

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): **December 1, 2008**

AECOM TECHNOLOGY CORPORATION

(Exact name of Registrant as specified in its charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

1-33447
(Commission
File Number)

61-1088522
(I.R.S. Employer
Identification No.)

**555 South Flower Street, Suite 3700
Los Angeles, California 90071**
(Address of Principal Executive Offices, including Zip Code)

Registrant's telephone number, including area code **(213) 593-8000**

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers; Compensatory Arrangements of Certain Officers.

The Compensation/Organization Committee of the Board of Directors of AECOM Technology Corporation ("AECOM") has approved forms of stock option, restricted stock unit and performance earnings program standard terms and conditions to be used in connection with awards made under the AECOM Technology Corporation 2006 Stock Incentive Plan ("2006 Plan"). The stock option, restricted stock unit and performance earnings program standard terms and conditions are expected to be used in connection with all stock option, restricted stock unit and performance earnings unit grants awarded under the 2006 Plan to executive officers. The December 1, 2008 grants of stock options and restricted stock units to executive officers John M. Dionisio, Richard G. Newman, James R. Royer and Michael S. Burke were previously reported on Forms 4 filed with the Securities and Exchange Commission on December 3, 2008. The foregoing description of the forms of stock option, restricted stock unit and performance earnings program standard terms and conditions is qualified in its entirety by reference to the copies of such forms attached hereto as Exhibits 10.1, 10.2 and 10.3, respectively, and are hereby incorporated by reference in this Item 5.02.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

- 10.1 Form of Stock Option Standard Terms and Conditions under 2006 Stock Incentive Plan.
- 10.2 Form of Restricted Stock Unit Standard Terms and Conditions under 2006 Stock Incentive Plan.
- 10.3 Form of Performance Earnings Program Standard Terms and Conditions under 2006 Stock Incentive Plan.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereto duly authorized.

AECOM TECHNOLOGY CORPORATION

Dated: December 5, 2008

By: /s/ DAVID Y. GAN

David Y. Gan

Vice President, Assistant General Counsel

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EXHIBIT INDEX

Exhibit

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|------|---|
| 10.1 | Form of Stock Option Standard Terms and Conditions under 2006 Stock Incentive Plan. |
| 10.2 | Form of Restricted Stock Unit Standard Terms and Conditions under 2006 Stock Incentive Plan. |
| 10.3 | Form of Performance Earnings Program Standard Terms and Conditions under 2006 Stock Incentive Plan. |

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**AECOM TECHNOLOGY CORPORATION
STANDARD TERMS AND CONDITIONS FOR
NON-QUALIFIED STOCK OPTIONS**

These Standard Terms and Conditions apply to any Options granted on or after August 28, 2008 under the AECOM Technology Corporation 2006 Stock Incentive Plan which are evidenced by a Term Sheet or an action of the Administrator that specifically refers to these Standard Terms and Conditions.

1. TERMS OF OPTION

AECOM Technology Corporation, a Delaware corporation (the "Company"), has granted to the Optionee named in the Term Sheet provided to said Optionee herewith (the "Term Sheet") a non-qualified stock option (the "Option") to purchase up to the number of shares of the Company's Common Stock, \$0.01 par value per share (the "Common Stock"), set forth in Term Sheet, at the purchase price per share and upon the other terms and subject to the conditions set forth in the Term Sheet, these Standard Terms and Conditions (as amended from time to time), and the Plan specified in the Term Sheet (the "Plan"). For purposes of these Standard Terms and Conditions and the Term Sheet, any reference to the Company shall include a reference to any Subsidiary, as such term is defined in the Plan.

2. NON-QUALIFIED STOCK OPTION

The Option is not intended to be an incentive stock Option under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code") and will be interpreted accordingly.

3. EXERCISE OF OPTION

The Option shall not be exercisable as of the Grant Date set forth in the Term Sheet. After the Grant Date, to the extent not previously exercised, and subject to termination or acceleration as provided in these Standard Terms and Conditions and the Plan, the Option shall be exercisable to the extent it becomes vested, as described in the Term Sheet, to purchase up to that number of shares of Common Stock as set forth in the Term Sheet provided that (except as set forth in Section 4) Optionee remains employed with the Company and does not experience a termination of employment. The vesting period and/or exercisability of the Option shall be adjusted by the Administrator to reflect the effects of any period during which the Optionee is on an approved leave of absence or is employed on a less than full time basis, provided that no such adjustment may be made which would result in an accounting charge to the Company.

To exercise the Option (or any part thereof), Optionee shall deliver a "Notice of Exercise" to the Company specifying the number of whole shares of Common Stock Optionee wishes to purchase and how Optionee's shares of Common Stock should be registered (in Optionee's name only or in Optionee's and Optionee's spouse's names as community property, as joint tenants with right of survivorship, or such other form of

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personal ownership allowed by the Company in the Optionee's locality or state of residence).

The exercise price (the "Exercise Price") of the Option is set forth in the Term Sheet. The Company shall not be obligated to issue any shares of Common Stock until Optionee shall have paid the total Exercise Price for that number of shares of Common Stock. The Exercise Price may be paid in cash or by certified or cashiers' check. In addition, the Administrator may permit the Exercise Price to be paid:

- A. Broker Assisted: By payment under an arrangement with a broker where payment is made pursuant to an irrevocable commitment by a broker to deliver in the future all or part of the proceeds from the sale of the Option shares to the Company.
- B. Share Tender: By tendering (either physically or by attestation) shares of Common Stock owned by the Optionee and having a fair market value on the date of exercise equal to the Exercise Price but only if such tender will not result in an accounting charge to the Company.
- C. Cashless: By the Company withholding from the shares of Common Stock otherwise issuable to the Optionee upon the exercise of the Option (or portion thereof) the whole number of shares (rounded down) having a fair market value on the date of exercise sufficient to satisfy the Exercise Price. If the withheld shares are not sufficient to pay the Exercise Price, the Optionee shall pay to the Company on the date of exercise any amount of the Exercise Price that is not satisfied by the withholding of shares of Common Stock described above and if the withheld shares are more than sufficient to satisfy the Exercise Price the Company shall make such arrangement as it determines appropriate to credit such amount for the Optionee's benefit.
- D. Combination: By any combination of the foregoing or in such other form(s) of consideration as the Administrator (as defined in the Plan) in its discretion shall specify.

Fractional shares may not be exercised. Shares of Common Stock will be issued as soon as practical after exercise. Notwithstanding the above, the Company shall not be obligated to deliver any shares of Common Stock during any period when the Company determines that the exercisability of the Option or the delivery of shares hereunder would violate any federal, state or other applicable laws.

