

SECOND AMENDED
MEMORANDUM OF AGREEMENT

THIS SECOND AMENDED MEMORANDUM OF AGREEMENT is made this 28th day of March, 2016, by and between the SKYLINE HUNTING AND FISHING CLUB, INC., a Colorado non-profit corporation ("SHFC" or the "Club"), and LOCKHEED MARTIN CORPORATION, a Maryland corporation, acting through its Lockheed Martin Space Systems Company, with offices in Waterton, Colorado ("LMSSC"):

RECITALS

I. SHFC has been in operation since 1958 and has been a member of LMSSC's employee recreation programs from inception of plant operations at the Waterton Facility.

II. SHFC maintains two shooting sports range facilities on LMSSC property at the Waterton Facility (archery, and rifle, shotgun, pistol). Additionally, SHFC uses a shared clubhouse for meetings and training classes. The Club owns several fishing boats and boat rental is considered a specialized activity of the Club. The Club boats are stored in a boat house near the Company recreation fields.

III. SHFC's purpose is to encourage sportsmanship among its members, all other persons, and youth sports persons. It encourages competitive and non-competitive sporting affairs, primarily hunting and fishing, but not restricted to those sports only. The Club provides outdoor educational programs and maintains outreach activities to the community, including state and local law enforcement agencies and youth organizations.

IV. SHFC is a company sponsored club organized and operated under the supervision of LMSSC's Employee Services, and is subject to compliance with its company rules and procedures applicable to club activities.

V. Given the nature of Club activities, the parties recognize and acknowledge the need for diligence and attention to operation of the SHFC in a careful, safe and business-like manner to protect the health and safety of its members, other LMSSC employees, visitors to the Waterton Facility and members of the public. This Agreement constitutes an outline of commitments by SHFC for the conduct of the Club's activities.

VI. This Second Amended Memorandum of Agreement revises, restates and supersedes the Memorandum of Agreement signed February 24, 2014, between the parties, which in turn revised, restated and superseded the (Amended) Memorandum of Agreement dated May 18, 2011, between the parties.

VII. The parties have signed that certain "License Agreement" dated and effective on February 24, 2014, which shall be considered operative and in effect upon its own terms independently from this Second Amended Memorandum of Agreement.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Organizational Responsibilities

SHFC agrees to comply fully with all requirements, rules and procedures established by LMSSC, and as they may be modified from time to time by LMSSC in its discretion.

These requirements include, but are not limited to, the following:

- a. Provide the definition and purpose of the Club;
- b. Comply with the requirement to have twenty or more members;
- c. Elect officers and board of directors;
- d. Submit an annual operating budget with estimated funding required for Club activities, and projected income from dues, operations or other sources;
- e. Submit annually any changes to the SHFC By-laws and Range Rules for each year;
- g. Provide LMSSC Employee Services with a list of officers, directors and membership list annually; and
- h. Place a primary and strong emphasis upon safe and prudent practices and procedures at all times in all firearms and archery activities.

SHFC agrees to comply with these requirements, unless otherwise directed by LMSSC's Employee Services, with written submissions to LMSSC no later than April 1 of each calendar year. Employee Services will maintain a central file of documents submitted by SHFC.

LMSSC Employee Services will chair a working group with representatives from LMSSC's Security Operations/Plant Protection, Facilities, Environmental Health & Safety, Risk Management, and Finance. LMSSC Legal Department support may be provided as needed. The group will meet as necessary to discuss proposed changes and/or deviations in SHFC Range Rules, By-laws, or this Agreement. The working group will meet at least once each calendar year during the month of March if possible, but in any event, prior to May 1 of each calendar year,

2. Legal Requirements, By-laws and Membership

SHFC shall maintain its non-profit corporation in full compliance and in good standing with all laws and regulations established by the State of Colorado and the Secretary of State's Office, including compliance with all annual filing obligations and payment of annual fees. Further, SHFC shall manage and operate all Club operations and activities in full compliance with the provisions of its amended "By-laws" dated February 24, 2014 (incorporated and made a part of this Agreement as Exhibit "A"). Membership in SHFC shall be defined in Article 3 of the Club's By-laws by setting forth the applicable provisions of this Agreement in full in the By-Laws.

