

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into between the United States of America, acting through the United States Department of Justice and on behalf of the Department of Energy (“the DOE”) (collectively the “United States”) and Andrew L. Horn (“Mr. Horn”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. From December 2018 until January 2021, Mr. Horn worked as a Senior Advisor to the Secretary of Energy at the DOE. In this capacity, on or about January 16, 2021, Mr. Horn drafted on official DOE letterhead two Letters of Interest for Company 1, a privately owned company focused on investments concerning certain minerals critical for national security and economic stability. In the correspondence on DOE letterhead, Mr. Horn stated he was writing on behalf of the DOE to express “official interest” in two separate projects being undertaken by Company 1. During this time, he was also negotiating anticipated post-government employment with the Chief Executive Officer of Company 1.

B. The United States alleges that it has certain civil claims against Mr. Horn arising his conduct of participating personally and substantially in the drafting of these Letters of Interest that affected the financial interests of Company 1, an entity with which he was negotiating future employment. This conduct is referred to below as the Covered Conduct.

1. On or about January 16, 2021, Mr. Horn drafted on DOE letterhead and signed a Letter of Interest, on behalf of the DOE, in which he expressed the

DOE's "official interest" in Company 1's minerals recovery initiative and partnership with Company 2. During this time frame, Mr. Horn was negotiating contract terms to serve as a paid Senior Advisor to Company 1.

2. On or about January 16, 2021, Mr. Horn separately drafted on DOE letterhead and signed a Letter of Interest, on behalf of the DOE, in which he expressed the DOE's "official interest" in Company 1's minerals development projects. During this time frame, Mr. Horn was negotiating contract terms to serve as a paid Senior Advisor to Company 1.

C. This Settlement Agreement is neither an admission of liability by Mr. Horn nor a concession by the United States that its claims are not well founded.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Mr. Horn shall pay to the United States \$59,000 (Settlement Amount) by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice no later than 10 days after the Effective Date of this Agreement.

2. Subject to the exceptions in Paragraph 3 (concerning reserved claims) below, and conditioned upon the United States' receipt of the Settlement Amount, the United States releases Mr. Horn from any civil or administrative monetary claim the United States has for the Covered Conduct under 18 U.S.C. § 208 for which a civil action is authorized under 18 U.S.C. § 216.

3. Notwithstanding the release given in Paragraph 2 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, or any administrative remedy, including the suspension and debarment rights of any federal agency;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of persons other than Mr. Horn.

4. Mr. Horn waives and shall not assert any defenses Mr. Horn may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

5. Mr. Horn fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Mr. Horn has asserted, could

have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' investigation and prosecution thereof.

6. This Agreement is intended to be for the benefit of the Parties only.

7. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

8. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

9. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the District of Columbia. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

13. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

14. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

15. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

16. This Agreement is binding on Mr. Horn's successors, transferees, heirs, and assigns.

17. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.


18. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

[Signature Pages Follow]

THE UNITED STATES OF AMERICA

DATED: 6/17/2025

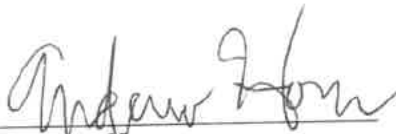
BY: _____


Robbin O. Lee
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DEFENDANT

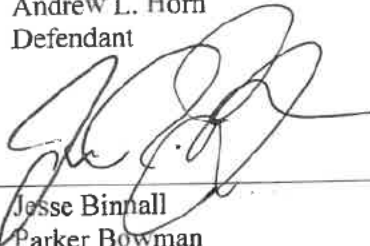
DATED: 6/11/25

BY: _____


Andrew L. Horn
Defendant

DATED: 6/11/25

BY: _____


Jesse Binnall
Parker Bowman
Counsel for Andrew L. Horn