4. EXPIRATION OF OPTION

Except as provided in this Section 4, the Option shall expire and cease to be exercisable as of the Expiration Date set forth in the Term Sheet. For purposes of the Option, "termination of employment" means ceasing to serve as a full-time employee of the Company and its Subsidiaries, except that (i) the Administrator may determine, subject to the Plan, that an approved leave of absence or approved employment on a less than full-time basis is not considered a "termination of employment," (ii) the Administrator may

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determine that a transition of employment to service with a partnership, joint venture or corporation not meeting the requirements of a Subsidiary in which the Company or a Subsidiary is a party is not considered a “termination of employment,” and (iii) service as a member of the Board shall constitute continued employment with respect to the Option.

- A. Upon the date of a termination of employment for any reason other than a termination of employment by the Company for Cause, (i) any part of the Option that is unexercisable as of such termination date shall remain unexercisable and shall terminate as of such date, and (ii) any part of the Option that is exercisable as of the date of termination shall be exercisable by the Option (or, in the case of the Optionee’s death, the Optionee’s estate, heir or beneficiary) at any time during the one (1) year following the date of termination and shall terminate at the end of such one (1) year period.
- B. Upon the date of an Optionee’s termination of employment for Cause, the Option, to the extent unexercised as of the day prior to the date of such termination, shall terminate as of the date of termination.

Notwithstanding anything herein to the contrary, if at the time that the Option would otherwise expire pursuant to this Section 4 (other than in connection with a termination of employment by the Company for Cause), the Optionee is prohibited from exercising the Option because such an exercise would, in the opinion of counsel to the Company, violate applicable securities laws, the period during which the Option may be exercised shall automatically be extended until the date that is thirty (30) days following the first date on which the exercise of the Option would no longer violate applicable securities laws.

5. CONDITIONS AND RESTRICTIONS ON OPTION SHARES

The Company may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by the Optionee or other subsequent transfers by the Optionee of any shares of Common Stock issued as a result of the exercise of the Option, including without limitation (a) restrictions under an insider trading policy or pursuant to applicable law, (b) restrictions designed to delay and/or coordinate the timing and manner of sales by Optionee and holders of other Company equity compensation arrangements, (c) restrictions in connection with any underwritten public offering by the Company of the Company’s securities pursuant to an effective registration statement filed under the Securities Act of 1933, (d) restrictions as to the use of a specified brokerage firm for such resales or other transfers, and (e) provisions requiring Shares to be sold on the open market or to the Company in order to satisfy tax withholding or other obligations.

At no time will the Optionee will have the right to require the Company to purchase from the Optionee any Shares acquired by the Optionee under the Option. Any Shares acquired by the Optionee under the Option may not be repurchased by the Company for a

period of six (6) months following the date on which the Optionee acquired such Shares pursuant to the Option.

Upon the Optionee’s termination of employment for any or no reason (including death or disability) at any time prior to the consummation of an underwritten public offering by the Company of the Company’s securities pursuant to an effective registration statement filed under the Securities Act of 1933, any Shares acquired by such Optionee under the Option shall be subject to a right (but not an obligation) of repurchase in favor of the Company. The Company’s right of repurchase with respect to Shares acquired by the Optionee under the Option shall be exercisable during the ninety (90) day period immediately following the later of (i) the date of the Optionee’s termination of employment or (ii) 6 months following the date on which the Optionee acquired such Shares pursuant to the Option, in each case, by delivery of written notice to the Optionee (which notice shall set forth a date, within thirty (30) days of the date of the notice, on which the repurchase is to be effected). The Company’s right of repurchase with respect to Shares shall lapse upon the consummation of an underwritten public offering by the Company of the Company’s securities pursuant to an effective registration statement filed under the Securities Act of 1933 or upon expiration of the above referenced ninety (90) day period. If the Company exercises its right of repurchase with respect to Shares acquired under the Option it shall pay the Optionee, at the closing of such repurchase, an amount equal to the fair market value of the Shares on the notice date. At the closing of any repurchase pursuant to this Section 5, the Optionee shall deliver to the Company stock certificates duly endorsed for transfer, or accompanied by duly executed stock powers, representing all of the Shares being sold, free and clear of all claims, liens, or encumbrances from any third parties together with such other documentation as the Company’s legal counsel may reasonably require.

6. INCOME TAXES

The Optionee will be subject to federal and state income and other tax withholding requirements on the date (generally, the date of exercise) determined by applicable law, based on the excess of the fair market value of the shares of Common Stock underlying the portion of the Option that is exercised over the Exercise Price. The Optionee will be solely responsible for the payment of all U.S. federal income and other taxes, including any state, local or non-U.S. income or employment tax obligation that may be related to the exercise of the Option, including any such taxes that are required to be withheld and paid over to the applicable tax authorities (the “Tax Withholding Obligation”), if any. The Optionee will be responsible for the satisfaction of such Tax Withholding Obligation in a manner acceptable to the Company in its sole discretion.

The Company may refuse to issue any shares of Common Stock to the Optionee until the Optionee satisfies the Tax Withholding Obligation, if any. The Optionee acknowledges that the Company has the right to retain without notice from shares issuable upon exercise of the Option (or any portion thereof) or from salary or other amounts payable to the Optionee, shares or cash having a value sufficient to satisfy the Tax Withholding Obligation, if any.

The Optionee is ultimately liable and responsible for all taxes owed by the Optionee in connection with the Option, regardless of any action the Company takes or any transaction pursuant to this Section 6 with respect to any tax withholding obligations that arise in connection with the Option.

The Company makes no representation or undertaking regarding the treatment of any tax withholding in connection with the grant, issuance, vesting or exercise of the Option or the subsequent sale of any of the shares of Common Stock acquired upon exercise of the Option. The Company does not commit and is under no obligation to structure the Option to reduce or eliminate the Optionee's tax liability.

7. NON-TRANSFERABILITY OF OPTION

Unless otherwise provided by the Administrator, the Optionee may not assign or transfer the Option to anyone other than by will or the laws of descent and distribution and the Option shall be exercisable only by the Optionee during his or her lifetime. The Company may cancel the Optionee's Option if the Optionee attempts to assign or transfer it in a manner inconsistent with this Section 7.

8. THE PLAN AND OTHER AGREEMENTS

In addition to these Terms and Conditions, the Option shall be subject to the terms of the Plan, which are incorporated into these Standard Terms and Conditions by this reference. Capitalized terms not otherwise defined herein are defined in the Plan.

The Term Sheet, these Standard Terms and Conditions and the Plan constitute the entire understanding between the Optionee and the Company regarding the Option. Any prior agreements, commitments or negotiations concerning the Option are superseded.

9. LIMITATION OF INTEREST IN SHARES SUBJECT TO OPTION

Neither the Optionee (individually or as a member of a group) nor any beneficiary or other person claiming under or through the Optionee shall have any right, title, interest, or privilege in or to any shares of Common Stock allocated or reserved for the purpose of the Plan or subject to the Term Sheet or these Standard Terms and Conditions except as to such shares of Common Stock, if any, as shall have been issued to such person upon exercise of the Option or any part of it. Nothing in the Plan, in the Term Sheet, these Standard Terms and Conditions or any other instrument executed pursuant to the Plan shall confer upon the Optionee any right to continue in the Company's employ or service nor limit in any way the Company's right to terminate the Optionee's employment at any time for any reason.

