



U.S. Department of Justice

United States Attorney's Office
Eastern District of Michigan

July 25, 2025

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Re: Non-Prosecution Agreement for Surveying Solutions, Inc.

Dear Counsel for Surveying Solutions, Inc.:

1. The United States Attorney's Office for the Eastern District of Michigan (the "Office" or "Government") and Surveying Solutions Inc. ("SSI" or the "Company"), a corporation organized under the laws of Michigan and headquartered in Michigan, pursuant to the authority granted by the Company's Board of Directors attached as Attachment B, enter into this Non-Prosecution Agreement (the "Agreement"). Based on the terms and conditions specified below, the Office will not bring any criminal case against the Company, operating assets and equipment titled to the Company, or any of its direct or indirect affiliates, subsidiaries, or joint

ventures (collectively, the “Covered Parties”) for or relating to any of the conduct described in the statement of facts attached as Attachment A (the “Statement of Facts”). To the extent there is conduct disclosed by the Company that is not set forth in the attached Statement of Facts, such conduct will not be exempt from prosecution and is not within the scope of or relevant to this Agreement. The statements contained in the Statement of Facts are not intended to, and shall not be deemed to be, admissions or statements by persons or entities that are not parties to this Agreement, and execution of this Agreement by any individual shall not suggest that such person has personal knowledge of any portion of the Statement of Facts.

2. The Office enters into this Agreement based on the individual facts and circumstances presented by this case and the Company, including:
 - a. The nature and seriousness of the offense conduct, as described in the Statement of Facts, including the Company’s participation in a conspiracy to defraud an agency of the United States, that is, the United States Department of Transportation (“USDOT”), by fraudulently overbilling the Michigan Department of Transportation (“MDOT”), a recipient of federal funds from USDOT;
 - b. The Company not receiving voluntary disclosure credit pursuant to the Department of Justice Manual 9-28.900, because it did not voluntarily and timely self-disclose to the Office the conduct described in the Statement of Facts, but has otherwise worked and continues to work to voluntarily and appropriately redress the issues raised by the Office, as set forth herein;
 - c. The Company’s willingness to acknowledge and accept responsibility for the conduct of the Indicted Employees (defined below) as outlined with particularity in the Statement of Facts;
 - d. The Company’s lack of a criminal history;
 - e. The Company’s agreement to cooperate with the Office’s ongoing investigation into and prosecution of the Company’s Indicted Employees as provided in Paragraph 6 below, including, but not limited to: (i) making factual presentations to the Office; (ii) facilitating the interviews of Company employees; (iii) producing to the Office documentation requested by the Office;

- f. The Company's provision to the Office of relevant facts known to it, including information about the Indicted Employees regarding the Statement of Facts and disclosed to the Office prior to this Agreement;
- g. The Company's due diligence and remedial measures to date, including: implementing enhanced policies, procedures, and related internal controls relating to, among other things, compliance with federal and state contracting and acquisition laws, rules, and regulations ("Applicable Law"); enhancing training and internal reporting programs; bolstering the Company's annual risk assessment process; implementing additional monitoring, and verification programs; undertaking employment actions that include the demotion of, and prohibition of further work on USDOT and federally-funded MDOT projects contracts by, the Indicted Employees, as well as monitoring their compliance to the foregoing; removing corporate decision-making authority from any Indicted Employees who remain employed by the Company; and restructuring the ownership and management of the Company such that an independent corporate Board of Directors now exercises corporate-level operational control and oversight over the Company and none of the Indicted Employees described in the Statement of Facts individually have a majority ownership interest in the Company or serve as officers or managers at the Company;
- h. Since being placed under the operation and oversight of the independent Board of Directors, the Company's commitment to ensuring that the corporate compliance program (the "Program") and code of ethics (the "Code") (collectively, the "Controls") that it will be implementing satisfy the minimum elements set forth in Attachment C to this Agreement (the "Minimum Program Elements"). This includes the state of the Company's Controls, which require the Company to establish and maintain internal controls, compliance policies, and procedures to prevent the submission of unsubstantiated or inflated contractual expenses for reimbursement directly by MDOT or indirectly by USDOT through MDOT; and the Company's agreement to report to the Office as set forth in paragraphs 10 through 13, based on which the Office determined that an independent compliance monitor is unnecessary;

- i. The Company's willingness to further separate the Indicted Employees from the Company. Specifically, this includes that within one hundred twenty (120) days of the Effective Date, the Indicted Employees Jeffrey Bartlett, Brian Bartlett, and Anthony Thelen shall have, in the sole interest of avoiding potential suspension or debarment issues and not as an individual admission of any wrongdoing, placed ownership of their respective Company shares into irrevocable trusts (the instruments of which shall remain confidential) that vest independent trustees of the respective trusts with authority to vote the beneficiaries' respective SSI shares, but precludes the trustees from increasing their beneficiaries' percentage of ownership of the Company;
- j. That the Company was overpaid as a result of the conduct described in the Statement of Facts, and, among other remediation, has already paid \$3,564,031.54 to MDOT and forewent another \$2,321,912.39 in overhead rate charges, to settle and satisfy certain civil claims with MDOT, including claims related, in part, to conduct described in the Statement of Facts and the Company's billings to MDOT from August 1, 2016, to July 31, 2022;
- k. That the Office asserts that SSI was overpaid and received at least \$12,000,000 between the years 2011 and into 2019 as a result of the conspiracy to defraud the USDOT and MDOT, and SSI further transferred these fraudulent overpayments to the benefit and control of the Indicted Employees;
- l. The decision of the USDOT's Federal Highway Administration ("FHWA") to suspend the Indicted Employees from being "participants" or acting as principals "in federally funded programs and projects, including both procurement and nonprocurement transactions," (i.e., USDOT and federally funded MDOT projects) pending the conclusion of the criminal proceedings against those individuals; and
- m. Considerations of the purposes for prosecution, including, but not limited to, the need to protect blameless investors, employees, and others in and around Arenac County and other parts of the state from the risks and economic impact of a criminal indictment against SSI,

including SSI's continued viability as an entity that provides valuable contributions to Michigan's state and local economies.

3. Accordingly, after considering (a) through (m) above, the Office believes that the appropriate resolution in this case is a non-prosecution agreement with the Company; a total criminal monetary penalty of \$1,100,000 (the "Total Monetary Penalty"); and the Company's agreement to demonstrate commitment to integrity in its dealings with the government, including by complying with the terms of Attachment C, and provide the Compliance Log (as defined in Attachment C) to the Office and otherwise provide periodic reports to the Office pursuant to Paragraphs 10 and 13.
4. The Company admits, accepts, and acknowledges that it is responsible under United States law for the acts of its officers, directors, employees, and agents, including indicted present or former employees described in the Statement of Facts (the "Indicted Employees"), which is incorporated by reference into this Agreement. Although the current Company Board of Directors does not have personal knowledge of facts described in the Statement of Facts, based on information provided by the Office, the Company admits, accepts, and acknowledges that the Statement of Facts is true and accurate, and that such facts constitute a violation of Title 18, United States Code, Section 371, that is, conspiracy to defraud the USDOT. The Company expressly agrees that it shall not, through present or future attorneys, officers, directors, employees, agents or any other person authorized to speak for the Company make any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by the Company set forth above or the facts described in the Statement of Facts. The Company agrees that if it, or any of its direct or indirect subsidiaries or affiliates issues a press release or holds any press conference in connection with this Agreement, the Company shall first consult the Office to determine (a) whether the text of the release or proposed statements at the press conference are true and accurate with respect to matters between the Offices and the Company; and (b) whether the Offices have any objection to the release
5. The Company's obligations under this Agreement shall have a term of three years from the date on which the Agreement is executed (the "Term"). The Company agrees, however, that, in the event the Office determines, in its sole discretion, that the Company has knowingly