There shall be two classes of membership, Regular and Honorary Life memberships, and a "Non-member" affiliation, summarized as follows:

a. Regular: Eligible for regular membership is any person who:

- (1) is a citizen of the United States; and
- (2) has reached his or her eighteenth birthday; and
- (3) (i) is employed by Lockheed Martin Corporation or United Launch Alliance, and is stationed or assigned to a work location in the Denver, Colorado area, or is an employee of the United States Government stationed or assigned to work in LMSSC's facilities in the Denver, Colorado area; or
(ii) is retired from Lockheed Martin Corporation, Martin Marietta Corporation, or from United Launch Alliance from a work location in the Denver, Colorado area.

Notwithstanding the foregoing, SHFC may retain as a Regular Member any person who was a member in good standing under membership criteria of the Club in effect prior to the effective date of this Agreement ("grand-fathered" members), until such person's membership otherwise terminates.

b. Honorary Life Members: The Club's Board of Directors may elect Lockheed Martin or United Launch Alliance personnel who are actively employed or retired (whether or not a current Club member), who have performed outstanding service to conservation or achieved success in outdoor activity as honorary life members (excused from dues payments), provided that not more than 1% of the regular club membership, as of 01 August of any fiscal year, shall be elected as an honorary member during that fiscal year. Notwithstanding the foregoing, SHFC may retain as an Honorary Member any person who was an Honorary Member in good standing under membership criteria of the Club in effect prior to May 18, 2011 ("grand-fathered" Honorary Members), until such person's membership otherwise terminates.

c. Affiliated Non-members: The family (spouses and immediate dependents) of SHFC members are considered non-members and may only access the range when accompanied by the SHFC member. Members may bring no more than two

guests outside their eligible family. During the archery hunting season, a SHFC member may also bring grandparents and grandchildren to the archery range as family members (see Clause 10 below). The SHFC member is responsible for all family and guests at the range, and will ensure their compliance with all safety rules and procedures of the Club. Non-member attendance and participation rules are contained in the amended SHFC Range Rules dated February 24, 2014 (attached and incorporated in this Agreement as Exhibit "B"), under the heading "Policies for Control and Operation of the SHFC Range Facilities."

d. Children: Children below the age of eighteen (18) are allowed on the range only to observe and participate in range activities or instruction, and only when accompanied by a parent who is a SHFC member. Children who are aged ten (10) or above are permitted to shoot firearms at the range; children younger than ten years old may shoot firearms only during closely supervised youth group-training events conducted by certified adult instructors. Children must have in their possession either a valid Hunter Safety Card or a Firearms Safety Card, or be participating in a closely supervised training course to obtain the certification, before shooting any firearm at the range.

All persons applying for membership must complete the Safety Exam and Liability Release, and the amended Range Orientation Checklist dated February 24, 2014 (attached and incorporated as Exhibit "C"). The range checklist certifies that range orientation has taken place and that members will follow all applicable rules and safety procedures. New members must acknowledge by their signature and a SHFC member's witness signature that he/she acknowledges that violation of SHFC rules (including but not limited to unsafe behavior and unsportsmanlike conduct), Lockheed Martin policies, applicable local, State or Federal laws and regulations may be cause for revocation of range use privileges, expulsion from the SHFC, or further action by Lockheed Martin Corporation, United Launch Alliance, the US Government, or other employers, which retain full authority to undertake disciplinary action concerning any of their respective employees under applicable policies and procedures for any action or omission of their employees during SHFC activities. Prior to use of firearms at the range, all SHFC members and guests must possess and show to the Range Officer a certificate of Hunter's Safety, a certificate of Firearms Safety, or equivalent certification, and must complete the Liability Release Form for Guests, including listing the names of minor children included in each release.

3. Additional Compliance Procedures

Without limiting Lockheed Martin's right to terminate SHFC's authority to operate the range at any time or for any reason (see Article 17 below), authorization to SHFC to continue range operations shall expire on May 1, 2014, and thereafter on May 1 of each successive year, following any authorization to continue Range operations. Thereafter, Range operations may not resume for the next one year period unless and until:

- a. SHFC has conducted and produced a full audit report no later than April 1 of each calendar year, which provides appropriate proof of compliance with all requirements of this Agreement between Lockheed Martin and SHFC and which is deemed satisfactory to Lockheed Martin; and.
- b. SHFC has conducted a safety stand down for two weekend days (successive or separate) during the twelve month period following May 1, during which the range shall be closed for normal operation, but during this period will be dedicated to safe firearm practices, procedures and demonstrations; and
- c. SHFC receives written authorization from Lockheed Martin to resume operations.

