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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 10-K

o ANNUAL REPORT PURSUANT TO SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended January 2, 2016

Commission file number: 000-24049

CRA International, Inc.

(Exact name of registrant as specified in its charter)

Massachusetts

(State or other jurisdiction of incorporation or organization)

04-2372210

(I.R.S. Employer Identification No.)

200 Clarendon Street, Boston, MA

(Address of principal executive offices)

02116-5092

(Zip code)

617-425-3000

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of Each Class</u>	<u>Name of Each Exchange on Which Registered</u>
Common Stock, no par value	Nasdaq Global Select Market

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes o No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes o No

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No o

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No o

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act (Check one):

Large accelerated filer o

Accelerated filer

Non-accelerated filer o

Smaller reporting company o

(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes o No

The aggregate market value of the stock held by non-affiliates of the registrant as of July 4, 2015, the last business day of the registrant's most recently completed second fiscal quarter, based on the closing sale price of \$27.62 as quoted on the NASDAQ Global Select Market as of the last trading day before that date, was approximately \$239.7 million. Outstanding shares of common stock beneficially owned by executive officers and directors of the registrant and certain related entities have been excluded from this computation because these persons may be deemed to be affiliates. The fact that these persons have been deemed affiliates for purposes of this computation should not be considered a conclusive determination for any other purpose.

As of February 26, 2016, CRA had outstanding 8,927,972 shares of common stock.

DOCUMENTS INCORPORATED BY REFERENCE

The information required for Part III of this annual report is incorporated by reference from the registrant's definitive proxy statement for the 2016 annual meeting of its shareholders to be filed with the Securities and Exchange Commission within 120 days after the end of the registrant's fiscal year ended January 2, 2016.

**CRA INTERNATIONAL, INC.
ANNUAL REPORT ON FORM 10-K
FOR THE FISCAL YEAR ENDED JANUARY 2, 2016**

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PART I

Item 1—Business

Forward-Looking Statements

Except for historical facts, the statements in this annual report are forward-looking statements. Forward-looking statements are merely our current predictions of future events. These statements are inherently uncertain, and actual events could differ materially from our predictions. Important factors that could cause actual events to vary from our predictions include those discussed in this annual report under the heading "Risk Factors." We assume no obligation to update our forward-looking statements to reflect new information or developments. We urge readers to review carefully the risk factors described in this annual report and in the other documents that we file with the Securities and Exchange Commission, or SEC. You can read these documents at www.sec.gov.

Additional Available Information

Our principal internet address is www.crai.com. Our website provides a link to a third-party website through which our annual, quarterly, and current reports, and amendments to those reports, are available free of charge. We believe these reports are made available as soon as reasonably practicable after we electronically file them with, or furnish them to, the SEC. We do not maintain or provide any information directly to the third-party website, and we do not check its accuracy.

Our website also includes information about our corporate governance practices. The Investor Relations page of our website provides a link to a web page where you can obtain a copy of our code of business conduct and ethics applicable to our principal executive officer, principal financial officer, and principal accounting officer. We intend to make required disclosures of amendments to our code of business conduct and ethics, or waivers of a provision of our code of business conduct and ethics, on the Corporate Governance Documents page linked from the Investor Relations page of our website.

Fiscal Year

Our fiscal years periodically contain 53 weeks rather than 52 weeks. Fiscal 2015 was a 52-week year, fiscal 2014 was a 53-week year and fiscal 2013 was a 52-week year.

Introduction

We are a leading global consulting firm specializing in providing economic, financial and management consulting services. We advise clients on economic and financial matters pertaining to litigation and regulatory proceedings, and guide corporations through critical business strategy and performance-related issues. Since 1965, we have been engaged by clients for our unique combination of functional expertise and industry knowledge, and for our objective solutions to complex problems. We combine economic and financial analysis with expertise in litigation and regulatory support, business strategy and planning, market and demand forecasting, and policy analysis. We are often retained in high-stakes matters, such as multibillion-dollar mergers and acquisitions, new product introductions, major strategy and capital investment decisions, and complex litigation, the outcomes of which often have significant consequences for the parties involved. These matters often require independent analysis and, as a result, the parties involved must rely on outside experts. Our analytical strength enables us to reach objective, factual conclusions that help clients make important business and policy decisions and resolve critical disputes. Clients turn to us because we can provide highly credentialed and experienced economic and finance experts to address critical, tough assignments, with high-stakes outcomes.

We offer consulting services in two broad areas: litigation, regulatory, and financial consulting and management consulting. These two areas represented approximately 99% of our consolidated revenues for fiscal 2015. The remaining 1% came from our majority-owned NeuCo subsidiary. We provide our consulting services primarily through our highly credentialed and experienced staff of employee consultants. As of January 2, 2016 we employed 511 consultants, which consisted of 389 senior staff and

122 junior staff. Approximately three fourths of our senior staff has a doctorate or other advanced degree. Our employee consultants have backgrounds in a wide range of disciplines, including economics, business, corporate finance, materials sciences, accounting, and engineering. We are extremely selective in our hiring of consultants, recruiting from leading universities, industry, and government. Many of our employee consultants are nationally or internationally recognized as experts in their respective fields and have published scholarly articles, lectured extensively, and have been quoted in the press. They combine outstanding intellectual acumen with practical experience and in-depth understanding of industries and markets. To enhance the expertise we provide to our clients, we maintain close working relationships with a select group of renowned academic and industry non-employee experts.

Our business is diversified across multiple dimensions, including service offerings and vertical industry coverage, as well as areas of functional expertise, client base, and geography. We believe this diversification reduces our dependence on any particular market, industry, or geographic area.

We provide consulting services to corporate clients and attorneys in a wide range of litigation and regulatory proceedings, providing high-quality research and analysis, expert testimony, and comprehensive support in litigation and regulatory proceedings in all areas of finance, accounting, economics, insurance, and forensic accounting and investigations. We also use our expertise in economics, finance, and business to offer law firms, businesses, and government agencies services related to class certification, damages analysis, expert reports and testimony, regulatory analysis, strategy development, valuation of tangible and intangible assets, risk management, and transaction support. In our management consulting services, we use our expertise in economics, finance, and business analysis to offer our clients such services as strategy development, performance improvement, corporate strategy and portfolio analysis, estimation of market demand, new product pricing strategies, valuation of intellectual property and other assets, assessment of competitors' actions, and analysis of new sources of supply. Our analytical expertise in advanced economic and financial methods is complemented by our in-depth expertise in specific industries, including agriculture; banking and capital markets; chemicals; communications and media; consumer products; energy; entertainment; financial services; health care; insurance; life sciences; manufacturing; metals, mining, and materials; oil and gas; real estate; retail; sports; telecommunications; transportation; and technology.

We have completed thousands of engagements for clients around the world, including domestic and foreign companies; Federal, state, and local domestic government agencies; governments of foreign countries; public and private utilities; and national and international trade associations. We also work with many of the world's leading law firms. We experience a high level of repeat business.

We deliver our services through an international network of coordinated offices. Headquartered in Boston, Massachusetts, we have offices throughout North America and Europe.

Industry Overview

Businesses are operating in an increasingly complex economic, legal, and regulatory environment. Our changing world economy has created immense challenges and opportunities for businesses. Companies across industry sectors are seeking new strategies appropriate for the current economic environment, as well as greater operational efficiencies. To accomplish these objectives, they must constantly gather, analyze, and use information wisely to assure that business decisions are well-informed. In addition, as markets have become global, companies have the opportunity to expand their presence throughout the world, which can expose them to increased competition and the uncertainties of foreign operations. Further, companies are increasingly relying on technological and business innovations to improve efficiency, thus increasing the importance of strategically analyzing their businesses and developing and protecting new technology. The increasing complexity and changing nature of the business environment are also forcing governments to modify their regulatory strategies. These constant changes in the regulatory environment and the pro-regulatory stance in the U.S. have led to frequent litigation and interaction with government agencies as companies attempt to interpret and react to the implications of this changing environment. Furthermore, as the general business and

regulatory environment becomes more complex, corporate litigation has also become more complicated, protracted, expensive, and important to the parties involved.

As a result, companies are increasingly relying on sophisticated economic and financial analysis to solve complex problems and improve decision-making. Economic and financial models provide the tools necessary to analyze a variety of issues confronting businesses, such as interpretation of sales data, effects of price changes, valuation of assets, assessment of competitors' activities, evaluation of new products, and analysis of supply limitations. Governments are also relying, to an increasing extent, on economic and finance theory to measure the effects of anticompetitive activity, evaluate mergers and acquisitions, change regulations, implement auctions to allocate resources, and establish transfer pricing rules. Finally, litigants and law firms are using economic and finance theory to help determine liability and to calculate damages in complex and high-stakes litigation. As the need for complex economic and financial analysis becomes more widespread, companies and governments are turning to outside consulting firms, such as ours, for access to the independent, specialized expertise, experience, and prestige that are not available to them internally. In addition, companies' strategic, organizational, and operational problems have gotten more acute as a result of the economic environment, and companies are relying on management consultants for help in analyzing, addressing, and solving strategic business problems and performance-related issues involving market supply and demand dynamics, supply chain and sourcing, pricing, capital allocation, technology management, portfolio positioning, risk management, merger integration, and improving shareholder value.

Competitive Strengths

Since 1965, we have been committed to providing sophisticated consulting services to our clients. We believe that the following factors have been critical to our success.

Strong Reputation for High-Quality Consulting; High Level of Repeat Business. Since 1965, we have been a leader in providing sophisticated economic analysis and original, authoritative advice to clients involved in complex litigation and regulatory proceedings, and we also provide management consulting services to companies facing strategic, organizational, and operational challenges. As a result, we believe we have established a strong reputation among leading law firms and business clients as a preferred source of expertise in economics, finance, business, and management consulting, as evidenced by our high level of repeat business. In addition, we believe our significant name recognition, which we developed as a result of our work on many high-profile litigation and regulatory engagements, has enhanced the development of our management consulting practice.

Highly Educated, Experienced, and Versatile Consulting Staff. We believe our most important asset is our base of employee consultants, particularly our senior employee consultants. As of January 2, 2016 we employed 511 consultants, which consisted of 389 senior staff and 122 junior staff. Approximately three-fourths of our senior staff has a doctorate or other advanced degree. Many of these senior employee consultants are nationally or internationally recognized as experts in their respective fields. In addition to their expertise in a particular field, most of our employee consultants are able to apply their skills across numerous practice areas. This flexibility in staffing engagements is critical to our ability to apply our resources as needed to meet the demands of our clients. As a result, we seek to hire consultants who not only have strong analytical skills, but who are also creative, intellectually curious, and driven to develop expertise in new practice areas and industries.

International Presence. We deliver our services through an international network of coordinated offices. Headquartered in Boston, Massachusetts, we have offices throughout North America and Europe. Many of our clients are multinational firms with issues that cross international boundaries, and we believe our international presence provides us with an advantage to address complex issues that span countries and continents. Our international presence also gives us access to many of the leading experts around the world on a variety of issues, allowing us to expand our knowledge base and areas of functional expertise.

Diversified Business. Our business is diversified across multiple dimensions, including service offerings, vertical industry coverage, areas of functional expertise, client base, and geography. By maintaining expertise in multiple industries, we are able to offer clients creative and pragmatic advice tailored to their specific markets. By offering clients litigation, regulatory, financial, and management consulting services, we are able to satisfy an array of client needs, ranging from expert testimony for complex lawsuits to designing global business strategies. This broad range of expertise enables us to take an interdisciplinary approach to certain engagements, combining economists and experts in one area with specialists in other disciplines. We believe this diversification reduces our dependence on any particular market, industry, or geographic area. Furthermore, our litigation, regulatory, and financial consulting businesses are driven primarily by regulatory changes and high-stakes legal proceedings. Our diversity also enhances our expertise and the range of issues that we can address on behalf of clients.

Integrated Business. We manage our business on an integrated basis through our international network of offices and areas of functional expertise. Many of our practice areas are represented in several of our offices and are managed across geographic borders. We view these cross-border practices as integral to our success and key to our management approach. Our practices share not only staff but also consulting approaches and marketing strategies. When we acquire companies, our practice is to rapidly integrate systems, procedures, and people into our business platform. In addition to sharing our intellectual property assets globally, we encourage geographic collaboration among our practices by including a consultant's overall contribution to our practices as a factor in determining the consultant's annual bonus.

Diversified Client Base. We have completed thousands of engagements for clients in a broad range of industries around the world. Our clients are major firms, and national and international law firms representing such clients, across a multitude of industries that include agriculture; banking and capital markets; chemicals; communications and media; consumer products; energy; entertainment; financial services; health care; insurance; life sciences; manufacturing; metals, mining, and materials; oil and gas; real estate; retail; sports; telecommunications; transportation; and technology.

Established Corporate Culture. Our success results in part from our established corporate culture. We believe we attract consultants because of our approximately 50-year history, our strong reputation, the credentials, experience, and reputations of our employee consultants, the opportunity to work on an array of matters with a broad group of renowned non-employee experts, and our collegial atmosphere where teamwork and collaboration are emphasized and valued by many clients.

Access to Leading Academic and Industry Experts. To enhance the expertise we provide to our clients and the depth and breadth of our insights, we maintain close working relationships with a select group of non-employee experts. Depending on client needs, we use non-employee experts for their specialized expertise, assistance in conceptual problem-solving, and expert witness testimony. We work regularly with renowned professors at such institutions as Cornell University, Georgetown University, The Graduate Institute of International and Development Studies, Harvard University, the Massachusetts Institute of Technology, Northwestern University, Texas A&M University, the University of California at Berkeley, the University of California at Los Angeles, the University of Chicago, University of Michigan College of Literature, Science and the Arts, the University of Toronto, Yale University, and other leading universities. These experts also generate business for us and provide us access to other leading academic and industry experts. By establishing affiliations with these prestigious experts, we further enhance our reputation as a leading source of sophisticated economic and financial analysis.

Services

We offer consulting services in two broad areas: litigation, regulatory, and financial consulting and management consulting. Together, these two service areas comprised approximately 99% of our consolidated revenues for fiscal 2015, and approximately 1% of our consolidated revenues came from our NeuCo subsidiary.

Litigation, Regulatory, and Financial Consulting

In our litigation, regulatory, and financial consulting practices, we typically work closely with law firms on behalf of one or more companies involved in litigation or regulatory proceedings in such areas as antitrust, damages, and labor and employment. Many of the lawsuits and regulatory proceedings in which we are involved are critical assignments with high-stakes outcomes, such as obtaining regulatory approval of a pending merger or analyzing possible damages awards in a class action case. The ability to formulate and effectively communicate powerful economic and financial arguments to courts and regulatory agencies is often critical to a successful outcome in litigation and regulatory proceedings. Our consultants combine uncommon analytical rigor with practical experience and in-depth understanding of industries and markets. Our analytical strength enables us to reach objective, factual conclusions that help our clients make important business and policy decisions and resolve critical disputes. Our consultants work with law firms, corporate counsel, and regulatory agencies to assist in developing the theory of the case and in preparing the testimony of expert witnesses from among our employees and from among our non-employee experts and others in academia. In addition, our consultants provide general litigation support, including reviewing legal briefs and assisting in the appeals process.

The following is a summary of the areas of functional expertise that we offer in litigation, regulatory, and financial consulting engagements. We provide services, such as economic expertise, analyses, and expert testimony, in these areas:

<u>Areas of Functional Expertise</u>	<u>Description of Area of Service</u>
Antitrust & Competition	Antitrust litigation, including economic analysis of the competitive effects of alleged collusion and cartels, monopolization, abuse of dominance, monopsony, and vertical restrictions.
Damages & Valuation	Disputes involving lost profits, breach of contract, purchase price, valuation, business interruption, product liability, and fraud, among other damages claims. Calculating damages, providing expert testimony, and critiquing opposing experts' damages analyses in matters involving disputes in antitrust; intellectual property; securities and other financial market issues; insolvency; property values; contract; employment discrimination; product liability; environmental contamination; and purchase price. Supporting clients with broader corporate valuation services, providing pre-trial evaluations of damages claims and methodologies, and evaluating proposed settlements in class action and other cases.
Financial Accounting & Valuation	Commercial and shareholder disputes; corporate finance damages advisory; corporate investigations; due diligence; financial accounting; valuation and litigation support and expert testimony, including both liability and damages.
Financial Economics	Matters pertaining to financial markets, including regulatory analyses and litigation support for financial institutions in areas of fair lending compliance, credit risk, credit scoring, consumer and mortgage lending, housing markets, international mortgage markets, and securitization. Analyses of valuations and estimates of damages associated with breaches of contract, national laws, and international treaties and the effects of market rules, processes, and contracts on prices and competition.

<u>Areas of Functional Expertise</u>	<u>Description of Area of Service</u>
Forensic & Cyber Investigations	Forensic accounting and analysis of complex accounting issues; fraud, corruption, bribery and embezzlement investigations; white collar defense; cybercrime, data breach and theft of trade secrets investigations; computer and other digital forensic analyses; actionable business intelligence and reputational due diligence; and other independent professional services that help clients preserve their reputation and support their commitment to integrity.
Insurance Economics	Matters pertaining to advising insurers, regulators, and legislators in management, insurance products, and litigation and regulation.
Intellectual Property	Matters pertaining to all types of intellectual property assets including valuation, litigation, transaction and strategic advisory services, patents, trade secrets, copyrights, and trademarks as well as economic damages in intellectual property litigation, valuations of intellectual property assets for strategic and regulatory purposes, and transactional advisory services for licensing and other intellectual property-rich transactions.
International Arbitration	International arbitration cases brought under bilateral investment treaties and arbitration clauses in contracts between firms. Assessing causation and quantifying damages using sophisticated modeling and analytical techniques and presenting findings to arbitration authorities.
Labor & Employment	All facets of employment litigation including equal employment opportunity claims under Title VII, the Age Discrimination in Employment Act, the Equal Pay Act, and the Americans with Disabilities Act. Providing expert witness and litigation support services, conducting proactive analyses of employment and contracting practices, monitoring consent decrees and settlement agreements, designing information systems to track relevant employment data, and analyzing liability and assessing damages under the Fair Labor Standards Act, California overtime laws, and state-specific wage and hour laws.
Mergers & Acquisitions	Assisting clients in obtaining domestic and foreign regulatory approvals in proceedings before government agencies, such as the U.S. Federal Trade Commission, the U.S. Department of Justice, the Merger Task Force at the European Commission, and the Canadian Competition Bureau. Analyses include simulating the effects of mergers on prices, estimating demand elasticities, designing and administering customer and consumer surveys, and studying possible acquisition-related synergies.
Regulatory Economics and Compliance	Regulatory proceedings and assisting clients in understanding and mitigating regulatory risks and exposures, preparing policy studies that help develop the basis for sound regulatory policy, drafting regulatory filings, and advising on regulations pertaining to environmental protection, employment, and health and safety.
Securities and Financial Markets	Application of financial economics and accounting to complex litigation and business problems in such areas as securities litigation; securities markets and financial institutions; valuation and damages; and other financial litigation.

<u>Areas of Functional Expertise</u>	<u>Description of Area of Service</u>
Transfer Pricing	All phases of the tax cycle, including planning, documentation, and tax valuation. Also includes audit defense and support in advanced pricing agreements, alternative dispute resolution, and litigation in proceedings involving the Internal Revenue Service, the Tax Division of the U.S. Department of Justice, state and municipal tax authorities, and foreign tax authorities.

Management Consulting

Our management consulting practices offer a unique mix of industry and functional expertise to help companies address and solve their strategic, organizational, and operational business problems. We advise clients in a broad range of industries on how to succeed in uncertain, rapidly-changing environments by generating growth, creating value, and enhancing shareholder wealth.

Additionally, we challenge clients to develop fresh approaches by sharing industry insights, focusing on facts, and questioning tradition. We support clients in implementation by setting priorities, focusing resources, and aligning operations, and we get results by helping clients make distinctive, substantial improvements in their organizations' performance.

The following is a summary of the areas of functional expertise that we offer in management consulting.

<u>Areas of Functional Expertise</u>	<u>Description of Area of Service</u>
Auctions & Competitive Bidding	Providing auction and market design, implementation, and monitoring services, as well as bidding support services, for businesses, industry organizations, and governments in various industries around the world, including commodities, energy and utilities, telecommunications, transportation, natural resources, and other industries.
Corporate & Business Strategy	Advising on business strategy, corporate revitalizations, and organizational effectiveness by bringing new ways of thinking to companies and new ways of working to develop better strategies over time and identifying the highest-value opportunities that address critical challenges and transform business. Advising chief executive officers and executive management teams on corporate and business unit strategy, market analysis, portfolio management, pricing strategy, and product positioning. Areas of expertise include strategy, execution, organic growth, growth through acquisition, productivity, risk management, leadership and organization, and managing for value.
Enterprise Risk Management	Advising large financial institutions and corporations in areas of governance and strategy, process analytics, and technology related to risk management.

<u>Areas of Functional Expertise</u>	<u>Description of Area of Service</u>
Environmental and Energy Strategy	Advising companies on the following: corporate strategy to address risks and uncertainties surrounding environmental policy developments; business models that adapt to future environmental policy; investment decision-making processes that account for environmental policy uncertainty; environmental strategic compliance options with regulations/legislation; emissions trading planning surrounding cap-and-trade policies; identification of business opportunities that could relate to environmental trends; and the economic and business issues surrounding clean and renewable energy, enterprise and asset management, global gas and liquefied natural gas services, and regulation and litigation.
Intellectual Property & Technology Management	Advising top management, investors, and boards on technology strategy and planning, research and development management, commercialization, technology market evaluation, intellectual property management, and portfolio and resource management.
Organization & Performance Improvement	Advising corporate clients in areas of revenue growth drivers; operating margin drivers; asset efficiency drivers; key enablers; and performance management and metrics.
Transaction Advisory Services	Advising business leaders, including buyers and sellers, in the areas of due diligence, mergers and acquisitions, private equity, and valuation.

Industry Expertise

We believe our ability to combine expertise in advanced economic and financial methods with in-depth knowledge of particular industries is one of our key competitive strengths. By maintaining expertise in certain industries, we provide clients practical advice tailored to their specific markets. This industry expertise, which we developed over decades of providing sophisticated consulting services to a diverse group of clients in many industries, differentiates us from many of our competitors. We believe that we have developed a strong reputation and substantial name recognition within specific industries, which has led to repeat business and new engagements from clients in those markets. While we provide services to clients in a wide variety of industries, we have particular expertise in the following industries:

- Agriculture
- Banking & Capital Markets
- Chemicals
- Communications & Media
- Consumer Products
- Energy
- Entertainment
- Financial Services
- Health Care
- Insurance

- Life Sciences
- Manufacturing
- Metals, Mining, & Materials
- Oil & Gas
- Real Estate
- Retail
- Sports
- Telecommunications
- Transportation
- Technology

Clients

We have completed thousands of engagements for clients around the world, including domestic and foreign corporations; Federal, state, and local domestic government agencies; governments of foreign countries; public and private utilities; accounting firms; and national and international trade associations. Frequently, we work with major law firms who approach us on behalf of their clients. While we have particular expertise in a number of industries, we provide services to a diverse group of clients in a broad range of industries. Our policy is to keep the identities of our clients confidential unless our work for the client is already publicly disclosed. Our clients come from a broad range of industries, with no single client accounting for more than 5% of our revenues in any of fiscal 2015, fiscal 2014 or fiscal 2013.

We derived approximately 14%, 15%, and 13% of consolidated revenues from fixed-price contracts in fiscal 2015, fiscal 2014, and fiscal 2013, respectively. These contracts are more common in our management consulting area, and would likely grow in number with expansion of that area. Revenues outside of the U.S. accounted for approximately 20%, 22%, and 22% of our total revenues in fiscal 2015, fiscal 2014, and fiscal 2013, respectively. See note 12 of our Notes to Consolidated Financial Statements for a breakdown of our revenue and long-lived assets by country.

Software Subsidiary

NeuCo, Inc. develops and markets a family of neural network software tools and complementary application consulting services that are currently focused on electric utilities. Although NeuCo had its origins in one of our consulting engagements, it is primarily a software company that operates independently from our consulting business. NeuCo's products and services are designed to help utilities optimize the use of their power plants by improving heat rate, reducing emissions, overcoming operating constraints, and increasing output capability.

Our ownership interest in NeuCo was 55.89% for each of fiscal 2015, fiscal 2014 and fiscal 2013. NeuCo's financial results have been consolidated with ours and the portion of NeuCo's results allocable to its other owners is shown as "noncontrolling interest."

NeuCo's revenues, which are comprised of software sales and maintenance service revenue, included in our consolidated statements of operations for fiscal 2015, fiscal 2014, and fiscal 2013 totaled approximately \$3.8 million, \$4.8 million, and \$5.1 million, respectively. NeuCo's net loss included in our consolidated statements of operations for fiscal 2015, fiscal 2014 and fiscal 2013 was approximately \$3.0 million, \$0.5 million and \$0.3 million, respectively. NeuCo's net loss, net of amounts allocable to its other owners, included in our consolidated statements of operations for fiscal 2015, fiscal 2014 and fiscal 2013 was approximately \$1.3 million, \$0.2 million and \$0.2 million, respectively.

Human Capital

As of January 2, 2016 we employed 511 consultants, consisting of 389 senior staff and 122 junior staff. Approximately three-fourths of our senior staff has a doctorate or other advanced degree in addition to substantial management, technical, or industry expertise. We believe our financial results and reputation are directly related to the number and quality of our employee consultants.

We derive most of our revenues directly from the services provided by our employee consultants. Our employee consultants have backgrounds in many disciplines, including economics, business, corporate finance, accounting, materials sciences, life sciences, and engineering. We are highly selective in our hiring of consultants, recruiting primarily from a select group of leading universities and degree programs, industry, and government. We believe consultants choose to work for us because of our strong reputation; the credentials, experience, and reputations of our consultants; the opportunity to work on a diverse range of matters and with renowned non-employee experts; and our collegial atmosphere where teamwork and collaboration are emphasized and valued by many clients. We use a decentralized, team hiring approach. Our training and career development program for our employee consultants focuses on three areas: mentoring, seminars, and scheduled courses. This program is designed to complement on-the-job experience and an employee's pursuit of his or her own career development. New employee consultants participate in a structured program in which they are partnered with an assigned mentor. Through our ongoing seminar program, outside speakers make presentations and conduct discussions with our employee consultants on various topics. In addition, employee consultants are expected to discuss significant projects and cases, present academic research papers or business articles, and outline new analytical techniques or marketing opportunities periodically at in-house seminars. We also provide scheduled courses designed to improve an employee's professional skills, such as written and oral presentation, marketing techniques, and business development. We also encourage our employee consultants to pursue their academic interests by writing articles for economic, business, and other journals.

Many of our vice presidents have signed non-solicitation agreements, which generally prohibit the employee from soliciting our clients or soliciting and/or hiring our employees for one year or longer following termination of the person's employment with us. In addition, many of the stock options we have issued between 2005 and 2008 contain a provision that they may only be exercised upon the execution of a non-competition agreement. We seek to align each vice president's interest with our overall interests, and many of our strongest contributors have an equity interest in us.

We maintain a discretionary bonus program through which we grant performance-based bonuses to our officers and other employees. In fiscal 2007, our shareholders approved a performance-based cash incentive plan designed to preserve the deductibility of the compensation paid to our executive officers. In 2012, our Board of Directors amended this plan to extend its effective date until the annual meeting of our shareholders held in 2017. In addition, during fiscal 2009, we implemented a long-term incentive program for certain key employees. Under this program, selected participants receive a mixture of stock options, time-vesting restricted stock units, and performance-vesting restricted stock units. The program is designed to reward key employees and provide participants the opportunity to share in the long-term growth of our business. The Compensation Committee of our Board of Directors is responsible for approving equity compensation grants, approving the total bonuses to be distributed, establishing performance-based goals under these programs and plans each year, and determining the performance-based compensation earned each year by our executive officers under our cash incentive plan, with respect to which they can apply negative discretion. Our chief executive officer, in his discretion and in consultation with the Compensation Committee of our Board of Directors, approves the bonuses to be granted to our other employees, based on recommendations of the various leaders supervising the employees' work.

In addition, we work closely with a select group of non-employee experts from leading universities and industry. These experts supplement the work of our employee consultants and generate business for us. We believe these experts choose to work with us because of the interesting and challenging nature of our work, the opportunity to work with our quality-oriented consultants, and the financially

rewarding nature of the work. Several non-employee experts, generally comprising the more active of those with whom we work, have entered into restrictive covenant contracts with us of varying lengths, which, in some cases, include non-competition agreements.

Most of our revenues depend on the number of hours worked by our employee consultants. As a result, we experience certain seasonal effects that impact our revenue, such as holiday seasons and the summer vacation season.

Marketing and Business Development

We rely to a significant extent on the efforts of our employee consultants, particularly our vice presidents and principals, to market our services. We encourage our employee consultants to generate new business from both existing and new clients, and we reward our employee consultants with increased compensation and promotions for obtaining new business. In pursuing new business, our consultants emphasize our institutional reputation, experience, and client service, while also promoting the expertise of the particular employees who will work on the matter. Many of our consultants have published articles in industry, business, economic, legal, or scientific journals, and have made speeches and presentations at industry conferences and seminars, which serve as a means of attracting new business and enhancing their reputations. On occasion, employee consultants work with one or more non-employee experts to market our services. In addition, we rely upon business development professionals to ensure that the value of our litigation consulting service offerings is fully realized in the marketplace. They are focused on deepening and broadening client relationships with law firms and general counsels, ensuring that both existing and potential clients have access to our broad array of services, as well as helping to bring the best talent to any given assignment.

We supplement the personal marketing efforts of our employee consultants with firm-wide initiatives. We rely primarily on our reputation and client referrals for new business and undertake traditional marketing activities. We regularly organize seminars for existing and potential clients featuring panel members that include our employee consultants, non-employee experts, and leading government officials. We have an extensive set of brochures organized around our service areas, which describe our experience and capabilities. We also provide information about our services on our corporate website. We distribute publications to existing and potential clients highlighting emerging trends and noteworthy engagements. Because existing clients are an important source of repeat business and referrals, we communicate regularly with our existing clients to keep them informed of developments that affect their markets and industries.

We derive the majority of new business from new engagements from existing clients. We have worked with leading law firms across the globe and believe we have developed a reputation among law firms as a preferred source of sophisticated economic advice for litigation and regulatory work. For our management consulting services, we also rely on referrals from existing clients, and supplement referrals with a significant amount of direct marketing to new clients through conferences, seminars, publications, presentations, and direct solicitations.

It is important to us that we conduct business ethically and in accordance with industry standards and our own rigorous professional standards. We carefully consider the pursuit of each specific market, client, and engagement in light of these standards.

Competition

The market for economic and management consulting services is intensely competitive, highly fragmented, and subject to rapid change. In general, there are few barriers to entry into our markets, and we expect to face additional competition from new entrants into the economic and management consulting industries. In the litigation, regulatory, and financial consulting markets, we compete primarily with other economic consulting firms and individual academics. We believe the principal competitive factors in this market are reputation, analytical ability, industry expertise, size, and service. In the management consulting market, we compete primarily with other business and management

consulting firms, specialized or industry-specific consulting firms, the consulting practices of large accounting firms, and the internal professional resources of existing and potential clients. We believe the principal competitive factors in this market are reputation, industry expertise, analytical ability, service, and price.

Item 1A—Risk Factors

Our operations are subject to a number of risks. You should carefully read and consider the following risk factors, together with all other information in this report, in evaluating our business. If any of these risks, or any risks not presently known to us or that we currently believe are not significant, develops into an actual event, then our business, financial condition, and results of operations could be adversely affected. If that happens, the market price of our common stock could decline, and you may lose all or part of your investment.

We depend upon key employees to generate revenue

Our business consists primarily of the delivery of professional services, and, accordingly, our success depends heavily on the efforts, abilities, business generation capabilities, and project execution capabilities of our employee consultants. In particular, our employee consultants' personal relationships with our clients are a critical element in obtaining and maintaining client engagements. If we lose the services of any employee consultant or group of employee consultants, or if our employee consultants fail to generate business or otherwise fail to perform effectively, that loss or failure could adversely affect our revenues and results of operations. We do not have non-competition agreements with a majority of our employee consultants, and they can terminate their relationships with us at will and without notice. The non-competition and non-solicitation agreements that we have with some of our employee consultants offer us only limited protection and may not be enforceable in every jurisdiction. In the event that an employee leaves, some clients may decide that they prefer to continue working with the employee rather than with us. In the event an employee departs and acts in a way that we believe violates the employee's non-competition or non-solicitation agreement, we will consider any legal remedies we may have against such person on a case-by-case basis. We may decide that preserving cooperation and a professional relationship with the former employee or clients that worked with the employee, or other concerns, outweigh the benefits of any possible legal recovery.

Our business could suffer if we are unable to hire and retain additional qualified consultants as employees

Our business continually requires us to hire highly qualified, highly educated consultants as employees. Our failure to recruit and retain a significant number of qualified employee consultants could limit our ability to accept or complete engagements and adversely affect our revenues and results of operations. Relatively few potential employees meet our hiring criteria, and we face significant competition for these employees from our direct competitors, academic institutions, government agencies, research firms, investment banking firms, and other enterprises. Many of these competing employers are able to offer potential employees greater compensation and benefits or more attractive lifestyle choices, career paths, or geographic locations than we can. Competition for these employee consultants has increased our labor costs, and a continuation of this trend could adversely affect our margins and results of operations.

Maintaining our professional reputation is crucial to our future success

Our ability to secure new engagements and hire qualified consultants as employees depends heavily on our overall reputation as well as the individual reputations of our employee consultants and principal non-employee experts. Because we obtain a majority of our new engagements from existing clients, any client that is dissatisfied with our performance on a single matter could seriously impair our ability to secure new engagements. Given the frequently high-profile nature of the matters on which we work, including work before and on behalf of government agencies, any factor that diminishes our reputation or the reputations of any of our employee consultants or non-employee experts could make

it substantially more difficult for us to compete successfully for both new engagements and qualified consultants.

We depend on our non-employee experts

We depend on our relationships with our non-employee experts. We believe that these experts are highly regarded in their fields and that each offers a combination of knowledge, experience, and expertise that would be very difficult to replace. We also believe that we have been able to secure some engagements and attract some consultants in part because we can offer the services of these experts. Most of these experts can limit their relationships with us at any time for any reason. These reasons could include affiliations with universities with policies that prohibit accepting specified engagements, termination of exclusive relationships, the pursuit of other interests, and retirement.

In many cases we seek to include restrictive covenant agreements in our agreements with our non-employee experts, which could include non-competition agreements, non-solicitation agreements and non-hire agreements. The limitation or termination of any of their relationships with us, or competition from any of them after these agreements expire, could harm our reputation, reduce our business opportunities and adversely affect our revenues and results of operations. These restrictive covenant agreements that we may have with some of our non-employee experts offer us only limited protection and may not be enforceable in every jurisdiction. In the event that non-employee experts leave, clients working with these non-employee experts may decide that they prefer to continue working with them rather than with us. In the event a non-employee expert departs and acts in a way that we believe violates the expert's restrictive covenant agreements, we will consider any legal and equitable remedies we may have against such person on a case-by-case basis. We may decide that preserving cooperation and a professional relationship with the former non-employee expert or clients that worked with the non-employee expert, or other concerns, outweigh the benefits of any possible legal action or recovery.

To meet our long-term growth targets, we need to establish ongoing relationships with additional non-employee experts who have reputations as leading experts in their fields. We may be unable to establish relationships with any additional non-employee experts. In addition, any relationship that we do establish may not help us meet our objectives or generate the revenues or earnings that we anticipate.

Changes in global economic, business and political conditions could have a material adverse impact on our revenues, results of operations, and financial condition

Overall global economic, business and political conditions, as well as conditions specific to the industries we or our clients serve, can affect our clients' businesses and financial condition, their demand or ability to pay for our services, and the market for our services. These conditions, all of which are outside of our control, include merger and acquisition activity levels, the availability, cost and terms of credit, the state of the United States and global financial markets, the levels of litigation and regulatory and administrative investigations and proceedings, and general economic and business conditions. In addition, many of our clients are in highly regulated industries, and regulatory and legislative changes affecting these industries could impact the market for our service offerings, render our current service offerings obsolete, or increase the competition among providers of these services. Although we are not able to predict the positive or negative effects that general changes in global economic, business and political conditions will have on our individual practice areas or our business as a whole, any specific changes in these conditions could have a material adverse impact on our revenues, results of operations and financial condition.

Our results of operations and consequently our business may be adversely affected if we are not able to maintain our current bill rates, compensation costs and/or utilization rate

Our revenues and profitability are largely based on the bill rates charged to our clients, compensation costs and the utilization of our consultants. We calculate utilization by dividing the total

hours worked by our employee consultants on engagements during the measurement period by the total number of hours that our employee consultants were available to work during that period. If we are not able to maintain adequate bill rates for our services, maintain compensation costs or obtain appropriate utilization rates from our consultants, our results of operations may be adversely impacted. Bill rates, compensation costs and consultant utilization rates are affected by a number of factors, including:

- Our clients' perceptions of our ability to add value through our services;
- The market demand for our services;
- Our competitors' pricing of services and compensation levels;
- The market rate for consultant compensation;
- Our ability to redeploy consultants from completed client engagements to new client engagements; and
- Our ability to predict future demand for our services and maintain the appropriate staffing levels without significantly underutilizing consultants.

Our revenues, operating results and cash flows are likely to fluctuate

We experience fluctuations in our revenues, operating results and cash flows and expect that they will continue to occur in the future due to factors that are either within or outside of our control, including, but not limited to, the timing and duration of our client engagements, utilization of our employee consultants, the types of engagements we are working on at different times, the geographic locations of our clients or where the services are rendered, the length of billing and collection cycles, hiring, business and capital expenditures, share repurchases, debt repayments, and other general economic factors. We may also experience future fluctuations in our cash flows from operations because of increases in employee compensation, including changes to our incentive compensation structure and the timing of incentive payments, which we generally pay during the first quarter of each year, or hiring or retention payments or bonuses which are paid throughout the year. Also, the timing of future acquisitions and other investments and the cost of integrating them may cause fluctuations in our operating results and related cash flows.

Our failure to execute our business strategy or manage future growth successfully could adversely affect our revenues and results of operations

Any failure on our part to execute our business strategy or manage future growth successfully could adversely affect our revenues and results of operations. In the future, we could open offices in new geographic areas, including foreign locations, and expand our employee base as a result of internal growth and acquisitions. Opening and managing new offices often requires extensive management supervision and increases our overall selling, general, and administrative expenses. Expansion creates new and increased management, consulting, and training responsibilities for our employee consultants. Expansion also increases the demands on our internal systems, procedures, and controls, and on our managerial, administrative, financial, marketing, and other resources. We depend heavily upon the managerial, operational, and administrative skills of our executive officers to manage our expansion and business strategy. New responsibilities and demands may adversely affect the overall quality of our work.

Competition from other litigation, regulatory, financial, and management consulting firms could hurt our business

The market for litigation, regulatory, financial, and management consulting services is intensely competitive, highly fragmented, and subject to rapid change. We may be unable to compete successfully with our existing competitors or with any new competitors. In general, there are few barriers to entry into our markets, and we expect to face additional competition from new entrants into the economic

and management consulting industries. In the litigation, regulatory, and financial consulting markets, we compete primarily with other economic and financial consulting firms and individual academics. In the management consulting market, we compete primarily with other business and management consulting firms, specialized or industry-specific consulting firms, the consulting practices of large accounting firms, and the internal professional resources of existing and potential clients. Many of our competitors have national or international reputations as well as significantly greater personnel, financial, managerial, technical, and marketing resources than we do, which could enhance their ability to respond more quickly to technological changes, finance acquisitions, and fund internal growth. Some of our competitors also have a significantly broader geographic presence and significantly more resources than we do.

Clients can terminate engagements with us at any time

Many of our engagements depend upon disputes, proceedings, or transactions that involve our clients. Our clients may decide at any time to seek to resolve the dispute or proceeding, abandon the transaction, or file for bankruptcy. Our engagements can therefore terminate suddenly and without advance notice to us. If an engagement is terminated unexpectedly, our employee consultants working on the engagement could be underutilized until we assign them to other projects. In addition, because much of our work is project-based rather than recurring in nature, our consultants' utilization depends on our ability to secure additional engagements on a continual basis. Accordingly, the termination or significant reduction in the scope of a single large engagement could reduce our utilization and have an immediate adverse impact on our revenues and results of operations.

