

PB AMERICAS, INC.'S CORPORATE COMPLIANCE PROGRAM AGREEMENT

This Corporate Compliance Program Agreement (“CCPA”) is made by and between PB Americas, Inc. (“PB”), a New York Corporation with its principal place of business in New York, New York, and the Commonwealth of Massachusetts, acting through the Attorney General of the Commonwealth of Massachusetts (the “parties”). This CCPA is hereby made a part of the January 2008 Agreement among the parties and the United States, Bechtel Infrastructure Corp., and the Bechtel/Parsons Brinckerhoff Joint Venture concerning the Boston Central Artery/Tunnel Project (“Project Agreement of 2008”).

PB has agreed to implement measures to augment its existing policies and procedures relating to corporate ethics and quality assurance to address the issues giving rise to the Project Agreement of 2008. Specifically, PB agrees to undertake the following:

1. Independent Review and Assessment:

a. PB will engage an outside law firm/audit firm, to be approved by the Executive Office of Transportation of the Commonwealth of Massachusetts (“EOT”) to engage in an independent review of PB’s current compliance policies and procedures for corporate business ethics and quality assurance. Such approval shall not be unreasonably withheld.

b. The outside auditors will prepare a report containing recommendations for strengthening PB’s existing compliance policies and procedures. The report shall include two classes of recommendations:

- i. Class 1 - Mandatory changes in order to comply with law; and
- ii. Class 2 - Recommended changes in order to conform PB’s practices with best practice within the Architecture/Engineering (“A/E”) industry to enhance compliance.

c. PB will agree to implement the Class 1 and 2 recommendations as soon as reasonably possible.

d. The independent law firm/audit firm will prepare a follow-up report assessing PB's implementation of the recommended changes within one year of the implementation of the Class 1 and Class 2 recommendations and recommending any necessary adjustments to the implementation.

2. Independent Audit Committee:

a. PB's Audit Committee currently is led by and comprised entirely of Outside Directors. Currently, PB's Director of Internal Audit is appointed by and reports directly to the Chairperson of the Audit Committee. PB will maintain these practices.

b. PB will amend the charter of the Internal Audit group to include review, audit and monitoring of corporate compliance in relation to quality assurance policies, project procedures and practices, and corporate integrity.

c. As part of that function, PB will establish procedures to institute an annual audit of all PB projects over \$100 million capital value where PB supplies field construction services.

d. PB will continue to provide the Audit Committee with a written report of all significant issues discovered in project audits.

3. Training:

a. Ethics and Integrity Training:

i. PB will review its existing ethics and integrity training program and materials and will develop a new program that will provide targeted training for US and international personnel.

ii. The independent auditor described in paragraph 1 will review the training program for compliance with law and best practice within the A/E industry

- iii. All PB employees will receive an annual minimum one hour ethics and integrity training, which will be web-based and subject to verification that the employee has undertaken the training.
- b. Quality Assurance Training:
 - i. PB will review its existing quality assurance procedures. Based on that review, PB will develop an improved quality assurance training program. At the same time, PB will continue its ISO 9001 quality program. PB will provide to EOT all independent ISO 9001 compliance audits performed on PB's Massachusetts operations during the term of this Agreement.
 - ii. The independent auditor described in paragraph 1 will review the quality assurance training program for compliance with law and best practice within the A/E industry.
 - iii. All PB construction inspectors will receive an initial minimum of two hours quality assurance training and two hours annually thereafter.
- c. Specific Project-Driven Engineering Training. PB will undertake specific actions addressing specific lessons learned from the Boston Central Artery/Tunnel Project:
 - i. Consistent with the July 10, 2007 report of the NTSB, PB will adopt and implement an anchor bolt design guide to prohibit the use of adhesive anchors in sustained tensile-load applications where failure of the adhesive would result in a risk to public safety.
 - ii. PB will adopt and implement a comprehensive design guide and standard construction specification for concrete slurry wall systems. This design guide and specification will incorporate the lessons learned from the CA/T Project.

- iii. PB will adopt and implement a comprehensive design guide and standard construction specification focused on water proofing and leak mitigation for tunnels and underground structures.
- iv. The Project-Driven Engineering Training documents described herein will be available to all PB personnel through electronic and other means.

