TEAMING AGREEMENT

This Teaming Agreement is entered into by McKinsey & Company, Inc. Washington, D.C. ("McKinsey"), a Delaware Corporation with offices located at 1200 19th Street, N.W., Suite 1100, Washington, D.C. 20036 and Bronner Group LLC ("Bronner") a limited liability company with offices located at 120 N. LaSalle Street, Suite 1300, Chicago, IL 60602. The Parties are sometimes referred to collectively herein as the "Parties" and individually as a "Party".

Whereas, the Department of the Interior (the "Client") has issued a Request for Proposal No. D11PS19160 (the "Solicitation") for Service First – Creating a 21st Century Department of the Interior in a Collaborative Environment (the "Services"); and

Whereas, the Parties, because of their diverse capabilities, have determined that they would benefit from a teaming agreement between their respective organizations in order to provide the best solution in response to the Solicitation and in pursuit of the Services; and

Whereas, the Parties agree that McKinsey will be the prime contractor (the "Prime") and Bronner will be the subcontractor (the "Subcontractor"); and

Whereas the Prime intends to submit a proposal in response to the Solicitation (the "Proposal"); and

Whereas, this Agreement and the Statement of Work (the "SOW", incorporated as Attachment A hereto) identify and define the major responsibilities of each Party in pursuit of the Services.

Now, therefore, in consideration of the mutual promised herein contained, the Parties agree as follows:

1. Proposals.

   1.1 The Prime intends to submit a proposal for the Services in response to the Solicitation and will include the Subcontractor as a proposed subcontractor for that portion of the work identified in Exhibit A.

   1.2 Each Party will exert all commercially reasonable efforts to cause selection of the Prime as a prime contractor for the Services and acceptance of the Subcontractor as a subcontractor for the Services. Each Party agrees to exert all commercially reasonable efforts towards this objective throughout any and all negotiations concerning a proposed contract or subcontract, which may follow submission of the proposal.

   1.3 The Subcontractor will furnish the Prime all proposal portions pertinent to the work identified in the SOW. The work in the SOW must be provided and priced on a fixed price basis. Subcontractor will submit to the Prime all information required by the

Solicitation for inclusion in the Proposal. The Subcontractor will provide proposal assistance and support for orals, clarifications, or requests as needed and requested by the Prime.

1.4 The Parties agree that the Prime will have ultimate control of the Proposal.

1.5 If, during the term of this Agreement, a prime contract resulting from the Solicitation is awarded to the Prime, the Parties agree to negotiate a subcontract in good faith for the work set forth in Exhibit A, the SOW, as may be modified by the Parties.

1.6 Proposal Costs. Each Party shall bear their own costs, risks and liabilities incurred in connection with support of the proposal efforts. Neither Party shall have any right to any reimbursement, payment or compensation of any kind from the other except under the terms of a subcontract unless otherwise mutually agreed to in writing by the Parties.

2. Subcontracting Terms. Work shall be performed by the Subcontractor in accordance with provided schedules and technical specifications, if any, on a firm-fixed price basis and in accordance with the SOW. The terms of any resulting subcontract shall govern the relationship between the Parties and shall be negotiated between the Parties within sixty (60) days of award of a prime contract to the Prime. Both Parties agree to make every reasonable effort to contract with each other for the work identified in the SOW attached hereto as Exhibit A.

3. Confidentiality. "Confidential Information" means any information that is not generally available to the public, that is treated as confidential by either Party, and is marked "Confidential", including, without limitation, the nature of the Services and any know-how, frameworks, methodologies, or other materials or information disclosed or developed by either Party in connection with the Services. Notwithstanding the foregoing, "Confidential Information" does not include any information that is (i) publicly available other than as a result of the breach hereof, (ii) already known prior to the date hereof without violation of any obligation, (iii) independently developed without reference to or use of the other Party's Confidential Information, or (iv) legally required to be disclosed. The Parties anticipate that it may be necessary to exchange such Confidential Information in order to accomplish the objectives of this Agreement. The Parties each acknowledge that the other Party owns any and all intellectual property rights in the Confidential Information that other Party discloses hereunder. The Parties agree to take all reasonable precautions to protect all Confidential Information disclosed or developed by the other Party from disclosure to any third party and to treat it with the same degree of care as it treats its own Confidential or proprietary Information, but in no event less than a reasonable degree of care. Disclosure of the other Party's Confidential Information within the receiving Party's organization shall be restricted to those individuals who are directly participating in the preparation of the Proposal. Neither Party shall use the Confidential Information of the other Party for any purpose other than in connection with the Services. The Parties agree to return, upon written request, all copies of the other Party's Confidential Information.