SHFC will prepare a disciplinary plan for violations of Club rules and regulations and submit this plan for LMSSC approval, and upon approval, incorporate the terms of this plan into its Club By-laws.

SHFC shall adopt and retain daily date/time sign-in and sign-out logs for all members and guests utilizing the shooting facilities. This list shall include name, address, and emergency contact information at a minimum. These logs shall be retained by SHFC for a minimum of two calendar years after the year the logs were completed, and made available for inspection and copying by LMSSC at any time upon request.

SHFC shall establish procedures for Range Safety Officer(s) to be present at the shooting facility when it is in use by Club members.

LMSSC Security will conduct periodic range inspections and a yearly audit of club records. Representatives from SHFC, Legal, Facility Operations & Services, Risk Management, Plant Protection & Emergency Services and Environment, Safety & Health will participate in audits. If during a periodic audit it is found that Club members are in violation of the rules and procedures, they will be denied access to the range and removed from LMSSC property. The findings will then be reviewed by LMSSC management to determine if Club activities on LMSSC property will be allowed to continue.

The SHFC shall also:

- a. Implement a documented annual safety awareness program which demonstrates SHFC's commitment to safety. Elements of such a plan should include a prominently displayed article on firearm safety in SHFC's quarterly newsletter,

- monthly safety alert bulletins forwarded to all SHFC members, annual safety awards to deserving members, establishment of a “safety hotline” where SHFC members and guests can report safety concerns, or make safety suggestions, etc.;
- b. Add a general firearms safety briefing to the annual range safety and procedure certification process, including a general firearms test based on the firearms safety briefing; and
 - c. Establish a Safety and Compliance Committee reporting directly to the SHFC Board of Directors that convenes on a quarterly basis to evaluate safety issues and makes appropriate real-time recommendations to implement ongoing improvements to the SHFC safety program.
 - d. Comply with Lockheed Martin Cross Function Procedure CRX-251, “Charitable Contributions,” including but not limited to provisions prohibiting use of company property (such as the SHFC ranges and other facilities) and paid employee labor for or by organizations which do not align with Lockheed Martin values, commitment to diversity, or approach to equal opportunity. This includes organizations that discriminate on the basis of race, ethnicity, religion, gender, age, sexual orientation, or other criteria of protected classes as defined by the [U.S. Equal Employment Opportunity Commission](#).

4. Insurance and Indemnification of LMSSC

SHFC shall indemnify, save harmless and defend and protect Lockheed Martin Corporation, its officers, agents and employees, from claims, liabilities, losses, expenses and damages, including reasonable attorneys’ fees and costs, arising from bodily injury or property damage to the extent caused by the acts or omissions of SHFC, and its members, non-members, visitors, invitees, guests, agents, licensees or contractors in carrying out club activities permitted under this Agreement. SHFC also shall carry at all times commercial comprehensive general liability coverage of Ten Million (\$10,000,000), including Occurrence, Fire Damage and General Aggregate coverage.. All such insurance shall provide commercial general liability coverage in the broad form, including without limitation bodily injury and property damage. Such policy shall name Lockheed Martin Corporation as an additional insured (expressly by name) and provide that such policy shall not be terminated or cancelled without thirty (30) days prior written notice to SHFC and to Lockheed Martin Corporation.

SHFC shall provide to LMSSC on an annual basis a certificate of insurance evidencing compliance with the insurance requirements of this Agreement. Any changes in SHFC insurance proposed by SHFC shall first be approved by LMSSC Insurance and Risk Management prior to policy amendment, update and/or renewal. A Certificate of Insurance will be provided to LMSSC Insurance and Risk Management and to Employee Services at least annually no later than April 1 of each calendar year, and in all cases

upon amendment, update and renewal of the SHFC policies. SHFC shall comply on a timely basis and in full with all requirements for reporting accidents or incidents to its insurance carrier, as provided by the terms of the insurance policy and by its underwriters. SHFC shall provide a copy of any report filed with the insurance company to LMSSC Employee Services and LMSSC Insurance and Risk Management.

Lockheed Martin Corporate property insurance does not cover loss or damage to any assets or property owned by the Club or its members or guests.