10. NOTICES

All notices, requests, demands and other communications pursuant to these Standard Terms and Conditions shall be in writing and shall be deemed to have been duly given if personally delivered, telexed or telecopied to, or, if mailed, when received by, the other party at the following addresses (or at such other address as shall be given in writing by either party to the other):

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If to the Company to:

AECOM Technology Corporation
515 South Flower Street 3rd Floor
Los Angeles, CA 90071-2201
Attention: Compensation Manager

If to the Optionee, to the address set forth below the Optionee's signature on the Term Sheet.

11. GENERAL

In the event that any provision of these Standard Terms and Conditions is declared to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction, such provision shall be reformed, if possible, to the extent necessary to render it legal, valid and enforceable, or otherwise deleted, and the remainder of these Standard Terms and Conditions shall not be affected except to the extent necessary to reform or delete such illegal, invalid or unenforceable provision.

The headings preceding the text of the sections hereof are inserted solely for convenience of reference, and shall not constitute a part of these Standard Terms and Conditions, nor shall they affect its meaning, construction or effect.

These Standard Terms and Conditions shall inure to the benefit of and be binding upon the parties hereto and their respective permitted heirs, beneficiaries, successors and assigns.

All questions arising under the Plan or under these Standard Terms and Conditions shall be decided by the Administrator in its total and absolute discretion. In the event the Optionee or other holder of the Option believes that a decision by the Administrator with respect to such person was arbitrary or capricious, the Optionee or other optionholder may request arbitration with respect to such decision in accordance with the terms of the Plan. The review by the arbitrator shall be limited to determining whether the Administrator's decision was arbitrary or capricious. This arbitration shall be the sole and exclusive review permitted of the Administrator's decision, and the Optionee and any other option holder hereby explicitly waive any right to judicial review.

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**AECOM TECHNOLOGY CORPORATION
STANDARD TERMS AND CONDITIONS FOR
RESTRICTED STOCK UNITS**

These Standard Terms and Conditions apply to any Award of restricted stock units granted to an employee of the Company on or after December 1, 2008 under the AECOM Technology Corporation 2006 Stock Incentive Plan and its amendments (the "Plan"), which are evidenced by a Term Sheet or an action of the Administrator that specifically refers to these Standard Terms and Conditions.

1. TERMS OF RESTRICTED STOCK UNITS

AECOM Technology Corporation, a Delaware corporation (the "Company"), has granted to the Participant named in the Term Sheet provided to said Participant herewith (the "Term Sheet") an award of a number of restricted stock units (the "Award") specified in the Term Sheet. Each restricted stock unit represents the right to receive one share of the Company's Common Stock, \$0.01 par value per share (the "Common Stock"), upon the terms and subject to the conditions set forth in the Term Sheet, these Standard Terms and Conditions, and the Plan, each as amended from time to time. For purposes of these Standard Terms and Conditions and the Term Sheet, any reference to the Company shall, unless the context requires otherwise, include a reference to any Subsidiary, as such term is defined in the Plan.

2. VESTING OF RESTRICTED STOCK UNITS

The Award shall not be vested as of the Grant Date set forth in the Term Sheet and shall be forfeitable unless and until otherwise vested pursuant to the terms of the Term Sheet and these Standard Terms and Conditions. After the Grant Date, subject to termination or acceleration as provided in these Standard Terms and Conditions and the Plan, the Award shall become vested as described in the Term Sheet; provided that (except as set forth in Section 5 below) the Participant does not experience a termination of employment (as defined in the Plan). Each date on which restricted stock units subject to the Award vest is referred to herein as a "Vesting Date." Notwithstanding anything herein or in the Term Sheet to the contrary, if a Vesting Date is not a business day, the applicable portion of the Award shall vest on the prior business day. Restricted stock units granted under the Award that have vested and are no longer subject to forfeiture are referred to herein as "Vested Units." Restricted stock units granted under the Award that are not vested and remain subject to forfeiture are referred to herein as "Unvested Units." The vesting period of the Award may be adjusted by the Administrator to reflect the decreased level of employment during any period in which the Participant is on an approved leave of absence or is employed on a less than full time basis, provided that the Administrator may take into consideration any accounting consequences to the Company in making any such adjustment.

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3. SETTLEMENT OF RESTRICTED STOCK UNITS

- A. Subject to any deferral pursuant to paragraph (B) of this Section 3, each Vested Unit will be settled by the delivery of one share of Common Stock (subject to adjustment under Section 12 of the Plan) to the Participant or, in the event of the Participant's death, to the Participant's estate, heir or beneficiary, during the month following the applicable Vesting Date; provided that the Participant has satisfied all of the tax withholding obligations described in Section 7 below, and that the Participant has completed, signed and returned any documents and taken any additional action that the Company deems appropriate to enable it to accomplish the delivery of the shares of Common Stock.
- B. Subject to the satisfaction all of the tax withholding obligations described in Section 7 below, the Administrator may permit the Participant to irrevocably elect to defer the receipt of any Shares issuable pursuant to Vested Units by submitting to the Company an election to defer receipt in the forms provided by the Administrator. To the extent permitted by the Administrator, in the event the Participant intends to defer the receipt of any Shares, the Participant must submit to the Company a proposed deferral election form by [DATE]. The Participant hereby represents that he or she understands the effect of any such deferral under relevant federal, state and local tax laws.
- C. If the Participant makes a deferred election pursuant to paragraph (B) of this Section 3, the Participant's Award will be settled by the crediting of one deferred Restricted Stock Unit for each Vested Unit. Each deferred Restricted Stock Unit will represent one notional share of Common Stock, and will be settled by issuance of one Share for each deferred Restricted Stock Unit (subject to adjustment under Section 12 of the Plan). The terms of the deferral must be specified as part of the advanced irrevocable election, but in no event will provide for the settlement of deferred Restricted Stock Units earlier than the date of distribution that the employee elected.
- D. The date upon which shares of Common Stock are to be issued under either paragraph (A) or (B) of this Section 3 is referred to as the "Settlement Date." The issuance of the shares of Common Stock hereunder may be affected by the issuance of a stock certificate, recording shares on the stock records of the Company or by crediting shares in an account established on the Participant's behalf with a brokerage firm or other custodian, in each case as determined by the Company. Fractional shares will not be issued pursuant to the Award.

Notwithstanding the above, (i) for administrative or other reasons, the Company may from time to time temporarily suspend the issuance of shares of Common Stock in respect of Vested Units (or deferred Restricted Stock Units), (ii) the Company shall not be obligated to deliver any shares of the Common Stock during any period when the Company determines that the delivery of shares hereunder would violate any federal, state or other applicable laws, (iii) the Company may issue shares of Common Stock hereunder subject to any restrictive legends that, as determined by the Company's

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counsel, are necessary to comply with securities or other regulatory requirements, (iv) the date on which shares are issued hereunder may include a delay in order to provide the Company such time as it determines appropriate to address tax withholding and other administrative matters, and (v) shares shall not be issued or issuable pursuant to this provision to the extent of any deferral pursuant to a deferred compensation program that the Company has made available for purposes of allowing deferral of such shares.

