UNITED STATES OF AMERICA
SECURITIES AND EXCHANGE COMMISSION

DEFERRED PROSECUTION AGREEMENT

1. In connection with an investigation, the Division of Enforcement ("Division") of the United States Securities and Exchange Commission ("Commission") alleges The PBSJ Corporation ("Respondent"), on or about 2009, violated Sections 30A, 13(b)(2)(A), and 13(b)(2)(B) of the Securities Exchange Act of 1934 ("Exchange Act") by making offers and promises of payment and other benefits to certain Qatari government officials in order to secure two multi-million dollar development contracts in Qatar and Morocco and by failing to keep accurate books and records relating to those transactions, and by failing to maintain internal accounting controls to ensure the transactions were recorded accurately and that financial statements were prepared in conformity with generally accepted accounting principles ("Investigation"). Prior to a public enforcement action being brought by the Commission against it, Respondent has offered to accept responsibility for its conduct and to not contest or contradict the factual statements contained in Paragraph 7 in any future Commission enforcement action in the event it breaches this Agreement. Accordingly, the Commission and the Respondent enter into this deferred prosecution agreement ("Agreement") on the following terms and conditions:

TERM

2. The Respondent was a corporation organized and operating under the laws of Florida and headquartered in Tampa. Throughout the relevant period, Respondent's common stock was registered pursuant to Section 12(g) of the Exchange Act and Respondent filed annual and quarterly reports as required under Section 13(a) of the Exchange Act and Rules 13a-1 and 13a-13 thereunder. On October 1, 2010, WS Atkins plc ("Atkins") acquired Respondent. That same day, Respondent filed a Form 15 with the Commission, which terminated all offerings of its securities and removed all remaining securities from registration under Section 12(g).

3. The Respondent understands and agrees that the provisions of this Agreement are in full force and effect from January 22, 2015 to January 22, 2017 ("Deferred Period"), unless expressly stated otherwise.

COOPERATION

4. The Respondent, its successors, its parent, Atkins, and all Atkins subsidiaries (collectively "Related Entities") agree to cooperate fully and truthfully in the Investigation and any other related enforcement litigation or proceeding to which the Commission is a party (the "Proceedings"), regardless of the time period in which the cooperation is required. In addition, the Respondent and Related Entities agree to

cooperate fully and truthfully, when directed by the Division's staff, in an official investigation or proceeding by any federal, state, or self-regulatory organization ("Other Proceedings"). The full, truthful, and continuing cooperation of the Respondent and Related Entities shall include, but not be limited to:

a. producing, in a responsive and prompt manner, all non-privileged documents, information, and other materials to the Commission as requested by the Division's staff, wherever located, in the possession, custody, or control of the Respondent or any of its Related Entities;

b. using its best efforts to secure the full, truthful, and continuing cooperation, as defined in Paragraph 5, of current and former directors, officers, employees and agents, including making these persons available, when requested to do so by the Division's staff, at its expense, for interviews and the provision of testimony in the investigation, trial and other judicial proceedings in connection with the Proceedings or Other Proceedings; and

c. entering into tolling agreements, when requested to do so by the Division's staff, during the period of cooperation.

5. The full, truthful, and continuing cooperation of each person described in Paragraph 4 above will be subject to the procedures and protections of this paragraph, and shall include, but not be limited to:

a. producing all non-privileged documents and other materials as requested by the Division's staff;

b. appearing for interviews, at such times and places, as requested by the Division's staff;

c. responding to all inquiries, when requested to do so by the Division's staff, in connection with the Proceedings or Other Proceedings; and

d. testifying at trial and other judicial proceedings, when requested to do so by the Division's staff, in connection with the Proceedings or Other Proceedings.

