

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**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): **March 6, 2014**

**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))

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

(e) AECOM Technology Corporation ("AECOM" or "the Company") entered into a letter agreement with Michael S. Burke (the "Letter Agreement") in connection with Mr. Burke's appointment to the position of Chief Executive Officer of AECOM, effective as of March 6, 2014. Mr. Burke joined AECOM in 2005 and was named Chief Financial Officer in 2006. He was appointed President of AECOM in October 2011.

The Letter Agreement is intended to update the terms and conditions of Mr. Burke's employment with the Company. The Letter Agreement provides for a base salary of \$1.0 million. Per the Letter Agreement, Mr. Burke will continue to participate in the Company's Executive Incentive Plan and will be eligible to earn a target annual cash incentive award equal to 150% of his base salary.

In connection with Mr. Burke's appointment as Chief Executive Officer, he received an additional long-term incentive award with a grant date fair value of \$1.4 million (the "Promotion Award"). The Promotion Award was granted on March 5, 2014, with 60% in the form of performance earnings program ("PEP") units and 40% in the form of restricted stock units ("RSUs").

In addition to the Promotion Award, the Letter Agreement provided for a special award of performance-vested stock options (the "Option Award") which were granted on March 5, 2014. The option grant has an aggregate fair value equal to \$5 million and will vest on the fifth anniversary of the grant date subject to continued employment through such date and the achievement of stock price performance goals as set forth in the Letter Agreement. The Option Award will be forfeited in full in the event of a termination prior to March 5, 2019 for any reason other than death or "total and permanent disablement" (as defined in the Letter Agreement). In the event of a termination prior to March 5, 2019 due to death or "total and permanent disablement", the Option Award will vest at such time based upon the achievement of the stock price performance goals through the date of termination.

The Letter Agreement provides that Mr. Burke will continue to be eligible to participate in such employee benefit plans, programs, policies and arrangements maintained by the Company from time to time for the benefit of its senior executives.

Mr. Burke will continue to participate in the Company's Change in Control Severance Policy (the "CIC Policy"), however, effective as of March 6, 2014, his severance payout multiple under the CIC Policy will be 2.0. In addition to Mr. Burke's participation in the CIC Policy, in the event that his employment is terminated (i) by AECOM for any reason other than "cause" (as defined in the CIC Policy) or his death or disability or (ii) by Mr. Burke for "good reason" (as defined in the CIC Policy), and such termination does not occur within the "protection period" (as defined under the CIC Policy) then, AECOM will pay to Mr. Burke his accrued compensation, a pro rata portion of the annual cash incentive award he would have received for the fiscal year in which employment terminates (based on AECOM's actual performance over the entire year and the number of full months of actual service during such fiscal year) and certain cash payments, COBRA coverage premiums, and vesting of then-outstanding equity awards as described in the Letter Agreement.

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In the event of a termination due to Mr. Burke's retirement, notwithstanding anything to the contrary in an award agreement, Mr. Burke will be entitled to full vesting as if he had remained employed through the end of each applicable vesting period, rather than pro-rated vesting, with respect to the then-unvested portion of outstanding equity awards that were granted on or after March 6, 2014.

Any and all severance payments or benefits provided under the Letter Agreement are contingent upon the execution of a general release.

The foregoing description is not a complete description of the Letter Agreement and is qualified in its entirety by reference to the full text of the Letter Agreement, a copy of which is attached hereto as Exhibit 10.1 and incorporated by reference in this Item 5.02.

**Item 5.07. Submission of Matters to a Vote of Security Holders.**

The Company held its annual meeting of stockholders (the "2014 Annual Meeting") on March 6, 2014. The stockholders considered four proposals, each of which is described in more detail in the Company's definitive proxy statement dated January 24, 2014 and filed with the U.S. Securities and Exchange Commission. Results of votes with respect to the proposals submitted at the 2014 Annual Meeting are set forth below.

**Proposal 1:** Election of three Class III Directors to the Company's Board of Directors to serve until the Company's 2017 annual meeting of stockholders and until the election and qualification of their respective successors:

	FOR	WITHHELD
Michael S. Burke	75,924,607	2,166,173
David W. Joos	75,340,104	2,750,676
Robert J. Routs	72,631,778	5,459,002

**Proposal 2:** Ratification of the appointment of the firm of Ernst & Young LLP as the Company's auditor for the fiscal year ending September 30, 2014:

FOR	AGAINST	ABSTAIN
83,314,197	1,587,349	177,843

**Proposal 3:** Approval, by non-binding vote, of the Company's executive compensation:

FOR	AGAINST	ABSTAIN
67,716,259	10,060,190	314,331

**Proposal 4:** Approval of the amendment of the Company's Certificate of Incorporation to declassify the Board of Directors and provide for annual director elections:

FOR	AGAINST	ABSTAIN
77,821,855	152,903	116,022

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

- 10.1 Letter Agreement, dated as of March 6, 2014, by and among AECOM Technology Corporation and Michael S. Burke.
- 10.2 Form of Special LTI Award Stock Option Terms and Conditions under the 2006 Stock Incentive Plan.