4. RIGHTS AS STOCKHOLDER

Prior to any issuance of shares of Common Stock in settlement of the Award, no shares of Common Stock will be reserved or earmarked for the Participant or the Participant's account nor shall the Participant have any of the rights of a stockholder with respect to such shares. The Participant will not be entitled to any privileges of ownership of the shares of Common Stock (including, without limitation, any voting or dividend rights) underlying Vested Units and/or Unvested Units unless and until shares of Common Stock are actually delivered to the Participant hereunder.

5. TERMINATION OF EMPLOYMENT

Upon the date of the Participant's termination of employment (as defined in the Plan) for any reason, except as provided in this Section 5, all Unvested Units shall be forfeited by the Participant and cancelled and surrendered to the Company without payment of any consideration to the Participant.

- A. Upon the date of a termination of the Participant's employment as a result of the death of the Participant, the Award will vest on a pro-rata basis and the Vested Units will be paid to the Participant's estate, heir or beneficiary. The pro-rata basis will be a percentage where the denominator is the number of months in the Vesting Period and the numerator is the number of whole months from beginning of the Vesting Period through the date of termination. Any Unvested Units shall be forfeited by the Participant's estate, heir or beneficiary and cancelled and surrendered to the Company without payment of any consideration to the Participant's estate, heir or beneficiary.
- B. Upon termination of employment as a result of the Total and Permanent Disablement of any Participant, the Award will vest on a pro-rata basis. The pro-rata basis will be a percentage where the denominator is the number of months in the Vesting Period and the numerator is the number of whole months from beginning of the Vesting Period through the date of termination. Any Unvested Units shall be forfeited by the Participant and cancelled and surrendered to the Company without payment of any consideration to the Participant.
- C. Upon termination of employment as a result of the Retirement of a Participant, the Award may vest on a pro-rata basis. In order to receive prorated vesting, the Participant: (1) must be a solid performer and meet or exceed expectations with respect to the individual performance, etc. (in each case, as determined by the Administrator or any officer of the Company to whom the Administrator's

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authority has been delegated) and (2) execute a general release of all claims and abide by a non-solicitation and/or non-competition agreement in a form provided by the Administrator at the time of termination. The pro-rata basis will be a percentage where the denominator is the number of months in the Vesting Period and the numerator is the number of whole months from beginning of the Vesting Period through the date of termination. Any Unvested Units shall be forfeited by the Participant and cancelled and surrendered to the Company without payment of any consideration to the Participant. For purposes of the Award and these Standard Terms and Conditions, the term "Retirement" means retirement from active employment with the Company and its Subsidiaries at or after age 60 with the approval of the Administrator. The determination of the Administrator as to an individual's Retirement shall be conclusive on all parties.

- D. Upon termination of a Participant's employment for Cause, all Vested Units and Unvested Units shall be forfeited by the Participant and cancelled and surrendered to the Company without payment of any consideration to the Participant.

6. CONDITIONS AND RESTRICTIONS ON SHARES

The Company may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by the Participant or other subsequent transfers by the Participant of any shares of Common Stock issued in respect of Vested Units, including without limitation (a) restrictions under an insider trading policy or pursuant to applicable law, (b) restrictions designed to delay and/or coordinate the timing and manner of sales by Participant and holders of other Company equity compensation arrangements, (c) restrictions in connection with any underwritten public offering by the Company of the Company's securities pursuant to an effective registration statement filed under the Securities Act of 1933, (d) restrictions as to the use of a specified brokerage firm for such resales or other transfers, and (e) provisions requiring Shares to be sold on the open market or to the Company in order to satisfy tax withholding or other obligations.

At no time will the Participant have the right to require the Company to purchase from the Participant any Shares acquired by the Participant under the Award. Any Shares acquired by such Participant under the Award may not be repurchased by the Company for a period of six (6) months following the date on which the Participant acquired such Shares pursuant the Award.

7. INCOME TAXES

The Participant will be subject to federal and state income and other tax withholding requirements on a date (generally, the Settlement Date) determined by applicable law (any such date, the "Taxable Date"), based on the fair market value of the shares of Common Stock underlying the units that are vested. The Participant will be solely responsible for the payment of all U.S. federal income and other taxes, including any state, local or non-U.S. income or employment tax obligation that may be related to the Vested Units, including any such taxes that are required to be withheld and paid to the

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applicable tax authorities (the "Tax Withholding Obligation"). The Participant will be responsible for the satisfaction of such Tax Withholding Obligation in a manner acceptable to the Company in its sole discretion.

By accepting the Award the Participant agrees that, unless and to the extent the Participant has otherwise satisfied the Tax Withholding Obligations in a manner permitted or required by the Administrator pursuant to the Plan, the Company is authorized to withhold from the shares of Common Stock issuable to the Participant in respect of Vested Units the whole number of shares (rounded down) having a value (as determined by the

Company consistent with any applicable tax requirements) on the Taxable Date or the first trading day before the Taxable Date sufficient to satisfy the applicable Tax Withholding Obligation. If the withheld shares are not sufficient to satisfy the Participant's Tax Withholding Obligation, the Participant agrees to pay to the Company as soon as practicable any amount of the Tax Withholding Obligation that is not satisfied by the withholding of shares of Common Stock described above and if the withheld shares are more than sufficient to satisfy the Participant's Tax Withholding Obligation the Company shall make such arrangement as it determines appropriate to credit such amount for the Participant's benefit.

Other than with respect to any Tax Withholding Obligation that arises on a date other than a Settlement Date with respect to Vested Units that are subject to a deferred election under paragraph (B) of Section 3, at any time not less than five (5) business days before any Tax Withholding Obligation arises (e.g., a Settlement Date), the Participant may elect to satisfy all or any part of the Participant's Tax Withholding Obligation by delivering to the Company an amount that the Company determines is sufficient (in light of the uncertainty of the exact amount thereof) to so satisfy the Tax Withholding Obligation by (i) wire transfer to such account as the Company may direct, (ii) delivery of a personal check payable to the Company, or (iii) such other means as specified from time to time by the Administrator, in each case unless the Company has specified prior to such date that the Participant is not permitted to so satisfy the Tax Withholding Obligation.

The Company may refuse to issue any shares of Common Stock to the Participant until the Participant satisfies the Tax Withholding Obligation. The Participant acknowledges that the Company has the right to retain without notice from shares issuable under the Award or from salary or other amounts payable to the Participant, shares or cash having a value sufficient to satisfy the Tax Withholding Obligation.

The Participant is ultimately liable and responsible for all taxes owed by the Participant in connection with the Award, regardless of any action the Company takes or any transaction pursuant to this Section 7 with respect to any tax withholding obligations that arise in connection with the Award. The Company makes no representation or undertaking regarding the treatment of any tax withholding in connection with the grant, issuance, vesting or settlement of the Award or the subsequent sale of any of the shares of Common Stock underlying Vested Units. The Company does not commit and is under no obligation to structure the Award to reduce or eliminate the Participant's tax liability.