SHFC shall obtain a signed release and waiver of legal liability, upon such terms and conditions as are first approved by LMSSC, and shall maintain the original waiver on file, for every member, non-member and guests using Club facilities. SHFC shall maintain an indexed, central file for all signed releases and waivers of liability provided to SHFC, will retain the releases and waivers for three calendar years after the date of signature, and shall make available a copy of any such release and waiver of liability to LMSSC Employee Services upon request. The SHFC shall ensure that the release and waiver of liability form is re-executed by each Member no less frequently than every calendar year.

5. Safety and Security Provisions

LMSSC's Environment, Safety, and Health (ES&H) and Plant Protection and Emergency Services reserve the right to monitor and regulate the safe and secure operations of the Skyline Hunting and Fishing Club. SHFC shall comply with all policies, procedures and other directives issued by such departments.

A copy of Range Rules (Exhibit "B") shall be issued to each SHFC member, posted at the shooting facilities, and reside on the Club's website. SHFC shall conduct its range in full compliance with these Range Rules. The Range Orientation Checklist (Exhibit "C") shall cover the topics of hours of operation (including hours of range closure during work time); gaining access to the range; arrival procedures at the range; general range rules; safety and security rules for the pistol house, 100 yard range, 200/300 yard range, shotgun range, rules for leaving the range; and general information on club meetings; boat rental; purchasing; range scheduling; and hunter safety classes.

Firearms are not permitted on Lockheed Martin Waterton Facility secured property (accessed through the Main Gate on South Wadsworth Boulevard). No firearms, ammunition, or archery equipment will be transported through the interior of the Lockheed Martin campus to or for use at the SHFC range facilities. Firearms may be placed in approved lockers at designated club locations for storage during working hours; SHFC shall keep and maintain at LMSSC's cost and expense, the firearms lockers located in a structure adjacent to LMSSC Recreation Facility area in a safe, secure and

locked operating condition, including maintenance of the electronic alarm system interconnecting with LMSSC's Security operations. Firearms shall not be stored in any of these locations overnight. Firearm(s) must be stored unloaded, bolt/action(s) open and cleared and wherever possible, with an Open Bolt Indicator (OBI) or Empty Chamber Indicator (ECI) installed.

Class III firearms (full automatic or select fire) may not be fired and are prohibited on Lockheed Martin property and on the SHFC ranges. Use or possession of alcoholic beverages is strictly prohibited on all firearm and archery ranges. Pets are not allowed on Lockheed Martin property. Smoking is not allowed on any of the Ranges. The use of ATV's and unlicensed motorcycles is prohibited.

All members bringing non-members (family and guests) to any range shall assume full responsibility for that person and shall require his/her compliance with all applicable rules and procedures, including this Agreement. All persons shall comply with all commands of the Range Safety Officer and Range Officer(s). The member bringing a guest onto the range is responsible for ensuring that the guest follows all range rules and observes proper shooting etiquette while on the range.

6. Range Gate and Road Rules

Access to the SHFC archery and firearms ranges shall be made by means of a range road accessible from the public road off South Wadsworth Blvd. Range road access is controlled by a locked gate. In addition, access to the SHFC firearms ranges is controlled by the Range Safety Officer. SHFC members shall not transit through the Main Gate of the Waterton Facility Plant to access the SHFC site. When using the shotgun range for skeet shooting, the steel gates blocking Constellation Drive near ASF and SSNA at the intersection with Space Park Road and near the entrance to DPF shall be closed. All road closures shall be coordinated in advance with Plant Protection.

The range access road is LMSSC property and, as such, LMSSC shall be responsible for road maintenance.

7. Other Range Rules

In addition to the topics discussed above, the Range Rules (Exhibit "B") set out other specific rules on the following topics:

- Policies for Control and Operation of the SHFC Range facilities
- Range usage Procedures, Rules and Regulations SHFC areas
- Range Gate and Road Rules
- Range Safety Regulations: All Ranges
- 100 Yard, 200/300 Yard and Running Deer Ranges

Pistol Range
Shotgun Range
Range Rules for the Plinking Range
Archery Range Rules

Strict adherence to Range Rules shall be required by all range users. Non-compliance by members or by other range users under the sponsorship of a member with these range rules shall be cause for disciplinary action up to and including dismissal from the Club. SHFC shall give LMSSC prompt written notice of any significant injury or safety infraction occurring on the range facility with full details of any such event. Employees of Lockheed Martin Corporation, United Launch Alliance, the U.S. Government and other employers, may also be subject to disciplinary action by their respective employer under applicable policies and procedures for any actions or omissions by any such employee during SHFC activities.