violated any provision of this Agreement or has failed to completely perform or fulfill each of the Company's obligations under this Agreement, an extension or extensions of the Term may be imposed by the Office, in its sole discretion, for a total additional time period of up to one year, without prejudice to the Office's right to proceed as provided in the breach provisions of this Agreement below. Any extension of the Agreement extends all terms of this Agreement, including the terms of the reporting requirements in paragraphs 10 through 12, for an equivalent period. Conversely, in the event the Office finds, in its sole discretion, that there exists a change in circumstances sufficient to eliminate the need for the reporting requirements in paragraphs 10 through 13, and that the other provisions of this Agreement have been satisfied, the Agreement may be terminated early.

Future Cooperation and Disclosure Requirements

6. The Company shall cooperate fully with the Office in any and all matters relating to the conduct described in this Agreement and the Statement of Facts and any other conduct concerning the Company's business and operations under investigation by the Office at any time during the Term until the later of the date upon which all prosecutions and/or forfeiture actions become final, including direct appeal, or the end of the Term. The Company shall also obtain approval of the Office prior to purchasing or otherwise acquiring title to any property identified as subject to forfeiture in judicial proceedings pending in docket numbers 20-cv-11973 and 23-cr-20676 in the Eastern District of Michigan. At the request of the Office, the Company shall also cooperate fully with other domestic law enforcement, regulatory authorities, and agencies in any investigation of the Indicted Employees, in any and all matters relating to the conduct described in the Statement of Facts at any time during the Term. The Company's cooperation pursuant to this Paragraph is subject to applicable laws and regulations, including relevant data privacy, trade secrets, and national security laws, as well as valid claims of attorney-client privilege or attorney work product doctrine (including through any joint defense agreement to which the Company is a party); however, if the Company withholds any information or cooperation from the Office based on an assertion of law, regulation, or privilege, the Company must provide to the Office a log of any withheld information or cooperation and bears the burden of establishing the validity of any such an assertion. The Company agrees that its cooperation pursuant to this Paragraph shall include, but not be limited to, the following:

- a. The Company shall truthfully disclose all factual information with respect to its activities, those of its subsidiaries and affiliates, and those of its present and former directors, officers, employees, agents, and consultants, including any evidence or allegations and internal or external investigations, about which the Company has any knowledge or about which the Office may inquire. This obligation of truthful disclosure includes, but is not limited to, the obligation of the Company to provide to the Office, upon request, any document, record, or other tangible evidence about which the Office may inquire of the Company, including, but not limited to: non-privileged independent audits and reports requisitioned by the Company that relate to the conduct described in the Statement of Facts; and, non-privileged corporate account emails; and buy-out agreements involving any of its officers, directors, employees, and agents referenced in the Statement of Facts;
- b. Upon request of the Office, the Company shall designate knowledgeable employees, agents, or attorneys to provide to the Office the information and materials described in Paragraph 6(a) above on behalf of the Company. It is further understood that the Company must at all times provide complete, truthful, and accurate information known to the Company;
- c. The Company shall continue to use its best efforts to make available for interviews or testimony, as requested by the Office, present or former officers, directors, employees, agents, and consultants of the Company. This obligation includes, but is not limited to, continuing to use best efforts to cause such individuals to give sworn testimony before a federal grand jury or in federal trials, as well as interviews with domestic or foreign law enforcement and regulatory authorities. Cooperation under this Paragraph shall include the identification of witnesses who, to the knowledge of the Company, may have material information regarding the matters under investigation, and the waiver of any accountant-client privilege the Company has with any former or current accountants who may be witnesses with knowledge of the matters under investigation; and
- d. With respect to any information, testimony, documents, records or other tangible evidence provided to the Office pursuant to this Agreement, the Company consents to any and all disclosures to other governmental authorities, including United States and State of Michigan authorities and agencies, of such materials as the Office, in its sole discretion, shall deem appropriate.

7. In addition to the obligations in Paragraph 6, during the Term, should the Company hereafter learn of any evidence or allegations of conduct that may constitute violations of Title 18, United States Code, §§ 371 (Criminal Conspiracy), 1349 (Conspiracy to Commit Wire Fraud), and 1343 (Wire Fraud), involving the defrauding of MDOT or the USDOT, the Company shall promptly report such evidence or allegations to the Office. No later than thirty (30) days after the expiration of the Term of this Agreement, the Company, by the Co-Presidents or other duly-authorized officer and representative of the Company, will certify to the Office, in the form of executing the document attached as Attachment E to this Agreement, that the Company has met its disclosure obligations pursuant to this Agreement. Such certification will be deemed a material statement and representation by the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001.

Corporate Compliance Program and Reporting

8. The Company represents that, within ninety (90) days of the Effective Date, it will implement and thereafter maintain the Program and the Code designed to prevent and detect the fraudulent submission of claimed overhead expenses for reimbursement directly to MDOT or indirectly to USDOT through MDOT, throughout its operations, including those of its affiliates, agents, and joint ventures, and including its subcontractors, in so far as to the vetting of such subcontractors to ensure that the same are not affiliated or under common control with, or otherwise controlled by, the Company, including, but not limited to, the Minimum Program Elements set forth in Attachment C.
9. In order to address any deficiencies in its internal accounting controls, policies, and procedures, the Company 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 its existing internal accounting controls, policies, and procedures regarding compliance with Applicable Law. Where necessary and appropriate, the Company agrees to adopt a new corporate compliance program and code of ethics, or to modify its existing ones, which set forth internal controls, compliance policies, and other procedures in order to ensure that it maintains: (a) an effective system of internal accounting controls designed to ensure the making and keeping of fair and accurate books, records, and accounts; and (b) a rigorous compliance program that incorporates relevant internal accounting controls, as well as policies and procedures designed to effectively detect and deter violations of the

federal and state criminal law, including conspiracy to defraud the United States or any agency thereof. The Company's Controls, will include, but not be limited to, the Minimum Program Elements set forth in Attachment C.

10. The Company agrees that it will report to the Office once a year during the Term of the Agreement regarding remediation and implementation of the compliance measures described in Paragraphs 8 and 9. Such reports will be prepared in accordance with Attachment D and include specific and detailed accounts of the Company's compliance improvements related to Applicable Law.
11. The reports will likely include proprietary, financial, confidential, and competitive business information. Moreover, public disclosure of the reports could discourage cooperation, impede pending or potential government investigations and thus undermine the objectives of the reporting requirement. For these reasons, among others, the reports and the contents thereof are intended to remain and shall remain non-public, except as otherwise agreed to by the parties in writing, or except to the extent that the Office determine in its sole discretion that disclosure would be in furtherance of the Office's discharge of its duties and responsibilities or is otherwise required by law.
12. The Company may extend the time-period for submission of any compliance reports only with prior written approval of the Office.
13. Thirty (30) days after the expiration of the Term of this Agreement, the Company, by the Co-Presidents or other duly-authorized officer and representative of the Company, will certify to the Office, in the form of executing the document attached as Attachment F to this Agreement, that the Company has met its compliance obligations pursuant to Paragraphs 8-9 of this Agreement. Such certification will be deemed a material statement and representation by the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001, and it will be deemed to have been made in the judicial district in which this Agreement is filed.