STATUTE OF LIMITATIONS

6. The Respondent agrees that the running of any statute of limitations applicable to any action or proceeding against it authorized, instituted, or brought by or on behalf of the Commission arising out of the Investigation ("Proceeding"), including any sanctions or relief that may be imposed therein, is tolled and suspended during the Deferred Period.

a. The Respondent and any of its attorneys or agents shall not include the Deferred Period in the calculation of the running of any statute of limitations or for any

other time-related defense applicable to the Proceeding, including any sanctions or relief that may be imposed therein, in asserting or relying upon any such time-related defense.

b. This agreement shall not affect any applicable statute of limitations defense or any other time-related defense that may be available to Respondent before the commencement of the Deferred Period or be construed to revive a Proceeding that may be barred by any applicable statute of limitations or any other time-related defense before the commencement of the Deferred Period.

c. The running of any statute of limitations applicable to the Proceeding shall commence again after the end of the Deferred Period, unless there is an extension of the Deferred Period executed in writing by or on behalf of the parties hereto.

d. This agreement shall not be construed as an admission by the Commission relating to the applicability of any statute of limitations to the Proceeding, including any sanctions or relief that may be imposed therein, or to the length of any limitations period that may apply, or to the applicability of any other time-related defense.

STATEMENT OF FACTS[1]

7. If this case had gone to trial, the Commission would have presented evidence sufficient to prove the facts set forth in Exhibit A.

PROHIBITIONS

8. During the Deferred Period, the Respondent understands and agrees to comply with the following prohibitions:

a. to refrain from violating the federal and state securities laws;

b. to refrain from violating the applicable rules promulgated by any self-regulatory organization;

c. to refrain from seeking or accepting a U.S. federal or state tax credit or deduction for any civil monetary penalty paid pursuant to this Agreement; and

d. to refrain from seeking or accepting reimbursement or indemnification from any source, including, but not limited to, payment made pursuant to an insurance policy or employment contract, with regard to any civil monetary penalty paid pursuant to this Agreement.

[1] The facts set forth in this section are made pursuant to settlement negotiations associated with the violations alleged by the Division in Paragraph 1 of this Agreement and are not binding in any other legal proceeding or on any other person or entity.

UNDERTAKINGS

9. During the Deferred Period, the Respondent understands and agrees to perform the following undertakings:

a. to provide written notification to the Division, within fourteen days, if it (1) has been questioned, charged, or convicted of an offense by any U.S. federal, state, or local law enforcement organization, regulatory agency, or self-regulatory organization; or (2) has been questioned, charged, or convicted of an offense by any foreign law enforcement organization or regulatory agency relating to any anti-bribery or securities law, regulation, or rule;

b. to provide written notification to the Division, within fourteen days, if it has been questioned, a formal or informal complaint has been made against it, or disciplinary action has been taken against it by any U.S. federal, state, or local law enforcement organization, regulatory agency, or self-regulatory organization relating to any anti-bribery or securities law, regulation or rule;

c. to pay disgorgement obtained or retained as a result of the violations alleged in Paragraph 1 in the amount of $2,892,504 together with prejudgment interest thereon in the amount of $140,371, and pay a civil penalty in the amount of $375,000 for a total of $3,407,875 within 30 days of approval of the Agreement by the Commission. Respondent may transmit payment electronically to the Commission, which will provide detailed ACH transfer/Fedwire instructions upon request. Payment may also be made directly from a bank account via Pay.gov through the SEC website at http://www.sec.gov/about/offices/ofm.htm. Respondent may also pay by certified check, bank cashier's check, or United States postal money order payable to the Securities and Exchange Commission, which shall be delivered or mailed to:

Enterprise Services Center
Accounts Receivable Branch
6500 South MacArthur Boulevard
Oklahoma City, OK 73169

and shall be accompanied by a letter identifying the Respondent and specifying that the payment is made pursuant to a deferred prosecution agreement entered into with the Commission on January 22, 2015, and send an additional copy of the letter and check in accordance with the service requirements of Paragraph 12. By making this payment, Respondent relinquishes all legal and equitable right, title, and interest in such funds and no part of the funds shall be returned to the Respondent. The Commission shall send the funds paid pursuant to this Agreement to the United States Treasury;

d. to provide the Division with a written certification of compliance with the prohibitions and undertakings in this Agreement between forty-five and sixty days before the end of the Deferred Period;

e. to review annually and update, as appropriate, the Code of Conduct on an annual basis beginning on January 22, 2016;

f. to require that each director, officer, and employee sign a certification of compliance with the Code of Conduct on an annual basis beginning on January 22, 2016;

