

Deferred Prosecution Agreement

1. The Louis Berger Group, Inc. ("LBG"), by its undersigned attorneys, pursuant to authority granted by its Board of Directors, and the United States Attorney's Office for the District of New Jersey (the "Office"), enter this Deferred Prosecution Agreement (the "DPA" or "Agreement"). Contemporaneously, LBG is entering into a civil settlement agreement with the United States Department of Justice, Civil Frauds section and the United States Attorney's Office for the District of Maryland (the "CSA"), and an Administrative Agreement with the United States Agency for International Development ("USAID") (the "AA"), and an agreement with the Administrative Contracting Officer at USAID to resolve outstanding contractual issues relating to indirect rates. Nothing in the DPA shall be construed as binding on the civil or administrative matters which are addressed in the CSA and AA, respectively. Except as specifically provided below, the DPA shall be in effect for a period of twenty-four (24) months from the date on which it is fully executed (the "Effective Date").

2. The Office has informed LBG that it will file, on or shortly after the Effective Date of this DPA, a criminal complaint in the United States District Court for the District of New Jersey charging LBG with a violation of the Major Fraud Statute, Title 18, United States Code, Section 1031 and Section 2, during the years 1999 through in or about August 2007 (the "Criminal Complaint"), predicated on the conduct of former officers/employees of LBG, for which LBG has accepted responsibility. Neither this DPA nor the Criminal Complaint alleges that LBG's conduct affected the quality of LBG's work or involved LBG's billings to its domestic clients.

3. LBG and the Office agree that, upon filing of the Criminal Complaint in accordance with the preceding paragraph, this DPA shall be publicly filed in the United States District Court for the District of New Jersey. LBG will disclose the existence of, and make available upon request, the DPA to its government clients.

4. LBG accepts and acknowledges responsibility for the facts set forth in the Statement of Facts attached as Appendix A (the "Statement of Facts") and incorporated by reference herein by entering into this Agreement and by, among other things, (a) the extensive remedial actions that it has taken to date, (b) its continuing commitment to full cooperation with the Office and other governmental agencies, and (c) the other undertakings it has made as set forth in this Agreement.

5. LBG agrees that in the event that future criminal proceedings are brought by the Office in accordance with paragraphs 31 and 32 of this Agreement, LBG will not contest or contradict the facts as set forth in the Statement of Facts, and the Statement of Facts shall be admitted against LBG in any such proceedings as an admission, without objection. The Statement of Facts is not a final adjudication of the matter addressed therein. Nothing in this Agreement shall be construed as an acknowledgment by LBG that the Agreement, including the Statement of Facts, is admissible or may be used in any proceeding other than in a proceeding brought by this Office.

6. LBG expressly agrees that it shall not, through its present or future attorneys, Board of Directors, agents, officers or employees, make any public statement contradicting any fact contained in the Statement of Facts. Any such contradictory public statement by LBG, its present or future attorneys, Board of Directors or officers, or any such authorized and issued statement by LBG's present or future agents or employees, shall constitute a breach of this Agreement as governed by paragraphs 31 and 32 of this Agreement, and LBG will thereafter be subject to prosecution pursuant to the terms of this Agreement. The decision of whether any public statement by any such person contradicting a fact contained in the Statement of Facts will be imputed to LBG for the purpose of determining whether LBG has committed a knowing and material breach of this Agreement shall be at the sole discretion of the Office. Should the Office notify LBG of a public statement by any such person that in whole or in part contradicts a statement of fact contained in the Statement of Facts, LBG may avoid breach of this Agreement by publicly repudiating such statement within forty-eight (48) hours after such notification. This paragraph is not intended to apply to any statement by any former Company employee, officer or director, or any Company employee, officer or director testifying in any proceeding in an individual capacity and not on behalf of LBG.

7. LBG shall make a payment of \$18.7 million as a criminal penalty, with \$5.8 million to be paid within thirty (30) days of the date of Court acceptance of this DPA (pursuant to paragraph 8, below), and the balance of \$12.9 million payable within twenty-four (24) months of the date of Court acceptance of this DPA.