Payment of Total Monetary Penalty

14. The parties dispute the overall loss amount attributable to the conduct described in the Statement of Facts. As part of this negotiated resolution, the Company agrees to pay the Total Monetary Penalty of \$1,100,000. The Company and the United States agree that, based on the factors set

forth in 18 U.S.C. §§ 3572(a) and (d), this penalty is appropriate given the facts and circumstances of this case, including the Relevant Considerations described in paragraph 4 of this Agreement. The Company agrees to make an initial payment of \$500,000 toward the Total Monetary Penalty to the United States Treasury no later than 60 business days after the Agreement is fully executed. The Company agrees to pay the remainder of the Total Monetary Penalty in three equal payments of \$200,000, due on October 31 of 2025, 2026, and 2027, respectively. Payments made toward the Total Monetary Penalty are final and shall not be refunded. Furthermore, nothing in this Agreement shall be deemed an agreement by the United States that the Total Monetary Penalty is the maximum penalty that may be imposed in any future prosecution, and the United States is not precluded from arguing in any future prosecution that the Court should impose a higher fine, although the United States agrees that under those circumstances, it will recommend to the Court that any amount paid under this Agreement should be offset against any fine the Court imposes as part of a future judgment. The Company acknowledges that no tax deduction may be sought in connection with the payment of any part of the Total Monetary Penalty. The Company shall not seek or accept, directly or indirectly, reimbursement or indemnification from any source, except from Jeffrey Bartlett, Brian Bartlett, Anthony Thelen, Andrew Semenchuk, and Adam Ball, with regard to the penalty or disgorgement amounts that the Company pays pursuant to this Agreement or any other agreement entered into with an enforcement authority or regulator, including the MDOT or FHWA, concerning the conduct described in the Statement of Facts.

Non-Prosecution and Conditional Release from Civil Actions

15. Subject to Paragraphs 16 through 19, including and the Company's fully compliance with all of its obligations under this Agreement, and in consideration of: (a) the past and future cooperation of the Company described in Paragraphs 4-5 above; (b) the Company's payment of the Total Monetary Penalty, and (c) the Company's implementation and maintenance of remedial measures as described in Paragraphs 8 and 9 above, and except as provided in this Agreement, the Office will not bring any criminal or civil case against the Company, operating assets and equipment titled to the Company, or any of its direct or indirect affiliates, subsidiaries, or joint ventures ("Covered Parties") relating to any of the conduct described in the Statement of Facts attached to this Agreement, except that the United States will proceed with forfeiture against all assets identified, as of the Effective Date, in judicial forfeiture

proceedings in the United States District Court for the Eastern District of Michigan, Docket Nos. 23-cr-20676 and 20-cv-11973. Subject to Paragraph 1 above, the Office, however, may use any information related to the conduct described in the Statement of Facts against the Company or any of its direct or indirect affiliates, subsidiaries, or joint ventures: (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 (i.e., tax code violations).

- a. This Agreement does not provide any protection against prosecution for any future conduct by the Company or any of its direct or indirect affiliates, subsidiaries, or joint ventures.
- b. In addition, this Agreement does not provide any protection against prosecution of any individuals, regardless of their affiliation with the Company.
- c. With respect to 2SI Development and 3SI Building and Leasing LLC real properties subject to judicial forfeiture proceedings (2SI/3SI properties), the parties shall have until September 11, 2025, to negotiate in good faith a resolution that will, if approved, result in the United States' dismissal of criminal forfeiture proceedings against the 2SI/3SI properties in exchange for a supplemental monetary penalty to be paid by the Company to the United States. Should the parties not reach such an agreement, and the United States obtains forfeiture of 2SI or 3SI properties, the parties agree that this Agreement shall not prohibit or otherwise limit SSI from bidding for or purchasing such properties from the United States as provided for by applicable law.

Breach of the Agreement

- 16. If, during the Term of this Agreement, the Company (a) commits any felony under United States federal law; (b) provides in connection with this Agreement deliberately false, incomplete, or misleading information; (c) fails to cooperate as set forth in Paragraph 6 of this Agreement; (d) fails to implement a corporate compliance program as set forth in Paragraphs 8 and 9 of this Agreement; or (e) otherwise fails specifically to perform or to fulfill completely each of the Company's obligations under the Agreement, the Company shall thereafter be subject to prosecution for any federal criminal violation of which the Office has knowledge,

including, but not limited to, the charges in the Statement of Facts. Determination of whether the Company has breached the Agreement and whether to pursue prosecution of the Company shall be in the Office's sole discretion, subject to the procedures identified in Paragraph 17. Any such prosecution may be premised on information provided by the Company. Any such prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Office prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against the Company, 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, the Company agrees that the statute of limitations with respect to any such prosecution that is not time-barred on the date of the signing of this Agreement shall be tolled for the Term plus one year. In addition, the Company agrees that the statute of limitations as to any violation of 18 U.S.C. §§ 371, 1343, and 1349, which occurs during the Term will be tolled from the date upon which the violation occurs until the date upon which the Office is made aware of the violation.

17. In the event the Office determines that the Company has breached this Agreement, the Office agrees to provide the Company with written notice of such breach prior to instituting any prosecution resulting from such breach. Within thirty (30) days of receipt of such notice, the Company shall have the opportunity to address such a breach by providing a response to the Office in writing to demonstrate that no breach has occurred, to demonstrate that the breach was not a knowing breach, and/or to explain the nature and circumstances of such breach, as well as the actions the Company has taken to address and remediate the situation, which explanation the Office shall consider in determining whether to pursue prosecution of the Company. The Office shall thereafter provide written notice to the Company of its final determination regarding whether to declare the Agreement breached. The Office's determination of breach shall become final 30 days following the Office's written notification.
18. In the event that the Office determines that the Company has breached this Agreement: (a) all statements made by, or on behalf of, the Company to the Office or to the Court, including the attached Statement of Facts, and any testimony given by the Company before a grand jury, a court, or any tribunal, or at any legislative hearings, whether prior or subsequent

to this Agreement, and any leads derived from such statements or testimony, shall be admissible in evidence in any and all criminal proceedings brought by the Office against the Company; and (b) the Company 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 any such statements or testimony made by or on behalf of the Company prior or subsequent to this Agreement, or any leads derived therefrom, should be suppressed or are otherwise inadmissible. Provided, however, the parties understand and agree that:

- a. If the Office pursues any criminal charge against SSI permitted under this Agreement, and if the Office seeks to admit the Statement of Facts against SSI, the Office would not seek joinder of any such case with the Indicted Employees, and if such cases are joined, the parties would jointly move to sever the trial of SSI from the trial of the Indicted Employees.
 - b. Notwithstanding any provision to the contrary, any statements or admissions contained in this Agreement or the Statement of Facts are not intended to, and shall not, be deemed to be, an admission or statement by persons or entities that are not parties to this Agreement.
 - c. To the extent the Office brings or has brought any case involving the conduct described in the Statement of Facts against any non-parties to this Agreement, the Office shall not offer or introduce this Agreement or its attachments as evidence in the Office's case-in-chief against such non-parties; provided, however, nothing in this Agreement shall restrict the Office's ability to offer or introduce the Agreement or its attachments in connection with the cross-examination of any defense witnesses or in the Office's rebuttal case, to the extent permitted by the applicable rules of evidence.
19. The decision whether conduct or statements of any current director, officer or employee, or any person acting on behalf of, or at the direction of, the Company, will be imputed to the Company for the purpose of determining whether the Company has violated any provision of this Agreement shall be in the sole discretion of the Office, subject to the procedures provided for in Paragraph 17.

