

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA**

IN RE: MICHAEL BAKER CORP.
SECURITIES LITIGATION

2:08-cv-00370-JFC

PROOF OF CLAIM AND RELEASE

DEADLINE FOR SUBMISSION: SEPTEMBER 11, 2009

GENERAL INSTRUCTIONS

1. It is important that you completely read and understand the Notice of Pendency of Class Action and Proposed Settlement, Settlement Fairness Hearing, and Motion for Attorney Fees and Reimbursement of Litigation Expenses (the "Notice") that accompanies this Proof of Claim and Release, and the Plan of Allocation of the Net Settlement Fund included therein (the "Plan of Allocation"). The Notice and Plan of Allocation describe the proposed Settlement that will resolve this Action, how the Class Members are affected by the Settlement, and the manner in which the Settlement Fund will be distributed, if the Settlement and the Plan of Allocation are approved by the Court. The Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Proof of Claim and Release. By signing and submitting the Proof of Claim and Release, you will be certifying that you have read and that you understand the Notice.

2. IN ORDER TO BE ELIGIBLE TO PARTICIPATE IN THE SETTLEMENT, YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE, BY FIRST-CLASS MAIL, IN AN ENVELOPE POSTMARKED NO LATER THAN SEPTEMBER 11, 2009 TO THE FOLLOWING ADDRESS:

In re Michael Baker Corp. Securities Litigation
c/o Heffler, Radetich & Saitta LLP
P.O. Box 70
Philadelphia, Pennsylvania 19105-0070

3. This Proof of Claim and Release is directed to all persons and entities who purchased or otherwise acquired the publicly traded common stock of Michael Baker Corporation ("MBC" or the "Company") from March 19, 2007 through and including February 22, 2008 (the "Class Period"), and who, based on conduct asserted in the Action, were damaged thereby. Excluded from the Settlement Class are: MBC and the Individual Defendants, any entity in which any of the foregoing have or had a controlling interest, the legal representatives, heirs, successors, or assigns of any of them, and all officers and directors of MBC. Also excluded from the Settlement Class are any putative Class Members who exclude themselves by filing a request for exclusion in accordance with the requirements set forth in the Notice.

4. IF YOU ARE NOT A CLASS MEMBER, OR IF YOU, OR SOMEONE ACTING ON YOUR BEHALF, FILES A REQUEST FOR EXCLUSION FROM THE CLASS, DO NOT SUBMIT A PROOF OF CLAIM AND RELEASE. YOU MAY NOT, DIRECTLY OR INDIRECTLY, PARTICIPATE IN THE SETTLEMENT IF YOU ARE NOT A CLASS MEMBER. THUS, IF YOU FILE A REQUEST FOR EXCLUSION IN A TIMELY MANNER, ANY PROOF OF CLAIM AND RELEASE THAT YOU SUBMIT, OR THAT MAY BE SUBMITTED ON YOUR BEHALF, WILL NOT BE ACCEPTED.

5. To recover as a Class Member, you must complete and sign this Proof of Claim and Release and mail it to the Claims Administrator on or before September 11, 2009. If you are a Class Member, your failure to submit your claim in a timely manner may subject your claim to rejection and preclude you from receiving any money in connection with the Settlement. Do not mail or deliver your claim to the Court or to any of the parties or their counsel as any such claim will be deemed not to have been submitted. Submit your claim only to the Claims Administrator.

6. Submission of this Proof of Claim and Release does not ensure that you will share in the Net Settlement Fund. Distributions from the Net Settlement Fund are governed by the Plan of Allocation approved by the Court. The proposed Plan of Allocation, which is subject to the Court's approval, is included in the Notice.

7. If you have questions concerning the Proof of Claim and Release, or need additional copies of the Proof of Claim and Release or of the Notice, you may contact the Claims Administrator, Heffler, Radetich & Saitta LLP, at the above address or by its toll-free phone number at 1-800-335-2852, or you can e-mail your inquiries through or download the documents from the Claims Administrator's website, www.hrsclaimsadministration.com.

8. If you are a Class Member and you do not, or someone acting on your behalf does not, submit a timely request for exclusion from the Class and if the Court approves the Settlement, you will be bound by the terms of any judgment that the Court enters in connection with the Action. You will be bound by the judgment whether or not you submit a Proof of Claim and Release. Each judgment enjoins the filing or continued prosecution of the Released Claims. Each judgment also releases the Released Claims against the Released Persons, including those that are subject to pending lawsuits or arbitrations.