8. To date, this Office has determined that LBG has demonstrated its acceptance of responsibility, its cooperation, and its commitment to ethical conduct by the following acts of LBG:

- (a) Initiating the process of adopting effective standards of conduct and internal control systems prior to notification of the Government's investigation of LBG's overallocation of overhead to international Federal Government contracts;
- (b) Identifying elements of the provisional rate overcharge and initiating the process of providing a credit to USAID prior to notification of the Government's investigation of LBG's overallocation of overhead to international Federal Government contracts;
- (c) Investigating the circumstances surrounding the overallocation and making LBG's investigation available to this Office;
- (d) Cooperating with this Office and USAID during this matter;
- (e) Making full restitution to USAID and agreeing to pay all penalties resulting from this matter;
- (f) Taking disciplinary action against the individuals responsible for the overallocation of overhead to international Federal Government contracts;
- (g) Implementing remedial measures, including all those identified by the Office;

- (h) Instituting both new and revised review and control procedures and ethics training programs;
- (i) Identifying the circumstances within LBG that lead to the overallocation; and putting in place controls to prevent recurrence;
- (j) Having LBG's management recognize and understand the seriousness of the inaccurate allocation of overhead, and taking steps to implement programs to prevent the recurrence of the inaccurate allocation of overhead

In light of these actions and LBG's willingness to (a) undertake additional remediation as necessary; (b) acknowledge responsibility for its behavior; (c) continue its cooperation with the Office and other government agencies; and (d) demonstrate its good faith and commitment to full compliance with federal laws and regulations, the Office shall recommend to the Court that prosecution of LBG on the Criminal Complaint be deferred for a period of twenty-four (24) months from the filing date of such Criminal Complaint. If the Court declines to defer prosecution for any reason, this DPA shall be null and void, and the parties will revert to their pre-DPA positions, with the exception of any waiver of the Speedy Trial Act or the statute of limitations encompassed in this DPA.

9. Since in or about 2007, LBG has undertaken extensive reforms and remedial actions in response to the conduct at LBG that is and has been the subject of the investigation by the Office. These reforms and remedial actions have included:

- (a) Conducting a preliminary investigation into its cost accounting structure and refunding to the Government \$4.33 million commencing in July/August 2007;
- (b) Retaining several independent consulting firms to conduct a comprehensive review of the implementation and effectiveness of the internal controls and related compliance functions of LBG, and a review of the conduct and effectiveness of LBG's senior management in its internal controls;
- (c) Making significant personnel changes after the Office commenced its investigation, including the termination of senior executives at LBG identified as responsible for the misconduct. These actions have included the appointment of a new Chairman, a new President, a new Chief Operating Officer, a new Chief Financial Officer, a new Controller, establishing the new position of Compliance and Ethics Officer, a new Board of Directors and expanding the obligations of its Audit Committee;
- (d) Undertaking a review of the policies and standard operating procedures regarding, among other things, timesheets, journal entries, document retention, and procurement;
- (e) Implementing a new structure for cost accounting within its incurred cost submissions;
- (f) Reengineering the internal controls with respect to financial reporting, fixed assets, human resources and payroll, procurement, revenue recognition, treasure and field cash reporting;

- (g) Implementing a specialized training program for all staff; and
- (h) Developing additional policies and standard operating procedures regarding, among other things, compliance and ethics.

General Commitment to Compliance and Remedial Actions

10. LBG commits itself to exemplary corporate citizenship, best practices of effective corporate governance, the highest principles of honesty and professionalism, the integrity of the operation of its business with the United States government agencies including USAID, and a culture of openness, accountability, and compliance throughout LBG. LBG also commits to methods of cost accounting that are accurate, transparent and fair to the government. To advance and underscore this commitment, LBG agrees to take, or has acknowledged that it has taken, the remedial and compliance measures set forth herein.

11. In matters relating to federal procurement laws and regulations, LBG will cooperate fully with all federal law enforcement and regulatory agencies, including but not limited to: the Criminal Division of the Office; the Civil Division of the United States Attorney's Office for the District of Maryland and the United States Department of Justice's Civil Division, Fraud Section; USAID; Office of the Inspector General for USAID; the Federal Bureau of Investigation ("FBI"); the Defense Criminal Investigative Service ("DCIS"); Special Inspector General for Iraq Reconstruction ("SIGIR"); and Special Inspector General for Afghanistan Reconstruction ("SIGAR"), provided, however, that such cooperation shall not require LBG's waiver of attorney-client and work product protections or any other applicable legal privileges. Nothing in this DPA shall be construed as a waiver of any applicable attorney-client or work product privileges (hereafter "privilege").

12. LBG shall communicate to its employees that Company personnel and agents are required to report to LBG any suspected violations of any federal laws, regulations, or internal policies and procedures.

13. LBG shall continue to develop and operate an effective corporate compliance program and function to ensure that internal controls are in place to prevent recurrence of the activities that resulted in this DPA. LBG shall also develop and implement policies, procedures, and practices designed to ensure compliance with federal procurement program requirements, including the Major Fraud Statute, Title 18, United States Code, Section 1031, with respect to all its dealings with federal agencies, as defined herein, and others who cause the procurement of engineering and consulting work in the United States and overseas.

14. LBG agrees that its President, Chief Operating Officer, Chief Financial Officer, Chief Compliance Officer, and appropriate Company executives will meet quarterly with the Office and the Monitor, in conjunction with the Monitor's quarterly reports described in paragraph 18(c) herein.