20. The Company acknowledges that the Office has made no representations, assurances, or promises concerning what sentence may be imposed by the Court if the Company breaches this Agreement and this matter proceeds to prosecution and judgment. The Company 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, Merger, or Other Change in Corporate Form of Company

21. Except as may otherwise be agreed by the parties hereto in connection with a particular transaction, the Company agrees that in the event it liquidates, 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 sale, asset sale, merger, or transfer, it shall include in any contract for sale, merger, or transfer a provision binding, for the remainder of the Term, the purchaser, or any successor in interest thereto, to the obligations described in this Agreement. The Company shall obtain approval from the Office at least thirty (30) days prior to undertaking any such sale, merger, transfer, or other change in corporate form, including dissolution, in order to give the Office an opportunity to determine if such change in corporate form would impact the terms or obligations of the Agreement.

Limitations on Binding Effect of Agreement

22. This Agreement is binding on the Company and the Office but specifically does not bind any other component of the Department of Justice, other federal agencies, or any state, local or foreign law enforcement or regulatory agencies, or any other authorities.
23. The Company understands that it may be subject to suspension or debarment action by state or federal agencies other than the Office based upon entering into this Agreement, and that this Agreement in no way controls what action, if any, other agencies may take. The Company affirms that it wants to enter into this Agreement regardless of any potential suspension or debarment consequences. Subject to the Department of Justice's *Touhy* regulations published at 28 C.F.R. 16.21-29, the Office agrees, if requested to do so, to bring to the attention of law enforcement and regulatory authorities, to include the Department of the Transportation, the facts and circumstances relating to the nature of the conduct underlying this Agreement, including the nature and quality of the Company's cooperation and remediation. By agreeing to provide this

information to such authorities, the Office is not agreeing to advocate on behalf of the Company, but rather is agreeing to provide information to be evaluated independently by such authorities.

Disclosure to the Public and Public Statements

24. It is further understood that the Office and Company may disclose this Agreement to the public.
25. The Company expressly agrees that it shall not, through present or future attorneys, officers, directors, or any other person authorized to speak for the Company, make any public statement (i.e., statements that are widely disseminated to the public, including, but not limited to, press releases, court or regulatory filings, or social media postings of the Company) or direct any employees or agents to make any public statement, including in litigation, contradicting the acceptance of responsibility by the Company set forth above for the conduct described in the attached Statement of Facts. Any contradictory public statement that violates this paragraph shall, subject to cure rights of the Company described below, constitute a breach of this Agreement. The decision whether (i) a statement constitutes a public statement for purposes of this provision or (ii) a statement that contradicts a fact contained in the Statement of Facts will be imputed to the Company for the purpose of determining whether it has breached this Agreement, shall be at the sole discretion of the Office, subject to the procedures provided for in Paragraph 17. If the Office determines that a public statement by any such person contradicts in whole or in part a statement contained in the Statement of Facts, the Office shall so notify the Company, and the Company may avoid a breach of this Agreement by publicly repudiating such statement(s) within five (5) business days after notification. The Company shall be permitted to raise defenses and to assert affirmative claims in other proceedings relating to the matters set forth in the Statement of Facts provided that such defenses and claims do not contradict, in whole or in part, a statement contained in the Statement of Facts. This paragraph does not apply to any statement made by the Indicted Employees, who are not parties to this Agreement, in the course of any criminal, regulatory, or civil case, including in responding to public inquiries about the same. The parties agree that in the event any officers, directors, and/or employees are subpoenaed to testify at trial of the Indicted Employees, any such testimony will be considered to be in their individual capacities and shall not be considered to be public statements in violation of this agreement.

26. The Company further agrees that if it or any of its direct or indirect subsidiaries or affiliates intends to issue a press release or hold any press conference in connection with this Agreement, the Company shall first consult with the Office to determine (a) whether the text of the release or proposed statements at the press conference are true and accurate with respect to matters between the Office and the Company; and (b) whether the Office has any objection to the release. Statements at any press conference concerning this matter shall not be inconsistent with such a press release.

Notice

27. Any notice to the Office under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to Ryan Particka, Chief, White Collar Crime Unit, Assistant United States Attorney, United States Attorney's Office for the Eastern District of Michigan, 211 W. Fort Street, Suite 2001, Detroit, MI 48226 or his successor(s). Any notice to the Company under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to:

<u>Company Recipient:</u> Surveying Solutions, Inc. Attn: Co-Presidents Justin Migut and Mathew Schuelke 4471 M-61 Highway Standish, MI 48658	<u>With Email Copy To:</u> Wade Fink, Esq. Wade Fink Law, P.C. 550 W Merrill Street, Suite 100 Birmingham, MI 48009 wade@wadefinklaw.com <u>With Email Copy To:</u> Joseph Gustavus, Esq. Miller Canfield 840 West Long Lake, Suite 150 Troy, MI 48098 gustavus@millercanfield.com
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	<u>With Email Copy To:</u> John F. Lauro Gregory M. Singer Lauro & Singer 400 N. Tampa St. Tampa, Florida 33602 jlauro@laurosinger.com gsinger@laurosinger.com <u>With Email Copy To:</u> Victor Mansour, Esq. Mansour Law PC 32121 Woodward Ave Ste. PH Royal Oak, MI 48073
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Notice shall be effective upon actual receipt by the Office or the Company.

[Intentionally Blank]

Complete Agreement

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

Effective Date

29. The Effective Date of this Agreement shall be the date on which all parties have fully executed this Agreement.

Sincerely,

JEROME F. GORGON JR.
United States Attorney

Date: 7/30/2025

By:



John K. Neal
Chief, Anti-Corruption Unit

Date: 7/30/2025

By:



T. Patrick Martin
Assistant United States Attorney

Date: 7/30/2025

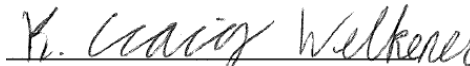
By:



Karen L. Reynolds
Assistant United States Attorney

Date: 7/30/2025

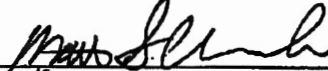
By:



K. Craig Welkener
Assistant United States Attorney

AGREED TO FOR SURVEYING SOLUTIONS, INC.:

Date: 7-29-25 By: 
Justin Migut
SSI Co-President
SURVEYING SOLUTIONS, INC.

Date: 7/29/2025 By: 
Matthew Schuelke *ms*
SSI Co-President
SURVEYING SOLUTIONS, INC.

