

United States Courts
Southern District of Texas
FILED

APR 06 2011

David J. Bradley, Clerk of Court

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.)
)
 JGC CORPORATION,)
)
 Defendant.)
 _____)

11 CR 260
Criminal No. _____

18 U.S.C. § 371
15 U.S.C. § 78dd-2

DEFERRED PROSECUTION AGREEMENT

Defendant JGC Corporation (“JGC”), a corporation organized under the laws of Japan, by its undersigned attorney, and pursuant to authority granted by its Boards of Directors, and the United States Department of Justice, Criminal Division, Fraud Section (the “Department”), enter into this Deferred Prosecution Agreement (the “Agreement”). The terms and conditions of this Agreement are as follows:

Criminal Information and Acceptance of Responsibility

1. JGC acknowledges that the United States will file a two-count criminal Information in the United States District Court for the Southern District of Texas charging JGC with (a) conspiracy to commit an offense against the United

States in violation of 18 U.S.C. § 371, that is, to violate the anti-bribery provisions of the Foreign Corrupt Practices Act (“FCPA”), as amended, 15 U.S.C. §§ 78dd-1 and 78dd-2 (Count One), and (b) violating the anti-bribery provisions of the FCPA, 15 U.S.C. § 78dd-2 (Count Two). In so doing, JGC knowingly waives: (a) its right to indictment on these charges, as well as all rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); and (b) any objection with respect to venue and consents to the filing of the Information, as provided under the terms of this Agreement, in the United States District Court for the Southern District of Texas.

2. JGC admits, accepts, and acknowledges that it is responsible under U.S. law for the acts of its employees, subsidiaries, and agents as set forth in the Statement of Facts attached hereto as Attachment A, and incorporated by reference into this Agreement, and that the facts described in Attachment A are true and accurate. Should the Department pursue the prosecution that is deferred by this Agreement, JGC agrees that it will neither contest the admissibility of nor contradict the Statement of Facts in any such proceeding. Neither this Agreement nor the criminal Information is a final adjudication of the matters addressed in such documents.

Term of the Agreement

3. This Agreement is effective for a period beginning on the date on which the criminal Information is filed and ending two (2) years and seven (7) calendar days from that date (the “Term”). JGC agrees, however, that in the event that the Department determines, in its sole discretion, that JGC has knowingly violated any provision of this Agreement, an extension or extensions of the term of the Agreement may be imposed by the Department for up to a total additional time period of one year, without prejudice to the Department’s right to proceed as provided in paragraphs 13-16 below. Any extension of the Agreement extends all terms of this Agreement for an equivalent period.

Relevant Considerations

4. The Department enters into this Agreement based on the individual facts and circumstances presented by this case. Among the facts considered were: (a) after initially declining to cooperate with the Department based on jurisdictional arguments, JGC began to cooperate, and has agreed to continue to cooperate, with the Department in its ongoing investigation of the conduct of JGC and its present and former employees, agents, consultants, contractors, subcontractors, subsidiaries, and others relating to violations of the FCPA; (b) JGC has undertaken remedial measures, including evaluating and enhancing its

compliance program, and has agreed to undertake further remedial measures as contemplated by this Agreement; and (c) the impact on JGC, including collateral consequences, of a guilty plea or criminal conviction.

5. JGC shall continue to cooperate with the Department, subject to applicable Japanese laws and regulations. At the request of the Department, and to the extent consistent with applicable U.S. and foreign laws and regulations, JGC shall also cooperate fully with other law enforcement authorities and agencies in any investigation of JGC, or any of its present and former directors, officers, employees, agents, consultants, contractors, subcontractors, and subsidiaries, or any other party, in any and all matters relating to corrupt payments and related false books and records and internal controls. Subject to the foregoing limitations, JGC agrees that its cooperation shall include, but is not limited to, the following:

a. JGC shall truthfully disclose all factual information, including documents, records, or other tangible evidence, not protected by a valid claim of attorney-client privilege or work product doctrine with respect to JGC's activities and those of its present and former directors, officers, employees, agents, consultants, contractors, subcontractors, and subsidiaries concerning all matters relating to corrupt payments and related false books and records and inadequate

internal controls, about which it has any knowledge and about which the Department may inquire.

b. Upon request of the Department, JGC shall designate knowledgeable employees, agents, or attorneys to provide to the Department the information and materials described in Paragraph 5(a) above on behalf of JGC. It is further understood that JGC must at all times provide complete, truthful, and accurate information.

c. JGC also shall use its best efforts to make available for interviews or testimony, as requested by the Department, present or former directors, officers, employees, agents, consultants, contractors, and subcontractors of JGC. This obligation includes, but is not limited to, sworn testimony before a federal grand jury or in federal trials, as well as interviews with federal law enforcement and regulatory authorities. Cooperation under this Paragraph will include identification of witnesses who, to the knowledge of JGC, may have material information regarding the matters described in Paragraph 5(a).

d. With respect to any information, testimony, documents, records, or other tangible evidence provided to the Department pursuant to this Agreement, JGC consents to any and all disclosures consistent with applicable law

and regulation to other governmental authorities of such materials as the Department, in its sole discretion, shall deem appropriate.

Payment of Monetary Penalty

6. The Department and JGC agree that the application of the United States Sentencing Guidelines (“USSG” or “Sentencing Guidelines”) to determine the applicable fine range yields the following analysis:

- A. The 2010 USSG Manual sets forth the appropriate guidelines to be used in this matter.
- B. Base Fine: Based upon USSG § 8C2.4 and USSG § 2C1.1(d)(1)(B), the base fine is \$195.4 million, which corresponds to the value of the benefit received in return for the unlawful payments.
- C. Culpability Score: Based upon USSG §8 C2.5, the culpability score is 8, summarized as follows:

(a) Base Culpability Score	5
(b)(1) The relevant organization had 1,000 or more employees, and individuals within high-level personnel participated in, condoned, or were willfully ignorant of the offense, and tolerance of the offense by substantial authority personnel was pervasive throughout the organization	+4
(g) The organization clearly demonstrated recognition and affirmative acceptance of responsibility for criminal conduct	<u>-1</u>
Total	8

D. Calculation of Fine Range: Based upon USSG § 8C2.7, the fine range is calculated as follows:

Base Fine	\$195.4 million
Multipliers	1.6/3.2
Fine Range	\$312.6 million/\$625.2 million

JGC agrees to pay a monetary penalty in the amount of \$218.8 million, or approximately 30% below the bottom of the applicable Sentencing Guidelines fine range of \$312.6 million. JGC agrees to pay this monetary penalty to the United States Treasury within ten days of the execution of this agreement. The \$218.8 million penalty is final and shall not be refunded. Furthermore, nothing in this Agreement shall be deemed an agreement by the Department that, in the event of a breach of this Agreement, the \$218.8 million amount is the maximum penalty that may be imposed in any future prosecution, and the Department is not precluded from arguing in any future prosecution that the Court should impose a higher fine, although the Department agrees that under those circumstances, it will recommend to the Court that the amount paid under this Agreement should be offset against any fine the Court imposes as part of a future judgment. JGC acknowledges that no United States tax deduction may be sought in connection with the payment of any part of this \$218.8 million penalty.