Retention and Obligations of a Monitor

15. LBG agrees that until the expiration of this DPA, it will retain an outside, independent individual (the "Monitor") to evaluate and monitor LBG's compliance with this

DPA. The Monitor will be selected by the Office consistent with United States Department of Justice guidelines, including review and approval by the Office of the Deputy Attorney General, and after consultation with LBG. The Office and LBG will endeavor to complete the monitor selection process within sixty (60) days of the execution of the DPA. The Monitor is an independent third party, and not an employee or agent of LBG, and no attorney-client relationship shall be formed between the Monitor and LBG. The Office will endeavor to select a highly-qualified Monitor, free of any potential or actual conflict of interest, and suitable for the assignment at hand, from a pool of candidates proposed by LBG. The Office will make efforts to select a Monitor with the following qualifications: (1) access to sufficient resources to carry out the duties of the monitor as described in this DPA; (2) experience with internal investigations or the investigative process in a prior capacity; and (3) absence of a prior relationship with LBG from January 1, 1999 to the present. The following qualifications will also be considered: (1) prior monitorship or oversight experience; (2) experience with the federal regulations and standards relating to cost accounting; and (3) experience with Government contracting. LBG agrees that it will not employ or be affiliated with any selected Monitor for a period of not less than one year from the date the monitorship is terminated.

16. The Monitor shall have access to all non-privileged Company documents and information the Monitor determines are reasonably necessary to assist in the execution of his or her duties. The Monitor shall have access to the books and records of LBG and may review all cost submissions to federal agencies to the extent he or she reasonably deems necessary. The Monitor shall have the authority to meet with any director, officer, employee, or agent of LBG. LBG shall use its best efforts to have its employees and agents fully cooperate and meet with the Monitor as requested.

17. The Monitor shall conduct a review and evaluation of LBG's procurement and cost accounting policies, practices, and procedures relating to compliance with the DPA, taking into consideration the remedial measures already undertaken, and shall, to the extent necessary, report and make recommendations ("Recommendations") to the Office concerning:

- (a) The corporate structure and governance of LBG relative to accounting controls and the submission of cost accounting information to federal agencies;
- (b) The effectiveness of the procedures and practices at LBG to develop internal controls to ensure that cost accounting by LBG is true, accurate and complete and follows applicable federal statutes and regulations; and
- (c) The effectiveness of the training and education programs relating to the above topics, and on the obligation of LBG to provide federal agencies with true, accurate and complete information related to LBG's cost accounting.

18. The Monitor shall, *inter alia*:

- (a) Monitor and review LBG's compliance with this DPA and federal statutes, regulations and programs related thereto;
- (b) As requested by the Office, cooperate with the Criminal and Civil Divisions of the Office, the United States Department of Justice, Criminal and Civil Divisions, USAID-

OIG, USAID, FBI, DCIS, SIGAR and SIGIR, and, as requested by the Office, provide information about LBG's compliance with the terms of this DPA;

(c) Provide written reports to the Office, on at least a quarterly basis, concerning LBG's compliance with this DPA. In these reports or at other times the Monitor deems appropriate, the Monitor shall make recommendations to LBG to take any steps he or she reasonably believes are necessary for LBG to comply with the terms of this DPA and enhance future compliance with federal laws in connection with carrying out contracts that it has with federal agencies and the cost accounting related to those contracts, and, as agreed by LBG or mandated by the Office pursuant to paragraph 27, require LBG to take such steps when it is agreed that such steps are reasonable and necessary for compliance with the DPA. The first report to the Office shall be due three (3) months after the Effective Date, and subsequent reports shall be made quarterly thereafter;

(d) Immediately report credible evidence of the following types of misconduct directly to the Office: (1) any misconduct that involves any director or officer of LBG; (2) any misconduct that involves obstruction of justice; (3) any misconduct that involves a violation of any federal or state criminal statute, or otherwise involves criminal activity; or (4) any misconduct that otherwise poses a significant risk of harm to any person or to any federal or state entity or program.¹ On the other hand, in instances where the allegations of misconduct are not credible or involve actions of individuals outside the scope of LBG's business operations, the Monitor may decide, in the exercise of his or her discretion, that the allegations need not be reported directly to the Office;

(e) After consultation with LBG and the Office, and allowing reasonable time for LBG or the Office to object, the Monitor may retain, at LBG's expense, consultants, accountants or other professionals the Monitor reasonably deems necessary to assist the Monitor in the execution of the Monitor's duties. Before retention, these consultants, accountants or other professionals shall provide to the Monitor and LBG a proposed budget. If LBG believes the costs to be unreasonable, LBG may bring the matter to the Office's attention for dispute resolution by the Office; and

(f) Monitor the information received by the confidential hotline and e-mail address as described in paragraph 24 herein.

