

**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): **July 25, 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 2.01. Completion of Acquisition or Disposition of Assets.

On July 25, 2008, AECOM Technology Corporation ("AECOM") completed its previously announced acquisition of Earth Tech ("Earth Tech"), a business unit of Tyco International Ltd., pursuant to a Purchase Agreement (the "Purchase Agreement"), dated as of February 11, 2008, by and among AECOM, Tyco International Finance S.A. ("Tyco") and other seller parties thereto. A copy of the press release dated July 28, 2008 announcing the completion of the transaction is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

AECOM and Tyco entered into two amendments to the Purchase Agreement, each dated as of July 25, 2008. Pursuant to Amendment No. 1 to the Purchase Agreement ("Amendment No. 1"), the parties agreed to exclude the purchase of Tyco's equity participations in certain Earth Tech Chinese joint venture operations from the Purchase Agreement and allow those operations to be sold directly by Tyco to third parties. Pursuant to Amendment No. 2 to the Purchase Agreement ("Amendment No. 2"), the parties agreed to, among other things, delay the transfer of Earth Tech's United Kingdom businesses to AECOM until certain third party consents to the transaction are obtained. Pending receipt of such consents, the parties have agreed for AECOM to manage the U.K. operations. The foregoing descriptions of Amendment No. 1 and Amendment No. 2 are qualified in their entirety by the actual terms of Amendment No. 1 and Amendment No. 2, copies of which are filed with this report as Exhibit 2.1 and Exhibit 2.2, respectively, and are incorporated herein by reference. A copy of the Purchase Agreement was filed as Exhibit 2.1 to the Current Report on Form 8-K filed by AECOM with the U.S. Securities and Exchange Commission on February 12, 2008 and is incorporated herein by reference.

AECOM also announced that it completed the divestiture of certain Earth Tech businesses. Concurrent with the close of the purchase of Earth Tech, AECOM divested Earth Tech's Water & Power Technologies ("WPT") and North American Contract Operations ("NACO") businesses and Earth Tech's Mexican operations.

The value of the divested WPT, NACO and Mexico assets noted above, along with the value of certain assets that have been carved out of the sale transaction with Tyco and other purchase price adjustments, represent a total of \$175 million of the original \$510 million transaction value.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

In connection with the acquisition of Earth Tech described in Item 2.01 above, on July 25, 2008 AECOM borrowed approximately \$400 million under its existing revolving credit facility. While outstanding, the borrowing will bear interest, at AECOM's option, at either (a) a base rate (the greater of the federal funds rate plus 0.50% or the bank's reference rate), or (b) an offshore, or LIBOR, rate plus a margin which ranges from 0.50% to 1.375%. The foregoing description of AECOM's revolving credit facility is qualified by reference to the complete copy of the Second Amended and Restated Credit Agreement filed as Exhibit 10.1 to the Current Report on Form 8-K filed by AECOM with the U.S. Securities and Exchange Commission on September 7, 2007.

Item 9.01 Financial Statements and Exhibits.

(a) Financial statements of businesses acquired.

The financial statements required by this Item, with respect to the acquisition described in Item 2.01 herein, will be filed as soon as practicable, and in any event not later than October 10, 2008, the date that is 71 days after the date on which this Current Report on Form 8-K is required to be filed pursuant to Item 2.01.

2

(b) Pro forma financial information.

The pro forma financial information required by this Item, with respect to the acquisition described in Item 2.01 herein, will be filed as soon as practicable, and in any event not later than October 10, 2008, the date that is 71 days after the date on which this Current Report on Form 8-K is required to be filed pursuant to Item 2.01.

(d) Exhibits.

2.1 Amendment No. 1 to Purchase Agreement, dated as of July 25, 2008, by and among AECOM Technology Corporation, Tyco International Finance S.A. and certain other seller parties thereto.

2.2 Amendment No. 2 to Purchase Agreement, dated as of July 25, 2008, by and among AECOM Technology Corporation, Tyco International Finance S.A. and certain other seller parties thereto.

99.1 Press Release, dated July 28, 2008, announcing AECOM's completion of the Earth Tech acquisition.

3

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: July 31, 2008

By: /s/ DAVID Y. GAN

David Y. Gan

Vice President, Assistant General Counsel

4

EXHIBIT INDEX

Exhibit

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99.1 Press Release, dated July 28, 2008, announcing AECOM's completion of the Earth Tech acquisition.

5

**AMENDMENT NO. 1 TO
PURCHASE AGREEMENT**

This Amendment No. 1 to Purchase Agreement (this "Amendment"), dated as of July 25, 2008, is made and entered into by and among AECOM Technology Corporation, a corporation organized under the laws of Delaware, having its registered office at 555 South Flower Street, Suite 3700, Los Angeles, California 90071 ("Purchaser"), on the one hand, and Tyco International Finance S.A., a company organized under the laws of Luxembourg, having its registered office at 29 Avenue de la Porte Neuve L2227 Luxembourg ("TIFSA," a "Seller" and "Parent"), and each of the Persons set forth on the signature pages hereto, (each a "Seller", and collectively with Parent, the "Sellers"), on the other hand. Capitalized terms used herein and not otherwise defined shall have the same meanings as set forth in the Agreement (as defined below).

W I T N E S S E T H

WHEREAS, the parties hereto entered into that certain Purchase Agreement, dated February 11, 2008 (the "Agreement");

WHEREAS, pursuant to the Agreement, Purchaser has agreed to purchase all of Sellers' Equity Participations in, and assume Sellers' rights and obligations otherwise related to, the DBFO projects conducted by (i) Guangzhou Xilang Wastewater Treatment Co. Ltd. (the "Xilang DBFO Project"), (ii) Tianjin Earth Tech Jieyuan Water Co., Ltd (the "Tianjin DBFO Project" and together with the Xilang DBFO Project, the "Chinese DBFO Projects") and (iii) Qinhuangdao Pacific Water Company Limited (the "QPWC DBFO Project");

WHEREAS, Purchaser desires to designate Sino French Water Development (Tianjin) Company Limited ("Sino-French") to purchase and receive Sellers' Equity Participations in, and assume Sellers' rights and obligations otherwise related to, the Chinese DBFO Projects and, in connection therewith, has requested that the Sellers (i) amend the Agreement so as to enable the Sellers to sell the Chinese DBFO Projects to Sino-French and (ii) enter into agreements to sell the Chinese DBFO Projects to Sino-French;

WHEREAS, Purchaser desires to designate ET Acquisition Company SRL, a Barbados company ("AECOM Barbados"), to purchase and receive all of the Equity Participations in the QPWC DBFO Project;

WHEREAS, at the request of Purchaser, on or about the date hereof, certain of Sellers will enter into equity interest purchase agreements with (A) Sino-French to purchase all of Sellers' Equity Participations in, and assume Sellers' rights and obligations otherwise related to Sellers' Equity Participations in, (i) the Xilang DBFO Project (the "Xilang Purchase Agreement") and (ii) the Tianjin DBFO Project (the "Tianjin Purchase Agreement") and (B) AECOM Barbados to purchase all of Sellers' Equity Participations in, and assume Sellers' rights and obligations otherwise related to Sellers' Equity Participations in, the QPWC DBFO Project (the

"QPWC Purchase Agreement"). The QPWC Purchase Agreement, the Xilang Purchase Agreement and the Tianjin Purchase Agreement (collectively, the "Chinese Purchase Agreements") are each attached hereto as Exhibits A, B and C, respectively;

WHEREAS, Section 15.7 of the Agreement provides that amendments may be made to the Agreement by execution of an instrument in writing signed by each of Parent, the Sellers and Purchaser; and

WHEREAS, the parties hereto wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, parties hereto agree as follows:

A G R E E D

The parties hereto hereby agree that notwithstanding anything to the contrary in the Agreement:

1. Definitions. The definition for the term "Chinese DBFO Proceeds" is deleted in its entirety and replaced with the following: "Chinese DBFO Proceeds" means any distribution or dividend that is actually received by a Seller or any Affiliate of a Seller from the Chinese DBFOs on or after December 28, 2007 and prior to the Closing Date solely with respect to any Chinese DBFO that is not acquired (or, as of the Closing Date, not subject to acquisition) by a Chinese DBFO joint venture partner pursuant to the exercise of a contractual right of first refusal (a "ROFR"). To the extent that a distribution or dividend is received by a Seller or any Affiliate of a Seller from a Chinese DBFO that is acquired (or to be acquired) by the joint venture partner pursuant to the exercise of a ROFR, such distribution or dividend shall not constitute Chinese DBFO Proceeds.

2. Chinese DBFOs.

(a) Purchaser designates Sino-French to purchase and receive all of the Target Shares of (i) Guangzhou Xilang Wastewater Treatment Co. Ltd. (the "Xilang Target Shares") and (ii) Tianjin Earth Tech Jieyuan Water Co., Ltd. (the "Tianjin Target Shares"), and together with the Xilang Target Shares, the "Chinese Target Shares"). Parent acknowledges and accepts Purchaser's designation of Sino-French to purchase and receive the Chinese Target Shares.

(b) Purchaser designates its Affiliate, AECOM Barbados, to purchase and receive all of the Target Shares of Qinhuangdao Pacific Water Company Limited (the "QPWC Target Shares"). Parent acknowledges and accepts Purchaser's designation of AECOM Barbados (pursuant to Section 2.1 of the Agreement) to purchase and receive the QPWC Target Shares.