9. You are required to submit genuine and sufficient documentation for all of your transactions in MBC publicly traded common stock during the Class Period from March 19, 2007 through and including February 22, 2008. Documentation may be photocopies of stockbrokers' confirmation slips or stockbrokers' monthly statements (reflecting your opening and closing balances for the months specified on the actual claim form, and in which transactions during the Class Period occurred). IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OR EQUIVALENT CONTEMPORANEOUS DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN THE REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL STOCK CERTIFICATES.

10. All joint purchasers must each sign this Proof of Claim and Release.

11. If you are acting in a representative capacity on behalf of a Class Member (*e.g.*, as an executor, administrator, guardian, trustee, or other representative), you must complete and sign the Proof of Claim and Release on the Class Member's behalf and submit evidence of your current authority to act on behalf of that Class Member. Such evidence would include, for example, letters of testamentary, letters of administration, or a copy of the trust documents.

12. By submitting a signed Proof of Claim and Release, you will be swearing that you:

- (a) own(ed) the MBC securities you have listed in the Proof of Claim and Release; or
- (b) are expressly authorized to act on behalf of the owner thereof.

13. By submitting a signed Proof of Claim and Release, you will be swearing to the truth of the statements contained therein and the genuineness of the documents attached thereto, subject to penalties of perjury under the laws of the United States of America. The making of false statements, or the submission of forged or fraudulent documentation, will result in the rejection of your claim and may subject you to civil liability or criminal prosecution.

PROOF OF CLAIM

In re Michael Baker Corp. Securities Litigation

Please print clearly in black ink only. Do not use labels.

PART I: CLAIMANT INFORMATION

Last Name(s) of Beneficial Owner(s): First Name(s) of Beneficial Owner(s): M.I.

Last Name(s) of Joint Owner(s) (if any): First Name(s) of Joint Owner(s) (if any): M.I.

Entity Name (if the Beneficial Owner is an Entity):

Name of Person Representing Entity (if applicable):

If you are a bank or other institution filing on behalf of a third-party, and an account number is needed to identify the claimant for your records, indicate account number here:

Address:

City: State: U.S. Zip Code:

Foreign Province/Postal Code if applicable: Foreign Country (if applicable):

Beneficial Owner's Social Security Number: OR Taxpayer Identification Number:

Check appropriate box (check only one): Individual: Corporation: UGMA Custodian: IRA: Partnership: Estate: Trust:

Other (specify)

Area Code Telephone Number (Work) Area Code Telephone Number (Home) Area Code Fax Number

E-Mail Address:

Record Owner's Name (if different from beneficial owner listed above):

Check one: I was /was not a Market Maker or Specialist in MBC securities during the Class Period.

NOTE: Separate Proofs of Claim should be submitted for each separate legal entity (e.g., a claim from Joint Owners should not include separate transactions of just one of the Joint Owners; an Individual should not combine his or her IRA transactions with transactions made solely in the Individual's name).



PART II: OPENING POSITION

A. Indicate the number of shares of MBC common stock owned at the close of business on March 18, 2007, the day before the first day of the Class Period. If none, write "zero" or "0." If other than zero, be sure to attach the required documentation.

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PART III: PURCHASES/ACQUISITIONS

B. List all purchases and/or acquisitions of MBC common stock during the period March 19, 2007 through and including February 22, 2008. (NOTE: If you acquired your MBC common stock during this period other than by an open market purchase, please provide a complete description of the terms of the acquisition on a separate page.) Be sure to attach the required documentation.

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Date(s) of Purchase(s)/ Acquisition(s) (List Chronologically) (Month / Day / Year)			Number of Shares Purchased/Acquired	Purchase/Acquisition Price Per Share (in U.S. Dollars)	Total Purchase/ Acquisition Price (excluding commissions, taxes, and other fees)	IMPORTANT Check here if purchase used to cover a "short sale"	Check here if documentation is enclosed
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		

Total number of shares of MBC common stock purchased during the period March 19, 2007 through and including February 22, 2008:

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IF YOU NEED ADDITIONAL SPACE TO LIST YOUR PURCHASES AND ACQUISITIONS, PLEASE PHOTOCOPY THIS PAGE, PRINT YOUR NAME AND TAXPAYER IDENTIFICATION NUMBER IN THE TOP RIGHT-HAND CORNER AND CHECK THE BOX BELOW:

I HAVE ATTACHED ADDITIONAL PAGES OF PURCHASES.