19. LBG shall promptly notify the Monitor and the Office in writing of any credible evidence of criminal corporate conduct, including any and all internal and external investigations into such conduct in existence as of the date of this DPA as well as of any known criminal investigations of any type of LBG or any its officers or directors that becomes known to LBG after the Effective Date. In addition, LBG shall promptly notify the Monitor and the Office in writing of any credible evidence of criminal conduct or serious wrongdoing relating to federal laws and regulations by LBG, its officers, employees and agents. LBG shall provide the Monitor and the Office with all relevant non-privileged documents and information concerning such allegations, including but not limited to internal audit reports, letters threatening litigation, "whistleblower" complaints, civil complaints, and documents produced in civil litigation. In

¹ This Office will determine whether to report said misconduct to LBG.

addition, LBG shall report to the Monitor and the Office concerning its planned investigative measures and any resulting remedial measures, internal and external. The Monitor in his or her discretion may conduct an investigation into any such matters, and nothing in this paragraph shall be construed as limiting the ability of the Monitor to investigate and report to LBG and the Office concerning such matters. The Monitor, however, shall strive to avoid unnecessary duplication of investigation efforts undertaken under the direction and supervision of LBG's Audit Committee and Independent Directors. The Monitor shall also strive to avoid unnecessary duplication of efforts undertaken by the Independent Consultant to LBG who may be installed as part of LBG's Administrative Agreement being entered into with USAID as part of this Global Settlement.

Remedial Measures

Responsibilities of Compliance Officer

20. The Compliance Officer shall be responsible for monitoring the day-to-day compliance activities of LBG. The Compliance Officer shall report directly to the Board of Directors through its Audit Committee and indirectly to the President, the Chief Executive Officer² and shall not be a subordinate to the General Counsel, the Chief Financial Officer, or any sales or marketing officers. The Compliance Officer shall make periodic (at least quarterly) reports regarding compliance matters to the Audit Committee of LBG Board of Directors and is authorized to report on such matters directly to the Audit Committee of LBG Board of Directors, or to LBG Board of Directors at any time.

21. The Compliance Officer shall have the authority to meet with, and require reports and certifications on any subject from, any officer or employee of LBG.

22. The Chief Financial Officer, in consultation with the Compliance Officer and the President, shall be responsible for oversight, evaluation, and approval of LBG's cost accounting submissions to USAID and DCAA or any other federal agency and be a liaison during audits by these federal agencies.

Compliance, Training, Hotline

23. LBG agrees to enhance, support, and maintain its existing training and education programs, including any programs recommended by the Monitor pursuant to paragraph 17, above. The programs, which shall be reviewed by the Monitor and approved by LBG President, Board of Directors, the Compliance Officer and the Monitor, shall be designed to advance and underscore LBG's commitment to exemplary corporate citizenship, to best practices of effective corporate governance and the highest principles of integrity and professionalism, and to fostering a culture of openness, accountability and compliance with federal laws and regulations throughout LBG. Completion of such training shall be mandatory for all Company officers, executives, and employees as proposed by the Compliance Officer (collectively the "Mandatory Participants"). Such training and education shall cover, at a minimum, relevant federal laws and regulations, and, as relevant, internal controls in place concerning cost accounting controls at

² The reference to this position shall be inapplicable to the extent that LBG has not filled this position during the duration of this DPA.

LBG, and the obligations assumed by, and responses expected of, the Mandatory Participants upon learning of improper, illegal, or potentially illegal acts relating to LBG's cost accounting practices. LBG President and Board of Directors shall communicate to the Mandatory Participants, in writing or by video, their review and endorsement of the training and education programs. LBG shall continue to provide this training, which began in 2009, after the Effective Date of this DPA.

24. LBG agrees to maintain its current confidential hotline and e-mail address, of which Company employees, agents, and customers are informed and which they can use to notify LBG of any concerns about unlawful conduct, other wrongdoing, or evidence that Company practices do not conform to the requirements of this Agreement. Subject to Monitor approval, LBG may retain a vendor to assist in the maintenance of LBG's confidential hotline and e-mail address. This hotline and e-mail address shall be reviewed by the Monitor. LBG shall post information about this hotline on its website and shall inform all those who avail themselves of the hotline of LBG's commitment to non-retaliation and to maintain confidentiality and anonymity with respect to such reports.

Disclosure of Monitor Reports

25. LBG agrees that the Monitor may disclose his or her written reports, as directed by the Office, to any other federal law enforcement or regulatory agency in furtherance of an investigation of any other matters discovered by, or brought to the attention of, the Office in connection with the Office's investigation of LBG or the implementation of this DPA. LBG may identify proprietary information contained in any report, and request that the Monitor redact or take other appropriate measures to guard against public disclosure or release of such proprietary information.