g. to conduct effective training regarding anticorruption and compliance with the Foreign Corrupt Practices Act ("FCPA") for (1) all current officers and managers; (2) all employees working in Finance, Accounting, Internal Audit, Sales, and Government Relations; (3) all other employees working in positions Respondent deems to involve activities impacted by Respondent's policies regarding anticorruption and compliance with the FCPA, on or before December 31, 2014, and (4) all such future employees within 90 days of their affiliation with Respondent;

h. to maintain and enforce comprehensive procedures designed to address and prevent violations of the federal securities laws, including but not limited to compliance with the FCPA and other applicable anticorruption laws on or before January 22, 2016; and

i. to identify and implement improved internal controls by, as necessary, adopting new or modifying existing internal controls, policies, and procedures designed to ensure the making and keeping of books, records, and accounts, which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Respondent on or before January 22, 2016.

PUBLIC STATEMENTS

10. After the Deferred Period begins, January 22, 2015, the Respondent agrees not to take any action or to make or permit any public statement through present or future attorneys, employees, agents, or other persons authorized to speak for it, except in legal proceedings in which the Commission is not a party in litigation or otherwise, denying, directly or indirectly, any aspect of this Agreement or creating the impression that the statements in Paragraph 7 of this Agreement are without factual basis. This paragraph is not intended to apply to any statement made by an individual in the course of any criminal, civil, or regulatory proceeding initiated by the government or self-regulatory organization against such individual, unless such individual is speaking on behalf of the Respondent. If it is determined by the Commission that a public statement by the Respondent or any related person contradicts in whole or in part this Agreement, at its sole discretion, the Commission may bring an enforcement action in accordance with Paragraphs 13 through 16.

11. Prior to issuing a press release concerning this Agreement, the Respondent agrees to have the text of the release approved by the staff of the Division.

SERVICE

12. The Respondent agrees to serve by hand delivery or by next-day mail all written notices and correspondence required by or related to this Agreement to Tracy L. Price, Assistant Director, Division of Enforcement, U.S. Securities and Exchange Commission, 100 F Street, N.E., Mail Stop 5631, Washington, D.C. 20549, (202) 551-4490, unless otherwise directed in writing by the staff of the Division.

VIOLATION OF AGREEMENT

13. The Respondent understands and agrees that it shall be a violation of this Agreement if it knowingly provides false or misleading information or materials in connection with the Proceedings or Other Proceedings. In the event of such misconduct, the Division will advise the Commission of the Respondent's misconduct and may make a criminal referral for providing false information (18 U.S.C. § 1001), contempt (18 U.S.C. §§ 401-402) and/or obstructing justice (18 U.S.C. § 1503 *et seq.*).

14. The Respondent understands and agrees that it shall be a violation of this agreement if it violates the federal securities laws after entering into this agreement. It is further understood and agreed that should the Division determine that it has failed to comply with any term or condition of this Agreement, the Division will notify the Respondent or its counsel of the fact and provide an opportunity for the Respondent to make a submission consistent with the procedures set forth in the Securities Act of 1933 Release No. 5310. Under these circumstances, the Division may, in its sole discretion and not subject to judicial review, recommend to the Commission an enforcement action against the Respondent for any securities law violations, including, but not limited to, the substantive offenses relating to the Investigation. Nothing in this agreement limits the Division's discretion to recommend to the Commission an enforcement action against the Respondent for future violations of the federal securities laws, without notice, to protect the public interest.

15. The Respondent understands and agrees that in any future enforcement action resulting from its violation of the Agreement, any documents, statements, information, testimony, or evidence provided by it during the Proceedings or Other Proceedings, and any leads derived therefrom, may be used against it in future legal proceedings.

16. In the event it breaches this Agreement, the Respondent agrees not to dispute, contest, or contradict the factual statements in Paragraph 7 above as admissions pursuant to Federal Rule of Evidence 801(d)(2), or their admissibility, in any future Commission action against it.

COMPLIANCE WITH AGREEMENT

17. Subject to the full, truthful, and continuing cooperation of the Respondent, as described in Paragraphs 4 and 5, and compliance by Respondent with all obligations,

prohibitions and undertakings in the Agreement during the Deferred Period, the Commission agrees not to bring any enforcement action or proceeding against the Respondent arising from the Investigation, after the conclusion of the Deferred Period.