(c) Sino-French shall purchase the Chinese Target Shares in accordance with the terms and conditions set forth in each of the Chinese Purchase Agreements and provided that Sino-French (i) fulfills its obligations under the Chinese Purchase Agreements and (ii) purchases

the Chinese Target Shares to be conveyed thereunder, Purchaser shall not be obligated to purchase such Chinese Target Shares or deliver the portion of the Base Purchase Price that relates thereto (as set forth on Schedule A attached hereto). Notwithstanding anything herein to the contrary, Parent and the other Sellers agree that in the event that Sino-French is no longer obligated to purchase any or all of the Chinese Target Shares in accordance with the terms and conditions of that certain Purchase Agreement between Sino-French, Purchaser and the other parties thereto (a "Sino-French Termination") (i) Parent and the other Sellers shall have recourse solely to Purchaser under the Agreement as amended by this Amendment with respect to the purchase of the applicable Chinese Target Shares, (ii) Parent and Sellers that are party to any Chinese Purchase Agreements relating to the applicable Chinese Target Shares agree to terminate such Chinese Purchase Agreements without any liability accruing on behalf of Sino-French thereunder and (iii) Sino-French is expressly recognized to be a third party beneficiary of this provision.

(d) AECOM Barbados shall purchase the QPWC Target Shares in accordance with the terms and conditions set forth in the QPWC Purchase Agreement and the Agreement and provided that AECOM Barbados (i) fulfills its obligations under the QPWC Purchase Agreement and (ii) purchases the QPWC Target Shares to be conveyed thereunder, Purchaser shall not be obligated to purchase the QPWC Target Shares or deliver the portion of the Base Purchase Price that relates thereto (as set forth on Schedule A attached hereto).

(e) The closing of the transactions contemplated by each of the Chinese Purchase Agreements, or any equity interest purchase agreement by which Purchaser acquires the Chinese Target Shares if Sino-French does not acquire such Chinese Target Shares, which may or may not occur concurrently with, but shall be separate from, the Closing, shall each be defined as a "Chinese Closing" and the date on which each such Chinese Closing occurs shall be defined as a "Chinese Closing Date." Upon the transfer of the Chinese Target Shares to Sino-French, the terms and conditions of the Agreement as amended by this Amendment (including, without limitation, with respect to the representations, warranties and covenants thereunder) shall operate as if the Chinese Target Shares had been conveyed to Purchaser and Purchaser had subsequently conveyed the Chinese Target Shares to Sino-French.

(f) In the event that Sino-French and/or AECOM Barbados fail to perform (including as a consequence of a Sino-French Termination) any of their respective obligations under a Chinese Purchase Agreement, Purchaser shall immediately use its best efforts to remedy such non-compliance; provided, however, if (i) such non-compliance pertains to the failure (including as a consequence of a Sino-French Termination) of Sino-French and/or AECOM Barbados to deliver the purchase price for the Chinese Target Shares or QPWC Target Shares being conveyed pursuant to a Chinese Purchase Agreement (the "Applicable Purchase Price"), (ii) the conditions set forth in Section 2(j) of this Amendment have been fulfilled or waived and (iii) Sellers have otherwise performed all of their obligations in all material respects under (x) the Agreement (as such obligations pertain to such Chinese Target Shares or QPWC Target Shares) and (y) such Chinese Purchase Agreement, Purchaser shall deliver the Applicable Purchase Price (as adjusted hereunder) to Sellers (on behalf of Sino-French and/or AECOM Barbados) within three (3) Business Days of receiving written notice from Sellers of such non-compliance. In the

3

event of a Sino-French Termination with respect to any of the Chinese Target Shares that occurs prior to the satisfaction of (ii) and (iii) above, Purchaser shall be required, except as specifically provided herein or in the Agreement, to purchase the applicable Chinese Target Shares pursuant to the terms of this Amendment, the Agreement and an equity interest purchase agreement substantially in the form of the applicable Chinese Purchase Agreement.

(g) Except as specifically provided herein, nothing in this Amendment shall relieve Purchaser of its obligations (i) to purchase the Chinese Target Shares and/or the QPWC Target Shares pursuant to the terms and conditions of this Amendment, the Agreement and an applicable equity interest purchase agreement, if any, in the event that Sino-French and/or AECOM Barbados fail to acquire such shares for any reason pursuant to the applicable Chinese Purchase Agreement and the Agreement, including a Sino-French Termination or the failure to obtain the applicable Governmental Body approval for the transfer of the Chinese Target Shares to Sino-French, and (ii) to satisfy the covenants (or cause such covenants to be satisfied) set forth in the Agreement, including, without limitation, as such covenants pertain to the portions of the Business involving the Chinese DBFO Projects and the QPWC DBFO Project. Except as specifically provided herein, including Section 2(l), in the event that Sino-French and/or AECOM Barbados fail to purchase any of the Chinese Target Shares and/or the QPWC Target Shares, Purchaser's obligation hereunder to purchase such shares at the Closing, or after the Closing (if the Closing had already occurred), shall not expire until the Chinese Termination Date (subject to the extension described below).

(h) Solely for purposes of the Closing, Purchaser hereby irrevocably waives the conditions to Closing set forth in Section 10.2(h) of the Agreement as they relate to obtaining the consents necessary to transfer to Purchaser at the Closing the economic benefit of (i) the QPWC DBFO Project, (ii) the Tianjin DBFO Project and (iii) the Xilang DBFO Project (collectively, the "Chinese Consents"). For the avoidance of doubt, such waiver (i) is not conditioned upon any subsequent event, including without limitation, the consummation of the sales of the Chinese Target Shares to Sino-French or the QPWC Target Shares to AECOM Barbados and (ii) shall not relieve Parent of its obligation to obtain the applicable Chinese Consents as a condition precedent to each Chinese Closing.

(i) Commencing on October 1, 2008, Parent shall be entitled to a fee in the form of interest that shall accrue at a rate of seven percent (7%) per annum on the portion of the Base Purchase Price (as set forth on Schedule A attached hereto and subject to adjustment pursuant to Section 2(m) below) that relates to any Chinese Target Shares or QPWC Target Shares that have not been conveyed to Sino-French, AECOM Barbados or Purchaser on such date ("Outstanding Shares"). Such interest shall continue to accrue until the earlier of the applicable (i) Chinese Closing Date or (ii) the Chinese Termination Date, and all such accrued interest shall be paid by Purchaser to Parent on such date. Notwithstanding the foregoing, in the event that a Chinese Closing does not occur pursuant to Section 2(l)(i), Section 2(l)(ii) (but solely to the extent the applicable Chinese Closing did not occur before the Chinese Termination Date as a result of a breach or violation of this Agreement, the Ancillary Agreements or the applicable Chinese Purchase Agreement by Parent or Sellers) or Section 2(l)(iii), none of such accrued interest shall be paid to Parent; provided, however, if such Chinese Closing does not

4

occur pursuant to Section 2(l)(iii), Purchaser shall pay to Parent a fee of an amount equal to the product of (x) one-million Dollars (\$1,000,000) multiplied by (y) a fraction, the numerator of which is the portion of the Base Purchase Price (as set forth on Schedule A attached hereto and subject to adjustment pursuant to Section 2(m) below) that relates to the Outstanding Shares for which such Chinese Closing will not occur and the denominator of which is the sum of all of the portions of the Base Purchase Price (as set forth on Schedule A attached hereto and subject to adjustment pursuant to Section 2(m) below) that relate to the Chinese Target Shares and the QPWC Target Shares.

(j) The obligations of Sino-French to purchase the Chinese Target Shares and AECOM Barbados to purchase the QPWC Target Shares in the applicable Chinese Closing, shall be conditioned upon the (i) consummation, the fulfillment or waiver of the conditions set forth in the following Sections of

the Agreement as of each applicable Chinese Closing Date but only to the extent such conditions relate to the Chinese DBFO being conveyed at such Chinese Closing: Section 10.2(a) (as such representations and warranties relate to the applicable Chinese DBFO), Section 10.2(b), Section 10.2(c) (with such certificates dated as of the applicable Chinese Closing Date and presented by the applicable Seller), Section 10.2(d), Section 10.2(e), Section 10.2(h), Section 10.2(i) (with respect to the deliverables referenced in Sections 11.1(a) (noting that share certificates do not exist in China and therefore the foregoing shall be deemed satisfied on the date that the applicable Chinese governmental entity approves the transfer of the applicable Target Shares), (b) and (g) of the Agreement), Section 10.2(j) (but only with respect to the applicable Chinese DBFO Proceeds), Section 10.2(k) (with respect to the officers and directors of Qinhuangdao Pacific Water Company Limited, Guangzhou Xilang Wastewater Treatment Co. Ltd. and Tianjin Earth Tech Jieyuan Water Co., Ltd.), 10.2(l) and 10.2(n) and (ii) the other conditions precedent set forth in the applicable Chinese Purchase Agreement. In the event that a Chinese Closing occurs prior to the Closing as a result of the approval by the applicable Governmental Body with respect to the transfer of the applicable Target Shares, the parties shall enter into an amendment to the Purchase Agreement, which amendment shall, among other things, provide Purchaser with the benefit of the applicable representations and warranties from Sellers relating thereto, effective as of the date of such Chinese Closing.

