



**U.S. Department of Justice**

*United States Attorney  
Southern District of New York*

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*The Silvio J. Mollo Building*

*One Saint Andrew's Plaza  
New York, New York 10007*

March 17, 2011

Martin Flumenbaum, Esq.  
Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, NY 10019

Re: Skanska USA Civil Northeast, Inc.

Dear Mr. Flumenbaum:

On the understandings specified below, the Office of the United States Attorney for the Southern District of New York ("this Office") will not criminally prosecute Skanska USA Civil Northeast, Inc., and its subsidiaries (collectively, "Skanska") for any crimes (except for criminal tax violations as to which this Office cannot and does not make any agreement) related to credits claimed by Skanska under any program for disadvantaged, minority or woman-owned business enterprises ("D/M/WBEs"), for work performed by D/M/WBEs – including, but not limited to, Environmental Energy Associates, Inc. ("EEA") – during the period from January 1997 through the date of the signing of this Agreement, to the extent that Skanska has provided to this Office as of the date of the signing of this Agreement information specifically concerning the credits that it claimed or the firms for which it claimed these credits. This Office also will not pursue any civil claims, including but not limited to causes of action pursuant to the federal False Claims Act, against Skanska based on the matters just described.

Moreover, if Skanska fully complies with the understandings specified in this Agreement, no information provided by or on behalf of Skanska, or any testimony given by any then-current employee, at the request of this Office (or any other information directly or indirectly derived therefrom) will be used against Skanska in any criminal tax prosecution. This Agreement does not provide any protection against prosecution for any crimes except as set forth above, and applies only to Skanska and not to any other entities or any individuals except as set forth herein. Skanska expressly understands that the protections provided to Skanska by this Agreement shall not apply to any successor entities, whether the successor's interest arises through a merger or plan of reorganization, unless and until such successor formally adopts and executes this Agreement. The protections arising from this Agreement will not apply to any purchasers of all or substantially all of the assets of Skanska, unless such purchaser enters into a written agreement, on terms acceptable to this Office, agreeing in substance to undertake all obligations set forth in this Agreement.

### Continuing Obligation to Cooperate

Skanska acknowledges and understands that the cooperation it has provided to date in connection with a criminal investigation by this Office, and its pledge of continuing cooperation, are important and material factors underlying this Office's decision to enter into this Agreement. Accordingly, Skanska agrees to cooperate fully and actively with this Office; the United States Department of Transportation, Office of Inspector General; the Metropolitan Transportation Authority, Office of Inspector General; the Port Authority of New York-New Jersey, Office of Inspector General; and any agency of the government designated by this Office (the "Designated Agencies") regarding any matter relating to this Office's investigation about which Skanska has knowledge or information.

In this regard, it is understood that Skanska (a) shall truthfully and completely disclose all information with respect to the activities of Skanska, its officers and employees, and others concerning all matters about which this Office inquires, which information can be used for any purpose, except as limited by the second paragraph of this Agreement; (b) shall cooperate fully with this Office and the Designated Agencies; (c) shall, at this Office's request, use its best efforts promptly to secure the attendance and truthful statements or testimony of any officer, agent, employee, or former employee, at any meeting or interview or before the grand jury or at any trial or other court proceeding; (d) shall provide to this Office upon request, any document, record, or other tangible evidence relating to matters about which this Office or any of the Designated Agencies inquires; (e) shall bring to this Office's attention all criminal conduct by or criminal investigations of Skanska or its senior managerial employees which comes to the attention of Skanska's board of directors or senior management, as well as any administrative proceeding or civil action brought by any governmental authority which alleges fraud by or against Skanska.

Moreover, any assistance Skanska may provide to federal criminal investigators shall be pursuant to the specific instructions and control of this Office and designated investigators. Skanska's obligations under this paragraph shall continue until the later of (1) a period of two years from the date of this Agreement or (2) the date upon which all prosecutions arising out of the conduct described in the opening paragraph of this Agreement are final.