8. NON-TRANSFERABILITY OF AWARD

Unless otherwise provided by the Administrator, the Participant may not assign, transfer or pledge the Award, the shares of Common Stock subject thereto or any right or interest therein to anyone other than by will or the laws of descent and distribution. The Company may cancel the Participant's Award if the Participant attempts to assign or transfer it in a manner inconsistent with this Section 8.

9. THE PLAN AND OTHER AGREEMENTS

In addition to these Terms and Conditions, the Award shall be subject to the terms of the Plan, which are incorporated into these Standard Terms and Conditions by this reference. Certain capitalized terms not otherwise defined herein are defined in the Plan. In the event of a conflict between the terms and conditions of these Standard Terms and Condition and the Plan, the Plan controls.

The Term Sheet, these Standard Terms and Conditions and the Plan constitute the entire understanding between the Participant and the Company regarding the Award. Any prior agreements, commitments or negotiations concerning the Award are superseded.

10. LIMITATION OF INTEREST IN SHARES SUBJECT TO AWARD

Neither the Participant (individually or as a member of a group) nor any beneficiary or other person claiming under or through the Participant shall have any right, title, interest, or privilege in or to any shares of Common Stock allocated or reserved for the purpose of the Plan or subject to the Term Sheet or these Standard Terms and Conditions except as to such shares of Common Stock, if any, as shall have been issued to such person in respect of Vested Units.

11. NOT A CONTRACT FOR EMPLOYMENT.

Nothing in the Plan, in the Term Sheet, these Standard Terms and Conditions or any other instrument executed pursuant to the Plan shall confer upon the Participant any right to continue in the Company's employ or service nor limit in any way the Company's right to terminate the Participant's employment at any time for any reason.

12. SECTION 409A COMPLIANCE

Notwithstanding any other provision of the Plan or these Standard Terms and Conditions, the Plan and these Standard Terms and Conditions shall be construed or deemed to be amended as necessary to comply with the requirements of Section 409A of the Code to avoid the imposition of any additional or accelerated taxes or other penalties under Section 409A of the Code. The Company, in its sole discretion, shall determine the requirements of Section 409A of the Code applicable to the Plan and this Agreement and shall interpret the terms of the Plan and these Standard Terms and Conditions consistently therewith. Under no circumstances, however, shall the Company have any liability under the Plan or these Standard Terms and Conditions for any taxes, penalties or interest due on amounts paid or payable pursuant to the Plan or these Standard Terms

and Conditions, including any taxes, penalties or interest imposed under Section 409A of the Code.

For purposes of these Standard Terms and Conditions, a termination of employment shall not be deemed to have occurred unless such termination is also a "separation from service" within the meaning of Section 409A of the Code and, for purposes of any such provision of these Standard Terms and Conditions, references to a "termination," "termination of employment" or like terms shall mean "separation from service."

In addition, notwithstanding anything herein to the contrary, if the Participant is deemed on the date of termination to be a "specified employee" within the meaning of that term under Section 409A(a)(2)(B) of the Code, then, to the extent the settlement of this Award following such termination of employment is considered the payment of deferred compensation under Section 409A payable on account of a "separation from service" that is not exempt from Section 409A as a short-term deferral (or otherwise), such settlement shall be delayed until the date that is the earlier of (i) the expiration of the six (6)-month period measured from the date of such "separation from service" or (ii) the date of the Participant's death (the "Delay Period").

13. NOTICES

All notices, requests, demands and other communications pursuant to these Standard Terms and Conditions shall be in writing and shall be deemed to have been duly given if personally delivered, telexed or telecopied to, or, if mailed, when received by, the other party at the following addresses (or at such other address as shall be given in writing by either party to the other):

If to the Company to:

AECOM Technology Corporation
515 South Flower Street 3rd Floor
Los Angeles, CA 90071-2201
Attention: Compensation Manager

If to the Participant, to the address set forth below the Participant's signature on the Term Sheet.

14. SEPARABILITY.

In the event that any provision of these Standard Terms and Conditions is declared to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction, such provision shall be reformed, if possible, to the extent necessary to render it legal, valid and enforceable, or otherwise deleted, and the remainder of these Standard Terms and Conditions shall not be affected except to the extent necessary to reform or delete such illegal, invalid or unenforceable provision.

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15. HEADINGS.

The headings preceding the text of the sections hereof are inserted solely for convenience of reference, and shall not constitute a part of these Standard Terms and Conditions, nor shall they affect its meaning, construction or effect.

16. FURTHER ASSURANCES.

Each party shall cooperate and take such action as may be reasonably requested by another party in order to carry out the provisions and purposes of these Standard Terms and Conditions.

17. BINDING EFFECT.

These Standard Terms and Conditions shall inure to the benefit of and be binding upon the parties hereto and their respective permitted heirs, beneficiaries, successors and assigns.

18. DISPUTES

All questions arising under the Plan or under these Standard Terms and Conditions shall be decided by the Administrator in its total and absolute discretion. In the event the Participant or other holder of an Award believes that a decision by the Administrator with respect to such person was arbitrary or capricious, the Participant or other holder may request arbitration with respect to such decision in accordance with the terms of the Plan. The review by the arbitrator shall be limited to determining whether the Administrator's decision was arbitrary or capricious. This arbitration shall be the sole and exclusive review permitted of the Administrator's decision, and the Participant and any other holder hereby explicitly waive any right to judicial review.

19. ELECTRONIC DELIVERY

The Company may, in its sole discretion, decide to deliver any documents related to any awards granted under the Plan by electronic means or to request the Participant's consent to participate in the Plan by electronic means. By accepting the Award, the Participant consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company, and such consent shall remain in effect throughout the Participant's term of employment or service with the Company and thereafter until withdrawn in writing by the Participant.

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AECOM TECHNOLOGY CORPORATION

**TERM SHEET FOR
RESTRICTED STOCK UNITS**

FOR GOOD AND VALUABLE CONSIDERATION, AECOM Technology Corporation, a Delaware corporation (the "Company"), hereby grants to Participant named below the number of restricted stock units specified below (the "Award"), upon the terms and subject to the conditions set forth in this Term Sheet, the Plan specified below (the "Plan") and the Standard Terms and Conditions (the "Standard Terms and Conditions") adopted under such Plan and provided to Participant, each as amended from time to time. Each restricted stock unit subject to this Award represents the right to receive one share of the Company's Common Stock, \$0.01 par value per share, subject to the conditions set forth in this Term Sheet, the Plan and the Standard Terms and Conditions. This Award is granted pursuant to the Plan and is subject to and qualified in its entirety by the Standard Terms and Conditions.

The Plan: This Award is granted pursuant to the Company's 2006 Stock Incentive Plan.