ACKNOWLEDGED BY FOR SURVEYING SOLUTIONS, INC.:

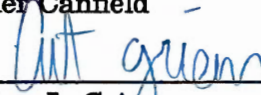
Date: July 29, 2025 By:  (GMS)
John F. Lauro
Lauro & Singer

Date: July 29, 2025 By: 
Gregory M. Singer
Lauro & Singer

Date: July 29, 2025 By: 
Victor Mansour
Mansour Law PC

Date: 7/29/2025 By: 
Wade G. Fink
Wade Fink Law, P.C.

Date: July 29, 2025 By: 
Joseph D. Gustavus
Miller Canfield

Date: July 29, 2025 By: 
Arthur L. Griem
Miller Canfield

ATTACHMENT A

STATEMENT OF FACTS

The following Statement of Facts is incorporated by reference as part of the non-prosecution agreement (the “NPA”) between the Government and Surveying Solutions Inc. (“SSI”) (collectively, the “Parties”), through SSI’s current Board of Directors (who are wholly different and independent from those who served on SSI’s Board of Directors during the Relevant Time Period (defined below)). The Parties agree that the Statement of Facts is true and accurately describes SSI’s role in the offense. All capitalized terms used herein not otherwise defined shall have the same meanings given to them in the NPA, to which this Statement of Facts is attached as Attachment A. The Parties further agree that the current Board of Directors did not have personal knowledge of facts stated herein, but based on information produced by the Government, which was collectively known to and possessed by the Company during the Relevant Time Period, the Company accepts this Statement of Facts solely on behalf of the corporation for its prior acts. The conduct described herein is not intended to, and shall not be deemed to be, an admission or statement by persons or entities that are not parties to the NPA.

1. From at least February 25, 2011, through June 2019 (the “Relevant Time Period”), the United States Department of Transportation (“USDOT”), through the Federal Highway Administration (“FHWA”), funded highway construction projects in the State of Michigan and throughout the United States. USDOT typically funded 80-90 percent of the cost of these projects. The Michigan Department of Transportation (“MDOT”) was responsible for awarding highway construction contracts and administering the related USDOT funds in the State of Michigan.
2. Since August 2001, SSI was a surveying company headquartered in Standish, Michigan, that did business in the Eastern District of Michigan and was awarded highway construction contracts by MDOT.
3. During the Relevant Time Period, Jeffrey Bartlett (“J. Bartlett”), Brian Bartlett (“B. Bartlett”), Andrew Semenchuk (“Semenchuk”), Anthony Thelen (“Thelen”), and Adam Ball (“Ball”) were employees of SSI (“SSI’s Indicted Employees”). J. Bartlett, B. Bartlett, and Thelen were also employees of SSI well before the Relevant Time Period.
4. The Government conducted an investigation concerning the Company’s billing practices in connection with certain contracts the Company performed for MDOT between February 25, 2011, and June 2019. The investigation did not concern, and the Government does not question, the quality of any work that was actually performed by the Company. The Government determined, however, that the

Company through certain then-employees violated federal criminal law by improper billing practices, including billing for work not performed and overbilling for other work actually performed.

5. The Government has returned grand jury indictments against SSI's Indicted Employees: J. Bartlett, B. Bartlett, Semenchuk, Ball, and Thelen. SSI's Indicted Employees have entered not guilty pleas to these charges and are awaiting trial.

6. In 2005 and 2009, on behalf and for the benefit of SSI, J. Bartlett, B. Bartlett, and Thelen created 2SI Development (2SI) and 3SI Building and Leasing (3SI), respectively. These companies held title to personal and real property purchased with SSI assets that were then leased back to SSI for its use.

7. In 2011, Semenchuk created Geo Precision Services, LLC (GPS).

8. On or about February 25, 2011, SSI's Indicted Employees entered into a non-public agreement which provided, in part, that each of SSI's Indicted Employees would own a 20 percent undivided interest in SSI, 2SI, 3SI, and GPS (the "Ownership Agreement"). That Ownership Agreement read in part:

It is the intent of this agreement that [SSI's Indicted Employees] will each own a 20 percent undivided interest in the above named companies at the completion of the 'Buy In' period. Regardless of how the Articles of Incorporation, Stock Ownership, By Laws, etc. are written/retained; the intent is for all 5 parties to have equal ownership of the companies at the completion of the 'Buy In' period.

9. In late 2015, on behalf and for the benefit of SSI, SSI's Indicted Employees used an existing entity to begin doing business as "Southfield IT" (Southfield IT) to purportedly provide technology information services to SSI. The Ownership Agreement extended to Southfield IT.

10. During the Relevant Time Period, on highway construction contracts between MDOT and SSI, MDOT reimbursed SSI for: (1) SSI's reported direct labor costs on MDOT projects ("D/L Costs"); and (2) SSI's corresponding indirect/overhead costs incurred ("O/H Costs").

11. More specifically, SSI reported its D/L Costs to MDOT by submitting monthly invoices to MDOT based on the monthly aggregated hours that SSI stated its employees worked on MDOT projects, and MDOT thereafter reimbursed SSI for these claimed D/L Costs.

12. More specifically, MDOT reimbursed SSI for O/H Costs based on an O/H Costs rate (“O/H Cost Rate”) (i.e., a percentage of current year D/L Costs), which O/H Cost Rate was determined annually from purportedly audited O/H Costs incurred by SSI from the prior year. SSI submitted such O/H Costs from the prior year as part of an annual MDOT Financial Prequalification Questionnaire (“Prequal Questionnaire”) that SSI submitted to MDOT to remain eligible to receive MDOT contracts.

13. MDOT also paid SSI a fixed fee of 11 percent of the sum of the D/L Costs and O/H Costs SSI reported to provide SSI with a profit margin.

14. During the Relevant Time Period, on behalf and for the benefit of SSI, SSI’s Indicted Employees submitted or caused to be submitted documentation to MDOT which intentionally misrepresented that certain individuals were employees of SSI and contributed to a higher indirect cost rate ultimately billed to MDOT (the “Non-employees”). More specifically, SSI’s Indicted Employees caused SSI to report D/L Costs to MDOT that included payroll and bonus payments made to the Non-employees in connection with SSI’s work for MDOT. However, the Non-employees did not actually work for SSI, which the Indicted Employees knew at the time. As a result, SSI’s Indicted Employees caused: (i) SSI to report and claim intentionally incorrect O/H Costs, and (ii) MDOT to overpay SSI costs and profits submitted by SSI for payment.

15. During the Relevant Time Period, on behalf and for the benefit of SSI, SSI’s Indicted Employees submitted or caused to be submitted documentation to MDOT which intentionally misstated that Southfield IT was an independent third-party vendor providing technology services to SSI in support of MDOT contracts. More specifically, the evidence shows that SSI’s Indicted Employees created contracts and invoices between SSI and Southfield IT and submitted these expenses as O/H Costs to MDOT. In fact, SSI’s Indicted Employees knew at the time that Southfield IT did not actually provide the services it purported to in the submitted MDOT contracts. As a result, SSI’s Indicted Employees caused: (i) SSI to report inflated O/H Costs, and (ii) MDOT to overpay SSI on costs and profits submitted by SSI for payment.