18. The Respondent understands and agrees that this Agreement does not bind other federal, state or self-regulatory organizations, but the Commission may, at its discretion, issue a letter to these organizations detailing the fact, manner, and extent of its cooperation during the Proceedings or Other Proceedings, upon the written request of the Respondent.

19. The Respondent understands and agrees that if it sells, merges, or transfers all or substantially all of its business operations as they exist as of the date of this Agreement, whether such a sale is structured as a stock or asset sale, merger, or transfer during the Deferred Period, it shall include in any contract for sale, merger, or transfer a provision binding the purchaser/successor in interest to the obligations set forth in this Agreement.

20. The Respondent understands and agrees that the Agreement only provides protection against enforcement actions arising from the Investigation and does not relate to any other violations or any individual or entity other than the Respondent.

VOLUNTARY AGREEMENT

21. The Respondent's decision to enter into this Agreement is freely and voluntarily made and is not the result of force, threats, assurances, promises, or representations other than those contained in this Agreement.

22. The Respondent has read and understands this Agreement. Furthermore, the Respondent has reviewed all legal and factual aspects of this matter with its attorney and is fully satisfied with its attorney's legal representation. The Respondent has thoroughly reviewed this Agreement with its attorney and has received satisfactory explanations concerning each paragraph of the Agreement. After conferring with its attorney and considering all available alternatives, the Respondent has made a knowing decision to enter into the Agreement.

23. The Respondent represents that its Board of Directors has duly authorized, in the resolution attached as Exhibit B , the execution and delivery of this Agreement, and that the person signing this Agreement has authority to bind the Respondent.

ENTIRETY OF AGREEMENT

24. This Agreement constitutes the entire agreement between the Commission and the Respondent, and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

25. This Agreement cannot be modified except in writing, signed by the Respondent and a representative of the Commission.

26. In the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring the Commission or the Respondent by virtue of the authorship of any of the provisions of the Agreement.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

RESPONDENT

21 NOVEMBER 2014
Date

C. Ernest Edgar IV, Esq.
The Atkins North America Holdings Corporation
Senior Vice President and General Counsel
4030 W. Boy Scout Boulevard
Tampa, FL 33607
(813) 281-3626

On NOVEMBER, 21, 2014, C. ERNEST EDGAR IV, a person known to me, personally appeared before me and acknowledged executing the foregoing agreement with full authority to do so on behalf of THE ATKINS NORTH AMERICA HOLDINGS CORPORATION [RESPONDENT] as its GENERAL COUNSEL [TITLE] {and pursuant to Exhibit B, the attached Resolution of the Board of Directors}.

Barbara L. Ott
Notary Public
State:
Commission number:
Commission expiration:

BARBARA L. OTT
Commission # EE 218443
Expires November 18, 2016
Bonded Thru Troy Fain Insurance 800-385-7019

RESPONDENT'S COUNSEL

Approved as to form:

11/24/14
Date

Mark P. Schnapp, Esq.
Greenberg Traurig, P.A.
333 SE 2nd Avenue, Suite 4400
Miami, Florida 33131
(305) 579-0541

Date

Edward J. Fuhr, Esq.
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951 East Byrd Street
Richmond, Virginia 23219-4074
(804) 788-8200

SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT

1/21/2015
Date

Kara Novaco Brockmeyer
FCPA Unit Chief

RESPONDENT'S COUNSEL

Approved as to form:

Date

Mark P. Schnapp, Esq.
Greenberg Traurig, P.A.
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SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT

Date

Kara Novaco Brockmeyer
FCPA Unit Chief

EXHIBIT A

STATEMENT OF FACTS[1]

If this case had gone to trial, the Commission would have presented evidence sufficient to establish the following facts:

The PBSJ Corporation

1. The PBSJ Corporation ("PBSJ") was an employee-owned engineering and construction firm incorporated in Florida and headquartered in Tampa. Through the relevant period, PBSJ's common stock was registered pursuant to Section 12(g) of the Securities Exchange Act of 1934 ("Exchange Act") and PBSJ filed annual and quarterly reports as required under Section 13(a) of the Exchange Act and Rules thereunder.[2]

2. PBS&J International, Inc. ("PBS&J Int'l") was a wholly-owned subsidiary of PBSJ headquartered and incorporated in Florida. PBS&J Int'l was a provider of engineering, architectural and planning services in international markets, including the Middle East. PBS&J Int'l currently is a subsidiary of Atkins.