Conditional Release from Criminal Liability

7. In return for the full and truthful cooperation of JGC, and its compliance with the terms and conditions of this Agreement, the Department agrees, subject to Paragraphs 13-15 below, not to use any information related to the conduct described in the attached Statement of Facts against JGC in any criminal case, except: (a) in a prosecution for perjury or obstruction of justice; (b) in a prosecution for making a false statement; (c) in a prosecution or other proceeding relating to any crime of violence; or (d) in a prosecution or other proceeding relating to a violation of any provision of Title 26 of the United States Code. In addition, the Department agrees, except as provided herein, that it will not bring any criminal case against JGC related to the conduct of present and former directors, officers, employees, agents, consultants, contractors, and subcontractors of JGC, as described in the attached Statement of Facts, or relating to information JGC disclosed to the Department prior to the date on which this Agreement was signed.

a. This Paragraph 7 does not provide any protection against prosecution for any future corrupt payments, false books and records, or inadequate internal controls, if any, by JGC, or by any of its directors, officers,

employees, agents, consultants, contractors, subcontractors, and subsidiaries, irrespective of whether disclosed by JGC pursuant to the terms of this Agreement.

b. In addition, this Paragraph 7 does not provide any protection against prosecution of any present or former director, officer, employee, shareholder, agent, consultant, contractor, or subcontractor of JGC for any violations committed by them.

Corporate Compliance Program

8. JGC represents that it has implemented and will continue to implement a compliance and ethics program designed to prevent and detect violations of the FCPA, the anti-corruption provisions of Japanese law, and other applicable anti-corruption laws throughout its operations, including those of its affiliates, agents, and joint ventures, and those of its contractors and subcontractors whose responsibilities include interacting with foreign officials. Implementation of these policies and procedures shall not be construed in any future enforcement proceeding as providing immunity or amnesty for any crimes, not disclosed to the Department as of the date of signing of this Agreement, for which JGC would otherwise be responsible.

9. In order to address any deficiencies in internal controls, policies, and procedures regarding compliance with the FCPA, the anti-corruption provisions of

Japanese law, and other applicable anti-corruption laws, JGC represents that it has undertaken, and will continue to undertake in the future, in a manner consistent with all of its obligations under this Agreement, a review of the existing internal controls, policies, and procedures within JGC. Where necessary and appropriate, and consistent with Japanese law, regulation, and accounting standards, JGC will adopt new or modify existing internal controls, policies, and procedures in order to ensure that JGC maintains: (a) a system of internal accounting controls designed to ensure the making and keeping of fair and accurate books, records, and accounts; and (b) a rigorous anti-corruption compliance code designed to detect and deter violations of the FCPA and other applicable anti-corruption laws. The internal controls system and compliance code will include, but not be limited to, the minimum elements set forth in Attachment C, which is incorporated by reference into this Agreement.

Corporate Compliance Consultant

10. JGC agrees to engage a corporate compliance consultant. The consultant's term, duties, and authority, and the obligations of JGC with respect to the consultant and the Department, are set forth in Attachment D, which is incorporated by reference into this Agreement.

Deferred Prosecution

11. In consideration of: (a) the past and future cooperation of JGC described in Paragraphs 4 and 5 above; (b) JGC's payment of a monetary penalty of \$218,800,000; and (c) JGC's adoption and maintenance of remedial measures, including the compliance code described in Paragraphs 8 and 9 above, the Department agrees that any prosecution of JGC for the conduct set forth in the attached Statement of Facts, and for any conduct that JGC disclosed to the Department prior to the signing of this Agreement, be and hereby is deferred for the Term of this Agreement.

12. The Department further agrees that if JGC fully complies with all of its obligations under this Agreement, the Department will not continue the criminal prosecution against JGC described in Paragraph 1 and, at the conclusion of the Term, this Agreement shall expire. Within thirty (30) days of the Agreement's expiration, the Department shall seek dismissal with prejudice of the Information filed against JGC described in Paragraph 1.

Breach of the Agreement

13. If, during the Term of this Agreement, the Department determines, in its sole discretion, that JGC has (a) committed any felony under federal law subsequent to the signing of this Agreement, (b) at any time provided deliberately

false, incomplete or misleading information, or (c) otherwise breached the Agreement, JGC shall thereafter be subject to prosecution for any federal criminal violation of which the Department has knowledge and the Information described in Paragraph 1 may be pursued by the Department in the U.S. District Court for the Southern District of Texas. Any such prosecution may be premised on information provided by JGC. 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 JGC notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the expiration of the Term plus one year. Thus, by signing this Agreement, JGC agrees that the statute of limitations with respect to any prosecution that is not time-barred on the date of this Agreement shall be tolled for the Term plus one year.

14. In the event that the Department determines that JGC has breached this Agreement, the Department agrees to provide JGC with written notice of such breach prior to instituting any prosecution resulting from such breach. JGC shall, within thirty (30) days of receipt of such notice, have the opportunity to respond to the Department in writing to explain the nature and circumstances of such breach, as well as the actions JGC has taken to address and remediate the situation, which

explanation the Department shall consider in determining whether to institute a prosecution.

15. In the event that the Department determines that JGC has breached this Agreement: (a) all statements made by or on behalf of JGC to the Department or to the Court, including the attached Statement of Facts, and any testimony given by JGC before a grand jury or any tribunal, at any legislative hearings, whether prior or subsequent to this Agreement, or any leads derived from such statements or testimony, shall be admissible in evidence in any and all criminal proceedings brought by the Department against JGC; and (b) JGC shall not assert any claim under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence or any other federal rule, that statements made by or on behalf of JGC prior or subsequent to this Agreement, and any leads derived therefrom, should be suppressed. The decision as to whether conduct or statements of any JGC employee, officer, director, or agent will be imputed to JGC for the purpose of determining whether JGC has violated any provision of this Agreement shall be in the sole discretion of the Department.

16. JGC acknowledges that the Department has made no representations, assurances, or promises concerning what sentence may be imposed by the Court if

JGC breaches this Agreement and this matter proceeds to judgment. JGC further acknowledges that any such sentence is solely within the discretion of the Court and that nothing in this Agreement binds or restricts the Court in the exercise of such discretion.

Sale or Merger of JGC

17. JGC agrees that in the event it either sells, merges, or transfers all or substantially all of its business operations as they exist as of the date of this Agreement, whether such sale is structured as a stock or asset sale, merger, or transfer, JGC shall include in any contract for sale, merger, or transfer a provision binding the purchaser, or any successor in interest thereto, to the obligations described in this Agreement.

Public Statements by JGC

18. JGC expressly agrees that it shall not, through present or future attorneys, directors, officers, employees, agents, or any other person authorized to speak for JGC, make any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by JGC set forth above or the facts described in the attached Statement of Facts. Any such contradictory statement shall, subject to cure rights described below, constitute a breach of this Agreement and JGC thereafter shall be subject to prosecution as set forth in Paragraphs 13-16 of this

Agreement. The decision whether any public statement by any such person contradicting a fact contained in the Statement of Facts will be imputed to JGC for the purpose of determining whether it has breached this Agreement shall be at the sole discretion of the Department. If the Department determines that a public statement by any such person contradicts in whole or in part a statement contained in the Statement of Facts, the Department shall so notify JGC, and JGC may avoid a breach of this Agreement by publicly repudiating such statement(s) within five (5) business days after notification. Consistent with the obligations of JGC as set forth above, JGC shall be permitted to raise defenses and to assert affirmative claims in civil, regulatory, or foreign proceedings relating to the matters set forth in the Statement of Facts. This Paragraph does not apply to any statement made by any present or former employee of JGC in the course of any criminal, regulatory, or civil case initiated against such individual, unless such individual is speaking on behalf of JGC.

19. JGC agrees that if it or any of its direct or indirect affiliates or subsidiaries issues a press release in connection with this Agreement, JGC shall first consult the Department to determine whether (a) the text of the release is true and accurate with respect to matters between the Department and JGC; and (b) the Department has no objection to the release.