### Financial and Remedial Obligations

Skanska agrees that within thirty days of the date of the signing of this Agreement, it will pay a total of \$9,800,000 to the United States Department of Transportation and \$9,800,000 to the Metropolitan Transit Authority, representing, collectively, certain monies that Skanska paid EEA in connection with certain public construction contracts for which EEA served as a subcontractor.

Skanska agrees that it will promptly undertake, and complete within twelve months of the date of the signing of this Agreement, a comprehensive review of all of its existing subcontracts with D/M/WBEs, as well as any new D/M/WBE subcontracts entered into within that twelve month period, to ensure compliance with all applicable rules and regulations, including but not limited to

the requirement that D/M/WBEs perform a commercially useful function. Skanska further agrees that it will provide to this Office a report on the progress of that review at the end of each three-month period within the twelve-month period following the signing of this Agreement. In addition, Skanska further agrees that it will recommend to its parent company, Skanska USA Civil, that it and/or its subsidiaries conduct similar reviews for all United States-based operations of Skanska USA Civil. Furthermore, in connection with Skanska's utilization of D/M/WBEs, Skanska agrees to maintain, and to recommend that Skanska USA Civil and/or its subsidiaries maintain, an effective compliance and ethics program that fully comports with the criteria set forth in Section 8B2.1 of the 2010 edition of the United States Sentencing Guidelines Manual.

#### Additional Obligations

It is further understood that Skanska shall commit no crimes whatsoever. Should Skanska commit any crimes within two years subsequent to the date of signing of this Agreement, or fail to comply with its financial, remedial or cooperation obligations as described above, or should the Government determine that Skanska or any of its representatives have given deliberately false, incomplete, or misleading testimony or information in connection with any investigation or prosecution arising out of the conduct described in the opening paragraph or have otherwise violated any provision of this Agreement, (a) Skanska shall thereafter be subject to prosecution for any federal criminal violation of which this Office has knowledge, including perjury and obstruction of justice; (b) all statements made by Skanska's representatives to this Office, or one or more of the Designated Agencies, and any leads from such statements or testimony, shall be admissible in evidence in any criminal proceeding brought against Skanska and relied upon as evidence to support any penalty imposed on Skanska; and (c) Skanska shall assert no claim under the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, or any other federal rule that such statements or any leads therefrom should be suppressed. In addition, any such prosecution that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against Skanska, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement of such prosecution. It is the intent of this Agreement to waive all defenses based on the statute of limitations with respect to any prosecution that is not time-barred on the date that this Agreement is signed.

It is further understood that this Agreement does not bind any federal, state or local prosecuting authority other than this Office. This Office will, however, bring the cooperation of Skanska to the attention of other prosecuting offices or investigative agencies, if requested by Skanska. This Agreement does not limit the ability of this Office, consistent with the provisions of Rule 6 of the Federal Rules of Criminal Procedure, to provide investigative materials concerning Skanska to any investigative agency that requests such information from this Office.

With respect to this matter, this Agreement supersedes all prior, if any, understandings, promises and/or conditions between this Office and Skanska. No additional promises, agreements, and conditions have been entered into other than those set forth in this letter and none will be entered into unless in writing and signed by all parties.

Very truly yours,

PREET BHARARA  
United States Attorney

By: Michael S. Bosworth  
Michael S. Bosworth  
Richard C. Tarlowe  
Assistant United States Attorneys  
(212) 637-1079 / 2330

APPROVED:

Richard B. Zabel  
RICHARD B. ZABEL  
Chief, Criminal Division

AGREED AND CONSENTED TO:

David E. Finch  
Skanska USA Civil Northeast, Inc.  
DAVID E. FINCH  
VICE PRESIDENT & GENERAL COUNSEL  
APPROVED:

MARCH 17, 2011  
DATE

Martin Flumenbaum  
Martin Flumenbaum, Esq.  
Attorney for Skanska USA Civil  
Northeast, Inc.

March 17, 2011  
DATE