Information or technology systems failures, or a compromise of our or our client's confidential or proprietary information, could have a material adverse effect on our reputation, business and results of operations

We rely upon information and technology infrastructure and systems to operate, manage and run our business and to provide services to our clients. This includes infrastructure and systems for receiving, storing, hosting, analyzing, transmitting and securing our and our clients' sensitive, confidential or proprietary information, including, but not limited to, health and other personally-identifiable information and commercial, financial and consumer data. Our ability to secure and maintain the confidentiality of this information is critical to our reputation and the success of our businesses. We may be affected by or subject to events that are out of our control, including, but not limited to, viruses, malicious software, worms, failures in our or our third party hosting sites' information and technology systems, disruptions in the Internet or electricity grids, natural disasters, terrorism and malicious attacks, and unauthorized intrusions by unknown third parties. Any of these events could disrupt our or our client's business operations or cause us or our clients to incur unanticipated losses and reputational damage, which could have a material adverse effect on our business and results of operations.

In addition, our or our clients' sensitive, confidential or proprietary information could be compromised, whether intentionally or unintentionally, by our employees, outside consultants, vendors, or rogue third-party "hackers" or enterprises. A breach or compromise of the security of our information technology systems or infrastructure, or our processes for securing sensitive, confidential or proprietary information, could result in the loss or misuse of this information. Any such loss or misuse could result in our suffering claims, fines, damages, losses or reputational damage, any of which could have a material adverse effect on our business and results of operations.

Potential conflicts of interests may preclude us from accepting some engagements

We provide our services primarily in connection with significant or complex transactions, disputes, or other matters that are usually adversarial or that involve sensitive client information. Our engagement by a client may preclude us from accepting engagements with the client's competitors or adversaries because of conflicts between their business interests or positions on disputed issues or other reasons. Accordingly, the nature of our business limits the number of both potential clients and

potential engagements. Moreover, in many industries in which we provide consulting services, such as in the telecommunications industry, there has been a continuing trend toward business consolidations and strategic alliances. These consolidations and alliances reduce the number of potential clients for our services and increase the chances that we will be unable to continue some of our ongoing engagements or accept new engagements as a result of conflicts of interests.

We derive revenue from a limited number of large engagements

We derive a portion of our revenues from a limited number of large engagements. If we do not obtain a significant number of new large engagements each year, our business, financial condition, and results of operations could suffer. In general, the volume of work we perform for any particular client varies from year to year, and due to the specific engagement nature of our practice, a major client in one year may not hire us in the following year.

Our international operations create risks

Our international operations carry financial and business risks, including:

- currency fluctuations that could adversely affect our financial position and operating results;
- unexpected changes in trading policies, regulatory requirements, tariffs, and other barriers;
- restrictions on the repatriation of earnings;
- potentially adverse tax consequences, such as trapped foreign losses or changes in statutory tax rates;
- the impact of differences in the governmental, legal and regulatory environment in foreign jurisdictions, as well as U.S. laws and regulations related to our foreign operations;
- less stable political and economic environments; and
- civil disturbances or other catastrophic events that reduce business activity.

If our international revenues increase relative to our total revenues, these factors could have a more pronounced effect on our operating results.

Our entry into new lines of business could adversely affect our results of operations

If we attempt to develop new practice areas or lines of business outside our core litigation, regulatory, financial, and management consulting services, those efforts could harm our results of operations. Our efforts in new practice areas or new lines of business involve inherent risks, including risks associated with inexperience and competition from mature participants in the markets we enter. Our inexperience in these new practice areas or lines of business may result in costly decisions that could harm our business.

Fluctuations in our quarterly revenues and results of operations could depress the market price of our common stock

We may experience significant fluctuations in our revenues and results of operations from one quarter to the next. If our revenues or net income in a quarter fall or falls below the expectations of securities analysts or investors, the market price of our common stock could fall significantly. Our results of operations in any quarter can fluctuate for many reasons, including:

- our ability to implement rate increases or maintain rates;
- the number, scope, and timing of ongoing client engagements;
- the extent to which we can reassign our employee consultants efficiently from one engagement to the next;

- the extent to which our employee consultants or clients take holiday, vacation, and sick time, including traditional seasonality related to summer vacation and holiday schedules;
- employee hiring;
- the extent of revenue realization or cost overruns;
- fluctuations in the results and continuity of the operations of our software subsidiary, NeuCo;
- fluctuations in our provision for income taxes due to changes in income arising in various tax jurisdictions, valuation allowances, non-deductible expenses, and changes in estimates of our uncertain tax positions;
- fluctuations in interest rates;
- currency fluctuations that could adversely affect our financial position and operating results; and
- collectability of receivables and unbilled work in process.

Because we generate most of our revenues from consulting services that we provide on an hourly fee basis, our revenues in any period are directly related to the number of our employee consultants, their billing rates, and the number of billable hours they work in that period. We have a limited ability to increase any of these factors in the short term. Accordingly, if we underutilize our consultants during one part of a fiscal period, we may be unable to compensate by augmenting revenues during another part of that period. In addition, we are occasionally unable to utilize fully any additional consultants that we hire, particularly in the quarter in which we hire them. Moreover, a significant majority of our operating expenses, primarily office rent and salaries, are fixed in the short term. As a result, any failure of our revenues to meet our projections in any quarter could have a disproportionate adverse effect on our net income. For these reasons, we believe our historical results of operations are not necessarily indicative of our future performance.

Our engagements may result in professional liability and we may be subject to other litigation, claims or assessments

Our services typically involve difficult analytical assignments and carry risks of professional and other liability. Many of our engagements involve matters that could have a severe impact on a client's business, and cause the client to lose significant amounts of money, or prevent the client from pursuing desirable business opportunities. Accordingly, if a client is dissatisfied with our performance, the client could threaten or bring litigation in order to recover damages or to contest its obligation to pay our fees. Litigation alleging that we performed negligently, disclosed client confidential information, or otherwise breached our obligations to the client could expose us to significant liabilities to our clients and other third parties and tarnish our reputation.

Despite our efforts to prevent litigation, from time to time we are party to various lawsuits, claims, or assessments in the ordinary course of business. Disputes may arise, for example, from business acquisitions, employment issues, regulatory actions, and other business transactions. The costs and outcome of any lawsuits or claims could have a material adverse effect on us.

Acquisitions may disrupt our operations or adversely affect our results

We regularly evaluate opportunities to acquire other businesses. The expenses we incur evaluating and pursuing acquisitions could adversely affect our results of operations. If we acquire a business, we may be unable to manage it profitably or successfully integrate its operations with our own. Moreover, we may be unable to realize the financial, operational, and other benefits we anticipate from these acquisitions or any other acquisition. Many potential acquisition targets do not meet our criteria, and, for those that do, we face significant competition for these acquisitions from our direct competitors, private equity funds, and other enterprises. Competition for future acquisition opportunities in our markets could increase the price we pay for businesses we acquire and could reduce the number of

potential acquisition targets. Further, acquisitions may involve a number of special financial and business risks, such as:

- diversion of our management's time, attention, and resources;
- decreased utilization during the integration process;
- loss of key acquired personnel;
- increased costs to improve or coordinate managerial, operational, financial, and administrative systems including compliance with the Sarbanes-Oxley Act of 2002;
- dilutive issuances of equity securities, including convertible debt securities;
- the assumption of legal liabilities;
- amortization of acquired intangible assets;
- potential write-offs related to the impairment of goodwill, including if our enterprise value declines below certain levels;
- difficulties in integrating diverse corporate cultures; and
- additional conflicts of interests.

Our clients may be unable or unwilling to pay us for our services

Our clients include some companies that may from time to time encounter financial difficulties, particularly during a downward trend in the economy, or may dispute the services we provide. If a client's financial difficulties become severe or a dispute arises, the client may be unwilling or unable to pay our invoices in the ordinary course of business, which could adversely affect collections of both our accounts receivable and unbilled services. On occasion, some of our clients have entered bankruptcy, which has prevented us from collecting amounts owed to us. The bankruptcy of a client with a substantial accounts receivable could have a material adverse effect on our financial condition and results of operations. Historically, a small number of clients who have paid sizable invoices have later declared bankruptcy, and a court determination that we were not properly entitled to any of those payments may require repayment of some or all of them, which could adversely affect our financial condition and results of operations.

Additionally, from time to time, we may derive a significant amount of revenue from government agencies in the United States. Because we may derive a significant percentage of our revenue from contracts with the Federal government, changes in Federal government budgetary priorities could directly affect our financial performance. This could result in the cancellation of contracts and/or the incurrence of substantial costs without reimbursement under our contracts with the U.S. government, which could have a negative effect on our business, financial condition, results of operations and cash flows.

The market price of our common stock may be volatile

The market price of our common stock has fluctuated widely and may continue to do so. Many factors could cause the market price of our common stock to rise and fall. Some of these factors are:

- variations in our quarterly results of operations;
- the hiring or departure of key personnel or non-employee experts;
- changes in our professional reputation;
- the introduction of new services by us or our competitors;
- acquisitions or strategic alliances involving us or our competitors;
- changes in accounting principles or methods;

- changes in estimates of our performance or recommendations by securities analysts;
- future sales of shares of common stock in the public market; and
- market conditions in the industry and the economy as a whole.

In addition, the stock market often experiences significant price and volume fluctuations. These fluctuations are often unrelated to the operating performance of particular companies. These broad market fluctuations may adversely affect the market price of our common stock. When the market price of a company's stock drops significantly, shareholders often institute securities class action litigation against that company. Any litigation against us could cause us to incur substantial costs, divert the time and attention of our management and other resources, or otherwise harm our business.

Our performance could be affected if employees and non-employee experts default on loans

We utilize forgivable loans and term loans with some of our employees and non-employee experts, other than our executive officers, as a way to attract and retain them. A portion of these loans is collateralized. Defaults under these loans could have a material adverse effect on our consolidated statements of operations, financial condition and liquidity.

Fluctuations in the types of service contracts we enter into may adversely impact revenue and results of operations

We derive a portion of our revenues from fixed-price contracts. These contracts are more common in our management consulting area, and would likely grow in number with expansion of that area. Fluctuations in the mix between time-and-material contracts, fixed-price contracts and arrangements with fees tied to performance-based criteria may result in fluctuations of revenue and results of operations. In addition, if we fail to estimate accurately the resources required for a fixed-price project or fail to satisfy our contractual obligations in a manner consistent with the project budget, we might generate a smaller profit or incur a loss on the project. On occasion, we have had to commit unanticipated additional resources to complete projects, and we may have to take similar action in the future, which could adversely affect our revenues and results of operations.

Our stock repurchase programs could affect the market price of our common stock and increase its volatility

Our Board of Directors has from time to time authorized repurchase programs of our outstanding common stock. Under these stock repurchase programs, we are authorized to repurchase, from time-to-time, shares of our outstanding common stock on the open market or in privately negotiated transactions. The timing and amount of stock repurchases is determined based upon our evaluation of market conditions and other factors. Any stock repurchase program may be suspended, modified or discontinued at any time, and we have no obligation to repurchase any amount of our common stock under any program. Repurchases pursuant to our stock repurchase programs could affect the market price of our common stock and increase its volatility. Any termination of one of our stock repurchase programs could cause a decrease in the market price of our common stock price, and the existence of a stock repurchase program could cause our stock price to be higher than it would be in the absence of such a program and could potentially reduce the market liquidity of our common stock. There can be no assurance that any stock repurchases under these programs will enhance stockholder value because the market price of our common stock may decline below the levels at which those repurchases were made. Although our stock repurchase programs are intended to enhance long-term stockholder value, short-term fluctuations in the market price of our common stock could reduce the programs' effectiveness.

We may need to take material write-offs for the impairment of goodwill and other intangible assets, including if our market capitalization declines

As further described in our Notes to Consolidated Financial Statements, goodwill and intangible assets with indefinite lives are monitored annually for impairment, or more frequently, if events or

circumstances exist that would more likely than not reduce the fair value of a reporting unit below its carrying amount. In performing the first step of the goodwill impairment testing and measurement process, we compare the estimated fair value of each of our reporting units to its net book value to identify potential impairment. We estimate the fair value of our consulting business utilizing our market capitalization, plus an appropriate control premium less the estimated fair value of NeuCo. Market capitalization is determined by multiplying the shares outstanding on the test date by the market price of our common stock on that date. We determine the control premium utilizing a discounted cash flow model that takes into consideration our forecasted results as well as appropriate industry, market and other pertinent factors, including indications of such premiums from data on recent acquisition transactions. The fair value of NeuCo is determined using an income approach which measures the value of the enterprise based on an expected stream of earnings over time. If the estimated fair value of a reporting unit is less than its net book value, the second step is performed to determine if goodwill is impaired. If through the impairment evaluation process a reporting unit determines that goodwill has been impaired, an impairment charge would be recorded in our consolidated income statement.

A goodwill impairment charge in any period would have the effect of decreasing our earnings in such period. If we are required to take a substantial impairment charge, our reported operating results would be materially adversely affected in such period, though such a charge would have no impact on cash flows or working capital.

Our debt obligations may adversely impact our financial performance

We rely on our cash and cash equivalents, cash flows from operations and borrowings under our credit agreement to fund our short-term and anticipated long-term operating activities. We have a revolving line of credit with our bank for \$125.0 million. The amounts available under this line of credit are constrained by various financial covenants and reduced by certain letters of credit outstanding. Our loan agreement with the bank will mature on April 24, 2018. At January 2, 2016, we had no borrowings outstanding under the credit agreement and approximately \$122.5 million available for future borrowings, after consideration of outstanding letters of credit. The degree to which we are leveraged could adversely affect our ability to obtain further financing for working capital, acquisitions or other purposes and could make us more vulnerable to industry downturns and competitive pressures. Our ability to secure short-term and long-term debt or equity financing in the future will depend on several factors, including our future profitability, the levels of our debt and equity, restrictions under our existing revolving line of credit, and the overall credit and equity market environments.

We could incur substantial costs protecting our proprietary rights from infringement or defending against a claim of infringement

As a professional services organization, we rely on non-competition and non-solicitation agreements with many of our employees and non-employee experts to protect our proprietary rights. These agreements, however, may offer us only limited protection and may not be enforceable in every jurisdiction. In addition, we may incur substantial costs trying to enforce these agreements.

Our services may involve the development of custom business processes or solutions for specific clients. In some cases, the clients retain ownership or impose restrictions on our ability to use the business processes or solutions developed from these projects. Issues relating to the ownership of business processes or solutions can be complicated, and disputes could arise that affect our ability to resell or reuse business processes or solutions we develop for clients.

In recent years, there has been significant litigation in the U.S. involving patents and other intellectual property rights. We could incur substantial costs in prosecuting or defending any intellectual property litigation, which could adversely affect our operating results and financial condition.

Despite our efforts to protect our proprietary rights, unauthorized parties may attempt to obtain and use information that we regard as proprietary. Litigation may be necessary in the future to enforce our proprietary rights, to protect our trade secrets, to determine the validity and scope of the

proprietary rights of others or to defend against claims of infringement or invalidity. Any such resulting litigation could result in substantial costs and diversion of resources and could adversely affect our business, operating results and financial condition. Any failure by us to protect our proprietary rights, or any court determination that we have either infringed or lost ownership of proprietary rights could adversely affect our business, operating results and financial condition.

Insurance and claims expenses could significantly reduce our profitability

We are exposed to claims related to group health insurance. We self-insure a portion of the risk associated with these claims. If the number or severity of claims increases, or we are required to accrue or pay additional amounts because the claims prove to be more severe than our original assessment, our operating results would be adversely affected. Our future insurance and claims expense might exceed historical levels, which could reduce our earnings. We expect to periodically assess our self-insurance strategy. We are required to periodically evaluate and adjust our claims reserves to reflect our experience. However, ultimate results may differ from our estimates, which could result in losses over our reserved amounts. We maintain individual and aggregate medical plan stop loss insurance with licensed insurance carriers to limit our ultimate risk exposure for any one case and for our total liability.

Many businesses are experiencing the impact of increased medical costs as well as greater variability in ongoing costs. As a result, our insurance and claims expense could increase, or we could raise our self-insured retention when our policies are renewed. If these expenses increase or we experience a claim for which coverage is not provided, results of our operations and financial condition could be materially and adversely affected.

Our charter and by-laws, and Massachusetts law may deter takeovers

Our amended and restated articles of organization and amended and restated by-laws and Massachusetts law contain provisions that could have anti-takeover effects and that could discourage, delay, or prevent a change in control or an acquisition that our shareholders may find attractive. These provisions may also discourage proxy contests and make it more difficult for our shareholders to take some corporate actions, including the election of directors. These provisions could limit the price that investors might be willing to pay for shares of our common stock.

Item 1B—Unresolved Staff Comments

Not applicable.

Item 2—Properties

In the aggregate, as of January 2, 2016, we leased approximately 279,306 square feet of office space in locations around the world. Additionally, NeuCo leases approximately 8,450 square feet of office space.

All of our offices are electronically linked and have access to our core consulting tools. We believe our existing facilities are adequate to meet our current requirements and that suitable space will be available as needed. See note 15 to our Notes to Consolidated Financial Statements for details on material leases.

Item 3—Legal Proceedings

None.

Item 4—Mine Safety Disclosures

Not applicable.

PART II

Item 5—Market for Registrant's Common Equity, Related Shareholder Matters and Issuer Purchases of Equity Securities

Market Information. We first offered our common stock to the public on April 23, 1998. Our common stock is traded on the NASDAQ Global Select Market under the symbol CRAI. The following table provides the high and low sales prices of our common stock as reported on the NASDAQ Global Select Market for the periods indicated.

<u>Fiscal Year Ended January 2, 2016</u>	<u>High</u>	<u>Low</u>
January 4, 2015 to April 4, 2015	\$ 32.47	\$ 28.11
April 5, 2015 to July 4, 2015	\$ 32.23	\$ 25.89
July 5, 2015 to October 3, 2015	\$ 28.06	\$ 21.02
October 4, 2015 to January 2, 2016	\$ 24.70	\$ 17.77

<u>Fiscal Year Ended January 3, 2015</u>	<u>High</u>	<u>Low</u>
December 29, 2013 to March 29, 2014	\$ 23.84	\$ 17.63
March 30, 2014 to June 28, 2014	\$ 23.80	\$ 19.10
June 29, 2014 to September 27, 2014	\$ 28.49	\$ 22.62
September 28, 2014 to January 3, 2015	\$ 32.50	\$ 24.64

Shareholders. We had approximately 111 holders of record of our common stock as of January 29, 2016. This number does not include shareholders for whom shares were held in a "nominee" or "street" name.

Dividends. We have not paid any cash dividends in the past and we do not anticipate paying any cash dividends in the foreseeable future. In addition, the terms of our bank line of credit place restrictions on our ability to pay cash dividends on our common stock.

Repurchases of Equity Securities. The following table provides information about our repurchases of shares of our common stock during the fourth quarter ended January 2, 2016. During that period, we did not act in concert with any affiliate or any other person to acquire any of our common stock and, accordingly, we do not believe that purchases by any such affiliate or other person (if any) are reportable in the following table. For purposes of this table, we have divided the quarter into three periods of four, four and five weeks to coincide with our reporting periods during the fourth quarter of fiscal 2015.

Issuer Purchases of Equity Securities

<u>Period</u>	<u>(a) Total Number of Shares Purchased(1)(2)</u>	<u>(b) Average Price Paid per Share(1)(2)</u>	<u>(c) Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs(2)</u>	<u>(d) Maximum Number (or Approximate Dollar Value) of Shares that May Yet Be Purchased Under the Plans or Programs(2)</u>
October 4, 2015 to October 31, 2015	—	—	—	\$ 10,103,349
November 1, 2015 to November 28, 2015	113,035	\$ 22.47	88,492	\$ 8,104,684
November 29, 2015 to January 2, 2016	—	—	—	\$ 8,104,684

- (1) During the four weeks ended November 28, 2015, we accepted 24,543 shares of our common stock as a tax withholding from certain of our employees, in connection with the vesting of restricted shares that

occurred during the period, pursuant to the terms of our 2006 equity incentive plan, at the average price per share of \$22.06.

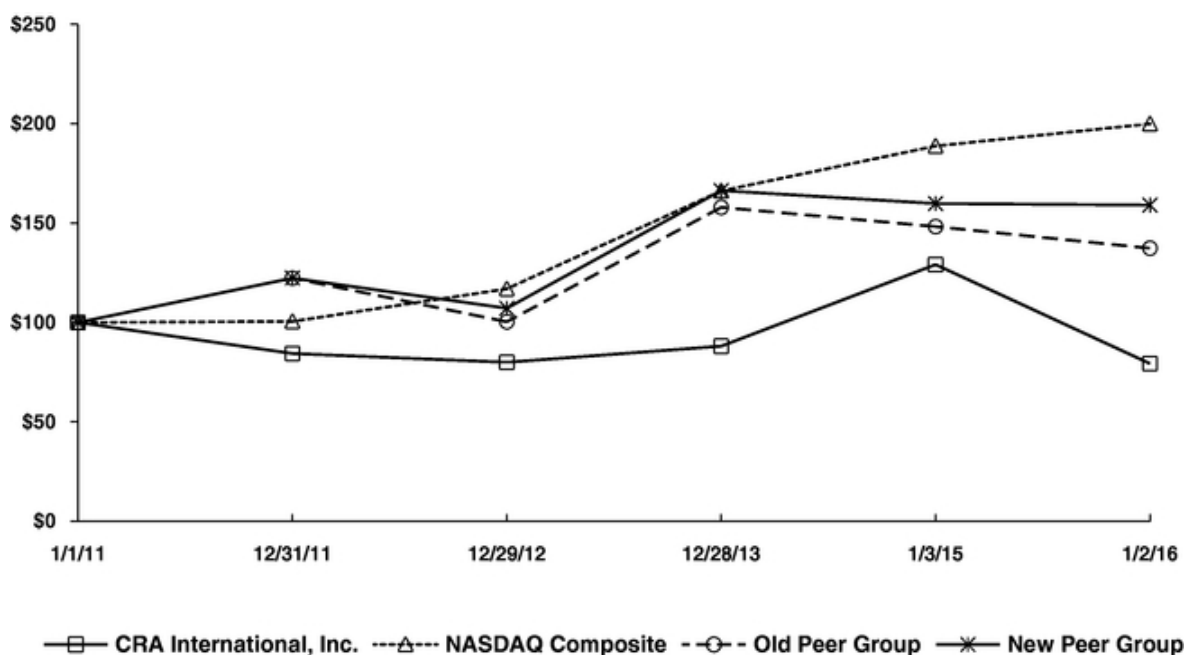
- (2) On August 10, 2012, February 13, 2014, and October 23, 2014, we announced that our Board of Directors approved share repurchase programs of up to \$5.0 million, \$15.0 million, and \$30.0 million, respectively, of our common stock. We may repurchase shares under any of these programs in open market purchases (including through any Rule 10b5-1 plan adopted by us) or in privately negotiated transactions in accordance with applicable insider trading and other securities laws and regulations. We expect to continue to repurchase shares under these programs.

Shareholder Return Performance Graph. The graph below compares the cumulative 5-year total return of holders of our common stock with the cumulative total returns of the NASDAQ Composite index, and a customized peer group of three companies and four companies, respectively, listed in notes 1 and 2 below.

- (1.) The three companies included in our first customized peer group, referred to below as the "Old Peer Group," are: FTI Consulting, Inc., Huron Consulting Group Inc. and Navigant Consulting, Inc.
- (2.) The four companies included in our second customized peer group, referred to below as the "New Peer Group," are: FTI Consulting, Inc., Huron Consulting Group Inc., Exponent Inc. (which was added this year) and Navigant Consulting, Inc.

The graph tracks the performance of a \$100 investment in our common stock, in each peer group, and in a market index (with the reinvestment of all dividends) from January 1, 2011 to January 2, 2016. We paid no cash or stock dividends during the period shown. The performance of the market index and the peer group indices is shown on a total return (dividends reinvested) basis.

COMPARISON OF 5 YEAR CUMULATIVE TOTAL RETURN*
 Among CRA International, Inc., the NASDAQ Composite Index,
 Old Peer Group and New Peer Group



* \$100 invested on 1/1/11 in stock or 12/31/10 index, including reinvestment of dividends. Index calculated on month-end basis.

	1/1/11	12/31/11	12/29/12	12/28/13	1/3/15	1/2/16
CRA International, Inc.	100.00	84.39	79.97	88.09	129.14	79.33
NASDAQ Composite	100.00	100.53	116.92	166.19	188.78	199.95
Old Peer Group	100.00	122.32	100.37	157.93	148.25	137.35
New Peer Group	100.00	122.34	107.16	166.38	159.83	159.06

The stock price performance included in this graph is not necessarily indicative of future stock price performance.

Item 6—Selected Financial Data

The following selected consolidated financial data for each of the fiscal years in the five-year period ended January 2, 2016, has been derived from our audited consolidated financial statements.

	January 2, 2016 (52 weeks)	January 3, 2015 (53 weeks)	December 28, 2013 (52 weeks)	December 29, 2012 (52 weeks)	December 31, 2011 (52 weeks)
Consolidated Statements of Operations Data(1):					
Revenues	\$ 303,559	\$ 306,371	\$ 278,432	\$ 270,390	\$ 305,228
Costs of services	207,650	206,813	189,262	182,381	199,383
Gross profit	95,909	99,558	89,170	88,009	105,845
Selling, general and administrative expenses	72,439	69,074	64,242	67,235	71,752
Depreciation and amortization	6,552	6,443	6,411	7,190	5,029
Goodwill impairment(4)	4,524	—	—	71,394	—
Income (loss) from operations	12,394	24,041	18,517	(57,810)	29,064
Interest income	45	163	155	264	332
Interest expense	(583)	(594)	(574)	(300)	(908)
NeuCo gain on extinguishment of debt	606	—	—	—	—
Other expense, net	(647)	(295)	(180)	(177)	(405)
Income (loss) before (provision) benefit for income taxes and equity method investment loss, net of tax	11,815	23,315	17,918	(58,023)	28,083
(Provision) benefit for income taxes	(5,490)	(9,908)	(6,683)	5,180	(11,138)
Net income (loss)	6,325	13,407	11,235	(52,843)	16,945
Net (income) loss attributable to noncontrolling interest, net of tax	1,332	231	135	(147)	(94)
Net income (loss) attributable to CRA International, Inc.:	<u>\$ 7,657</u>	<u>\$ 13,638</u>	<u>\$ 11,370</u>	<u>\$ (52,990)</u>	<u>\$ 16,851</u>
Net income (loss) per share attributable to CRA International, Inc.(2):					
Basic	<u>\$ 0.84</u>	<u>\$ 1.40</u>	<u>\$ 1.13</u>	<u>\$ (5.21)</u>	<u>\$ 1.60</u>
Diluted	<u>\$ 0.83</u>	<u>\$ 1.38</u>	<u>\$ 1.12</u>	<u>\$ (5.21)</u>	<u>\$ 1.57</u>
Weighted average number of shares outstanding(2):					
Basic	<u>9,010</u>	<u>9,747</u>	<u>10,084</u>	<u>10,167</u>	<u>10,555</u>
Diluted	<u>9,195</u>	<u>9,897</u>	<u>10,173</u>	<u>10,167</u>	<u>10,739</u>
Consolidated Balance Sheet Data(1):					
Working capital(3)	\$ 54,336	\$ 56,256	\$ 57,197	\$ 87,657	\$ 86,753
Total assets(3)	313,717	313,472	320,137	290,861	364,523
Total long-term debt	—	981	1,007	1,007	1,631
Total shareholders' equity	211,068	214,704	224,637	212,234	268,407

- (1) On January 31, 2013, we announced that an approximate 40-person litigation consulting team had joined us, effective February 1, 2013. Under the terms of the transaction, we acquired certain intangible assets, accounts receivable, and certain client projects currently underway. This acquisition was accounted for under the purchase accounting method, and the results of operations for this acquisition have been included in the accompanying statements of operations from the date of acquisition.

- (2) Basic net income (loss) per share represents net income (loss) divided by the weighted average shares of common stock outstanding during the period. Diluted net income per share represents net income divided by the weighted average shares of common stock and common stock equivalents outstanding during the period, if applicable. Weighted average shares used in diluted net income per share include common stock equivalents arising from stock options, unvested restricted stock, time-vesting unvested restricted stock units, and shares underlying our debentures using the treasury stock method. All common stock equivalents were excluded in fiscal 2012
- (3) During the fourth quarter of fiscal year 2015, we retrospectively adopted ASU-2015-17, *Balance Sheet Classification of Deferred Taxes*, which required a reclassification of current deferred tax assets and liabilities to non-current. As a result, the current assets and current liabilities amounts have been adjusted for fiscal years 2014, 2013, 2012, and 2011 to conform prior period classifications to the new guidance.
- (4) See note 4 to our Notes to Consolidated Financial Statements.

Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations

Overview

We are a leading worldwide economic, financial, and management consulting firm that applies advanced analytic techniques and in-depth industry knowledge to complex engagements for a broad range of clients.

We derive revenues principally from professional services rendered by our employee consultants. In most instances, we charge clients on a time-and-materials basis and recognize revenues in the period when we provide our services. We charge consultants' time at hourly rates, which vary from consultant to consultant depending on a consultant's position, experience, expertise, and other factors. We derive a portion of our revenues from fixed-price engagements. Revenues from fixed-price engagements are recognized using a proportional performance method based on the ratio of costs incurred, substantially all of which are labor-related, to the total estimated project costs. We generate substantially all of our professional services fees from the work of our own employee consultants and a portion from the work of our non-employee experts. Factors that affect our professional services revenues include the number and scope of client engagements, the number of consultants we employ, the consultants' billing rates, and the number of hours our consultants work. Revenues also include reimbursements, which include reimbursements for travel and other out-of-pocket expenses, outside consultants, and other reimbursable expenses.

Our costs of services include the salaries, bonuses, share-based compensation expense, and benefits of our employee consultants. Our bonus program awards discretionary bonuses based on our revenues and profitability and individual performance. Costs of services also include out-of-pocket and other expenses, and the salaries of support staff whose time is billed directly to clients, such as librarians, editors, and programmers, as well as the amounts billed to us by our non-employee experts for services rendered while completing a project. Selling, general, and administrative expenses include salaries, bonuses, share-based compensation expense, and benefits of our administrative and support staff, fees to non-employee experts for generating new business, office rent, marketing, and other costs.

Utilization and Seasonality

We derive the majority of our revenues from the number of hours worked by our employee consultants. Our utilization of those employee consultants is one key indicator that we use to measure our operating performance. We calculate utilization by dividing the total hours worked by our employee consultants on engagements during the measurement period by the total number of hours that our employee consultants were available to work during that period. Utilization was 74%, 76%, and 73% for fiscal 2015, fiscal 2014, and fiscal 2013, respectively.

We experience certain seasonal effects that impact our revenue. Concurrent vacations or holidays taken by a large number of consultants can adversely impact our revenue. For example, we usually

experience fewer billable hours in our fiscal third quarter, as that is the summer vacation season for most of our offices, and in our fiscal fourth quarter, as that is the quarter that typically includes the December holiday season.

International Operations

Revenues outside of the U.S. accounted for approximately 20%, 22%, and 22% of our total revenues in fiscal 2015, fiscal 2014, and fiscal 2013, respectively. Revenue by country is detailed in note 12 to our Notes to Consolidated Financial Statements.

Noncontrolling Interest

Our ownership interest in NeuCo is 55.89%. NeuCo's financial results have been consolidated with ours and the portion of NeuCo's results allocable to its other owners is shown as "noncontrolling interest." NeuCo's revenues, which are comprised of software sales and maintenance service revenue included in our consolidated statements of operations for fiscal 2015, fiscal 2014, and fiscal 2013 totaled approximately \$3.8 million, \$4.8 million, and \$5.1 million, respectively. NeuCo's net loss included in our consolidated statements of operations for fiscal 2015, fiscal 2014 and fiscal 2013 was approximately \$3.0 million, \$0.5 million and \$0.3 million, respectively. NeuCo's net loss, net of amounts allocable to its other owners, included in our consolidated statements of operations for fiscal 2015, fiscal 2014 and fiscal 2013 was approximately \$1.3 million, \$0.2 million and \$0.2 million, respectively.

In accordance with ASC Topic 350, "Intangibles—Goodwill and Other," goodwill and intangible assets with indefinite lives are monitored annually for impairment, or more frequently, as necessary, if events or circumstances exist that would more likely than not reduce the fair value of the reporting unit below its carrying amount. During the fourth quarter of 2015 it was determined that NeuCo's net book value exceeded the fair value of its equity. Therefore, it was required to perform a step two goodwill impairment test, which resulted in an impairment charge of \$4.5 million.

Critical Accounting Policies

The discussion and analysis of our financial condition and results of operations are based upon our consolidated financial statements, which have been prepared in accordance with U.S. GAAP. The preparation of these financial statements requires us to make significant estimates and judgments that affect the reported amounts of assets, liabilities, revenues, and expenses, as well as related disclosure of contingent assets and liabilities. Estimates in these consolidated financial statements include, but are not limited to, accounts and unbilled receivable allowances, revenue recognition on fixed price contracts, depreciation of property and equipment, share-based compensation, valuation of acquired intangible assets, impairment of long-lived assets and goodwill, accrued and deferred income taxes, valuation allowances on deferred tax assets, accrued compensation, accrued exit costs, and other accrued expenses. These items are monitored and analyzed by management for changes in facts and circumstances, and material changes in these estimates could occur in the future. Changes in estimates are recorded in the period in which they become known. We base our estimates on historical experience and various other assumptions that we believe to be reasonable under the circumstances. Actual results may differ from our estimates if our assumptions based on past experience or our other assumptions do not turn out to be substantially accurate.

A summary of the accounting policies that we believe are most critical to understanding and evaluating our financial results is set forth below. This summary should be read in conjunction with our consolidated financial statements and the related notes included in Item 8 of this annual report on Form 10-K.

Revenue Recognition and Accounts Receivable Allowances. We derive substantially all of our revenues from the performance of professional services. The contracts that we enter into and operate under specify whether the engagement will be billed on a time-and-materials or a fixed-price basis.

These engagements generally last three to six months, although some of our engagements can be much longer in duration. Each contract must be approved by one of our vice presidents.

We recognize substantially all of our revenues under written service contracts when the fee is fixed or determinable, as the services are provided, and only in those situations where collection from the client is reasonably assured. In certain cases we provide services to our clients without sufficient contractual documentation, or fees are tied to performance-based criteria, which require us to defer revenue in accordance with U.S. GAAP. In these cases, these amounts are fully reserved until all criteria for recognizing revenue are met.

Our revenues include projects secured by our non-employee experts as well as projects secured by our employees. We recognize all project revenue on a gross basis based on the consideration of the criteria set forth in Accounting Standards Codification ("ASC") Topic 605-45, *Principal Agent Considerations*.

Most of our revenue is derived from time-and-materials service contracts. Revenues from time-and-materials service contracts are recognized as the services are provided based upon hours worked and contractually agreed-upon hourly rates, as well as indirect fees based upon hours worked.

Revenues from a majority of our fixed-price engagements are recognized on a proportional performance method based on the ratio of costs incurred, substantially all of which are labor-related, to the total estimated project costs. In general, project costs are classified in costs of services and are based on the direct salary of the consultants on the engagement plus all direct expenses incurred to complete the engagement, including any amounts billed to us by our non-employee experts. The proportional performance method is used for fixed-price contracts because reasonably dependable estimates of the revenues and costs applicable to various stages of a contract can be made, based on historical experience and the terms set forth in the contract, and are indicative of the level of benefit provided to our clients. Fixed-price contracts generally convert to time-and-materials contracts in the event the contract terminates. Our management maintains contact with project managers to discuss the status of the projects and, for fixed-price engagements, management is updated on the budgeted costs and resources required to complete the project. These budgets are then used to calculate proportional performance ratios and to estimate the anticipated income or loss on the project. Occasionally, we have been required to commit unanticipated additional resources to complete projects, which has resulted in lower than anticipated income or losses on those contracts. We may experience similar situations in the future. Provisions for estimated losses on contracts are made during the period in which such losses become probable and can be reasonably estimated. To date, such losses have not been significant.

Revenues also include reimbursements, which include reimbursement for travel and other out-of-pocket expenses, outside consultants, and other reimbursable expenses. Our average days sales outstanding (DSOs) are calculated by dividing the sum of our accounts receivable and unbilled services balance, net of deferred revenue, at the end of the period by average daily revenues. Average daily revenues are calculated by dividing period revenues by the number of days in the period. Our project managers and finance personnel monitor payments from our clients and assess any collection issues. We maintain accounts receivable allowances for estimated losses resulting from disputed amounts or the inability of our clients to make required payments. We base our estimates on our historical collection experience, current trends, and credit policy. In determining these estimates, we examine historical write-offs of our receivables and review client accounts to identify any specific customer collection issues. If the financial condition of our customers were to deteriorate or disputes were to arise regarding the services provided, resulting in an impairment of their ability or intent to make payment, additional allowances may be required. A failure to estimate accurately the accounts receivable allowances and ensure that payments are received on a timely basis could have a material adverse effect on our business, financial condition, and results of operations.

Share-Based Compensation Expense. Share-based compensation cost is estimated at the grant date based on the fair value of the award and is recognized as expense over the requisite service period of the award. We use the Black-Scholes option-pricing model to estimate the fair value of stock options.

Option valuation models require the input of assumptions, including the expected life of the share-based awards, the expected stock price volatility, the risk-free interest rate, the expected forfeiture rates, and the expected dividend yield. The expected volatility and expected life are based on our historical experience. The risk-free interest rate is based on U.S. Treasury interest rates with corresponding terms consistent with the expected life of the share-based award. Expected dividend yield is not considered in the option pricing formula because we have not paid dividends in the past and we do not anticipate paying any dividends in the foreseeable future. We will update these assumptions if changes are warranted. The forfeiture rate is based upon historical experience. We believe that our historical experience is an appropriate indicator of future forfeitures.

Valuation of Goodwill and Other Intangible Assets. We account for our acquisitions under the purchase method of accounting. Goodwill represents the purchase price of acquired businesses in excess of the fair market value of net assets acquired. Intangible assets that are separate from goodwill and have determinable useful lives are valued separately. These intangible assets typically consist of non-competition agreements, customer relationships, customer lists, developed technology, and trademarks, which are generally amortized on a straight-line basis over their estimated remaining useful lives of four to ten years.

In accordance with ASC Topic 350, "Intangibles—Goodwill and Other" ("ASC Topic 350"), goodwill and intangible assets with indefinite lives are not subject to amortization, but are monitored annually as of October 15th for impairment, or more frequently, as necessary, if events or circumstances exist that would more likely than not reduce the fair value of the reporting unit below its carrying amount. For our goodwill impairment analysis, we operate under two reporting units, which are consulting services and NeuCo.

Under ASC Topic 350, in performing the first step of the goodwill impairment testing and measurement process, we compare the estimated value of each of our reporting units to its net book value to identify potential impairment. We estimate the fair value of our consulting business utilizing our market capitalization, plus an appropriate control premium, less the estimated fair value of NeuCo. Market capitalization is determined by multiplying our shares outstanding on the test date by the market price of our common stock on that date. We determine the control premium utilizing a discounted cash flow model that takes into consideration our forecasted results as well as appropriate industry, market and other pertinent factors, including indications of such premiums from data on recent acquisition transactions. The fair value of NeuCo is determined using an income approach which measures the value of the enterprise based on an expected stream of earnings over time. If the estimated fair value of a reporting unit is less than its net book value, the second step is performed to determine if goodwill is impaired. If through the impairment evaluation process a reporting unit determines that goodwill has been impaired, an impairment charge would be recorded in our consolidated income statement.

NeuCo incurred an impairment loss during the fourth quarter of fiscal 2015. CRA's consulting services did not incur an impairment loss related to goodwill during fiscal 2015, fiscal 2014 or fiscal 2013. The estimated fair value of CRA's consulting services was greater than its carrying value as of October 15th of each respective year.

The re-measurement of a reporting unit's fair value and that of its underlying assets and liabilities is classified as a Level 3 fair value assessment due to the significance of unobservable inputs developed using specific information from the reporting units. The fair value adjustment to goodwill, which resulted in NeuCo's impairment charge, was computed as the difference between NeuCo's fair value and the fair value of its underlying assets and liabilities. The unobservable inputs used to determine the fair value of the underlying assets and liabilities are based on our specific information such as estimates of revenue and cost growth rates, profit margins, discount rates, and cost estimated. See note 4, "Goodwill and Intangible Assets," for further details.

We assess the impairment of amortizable intangible assets whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Factors we consider important that could trigger an impairment review include the following:

- a significant underperformance relative to expected historical or projected future operating results;
- a significant change in the manner of our use of the acquired asset or the strategy for our overall business; and
- a significant negative industry or economic trend.

If we were to determine that an impairment evaluation is required, we would review the expected future undiscounted cash flows to be generated by the assets. If we determine that the carrying value of intangible assets may not be recoverable, we measure any impairment based on a projected discounted cash flow method using a discount rate determined by our management to be commensurate with the risk inherent in our current business model.