3. The former President of PBS&J Int'l, Walid Hatoum ("Hatoum"), is a United States citizen who initially worked for PBSJ as an engineer from 1986 until 1990. In February 2009, Hatoum was rehired to join PBS&J Int'l as its Director of International Marketing, even though his prior employment file at PBSJ had been marked "Ineligible for Rehire." Although Hatoum did not formally join PBS&J Int'l until April 2009, he assisted PBS&J Int'l with identifying projects as early as November 2008. Hatoum was promoted to President of PBS&J Int'l in mid-June 2009, and became an officer of PBSJ at the same time.

4. During 2009, PBS&J Int'l won two multi-million dollar development contracts. One contract was for work in Qatar and the other was for work in Morocco. Both were competitively solicited and approved by the Qatari Diar Real Estate Investment Company

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[1] The facts set forth in Exhibit A are made pursuant to settlement negotiations associated with the violations alleged by the Division in Paragraph 1 of this Deferred Prosecution Agreement and are not binding against PBSJ or its directors, officers, or employees, or any other person or entity in any other legal proceeding.

[2] On October 1, 2010, after the conduct at issue, WS Atkins plc ("Atkins"), a public limited engineering and design company based in the United Kingdom and organized under the laws of England and Wales, acquired PBSJ and all of its common stock. Atkins is traded on the London Stock Exchange under the symbol ATK.L. That day, PBSJ filed a Form 15 with the Commission, which terminated all offerings of its securities and removed all remaining securities from registration under Section 12(g). Post-acquisition, PBSJ became an indirect wholly-owned subsidiary of Atkins. On April 1, 2011, PBSJ changed its name to The Atkins North America Holdings Corporation.

("Qatari Diar"). Qatari Diar was established by the Qatari government to coordinate the country's real estate development.

5. PBSJ and PBS&J Int'l, through Hatoum, offered bribes to the then-Director of International Projects at Qatari Diar ("Foreign Official"), to secure Qatari government contracts by planning to funnel funds to a local company the Foreign Official owned and controlled ("Local Partner"). Foreign Official, a former business colleague of Hatoum's at another U.S. engineering firm, worked for Qatari Diar throughout 2009, until his resignation from Qatari Diar on December 21, 2009. Prior to joining PBSJ, Hatoum and Foreign Official discussed directing business in the Middle East to Local Partner.

6. In return, Foreign Official provided PBS&J Int'l with access to confidential sealed-bid information and pricing information on the two government contracts that helped PBS&J Int'l tender bids that had a greater likelihood of being awarded, including a government contract for which the Foreign Official was the project manager.

Offers and Promises Made to Foreign Official

LRT Project in Qatar

7. In November and December 2008, Hatoum began discussing potential employment with PBSJ. Even before he received a formal employment contract, Hatoum met with PBS&J Int'l to discuss opportunities to grow PBS&J Int'l business in the Middle East. Hatoum discussed projects involving Qatari Diar, including a light rail transit project in Qatar ("the LRT Project").

8. In January 2009, Hatoum arranged for Foreign Official's brother, through Local Partner, to introduce PBS&J Int'l to Qatari Diar senior executives involved in the LRT Project. Soon after that meeting, PBS&J Int'l decided to bid on the LRT Project. PBS&J Int'l added Foreign Official's company, Local Partner, on its proposal team as a subcontractor to handle local operations such as hiring local labor, as well as complying with bonding and insurance requirements. In return, Hatoum and PBS&J Int'l agreed to pay the Foreign Official, through Local Partner, 40% of the profits realized from any LRT Project contract as well as reimburse its direct costs. The remaining profits were to be split between PBS&J Int'l (40%) and another U.S.-based subcontractor (20%), which would perform all of the planning and engineering services for the LRT project.