Limitations on Binding Effect of Agreement

20. This Agreement is binding on JGC and the Department but specifically does not bind any other federal agencies, or any state, local, or foreign law enforcement or regulatory agencies, or any other authorities, although the Department will bring the cooperation of JGC and its compliance with its other obligations under this Agreement to the attention of such agencies and authorities, if requested to do so by JGC.

Notice

21. Any notice to the Department under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, in each case, for the Department, addressed to Deputy Chief-FCPA Unit, Fraud Section, Criminal Division, U.S. Department of Justice, Fourth Floor, 1400 New York Avenue, N.W., Washington, D.C. 20005 and, for JGC, addressed to its outside legal counsel, Manny Abascal, Latham & Watkins, 355 S. Grand Avenue, Los Angeles, CA 90071. Notice shall be effective upon actual receipt by JGC's outside legal counsel.

Complete Agreement

22. This Agreement sets forth all the terms of the agreement between JGC and the Department. No amendments, modifications, or additions to this Agreement shall be valid unless they are in writing and signed by the Department, the attorney for JGC, and a duly authorized representative of JGC.

AGREED:

FOR JGC:

By: Keitaro Ishii
Keitaro Ishii
Senior General Manager
Legal and Compliance Office
JGC Corporation

Manuel A. Abascal 4/6/11
Manuel A. Abascal
Latham & Watkins LLP

Counsel for JGC Corporation

FOR THE DEPARTMENT OF JUSTICE:

DENIS J. McINERNEY
Chief, Fraud Section
Criminal Division
United States Department of Justice

By: William J. Stuckwisch
William J. Stuckwisch
Assistant Chief
D.C. Bar No. 457278

Patrick F. Stokes/uss
Patrick F. Stokes
Deputy Chief
Maryland State Bar

United States Department of Justice
Criminal Division, Fraud Section
1400 New York Ave., N.W.
Washington, D.C. 20005
Tel: (202) 353-2393
Fax: (202) 514-0152

Washington, D.C., on this 4th day of April, 2011.

SENIOR GENERAL MANAGER'S CERTIFICATE

I have read this Agreement and carefully reviewed every part of it with outside counsel for JGC Corporation ("JGC"). I understand the terms of this Agreement and voluntarily agree, on behalf of JGC, to each of its terms. Before signing this Certificate, I consulted outside counsel for JGC. Counsel fully advised me of the rights of JGC, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into this Agreement.

I have carefully reviewed the terms of this Agreement with the Board of Directors of JGC. I have advised the Board of Directors fully of the rights of JGC, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into the Agreement.

No promises or inducements have been made other than those contained in this Agreement. Furthermore, no one has threatened or forced me, or to my knowledge any person authorizing this Agreement on behalf of JGC, in any way to enter into this Agreement. I am also satisfied with outside counsel's representation in this matter. I certify that I am the Senior General Manager, Legal and

Compliance Office, for JGC and that I have been duly authorized by JGC to execute this Certificate on behalf of JGC.

Date: April 6, 2011

JGC CORPORATION

By: Keitaro Ishii
Keitaro Ishii
Senior General Manager
Legal and Compliance Office
JGC Corporation

CERTIFICATE OF COUNSEL

I am outside counsel for JGC Corporation (“JGC”) in the matter covered by this Agreement. In connection with such representation, I have examined relevant JGC documents and have discussed the terms of this Agreement with JGC’s Board of Directors. Based on my review of the foregoing materials and discussions, I am of the opinion that: the representative of JGC has been duly authorized to enter into this Agreement on behalf of JGC, this Agreement has been duly and validly authorized, executed, and delivered on behalf of JGC, and this Agreement is a valid and binding obligation of JGC. Further, I have carefully reviewed the terms of this Agreement with the Board of Directors and the Senior General Manager, Legal and Compliance Office, for JGC. I have fully advised them of the rights of JGC, of possible defenses, of the Sentencing Guidelines’ provisions, and of the consequences of entering into this Agreement. To my knowledge, the decision of JGC to enter into this Agreement, based on the authorizations of JGC’s Boards of Directors, is an informed and voluntary decision.

Date: April 6, 2011



Manuel A. Abascal
Counsel for JGC Corporation

ATTACHMENT A

STATEMENT OF FACTS

The following Statement of Facts is incorporated by reference as part of the Deferred Prosecution Agreement (“the Agreement”) between the United States Department of Justice, Criminal Division, Fraud Section (the “Department”), and JGC Corporation (“JGC”), and the parties hereby agree and stipulate that the following information is true and accurate. As set forth in Paragraph 2 of the Agreement, JGC admits, accepts, and acknowledges that it is responsible for the acts of its officers, employees, and agents as set forth below.

Should the Department pursue the prosecution that is deferred by this Agreement, JGC agrees that it will neither contest the admissibility of, nor contradict, this Statement of Facts in any such proceeding.

If this matter were to proceed to trial, the Department would prove beyond a reasonable doubt, by admissible evidence, the facts alleged below and set forth in the criminal Information attached to this Agreement. This evidence would establish the following:

The Defendant

1. At all relevant times, JGC was a Japanese company headquartered in Yokohama, Japan. JGC was engaged in the business of providing engineering, procurement, and construction (“EPC”) services around the world.

TSKJ, Its Members, and Related Entities

2. “TSKJ” was a four-company venture formed in 1990 for the purposes of bidding on and, if successful, performing a series of EPC contracts to design and build a liquefied natural gas (“LNG”) plant and several expansions on Bonny Island, Nigeria (the “Bonny Island Project”). TSKJ consisted of Technip S.A., Snamprogetti Netherlands B.V., Kellogg, Brown and Root, Inc., and JGC. The Steering Committee of TSKJ consisted of high-level executives from each joint venture company. Pursuant to a joint venture agreement, the Steering Committee made major decisions on behalf of TSKJ, including whether to hire agents to assist TSKJ in winning EPC contracts, whom to hire as agents, and how much to pay the agents. Profits, revenues, and expenses generally were shared equally among the four joint venture partners.

3. Kellogg, Brown & Root, Inc. and, before September 1998, its predecessor company, The M.W. Kellogg Company (collectively, “KBR”), were engaged in the business of providing EPC services around the world. KBR was

incorporated in Delaware and headquartered in Houston, Texas. KBR was a “domestic concern” within the meaning of the FCPA, Title 15, United States Code, Section 78dd-2.

4. Albert Jackson Stanley (“Stanley”) was a United States citizen and a resident of Houston, Texas. Stanley served in various capacities as an officer and/or director of KBR, and also served on TSKJ’s Steering Committee. Stanley was a “domestic concern” and an officer, employee, and agent of a “domestic concern” (KBR) within the meaning of the FCPA, Title 15, United States Code, Section 78dd-2.

5. Technip S.A. (“Technip”) was a French EPC company headquartered in Paris, France. In August 2001, Technip registered a class of securities with the United States Securities and Exchange Commission (“SEC”) and in October 2001 became listed on the New York Stock Exchange. As an issuer of publicly traded securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934, Title 15, United States Code, Section 78l, Technip was required to file periodic reports with the SEC under Section 13 of the Securities Exchange Act, Title 15, United States Code, Section 78m. Beginning in August 2001, Technip was an “issuer” within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1.

6. Snamprogetti Netherlands B.V. (“Snamprogetti”) was a Dutch corporation headquartered in Amsterdam, The Netherlands, and a wholly owned subsidiary of Snamprogetti S.p.A., an Italian EPC company headquartered in Milan, Italy.

7. M.W. Kellogg Ltd. was a corporation organized under the laws of the United Kingdom. At all relevant times, M.W. Kellogg Ltd. was 55% owned by KBR and 45% owned by JGC.