Replacement of Monitor

26. LBG agrees that if the Monitor resigns or is unable to serve the balance of his or her term, a successor shall be selected by the Office consistent with United States Department of Justice guidelines and after consultation with LBG and USAID, within forty-five (45) calendar days. LBG agrees that all provisions in this DPA that apply to the Monitor shall apply to any successor Monitor.

Adopting Recommendations of Monitor

27. LBG shall adopt all Recommendations contained in each report submitted by the Monitor to the Office, unless LBG objects to the Recommendation and the Office agrees that adoption of the Recommendation should not be required. LBG shall implement the Monitor's Recommendations. The Monitor's reports to the Office shall not be received or reviewed by LBG prior to submission to the Office; such reports will be preliminary until LBG is given the opportunity, within ten (10) calendar days after the submission of the report to the Office, to comment to the Monitor and the Office in writing upon such reports, and the Monitor has reviewed and provided to the Office responses to such comments, upon which such reports shall be considered final. In the event LBG disagrees with any Recommendation of the Monitor, LBG and the Monitor may present the issue to the United States Attorney for his consideration and

final decision, which is non-appealable.

Meeting with the U.S. Attorney

28. Upon request of the United States Attorney, on a mutually agreeable date, LBG will make available its senior executives and other Company employees, as necessary, to discuss significant issues related to the DPA.

Cooperation

29. LBG agrees that its continuing cooperation during the term of this DPA shall include, but shall not be limited to, the following:

- (a) Not engaging in or attempting to engage in any criminal conduct;
- (b) Completely, truthfully and promptly disclosing all non-privileged information concerning all matters about which the Office and other government agencies designated by the Office may inquire with respect to LBG's compliance with federal laws and regulations, and continuing to provide the Office, upon request, all non-privileged documents and other materials relating to such inquiries;
- (c) Consenting to any order sought by the Office permitting disclosure to the Civil Division of the United States Department of Justice of any materials relating to compliance with federal laws that constitute "matters occurring before the grand jury" within the meaning of Rule 6(e) of the Federal Rules of Criminal Procedure. If LBG asserts that any such any material contains proprietary information, LBG shall propose redactions to the Office prior to disclosure to any other governmental entity, or the material shall be accompanied by a prominent warning notifying the agency of the protected status of the material;
- (d) Making available current Company officers and employees to provide information and/or testimony at all reasonable times as requested by the Office, including sworn testimony before a federal grand jury or in federal trials, as well as interviews with federal law enforcement authorities as may relate to matters involving compliance with federal laws and regulations. LBG is not required to request of its officers and employees that they forego seeking the advice of an attorney nor that they act contrary to that advice. Cooperation under this paragraph shall include, upon request, identification of witnesses who, to LBG's knowledge, may have material non-privileged information regarding the matters under investigation.
- (e) Providing testimony, certifications, and other non-privileged information deemed necessary by the Office or a court to identify or establish the original location, authenticity, or other evidentiary foundation necessary to admit into evidence documents in any criminal or other proceeding relating to compliance with federal laws and regulations as requested by the Office;
- (f) LBG acknowledges and understands that its future cooperation is an important factor in the decision of the Office to enter into this DPA, and LBG agrees to continue to

cooperate fully with the Office, and with any other government agency designated by the Office, regarding any issue about which LBG has knowledge or information with respect to compliance with federal laws and regulations;

(g) This agreement to cooperate does not apply to any information provided by LBG to legal counsel in connection with the provision of legal advice and the legal advice itself, or to information or documents prepared in anticipation of litigation, and nothing in this DPA shall be construed to require LBG to provide any such information or advice to the Office or any other government agency; and

(h) The cooperation provisions in this paragraph shall not apply in the event that the Office pursues a criminal prosecution against LBG.

30. This Office hereby agrees to bring LBG's cooperation and compliance with its obligations under this Agreement to the attention of federal, state or local law enforcement or regulatory agencies and authorities.

Breach of Agreement

31. Should the Office determine, in good faith and in its sole discretion, during the term of this DPA that LBG has committed any criminal conduct relating to compliance with federal laws and regulations subsequent to the Effective Date of this DPA, LBG shall, in the discretion of the Office, thereafter be subject to prosecution for any federal crimes of which the Office has knowledge.