(k) The obligations of Parent and Sellers to convey the Chinese Target Shares to Sino-French and the QPWC Target Shares to AECOM Barbados at the applicable Chinese Closing, shall be conditioned upon (i) the consummation, the fulfillment or waiver of the conditions set forth in the following Sections of the Agreement as of each applicable Chinese Closing Date but only to the extent such conditions relate to the Chinese DBFO being conveyed at such Chinese Closing: Section 10.1(a), Section 10.1(b), Section 10.1(c) (with such certificate dated as of the applicable Chinese Closing Date), Section 10.1(d), Section 10.1(e), Section 10.1(h) (with respect to the deliverables referenced in Sections 11.2(a) (noting that upon the delivery of the purchase price specified in the applicable Chinese Purchase Agreement, this provision shall be deemed satisfied), (b) (as such Replacement Letters of Credit, Bank Guarantees and Surety Bonds relate to the Chinese DBFOs), (c) and (g) of the Agreement), and Section 10.1(i) and (ii) the other conditions precedent set forth in the applicable Chinese Purchase Agreement.

5

(l) Sino-French, AECOM Barbados and Purchaser shall have no obligation to purchase the Chinese Target Shares and/or QPWC Target Shares (or deliver the portion of the Purchase Price that relates thereto), as applicable, in the event that:

(i) any Chinese DBFO joint venture partner exercises its right to purchase any of the Chinese Target Shares or the QPWC Target Shares, as applicable, pursuant to a contractual right of first refusal or other preemptive right, regardless of whether or not such transaction is closed (a "ROFR Election");

(ii) the Chinese Closing has not occurred with respect to the purchase of any of the Chinese Target Shares and/or the QPWC Target Shares, as applicable, within nine (9) months of the Closing (the "Chinese Termination Date"); provided that such date shall be extended by up to an additional three (3) months with respect to the applicable Chinese DBFO if (1) the Governmental Body required to approve the transaction pursuant to item (iii) below has indicated in writing or other definitive fashion such consent or approval will be granted but such consent or approval has not become official or (2) a Sino-French Termination occurred during the three (3) month period immediately prior to the Chinese Termination Date; provided further that a party's obligations shall not expire on the Chinese Termination Date if (1) the failure of such party to fulfill any of its obligations under the Agreement, this Amendment or a Chinese Purchase Agreement caused the failure of the Chinese Closing to occur on or before such date or (2) if the approval request has already been submitted to the relevant Governmental Body seeking the transfer of the applicable Chinese Target Shares or QPWC Target Shares, in which case the parties obligations shall continue unless and until the earlier to occur of (X) the approval request has been jointly withdrawn by the parties, (Y) the approval request has been rejected or otherwise denied by the Governmental Body or (Z) three (3) months after the Chinese Termination Date, it being agreed that if the relevant approval shall be issued and such Chinese Target Shares or QPWC Target Shares shall transfer to Sino-French or AECOM Barbados, as applicable, the Chinese Closing therefor shall occur in accordance with the Agreement as modified by this Amendment and the terms and conditions of the Agreement (including, without limitation, the representations and warranties relevant to the applicable Chinese Closing) shall be in full force and effect with respect to any such Chinese Closing and the transfer of such Chinese Target Shares or QPWC Target Shares, as applicable; or

(iii) the applicable Governmental Body required to approve the transfer of any of the Chinese Target Shares and/or the QPWC Target Shares to Sino-French or AECOM Barbados (or AECOM in the event the applicable Governmental Body does not approve the transfer of the Chinese Target Shares to Sino-French), indicates in writing or other definitive fashion that such approval will not be given.

(iv) Notwithstanding the foregoing, in the event that the joint venture partner referred to in Section 2(l)(i) fails to fulfill its obligations to consummate the purchase of the applicable Chinese Target Shares and/or QPWC Target Shares, Purchaser and Sellers agree to negotiate in good faith for a period of up to sixty (60) days with respect to the possible sale of such shares to Sino-French or AECOM Barbados, as applicable, pursuant to terms and conditions substantially similar to those that had been contemplated by the applicable Chinese

6

Purchase Agreement and the Agreement as amended by this Amendment; provided, however, the Chinese Termination Date shall not be extended and no interest shall accrue or be owed pursuant to Section 2(i) hereof.

(m) The Base Purchase Price shall be reduced on the Closing Date by the portion of the Base Purchase Price that relates to the Chinese Target Shares and/or the QPWC Target Shares (as set forth on Schedule A attached hereto) to the extent the applicable Chinese Closing does not occur concurrently with the Closing Date. Subject to the foregoing, the Base Purchase Price shall be further adjusted on the Closing Date (i) in accordance with Section 2.6(b) of the Agreement (to the extent such adjustments do not relate to the Chinese DBFOs) and (ii) after the Closing Date in accordance with Section 2.6(f) of the Agreement (to the extent such adjustments do not relate to the Chinese DBFOs). On each Chinese Closing Date the portion of the Base Purchase Price that relates to the applicable Chinese Target Shares and/or the QPWC Target Shares (as set forth on Schedule A attached hereto) shall be adjusted pursuant to Sections 2.6(b)(3),(4),(5),(8) and (9) of the Agreement (to the extent that such adjustment relates to the Chinese DBFOs) and (ii) after the Chinese Closing Date in accordance with the corresponding sections of Section 2.6(f) of the Agreement (it being acknowledged that Purchaser shall have 75 days after the applicable Chinese Closing Date to deliver a Post-Closing Statement related to the applicable Chinese DBFOs). For the avoidance of doubt, all standards, terms and conditions of ARTICLE II of the Agreement that relate to the resolution of adjustments to, and the allocation of, the Base Purchase Price shall continue to apply to all adjustments to, and allocations of, the Base Purchase Price. Notwithstanding anything contained herein to the contrary and in order to avoid duplicative purchase price adjustments, in the event that any adjustment to the Base Purchase Price relating to any Chinese DBFO has been taken into account at a Chinese Closing Date pursuant to the applicable Chinese Purchase Agreement (or any equity interest purchase agreement by which Purchaser

acquires the Chinese Target Shares if Sino-French does not acquire such) such adjustment shall not be taken into account pursuant to this Amendment or the Agreement.

(n) Parent and Sellers represent and warrant that their respective representations and warranties set forth in ARTICLES IV and V, and to the Knowledge of Sellers, ARTICLE VI, shall be true, correct and complete with respect to the portion of the Business relating to the Chinese DBFOs, the Chinese Target Shares and the QPWC Target Shares, as applicable, as of the applicable Chinese Closing Date, except as expressly set forth in the Schedules. Parents and Sellers agree that the survival periods for the representations and warranties set forth in ARTICLES IV, V and VI with respect to the portion of the Business relating to a Chinese DBFO and the applicable Target Shares shall be measured from the applicable Chinese Closing Date. Subject to the exceptions set forth in Section 8.1 of the Agreement, prior to each Chinese Closing, each Seller will not, and each Seller will cause its Subsidiaries not to, unless the prior written consent of Purchaser (which shall not be unreasonably withheld, delayed or conditioned) has been obtained, take any action or fail to take any action set forth in Section 8.1(b) of the Agreement or that would be inconsistent with Section 8.1(a) of the Agreement with respect to the portion of the Business relating to the Chinese DBFOs. For purposes of clarity, indemnification provided by Parent with respect to the foregoing shall be subject to the same limitations and procedures as set forth in ARTICLE XIII

7

(except for the survival periods, which shall be measured from the applicable Chinese Closing Date).

(o) In addition to the indemnification provided by Purchaser pursuant to Section 13.3 of the Agreement, and subject to the terms and provisions of this Amendment, Purchaser agrees, subject to the other terms, conditions and limitations of the Agreement (including the provisions of Sections 13.4 and 13.5), to indemnify the Seller Indemnified Parties against, and hold the Seller Indemnified Parties harmless from, all Losses suffered or incurred by any of the Seller Indemnified Parties to the extent arising out of, or related to, the execution of, or performance of their obligations under, the Chinese Purchase Agreements to the extent that such Losses would not have been incurred if Sino-French had not been substituted for Purchaser pursuant to this Amendment; provided that Sellers have fulfilled their obligations under the Agreement (as such obligations pertain to the Chinese DBFOs) and under the Chinese Purchase Agreements, in each case in all material respects.

(p) Notwithstanding anything contained in Section 8.8 of the Agreement or in the Guaranty Indemnification Agreement to the contrary, Parent and Sellers agree that Purchaser's obligation to (i) obtain the Replacement Letters of Credit, Bank Guarantees and Surety Bonds related to the Chinese DBFO Projects and the QPWC DBFO Project pursuant to Section 8.8(a)(1) of the Agreement shall be as of at the applicable Chinese Closing Date (and not as of the Closing Date), (ii) use commercially reasonable efforts to replace, terminate or cancel the Letters of Credit, Bank Guarantees and Surety Bonds related to the Chinese DBFO Projects and the QPWC DBFO Project pursuant to Section 8.8(a)(4) of the Agreement shall be as of the applicable Chinese Closing Date (and not as of the Closing Date) and (iii) use best efforts to obtain the release of Parent from the Parent Guarantees related to the Chinese DBFO Projects and the QPWC DBFO Project shall be as of at the applicable Chinese Closing Date (and not as of the Closing Date). For the avoidance of doubt, (i) this provision only modifies the timing of performance for certain of Purchaser's obligations and (ii) all of Purchaser's other obligations set forth in any of Section 8.8 of the Agreement or in the Guaranty Indemnification Agreement shall continue to apply in all respects.