Accounting for Income Taxes. We record income taxes using the asset and liability method. Deferred tax assets and liabilities are recognized based upon anticipated future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective income tax bases, and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

Our financial statements contain certain deferred tax assets and liabilities that result from temporary differences between book and tax accounting, as well as net operating loss carryforwards. ASC Topic 740, "Income Taxes" ("ASC Topic 740"), requires the establishment of a valuation allowance to reflect the likelihood of realization of deferred tax assets. Significant management judgment is required in determining our provision for income taxes, our deferred tax assets and liabilities, and any valuation allowance recorded against our net deferred tax assets. We evaluate the weight of all available evidence to determine whether it is more likely than not that some portion or all of the deferred income tax assets will not be realized. The decision to record a valuation allowance requires varying degrees of judgment based upon the nature of the item giving rise to the deferred tax asset. As a result of operating losses incurred in certain of our foreign subsidiaries, and uncertainty as to the extent and timing of profitability in future periods, we have recorded valuation allowances on our tax loss carryforwards. In certain of these jurisdictions, the tax loss carryforwards do not expire. However, a deferred tax asset is not realizable even if it can be carried forward indefinitely. Furthermore, an indefinite-lived intangible giving rise to a deferred tax liability may not be used as a source of future taxable income that changes the need for a valuation allowance. If the realization of deferred tax assets is considered more likely than not, the corresponding release of the valuation allowance would increase net income in the period such determination was made. The amount of the deferred tax asset considered realizable is based on significant estimates, including forecasts of future income, and it is possible that changes in these estimates in the near term could materially affect our financial condition and results of operations.

Our effective tax rate may vary from period to period based on changes in estimated taxable income or loss, changes to the valuation allowance, changes to federal, state, or foreign tax laws, future expansion into areas with varying country, state, and local income tax rates, deductibility of certain costs, uncertain tax positions, and expenses by jurisdiction, and as a result of acquisitions or dispositions.

The calculation of our tax liabilities involves dealing with uncertainties in the application of complex tax regulations in several different tax jurisdictions. We are periodically reviewed by domestic and foreign tax authorities regarding the amount of taxes due. These reviews include questions

regarding the timing and amount of deductions and the allocation of income among various tax jurisdictions. We account for uncertainties in income tax positions in accordance with ASC Topic 740. The number of years with open tax audits varies depending on the tax jurisdiction. Our major taxing jurisdiction is the United States where we are no longer subject to U.S. federal examinations by the Internal Revenue Service for years before fiscal 2012. Within the significant states where we are subject to income tax, we are no longer subject to examinations by state taxing authorities before fiscal 2011. Our United Kingdom subsidiary's corporate tax returns are no longer subject to examination by Her Majesty's Revenue and Customs for fiscal years before fiscal 2011. During this fiscal year, 2015, we have concluded the examinations in France for fiscal 2011 and fiscal 2012, and we have effectively settled the examination in Germany for fiscal 2008 through 2011. We believe our reserves for uncertain tax positions are adequate.

Recent Accounting Standards

Leases (Topic 842)

In February 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2016-02, *Leases (Topic 842)* ("ASU 2016-02"). ASU 2016-02 establishes a comprehensive new lease accounting model. The new standard clarifies the definition of a lease, requires a dual approach to lease classification similar to current lease classifications, and causes lessees to recognize leases on the balance sheet as a lease liability with a corresponding right-of-use asset for leases with a lease term of more than twelve months. The new standard is effective for interim and annual periods beginning after December 15, 2018. Early adoption is permitted. The new standard requires a modified retrospective transition for capital or operating leases existing at or entered into after the beginning of the earliest comparative period presented in the financial statements, but it does not require transition accounting for leases that expire prior to the date of initial application. We have not yet determined the effects, if any, that the adoption of ASU 2016-02 may have on our financial position, results of operations, cash flows, or disclosures.

Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes

In November 2015, the Financial Accounting Standards Board ("FASB") updated Accounting Standards Codification ("ASC") Topic 740, *Income Taxes* to simplify the presentation of deferred taxes. ASU 2015-17, *Balance Sheet Classification of Deferred Taxes*, amends ASC Topic 740 by requiring the classification of all deferred tax liabilities and assets as noncurrent in a classified statement of financial position. The amendments in this ASU have no effect on entities not presenting a classified statement of financial position. The standard is effective for annual and interim periods beginning after December 15, 2016, for public business entities. Earlier application is permitted for all entities as of the beginning of an interim or annual reporting period. An entity may apply the amendments either prospectively to all deferred tax liabilities and assets or retrospectively to all periods presented. All entities would disclose the nature of and reason for the change in accounting principle in both the interim and annual period first adopted. For prospective application, an entity would note that prior periods were not retrospectively adjusted; for retrospective application, an entity would disclose quantitative information about the effects of the accounting change on prior periods. We early adopted ASU 2015-17, which resulted in the reclassification of \$20.5M from current deferred income taxes to

noncurrent deferred income taxes on our Consolidated Balance Sheets as of January 3, 2015. Adoption of ASU 2015-17 had no impact on our results of operations.

	January 3, 2015		
	As Filed	Reclass (in thousands)	As Adjusted
Current deferred income tax assets	\$ 20,638	\$ (20,638)	\$ —
Long-term deferred income tax assets	174	19,098	19,272
Current deferred income tax liabilities	(121)	121	—
Long-term deferred income tax liabilities	(3,027)	1,419	(1,608)
Net deferred tax assets	\$ 17,664	\$ —	\$ 17,664
Total current assets	165,167	(20,638)	144,529
Total assets	315,012	(1,540)	313,472
Total current liabilities	88,394	(121)	88,273
Total shareholder's equity	214,704	—	214,704

Business Combinations (Topic 805): Simplifying the Accounting for Measurement-Period Adjustments

In September 2015, the FASB issued ASU No. 2015-16, *Business Combinations (Topic 805): Simplifying the Accounting for Measurement-Period Adjustments* ("ASU 2015-16"). With the issuance of ASU 2015-16, the current guidance under FASB ASC 805 eliminates the requirement that an acquirer retrospectively adjust provisional amounts recognized in a business combination during the measurement period. The measurement period is one year from the date of the acquisition. The amendments in ASU 2015-16 require that an acquirer recognize adjustments to provisional amounts that are identified during the measurement period in the reporting period in which the adjustment amounts are determined. For public business entities, the amendments in this update are effective for fiscal years beginning after December 15, 2015, including interim periods within those fiscal years. We believe that the adoption of ASU 2015-16 will not have a material impact on our financial position, results of operations, cash flows, or disclosures.

Revenue from Contracts with Customers

In August 2015, the FASB issued ASU No. 2015-14, *Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date* ("ASU 2015-14"). ASU 2015-14 defers by one year the effective date of ASU No. 2014-09, *Revenue from Contracts with Customers* ("ASU 2014-09"). The deferral results in ASU 2014-09 being effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2017. Early adoption is permitted for interim and annual periods beginning after December 15, 2016. The main provision of ASU 2014-09 is to recognize revenue when control of the goods or services transfers to the customer, as opposed to the existing guidance of recognizing revenue when the risks and rewards transfer to the customer. We have not yet determined the effects, if any, that the adoption of ASU 2014-09 may have on our financial position, results of operations, cash flows, or disclosures.

Simplifying the Presentation of Debt Issuance Costs

In April 2015, the FASB issued ASU No. 2015-03, *Interest-Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs* ("ASU 2015-03"). ASU 2015-03 requires that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. ASU 2015-03 is effective for the first interim period for fiscal years beginning after December 15, 2015. We believe that the adoption of ASU 2015-03 will not have a material impact on our financial position, results of operations, cash flows, or disclosures.

Reporting of Going-Concern Uncertainties

In August 2014, the FASB issued ASU No. 2014-15, *Presentation of Financial Statements—Going Concern (Subtopic 205-40): Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern* ("ASU 2014-15"). ASU 2014-15 is intended to define management's responsibility to evaluate whether there is substantial doubt about an organization's ability to continue as a going concern and provides guidance to an organization's management, with principles and definitions that are intended to reduce diversity in the timing and content of disclosures in the financial statement footnotes. ASU 2014-15 is effective for the annual period ending after December 15, 2016, and for annual periods and interim periods thereafter. Early application is permitted. We believe that the adoption of ASU 2014-15 will not have a material impact on our financial position, results of operations, cash flows, or disclosures.

Accounting for Share-Based Payments

In June 2014, the FASB issued ASU No. 2014-12, *Accounting for Share-Based Payments When the Terms of an Award Provide That a Performance Target Could Be Achieved after the Requisite Service Period (a consensus of the FASB Emerging Issues Task Force)* ("ASU 2014-12"). ASU 2014-12 clarifies that entities should treat performance targets that can be met after the requisite service period of a share-based payment award as performance conditions that affect vesting. Therefore, an entity would not record compensation expense (measured as of the grant date without taking into account the effect of the performance target) related to an award for which transfer to the employee is contingent on the entity's satisfaction of a performance target until it becomes probable that the performance target will be met. There are no new disclosures required under ASU 2014-12. ASU 2014-12 is effective for fiscal years, and interim periods within those years, beginning after December 15, 2015. We believe that the adoption of ASU 2014-12 will not have a material impact on our financial position, results of operations, cash flows, or disclosures.

Results of Operations

The following table provides operating information as a percentage of revenues for the periods indicated:

	Fiscal Year Ended		
	January 2, 2016 (52 weeks)	January 3, 2015 (53 weeks) (audited)	December 28, 2013 (52 weeks) (audited)
Revenues	100.0%	100.0%	100.0%
Costs of services	68.4	67.5	68.0
Gross profit	31.6	32.5	32.0
Selling, general and administrative expenses	23.9	22.5	23.1
Depreciation and amortization	2.2	2.1	2.3
NeuCo goodwill impairment	1.5	—	—
Income from operations	4.0	7.9	6.6
Interest income	0.0	0.1	0.1
Interest expense	(0.2)	(0.2)	(0.2)
NeuCo gain on extinguishment of debt	0.2	—	—
Other expense, net	(0.1)	(0.1)	(0.1)
Income before provision for income taxes	3.9	7.7	6.4
Provision for income taxes	(1.8)	(3.2)	(2.3)
Net income	2.1	4.5	4.1
Net loss attributable to noncontrolling interest, net of tax	0.4	0.0	0.0
Net income attributable to CRA International, Inc.	2.5%	4.5%	4.1%

Fiscal 2015 Compared to Fiscal 2014

Our fiscal year end is the Saturday nearest December 31 of each year. Our fiscal years periodically contain 53 weeks rather than 52 weeks. Fiscal 2015 was a 52-week year and fiscal 2014 was a 53-week year.

Revenues. Revenues decreased by \$2.8 million, or 1.0%, to \$303.6 million for fiscal 2015 from \$306.4 million for fiscal 2014. Our revenue decrease was due primarily to the one week decrease in the number of weeks included in the fiscal 2015 reporting period as compared to fiscal 2014, as well as a decrease in utilization from 76% for fiscal 2014 to 74% for fiscal 2015. The decrease in utilization during the year was principally driven by the increase in headcount and their associated integration during the second half of the year. Revenues in fiscal 2015 as compared to fiscal 2014 also reflected a \$3.1 million decrease in client reimbursable expenses. In addition, NeuCo revenue decreased \$1.0 million in fiscal 2015 as compared to fiscal 2014.

Overall, revenues outside of the U.S. represented approximately 20% and 22% of total revenues for fiscal 2015 and fiscal 2014, respectively. Revenues derived from fixed-price engagements decreased to 14% of total revenues for fiscal 2015 as compared with 15% for fiscal 2014. These percentages of revenue derived from fixed-price engagements depend largely on the proportion of our revenues derived from our management consulting business, as the management consulting business typically has a higher concentration of fixed-price service engagements.

Costs of Services. Costs of services increased by \$0.9 million, or 0.4%, to \$207.7 million for fiscal 2015 from \$206.8 million for fiscal 2014. As a percentage of revenues, costs of services increased to 68.4% for fiscal 2015 from 67.5% for fiscal 2014 due to the increase in expenses resulting from the headcount increases in fiscal 2015 as compared with fiscal 2014 and the reduction in revenue in fiscal 2015 as compared to fiscal 2014 and the reduction in revenue in fiscal 2015 as compared to fiscal 2014, partially offset by a \$3.1 million decrease in client reimbursable expenses in fiscal 2015 as compared with fiscal 2014.

Selling, General and Administrative Expenses. Selling, general and administrative expenses increased by \$3.3 million, or 4.8%, to \$72.4 million for fiscal 2015 from \$69.1 million for fiscal 2014. The primary contributor to this increase was the additional temporary rent expense as we occupied our legacy office spaces at the same time as building out our new spaces. The temporary additional rent expense in Boston began in February 2015 and concluded in the third quarter of fiscal 2015. In New York City, the temporary additional rent expense began in August 2015 and we expect it to end in fiscal 2016. Other increases in selling, general and administrative expenses related to increases in certain operating expenses (including recruiting fees, marketing expenses, professional services and travel expenses).

As a percentage of revenues, selling, general and administrative expenses increased to 23.9% for fiscal 2015 from 22.5% for fiscal 2014 due primarily to the decrease in revenues in fiscal 2015 compared to fiscal 2014, while selling, general, and administrative expenses in fiscal 2015 increased as compared to fiscal 2014 increased by approximately \$3.3 million. Commissions to non-employee experts represented 3.4% of revenue in fiscal 2015 and 3.0% of revenue in fiscal 2014.

NeuCo Goodwill Impairment. In accordance with ASC Topic 350, "Intangibles—Goodwill and Other," goodwill and intangible assets with indefinite lives are monitored annually for impairment, or more frequently, as necessary, if events or circumstances exist that would more likely than not reduce the fair value of the reporting unit below its carrying amount. During the fourth quarter of 2015 it was determined that NeuCo's net book value exceeded the fair value of its equity. Therefore, NeuCo was required to perform a step two goodwill impairment test, which resulted in an impairment charge of \$4.5 million.

NeuCo Gain on Extinguishment of Debt. On January 8, 2015, NeuCo entered into an agreement to settle a note payable of approximately \$981,000 in exchange for aggregate payments of \$375,000.

NeuCo recorded a gain on the extinguishment of this debt in the first quarter of fiscal 2015 of approximately \$606,000. Under the settlement order, scheduled payments were made as follows: \$150,000 on January 8, 2015 and \$150,000 on February 28, 2015. The final payment of \$75,000, due on February 29, 2016, was repaid on February 16, 2016. See note 17 to our Notes to Consolidated Financial Statements, "Subsequent Event," regarding this NeuCo debt. In case of default, the original amount would have become due with credit given for amounts previously paid.

Other Expense, Net. Other expense, net increased by \$352,000 to \$647,000 for fiscal 2015 from \$295,000 for fiscal 2014. Other expense, net consists primarily of foreign currency exchange transaction gains and losses. We continue to manage our foreign currency exchange exposure through frequent settling of intercompany account balances and by self-hedging movements in exchange rates between the value of the dollar and foreign currencies including the Euro, the British Pound, and the Canadian Dollar. Additionally, our multi-currency credit facility allows us to mitigate such foreign exchange exposures.

Provision for Income Taxes. For fiscal 2015, our income tax provision was \$5.5 million and the effective tax rate was 46.5% as compared to a provision of \$9.9 million and an effective tax rate of 42.5% for fiscal 2014. The effective tax rate for fiscal 2015 was higher than the prior year rate primarily due to the impact of NeuCo's goodwill impairment. Absent this impairment, the effective tax rate for fiscal 2015 would have been 43.2%. This tax rate of 43.2% was higher than the prior year's rate primarily due to an increase in tax reserves. Additionally, there were increases in permanent items that were offset by the benefit realized for the use of net operating loss carryforwards that previously had a valuation allowance. State taxes were consistent with last year when taking into account both the effects of law changes on the current year as well as the benefit of revaluing our deferred tax assets. The effective tax rate in fiscal 2015 was higher than our combined Federal and state statutory tax rate also due to the NeuCo goodwill impairment and an increase in tax reserves and permanent items, offset by the benefit realized for the use of net operating loss carryforwards that previously had a valuation allowance. The effective tax rate in fiscal 2014 was higher than our combined Federal and state statutory tax rate primarily due to a non-cash tax expense recorded in the second quarter of fiscal 2014 to correct an immaterial error in our previously issued consolidated financial statements, offset slightly by other prior period adjustments recorded in the fourth quarter. The effective tax rate also included a benefit for the release of a valuation allowance as a result of recording a deferred tax liability associated with acquisition-related intangibles and the utilization of certain historical net operating losses that previously had a valuation allowance which were realized due to the profitability of the acquired business.

Net (Income) Loss Attributable to Noncontrolling Interest, Net of Tax. Our ownership interest in NeuCo was 55.89% at the end of fiscal 2015 and fiscal 2014. As a result, NeuCo's financial results are consolidated with ours and allocations of the noncontrolling interest's share of NeuCo's net income result in deductions to our net income, while allocations of the noncontrolling interest's share of NeuCo's net loss result in additions to our net income. NeuCo's results of operations allocable to its other owners was a net loss of \$1.3 million for fiscal 2015 and net loss of \$0.2 million for fiscal 2014.

Net Income Attributable to CRA International, Inc. Net income attributable to CRA International, Inc. decreased by \$5.9 million to net income of \$7.7 million for fiscal 2015 from net income of \$13.6 million for fiscal 2014. The diluted net income per share was \$0.83 per share for fiscal 2015, compared to diluted net income per share of \$1.38 for fiscal 2014. Diluted weighted average shares outstanding decreased by approximately 702,000 shares to approximately 9,195,000 shares for fiscal 2015 from approximately 9,897,000 shares for fiscal 2014. The decrease in diluted weighted average shares outstanding was primarily due to repurchases of common stock, offset in part by an increase as a result of shares of restricted stock and time-vesting restricted stock units that have vested or that have been issued, and stock options that have been exercised, since January 3, 2015.

Fiscal 2014 Compared to Fiscal 2013

Our fiscal year end is the Saturday nearest December 31 of each year. Our fiscal years periodically contain 53 weeks rather than 52 weeks. Fiscal 2014 was a 53-week year and fiscal 2013 was a 52-week year.

Revenues. Revenues increased by \$27.9 million, or 10.0%, to \$306.4 million for fiscal 2014 from \$278.4 million for fiscal 2013. Our revenue increase was due primarily to the momentum from the strong performance in the latter part of fiscal 2013 that continued into fiscal 2014, compared to a slow start in the first half of fiscal 2013. Revenue increased in our litigation, regulatory, and financial consulting business and our management consulting business, principally through organic expansion. Our utilization increased to 76% for fiscal 2014 from 73% for fiscal 2013. Revenues in fiscal 2014 reflected a decrease in client reimbursable expenses, which are pass-through expenses that carry little to no margin, in fiscal 2014 as compared to fiscal 2013.

Overall, revenues outside of the U.S. represented approximately 22% of total revenues for each of fiscal 2014 and fiscal 2013. Revenues derived from fixed-price engagements increased to 15% of total revenues for fiscal 2014 compared with 13% for fiscal 2013. These percentages of revenue derived from fixed-price engagements depend largely on the proportion of our revenues derived from our management consulting business, as the management consulting business typically has a higher concentration of fixed-price service contracts.

Costs of Services. Costs of services increased by \$17.6 million, or 9.3%, to \$206.8 million for fiscal 2014 from \$189.3 million for fiscal 2013. The increase in costs of services was due primarily to an increase in compensation expense for our employee consultants, specifically in incentive compensation which increases when our profitability increases, and the inclusion of fifty-three weeks of results in fiscal 2014 as compared with fifty-two weeks of results in fiscal 2013. These increases were partially offset by the decrease of \$0.6 million in client reimbursable expenses. As a percentage of revenues, costs of services decreased to 67.5% for fiscal 2014 from 68.0% for fiscal 2013 due primarily to the increase in revenues outpacing the increases in costs of services in fiscal 2014 as compared with fiscal 2013.

Selling, General and Administrative Expenses. Selling, general and administrative expenses increased by \$4.8 million, or 7.5%, to \$69.1 million for fiscal 2014 from \$64.2 million for fiscal 2013. The primary contributors to this increase were increases in compensation expense, professional fees, rent and office operating expenses, and commissions to our nonemployee experts for fiscal 2014 as compared to fiscal 2013 and the inclusion of fifty-three weeks of results in fiscal 2014 as compared with fifty-two weeks of results in fiscal 2013.

As a percentage of revenues, selling, general and administrative expenses decreased to 22.5% for fiscal 2014 from 23.1% for fiscal 2013 due primarily to the increase in revenues outpacing the increase in selling, general, and administrative expenses in fiscal 2014 as compared with fiscal 2013. Commissions to non-employee experts represented 3.0% of revenue in fiscal 2014 and 3.1% of revenue in fiscal 2013.

Other Expense, Net. Other expense, net increased by \$115,000 to \$295,000 for fiscal 2014 from \$180,000 for fiscal 2013. Other expense, net consists primarily of foreign currency exchange transaction gains and losses. The multi-currency credit facility we entered into on April 24, 2013 helps us minimize such foreign exchange exposures. We continue to manage our foreign currency exchange exposure through frequent settling of intercompany account balances and by self-hedging movements in exchange rates between the value of the dollar and foreign currencies including the Euro and the British Pound.

Provision for Income Taxes. For fiscal 2014, our income tax provision was \$9.9 million and the effective tax rate was 42.5% compared to a provision of \$6.7 million and an effective tax rate of 37.3% for fiscal 2013. The effective tax rate in fiscal 2014 was higher than our combined Federal and state statutory tax rate primarily due to a non-cash tax expense recorded in the second quarter of fiscal 2014

to correct an immaterial error in our previously issued consolidated financial statements offset slightly by other prior period adjustments recorded in the fourth quarter. The effective tax rate also included a benefit for the release of a valuation allowance as a result of recording a deferred tax liability associated with acquisition-related intangibles and the utilization of certain historical net operating losses that previously had a valuation allowance which were realized due to the profitability of the acquired business. The effective tax rate for fiscal 2013 was lower than our combined Federal and state statutory tax rate primarily due to the favorable settlement of a tax matter in the first quarter of fiscal 2013, partially offset by a discrete tax adjustment recorded in the second quarter of fiscal 2013 and the effect of losses in foreign jurisdictions that provided no tax benefit.

Net (Income) Loss Attributable to Noncontrolling Interest, Net of Tax. Our ownership interest in NeuCo was 55.89% at the end of fiscal 2014 and fiscal 2013. As a result, NeuCo's financial results are consolidated with ours and allocations of the noncontrolling interest's share of NeuCo's net income result in deductions to our net income, while allocations of the noncontrolling interest's share of NeuCo's net loss result in additions to our net income. NeuCo's results of operations allocable to its other owners was a net loss of \$231,000 for fiscal 2014 and net loss of \$135,000 for fiscal 2013.

Net Income Attributable to CRA International, Inc. Net income attributable to CRA International, Inc. increased by \$2.3 million to net income of \$13.6 million for fiscal 2014 from net income of \$11.4 million for fiscal 2013. The diluted net income per share was \$1.38 per share for fiscal 2014, compared to diluted net income per share of \$1.12 for fiscal 2013. Diluted weighted average shares outstanding decreased by approximately 276,000 shares to approximately 9,897,000 shares for fiscal 2014 from approximately 10,173,000 shares for fiscal 2013. The decrease in weighted average shares outstanding was primarily due to repurchases of common stock, offset in part by an increase as a result of shares of restricted stock and time-vesting restricted stock units that have vested or that have been issued, and stock options that have been exercised since December 28, 2013.

Liquidity and Capital Resources

We believe that current cash, cash equivalents, cash generated from operations, and amounts available under our bank line of credit will be sufficient to meet our anticipated working capital and capital expenditure requirements for at least the next 12 months.

General. In fiscal 2015, cash and cash equivalents decreased by \$10.1 million. We completed the period with cash and cash equivalents of \$38.1 million and working capital (defined as current assets less current liabilities) of \$54.3 million. The principal drivers of the reduction in cash were the payment of the majority of our fiscal 2014 performance bonuses in the first quarter of fiscal 2015, the increase in days sales outstanding from 99 days at the end of fiscal 2014 to 105 days at the end of fiscal 2015, and the repurchase and retirement of 477,292 shares of our common stock for an aggregate price of \$12.8 million during fiscal 2015.

Of the total cash and cash equivalents of \$38.1 million at January 2, 2016, \$23.5 million was in the U.S. We have sufficient sources of cash in the U.S. to fund U.S. cash requirements without the need to repatriate any funds.

Sources and Uses of Cash. During fiscal 2015, net cash provided by operations was \$20.4 million. Cash provided by operations included net income of \$6.3 million, non-cash charges for depreciation and amortization expense of \$6.5 million, share-based compensation expense of \$5.8 million, NeuCo's goodwill impairment of \$4.5 million and increased deferred rent of \$6.8 million, partially offset by a deferred income tax benefit of \$1.7 million and NeuCo's gain on extinguishment of debt of \$0.6 million. The primary factor in cash used in operations was the \$3.4 million increase in accounts receivable, net of the accounts receivable allowances line item of the cash flow statement. Other uses of cash included movements in the following cash flow statement line items: a \$2.1 million increase in prepaid expenses and other current assets, and other assets, and a \$0.5 million decrease in accounts payable, accrued expenses and other liabilities.

During fiscal 2015, net cash used in investing activities was \$16.5 million, which included \$18.0 million for capital expenditures primarily related to our new lease build-outs, partially offset by \$1.6 million of collections on notes receivable.

Net cash used in financing activities during fiscal 2015 was \$13.0 million, primarily for repurchases and retirements of our common stock of \$12.8 million and the redemption of \$0.7 million in vested employee restricted shares for tax withholdings, partially offset by \$0.6 million received upon the exercise of stock options.

Indebtedness

We are party to a credit agreement that provides us with a \$125.0 million revolving credit facility and a \$15 million sublimit for the issuance of letters of credit. We may use the proceeds of the revolving credit facility to provide working capital and for other general corporate purposes. Generally, we may repay any borrowings under the revolving credit facility at any time, but must repay all borrowings no later than April 24, 2018. There were no amounts outstanding under this revolving line of credit as of January 2, 2016.

The amount available under this revolving line of credit is reduced by certain letters of credit outstanding, which amounted to \$2.5 million as of January 2, 2016.

Borrowings under the revolving credit facility bear interest at a rate per annum of either (i) the adjusted base rate, as defined in the credit agreement, plus an applicable margin, which varies between 0.50% and 1.50% depending on our total leverage ratio as determined under the credit agreement, or (ii) the adjusted eurocurrency rate, as defined in the credit agreement, plus an applicable margin, which varies between 1.50% and 2.50% depending on our total leverage ratio. We are required to pay a fee on the unused portion of the revolving credit facility at a rate per annum that varies between 0.25% and 0.375% depending on our total leverage ratio. Borrowings under the credit facility are secured by 100% of the stock of certain of our U.S. subsidiaries and 65% of the stock of certain of our foreign subsidiaries, which represent approximately \$6.0 million in net assets as of January 2, 2016.

Under the credit agreement, we must comply with various financial and non-financial covenants. Compliance with these financial covenants is tested on a fiscal quarterly basis. Any indebtedness outstanding under the credit facility may become immediately due and payable upon the occurrence of stated events of default, including our failure to pay principal, interest or fees or a violation of any financial covenant. The financial covenants require us to maintain an adjusted consolidated EBITDA to consolidated interest expense ratio of more than 2.5:1.0 and to comply with a consolidated debt to adjusted consolidated EBITDA ratio of not more than 3.0:1.0. The non-financial covenant restrictions of the senior credit agreement include, but are not limited to, our ability to incur additional indebtedness, engage in acquisitions or dispositions, and enter into business combinations.

Forgivable Loans and Term Loans

In order to attract and retain highly skilled professionals, we may issue forgivable loans or term loans to employees and non-employee experts. A portion of these loans is collateralized. The forgivable loans have terms that are generally between three and eight years. The principal amount of forgivable loans and accrued interest is forgiven by us over the term of the loans, so long as the employee or non-employee expert continues employment or affiliation with us and complies with certain contractual requirements. The expense associated with the forgiveness of the principal amount of the loans is recorded as compensation expense over the service period, which is consistent with the term of the loans. Cash disbursements related to new forgivable loan issuances amounted to \$15.0 million and \$10.9 million in fiscal 2015 and fiscal 2014, respectively.

Compensation Arrangements

We have entered into compensation arrangements for the payment of incentive performance awards to certain of our non-employee experts and employees if specific performance targets are met.

The amounts of the awards to be paid under these compensation arrangements could fluctuate depending on future performance through the respective measurement periods. Changes in the estimated award are expensed prospectively over the remaining service period. We believe that we will have sufficient funds to satisfy any obligations related to the incentive performance awards. We expect to fund these payments, if any, from existing cash resources, cash generated from operations, or financing transactions.

Business Acquisition

As part of our business, we regularly evaluate opportunities to acquire other consulting firms, practices or groups or other businesses. In recent years, we have typically paid for acquisitions with cash, or a combination of cash and our common stock, and we may continue to do so in the future. To pay for an acquisition, we may use cash on hand, cash generated from our operations, borrowings under our revolving credit facility, or we may pursue other forms of financing. Our ability to secure short-term and long-term debt or equity financing in the future, including our ability to refinance our current senior loan agreement, will depend on several factors, including our future profitability, the levels of our debt and equity, restrictions under our existing revolving line of credit with our bank, and the overall credit and equity market environments.

Share Repurchases

On August 10, 2012, February 13, 2014, and October 23, 2014, our Board of Directors authorized the repurchase of up to \$5.0 million, \$15.0 million, and \$30.0 million, respectively, of our common stock. We may repurchase shares under any of these programs in open market purchases (including through any Rule 10b5-1 plan adopted by us) or in privately negotiated transactions in accordance with applicable insider trading and other securities laws and regulations. During fiscal 2015 and 2014, we repurchased and retired 477,292 shares and 971,515 shares, respectively, under these programs at an average price per share of \$26.82 and \$26.27, respectively. At January 2, 2016, approximately \$8.1 million is available for future repurchases under these programs.

We will finance these programs with available cash, cash from future operations and funds from our existing revolving credit facility. We expect to continue to repurchase shares under these programs.

Tender Offer

On February 22, 2016, we announced the commencement of a modified "Dutch auction" self-tender offer to purchase for cash up to \$30 million in value of shares of our common stock at a price within (and including) the range of \$18.00 to \$19.75 per share. The tender offer will expire on Monday, March 21, 2016, unless extended by us. We intend to finance the tender offer with cash on hand and by borrowing under our existing revolving credit facility.

Impact of Inflation

To date, inflation has not had a material impact on our financial results. There can be no assurance, however, that inflation will not adversely affect our financial results in the future.

Future Capital and Liquidity Needs

We anticipate that our future capital and liquidity needs will principally consist of funds required for:

- operating and general corporate expenses relating to the operation of our business, including the compensation of our employees under various annual bonus or long-term incentive compensation programs;
- the hiring of individuals to replenish and expand our employee base;

- capital expenditures, primarily for information technology equipment, office furniture and leasehold improvements;
- debt service and repayments, including interest payments on borrowings from our revolving credit facility;
- share repurchases;
- potential acquisitions of businesses that would allow us to diversify or expand our service offerings;
- contingent obligations related to our acquisitions; and
- other known future contractual obligations.

The hiring of individuals to replenish and expand our employee base is an essential part of our business operations and has historically been funded principally from operations. Many of the other above activities are discretionary in nature. For example, capital expenditures can be deferred, acquisitions can be forgone, and share repurchase programs can be suspended. As such, our operating model provides flexibility with respect to the deployment of cash flow from operations. Given this flexibility, we believe that our cash flows from operations, supplemented by cash on hand and borrowings under our bank credit facility (as necessary), will provide adequate cash to fund our long-term cash needs from normal operations for at least the next twelve months.

Our conclusion that we will be able to fund our cash requirements by using existing capital resources and cash generated from operations does not take into account the impact of any future acquisition transactions or any unexpected significant changes in the number of employees or other expenditures that are currently not contemplated. The anticipated cash needs of our business could change significantly if we pursue and complete additional business acquisitions, if our business plans change, if economic conditions change from those currently prevailing or from those now anticipated, or if other unexpected circumstances arise that have a material effect on the cash flow or profitability of our business. Any of these events or circumstances, including any new business opportunities, could involve significant additional funding needs in excess of the identified currently available sources and could require us to raise additional debt or equity funding to meet those needs on terms that may be less favorable compared to our current sources of capital. Our ability to raise additional capital, if necessary, is subject to a variety of factors that we cannot predict with certainty, including:

- our future profitability;
- the quality of our accounts receivable;
- our relative levels of debt and equity; and
- the volatility and overall condition of the capital markets; and the market prices of our securities.

Contractual Obligations

The following table presents information about our known contractual obligations as of January 2, 2016. It does not reflect contractual obligations that may have arisen or may arise after that date. Except for historical facts, the information in this section is forward-looking information.

<u>Contractual Obligations</u>	<u>Payments due by period</u>				
	<u>Total</u>	<u>Fiscal 2016</u>	<u>Fiscal 2017-2018</u>	<u>Fiscal 2019-2020</u>	<u>After Fiscal 2020</u>
			(in thousands)		
Operating lease obligations	\$ 74,476	\$ 8,906	\$ 16,269	\$ 13,345	\$ 35,956
Other liabilities(1)	75	75	—	—	—
Net unrecognized tax benefit obligation under topic 740(2)	915	64	230	621	—
Total	\$ 75,466	\$ 9,045	\$ 16,499	\$ 13,966	\$ 35,956

- (1) On January 8, 2015, NeuCo entered into an agreement to settle a note payable of approximately \$981,000 in exchange for aggregate payments of \$375,000. NeuCo recorded a gain on the extinguishment of this debt in the first quarter of fiscal 2015 of approximately \$606,000. Under the settlement order, the scheduled payments were made as follows: \$150,000 on January 8, 2015 and \$150,000 on February 28, 2015. The final payment of \$75,000, due on February 29, 2016, was repaid on February 16, 2016. See note 17 to our Notes to Consolidated Financial Statements, "Subsequent Events," regarding this NeuCo debt. In case of default, the original amount would become due with credit given for amounts previously paid.
- (2) This amount relates to tax and interest on tax audit liabilities.

We are party to standby letters of credit with our bank in support of the minimum future lease payments under leases for permanent office space and bonds required per the terms of certain project proposals and contracts amounting to \$2.5 million as of January 2, 2016.

Factors Affecting Future Performance

Item 1A of this annual report sets forth risks and uncertainties that could cause actual results to differ materially from the results contemplated by the forward-looking statements contained in this annual report. If any of these risks, or any risks not presently known to us or that we currently believe are not significant, develops into an actual event, then our business, financial condition, and results of operations could be adversely affected.

Item 7A—Quantitative and Qualitative Disclosure About Market Risk*Foreign Exchange Risk*

The majority of our operations are based in the U.S. and, accordingly, the majority of our transactions are denominated in U.S. Dollars. However, we have foreign-based operations where transactions are denominated in foreign currencies and are subject to market risk with respect to fluctuations in the relative value of foreign currencies. Our primary foreign currency exposures relate to our short-term intercompany balances with our foreign subsidiaries and accounts receivable and cash valued in the United Kingdom in U.S. Dollars or Euros. Our primary foreign subsidiaries have functional currencies denominated in the British Pound and Euro, and foreign denominated assets and liabilities are remeasured each reporting period with any exchange gains and losses recorded in our consolidated statements of operations. We continue to manage our foreign currency exchange exposure through frequent settling of intercompany account balances and by self-hedging movements in exchange rates between the value of the U.S. Dollar and foreign currencies and the Euro and the British Pound. Holding all other variables constant, fluctuations in foreign exchange rates may affect reported revenues and expenses, based on our currency exposures at January 2, 2016. A hypothetical 10% movement in foreign exchange rates on January 2, 2016 would have affected our income before

provision for income taxes for the fourth quarter of fiscal 2015 by approximately \$0.1 million. However, actual gains and losses in the future could differ materially from this analysis based on the timing and amount of both foreign currency exchange rate movements and our actual exposure.

From time to time, we may use derivative instruments to manage the risk of exchange rate fluctuations. However, at January 2, 2016, we had no outstanding derivative instruments. We do not use derivative instruments for trading or speculative purposes.

Translation of Financial Results

Our foreign subsidiaries operate in a currency other than the U.S. Dollar; therefore, increases or decreases in the value of the U.S. Dollar against other major currencies will affect our operating results and the value of our balance sheet items denominated in foreign currencies. Our most significant exposures to translation risk relate to functional currency assets and liabilities that are denominated in the British Pound, the Euro, and the Canadian Dollar. The changes in the net investments of foreign subsidiaries whose currencies are denominated in currencies other than the U.S. Dollar for the fiscal years ended January 2, 2016, January 3, 2015 and December 28, 2013 were losses of \$2.5 million and \$3.3 million and a gain of \$1.0 million, respectively. These translation losses are reflected in "Other comprehensive income" in our consolidated statements of comprehensive income.

Interest Rate Risk

We maintain an investment portfolio consisting mainly of commercial paper, with maturities of three months or less when purchased, and money market funds, which may be withdrawn upon request. These held-to-maturity securities are subject to interest rate risk. However, a hypothetical change in the interest rates of 10% would not have a material impact to the fair values of these securities at January 2, 2016 primarily due to their short maturity.

Item 8—Financial Statements and Supplementary Data

We have included our consolidated financial statements in this annual report on pages FS-4 - FS-29. We have provided an index to our consolidated financial statements on page FS-1.

Item 9—Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A—Controls and Procedures

(a) Evaluation of Disclosure Controls and Procedures

Under the supervision and with the participation of our management, including our President and Chief Executive Officer and our Chief Financial Officer, we evaluated the effectiveness of our disclosure controls and procedures as of the end of the period covered by this report. This is done in order to ensure that information we are required to disclose in the reports that are filed or submitted under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. Based upon that evaluation, our President and Chief Executive Officer and our Chief Financial Officer concluded that our disclosure controls and procedures were not effective as of January 2, 2016, because of a material weakness, described below in Management's Report on Internal Control over Financial Reporting.

Notwithstanding the material weakness discussed below, management has concluded that the consolidated financial statements included in this annual report on form 10-K present fairly, in all material aspects, our financial position, results of operations and cash flows for the periods presented in conformity with accounting principles generally accepted in the United States.

(b) Evaluation of Changes in Internal Control over Financial Reporting

During the year ended January 2, 2016, we implemented internal control procedures to address a previously identified material weakness related to accounting and reporting for non-routine compensation arrangements. After completing our testing of the design and operating effectiveness of our control enhancements, we concluded that we have remediated the previously identified material weakness as of January 2, 2016.

Except for the remediation noted above and a material weakness in internal control over financial reporting related to the accounting and reporting for non-controlling interests in our NeuCo subsidiary together with other deficiencies within the financial statement close process discussed below, we have determined that, during the fourth quarter of fiscal 2015, there were no changes in our internal control over financial reporting that have affected, or are reasonably likely to affect, materially our internal control over financial reporting.

(c) Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Under the supervision and with the participation of our management, including our President and Chief Executive Officer and our Chief Financial Officer, we assessed the effectiveness of our internal control over financial reporting as of the end of the period covered by this report based on the framework in "Internal Control—Integrated Framework (2013)" issued by the Committee of Sponsoring Organizations of the Treadway Commission.

Based on that assessment, our President and Chief Executive Officer and our Chief Financial Officer concluded that our internal control over financial reporting was not effective to provide reasonable assurance regarding the reliability of our financial reporting and the preparation of our financial statements for external purposes in accordance with U.S. generally accepted accounting principles as of January 2, 2016 because of a material weakness in internal control described in the following paragraph.

A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis. Our controls were not sufficiently complete and comprehensive to ensure that our accounting for noncontrolling interests in our NeuCo subsidiary were complete and accurate. Specifically, there was inadequate and ineffective analysis and review of the allocation of NeuCo's net income (loss) to noncontrolling interest subsequent to the recording of NeuCo's goodwill impairment. Other deficiencies were also identified in operating effectiveness, which, when aggregated with the NeuCo noncontrolling interest deficiency, represents a material weakness in the financial statement close process.

Although the amount related to misstatements was corrected in our consolidated financial statements, the absence of sufficient controls creates a reasonable possibility that a material misstatement in our annual or interim consolidated financial statements would not be prevented or detected in a timely manner. Our independent registered public accounting firm, Ernst & Young LLP, has issued an audit report on their assessment of our internal control over financial reporting. The audit report is included herein.

(d) Plan for Remediation of Material Weakness

Management has initiated a remediation plan which includes the following actions:

- Processes, procedures and controls over the allocation of NeuCo's net income (loss) to noncontrolling interest and the financial close process will be reviewed and modified to ensure greater oversight and transparency.
- We will deploy additional resources to bolster our accounting processes for NeuCo's noncontrolling interests and the financial close process to ensure that the amounts are calculated, reviewed and recorded in a timely and accurate manner.