8. TSKJ operated through three Portuguese special purpose corporations based in Madeira, Portugal: “Madeira Company 1,” “Madeira Company 2,” and “Madeira Company 3.” Both Madeira Company 1 and Madeira Company 2 were owned equally by the joint venture companies. Madeira Company 3, the entity that TSKJ used to enter into consulting agreements with TSKJ’s agents, was 50% owned by M.W. Kellogg Ltd., 25% owned by Snamprogetti, and 25% owned by Technip.

TSKJ's Agents

9. Jeffrey Tesler was a citizen of the United Kingdom and a resident of London, England. TSKJ hired Tesler to help it obtain business in Nigeria, including by offering to pay and paying bribes to high-level Nigerian government officials. Tesler was an agent of TSKJ and of each of the joint venture companies.

10. Tri-Star Investments Ltd. ("Tri-Star") was a Gibraltar corporation that Tesler used as a corporate vehicle to enter into agent contracts with and receive payments from TSKJ. By the time TSKJ had stopped paying Tri-Star in January 2004, TSKJ had paid Tri-Star over \$130 million for use in bribing Nigerian government officials. Tri-Star was an agent of TSKJ and of each of the joint venture companies.

11. "Consulting Company B" was a global trading company headquartered in Tokyo, Japan. TSKJ hired Consulting Company B to help it obtain business in Nigeria, including by offering to pay and paying bribes to Nigerian government officials. By the time TSKJ had stopped paying Consulting Company B in June 2004, TSKJ had paid Consulting Company B over \$50 million for use in bribing Nigerian government officials. Consulting Company B was an agent of TSKJ and of each of the joint venture companies.

The Nigerian Government Entities

12. The Nigerian National Petroleum Corporation (“NNPC”) was a Nigerian government-owned company charged with development of Nigeria’s oil and gas wealth and regulation of the country’s oil and gas industry. NNPC was a shareholder in certain joint ventures with multinational oil companies. NNPC was an entity and instrumentality of the Government of Nigeria and officers and employees of NNPC were “foreign officials” within the meaning of the FCPA, Title 15, United States Code, Sections 78dd-1(f)(1)(A), 78dd-2(h)(2)(A), and 78dd-3(f)(2)(A).

13. Nigeria LNG Limited (“NLNG”) was created by the Nigerian government to develop the Bonny Island Project and was the entity that awarded the related EPC contracts. The largest shareholder of NLNG was NNPC, which owned 49% of NLNG. The other owners of NLNG were multinational oil companies. Through the NLNG board members appointed by NNPC, among other means, the Nigerian government exercised control over NLNG, including but not limited to the ability to block the award of EPC contracts. NLNG was an entity and instrumentality of the Government of Nigeria and its officers and employees were “foreign officials” within the meaning of the FCPA, Title 15, United States Code, Sections 78dd-1(f)(1)(A), 78dd-2(h)(2)(A), and 78dd-3(f)(2)(A).

The Bonny Island Project

14. Between 1995 and 2004, TSKJ was awarded four EPC contracts to build the Bonny Island Project. Each EPC contract corresponded to one of the four phases in which the Bonny Island Project was constructed. An LNG “train” is the infrastructure necessary to pipe raw natural gas from wellheads, convert the raw gas to purified LNG, and deliver that LNG to a tanker. The first phase of the Bonny Island Project consisted of two trains (Trains 1 and 2), the second phase consisted of one train (Train 3), the third phase consisted of two trains (Trains 4 and 5), and the fourth phase consisted of one train (Train 6). The first EPC contract, covering Trains 1 and 2, was awarded to TSKJ through an ostensibly competitive international tender. The other three EPC contracts were awarded to TSKJ on a sole-source, negotiated basis. The four EPC contracts awarded to TSKJ collectively were valued at over \$6 billion.

Overview of the Bribery Scheme and the Violations

15. From at least in or around August 1994, through June 15, 2004, JGC and its co-conspirators, including TSKJ, KBR, Technip, Snamprogetti, Stanley, Tesler, Tri-Star, Consulting Company B, and others, participated in a scheme to authorize, promise, and pay tens of millions of dollars in bribes to Nigerian government officials, including officials of the executive branch of the

Government of Nigeria, officials of NNPC, officials of NLNG, and others, in order to secure the Nigerian government officials' assistance in obtaining and retaining billions of dollars of business related to the Bonny Island Project for JGC, TSKJ, and others. Officers, employees, and agents of JGC, Stanley, other officers, employees, and agents of KBR, and their co-conspirators willfully used the mails and means and instrumentalities of interstate commerce corruptly in furtherance of the authorization, promise, and payment of bribes to Nigerian government officials pursuant to the scheme. Stanley, other officers, employees, and agents of KBR, and other co-conspirators committed acts in furtherance of the scheme in Houston, Texas, and elsewhere in the United States.

16. Employees and agents of JGC and their co-conspirators, including employees of Consulting Company B, held so-called "cultural meetings" in which they discussed, among other things, the use of particular agents, including Tesler and Consulting Company B, to pay bribes to officials of the Government of Nigeria in order to secure the officials' support for TSKJ in obtaining and retaining contracts to build the Bonny Island Project.

17. In 1994, 1999, 2001, and 2002, officers, employees, and agents of JGC and their co-conspirators authorized the hiring of Tesler and Tri-Star by TSKJ, expecting that Tesler and Tri-Star would pay bribes to high-level Nigerian

government officials to assist TSKJ, JGC, and others in obtaining and retaining the EPC contracts to build the Bonny Island Project. In 1996, 1999, and 2001, officers, employees, and agents of JGC and their co-conspirators also authorized the hiring of Consulting Company B by TSKJ, expecting that Consulting Company B would pay bribes to lower level Nigerian government officials to assist TSKJ, JGC, and others in obtaining and retaining the EPC contracts to build the Bonny Island Project.

18. Officers, employees, and agents of JGC and their co-conspirators caused Madeira Company 3 to execute consulting contracts with Tri-Star and Consulting Company B providing for the payment of tens of millions of dollars in consulting fees in exchange for vaguely described marketing and advisory services, when in fact the primary purpose of the contracts was to facilitate the payment of bribes on behalf of TSKJ and its members to Nigerian government officials.

19. Prior to NLNG's award to TSKJ of the various EPC contracts, Stanley and others met with successive holders of a top-level office in the executive branch of the Government of Nigeria to ask the office holder to designate a representative with whom TSKJ should negotiate bribes to Nigerian government officials, and subsequently negotiated with the office holders' representatives regarding the amount of the bribes that TSKJ would pay to the Nigerian government officials.

20. Officers, employees, and agents of JGC and their co-conspirators caused wire transfers totaling approximately \$132 million to be sent from Madeira Company 3's bank account in Amsterdam, The Netherlands, to bank accounts in New York, New York, to be further credited to bank accounts in Switzerland and Monaco controlled by Tesler for Tesler to use to bribe Nigerian government officials.

21. On behalf of TSKJ and the four joint venture companies, Tesler wire transferred bribe payments to or for the benefit of various Nigerian government officials, including officials of the executive branch of the Government of Nigeria, NNPC, and NLNG, and for the benefit of a political party in Nigeria.

22. Officers, employees, and agents of JGC and their co-conspirators caused wire transfers totaling over \$50 million to be sent from Madeira Company 3's bank account in Amsterdam, The Netherlands, to Consulting Company B's bank account in Japan for Consulting Company B to use to bribe Nigerian government officials.

Details of the Bribery Scheme and the Violations

23. On or about August 3, 1994, Wojciech Chodan ("Chodan"), an M.W. Kellogg Ltd. salesperson responsible for the Bonny Island Project, sent a facsimile from London, England, to Stanley in Houston, Texas, two JGC executives, and

another co-conspirator stating, among other things, that Stanley and other top executives of the joint venture companies had agreed to send a message “to the top man that we are ready to do business in the customary manner” and to ask Consulting Company B to secure support from the key individuals at the working level of NLNG.