(q) The parties hereto agree that references to the "Closing" or the "Closing Date" in ARTICLE IX (Tax Matters) (and in the definitions of defined terms used therein) shall, to the extent related to the portion of the Business relating to a Chinese DBFO, the Chinese Target Shares or the QPWC Target Shares, be deemed to refer to the applicable "Chinese Closing" or "Chinese Closing Date," as the case may be.

(r) Notwithstanding anything to the contrary herein, Purchaser hereby covenants and agrees to use commercially reasonable efforts to cause each of the Chinese Closings to occur prior to the Chinese Termination Date, which shall include, without limitation, diligently cooperating with and assisting Sellers with obtaining the Chinese Consents.

3. Company Services Agreements.

(a) Notwithstanding anything to the contrary herein, in the event that on the Closing Date it is apparent that (1) a Chinese Closing will occur after the Closing Date (a

8

"Delayed Transfer") or a (2) the consummation of the transactions contemplated by a ROFR Election will occur after the Closing Date (a "Delayed ROFR Closing"), Purchaser and Sellers shall enter into management agreements (each a "Company Services Agreement") with respect to the management and operation of the portions of the Business that relate to the Chinese Target Shares and/or QPWC Target Shares that are subject to a Delayed Transfer or Delayed ROFR Closing (the "Chinese Businesses"). The Company Services Agreements shall (i) provide that the Chinese Businesses shall be managed and maintained in the ordinary course of business consistent with past practice, (ii) provide that the Chinese Business shall not take any action that would cause any condition to a Chinese Closing not to be met or that would cause a breach of any representation, warranty or covenant of Parent or Sellers relating to the Chinese Businesses, (iii) provide that Purchaser shall use commercially reasonable efforts to operate the Chinese DBFO's in such a manner as to avoid (A) any condition to a Chinese Closing not being met, (B) the breach of any representation, warranty or covenant of Parent or Sellers relating to the Chinese Businesses, or (C) triggering an adjustment to the Base Purchase Price pursuant to Section 2.6 with respect to the Chinese DBFOs (other than distributions or capital contributions pursuant to contractual agreements in place as of the Closing or otherwise in the Ordinary Course), (iv) provide that with respect to the operation of the Chinese Businesses, Purchaser will not, and will cause its Subsidiaries not to, unless the prior written consent of Sellers (which shall not be unreasonably withheld, delayed or conditioned) has been obtained, take any action or fail to take any action set forth in Section 8.1(b) of the Agreement or that would be inconsistent with Section 8.1(a) of the Agreement, (v) provide for the necessary allocation of personnel, services and other resources reasonably necessary by Purchaser to manage and maintain the Chinese Businesses on a basis that is consistent with the past custom and practice for the Chinese Businesses, (vi) provide for Purchaser to provide administrative services to the Chinese Businesses, (vii) provide that the benefits and obligations under each Company Services Agreement shall bind Purchaser and its Subsidiaries and their successors and permitted assigns (provided that Purchaser shall not assign its obligations under any Company Services Agreement without the prior written consent of Sellers) and (viii) provide that each such Company Services Agreement shall terminate on the date that is the earlier of (A) the date that applicable Chinese Closing or Delayed ROFR Closing occurs or (B) the date that is twelve (12) months after the Chinese Termination Date. In addition, if, notwithstanding Purchaser's use of commercially reasonable efforts in operating the Chinese DBFOs, any condition to a Chinese Closing is not met, or any representation, warranty or covenant of Parent or Sellers relating to the Chinese Businesses is breached, Purchaser shall use commercially reasonable efforts to assist Parent or Sellers in curing such condition or breach.

(b) In the event that Purchaser enters into a Company Services Agreement on account of a Delayed ROFR Closing or a Delayed Transfer, such Company Services Agreement shall provide that Sellers shall reimburse Purchaser on a monthly basis for all incremental out-of-pocket cash costs actually incurred by Purchaser as a result of Purchaser's fulfillment of its obligations under such Company Services Agreement plus 35%.

(c) In the event that Purchaser is obligated by this Section 3 to operate a Chinese DBFO after the Chinese Termination Date, such Company Services Agreement shall be amended to provide that (1) Sellers shall reimburse Purchaser on a monthly basis for all

9

incremental out-of-pocket cash costs actually incurred by Purchaser as a result of Purchaser's fulfillment of its obligations under such Company Services Agreement plus 35% and (2) Purchaser shall use commercially reasonable efforts to assist Sellers (as Sellers may reasonably request) with Sellers' efforts to identify, and ultimately convey such Chinese DBFO to, a third-party purchaser.

4. Other DBFO Proceeds. Sections 2.6(f)(15) and 2.6(f)(16) are deleted in their entirety and replaced with the following:

“(15) In the event that the Estimated Other DBFO Proceeds were greater than the aggregate amount of all Permitted Proceeds Parent was entitled to receive and (i) if the Other DBFO Proceeds, as finally determined in accordance with this Section 2.6, are less than the Estimated Other DBFO Proceeds, then Purchaser shall pay the amount of such shortfall to Parent; provided that in no event shall the adjustment under this Section 2.6(f)(15)(i) exceed the amount of the reduction to the Base Purchase Price determined under Section 2.6(b)(11) or (ii) if the Other DBFO Proceeds, as finally determined in accordance with this Section 2.6, are greater than the Estimated Other DBFO Proceeds, then Parent shall pay the amount of such excess to Purchaser.

(16) In the event that (i) the Estimated Other DBFO Proceeds were equal to or less than the aggregate amount of all Permitted Proceeds Parent was entitled to receive, (ii) no reduction was made to the Base Purchase Price pursuant to Section 2.6(b)(11) and (iii) the Other DBFO Proceeds as finally determined in accordance with this Section 2.6 are greater than the aggregate amount of all Permitted Proceeds Parent was entitled to receive, Parent shall pay the amount of such excess to Purchaser.”

5. Operating and Management Support Contract. Parent agrees to cause that certain operating and management support contract between Tianjin Earth Tech Jieyuan Water Co., Ltd. and Tyco Asia Investments Limited to be assigned to Sino-French at the Chinese Closing Date with respect to the Tianjin Target Shares.

6. Indemnification. For the avoidance of doubt, Sino-French (or any Affiliate thereof) shall not have any rights under, or be considered a third-party beneficiary to, the Agreement, except as expressly set forth in Section 2(c) hereof. Accordingly, under no circumstance shall Sino-French (or any Affiliate thereof) be construed to constitute, or otherwise be entitled to participate as, a Purchaser Indemnified Party or a Tax Indemnified Party; provided however, that any Losses or Taxes suffered or incurred by Sino-French, or any other purchaser of any portion of the Business from Purchaser or its Affiliates (including after the Closing, the Purchased Companies and their Subsidiaries), for which Parent would otherwise be required to directly indemnify Purchaser or its Affiliates (including after the Closing, the Purchased Companies and their Subsidiaries) as a Purchaser Indemnified Party or a Tax Indemnified Party pursuant to the Agreement, shall constitute Losses or Taxes suffered or incurred by Purchaser or its Affiliates (including after the Closing, the Purchased Companies and their Subsidiaries), as applicable, but only to the extent that Purchaser or its Affiliates (including after the Closing, the Purchased Companies and their Subsidiaries) are required to indemnify Sino-French or any such

10

other purchaser of any portion of the Business from Purchaser or its Affiliates (including after the Closing, the Purchased Companies and their Subsidiaries).

7. Full Force and Effect. Except as expressly amended or modified hereby, each term, provision, Exhibit and Schedule of the Agreement (i) is hereby ratified and confirmed, (ii) is hereby incorporated herein and (iii) will and does remain in full force and effect.

8. Governing Law. This Amendment will be governed by, and construed in accordance with, the Laws the state of New York, without regard to the principles of choice of Law or conflicts or Law of any jurisdiction.

9. Severability. If any term or other provision of this Amendment is held invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms and provisions of this Amendment will nevertheless remain in full force and effect and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision that effects the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

10. Modification. This Amendment may not be altered, amended or modified in any way except by writing signed by all parties hereto. Waiver of any term or provision of this Amendment or forbearance to enforce any term or provision by any party shall not constitute a waiver as to any subsequent breach or failure of the same term or provision or a waiver of any other term or provision of this Amendment.

11. Counterparts. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which will be deemed to be an original copy of this Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Amendment and of signature pages by facsimile or electronic mail transmission shall constitute effective execution and delivery of this Amendment as to the parties hereto and may be used in lieu of the original Amendment for all purposes.

[SIGNATURE PAGE(S) FOLLOW]

11

IN WITNESS WHEREOF, Parent, Sellers and Purchaser have caused this Amendment No. 1 to the Purchase Agreement to be executed as of the date first written above by their respective duly authorized representatives.

PARENT:

TYCO INTERNATIONAL
FINANCE S.A.

By: /s/ Enrica Maccarini
Name: Enrica Maccarini
Its: Managing Director

SELLERS:

STRALEN INVESTMENTS
LIMITED

By: /s/ Mark P. Armstrong
Name: Mark P. Armstrong
Its: Authorized Signatory

TYCO INTERNATIONAL
HOLDING S.a.r.l.

By: /s/ Enrica Maccarini
Name: Enrica Maccarini
Its: General Manager

TYCO HOLDING XI (DENMARK)
ApS

By: /s/ Mark P. Armstrong
Name: Mark P. Armstrong
Its: Authorized Signatory

TYCO ASIA INVESTMENTS
LIMITED

By: /s/ Mark P. Armstrong
Name: Mark P. Armstrong
Its: Authorized Signatory

[Signature Page to Amendment No. 1 to the Purchase Agreement]

KEYSTONE FRANCE HOLDINGS
CORP.