Name of Participant:

Participant Id:

Grant Date:

Number of restricted stock units subject to the Award:

Vesting Schedule: The Award vests with respect to 100% of the restricted stock units on [DATE] (the period between the Grant Date and [DATE] referred to as the "Vesting Period").

By accepting this Term Sheet, Participant acknowledges that he or she has received and read, and agrees that this Award shall be subject to, the terms of this Term Sheet, the Plan and the Standard Terms and Conditions.

AECOM TECHNOLOGY CORPORATION

Participant Signature

By: _____
Title: Vice President and Corporate Secretary

Date: _____
Participant Address (please print):

**AECOM TECHNOLOGY CORPORATION
STANDARD TERMS AND CONDITIONS FOR
PERFORMANCE EARNINGS PROGRAM**

These Standard Terms and Conditions apply to any Award of Performance Earnings Program (“PEP”) units granted to an employee of the Company on or after August 27, 2008 under AECOM Technology Corporation 2006 Stock Incentive Plan and its amendments (the “Plan”), which are evidenced by a Term Sheet or an action of the Administrator that specifically refers to these Standard Terms and Conditions.

1. TERMS OF PEP UNITS

AECOM Technology Corporation, a Delaware corporation (the “Company”), has granted to the Participant named in the Term Sheet (including Attachment A thereto) provided to said Participant herewith (the “Term Sheet”) an opportunity to earn a target number of PEP units (the “Award”) specified in the Term Sheet. Each PEP unit represents the right to receive one share of the Company’s Common Stock, \$0.01 par value per share (the “Common Stock”), upon the terms and subject to the conditions set forth in the Term Sheet, these Standard Terms and Conditions, and the Plan, each as amended from time to time. For purposes of these Standard Terms and Conditions and the Term Sheet, any reference to the Company shall, unless the context requires otherwise, include a reference to any Subsidiary, as such term is defined in the Plan.

2. EARNOUT OF PEP UNITS

The number of PEP units earned under the Award shall be determined according to the Performance Objectives and Performance Earnout Schedule specified in the Term Sheet.

3. VESTING OF PEP UNITS

The Award shall not be vested as of the Grant Date set forth in the Term Sheet and shall be forfeitable unless and until otherwise vested pursuant to the terms of the Term Sheet and these Standard Terms and Conditions. After the Grant Date, subject to termination or acceleration as provided in these Standard Terms and Conditions and the Plan, the Award shall become vested as described in the Term Sheet with respect to the number of PEP units earned as set forth in the Term Sheet; provided that (except as set forth in Section 5 below) the Participant does not experience a termination of employment (as defined in the Plan). Each date on which PEP units subject to the Award vest is referred to herein as a “Vesting Date.” Notwithstanding anything herein or in the Term Sheet to the contrary, if a Vesting Date is not a business day, the applicable portion of the Award shall vest on the prior business day. PEP units granted under the Award that have vested and are no longer subject to forfeiture are referred to herein as “Vested Units.” PEP units granted under the Award that are not vested and remain subject to forfeiture are referred to herein as “Unvested Units.” The vesting period of the Award may be adjusted by the Administrator to reflect the decreased level of employment during any period in which the Participant is on an approved leave of absence or is employed on a less than full time

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basis, provided that the Administrator may take into consideration any accounting consequences to the Company in making any such adjustment.

4. SETTLEMENT OF PEP UNITS

- A. Subject to any deferral pursuant to paragraph (B) of this Section 4, each earned Vested Unit will be settled by the delivery of one share of Common Stock (subject to adjustment under Section 12 of the Plan) to the Participant or, in the event of the Participant’s death, to the Participant’s estate, heir or beneficiary, during the month following the applicable Vesting Date; provided that the Participant has satisfied all of the tax withholding obligations described in Section 8 below, and that the Participant has completed, signed and returned any documents and taken any additional action that the Company deems appropriate to enable it to accomplish the delivery of the shares of Common Stock.
- B. Subject to the satisfaction all of the tax withholding obligations described in Section 8 below, the Administrator may permit the Participant to irrevocably elect to defer the receipt of any Shares issuable pursuant to earned Vested Units by submitting to the Company an election to defer receipt in the forms provided by the Administrator. To the extent permitted by the Administrator, in the event the Participant intends to defer the receipt of any Shares, the Participant must submit to the Company a proposed deferral election form by [DATE]. The Participant hereby represents that he or she understands the effect of any such deferral under relevant federal, state and local tax laws.
- C. If the Participant makes a deferred election pursuant to paragraph (B) of this Section 4, the Participant’s Award will be settled by the crediting of one deferred Restricted Stock Unit for each earned Vested Unit. Each deferred Restricted Stock Unit will represent one notional share of Common Stock, and will be settled by issuance of one Share for each deferred Restricted Stock Unit (subject to adjustment under Section 12 of the Plan). The terms of the deferral must be specified as part of the advanced irrevocable election, but in no event will provide for the settlement of deferred Restricted Stock Units earlier than the date of distribution that the employee elected.
- D. The date upon which shares of Common Stock are to be issued under either paragraph (A) or (B) of this Section 4 is referred to as the “Settlement Date.” The issuance of the shares of Common Stock hereunder may be affected by the issuance of a stock certificate, recording shares on the stock records of the Company or by crediting shares in an account established on the Participant’s behalf with a brokerage firm or other custodian, in each case as determined by the Company. Fractional shares will not be issued pursuant to the Award.

Notwithstanding the above, (i) for administrative or other reasons, the Company may from time to time temporarily suspend the issuance of shares of Common Stock in respect of earned Vested Units (or deferred Restricted Stock Units), (ii) the Company shall not be obligated to deliver any shares of the Common Stock during any period when

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the Company determines that the delivery of shares hereunder would violate any federal, state or other applicable laws, (iii) the Company may issue shares of Common Stock hereunder subject to any restrictive legends that, as determined by the Company's counsel, are necessary to comply with securities or other regulatory requirements, (iv) the date on which shares are issued hereunder may include a delay in order to provide the Company such time as it determines appropriate to address tax withholding and other administrative matters, and (v) shares shall not be issued or issuable pursuant to this provision to the extent of any deferral pursuant to a deferred compensation program that the Company has made available for purposes of allowing deferral of such shares.

5. RIGHTS AS STOCKHOLDER

Prior to any issuance of shares of Common Stock in settlement of the Award, no shares of Common Stock will be reserved or earmarked for the Participant or the Participant's account nor shall the Participant have any of the rights of a stockholder with respect to such shares. The Participant will not be entitled to any privileges of ownership of the shares of Common Stock (including, without limitation, any voting or dividend rights) underlying Vested Units and/or Unvested Units unless and until shares of Common Stock are actually delivered to the Participant hereunder.

6. TERMINATION OF EMPLOYMENT

Upon the date of the Participant's termination of employment (as defined in the Plan) for any reason, except as provided in this Section 6, all Unvested Units shall be forfeited by the Participant and cancelled and surrendered to the Company without payment of any consideration to the Participant.