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**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: March 12, 2014

By: /s/ DAVID Y. GAN  
 David Y. Gan  
 Senior Vice President, Assistant General Counsel

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**EXHIBIT INDEX**

**Exhibit**

- 10.1 Letter Agreement, dated as of March 6, 2014, by and among AECOM Technology Corporation and Michael S. Burke.
- 10.2 Form of Special LTI Award Stock Option Terms and Conditions under the 2006 Stock Incentive Plan.

March 6, 2014

Mr. Michael S. Burke  
555 South Flower Street  
Los Angeles, CA 90071

Dear Michael,

This letter is intended to update the terms and conditions of your employment with AECOM Technology Corporation (“AECOM”) in connection with your appointment to the position of Chief Executive Officer of AECOM, effective as of March 6, 2014 (the “Effective Date”).

#### Base Salary

As of the Effective Date, your annual base salary will be \$1,000,000, payable in accordance with AECOM’s payroll practices as in effect from time to time (the “Base Salary”), which Base Salary shall be subject to review by the Compensation/Organization Committee (the “C/O Committee”) of the Board of Directors of AECOM. In addition, as of the Effective Date, your perquisite allowance pursuant to the existing perquisite policy shall be increased to \$40,000 per year.

#### Annual Incentive Award

You will continue to participate in AECOM’s Executive Incentive Plan (or any successor thereto) and will be eligible to earn an annual cash incentive award thereunder. As of the Effective Date, your target annual cash incentive award under the Executive Incentive Plan shall equal 150% of your Base Salary; provided, however, that for the 2014 fiscal year, your target annual cash incentive award shall be prorated such that (a) for the portion of the fiscal year prior to the Effective Date your target annual cash incentive award will be based upon your existing target (110% of base salary immediately prior to the Effective Date) and (b) for the portion of the fiscal year after the Effective Date your target annual cash incentive award will be based upon your new target (150% of Base Salary). Any annual cash incentive award to you shall be subject to the terms and conditions of the Executive Incentive Plan and such other terms and conditions as established by the C/O Committee in its discretion.

#### Long-Term Incentive Award

You will be eligible to receive annual long-term incentive awards in the forms and amounts determined by the C/O Committee in its discretion. In addition, in connection with your election to the position of Chief Executive Officer, you shall be entitled to receive an additional long-term incentive award, which award shall have a value on grant equal to \$1,400,000 (the “Promotion Award”). The Promotion Award was granted to you on March 5, 2014 and will be provided 60% in the form of performance earnings program (“PEP”) units and 40% in the form of restricted stock units (“RSUs”), which awards, in each case, shall be subject to the terms and conditions of the AECOM Technology Corporation 2006 Stock Incentive Plan (the “2006 SIP”) and forms of award agreement used in connection therewith for performanceearnings program awards and restricted stock unit awards granted to you on November 20, 2013 (your PEP14 and RSU14 awards, respectively).

#### Special Long-Term Incentive Award

In addition to the Promotion Grant, in connection with your election to the position of Chief Executive Officer you shall receive a special, one-time award of performance-vested stock options (the “Special LTI Award”). The Special LTI Award was granted to you on March 5, 2014 (the “Grant Date”) in the form of an option to acquire shares of AECOM common stock having an aggregate fair value equal to \$5,000,000 (equivalent to 638,570 shares) based upon the closing price of AECOM’s common stock on the Grant Date and at an exercise price per share equal to the closing price of AECOM’s common stock on the Grant Date. The Special LTI Award, which will have a ten-year life from the Grant Date, will vest on the fifth anniversary of the Grant Date subject to: (1) your continued employment with AECOM through such vesting date and (2) the achievement of the stock price performance goals described herein. The Special LTI Award becomes eligible to vest the first time the trailing 20-day average closing price of AECOM’s common stock equals or exceeds the following stock price performance hurdles (with such performance hurdles to be subject to adjustment in accordance with Section 12 of the 2006 SIP):

<b>Stock Price Hurdle (equals or exceeds)</b>	<b>% Eligible to Vest</b>
Exercise Price plus \$2.50	10%
Exercise Price plus \$5.00	20%
Exercise Price plus \$7.50	30%
Exercise Price plus \$10.00	40%
Exercise Price plus \$12.50	50%
Exercise Price plus \$15.00	60%
Exercise Price plus \$17.50	70%
Exercise Price plus \$20.00	80%
Exercise Price plus \$22.50	90%
Exercise Price plus \$25.00	100%

Notwithstanding anything herein to the contrary, the Special LTI Award will be forfeited in full in the event that your employment with AECOM terminates prior to the fifth anniversary of the Grant Date for any reason other than your death or Total and Permanent Disablement (as defined in this letter agreement). In the event of the termination of your employment with AECOM prior

to the fifth anniversary of the Grant Date as a result of your death or Total and Permanent Disablement, the Special LTI Award shall be eligible to vest at that time based upon the achievement of the stock price performance goals through the date of termination of employment. The remaining unvested portion of the Special LTI Award is forfeited upon termination.