24. On or about November 2, 1994, Tesler told Chodan that he had spoken with a senior official of the Nigerian Ministry of Petroleum, that Tesler’s fee would be \$60 million, that the first top-level executive branch official of the Government of Nigeria would get \$40-45 million of that fee, that other Nigerian government officials would get the remaining \$15-20 million of that fee, and that there would be a meeting between Stanley and the first top-level Nigerian executive branch official before execution of any written agreement between TSKJ and Tesler.

25. On or about November 30, 1994, Stanley and other co-conspirators met with the first top-level executive branch official in Abuja, Nigeria, to verify that the official was satisfied with TSKJ using Tesler as its agent and to confirm that the official wanted TSKJ to negotiate with the senior official of the Ministry of Petroleum the amounts of bribes to various Nigerian government officials.

26. On or about March 20, 1995, Madeira Company 3 entered into an agreement with Tri-Star providing, among other things, that Madeira Company 3 would pay \$60 million to Tri-Star if TSKJ was awarded a contract to construct Trains 1 and 2 of the Bonny Island Project.

27. On or about December 27, 1995, Madeira Company 3 wire transferred \$1,542,000 to Tri-Star, via a correspondent bank account in New York, New York, in payment of Tri-Star's first invoice under the consulting agreement for Trains 1 and 2.

28. On or about April 9, 1996, Madeira Company 3 entered into an agreement with Consulting Company B whereby it agreed to pay Consulting Company B \$29 million for assisting TSKJ in winning the contract to build Trains 1 and 2 of the Bonny Island Project.

29. On or about July 26, 1996, Tesler caused \$63,000 to be wire transferred to a Swiss bank account controlled by the senior official of the Ministry of Petroleum.

30. On or about May 1, 1997, Stanley and other co-conspirators met in Abuja, Nigeria, with the top-level executive branch official and requested that the official designate a representative with whom TSKJ should negotiate bribes to Nigerian government officials in exchange for the first top-level executive branch

official's support of the award to TSKJ of an EPC contract to build Train 3. At the meeting, the top-level executive branch official designated a senior executive branch official as his representative.

31. On or about February 28, 1999, Stanley and other co-conspirators met in Abuja, Nigeria, with a second top-level executive branch official to request that the second top-level executive branch official designate a representative with whom TSKJ should negotiate bribes to Nigerian government officials in exchange for the second top-level executive branch official's support of the award to TSKJ of an EPC contract to build Train 3. At the meeting, the second top-level executive branch official designated one of his advisers as his representative.

32. On or about March 5, 1999, Stanley, two JGC executives, and other co-conspirators met at a hotel in London, England, with the adviser designated by the second top-level executive branch official to negotiate the amount of bribes to be paid to the second top-level executive branch official and other Nigerian government officials in exchange for the award to TSKJ of an EPC contract to build Train 3. The amount negotiated with the representative formed the basis for the \$32.5 million fee that TSKJ promised to pay Tri-Star.

33. On or about March 18, 1999, Madeira Company 3 entered into an agreement with Tri-Star providing, among other things, that Madeira Company 3

would pay \$32.5 million to Tri-Star if TSKJ was awarded a contract to construct Train 3 of the Bonny Island Project.

34. On or about March 13, 2000, Madeira Company 3 entered into a consulting agreement with Consulting Company B promising to pay it \$4 million in connection with Train 3 of the Bonny Island Project.

35. On or about January 16, 2001, Tesler caused \$2.5 million to be wire transferred to a Swiss bank account controlled by the representative designated by the second top-level executive branch official of the Government of Nigeria.

36. On or about November 11, 2001, Stanley and a KBR salesperson met in Abuja, Nigeria, with a third top-level executive branch official of the Government of Nigeria and an NNPC official (the "NNPC Official") to request that the third top-level executive branch official designate a representative with whom TSKJ should negotiate the bribes to Nigerian government officials in exchange for the third top-level executive branch official's support of the award of the Trains 4 and 5 EPC contract to TSKJ. At the meeting, the third top-level executive branch official designated the NNPC Official as his representative.

37. On or about December 24, 2001, Madeira Company 3 entered into an agreement with Tri-Star providing, among other things, that Madeira Company 3

would pay \$51 million to Tri-Star if TSKJ was awarded a contract to construct Trains 4 and 5 of the Bonny Island Project.

38. In or about June 2002, Tesler, the NNPC Official, and an employee of one of TSKJ's subcontractors (the "Subcontractor") met at a hotel in London, England, to discuss the NNPC Official's request that the Subcontractor help funnel payments from Tesler to a political party in Nigeria.

39. On or about June 14, 2002, Madeira Company 3 entered into a consulting agreement with Consulting Company B providing, among other things, that Madeira Company 3 would pay \$25 million to Consulting Company B in connection with Trains 4 and 5 of the Bonny Island Project.

40. On or about June 28, 2002, Madeira Company 3 entered into an agreement with Tri-Star providing, among other things, that Madeira Company 3 would pay \$23 million to Tri-Star if TSKJ was awarded a contract to construct Train 6 of the Bonny Island Project.

41. In or about August 2002, an employee of the Subcontractor, using funds that Tri-Star had wire transferred to the Subcontractor, delivered a pilot's briefcase containing one million U.S. dollars in one hundred dollar bills to the NNPC Official at a hotel in Abuja, Nigeria, for the benefit of a political party in Nigeria.

42. On or about March 4, 2003, Chodan caused to be e-mailed to two KBR executives in Houston, Texas, a draft memo for release to French authorities investigating potential crimes in connection with the Bonny Island Project that included false statements about how Tesler had helped TSKJ win the various EPC contracts.

43. In or about April 2003, an employee of the Subcontractor, using funds that Tri-Star had wire transferred to the Subcontractor, delivered a vehicle containing Nigerian currency valued at approximately \$333,333 to the hotel of the NNPC Official in Abuja, Nigeria, for the benefit of a political party in Nigeria.

44. On or about May 30, 2003, Madeira Company 3 wire transferred \$123,500 to Tri-Star, via a correspondent bank account in New York, New York, in payment of one of Tri-Star's invoices under the consulting agreement for Train 3 of the Bonny Island Project.

45. On or about June 15, 2004, Madeira Company 3 wire transferred \$3 million to Consulting Company B in payment of one of Consulting Company B's invoices under the agreement for Trains 4 and 5 of the Bonny Island Project.

46. Between on or about April 1, 2002, and on or about January 12, 2004, employees, agents, and co-conspirators of JGC willfully aided, abetted, counseled, commanded, induced, procured, and caused the commission of FCPA violations by

KBR, a domestic concern within the meaning of the FCPA, by aiding and abetting KBR in causing wire transfers of \$39.8 million from Madeira Company 3's bank account in Amsterdam, The Netherlands, via a correspondent bank account in New York, New York, to a bank account of Tri-Star in Switzerland pursuant to Madeira Company 3's consulting agreement with Tri-Star for Trains 4 and 5, intending that the money would be used, in whole or in part, to pay bribes to Nigerian government officials.

