which are continued by the terms of this Agreement, and measures taken upon the Contractor's

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initiative during the term, but beyond the scope of this Agreement, shall be allowable costs to the extent otherwise permitted by law and regulation.

11. Present Responsibility. Contractor's compliance with the terms and conditions of this Agreement shall constitute an element of Contractor's present responsibility for Government contracting. By entering into this Agreement, the Army is not determining that Contractor is presently responsible for any specific Government contract.

12. Survival of this Agreement. If, during the term of this Agreement, Contractor establishes new companies, subsidiaries, merges with another company, or transfers the entire company or major assets to new owners, it shall notify the Army not less than 90 days in advance of such action and provide a copy of the corporate documents. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and assigns, unless the new owners request and show good cause why it should not be applicable to their operations.

13. Breach of Agreement. If at any point during the term of this Agreement, the Army determines, in its sole discretion, that Contractor has breached a term of this Agreement or failed to meet any requirement of this Agreement, the Army may terminate this Agreement and suspend or initiate proceedings to debar Contractor and its managers, employees, and other agents, as appropriate. The basis of this determination may include any conduct that constitutes a breach of this Agreement. Contractor does not, by this Agreement or otherwise, waive its right to oppose such action under FAR Subpart 9.4, or any other substantive, procedural, or due process rights, existing in law, equity or fact, it may have under the United States Constitution, or other applicable laws or regulations of the United States.

14. Release. Contractor releases the United States, its instrumentalities, agents, and employees, in their official and personal capacities, of any and all liability or claims, monetary or equitable, arising out of the investigation and negotiation of this Agreement.

15. Paragraph Headings. The paragraph headings in this Agreement are inserted for convenient reference only and shall not affect the meaning or interpretation of this Agreement.

16. Severability. In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement.

17. Entire Agreement. This Agreement constitutes the entire agreement between the Army and GSE and supersedes all prior agreements or understandings, oral or written, with respect to the subject matter of this action. This Agreement shall be binding upon, and be enforceable by, the parties hereto and their respective successors and assigns.

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18. Modifications of this Agreement. Any requirements imposed on Contractor by this Agreement may be discontinued by the Army at its sole discretion. Other modifications shall be made only in writing and upon mutual consent of the parties to this Agreement.

19. Restriction on Use. Contractor shall not use any term of this Agreement, the existence of this Agreement, or the termination of Contractor's proposed debarment for any purpose related to the defense or litigation of, or in mitigation of, any criminal, civil, or administrative investigation or proceedings. Notwithstanding this provision, Contractor may share a copy of this Agreement with other Government agencies.

20. Public Document. This Agreement, and any related Army administrative actions and notices, is a public document that may be distributed by the Army throughout the Government for official purposes and to other interested parties.

21. Truth and Accuracy of Submissions. Contractor represents that all written materials and other information supplied to the Army directly by Contractor's authorized representatives or through its counsel during the course of discussions with the Army preceding this Agreement are true and accurate in all material respects to the best of Contractor's information and belief. Contractor understands that this Agreement is executed on behalf of the Army in reliance upon the truth, accuracy, and completeness of all such representations.

22. Notices. All submissions required by this Agreement shall be delivered to the following addresses, or such other addresses as the parties may designate in writing:

If to the Army:

Office of the Judge Advocate General
Procurement Fraud Division
ATTN: DAJA-PFD (MAJ Cameron Edlefsen)
9275 Gunston Road, Suite 2100
Fort Belvoir, Virginia 22060-5546

If to GSE:

Mr. Brian P. Lennon
Warner Norcorss + Judd
900 Fifth Third Center
111 Lyon Street NW
Grand Rapids, MI 49503-2487

23. Authorized Representative. Ms. Lynn Eliason is fully authorized to execute this Agreement and represents that she has authority to bind GSE.

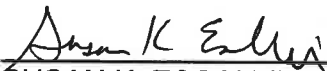
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24. Period of Agreement. This Agreement shall be effective upon its execution by the Army SDO. The parties intend that the terms and conditions of this Agreement shall continue in force and effect for three (3) years from the effective date absent earlier termination by the Army SDO. Any decision to terminate this Agreement prior to expiration of its term shall be at the sole discretion of the Army SDO.



LYNN ELIASON
President and CEO,
GS Engineering, Inc.