The Subcontractor understands and agrees that the Confidential Information disclosed pursuant to this Agreement derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means, by other persons who can obtain economic value from its disclosure or use. Subcontractor acknowledges that if it breaches its nondisclosure obligations under this Agreement, the Prime may not have an adequate remedy at law. Therefore, the Prime shall be entitled to seek an immediate injunction against an alleged breach or anticipated breach of this Agreement from any court of competent jurisdiction. This right to seek and obtain injunctive relief shall not limit the Prime's right to pursue other remedies. All remedies available to the Prime for breach of this Agreement by the Subcontractor are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of that remedy to the exclusion of other remedies available at law or in equity.

The terms and conditions of this Section 3 shall survive the termination or expiration of this Agreement and shall remain in effect for a period of five years thereafter.

4. Termination. This Agreement shall remain in full force and effect until the first of the following occurs:

a. The Government cancels the Solicitation;

b. A prime contract is awarded to a contractor other than the Prime;

c. The Government disapproves the use of the Subcontractor for any reason;

d. The inability of the Parties to agree on subcontract terms and conditions within sixty (60) days after award of a prime contract to the Prime;

e. The Parties agree, in writing, to termination this Agreement;

f. One (1) year after the effective date of this Agreement, unless extended in writing by the Parties.

g. The actual or notice of proposed suspension or debarment by the government of either Party;

h. Either party files bankruptcy, liquidation, insolvency, receivership, or like proceeding and the proceeding is not dismissed within thirty (30) days of the filing;

i. A material breach of this Agreement by either Party;

j. Upon execution of the Subcontract by both Parties; or

k. Upon a determination by the Prime that there is a potential or actual OCI that affects either Party.

5. Relationship of the Parties. This Agreement is not intended by the Parties to constitute or create a joint venture, pooling arrangement, partnership, or other formal business organization of any kind, other than a team agreement as set forth in Federal Acquisition Regulation (FAR) 9.6 and the rights and obligations of the Parties shall be only those expressly set forth herein. Neither Party shall have authority to bind the other except to the extent expressly authorized herein. The Parties shall remain independent contractors to each other at all times and the employees of one shall not be deemed employees of the other. Neither Party shall act as an agent for the other.

6. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BY LIABLE TO THE OTHER FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OF ANY TYPE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF OPPORTUNITY, PUNITIVE OR OTHER INDIRECT DAMAGES THAT ARE CLAIMED TO BE INCURRED BY THE OTHER PARTY WHETHER SUCH CLAIM ARISES UNDER CONTRACT, TORT (INCLUDING STRICT LIABILITY) OR OTHER THEORIES OF LAW AND REGARDLESS OF WHETHER OR NOT INFORMED OF THEIR POSSIBILITY.

7. Publicity. No news release, public announcement, advertisement or publicity concerning this Agreement, any proposals, any resulting contracts or tasks, or any subcontracts to be performed hereunder, shall be released by the Subcontractor without the prior written approval of the Prime.

8. Profits. Nothing contained herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the parties.

9. Conflict of Interest. An Organizational Conflict of Interest (OCI) is defined by Federal Acquisition Regulation (FAR) Section 9.5 and/or through additional government requirements that may be contained in the Solicitation. The Subcontractor warrants that it does not have any effort or work that could create an OCI and that it will not enter into any agreement for work which may create such an OCI for this effort.

10. Governing Law. This Agreement shall be enforced and interpreted construed in accordance with the laws of the state of New York and any federal laws applicable therein.

11 Severability. If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

12. Customer Contacts. McKinsey will be the sole contact with the Client concerning the Proposal and any work product delivered under any contract or subcontract for the Services. All communications with the Client pertaining to either the Solicitation or work under any prime contract or subcontract related to the Services shall be made through the Prime unless otherwise expressly authorize in writing by the Prime. In the event the Subcontractor is contacted by the

Client for anything related to the Services, Subcontractor shall promptly notify the Prime, in its sole discretion shall permit and/or coordinate for a response to the Client.

13. Assignment. Neither Party may assign or transfer its interests hereunder or delegate its duties, in whole or in part without the express prior written approval of the other party, which consent shall not be unreasonably withheld. This Agreement shall be binding upon each of the Parties and their respective successors and assigns and their respective successors and assigns and delegates.

14. Modification and Waiver. This Agreement shall not be amended or modified, nor shall any waiver of any right hereunder be effective, unless mutually agreed upon and set forth in a document executed by duly authorized representative of both Parties. The waiver of any breach of any term or condition herein contained shall not be deemed to be a waiver of such term or condition for any subsequent breach of the same.