ATTACHMENT B

CERTIFICATE REGARDING CORPORATE RESOLUTIONS

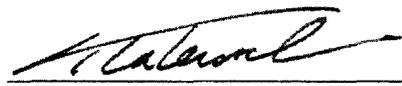
I, Keisuke Takeuchi, hereby declare as follows:

1. I am Chairman of the Board of Directors of JGC Corporation (“JGC Corporation”).
2. JGC Corporation (“JGC” or the “Company”) has been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section (“the Department”) about certain illegal payments to foreign officials to facilitate the award of contracts and assist in obtaining business for the Company.
3. In order to resolve such discussions, the Board of Directors has considered that the Company enter into a certain agreement with the Department.
4. The Company’s Senior General Manager for Legal and Compliance, together with outside counsel for the Company, have advised the Board of Directors of the Company of its rights, possible defenses, the Sentencing Guidelines’ provisions, and the consequences of entering into such agreement with the Department.
5. Following such advice, on April 6, 2011, the Board of Directors adopted the resolutions described in the attached Minutes of Meeting of Board of

Directors. A true and correct copy of the April 6, 2011 Minutes of Meeting of Board of Directors, without exhibits, is attached hereto as Exhibit A.

I declare under the penalty of perjury that the foregoing is true and correct.

Date: April 6, 2011



Keisuke Takeuchi
Chairman of the Board of Directors
JGC Corporation

日揮株式会社
取締役会議事録
JGC CORPORATION
MINUTES OF MEETING OF BOARD OF DIRECTORS

平成23年4月6日午前9時より、日揮株式会社（以下「当社」という。）の取締役会が、横浜市西区みなとみらい二丁目3番1号所在の日揮株式会社本社会議室において開催された。A meeting of the Board of Directors of JGC Corporation (“the Company” or “JGC”) was held at 09:00 a.m., on April 6th, 2011 at a conference room at the head office of the Company, located at 2-3-1 Minatomirai, Nishi-ku, Yokohama, Japan.

取締役総数	15名
Total Number of Directors:	15
監査役総数	5名
Total Number of Statutory Auditors:	5
出席取締役数	13名
Directors Present:	13
出席監査役数	4名
Statutory Auditors Present:	4

上記の出席があり、本取締役会は適法に成立した。当社の定款第27条の定めに従い、代表取締役会長竹内敬介は議長席につき、開会を宣した。

Whereupon the meeting was duly convened with the above persons being present, pursuant to Article 27 of the Articles of Incorporation of the Company, the Representative Director and Chairman of the Company, Keisuke Takeuchi, took the chair and declared the meeting to be in session.

決議事項

Matter to be Resolved:

議案 起訴猶予合意書の締結承認の件
Proposal: Approval of Execution and Delivery of Deferred Prosecution Agreement

議長は、当社が大要別紙の内容により Deferred Prosecution Agreement を米国司法省犯罪局詐欺課（以下「当局」という。）との間で締結したい旨及びこれに関連して下記の事項についての承認を受けたい旨を詳細に説明した。慎重審議の後、議長が本議案を議場に諮ったところ、全員一致をもって承認可決した。

The Chairperson explained in detail that it is the Company’s intention to execute and deliver the Deferred Prosecution Agreement with the United States Department of Justice, Criminal Division, Fraud Section (“the Department”) substantially in the form attached hereto as the Exhibit and to obtain an approval on the items below in connection therewith. After deliberation, the Chairperson sought an approval therefor. This proposal was unanimously approved.

記
Items

1. 当社が(i) 米国テキサス南部管轄の地方裁判所へ、合衆国法律集第 18 編 (18 U.S.C.) §371 違反の共謀、即ち米国海外腐敗行為防止法 (Foreign Corrupt Practices Act) (その後の改正を含む。以下「FCPA」という。) の贈与禁止条項 (合衆国法律集第 15 編 (15 U.S.C.) §78dd-1 及び §78dd-2) の違反の共謀 (訴因 1) 及び FCPA 贈与禁止条項、合衆国

法律集第 15 編 (15 U.S.C.) §78dd-2 の違反 (訴因 2) により JGC を訴追する二つの訴因の「情報」を提出することを容認すること、(ii) これら訴追に対する大陪審起訴を求める権利を放棄すること及び起訴猶予合意書 (Deferred Prosecution Agreement) を当局との間で締結すること、並びに(iii) 当社に対する罰金\$218,800,000 を受け入れ、「情報」に記載された行為に関して米国財務省に対して\$218,800,000 を支払うこと。

The Company (i) consents to the filing in the United States District Court for the Southern District of Texas of a two-count Information charging JGC with conspiracy to commit an offense against the United States in violation of 18 U.S.C. §371, that is, to violate the anti-bribery provisions of the Foreign Corrupt Practices Act (“FCPA”), as amended, 15 U.S.C. §§78dd-1 and 78dd-2 (Count One); and violating the anti-bribery provisions of the FCPA, 15 U.S.C. §78dd-2 (Count Two); (ii) waives its rights to indictment on such charges and enters into a Deferred Prosecution Agreement with the Department; and (iii) agrees to accept a monetary penalty against JGC of \$218,800,000, and to pay \$218,800,000 to the United States Treasury with respect to the conduct described in the Information;

2. 常務取締役、法務・コンプライアンス統括室長石井敬太郎に対して当社のために大要本取締役会で審議した内容で同氏が承認する変更を施した起訴猶予合意書を締結・交付する権限を付与すること。

Managing Director, and Senior General Manager, Legal and Compliance Office, Keitaro Ishii, is hereby authorized, empowered, and directed, on behalf of the Company, to execute the Deferred Prosecution Agreement substantially in such form as reviewed by this Board of Directors at this meeting with such changes as he may approve;

3. 常務取締役、法務・コンプライアンス統括室長石井敬太郎に対して、上記項目の目的達成のために必要・適切なすべての行為を行うこと及び必要・適切なあらゆる合意書及びその他の書類のフォーム、条件及び条項の承認をする権限を付与すること。

Managing Director, and Senior General Manager, Legal and Compliance Office, Keitaro Ishii, is hereby authorized, empowered, and directed to take any and all actions as may be necessary or appropriate and to approve the forms, terms, or provisions of any agreement or other documents as may be necessary or appropriate, to carry out and effectuate the purpose and intent of the foregoing resolutions; and

4. 常務取締役、法務・コンプライアンス統括室長石井敬太郎の既に行った行為で上記項目事項の承認にかかり権限を付与されるべき行為については、当社のために行われた行為であることを承認すること。

All of the actions of Managing Director, and Senior General Manager, Legal and Compliance Office, Keitaro Ishii, which actions would have been authorized by the foregoing resolutions except that such actions were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved, and adopted as actions on behalf of the Company.

以上
End

以上をもって議事を終了し、議長は午前10時57分に閉会を宣した。

Whereupon, the Meeting of the Board of Directors having been concluded, the Chairperson declared the meeting closed at 10:57 a.m.

上記議事の経過の要領及びその結果を明確にするために、この議事録を作成し、議長及び出席取締役並びに出席監査役は署名又は記名捺印する。

IN WITNESS WHEREOF, the Chairperson, all Directors and Statutory Auditors present hereby affix their signatures or seals as of the date below.

平成 23 年 4 月 6 日
April 6th, 2011

日揮株式会社
JGC Corporation

議長・代表取締役会長
Chairperson,
Representative Director
and Chairman

竹内 敬介
Keisuke Takuchi



代表取締役社長
Representative Director
and President

八重樫 正彦
Masahiko Yaegashi



代表取締役副社長
Representative Director
and Executive Vice
President

丹下 誓
Sei Tange



代表取締役副社長
Representative Director
and Executive Vice
President

川名 浩一
Koichi Kawana



専務取締役
Senior Managing
Director

石塚 忠
Ishizuka Tadashi



常務取締役
Managing Director

石井 敬太郎
Keitaro Ishii



常務取締役
Managing Director

古田 栄喜
Eiki Furuta



常務取締役
Managing Director

三浦 秀秋
Hideaki Miura



常務取締役
Managing Director

赤羽根 勉
Tutomu Akabane



取締役
Director

島田 豊彦
Toyohiko Shimada



取締役
Director

伊勢谷 泰正
Yasumasa Isetani



取締役
Director

山根 和郎
Kazuo Yamano 

取締役
Director

佐藤 雅之
Masayuki Sato 

監査役
Statutory Auditor

土田 利幸
Toshiyuki Tsuchida 

監査役
Statutory Auditor

佐久間 稔
Minoru Sakuma 

監査役
Statutory Auditor

中村 輝雄
Teruo Nakamura 

監査役
Statutory Auditor

山本 優
Masaru Yamamoto 

ATTACHMENT C

CORPORATE COMPLIANCE PROGRAM

In order to address deficiencies in internal controls, policies, and procedures regarding compliance with the Foreign Corrupt Practices Act (“FCPA”), 15 U.S.C. §78dd-1, *et seq.*, and other applicable anti-corruption laws, JGC (the “company”) agrees to conduct, in a manner consistent with this Agreement, a review of its existing internal controls, policies, and procedures.