9. At that time, Hatoum was the only person at PBS&J Int'l who had any knowledge about Foreign Official's ownership interest in Local Partner. Had PBSJ conducted meaningful due diligence at that time, it would have discovered Foreign Official's dual role as both government official and third-party owner/operator of Local Partner.

10. During the bidding process, Foreign Official gave confidential sealed bid information to PBS&J Int'l to assist it in winning the LRT Project in return for promised payments. Foreign Official also made strategic and technical decisions on many aspects of the LRT Project that favored PBS&J Int'l with Hatoum's knowledge.

11. Foreign Official used a Local Partner alias to communicate that information to Hatoum and other PBSJ and PBS&J Int'l employees while disguising his involvement on multiple conference calls and in dozens of emails to the United States. Hatoum was aware that Foreign Official was using the alias in communications with PBSJ employees, officers, and directors and with Qatari Diar. Hatoum flew to the Middle East to meet with Qatari Diar officials, including Foreign Official, to discuss PBS&J Int'l's qualifications for the LRT Project. At the meeting, neither Foreign Official nor Hatoum informed Qatari Diar that Foreign Official was working for Local Partner and providing confidential information and other assistance to help PBS&J Int'l win the contracts.

12. Following its initial submission, PBS&J Int'l revised its bid, based on information and guidance provided by the Foreign Official, to best position itself to win the LRT Project and to withstand possible challenges from competitors. On or about August 3, 2009, Qatari Diar awarded the LRT Project contract worth approximately $35.6 million to PBS&J Int'l.

13. After the award, PBS&J Int'l opened a joint account with Local Partner that was accessible to Foreign Official's wife. PBS&J Int'l also authorized a four-year letter of credit relating to a bank guarantee in Qatar. The letter of credit was a precondition for receipt of the first contract payment by Qatari Diar to PBS&J Int'l, an upfront, 10% (approximately $3.6 million) payment, which was deposited into the joint account.

14. Once the award was received, Hatoum offered Foreign Official an "agency fee" to Local Partner for 1.8% of the LRT Project contract amount (equivalent to approximately $640,000). Additionally, PBS&J Int'l agreed to pay half of the salary of Foreign Official's wife, who worked for Local Partner.

Design Contract in Morocco

15. In addition to the LRT Project, Qatari Diar opened a Morocco hotel resort development ("Morocco Project") for competitive bid. On August 7, 2009, PBS&J Int'l emailed its Statement of Qualifications for the design contract to Foreign Official, the Qatari Diar project manager for the Morocco Project.

16. In October 2009, Hatoum offered payment to Foreign Official in the form of an agency fee to Local Partner to secure the Morocco Project. The Morocco Project was worth

approximately $25 million to PBS&J Int'l, of which the Foreign Official was offered an agency fee of 3% of the contract amount, which equates to approximately $750,000. Hatoum instructed a PBS&J Int'l employee to hide the agency fee within the company's bid proposal by inflating other components of the offer for the Morocco Project.

17. Foreign Official attended meetings with PBS&J Int'l employees to discuss the project but neither Foreign Official nor Hatoum told the employees that he was working for Local Partner. At the same time, Foreign Official, using his Local Partner alias, reviewed and made changes to PBS&J Int'l's original bid offer via email and phone. He also made key technical and strategic proposal decisions throughout the bidding process and instructed PBS&J Int'l to lower its offer to a specific dollar amount. By doing so, he ensured PBS&J Int'l's final bid had a greater likelihood of being approved by Qatari Diar. On or around October 19, 2009, Qatari Diar informed PBS&J Int'l that it was awarded the Morocco Project.

Red Flags

18. PBSJ and PBS&J Int'l officers and employees ignored multiple red flags that should have led them to uncover the payment scheme. For example, PBS&J Int'l and PBSJ employees knew that Local Partner was providing them with confidential sealed bid information. Hatoum also informed the employees that he was obtaining information from someone that Hatoum described as a "good friend" and "top executive" at Qatari Diar. Before PBS&J Int'l submitted its bid for the Morocco Project, a PBS&J Int'l officer learned that the husband of one of the Local Partner employees was a government official working on the Morocco Project. The PBSJ Int'l officer learned of Foreign Official's role while attending dinner with Hatoum, Foreign Official and the Foreign Official's wife. In addition, a PBSJ employee knew that "agency fees" to Local Partner were disguised as legitimate costs within the Morocco Project bid.

