

NON-PROSECUTION AGREEMENT

1. The New York County District Attorney's Office ("DANY") and Bovis Lend Lease LMB, Inc. ("Bovis"), pursuant to authority granted by its board of directors and by and through its attorneys, Latham & Watkins LLP, enter into this Non-Prosecution Agreement (hereinafter the "Agreement"). This Agreement constitutes the entire agreement between DANY and Bovis. There are no promises, agreements, or conditions, express or implied, other than those set forth in this document. No modification, deletion or addition to this Agreement will be valid or binding on any party unless put into writing and signed by all parties.

2. Bovis agrees that it shall in all respects comply with its obligations in this Agreement. Bovis does not challenge the factual recitation of its conduct and that of its employees as set forth in the Statement of the District Attorney attached hereto as Exhibit A and incorporated herein by reference (the "Statement"). Bovis' public statement is attached hereto as Exhibit C.

3. DANY has determined that it could institute a criminal prosecution pursuant to New York State Penal Law Sections 125.15(1), manslaughter in the second degree, 125.10, criminally negligent homicide, and 120.20, reckless endangerment in the second degree for the deaths and injuries that resulted from a fire that occurred on August 18, 2007, at the Deutsche Bank Building located at 130 Liberty Street, New York, New York.

4. DANY agrees not to prosecute Bovis in connection with the crimes alleged in paragraph 3 above, in consideration of Bovis' willingness

to acknowledge responsibility for its actions and comply with the following remedial measures:

- (i) the development of a comprehensive standpipe, smoking prevention, fire prevention and first responder safety program at 130 Liberty Street and all other Bovis projects in New York City (“Bovis New York”), as described in the Bovis Fire Safety Initiatives, attached hereto as Exhibit B and incorporated into this Agreement;
- (ii) a program of management and staff changes, including: (a) hiring a “Senior Fire Safety Manager,” approved by the District Attorney and reporting directly to the CEO of Bovis Americas, to oversee fire safety on all Bovis New York projects; (b) hiring a new Regional Safety Director; (c) assigning executive responsibility for direct supervision of New York operations, including safety, to the COO of Bovis Americas; and (d) terminating the employment of Jeffrey Melofchik, Kenneth Gould, Felix Germano, and Jerry Dorost;
- (iii) the appointment of an independent monitor (the “Monitor”), approved by DANY and paid for by Bovis, to oversee the implementation and execution of Bovis safety initiatives at 130 Liberty Street and all other Bovis projects in New York City as described in this Agreement, including Exhibit B, the

integrity in the hiring of Bovis subcontractors and Bovis' compliance with all other terms of this Agreement for four years from the date of this Agreement. The Monitor will prepare semi-annual reports of its findings and submit them to DANY. The Monitor shall not be terminated by Bovis except for cause and with the prior approval of DANY;

- (iv) the establishment of a Fire Safety Academy under the auspices of CAGNY or another industry group approved by DANY, and in collaboration with the New York City Fire Department, for the training of New York City construction industry personnel and for the research and development of fire safety initiatives, with a funding from Bovis of two million dollars (\$2,000,000). Bovis agrees that this sum will not be taken as a tax deduction of any kind or paid for through insurance; and
- (v) the establishment of a memorial fund in the amount of ten million dollars (\$10,000,000), consisting of five million dollars (\$5,000,000) for each of the families of the two deceased firefighters. Bovis agrees that any payment to this memorial fund shall be exclusive of, will not affect and will not be used as a set-off against any civil liability that Bovis may incur. Bovis further agrees that any payment to this memorial fund will not be taken as a tax deduction of any

kind or paid for through insurance. Additionally, Bovis agrees not to use the memorial fund payment as evidence in any civil litigation, unless it is put in issue by other parties to such litigation.

5. Bovis expressly agrees that it shall not, through its attorneys, board of directors, agents, officers or employees, make any public statement contradicting, excusing or justifying any statement of fact contained in the Statement, except in connection with testimony or argument in any civil litigation or proceeding related to the events described in the Statement. Any such public statements by Bovis, its attorneys, board of directors, agents, officers or employees, shall constitute a material breach of this Agreement, and Bovis would thereafter be subject to prosecution for any crimes known to DANY, including, but not limited to, crimes referred to in paragraph 3 above. The determination of whether any public statement by any such person or entity is a contradiction, excusal or justification of a fact contained in the Statement, which will be imputed to Bovis for the purpose of determining whether Bovis has breached this Agreement, shall be in the sole discretion of DANY. Upon DANY's notification to Bovis of a public statement by any such person or entity that in whole or in part contradicts, excuses or justifies a statement of fact contained in the Statement, Bovis may avoid breach of this Agreement by publicly repudiating such statement within 72 hours after notification by DANY. This undertaking explicitly excludes Bovis' testimonial obligations or its right to take legal or factual positions in litigation or other legal and/or

administrative proceedings to which DANY is not a party. Moreover, Bovis neither admits nor denies criminal or civil liability.