The Board of Directors of SHFC shall require all members to observe all rules and procedures and to report infractions, such as immediate threat to life or limb, to the Range Safety Officer.

SHFC shall implement a review process for proposed revisions and/or deviations to its By-Laws and Range Rules that shall include coordination through the Employee Services informal working group (referenced under LMSSC sponsorship above).

8. Plant Protection Use of Range

Plant Protection shall have full and complete access to the SHFC range. The range facilities shall be available for Plant Protection officers' firearms qualification activities. Range use by Plant Protection shall be coordinated with the SHFC Board, will normally occur during working hours (when the range is closed to SHFC use), and can pre-empt SHFC use, if required.

9. Law Enforcement Agency Use of Range Facility

Law enforcement agency use of the range facility shall be governed by the Law Enforcement Coordination Procedure dated February 24, 2014 (attached and incorporated by reference as Exhibit "D"), and a range use agreement with each agency negotiated between LMSSC and the agency. All members of the agencies shall accept the provisions of the Procedure prior to use of the range, and continued use of the range shall be dependent on compliance with the requirements outlined in these documents. Any agency using the range, and each member or employee of such agency using the range, shall also complete a release and waiver of liability form, on terms approved by LMSSC. Each agency shall acknowledge that the agency shall be fully responsible for its personnel and their actions while on the range. Scheduling the dates and times of range

use shall be coordinated with a SHFC Law Enforcement Point of Contact (POC) or Lockheed Martin Plant Protection. Usage of the range shall be limited to sanctioned official Law Enforcement activities related to firearms training, and shall not provide access to law enforcement personnel during any other time or for any other non-official reason.

Law enforcement agencies shall follow and comply with vector and non-incendiary round requirements and signage at SHFC ranges. Agencies shall comply with their own internal agency firing rules and procedures while conducting firing while on the ranges. Agency activities shall be restricted to the designated range facility only. Proposed deviations to range rules or activity occurring off the range facility related to scenarios that may be used by Law Enforcement, shall be coordinated by the Law Enforcement agency in advance with Plant Protection. Use of any ammunition, other than non-incendiary, standard issue, shall be coordinated in advance with Plant Protection.

10. Chronic Wasting Disease Management and Archery Hunting at the Waterton Facility:

Archery hunting on LMSSC property is prohibited except as requested by the Colorado Department of Wildlife for Chronic Wasting Disease Management Hunts and as approved by the LMSSC Director of Security and Vice-President, Human Resources in advance in writing. Archery hunting for this purpose may be approved for the season on a year-by-year basis, and is a privilege extended to employees and retirees who are members of the SHFC and eligible members of their immediate family. However, regular members who do not meet the current criteria for the "Regular Member" status as set forth in Article 2 above, are not eligible to participate in archery hunting, even though 'grand-fathered' for other purposes.

The Director of Security and the Vice-President, Human Resources may issue a memo of approval which covers a specific time period and contains general information and all specific regulations. The annual memo if issued will define who is eligible to participate in the hunt and the SHFC shall publicize who is eligible and rules of procedure to its members.

11. Hunter Safety Classes

SHFC may conduct hunter safety classes at range facilities which shall be compliant with Colorado state regulations for hunter safety education. All SHFC hunter education instructors shall be Colorado state-certified at their level of expertise and SHFC shall maintain records of valid certifications by the state. Hunter Education provided by SHFC is considered by the club as a community support activity and may be open to the public. The Club charges a fee for this service. SHFC Range Rules address the procedure for bringing a Hunter Education class to the range for the firearms handling portion of the

hunter education curriculum. Use of the range by Hunter Education classes and instructors is under the supervision of a Range Safety Officer appointed by the Board of Directors. The Board of Directors will maintain a list of Range Officers authorized to escort, large non-member groups to the ranges.

SHFC may also conduct basic firearms safety classes at the clubhouse and range facilities. All firearms safety instructors shall be NRA-certified and SHFC shall maintain records of valid certifications by the NRA.

12. Fishing Boat Rental

If a SHFC member wishes to use one of the Club-owned fishing boats, he/she must contact the SHFC Boat Use Coordinator. The Boat use coordinator shall review a checklist of boater safety rules required equipment with the member and shall maintain sign-in and sign-out signatures. A release and waiver of liability form shall be signed by each anticipated user/occupant of the boat.