#### Employee Benefits and Perquisites

You will continue to be eligible to participate in such employee benefit plans, programs, policies and arrangements maintained by AECOM from time to time for the benefit of its senior executives generally, subject to the terms and conditions thereof as in effect from time to time. These programs are subject to change in accordance with the terms thereof.

#### Severance

You will continue to participate in the AECOM Technology Corporation Change in Control Severance Policy (the "CIC Policy") in accordance with the terms and conditions thereof, however, effective as of the Effective Date, your severance payment multiple under the CIC Policy shall be 2.0.

Your employment status with AECOM remains employment "at will". However, in addition to your participation in the CIC Policy, in the event that your employment with AECOM is terminated (i) by AECOM for any reason other than Cause (as defined in the CIC Policy) or your death or disability or (ii) by you for Good Reason (as defined in the CIC Policy), and such termination does not occur within the Protection Period (as defined under the CIC Policy or any successor thereto) then, AECOM will pay to you your Accrued Compensation (as defined below), payable within 30 days after your termination (with the payment date during such 30 day period to be determined by AECOM in its sole discretion), a pro rata portion of the annual cash incentive award you would have received for the fiscal year in which your employment terminates (based on AECOM's actual performance over the entire year and the number of full months of your actual service to AECOM during such fiscal year), which pro rata portion will be payable to you at the same time bonuses are paid to executives generally for the applicable fiscal year, and:

(1) AECOM will pay to you a lump sum cash payment equal to two (2) times the sum of your Base Salary plus the average annual cash incentive award you earned for the three fiscal years preceding the fiscal year in which such termination occurs, payable within 30 days after your termination (with the payment date during such 30 day period to be determined by AECOM in its sole discretion);

(2) for up to twenty-four (24) months after such termination, to the extent you and/or your covered dependent(s) continue to participate in AECOM's group health plan(s) pursuant to COBRA after your termination of employment and to the extent permitted by applicable law, AECOM will provide reimbursement of COBRA coverage premiums paid by you and your covered dependent(s) so that you and your covered dependent(s) enjoy coverage at the same benefit level and to the same extent and for the same effective contribution, if any, as participation is available to other executive officers of AECOM;

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(3) if such termination of employment occurs prior to the third anniversary of the Effective Date, (a) your then-outstanding PEP awards will remain outstanding and continue to be eligible to vest in accordance with their existing terms (and as if you remained employed and based on actual performance through the end of the applicable performance period), but only with respect to the portions of awards for which the performance period has either been completed prior to such termination of employment or will be completed at the end of the fiscal year in which such termination of employment occurs; (b) your unearned PEP awards (or portions thereof) for which the performance period is scheduled to end after the fiscal year in which such termination of employment occurs shall be forfeited immediately upon such termination of employment; (c) the vesting of the Applicable Portion (as defined below) of your outstanding and unvested time-based RSUs shall accelerate upon such termination of employment, with any remaining unvested time-based RSUs immediately forfeited; (d) your Special LTI Award shall be immediately forfeited and (e) all other outstanding equity-based compensation awards shall be treated as set forth in the applicable award agreements; and

(4) if such termination of employment occurs on or after the third anniversary of the Effective Date, (a) your then-outstanding PEP awards will remain outstanding and continue to be eligible to vest in accordance with their existing terms (and as if you remained employed and based on actual performance through the end of the applicable performance period); (b) the vesting of 100% of your outstanding and unvested time-based RSUs shall accelerate upon such termination of employment; (c) your Special LTI Award, to the extent then unvested, shall be immediately forfeited and (d) all other outstanding equity-based compensation awards shall be treated as set forth in the applicable award agreements.

For purposes of paragraph (3)(c) and 4(c) above, the "Applicable Portion" means the following: (i) if your termination of employment occurs within 12 months following the grant date of an RSU award, one-third of the number of shares subject to such award; (ii) if your termination of employment occurs between 12 and 24 months following the grant date of an RSU award, two-thirds of the number of shares subject to such award and (iii) if your termination of employment occurs more than 24 months following the grant date of an RSU award, 100% of the number of shares subject to such award.