(e) *Important Considerations*

The effectiveness of our disclosure controls and procedures and our internal control over financial reporting is subject to various inherent limitations, including cost limitations, judgments used in decision making, assumptions about the likelihood of future events, the soundness of our systems, the possibility of human error, and the risk of fraud. Moreover, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions and the risk that the degree of compliance with policies or procedures may deteriorate over time. Because of these limitations, there can be no assurance that any system of disclosure controls and procedures or internal control over financial reporting will be successful in preventing all errors or fraud or in making all material information known in a timely manner to the appropriate levels of management.

Item 9B—Other Information

None.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Shareholders of CRA International, Inc.:

We have audited CRA International, Inc.'s internal control over financial reporting as of January 2, 2016, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). CRA International, Inc.'s management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting in Item 9A. Our responsibility is to express an opinion on the company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis. The following material weakness has been identified and included in management's assessment. There is a material weakness in internal controls over accounting for non-controlling interests in their NeuCo subsidiary, specifically, that there was inadequate and ineffective analysis and review of the allocation of NeuCo's net income (loss) to non-controlling interest subsequent to the recording of NeuCo's goodwill impairment. Other deficiencies were also identified in operating effectiveness, which, when aggregated with the NeuCo non-controlling interest deficiency, represents a material weakness in the financial statement close process.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of CRA International Inc. as of January 2, 2016 and January 3, 2015, and the related consolidated statements of operations, comprehensive income, shareholders' equity and cash flows for each of the two years in the periods ended January 2, 2016. This material weakness was considered in determining the nature, timing and extent of audit tests applied in our audit of the 2015 consolidated financial statements, and this report does not affect our report dated March 4, 2016, which expressed an unqualified opinion thereon.

In our opinion, because of the effect of the material weakness described above on the achievement of the objectives of the control criteria, CRA International Inc. has not maintained effective internal control over financial reporting as of January 2, 2016, based on the COSO criteria.

/s/ Ernst & Young LLP

Boston, Massachusetts
March 4, 2016

PART III

We have omitted the information required in Part III of this annual report because we intend to include that information in our definitive proxy statement for the 2016 annual meeting of shareholders, which we expect to file within 120 days (or such greater number as permitted by SEC rules) after the end of fiscal 2015. We incorporate that information in this annual report by reference to the proxy statement to be filed in connection with the 2016 annual meeting of our shareholders, which we will refer to herein as our "2016 annual proxy statement."

Item 10—*Directors, Executive Officers and Corporate Governance*

We incorporate the information required by this item by reference to the sections captioned "Executive Officers and Directors", "Corporate Governance", and "Section 16(a) Beneficial Ownership Reporting Compliance" in our 2016 annual proxy statement.

Item 11—*Executive Compensation*

We incorporate the information required by this item by reference to the section captioned "Compensation of Directors and Executive Officers" in our 2016 annual proxy statement.

Item 12—*Security Ownership of Certain Beneficial Owners and Management and Related Shareholder Matters*

We incorporate the information required by this item by reference to the sections captioned "Security Ownership of Certain Beneficial Owners and Management" and "Equity Compensation Plans" in our 2016 annual proxy statement.

Item 13—*Certain Relationships and Related Transactions and Director Independence*

We incorporate the information required by this item by reference to the sections captioned "Transactions with Related Parties" and "Corporate Governance" in our 2016 annual proxy statement.

Item 14—*Principal Accountant Fees and Services*

We incorporate the information required by this item by reference to the section captioned "Principal Accountant Fees and Services" in our 2016 annual proxy statement.

PART IV

Item 15—Exhibits and Financial Statement Schedules

(a) *Financial Statements, Schedules, and Exhibits.* We have listed our consolidated financial statements filed as part of this annual report in the index to consolidated financial statements on page FS-1. We have listed the exhibits filed as part of this annual report in the accompanying exhibit index, which follows the signature page to this annual report.

(b) *Exhibits.* We have listed the exhibits filed as part of this annual report in the accompanying exhibit index, which follows the signature page to this annual report.

(c) *Financial Statement Schedules.* We have omitted all financial statement schedules because they are not applicable or not required or because we have included the necessary information in our consolidated financial statements or related notes.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

CRA INTERNATIONAL, INC.By: /s/ PAUL A. MALEH

Paul A. Maleh
President, Chief Executive Officer and Director

Date: March 4, 2016

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ PAUL A. MALEH</u> Paul A. Maleh	President, Chief Executive Officer, and Director (principal executive officer)	March 4, 2016
<u>/s/ CHAD M. HOLMES</u> Chad M. Holmes	Chief Financial Officer, Executive Vice President, and Treasurer (principal financial and accounting officer)	March 4, 2016
<u>/s/ ROWLAND T. MORIARTY</u> Rowland T. Moriarty	Chairman of the Board	March 4, 2016
<u>/s/ WILLIAM F. CONCANNON</u> William F. Concannon	Director	March 4, 2016
<u>/s/ NANCY HAWTHORNE</u> Nancy Hawthorne	Director	March 4, 2016
<u>/s/ ROBERT W. HOLTHAUSEN</u> Robert W. Holthausen	Director	March 4, 2016
<u>/s/ THOMAS S. ROBERTSON</u> Thomas S. Robertson	Director	March 4, 2016
<u>/s/ WILLIAM T. SCHLEYER</u> William T. Schleyer	Director	March 4, 2016

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>	<u>Filed with this Form 10-K</u>	<u>Incorporated by Reference</u>		
			<u>Form</u>	<u>Filing Date</u>	<u>Exhibit No.</u>
3.1	Amended and Restated Articles of Organization.		S-1/A	April 3, 1998	3.2
3.2	Articles of Amendment to our Articles of Organization		8-K	May 11, 2005	99.1
3.3	Amended and Restated By-Laws, as amended.		8-K	January 31, 2011	3.2
4.1	Specimen certificate for common stock.		S-8	April 21, 2006	4.4
10.1*	1998 Incentive and Nonqualified Stock Option Plan, as amended.		10-Q	June 20, 2002	10.1
10.2*	1998 Employee Stock Purchase Plan.		S-1/A	April 3, 1998	10.2
10.3*	2004 Nonqualified Inducement Stock Option Plan.		10-Q	October 15, 2004	10.1
10.4*	Amended and Restated 2006 Equity Incentive Plan, as amended		10-K	March 13, 2014	10.4
10.5*	2009 Nonqualified Inducement Stock Option Plan		10-Q	June 22, 2009	10.1
10.6*	Form of Incentive Stock Option under the 1998 Incentive and Nonqualified Stock Option Plan, as amended.		10-K	February 10, 2005	10.4
10.7*	Form of Nonqualified Stock Option under the 1998 Incentive and Nonqualified Stock Option Plan, as amended.		10-K	February 10, 2005	10.5
10.8*	Form of Nonqualified Stock Option under the 2004 Nonqualified Inducement Stock Option Plan.		10-K	February 10, 2005	10.6
10.9*	Form of Restricted Stock Agreement for Non-Employee Director Award Pursuant to Section 6.9 of the 2006 Equity Incentive Plan.		8-K	April 27, 2006	10.2
10.10*	Form of Restricted Stock Agreement for Non-Employee Director Award Pursuant to Section 6.9 of the 2006 Equity Incentive Plan with Company Right of First Refusal.		10-K	February 12, 2009	10.9
10.11*	Form of Restricted Stock Agreement for Non-Employee Director Award Pursuant to Section 6.9 of the 2006 Equity Incentive Plan, as amended.		10-K	March 2, 2012	10.11
10.12*	Form of Restricted Stock Agreement for Employee or Independent Contractor Awards under the 2006 Equity Incentive Plan.		8-K	April 27, 2006	10.3
10.13*	Form of Restricted Stock Agreement for Employee or Independent Contractor Awards under the 2006 Equity Incentive Plan with Company Right of First Refusal.		10-K	February 12, 2009	10.11
10.14*	Form of Restricted Stock Agreement for Employee or Independent Contractor Awards under the 2006 Equity Incentive Plan with Company, as amended.		10-K	March 2, 2012	10.14
10.15*	Form of Nonqualified Stock Option under the 2006 Equity Incentive Plan.		10-K	February 8, 2007	10.10
10.16*	Form of Nonqualified Stock Option under the 2006 Equity Incentive Plan with Stock Ownership Guidelines.		10-K	March 2, 2012	10.16
10.17*	Form of Restricted Stock Unit Award Agreement under the 2006 Equity Incentive Plan.		10-K	January 29, 2010	10.14
10.18*	Form of Restricted Stock Unit Award Agreement under the 2006 Equity Incentive Plan with Stock Ownership Guidelines.		10-K	March 2, 2012	10.18
10.19*	Form of Restricted Stock Unit Award Agreement for Performance under the 2006 Equity Incentive Plan.		10-K	January 29, 2010	10.15
10.20*	Form of Restricted Stock Unit Award Agreement for Performance under the 2006 Equity Incentive Plan with Stock Ownership Guidelines.		10-K	March 2, 2012	10.20
10.21*	CRA International, Inc. Cash Incentive Plan, as amended.		8-K	March 2, 2012	10.1
10.22*	Summary of Director Compensation.	X			

<u>Exhibit No.</u>	<u>Description</u>	<u>Filed with this Form 10-K</u>	<u>Incorporated by Reference</u>		
			<u>Form</u>	<u>Filing Date</u>	<u>Exhibit No.</u>
10.23	Lease dated February 24, 2014 by and between CRA International, Inc. and BP Hancock LLC		8-K	February 27, 2014	10.1
10.24	First Amendment to Lease dated as of February 24, 2015 by and between CRA International, Inc. and BP Hancock LLC		8-K	March 2, 2015	10.1
10.25	Office Lease dated as of November 29, 1999 between CRA and 1201 F Street, L.L.C., as amended.		10-K	February 23, 2001	10.9
10.26	Addenda Nos. 3 and 4 to Office Lease dated as of November 29, 1999 between CRA and 1201 F Street, L.L.C. (or its successor in interest, 1201 F Street, L.P.), as amended.		10-K	March 17, 2015	10.35
10.27	Addendum No. 5 to Office Lease dated as of November 29, 1999 between CRA and 1201 F Street, L.P., as amended.		8-K	December 30, 2014	10.1
10.28	Amended and Restated Addendum No. 5 to Office Lease dated as of November 29, 1999 between CRA and 1201 F Street L.P., as amended.	X			
10.29	Agreement dated as of October 26, 2006 by and among 99 Bishopsgate (No.1) Limited and 99 Bishopsgate (No.2) Limited, Hammerson UK Properties PLC, 99 Bishopsgate Management Limited, CRA International (UK) Limited, and CRA International, Inc. (including forms of lease agreement).		8-K	November 1, 2006	10.1
10.30	Agreement for Surrender of Leases at 99 Bishopsgate, London EC2, dated April 2, 2012, between CRA International, Inc., CRA International (UK) Limited, Hammerson (99 Bishopsgate) Limited, Hammerson UK Properties PLC and 99 Bishopsgate Management Limited.		8-K	April 6, 2012	10.1
10.31	Form of consulting agreement with outside experts.		S-1/A	April 3, 1998	10.8
10.32	Credit Agreement dated as of April 24, 2013 by and among CRA International, Inc. and CRA International (UK) Limited, as the Borrowers, RBS Citizens, N.A., as Administrative Agent, Bank of America, N.A., as Syndication Agent, and the Lenders party thereto.		8-K	April 30, 2013	10.1
10.33	Securities Pledge Agreement dated as of April 24, 2013 by and between CRA International, Inc., as Pledgor, and RBS Citizens, N.A., as Administrative Agent.		8-K	April 30, 2013	10.2
10.34	Lease dated July 15, 2015 by and between CRA International, Inc. and 1411 ISC-Property LLC		8-K	July 21, 2015	10.1
21.1	Subsidiaries.	X			
23.1	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm.	X			
23.2	Consent of KPMG LLP, Independent Registered Public Accounting Firm.	X			
31.1	Rule 13a-14(a)/15d-14(a) certification of principal executive officer.	X			
31.2	Rule 13a-14(a)/15d-14(a) certification of principal financial officer.	X			
32.1	Section 1350 certification.	X			

<u>Exhibit No.</u>	<u>Description</u>	<u>Filed with this Form 10-K</u>	<u>Incorporated by Reference</u>		
			<u>Form</u>	<u>Filing Date</u>	<u>Exhibit No.</u>
101	The following financial statements from CRA International, Inc.'s Annual Report on Form 10-K for the fiscal year ended January 2, 2016, formatted in XBRL (eXtensible Business Reporting Language), as follows: (i) Consolidated Statements of Operations for the fiscal years ended January 2, 2016, January 3, 2015, and December 28, 2013, (ii) Consolidated Statements of Comprehensive Income (Loss) for the fiscal years ended January 2, 2016, January 3, 2015, and December 28, 2013, (iii) Consolidated Balance Sheets as at January 2, 2016 and January 3, 2015, (iv) Consolidated Statements of Cash Flows for the fiscal years ended January 2, 2016, January 3, 2015, and December 28, 2013, (v) Consolidated Statements of Shareholders' Equity for the fiscal years ended January 2, 2016, January 3, 2015, and December 28, 2013, and (vi) Notes to Consolidated Financial Statements.	X			

* Management contract or compensatory plan

CRA INTERNATIONAL, INC.

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CONSOLIDATED FINANCIAL STATEMENTS**

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Report of Independent Registered Public Accounting Firm

The Board of Directors and Shareholders of CRA International, Inc.:

We have audited the accompanying consolidated balance sheets of CRA International Inc. as of January 2, 2016 and January 3, 2015, and the related consolidated statements of operations, comprehensive income, shareholders' equity and cash flows for each of the two years in the periods ended January 2, 2016. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of CRA International, Inc. at January 2, 2016 and January 3, 2015, and the consolidated results of its operations and its cash flows for each of the two fiscal years ended January 2, 2016, in conformity with U.S. generally accepted accounting principles.

As discussed in Note 1 to the consolidated financial statements, the Company changed its presentation of deferred taxes as a result of the adoption of the amendments to the FASB Accounting Standards Codification resulting from Accounting Standards Update No. 2015-07, "Balance Sheet Classification of Deferred Taxes," effective January 3, 2015.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), CRA International, Inc.'s internal control over financial reporting as of January 2, 2016, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated March 4, 2016 expressed an adverse opinion thereon.

/s/ Ernst & Young LLP

Boston, Massachusetts
March 4, 2016

Report of Independent Registered Public Accounting Firm

The Board of Directors and Shareholders
CRA International, Inc.:

We have audited the accompanying consolidated balance sheet of CRA International, Inc. and subsidiaries as of December 28, 2013, and the related consolidated statements of operations, comprehensive income (loss), cash flows, and shareholders' equity for the fiscal year ended December 28, 2013. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of CRA International, Inc. and subsidiaries as of December 28, 2013, and the results of their operations and their cash flows for the fiscal year ended December 28, 2013, in conformity with U.S. generally accepted accounting principles.

/s/ KPMG LLP

Boston, Massachusetts
March 13, 2014

CRA INTERNATIONAL, INC.

CONSOLIDATED STATEMENTS OF OPERATIONS

	<u>Year Ended</u> <u>January 2,</u> <u>2016</u> <u>(52 weeks)</u>	<u>Year Ended</u> <u>January 3,</u> <u>2015</u> <u>(53 weeks)</u>	<u>Year Ended</u> <u>December 28,</u> <u>2013</u> <u>(52 weeks)</u>
	(in thousands, except per share data)		
Revenues	\$ 303,559	\$ 306,371	\$ 278,432
Costs of services	207,650	206,813	189,262
Gross profit	95,909	99,558	89,170
Selling, general and administrative expenses	72,439	69,074	64,242
Depreciation and amortization	6,552	6,443	6,411
NeuCo goodwill impairment	4,524	—	—
Income from operations	12,394	24,041	18,517
Interest income	45	163	155
Interest expense	(583)	(594)	(574)
NeuCo gain on extinguishment of debt	606	—	—
Other expense, net	(647)	(295)	(180)
Income before provision for income taxes	11,815	23,315	17,918
Provision for income taxes	(5,490)	(9,908)	(6,683)
Net income	6,325	13,407	11,235
Net loss attributable to noncontrolling interest, net of tax	1,332	231	135
Net income attributable to CRA International, Inc.	<u>\$ 7,657</u>	<u>\$ 13,638</u>	<u>\$ 11,370</u>
Net income per share attributable to CRA International, Inc.:			
Basic	<u>\$ 0.84</u>	<u>\$ 1.40</u>	<u>\$ 1.13</u>
Diluted	<u>\$ 0.83</u>	<u>\$ 1.38</u>	<u>\$ 1.12</u>
Weighted average number of shares outstanding:			
Basic	<u>9,010</u>	<u>9,747</u>	<u>10,084</u>
Diluted	<u>9,195</u>	<u>9,897</u>	<u>10,173</u>

See accompanying notes to the consolidated financial statements.

CRA INTERNATIONAL, INC.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

	<u>Year Ended</u> <u>January 2,</u> <u>2016</u> <u>(52 weeks)</u>	<u>Year Ended</u> <u>January 3,</u> <u>2015</u> <u>(53 weeks)</u> <u>(in thousands)</u>	<u>Year Ended</u> <u>December 28,</u> <u>2013</u> <u>(52 weeks)</u>
Net income	\$ 6,325	\$ 13,407	\$ 11,235
Other comprehensive income (loss):			
Foreign currency translation adjustments	(2,546)	(3,280)	964
Comprehensive income	3,779	10,127	12,199
Less: comprehensive loss attributable to noncontrolling interest	1,332	231	135
Comprehensive income attributable to CRA International, Inc.	<u>\$ 5,111</u>	<u>\$ 10,358</u>	<u>\$ 12,334</u>

See accompanying notes to the consolidated financial statements.

CRA INTERNATIONAL, INC.
CONSOLIDATED BALANCE SHEETS

	January 2, 2016	January 3, 2015
	(in thousands, except share data)	
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 38,139	\$ 48,199
Accounts receivable, net of allowances of \$3,648 at January 2, 2016 and \$4,177 at January 3, 2015	60,904	58,080
Unbilled services, net of allowances of \$2,354 at January 2, 2016 and \$2,233 at January 3, 2015	25,473	25,085
Prepaid expenses and other current assets	11,876	10,716
Forgivable loans	4,402	2,449
Total current assets	140,794	144,529
Property and equipment, net	31,338	14,696
Goodwill	76,970	82,303
Intangible assets, net of accumulated amortization of \$10,454 at January 2, 2016 and \$9,584 at January 3, 2015	3,591	4,757
Deferred income taxes	18,856	19,272
Forgivable loans, net of current portion	40,283	42,907
Other assets	1,885	5,008
Total assets	<u>\$ 313,717</u>	<u>\$ 313,472</u>
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 13,652	\$ 13,700
Accrued expenses	65,118	66,548
Deferred revenue and other liabilities	5,730	6,220
Current portion of deferred rent	1,069	1,623
Current portion of deferred compensation	814	182
Current portion of note payable	75	—
Total current liabilities	86,458	88,273
Notes payable, net of current portion	—	981
Deferred rent and facility-related non-current liabilities	11,836	4,535
Deferred compensation and other non-current liabilities	4,355	3,371
Deferred income taxes	—	1,608
Total noncurrent liabilities	16,191	10,495
Commitments and contingencies		
Shareholders' equity:		
Preferred stock, no par value; 1,000,000 shares authorized; none issued and outstanding	—	—
Common stock, no par value; 25,000,000 shares authorized; 8,859,231 and 9,228,272 shares issued and outstanding at January 2, 2016 and January 3, 2015, respectively	65,731	73,171
Retained earnings	155,275	147,618
Accumulated other comprehensive loss	(9,250)	(6,704)
Total CRA International, Inc. shareholders' equity	211,756	214,085
Noncontrolling interest	(688)	619
Total shareholders' equity	211,068	214,704
Total liabilities and shareholders' equity	<u>\$ 313,717</u>	<u>\$ 313,472</u>

See accompanying notes to the consolidated financial statements.

CRA INTERNATIONAL, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS

	<u>Year Ended</u> <u>January 2,</u> <u>2016</u> <u>(52 weeks)</u>	<u>Year Ended</u> <u>January 3,</u> <u>2015</u> <u>(53 weeks)</u> <u>(in thousands)</u>	<u>Year Ended</u> <u>December 28,</u> <u>2013</u> <u>(52 weeks)</u>
OPERATING ACTIVITIES:			
Net income	\$ 6,325	\$ 13,407	\$ 11,235
Adjustments to reconcile net income to net cash provided by operating activities, net of effect of acquired businesses:			
Depreciation and amortization	6,542	6,438	6,460
Loss on disposal of property and equipment	16	28	16
NeuCo goodwill impairment	4,524	—	—
Deferred rent	6,768	220	(1,903)
Deferred income taxes	(1,710)	(1,431)	3,924
Share-based compensation expenses	5,791	5,619	3,035
Excess tax benefits from share-based compensation	(128)	(392)	(7)
NeuCo gain on extinguishment of debt	(606)	—	—
Accounts receivable allowances	(480)	(2,996)	(2,186)
Changes in operating assets and liabilities:			
Accounts receivable	(3,438)	1,929	9,917
Unbilled services	(772)	(738)	(2,997)
Prepaid expenses and other current assets, and other assets	(2,126)	(4,465)	2,039
Forgivable loans	233	4,379	(22,199)
Accounts payable, accrued expenses, and other liabilities	(515)	8,152	11,114
Net cash provided by operating activities	<u>20,424</u>	<u>30,150</u>	<u>18,448</u>
INVESTING ACTIVITIES:			
Consideration relating to acquisitions, net	—	(1,784)	(15,591)
Purchase of property and equipment	(17,975)	(4,192)	(2,816)
Collections on notes receivable	1,557	114	14
Payments on notes receivable	(78)	—	—
Net cash used in investing activities	<u>(16,496)</u>	<u>(5,862)</u>	<u>(18,393)</u>
FINANCING ACTIVITIES:			
Issuance of common stock, principally stock options exercises	602	469	207
Borrowings under line of credit	4,000	—	17,320
Payments under line of credit	(4,000)	—	(17,320)
Payments on notes payable	(300)	(26)	(700)
Payments of debt issuance costs	—	—	(1,120)
Tax withholding payment reimbursed by restricted shares	(668)	(1,222)	(730)
Excess tax benefits from share-based compensation	128	392	7
Repurchase of common stock	(12,806)	(25,492)	(2,190)
Net cash used in financing activities	<u>(13,044)</u>	<u>(25,879)</u>	<u>(4,526)</u>
Effect of foreign exchange rates on cash and cash equivalents	(944)	(1,461)	271
Net decrease in cash and cash equivalents	(10,060)	(3,052)	(4,200)
Cash and cash equivalents at beginning of period	48,199	51,251	55,451
Cash and cash equivalents at end of period	<u>\$ 38,139</u>	<u>\$ 48,199</u>	<u>\$ 51,251</u>
Noncash investing and financing activities:			
Issuance of common stock for acquired business	<u>\$ 42</u>	<u>\$ 427</u>	<u>\$ —</u>
Purchases of property and equipment not yet paid for	<u>\$ 1,593</u>	<u>\$ 23</u>	<u>\$ —</u>
Purchases of property and equipment paid by a third party	<u>\$ 2,785</u>	<u>\$ —</u>	<u>\$ —</u>
Supplemental cash flow information:			
Cash paid for taxes	<u>\$ 9,688</u>	<u>\$ 15,580</u>	<u>\$ 2,887</u>
Cash paid for interest	<u>\$ 240</u>	<u>\$ 443</u>	<u>\$ 339</u>
Securities received from a customer for settlement of accounts receivable	<u>\$ 192</u>	<u>\$ —</u>	<u>\$ —</u>

See accompanying notes to the consolidated financial statements.

CRA INTERNATIONAL, INC.

CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

(in thousands, except share data)

	Common Stock		Receivable From Shareholder	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	CRA International, Inc. Shareholders' Equity	Noncontrolling Interest	Total Shareholders' Equity
	Shares Issued	Amount						
BALANCE AT DECEMBER 29, 2012	10,057,448	\$ 93,174	\$ (120)	\$ 122,610	\$ (4,388)	\$ 211,276	\$ 958	\$ 212,234
Net income (loss)				11,370		11,370	(135)	11,235
Foreign currency translation adjustment					964	964		964
Exercise of stock options	13,389	207				207		207
Share-based compensation expense for employees		2,888				2,888		2,888
Restricted shares vesting	134,384							
Redemption of vested employee restricted shares for tax withholding	(37,642)	(730)				(730)		(730)
Tax deficit on stock option exercises and restricted share vesting		(254)				(254)		(254)
Payments received on notes receivable from shareholders			120			120		120
Shares repurchased	(118,968)	(2,190)				(2,190)		(2,190)
Share-based compensation expense for non-employees		147				147		147
Equity transactions of noncontrolling interest.							16	16
BALANCE AT DECEMBER 28, 2013	10,048,611	\$ 93,242	\$ —	\$ 133,980	\$ (3,424)	\$ 223,798	\$ 839	\$ 224,637
Net income (loss)				13,638		13,638	(231)	13,407
Foreign currency translation adjustment					(3,280)	(3,280)		(3,280)
Issuance of common stock	22,520	427				427		427
Exercise of stock options	20,931	469				469		469
Share-based compensation expense for employees		5,348				5,348		5,348
Restricted shares vesting	149,195							
Redemption of vested employee restricted shares for tax withholding	(41,470)	(1,222)				(1,222)		(1,222)
Tax benefit on stock option exercises and restricted share vesting		128				128		128
Shares repurchased	(971,515)	(25,492)				(25,492)		(25,492)
Share-based compensation expense for non-employees		271				271		271
Equity transactions of noncontrolling interest.							11	11
BALANCE AT JANUARY 3, 2015	<u>9,228,272</u>	<u>\$ 73,171</u>	<u>\$ —</u>	<u>\$ 147,618</u>	<u>\$ (6,704)</u>	<u>\$ 214,085</u>	<u>\$ 619</u>	<u>\$ 214,704</u>
Net income (loss)				7,657		7,657	(1,332)	6,325
Foreign currency translation adjustment					(2,546)	(2,546)		(2,546)
Issuance of common stock in connection with business acquisition	1,359	42				42		42
Exercise of stock options	29,288	602				602		602
Share-based compensation expense for employees		5,755				5,755		5,755
Share-based compensation expense for non-employees		11				11		11
Restricted shares vesting	106,504							
Redemption of vested employee restricted shares for tax withholding	(28,900)	(668)				(668)		(668)
Tax deficit on stock option exercises and restricted share vesting		(376)				(376)		(376)
Shares repurchased	(477,292)	(12,806)				(12,806)		(12,806)
Equity transactions of noncontrolling interest.							25	25
BALANCE AT JANUARY 2, 2016	<u>8,859,231</u>	<u>\$ 65,731</u>	<u>\$ —</u>	<u>\$ 155,275</u>	<u>\$ (9,250)</u>	<u>\$ 211,756</u>	<u>\$ (688)</u>	<u>\$ 211,068</u>

See accompanying notes to the consolidated financial statements.

CRA INTERNATIONAL, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Summary of Significant Accounting Policies

Description of Business

CRA International, Inc. ("CRA") is a worldwide leading consulting services firm that applies advanced analytic techniques and in-depth industry knowledge to complex engagements for a broad range of clients. CRA offers services in two broad areas: litigation, regulatory, and financial consulting and management consulting. CRA operates in two business segments, which are consulting services and NeuCo. CRA operates its business under its registered trade name, Charles River Associates.

Fiscal Year

CRA's fiscal year end is the Saturday nearest December 31 of each year. CRA's fiscal years periodically contain 53 weeks rather than 52 weeks. Fiscal 2015 was a 52-week year, fiscal 2014 was a 53-week year, and fiscal 2013 was a 52-week year.

Principles of Consolidation

The consolidated financial statements include the accounts of CRA and its wholly owned subsidiaries. In addition, as more fully explained below, the consolidated financial statements include CRA's interest in NeuCo, Inc. ("NeuCo"). All significant intercompany transactions and accounts have been eliminated in consolidation.

NeuCo Interest

CRA's ownership interest in NeuCo is 55.89% for all periods presented. Therefore, NeuCo's financial results have been consolidated with CRA's and the portion of NeuCo's results allocable to its other owners is shown as "noncontrolling interest." Additionally, a member of CRA's board of directors holds a greater than 5% interest in NeuCo as of January 2, 2016. NeuCo's software sales and maintenance agreement revenues included in CRA's consolidated statements of operations for fiscal 2015, fiscal 2014, and fiscal 2013 totaled approximately \$3.8 million, \$4.8 million, and \$5.1 million, respectively. NeuCo's net loss included in CRA's consolidated statements of operations for fiscal 2015, fiscal 2014 and fiscal 2013 was approximately \$3.0 million, \$0.5 million and \$0.3 million, respectively. NeuCo's net loss, net of amounts allocable to its other owners, included in CRA's consolidated statements of operations for fiscal 2015, fiscal 2014 and fiscal 2013 was approximately \$1.3 million, \$0.2 million and \$0.2 million, respectively. NeuCo's interim reporting schedule is based on calendar month-ends, but its fiscal year end is the last Saturday of November. CRA's quarterly results could include a few days reporting lag between CRA's quarter end and the most recent financial statements available from NeuCo. CRA does not believe that the reporting lag will have a significant impact on CRA's consolidated statements of operations or financial condition.

On January 8, 2015, NeuCo entered into an agreement to settle a note payable of approximately \$981,000 in exchange for aggregate payments of \$375,000. NeuCo recorded a gain on the extinguishment of this debt in the first quarter of fiscal 2015 of approximately \$606,000. Under the settlement order, the scheduled payments were made as follows: \$150,000 on January 8, 2015 and \$150,000 on February 28, 2015. The final payment of \$75,000 was paid on February 16, 2016. In case of default, the original amount would become due with credit given for amounts previously paid. See note 17, "Subsequent Events," regarding the final \$75,000 repayment of this debt made on February 16, 2016.

In accordance with ASC Topic 350, "Intangibles—Goodwill and Other," goodwill and intangible assets with indefinite lives are monitored annually for impairment, or more frequently, as necessary, if events or circumstances exist that would more likely than not reduce the fair value of the reporting unit

CRA INTERNATIONAL, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

below its carrying amount. During the fourth quarter of 2015 it was determined that NeuCo's net book value exceeded its fair value of equity. Therefore, it was required to perform a step two goodwill impairment test, which resulted in an impairment charge of \$4.5 million.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the U.S. requires management to make significant estimates and judgments that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities, at the date of the financial statements, and the reported amounts of consolidated revenues and expenses during the reporting period. Estimates in these consolidated financial statements include, but are not limited to, accounts and unbilled receivable allowances, revenue recognition on fixed price contracts, depreciation of property and equipment, share-based compensation, valuation of acquired intangible assets, impairment of long lived assets and goodwill, accrued and deferred income taxes, valuation allowances on deferred tax assets, accrued compensation, accrued exit costs, and other accrued expenses. These items are monitored and analyzed by CRA for changes in facts and circumstances, and material changes in these estimates could occur in the future. Changes in estimates are recorded in the period in which they become known. CRA bases its estimates on historical experience and various other assumptions that CRA believes to be reasonable under the circumstances. Actual results may differ from those estimates if CRA's assumptions based on past experience or other assumptions do not turn out to be substantially accurate.

Reclassifications

For presentation purposes, CRA has reclassified certain prior period amounts to conform to the current period financial statement presentation. These reclassifications had no impact on earnings. Forgivable loans were reclassified from prepaid expenses and other current assets, as well as other assets, on the consolidated balance sheets.

Revenue Recognition

CRA derives substantially all of its revenues from the performance of professional services. The contracts that CRA enters into and operates under specify whether the engagement will be billed on a time-and-materials or a fixed-price basis. These engagements generally last three to six months, although some of CRA's engagements can be much longer in duration.

CRA recognizes substantially all of its revenues under written service contracts with its clients when the fee is fixed or determinable, as the services are provided, and only in those situations where collection from the client is reasonably assured and sufficient contractual documentation has been obtained. In certain cases CRA provides services to its clients without sufficient contractual documentation, or fees are tied to performance-based criteria, which require CRA to defer revenue in accordance with U.S. GAAP. In these cases, these amounts are fully reserved until all criteria for recognizing revenue are met.

Most of CRA's revenue is derived from time-and-materials service contracts. Revenues from time-and-materials service contracts are recognized as services are provided based upon hours worked and contractually agreed-upon hourly rates, as well as indirect fees based upon hours worked.

Revenues from the majority of CRA's fixed-price engagements are recognized on a proportional performance method based on the ratio of costs incurred, substantially all of which are labor-related, to the total estimated project costs. CRA derived approximately 14%, 15%, and 13% of consolidated revenues from fixed-price engagements in fiscal 2015, fiscal 2014, and fiscal 2013, respectively. In general, project costs are classified as costs of services and are based on the direct salary of the

CRA INTERNATIONAL, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

consultants on the engagement plus all direct expenses incurred to complete the engagement, including any amounts billed to CRA by non-employee experts. The proportional performance method is used for fixed-price contracts because reasonably dependable estimates of the revenues and costs applicable to various stages of a contract can be made, based on historical experience and the terms set forth in the contract, and are indicative of the level of benefit provided to CRA's clients. Fixed-price contracts generally convert to time-and-materials contracts in the event the contract terminates. CRA's management maintains contact with project managers to discuss the status of the projects and, for fixed-price engagements, management is updated on the budgeted costs and resources required to complete the project. These budgets are then used to calculate revenue recognition and to estimate the anticipated income or loss on the project. Occasionally, CRA has been required to commit unanticipated additional resources to complete projects, which has resulted in lower than anticipated income or losses on those contracts. CRA may experience similar situations in the future. Provisions for estimated losses on contracts are made during the period in which such losses become probable and can be reasonably estimated. To date, such losses have not been significant.

Revenues also include reimbursable expenses, which include reimbursements for travel and other out-of-pocket expenses, outside consultants, and other reimbursable expenses. Reimbursable expenses are as follows (in thousands):

	<u>Year Ended</u> January 2, 2016 (52 weeks)	<u>Year Ended</u> January 3, 2015 (53 weeks)	<u>Year Ended</u> December 28, 2013 (52 weeks)
Reimbursable expenses	\$ 33,548	\$ 36,676	\$ 37,320

CRA's revenues include projects secured by its non-employee experts as well as projects secured by its employees. CRA recognizes all project revenue on a gross basis based on the consideration of the criteria set forth in Accounting Standards Codification ("ASC") Topic 605-45, *Principal Agent Considerations*.

CRA maintains accounts receivable allowances for estimated losses and disputed amounts resulting from clients' failure to make required payments. CRA bases its estimates on historical collection experience, current trends, and credit policy. In determining these estimates, CRA examines historical write-offs of its receivables and reviews client accounts to identify any specific customer collection issues.

If the financial condition of CRA's customers were to deteriorate or disputes were to arise regarding the services provided, resulting in an impairment of their ability or intent to make payment, additional allowances may be required.

Unbilled services represent revenue recognized by CRA for services performed but not yet billed to the client. Deferred revenue represents amounts billed or collected in advance of services rendered.

CRA collects goods and services and value added taxes from customers and records these amounts on a net basis, which is within the scope of ASC Topic 605-45, *Principal Agent Considerations*.

Cash and Cash Equivalents

Cash equivalents consist principally of securities with a maturity of three months or less when purchased and are stated at amortized cost, which approximates fair value. Cash equivalents in the form of investments in money market fund shares are held at net asset value, which approximates fair value.

CRA INTERNATIONAL, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Fair Value of Financial Instruments

ASC Topic 820, *Fair Value Measurements and Disclosures*, establishes a fair value hierarchy that prioritizes the inputs used to measure fair value. The hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1 measurement), then priority to quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active and model-based valuation techniques for which all significant assumptions are observable in the market (Level 2 measurement), then the lowest priority to unobservable inputs (Level 3 measurement).

The following table shows CRA's financial instruments as of January 2, 2016 and January 3, 2015 that are measured and recorded in the financial statements at fair value on a recurring basis (in thousands):

	January 2, 2016		
	Quoted Prices in Active Markets for Identical Assets or Liabilities	Significant Other Observable Inputs	Unobservable Inputs
	Level 1	Level 2	Level 3
Assets:			
Money market funds	\$ 6,015	\$ —	\$ —
Total Assets	\$ 6,015	\$ —	\$ —
Liabilities:			
Contingent acquisition liability	\$ —	\$ —	\$ 773
Total Liabilities	\$ —	\$ —	\$ 773
	January 3, 2015		
	Quoted Prices in Active Markets for Identical Assets or Liabilities	Significant Other Observable Inputs	Unobservable Inputs
	Level 1	Level 2	Level 3
Assets:			
Money market funds	\$ 20,042	\$ —	\$ —
Total Assets	\$ 20,042	\$ —	\$ —
Liabilities:			
Contingent acquisition liability	\$ —	\$ —	\$ 316
Total Liabilities	\$ —	\$ —	\$ 316

The fair values of CRA's money market funds are based on quotes received from third-party banks.

The contingent acquisition liability in the table above is for estimated future contingent consideration payments related to a prior acquisition. The fair value measure of this liability is based on significant inputs not observed in the market and thus represents a Level 3 measurement. The significant unobservable inputs used in the fair value measurements of this contingent acquisition liability are CRA's measures of the estimated payouts based on internally generated financial projections and discount rates. The fair value of the contingent acquisition liability is reassessed on a quarterly basis by CRA using additional information as it becomes available and any change in the fair value estimate is recorded in the earnings of that period.

CRA INTERNATIONAL, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

CRA's financial instruments, including cash, accounts receivable, loans and advances to employees and non-employee experts, accounts payable, and accrued expenses, are carried at cost, which approximates their fair value because of the short-term maturity of these instruments or because their stated interest rates are indicative of market interest rates.

Goodwill

In accordance with ASC Topic 350, "Intangibles—Goodwill and Other" ("ASC Topic 350"), goodwill and intangible assets with indefinite lives are not subject to amortization, but are monitored annually as of October 15th for impairment, or more frequently, as necessary, if events or circumstances exist that would more likely than not reduce the fair value of the reporting unit below its carrying amount. For CRA's goodwill impairment analysis, it operates under two reporting units, which are consulting services and NeuCo.

Under ASC Topic 350, in performing the first step of the goodwill impairment testing and measurement process, CRA compares the estimated value of each of its reporting units to its net book value to identify potential impairment. CRA estimates the fair value of its consulting business utilizing its market capitalization, plus an appropriate control premium, less the estimated fair value of NeuCo. Market capitalization is determined by multiplying CRA's shares outstanding on the test date by the market price of its common stock on that date. CRA determines the control premium utilizing a discounted cash flow model that takes into consideration CRA's forecasted results as well as appropriate industry, market and other pertinent factors, including indications of such premiums from data on recent acquisition transactions. The fair value of NeuCo is determined using an income approach which measures the value of the enterprise based on an expected stream of earnings over time. If the estimated fair value of a reporting unit is less than its net book value, the second step is performed to determine if goodwill is impaired. If through the impairment evaluation process a reporting unit determines that goodwill has been impaired, an impairment charge would be recorded in CRA's consolidated income statement.

NeuCo incurred an impairment loss during the fourth quarter of fiscal 2015. CRA's consulting services did not incur an impairment loss related to goodwill during fiscal 2015, fiscal 2014 or fiscal 2013 as there were no events or circumstances that would more likely than not reduce its fair value below its carrying amount, and CRA's consulting services estimated fair value was greater than its carrying value as of October 15th of each respective year.

The re-measurement of a reporting unit's fair value and that of its underlying assets and liabilities is classified as a Level 3 fair value assessment due to the significance of unobservable inputs developed using specific information from the reporting units. The fair value adjustment to goodwill, which resulted in NeuCo's impairment charge, was computed as the difference between NeuCo's fair value and the fair value of its underlying assets and liabilities. The unobservable inputs used to determine the fair value of the underlying assets and liabilities were based on our specific information such as estimates of revenue and cost growth rates, profit margins, discount rates, and cost estimated. See note 4, "Goodwill and Intangible Assets," for further details.

Intangible Assets

Intangible assets that are separable from goodwill and have determinable useful lives are valued separately and amortized over their estimated useful lives. Intangible assets consist of non-competition agreements, customer relationships, customer lists, developed technology, and trademarks, all of which are amortized on a straight-line basis over their remaining useful lives of four to ten years.

CRA INTERNATIONAL, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)*****Property and Equipment***

Property and equipment are recorded at cost. Depreciation is calculated using the straight-line method based on the estimated useful lives of three years for computer equipment, three to ten years for computer software, and ten years for furniture and fixtures. Amortization of leasehold improvements is calculated using the straight-line method over the shorter of the lease term or the estimated useful life of the leasehold improvements. Expenditures for maintenance and repairs are expensed as incurred. Expenditures for renewals and betterments are capitalized.

Leases and Deferred Rent

CRA leases all of its office space. Leases are evaluated and classified as operating or capital leases for financial reporting purposes. For leases that contain rent escalations and rent holidays, CRA records the total rent payable during the lease term, as determined above, on a straight-line basis over the term of the lease and records the difference between the rents paid and the straight-line rent as deferred rent. Additionally, any tenant improvement allowances received from the lessor are recorded as a reduction to rent expense.