By: /s/ Mark P. Armstrong
Name: Mark P. Armstrong
Its: Authorized Signatory

TYCO SERVICES MALAYSIA
SDN. BHD.

By: /s/ Mark P. Armstrong
Name: Mark P. Armstrong
Its: Authorized Signatory

EARTH TECH DEUTSCHLAND
GMBH

By: /s/ Mark P. Armstrong
Name: Mark P. Armstrong
Its: Authorized Signatory

EARTH TECH
UMWELTECHNIK GMBH

By: /s/ Mark P. Armstrong
Name: Mark P. Armstrong
Its: Authorized Signatory

EARTH TECH KLARTECHNIK
GMBH

By: /s/ Mark P. Armstrong
Name: Mark P. Armstrong
Its: Authorized Signatory

EARTH TECH ENGINEERING Pty
LIMITED

By: /s/ Mark P. Armstrong
Name: Mark P. Armstrong
Its: Authorized Signatory

[Signature Page to Amendment No. 1 to the Purchase Agreement]

EARTH TECH HOLDINGS, INC.

By: /s/ Mark P. Armstrong
Name: Mark P. Armstrong
Its: Authorized Signatory

EARTH TECH HOLDINGS TAC,
INC.

By: /s/ Mark P. Armstrong
Name: Mark P. Armstrong
Its: Authorized Signatory

[Signature Page to Amendment No. 1 to the Purchase Agreement]

PURCHASER:

AECOM TECHNOLOGY CORPORATION

By: /s/ Eric Chen
Name: Eric Chen
Its: Senior Vice President Corporate Finance
and General Counsel

[Signature Page to Amendment No. 1 to the Purchase Agreement]

SCHEDULE A

CHINESE DBFO PROJECT PURCHASE PRICES

EXHIBIT A

EQUITY INTEREST TRANSFER AGREEMENT

BY AND BETWEEN

TYCO INTERNATIONAL HOLDINGS S.A.R.L.

AND

ET ACQUISITION COMPANY SRL

Dated 2008

EXHIBIT B

EQUITY INTEREST TRANSFER AGREEMENT

BY AND BETWEEN

TYCO ASIA INVESTMENTS LIMITED

AND

SINO FRENCH WATER DEVELOPMENT (TIANJIN) COMPANY LIMITED

Dated 2008

EXHIBIT C

EQUITY INTEREST TRANSFER AGREEMENT

BY AND BETWEEN

TYCO ASIA INVESTMENTS LIMITED

AND

SINO FRENCH WATER DEVELOPMENT (TIANJIN) COMPANY LIMITED

Dated 2008

**AMENDMENT NO. 2 TO
PURCHASE AGREEMENT**

This Amendment No. 2 to Purchase Agreement (this "Amendment"), dated as of July 25, 2008, is made and entered into by and among AECOM Technology Corporation, a corporation organized under the laws of Delaware, having its registered office at 555 South Flower Street, Suite 3700, Los Angeles, California 90071 ("Purchaser"), on the one hand, and Tyco International Finance S.A., a company organized under the laws of Luxembourg, having its registered office at 29 Avenue de la Porte Neuve L2227 Luxembourg ("TIFSA," a "Seller" and "Parent"), and each of the Persons set forth on the signature pages hereto, (each a "Seller", and collectively with Parent, the "Sellers"), on the other hand. Capitalized terms used herein and not otherwise defined shall have the same meanings as set forth in the Agreement (as defined below).

W I T N E S S E T H

WHEREAS, the parties hereto entered into that certain Purchase Agreement, dated February 11, 2008, as amended by that Amendment No. 1 to Purchase Agreement dated July 25, 2008 (collectively, the "Agreement"), pursuant to which Purchaser has agreed to acquire the Business and the Purchased Assets;

WHEREAS, the parties intend for the Closing to occur on July 25, 2008 (or sometime thereafter), at which time, Purchaser will acquire substantially all of the Business and all of the Purchased Assets;

WHEREAS, pursuant to the Agreement, Purchaser has agreed to acquire all of the business operations and activities conducted and/or owned, directly or indirectly, by Tyco Tech Limited ("Tyco Tech") in the United Kingdom (the "UK Business") through the purchase of all of the Equity Participations in Tyco Tech (the "Tyco Tech Target Shares");

WHEREAS, Tyco Tech owns certain Equity Participations in the following DBFO projects (each a "UK DBFO" and collectively, the "UK DBFOs") (i) Aberdeen, (ii) Aquatrine, and (iii) Dalriada;

WHEREAS, Purchaser and Sellers desire to amend the Agreement to provide (i) that Purchaser shall pay an amount equal to the Purchase Price allocated to the Tyco Tech Target Shares at the Closing, (ii) the parties will endeavor to obtain the UK Consents (as defined below) after the Closing and effect the transfer of the Tyco Tech Target Shares promptly upon obtaining the UK Consents and (iii) for the ongoing management and support to the UK Business after the Closing while the parties obtain the UK Consents and, if applicable, following the Reorganization (as defined below), until the sale of the Remaining Business (as defined below);

WHEREAS, Section 15.7 of the Agreement provides that amendments may be made to the Agreement by execution of an instrument in writing signed by each of Parent, the Sellers and Purchaser; and

WHEREAS, the parties hereto wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, parties hereto agree as follows:

A G R E E D

The parties hereto hereby agree that notwithstanding anything to the contrary in the Agreement:

1. UK Business.

(a) Delayed Transfer of UK Business. Solely for purposes of the Closing, Purchaser hereby agrees to proceed with Closing notwithstanding that the conditions to Closing set forth in Section 10.2(h) of the Agreement as they relate to obtaining any consents necessary to transfer the economic benefit of the UK DBFOs (collectively, the "UK Consents"), have not been obtained. For the avoidance of doubt, such agreement (i) is not conditioned upon any subsequent event, including without limitation, the consummation of the sales of the Tyco Tech Target Shares and (ii) shall not relieve Parent of its obligation to use commercially reasonable efforts to obtain the UK Consents.

(b) UK Closing and UK Closing Date. The closing of the transaction with respect to the purchase and sale of the UK Business (other than in respect to the payment of the Purchase Price which shall occur on the Closing), or in the event of the Reorganization, the Earth Tech Limited Business (each as defined below), each of which shall be separate from the Closing, shall in each instance, be defined as the "UK Closing" and the date on which such UK Closing finally occurs shall be defined as the "UK Closing Date."

(c) Payment of UK Purchase Price. Purchaser shall be required to deliver to Sellers at the Closing the portion of the Base Purchase Price that relates to the Tyco Tech Target Shares (as set forth on Schedule A attached hereto) (the "UK Purchase Price"), which shall be the consideration payable by the Purchaser (subject to adjustment as set out in this Agreement) for either the Tyco Tech Shares, or the Earth Tech Limited Business as defined in Section 1(h) below; and also subject to adjustment as contemplated by Section 2.6 of the Agreement; *provided, however*, that the Transaction Statement and Post-Closing Statement delivered by Parent to Purchaser in connection with the Closing shall not reflect any cash, cash equivalents or intracompany accounts receivable (evidencing amounts owed to the UK Business by one or more affiliates under the Parent and Sellers' cash pooling arrangements) with respect to the UK Business (the "UK Cash"). For the avoidance of doubt, the Purchase Price shall not be increased at the Closing (or pursuant to Section 2.6 of the Agreement) to reflect the UK Cash on hand in the UK Business at Closing. The UK Purchase Price will be adjusted at the UK Closing to reflect final settlement of the UK Cash in accordance with Section 1(d). Parent estimates that the amount of UK Cash at Closing will be approximately \$30,000,000. On or before August 15, 2008, Parent shall deliver a final statement of the UK Cash as of the Closing (the "UK Cash Statement") to Purchaser setting forth the amount of UK Cash as of the Closing. Purchaser shall notify Parent of its acceptance or dispute of the UK Cash Statement within thirty (30) days of Purchaser's receipt of such statement. In the event of a dispute with respect to the UK Cash Statement, the parties will resolve such dispute in accordance with the Section 2.6(e) of the

Agreement. Subject to Section 3.2 of the Agreement, following the Closing and prior to the UK Closing, Seller and Parent may distribute or transfer the UK Cash from the UK Business; *provided* that Seller and Parent shall be solely responsible for any increased Tax liability incurred by the UK Business in paying or otherwise transferring the UK Cash to Parent (or any of its Affiliates). To the extent any UK Cash remains in the UK Business at the UK Closing, then promptly following the UK Closing, Purchaser shall cooperate with Parent and Sellers to cause such remaining UK Cash to be paid to Parent and Sellers (or any of its Affiliates) less the amount of any Tax liability and expenses incurred by Purchaser or its Affiliates, including the UK Business, in connection with effecting the payment to Parent and Sellers (or any of its Affiliates) of the remaining UK Cash. Parent, Sellers and Purchaser shall cooperate and consult with each other in good faith to cause the distribution of the remaining UK Cash to Parent and Sellers (or any of its Affiliates) in such a manner as to minimize any Tax liability. Sellers shall indemnify Purchaser and its Affiliates against any increased Tax liability and expenses (to the extent not taken into account in the final distribution of the UK Cash) related to the final distribution of the UK Cash.