32. Should the Office determine in good faith and in its sole discretion that LBG has knowingly and willfully breached any material provision of this DPA, the Office shall provide written notice to LBG of the alleged breach and provide LBG with a three-week period from receipt of such notice in which to make a presentation to the Office to demonstrate that no breach occurred, or, to the extent applicable, that the breach was not material or knowingly and willfully committed or has been cured. The parties understand and agree that should LBG fail to make a presentation to the Office within the three-week period after receiving written notice of an alleged breach, it shall be conclusively presumed that LBG is in breach of this DPA. The parties further understand and agree that the determination whether LBG has breached this DPA rests solely in the discretion of the Office, and the exercise of discretion by the Office under this paragraph is not subject to review in any court or tribunal outside the United States Department of Justice. In the event of any breach of this DPA that results in a prosecution of LBG, such prosecution may be premised upon any information provided by or on behalf of LBG to the Office at any time, unless otherwise agreed at the time the information was provided.

33. In the event of breach of this DPA as defined in paragraphs 31 and 32 above, the Office shall have discretion to extend the term of the Monitor by a period of up to 6 months, with a total term not to exceed 36 months, in lieu of prosecuting LBG.

34. In the event that LBG can demonstrate to the Office that there exists a change in circumstances sufficient to eliminate the need for a Monitor, the Office may exercise its discretion, consistent with United States Department of Justice policy, to terminate the monitorship.

Waivers and Limitations

35. LBG shall expressly waive all rights to a speedy trial pursuant to the Sixth Amendment of the United States Constitution, Title 18, United States Code, Section 3161, Federal Rule of Criminal Procedure 48(b), and any applicable Local Rules of the United States District Court for the District of New Jersey, for the period that this DPA is in effect for any prosecution of LBG relating to the allegations set forth in the criminal complaint described in paragraph 2 above.

36. In case of a knowing and willful material breach of this DPA, any prosecution of LBG relating to the allegations set forth in the criminal complaint described in paragraph 2 above that is not time-barred by the applicable statute of limitations as of the Effective Date of this DPA may be commenced against LBG notwithstanding the expiration of any applicable statute of limitations during the term of the DPA. LBG agrees to waive any claims of improper venue with respect to any prosecution of LBG relating to the allegations set forth in the criminal complaint described in paragraph 2 above. This waiver is knowing and voluntary and in express reliance on the advice of counsel. Any such waiver shall terminate upon final expiration of this DPA.

37. Absent the express written consent of the Office to conduct itself otherwise, and consistent with United States Department of Justice policy, LBG agrees that if, after the Effective Date of this Agreement, LBG sells all or substantially all of its business operations as they exist as of the Effective Date of this Agreement to a single purchaser or group of affiliated purchasers during the term of this Agreement, or merges with a third party in a transaction in which LBG is not the surviving entity, LBG shall include in any contract for such sale or merger a provision binding the purchaser, successor, or surviving entity to continue to comply with LBG's obligations as contained in this DPA.

38. Nothing in this DPA restricts in any way the ability of the Office to investigate and prosecute any current or former Company officer, employee, agent or attorney.

39. It is understood that this DPA is limited to LBG and the Office, and it cannot bind other federal, state or local authorities. The DPA is not binding on the Criminal Division of the United States Department of Justice, in particular any investigation of LBG and its affiliates, divisions, and subsidiaries, which may be conducted by the Fraud Section of the Criminal Division regarding possible issues concerning the Foreign Corrupt Practices Act. However, the Office will bring this DPA, the United States Department of Justice Petite Policy and the cooperation of LBG and its compliance with its other obligations under this DPA to the attention of other prosecuting offices, if requested to do so.

Dismissal of Complaint

40. The Office agrees that if LBG is in full compliance with all of its obligations under this DPA, the Office, within ten (10) calendar days of the expiration of the term of this DPA, will seek dismissal with prejudice of the criminal complaint described in paragraph 2 above. Except as otherwise provided herein, during and upon the conclusion of the term of this DPA, the Office agrees that it will not prosecute LBG further for the matters that have been the

subject of the Office's investigation relating to this DPA.

The Full Agreement

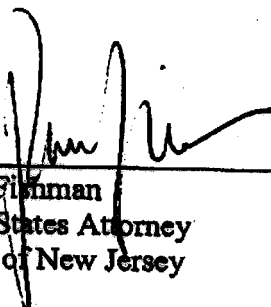
41. This DPA constitutes the full and complete agreement between LBG and the Office. No additional promises, agreements, or conditions have been entered into other than those set forth in this DPA, and none will be entered into unless in writing and signed by the Office, Company counsel, and a duly authorized representative of LBG. It is understood that the Office may permit exceptions to or excuse particular requirements set forth in this DPA at the written request of LBG or the Monitor, but any such permission shall be in writing.

42. This DPA may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same agreement. The exchange of copies of this DPA and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this DPA as to the parties and may be used in lieu of the original DPA for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

AGREED TO:

The Louis Berger Group, Inc.