- A. Upon the date of a termination of the Participant's employment as a result of the death of the Participant, the Award will vest on a pro-rata basis and the Vested Units will be paid to the Participant's estate, heir or beneficiary. The pro-rata basis will be a percentage where the denominator is the number of months in the Performance Cycle and the numerator is the number of whole months from beginning date of the Performance Cycle through the date of termination. Any unearned or Unvested Units shall be forfeited by the Participant's estate, heir or beneficiary and cancelled and surrendered to the Company without payment of any consideration to the Participant's estate, heir or beneficiary.
- B. Upon termination of employment as a result of the Total and Permanent Disablement of any Participant, the Award will vest on a pro-rata basis. The pro-rata basis will be a percentage where the denominator is the number of months in the Performance Cycle and the numerator is the number of whole months from beginning date of the Performance Cycle through the date of termination. Any unearned or Unvested Units shall be forfeited by the Participant and cancelled and surrendered to the Company without payment of any consideration to the Participant.

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- C. Upon termination of employment as a result of the Retirement of a Participant, the Award may vest on a pro-rata basis. In order to receive prorated vesting, the Participant: (1) must be a solid performer and meet or exceed expectations with respect to the individual performance, etc. (in each case, as determined by the Administrator or any officer of the Company to whom the Administrator's authority has been delegated) and (2) execute a general release of all claims and abide by a non-solicitation and/or non-competition agreement in a form provided by the Administrator at the time of termination. The pro-rata basis will be a percentage where the denominator is the number of months in the Performance Cycle and the numerator is the number of whole months from beginning date of the Performance Cycle through the date of termination. Distributions may be the lesser of actual performance or 100% of the pro-rated PEP units. Any unearned or Unvested Units shall be forfeited by the Participant and cancelled and surrendered to the Company without payment of any consideration to the Participant. For purposes of the Award and these Standard Terms and Conditions, the term "Retirement" means retirement from active employment with the Company and its Subsidiaries (i) at or after age 60 and with the approval of the Administrator or (ii) at or after age 65. The determination of the Administrator as to an individual's Retirement shall be conclusive on all parties.
- D. Upon termination of a Participant's employment for Cause, all Vested Units and Unvested Units shall be forfeited by the Participant and cancelled and surrendered to the Company without payment of any consideration to the Participant.

7. CONDITIONS AND RESTRICTIONS ON SHARES

The Company may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by the Participant or other subsequent transfers by the Participant of any shares of Common Stock issued in respect of Vested Units, including without limitation (a) restrictions under an insider trading policy or pursuant to applicable law, (b) restrictions designed to delay and/or coordinate the timing and manner of sales by Participant and holders of other Company equity compensation arrangements, (c) restrictions in connection with any underwritten public offering by the Company of the Company's securities pursuant to an effective registration statement filed under the Securities Act of 1933, (d) restrictions as to the use of a specified brokerage firm for such resales or other transfers, and (e) provisions requiring Shares to be sold on the open market or to the Company in order to satisfy tax withholding or other obligations.

At no time will the Participant have the right to require the Company to purchase from the Participant any Shares acquired by the Participant under the Award. Any Shares acquired by such Participant under the Award may not be repurchased by the Company for a period of six (6) months following the date on which the Participant acquired such Shares pursuant the Award.

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8. INCOME TAXES

The Participant will be subject to federal and state income and other tax withholding requirements on a date (generally, the Settlement Date) determined by applicable law (any such date, the "Taxable Date"), based on the fair market value of the shares of Common Stock underlying the units that are vested and earned. The Participant will be solely responsible for the payment of all U.S. federal income and other taxes, including any

state, local or non-U.S. income or employment tax obligation that may be related to the Vested Units, including any such taxes that are required to be withheld and paid to the applicable tax authorities (the "Tax Withholding Obligation"). The Participant will be responsible for the satisfaction of such Tax Withholding Obligation in a manner acceptable to the Company in its sole discretion.

By accepting the Award the Participant agrees that, unless and to the extent the Participant has otherwise satisfied the Tax Withholding Obligations in a manner permitted or required by the Administrator pursuant to the Plan, the Company is authorized to withhold from the shares of Common Stock issuable to the Participant in respect of Vested Units the whole number of shares (rounded down) having a value (as determined by the Company consistent with any applicable tax requirements) on the Taxable Date or the first trading day before the Taxable Date sufficient to satisfy the applicable Tax Withholding Obligation. If the withheld shares are not sufficient to satisfy the Participant's Tax Withholding Obligation, the Participant agrees to pay to the Company as soon as practicable any amount of the Tax Withholding Obligation that is not satisfied by the withholding of shares of Common Stock described above and if the withheld shares are more than sufficient to satisfy the Participant's Tax Withholding Obligation the Company shall make such arrangement as it determines appropriate to credit such amount for the Participant's benefit.

Other than with respect to any Tax Withholding Obligation that arises on a date other than a Settlement Date with respect to Vested Units that are subject to a deferred election under paragraph (B) of Section 4, at any time not less than five (5) business days before any Tax Withholding Obligation arises (e.g., a Settlement Date), the Participant may elect to satisfy all or any part of the Participant's Tax Withholding Obligation by delivering to the Company an amount that the Company determines is sufficient (in light of the uncertainty of the exact amount thereof) to so satisfy the Tax Withholding Obligation by (i) wire transfer to such account as the Company may direct, (ii) delivery of a personal check payable to the Company, or (iii) such other means as specified from time to time by the Administrator, in each case unless the Company has specified prior to such date that the Participant is not permitted to so satisfy the Tax Withholding Obligation.

The Company may refuse to issue any shares of Common Stock to the Participant until the Participant satisfies the Tax Withholding Obligation. The Participant acknowledges that the Company has the right to retain without notice from shares issuable under the Award or from salary or other amounts payable to the Participant, shares or cash having a value sufficient to satisfy the Tax Withholding Obligation.

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The Participant is ultimately liable and responsible for all taxes owed by the Participant in connection with the Award, regardless of any action the Company takes or any transaction pursuant to this Section 8 with respect to any tax withholding obligations that arise in connection with the Award. The Company makes no representation or undertaking regarding the treatment of any tax withholding in connection with the grant, issuance, vesting or settlement of the Award or the subsequent sale of any of the shares of Common Stock underlying Vested Units. The Company does not commit and is under no obligation to structure the Award to reduce or eliminate the Participant's tax liability.

9. NON-TRANSFERABILITY OF AWARD

Unless otherwise provided by the Administrator, the Participant may not assign, transfer or pledge the Award, the shares of Common Stock subject thereto or any right or interest therein to anyone other than by will or the laws of descent and distribution. The Company may cancel the Participant's Award if the Participant attempts to assign or transfer it in a manner inconsistent with this Section 9.

10. THE PLAN AND OTHER AGREEMENTS

In addition to these Terms and Conditions, the Award shall be subject to the terms of the Plan, which are incorporated into these Standard Terms and Conditions by this reference. Certain capitalized terms not otherwise defined herein are defined in the Plan. In the event of a conflict between the terms and conditions of these Standard Terms and Condition and the Plan, the Plan controls.