Where necessary, appropriate, and not unlawful, the company further agrees to adopt new or to modify existing internal controls, policies and procedures in order to ensure that it maintains: (a) a system of internal accounting controls designed to ensure that the company makes and keeps fair and accurate books, records, and accounts; and (b) a rigorous anti-corruption compliance code, standards, and procedures designed to detect and deter violations of the FCPA, Japanese anti-corruption laws, and other applicable anti-corruption laws. At a minimum, this should include, but not be limited to, the following elements:

1. A clearly articulated corporate policy against violations of the FCPA, Japanese anti-corruption laws, and other applicable anti-corruption laws;
2. Consistent with applicable Japanese law, regulations, and accounting standards, a system of financial and accounting procedures, including a system of

internal accounting controls, designed to ensure the maintenance of fair and accurate books, records, and accounts.

3. Promulgation of a compliance code, standards, and procedures designed to detect and deter violations of the FCPA, Japanese anti-corruption laws, and other applicable anti-corruption laws, and the company's compliance code. This code and these standards and procedures should apply to all directors, officers, and employees and, where necessary and appropriate, outside parties acting on behalf of the company in foreign jurisdictions, including agents, consultants, representatives, distributors, and joint venture partners (collectively referred to as "agents and business partners").

4. The assignment of responsibility to one or more senior corporate officials of the company for the implementation and oversight of compliance with policies, standards, and procedures regarding the FCPA, Japanese anti-corruption laws, and other applicable anti-corruption laws. This senior corporate official shall have authority to report matters directly to the Board of Directors or an appropriate committee of the Board of Directors and the Senior General Manager, Legal and Compliance Office.

5. Mechanisms designed to ensure that the policies, standards, and procedures of the company regarding the FCPA and other applicable anti-

corruption laws are effectively communicated to all directors, officers, employees and, where necessary and appropriate, agents and business partners. These mechanisms shall include where necessary and appropriate: periodic training for all such directors, officers, employees, agents, and business partners; and annual certifications with regard to this training by all such directors, officers, employees, agents, and business partners.

6. An effective system for reporting, consistent with Japanese law and regulation, and for supporting those who in good faith report suspected criminal conduct and/or violations of the compliance policies, standards, and procedures regarding the FCPA, Japanese anti-corruption laws, and other applicable anti-corruption laws for directors, officers, employees, agents, and business partners.

7. Appropriate disciplinary procedures, consistent with Japanese law and regulation, to address, among other things, violations of the FCPA, Japanese anti-corruption laws, and other applicable anti-corruption laws, or the company's compliance code by directors, officers, and employees.

8. Appropriate due diligence requirements pertaining to the retention and oversight of agents and business partners.

9. Standard provisions in agreements, contracts, and renewals thereof with all agents and business partners that are designed to prevent violations of the

FCPA, Japanese anti-corruption laws, and other applicable anti-corruption laws, which may, depending upon the circumstances, include: anti-corruption representations and undertakings relating to compliance with the FCPA, Japanese anti-corruption laws, and other applicable anti-corruption laws; rights to conduct audits of the books and records of the agent or business partner to ensure compliance with the foregoing; and rights to terminate an agent or business partner as a result of any violation of the FCPA, Japanese anti-corruption laws, or other anti-corruption laws or breach of representations and undertakings related to such matters.

10. Periodic testing of the compliance code, standards, and procedures to evaluate their effectiveness in detecting and reducing violations of the FCPA, Japanese anti-corruption laws, other applicable anti-corruption laws, and the company's policy against such violations.

ATTACHMENT D

INDEPENDENT COMPLIANCE CONSULTANT

1. Within sixty (60) calendar days of the filing of the Deferred Prosecution Agreement (the “Agreement”) and the accompanying Information, JGC Corporation (“JGC”) agrees to retain an independent compliance consultant (the “Compliance Consultant”) for the term specified in paragraph 2 below. The Compliance Consultant’s responsibility is to evaluate JGC’s corporate compliance program with respect to the Foreign Corrupt Practices Act of 1977 (“FCPA”), as amended, 15 U.S.C. §78dd-1, *et seq.*, Japanese laws implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (“Japanese anti-corruption laws”), and other relevant anti-corruption laws. Within thirty (30) calendar days after the execution of this Agreement, and after consultation with the Department, JGC will propose to the Department a pool of three qualified candidates to serve as the Compliance Consultant. If the Department, in its sole discretion, is not satisfied with the candidates proposed, the Department reserves the right to seek additional nominations from JGC. The Compliance Consultant candidates shall have, at a minimum, the following qualifications:

- a. the qualifications and experience sufficient in the opinion of

the Department to discharge the Compliance Consultant's duties as described in the Agreement;

b. the ability to access and deploy resources as necessary to discharge the Compliance Consultant's duties as described in the Agreement; and

c. sufficient independence from JGC to ensure effective and impartial performance of the Compliance Consultant's duties as described in the Agreement.

JGC shall provide the Compliance Consultant with sufficient resources to ensure that the Compliance Consultant, to the extent necessary, has access to expertise with respect to the FCPA and other relevant anti-corruption laws and the design, review, implementation, and testing of corporate compliance policies, procedures, and internal controls.

2. The Department retains the right, in its sole discretion, to choose the Compliance Consultant from among the candidates proposed by JGC, though JGC may express its preference(s) among the candidates. Subject to an extension pursuant to paragraph 3 of the Agreement, the Compliance Consultant's term shall expire two (2) years from the date of the Compliance Consultant's engagement. If the Compliance Consultant resigns or is otherwise unable to fulfill his or her obligations as set out herein, JGC shall within sixty (60) calendar days recommend

a pool of three qualified Compliance Consultant candidates from which the Department will choose a replacement. The Compliance Consultant's duties and authorities, and the obligations of JGC with respect to the Compliance Consultant and the Department, are set forth below.

3. JGC agrees that it will not employ or be affiliated with the Compliance Consultant for a period of not less than one year from the date on which the term of the Compliance Consultant expires.

4. The Compliance Consultant will review and evaluate the effectiveness of JGC's internal controls, record-keeping, and financial reporting policies and procedures as they relate to JGC's compliance with the anti-bribery provisions of the FCPA, Japanese anti-corruption laws, and other applicable anti-corruption laws. The Compliance Consultant shall assess whether JGC's existing policies and procedures are reasonably designed to detect and prevent violations of the FCPA, Japanese anti-corruption laws, and other applicable anti-corruption laws. The Compliance Consultant's review and evaluation shall include an assessment of JGC's implementation of and adherence to all existing, modified, or new policies and procedures relating to compliance with the FCPA, Japanese anti-corruption laws, and other applicable anti-corruption laws. The Compliance Consultant shall ensure that JGC's anti-corruption policies and procedures are

appropriately designed to accomplish their goals. The retention agreement between JGC and the Compliance Consultant will reference the Agreement and include it as an attachment so the Compliance Consultant is fully apprised of his or her duties and responsibilities.