By:  _____

 _____
Paul J. Fishman
United States Attorney
District of New Jersey

Date 11/6/10 _____

Date 11/5/10 _____

DIRECTOR'S CERTIFICATE

I have read this agreement and carefully reviewed every part of it with counsel for The Louis Berger Group, Inc. ("LBG"). I understand the terms of this Deferred Prosecution Agreement and voluntarily agree, on behalf of LBG, to each of the terms. Before signing this Deferred Prosecution Agreement, I consulted with the attorney for LBG. The attorney fully advised me of LBG's rights, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into this Deferred Prosecution Agreement. No promises or inducements have been made other than those contained in this Deferred Prosecution Agreement. Furthermore, no one has threatened or forced me, or to my knowledge any person authorizing this Deferred Prosecution Agreement on behalf of LBG, in any way to enter into this Deferred Prosecution Agreement. I am also satisfied with the attorney's representation in this matter. I certify that I am a director of LBG, and that I have been duly authorized by the Board of Directors of LBG to execute this certificate on behalf of LBG.

AGREED TO:

The Louis Berger Group, Inc.

By: 

Date: 11/5/10

CERTIFICATE OF COUNSEL

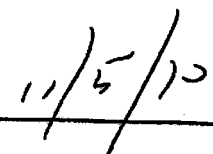
I am counsel for The Louis Berger Group, Inc. ("LBG"). In connection with such representation, I have examined relevant Company documents, and have discussed this DPA with the authorized representative of LBG. Based on my review of the foregoing materials and discussions, I am of the opinion that:

1. The undersigned counsel is duly authorized to enter into this DPA on behalf of LBG; and
2. This DPA has been duly and validly authorized, executed and delivered on behalf of LBG, and is a valid and binding obligation of LBG.


Further, I have carefully reviewed every part of this DPA with directors of LBG. I have fully advised these directors of LBG's rights, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into this Agreement. To my knowledge, LBG's decision to enter into this Agreement is an informed and voluntary one.



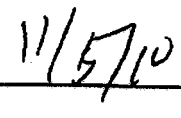
Michael Himmel, Esq.
Lowenstein Sandler PC



Date



Robert Kipnes, Esq.
Lowenstein Sandler PC



Date

CERTIFIED COPY OF RESOLUTION

Upon motion duly made, seconded, and unanimously carried by the affirmative vote of all the Directors present, the following resolutions were adopted:

WHEREAS, The Louis Berger Group, Inc. ("LBG") has been engaged in discussions with the United States Attorney's Office for the District of New Jersey (the "Office") in connection with an investigation being conducted by that Office;

WHEREAS, the Board of LBG consents to resolution of these discussions by entering into a deferred prosecution agreement that LBG Board of Directors has reviewed with outside counsel representing LBG, relating to a criminal complaint to be filed in the U. S. District Court for the District of New Jersey charging LBG with conspiracy to commit violations of the federal major fraud statute;

NOW THEREFORE, BE IT RESOLVED that outside counsel representing LBG from Lowenstein Sander PC be, and they hereby are authorized to execute the Deferred Prosecution Agreement on behalf of LBG substantially in the same form as reviewed by LBG Board of Directors at this meeting and as attached hereto as Exhibit A, and that a Director of LBG is authorized to execute the Director's Certificate attached thereto.

SECRETARY'S CERTIFICATION

I, [name], the duly elected Secretary of The Louis Berger Group, Inc. ("LBG") a corporation duly organized under the laws of the State of New Jersey, hereby certify that the following is a true and exact copy of a resolution approved by the Board of Directors of LBG at a meeting held at the [location] on the [date];

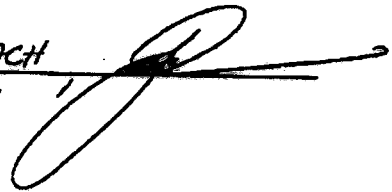
WHEREAS, LBG has been engaged in discussions with the United States Attorney's Office for the District of New Jersey (the "Office") in connection with an investigation being conducted by the Office into activities of LBG fraudulent cost submissions of LBG to federal agencies;

WHEREAS, the Board of Directors of LBG consents to resolution of these discussions on behalf of LBG by entering into a deferred prosecution agreement that the Board of Directors has reviewed with outside counsel representing LBG, relating to a criminal complaint to be filed in the U.S. District Court for the District of New Jersey charging LBG with conspiracy to commit violations of the federal major fraud statute;

NOW THEREFORE, BE IT RESOLVED that outside counsel representing LBG from Lowenstein Sandler P.C. be, and they hereby are authorized to execute the Deferred Prosecution Agreement on behalf of LBG substantially in the same form as reviewed by the Board of Directors at this meeting and as attached hereto as Exhibit A, and that a Director of LBG is authorized to execute the Director's Certificate attached thereto.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and affixed the Seal of said Corporation this 5th day of November, 2010.