16. During the Relevant Time Period, SSI did not have adequate controls in place to detect and correct the conduct described above. SSI did not have, among other things:

- (a) a Board of Directors, wholly independent from SSI’s Indicted Employees;
- (b) a qualified controller, wholly independent from SSI’s Indicted Employees and experienced in compliance with (i) Part 31 of the Federal Acquisition Regulations (Federal Contract Cost Principles and

Procedures), (ii) Governmental Cost Accounting Standards (CAS), (iii) the 2016 AASHTO Uniform Audit and Accounting Guide, and (iv) the Disadvantaged Business Enterprise regulations (“DBE”) of the USDOT under 49 CFR Part 26 (“DBE Regulations,” together with all of the foregoing, hereafter “Compliance Standards”);

(c) a Code of Ethics (“CoE”) that would have provided (i) an internal reporting policy for any perceived violation of the Compliance Standards or other wrongdoing committed within SSI and (ii) whistleblower protection for reporting the foregoing; and

(d) a Corporate Compliance Program (“CCP”) that would have provided robust procedures for the verification and validation of: (i) those annual responses to Prequal Questionnaire submitted by SSI to MDOT, (ii) the monthly D/L Labor Costs and O/H Cost Rate reimbursement billings submitted to MDOT, and (iii) adherence otherwise with the Compliance Standards.

17. From 2013 through late 2018, on behalf and for the benefit of SSI, the evidence shows that Semenchuk made several misrepresentations to MDOT and USDOT in order to obtain and maintain SSI’s DBE status. The evidence shows that these false statements included:

- In SSI’s April 19, 2013 application for DBE status, Semenchuk misrepresented that he had actual and ultimate managerial control over SSI.
- In a January 2014 letter to USDOT, appealing MDOT’s denial of SSI’s 2013 application for DBE status, Semenchuk stated that: (1) “Brian [Bartlett] and Tony [Thelen] are not . . . key personnel of SSI and they have no power over the affairs of SSI”; (2) “[t]he owners/members of 2si and 3si have no stake in SSI. In addition, the owners/officers of SSI have no stake in 2si or 3si . . .”; (3) “[Co-conspirator Semenchuk] control[s] ALL aspects of [SSI]”; and (4) “None of the SSI owners or officers have any interest or stake in 2si and 3si and none of 2si or 3si owners/members have any interest or stake in SSI.”

18. The evidence shows that SSI’s Indicted Employees knew at the time that Semenchuk’s statements to USDOT were not true. Notwithstanding, on behalf and for the benefit of SSI, the evidence shows that SSI’s Indicted Employees agreed that Semenchuk should nonetheless make the false statements to USDOT.

19. Subsequently, on July 25, 2016, July 24, 2017, and July 25, 2018, on behalf and for the benefit of SSI, Semenchuk submitted “No Change” documentation to MDOT, in which he certified that he remained a 51 percent owner of SSI and maintained actual and ultimate managerial control over SSI. There is evidence indicating that SSI’s Indicted Employees knew at the time that these “No Change” certifications were not true because Semenchuk was still only a 20 percent owner of SSI and still did not have actual and ultimate managerial control over SSI and SSI’s other Indicted Employees.

20. The evidence also shows that during the Relevant Time Period, on behalf and for the benefit of SSI, Semenchuk misrepresented to USDOT, directly and indirectly through MDOT, that B. Bartlett and Thelen independently owned and managed 2SI and 3SI and had no ownership stake in SSI. This resulted in artificially increased 2SI- and 3SI-invoiced expenses in the MDOT projects with SSI ultimately claiming reimbursement from MDOT to which SSI was not entitled. SSI received from MDOT an artificially increased profit margin on the aggregate overhead expenses to which SSI was also not entitled.

21. More specifically, on behalf and for the benefit of SSI, the evidence shows that SSI’s Indicted Employees made or caused to be made intentional misrepresentations to USDOT and MDOT in that there were lease agreements between 2SI and SSI for mobile surveying scanners and vehicles, as though 2SI was an independent third-party vendor. There is evidence that shows SSI’s Indicted Employees knew at the time that 2SI was one of several SSI-related companies, in which each of SSI’s Indicted Employees had a 20 percent ownership according to the Ownership Agreement.

22. The evidence shows that SSI’s Indicted Employees knew if they disclosed to USDOT and MDOT that they co-equally owned and controlled 2SI and its mobile surveying scanners and vehicles, which SSI used for MDOT projects, SSI would only be entitled to reimbursement for normal ownership costs such as maintenance and depreciation. But, if SSI’s Indicted Employees falsely claimed mobile surveying scanners and vehicles were leased by SSI from 2SI, SSI could claim and receive greater MDOT projects related overhead reimbursement from MDOT and receive an artificially increased profit margin from MDOT.

23. In addition, on behalf and for the benefit of SSI, the evidence shows that the Indicted Employees made or caused to be made intentional misrepresentations to USDOT and MDOT in claiming that SSI was making lease payments for SSI office space to 3SI, an independent business entity. The evidence shows that SSI’s Indicted Employees knew that 3SI was one of several SSI-related companies, in which each of SSI’s Indicted Employees had a 20 percent ownership interest under the Ownership Agreement.

24. The evidence shows that SSI's Indicted Employees knew that if they disclosed to USDOT and MDOT that they co-equally owned and controlled 3SI and its real property, which SSI leased for office space, SSI would only be entitled to reimbursement for normal real property ownership costs such as maintenance and depreciation. But, if SSI's Indicted Employees falsely claimed the real property was leased by SSI from 3SI, SSI could claim and receive substantially greater MDOT projects related overhead reimbursement from MDOT and receive an artificially increased profit margin from MDOT.

25. The evidence shows that SSI's lack of controls and oversight by its prior Board of Directors and SSI's Indicted Employees, as well as its failure to have both a CoE and CCP in place to empower other employees to verify and validate the matters described herein, resulted in SSI, through and in concert with SSI's Indicted Employees, conspiring to defraud an agency of the United States, that is, the USDOT, in violation of Title 18, United States Code, Section 371. The government can establish these facts beyond a reasonable doubt.

CERTIFICATE OF CORPORATE RESOLUTIONS

WHEREAS, Surveying Solutions, Inc. (the "Company") has been engaged in discussions with the United States, through the United States Attorney's Office for the Eastern District of Michigan (the "Office"), regarding issues arising from the Company's billing practices by its then-employees, in relation to construction projects from February 2011 through June 2019; and

WHEREAS, in order to resolve such discussions, it is proposed that the Company enter into a certain non-prosecution agreement with the Office (the "NPA");

WHEREAS, the Company's outside counsel have advised the Board of Directors of the Company of its rights, possible defenses, the Sentencing Guidelines' provisions, and the consequences of entering into the NPA with the Office; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the NPA.

Therefore, the Board of Directors has RESOLVED that:

1. The Company (a) enters in the NPA and with the Office; and (b) agrees to accept a total criminal monetary penalty against the Company of \$1,100,000, which will be paid to the United States Treasury, and to pay such penalty in accordance with terms set forth in the Agreement;

2. The Company accepts the terms and conditions of the NPA, including, but not limited to a knowing waiver of any defenses based on the statute of limitations for any prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Office prior to the date on which the NPA

was signed that is not time-barred by the applicable statute of limitations on the date of the signing of the NPA;

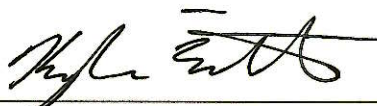
3. The Co-Presidents of Company, Justin Migut and Matthew Schuelke, are hereby jointly (and not individually) authorized, empowered, and directed, on behalf of the Company, to execute the NPA substantially in such form as reviewed by this Board of Directors at this meeting with such changes as the Co-Presidents of Company, Justin Migut and Matthew Schuelke, may jointly approve;

4. The Co-Presidents of Company, Justin Migut and Matthew Schuelke, are hereby jointly (and not individually) authorized, empowered and directed to take any and all actions as they jointly deem to be necessary or appropriate and to jointly approve the forms, terms or provisions of any agreement or other documents as they jointly deem to be necessary or appropriate, to carry out and effectuate the purpose and intent of the foregoing resolutions; and

5. All of the jointly taken actions of the Co-Presidents of Company, Justin Migut and Matthew Schuelke, which joint actions would have been authorized by the foregoing resolutions except that such joint 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.

Date: 07-29-2025

By:



Kyle Everitt
Corporate Secretary
Surveying Solutions, Inc.

ATTACHMENT C

MINIMUM PROGRAM ELEMENTS

In order to address any deficiencies in its internal controls, compliance code, policies, and procedures related to compliance with federal and state acquisition laws and regulations, including submissions of claimed overhead expenses and related profit margins on projects to the Michigan Department of Transportation (MDOT), Surveying Solutions Inc. (the “Company”) agrees to continue to conduct, in a manner consistent with all of its obligations under this Agreement, appropriate reviews of its existing internal controls, policies, and procedures and implement a code of ethics (the “Code”) and a corporate compliance program (the “Program” and together with the Code and all other materials, information and documents provided in connection with the Program and the Code, the “Controls”).

Where necessary and appropriate, the Company agrees to adopt new or to modify existing internal controls, compliance code, 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 compliance program that includes policies and procedures designed to detect and deter (i) the submission of fraudulent claims for overhead expenses and related profit margins on projects to MDOT and (ii) other violations of federal and state acquisition laws and regulations (the “Forbidden Acts”). At a minimum, this will include, but not be limited to, the following elements

to the extent they are not already part of the Company's existing internal controls, compliance code, policies, and procedures:

High-Level Commitment

1. The Company will ensure that its directors and senior management provide strong, explicit, and visible support and commitment to its Controls against the Forbidden Acts.

Policies and Procedures

2. The Company will develop and implement a clearly articulated and visible corporate policy against the Forbidden Acts, which policy shall be memorialized in the Program.

3. The Company will develop and promulgate the Controls to prevent the Forbidden Acts and the Company will take appropriate measures to encourage and support the observance of the Controls against such violations by personnel at all levels of the Company. The Controls shall apply to all directors, officers, and employees. The Company shall notify all employees that compliance with the Controls is the duty of individuals at all levels of the company.

4. The Company will ensure that it has a system of financial and accounting procedures, including a system of internal controls, reasonably designed to ensure the maintenance of fair and accurate books, records, and accounts. This system should be designed to provide reasonable assurances that:

a. submissions of claims for overhead expenses and related profit margins on projects to MDOT are executed in accordance with the Program; and

b. submissions of claims for overhead expenses and related profit margins on projects to MDOT are accurately recorded as necessary to permit preparation of financial statements in conformity with Applicable Law, and to maintain accountability for assets.

Periodic Risk-Based Review

5. The Company will develop the Controls on the basis of a periodic risk assessment addressing the individual circumstances of the Company, including, but not limited to, its geographical organization, industrial sectors of operation, involvement in joint venture arrangements, and degree of governmental oversight and inspection.

6. The Company shall review its Controls no less than annually and update them as appropriate to ensure their continued effectiveness, taking into account relevant developments in the field and evolving industry standards.

Proper Oversight and Independence

7. The Company will assign responsibility to its Corporate Compliance Officer (the “CCO”) and the Corporate Compliance Committee (the “CCC”) for the implementation and oversight of the Company’s Controls. The CCO and CCC shall have the authority to report directly to independent monitoring bodies, the Company’s Board of Directors, or any appropriate committee of the Board of Directors, and shall have an adequate level of autonomy from management (other than one seat of the CCC, which will be filled by a member of the Company’s Board of Directors) as well as sufficient resources and authority to maintain such autonomy.

The assigned CCO is responsible for conducting an appropriate investigation of each complaint or information received concerning violations of the Company's Controls, as well as any complaints or information alleging any violation or lack of compliance with this Agreement. The CCO will ensure the confidentiality, to the extent practicable under the circumstances, of all investigations. The CCO will also maintain a compliance log (the "Compliance Log") of all reported information, complaints, and investigations related to violations or alleged violations of the Forbidden Acts or the Controls, noting the date and time the Company received the information or complaint; the date of the alleged misconduct; a summary of the allegation, inquiry, and investigation; and the resolution or referral of the matter. Upon this Office's request, the CCO will provide the Compliance Log to this Office.

Training and Guidance

8. The Company will implement mechanisms designed to ensure that its Controls are effectively communicated to all directors, officers, employees. These mechanisms shall include: (a) periodic training for all directors and officers, all employees in positions of leadership or trust, and positions that require such training (e.g., internal audit, sales, legal, compliance, finance); and (b) corresponding certifications by all such directors, officers, and employees, certifying compliance with the training requirements.

9. The Company will maintain, or where necessary establish, an effective system for providing guidance and advice to directors, officers, employees on complying with the Company's Controls.

Internal Reporting and Investigation

10. The Company will maintain, or where necessary establish, an effective system for internal and, where possible, confidential reporting by, and protection of, directors, officers, and employees concerning violations or alleged violations of the Forbidden Acts or the Company's Controls.

11. The Company will maintain, or where necessary establish, an effective and reliable process with sufficient resources for responding to, investigating, and documenting allegations concerning violations or alleged violations of the Forbidden Acts or the Company's Controls.

Enforcement and Discipline

12. The Company will implement mechanisms designed to effectively enforce its Controls, including appropriately disciplining violations.

13. The Company will institute appropriate disciplinary procedures to address, among other things, the Forbidden Acts, and violations of the Company's Controls related to the Forbidden Acts by the Company's directors, officers, and employees. Such procedures should be applied consistently and fairly, regardless of the position held by, or perceived importance of, the director, officer, or employee. The Company shall implement procedures to ensure that where misconduct is discovered, reasonable steps are taken to remedy the harm resulting from such misconduct, and to ensure that appropriate steps are taken to prevent further similar misconduct, including assessing the Controls and making modifications necessary to ensure the overall compliance program is effective.

Compliance Review, Verification and Remediation

14. In order to ensure that the Controls do not become stale, the CCC will conduct periodic reviews and verifications of its Controls designed to evaluate and improve their effectiveness in preventing and detecting violations of applicable law, and the Company's Controls related to such Forbidden Acts, taking into account relevant developments in the field and evolving industry standards.

15. The CCO will engage in tracking and verification processes related to the Controls and SSI's compliance therewith. The Board of Directors will ensure that the CCO and the CCC have sufficient direct or indirect access to relevant sources of data to allow for timely and effective tracking of transactions subject to the CCP.

ATTACHMENT D

COMPLIANCE REPORTING REQUIREMENTS

Surveying Solutions, Inc. (the “Company”) agrees that it will report to the United States Attorney’s Office for the Eastern District of Michigan (the “Office”) periodically. During the Term, the Company shall review verify, and update its compliance program and internal controls, policies, and procedures described in Attachment C. The Company shall be required to: (i) conduct an initial (“first”) review and submit a first report and (ii) conduct and prepare at least two follow-up reviews and reports, as described below.

In conducting the reviews, the Company shall undertake the following activities, among others: (a) inspection of relevant documents, including the Company’s current policies, procedures, and training materials concerning compliance with applicable laws; (b) inspection and verification of the Company’s systems procedures, and internal controls, including record-keeping and internal audit procedures; (c) meetings with, and interviews of, relevant current and, where appropriate, former directors, officers, employees, business partners, agents, and other persons; and (d) analyses, studies, and comprehensive review and verification of the Company’s compliance program.

Reviews and Reports

a. The Company shall conduct a first review and prepare a first report, followed by at least two follow-up reviews and reports.

b. No later than one year from the date this Agreement is executed, the

Company shall submit to the Office a written report setting forth: (1) a complete description of its remediation efforts to date; (2) a complete description of the verification conducted to evaluate the effectiveness of the compliance program and the results of that verification; and (3) its proposals to ensure that its compliance program is reasonably designed, implemented, and enforced so that the program is effective in deterring and detecting violations of applicable laws. The report shall be transmitted to:

Chief, Anti-Corruption Unit
United States Attorney's Office for the Eastern District of Michigan
211 W. Fort Street, Suite 2001
Detroit, MI 48226

The Company may extend the time period for issuance of the first report with prior written approval of the Office.

Follow-up Reviews and Reports

c. The Company shall undertake at least two follow-up reviews and reports, incorporating the views of the Office on the Company's prior reviews and reports, to further monitor and assess whether the Company's compliance program is reasonably designed, implemented, and enforced so that it is effective at deterring and detecting violations of applicable laws.

d. The first follow-up ("second") review and report shall be completed by no later than one year after the first report is submitted to the Offices.

e. The second follow-up ("third") report shall include a plan for ongoing

improvement, verification, and review of the compliance program to ensure the sustainability of the program. The third report shall be completed and delivered to the Offices no later than thirty (30) days before the end of the Term.

f. The Company may extend the time period for submission of any of the follow-up reports with prior written approval of the Office.

Confidentiality of Submissions

g. Submissions by the Company, including the work plans and reports will likely include proprietary, financial, confidential, and competitive business information. Moreover, public disclosure of the submissions could discourage cooperation, impede pending or potential government investigations and thus undermine the objectives of the reporting requirement. For these reasons, among others, the submissions and the contents thereof are intended to remain and shall remain non-public, except as otherwise agreed to by the parties in writing, or except to the extent the Offices determine in their sole discretion that disclosure would be in furtherance of the Offices' discharge of their duties and responsibilities or is otherwise required by law.

ATTACHMENT E

DISCLOSURE OBLIGATION CERTIFICATION

To: United States Attorney's Office
Eastern District of Michigan
Attention: Chief, Anti-Corruption Unit

Re: Non-Prosecution Agreement Disclosure Certification

The undersigned certify, pursuant to Paragraph 7 of the non-prosecution agreement ("the Agreement") entered into on _____, by and between the United States Attorney's Office for the Eastern District of Michigan (the "Office") and Surveying Solutions, Inc. (the "Company"), that undersigned are aware of the Company's disclosure obligations under Paragraph 7 of the Agreement, and that, to the best of the undersigned's knowledge and belief, upon a reasonable inquiry, the Company has disclosed to the Offices any and all evidence or allegations of conduct required pursuant to Paragraph 7 of the Agreement, which includes evidence or allegations of conduct that may constitute a violations of Title 18, United States Code, Sections 371 (Criminal Conspiracy), 1349 (Conspiracy to Commit Wire Fraud), and 1343 (Wire Fraud), involving the defrauding of MDOT or the USDOT, by the Company's employees or agents ("Disclosable Information"). This obligation to disclose information extends to any and all Disclosable Information that has been identified through the Company's compliance and controls program, whistleblower channel, internal audit reports, due diligence procedures, investigation process, or other processes. The undersigned further acknowledge and agree that the reporting requirements contained in Paragraph 7 and the representations contained in this

certification constitute a significant and important component of the Agreement and of the Office's determination whether the Company has satisfied its obligations under the Agreement.

The undersigned hereby certify that they are the Co-Presidents of the Company, and that each has been duly authorized by the Company to sign this Certification on behalf of the Company.

This Certification shall constitute a material statement and representation by the undersigned and by, on behalf of, and for the benefit of, the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001, and such material statement and representation shall be deemed to have been made in the Eastern District of Michigan. This Certification shall also constitute a record, document, or tangible object in connection with a matter within the jurisdiction of a department and agency of the United States for purposes of 18 U.S.C. § 1519, and such record, document, or tangible object shall be deemed to have been made in the Eastern District of Michigan.

Date: _____ Name (Printed): _____

Name (Signed): _____
SSI Co-President
SURVEYING SOLUTIONS, INC.

Date: _____ Name (Printed): _____

Name (Signed): _____
SSI Co-President
SURVEYING SOLUTIONS, INC.

ATTACHMENT F

COMPLIANCE OBLIGATIONS CERTIFICATION

To: United States Attorney's Office
Eastern District of Michigan
Attention: Chief, White Collar Crime Unit

Re: Non-Prosecution Agreement Compliance Obligation Certification

The undersigned certify, pursuant to Paragraph 8 of the Non-Prosecution Agreement entered into on _____, by and between the United States Attorney's Office for the Eastern District of Michigan (the "Office") and Surveying Solutions, Inc. (the "Company") (the "Agreement"), that the undersigned are aware of the Company's compliance obligations under Paragraphs 8 and 9 of the Agreement, and that, based on a review of the Company's report submitted to the Office pursuant to Paragraph 10 of the Agreement, the report is true, accurate, and complete, to the best of the undersigned's knowledge and belief, upon a reasonable inquiry.

In addition, the undersigned certify that, based on the undersigned's review and understanding of the Company's compliance program, the Company has implemented a compliance program that meets the requirements set forth in Attachment C to the Agreement. The undersigned certifies that such compliance program is reasonably designed to detect and prevent violations of the applicable laws throughout the Company's operations.

The undersigned hereby certify that they are the Co-Presidents of the Company, and that each has been duly authorized by the Company to sign this Certification on behalf of the Company.

This Certification shall constitute a material statement and representation by the undersigned and by, on behalf of, and for the benefit of, the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001, and such material statement and representation shall be deemed to have been made in the Eastern District of Michigan. This Certification shall also constitute a record, document, or tangible object in connection with a matter within the jurisdiction of a department and agency of the United States for purposes of 18 U.S.C. § 1519, and such record, document, or tangible object shall be deemed to have been made in the Eastern District of Michigan.

Date: _____ Name (Printed): _____

Name (Signed): _____
SSI Co-President
SURVEYING SOLUTIONS, INC.

Date: _____ Name (Printed): _____

Name (Signed): _____
SSI Co-President
SURVEYING SOLUTIONS, INC.