Impairment of Long-Lived Assets

CRA reviews the carrying value of its long-lived assets (primarily property and equipment and intangible assets) to assess the recoverability of these assets whenever events or circumstances indicate that impairment may have occurred. Factors CRA considers important that could trigger an impairment review include the following:

- a significant underperformance relative to expected historical or projected future operating results;
- a significant change in the manner of CRA's use of the acquired asset or the strategy for CRA's overall business; and
- a significant negative industry or economic trend.

If CRA determines that an impairment review is required, CRA would review the expected future undiscounted cash flows to be generated by the assets or asset groups. If CRA determines that the carrying value of long-lived assets or asset groups may not be recoverable, CRA would measure any impairment based on a projected discounted cash flow method using a discount rate determined by CRA to be commensurate with the risk inherent in CRA's current business model. If impairment is indicated through this review, the carrying amount of the assets would be reduced to their estimated fair value.

Concentration of Credit Risk

CRA's billed and unbilled receivables consist of receivables from a broad range of clients in a variety of industries located throughout the U.S. and in other countries. CRA performs a credit evaluation of its clients to minimize its collectability risk. Periodically, CRA will require advance payment from certain clients. However, CRA does not require collateral or other security. CRA maintains accounts receivable allowances for estimated losses and disputed amounts resulting from clients' failures to make required payments. CRA bases its estimates on historical collection experience, current trends, and credit policy. In determining these estimates, CRA examines historical write-offs of its receivables and reviews client accounts to identify any specific customer collection issues. If the financial condition of any of CRA's customers were to deteriorate, resulting in an impairment of their ability or intent to make payment, additional allowances may be required.

CRA INTERNATIONAL, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

A rollforward of the accounts receivable allowances is as follows (in thousands):

	Fiscal Year 2015	Fiscal Year 2014	Fiscal Year 2013
Balance at beginning of period	\$ 4,177	\$ 7,210	\$ 9,459
Change related to NeuCo	—	(18)	(2)
Increases to reserve	2,361	948	5,619
Amounts written off	(2,881)	(3,993)	(7,891)
Effects of foreign currency translation	(9)	30	25
Balance at end of period	<u>\$ 3,648</u>	<u>\$ 4,177</u>	<u>\$ 7,210</u>

A rollforward of the unbilled receivables allowances is as follows (in thousands):

	Fiscal Year 2015	Fiscal Year 2014	Fiscal Year 2013
Balance at beginning of period	\$ 2,233	\$ 1,827	\$ 2,921
Increases to reserves	2,832	5,242	443
Amounts written off	(2,711)	(4,836)	(1,538)
Effects of foreign currency translation	—	—	1
Balance at end of period	<u>\$ 2,354</u>	<u>\$ 2,233</u>	<u>\$ 1,827</u>

Amounts deemed uncollectible are recorded as a reduction to revenues.

Net Income (Loss) Per Share

CRA computes basic net income or loss per share by dividing net income or loss by the weighted-average number of shares outstanding. CRA computes diluted net income or loss per share by dividing net income or loss by the sum of the weighted-average number of shares determined from the basic earnings per common share computation and the number of common stock equivalents that would have a dilutive effect. To the extent that there is a net loss, CRA assumes all common stock equivalents to be anti-dilutive, and they are excluded from diluted weighted-average shares outstanding. CRA determines common stock equivalent shares outstanding in accordance with the treasury stock method. In those years in which CRA has both net income and participating securities, CRA computes basic net income per share utilizing the two-class method earnings allocation formula to determine earnings per share for each class of stock according to dividends and participation rights in undistributed earnings. Under the two-class method, basic earnings per common share is computed by dividing net earnings allocated to common stock by the weighted-average number of common shares outstanding.

Share-Based Compensation

CRA accounts for equity-based compensation using a fair value based recognition method. Under the fair value recognition requirements of ASC Topic 718, "Compensation—Stock Compensation" ("ASC Topic 718"), share-based compensation cost is estimated at the grant date based on the fair value of the award and is recognized as expense over the requisite service period of the award. The amount of share-based compensation expense recognized at any date must at least equal the portion of grant date value of the award that is vested at that date. In accordance with ASC Topic 718, for performance-vesting restricted stock units awarded to employees, CRA estimates share-based compensation cost at the grant date based on the fair value of the award and recognizes the cost over the requisite service period on a straight line basis.

CRA INTERNATIONAL, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

For share-based awards granted to non-employee experts, CRA accounts for the compensation under variable accounting in accordance with ASC Topic 718 and ASC Topic 505-50, "Equity-Based Payments to Non-Employees" (formerly Emerging Issues Task Force 96-18, "Accounting for Equity Instruments That Are Issued to Other Than Employees for Acquiring, or in Conjunction with Selling, Goods or Services"), and recognizes the cost over the related vesting period.

Income Taxes

CRA accounts for income taxes using the asset and liability method of accounting for income taxes. Deferred tax assets and liabilities are recognized based upon anticipated future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective income tax bases, and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. A valuation allowance is recorded to reduce the carrying amounts of deferred tax assets if it is more likely than not that such assets will not be realized.

In addition, the calculation of CRA's tax liabilities involves dealing with uncertainties in the application of complex tax regulations in several different tax jurisdictions. CRA records liabilities for estimated tax obligations resulting in a provision for taxes that may become payable in the future, in accordance with ASC Topic 740-10, "Income Taxes," which prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return and also provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, and disclosure. CRA includes accrued interest and penalties, if any, related to uncertain tax positions in income tax expense.

Foreign Currency Translation

Balance sheet accounts of CRA's foreign subsidiaries are translated into U.S. dollars at year-end exchange rates and operating accounts are translated at average exchange rates for each year. The resulting translation adjustments are recorded in shareholders' equity as a component of accumulated other comprehensive income (loss). Foreign currency transactions are translated at current exchange rates, with adjustments recorded in the statement of operations. The effect of transaction gains and losses recorded in income (loss) before (provision) benefit for income taxes amounted to losses of \$0.6 million, \$0.3 million, and \$0.2 million for fiscal 2015, fiscal 2014, and fiscal 2013, respectively.

Recent Accounting Standards***Leases (Topic 842)***

In February 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2016-02, *Leases (Topic 842)* ("ASU 2016-02"). ASU 2016-02 establishes a comprehensive new lease accounting model. The new standard clarifies the definition of a lease, requires a dual approach to lease classification similar to current lease classifications, and causes lessees to recognize leases on the balance sheet as a lease liability with a corresponding right-of-use asset for leases with a lease term of more than twelve months. The new standard is effective for interim and annual periods beginning after December 15, 2018. Early adoption is permitted. The new standard requires a modified retrospective transition for capital or operating leases existing at or entered into after the beginning of the earliest comparative period presented in the financial statements, but it does not require transition accounting for leases that expire prior to the date of initial application. CRA has not yet determined the effects, if any, that the adoption of ASU 2016-02 may have on its financial position, results of operations, cash flows, or disclosures.

CRA INTERNATIONAL, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes

In November 2015, the Financial Accounting Standards Board ("FASB") updated Accounting Standards Codification ("ASC") Topic 740, *Income Taxes* to simplify the presentation of deferred taxes. ASU 2015-17, *Balance Sheet Classification of Deferred Taxes*, amends ASC Topic 740 by requiring the classification of all deferred tax liabilities and assets as noncurrent in a classified statement of financial position. The amendments in this ASU have no effect on entities not presenting a classified statement of financial position. The standard is effective for annual and interim periods beginning after December 15, 2016, for public business entities. Earlier application is permitted for all entities as of the beginning of an interim or annual reporting period. An entity may apply the amendments either prospectively to all deferred tax liabilities and assets or retrospectively to all periods presented. All entities would disclose the nature of and reason for the change in accounting principle in both the interim and annual period first adopted. For prospective application, an entity would note that prior periods were not retrospectively adjusted; for retrospective application, an entity would disclose quantitative information about the effects of the accounting change on prior periods. CRA early adopted ASU 2015-17, which resulted in the reclassification of \$20.5M from current deferred income taxes to noncurrent deferred income taxes on CRA's consolidated balance sheets as of January 3, 2015. Adoption of ASU 2015-17 had no impact on CRA's results of operations.

	January 3, 2015		
	As Filed	Reclass (in thousands)	As Adjusted
Current deferred income tax assets	\$ 20,638	\$ (20,638)	\$ —
Long-term deferred income tax assets	174	19,098	19,272
Current deferred income tax liabilities	(121)	121	—
Long-term deferred income tax liabilities	(3,027)	1,419	(1,608)
Net deferred tax assets	\$ 17,664	\$ —	\$ 17,664
Total current assets	165,167	(20,638)	144,529
Total assets	315,012	(1,540)	313,472
Total current liabilities	88,394	(121)	88,273
Total shareholder's equity	214,704	—	214,704

Business Combinations (Topic 805): Simplifying the Accounting for Measurement-Period Adjustments

In September 2015, the FASB issued ASU No. 2015-16, *Business Combinations (Topic 805): Simplifying the Accounting for Measurement-Period Adjustments* ("ASU 2015-16"). With the issuance of ASU 2015-16, the current guidance under FASB ASC 805 eliminates the requirement that an acquirer retrospectively adjust provisional amounts recognized in a business combination during the measurement period. The measurement period is one year from the date of the acquisition. The amendments in ASU 2015-16 require that an acquirer recognize adjustments to provisional amounts that are identified during the measurement period in the reporting period in which the adjustment amounts are determined. For public business entities, the amendments in this Update are effective for fiscal years beginning after December 15, 2015, including interim periods within those fiscal years. CRA believes that the adoption of ASU 2015-16 will not have a material impact on its financial position, results of operations, cash flows, or disclosures.

CRA INTERNATIONAL, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)***Revenue from Contracts with Customers*

In August 2015, the FASB issued ASU No. 2015-14, *Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date* ("ASU 2015-14"). ASU 2015-14 defers by one year the effective date of ASU No. 2014-09, *Revenue from Contracts with Customers* ("ASU 2014-09"). The deferral results in ASU 2014-09 being effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2017. Early adoption is permitted for interim and annual periods beginning after December 15, 2016. The main provision of ASU 2014-09 is to recognize revenue when control of the goods or services transfers to the customer, as opposed to the existing guidance of recognizing revenue when the risks and rewards transfer to the customer. CRA has not yet determined the effects, if any, that the adoption of ASU 2014-09 may have on its financial position, results of operations, cash flows, or disclosures.

Simplifying the Presentation of Debt Issuance Costs

In April 2015, the FASB issued ASU No. 2015-03, *Interest-Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs* ("ASU 2015-03"). ASU 2015-03 requires that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. ASU 2015-03 is effective for the first interim period for fiscal years beginning after December 15, 2015. CRA believes that the adoption of ASU 2015-03 will not have a material impact on its financial position, results of operations, cash flows, or disclosures.

Reporting of Going-Concern Uncertainties

In August 2014, the FASB issued ASU No. 2014-15, *Presentation of Financial Statements—Going Concern (Subtopic 205-40): Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern* ("ASU 2014-15"). ASU 2014-15 is intended to define management's responsibility to evaluate whether there is substantial doubt about an organization's ability to continue as a going concern and provides guidance to an organization's management, with principles and definitions that are intended to reduce diversity in the timing and content of disclosures in the financial statement footnotes. ASU 2014-15 is effective for the annual period ending after December 15, 2016, and for annual periods and interim periods thereafter. Early application is permitted. CRA believes that the adoption of ASU 2014-15 will not have a material impact on its financial position, results of operations, cash flows, or disclosures.

Accounting for Share-Based Payments

In June 2014, the FASB issued ASU No. 2014-12, *Accounting for Share-Based Payments When the Terms of an Award Provide That a Performance Target Could Be Achieved after the Requisite Service Period (a consensus of the FASB Emerging Issues Task Force)* ("ASU 2014-12"). ASU 2014-12 clarifies that entities should treat performance targets that can be met after the requisite service period of a share-based payment award as performance conditions that affect vesting. Therefore, an entity would not record compensation expense (measured as of the grant date without taking into account the effect of the performance target) related to an award for which transfer to the employee is contingent on the entity's satisfaction of a performance target until it becomes probable that the performance target will be met. There are no new disclosures required under ASU 2014-12. ASU 2014-12 is effective for fiscal years, and interim periods within those years, beginning after December 15, 2015. CRA believes that the adoption of ASU 2014-12 will not have a material impact on its financial position, results of operations, cash flows, or disclosures.

CRA INTERNATIONAL, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

2. Business Acquisition

On January 31, 2013, CRA announced that an approximate 40-person litigation consulting team joined CRA, effective February 1, 2013. Under an agreement to hire the team, CRA accelerated the previously announced start dates of certain key personnel from May 2013. Under the terms of the transaction, CRA acquired certain intangible assets, accounts receivable, and certain client projects currently underway. The fair values of the assets acquired and the liabilities assumed as part of the acquisition were finalized in the first quarter of fiscal 2014. The acquisition was not material. The acquisition was accounted for under the purchase method of accounting, and the results of operations have been included in the accompanying consolidated statements of operations from the date of acquisition.

3. Forgivable Loans

In order to attract and retain highly skilled professionals, CRA may issue forgivable loans to employees and non-employee experts, certain of which loans may be denominated in local currencies. A portion of these loans is collateralized. The forgivable loans have terms that are generally between three and eight years with interest ranging up to 3.25%. The principal amount of forgivable loans and accrued interest is forgiven by CRA over the term of the loans, so long as the employee or non-employee expert continues employment or affiliation with CRA and complies with certain contractual requirements. During fiscal years 2015 and 2014, there were no balances due under these loans for which the full principal and interest were not collected. The expense associated with the forgiveness of the principal amount of the loans is recorded as compensation expense over the service period, which is consistent with the term of the loans. CRA has not typically recorded an allowance for doubtful accounts for these loans due to its collection experience and its assessment of collectability. For fiscal 2015 and fiscal 2014, no allowances or write offs of these loans were recorded.

Forgivable loan activity for fiscal years 2015 and 2014 is as follows (in thousands):

	January 2, 2016	January 3, 2015
Beginning balance	\$ 45,356	\$ 54,759
Advances	14,531	5,964
Terminations	—	(2,158)
Amortization	(15,202)	(13,209)
Ending balance	<u>\$ 44,685</u>	<u>\$ 45,356</u>
Current portion of forgivable loans	<u>\$ 4,402</u>	<u>\$ 2,449</u>
Non-current portion of forgivable loans	<u>\$ 40,283</u>	<u>\$ 42,907</u>

4. Goodwill and Intangible Assets

The changes in the carrying amount of goodwill for fiscal 2015 and fiscal 2014 are as follows (in thousands):

	Goodwill, gross	Accumulated impairment losses	Goodwill, net
Balance at January 3, 2015	\$ 154,196	\$ (71,893)	\$ 82,303
Goodwill impairment related to NeuCo	—	(4,524)	(4,524)
Effect of foreign currency translation	(809)	—	(809)
Balance at January 2, 2016	<u>\$ 153,387</u>	<u>\$ (76,417)</u>	<u>\$ 76,970</u>

CRA INTERNATIONAL, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

	Goodwill, gross	Accumulated impairment losses	Goodwill, net
Balance at December 28, 2013	\$ 153,466	\$ (71,893)	\$ 81,573
Goodwill adjustments related to acquisitions	1,797	—	1,797
Effect of foreign currency translation	(1,067)	—	(1,067)
Balance at January 3, 2015	<u>\$ 154,196</u>	<u>\$ (71,893)</u>	<u>\$ 82,303</u>

NeuCo incurred an impairment loss during the fourth quarter of fiscal 2015. NeuCo did not incur an impairment loss in fiscal 2014 or fiscal 2013. CRA did not incur an impairment loss during fiscal 2015, fiscal 2014 or fiscal 2013 as there were no events or circumstances that would more likely than not reduce CRA's fair value below its carrying amount, and CRA's estimated fair value was greater than its carrying value as of October 15th of each respective year.

Intangible assets that are separable from goodwill and have determinable useful lives are valued separately and amortized over their expected useful lives. There were no impairment losses related to intangible assets during fiscal 2015, fiscal 2014, or fiscal 2013.

The components of acquired identifiable intangible assets are as follows (in thousands):

	January 2, 2016	January 3, 2015
Non-competition agreements, net of accumulated amortization of \$4,064 and \$4,046, respectively	\$ 129	\$ 236
Customer relationships, net of accumulated amortization of \$4,598 and \$3,746, respectively	3,462	4,521
Other intangible assets, net of accumulated amortization of \$1,792 and \$1,792, respectively	—	—
	<u>\$ 3,591</u>	<u>\$ 4,757</u>

Amortization of intangible assets was \$1.0 million, \$1.4 million, and \$1.2 million in fiscal 2015, fiscal 2014, and fiscal 2013, respectively. Amortization of intangible assets held at January 2, 2016 for the next five fiscal years is expected to be as follows (in thousands):

<u>Fiscal Year</u>	<u>Amortization Expense</u>
2016	\$ 870
2017	827
2018	802
2019	547
2020	545
	<u>\$ 3,591</u>

CRA INTERNATIONAL, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

5. Property and Equipment

Property and equipment consist of the following (in thousands):

	January 2, 2016	January 3, 2015
Computer, office equipment and software	\$ 21,920	\$ 24,197
Leasehold improvements	29,361	21,613
Furniture	6,930	7,730
Total cost	58,211	53,540
Accumulated depreciation and amortization	(26,873)	(38,844)
	<u>\$ 31,338</u>	<u>\$ 14,696</u>

Depreciation expense, including amounts recorded in costs of services, was \$5.5 million, \$5.0 million, and \$5.2 million, in fiscal 2015, fiscal 2014, and fiscal 2013, respectively.

6. Accrued Expenses

Accrued expenses consist of the following (in thousands):

	January 2, 2016	January 3, 2015
Compensation and related expenses	\$ 57,963	\$ 61,527
Income taxes payable	323	490
Other	6,832	4,531
	<u>\$ 65,118</u>	<u>\$ 66,548</u>

As of January 2, 2016 and January 3, 2015, \$44.9 million and \$49.2 million of accrued bonuses for fiscal 2015 and fiscal 2014, respectively, were included above in "Compensation and related expenses".

7. Credit Agreement

CRA is party to a credit agreement that provides CRA with a \$125.0 million revolving credit facility and a \$15 million sublimit for the issuance of letters of credit. CRA may use the proceeds of the revolving credit facility for working capital and other general corporate purposes. CRA may repay any borrowings under the revolving credit facility at any time, but no later than April 24, 2018. There were no amounts outstanding under this revolving line of credit as of January 2, 2016 and January 3, 2015, respectively.

As of January 2, 2016, the amount available under this revolving line of credit was reduced by certain letters of credit outstanding, which amounted to \$2.5 million. Borrowings under the revolving credit facility bear interest at a rate per annum of either (i) the adjusted base rate, as defined in the credit agreement, plus an applicable margin, which varies between 0.50% and 1.50% depending on CRA's total leverage ratio as determined under the credit agreement, or (ii) the adjusted eurocurrency rate, as defined in the credit agreement, plus an applicable margin, which varies between 1.50% and 2.50% depending on CRA's total leverage ratio. CRA is required to pay a fee on the unused portion of the revolving credit facility at a rate per annum that varies between 0.25% and 0.375% depending on its total leverage ratio. Borrowings under the credit facility are secured by 100% of the stock of certain of CRA's U.S. subsidiaries and 65% of the stock of certain of its foreign subsidiaries, which represent approximately \$6.0 million and \$6.4 million in net assets as of January 2, 2016 and January 3, 2015, respectively.

CRA INTERNATIONAL, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Under the credit agreement, CRA must comply with various financial and non-financial covenants. Compliance with these financial covenants is tested on a fiscal quarterly basis. Any indebtedness outstanding under the credit facility may become immediately due and payable upon the occurrence of stated events of default, including CRA's failure to pay principal, interest or fees or a violation of any financial covenant. The financial covenants require CRA to maintain an adjusted consolidated EBITDA to consolidated interest expense ratio of more than 2.5:1.0 and to comply with a consolidated debt to adjusted consolidated EBITDA ratio of not more than 3.0:1.0. The non-financial covenant restrictions of the senior credit agreement include, but are not limited to, CRA's ability to incur additional indebtedness, engage in acquisitions or dispositions, and enter into business combinations. As of January 2, 2016 and January 3, 2015, CRA was in compliance with the covenants of its credit agreement.

8. Employee Benefit Plans

CRA maintains qualified defined-contribution plans under Section 401(k) of the Internal Revenue Code, covering substantially all U.S. employees who meet specified age and service requirements. Company contributions are made at the discretion of CRA, and cannot exceed the maximum amount deductible under applicable provisions of the Internal Revenue Code. Effective in fiscal 2014, CRA also has a defined-contribution plan covering employees in the United Kingdom for which company contributions are made at the discretion of CRA. Company contributions under these plans amounted to approximately \$2.2 million, \$1.6 million, and \$1.7 million for fiscal 2015, fiscal 2014, and fiscal 2013, respectively.

9. Net Income (Loss) Per Share

CRA calculates basic and diluted earnings per common share using the two-class method. Under the two-class method, net earnings are allocated to each class of common stock and participating security as if all of the net earnings for the period had been distributed. CRA's participating securities consist of unvested share-based payment awards that contain a nonforfeitable right to receive dividends and therefore are considered to participate in undistributed earnings with common shareholders. Basic earnings per common share excludes dilution and is calculated by dividing net earnings allocable to common shares by the weighted-average number of common shares outstanding for the period. Diluted earnings per common share is calculated by dividing net earnings allocable to common shares by the weighted-average number of common shares as of the balance sheet date, as adjusted for the potential dilutive effect of non-participating share-based awards. Net earnings allocable to these participating securities were not significant for fiscal 2015, fiscal 2014 or fiscal 2013.

The following table presents a reconciliation from net income to the net income available to common shareholders (in thousands):

	Fiscal Year 2015	Fiscal Year 2014	Fiscal Year 2013
Net income, as reported	\$ 7,657	\$ 13,638	\$ 11,370
Less: net income attributable to participating shares	59	20	27
Net income available to common shareholders	<u>\$ 7,598</u>	<u>\$ 13,618</u>	<u>\$ 11,343</u>

CRA INTERNATIONAL, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

For fiscal 2015, fiscal 2014 and fiscal 2013, the following is a reconciliation of basic to diluted weighted average shares of common stock outstanding (in thousands):

	Fiscal Year 2015	Fiscal Year 2014	Fiscal Year 2013
Basic weighted average shares outstanding	9,010	9,747	10,084
Common stock equivalents:			
Stock options and restricted stock	185	150	89
Diluted weighted average shares outstanding	<u>9,195</u>	<u>9,897</u>	<u>10,173</u>

For fiscal 2015, fiscal 2014 and fiscal 2013, the anti-dilutive share based awards that were excluded from the calculation of common stock equivalents for purposes of computing diluted weighted average shares outstanding amounted to 522,593, 764,748, and 1,138,411 shares, respectively.

10. Common Stock

Share-Based Compensation. Approximately \$5.8 million, \$5.3 million, and \$2.9 million of share-based compensation expense was recorded in fiscal 2015, fiscal 2014, and fiscal 2013, respectively, as an increase to common stock for share-based payment awards made to CRA's employees and directors, based on the estimated grant date fair values of stock options, shares of restricted stock, and restricted stock units vesting during the period.

CRA also recorded \$11,000, \$271,000, and \$147,000 for fiscal 2015, fiscal 2014, and fiscal 2013, respectively, in shared-based compensation expense for grants to non-employees (other than directors).

Restricted Share Vesting. In fiscal 2015, fiscal 2014, and fiscal 2013, 106,504, 149,195, and 134,384 shares of restricted stock and restricted stock units vested, respectively. CRA redeemed 28,900, 41,470, and 37,642 of these shares from their holders in order to pay \$0.7 million, \$1.2 million, and \$0.7 million, respectively, of employee tax withholdings.

Common Stock Repurchases and Retirements. On August 10, 2012, February 13, 2014, and October 23, 2014, CRA's Board of Directors authorized the repurchase of up to \$5.0 million, \$15.0 million, and \$30.0 million, respectively, of CRA's common stock. Repurchases under these programs are discretionary and CRA may make such repurchases under any of these programs in the open market (including under any Rule 10b5-1 plan adopted by CRA) or in privately negotiated transactions, in each case in accordance with applicable insider trading and other securities laws and regulations. CRA records the retirement of its repurchased shares as a reduction to common stock. During fiscal 2015, CRA repurchased and retired 477,292 shares under these share repurchase programs at an aggregate price of approximately \$12.8 million, resulting in approximately \$8.1 million available for future repurchases as of January 2, 2016. During fiscal 2014, CRA repurchased and retired 971,515 shares under these share repurchase programs at an aggregate price of approximately \$25.5 million, resulting in approximately \$20.9 million available for future repurchases as of January 3, 2015. During fiscal 2013, CRA repurchased and retired 118,968 shares under these share repurchase programs at an aggregate price of approximately \$2.2 million, resulting in approximately \$1.4 million available for future repurchases as of December 28, 2013.

Exercise of Stock Options. During fiscal 2015, 29,288 options were exercised for \$0.6 million of proceeds. During fiscal 2014, 20,931 options were exercised for \$0.5 million of proceeds. During fiscal 2013, 13,389 options were exercised for \$0.2 million of proceeds.

Tax Benefits and Deficits on Stock Option Exercises and Restricted Share Vesting. In fiscal 2014, CRA recorded \$0.1 million of tax benefits on stock option exercises and the vesting of shares of restricted stock and restricted stock units as an increase to common stock. CRA recorded tax deficits

CRA INTERNATIONAL, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

on stock options exercises and the vesting of shares of restricted stock and restricted stock units as a decrease to common stock in fiscal 2015 and fiscal 2013, totaling \$0.4 million and \$0.3 million, respectively.

11. Share-Based Compensation

CRA recorded approximately \$5.8 million, \$5.3 million, and \$2.9 million of compensation expense for fiscal 2015, fiscal 2014, and fiscal 2013 for share-based awards consisting of stock options, shares of restricted stock, time-vesting restricted stock units, and performance-vesting restricted stock units issued to employees and directors based on their respective estimated grant date fair values. Performance-vesting restricted stock units are expensed using the graded acceleration method.

In addition, CRA recorded \$11,000, \$271,000, and \$147,000 of share-based compensation expense during fiscal 2015, fiscal 2014, and fiscal 2013, respectively, for share-based awards consisting of stock options and shares of restricted stock issued to non-employees (other than directors).

CRA maintains share-based compensation plans that use restricted stock, stock options, restricted stock units, as well as an employee stock purchase plan, to provide incentives to its directors, employees and independent contractors. Additionally, during fiscal 2009, CRA implemented a long-term incentive program for certain key employees. Under this program, participants may receive a mixture of stock options, time-vesting restricted stock units, and performance-vesting restricted stock units. The program is designed to reward key employees and provide participants the opportunity to share in the long-term growth of CRA. CRA has granted options, time-vesting restricted stock units, and performance-vesting restricted stock units under this program during fiscal 2009 through fiscal 2015, except fiscal 2012. These awards are granted under the 2006 Incentive Plan discussed below.

CRA's Amended and Restated 2006 Equity Incentive Plan, as amended (the "2006 Incentive Plan"), authorizes the grant of a variety of incentive and performance awards to CRA's directors, employees and independent contractors, including incentive stock options, nonqualified stock options, restricted stock awards, restricted stock unit awards, performance awards and other share-based awards. Each share of CRA's common stock issued pursuant to an award (other than a stock option) granted under the 2006 Incentive Plan on or after April 30, 2010 counts as 1.83 shares against the maximum number of shares issuable under the plan, as does any restricted stock unit or other performance award granted under the plan on or after April 30, 2010 to the extent that shares of CRA's common stock were or will be used for measurement purposes. The maximum number of shares issuable under the 2006 Incentive Plan is 4,874,000, consisting of (1) 500,000 shares initially reserved for issuance under the 2006 Incentive Plan, (2) 1,000,000 shares that either remained for future awards under CRA's 1998 Incentive and Nonqualified Stock Option Plan (the "1998 Plan") on April 21, 2006, the date CRA's shareholders initially approved the 2006 Incentive Plan, or were subject to stock options issued under the 1998 Plan that were forfeited or terminated after April 21, 2006, (3) 210,000 shares approved by CRA's shareholders in 2008, (4) 1,464,000 shares approved by CRA's shareholders in 2010, and (5) the 1,700,000 shares that CRA has determined to use of the 2,500,000 shares approved by CRA's shareholders in 2012.

CRA INTERNATIONAL, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Under CRA's 2009 Nonqualified Inducement Stock Option Plan, options to purchase 200,000 shares have been granted. A maximum of 250,000 shares may be issued pursuant to stock option grants under the 2009 Nonqualified Inducement Stock Option Plan. Accordingly, there are an additional 50,000 stock options available for grant under this plan. Each stock option granted under this plan vests over four years, has a term of seven years, and an exercise price equal to \$50.00 per share.

A summary of option activity from all plans is as follows:

	Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term	Aggregate Intrinsic Value <small>(in thousands)</small>
Outstanding at January 3, 2015	1,154,945	\$ 29.93		
Fiscal 2015:				
Granted	250,835	21.74		
Exercised	(29,288)	20.57		\$ 103
Expired	(138,695)	46.22		
Forfeited	(31,019)	38.66		
Outstanding at January 2, 2016	<u>1,206,778</u>	26.36	3.98	42
Options exercisable at January 2, 2016	<u>701,514</u>	28.53	2.45	21
Vested or expected to vest at January 2, 2016	<u>1,190,974</u>	\$ 26.40	3.96	\$ 41

The weighted average fair market value using the Black-Scholes option-pricing model of the stock options granted in fiscal 2015, fiscal 2014 and fiscal 2013 was \$7.37, \$12.24 and \$7.77, respectively. The fair market value of the stock options at the date of grant was estimated using the Black-Scholes option-pricing model with the following weighted average assumptions:

	2015	2014	2013
Risk-free interest rate	1.4%	1.6%	1.4%
Expected volatility	39%	43%	47%
Forfeiture rate	1.1%	4.0%	4.5%
Weighted average expected life (in years)	4.50	5.00	5.00
Expected dividends	—	—	—

The risk-free interest rate is based on U.S. Treasury interest rates with corresponding terms consistent with the expected life of the stock options. Expected volatility and expected life are based on CRA's historical experience. Expected dividend yield was not considered in the option-pricing formula because CRA does not pay dividends and has no current plans to do so in the future. The forfeiture rate used was based upon historical experience. CRA believes its historical experience is an appropriate indicator of future forfeiture.

CRA INTERNATIONAL, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The aggregate intrinsic value of stock options exercised in fiscal 2015, fiscal 2014, and fiscal 2013 was approximately \$0.1 million for each year. The following table summarizes stock options outstanding and stock options exercisable as of January 2, 2016:

Range of Exercise Prices	Options Outstanding			Options Exercisable	
	Number Outstanding at January 2, 2016	Weighted-Average Remaining Contractual Life (years)	Weighted-Average Exercise Price	Number Exercisable at January 2, 2016	Weighted-Average Exercise Price
\$18.48	244,625	4.88	\$ 18.48	122,296	\$ 18.48
\$18.49 - 22.81	539,238	4.43	21.61	294,029	21.68
\$22.82 - 29.07	80,400	1.02	24.23	78,400	24.21
\$29.08 - 32.26	180,015	5.90	30.98	44,289	30.97
\$32.27 - 48.85	12,500	0.07	48.85	12,500	48.85
\$48.86 - 50.00	150,000	0.51	50.00	150,000	50.00
\$50.01 - 53.72	—	—	—	—	—
Total	1,206,778	3.98	\$ 26.36	701,514	\$ 28.53

The following table summarizes the status of CRA's non-vested stock options since January 3, 2015:

	Non-vested Options	
	Number of Shares	Weighted-Average Fair Value
Non-vested at January 3, 2015	417,185	\$ 9.98
Granted	250,835	7.48
Vested	(156,737)	9.57
Forfeited	(6,019)	11.61
Non-vested at January 2, 2016	505,264	\$ 8.75

The total fair value of stock options that vested during fiscal 2015, fiscal 2014, and fiscal 2013 was \$1.5 million, \$1.4 million, and \$1.3 million, respectively. As of January 2, 2016, there was \$4.1 million of total unrecognized compensation cost, net of expected forfeitures, related to non-vested stock options granted. That cost is expected to be recognized over a weighted-average period of 3.1 years.

CRA grants restricted stock and time-vesting restricted stock unit awards, which are subject to the execution of a restricted stock agreement or restricted stock unit agreement, as applicable. Generally, shares of restricted stock and time-vesting restricted stock units vest in four equal annual installments beginning on the first anniversary of the date of grant. Total unrecognized compensation cost, net of expected forfeitures, related to restricted stock and time-vesting restricted stock unit awards as of January 2, 2016 was \$6.4 million, which is expected to be recognized over a weighted-average period of 3.1 years.

CRA INTERNATIONAL, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The following table summarizes the status of CRA's non-vested restricted stock and time-vesting restricted stock unit awards since January 3, 2015:

	Non-vested Restricted Stock and Stock Units	
	Number of Shares	Weighted-Average Fair Value
Non-vested at January 3, 2015	286,142	\$ 23.72
Granted	144,784	\$ 22.01
Vested	(106,504)	\$ 22.72
Forfeited	(3,009)	\$ 28.26
Non-vested at January 2, 2016	321,413	\$ 23.17

The total fair value of restricted units that vested during fiscal 2015, fiscal 2014, and fiscal 2013 was \$2.4 million, \$3.2 million, and \$3.1 million, respectively.

In accordance with ASC Topic 718, for performance-vesting restricted stock units awarded to employees, CRA estimates share-based compensation cost at the grant date based on the fair value of the award and recognizes the cost over the requisite service period using the graded acceleration method. As of January 2, 2016, the following shares may become issuable under performance-vesting restricted stock unit awards upon achievement of certain financial performance goals as follows: up to approximately 121,000 shares for a measurement period falling within the first quarter of fiscal 2014 through the fourth quarter of fiscal 2015, up to approximately 150,000 shares for a measurement period falling within the first quarter of fiscal 2015 through the fourth quarter of fiscal 2016 and up to approximately 204,000 shares for a measurement period falling within the first quarter of fiscal 2016 through the fourth quarter of fiscal 2017.

In fiscal 1998, CRA adopted its 1998 Employee Stock Purchase Plan. The 1998 Employee Stock Purchase Plan authorizes the issuance of up to an aggregate of 243,000 shares of common stock to participating employees at a purchase price equal to 85% of fair market value on either the first or the last day of the one-year offering period under the Stock Purchase Plan. In fiscal 2015, fiscal 2014, and fiscal 2013, there were no offering periods under this plan and no shares were issued.

During fiscal 2015, CRA modified awards through an acceleration of the vesting schedule for an employee and a director in connection with their retirement. The modification resulted in total additional compensation cost of \$294 thousand dollars.

12. Business Segment and Geographic Information

CRA operates in two business segments, which are consulting services and NeuCo. NeuCo's financial information is included below and is immaterial to the overall consolidated financial

CRA INTERNATIONAL, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

statements. Revenue and long-lived assets by country, based on the physical location of the operation to which the revenues or the assets relate, are as follows (in thousands):

	<u>Fiscal Year</u> 2015 (52 weeks)	<u>Fiscal Year</u> 2014 (53 weeks)	<u>Fiscal Year</u> 2013 (52 weeks)
Revenue:			
United States	\$ 243,261	\$ 238,466	\$ 216,815
United Kingdom	44,248	49,127	46,987
Other	16,050	18,778	14,630
Total foreign	<u>60,298</u>	<u>67,905</u>	<u>61,617</u>
	<u>\$ 303,559</u>	<u>\$ 306,371</u>	<u>\$ 278,432</u>
		<u>January 2,</u> 2016	<u>January 3,</u> 2015
Long-lived assets (property and equipment, net):			
United States		\$ 29,877	\$ 12,753
United Kingdom		1,075	1,595
Other		386	348
Total foreign		<u>1,461</u>	<u>1,943</u>
		<u>\$ 31,338</u>	<u>\$ 14,696</u>

13. Income Taxes

The components of income (loss) before (provision) benefit for income taxes are as follows (in thousands):

	<u>Fiscal Year</u> 2015 (52 weeks)	<u>Fiscal Year</u> 2014 (53 weeks)	<u>Fiscal Year</u> 2013 (52 weeks)
Income before (provision) benefit for income taxes:			
U.S.	\$ 10,565	\$ 20,899	\$ 13,659
Foreign	1,250	2,416	4,259
Total	<u>\$ 11,815</u>	<u>\$ 23,315</u>	<u>\$ 17,918</u>

CRA INTERNATIONAL, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The provision (benefit) for income taxes consists of the following (in thousands):

	<u>Fiscal Year</u> 2015 (52 weeks)	<u>Fiscal Year</u> 2014 (53 weeks)	<u>Fiscal Year</u> 2013 (52 weeks)
Currently payable:			
Federal	\$ 5,104	\$ 8,585	\$ 1,241
Foreign	546	876	1,264
State	1,550	1,878	254
	<u>7,200</u>	<u>11,339</u>	<u>2,759</u>
Deferred:			
Federal	(799)	(1,068)	3,592
Foreign	(307)	(505)	(238)
State	(604)	142	570
	<u>\$ (1,710)</u>	<u>\$ (1,431)</u>	<u>\$ 3,924</u>
	<u>\$ 5,490</u>	<u>\$ 9,908</u>	<u>\$ 6,683</u>

A reconciliation of CRA's tax rates with the Federal statutory rate is as follows:

	<u>Fiscal Year</u> 2015	<u>Fiscal Year</u> 2014	<u>Fiscal Year</u> 2013
Federal statutory rate	35.0%	35.0%	35.0%
State income taxes, net of federal income tax benefit	9.2	3.6	4.4
State law changes	(3.8)	—	—
Foreign losses benefited	(9.2)	(1.8)	(2.8)
Losses not benefited	5.0	0.6	0.3
Foreign rate differential	(2.7)	0.6	(0.4)
Foreign tax credit	—	—	(0.1)
Uncertain tax positions	8.7	0.7	(2.1)
NeuCo goodwill impairment	13.4	—	—
NeuCo tax provision (benefit)	(13.6)	0.9	1.5
Permanently disallowed expenses	6.8	2.1	1.6
Prior period adjustments	(0.6)	3.0	—
Release of valuation allowance	(1.7)	(2.2)	—
Other	—	—	(0.1)
	<u>46.5%</u>	<u>42.5%</u>	<u>37.3%</u>

CRA INTERNATIONAL, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The components of CRA's deferred tax assets (liabilities) are as follows (in thousands):

	January 2, 2016	January 3, 2015
Deferred tax assets:		
Accrued compensation and related expense	\$ 25,148	\$ 23,876
Allowance for doubtful accounts	2,159	2,065
Net operating loss carryforwards	4,097	5,201
Accrued expenses and other	2,462	967
Total gross deferred tax assets	33,866	32,109
Less: valuation allowance	(4,003)	(4,912)
Total deferred tax assets net of valuation allowance	29,863	27,197
Deferred tax liabilities:		
Goodwill and other intangible asset amortization	4,715	5,191
Property and equipment	3,723	498
Tax basis in excess of financial basis of debentures	2,569	3,844
Total deferred tax liabilities	11,007	9,533
Net deferred tax assets	<u>\$ 18,856</u>	<u>\$ 17,664</u>

The net change in the total valuation allowance for fiscal 2015 was a decrease of approximately \$0.9 million compared to fiscal 2014. The \$0.9 million net decrease is comprised primarily of benefits realized for the use of net operating loss carryforwards related to current and prior year taxable income as well as a release of valuation allowance, and reduction for reserve items. This is offset partially by an additional valuation allowance recorded against NeuCo's net deferred tax assets and liabilities.

At January 2, 2016 CRA had \$3.9 million of foreign net operating loss carry forwards. The foreign operating losses have an indefinite life, except for \$0.2 million that will begin to expire in fiscal 2017. NeuCo has federal, state, and foreign net operating losses of \$8.6 million, \$3.9 million, and \$0.1 million, respectively, which are subject to a full valuation allowance and begin to expire in 2016. NeuCo files separate tax returns and none of its losses are available to offset CRA's consolidated taxable income.