6. Should DANY determine that Bovis has committed any crime other than those referred to in paragraph 3 of this Agreement, Bovis will, in the sole discretion of DANY, thereafter be subject to prosecution for such crimes as authorized by law.

7. If Bovis violates this agreement in any material respect, as determined solely by DANY, and Bovis has not commenced to cure said breach within five days of written notification by DANY of such breach, Bovis agrees that:

a. DANY may prosecute Bovis for any crime that DANY has knowledge of, as authorized by law, including, but not limited to, the alleged crimes described in paragraph 3 above;

b. as to any prosecution brought by DANY related to the facts described in the Statement, Bovis waives any claim that this Statement and any information contained in it is inadmissible against Bovis;

c. as to any prosecution brought by DANY related to the facts described in the Statement, Bovis waives any claim that such prosecution is time barred either on grounds of speedy trial, speedy arraignment, or the statute of limitations; and

d. as to any prosecution brought by DANY related to the facts described in the Statement, Bovis agrees to waive any rights to be charged via and tried on an indictment and any other rights it may have with respect to grand jury proceedings and consents to be charged via and tried on a Superior Court Information.

8. Bovis agrees that, if it sells or merges all or substantially all of its New York City business operations or assets as they exist as of the date of this Agreement to a single purchaser or group of affiliated purchasers during the term of this Agreement, it shall include in any contract for sale or merger a provision binding the purchaser/successor to the obligations described in this Agreement. Any such provision in a contract of sale or merger shall not alter the obligations of Bovis or any successor entity contained in this Agreement in any way.

9. It is further understood that this Agreement is binding on Bovis and DANY, but specifically does not bind any federal agencies, or any state or local authorities, although DANY will bring the cooperation of Bovis and its compliance with its other obligations under this Agreement to the attention of federal, state, or local prosecuting offices or regulatory agencies, if requested by Bovis or its attorneys.

10. It is further understood that this Agreement does not relate to or cover any conduct by Bovis other than that described in the Statement and this Agreement.

11. Bovis' obligations under this agreement shall remain in effect for four years from the date hereof.

12. Bovis and DANY agree that this Agreement and its attachments shall be disclosed to the public.

Acknowledgment

I, Michael Bellaman, the duly authorized representative of Bovis Lend Lease LMB, Inc., hereby expressly acknowledge the following: (1) that I have read this entire Agreement; (2) that I have had an opportunity to discuss this Agreement fully and freely with Bovis Lend Lease LMB, Inc.'s attorneys; (3) that Bovis Lend Lease LMB, Inc. fully and completely understands each and every one of its terms; (4) that Bovis Lend Lease LMB, Inc. is fully satisfied with the advice and representation provided to it by its attorneys; and (5) that Bovis Lend Lease LMB, Inc. has signed this Agreement voluntarily.

Bovis Lend Lease LMB, Inc.

DATE

NAME

Counsel for Bovis

We, Kenneth Conboy and James V. Kearney of Latham & Watkins LLP, the attorneys for Bovis Lend Lease LMB, Inc., hereby expressly acknowledge the following: (1) that we have discussed this Agreement with our client; (2) that we have fully explained each one of its terms to our client; (3) that we have fully answered each and every question put to us by our client regarding the Agreement; and (4) we believe our client completely understands all of the Agreement's terms.

DATE

DATE

**ON BEHALF OF THE NEW YORK COUNTY DISTRICT ATTORNEY'S
OFFICE**

Daniel J. Castleman
Chief Assistant District Attorney

Date

Patrick J. Dugan
Chief of the Investigations Division

Date

EXHIBIT B: BOVIS FIRE SAFETY INITIATIVES

I. CREATION OF A BOVIS SENIOR FIRE SAFETY MANAGER POSITION

- A.** Bovis Lend Lease, LMB, Inc. (“Bovis”) will hire a Senior Fire Safety Manager to supervise and oversee fire safety on all New York City projects, subject to the approval of the District Attorney.
- B.** The Senior Fire Safety Manager will report directly to the CEO of Bovis Lend Lease/United States.
- C.** The Senior Fire Safety Manager will oversee monthly audits by the Bovis Safety Department for compliance with these policies.

II. STANDPIPE REQUIREMENTS

- A.** Alarms
 - 1. All standpipes on Bovis projects in New York City will be maintained under pressure and equipped with an alarm that will sound if the standpipe is breached.
 - 2. Bovis will retain a licensed plumber to conduct an air pressure or hydrostatic pressure test on all standpipes at such time as the pressure alarm is installed.
 - 3. A designated Bovis employee will visually inspect the standpipe as per the requirements of Section C below, the pressurizing mechanism, and the alarm on a daily basis.
 - 4. The designated Bovis employee will document the installation of the alarm, any incidents in which it sounds, and any steps taken in response to any alarm.
 - 5. The designated Bovis employee will test the standpipe alarm weekly by opening a valve (thereby breaching the pressurized system) and verifying that the alarm sounds.
- B.** Standpipe testing pending implementation of pressure alarms
 - 1. Bovis will retain a licensed master plumber to conduct biweekly air pressure or hydrostatic pressure tests on all standpipes.
 - 2. Bovis will maintain a report from the master plumber certifying the readiness of all standpipes.
 - 3. If any standpipe fails the biweekly pressure test, Bovis will document any steps taken to fix that standpipe and will

subsequently retest the standpipe until it is fixed, as certified by a licensed master plumber.