RELEASE OF CLAIMS

Definitions

For the purpose of this Proof of Claim and Release, defined terms have the following meanings. (Other defined terms have the meanings given to them in the Stipulation and Agreement of Settlement dated April 1, 2009 (the “Stipulation”).)

“Effective Date” means the first business day after the date the Order and Final Judgment becomes final such that: (i) the time for appeal or appellate review of the order or judgment has expired; or (ii) if there has been an appeal, (a) such appeal has been decided without causing a material change in the order or judgment or (b) the order or judgment has been upheld on appeal and is no longer subject to appellate review by further appeal or writ of certiorari.

“Individual Defendants” means Richard L. Shaw, William P. Mooney, and Craig O. Stuver.

“Order and Final Judgment” means the Order entered by the Court, if and upon approval of the Settlement, dismissing the Action with prejudice and without costs (except to the extent awarded by the Court) to any Released Person, certifying the Settlement Class for settlement purposes, releasing all Released Claims as against the Released Persons, and enjoining Class Members from instituting, continuing, or prosecuting any action asserting any Released Claims against any Released Person.

“Released Claims” means any and all manner of actions, causes of actions, suits, obligations, claims, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys’ fees whatsoever, whether in law or in equity and whether based on any federal law, state law, common law or foreign law, local law, statutory law or any other law, rule or regulation, right of action or of any other type or form, foreseen or unforeseen, actual or potential, matured or unmatured, known or unknown, accrued or not accrued, liquidated or unliquidated, fixed or contingent, whether class or individual in nature which Lead Plaintiffs and each Class Member, or any of them, ever had, now have, or can have, or shall or may hereafter have, either individually, or as a member of a class, against any and all Released Persons for, based on, by reason of, or arising from or relating to the conduct alleged in the Action, including but not limited to: (i) claims that could have been asserted in any forum that directly or indirectly arise out of any of the facts, transactions, events, occurrences, acts or omissions mentioned or referred to in the Consolidated Complaint or other matters that are or could have been set forth, alleged, embraced or otherwise referred to in the Consolidated Complaint or that could have been brought against Defendants relating to a Class Member’s purchase or other acquisition of MBC common stock during the Class Period, including all matters encompassed within the releases and covenants not to sue set forth in the Stipulation, and (ii) claims arising out of the prosecution or defense of the Action, or either of them, including, but not limited to, claims for fraud in the inducement, negligent misrepresentation, or fraud; except that nothing in Stipulation releases any claim arising out of a violation or breach of the terms of the Stipulation.

“Released Persons” means any and all of the Defendants, and with respect to each of the Defendants, their past and present directors, officers, employees, partners, principals, agents, underwriters, issuers, insurers, co-insurers, reinsurers, shareholders, attorneys, accountants, auditors, banks and investment bankers, advisors, agents, personal and legal representatives, predecessors, successors, indemnitors, indemnitees, parents, subsidiaries, divisions, joint ventures, assigns, segments, consultants, spouses, heirs, estates, related and affiliated entities, any entity in which any of them has a controlling interest, any members of the immediate families of any Individual Defendants, any trust of which any of the Defendants is the settlor or that is for the benefit of any of the Individual Defendants and/or member(s) of any Individual Defendant’s families, and anyone claiming by, through or under any of the foregoing, whether by statute, rule, contract or otherwise.

“Settled Defendants’ Claims” means any and all claims, rights or causes of action or liabilities whatsoever, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, including both known claims and unknown claims, that have been or could have been asserted in the Action or any forum by the Defendants or any of them, or the successors and assigns of any of them, against the Lead Plaintiffs, any Class Members, or their attorneys, including Co-Lead Counsel, that arise out of or relate in any way to the institution, prosecution, or settlement of the Action.