The aggregate changes in the balances of gross unrecognized tax benefits were as follows (in thousands):

	January 2, 2016	January 3, 2015
Balance at beginning of period	\$ 535	\$ 372
Additions for tax positions taken during prior years	—	127
Additions for tax positions taken during the current year	892	45
Settlements with tax authorities	(162)	(9)
Balance at end of the period	<u>\$ 1,265</u>	<u>\$ 535</u>

CRA files income tax returns in the U.S. federal jurisdiction and various state and foreign jurisdictions. A number of years may elapse before an uncertain tax position, for which CRA has unrecognized tax benefits, is audited and finally resolved. While it is often difficult to predict the final outcome or the timing of resolution of any particular uncertain tax position, CRA believes that its unrecognized tax benefits reflect the most likely outcome. CRA adjusts these unrecognized tax benefits, and the associated interest, in light of changing facts and circumstances. At the end of fiscal 2015, CRA had \$91,000 of interest accrued on its unrecognized tax benefit balance for a total unrecognized tax

CRA INTERNATIONAL, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

benefit balance on the balance sheet of \$1,356,000. Of the total unrecognized tax benefit balance, \$86,000 is offset by a future tax deduction when recognized. CRA reported \$18,000 of interest and penalties related to unrecognized tax benefits in income tax expense during fiscal 2015 as compared to \$85,000 during fiscal 2014. Settlement of any particular position could require the use of cash. Of the total \$1,265,000 balance at the end of fiscal 2015, a favorable resolution would result in \$855,000 being recognized as a reduction to the effective income tax rate in the period of resolution. It is reasonably likely that \$195,000 of gross unrecognized tax benefits will reverse within the next twelve months.

The number of years with open tax audits varies depending on the tax jurisdiction. CRA's major taxing jurisdiction is the United States where we are no longer subject to U.S. federal examinations by the Internal Revenue Service for years before fiscal 2012. Within the significant states where CRA is subject to income tax, CRA is no longer subject to examinations by state taxing authorities before fiscal 2011. CRA's United Kingdom subsidiary's corporate tax returns are no longer subject to examination by Her Majesty's Revenue and Customs for fiscal years before fiscal 2011. During this fiscal year, 2015, CRA has concluded the examinations in France for fiscal 2011 and fiscal 2012, and CRA has effectively settled the examination in Germany for fiscal 2008 through 2011. CRA believes its reserves for uncertain tax positions are adequate.

CRA has not provided for deferred income taxes or foreign withholding taxes on undistributed earnings from its foreign subsidiaries of approximately \$3.4 million as of January 2, 2016 because such earnings are considered to be indefinitely reinvested. CRA does not rely on these unremitted earnings as a source of funds for its domestic business as it expects to have sufficient cash flow in the U.S. to fund its U.S. operational and strategic needs. If CRA were to repatriate its foreign earnings that are indefinitely reinvested, it would accrue substantially no additional tax expense.

14. Related-Party Transactions

CRA made payments to shareholders of CRA who performed consulting services exclusively for CRA in the amounts of \$11.6 million, \$10.2 million, and \$6.1 million in fiscal 2015, fiscal 2014, and fiscal 2013, respectively. These payments were to exclusive non-employee experts for consulting services performed for CRA's clients in the ordinary course of business.

15. Commitments and Contingencies***Operating Lease Commitments***

At January 2, 2016, CRA had the following minimum rental commitments for office space and equipment leases, all of which are under non-cancelable operating leases (in thousands):

<u>Fiscal Year</u>	<u>Rental Commitments</u>
2016	\$ 8,906
2017	8,621
2018	7,648
2019	6,815
2020	6,530
Thereafter	35,956
	<u>\$ 74,476</u>

Certain office leases contain renewal options that CRA may exercise at its discretion, which were not included in the amounts above. Rent expense was approximately \$11.6 million, \$10.0 million, and \$9.6 million in fiscal 2015, fiscal 2014, and fiscal 2013, respectively.

CRA INTERNATIONAL, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

On February 24, 2014, CRA entered into an agreement to lease 57,602 square feet of office space in Boston, Massachusetts. The lease commenced on February 1, 2015 and is set to expire on July 31, 2025. Subject to certain conditions, the lease will be extendible for two five-year periods. The annual base rent under the lease is approximately \$2.4 million for the first lease year, and is subject to annual increases of approximately 2% per annum. The performance of CRA's obligations under the lease is secured by a \$1.0 million letter of credit. On February 24, 2015, CRA signed a first amendment to lease additional office space of 10,057 square feet for a total of 67,659 square feet. The lease commenced on June 15, 2015 and is set to expire on June 30, 2020. Subject to certain conditions, the lease will be extendible for one three-year period. The annual fixed rent under the lease is approximately \$0.5 million. The original lease included a tenant improvement allowance of approximately \$4.8 million, as well as a rent abatement of approximately \$1.2 million.

On November 29, 1999, CRA entered into an agreement to lease 44,932 square feet of office space in Washington, D.C. The lease commenced on May 1, 2000 and was set to expire on February 28, 2011. The original annual base rent was approximately \$1.4 million for the first year, and subject to annual increases of approximately 2% per annum. Subsequent to entering into the lease, the original lease has had five amendments with the last being signed on June 30, 2015. The amended and restated lease consists of 33,458 square feet, is set to expire on December 31, 2027, and has an annual base rent of approximately \$1.4 million for the first year, subject to increases of 2.25% per annum. The amended and restated addendum includes a tenant improvement allowance of approximately \$2.8 million and a rent abatement of approximately \$2.3 million. The performance of CRA's obligations under the lease is secured by a \$0.2 million letter of credit.

On July 15, 2015, CRA entered into an agreement to lease 25,261 square feet of office space in New York, New York. The lease commenced on August 1, 2015 with a rent commencement date of June 1, 2016. The lease will expire on May 31, 2026, and subject to certain conditions, will be extendible for one five-year period. The annual base rent under the lease is approximately \$1.8 million per annum for the first five years of the lease's base term, and is subject to increase to \$2.0 million per annum during the remainder of the lease's base term. The lease includes a ten month base rent abatement period from lease commencement to rent commencement date for a total abatement of approximately \$1.5 million. In addition, the lease includes a tenant improvement allowance of approximately \$2.1 million. The performance of CRA's obligations under the lease is secured by a \$0.9 million letter of credit.

On February 14, 2008, CRA entered into an agreement to lease 36,570 square feet of office space in Chicago, Illinois. The lease commenced on April 1, 2008 with a rent commencement date of August 1, 2008. The lease will expire on July 31, 2018. The annual base rent under the lease was approximately \$1.0 million in fiscal year 2015 and is subject to 2.5% increases per annum during the remainder of the lease's term. The lease included an eight month rent abatement period from rent commencement date to March 31, 2009 for a total abatement of approximately \$0.6 million. In addition, the lease included a tenant improvement allowance of approximately \$2.4 million.

On October 26, 2006, CRA entered into an agreement to lease 32,168 square feet of office space in London, UK for the 24th, 25, and 26th floors. The leases commenced on March 1, 2007 for the 25th and 26th floors and November 1, 2007 for the 24th floor. The 24th floor lease terminated on June 30, 2012. The 25th and 26th floor leases are set to expire on October 2, 2016. The initial base rent for the three floors was approximately 1.8 million GBP per year and in 2015, the base rent was approximately 1.2 million GBP. At the end of the lease, CRA will be responsible to return the vacated floors to original condition at CRA's expense.

CRA INTERNATIONAL, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Other

CRA is party to standby letters of credit with its bank in support of the minimum future lease payments under leases for permanent office space and bonds required per the terms of certain project proposals and contracts amounting to \$2.5 million as of January 2, 2016.

Outstanding debt related to NeuCo amounted to \$75,000 at January 2, 2016 and was reported as current portion of note payable on the consolidated balance sheet. This debt was repaid on February 16, 2016. See note 17, "Subsequent Events," regarding this NeuCo debt.

Contingencies

CRA's contingent consideration obligation relating to a previous acquisition amounted to \$773 thousand and \$316 thousand at January 2, 2016 and January 3, 2015, respectively. The amount of this obligation is computed based on the likelihood of achieving certain forecasted revenues over the contractual measurement period. The liability is re-measured on a quarterly basis.

CRA is subject to legal actions arising in the ordinary course of business. In management's opinion, CRA believes it has adequate legal defenses and/or insurance coverage with respect to the eventuality of such actions. CRA does not believe any settlement or judgment relating to any pending legal action would materially affect its financial position or results of operations.

16. Quarterly Financial Data (Unaudited)

	Quarter Ended			
	April 4, 2015	July 4, 2015	October 3, 2015	January 2, 2016
	(In thousands, except per share data)			
Revenues	\$ 78,039	\$ 76,535	\$ 76,525	\$ 72,460
Gross profit	24,220	25,860	24,496	21,333
Income (loss) from operations	4,476	5,648	4,581	(2,310)
Income (loss) before provision (benefit) for income taxes	4,631	5,391	4,346	(2,553)
Net income (loss)	2,899	3,202	2,813	(2,589)
Net (income) loss attributable to noncontrolling interest, net of tax	(120)	123	47	1,282
Net income (loss) attributable to CRA International, Inc.	\$ 2,779	\$ 3,325	\$ 2,860	\$ (1,307)
Basic net income (loss) per share	\$ 0.30	\$ 0.37	\$ 0.32	\$ (0.15)
Diluted net income (loss) per share	\$ 0.30	\$ 0.36	\$ 0.31	\$ (0.15)
Weighted average number of shares outstanding:				
Basic	9,190	9,034	8,940	8,876
Diluted	9,403	9,253	9,025	8,876

CRA INTERNATIONAL, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

	Quarter Ended			
	March 29, 2014	June 28, 2014	September 27, 2014	January 3, 2015
	(In thousands, except per share data)			
Revenues	\$ 76,245	\$ 78,184	\$ 73,483	\$ 78,459
Gross profit	24,379	25,515	24,066	25,598
Income from operations	5,629	6,493	5,795	6,124
Income before provision for income taxes	5,384	6,334	5,575	6,022
Net income	3,308	3,167	3,189	3,743
Net loss attributable to noncontrolling interest, net of tax	102	21	35	73
Net income attributable to CRA International, Inc.	\$ 3,410	\$ 3,188	\$ 3,224	\$ 3,816
Basic net income per share	\$ 0.34	\$ 0.32	\$ 0.33	\$ 0.41
Diluted net income per share	\$ 0.34	\$ 0.32	\$ 0.33	\$ 0.40
Weighted average number of shares outstanding:				
Basic	10,029	9,919	9,729	9,344
Diluted	10,108	10,026	9,919	9,560

Total net (loss) income per share was computed using the two-class method earnings allocation formula when there were earnings to distribute to participating securities in a given quarter. In those quarters above that include a net loss for the quarter, the two-class method would not apply. As such, the aggregate net (loss) income per share for fiscal 2015 as a whole would not agree in the aggregate with the quarterly information presented above.

During the fourth quarter of fiscal 2015, NeuCo incurred an impairment loss of \$4.5 million. After considering taxes and allocation of net losses to noncontrolling interest, the net charge amounted to \$1.6 million.

During the fourth quarter of fiscal 2015, CRA identified a prior period error, relating to client reimbursable revenue and expenses, and recorded an adjustment of \$0.7 million to revenue and \$0.3 million to pre-tax income to correct this error. CRA concluded that this error was not material to its prior reporting periods.

During the second quarter of fiscal 2014, CRA identified a prior period error relating to the valuation of deferred tax assets in CRA's previously issued consolidated financial statements, and recorded a non-cash tax expense of approximately \$0.8 million to correct this error. CRA concluded that this error was not material to its prior reporting periods.

17. Subsequent Events

On February 16, 2016, NeuCo made its final debt payment of \$75,000. As of January 2, 2016, \$75,000 was reported as current portion of note payable on the consolidated balance sheet.

On February 22, 2016, CRA announced the commencement of a modified "Dutch auction" self-tender offer to purchase for cash up to \$30 million in value of shares of its common stock at a price within (and including) the range of \$18.00 to \$19.75 per share. The tender offer will expire on Monday, March 21, 2016, unless extended by CRA. CRA intends to finance the tender offer with cash on hand and by borrowing under CRA's existing revolving credit facility.

On February 22, 2016, CRA announced that Thomas A. Avery was appointed to CRA's Board of Directors effective February 22, 2016.

SUMMARY OF DIRECTOR COMPENSATION

We pay our non-employee directors, who consist of all our directors other than our chief executive officer, an annual fee of \$75,000 for their services as directors. We pay an annual fee of \$25,000 to the chair of our audit committee, \$20,000 to the chair of our compensation committee, \$10,000 to the chairs of our executive committee and our nominating and corporate governance committee, and \$5,000 to each non-employee director who serves as a member, but not the chair, of any committee for service on each committee above one. Our chairman also receives an annual fee of \$150,000, as well as office space, support services and healthcare benefits, for his services as chairman of our board of directors. Directors who are employees do not receive separate fees for their services as directors. All of the payments described in this paragraph are made in cash.

Under the terms of our 2006 equity incentive plan, each director who is not employed by, and does not provide independent contractor services as a consultant or advisor to, us or our subsidiaries receives automatic restricted stock awards. We refer to these directors as our “outside directors.” Currently, our outside directors are Drs. Rowland Moriarty and Thomas Robertson, Professor Robert Holthausen, Messrs. Thomas Avery, William Concannon and William Schleyer and Mme. Nancy Hawthorne. Each outside director who is re-elected as one of our directors at, or whose term continues after, our annual meeting of shareholders (or any special meeting in lieu thereof) will, on the date of the meeting, receive a restricted stock award, vesting in four equal annual installments beginning on the first anniversary of the date of grant, valued at \$75,000, based on the closing price of our common stock as of that date. Each person who is first elected an outside director at our annual meeting of shareholders (or any special meeting in lieu thereof) will receive, on the date of his or her election, a restricted stock award, vesting in four equal annual installments beginning on the first anniversary of the date of grant, in an amount to be determined by our board of directors.

AMENDED AND RESTATED ADDENDUM NO. 5 TO LEASE

THIS AMENDED AND RESTATED ADDENDUM NO. 5 TO LEASE (“**Addendum No. 5**”) is dated as of June 30, 2015, by and between 1201 F STREET, L.P., a Delaware limited partnership (“**Lessor**”) (successor in interest to 1201 F Street L.L.C.), and CRA INTERNATIONAL, INC., formerly known as Charles River Associates Incorporated, a Massachusetts corporation (“**Lessee**”).

WITNESSETH:

WHEREAS, by Lease dated November 29, 1999 (the “**Original Lease**”), as amended by Addendum No. 1 dated as of December 2, 1999, Addendum No. 2 dated as of September 22, 2000, Addendum No. 3 dated as of November 18, 2005, and Addendum No. 4 dated as of December 1, 2009 (collectively, the “**Lease**”), Lessor leased to Lessee and Lessee leased from Lessor, approximately thirty-six thousand six hundred (36,600) square feet of rentable area on the seventh (7th) and eighth (8th) floors of the office building located at 1201 F Street, N.W., Washington, D.C. 20004 (such area being hereinafter referred to as the “**Demised Premises**,” and the building being hereinafter referred to as the “**Building**”) and approximately five hundred seventy (570) square feet of storage space in the Building (such area being hereinafter referred to as the “**Storage Space**”);

WHEREAS, Lessee has requested that the Lease be terminated with regard to a portion of the Demised Premises located on the seventh (7th) floor of the Building (the “**Additional Give-Back Premises**”), which Additional Give-Back Premises is identified as area “B” on Exhibit A-1 attached hereto and made a part hereof, and with respect to a portion of the Storage Space (the “**Give-Back Storage Space**”), which Give-Back Storage Space is identified on Exhibit A-2 attached hereto and made a part hereof, and Lessor, upon receipt of Lessee’s request, has agreed to the requested termination of the Lease with regard to the Additional Give-Back Premises and the Give-Back Storage Space upon the terms and conditions hereinafter set forth in the body of this Addendum No. 5;

WHEREAS, the term of the Lease (the “**Current Term**”) currently is scheduled to expire on October 31, 2015, and Lessee has requested that the term of the Lease be extended for an additional period of twelve (12) years (the “**Addendum No. 5 Extension Term**,” and with the Current Term, the “**Lease Term**”);

WHEREAS, Lessee has accepted Lessor’s proposed terms and conditions with respect to the Addendum No. 5 Extension Term and the surrender of the Additional Give-Back Premises and the Give-Back Storage Space;

WHEREAS, unless otherwise provided herein, all terms used in this Addendum No. 5 that are defined in the Lease shall have the meanings provided for in the Lease; and

WHEREAS, Lessor and Lessee desire to formally reflect their understandings and agreements with respect to the foregoing and as to certain other matters, and therefore to revise and modify the Lease accordingly, with respect to the following provisions:

1. Method of Measurement
 2. Partial Surrender
-
3. Demised Premises
 4. Swing Space
 5. Addendum No. 5 Extension Term
 6. Security Deposit
 7. Condition
 8. Addendum No. 5 Hold Space
 9. Addendum No. 5 Option Space
 10. Addendum No. 5 Right of Opportunity
 11. Second Extension Term
 12. Parking
 13. Compliance with Laws
 14. Storage Space
 15. Amendment and Restatement
 16. Lender Approval
 17. Broker and Agent
 18. Exculpation
 19. Confidentiality
 20. Other Terms and Provisions

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. METHOD OF MEASUREMENT

(A) The parties acknowledge and agree that the Building and the Demised Premises have been remeasured in accordance with a modified version of BOMA. Based thereon, the Building contains 223,302 rentable square feet of office area and 14,475 rentable square feet of retail area.

(B) Unless and until the Lease (as amended hereby) is extended for the Second Extension Term (as modified hereby), Lessee’s obligations under the Lease for the remainder of the Lease Term (i.e., until October 31, 2027, or, if applicable, the Addendum No. 5 Hold Space Extension Period, as hereinafter defined) with respect to the Demised Premises not inclusive of the Addendum No. 5 Hold Space (as hereinafter defined), the Addendum No. 5 Option Space (as hereinafter defined) or any Addendum No. 5 ROFO Space (as hereinafter defined) that are based on square footage amounts shall not be adjusted to reflect any subsequent remeasurement and, instead, will continue to reflect the measurement of the Demised Premises set forth in this Addendum No. 5.

2. PARTIAL SURRENDER

(A) Subject to the exercise by Lessee of the Addendum No. 5 Hold Space Option (as hereinafter defined), Addendum No. 5 Option Space Option (as hereinafter defined) and/or Addendum No. 5 Right of Opportunity (as hereinafter defined), the Lease shall be and is hereby irrevocably terminated as to the Additional Give-Back Premises effective as of 11:59 p.m. on the date (the “**Addendum No. 5 Partial Termination Date**”) that is the earlier to occur of (i) October 31, 2015, and (ii) the 7th Floor Vacation Date (as hereinafter defined). The Lease shall be and is hereby irrevocably terminated as to the Give-Back Storage Space effective as of 11:59 p.m. on October 31, 2015 (the “**Give-Back Storage Space Termination Date**”). The

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Lease shall be deemed to be of no further force and effect with regard to the Additional Give-Back Premises effective as of the Addendum No. 5 Partial Termination Date and the Give-Back Storage Space effective as of the Give-Back Storage Space Termination Date, subject to conditions otherwise set forth herein. Lessor and Lessee, as of the Addendum No. 5 Partial Termination Date with respect to the Additional Give-Back Premises and the Give-Back Storage Space Termination Date with respect to the Give-Back Storage Space, shall be and are hereby equally released and discharged from any obligations to observe the terms and conditions of the Lease with regard to the Additional Give-Back Premises and the Give-Back Storage Space; provided, however, that both parties shall comply with the conditions otherwise set forth herein, and Lessee shall remain fully obligated with regard to the Additional Give-Back Premises and the Give-Back Storage Space for all rent and other charges incurred through the Addendum No. 5 Partial Termination Date (including amounts with respect thereto billed subsequent to such date) with respect to the Additional Give-Back Premises and the Give-Back Storage Space Termination Date (including amounts with respect thereto billed subsequent to such date) with respect to the Give-Back Storage Space, all under the terms of the Lease and Lessor shall remain obligated with respect to the terms and conditions of the Lease which expressly survive expiration of the Lease, such as year end reconciliation of Operating Expenses, Operating Costs and Real Estate Taxes, as provided in Section 6 of the Original Lease, as amended by Section 3 of Addendum No. 2, Section 5 of Addendum No. 3 and Section 3 of Addendum No. 4.

(B) The Lease with regard to the Additional Give-Back Premises and the Give-Back Storage Space shall terminate without payment of damages, expenses, penalty, or any other compensation or consideration from Lessor to Lessee.

(C) On or before the Addendum No. 5 Partial Termination Date, Lessee shall deliver the Additional Give-Back Premises to Lessor and, on or before the Give-Back Storage Space Termination Date, Lessee shall deliver the Give-Back Storage Space to Lessor, in both cases in “as is,” broom clean condition, and free and clear of all tenancies and occupancies, whether by lease, sublease or otherwise, with no obligation to remove any Alterations or other improvements to the Additional Give-Back Premises and Give-Back Storage Space.

3. DEMISED PREMISES

(A) Following the Addendum No. 5 Partial Termination Date, the Lease with regard to the remainder of the Demised Premises shall remain in full force and effect for the remainder of the Lease Term, including any further extension terms provided herein, and shall remain unmodified, except as specifically provided for herein.

(B) From and after the Addendum No. 5 Partial Termination Date, but subject to the exercise by Lessee of the Addendum No. 5 Hold Space Option, Addendum No. 5 Option Space Option, Addendum No. 5 Right of Opportunity and/or Second Extension Option, the Demised Premises shall be deemed to contain 33,258 rentable square feet.

(C) From and after the day immediately following the Addendum No. 5 Partial Termination Date, all of Lessee’s obligations under the Lease with respect to its payments of its proportionate share of Operating Expenses, Operating Costs and Real Estate Taxes (as provided in Section 6 of the Original Lease, as amended by Section 3 of Addendum No. 2, Section 5 of Addendum No. 3 and Section 3 of Addendum No. 4) shall continue unchanged (subject to Section 4(C) below); provided that as a result of Lessee being released from payment of rent for

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the Additional Give-Back Premises after the Addendum No. 5 Partial Termination Date, (i) Lessee’s proportionate share of Operating Expenses shall be 13.99%; (ii) Lessee’s proportionate share of Operating Costs shall be 14.89%; and (iii) Lessee’s proportionate share of Real Estate Taxes shall be 13.99%.

(D) The term “**Re-Included Space**” shall mean the portion of the Demised Premises (as modified hereby) containing approximately 4,233 rentable square feet on the seventh (7th) floor of the Building and identified as area “Ae” on Exhibit A-1 attached hereto. The term “**Remainder Demised Premises**” shall mean the Demised Premises (as modified hereby) less and except the Re-Included Space.

4. SWING SPACE

(A) The term “**Swing Space**” shall mean approximately 7,292 rentable square feet located on the sixth (6th) floor of the Building. The Swing Space is more particularly described on Exhibit A-3 attached hereto.

(B) If Lessee elects by written notice to Lessor, Lessor shall grant Lessee a license to occupy the Swing Space during the period commencing on the date (the “**Swing Space Commencement Date**”) that is the later of (i) three (3) business days after Lessor’s receipt of such notice and (ii) February 1, 2015, and expiring on November 30, 2015 (subject to possible extension pursuant to Section 7 below, the “**Swing Space Expiration Date**”) or such earlier date on which Lessee relocates from the Swing Space to the Demised Premises for the conduct of its business. For each calendar month or portion thereof during the term of such license, Lessee shall pay a license fee with respect to the Swing Space that is equal (on a per-rentable-square-foot-basis) to the Monthly Rent and payments on account of Operating Expenses, Operating Costs and Real Estate Taxes that are then applicable to the Demised Premises (without regard to any abatement that may be applicable thereto). The term “**Swing Space Non-Premium Holdover Expiration Date**” shall mean the date that is thirty (30) days after Lessor notifies Lessee that Lessor has relet the Swing Space, or, if later, the date that is identified in such notice as the date on which Lessor requires possession of the Swing Space in connection with such reletting; provided, however, that in no event shall the Swing Space Non-Premium Holdover Expiration Date occur prior to the Swing Space Expiration Date. If Lessee holds over with respect to the Swing Space, then (x) during the period, if any, commencing on the day after the Swing Space Expiration Date and expiring on the Swing Space Non-Premium Holdover Expiration Date, the

holdover rent with respect to the Swing Space shall be the same as the license fee in effect immediately prior to the Swing Space Expiration Date, and (y) if Lessee fails to surrender the Swing Space on or before the Swing Space Non-Premium Holdover Expiration Date, then holdover rent shall be payable with respect to the Swing Space, calculated as more particularly set forth in the Lease; provided, however, that if Lessee surrenders the Swing Space within thirty (30) days after the Swing Space Non-Premium Holdover Expiration Date, then Lessee shall not be liable for consequential damages in connection with such holdover. Lessee shall provide reasonable prior notice before commencing or ceasing physical occupancy of any portion of the Swing Space.

(C) Lessee shall accept the Swing Space in its “as is” condition as of the Swing Space Commencement Date, except, however base Building systems serving the Swing Space shall be in good working order. Lessor shall not be obligated to provide any Alterations to or for such Swing Space. Lessor shall furnish such services and utilities to the Swing Space as are furnished

to the Demised Premises. On or before the expiration or earlier termination of the term of the license with respect to the Swing Space, Lessee shall remove all Alterations (but not including any wiring or cabling, other than wiring and cabling located outside the Swing Space to connect the same to the Demised Premises and/or the Additional Give-Back Premises, it being understood that Lessee’s failure timely to remove such wiring and cabling shall not, in and of itself, constitute a holdover with respect to the Swing Space) installed in the Swing Space by or through Lessee and return the same broom clean and free of debris. Except as otherwise specified in this Section, all of the terms, covenants, conditions and provisions of the Lease shall apply to the Swing Space as if the Swing Space constituted a portion of the Demised Premises.

(D) If Lessee elects by written notice to Lessor prior to September 30, 2015, Lessor shall grant Lessee a license to occupy the Additional Give-Back Premises during the period (if any) commencing on November 1, 2015 (the “**Give-Back Swing Space Commencement Date**”), and expiring thirty (30) days after Lessor notifies Lessee that Lessor has relet the Additional Give-Back Premises, or, if later, expiring on the date identified in such notice as the date on which Lessor requires possession of the Additional Give-Back Premises in connection with such reletting (the “**Give-Back Swing Space Expiration Date**”), or such earlier date on which Lessee relocates from the Additional Give-Back Premises to the Demised Premises for the conduct of its business. Except as expressly set forth in this Section 4(D), all of the terms and conditions applicable to the Swing Space (including the license fee applicable thereto on a per-rentable-square-foot-basis) shall apply to the Additional Give-Back Premises during the period commencing on the Give-Back Swing Space Commencement Date and expiring on the Give-Back Swing Space Expiration Date.

(E) It is Lessee’s intent to vacate the 8th floor of the Demised Premises and relocate to the Swing Space for purposes of performing Leasehold Improvements on the 8th floor of the Demised Premises. The date Lessee so vacates the 8th floor of the Demised Premises is herein referred to as the “**8th Floor Vacation Date**”. It is then the intent of Lessee to relocate from the 7th floor of the Demised Premises to the 8th floor of the Demised Premises once the 8th floor of the Demised Premises are sufficiently complete for the conduct of Lessee’s business in order to construct Leasehold Improvements on the 7th floor of the Demised Premises. The date Lessee so vacates the 7th floor of the Demised Premises is herein referred to as the “**7th Floor Vacation Date**”. Once the Leasehold Improvements on the 7th floor of the Demised Premises are sufficiently complete, it is the intent of Lessee to relocate from the Swing Space to the 7th floor of the Demised Premises. It is Lessee’s intent to complete all such Leasehold Improvements and, accordingly, vacate the Swing Space on or before November 30, 2015. As more fully provided in Section 4(B) above, such date is referred to as the Swing Space Expiration Date. The period commencing on the 8th Floor Vacation Date and ending on the 7th Floor Vacation Date is here in referred to as the “**8th Floor Construction Period**” and the period commencing on the 7th Floor Vacation Date and ending on the Swing Space Expiration Date is herein referred to as the “**7th Floor Construction Period**”.

5. ADDENDUM NO. 5 EXTENSION TERM

(A) The Addendum No. 5 Extension Term shall commence on November 1, 2015 (the “**Addendum No. 5 Extension Term Commencement Date**”), and shall expire on October 31, 2027 (the “**Addendum No. 5 Extension Term Expiration Date**”); provided, however, that if Lessee extends the Lessee Addendum No. 5 Hold Space Option Notice Deadline (as hereinafter

defined) for one (1), two (2) or three (3) months, then the Addendum No. 5 Extension Term Expiration Date shall be November 30, 2027 (and the Addendum No. 5 Extension Term shall be extended accordingly), and if Lessee extends the Lessee Addendum No. 5 Hold Space Option Notice Deadline for four (4), five (5) or six (6) months, then the Addendum No. 5 Extension Term Expiration Date shall be December 31, 2027 (and the Addendum No. 5 Extension Term shall be extended accordingly). If the Addendum No. 5 Extension Term Expiration Date is so extended, then the period commencing on November 1, 2027, and expiring on the Addendum No. 5 Extension Term Expiration Date (as so extended) shall be known as the “**Addendum No. 5 Hold Space Extension Period**.”

(B) The Monthly Rent during the Addendum No. 5 Extension Term (the “**Addendum No. 5 Extension Term Monthly Rent**”) shall commence to be due and owing on November 1, 2015, and shall be as follows:

<u>Period</u>	<u>Addendum No. 5 Extension Term Monthly Rent</u>	<u>Annual Amount Per Square Foot</u>
November 1, 2015 — October 31, 2016	\$ 110,860.00	\$ 40.00
November 1, 2016 — October 31, 2017	\$ 113,354.35	\$ 40.90
November 1, 2017 — October 31, 2018	\$ 115,904.13	\$ 41.82
November 1, 2018 — October 31, 2019	\$ 118,509.34	\$ 42.76
November 1, 2019 — October 31, 2020	\$ 121,169.98	\$ 43.72
November 1, 2020 — October 31, 2021	\$ 127,267.28	\$ 45.92
November 1, 2021 — October 31, 2022	\$ 130,121.93	\$ 46.95
November 1, 2022 — October 31, 2023	\$ 133,059.72	\$ 48.01
November 1, 2023 — October 31, 2024	\$ 136,052.94	\$ 49.09
November 1, 2024 — October 31, 2025	\$ 139,101.59	\$ 50.19

November 1, 2025 — October 31, 2026	\$	142,233.38	\$	51.32
November 1, 2026 — October 31, 2027	\$	145,420.61	\$	52.47
Addendum No. 5 Hold Space Extension Period (if applicable)	\$	148,690.98	\$	53.65

The Addendum No. 5 Extension Term Monthly Rent shall be payable in accordance with the provisions for the payment of Monthly Rent under Section 4 of the Lease. Except as provided below and specifically provided elsewhere in the Lease, no abatement or other concession whatsoever shall apply to the Addendum No. 5 Extension Term Monthly Rent. The foregoing notwithstanding, Lessor agrees to abate and forgive First Extension Term Monthly Rent (and, if necessary to exhaust such abatement, Addendum No. 5 Extension Term Monthly Rent) and Lessee's payments of its proportionate share of Operating Expenses, Operating Costs and Real Estate Taxes in an aggregate amount equal to Two Million Three Hundred Thirty-Two Thousand Nine Hundred Seventy and 73/100 Dollars (\$2,332,970.73), which abatement is to be applied to the payments of First Extension Term Monthly Rent (and, if necessary to exhaust such abatement, Addendum No. 5 Extension Term Monthly Rent) and Lessee's proportionate share of Operating Expenses, Operating Costs and Real Estate Taxes first coming due from and after January 1, 2015, until such abatement is exhausted.

(C) From and after November 1, 2015, all of Lessee's obligations with respect to its

payments of its proportionate share of Operating Expenses, Operating Costs and Real Estate Taxes (as provided in Section 6 of the Original Lease, as amended by Section 3 of Addendum No. 2, Section 5 of Addendum No. 3, Section 3 of Addendum No. 4 and Section 3(D) of this Addendum No. 5) shall continue unchanged (subject to the modification of Lessee's proportionate share of Operating Expenses, Operating Costs and Real Estate Taxes effected by Section 3(C) above and application of the abatement set forth in Section 5(B) above).

(D) In addition to the foregoing abatement, all Monthly Rent and Lessee's proportionate share of Operating Expense, Operating Costs and Real Estate Taxes shall abate (i) for the 8th floor of the Demised Premises during the 8th Floor Construction Period and (ii) for the 7th floor of the Demised Premises during the 7th Floor Construction Period.

6. SECURITY DEPOSIT

If no default by Lessee then exists beyond any applicable notice and cure period and Lessee complies with the provisions of this Section, on November 1, 2019, the amount of the Addendum No. 4 Letter of Credit or cash security shall be reduced to One Hundred Fifty Thousand Dollars (\$150,000.00). The security shall be reduced as follows: (A) if the security is in the form of cash, Lessor shall, within ten (10) business days following notice by Lessee to Lessor that Lessee is entitled to reduce the security pursuant to this Section, deliver to Lessee the amount by which the cash security is reduced, or (B) if the security is in the form of the Addendum No. 4 Letter of Credit, Lessee shall deliver to Lessor a consent to an amendment to the Addendum No. 4 Letter of Credit (which amendment must be reasonably acceptable to Lessor in all respects), reducing the amount of the Addendum No. 4 Letter of Credit by the amount of the permitted reduction, and Lessor shall execute such consent and such other documents as are reasonably necessary to reduce the amount of the Addendum No. 4 Letter of Credit in accordance with the terms hereof. If Lessee delivers to Lessor a consent to an amendment to the Addendum No. 4 Letter of Credit in accordance with the terms hereof, Lessor shall, within ten (10) business days after delivery of such consent, either (1) provide its reasonable objections to such amendment or (2) execute such consent in accordance with the terms hereof.

7. CONDITION

Lessee shall continue in possession of the Demised Premises (as reduced hereby) in its "as is" condition as of November 1, 2015, subject to Lessor's obligations under the Lease, such as with respect to repair and maintenance of the Building and performing its obligations under the Lease with respect to legal compliance. Lessee shall perform improvements to the Demised Premises (as reduced hereby) on the terms and subject to the conditions set forth in Exhibit B. Lessor is under no obligation to make any Alterations in or to the Demised Premises (as reduced hereby) or the Building; provided, however, that Lessor agrees to construct a multi-tenant elevator lobby and (subject to Exhibit B) common corridor on the seventh (7th) floor of the Building in a manner substantially similar to the Building standard finishes used in the recently renovated multi-tenant elevator lobby and common corridor existing on the fourth (4th) floor of the Building as of the date of this Lease ("**Lessor's Work**"). Lessor shall promptly commence Lessor's Work after Lessee's Plans (as defined in Exhibit B) with respect to the Re-Included Space are developed to a degree that permits Lessor to determine whether or not Lessor's Work will include non-cosmetic Alterations, and thereafter diligently pursue the same to completion. Lessor and Lessee shall reasonably cooperate with each other to avoid interference if Lessor's

Work and the Leasehold Improvements are being performed simultaneously. If Lessor's Work includes non-cosmetic Alterations, and Lessor's failure to perform the same prevents Lessee from lawfully reoccupying the portion of the Demised Premises (as reduced hereby) located on the seventh (7th) floor of the Building, then the Swing Space Expiration Date shall be extended until such elements of Lessor's Work are complete or Lessee can lawfully reoccupy the portion of the Demised Premises (as reduced hereby) located on the seventh (7th) floor of the Building, whichever comes first. If Lessor's Work continues after Lessee has reoccupied the portion of the Demised Premises (as reduced hereby) located on the seventh (7th) floor of the Building, then Lessor shall use reasonable efforts to minimize interference with Lessee's business operations in such portion of the Demised Premises in performing Lessor's Work.

8. ADDENDUM NO. 5 HOLD SPACE

(A) Provided no default by Lessee beyond any applicable notice and cure period exists on the date Lessee notifies Lessor of its intent to exercise this right, Lessee shall have the option to add to the Demised Premises the Additional Give Back Premises, which is identified as area "B" on Exhibit A-1 attached hereto and made a part hereof and which the parties acknowledge and agree contains 6,366 rentable square feet (such space also being identified as the "**Addendum No. 5 Hold Space**", and such option being hereinafter referred to as the "**Addendum No. 5 Hold Space Option**"). Lessor shall deliver the Addendum No. 5 Hold Space separately demised from the remainder of the seventh (7th) floor with a demising wall constructed, but Lessor shall have no obligation to perform any further work with respect to the Addendum No. 5 Hold Space or the delivery thereof. Lessee may exercise the Addendum No. 5 Hold Space Expansion Option by giving written notice to Lessor (the "**Lessee Addendum No. 5 Hold Space Option Notice**") no later than June 30, 2015 (the "**Lessee Addendum No. 5 Hold Space Option Notice Deadline**"); provided, however, that Lessee shall have the right to extend the Lessee Addendum No. 5 Hold Space Option Notice Deadline for six (6) periods of one (1) month each. In order to exercise such extension right, Lessee must

deliver to Lessor, prior to the then-current Lessee Addendum No. 5 Hold Space Option Notice Deadline, both written notice of the exercise of such right and the applicable Extension Payment (as hereinafter defined), time being of the essence. The term “**Extension Payment**” shall mean Fifteen Thousand Dollars (\$15,000.00) for each of the first three (3) such extensions and Twenty Thousand Dollars (\$20,000.00) for each of the remaining three (3) extensions. For the avoidance of doubt, such Extension Payments shall not be credited against any of Lessee’s other obligations under the Lease, as amended hereby. If Lessee timely delivers the Lessee Addendum No. 5 Hold Space Option Notice, Lessor shall deliver the Addendum No. 5 Hold Space to Lessee not later than four (4) months following the date of Lessee’s Addendum No. 5 Hold Space Option Notice (the “**Anticipated Addendum No. 5 Hold Space Delivery Date**”). Lessee may not lease less than all of the Addendum No. 5 Hold Space designated by Lessor. Lessee shall have no right to rescind its election to lease the Addendum No. 5 Hold Space. Prior to December 31, 2015, Lessor shall have no right to lease or license the Addendum No. 5 Hold Space to a third party, but such space may be utilized by Lessor or its affiliate or parent entities for internal use.

(B) Lessee’s exercise of the Addendum No. 5 Hold Space Option shall be subject to the following conditions: (i) Lessee shall accept the Addendum No. 5 Hold Space as part of the Demised Premises, in its then “as is” condition; (ii) the term of the Lease with regard to the Addendum No. 5 Hold Space (the “**Addendum No. 5 Hold Space Term**”) shall commence on

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the date on which Lessor delivers possession of the Addendum No. 5 Hold Space to Lessee (the “**Addendum No. 5 Hold Space Commencement Date**”), and the Addendum No. 5 Hold Space Term shall be coterminous with the Lease Term and any further extension thereof; (iii) Lessee’s obligation to pay Monthly Rent for the Addendum No. 5 Hold Space (the “**Addendum No. 5 Hold Space Monthly Rent**”) shall commence on the earlier of (a) the date that is one hundred twenty (120) days following the Addendum No. 5 Hold Space Commencement Date and (b) the date upon which Lessee commences occupancy of the Addendum No. 5 Hold Space for its actual conduct of business (the “**Addendum No. 5 Hold Space Rent Commencement Date**”); (iv) Section 6 of the Original Lease (as amended by Section 3 of Addendum No. 2, Section 5 of Addendum No. 3, Section 3 of Addendum No. 4 and Section 3(D) of this Addendum No. 5) shall continue to be in full force and effect with respect to Addendum No. 5 Hold Space, provided that with respect thereto: (1) Lessee’s Proportionate Share of Operating Expenses and Real Estate Taxes shall be computed based on a fraction, the numerator of which is the rentable square footage of the Addendum No. 5 Hold Space and the denominator of which is the total of the rentable office and retail area in the Building measured as of the Addendum No. 5 Hold Space Rent Commencement Date, (2) Lessee’s Proportionate Share of Operating Costs shall be computed based on a fraction, the numerator of which is the rentable square footage of the Addendum No. 5 Hold Space and the denominator of which is the total of the rentable office area in the Building measured as of the Addendum No. 5 Hold Space Commencement Date and (3) Lessee shall be liable for, and shall commence Estimated Payments of, Operating Expenses, Operating Costs and Real Estate Taxes on the Addendum No. 5 Hold Space Rent Commencement Date; (iv) the Monthly Rent for the Addendum No. 5 Hold Space (the “**Addendum No. 5 Hold Space Monthly Rent**”) on a rentable square foot basis shall be equal to the then-escalated Monthly Rent of the Demised Premises per rentable square foot, and thereafter for the Lease Term the Addendum No. 5 Hold Space Monthly Rent shall be subject to escalations at the same time and at the same rate as with respect to the Demised Premises, (v) the abatement of Addendum No. 5 Hold Space Monthly Rent shall be an amount equal to the product of (1) the rentable square footage of the Addendum No. 5 Hold Space, (2) \$76.13 and (3) a fraction, the numerator of which is the number of days remaining in the Lease Term as of the Addendum No. 5 Hold Space Rent Commencement Date, and the denominator of which is the total number of days in the Lease Term from and after November 1, 2015; and (v) all other terms and conditions of the Lease (as amended hereby) shall be generally applicable to the Addendum No. 5 Hold Space, except as the same are specifically modified by the mutual agreement of the parties at that time.