Discovery of the Payment Scheme

19. Shortly after PBSJ Int'l was awarded the Morocco Project contract, PBSJ's former Chief Operating Officer commented to PBSJ's then-general counsel that PBS&J Int'l was successful in winning two contracts in the Middle East within a fairly short period of time. PBSJ's then-general counsel asked Hatoum how he was able to win the LRT and Morocco Project contracts over companies with far more international experience. Hatoum told PBSJ's then-general counsel PBSJ offered "agency fees" in order to win the projects and, when asked, admitted there "would be a problem" if the agency fees were not paid. PBSJ's then-general counsel immediately launched an investigation of this issue.

20. Three weeks later, in November 2009, a Qatari government official informed Hatoum and the then-President of PBSJ that Qatari Diar had discovered Foreign Official's involvement in Local Partner and was rescinding PBS&J Int'l's contract for the Morocco Project. Hatoum then secretly made an offer of employment to a second Qatari foreign official in return for influencing Qatari Diar to reinstate the contract. However, Qatari Diar refused to reinstate the contract and did not provide PBS&J Int'l any proceeds for the project. PBSJ suspended Hatoum in December 2009. Hatoum also began deleting emails and other records.

21. PBS&J Int'l and Qatari Diar negotiated a termination of the LRT Project contract effective December 31, 2009. In January 2010, Qatari Diar entered into a bridge contract with PBS&J Int'l to continue work on the LRT Project (the "Bridge Contract") until a replacement company could be found. Ultimately, the period of performance on the Bridge Contract was 16 ½ months. PBS&J Int'l earned $2,892,504 in profits on the Bridge Contract.

22. PBSJ and Qatari Diar caught Hatoum's scheme before any of the offered and authorized amounts were paid.

Failure to Maintain Adequate Internal Controls

23. PBSJ failed to devise and maintain an adequate system of internal accounting controls. The violations involved conduct orchestrated by a high level manager at PBS&J Int'l and numerous red flags were overlooked by PBSJ and PBS&J Int'l managers and employees. Employees were aware that they were receiving confidential information in a sealed-bid process from a foreign official and that their bids were inflated to conceal payments to Local Partner. Over a million dollars in payments were offered and authorized to Foreign Official through Local Partner without a system of internal accounting controls to identify and detect the improper transactions. PBS&J Int'l agreed to pay Local Partner 40% of the LRT Project profits without subjecting Local Partner or its employees to any meaningful due diligence. PBS&J Int'l did not request a due diligence questionnaire from Local Partner before it initiated its investigation into the matter, and asked no questions about Local Partner's purported financial statements, work experience, ability to perform the work it was supposed to do under the contract, external auditors, or owners, despite knowing that a Local Partner employee was married to a government official at Qatari Diar. In fact, during the period, PBSJ considered but declined adopting due diligence controls over its contractors and joint venture partners.

24. As a result, PBS&J Int'l, through Hatoum, offered and authorized bribes to Foreign Official through Local Partner totaling approximately $1,390,000 to secure the LRT and

Morocco Projects, plus a portion of any profits Local Partner realized from the LRT Project and partial salary to Foreign Official's wife.

25. Although PBSJ offered FCPA training at PBSJ and PBS&J Int'l, the company did not ensure that its employees take the training prior to working on international matters. As a result, key PBS&J Int'l personnel on the LRT and Morocco Projects received little, if any, FCPA training during the relevant period. Hatoum received annual FCPA training from his previous employer. Hatoum was offered FCPA training by PBSJ on his first day of official employment in April 2009, but did not take it. Hatoum did not receive training from PBSJ until after Qatari Diar cancelled the Morocco Project in November 2009.