(d) Adjustment of the UK Purchase Price. In addition to any adjustment to the UK Purchase Price pursuant to Section 2.6 of the Agreement (as modified by Section 1(c)), the UK Purchase Price shall be further adjusted as follows: (i) to the extent Parent and/or Seller makes any required capital contribution to the UK Business prior to the UK Closing and makes such capital contribution, the UK Purchase Price shall be increased by the amount of such contribution (or if any loan is required to be made by Parent and/or Seller to the UK Business prior to the UK Closing, such loan shall be on arms' length basis and with reasonable terms and the Purchaser shall repay or cause the repayment in full of such loan(s) on the UK Closing (such repayment shall not adjust the UK Purchase Price)); and (ii) except to the extent permitted under this Amendment, to the extent any cash or cash equivalents in excess of the UK Cash are distributed or otherwise received by Parent (or any of its Affiliates) or paid to or for any of their respective benefits from the UK Business prior to the UK Closing, the UK Purchase Price shall be reduced at the UK Closing by the amount of such excess (received by Parent or any of its Affiliates) and any Taxes incurred by the UK Business in paying or otherwise distributing the UK Cash to or for the benefit of Parent (or any of its Affiliates); *provided, however*, that, after the UK Closing, Parent shall indemnify Purchaser against all such Taxes to the extent the UK Purchase Price has not previously been reduced with respect thereto in accordance with Section 9.1(a) of the Agreement. Prior to the UK Closing, Parent and Sellers shall deliver to Purchaser a statement containing all items affecting the adjustment to the UK Purchase Price as a result of the items contained in Section 1(d)(i) and (ii) above (the "Preliminary UK Closing Statement"). Within 30 days following the UK Closing, Parent and Sellers shall deliver a final statement containing all items affecting the adjustment to the UK Purchase Price as a result of the items contained in Section 1(d)(i) and (ii) above (the "Final UK Closing Statement"). Purchaser shall notify Parent of its acceptance or dispute of such within thirty (30) days of Purchaser's receipt of the Final UK Closing Statement. In the event of a dispute with respect to the Final UK Closing Statement, the parties will resolve such dispute in accordance with Section 2.6(e) of the Agreement. Parent shall cause the repayment of the loan to the shareholders with respect to the Aberdeen DBFO prior to the UK Closing without any adjustment to the UK Purchase Price.

3

(e) UK Business Working Capital. On the Closing, and in accordance with Section 1(d)(i), Parent shall make a £5,000,000 revolving loan to Earth Tech Engineering Limited and a £500,000 revolving loan to Tyco Tech to be used for working capital.

(f) Share Certificates. Sellers shall deliver to Purchaser on the Closing Date a duly signed and completed stock transfer form made out in favor of Purchaser or its nominee in respect of the Tyco Tech Target Shares, together with the related share certificate(s), but such stock transfer form shall be undated.

(g) Conditions to UK Closing. Purchaser and Seller shall use commercially reasonable efforts and shall cooperate with each other to obtain the UK Consents and effect the transfer of the Tyco Tech Target Shares at the UK Closing.

(h) Purchaser's Conditions to UK Closing. The obligations of Purchaser to purchase the UK Business (or to the extent applicable, the Earth Tech Limited Business) at the UK Closing shall be conditioned upon the consummation, the fulfillment or waiver by Purchaser of the conditions set forth in the following Sections of the Agreement as of the UK Closing Date: Section 10.2(a) (solely with respect to representations and warranties contained in Sections 4.1, 5.1, 5.2, 5.3, 5.10, 6.1 and 6.2 of the Agreement and solely as such representations and warranties relate to the UK Business (or to the extent applicable, the Earth Tech Limited Business, Tyco Tech and the Tyco Tech Target Shares)), Section 10.2(b) solely with respect to the UK business or, to the extent applicable, the Earth Tech Limited Business, Tyco Tech and the Tyco Tech Target Shares, Section 10.2(c) (with such certificates dates as of the UK Closing Date and presented by the applicable Seller with respect to the presentations and warranties contained in Sections 4.1, 5.1, 5.2, 5.3, 5.10, 6.1 and 6.2 of the Agreement), Section 10.2(e) and, Section 10.2(l) solely with respect to the UK Business, or to the extent applicable, the Earth Tech Limited Business, Tyco Tech and the Tyco Tech Target Shares. For the avoidance of doubt, nothing herein shall be deemed to modify the condition set forth in Section 10.2(a) or the definition of Material Adverse Effect as set forth in the Agreement. In the event that the foregoing conditions are not consummated, fulfilled or waived as of the UK Closing Date, and notwithstanding anything contained in this Amendment or in the Agreement to the contrary, Purchaser shall be under no obligation to purchase the UK Business (or to the extent applicable, the Earth Tech Limited Business) and Parent and Sellers shall promptly refund to Purchaser the UK Purchase Price. Except as expressly set forth in this Section 1(h), Purchaser shall not be entitled to a refund of any portion of the UK Purchase Price.

(i) Reorganization of Tyco Tech. If the UK Closing has not occurred within six (6) months after the Closing, or at such earlier time as agreed to by Parent and Purchaser (collectively, the "UK Reorganization Date"):

(i) Sellers shall use commercially reasonable efforts to procure the reorganization of Tyco Tech and its Subsidiaries (the "Reorganization") such that Purchaser will be able to acquire Earth Tech Engineering Limited ("Earth Tech Limited"), a wholly owned subsidiary of Tyco Tech, and any other portions of the UK Business other than the UK DBFOs for which the UK Consents have not been obtained. It is presently intended that such Reorganization shall, unless the Purchaser elects otherwise, include the transfer by Earth Tech Limited to Tyco Tech of all of its Equity Interests in, and any receivables owing from, and the

4

settlement of any liabilities owing to, each of Brey Utilities Limited, Brey Services Limited, Darlriada Water Holdings Limited, Dalriada Water Limited and Dalriada Water Services Limited. The portion of the UK Business purchased by Purchaser (without payment of any additional consideration) following the Reorganization shall be referred to as the "Earth Tech Limited Business";

(ii) Sellers will procure the delivery to Purchaser by Tyco Tech of a duly signed stock transfer form in respect of the entire issued share capital of Earth Tech Limited together with the related share certificate(s), made out in favor of Purchaser or its nominee, or such other stock transfer forms

and certificate(s) as may be necessary to effect the purchase by Purchaser of the Earth Tech Limited Business; and

(iii) Subject to Sellers having complied with their obligations as set out in Section 1(i)(i) and Section 1(i)(ii), Purchaser shall return to Sellers any stock transfer form or share certificates delivered by Sellers to Purchaser in accordance with Section 1.1(d) and Purchaser shall indemnify Sellers against any Tax liability imposed on Sellers by the United Kingdom as the sole and direct result of implementing the Reorganization. Without limiting the Sellers' obligations pursuant to any other provision of this Amendment, Sellers and Purchaser shall cooperate and consult with each other in good faith to implement the Reorganization in such a manner as to minimize any Tax liability of the Sellers, including but not limited to Sellers' provision to Purchaser of information reasonably necessary for Purchaser to evaluate the Tax consequences of the Reorganization to Purchaser and its Affiliates and Sellers, provided, however, that in any event Purchaser may elect for Seller not to effect the Reorganization if the estimated Tax cost to Purchaser and its Affiliates (taking into account Purchaser's indemnification obligations to Sellers in respect of the first sentence of this Section 1(i)(iii)) is greater than US \$5,000,000.

(iv) Following the Reorganization and the acquisition of the Earth Tech Limited Business, Seller shall use commercially reasonable efforts to cooperate with Purchaser to effect a sale of the Remaining Business (being such part of the UK Business that is not included in the Earth Tech Limited Business) following the Reorganization and the proceeds of any such sale or sales, together with any other distributions received by Parent or any of its Affiliates or paid to any of their respective benefits from or relating to such part of the UK business (but excluding Tax refunds relating to pre-Closing periods) shall be for the account of, and paid to, Purchaser, and shall be treated as an adjustment to the UK Purchase Price for tax purposes.

(j) Contingent Obligations. Notwithstanding anything contained in Section 8.8 of the Agreement or in the Guaranty Indemnification Agreement ("GIA") to the contrary, Parent and Sellers agree that Purchaser's obligation to (i) obtain the Replacement Letters of Credit, Bank Guarantees and Surety Bonds related to the UK Business (or to the extent applicable, the Earth Tech Limited Business) pursuant to Section 8.8(a)(1) of the Agreement shall be as of at the UK Closing Date (and not as of the Closing Date) (but the determination with respect to replacing such Letters of Credit, Bank Guarantees and Surety Bonds shall be as of the Closing Date), (ii) use commercially reasonable efforts to replace, terminate or cancel the Letters of Credit, Bank Guarantees and Surety Bonds related to the UK Business (or to the extent applicable, the Earth Tech Limited Business) pursuant to Section 8.8(a)(4) of the Agreement

5

shall be as of the UK Closing Date (and not as of the Closing Date) and (iii) use best efforts to obtain the release of Parent from the Parent Guarantees related to the UK Business (or to the extent applicable, the Earth Tech Limited Business) shall be as of at the UK Closing Date (and not as of the Closing Date) (but the determination of Assumed Obligations and Retained Obligations under the GIA shall be as of the Closing Date). For the avoidance of doubt, (i) this provision only modifies the timing of performance for certain of Purchaser's obligations and (ii) all of Purchaser's other obligations set forth in any of Section 8.8 of the Agreement or in the GIA shall continue to apply in all respects.

(k) Non-U.S. Business Employees. Purchaser shall not be required to employ any of the Business Employees who are employed by Tyco Tech or any of its Subsidiaries and primarily work for the UK Business (the "UK Business Employees") until and commencing on the UK Closing Date.

(l) Tax Matters. The parties hereto agree that references to the "Closing" or the "Closing Date" in ARTICLE IX of the Agreement (Tax Matters) (and in the definitions of defined terms used therein) shall, to the extent related to any portion of the UK Business, including the Tyco Tech Target Shares, be deemed to refer to the "UK Closing" or "UK Closing Date," as the case may be, provided, however, that such references to the "Closing" or the "Closing Date" shall (i) to the extent relating to the Earth Tech Limited Business, be deemed to refer to the UK Closing relating to Purchaser's acquisition of the Earth Tech Limited Business and (ii) to the extent relating to the Remaining Business and Sellers' obligations under Article IX of the Agreement, be deemed to refer to the closing of any sales contemplated by Section 1(i)(iv); *provided, however*, that to the extent any provision of ARTICLE IX of the Agreement (as it relates to the UK Business) conflicts with the agreement of the parties as set forth in this Amendment or in the Company Services Agreement relating thereto, the provisions of this Amendment and the Company Services Agreement relating thereto shall control.

(m) Further Assurances. Notwithstanding anything to the contrary herein, Sellers and Purchaser hereby covenant and agree to use their respective commercially reasonable efforts to cause the UK Closing to occur prior to the UK Reorganization Date, which shall include, without limitation, diligently cooperating with, and assisting each other, to obtain all of the UK Consents. In the event of a Reorganization, then from and after the UK Reorganization Date, the parties agree to use their commercially reasonable efforts, including without limitation, to diligently cooperate with, and assist each other, to cause a sale of the Remaining Business for the benefit of Purchaser and all such proceeds from such sale(s) shall be paid directly to Purchaser.

(n) Designation of Purchaser of UK Business. Purchaser designates its Affiliate, AECOM UK Holdings Ltd., to purchase the UK Business as provided in the Agreement and this Amendment.

(o) Tax Treatment of Indemnification and Other Payments. All indemnification payments made under this Amendment and the payment of any amounts under Section 1(i)(iv) shall be treated as an adjustment to the UK Purchase Price for tax purposes.

6

(p) Elimination of Intercompany Accounts. Prior to the UK Closing, Parent shall use commercially reasonable efforts to cause each intercompany account, other than with respect to accounts relating to the trade of goods and services in the Ordinary Course, existing between Tyco Tech or its Subsidiaries, on one hand, and Parent or any of its Affiliates, on the other hand, to be eliminated by repayment, capital contribution, distribution, creation of an intercompany loan, forgiveness, or any combination of the foregoing, at Parent's sole and absolute discretion; *provided, however*, that no such action shall adversely prejudice Purchaser; *provided, further*, Parent shall be responsible for any Taxes related to the elimination of the intercompany accounts and Parent shall indemnify Purchaser and its Affiliates against all such Taxes.

2. Company Services Agreement. Prior to the Closing, Purchaser and Sellers shall enter into a management services agreement with respect to the management and operation of the UK Business, including the UK DBFOs, following the Closing (the "Company Services Agreement").

(a) The Company Services Agreement shall provide that (i) the management of the UK Business shall be provided by Purchaser, (ii) the benefits and obligations under the Company Services Agreement shall bind Sellers, Purchaser and their Subsidiaries and their successors and permitted assigns (provided that Purchaser may assign its rights under any Company Services Agreement to Kelda Water Services or its Affiliates without the consent of Sellers), and (iii) the Company Services Agreement shall terminate on the UK Closing Date; *provided, however*, in the event of a Reorganization the Company Services Agreement shall continue with respect to the Remaining Business until the later of (A) the closing of the sale or purchase of the Remaining Business to

Purchaser or a third-party after the necessary UK Consents are obtained or (B) the completion of termination of the applicable Contract underlying each of the UK DBFOs not purchased at the UK Closing.

(b) The Company Services Agreement shall provide that between the Closing and the UK Closing (i) Seller shall be responsible for funding any net cash shortfalls of the operation of the UK Business, subject to the adjustment contemplated by Section 1(d), and (ii) Purchaser shall be responsible for directing, supervising, managing and evaluating the UK Business Employees.

(c) The Company Services Agreement shall provide that between the Closing and the UK Closing (i) Sellers shall be responsible for funding any net cash shortfalls of the operation of the UK Business, subject to the adjustment contemplated by Section 1(d) above, by way of an arm's length loan on reasonable commercial terms to Tyco Tech, including providing that Sellers shall make a loan to Earth Tech Limited to cover the cost of subscribing on 30 September 2008 for £7,667,500 of loan notes to be issued by Dalriada Water Holdings Limited (the "Dalriada Loan") (provided, however, that any such funding shall increase the UK Purchase Price and be paid to Seller by Purchaser at the UK Closing or to the extent applicable, at the closing of the sale of the Remaining Business, in accordance with Section 1(d)(ii)), (ii) Sellers shall use commercially reasonable efforts to cause Tyco Tech and each of its Subsidiaries to continue the employment of each of the UK Business Employees, (iii) with respect to the operation of the UK Business, Sellers will use commercially reasonable efforts not to, and will cause their Subsidiaries not to, unless otherwise directed by Purchaser, take any action or fail to

7

take any action set forth in Section 8.1(b) of the Agreement or that would be inconsistent with Section 8.1(a) of the Agreement, (iv) Sellers shall provide for the necessary allocation of personnel, services and other resources to the UK Business as reasonably requested by Purchaser for the day-to-day operation of the UK Business, (v) except as contemplated by this Amendment, Sellers shall not declare or pay distributions or dividends or otherwise distribute any cash generated from the operation of the UK Business from Tyco Tech or its Subsidiaries; *provided, however*, that if any such outflows occur, they shall decrease the UK Purchase Price in accordance with Section 1(d)(ii), and (vi) Seller will maintain all insurance and normal employee benefit plans following the Closing until the UK Closing, or to the extent applicable, the closing of the sale of the Remaining Business.

(d) The Company Services Agreement shall provide that in the event of a Reorganization, the portion of the UK Business not purchased by Purchaser at the UK Closing (the "Remaining Business") (i) will continue to be managed by Purchaser, (ii) will be conducted for the economic benefit of Purchaser, (iii) Purchaser shall be responsible for funding any net cash shortfalls in the Remaining Business and will promptly reimburse Seller for any cash put into the Remaining Business and (iv) Purchaser shall be entitled to receive all cash generated (and all amounts distributed with respect thereto, including upon any liquidation, dissolution, winding up or refinancing) from the operation of the Remaining Business and Parent and Seller will promptly turn over to Purchaser any amounts Parent, Seller or their Affiliates receive with respect to the Remaining Business, except for Tax refunds relating to pre-Closing periods.

(e) The Company Services Agreement shall provide that if, from and after the Closing, any parent guarantee is required from Parent or Sellers in respect of UK Business, the parties shall work together to procure that such parent guarantee is issued by Parent or an acceptable Affiliate and such parent guarantee shall be replaced after the UK Closing or to the extent applicable, at the closing of the sale of the Remaining Business; *provided, however* that such guaranty shall be an Assumed Obligation under the GIA and Sellers shall be indemnified by Purchaser with respect to any such parent guarantee in accordance with Section 8.8 of the Agreement and the GIA.

(f) The Company Services Agreement shall provide that, upon the UK Closing or to the extent applicable, at the closing of the sale of the Remaining Business, the Purchaser shall pay or otherwise reimburse Sellers for any Taxes, losses and reasonable costs incurred by Sellers (including capital contributions) in connection with their ownership of the UK Business (or the Remaining Business) from the date of the Closing until the UK Closing (or following the Reorganization, if any, with the subsequent sale of the Remaining Business) to the extent not already reimbursed or paid for by Purchaser or taken into account in calculating the UK Purchase Price, provided, however, that, for the avoidance of doubt, Purchaser shall have no liability under this Section 2(f) for any Tax, loss or cost to the extent such Tax, loss or cost would have been incurred by Sellers if the UK Closing had occurred at the time of the Closing.

(g) Notwithstanding any provision of this Agreement or the Company Services Agreement, nothing in this Agreement or the Company Services Agreement shall give any beneficial interest in the Tyco Tech Target Shares or any of its subsidiaries to AECOM unless, until and to the extent UK Closing occurs. AECOM shall not be entitled to vote the Tyco

8

Tech Target Shares, nor shall it be entitled to replace any of the directors on the board of any member of the Tyco Tech group of companies.

3. Hungary Restructuring. The parties acknowledge and agree that (A) the receivable owing by Tyco International Holding Sarl, Schaffhausen branch (the "Branch") in the approximate amount of HUF 363,236,820 plus accrued and unpaid interest through the Closing; (B) the receivable owing by the Branch in the approximate amount of EUR 959,679 plus accrued and unpaid interest through the Closing Date and (C) the total amount of cash and cash equivalents, each as reflected on the books of Earth Tech Magyarország Mérnöki Kft (the "Hungarian Current Assets") as of the Closing shall not be included in Estimated Closing Working Capital on the Transaction Statement or the Post-Closing Statement and therefore shall not be included in the Purchase Price at Closing (or taken into account for purposes of any adjustment pursuant to Section 2.6 of the Agreement). Promptly following the Closing, Purchaser shall effect a restructuring of Earth Tech Magyarország Kft (the "Hungary Restructuring") and shall cause the payment to Sellers of an amount equal to (i) the Hungarian Current Assets minus (ii) (x) any Taxes incurred by Purchaser, its Affiliates or any Purchased Company or its Subsidiaries in connection with Hungary Restructuring and such payment of the Hungarian Current Assets and (y) any other expenses reasonably incurred by Purchaser to effect the Hungary Restructuring and such payment of the Hungarian Current Assets (collectively, the "Net Hungarian Current Assets"). Sellers shall cooperate with and assist Purchaser with the Hungary Restructuring and shall indemnify Purchaser and its Affiliates, including any Purchased Company or its Subsidiaries, against any amounts described in (y) of the preceding sentence to the extent not taken into account in determining the Net Hungarian Current Assets, including all fees and expenses of Eversheds and Price Waterhouse Coopers incurred in connection therewith. Sellers and Purchaser shall cooperate and consult with each other in good faith to implement the Hungary Restructuring in such a manner as to minimize any Tax liability of the Sellers, including but not limited to Sellers' provision to Purchaser of information reasonably necessary for Purchaser to evaluate the Tax consequences of the Hungary Restructuring to Purchaser and its Affiliates and Sellers.

4. Mexican Restructuring. Prior to the Closing, Sellers shall effect a restructuring of the Mexican entities in accordance with Schedule B attached hereto (the "Mexican Restructuring"). Upon the consummation of the Mexican Restructuring, neither Purchaser nor Seller shall have any further

obligation or Liability to the other with respect to the transactions contemplated by the Mexican Restructuring, including, without limitation, any Taxes due and owing as a result of the Mexican Restructuring.

5. Melbourne, Australia Lease Consent. Purchaser hereby agrees to proceed with Closing notwithstanding that the condition to Closing set forth in Section 10.2(h) of the Agreement as it relates to obtaining any consents necessary to transfer the lease with respect to the Leased Real Property located at 71 Queens Road, 2, 4, 5, 6, Melbourne, Victoria, Australia may not have been obtained.

6. Working Capital. ARTICLE V of the Agreement is hereby amended by adding a new Section 5.20 as follows:

9

“The cash and cash equivalents included in the Closing Working Capital will have been generated by the Business in the Ordinary Course.”

7. Full Force and Effect. Except as expressly amended or modified hereby, each term, provision, Exhibit and Schedule of the Agreement (i) is hereby ratified and confirmed, (ii) is hereby incorporated herein and (iii) will and does remain in full force and effect.

8. Governing Law. This Amendment will be governed by, and construed in accordance with, the Laws the state of New York, without regard to the principles of choice of Law or conflicts or Law of any jurisdiction.

9. Severability. If any term or other provision of this Amendment is held invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms and provisions of this Amendment will nevertheless remain in full force and effect and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision that effects the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

10. Modification. This Amendment may not be altered, amended or modified in any way except by writing signed by all parties hereto. Waiver of any term or provision of this Amendment or forbearance to enforce any term or provision by any party shall not constitute a waiver as to any subsequent breach or failure of the same term or provision or a waiver of any other term or provision of this Amendment.

11. Counterparts. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which will be deemed to be an original copy of this Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Amendment and of signature pages by facsimile or electronic mail transmission shall constitute effective execution and delivery of this Amendment as to the parties hereto and may be used in lieu of the original Amendment for all purposes.

[SIGNATURE PAGE(S) FOLLOW]

10

IN WITNESS WHEREOF, Parent, Sellers and Purchaser have caused this Amendment No. 2 to Purchase Agreement to be executed as of the date first written above by their respective duly authorized representatives.

PARENT:

TYCO INTERNATIONAL FINANCE S.A.

By: /s/ Enrica Maccarini

Name: Enrica Maccarini

Its: Managing Director

SELLERS:

STRALEN INVESTMENTS LIMITED

By: /s/ Mark P. Armstrong

Name: Mark P. Armstrong

Its: Authorized Signatory

TYCO INTERNATIONAL HOLDING
S.a.r.l.

By: /s/ Enrica Maccarini

Name: Enrica Maccarini

Its: General Manager

TYCO HOLDING XI (DENMARK) ApS

By: /s/ Mark P. Armstrong

Name: Mark P. Armstrong

Its: Authorized Signatory

TYCO ASIA INVESTMENTS LIMITED

By: /s/ Mark P. Armstrong
Name: Mark P. Armstrong
Its: Authorized Signatory

[Signature Page to Amendment No. 2 to Purchase Agreement]

KEYSTONE FRANCE HOLDINGS CORP.

By: /s/ Mark P. Armstrong
Name: Mark P. Armstrong
Its: Authorized Signatory

TYCO SERVICES MALAYSIA SDN.
BHD.

By: /s/ Mark P. Armstrong
Name: Mark P. Armstrong
Its: Authorized Signatory

EARTH TECH DEUTSCHLAND GMBH

By: /s/ Mark P. Armstrong
Name: Mark P. Armstrong
Its: Authorized Signatory

EARTH TECH UMWELTECHNIK
GMBH

By: /s/ Mark P. Armstrong
Name: Mark P. Armstrong
Its: Authorized Signatory

EARTH TECH KLARTECHNIK GMBH

By: /s/ Mark P. Armstrong
Name: Mark P. Armstrong
Its: Authorized Signatory

EARTH TECH ENGINEERING Pty
LIMITED

By: /s/ Mark P. Armstrong
Name: Mark P. Armstrong
Its: Authorized Signatory

[Signature Page to Amendment No. 2 to Purchase Agreement]

EARTH TECH HOLDINGS, INC.

By: /s/ Mark P. Armstrong
Name: Mark P. Armstrong
Its: Authorized Signatory

EARTH TECH HOLDINGS TAC, INC.

By: /s/ Mark P. Armstrong
Name: Mark P. Armstrong
Its: Authorized Signatory

PURCHASER:

AECOM TECHNOLOGY
CORPORATION

By: /s/ Eric Chen
Name: Eric Chen
Its: Senior Vice President Corporate
Finance and General Counsel

[Signature Page to Amendment No. 2 to Purchase Agreement]

SCHEDULE A

TYCO TECH BASE PURCHASE PRICE ALLOCATION

SCHEDULE B

MEXICAN RESTRUCTURING

News Release

Contact: Paul Gennaro
SVP & Chief Communications Officer
212.973.3167
paul.gennaro@aecom.com

For immediate release
NR 08-0703

AECOM completes acquisition of Earth Tech

Two world-class professional technical companies combine

LOS ANGELES (July 28, 2008) — AECOM Technology Corporation (NYSE: ACM), a leading provider of professional technical and management support services for government and commercial clients around the world, announced today that it has completed its acquisition of Earth Tech, Inc., a business unit of Tyco International Ltd. (NYSE: TYC).

Earth Tech provides consulting, engineering and design, build and operate (DBO) services to waste/wastewater, environmental, transportation and facilities clients globally.

With the acquisition of Earth Tech, AECOM increases its global presence, particularly in the Americas, Europe, Australia and Asia. AECOM also significantly strengthens its water and wastewater business, while augmenting its leadership position in the environmental, facilities and transportation sectors.

“We are delighted to welcome Earth Tech into the AECOM family,” said John M. Dionisio, AECOM president and chief executive officer. “This transaction, which expands our workforce to more than 40,000 professionals around the world, enhances our ability to take advantage of the growing business opportunities that exist in our global end markets. We expect this transaction to benefit our clients, employees, and shareholders.”

AECOM has also completed the divestiture of certain Earth Tech businesses that do not align with its strategic plans and core businesses. Concurrent with the close of the purchase of Earth Tech, AECOM divested Earth Tech’s Water & Power Technologies (WPT) and North American Contract Operations (NACO) businesses and its Mexican operations.

The value of the divested WPT, NACO and Mexico assets noted above, along with the value of certain assets that have been carved out of the sale transaction with Tyco, represent a total of \$175 million of the original \$510 million transaction value. There remains approximately \$50 to \$60 million of assets that will be held for sale by AECOM until sale documentation is finalized, all required consents are received and the transactions can be closed.

—more—

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About AECOM

AECOM (NYSE: ACM) is a global provider of professional technical and management support services to a broad range of markets, including transportation, facilities, environmental and energy. With more than 40,000 employees around the world, AECOM is a leader in all of the key markets that it serves. AECOM provides a blend of global reach, local knowledge, innovation, and technical excellence in delivering solutions that enhance and sustain the world’s built, natural, and social environments. AECOM serves clients in more than 100 countries and had revenue of more than \$4.5 billion during the 12-month period ended March 31, 2008. More information on AECOM and its services can be found at www.aecom.com.

Forward-Looking Statements: All statements in this press release other than statements of historical fact are “forward-looking statements” for purposes of federal and state securities laws, including any statements of the plans, strategies and objectives for future operations, including but not limited to contemplated divestitures and associated values, and any statements regarding future economic conditions or performance. Actual results could differ materially from those projected or assumed in any of our forward-looking statements. Important factors that could cause actual results to differ materially from our forward-looking statements are set forth in our quarterly report on Form 10-Q for the fiscal quarter ended March 31, 2008, and our other reports filed with the U.S. Securities and Exchange Commission. AECOM does not intend, and undertakes no obligation, to update any forward-looking statement.

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