(C) Lessor shall provide to Lessee a cash construction allowance (the “**Addendum No. 5 Hold Space Allowance**”) equal to the product of (i) the rentable square footage of the Addendum No. 5 Hold Space, (ii) \$85.00 and (iii) a fraction, the numerator of which is the number of days remaining in the Lease Term as of the Addendum No. 5 Hold Space Rent Commencement Date, and the denominator of which is the total number of days in the Lease Term from and after November 1, 2015. The Addendum No. 5 Hold Space Improvements shall be designed, constructed and performed and the Addendum No. 5 Hold Space Allowance shall be disbursed in accordance with Exhibit B attached hereto.

(D) From and after the Addendum No. 5 Hold Space Rent Commencement Date, Lessee shall be provided with (i) additional parking permits (at the prevailing market rate for such permits) in the ratio of one (1) contract for every fifteen hundred (1,500) square feet of

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rentable area in the Addendum No. 5 Hold Space (BOMA measured), with such entitlement to parking permits being otherwise subject to Section 12 of this Addendum No. 5, and (ii) its pro rata share of additional directory strips in the building directory.

9. ADDENDUM NO. 5 OPTION SPACE

(A) Lessee shall have the option to add to the Demised Premises an additional area of approximately 3,500 — 6,366 square feet (as determined by Lessor and measured under BOMA) of rentable area on the seventh (7th) floor of the Building that is contiguous to the Demised Premises (such space being identified as the “**Addendum No. 5 Option Space**”, and such option being hereinafter referred to as the “**Addendum No. 5 Option Space Option**”). The configuration of the Addendum No. 5 Option Space shall satisfy all applicable laws, have reasonable access to common areas and common facilities located on the 7th floor of the Building and be usable for general office purposes. The final configuration of the Addendum No. 5 Option Space shall be designated by Lessor. Lessor shall deliver the Addendum No. 5 Option Space separately demised from the remainder of the seventh (7th) floor with a demising wall constructed, but Lessor shall have no obligation to perform any further work with respect to the Addendum No. 5 Option Space or the delivery thereof. Such demising wall shall be constructed in a manner in compliance with applicable laws and consistent with Building standard finishes. Without limiting the generality of the effect of the foregoing, the corridor side of any such demising wall shall be consistent with Lessor’s Work. Subject to the foregoing, Lessee may exercise the Addendum No. 5 Option Space Expansion Option by giving written notice to Lessor no later than October 31, 2018 (“**Lessee’s Addendum No. 5 Option Space Option Notice**”). If Lessee delivers Lessee’s Addendum No. 5 Option Space Option Notice, Lessor shall deliver the Addendum No. 5 Option Space to Lessee not earlier than January 1, 2020, and not later than April 30, 2022. If Lessee delivers Lessee’s Addendum No. 5 Option Space Option Notice, then, on or before November 10, 2018, Lessor shall notify Lessee in writing (“**Lessor’s Addendum No. 5 Option Space Notice**”) of the configuration and rentable square footage of the Addendum No. 5 Option Space and the date Lessor will deliver the Addendum No. 5 Option Space to Lessee (“**Addendum No. 5 Option Space Delivery Date**”), all in accordance with the terms and conditions hereof. Lessee may not lease less than all of the Addendum No. 5 Option Space designated by Lessor.

(B) Lessee’s exercise of its Addendum No. 5 Option Space Option shall be subject to the following conditions at the time of such exercise: (i) the Lease (as amended hereby) is in full force and effect; (ii) no default by Lessee then exists beyond any applicable notice and cure period; (iii) Lessee has

timely exercised the Addendum No. 5 Option Space Option, with time being of the essence; (iv) the Lease (as amended hereby) had not been assigned in a transaction requiring Lessor's consent pursuant to Section 11 of the Original Lease (as amended and restated by Section 12 of Addendum No. 4) (Lessor acknowledging that Lessor's consent is not required for an assignment of the Lease or sublet of the Demised Premises to any subsidiary, affiliate or successor (as those terms are defined in Section 11 of the Original Lease)); (v) Lessee is occupying for the conduct of Lessee's business therein more than seventy percent (70%) of the rentable area of the Demised Premises; and (vi) Lessee shall not have exercised the Addendum No. 5 Hold Space Option. Except as provided below, if Lessee exercises its Addendum No. 5 Option Space Option, Lessee may not thereafter revoke such exercise.

(C) The annual rate for Monthly Rent payable for the Addendum No. 5 Option Space

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shall be the annual Addendum No. 5 Option Rate for the Addendum No. 5 Option Space as of the Addendum No. 5 Option Commencement Date (the "**Addendum No. 5 Option Calculation Date**"), with such Addendum No. 5 Option Rate being escalated annually on each anniversary of the Addendum No. 5 Option Calculation Date by the market escalation rate that shall be determined as part of the determination of the Addendum No. 5 Option Rate. The "**Addendum No. 5 Option Rate**" shall mean the Market Base Rent (as defined in Section 8 of the Original Lease). Subject to the provisions of this Section, the calculation of Addendum No. 5 Option Rate shall take into account all relevant factors.

(D) Procedure for Determining Monthly Rent.

(1) If Lessee exercises its right to lease the Addendum No. 5 Option Space, Lessor shall advise Lessee (the "**Addendum No. 5 Option Rent Notice**") of Lessor's determination of Addendum No. 5 Option Rate on or before November 10, 2018. If Lessee does not accept Lessor's determination of the Addendum No. 5 Option Rate, the parties shall meet and seek in good faith to reach agreement on the Addendum No. 5 Option Rate during the thirty (30) day period that begins when Lessor receives Lessee's Addendum No. 5 Option Notice (the "**Addendum No. 5 Option Negotiation Period**").

(2) If Lessor and Lessee do not agree upon the Addendum No. 5 Option Rate in writing within the Addendum No. 5 Option Negotiation Period, the provisions of Section 9(D)(2) of Addendum No. 4 shall govern the determination of the Addendum No. 5 Option Rate, except that all references in such Section 9(D)(2) to:

- (a) the "Extension Rate" shall mean the "Addendum No. 5 Option Rate";
- (b) the "Extension Negotiation Period" shall mean the "Addendum No. 5 Option Negotiation Period"; and
- (c) the "Extension Rent Notice" shall mean the "Addendum No. 5 Option Rent Notice."

If the Monthly Rent payable for the Addendum No. 5 Option Space is not determined prior to the day on which Lessee commences to lease the Addendum No. 5 Option Space, Lessee shall pay Monthly Rent for the Addendum No. 5 Option Space in an amount equal to the rentable square foot rate then payable for the then current Demised Premises (the "**Addendum No. 5 Option Interim Rent**"). Upon final determination of the Monthly Rent for the Addendum No. 5 Option Space, Lessee shall commence paying such Monthly Rent as so determined, and within ten (10) days after such determination Lessee shall pay any deficiency in prior payments of Monthly Rent or, if the Monthly Rent as so determined shall be less than the Addendum No. 5 Option Interim Rent, Lessee shall be entitled to a credit against the next succeeding installments of Monthly Rent in an amount equal to the difference between each installment of Addendum No. 5 Option Interim Rent and the Monthly Rent as so determined which should have been paid for such installment until the total amount of the over payment has been recouped.

(E) Except to the extent expressly set forth in this Section to the contrary, if Lessee elects to lease the Addendum No. 5 Option Space, such space shall become subject to the Lease (as amended hereby) upon the same terms and conditions as are then applicable to the then current Demised Premises. The foregoing notwithstanding, any tenant improvement allowances,

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free rent periods, moving allowances or other special concessions granted to Lessee with respect to the then current Demised Premises shall not apply to the Addendum No. 5 Option Space.

(F) If Lessee exercises its right to lease the Addendum No. 5 Option Space, (1) the term of Lessee's lease of the Addendum No. 5 Option Space shall: (a) commence upon the date (the "**Addendum No. 5 Option Space Commencement Date**") Lessor tenders possession of the Addendum No. 5 Option Space in the condition required under Section 8(A) above, and (b) expire upon the expiration of the Lease Term, including any further extensions thereof, and (2) Lessee's obligation to pay Monthly Rent for the Addendum No. 5 Option Space shall commence on the earlier of (a) the date that is ninety (90) days following the Addendum No. 5 Option Space Commencement Date and (b) the date upon which Lessee commences occupancy of the Addendum No. 5 Option Space for its actual conduct of business. Provided Lessor has complied with the terms of the following sentence, Lessor will have no liability to Lessee if Lessor does not deliver the Addendum No. 5 Option Space to Lessee on the date originally contemplated by Lessor for any causes beyond the reasonable control of Lessor. Lessor will promptly commence and diligently pursue obtaining possession of the Addendum No. 5 Option Space (including, if necessary, by initiating legal proceedings) so that Lessor can tender the Addendum No. 5 Option Space to Lessee; provided, however, that the following shall be Lessee's sole remedies if Lessor complied with the foregoing sentence but failed timely to deliver the Addendum No. 5 Option Space: (x) if Lessor has not tendered possession of the Addendum No. 5 Option Space to Lessee within ninety (90) days after the Addendum No. 5 Option Space Delivery Date (which date shall not be extended by Force Majeure), then Lessee shall receive an abatement of Monthly Rent for the Addendum No. 5 Option Space and Lessee's proportionate share of Operating Costs, Operating Expenses and Real Estate Taxes for the Addendum No. 5 Option Space equal to one-half (½) day for each day of such delay from and after the ninety-first (91st) day after the Addendum No. 5 Option Space Delivery Date; provided, however, that (i) such abatement shall not exceed, in the aggregate, ninety (90) days of Monthly Rent for the Addendum No. 5 Option Space and Lessee's proportionate share of Operating Costs, Operating Expenses and Real Estate Taxes for the Addendum No. 5 Option Space (i.e., such abatement shall cease to accrue after the two hundred seventieth (270th) day after the Addendum No. 5 Option Space Delivery Date) and (ii) for the avoidance of doubt, such abatement shall not be applicable if Lessee terminates its election to lease the Addendum No. 5 Option Space pursuant to clause (y) below; and (y) if Lessor has not tendered possession of the Addendum No. 5 Option Space to Lessee within one hundred eighty (180) days after the Addendum No. 5 Option Space Delivery Date (which date shall not be extended by Force Majeure), Lessee shall have the right to terminate its election to lease the Addendum No. 5 Option Space by

notifying Lessor in writing within thirty (30) days after the expiration of said one hundred eighty (180) day period, in which event Lessee's rights under this Section 8 shall lapse. Lessor shall have no obligation to make any payment to the occupant or to give any other concession to such occupant in order to induce such occupant to vacate and surrender possession of any Addendum No. 5 Option Space.

(G) Except to the extent expressly set forth in the Lease (as amended hereby) to the contrary, upon Lessee's leasing of the Addendum No. 5 Option Space, the rentable area of the Demised Premises and term "Demised Premises" shall be deemed amended to include the Addendum No. 5 Option Space and Lessee's proportionate share and all other computations made under the Lease (as amended hereby) based upon or affected by the rentable area of the Demised Premises shall be recomputed to include the Addendum No. 5 Option Space; provided

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that, the computation of the square footage of the Addendum No. 5 Option Space shall be based on BOMA.

(H) From and after the Addendum No. 5 Option Space Commencement Date, Lessee shall be provided with (i) additional parking permits (at the prevailing market rate for such permits) in the ratio of one (1) contract for every one thousand five hundred (1,500) square feet of rentable area in the Addendum No. 5 Option Space (BOMA measured), with such entitlement to parking permits being otherwise subject to Section 12 of this Addendum No. 5, and (ii) its pro rata share of additional directory strips in the building directory.

(I) Notwithstanding the foregoing to the contrary, if Lessee extends the Lessee Addendum No. 5 Hold Space Option Notice Deadline but does not exercise the Addendum No. 5 Hold Space Option, then the dates set forth in Sections 9(A) and 9(D)(1) shall be extended for the same number of months as the Lessee Addendum No. 5 Hold Space Option Notice Deadline is extended.

10. ADDENDUM NO. 5 RIGHT OF OPPORTUNITY

(A) Addendum No. 5 Right of Opportunity.

(1) Subject to the provisions of this Section 10, if, during the Addendum No. 5 Extension Term and, if exercised, the Second Extension Term (but not any further extensions of the Lease Term), any portion of the Additional Give-Back Premises becomes available for lease from Lessor (or Lessor reasonably anticipates that such space will become available for lease from Lessor) (the "**Addendum No. 5 ROFO Space**"), Lessor shall so notify Lessee (the "**Lessor's Addendum No. 5 ROFO Notice**") of the anticipated availability date (the "**Addendum No. 5 ROFO Delivery Date**") and the location of the Addendum No. 5 ROFO Space, and Lessee shall have the right to lease all (but not less than all) of the Addendum No. 5 ROFO Space (the "**Addendum No. 5 Right of Opportunity**") by delivering Lessee's notice of such election to Lessor ("**Lessee's Addendum No. 5 ROFO Notice**") within ten (10) business days after Lessor gives Lessor's Addendum No. 5 ROFO Notice to Lessee.

(2) Any provision of the Lease (as amended hereby) to the contrary notwithstanding, Lessee's Addendum No. 5 Right of Opportunity shall be subject to the following:

(a) Lessee's Addendum No. 5 Right of Opportunity shall not apply to any Addendum No. 5 ROFO Space until Lessor has entered into a lease with a third-party tenant for such Addendum No. 5 ROFO Space containing such terms as Lessor deems acceptable in Lessor's sole discretion (including, without limitation, any fixed expansion or extension rights that Lessor might grant such tenant(s) for such Addendum No. 5 ROFO Space) with a third-party tenant and the term of such lease has expired with respect to such Addendum No. 5 ROFO Space (including, without limitation, the expiration of any lease term extension period(s) or otherwise been terminated).

(b) If Lessee notifies Lessor that Lessee elects not to lease an Addendum No. 5 ROFO Space or if Lessee fails to timely deliver Lessee's Addendum No. 5 ROFO Notice to Lessor with respect thereto, Lessee's Addendum No. 5 Right of Opportunity shall not apply to such Addendum No. 5 ROFO Space until Lessor has thereafter entered into a lease for such Addendum No. 5 ROFO Space with a third-party tenant under one or more leases

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containing such terms as Lessor deems acceptable in Lessor's sole discretion (including, without limitation, any right of opportunity or other expansion rights that Lessor might grant such tenant(s) for such Addendum No. 5 ROFO Space) and Lessor's Addendum No. 5 Right of Opportunity shall not apply to such space until the term of such lease has expired with respect to such Addendum No. 5 ROFO Space (including, without limitation, the expiration of any lease term extension period(s) or otherwise been terminated).

(c) The fixed expansion or extension rights of the third party tenant(s) taking all or any portion of the Additional Give-Back Premises pursuant to the initial lease-up following Lessee's surrender of the Additional Give-Back Premises hereunder (a "**Lease-Up Lessee's Rights**").

(B) Conditions to Exercise. Lessee's exercise of its Addendum No. 5 Right of Opportunity shall be subject to the following conditions at the time of such exercise: (i) the Lease (as amended hereby) is in full force and effect; (ii) no default by Lessee then exists beyond any applicable notice and cure period; (iii) Lessee has timely exercised the Addendum No. 5 Right of Opportunity, with time being of the essence; (iv) the Lease (as amended hereby) had not been assigned in a transaction requiring Lessor's consent pursuant to Section 11 of the Original Lease (as amended and restated by Section 12 of Addendum No. 4) (Lessor acknowledging that Lessor's consent is not required for an assignment of the Lease or sublet of the Demised Premises to any subsidiary, affiliate or successor (as those terms are defined in Section 11 of the Original Lease)); (v) Lessee is occupying for the conduct of Lessee's business therein more than seventy percent (70%) of the rentable area of the Demised Premises; and (vi) Lessee shall not have exercised the Addendum No. 5 Hold Space Option. Except as provided herein, if Lessee exercises its Addendum No. 5 Right of Opportunity, Lessee may not thereafter revoke such exercise.

(C) Condition of Addendum No. 5 ROFO Space. Lessee shall take the Addendum No. 5 ROFO Space in "as is" condition, except, however, base Building systems serving the Addendum No. 5 ROFO Space shall be in good working order.

(D) Addendum No. 5 ROFO Space Rent. The annual rate for Monthly Rent payable for an applicable Addendum No. 5 ROFO Space shall be the annual Addendum No. 5 ROFO Rate for the Addendum No. 5 ROFO Space as of the Addendum No. 5 ROFO Commencement Date (the "**Addendum**

No. 5 ROFO Calculation Date”), with such Addendum No. 5 ROFO Rate being escalated annually on each anniversary of the Addendum No. 5 ROFO Calculation Date by the market escalation rate that shall be determined as part of the determination of the Addendum No. 5 ROFO Rate. The “**Addendum No. 5 ROFO Rate**” shall mean the Market Base Rent (as defined in Section 8 of the Original Lease). Subject to the provisions of this Section, the calculation of Addendum No. 5 ROFO Rate shall take into account all relevant factors. If the Addendum No. 5 ROFO Rate includes any out-of-pocket monetary concession (such as a tenant improvement allowance) to be provided by Lessor, Lessor shall have the option to either directly provide such monetary concession or indirectly provide such monetary concession by equitably reducing the Addendum No. 5 ROFO Rate by the economic value of such concession over the then remaining Lease Term.

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(E) Procedure for Determining Monthly Rent.

(1) Lessor shall advise Lessee (the “**Addendum No. 5 ROFO Rent Notice**”) of Lessor’s determination of Addendum No. 5 ROFO Rate within ten (10) days after receiving Lessee’s Addendum No. 5 ROFO Notice. If Lessee does not accept Lessor’s determination of the Addendum No. 5 ROFO Rate, the parties shall meet and seek in good faith to reach agreement on the Addendum No. 5 ROFO Rate during the thirty (30) day period that begins when Lessor receives Lessee’s Addendum No. 5 ROFO Notice (the “**Addendum No. 5 ROFO Negotiation Period**”).

(2) If Lessor and Lessee do not agree upon the Addendum No. 5 ROFO Rate in writing within the Addendum No. 5 ROFO Negotiation Period, the provisions of Section 9(D)(2) of Addendum No. 4 shall govern the determination of the Addendum No. 5 ROFO Rate, except that all references in such Section 9(D)(2) to:

- (a) the “Extension Rate” shall mean the “Addendum No. 5 ROFO Rate”;
- (b) the “Extension Negotiation Period” shall mean the “Addendum No. 5 ROFO Negotiation Period”; and
- (c) the “Extension Rent Notice” shall mean the “Addendum No. 5 ROFO Rent Notice.”

If the Monthly Rent payable for an Addendum No. 5 ROFO Space is not determined prior to the day on which Lessee commences to lease the Addendum No. 5 ROFO Space, Lessee shall pay Monthly Rent for the Addendum No. 5 ROFO Space in an amount equal to the rentable square foot rate then payable for the then current Demised Premises (the “**Addendum No. 5 ROFO Interim Rent**”). Upon final determination of the Monthly Rent for the Addendum No. 5 ROFO Space, Lessee shall commence paying such Monthly Rent as so determined, and within ten (10) days after such determination Lessee shall pay any deficiency in prior payments of Monthly Rent or, if the Monthly Rent as so determined shall be less than the Addendum No. 5 ROFO Interim Rent, Lessee shall be entitled to a credit against the next succeeding installments of Monthly Rent in an amount equal to the difference between each installment of Addendum No. 5 ROFO Interim Rent and the Monthly Rent as so determined which should have been paid for such installment until the total amount of the over payment has been recouped.

(F) Except to the extent expressly set forth in this Section to the contrary, if Lessee elects to lease Addendum No. 5 ROFO Space, such space shall become subject to the Lease (as amended hereby) upon the same terms and conditions as are then applicable to the then current Demised Premises. The foregoing notwithstanding, any tenant improvement allowances, free rent periods, moving allowances or other special concessions granted to Lessee with respect to the then current Demised Premises shall not apply to the Addendum No. 5 ROFO Space.

(G) If Lessee exercises its right to lease Addendum No. 5 ROFO Space, the term of Lessee’s lease of the Addendum No. 5 ROFO Space shall: (a) commence upon the date (the “**Addendum No. 5 ROFO Space Commencement Date**”) that is the later of: (i) the Addendum No. 5 ROFO Delivery Date, or (ii) the date Lessor tenders possession of the Addendum No. 5 ROFO Space in the condition required under Section 8(C) above, and (b) expire upon the expiration of the Lease Term, including any further extensions thereof (or, if Lessee’s rights

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under Section 8 above remain unexercised but available, and Lessor notifies Lessee in the Lessor’s Addendum No. 5 ROFO Notice that such Addendum No. 5 ROFO Space constitutes Addendum No. 5 Option Space, expire on the day before the Addendum No. 5 Option Space Commencement Date). Provided Lessor has complied with the terms of the following sentence, Lessor will have no liability to Lessee if Lessor does not deliver the Addendum No. 5 ROFO Space to Lessee on the Addendum No. 5 ROFO Delivery Date for any causes beyond the reasonable control of Lessor. Lessor will promptly commence and diligently pursue possession of the Addendum No. 5 ROFO Space (including, if necessary, by initiating legal proceedings) so that Lessor can tender the Addendum No. 5 ROFO Space to Lessee; provided, however, that the following shall be Lessee’s sole remedies if Lessor complied with the foregoing sentence but failed timely to deliver the Addendum No. 5 ROFO Space: (x) if Lessor has not tendered possession of the Addendum No. 5 ROFO Space to Lessee within ninety (90) days after the Addendum No. 5 ROFO Delivery Date (which date shall not be extended by Force Majeure), then Lessee shall receive an abatement of Monthly Rent for the Addendum No. 5 ROFO Space and Lessee’s proportionate share of Operating Costs, Operating Expenses and Real Estate Taxes for the Addendum No. 5 ROFO Space equal to one-half (½) day for each day of such delay from and after the ninety-first (91st) day after the Addendum No. 5 ROFO Delivery Date; provided, however, that (i) such abatement shall not exceed, in the aggregate, ninety (90) days of Monthly Rent for the Addendum No. 5 ROFO Space and Lessee’s proportionate share of Operating Costs, Operating Expenses and Real Estate Taxes for the Addendum No. 5 ROFO Space (i.e., such abatement shall cease to accrue after the two hundred seventieth (270th) day after the Addendum No. 5 ROFO Delivery Date) and (ii) for the avoidance of doubt, such abatement shall not be applicable if Lessee terminates its election to lease the Addendum No. 5 ROFO Space pursuant to clause (y) below; and (y) if Lessor has not tendered possession of the Addendum No. 5 ROFO Space to Lessee within one hundred eighty (180) days after the Addendum No. 5 ROFO Delivery Date (which date shall not be extended by Force Majeure), Lessee shall have the right to terminate its election to lease the Addendum No. 5 ROFO Space by notifying Lessor in writing within thirty (30) days after the expiration of said one hundred eighty (180) day period, in which event Lessee’s rights under this Section 9 shall lapse. Lessor shall have no obligation to make any payment to the occupant or to give any other concession to such occupant in order to induce such occupant to vacate and surrender possession of any Addendum No. 5 ROFO Space.

(H) Recomputation. Except to the extent expressly set forth in the Lease (as amended hereby) to the contrary, upon Lessee’s leasing of Addendum No. 5 ROFO Space, the rentable area of the Demised Premises and term “Demised Premises” shall be deemed amended to include such Addendum No. 5 ROFO Space and Lessee’s proportionate share and all other computations made under the Lease (as amended hereby) based upon or

affected by the rentable area of the Demised Premises shall be recomputed to include such Addendum No. 5 ROFO Space; provided that, the computation of the square footage of the Addendum No. 5 ROFO Space shall be based on BOMA.

(I) Parking and Directory Strips. From and after the Addendum No. 5 ROFO Space Commencement Date, Lessee shall be provided with (i) additional parking permits (at the prevailing market rate for such permits) in the ratio of one (1) contract for every one thousand five hundred (1,500) square feet of rentable area in the Addendum No. 5 ROFO Space (BOMA measured), with such entitlement to parking permits being otherwise subject to Section 12 of this

Addendum No. 5, and (ii) its pro rata share of additional directory strips in the building directory.

(J) Section 8 of Addendum No. 4 is hereby deleted and shall be of no further force or effect.

11. SECOND EXTENSION TERM

The provisions of Section 9 of Addendum No. 4 shall continue to apply during the Addendum No. 5 Extension Period, provided, however, that:

(A) The reference therein to “November 1, 2015,” is hereby deleted and replaced with “November 1, 2027”;

(B) The reference therein to “October 31, 2020,” is hereby deleted and replaced with “October 31, 2032”;

(C) The reference therein to “May 1, 2014,” is hereby deleted and replaced with “May 1, 2026”;

(D) The reference therein to “August 1, 2014,” is hereby deleted and replaced with “August 1, 2026”;

(E) The reference therein to “39,624 rentable square feet (i.e., as re-measured under BOMA)” is hereby deleted and replaced with “33,258 rentable square feet,” subject to the exercise by Lessee of the Addendum No. 5 Option Space Option and/or the Addendum No. 5 Right of Opportunity; and

(F) The reference therein to “First Extension Term” is hereby deleted and replaced with “Addendum No. 5 Extension Term.”

Notwithstanding the foregoing to the contrary, if Lessee extends the Addendum No. 5 Hold Space Option Notice Deadline, then the dates set forth in this Section 11 shall be extended for the same number of months as the Addendum No. 5 Extension Term Expiration Date is extended.

12. PARKING

Effective as of November 1, 2015, (a) the reference in Section 7 of the Lease (as hereinbefore modified) to “twenty-six (26) contracts” is hereby deleted and replaced with “twenty-four (24) contracts” and (b) the last sentence of Section 7(B) of the Lease (as heretofore modified) is amended and restated as follows:

In the event Lessee fails to execute with the Operator the monthly parking contracts by February 29, 2016, or subsequently relinquishes in any manner its parking contracts, Lessor shall be under no obligation to seek restoration of the relinquished contract or waive Lessee’s failure to execute said contract prior to February 29, 2016; provided, however, that Lessee shall have the right to take (or, as applicable, retake) parking contracts up to Lessee’s full number of permitted parking contracts upon sixty (60) days written notice to Lessor.

13. COMPLIANCE WITH LAWS

(A) To Lessor’s knowledge, without further investigation or inquiry, the base building

portions of the Building are currently free of any asbestos or any other hazardous materials that violate applicable federal, state or local regulations or ordinances.

(B) To Lessor’s knowledge, without further investigation or inquiry, the base building portions of the Building are (subject to any applicable grandfathering provisions and waivers) in compliance with the ADA.

14. STORAGE SPACE

(A) Following the Addendum No. 5 Partial Termination Date, the Lease with regard to the remainder of the Storage Space shall remain in full force and effect for the remainder of the Lease Term, including any further extension terms provided herein, and shall remain unmodified, except as specifically provided for herein.

(B) From and after the Addendum No. 5 Partial Termination Date, the Storage Space shall be deemed to contain 205 square feet.

(C) During the Addendum No. 5 Extension Term, the monthly rent for the Storage Space (the “**Storage Space Addendum No. 5 Extension Term Monthly Rent**”) shall be as follows:

<u>Period</u>	<u>Storage Space Addendum No. 5 Extension Term Monthly Rent</u>	<u>Annual Amount Per Square Foot</u>
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November 1, 2015 — October 31, 2016	\$	414.27	\$	24.25
November 1, 2016 — October 31, 2017	\$	422.64	\$	24.74
November 1, 2017 — October 31, 2018	\$	431.01	\$	25.23
November 1, 2018 — October 31, 2019	\$	439.55	\$	25.73
November 1, 2019 — October 31, 2020	\$	448.27	\$	26.24
November 1, 2020 — October 31, 2021	\$	457.15	\$	26.76
November 1, 2021 — October 31, 2022	\$	466.38	\$	27.30
November 1, 2022 — October 31, 2023	\$	475.77	\$	27.85
November 1, 2023 — October 31, 2024	\$	485.34	\$	28.41
November 1, 2024 — October 31, 2025	\$	495.08	\$	28.98
November 1, 2025 — October 31, 2026	\$	504.98	\$	29.56
November 1, 2026 — October 31, 2027	\$	515.06	\$	30.15
Addendum No. 5 Hold Space Extension Period (if applicable)	\$	525.31	\$	30.75

For the avoidance of doubt, Lessee is not obligated to pay any Operating Expenses, Operating Costs or Real Estate Taxes with respect to the Storage Space and the numerator used to calculate Lessee's proportionate shares in Section 3(C) above does not include the area of the Storage Space.

15. AMENDMENT AND RESTATEMENT

This Addendum No. 5 amends and restates, and supersedes in all respects, that certain Addendum No. 5 dated as of December 22, 2014 (the "December 2014 Addendum"). For the avoidance of doubt, any abatement heretofore provided under Section 5(B) of the December

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2014 Addendum shall count against the abatement to be provided under Section 5(B) of this Addendum No. 5 and any Lessor's Contribution heretofore provided under Exhibit B of the December 2014 Addendum shall count against the Lessor's Contribution to be provided under Exhibit B of this Addendum No. 5.

16. LENDER APPROVAL

The terms and conditions of this Addendum No. 5 are contingent upon the consent of Lessor's current lender for the Building ("**Lender Approval**"). The terms and conditions of this Addendum No. 5 shall not be effective until the Effective Date. The term "**Effective Date**" shall mean the later to occur of the following dates: (a) the date this Addendum No. 5 is fully executed, and (b) the date upon which Lessor advises Lessee in writing that Lender Approval has been received (the "**Lender Approval Notification Date**"). Lessor shall use commercially reasonable, good faith, diligent efforts to obtain Lender Approval as soon as is reasonably possible following the full execution of this Addendum No. 5. If the Lender Approval Notification Date does not occur within forty (40) days following the date on which this Addendum No. 5 has been fully executed by Lessor and Lessee, then Lessee shall have the right to cancel this Addendum No. 5 upon five (5) days' prior written notice to Lessor, such notice to be given, if at all, prior to the Lender Approval Notification Date. If the Lender Approval Notification Date does not occur within fifty-five (55) days following the date on which this Addendum No. 5 has been fully executed by Lessor and Lessee, then, provided Lessor has used its commercially reasonable good faith diligent efforts to obtain Lender Approval as required above, Lessor shall have the right to cancel this Addendum No. 5 upon five (5) days' prior written notice to Lessee, such notice to be given, if at all, prior to the Lender Approval Notification Date. If this Addendum No. 5 is cancelled by Lessor or Lessee as aforesaid, (i) this Addendum No. 5 shall be null and void as if the same had never been executed by Lessor and Lessee, (ii) the Lease as un-amended by this Addendum No. 5 shall remain in full force and effect, and (iii) neither party hereto shall have any rights against or obligations to the other under this Addendum No. 5.

17. BROKER AND AGENT

Lessor and Lessee each represent and warrant one to another that, except as hereinafter set forth, neither of them has employed any broker in carrying on the negotiations, or had any dealings with any broker, relating to this Addendum No. 5. Lessee represents that it has employed CBRE, Inc., as its broker. Lessor represents that it has employed Tishman Speyer Properties, L.P., as its broker. Lessor, pursuant to separate written agreements, has agreed to pay the commission of the aforementioned brokers. Lessor shall indemnify and hold Lessee harmless, and Lessee shall indemnify and hold Lessor harmless, from and against all claim or claims for brokerage or other commission arising from or out of any breach of the foregoing representation and warranty by the respective indemnitor.

18. EXCULPATION

(A) Notwithstanding anything appearing to the contrary in the Lease (as amended hereby), Lessee shall not be entitled to enforce the liability and obligation of Lessor hereto to pay, perform and observe the obligations contained in the Lease (as amended hereby) by any action or proceeding against any member, shareholder, partner, manager, director, officer, agent, affiliate, beneficiary, trustee or employee of Lessor, or against any direct or indirect member,

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shareholder, partner or other owner of any such member, shareholder, partner, manager, director, officer, agent, affiliate or employee of Lessor, or against any director, officer, employee, agent, manager or trustee of any of the foregoing.

(B) Notwithstanding anything appearing to the contrary in the Lease (as amended hereby), Lessor shall not be entitled to enforce the liability and obligation of Lessee hereto to pay, perform and observe the obligations contained in the Lease (as amended hereby) by any action or proceeding against any member, shareholder, partner, manager, director, officer, agent, affiliate, beneficiary, trustee or employee of Lessee, or against any direct or indirect member, shareholder, partner or other owner of any such member, shareholder, partner, manager, director, officer, agent, affiliate or employee of Lessee, or against any director, officer, employee, agent, manager or trustee of any of the foregoing.

19. CONFIDENTIALITY

Lessee acknowledges and agrees that the terms of this Addendum No. 5 are confidential and constitute proprietary information of Lessor. Disclosure of the terms hereof could adversely affect the ability of Lessor to negotiate other leases and/or lease amendments with respect to the Building and may impair Lessor's relationship with other tenants of the Building. Lessee agrees that it and its partners, officers, directors, and employees shall not, without the prior written consent of Lessor, make any public disclosure of the terms and conditions of this Addendum No. 5 other than (a) in Lessee's ordinary course of business to Permitted Recipients, and (b) if required by applicable laws or governmental authorities (including, without limitation, any legal disclosures required with respect to Lessee's status as a publicly traded corporation). Lessee shall use commercially reasonable, good faith efforts to cause the Permitted Recipients to comply with the confidentiality provisions set forth herein.

20. OTHER TERMS AND PROVISIONS

All other provisions of the Lease shall remain in effect and unchanged except as modified herein, and all terms, covenants and conditions shall remain in effect as modified by this Addendum No. 5. If any provision of this Addendum No. 5 conflicts with the Lease, the provisions of this Addendum No. 5 shall control.

[Signature pages to follow]

[Remainder of page left intentionally blank]

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IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum No. 5 to be signed in their names under seal by themselves or by their duly authorized representatives and delivered as their act and deed, intending to be legally bound by all its terms and conditions.

LESSOR:

1201 F STREET, L.P.,
a Delaware limited partnership

By: /s/ Steven R. Wechsler
Name: Steven R. Wechsler
Title: Senior Managing Director

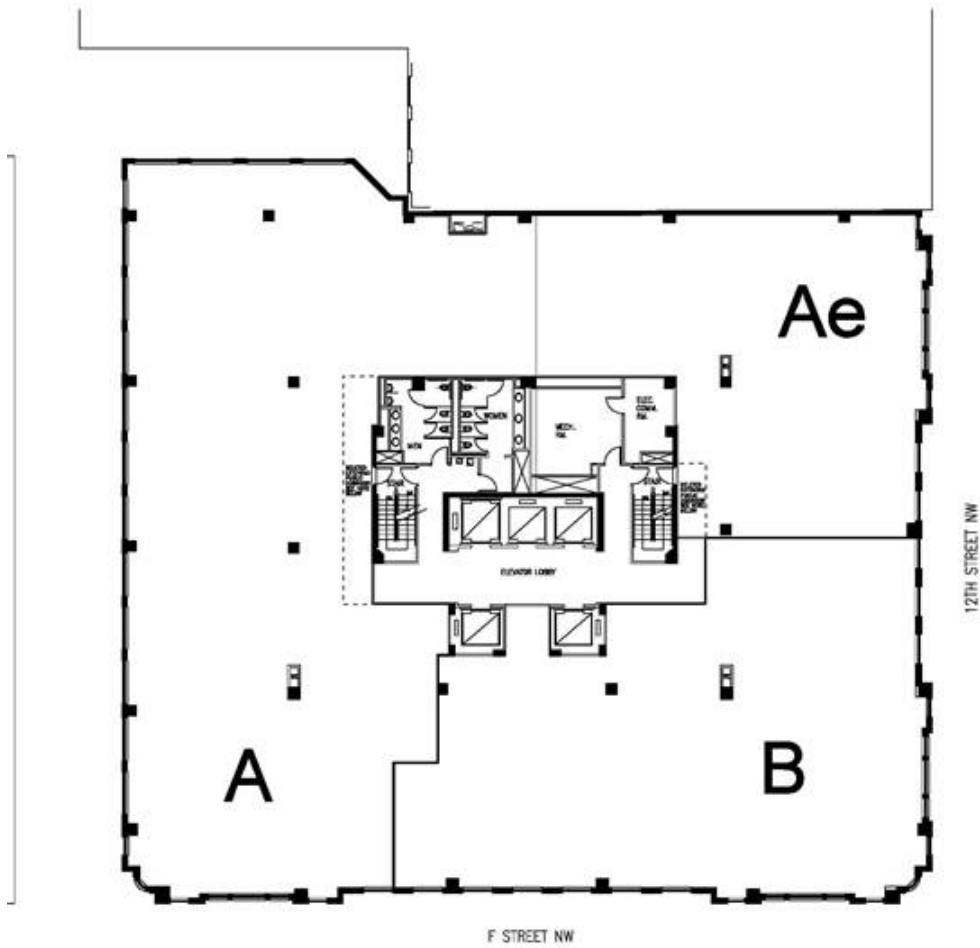
LESSEE:

CRA INTERNATIONAL, INC., formerly known as Charles River Associates
Incorporated, a Massachusetts corporation

By: /s/ Chad M. Holmes (SEAL)
Name: Chad M. Holmes
Title: Chief Financial Officer, Exec. Vice President and Treasurer

EXHIBIT A-1

ADDITIONAL GIVE-BACK PREMISES ("B") AND RE-INCLUDED SPACE ("Ae")



RENTAL COMPILATION 14 APRIL 2015

SUITE	USABLE AREA	FLOOR COMMON	FLOOR SUBTOTAL	BUILDING COMMON	TOTAL RENTABLE
A	7,826	813	8,639	734	9,373
Ae	1,305	373	1,678	355	2,033
SubTotal:	11,131	1,186	12,317	1,129	13,446
B	5,289	562	5,851	535	6,386
TOTAL	16,400	1,748	18,148	1,664	19,812

NOTE: INITIAL SUITES A, B, AND EXPANSION AREA Ae ARE RE-MEASURED TO REFLECT THE ELIMINATION OF THE PUBLIC CORRIDOR EXTENDING PREVIOUSLY INCLUDED IN THE FLOOR COMMON AREAS.