The Release

I (we) understand and acknowledge that without further action by anyone, on and after the Effective Date:

(i) Each member of the Settlement Class, on behalf of himself, herself, or itself, and (a) all of the heirs, executors, administrators, beneficiaries, spouses, predecessors, successors, assigns and each of them, and any persons they represent, and (b) all of their former and present employees, directors, officers, accountants, agents, attorneys, representatives, affiliates, parents and subsidiaries, in their capacity as such, by operation of the Order and Final Judgment shall have, and shall be deemed to have, fully, finally, and forever released, remised, relinquished and discharged all Released Claims against all Released Persons and each of them. Distribution of the Settlement Fund to Class Members shall be conditioned on each Class Members’ execution and delivery of this release of the Released Claims to the Claims Administrator.

(ii) Each member of the Settlement Class acknowledges that he, she, or it may have sustained Released Claims that are presently unknown and not suspected and that such Released Claims may give rise to additional damages, expenses, and losses in the future that are not now anticipated. Each Settlement Class member also acknowledges that this Settlement and the releases in it have been negotiated and agreed on in light of this realization and, being fully advised, expressly waives any and all rights that it, he, or she may have under statute, common law principle, or in equity that would limit the effect of the foregoing releases to those claims actually known or suspected to exist at the time of the execution of the Stipulation. Lead Plaintiffs and Settlement Class members expressly waive any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of unknown claims, including without limitation Section 1542 of the California Civil Code (and all similar statutes), which provides: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.” Lead Plaintiffs and the Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Lead Plaintiffs shall expressly waive, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Order and Final Judgment, shall have fully, finally and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiffs and Defendants acknowledge, and Class Members by operation of law shall be deemed by operation of the Order and Final Judgment to have acknowledged, that inclusion of these unknown claims in this release was separately bargained for and was a key element of the Settlement.

(iii) Each member of the Settlement Class on behalf of himself, herself, or itself and (a) all of the heirs, executors, administrators, beneficiaries, spouses, predecessors, successors, assigns and each of them, and any persons they represent, and (b) all of their former and present employees, directors, officers, accountants, agents, attorneys, representatives, affiliates, parents and subsidiaries, in their capacity as such, by operation of the Order and Final Judgment shall have, and shall be deemed to have, covenanted not to sue any of the Released Persons with respect to, or otherwise to assert, directly or indirectly, any of the Released Claims against any of the Released Persons, or otherwise to assist others in doing so, and agree to be forever barred and enjoined from doing so, in any court of law or equity, or in any other forum.

SIGNATURE AND CERTIFICATION

By signing and submitting this Proof of Claim and Release, the Claimant or the person who represents the Claimant certifies, as follows:

1. That the Claimant is a Class Member, as defined in the Notice;
2. That I (we) have read and understand the contents of the Notice and the Proof of Claim and Release;
3. That I (we) are not acting for any of the Defendants, nor am I (are we) such a Defendant or otherwise excluded from the Settlement Class;
4. That I (we) have not filed a request for exclusion from the Settlement Class and that I (we) do not know of any request for exclusion from the Settlement Class filed on my (our) behalf with respect to my (our) transactions in MBC securities;
5. That I (we) own(ed) the MBC securities identified in the Proof of Claim and Release, or that, in signing and submitting this Proof of Claim and Release, I (we) have the authority to act on behalf of the owner(s) thereof;
6. That the Claimant may be entitled to a distribution from the Net Settlement Fund;
7. That the Claimant desires to participate in the Settlement and agrees to the terms and conditions thereof;
8. That I (we) submit to the jurisdiction of the United States District Court for the Western District of Pennsylvania for purposes of investigation and discovery under the Federal Rules of Civil Procedure with respect to this Proof of Claim and Release;
9. That I (we) agree to furnish such additional information with respect to this Proof of Claim and Release as the parties or the Court may require;
10. That I (we) waive trial by jury, to the extent it exists, and agree to the Court's summary disposition of the determination of the validity or amount of the claim made by this Proof of Claim and Release; and

In re Michael Baker Corp. Securities Litigation
c/o Heffler, Radetich & Saitta LLP
P.O. Box 70
Philadelphia, Pennsylvania 19105-0070

FIRST CLASS MAIL

PLEASE FORWARD—IMPORTANT LEGAL NOTICE

Reminder Checklist:

1. Please complete and sign the release and certification on page 19.
2. Remember to attach copies of supporting documentation.
3. Do not send originals of stock certificates or other documents.
4. Keep a copy of your claim form for your records, including any attachments or supporting documents.
5. If you desire an acknowledgement of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send us your new address.