JAMES G. BACH
[NAME], Secretary



APPENDIX A TO THE DEFERRED PROSECUTION AGREEMENT
STATEMENT OF FACTS

A. General Background

1. The Louis Berger Group Inc. ("LBG") was headquartered in East Orange, and then, Morristown, New Jersey and provided engineering consulting services to private and public entities, including federal agencies, state agencies, and foreign governments.
2. LBG's contract performance was often subject to technical and administrative regulations and laws, which were overseen and enforced by federal, state and local government agencies, and/or foreign government agencies.
3. The U.S. Agency International Development ("USAID") was an independent federal government agency that received overall foreign policy guidance from the U.S. Secretary of State. USAID advanced U.S. foreign policy guidance objectives by supporting economic growth, agriculture, trade, global health, democracy, and humanitarian assistance in developing countries, including countries destabilized by violent conflict, such as Iraq and Afghanistan. USAID awarded multi-million dollar contracts to LBG, including contracts for rehabilitative and reconstructive work in Iraq and Afghanistan.

B. LBG's Billings to the Federal Government

1. The contracts between USAID and LBG were primarily "cost-plus" contracts. Cost-plus contracts enabled LBG to bill USAID and other federal agencies for direct costs associated with the contract, such as labor and materials.
2. Cost-plus contracts additionally enabled LBG to bill USAID and other federal agencies for a share of LBG's indirect costs. Indirect costs were overhead and general and administrative expenses, such as rent, depreciation, accounting, and legal costs, which were, as a general matter, incurred in support of LBG's overall business rather than in support of a particular contract.
3. To determine how much of its indirect costs would be charged to a particular federal contract, which LBG performed in whole or in part overseas, LBG would calculate an indirect cost rate, also known as the "GG rate," which it would multiply by the amount of direct labor costs associated with that contract.
4. The GG rates were utilized in "Incurred Cost Submissions," which included billing proposals, and which LBG submitted to USAID and other government agencies.

5. The "GG997A" project code was designated to capture the overhead costs of LBG's operations out of its New Jersey headquarters, such as accounting, legal, administration, information technology and human resources, attributable to LBG's work performed for the U. S. government in overseas locations.
6. The "GG997B" project code was designated to capture the common overhead costs of LBG's Washington D.C. office which were attributable to LBG's work performed for the U. S. government in overseas locations.

C. LBG's Improper Allocations and Billings to the Federal Government

1. Former executives improperly "targeted" an inflated GG rate, and directed former management employees to bill USAID and other federal agencies at falsely inflated GG rates.
2. LBG, at the direction of its former executives and through its former management employees, reclassified non-GG indirect costs that had been incurred, as GG costs, thereby increasing the GG rate.
3. Improper GG997A allocations involved the misuse of an accounting method known as a "journal entry." On a periodic basis, former management employees, at the direction of former executives, reclassified, and caused to be reclassified, as GG overhead costs, via journal entries, a percentage of the non-GG labor time of certain LBG's employees at its East Orange, New Jersey headquarters. These reclassifications were done without investigating whether these employees had correctly accounted for their time and without the knowledge or consent of the employees whose time charges had been changed.
4. These reclassifications of time amounted to moving falsely estimated or "residual" overhead costs into the GG pool, which was supposed to account for actual or "discrete" costs. These reclassifications caused the GG997A overhead rate to increase.
5. These journal entries were included in LBG's books and records, and resulted in LBG's intentional submission to the U. S. government of false allocations of corporate overhead. In subsequent submissions to the U.S. government, these false allocations were used to calculate overhead rates that LBG used, or was intending to use, to bill the U.S. government under certain contracts in the U.S. government international business segment.
6. Improper GG997B-related billings involved an over-inclusion of common area overhead costs. LBG, at the direction of its former executives and through its former management employees, fraudulently allocated the totality of all common overhead costs, such as rent for common areas, telephone bills and office supplies, of its Washington, D.C. office to the U. S. government international

business segment. However, the Washington, D.C. office also supported LBG's non-U.S. government clients. As a result, GG997B overhead costs were improperly charged in their entirety into the GG cost pool as reflected in LBG's Incurred Cost Submissions to USAID.

7. In sum, from at least as early as in or about 1999 to in or about August 2007 LBG, through its former executives and management employees, intentionally submitted Incurred Cost Submissions to USAID, which were relied upon by USAID and other federal agencies involved in international projects, and which contained false, fictitious and fraudulent overhead rates for indirect costs and correspondingly resulted in overpayments by the government in excess of \$10 million.