9-11-2019
DATE



SUSAN K. ESCALLIER
Brigadier General
Army Suspension and Debarment
Official
U.S. Army

12 Sept 2019
DATE

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APPENDIX A

GS Engineering Employment Description for Mr. Glen Simula

Technology Consultant

Employee: Glen Simula
Consult requests to: Lynn Eliason
Year: 2019 - 2022
Direct Reports: None

Description:

The Technology Consultant is the position that will handle technological and scientific issues. This position will be an advocate for the right technology programs and projects at GS Engineering, Inc. This position will focus on providing past technical information when needed and on participating in any internal creativity/innovation.

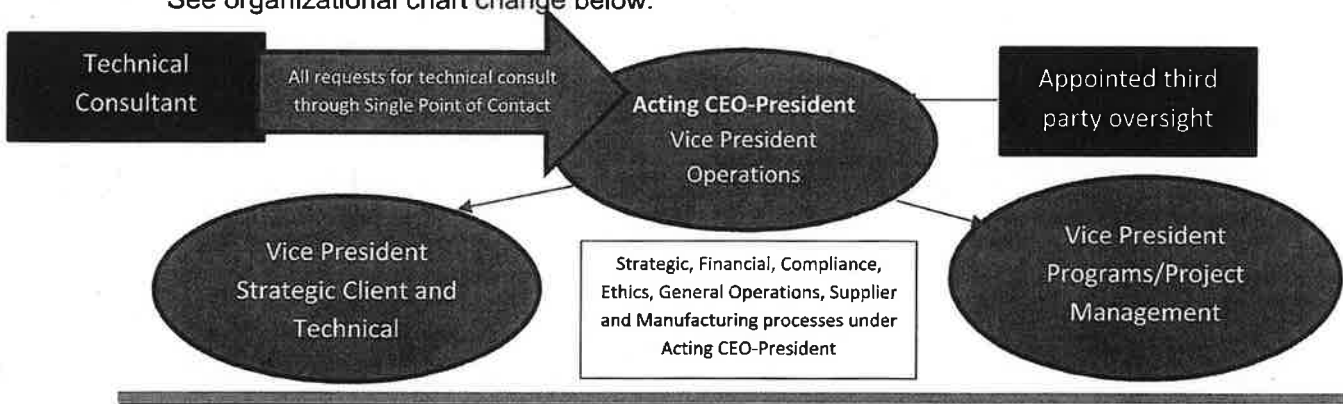
Why?

- Allow past technology to pass to leadership and project teams.
- Allow for a position dedicated to technology and commercialization idea generation.
- Provide a position in the organizational structure that focuses on technical advances without day-to-day business operational responsibilities.

Key Task Areas for this position

- Be available to consult on technology and scientific issues.
- Attend commercialization meetings for internal projects.
- Communicate past technical information to project teams, when needed.
- Up-front technical consulting for potential client/project proposals.
- Assess, understand and communicate technological advances GS Engineering should be pursuing.
- Read and evaluate data on new technologies to use for improvement and innovation.
- Review technical publications, trade data and evaluate patents to see where GS Engineering stands in realm of innovation.
- Promote a technology-based culture at GS Engineering.

See organizational chart change below:



Technology Consultant Role in GS Engineering Business Processes

Processes	Yes	No
Human Resources		X
Financial Government		X
Financial Commercial		X
Manage People		X
Manage Projects Government		X
Manage Projects Commercial		X
Input and Expertise in project technical discussions	X	
New Business Development / Client Interaction		X
Negotiate Contracts/Agreements		X
Supplier Development		X
Manufacturing Projects		X
Manage Facilities		X
Attend Meetings in General		X
Attend Meetings when his technical expertise is needed	X	
Monday morning risk and business meeting		X
Strategic Planning and Risk Processes		X
Attend Outside meetings and roundtables etc as a GS Engineering representative		X
Management Review for AS 9100		X
Travel on behalf of GS Engineering		X
Sit in office on daily basis		x
Daily Interaction with employees and conversations (which likely includes business discussions)		X
Interaction with appointed third party monitor		X
Overturn decisions he hears in office		X
Receive regular paycheck		X
Gain hours toward 401K and ESOP		X
Monthly company meeting attendance (business report out to employees)		X

Control: Ms. Eliason is single point of contact for use of Consultant's technical expertise. If Consultant's input is needed it will be requested and a time for consultation scheduled. Consultant can give his input on technical issues and then exit from meetings or discussions when they move on to other business or project related discussions.

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