4. A designated Bovis employee will visually inspect all standpipe, as per the requirements of Section C below, on a daily basis.

C. Inspections

1. A designated Bovis employee on each project in New York City will conduct a daily visual inspection of the entire standpipe, from the top of the standpipe out to the Siamese connections on the street level.
2. If any portion of the standpipe is not fully exposed, the designated Bovis employee will obtain schematic diagrams of the standpipe system and use them to facilitate his visual inspection.

III. TRAINING

- A. Every worker at a Bovis project in New York City will be given fire training (e.g., standpipe integrity, no smoking, and open egress) as part of their initial project orientation at the project, and will be required to sign an acknowledgment that they have received such training.
- B. Every worker at a Bovis project in New York City will receive follow-up fire training at least once every six months during Tool Box Talks. Attendance at these Tool Box Talks will be documented.
- C. Every worker at a Bovis project in New York City whose operations involve burning, welding, or fire watch, will be given “hot works” training, and be required to sign an acknowledgement of such training before the worker is issued a “hot works” permit. Every worker will be retrained, and will sign an acknowledgement of the retraining, every six months.

IV. FIRST RESPONDER COMMUNICATION AND INFORMATION

- A. First Responder Information Box
 1. A “Gang box,” painted red with “FDNY” stenciled in white will be located at the front gate of every Bovis project in New York City.
 2. The Gang box will contain the following: (i) emergency contact numbers; (ii) copies of all FDNY permits; (iii) comprehensive floor plans for each floor, with updated and accurate access and egress marked, including all access routes to interior staircases; (iv) sprinkler shop drawings for the standpipe; (v) logistics plans that identify the locations of the OS&Y valve, the standpipe, any

gas or other fuel storage containers, and hoist locations; (vi) an evacuation plan and muster points location; and (vii) yellow line on grade leading to the staircase with the operable standpipe and fire pump.

B. First Responder Record Keeping

1. A designated Bovis employee at each project in New York City will complete an “FDNY Daily Report,” which will record (i) standpipe inspections; (ii) FDNY Gang Box maintenance; (iii) fire extinguisher inspections; (iv) the upkeep of all permit logs; and (iv) evacuation drills.

C. First Responder Communications

1. Bovis will meet with senior officers at the local FDNY fire house responsible for inspecting and responding to each Bovis project in New York City and familiarize them with the projects.

V. NEGATIVE AIR REQUIREMENTS

- A.** All Bovis projects in New York City using negative air machines will have a central, master shutoff switch for emergency responder use only.
- B.** A designated Bovis employee at each project in New York City must provide monthly notice to the local fire house that negative air is being used, the areas of the project in which the negative air is being used, and the location of the central, master shutoff switch.

VI. SMOKING PREVENTION PROGRAM

- A.** Bovis will have a zero tolerance, no-smoking policy on all New York City projects, with the following penalties for violation of the policy:
 1. Any Bovis employee found smoking at the project will be terminated immediately.
 2. Any employee of a Bovis subcontractor found smoking at a project must be removed from the project immediately and barred from any other Bovis projects.
 3. Any Bovis subcontractor at a project whose employees are found smoking will be fined \$5,000 for the first offense and \$10,000 for each subsequent incident. The no-smoking policy and these fines will be included in all contracts between Bovis and its subcontractors.

4. Any fines collected under this provision will be contributed in full to the Fire Safety Academy as detailed in the body of this Agreement.
- B.** All workers at any Bovis project must sign an acknowledgement that they are fully aware of the zero tolerance, no-smoking policy.
 - C.** Bovis will work with the unions to explore additional ways in which to effectuate its no-smoking policy, such as not allowing any worker to possess smoking tobacco at the project.
 - D.** Bovis must have at least one undercover, roaming security guard per 200 workers on site at all times while work is on-going. These security guards will be dedicated to enforcing all no-smoking requirements, and will be in addition to already existing safety officers, superintendents, and security guards.
 - E.** If cigarette butts or other smoking paraphernalia are found on a project, the finding must be reported to the Senior Fire Safety Manager, who will supervise an investigation into the apparent smoking, document his findings, and report them to the CEO of Bovis US.
 - F.** If agreement is reached with the relevant unions to bar the carrying of smoking tobacco products at projects, anyone found in possession of smoking tobacco will be subject to the same penalties as those for actually smoking, as detailed above. Bovis will employ a trained handler and tobacco sniffing dog to walk each Bovis project once a month.