5. JGC shall cooperate fully with the Compliance Consultant, consistent with Japanese law, and the Compliance Consultant shall have the authority to take such reasonable steps as, in his or her view, may be necessary to be fully informed about the corporate compliance program of JGC within the scope of his or her responsibilities under this Agreement. To that end, JGC shall provide the Compliance Consultant with access to all information, documents, and records that are not subject to protection from disclosure by Japanese law, the attorney-client privilege or the attorney work product doctrine, and facilities and employees that fall within the scope of responsibilities of the Compliance Consultant under this Agreement.

a. The parties agree that the Compliance Consultant is an independent third-party, not an employee or agent of the Company or the Department, and that no attorney-client relationship shall be formed between JGC and the Compliance Consultant.

b. In the event that JGC seeks to withhold from the Compliance

Consultant access to information, documents, records, facilities, and/or employees of JGC on grounds that the information, documents, records, facilities, and/or employees are protected from disclosure by the attorney-client privilege, the attorney work-product doctrine, or Japanese law, JGC shall work cooperatively with the Compliance Consultant to resolve the matter to the satisfaction of the Compliance Consultant. If the matter cannot be resolved, at the request of the Compliance Consultant, JGC shall promptly provide written notice to the Compliance Consultant and the Department. Such notice shall include a general description of the nature of the information, documents, records, facilities, and/or employees that are being withheld, as well as the basis for the claim. The Compliance Consultant shall then refer the matter for resolution to a qualified Japanese legal expert, independent of JGC, selected by the Compliance Consultant (the “Japanese legal expert”), whose resolution of the matter shall be binding on JGC.

c. Except as provided in this paragraph, JGC shall not withhold from the Compliance Consultant any information, documents, records, facilities, and/or employees on the basis of an attorney-client privilege, work-product claim, or any other ground.

6. During the Compliance Consultant’s term, the Compliance Consultant

shall conduct annual reviews and prepare annual written reports. With respect to each review, the Compliance Consultant shall prepare a written work plan after consultation with JGC and the Department. The proposed work plan shall be submitted to JGC and the Department no fewer than sixty (60) calendar days prior to commencing each review. JGC and the Department shall have no more than ten (10) calendar days after receipt of the proposed written work plan to provide comment to the Compliance Consultant about the work plan. The Compliance Consultant's work plan for the initial review shall include such steps as are reasonably necessary to conduct an effective initial review in accordance with the Agreement. In developing each work plan and in carrying out the reviews pursuant to such plans, the Compliance Consultant is encouraged to coordinate with JGC personnel, including auditors and compliance personnel. To the extent the Compliance Consultant deems appropriate, it may rely on JGC processes, on the results of studies, reviews, audits, and analyses conducted by or on behalf of JGC, and on sampling and testing methodologies. Any disputes between JGC, the Department, and/or the Compliance Consultant with respect to the work plan shall be resolved by the Compliance Consultant, which resolution shall be binding.

7. The initial review shall commence no later than one hundred twenty (120) calendar days from the date of the engagement of the Compliance Consultant

(unless otherwise agreed by JGC, the Compliance Consultant, and the Department), and the Compliance Consultant shall issue a written report within one hundred twenty (120) calendar days of initiating the initial review, setting forth the Compliance Consultant's assessment and making recommendations reasonably designed to improve the effectiveness of JGC's program for ensuring compliance with the FCPA, Japanese anti-corruption laws, and other applicable anti-corruption laws. The Compliance Consultant shall consult with JGC concerning its findings and recommendations on an ongoing basis, and is encouraged to consider and reflect JGC's comments and input to the extent the Compliance Consultant deems appropriate. The Compliance Consultant need not in its initial or subsequent reports recite or describe comprehensively JGC's history or compliance policies, procedures, and practices, but rather may focus on those areas with respect to which the Compliance Consultant wishes to make recommendations for improvement or which the Compliance Consultant otherwise concludes merit particular attention, if any. The Compliance Consultant shall provide the report to the Board of Directors of JGC and contemporaneously transmit a copy to the Department. After consultation with JGC, the Compliance Consultant may extend the time period for issuance of the report for up to sixty (60) calendar days with prior written approval of the Department.

8. Within one hundred and twenty (120) calendar days after receiving the Compliance Consultant's report, JGC shall adopt all recommendations in the report unless within sixty (60) calendar days after receiving the report, JGC notifies the Compliance Consultant and the Department in writing of any recommendations that JGC considers unduly burdensome, inconsistent with local or other applicable law or regulation, impractical, unduly expensive, or otherwise inadvisable. With respect to any recommendation JGC considers unduly burdensome, inconsistent with local or other applicable law or regulation, impractical, unduly expensive, or otherwise inadvisable, JGC need not adopt that recommendation within one hundred and twenty (120) calendar days after receiving the Compliance Consultant's report, but shall propose in writing to the Compliance Consultant an alternative policy, procedure, or system designed to achieve the same objective or purpose. As to any recommendation on which JGC and the Compliance Consultant do not agree, the parties shall attempt in good faith to reach an agreement within forty-five (45) calendar days after JGC serves the written notice. In the event JGC and the Compliance Consultant are unable to agree on an acceptable alternative proposal, the Department will make a determination as to whether JGC should adopt the Compliance Consultant's recommendation or an alternative proposal, and JGC agrees to follow the

Department's determination. During the time period in which a determination is pending, JGC shall not be required to implement any contested recommendation. With respect to any recommendation the Compliance Consultant determines cannot reasonably be implemented within one hundred and twenty (120) calendar days after receiving the report, the Compliance Consultant may extend the time period for implementation with prior written approval of the Department.

9. The Compliance Consultant shall undertake one (1) follow-up review, unless the term of the Compliance Consultant is extended under Paragraph 3 of the Agreement to a term of three years, in which case the Compliance Consultant shall undertake two (2) follow-up reviews. Within one hundred and twenty (120) calendar days of initiating a follow-up review, the Compliance Consultant shall: (a) complete the review; (b) certify whether the compliance program of JGC, including its policies and procedures, is reasonably designed and implemented to detect and prevent violations within JGC of relevant anti-corruption laws; and (c) report on the Compliance Consultant's findings in the same fashion as set forth in Paragraph 8 with respect to the initial review. The follow-up review shall commence one year after the initial review commenced. If there is a second follow-up review, it shall commence two years after the first review commenced. After consultation with JGC, the Compliance Consultant may extend the time

period for these follow-up reviews for up to sixty (60) calendar days with prior written approval of the Department.

10. In undertaking the assessments and reviews described in Paragraphs 4 through 9, the Compliance Consultant shall formulate conclusions based on, among other things: (a) inspection of relevant documents, including JGC's current anti-corruption policies and procedures; (b) on-site observation of selected systems and procedures of JGC at sample sites, including internal controls and record-keeping and internal audit procedures; (c) meetings with and interviews of relevant employees, officers, directors, and other persons at mutually convenient times and places; and (d) analyses, studies, and testing of JGC's compliance program with respect to anti-corruption laws.

11. In the event that JGC or any entity or person working directly or indirectly within JGC refuses to provide information necessary for the Compliance Consultant to perform its duties, the Compliance Consultant shall raise the issue directly with the Senior General Manager, Legal and Compliance Office, and seek to resolve the matter. If the Compliance Consultant is unable to resolve the matter, then, consistent with Japanese law, the Compliance Consultant shall disclose that fact to the Department. JGC shall not take any action to retaliate against the Compliance Consultant for any such disclosures.