The Term Sheet, these Standard Terms and Conditions and the Plan constitute the entire understanding between the Participant and the Company regarding the Award. Any prior agreements, commitments or negotiations concerning the Award are superseded.

11. LIMITATION OF INTEREST IN SHARES SUBJECT TO AWARD

Neither the Participant (individually or as a member of a group) nor any beneficiary or other person claiming under or through the Participant shall have any right, title, interest, or privilege in or to any shares of Common Stock allocated or reserved for the purpose of the Plan or subject to the Term Sheet or these Standard Terms and Conditions except as to such shares of Common Stock, if any, as shall have been issued to such person in respect of Vested Units.

12. NOT A CONTRACT FOR EMPLOYMENT.

Nothing in the Plan, in the Term Sheet, these Standard Terms and Conditions or any other instrument executed pursuant to the Plan shall confer upon the Participant any right to continue in the Company's employ or service nor limit in any way the Company's right to terminate the Participant's employment at any time for any reason.

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13. SECTION 409A COMPLIANCE

Notwithstanding any other provision of the Plan or these Standard Terms and Conditions, the Plan and these Standard Terms and Conditions shall be construed or deemed to be amended as necessary to comply with the requirements of Section 409A of the Code to avoid the imposition of any additional or accelerated taxes or other penalties under Section 409A of the Code. The Company, in its sole discretion, shall determine the requirements of Section 409A of the Code applicable to the Plan and this Agreement and shall interpret the terms of the Plan and these Standard Terms and Conditions consistently therewith. Under no circumstances, however, shall the Company have any liability under the Plan or these Standard Terms and Conditions for any taxes, penalties or interest due on amounts paid or payable pursuant to the Plan or these Standard Terms and Conditions, including any taxes, penalties or interest imposed under Section 409A of the Code.

For purposes of these Standard Terms and Conditions, a termination of employment shall not be deemed to have occurred unless such termination is also a "separation from service" within the meaning of Section 409A of the Code and, for purposes of any such provision of these Standard Terms and Conditions, references to a "termination," "termination of employment" or like terms shall mean "separation from service."

In addition, notwithstanding anything herein to the contrary, if the Participant is deemed on the date of termination to be a "specified employee" within the meaning of that term under Section 409A(a)(2)(B) of the Code, then, to the extent the settlement of this Award following such termination of employment is considered the payment of deferred compensation under Section 409A payable on account of a "separation from service" that is not exempt from Section 409A as a short-term deferral (or otherwise), such settlement shall be delayed until the date that is the earlier of (i) the expiration of the six (6)-month period measured from the date of such "separation from service" or (ii) the date of the Participant's death (the "Delay Period").

14. NOTICES

All notices, requests, demands and other communications pursuant to these Standard Terms and Conditions shall be in writing and shall be deemed to have been duly given if personally delivered, telexed or telecopied to, or, if mailed, when received by, the other party at the following addresses (or at such other address as shall be given in writing by either party to the other):

If to the Company to:

AECOM Technology Corporation
515 South Flower Street 3rd Floor
Los Angeles, CA 90071-2201
Attention: Compensation Manager

If to the Participant, to the address set forth below the Participant's signature on the Term Sheet.

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15. SEPARABILITY.

In the event that any provision of these Standard Terms and Conditions is declared to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction, such provision shall be reformed, if possible, to the extent necessary to render it legal, valid and enforceable, or otherwise deleted, and the remainder of these Standard Terms and Conditions shall not be affected except to the extent necessary to reform or delete such illegal, invalid or unenforceable provision.

16. HEADINGS.

The headings preceding the text of the sections hereof are inserted solely for convenience of reference, and shall not constitute a part of these Standard Terms and Conditions, nor shall they affect its meaning, construction or effect.

17. FURTHER ASSURANCES.

Each party shall cooperate and take such action as may be reasonably requested by another party in order to carry out the provisions and purposes of these Standard Terms and Conditions.

18. BINDING EFFECT.

These Standard Terms and Conditions shall inure to the benefit of and be binding upon the parties hereto and their respective permitted heirs, beneficiaries, successors and assigns.

19. DISPUTES

All questions arising under the Plan or under these Standard Terms and Conditions shall be decided by the Administrator in its total and absolute discretion. In the event the Participant or other holder of an Award believes that a decision by the Administrator with respect to such person was arbitrary or capricious, the Participant or other holder may request arbitration with respect to such decision in accordance with the terms of the Plan. The review by the arbitrator shall be limited to determining whether the Administrator's decision was arbitrary or capricious. This arbitration shall be the sole and exclusive review permitted of the Administrator's decision, and the Participant and any other holder hereby explicitly waive any right to judicial review.

20. ELECTRONIC DELIVERY

The Company may, in its sole discretion, decide to deliver any documents related to any awards granted under the Plan by electronic means or to request the Participant's consent to participate in the Plan by electronic means. By accepting the Award, the Participant consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company, and such consent

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shall remain in effect throughout the Participant's term of employment or service with the Company and thereafter until withdrawn in writing by the Participant.

AECOM TECHNOLOGY CORPORATION

**TERM SHEET FOR
PERFORMANCE EARNINGS PROGRAM FY – FY**

FOR GOOD AND VALUABLE CONSIDERATION, AECOM Technology Corporation, a Delaware corporation (the “Company”), hereby grants to Participant named below the number of Performance Earnings Program (“PEP”) units specified below (the “Award”), upon the terms and subject to the conditions set forth in this Term Sheet, the Plan specified below (the “Plan”) and the Standard Terms and Conditions for Performance Earnings Program (the “Standard Terms and Conditions”) adopted under such Plan and provided to Participant, each as amended from time to time. Each PEP unit subject to this Award represents the right to receive one share of the Company’s Common Stock, \$0.01 par value per share, subject to the conditions set forth in this Term Sheet, the Plan and the Standard Terms and Conditions. This Award is granted pursuant to the Plan and is subject to and qualified in its entirety by the Standard Terms and Conditions.

The Plan: This Award is granted pursuant to the Company’s 2006 Stock Incentive Plan.

Name of Participant:

Participant Id:

Grant Date:

Target number of PEP units subject to the Award:

Performance Cycle:

Vesting Schedule: Earned PEP units shall vest 100% on December 31st following the end of the Performance Cycle

Performance-Based Vesting Criteria: The number of PEP units earned will be determined based on the Performance Objectives and Performance Earnout Schedule attached to this Term Sheet as Attachment A.

By accepting this Term Sheet, Participant acknowledges that he or she has received and read, and agrees that this Award shall be subject to, the terms of this Term Sheet, the Plan and the Standard Terms and Conditions.

AECOM TECHNOLOGY CORPORATION

Participant Signature

By: _____
Title: Vice President and Corporate Secretary

Date: _____
Participant Address (please print):