15. Exclusivity. Due to the need to exchange Confidential Information, the Subcontractor, including any affiliates, subsidiaries, or parent companies, agrees that it will not actively participate in other team efforts that are competitive to this Agreement or compete independently for work covered by the Solicitation during the duration of this Agreement. Nothing contained in this Agreement shall restrict the rights of the Parties and/or subsidiaries, from quoting, offering to sell or selling to others any items or services that it regularly offers for sale to any other entity.

16. Miscellaneous. Both parties agree to comply with FAR 52.203-12, Limitation of Payments to Influence Certain Federal Transactions and to file required certifications in accordance with FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.

17. Entire Agreement. This is the entire Agreement between the Parties relative to the subject matter herein, and in the event anything contained herein conflicts with any general Confidentiality Agreement executed between the Parties, the two documents shall be read together and the terms of this Teaming Agreement shall prevail.

18. Notices. All notices, certificates, acknowledgements and other reports ("Notices") sent by a Party shall be in writing and deemed properly delivered when duly mailed by certified mail to the other Party at its address as follows, or to such other addresses as either Party may designate by written notice to the other. Additionally, Notices sent by any other means (i.e. e-mail, facsimile, overnight delivery, courier) are acceptable subject to written confirmation of both the transmission and receipt of notice.

Prime:	Subcontractor:
McKinsey & Company, Inc. Washington, D.C.	Bronner Group, LLC
1200 Nineteenth Street, N.W.	2200 Pennsylvania, NW

Suite 1100
Washington, D.C. 20036
Attention: Chuck Self, Contracts Manager
Phone: (202) 662-3183
Email: Chuck_Self@McKinsey.com

4th Floor East
Washington, DC 20037
Attn: Beth McGarry
Phone: 202-507-5785
email: bmcgarry@bronnergroup.com

In witness whereof, the Parties have caused this Agreement to be duly executed by their duly authorized representatives effective as of the day and year last written below.

McKinsey & Company, Inc. Washington, D.C.	Bronner Group, LLC
Name: Jon Wilkins	Name: Marilyn Katzin
Title: Director	Title: Business Operations Manager
Date: April 4, 2012	Date: April 3, 2012

Attachment A

STATEMENT OF WORK

1. Prime will, upon negotiation of a subcontract and subsequent agreed upon taskings, support specific Client tasking, under the BPA to potentially include:

   1) Establishment and operation of program management governance structure(s) to manage transformation initiatives. Included within this is the establishment of decision criteria and framework, processes, tools and reports for prioritizing and selecting transformation projects; establishment of the structure for assigning staff and financial resources, establishment of schedules and tracking major milestones; managing and resolving major issues and risks; and monitoring performance against desired outcomes.

   2) Establishment and Operation of a Performance Measurement Framework. Included within this is the identification, implementation and monitoring of key performance indicators; improved linkage of resource allocation decisions to performance, and support for implementation of the Government Performance and Results Act (GPRA) Modernization Act requirements.

   3) Business Process Reengineering and Transformation Support. Included within this is the identification of transformation opportunities, benchmarking, development of alternatives, development and analysis of business cases (to include return on investment) for transformation, identification of the most viable initiatives, and development of the implementation plan for selected initiatives. This also includes value capture and improved functional utilization of information technology systems and solutions.

   4) Implementation Planning. Included within this is the development of implementation plans based upon best practices, optimization of customer services and support, and realization of DOI missions and goals.

   5) Communications Planning and Delivery. Included within this is the development and execution of segmented organization, employee and stakeholder communication strategies using a variety of mediums.

   6) Organizational Change Management Support. Included within this is the development of strategies and approaches to assist Interior in managing change to include facilitated sessions, and customized training.

   7) Workforce Planning. Included within this is the analysis of workforce levels and skills, identification of gaps, and development of plans to resolve gaps.

8) Project Management and Quality management services that ensure effective project management, quality control, quality assurance and quality improvement across the transformation projects.

9) Implementation Assistance. Included within this is support for organizational and employee orientation, communications with employees/stakeholders/OMB/Congress, organizational change and process modification, value capture realization, customized training, and monitoring and feedback of results.

2. Prime and Subcontractor anticipate negotiating a firm fixed price subcontract for the work covered by this Agreement.

3. Prime shall provide Subcontractor the following data related to generating a proposal in response to the RFP:
   a. Pre-RFP market intelligence and writing assignments (if needed).
   b. RFP-relevant technical approach input, as required,.
   c. Pricing information.
   d. Past performance information, as required, in accordance with prime RFP instructions and Prime guidance.
   e. Certifications, representations and such other procurement-related forms, documentation, and information, consistent with the type and form of subcontract contemplated by the Parties, necessary to obtain government consent and to award a subcontract in accordance with this Agreement.