Failure to Maintain Books and Records

26. PBSJ, directly and through PBS&J Int'l, failed to make and keep books, records, and accounts which accurately and fairly reflected PBS&J Int'l's transactions with Local Partner intended for Foreign Official. Some of the payments offered and authorized to Foreign Official were concealed within other, legitimate categories of costs within bids, while others were improperly described in the books and records as legitimate transaction costs. PBSJ failed to accurately disclose in its books and records that the joint account entered into with Local Partner would benefit Foreign Official.

Self-Report, Remedial Measures and Cooperation

27. PBSJ conducted an internal investigation. PBSJ self-reported its preliminary findings of the conduct to staff of the Division of Enforcement ("Division") and the Department of Justice ("DOJ").

28. PBSJ also took immediate steps to end the misconduct. PBSJ suspended Hatoum in December 2009 and later reprimanded four other employees that missed red flags that should have alerted them to the illegal activity. PBSJ also withdrew all proposals in the Middle East initiated during Hatoum's tenure with PBS&J Int'l. PBSJ reviewed its pre-existing compliance program and revised and enhanced its compliance program, including, in part, adoption of: (1) a detailed due diligence questionnaire for contractors, sponsors, and agents; (2) an enhanced FCPA compliance program with mandatory annual training for employees and third-party agents; (3) an international compliance oversight committee at the corporate level; and (4) an annual FCPA compliance audit.

29. PBSJ ultimately provided substantial cooperation to the staff of the Division, including: voluntarily producing documents and disclosing information to the staff; voluntarily making witnesses available for interviews; and allowing its then-general counsel to interview with staff; and providing factual chronologies, timelines, internal interview summaries, and full forensic images of data.

EXHIBIT B

UNANIMOUS WRITTEN CONSENT
OF
THE BOARD OF DIRECTORS
OF
THE ATKINS NORTH AMERICA HOLDINGS CORPORATION

November 19, 2014

The undersigned, being all of the members of the Board of Directors (the "Board") of The Atkins North America Holdings Corporation, formerly known as The PBSJ Corporation, a Florida corporation (the "Corporation"), pursuant to the provisions of the Florida Business Corporation Act, do hereby waive all formal requirements, including the necessity of holding a formal meeting, and any requirement that notice of such meeting be given and do hereby agree that when the undersigned have signed this consent (the "Consent"), the resolutions set forth below shall be deemed to have been adopted to the same extent and to have the same force and effect as if adopted at a formal meeting of the Board of the Corporation duly called and held for the purpose of acting upon proposals to adopt such resolutions.

WHEREAS, the Corporation, through counsel, has been engaged in discussions with the staff of the Securities and Exchange Commission (the "SEC") regarding its investigation into potential civil claims relating to the Foreign Corrupt Practices Act (the "FCPA Matters");

WHEREAS, in order to resolve the FCPA Matters, it is proposed that the Corporation enter into a Deferred Prosecution Agreement with the SEC (the "DPA");

WHEREAS, the Board has thoroughly reviewed the DPA;

WHEREAS, the Board has been advised by the Corporation's General Counsel of the Corporation's rights, possible defenses to the FCPA Matters, the consequences of entering into the DPA, and the alternatives to entering into the DPA, and has received counsel's advice with respect to those matters; and

WHEREAS, the Board has determined that it is in the best interests of the Company to enter into the DPA;

NOW, IT IS THEREFORE,

RESOLVED, the Corporation agrees to enter into a DPA with the SEC in substantially the form reviewed by the Board; and it is

FURTHER RESOLVED, the Corporation's General Counsel is authorized to execute the DPA in substantially the same form as reviewed by the Board, with such changes as the General Counsel may approve; and it is

FURTHER RESOLVED, that this Consent may be executed in several counterparts and by facsimile, electronic and or other format and all so executed shall constitute one Consent,

shall be binding on all the parties hereto, notwithstanding that all the parties are not signatories to the original or same counterpart and, further, that any such facsimile, electronic or other copy of this Consent and all signatures thereon shall be deemed an original and any person may rely upon such copy of this Consent in determining the validity of the actions taken hereunder.

IN WITNESS WHEREOF, the undersigned have executed this unanimous written Consent as of the date first set forth above for the purpose of giving consent thereto.

DIRECTORS:

L. Joe Boyer, Chair

Michael M. Newton

C. Ernest Edgar IV

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