

Tolling Agreement

This Tolling Agreement (the “Agreement”) is dated and made effective as of December 20, 2024 (the “Effective Date”) by and between Lockheed Martin Corporation (“Lockheed Martin”) and The State of New York, by and through the New York State Department of Environmental Conservation (“Department”) (each a “Party,” and together the “Parties”).

Lockheed Martin contends that it may have causes of action against the Department related to an Order on Consent (Index No. CO 7-20200408-38) (the “Order”) between Lockheed Martin and the Department that, among other things, requires Lockheed Martin to operate a temporary per- and polyfluoroalkyl substances treatment system at the former International Business Machines site located at 1801 NY-17C in Owego, New York. Lockheed Martin submitted a request to the Department seeking to modify the Order on May 9, 2024, which the Department denied on October 30, 2024. Tolloed causes of action include but are not limited to those brought pursuant to Article 78 of the New York Civil Practice Law and Rules (collectively “Tolloed Claims”). The Parties enter into this Agreement to explore the further review and potential resolution of Lockheed Martin’s alleged claims, without thereby altering the claims or defenses available to any Party hereto, except as specifically provided herein.

NOW THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

I. **Tolling Period.** The period commencing on December 20, 2024 and ending on April 30, 2025 (the “Tolling Period”) shall not be included, asserted, or relied upon in any way in computing the running of the time under any potentially applicable statute of limitations or statute of repose related to the Tolloed Claims, nor shall the Tolling Period be considered in support of a laches defense or any other time-based defense (whether statutory, equitable, contractual, or

otherwise). Nothing in this Agreement shall have the effect of reviving any claims that are otherwise barred by any statute of limitations prior to the Effective Date.

2. **Admissions.** This Agreement shall not constitute an admission of any fact, conclusion of law, or liability by any Party. Nor does this Agreement constitute an admission or acknowledgement by either Party that any statute of limitations, statute of repose, or similar time-based defense is applicable to any Tolloed Claims.

3. **Admissibility.** This Agreement shall not be admissible or usable in any action or proceeding between the Parties for any purpose other than obtaining enforcement of its terms. This Agreement is not intended to affect any claims by or against third parties.

4. **Modifications.** This Agreement may not be modified except in writing signed by the Parties. The Parties acknowledge that this Agreement may be extended for such period of time as the Parties agree to in writing.

5. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties and no statement, promise, or inducement made by any Party to this Agreement that is not set forth in the Agreement shall be valid or binding nor shall it be used in construing the terms of the Agreement. This Agreement shall be construed as if all Parties jointly prepared it, and any uncertainty or ambiguity shall not be interpreted against any Party. Each of the Parties acknowledges that it did not execute this Agreement under duress and was represented by competent counsel in connection with this Agreement.

6. **Governing Law.** This Agreement and the rights and liabilities of the Parties shall be governed by and enforced in accordance with the laws of the State of New York.

7. **Authority to Bind.** The undersigned representative of each of the Parties executing this Agreement warrant that he or she has been authorized to enter into this Agreement on behalf

Draft Dated 12/9/24

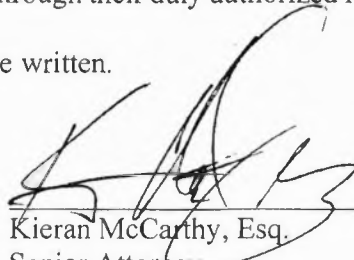
of the Party on whose behalf it is signed, and that signatory has full and complete authority to do so.

8. **Binding Effect.** The terms and conditions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors or assigns of the Parties.

9. **Execution.** This Agreement may be executed in one or more counterparts, all of which shall be deemed one original instrument. Signatures transmitted by facsimile or electronically in PDF format shall be deemed original signatures.

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have executed this Agreement as of the date first above written.

Dated: 12/30/24


Kieran McCarthy, Esq.
Senior Attorney
New York State Department of
Environmental Conservation
Office of General Counsel
625 Broadway, 14th Floor
Albany, New York 12233

Dated: _____

Roberto Ramos-Antonmattei, Esq.
Assistant General Counsel
Corporate Environmental Safety & Health
Law
Lockheed Martin Corporation
6801 Rockledge Drive
Bethesda, MD 20817

of the Party on whose behalf it is signed, and that signatory has full and complete authority to do so.

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Dated: _____

Kieran McCarthy, Esq.
Senior Attorney
New York State Department of
Environmental Conservation
Office of General Counsel
625 Broadway, 14th Floor
Albany, New York 12233

Ramos-
Antonmattei
, Roberto R

Digitally signed by: Ramos-
Antonmattei, Roberto R
DN: CN = Ramos-
Antonmattei, Roberto R
OU = CorpHQ, Users
Date: 2025.01.02 12:45:20
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Dated: January 2, 2025

Roberto Ramos-Antonmattei, Esq.
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Corporate Environmental Safety & Health
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Lockheed Martin Corporation
6801 Rockledge Drive
Bethesda, MD 20817