13. Purchasing of Firearms

The SHFC shall strictly comply with its Federal Firearms License, and shall strictly control activities of the club's purchasing agents in accordance with provisions of the license. Club members shall not be permitted to place direct personal orders for firearms under that license. All purchasing transactions under the SHFC's Federal Firearms License must be done through the club's authorized purchasing agents at locations not on LMSSC property. No such purchasing transactions shall take place, nor shall any delivery, receiving, storage or possession of firearms occur on LMSSC property or through its postal, shipping and receiving facilities. The SHFC Federal Firearms License shall not reference any association with Lockheed Martin Corporation by name, or authorize use of any Lockheed Martin address.

As is the case with all Lockheed Martin clubs, SHFC does not have authority to sign contracts using the name of Lockheed Martin or otherwise obligate it in any way.

14. Range Environment

In the event of range closure, LMSSC's Environment, Safety and Health will comply with all State and Federal regulations concerning health and the environment. SHFC and LMSSC agree to work cooperatively to meet all hazardous material and waste management requirements.

SHFC shall ensure that LMSSC's Environmental, Safety and Health, and LMSSC Facilities Department are informed in advance of all proposed construction activities at the archery and firearms ranges. LMSSC may, in its sole and absolute discretion,

approve or withhold its approval for any such proposed construction activity. Prior written coordination and pre-approval is required to insure compliance with building codes, county zoning, or any other Facilities Department requirements.

15. Charter review and amendments:

This Agreement shall be reviewed annually and any amendments to this Agreement must be approved in advance by both LMSSC and SHFC. Annual review and amendment review will be coordinated by Employee Services. SHFC agrees to implement, according to its rules and practices, any changes to Club By-Laws or operating procedures as may be required by LMSSC from time to time.

16. SHFC Range Safety Officers Held Harmless by LMSSC

SHFC Range Safety Officer(s) who are active employees of LMSSC and who are present at the shooting facility when it is in use by SHFC members shall not be subject to any disciplinary or employment sanctions on account of a Range incident or accident, provided that the Range Safety Officer was acting in good faith, in compliance with applicable SHFC rules and range procedures, and without gross negligence, recklessness or willful and wanton misconduct. Nothing in this article shall confer or imply any contract of employment or affect any other incident or aspect of such person's employment relationship with Lockheed Martin Corporation. Nothing in this article shall be construed as or imply assumption by Lockheed Martin Corporation of any legal liability otherwise incurred by SHFC, its officers, directors, range safety officers, agents, members, guests or invitees.

17. Revocation of Agreement by LMSSC

In consideration for the provisions of this Agreement and permission to use LMSSC property for Club activities, the parties agree that LMSSC may at any time, with or without cause and in its sole and absolute discretion, terminate this Agreement for its convenience without cost or liability to it, and may limit or prohibit future activities of SHFC on LMSSC property. LMSSC makes no commitment to continue to permit use of range facilities by SHFC for any term or period. Any unperformed promises or obligations set forth in this Agreement shall survive termination of the Agreement and shall continue in effect.

ENCLOSURES:

Exhibit "A"---By-Laws of the Skyline Hunting and Fishing Club, Inc.

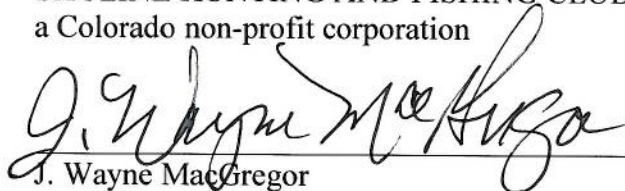
Exhibit "B"---Range Rules

Exhibit "C"---Range Orientation Checklist

Exhibit "D"---Law Enforcement Coordination Procedure

This Agreement is effective on the date first written above.

SKYLINE HUNTING AND FISHING CLUB, INC.
a Colorado non-profit corporation

 3/28/2016
J. Wayne MacGregor
President, Skyline Hunting and Fishing Club Date:

LOCKHEED MARTIN CORPORATION,
a Maryland corporation, acting through its
LOCKHEED MARTIN SPACE SYSTEMS COMPANY

 4-20-2016
Daniel A. McNulty
Vice-President-General Counsel-LMSSC Date: