

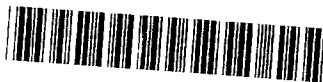
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OMB No. 0651-0027 (exp. 6/30/2005)

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

The IT Group, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other See attached statement explaining assignment

Execution Date: January 23, 2002

## 2. Name and address of receiving party(ies)

Name: Shaw Intellectual Property Holdings, Inc.

Internal Address: \_\_\_\_\_

Street Address: 4171 Essen Lane

City: Baton Rouge State: LA Zip: 70809

Additional name(s) & address(es) attached? ☐ Yes ☐ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s) \_\_\_\_\_

B. Patent No.(s) See Attached List

Additional numbers attached? ☒ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Henry E. Naylor

Internal Address: Kean Miller

Street Address: P. O. Box 3513

City: Baton Rouge State: LA Zip: 70821-3513

## 6. Total number of applications and patents involved: 201

7. Total fee (37 CFR 3.41).....\$ 800.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

11-0245

OPR/FINANCE

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## 9. Signature.

Henry E. Naylor, #27,461

Name of Person Signing

Signature

04/12/2005

Date

04/22/2005

DBYRNE

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800.00 DA

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

44

**List of Patents for Recordation of Assignment – Owned by the IT Group, Inc.**

<b>Patent No.</b>	<b>Date Issued</b>	<b>Patent Name</b>	<b>Inventor</b>
	<b>The IT Group, Inc.</b>		
<u>4,727,031</u>	2/23/88	Nutrient for Stimulating Aerobic Bacteria (Method Claims)	Brown etal
4,849,360	7/18/89	Apparatus and Method for Confining and Decontaminating Soil	Norris etal.
4,766,822	8/30/88	Method and Apparatus for Treating Waste Containing Organic Contaminants	DeCicco etal.
4,792,519	12/20/88	Method for Monitoring and Control of Microbial Populations	Blackburn etal.
4,961,391	10/9/90	Thermal Treatment Process for Organically Contaminated Material	Mak etal
5,414,203	5/9/95	Treatment of Particulate Material Contaminated Polyhalogenated Aromatics	Fox
5,178,491	1/12/93	Vapor-Phase Nutrient Delivery System for In Situ Bioremediation of Soil	Graves etal.
5,383,747	1/24/95	System for Treating a Subterranean Formation Having an Aquifer Contaminated with Organics	Millan
5,400,858	3/28/95	Groundwater Recovery Patent	Blanchard etal
5,452,765	9/26/95	Groundwater Recovery Patent	Blanchard etal
5,582,119	12/10/96	Treatment of Explosive Wastes	Barkdoll
5,791,266	8/11/98	Combustion Apparatus for Highly Energetic Materials	Fleming etal
5,881,654	3/16/99	Combustion Apparatus for Highly Energetic Materials	Fleming etal
6,146,104	11/14/00	Groundwater Recovery System Incorporating a Combination of Pressure and Waste	Mastroianna

895219-1

**List of Patents for Recordation of Assignment – Owned by the IT Group, Inc.**

5,577,522	9/17/96	Transportable, Electronically Controlled System for On-site Decontamination of Solid and Hazardous Waste (co-owned with USEPA)	Barkley et al.
6,403,034	6/11/02	Method of Reducing the Concentration of Recalcitrant Organic Contamination in Soil Matrix	Nelson et al
4,746,290	5/24/88	Method & Apparatus for Treating Waste Containing Organic Contaminants (HTTS)	DeCicco et al.
4,747,728	5/31/88	Method for Distributing an Aqueous Solution Containing A peroxygen in Clay	Norris et al.
6,003,478	12/21/99	Dual-Fuel Control/Monitoring System	Huber, Jeffrey
	<b>EMCON</b>		
5,342,482	8/30/1994	Leachate Evaporation System	Duesel, Jr.

COMMISSIONER FOR PATENTS  
P. O. Box 1450  
Alexandria, VA 22313-1450

**STATEMENT (ADDITIONAL PAGES) EXPLAINING ASSIGNMENT  
DESCRIBED ON RECORDATION FORM COVER SHEET**

REGISTRANT'S NAME: SHAW INTELLECTUAL PROPERTY HOLDINGS, INC.

STATE OF INCORPORATION: LOUISIANA

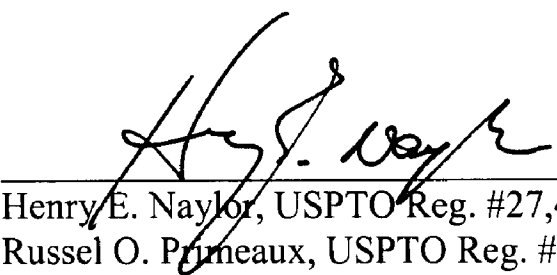
REGISTRANT'S CURRENT MAILING ADDRESS:

4171 Essen Lane  
Baton Rouge, Louisiana 70809

The IT Group, Inc. assigned certain patents and the accompanying goodwill to The Shaw Group Inc. pursuant to an Asset Purchase Agreement ("APA") executed on January 23, 2002. Pursuant to Section 8.01(b) of the APA, The Shaw Group Inc. directed that title to the patents and the accompanying goodwill be vested in Shaw Intellectual Property Holdings, Inc., as evidenced by a letter of instruction ("Letter of Instruction") dated May 3, 2002 and Attachment 2.01(g)(i). See Paragraph 17, page 4 of the Letter of Instruction and page 2 of Attachment 2.01(g)(i). A copy of the Certificate of Amendment, the relevant portions of the APA, the Letter of Instruction, and Attachment 2.01(g)(i) evidencing the aforementioned name change and transfers are attached to this Statement.

04/18/2005

Date

  
Henry E. Naylor, USPTO Reg. #27,461  
Russel O. Primeaux, USPTO Reg. #37,213  
KEAN, MILLER, HAWTHORNE,  
D'ARMOND, McCOWAN & JARMAN,  
L.L.P.  
P. O. Box 3513  
Baton Rouge, Louisiana 70821-3513  
Telephone: (225) 387-0999  
Facsimile: (225) 388-9133

*Attorneys for Shaw Intellectual Property  
Holdings, Inc.*

**CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION  
OF  
INTERNATIONAL TECHNOLOGY CORPORATION**

International Technology Corporation, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify:

1. Article FIRST of the Corporation's Certificate of Incorporation is hereby amended pursuant to Section 242 of the Delaware General Corporation Law to read as follows:

FIRST: The name of the corporation is:

THE IT GROUP, INC.

2. The foregoing amendment of the Corporation's Certificate of Incorporation has been duly approved by the Board of Directors of the Corporation.

3. The foregoing amendment has been duly approved by written consent of the required majority of shareholders, in lieu of a meeting of shareholders, in accordance with Section 228(d) of the Delaware General Corporation Law. Holders of the Corporation's Common Stock, \$0.01 par value, and the Corporation's 6% Convertible Preferred Stock (the "Preferred Stock") were entitled to notice of and to consent with respect to the action. As of October 22, 1998, the record date established by the Board of Directors of the Corporation, the number of outstanding shares of Common Stock was 22,628,433, and the number of outstanding shares of Preferred Stock was 45,819. The affirmative vote of a majority of shares of the Common Stock and Preferred Stock voting (on an as-converted basis) as a single class, and the affirmative vote of at least a majority of the shares of the Preferred Stock, was required to approve the amendment. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50% of each such class.

4. IN WITNESS WHEREOF, this corporation has caused this certificate to be signed by Richard R. Conte, its Vice President, and James M. Redwine, its Assistant Secretary, this 21<sup>st</sup> day of December, 1998.



Richard R. Conte,  
Vice President



James M. Redwine,  
Assistant Secretary

**CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION  
OF  
INTERNATIONAL TECHNOLOGY CORPORATION**

International Technology Corporation, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Company"),

**DOES HEREBY CERTIFY:**

FIRST, that on April 27, 1998 the Board of Directors of the Corporation (the "Board") duly adopted resolutions setting forth a proposed amendment to the Certificate of Incorporation of the Company (the "Charter Amendment"), declared the Charter Amendment to be advisable and called for the Charter Amendment to be put before the stockholders of the Company for approval. The resolutions setting forth the Charter Amendment are as follows:

**CHARTER AMENDMENT**

WHEREAS, the Board of Directors of the Corporation (the "Board of Directors") has determined that it is in the best interests of the corporation to amend the Corporation's Certificate of Incorporation (the "Charter") to eliminate the classification of the Board of Directors with respect to directors elected by common stockholders;

NOW, THEREFORE, BE IT RESOLVED, that an amendment to the Charter (the "Charter Amendment") to delete Article SEVENTH (which provides for the classification of the Board of Directors with respect to directors elected by the common stockholders) and to renumber the remaining Articles of the Charter accordingly be and hereby is approved;

RESOLVED FURTHER, that the Charter Amendment shall be subject to approval by the holders of not less than two-thirds of the total voting power of all outstanding shares of voting stock of the Corporation, and shall be submitted to stockholders for approval; provided, however, that the Board of Directors may abandon the Charter Amendment at any time, notwithstanding approval of stockholders of such amendment, pursuant to Section 242(e) of the DGCL;

RESOLVED FURTHER, that the officers of the Corporation be, and each of them hereby is, authorized and directed on behalf of the Corporation and in its name to take any and all acts necessary or advisable to execute, acknowledge, file and record such proposed Charter Amendment with the State of Delaware and any other public authorities as they shall deem necessary or advisable, upon the approval of the Charter Amendment by the Corporation's stockholders in accordance with the provisions of the Charter and applicable law.

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 01:00 PM 06/19/1998  
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SECOND, that on June 11, 1998, pursuant to a resolution of the Board and upon notice given in accordance with Section 222 of the DGCL, a special meeting of stockholders of the Company was duly called and held, at which meeting the necessary number of votes as required by statute were given in favor of the Charter Amendment.

THIRD, that the Charter Amendment was duly adopted in accordance with the provisions of Section 242 of the DGCL.

FOURTH, that the capital of the Company shall not be reduced under or by reason of the Charter Amendment.

IN WITNESS WHEREOF, the Company has caused this certificate to be signed by Anthony J. DeLuca, its President and Chief Executive Officer, and James M. Redwine, its Assistant Secretary, this 12<sup>th</sup> day of June, 1998.

INTERNATIONAL TECHNOLOGY  
CORPORATION, a Delaware corporation

  
\_\_\_\_\_  
Anthony J. DeLuca,  
President and Chief Executive Officer

ATTEST: 

James M. Redwine,  
Assistant Secretary

LC981620.020/1+



State of Delaware  
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "INTERNATIONAL TECHNOLOGY CORPORATION", CHANGING ITS NAME FROM "INTERNATIONAL TECHNOLOGY CORPORATION" TO "THE IT GROUP, INC.", FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF DECEMBER, A.D. 1998, AT 11:30 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

AUTHENTICATION:

2018119 8100

DATE:

9494636

981498994

12-23-98

ASSET PURCHASE AGREEMENT

BY AND AMONG

THE IT GROUP, INC.

CERTAIN SUBSIDIARIES

OF

THE IT GROUP, INC.

AND

THE SHAW GROUP INC.

DATED AS OF JANUARY 23, 2002

## LIST OF SCHEDULES AND EXHIBITS

### I. Schedules to be delivered by Sellers

Schedule 2.01(a) .....	Real Property
Schedule 2.01(b) .....	Personal Property
Schedule 2.01(g) .....	Intellectual Properties
Schedule 2.01(i) .....	Investments
Schedule 3.02(b) .....	Requisite Approvals, Consents and Filings
Schedule 3.05 .....	Legal and Regulatory Compliance
Schedule 3.06 .....	Interim Financial Statements
Schedule 3.09 .....	Subsidiaries and Affiliates
Schedule 3.13 .....	Environmental Matters
Schedule 3.13(f) .....	Underground Storage Tanks
Schedule 3.17 .....	Sellers' Contracts
Schedule 3.19 .....	Sellers' Employees
Schedule 3.20 .....	Sellers' Benefit Plans Disclosures
Schedule 3.21 .....	Litigation and Proceedings
Schedule 3.31 .....	Government Contracting
Schedule 3.32 .....	Accounts Receivable

### II. Schedules to be delivered by Buyer

Schedule 1.01 .....	Assumed Liabilities
Schedule 2.02(i) .....	Included Subsidiary Stock
Schedule 2.02(b) .....	Completed Contracts
Schedule 2.02(d) .....	Excluded Assets
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Schedule 4.08 .....	Actions and Proceedings
Schedule 5.04 .....	Hired Employees
Schedule 5.15(b) .....	Excluded Contracts

### III. Exhibits

Exhibit A .....	Form of Buyer Protection and Bidding Procedures Order
Exhibit B .....	Form of Sale Order
Exhibit C .....	Form of Sellers' Counsel's Opinion
Exhibit D .....	Form of Registration Rights Agreement

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into as of the 23rd day of January, 2002, by and among The Shaw Group Inc., a Louisiana corporation (together with its Designee(s), if any, "Buyer"), and The IT Group, Inc., a Delaware corporation ("ITG") and the Subsidiaries (as defined) of ITG which are or become signatories to this Agreement in accordance with the terms hereof (together with ITG, "Sellers").

### RECITALS

WHEREAS, pursuant to the Letter of Intent dated January 15, 2002 (the "Letter of Intent") by and between ITG and Buyer, Buyer and ITG set forth their non-binding intent to, among other things, negotiate and enter into a definitive agreement for the sale and purchase of the Assets (as defined) and the assumption of the Assumed Contracts (as defined) and the Assumed Liabilities (as defined) of Sellers, as more fully described and defined in this Agreement;

WHEREAS, the Assets are owned by ITG and certain of its direct and indirect Subsidiaries, and this Agreement is being executed initially by ITG and Buyer with the agreement of ITG as is set forth herein to cause any of its Subsidiaries that have any right, title or interest in or to the Assets, to become a Party to, and one of the Sellers under, this Agreement by an amendment hereto;

WHEREAS, in order to facilitate the Transaction (as defined), ITG has filed and has caused or intends to cause certain of the other Sellers to file, cases under chapter 11 of the Bankruptcy Code (as defined);

WHEREAS, pursuant to this Agreement and in furtherance of the Transaction, Sellers will covenant pursuant to this Agreement to seek the Buyer Protection and Bidding Procedures Order (as defined), the Executory Contract Assumption and Assignment Order (as defined) and the Sale Order (as defined) from the Bankruptcy Court (as defined);

WHEREAS, the Parties intend to consummate the sale and purchase of the Assets owned by the Foreign Sellers (as defined) outside of the Bankruptcy Cases and in compliance with the Legal Requirements (as defined) of such foreign jurisdictions governing the sale and purchase of such Assets; and

WHEREAS, Sellers desire to sell the Assets to Buyer, and Buyer desires to purchase the Assets from Sellers, on the terms and subject to the conditions set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing premises, and the agreements, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and accepted, the Parties, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS AND REFERENCES

1.01. Definitions. As used in this Agreement, and unless the context requires a different meaning, the following terms have the meanings given:

Accounts Receivable: all accounts receivable of any Seller, of whatever kind or nature, including all current or deferred rights to payment for projects completed or commenced or services rendered on or prior to the Closing Date, whether or not such services have been billed by Sellers as of the Closing Date;

Accredited Investor: as defined in Rule 501 of Regulation D promulgated under the Securities Act;

Affiliate: any Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with another Person, including the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of securities, election or appointment of directors, by contract or otherwise;

Affiliated Group: any affiliated group within the meaning of Code section 1504 or any similar group defined under a similar provision of state, local or foreign law;

Agreement: this Asset Purchase Agreement and all exhibits and schedules attached hereto, as amended, consolidated, supplemented, novated or replaced by the Parties from time to time;

Assets: all assets, real, personal and mixed, tangible and intangible, owned by Sellers or leased by Sellers pursuant to capital leases, including the assets described in Section 2.01 hereof, but excluding in any event the Excluded Assets; for avoidance of doubt, the term "Assets" means all assets of ITG and Subsidiaries, other than the Excluded Assets;

Assumed Contracts: all Contracts of Sellers other than the Excluded Contracts and the Completed Contracts;

Assumed Liabilities: (i) all of Sellers' post-Closing liabilities under the Assumed Contracts which relate to performance thereunder by Buyer, but, subject to Buyer's obligation to pay pre-petition cure costs relating to Assumed Contracts pursuant to clause (ii) of this definition, excluding all post-Closing obligations under the Assumed Contracts which relate to pre-Closing performance undertaken by Sellers, (ii) pre-petition and post-petition cure costs and letters of credit related to the Assumed Contracts, (iii) any amounts owing under the Credit Agreement (or any Loan Document as defined therein) at Closing, (iv) fifty percent (50%) of ITG's liability, if any, under the WARN Act related to a lay-off of employees of the business of Beneco, up to a maximum of fifty percent (50%) of the amount of sixty (60) days' wages for employees of Beneco; *provided, however*, that Buyer shall not assume such WARN Act liability if Sellers are unable to sell to Buyer, free and clear of all Encumbrances, the assets of Beneco that have not been designated by Buyer as Excluded Assets, (v) any other liabilities specifically designated by Buyer, on or prior to the Closing Date, as Assumed Liabilities on Schedule 1.01, and (vi) any Taxes with respect to the ownership of the Assets or the operation of the Business after the Closing Date and excluding specifically any Taxes, other than Taxes described in clause



(vii), that were accrued or should have been accrued on Sellers' financial statements, in accordance with GAAP, as of the Closing Date and also excluding specifically any Taxes attributable to this Transaction, and (vii) property and similar Taxes to the extent Buyer is liable for such Taxes pursuant to Section 5.17;

Audited Financial Statements: the audited consolidated balance sheet of ITG as of December 29, 2000 and the audited consolidated statements of operations and consolidated income and cash flows for the three (3) fiscal years then ended, together with the notes thereto and the report thereon of Ernst & Young, LLP independent certified public accountants, and any audited restatements thereof;

Average Price: as defined in Section 2.05(a);

Bankruptcy Cases: the cases under chapter 11 of the Bankruptcy Code filed by each of the Sellers (other than the Foreign Sellers) in the Bankruptcy Court, or any Person who hereafter becomes a Seller and files a case under chapter 11 of the Bankruptcy Code pursuant to Section 5.01, which cases Sellers shall seek to administratively consolidate;

Bankruptcy Code: 11 U.S.C. 101 *et. seq.*, and applicable federal rules of bankruptcy procedure thereunder;

Bankruptcy Court: (a) the United States District Court for the District of Delaware, (b) the United States District Court for the District of Utah, to the extent the involuntary bankruptcy case of Beneco is not transferred to the United States District Court for the District of Delaware, (c) to the extent of any reference under Section 157 of Title 28 of the United States Code, the unit of either such District Court constituted under Section 151, Title 28 of the United States Code or (d) such other Court to which the Bankruptcy Cases may be transferred;

Beneco: Beneco Enterprises, Inc., a Subsidiary of ITG, and one of the Sellers;

Bid: means any quotation, bid or proposal by any Seller which, if accepted or awarded, would lead to a contract with a Government Authority, or a prime contractor or a higher-tier subcontractor to a Government Authority, for the sale of goods or the provision of services by any Seller or a contracting team of which any Seller is a member.

Bid Deadline: the date established in the Buyer Protection and Bidding Procedures Order as the deadline for submissions of Qualified Bids;

Break-Up Fee and Expense Reimbursement: an amount equal to Six Million Dollars (\$6,000,000);

Business: any and all businesses owned, leased, managed or otherwise operated or conducted by any of Sellers;

Buyer: as defined in the Preamble;

Buyer Material Adverse Change: a material adverse change (or event or condition that is reasonably likely to result in a material adverse change), whether individually or in the

aggregate, in the business, condition (financial or other), operations, assets, liabilities or prospects of Buyer;

Buyer Preferred Stock: as defined in Section 4.09;

Buyer Protection and Bidding Procedures Order: an Order of the Bankruptcy Court that is substantially similar to Exhibit A attached hereto;

Buyer Schedules: the schedules to this Agreement which are to be delivered by Buyer to ITG (and are listed as such on the List of Schedules and Exhibits hereto) on the dates called for in Section 2.08, as the same may be amended or supplemented as provided in this Agreement;

Buyer SEC Documents: as defined in Section 4.07;

Catastrophic Event: (i) any event, change or occurrence relating to a worsening of current conditions caused by acts of terrorism or war (whether or not declared) occurring after the Effective Date, or (ii) the occurrence of any of the following: natural disaster, fire, explosion, accident, flood, earthquake, strike, labor unrest, tornadoes, hurricanes, seismic event, civil unrest or strife, riot, civil commotion, acts of God, or other casualty, in each case which, individually or in the aggregate, results or would be reasonably likely to result in a material adverse change in the Sellers' business, condition (financial or otherwise), operations, assets or liabilities;

Cash: cash and cash equivalents;

Cash Consideration: as defined in Section 2.05(a);

Closing: as defined in Section 8.01;

Closing Date: the date on or as of which the Closing occurs;

COBRA: as defined in Section 3.20(g).

Code: the Internal Revenue Code of 1986, as amended;

Common Stock: common stock, no par value, of Buyer;

Competing Proposal: a competitive bid or proposal from a third party (a) to purchase substantially all of the Assets, whether in a separate transaction or series of transactions, or as part of a plan of reorganization of Sellers or any of them, (b) for any merger, consolidation, liquidation, dissolution or similar transaction involving Sellers or any of them which would cause the Assets to be unable to be sold to Buyer, or (c) to provide debt or equity financing to the Sellers or any of them;

Completion Bonds: surety bonds issued by Lender pursuant to the Credit Agreement for payment, performance, bid, warranty or otherwise.

Completed Contracts: Contracts of Sellers (including those listed on Schedule 2.02(b)) under which substantially all of the contractual work effort of Sellers has been completed, even if

such Contracts have continuing warranty obligations, administrative matters or work related to warranty or other claims;

Completed Contracts Receivable: all Accounts Receivable related to Completed Contracts;

Contracts: all commitments, basic ordering agreements, purchase orders, contracts, leases, licenses, agreements and understandings, written or oral, relating to the Assets or the operation of the Business to which any Seller is a Party or by which it or any of its Assets are bound; *provided that* purchase orders, service orders, task orders and similar items issued pursuant to basic ordering agreements, master service agreements, master lease agreements and similar master agreements shall, in each case for purposes hereof, be treated as separate and independent Contracts to the extent permitted by Legal Requirements;

Controlled Group: with respect to Sellers, a group consisting of each trade or business (whether or not incorporated) which, together with Sellers, would be deemed a "single employer" within the meaning of section 4001(b)(1) of ERISA or subsections (b), (c), (m) or (o) of section 414 of the Code;

Credit Agreement: that certain post-petition Credit Agreement(s), dated January 23, 2002, as amended and supplemented from time to time, by and among Lender, as lender, and ITG and certain of its Subsidiaries, as borrowers, providing for debtor-in-possession funding under section 364(c) and (d) of the Bankruptcy Code;

Designee: any Affiliate of Buyer, or any other Person to whom Buyer assigns some or all of its rights under this Agreement;

Effective Date: the date of execution of this Agreement;

Employee Benefit Plan: any (a) Employee Pension Benefit Plan, (including any Multiemployer or Multiple Employer Plan), (b) Employee Welfare Benefit Plan or (c) any material fringe benefit plan, arrangement, policy, agreement or program;

Employee Payments: as defined in Section 2.05(c);

Employee Pension Benefit Plan: as defined in ERISA section 3(2);

Employee Welfare Benefit Plan: as defined in ERISA section 3(1);

Encumbrances: levies, claims, charges, assessments, mortgages, security interests, liens, pledges, conditional sales agreements, title retention contracts, leases, subleases, rights of first refusal, options to purchase, and other restrictions and agreements or commitments to create or suffer any of the foregoing;

Environmental Claim: any written notice by a Person alleging liability (including liability for investigatory costs, cleanup costs, Governmental Authority response costs, natural resource damages, property damages, personal injuries, or penalties) of Sellers arising out of, based on or resulting from (a) the presence, or release into the environment, of any Materials of

Environmental Concern at any location, whether or not owned by Sellers, or (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Laws by Sellers or (c) circumstances in which Sellers have or may have retained or assumed either contractually or by operation of law any liability for any Environmental Claims alleged or asserted against any third party;

Environmental Laws: any and all Legal Requirements relating to pollution or protection of human health or the environment (including ground water, land surface or subsurface strata), including Legal Requirements relating to emissions, discharges, releases or threatened releases of Materials of Environmental Concern, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, recycling, reporting or handling of Materials of Environmental Concern;

ERISA: the Employee Retirement Income Security Act of 1974, as amended;

ERISA Fiduciary: as defined in ERISA section 3(21);

Excluded Assets: as defined in Section 2.02;

Excluded Contracts: all Contracts (other than Completed Contracts and Immaterial Contracts) (i) which are designated as such on Schedule 5.15(b) (as amended or supplemented in accordance with this Agreement) or (ii) which are not listed on Schedule 3.17;

Excluded Contracts Receivable: all Accounts Receivable related to Excluded Contracts;

Excluded Liabilities: any and all liabilities or obligations of Sellers of any kind or nature, other than the Assumed Liabilities, whether known or unknown, fixed or contingent, recorded or unrecorded, and whether arising before or after the Closing;

Excluded Subsidiary Stock: the capital stock of any direct or indirect Subsidiary of ITG, other than those Subsidiaries designated by Buyer on Schedule 2.02(i);

Executory Contract Assumption and Assignment Order: an Order of the Bankruptcy Court, which may be the Sale Order, and must be in form and substance reasonably acceptable to Buyer, which (a) approves the provisions of Section 5.15(a), (b) authorizes and directs Sellers, pursuant to section 365 of the Bankruptcy Code, (i) to assume and to assign to Buyer the Assumed Contracts and (ii) to make all pre-petition and post-petition payments related thereto that are not Assumed Liabilities, and (c) determines that Buyer or its Designee has provided adequate assurance of future performance relative to the Assumed Contracts;

Final Order: an order of the Bankruptcy Court, the operation or effect of which has not been stayed, and which is not subject to any pending appeal, request for leave to appeal or request for reconsideration and as to which the time for any such appeal, request for leave to appeal or request for reconsideration has expired;

Financial Statements: the Audited Financial Statements, the Unaudited Financial Statements and the Interim Financial Statements;

Foreign Sellers: Sellers incorporated, or otherwise formed or organized, and conducting business in any jurisdiction other than the United States; *provided, however*, that Foreign Sellers shall not include any Sellers that are eligible to be debtors under section 109 of the Bankruptcy Code;

GAAP: as defined in Section 3.06;

Government Contract: any Contract, teaming agreement or arrangement, delivery order, task order, grant or change order between any Seller and (a) any Governmental Authority, (b) any prime contractor to any Governmental Authority or (c) any Contract or other agreement, arrangement or order described in clause (a) or (b) which is primarily funded by, directly or indirectly, or through any Governmental Authority;

Governmental Authorities: all agencies, authorities, bodies, departments, boards, commissions, courts (including the Bankruptcy Court), instrumentalities, legislatures and offices of any nature whatsoever of any federal, state, commonwealth, territory, county, district, municipal, city, foreign or other government or quasi-government unit or political subdivision;

Hired Employees: employees of Sellers as of the Closing Date who accept Buyer's offer of employment under Section 5.04;

HSR Act: the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended;

Immaterial Contracts: any Contract which (i) is a Contract other than a construction, engineering, professional services or other project-related Contract, (ii) is below the disclosure thresholds set forth in Section 3.17, and (iii) includes performance obligations owing by the non-debtor party to the Sellers;

Intellectual Properties: all of Sellers' marks, names, and all variations of the foregoing, all trademarks, service marks, assumed names, logos, including all goodwill associated therewith, patents, patent rights, copyrights, trade secrets and similar intangibles (including all variants thereof, applications therefor and renewals or extensions thereof);

Interim Financial Statements: the unaudited consolidated balance sheet of ITG as of December 28, 2001 and consolidated statement of operations of ITG for the three (3) months ended December 28, 2001 (without notes thereto) contained in Schedule 3.06;

Investments: shares of capital stock of any corporation, interests in partnerships or limited liability companies, or other equity or debt instruments issued by any Person, and proceeds from the sale thereof, excluding the Subsidiaries;

ITG SEC Documents: all documents required to be filed with the SEC in respect of ITG and each of its Subsidiaries;

Knowledge of Buyer: with reference to this Agreement, means the knowledge of the executive officers of Buyer;

Knowledge of Sellers: with reference to this Agreement, means the knowledge of the executive officers of ITG, the senior officers or managers of each of the other Sellers, or with respect to any environmental matters, each employee of each Seller responsible for supervising environmental compliance;

Landbank: Landbank, Inc., a Subsidiary of ITG.

Legal Requirements: with respect to any Person, all statutes, ordinances, by-laws, codes, rules, regulations, restrictions, judgments, orders, writs, injunctions, decrees, determinations, permits or awards of any Governmental Authority having jurisdiction over such Person or any of such Person's assets or businesses;

Lender: Sugar Acquisition (NVDIP), Inc., a Nevada corporation and a wholly owned Subsidiary of Buyer;

Letter of Intent: as defined in the Preamble;

Material Adverse Change: a material adverse change (or event or condition that is reasonably likely to result in a material adverse change), whether individually or in the aggregate, in the business, condition (financial or other), operations, assets, liabilities or prospects of Sellers;

Materials of Environmental Concern: chemicals, pollutants, contaminants, medical waste or specimens, toxic substances, petroleum and petroleum products, including hazardous wastes under the Resource, Conservation and Recovery Act, 42 U.S.C. § 6903 *et seq.*, hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601 *et seq.*, asbestos, polychlorinated biphenyls and urea formaldehyde, and low-level nuclear materials, special nuclear materials or nuclear-byproduct materials, all within the meaning of the Atomic Energy Act of 1954 as amended, and any rules, regulations or policies promulgated thereunder;

Minimum Incremental Bid Amount: Two Million Dollars (\$2,000,000) in excess of the Break-Up Fee and Expense Reimbursement for any initial incremental bid, and Two Million Dollars (\$2,000,000) for any additional incremental bids;

Multiemployer Plan: defined in ERISA section 3(37) or section 4001(a)(3);

Multiple Employer Plan: an Employee Pension Benefit Plan which is not a Multiemployer Plan and for which a Person who is not a member of a Controlled Group that includes any of Sellers is or has been a contributing sponsor;

NYSE: New York Stock Exchange;

Other Plan: any bonus, deferred compensation, executive compensation, incentive, severance, stock option, stock purchase, performance share, stock appreciation or other equity based compensation, performance pay, loan or loan guarantee, change of control, foreign employee benefit plan, or other plan, program, policy, arrangement or agreement that the Sellers maintain, contribute to or with respect to which the Sellers have any liability or obligation;

Party: any party to this Agreement, its successors and permitted assigns;

Party In Interest: a "party in interest" as defined in ERISA section 3(14), or as defined in the Bankruptcy Code, as applicable;

Payroll Payments: the amount of cash required to pay the Sellers' accrued but unpaid payroll as of the Closing Date;

PBGC: the Pension Benefit Guaranty Corporation;

Permits: all licenses, permits, consents, approvals and other authorizations of or from all Governmental Authorities which are necessary to the ownership of the Assets or in the conduct of the Business as presently conducted;

Permitted Real Property Encumbrances: those Encumbrances or other imperfections of title which would not materially impair the value of the Real Property or the conduct of the Business, including utility easements and other customary covenants and restrictions of record that do not materially impair the value of the Real Property or the conduct of the Business thereon, and those Encumbrances set forth on Schedule 3.12(b);

Person: any individual, company, body corporate, entity, association, partnership, firm, joint venture, trust, trustee or Governmental Authority;

Personal Property: as defined in Section 2.01(b);

Pre-Closing Environmental Matters: all liabilities arising from (i) the pre-Closing release of Materials of Environmental Concern either in, on, under or from the Real Property or any current or former facility where any Seller has conducted the Business including the effects of such release of Materials of Environmental Concern on natural resources, persons or property within or outside the boundaries of the Real Property or any such current or former facility, (ii) the presence, from any source, as of the Closing Date of Materials of Environmental Concern in, on or under the Real Property or any such current or former facility, (iii) the failure on or prior to the Closing Date of any such current or former facility or any operations of Sellers to be in compliance in all material respects with any applicable Environmental Laws, (iv) the disposal of Materials of Environmental Concern by the Business or arrangement thereof at any location other than the Real Property or such current or former facilities where any Seller has conducted the Business on or prior to the Closing Date, and (v) any other pre-Closing act, omission or condition existing with respect to any of the Assets or related to the Business, the Real Property or any current or former facility where any Seller has conducted the Business prior to the Closing Date which gives rise to liability under any applicable Environmental Laws;

Prohibited Transaction: as defined in ERISA section 406 and Code section 4975, but excluding any such transactions with respect to which there exists a valid exemption;

Purchase Price: as defined in Section 2.05;

Qualified Bid: a Competing Proposal (a) whose value is greater than the sum of (i) the value of Buyer's offer as set forth herein and (ii) the initial Minimum Incremental Bid Amount,

(b) that has substantially the same terms and conditions as this Agreement and proposes to purchase substantially all of the Assets, (c) that is accompanied by satisfactory evidence of committed financing or other ability to perform, and (d) that provides for the repayment of all advances outstanding under the Credit Agreement within three (3) business days after entry by the Bankruptcy Court of an order approving the Qualified Bid of a purchaser other than Buyer;

Qualified Bidder: a Person (a) who has delivered to ITG an executed confidentiality agreement in form and substance substantially the same as the one executed by ITG and Buyer (except that disclosure of the Qualified Bidder's interest and proposal, but not its identity, shall be permitted), (b) who has delivered to ITG a Competing Proposal (including an indication of the assets sought to be acquired which shall include substantially all of the assets of Sellers to be acquired by Buyer and a purchase price range) that the Board of Directors of ITG determines, in good faith and upon the advice of an independent financial advisor of nationally recognized reputation, would result in a transaction more favorable to Sellers from a financial point of view than the Transaction, and (c) whom ITG in good faith determines is reasonably likely (based on availability of financing, experience and other considerations) to be able to consummate a transaction based on the Competing Proposal, if selected as the successful bidder;

Real Property: all real property owned or leased by any Seller, together with all buildings, improvements and fixtures thereon and all appurtenances and rights thereto;

Real Property Encumbrances: those Encumbrances related to the Real Property disclosed in the Financial Statements as securing specified indebtedness and Permitted Real Property Encumbrances;

Registration Rights Agreement: the Registration Rights Agreement by and among Buyer and Sellers (and/or Sellers' assignees), which shall be in form and substance substantially similar to Exhibit D attached hereto;

Reportable Event: as defined in ERISA section 4043;

Retention Plan: a retention plan (which shall be approved by the Bankruptcy Court promptly after the filing of the Bankruptcy Cases, and which shall have been approved by Buyer) for employees of any Seller providing, among other things, that each of Sellers' employees will, to the extent payable under the Retention Plan, receive an amount equal to such employee's accrued and unpaid vacation due as of the Closing Date, less an amount equal to one (1) week's vacation pay;

Retention Plan Payments: an amount, subject to approval by Buyer, equal to the aggregate amount owed to Seller's employees, as of the Closing Date, pursuant to the Retention Plan;

Sale Motion: the motion or motions, in form and substance reasonably acceptable to Buyer, filed by Sellers, pursuant to the provisions of sections 363 and 365 of the Bankruptcy Code, in the Bankruptcy Cases, among other things, to obtain the Sale Order, approve the Transaction, authorize the assumption and assignment of the Assumed Contracts to Buyer and obtain the Buyer Protection and Bidding Procedures Order;



Sale Order: an Order of the Bankruptcy Court that is substantially similar to Exhibit B attached hereto;

SEC: the Securities and Exchange Commission;

Sections: sections of the Agreement, unless the context indicates otherwise;

Securities Act: the Securities Act of 1933, as amended.

Seller Benefit Plans: as defined in Section 3.20(a);

Seller Schedules: the schedules to this Agreement which are to be delivered by Sellers to Buyer (and are listed as such on the List of Schedules and Exhibits hereto) on the dates set forth in Section 2.08;

Sellers: as defined in the Preamble;

Share Consideration: as defined in Section 2.05(a);

Stand-Alone Plan: a plan of reorganization for Sellers, or any of them, that does not involve a Qualified Bid;

Subsidiaries: as to any Person, a corporation, partnership, limited liability company or other entity of which more than fifty percent (50%) of the voting power of the outstanding voting equity securities or more than fifty percent (50%) of the outstanding economic equity interest is held or controlled, directly or indirectly, by such Person;

Tax: any income, unrelated business income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, privilege, premium, windfall profits, environmental (including taxes under Code section 59A), customs duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, notarial, unclaimed property, value added, alternative or add-on minimum, estimated or other tax, assessment, charge, levy or fee of any kind whatsoever, including payments in lieu of Taxes, interest or penalties on and additions to all of the foregoing, which are due or alleged to be due to any Governmental Authority, whether disputed or not;

Tax Return: any return, declaration, report, claim for refund, information return or statement, including schedules and attachments thereto and amendments, relating to Taxes;

Transaction: the sale and purchase of the Assets contemplated in this Agreement, together with any and all related transactions designed to implement, facilitate or expedite such sale and purchase of the Assets;

Unaudited Financial Statements: the unaudited consolidated balance sheet of ITG as of September 28, 2001, and the unaudited consolidated statement of operations and unaudited consolidated statement of cash flows for the three (3)-month and nine (9)-month periods then-

ended, together with the notes thereto as filed with ITG's quarterly report on form 10-Q for the quarter ended September 28, 2001;

WARN Act: the Worker's Adjustment and Retraining Notification Act, 29 U.S.C. §§2101-2109;

1.02. Certain References. As used in this Agreement, and unless the context requires otherwise:

- (a) references to "include" or "including" mean including without limitation;
- (b) references to "partners" include general and limited partners of partnerships and members of limited liability companies;
- (c) references to "partnerships" include general and limited partnerships, joint ventures and limited liability companies;
- (d) references to "hereof," "herein" and derivative or similar words refer to this Agreement;
- (e) references to any document are references to that document as amended, consolidated, supplemented, novated or replaced by the parties thereto from time to time;
- (f) references to any law are references to that law as amended, consolidated, supplemented or replaced from time to time and all rules and regulations promulgated thereunder;
- (g) references to time are references to Eastern time;
- (h) the gender of all words includes the masculine, feminine and neuter, and the number of all words includes the singular and plural; and
- (i) the Table of Contents, the divisions of this Agreement into articles, sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

## 2. SALE OF ASSETS AND RELATED MATTERS

2.01. Sale of Assets. Subject to the terms and conditions of this Agreement, at Closing Sellers shall sell, grant, assign, convey, transfer and deliver to Buyer, or cause to be sold, granted, assigned, conveyed, transferred and delivered to Buyer, and Buyer shall purchase from Sellers, the Assets, free and clear of any and all Encumbrances other than the Permitted Real Property Encumbrances, including the following (but in any event excluding all of the Excluded Assets):

- (a) the Real Property;

(b) all equipment, vehicles, furniture and furnishings and other tangible personal property owned or leased by Sellers in connection with the Business (the "Personal Property");

(c) all usable supplies and inventory of Sellers;

(d) all financial, project-related, personnel and other records of the Business (including equipment records, project plans, documents, catalogs, books, records, files, operating manuals and drawings), other than those relating solely to Excluded Assets, Excluded Contracts, Excluded Contracts Receivable, Completed Contracts, Excluded Liabilities and employees who do not become Hired Employees: *provided, however*, that Sellers may, at their sole cost and expense and during normal business hours upon not less than twenty-four (24) hours' prior notice to Buyer, make and retain copies of all books and records to be transferred pursuant to this clause (d), and Buyer, or its Designee, as the case may be, may at its sole cost and expense and during normal business hours upon not less than twenty-four (24) hours' prior notice to Sellers, make and retain copies of all books and records not being transferred pursuant to this clause (d);

(e) all interests of Sellers in the Assumed Contracts, to the extent transferable or assignable under applicable Legal Requirements;

(f) all Permits and other approvals (including pending approvals) of Governmental Authorities relating to the ownership, development and operations of the Business and the Assets, to the extent transferable or assignable under applicable Legal Requirements;

(g) all interests of Sellers in and to all Intellectual Properties used in connection with, or derived from or arising out of, the ownership and operation of the Business and all computer software, programs and similar systems owned or licensed by any Seller for use in connection with the Business, to the extent transferable or assignable under applicable Legal Requirements;

(h) all interests of Sellers in all property, real, personal or mixed, tangible or intangible, arising or acquired between the Effective Date and the Closing Date;

(i) all Investments of any Seller;

(j) general intangibles of the Business, including goodwill;

(k) any and all claims and causes of action, including privileges related thereto, of any Seller against third parties (other than those excluded pursuant to Section 2.02(i) hereof), including but not limited to claims and causes of action (i) relating to the value, condition or title to the Assets, manufacturer's or vendor's warranties with respect to the Assets or products liability related to the Assets, whether choate or inchoate, known or unknown, contingent or otherwise, (ii) relating to the Assumed Liabilities or the Assumed Contracts or (iii) against any current or former officer or director of any Seller who becomes a Hired Employee;

(l) all corporate office furniture and equipment, data center hardware and equipment, residential real property and other assets of Sellers wherever located;

7.04. Deliveries at Closing. Sellers shall have delivered to Buyer, in form reasonably acceptable to Buyer and approved by Buyer's counsel, deeds, bills of sale, assignments or other instruments of transfer, and estoppels, consents and waivers by others, necessary or appropriate to transfer to and effectively vest in Buyer the Assets and all agreements, instruments, certificates or other documents contemplated or required to be executed by any Seller pursuant to this Agreement.

8. CLOSING: TERMINATION OF AGREEMENT

8.01. Closing: Buyer Designees: Post-Closing Transfers.

(a) Consummation of the sale and purchase of the Assets and the Business and the other transactions contemplated by and described in this Agreement (the "Closing") shall take place at the offices of Gibson, Dunn & Crutcher LLP, 2100 McKinney Avenue, Suite 1100, Dallas, Texas at 10:00 a.m. on the first business day following satisfaction or waiver of the conditions set forth in Article 6 and Article 7, or at such time or place as the Parties may mutually agree. Unless otherwise agreed in writing by the Parties at Closing, the Closing shall be effective for accounting purposes as of 12:01 A.M. on the day following the Closing Date.

(b) At or before Closing, Buyer may designate one or more Designees to take title to the Assets, and references to instruments or agreements to be executed and delivered to or by Buyer in this Agreement at Closing shall apply to each such Designee with respect to the Assets acquired by it; *provided however*, that any such designation shall not release Buyer from any of its obligations under this Agreement. Buyer shall notify Sellers at or prior to Closing of the names of such Designees and, from and after Closing, the rights, privileges and benefits of this Agreement applicable to Buyer shall benefit each such Designee, subject to the terms, covenants and conditions of this Agreement, with respect to the Assets acquired by it. In addition, at or before Closing, Buyer may designate certain Assets which will be acquired by Buyer at Closing but which will be held in trust by Sellers for the benefit of Buyer, for a period not longer than sixty (60) after Closing. At any time during such period, Buyer may designate a Designee to take title to such Assets, and Sellers shall promptly execute, acknowledge and deliver to such Designee deeds, bills of sale, assignments or other documents or instruments as are necessary or desirable to cause the assignment or conveyance of such Assets to the Designee named by Buyer. Buyer shall be responsible for, and shall promptly reimburse Sellers for, any expenses incurred by Sellers after the Closing Date in respect of any Assets being held in trust by Sellers for the benefit of Buyer or its Designees pursuant to this Section 8.01(b).

(c) If any Seller notifies Buyer of any Contract which was not included in Schedule 3.17 delivered to Buyer, or if Buyer discovers any Contract which was not included in the such schedules, Buyer may, within ten (10) days after receipt of such notice from Sellers or discovery by Buyer, notify ITG that Buyer wishes to assume such Contract. Upon receipt of such notice, which may occur within sixty (60) days after Closing, Sellers shall cooperate with Buyer to cause the assignment of such Contract to Buyer, including promptly filing with the Bankruptcy Court a motion to cause such Contract to be assigned to Buyer. No additional consideration shall be due or payable as a result of such assignment. Buyer shall promptly reimburse Sellers for any expenses incurred by Sellers in respect of any Contract assumed by Buyer pursuant to this Section 8.01(c).

(i) if Buyer elects to terminate this Agreement pursuant to Section 8.04(a)(iv)(A), on the earlier of (x) three (3) months after the date of the approval of the Qualified Bid by a Qualified Bidder other than Buyer or the date that Sellers or any of them accept a Qualified Bid by a Qualified Bidder other than Buyer, as the case may be, and (y) the closing of the transaction involving such Qualified Bid by a Qualified Bidder other than Buyer approved by the Bankruptcy Court or accepted by Sellers or any of them; and

(ii) if Buyer elects to terminate this Agreement pursuant to Sections 8.04(a)(ii) or 8.04(a)(iv)(B), and does so terminate this Agreement, on the first business day following such termination.

(e) If the Bankruptcy Court, notwithstanding the lack of another Qualified Bid and despite Sellers' compliance with this Agreement, including its obligation to pursue approval of this Agreement in good faith, fails to enter the Sale Order and the Executory Contract Assumption and Assignment Order on or prior to March 31, 2002, then ITG shall pay Buyer or Buyer's Designee, as the case may be, by wire transfer of immediately available funds to an account designated by Buyer or such Designee a termination fee equal to fifty percent (50%) of the Break-Up Fee and Expense Reimbursement; *provided, however*, that if within twelve (12) months after the date the Bankruptcy Court fails to approve this Agreement, Sellers or any of them enter into a definitive agreement with respect to a Competing Proposal, ITG shall pay Buyer or Buyer's Designee, as the case may be, by wire transfer of immediately available funds to an account designated by Buyer or such Designee an additional amount equal to fifty percent (50%) of the Break-Up Fee and Expense Reimbursement, payable on the first business day after the consummation of the transaction, or the first of any series of transactions, contemplated by the Competing Proposal.

(f) The Break-Up Fee and Expense Reimbursement shall have superpriority administrative claim status in the Bankruptcy Cases pursuant to section 507(b) of the Bankruptcy Code, senior to all other superpriority administrative expense claims.

## 9. GENERAL

9.01. Schedules. The schedules and all exhibits and documents referred to in or attached to this Agreement are integral parts of this Agreement as if fully set forth herein and all statements appearing therein shall be deemed to be representations. Nothing in the schedules shall be deemed adequate to disclose an exception to a representation or warranty made herein unless the schedule identifies the exception with reasonable particularity.

9.02. Tax Effect. None of the Parties (nor such Parties' counsel or accountants) has made or is making in this Agreement any representation to any other Party (or such Party's counsel or accountants) concerning any of the Tax effects or consequences on the other Party of the transactions provided for in this Agreement. Each Party represents that it has obtained, or may obtain, independent Tax advice with respect thereto and upon which it, if so obtained, has solely relied.

9.03. Time of Essence. Time is of the essence in the performance of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in multiple originals by their duly authorized officers as of the Effective Date.

THE IT GROUP, INC.

THE SHAW GROUP INC.

By: 

Name: Harry Soose

Title: Chief Financial Officer

By: 

Name: Gary P. Galt

Title: Corporate Secretary and  
General Counsel



May 3, 2002

The IT Group, Inc.  
Attn: Chief Executive Officer  
2790 Mossie Boulevard  
Monroeville, PA 15143-3356

**Facsimile: (412) 858-3311**

*Re: Asset Purchase Agreement, dated as of January 23, 2002, as amended (the "Asset Purchase Agreement"), by and among The IT Group, Inc. and certain of its subsidiaries (collectively, "Sellers"), and The Shaw Group Inc. ("Buyer"); capitalized terms used but not defined herein shall have the meanings given them in the Asset Purchase Agreement*

Gentlemen:

Pursuant to Section 8.01(b) of the Asset Purchase Agreement, Buyer hereby designates the following Designees to take title to the following Assets (to the extent authorized by the Sale Order):

**Designee:**

**Assets to be Acquired:**

- |  |   |
|--|---|
| 1. Otay Mesa Ventures I, L.L.C., a Louisiana limited liability company             | All right, title and interest of Otay Mesa Ventures I, LLC, a Delaware limited liability company, in and to the Assets (other than any (i) Assets designated to be held pursuant to Section 8.01(b) of the Asset Purchase Agreement, and (ii) Assets that were the subject of timely filed objections (other than pure cure objections) to the sale). |
| 2. Millstone River Wetland Services, L.L.C., a Louisiana limited liability company | All right, title and interest of Millstone River Wetlands Services, Inc., a Delaware corporation, in and to the Assets (other than any (i) Assets designated to be held pursuant to Section 8.01(b) of the Asset Purchase Agreement, and (ii) Assets that were the subject of timely filed objections (other than pure cure objections) to the sale). |
| 3. Shaw Baker, L.L.C., a Louisiana limited liability company                       | All right, title and interest of IT Baker LLC, a California limited liability company, in and to the Assets (other than any (i) Assets designated to be held pursuant to Section  |

8.01(b) of the Asset Purchase Agreement, and (ii) Assets that were the subject of timely filed objections (other than pure cure objections) to the sale).

4. Chimento Wetlands, L.L.C., a Louisiana limited liability company  
All right, title and interest of Chimento Wetlands I, LLC, a Delaware limited liability company, in and to the Assets (other than any (i) Assets designated to be held pursuant to Section 8.01(b) of the Asset Purchase Agreement, and (ii) Assets that were the subject of timely filed objections (other than pure cure objections) to the sale).
5. HL Newhall, L.L.C., a Louisiana limited liability company  
All right, title and interest of HL Newhall, LLC, a Delaware limited liability company, in and to the Assets (other than any (i) Assets designated to be held pursuant to Section 8.01(b) of the Asset Purchase Agreement, and (ii) Assets that were the subject of timely filed objections (other than pure cure objections) to the sale).
6. KIP I, L.L.C., a Louisiana limited liability company  
All right, title and interest of KIP I, LLC, a Delaware limited liability company, in and to the Assets (other than any (i) Assets designated to be held pursuant to Section 8.01(b) of the Asset Purchase Agreement, and (ii) Assets that were the subject of timely filed objections (other than pure cure objections) to the sale).
7. Whippany Venture I, L.L.C., a Louisiana limited liability company  
All right, title and interest of Whippany Ventures I, LLC, a Delaware limited liability company, in and to the Assets (other than any (i) Assets designated to be held pursuant to Section 8.01(b) of the Asset Purchase Agreement, and (ii) Assets that were the subject of timely filed objections (other than pure cure objections) to the sale).
8. Jernee Mill Road, L.L.C., a Louisiana limited liability company  
All right, title and interest of Jernee Mill Road, LLC, a Delaware limited liability company, in and to the Assets (other than any (i) Assets designated to be held pursuant to Section 8.01(b) of the Asset Purchase Agreement, and (ii) Assets that were the subject of timely filed objections (other than pure cure objections) to the sale).
9. Plattsburg Venture, L.L.C., a Louisiana limited liability company  
All right, title and interest of Northeast Restoration Company, LLC, a Delaware limited liability company, in and to the Assets (other than any (i) Assets designated to be held pursuant to Section 8.01(b) of the Asset Purchase Agreement, and (ii) Assets that were the subject of timely filed objections (other than pure cure objections) to the



sale).

10. Shaw Environmental Properties, L.L.C., a Louisiana limited liability company

All right, title and interest of the Persons set forth on Exhibit A in and to the Assets (other than any (i) Assets designated to be held pursuant to Section 8.01(b) of the Asset Purchase Agreement, (ii) Assets that were the subject of timely filed objections (other than pure cure objections) to the sale, and (iii) Assets described in Sections 2.01(a) (with respect to any leasehold interests in such Real Property), (b), (g) and (l) of the Asset Purchase Agreement).

11. W&H Pacific, Inc., a Louisiana corporation

All right, title and interest of Evergreen Acquisition Sub I, Inc., a Delaware corporation, and W&H Pacific, Inc., a Washington corporation, in and to the Assets (other than any (i) Assets designated to be held pursuant to Section 8.01(b) of the Asset Purchase Agreement, (ii) Assets that were the subject of timely filed objections (other than pure cure objections) to the sale, and (iii) Assets described in Sections 2.01(a) (with respect to any leasehold interests in such Real Property), (b), (g) and (l) of the Asset Purchase Agreement).

12. Shaw Emcon, Inc., a Louisiana corporation

All right, title and interest of the Persons set forth on Exhibit B in and to the Assets (other than any (i) Assets designated to be held pursuant to Section 8.01(b) of the Asset Purchase Agreement, (ii) Assets that were the subject of timely filed objections (other than pure cure objections) to the sale, and (iii) Assets described in Sections 2.01(a) (with respect to any leasehold interests in such Real Property), (b), (g) and (l) of the Asset Purchase Agreement).

13. Shaw California, L.L.C., a Louisiana limited liability company

All right, title and interest of the Persons set forth on Exhibit C in and to the Assets (other than any (i) Assets designated to be held pursuant to Section 8.01(b) of the Asset Purchase Agreement, (ii) Assets that were the subject of timely filed objections (other than pure cure objections) to the sale, and (iii) Assets described in Sections 2.01(a) (with respect to any leasehold interests in such Real Property), (b), (g) and (l) of the Asset Purchase Agreement).

14. Beneco, Inc., a Louisiana corporation

All right, title and interest of OHM Corporation, an Ohio corporation, OHM Remediation Services Corp., an Ohio corporation, and OHM Remediation Services of Canada, Ltd., a Canadian company, in and to the Assets (other than any (i) Assets designated to be held pursuant to Section

8.01(b) of the Asset Purchase Agreement, and (ii) Assets that were the subject of timely filed objections (other than pure cure objections) to the sale).

- |  |  |
|--|--|
| 15. Shaw Property Holdings, Inc.,<br>a Louisiana corporation                 | All right, title and interest of the Persons set forth on <u>Exhibit D</u> in and to the Assets (other than any (i) Assets designated to be held pursuant to Section 8.01(b) of the Asset Purchase Agreement, (ii) Assets that were the subject of timely filed objections (other than pure cure objections) to the sale, and (iii) Assets described in Sections 2.01(a) (with respect to any leasehold interests in such Real Property), (b), (g) and (l) of the Asset Purchase Agreement). |
| 16. Shaw Facilities, Inc., a<br>Louisiana corporation                        | All right, title and interest of the Persons set forth on <u>Exhibit E</u> in and to the Assets described in Sections 2.01(a) (with respect to any leaseholds interest in such Real Property), (b) and (l) of the Asset Purchase Agreement (other than any (i) Assets designated to be held pursuant to Section 8.01(b) of the Asset Purchase Agreement, and (ii) Assets that were the subject of timely filed objections (other than pure cure objections) to the sale).                    |
| 17. Shaw Intellectual Property<br>Holdings, Inc., a Louisiana<br>corporation | All right, title and interest of the Persons set forth on <u>Exhibit E</u> in and to the Assets described in Section 2.01(g) of the Asset Purchase Agreement (other than any (i) Assets designated to be held pursuant to Section 8.01(b) of the Asset Purchase Agreement, and (ii) Assets that were the subject of timely filed objections (other than pure cure objections) to the sale).  |
| 18. Hooper Knowlton  | All right, title and interest of LandBank Environmental Properties, LLC in and to Ontario Ventures I, LLC  |
| 19. Stone & Webster Canada<br>Holding One (N.S.), ULC                        | All right, title and interest of IT International Holdings, Inc. in and to the capital stock of IT Holdings Canada, Inc.   |
| 20. Australian Designees   | All right, title and interest of IT International Investments, Inc. in and to the partnership interest of IT Environmental (Australia) Pty Ltd.  |
| a. Nicholas Alexander Pty Ltd,<br>for the benefit of Peter<br>Mirkov         |  |
| b. Jumunji Pty Ltd, for the<br>benefit of Ron Bean                           |  |

c. Feroux Pty Ltd, for the benefit  
of Lionel Etheridge

d. Horizon Ventures Pty Ltd, for  
the benefit of Craig Barker

Sincerely,

**The Shaw Group Inc.**

By:



Gary P. Graphia  
Corporate Secretary and General Counsel

cc: Skadden, Arps, Slate, Meagher & Flom  
One Rodney Square  
P.O. Box 636  
Wilmington, DE 19899-0636  
Attn: Gregg M. Galardi, Esq.  
Facsimile: (302) 651-3001

## **EXHIBIT A**

IT Investment Holdings, Inc., a Delaware corporation  
LandBank, Inc., a Delaware corporation  
LandBank Wetlands, LLC, a Delaware limited liability company  
U.S. Wetland Services, LLC, a Delaware limited liability company  
LandBank Remediation Corp., a Delaware corporation  
Kato Road, LLC, a California limited liability company  
LandBank Environmental Properties, LLC, a Delaware limited liability company  
LandBank Acquisition II, LLC, a Delaware limited liability company  
Wyckoff's Mills, L.L.C., a limited liability company  
Marconi Wartburg, LLC, a Delaware limited liability company  
Submerged Lands, LLC, a California limited liability company  
LandBank Acquisition I, LLC, a Delaware limited liability company  
LandBank Acquisition III, LLC, a Delaware limited liability company  
Empire State I, LLC, a Delaware limited liability company  
Empire State II, LLC, a Delaware limited liability company  
The Dorchester Group, LLC, a Delaware limited liability company  
37-02 College Point Boulevard, LLC, a Delaware limited liability company

**EXHIBIT B**

EMCON Corporation, a California corporation  
IT Alaska, Inc., an Alaska corporation  
Monterey Landfill Gas Company, a California corporation  
Advanced Analytical Solutions, Inc., a Delaware corporation  
E-Com Solutions, Inc., a Delaware corporation  
EVAP Technologies, LLC, a Delaware limited liability company  
Wehran – New York, Inc., a New York corporation  
Organic Waste Technologies, Inc., a Delaware corporation  
American Landfill Supply Co., an Iowa corporation  
Keystone Recovery, Inc., an Ohio corporation  
LFG Specialties, Inc., an Ohio corporation  
National Earth Products, Inc., a Pennsylvania corporation  
EMCON Industrial Services, Inc., an Arizona corporation

**EXHIBIT C**

IT Corporation, a California corporation

PHR Environmental Consultants, Inc., a Delaware corporation

IT Corporation of North Carolina, Inc., a North Carolina corporation

Gradient Corporation, a Massachusetts corporation

Benecia North Gateway, LLC, a California limited liability company

IT Lake Herman Road, LLC, a California limited liability company

Northern California Development Limited, a United Kingdom company

## **EXHIBIT D**

The It Group, Inc.

Groundwater Technology, Inc., a Delaware corporation

Enterprise Environmental & Earthworks, Inc., an Illinois corporation

IT International Investments, Inc., a Delaware corporation

Fluor Daniel Environmental Services, Inc., a California corporation

IT C&V Operations, Inc., a Delaware corporation

Jellinek, Schwartz & Connolly, Inc., a District of Columbia corporation

Sielken, Inc., a Texas corporation

JSC International, Inc., a District of Columbia corporation

IT E&C Operations, Inc., a Delaware corporation

Pacific Environmental Group, Inc., a California corporation

IT Environmental and Facilities, Inc., a Delaware corporation

IT International Holdings, Inc., a Delaware corporation

IT International Operations, Inc., a Delaware corporation

IT-Tulsa Holdings, Inc., an Oklahoma corporation

ITGtech, a California corporation

## **EXHIBIT E**

The It Group, Inc.  
IT Investment Holdings, Inc., a Delaware corporation  
LandBank, Inc., a Delaware corporation  
LandBank Wetlands, LLC, a Delaware limited liability company  
U.S. Wetland Services, LLC, a Delaware limited liability company  
LandBank Remediation Corp., a Delaware corporation  
Kato Road, LLC, a California limited liability company  
LandBank Environmental Properties, LLC, a Delaware limited liability company  
LandBank Acquisition II, LLC, a Delaware limited liability company  
Wyckoff's Mills, L.L.C., a limited liability company  
Marconi Wartburg, LLC, a Delaware limited liability company  
Submerged Lands, LLC, a California limited liability company  
LandBank Acquisition I, LLC, a Delaware limited liability company  
LandBank Acquisition III, LLC, a Delaware limited liability company  
Empire State I, LLC, a Delaware limited liability company  
Empire State II, LLC, a Delaware limited liability company  
The Dorchester Group, LLC, a Delaware limited liability company  
37-02 College Point Boulevard, LLC, a Delaware limited liability company  
Evergreen Acquisition Sub I, Inc., a Delaware corporation  
W&H Pacific, Inc., a Washington corporation  
EMCON Corporation, a California corporation  
IT Alaska, Inc., an Alaska corporation  
Monterey Landfill Gas Company, a California corporation  
Advanced Analytical Solutions, Inc., a Delaware corporation  
E-Com Solutions, Inc., a Delaware corporation  
EVAP Technologies, LLC, a Delaware limited liability company  
Wehran – New York, Inc., a New York corporation  
Organic Waste Technologies, Inc., a Delaware corporation  
American Landfill Supply Co., an Iowa corporation  
Keystone Recovery, Inc., an Ohio corporation  
LFG Specialties, Inc., an Ohio corporation  
National Earth Products, Inc., a Pennsylvania corporation  
EMCON Industrial Services, Inc., an Arizona corporation  
Groundwater Technology, Inc., a Delaware corporation  
Enterprise Environmental & Earthworks, Inc., an Illinois corporation  
IT International Investments, Inc., a Delaware corporation  
Fluor Daniel Environmental Services, Inc., a California corporation  
IT C&V Operations, Inc., a Delaware corporation  
Jellinek, Schwartz & Connolly, Inc., a District of Columbia corporation  
Sielken, Inc., a Texas corporation  
JSC International, Inc., a District of Columbia corporation  
IT E&C Operations, Inc., a Delaware corporation  
Pacific Environmental Group, Inc., a California corporation



IT Environmental and Facilities, Inc., a Delaware corporation  
IT International Holdings, Inc., a Delaware corporation  
IT International Operations, Inc., a Delaware corporation  
IT-Tulsa Holdings, Inc., an Oklahoma corporation  
IT Corporation, a California corporation  
PHR Environmental Consultants, Inc., a Delaware corporation  
IT Corporation of North Carolina, Inc., a North Carolina corporation  
Gradient Corporation, a Massachusetts corporation  
Benecia North Gateway, LLC, a California limited liability company  
IT Lake Herman Road, LLC, a California limited liability company  
Northern California Development Limited, a United Kingdom company  
ITGtech, a California corporation

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## IT Patent List

LNG Page #	LNG File	Patent No.	Patent Name	Inventor	Disposition
1	44435	3,808,267	Membrane Process for Recovery of Carboxylic Acids from Dilute Aqueous Solutions	Davis et al	Expired 4/30/91
2	44435	3,816,524	Extraction of Carboxylic Acids from Dilute Aqueous Solutions	Grinstead	Expired 7/11/91
3	44435	3,980,701	Extraction of Carboxylic Acids from Dilute Aqueous Solutions	Grinstead	Expired 9/14/93
4	44435	3,980,702	Extraction of Carboxylic Acids from Dilute Aqueous Solutions	Grinstead	Expired 9/14/93
5	44435	3,980,703	Extraction of Carboxylic Acids from Dilute Aqueous Solutions	Grinstead	Expired 9/14/93
6	44435	3,980,704	Extraction of Carboxylic Acids from Dilute Aqueous Solutions	Grinstead	Expired 9/14/93
7	44435	3,984,311	Wet Combustion of Organics	Diesen et al	Expired 10/5/93
8	44435	3,997,599	Extraction of Carboxylic Acids from Dilute Aqueous Solutions	Grinstead	Expired 12/14/93
9	44435	4,108,113	Method for Reducing Concentration of Harmful or Offensive Vapors in the Atmosphere	Timm et al	Expired 8/22/95
10	44435	4,143,066	Separation and Recovery of Carboxylic Acids from Water	Kalcevic	Expired 3/6/96
11	44435	4,202,745	Method for Treating a Desizing Waste Stream	Exner	Expired 5/13/97
12	40464	4,212,735	Destruction Method for the Wet Combustion of Organics (Foreign)	Miller	Expired 3/1/99
13	40465	4,276,198	Destruction Method for the Wet Combustion of Organics	Miller	Expired 3/1/99
14	43904	4,746,290	Method & Apparatus for Treating Waste Containing Organic Contaminants (HTS) (Foreign)	DeCicco	Expires 5/29/06
15	44096	4,751,063	Process for Treating Spent Catalyst from Chlorofluorocarbon Production	Kalcevic et al	Dropped
16	44243	4,588,506	Stimulation of Biooxidation Processes in Subterranean Formations	Raymond et al	Expires 11/8/2004
17	44244	4,727,031	Nutrient for Stimulating Aerobic Bacteria (Method Claims) (Foreign)	Brown et al	Expires 2/23/2005
18	44245	4,591,443	Method for Decontaminating a Permeable Subterranean Formation	Brown et al	SOLD
19	44246	4,849,360	Apparatus and Method for Confining and Decontaminating Soil	Norris et al	Expires 7/30/06
20	44247	4,747,728	Method for Distributing an Aqueous Solution Containing Peroxygen in Clay (Canada)	Norris et al	Abandoned
21	44244	App 100,099	Nutrient for Stimulating Aerobic Bacteria (Product Claims)	Brown et al	Abandoned 7/6/88
22	43904	App 125,379	Method and Apparatus for Treating Waste Containing Organic Contaminants (HTS)		Abandoned 2/27/89
23	43904	4,766,822	Method & Apparatus for Treating Waste Containing Organic Contaminants (HTS)	DeCicco et al	Expires 5/29/06
24	43500	4,792,519	Method for the Monitoring and Control of Microbial Populations	Blackburn et al	Expires 12/20/05
25	44094	4,961,391	Thermal Treatment Process for Organically Contaminated Material	Mak et al	Expires 3/29/09
26	44095	4,990,317	Process for the Treatment of Hot Waste Gas Containing Hydrogen Chloride	Mak et al	Dropped
27	43904	4,925,389	Method and Apparatus for Treating Waste Containing Contaminants (HTS)	DeCicco et al	Dropped
28	46753	5,252,003	Attenuation of Arsenic Leaching from Particulate Materials	McGahan	Expires 1/29/10
29	46957	App 07/579,80	Treatment of Particle Material by Photolysis and Biodegradation	Fox	Abandoned 1/4/93
30	46336	5,414,203	Treatment of Particulate Material Contaminated with Polyhalogenated Aromatics	Fox	Expires 5/9/12
31	47360	5,178,491	Vapor-Phase Nutrient Delivery System for In Situ Bioremediation of Soil	Graves et al	Expires 7/19/11
32	47361	App 07/742,31	System for Measuring the Concentration of Oxygen in Fluids	Graves et al	Abandoned 12/10/93
DLM38/techid48632	App 07/742,31	App 07/742,31	System for Treating a Subterranean Formation Having An Aquifer Contaminated with Organics	Millan	Expires 8/23/13

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LNG Page #	LNG File	Patent No.	Patent Name	Inventor	Disposition
34	48653	5,400,858	Groundwater Recovery System (Foreign Patent)	Blanchard et al	Expires 9/13/13
35	48653	5,452,765	Groundwater Recovery System	Blanchard et al	Expires 9/13/13
36	49174	5,582,119	Method and Apparatus for Treatment of Explosive Wastes	Barkdoll	Expires 3/30/15
37	54545	5,712,990	Economical Automated Process for Averting Physical Dangers to People, Wildlife or Environment Due to Hazardous Waste	Henderson	Expires 10/3/11
38	49730	5,791,266 5,881,654	Combustion Apparatus for Highly Energetic Materials Combustion Apparatus for Highly Energetic Materials	Fleming et al Fleming et al	Expires 11/25/16 Expires 3/26/18
39	50837	6,146,104	Groundwater Recovery System Incorporating a Combination of Pressure and Vacuum to Accomplish Removal of Groundwater Fluids from a Downhole Pump	Mastroianni	Expires 11/7/17
40	51531	5,577,522*	Transportable, Electronically Controlled System for On-site Decontamination of Solid and Hazardous Waste (co-owned with USEPA)	Barkley, et al	Expires 11/26/13
41	54734	App 09/300,50	Method of Using Pulsed Ozone to Treat Soils Containing Organic Contaminants		
42	54733	App 09/234,24 Inv. Disc.	Method of Reducing the Concentration of Recalcitrant Organic Contamination in a Soil Matrix (still not assigned to IT Corp yet)	Nelson et al	
43	56527	#1011-01-01	Inline Stripping	Perkins et al	In process

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LNG Page #	LNG File	Patent No.	Patent Name	Inventor	Disposition
50	54566		Acquisitions/Searches (OHM/EMCON/GTI and Roche patents) <b>Emcon and Subsidiary - Patents</b>		
50-1		5,223,154	System for Filtering Liquids in a Catch Basin using Filters in Series and Overflow Channels	MacPherson, Jr. et al	Unknown Expires 11/11/11*
50-2		5,372,621	Condensate Trap for Vapor Extraction System	Station et al	Unknown Expires 7/14/13*
50-3		5,484,279	Method and Apparatus for Disposal of Landfill Gas Condensate	Vonasek	Unknown Expires 2/3/15*
50-4		5,342,482	Leachate Evaporation System	Diesel, Jr	Unknown Expires 7/12/12*
50-5		93/25292	Unknown		
50-6		2,114,565	Protected Screw Take-Up	Bergman et al	Expired
50-7		4,530,993	Emcon is listed as an assignee on a related Canadian patent		
50-8		614,396	Diesel (Emcon is listed as an assignee on a related Canadian patent)		
50-9		4,049,462	Chemical Fixation of Desulfurization Residues (This was Assigned to Wehran Engineering Corporation filed 2/12/76)	Cocozza	Expired
			GTI and Subsidiary - Patents		
50-10		5,450,948	Container and Package for Transporting Temperature Sensitive Samples	Beauseeilei et al	Unknown Expires 4/14/14*
50-11		5,352,276	Water Remediation (Patent shows Assignee as Sippican, Inc.)	Rentschler	Unknown Expires 8/26/13*
50-12		9,215,405	Australia patent		
50-13		9,214,533	PCT		
50-14		5,188,043	Process and Apparatus for Incinerating Waste (Assignee: Trepaud S.A. (Paris))	Trepaud	Unknown Expires 12/17/11*
50-15		499,493	Europe		
50-16		2,671,606	France		
50-17		69,202,076	Germany		
50-18		5,061,458	Decontamination Apparatus for Environmental Protection	Miller	Unknown Expires 10/4/09*
50-19		4,892,664	Decontamination of Sites where Organic Compound Contaminants Endanger the Water Supply	Miller	Unknown Expires 7/28/07*
50-20		2,690,092	France		
50-21		624,556	Europe		
50-22		502,552	Europe		
50-23		2,152,831	Great Britain		
50-24		4,435,292	OHM Patents (KBI former name of OHM)		
50-25		4,297,219	Portable Method for Decontaminating Earth	Kirk et al	Expired 10/26/01
50-26		9,910,298	Temporary Stream Filtration System	Kirk et al	Expired 1/28/00
			PCT		
					*if still active