1201 F STREET NW
WASHINGTON, DC
SEVENTH FLOOR



EXHIBIT A-2

GIVE-BACK STORAGE SPACE

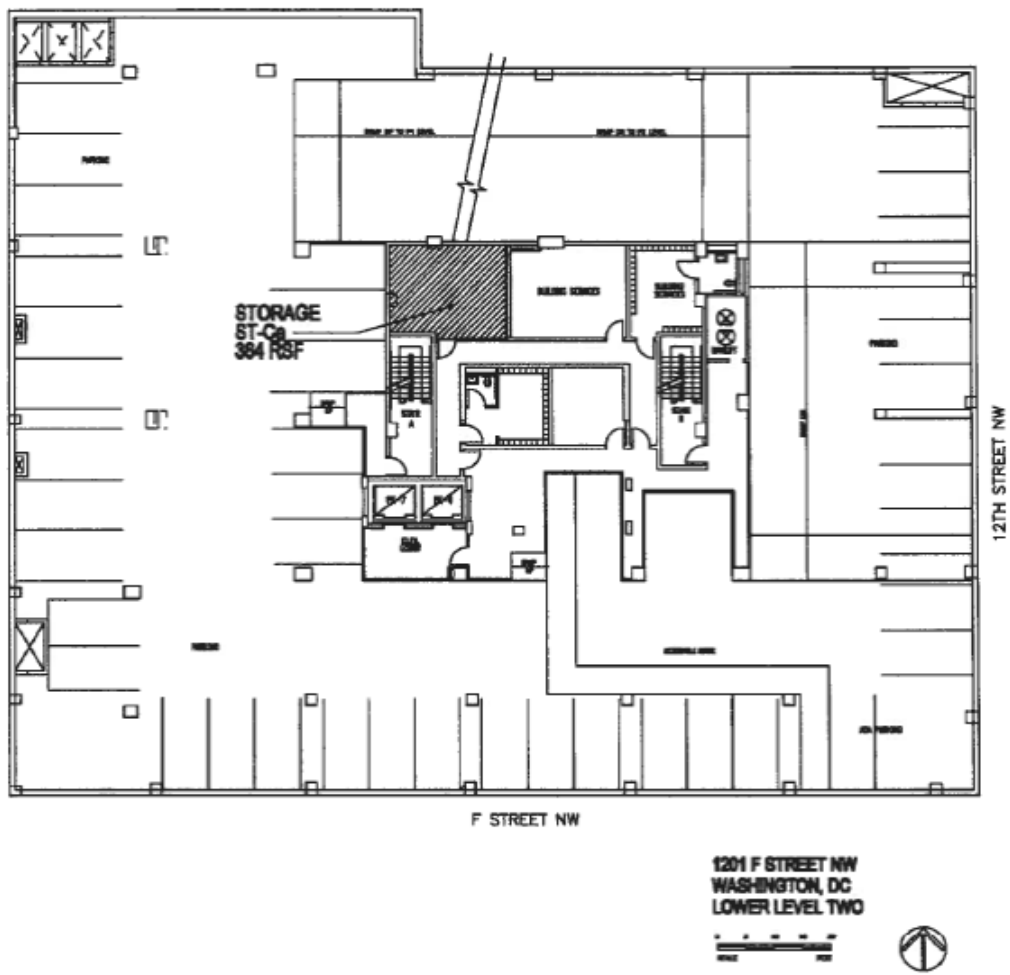


EXHIBIT A-3
SWING SPACE

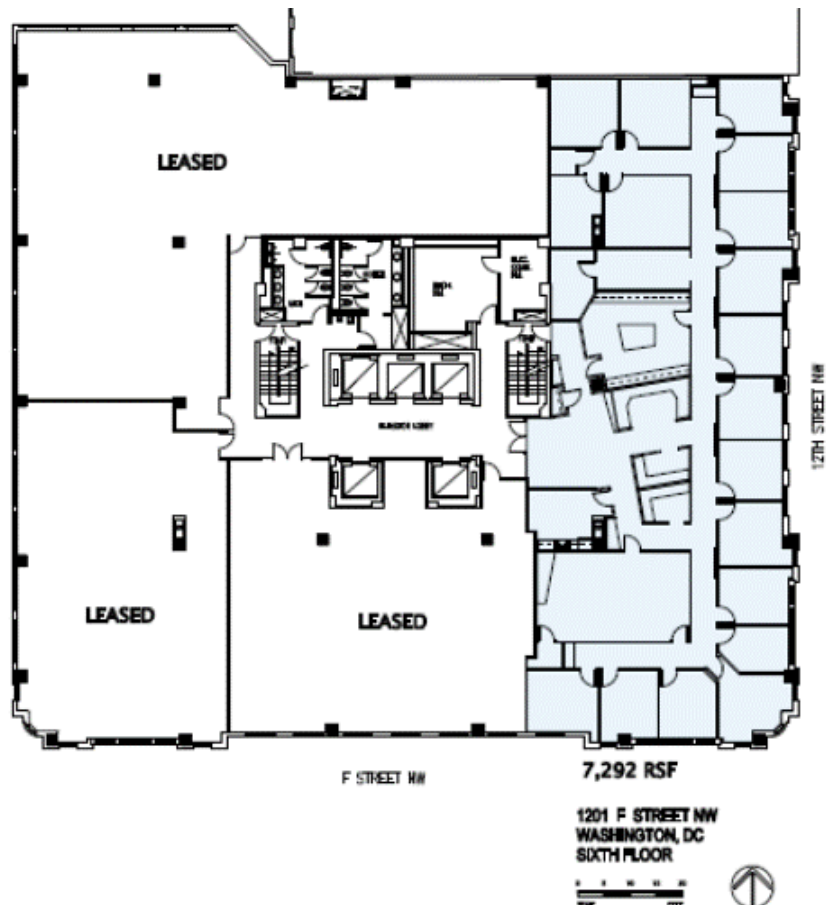


EXHIBIT B

WORK AGREEMENT

This Work Agreement is a part of Addendum No. 5. In the event of any conflict between the terms of this Work Agreement and the terms of the Lease (as amended by Addendum No. 5), the terms of this Work Agreement shall control.

Article 1 - Definitions

1. Definitions.

1.1 “**Base Building Plans**” means the base building plans and specifications for the Building.

1.2 “**Base Building Systems**” means the structural components of the Building and the mechanical, electrical, plumbing, sanitary, sprinkler, heating, ventilation and air conditioning, security, life-safety and other service systems or facilities of the Building up to the point of connection for localized distribution to the Demised Premises and the mechanical, electrical, plumbing, heating, ventilation and air conditioning, elevators and other service systems or facilities servicing the common areas of the Building.

1.3 “**Change Order**” means any change in any of Lessee’s Plans after Lessor has approved any such plan and/or any change in the work or materials to be included in the Leasehold Improvements.

1.4 “**Comparable Building**” means first-class office buildings of comparable age and size in the central business district of the District of Columbia.

1.5 “**Contractor**” means the general contractor selected by Lessee in accordance with the terms of this Work Agreement to construct and install the Leasehold Improvements.

1.6 “**Construction Costs**” means all costs in the permitting, demolition, construction and installation of the Leasehold Improvements and acquiring the materials for the Leasehold Improvements.

1.7 “**Effective Date**” has the meaning given such term in Addendum No. 5.

1.8 “**Engineers**” means the mechanical, electrical, plumbing and structural and engineers and other licensed third-parties selected by Lessee to assist in the preparation of Lessee’s Plans.

1.9 “**Essential Subs**” means those subcontractors to be specifically designated by Lessor acting reasonably for purposes of working on the Building mechanical, energy management, structural, exterior windows (including window removal and reinstallation for hoisting purposes), roof (excluding HVAC), sprinkler and fire and life safety systems.

1.10 “**Final Space Plan**” means a detailed space plan for the Leasehold Improvements prepared by Lessee’s Architect, which space plan shall be substantially in conformance with the Preliminary Plan approved by Lessor and any updates or changes thereto approved by Lessor and shall contain the information and otherwise comply with the requirements set forth on Annex 2 attached hereto.

1.11 “**Improvement Costs**” means, collectively, (i) the Soft Costs; (ii) the Construction Costs; and (iii) Lessor’s Fee.

1.12 “**Leasehold Improvements**” means the improvements set forth in Lessee’s Plans as approved by Lessor in accordance with the terms of this Work Agreement.

1.13 “**Lessee’s Architect**” means the architect engaged by Lessee to design the Leasehold Improvements and prepare Lessee’s Plans.

1.14 “**Lessee’s Contractors**” means Contractor and all subcontractors and subsubcontractors (including the Essential Subs) who will work on the Leasehold Improvements.

1.15 “**Lessee’s Equipment**” means any telephone, telephone switching, telephone and data cabling, furniture, computers, servers, Lessee’s trade fixtures and other personal property to be installed by or on behalf of Lessee in the Demised Premises.

1.16 “**Lessee’s Plans**” means the Preliminary Plan, the Final Space Plan and the Plans and Specifications.

1.17 “**Lessee’s Representative**” means Renee Collins, whose address is 750 9th Street, NW, Suite 900, Washington, DC 20001, and whose telephone number is (202) 783-8200.

1.18 “**Lessor’s Contribution**” means an amount equal to Two Million Eight Hundred Seventeen Thousand Seventy Dollars (\$2,817,070.00).

1.19 “**Lessor’s Fee**” means a fee payable to Lessor equal to either (a) one percent (1%) of the Construction Costs (if Lessee retains a third-party project manager, other than Lessor or its affiliate, in connection with the Leasehold Improvements) or (b) three percent (3%) of the Construction Costs (if Lessor does not retain a third-party project manager, other than Lessor or its affiliate, in connection with the Leasehold Improvements), as applicable.

1.20 “**Lessor’s Representative**” means Rustom Cowasjee, whose address is Tishman Speyer Properties, 1875 Eye Street, NW, Suite 300, Washington, DC 20006 and whose telephone number is (202) 420-2123 and whose telecopier number is (202) 777-0370.

1.21 “**Permits**” means all necessary permits in connection with the Leasehold Improvements.

1.22 “**Plans and Specifications**” means all architectural plans, construction drawings and specifications necessary and sufficient (i) for the construction of the Leasehold Improvements in accordance with the Final Space Plan and (ii) to enable the Contractor to obtain all necessary

Permits for the construction of the Leasehold Improvements, and which shall contain the information and otherwise comply with the requirements set forth on Annex 3 attached hereto.

1.23 “**Preliminary Plan**” means a preliminary space plan prepared by Lessee’s Architect showing the general layout of the Demised Premises upon completion of the Leasehold Improvements, which space plan shall contain the information and otherwise comply with the requirements set forth on Annex 1 attached hereto.

1.24 “**Punch List Work**” means minor details of construction, decoration and mechanical adjustment, if any, the noncompletion of which do not materially interfere with the use of the relevant portion of the Building.

1.25 “**Soft Costs**” means the sum of (a) all architectural, space planning, engineering and other costs related to the design of the Leasehold Improvements including, without limitation, the fees of Lessee’s Architect, the Engineers and the professionals preparing and/or reviewing Lessee’s Plans (or any of them), plus (b) the cost of relocating Lessee’s furniture, fixtures and equipment to the Demised Premises, the cost of installing networking and wiring in the Demised Premises and the cost of purchasing furniture, fixtures and equipment (including audiovisual equipment) for use in the Demised Premises.

1.26 “**Substantial Completion**” means, as to any construction performed by any party, that such work has been completed, as reasonably mutually determined by Lessor’s architect and Lessee’s architect, in accordance with (a) the provisions of the Lease (as amended by Addendum No. 5) applicable thereto, and (b) the plans and specifications for such work, except for any Punch List work.

Capitalized terms used but not defined in this Work Agreement shall have the meanings given such terms in the Lease (as amended by Addendum No. 5).

Article 2 — Plans

2.1 Lessee’s Architect and Engineers. Lessee has or will retain Lessee’s Architect to design the Leasehold Improvements and prepare Lessee’s Plans. Lessee’s Architect and the Engineers shall be subject to Lessor’s reasonable approval, which approval shall not be unreasonably withheld, conditioned or delayed.

2.2 Preliminary Plan. Lessor has previously approved the Preliminary Plan.

2.3 Final Space Plan. Lessor has previously approved the Final Space Plan.

2.4 Plans and Specifications. Lessor has previously approved the Plans and Specifications.

2.5 Changes to Plans.

(a) In the event of any Change Order or in the event that Lessor determines that any of Lessee’s Plans have not been prepared in accordance with the requirements of this Work Agreement, Lessee shall be solely responsible for all costs and expenses and for all delays in

reoccupancy by Lessee resulting therefrom including, without limitation, costs or expenses relating to (i) any additional architectural or engineering services and related design expenses; (ii) any reasonable architectural or engineering costs incurred by Lessor in connection with its review of such requested change; (iii) any changes to materials in process of fabrication; (iv) cancellation or modification of supply or fabricating contracts; (v) removal or alteration of work or plans completed or in process; or (vi) delay claims made by Contractor.

(b) No changes shall be made to any of Lessee’s Plans and no Change Orders shall be implemented without the prior written approval of Lessor, which approval shall not be unreasonably withheld, conditioned or delayed (but which shall be subject to the Alterations limitations set forth in the Lease). All Change Orders shall be in writing and shall be on such AIA form as is required by Lessor and/or Contractor. Lessee shall evidence in writing its approval of any Change Order prior to requesting Lessor’s approval of same.

2.6 General Plan Provisions.

(a) Lessee shall cause (i) Lessee’s Plans to comply with all Applicable Laws; (ii) Lessee’s Plans to be prepared by Lessee’s Architect and the Engineers in accordance with the terms of this Work Agreement and in conformity with the Base Building Plans and the base Building systems (including, without limitation, the base Building HVAC, mechanical, electrical, plumbing and life safety systems); (iii) the Plans and Specifications to be sufficient to enable Contractor (with respect to the Plans and Specifications) to obtain all necessary Permits; and (iv) the Plans and Specifications to be prepared using the AutoCAD Computer Assisted Drafting and Design System format. Lessee shall cause Lessee’s Plans not to include any Leasehold Improvements that will or that reasonably might be anticipated to (1) interfere with the normal operation of the Building, Building operations, or the Base Building Systems; (2) materially increase maintenance or utility charges for operating the Building in excess of the standard requirements for Comparable Buildings, or (3) affect the exterior or structure of the Building. Lessee shall cause Lessee’s Plans to include as part of the Leasehold Improvements the construction of a Building standard demising wall to separate the Additional Give-Back Premises from the balance of the Demised Premises located on the seventh (7th) floor of the Building.

(b) Any provision of this Work Agreement or the Lease (as amended by Addendum No. 5) to the contrary notwithstanding, Lessor’s approval of the Plans and Specifications shall not constitute an assurance by Lessor that the Plans and Specifications satisfy any Applicable Laws or are sufficient to enable the Contractor to obtain a building permit for the undertaking of the Leasehold Improvements. If Lessor notifies Lessee at any time that

the Plans and Specifications must be revised due to their failure to comply with the terms of this Work Agreement, such revisions shall be made at Lessee's expense and any delay arising in connection therewith shall constitute a Lessee delay and shall not give rise to any claim or cause of action against Lessor.

(c) Prior to making or installing any of the Leasehold Improvements, Lessee shall perform a field verification to independently determine the existing conditions, specifications and dimensions of the Demised Premises and any variances from the Base Building Plans.

(d) Lessee has appointed Lessee's Representative for purposes of granting any consents or approvals by Lessee under this Work Agreement and for authorizing and executing any and all Change Orders or other documents in connection with this Work Agreement and Lessor shall have the right to rely on Lessee's Representative's consent, approval, authorization or execution as aforesaid.

(e) Lessor has appointed Lessor's Representative for purposes of granting any consents or approvals by Lessor under this Work Agreement and for authorizing and executing any and all Change Orders or other documents in connection with this Work Agreement and Lessee shall have the right to rely on Lessor's Representative's consent, approval, authorization or execution as aforesaid.

(f) Lessee shall reimburse Lessor for all reasonable out-of-pocket costs incurred by Lessor in reviewing any proposed Lessee Plans and Change Orders within thirty (30) days after Lessee's receipt of an invoice therefor.

Article 3 — Construction

3.1 **Lessor Improvements.** Except as might be expressly set forth in Addendum No. 5 to the contrary, Lessor has no obligation to do any other work or pay any amounts with respect to the Demised Premises.

3.2 **Leasehold Improvements.** Lessee shall, at Lessee's expense, Substantially Complete the Leasehold Improvements in a good and workmanlike manner and in accordance with the terms of this Work Agreement not later than on October 31, 2015. Except to the extent that the Plans and Specifications provide otherwise, Lessee will cause the Leasehold Improvements to be constructed of new materials commensurate with the level of improvements for a typical first-class tenant in Comparable Buildings.

3.3 **General Contractor.**

(a) Lessor has previously approved the contract and general contractor (Rand Construction) relating to the construction of the Leasehold Improvements.

(b) The Contractor shall be responsible for all required construction, management and supervision of the Lessee Improvement work.

3.4 **Subcontractors.** Lessor shall have the right to approve Lessee's subcontractors, such approval not to be unreasonably withheld, conditioned or delayed.

3.5 **Certain Essential Work.** All Lessee Improvement connections or tie-ins to the base Building energy management, sprinkler and fire and life safety systems shall be performed at Lessee's expense by the applicable Essential Sub. All Lessee Improvement work relating to the Building exterior walls and windows (including window removal and reinstallation for hoisting purposes), and the roof (excluding HVAC), shall be performed at Lessee's expense by the applicable Essential Sub.

3.6 **Permits.** Prior to commencement of the Leasehold Improvements, Lessee shall, at Lessee's expense, obtain the Permits.

3.7 **Pre-Construction Deliveries.** Not fewer than ten (10) days prior to commencement of construction of the Leasehold Improvements, Lessee shall deliver the following information and items to Lessor:

(a) the names and addresses of Lessee's Contractors;

(b) the schedule for commencement of construction, the estimated date of Substantial Completion, the fixturing work and the date on which Lessee will commence occupancy of the Demised Premises for the conduct of Lessee's business;

(c) Lessee's itemized statement of the estimated Improvement Costs;

(d) certificates of insurance evidencing all insurance coverage required under the Lease and this Work Agreement; and

(e) a copy of the Permits.

3.8 **Lessee's Equipment.** Lessee, at Lessee's expense, shall be responsible for ordering and for the delivery and installation of Lessee's Equipment.

3.9 **Post Construction Activities.** Prior to Lessee's use or reoccupancy of the Demised Premises or any portion thereof and Lessor's disbursement of any portion of the Retainage, Lessee shall, at Lessee's expense, deliver to Lessor all certifications and approvals with respect to the Leasehold Improvements that may be required from any governmental authority and/or any board or fire underwriters or similar body for the use and/or occupancy of the Demised Premises; and certificates of insurance evidencing all insurance coverage required under the Lease and this Work Agreement.

3.10 **General Construction Provisions.**

(a) Any damage caused by Lessee's Contractors to any portion of the Building or to any property of Lessor or other tenants shall be repaired forthwith after written notice from Lessor to its condition prior to such damage by Lessee at Lessee's expense.

(b) Lessee and Lessee's Contractors shall access the Demised Premises via the Building freight elevator, work in harmony and not interfere with the performance of other work in the Building.

(c) If at any time such entry shall cause, or in Lessor's reasonable judgment threaten to cause, such disharmony or interference, Lessor may terminate such permission upon 24 hours' notice to Lessee, and thereupon, Lessee or its employees, agents, contractors, and suppliers causing such disharmony or interference shall immediately withdraw from the Demised Premises and the Building until Lessor reasonably determines such disturbance no longer exists.

(d) Lessee shall comply with and cause Lessee's Contractors to comply with the rules and regulations attached hereto as Annex 4-Construction Rules and Regulations and such other reasonable rules and regulations as Lessor from time to time establishes concerning construction work in the Building.

3.11 Access During Construction. At least one elevator to the Demised Premises shall be available at all times during construction, to be coordinated with Lessor's construction or property management representative, to bring materials to the space for the purposes of modifying the Demised Premises. Subject to the rules and regulations attached hereto as Annex 4-Construction Rules and Regulations and such other reasonable rules and regulations as Lessor from time to time establishes concerning construction work in the Building, Lessor shall assure Lessee of adequate access to the Demised Premises during construction of Leasehold Improvements.

3.12 Miscellaneous. Lessor, at Lessor's sole cost and expense, shall provide during normal business hours, reasonable electric power, water, sewer and HVAC during Lessee's construction of the Leasehold Improvements. Except as otherwise noted Lessee shall not be responsible for any additional Building charges (including, but not limited to, freight elevator usage, operator's cost, staging area costs, loading dock fees, security guard fees, or utility charges) in connection with Lessee's construction during normal business hours.

Article 4 — Improvement Costs and Lessor's Contribution

4.1 Improvement Costs. Lessee shall be responsible for the full and timely payment of all Improvement Costs, subject to Lessor's disbursement of Lessor's Contribution as provided in this Work Agreement. Lessor shall make disbursements from Lessor's Contribution as invoices are rendered to Lessor, provided that Lessor has received partial or final (as applicable) lien waivers and such other documentation as Lessor may reasonably require from the party requesting such payment. Lessor shall have the right to deduct Lessor's Fee from Lessor's Contribution as and when Lessor makes disbursements from Lessor's Contribution. Lessee agrees that Lessor's Contribution must be applied relatively proportionately towards the payment of Improvements Costs for the entire Demised Premises.

4.2 Lessor's Contribution. Lessor shall disburse an amount not to exceed Lessor's Contribution toward the Improvement Costs; provided, however, that the portion of Lessor's Contribution to be applied against Soft Costs shall not exceed Five Hundred Sixty-Two Thousand Nine Hundred Seventy-Two Dollars (\$562,972.00).

4.3 Disbursement of Lessor's Contribution.

(a) Lessor shall make progress payments to Lessee (or, at Lessee's election, Lessee's general contractor) from Lessor's Contribution for the work performed during the previous month, less a retainage of ten percent (10%) of each progress payment ("**Retainage**"), such that if all conditions set forth in this Exhibit to Lessor's obligation to make a progress payment have been satisfied and (i) the invoice for which Lessee seeks a progress payment states that the Retainage has been deducted from the total amount owed, the progress payment will be for entire amount that is then payable under such invoice, and (ii) the invoice for which Lessee seeks a progress payment does not state that the Retainage has been deducted from the total amount owed, the progress

payment will be for ninety percent (90%) of the invoiced amount. Prior to disbursement of the first progress payment, Lessor shall have received a copy of Lessee's construction contract with the Contractor and Lessee's budget (showing all Improvement Costs) for the Leasehold Improvements. Each progress payment shall be limited to that fraction of the total amount of such payment, the numerator of which is the amount of Lessor's Contribution and the denominator of which is the total contract price (or, if there is no specified or fixed contract price for the Leasehold Improvements, then Lessor's reasonable estimate thereof) for the performance of all of the Leasehold Improvements shown Lessee's Plans as approved by Lessor.

(b) Prior to disbursement of the first progress payment, Lessor shall have approved Lessee's construction contract with the Contractor and Lessee's budget (showing all Improvement Costs) for the Leasehold Improvements, such approvals not to be unreasonably withheld, conditioned or delayed.

(c) If Lessor receives Lessee's request (together with the supporting documentation required hereunder) for a disbursement from Lessor's Contribution on or before the twentieth (20th) day of a month, Lessor will make such disbursement not later than on the last day of the first calendar month following the calendar month during which Lessor received such request. If Lessor receives Lessee's request (together with the supporting documentation required hereunder) for a disbursement from Lessor's Contribution after the twentieth (20th) day of a month, Lessor will make such disbursement not later than on the last day of the second calendar month following the calendar month during which Lessor received such request. Each of Lessee's requisitions for a disbursement from Lessor's Contribution shall be signed by Lessee's Representative, shall set forth the names of each contractor and subcontractor to whom payment is due or for which Lessee seeks reimbursements for payments made by Lessee and the amount thereof, and shall be accompanied by:

(i) with respect to the first requisition, copies of conditional waivers and releases of lien upon progress payment in such form as Lessor reasonably requires from all of Lessee's Contractors and material suppliers covering all work and materials for which the progress payment is being made, and after the first requisition, copies of conditional waivers and releases of lien upon progress payment in such form as Lessor reasonably requires from all of Lessee's Contractors and material suppliers covering all work and materials for which the progress payment is being made, together with copies of

unconditional waivers and releases of lien upon progress payment in such form as Lessor reasonably requires from all of Lessee's Contractors and material suppliers covering all work and materials which were the subject of previous progress payments by Lessor and Lessee;

(ii) Lessee's Architect's written certification that the work for which the requisition is being made has been Substantially Completed in accordance with the Plans and Specifications; and

(iii) such other documents and information as Lessor may reasonably request.

(d) Lessor shall disburse the Retainage upon submission by Lessee to Lessor of Lessee's requisition therefor accompanied by all documentation required above, together with:

(i) Lessee's Architect's written certification of final completion of the Leasehold Improvements in accordance with the Plans and Specifications. In addition, Lessor with the opportunity to inspect the Demised Premises so that Lessor can be reasonably satisfied of the final completion of the Leasehold Improvements in accordance with the Plans and Specifications;

(ii) a copy of all certifications and approvals with respect to the Leasehold Improvements that may be required from any Governmental Authority and/or any board or fire underwriters or similar body for the use and/or reoccupancy of the Demised Premises;

(iii) final waivers and releases of lien in such form as Lessor reasonably requires from all of Lessee's Contractors and material suppliers;

(iv) certificates of insurance evidencing all insurance coverage required under the Lease and this Work Agreement;

(v) a copy of each guaranty, warranty and O&M manual in PDF format applicable to the Leasehold Improvements. At Lessor's request, Lessee shall enforce, at Lessee's expense, all guarantees and warranties made with respect to the Leasehold Improvements; and

(vi) final certified air balance reports for the Demised Premises. Final "as-built" plans in electronic form prepared on the AutoCAD Computer Assisted Drafting and Design System, using naming conventions, as well as a copy thereof in PDF format.

4.4 Special Application of Lessor's Contribution. If any portion of Lessor's Contribution remains after final payment of all Improvement Costs, such remaining portion shall be retained by and belong to Lessor.

4.5 Additional Rent. All amounts payable by Lessee pursuant to this Work Agreement shall be deemed to be additional rent for purposes of the Lease.

4.6 Conditions to Advance. Any provision of the Lease or this Work Agreement to the contrary notwithstanding, Lessor shall have no obligation to make any payment or disbursement from Lessor's Contribution (i) if the Lease is not in full force and effect or there exists any default by Lessee beyond any applicable notice and/or cure period; (ii) for any deposit or off-site prefabrication, whether for Leasehold Improvements, Lessee's Equipment or otherwise; (iii) for any Leasehold Improvements that is not in place at the Demised Premises; or (iv) for any Lessee's Equipment not located at the Demised Premises.

4.7 Failure to Pay Contractors. Any provision of the Lease or this Work Agreement to the contrary notwithstanding, assuming Lessor funds disbursement requests in accordance with the terms of this Work Agreement, if Lessee does not pay any of Lessee's Contractors or material suppliers, Lessor shall have the right, but not the obligation, to promptly pay to such contractor or supplier all sums so due from Lessee, and Lessee agrees the same shall be deemed Additional Rent and shall be paid by Lessee within ten (10) days after Lessor delivers to Lessee an invoice therefor.

4.8 Excess Costs. If Lessor reasonably determines at any time that the Improvement Costs exceed or might exceed the remaining Lessor's Contribution (the "**Excess Cost**"), Lessee shall pay such Excess Cost to Lessor within thirty (30) days after Lessee's receipt of a written

request therefor. Once Lessor has received the Excess Cost payment and the full amount of the Excess Cost held by Lessor has been used to pay Improvement Costs, Lessor shall apply the remaining Lessor's Contribution towards payment of the Improvement Costs.

Annex 1

Requirements for Preliminary Space Plan

Floor plans showing partition arrangement including the following information:

- a. space plan showing the general layout of offices, open plan areas and special tenant areas;
- b. typical individual work station layouts;
- c. show door locations and door swings in partitions;
- d. identify general location and size of interconnecting stairs;

- e. indicate preliminary furniture layout for typical offices and work stations, conference rooms, employee lounge, reception area, training room and print room;
 - f. indicate locations for coffee rooms and shower rooms; and
 - g. preliminary locations for built-in millwork.
-

Annex 2

Requirements for Final Space Plan and Design Development Review

Floor plans, together with related information for mechanical, electrical and plumbing design work, showing partition arrangement (3 sets), including without limitation the following information:

- a. identify the location of conference rooms and density of occupancy;
 - b. indicate the density of occupancy for all rooms, except individual use rooms such as offices;
 - c. identify the location of any food service areas or vending equipment rooms;
 - d. identify areas, if any, requiring 24 hour air conditioning;
 - e. indicate those partitions that are to extend from floor to underside of structural slab above or require special acoustical treatment;
 - f. identify the location of rooms for telephone equipment other than Building core telephone closet, identify type of equipment for these rooms;
 - g. identify the locations and types of plumbing required for toilets (other than core facilities), sinks, drinking fountains, etc.;
 - h. indicate light switches in offices, conference rooms and all other rooms in the Demised Premises;
 - i. indicate the layouts for specially installed equipment, including computer and duplicating equipment, the size and capacity of mechanical and electrical services required and heat rejection of the equipment;
 - j. indicate the location of: (A) electrical receptacles one hundred twenty (120) volts, including receptacles for wall clocks, and telephone outlets and their respective locations (wall or floor), (B) electrical receptacles for use in the operation of Lessee's business equipment which requires 208 volts or separate electrical circuits, (C) electronic calculating and CRT systems, etc., and (D) special audio-visual requirements;
 - k. indicate proposed layout and location of any of special equipment (e.g., fire suppression equipment for computer room);
 - l. indicate the swing of each door;
-
- m. indicate any special file systems to be installed which would require special construction; and
 - n. lighting layouts for each floor.
-

Annex 3

Requirements for Plans and Specifications

Final architectural detail and working drawings, finish schedules and related plans in PDF format including without limitation the following information and/or meeting the following conditions:

- a. specifications of all materials, colors and suppliers/manufacturers of wallcoverings, floor coverings, ceiling systems, window coverings and other finishes; all millwork shall be fully detailed to the appropriate level for pricing and construction; all specialty items shall be identified as particular products; and paintings and decorative treatment required to complete all construction;
- b. complete, finished, detailed mechanical, electrical, plumbing and structural plans and specifications for the Leasehold Improvements, including but not limited to the fire and life safety systems and all work necessary to connect any special or non-standard facilities to the Building's base mechanical systems; and
- c. all final floor plans must be drawn to a scale of one-eighth (1/8) inch to one (1) foot except for larger scaled detailed drawings. Any architect or designer acting for or on behalf of Lessee shall be deemed to be Lessee's agent in all respects with respect to the design and construction of the Demised Premises.

Annex 4

Construction Rules and Regulations

1. Lessee and/or the general contractor will supply Lessor with a copy of all permits prior to the start of any work.
 2. Lessee and/or the general contractor will post the building permit, as required by applicable regulations, within the Demised Premises while work is being performed.
 3. The Lessee shall provide, in writing, prior to commencement of the work, the names and emergency numbers of all subcontractors, the general contractor superintendent, general contractor's project manager and the Project Manager.
 4. No construction is to be started until the drawings required under the Work Agreement have been submitted and approved in writing by Lessor.
 5. Lessor is to be contacted by Lessee when work is completed for final inspection. All damage to building will be determined at that time unless determined earlier.
 6. Any work that is to be performed in other than Lessee's Demised Premises must be reviewed and scheduled in advance with the Lessor.
 7. Lessor will be notified of all work schedules of all workmen on the job and will be notified, in writing, in advance, of names of those who may be working in the building after "normal" business hours.
 8. Construction personnel must carry proper identification at all times.
 9. All workers to be appropriately dressed for their work responsibility.
 10. Lessor must approve all roof top equipment and placement. All penetrations must be cut and flashed by the roof warranty holder of the existing roof system.
 11. Lessor shall designate contractor-parking areas (if any).
 12. Contractor must notify Lessor two days prior to an independent air balancing service by a certified air balance company. Lessor's building engineer will accompany the contractor during their work. Lessor must receive a copy of the final approved balance report.
 13. Before Lessor makes final payment, five sets of as-built and all O&M manuals as well as a CADD disc must be submitted to Lessor.
 14. The general contractor and Lessee shall be responsible for all loss of their materials and tools and shall hold Lessor harmless for such loss and from any damages or claims resulting from the work.
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15. The general contractor shall maintain insurance coverage throughout the job of a type(s), in amounts and issued by an insurance company, reasonably satisfactory to Lessor and licensed to write the type of coverage so required in the jurisdiction in which the Building is located. Prior to the commencement of work, a Certificate of Insurance must be submitted with the limits of coverage per the limits noted in the Lease with such parties being named as additional insureds as Lessor requires from time to time.
 16. All key access, fire alarm work, or interruption of security hours must be arranged with the Lessor.
 17. Proper supervision shall be maintained at the job site at all times and Lessee's workmen, mechanics and contractors must not unreasonably interfere with the Buildings operations or Lessor. Lessee's workmen, mechanics and contractors shall use good faith efforts to work in harmony with and shall not unreasonably interfere with any labor employed by the property manager or any other Lessee, or their workmen, mechanics and contractors.
 18. Lessor is to be notified in advance of all ties into Base Building Systems, welding, or any work affecting the base building or other tenant spaces unless agreed to otherwise, all tie-ins to base building fire alarm systems are performed by Lessor, designated contractor and cost borne by Lessee.
 19. The following work, of which Lessor is to be notified in advance, must be done on overtime and not during normal business hours once any portion of the building is occupied (by tenants other than the property management office):
 - Demolition which per building manager's judgment may cause disruption to other tenants.
 - Oil base painting (on multi-tenant floors)
 - Gluing of carpeting (on multi-tenant floors)
 - Shooting of studs for mechanical fastenings
 - Testing of life safety system, sprinkler tie-ins.
 - Work performed in occupied spaces.
 - Welding, brazing, soldering and burning with proper fire protection and ventilation.

· Other activities that, in building manager's judgment, may disturb other tenants.

20. All building shutdowns — electrical, plumbing, HVAC equipment, fire and life-safety must be coordinated with Lessor in advance. Lessor's and Factory Mutual procedures for hot work, fire alarm and sprinkler shutdowns must be followed. Lessor's on-site engineer will detail the requirements summarized below:
-
- Smoke detectors must be bagged or cleaned daily and placed back in service at the end of each day.
 - Call outs for fire alarm and sprinkler systems must be made with and only with Lessor's personnel and with the attached forms. All systems must be put back into service at the end of each work day and working correctly.
 - Hot work, i.e., torch burning/cutting and welding must be permitted through Lessor's personnel and contractor must use Lessor's form.
 - When welding, contractor shall provide a fused disconnect switch for connection to building power supply and a Fire Watch.
 - Forms are to be provided at kickoff meeting.
21. Fire extinguishers supplied by the general contractor must be on the job-site at all times during demolition and construction
22. No building materials are to enter the building by way of main lobby, and no materials are to be stored in any lobbies or fire stairs at any time.
23. Contractors or personnel will use loading dock area for all deliveries and will not use loading dock for vehicle parking.
24. Passenger elevators shall not be used for moving building materials and shall not be used for construction personnel except in the event of an emergency. The designated freight elevator and one or more protected passenger elevators are the only elevators to be used for moving materials and construction personnel. These elevators may be used only when they are completely protected as reasonably determined by Lessor's building engineer.
25. Protection of hallway carpets, wall coverings, and elevators from damage with masonite board, carpet, cardboard, or pads is required. They may be removed from time to time as reasonably requested by the Lessor.
26. Public spaces, corridors, elevators, bathrooms, lobby, etc. must be cleaned after use. Construction debris or materials found in public areas will be removed at Lessee's cost.
27. Contractors will remove their trash and debris daily or as often as necessary to maintain cleanliness in the building. Building trash containers are not to be used for construction debris. Lessor reserves the right to bill Lessee for any cost incurred to clean up debris left by the general contractor or any subcontractor (other than Contractor).
28. All construction materials or debris must be stored within the project confines or in an approved lock-up.
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29. Contractors will be responsible for daily removal of waste foods, milk and soft drink containers, etc. to trash room and will not use any building trash receptacles but trash receptacles supplied by them.
30. Construction personnel are not to eat in the lobby or in front of building nor are they to congregate in the lobby or in front of building.
31. There will be no smoking, eating, or open food containers in the elevators, carpeted areas or public lobbies.
32. There will be no alcohol or controlled substances allowed or tolerated.
33. There will be no yelling or boisterous activities.
34. Radios shall not be played on job site, except that radios shall be permitted until the first tenant occupies any portion of the Building. In any event, radio volume shall be kept to a reasonable level as reasonably determined by Lessor.
35. Lessor shall grant access to the base building electrical, telephone and mechanical rooms.
36. No utilities (electricity, water, gas, plumbing) or services to the tenants are to be cut off or interrupted without first having requested, in writing, and secured, in writing, the permission of Lessor (which shall not be unreasonably withheld, conditioned or delayed).
37. No electrical services are to be put on the emergency circuit, without specific written approval from Lessor (which shall not be unreasonably withheld, conditioned or delayed).
38. When utility meters are installed, the general contractor must provide the property manager with a copy of the operating instructions for that particular meter.
39. All public areas such as elevator lobbies, corridors, toilets and service halls shall be protected with masonite and other such materials to the satisfaction of the building manager/representative or representative.

40. Trash and debris resulting from the work shall be confined to either the interior of the space under construction or an on-site dumpster. If it is a dumpster, then such debris shall be kept within the confines of the dumpster. The general contractor shall coordinate the location of the dumpster with the landlord and plywood shall be used to protect the surface from damage.
 41. Contractor is responsible to keep the construction area safe and in a workmanlike manner. Machinery noise shall not interfere with the peaceful enjoyment of any tenant or their invitees to the building. No smoking in the building will be allowed at any time.
 42. Clear access to be provided at all times to stairwells, mechanical/electrical equipment and rooms, elevators, fire hoses, valves, fire dampers and maintenance sensitive equipment.
-
43. Adequate lighting is to be provided in construction areas to achieve a safe working environment.
 44. A Lessee valve tag chart shall be submitted to the Lessor.
 45. All piping and wiring systems shall be adequately supported from building structure.
 46. The cleaning of condenser water pipes shall be done in the presence of the Lessor's representative with the chemical used per the building's chemical treatment company's recommendation.
 47. All mechanical and electrical equipment shall have permanent identification labels affixed.
 48. Kitchen exhaust access doors must be clearly identified and accessible for periodic inspection as required by law.
 49. All telecommunication cabling in common areas, mechanical equipment rooms, etc. shall be installed in an enclosed raceway and shall be identified.
 50. All air handlers, CAV boxes and VAV boxes need pre-filters (construction filters) installed over filter bank and may require periodic changes during the construction period until each floor is complete at which time a change out of filters is required. All units will be required to be cleaned thoroughly if the system is contaminated and this procedure is not maintained.
 51. All mechanical, telephone, electrical and pump room floors within the Demised Premises, must be painted at the end of the job. Damaged, stained or new walls and pipe, etc. must be painted to match existing pipes and new pipes must match Lessor's standard colors.
 52. If Lessee uses any elevator(s) during the performance of the Leasehold Improvements, after all tenant construction is complete, the mechanical equipment within the elevator shaft needs to be cleaned by the elevator service provider at tenant contractor's expense. This includes rails, pits and tops of cabs, but does not include the walls of the shaft.
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SUBSIDIARIES OF CRA INTERNATIONAL, INC

<u>Name of Organization</u>	<u>Jurisdiction</u>
CRA Security Corporation	Massachusetts
CRA International Limited	Canada
CRA International (UK) Limited	United Kingdom
CRA International (Netherlands) BV	Netherlands
Lee & Allen Consulting Limited	United Kingdom
CRA International (Germany) GmbH	Germany
CRA International (Saudi Arabia) LLC	Saudi Arabia
CRA International Holdings LLC	Delaware
Economics of Competition and Litigation Limited	United Kingdom
NeuCo, Inc.	Delaware
CRA International (Hong Kong) LLC	Delaware

QuickLinks

[Exhibit 21.1](#)

[SUBSIDIARIES OF CRA INTERNATIONAL, INC](#)

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

- (1) Registration Statement (Form S-3 Nos. 333-142064, 333-118691, 333-123903) of CRA International, Inc.,
- (2) Registration Statement (Form S-8 Nos. 333-184916, 333-133450, 333-63451, 333-62910, 333-97163, 333-63453, 333-120539, 333-170142 and 333-164621) pertaining to the Employees' Benefits Plan of CRA International, Inc.;

of our reports dated March 4, 2016, with respect to the consolidated financial statements of CRA International, Inc., and the effectiveness of internal control over financial reporting of CRA International, Inc., included in this Annual Report (Form 10-K) for the year ended January 2, 2016.

/s/ Ernst & Young LLP

Boston, Massachusetts
March 4, 2016

QuickLinks

[Exhibit 23.1](#)

[Consent of Independent Registered Public Accounting Firm](#)

Consent of Independent Registered Public Accounting Firm

The Board of Directors
CRA International, Inc.:

We consent to the incorporation by reference in the Registration Statements Nos. 333-142064, 333-118691 and 333-123903 on Form S-3 and Nos. 333-184916, 333-133450, 333-63451, 333-62910, 333-97163, 333-63453, 333-120539, 333-170142, and 333-164621 on Form S-8 of CRA International, Inc. of our report dated March 13, 2014, with respect to the consolidated balance sheet of CRA International, Inc. and subsidiaries as of December 28, 2013, and the related consolidated statements of operations, comprehensive income (loss), cash flows, and shareholders' equity for the fiscal year ended December 28, 2013, which report appears in the January 2, 2016 annual report on Form 10-K of CRA International, Inc.

/s/ KPMG LLP

Boston, Massachusetts
March 4, 2016

QuickLinks

[Exhibit 23.2](#)

[Consent of Independent Registered Public Accounting Firm](#)

CERTIFICATION

I, Paul A. Maleh, certify that:

1. I have reviewed this annual report on Form 10-K of CRA International, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to affect adversely the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 4, 2016

By: /s/ PAUL A. MALEH

Paul A. Maleh
President and Chief Executive Officer

QuickLinks

[Exhibit 31.1](#)

[CERTIFICATION](#)

CERTIFICATION

I, Chad M. Holmes, certify that:

1. I have reviewed this annual report on Form 10-K of CRA International, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to affect adversely the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 4, 2016

By: /s/ CHAD M. HOLMES

Chad M. Holmes
Chief Financial Officer, Executive Vice
President, and Treasurer

QuickLinks

[Exhibit 31.2](#)

[CERTIFICATION](#)

**CERTIFICATION PURSUANT TO
18 U.S.C. §1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report on Form 10-K of CRA International, Inc. (the "Company") for the fiscal year ended January 2, 2016, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned President and Chief Executive Officer and Executive Vice President, Treasurer, and Chief Financial Officer of the Company, certifies, to the best knowledge and belief of the signatory, pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ PAUL A. MALEH

/s/ CHAD M. HOLMES

Paul A. Maleh
President and Chief Executive Officer
Date: March 4, 2016

Chad M. Holmes
Chief Financial Officer, Executive Vice President,
and Treasurer
Date: March 4, 2016

QuickLinks

[Exhibit 32.1](#)

[CERTIFICATION PURSUANT TO 18 U.S.C. §1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002](#)