4. Addition of Quality Assurance and Corporate Ethics to PB's Existing Technical Certification: PB, through its parent company's Career Development Committee, sponsors five technical certification programs. These programs award individual employees with basic, senior or principal level titles for achievement in their professional or technical specialty. The individuals are judged by their technical expertise, industry recognition, career experience and past and current job responsibilities. PB will incorporate into its internal technical certification programs the following requirements: (a) Individual training record, and (b) Individual ethical behavior.

5. Project Quality Assurance and Involvement with Joint Ventures:

a. For any project in excess of \$500 million capital value in which PB provides substantial field construction services (defined as greater than 10 field inspectors/engineers simultaneously), PB will assign (and if necessary on a non-reimbursable basis) a quality assurance person/auditor (regardless of whether the project is a joint venture or is PB alone). This policy will be applied to new projects as well as to existing projects.

b. PB will agree to enter joint ventures (whether by formation of a new entity or by contract) only if the quality assurance policies and procedures implemented by the joint venture are PB's policies and procedures or at least as stringent as PB's policies and procedures.

c. PB's Internal Audit group will conduct an annual audit of the quality assurance policies, project procedures and practices on all major joint venture operations (defined as greater than \$100 million capital value) and report the results of the audit to the Audit Committee.

6. Internal Review

PB shall participate in the internal review as described in paragraph 31 of the Project Agreement of 2008.

7. Certifications of Compliance with this Agreement.

PB shall certify annually to EOT in writing that it is in compliance with this Agreement as a precondition to its submittal of any statement of qualifications, response to request for proposal, bid, or similar solicitation for work by any public awarding authority within the Commonwealth of Massachusetts. If PB is unable to certify to EOT that it is in compliance with this Agreement, it will state the reasons for noncompliance and actions taken to establish compliance.

8. Term of this Agreement:

This Agreement shall continue in effect for three years from the effective date of this Agreement. Unless other term provisions are identified in individual paragraphs of this Agreement, all provisions set forth herein shall continue for the term of this Agreement. This Agreement shall be deemed to be a contract governed by and construed under the laws of the Commonwealth of Massachusetts.

9. Miscellaneous:

a. No third party rights are created by this Agreement except as stated herein. EOT may assign the enforcement, benefits, and obligations of this Agreement to the Massachusetts Turnpike Authority ("MTA"). PB acknowledges that MTA, and its successors or assigns, are third-party beneficiaries of this Agreement.

b. Failure of PB to satisfy any material provision of this Agreement, or to satisfy paragraph 31 of the Project Agreement, shall constitute a breach of this Agreement. If during the course of this Agreement, the Commonwealth of Massachusetts acting through the Attorney General of Massachusetts believes that PB is in breach of the Agreement, it shall immediately notify PB in writing of the nature of the believed breach, and will provide PB a reasonable opportunity and

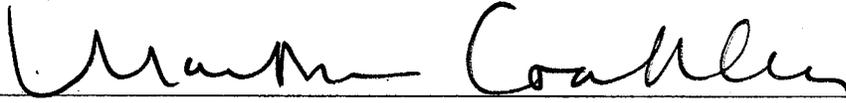
time to respond and/or to propose a plan to cure. In the event that EOT reasonably determines that PB has not initiated action to cure any such material breach within a reasonable time, EOT may invoke the following remedies: precluding PB from bidding or seeking to participate on projects within the Commonwealth; administrative action including debarment proceedings and stop work orders; limiting involvement of specified PB employees in public contracts in the Commonwealth of Massachusetts; and any other available remedies.

c. This Agreement constitutes the complete agreement between the parties, and may not be amended except by written instrument executed by all parties.

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

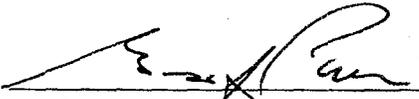
Executed by the duly authorized representatives of the Parties this 22nd day of January, 2008.

The Commonwealth of Massachusetts

A handwritten signature in black ink, appearing to read "Martha Coakley", written over a horizontal line.

By: Martha Coakley, Attorney General of the Commonwealth of Massachusetts

PB Americas, Inc. f/k/a Parsons Brinckerhoff Quade and Douglas, Inc.



By: George J. Pierson, President, PB Americas, Inc.