In the event that your employment is terminated by AECOM for Cause, by you without Good Reason, upon your Retirement or as a result of your death or disability, you will not be entitled to the severance compensation described above, but instead will only be entitled to payment of the Accrued Compensation through the date your employment terminates, payable within 30 days after your termination (with the payment date during such 30 day period to be determined by AECOM in its sole discretion), and your outstanding PEP and RSU awards shall be treated as set forth in the applicable award agreements; provided, however, that, notwithstanding anything in such award agreements to the contrary, in the event of a termination as a result of your Retirement, you shall be entitled to full vesting as if you had remained employed through the end of each applicable vesting period, rather than pro-rated vesting, with respect to the then unvested portion of your then outstanding equity awards that were granted to you on or after the Effective Date (which awards will, in all events, remain subject to any performance-based vesting criteria to which such awards are subject in accordance with the terms of such award agreements). In addition, notwithstanding anything in any award agreement to the contrary, for all purposes under any equity-based compensation awards granted to you on

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or after the Effective Date, (i) the term "Retirement" shall mean (x) your resignation without Good Reason after attaining the age of 60 or (y) your resignation at any time if the Board determines, in its sole discretion, that an adequate succession is in place and you and the Board mutually agree that your separation

from service is in the best interests of AECOM, and (ii) the term "Total and Permanent Disablement" shall mean (as determined by the Compensation/Organization Committee of the Board) your inability to perform the duties of your position of employment by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 6 months; provided, however, that with respect to the payment (but not vesting) of any amounts that would be considered deferred compensation for purposes of Section 409A of the Code and for which payment is triggered as a result of your Total and Permanent Disablement, such payment will only be triggered to the extent permissible at that time under Section 409A without the imposition of any additional or penalty taxes under Section 409A.

Notwithstanding anything in this letter to the contrary, other than the payment of the Accrued Compensation through the date of termination of your employment, you shall not be entitled to any severance payments or benefits hereunder unless and until you execute and deliver to AECOM, within twenty-one (21) days of the date of termination of your employment, a unilateral general release of all known and unknown claims against AECOM and its officers, directors, employees, agents and affiliates in a form acceptable to AECOM, and such release becomes fully effective and irrevocable under applicable law. In addition, promptly following any termination of your employment (other than by reason of your death), you will deliver to AECOM reasonably satisfactory written evidence of your resignation from all positions that you may then hold as an employee or officer of AECOM or any affiliate.

For purposes of this letter "Accrued Compensation" means, as of any date, the amount of any unpaid Base Salary earned by you through the date of the termination of your employment, any annual cash incentive award earned by you, but not yet paid, for the most recently completed fiscal year prior to the termination of your employment and your accrued and unpaid paid time off as of the date of termination of your employment.

Clawback Policy

As an executive officer of AECOM, you hereby acknowledge and agree that you will continue to be subject to the terms and conditions of the AECOM Technology Corporation Clawback Policy, as in effect from time to time, a current copy of which has already been provided to you.

Section 409A Compliance

This letter is intended to comply with the requirements of Section 409A of the Code and the regulations and guidance promulgated thereunder ("Section 409A") or an exemption from Section 409A. Each payment under this letter shall be treated as a separate payment for purposes of Section 409A. A termination of employment shall not be deemed to have occurred for purposes of any provision of this letter providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a "separation

from service" within the meaning of Section 409A and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service." Notwithstanding anything herein to the contrary, in the event that you are a "specified employee" within the meaning of that term under Section 409A(a)(2)(B) of the Code, then with regard to any payment or the provision of any benefit (whether under this letter or otherwise) that is considered deferred compensation under Section 409A payable on account of a "separation from service," and that is not exempt from Section 409A as involuntary separation pay or a short-term deferral (or otherwise), to the extent necessary to avoid the imposition of excise taxes under Section 409A, such payment or benefit shall be made or provided at the date which is the earlier of (a) the expiration of the six (6)-month period measured from the date of such "separation from service" or (b) the date of your death (the "Delay Period"). Upon the expiration of the Delay Period, all payments and benefits delayed pursuant to this paragraph (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to you in a lump sum without interest, and any remaining payments and benefits due under this letter shall be paid or provided in accordance with the normal payment dates specified for them herein. With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A, all such payments shall be made on or before the last day of calendar year following the calendar year in which the expense occurred.

Withholding

All amounts payable to you hereunder will be subject to customary tax and other withholdings.

Acceptance

Upon your acceptance of this offer of continued employment, please acknowledge your agreement with the terms set forth in this letter by signing in the designated space below. A copy of this letter is enclosed for your records.

Sincerely,

/s/ John M. Dionisio

John M. Dionisio  
Executive Chairman

ACCEPTED:

/s/ Michael S. Burke

Michael S. Burke

March 10, 2014

Date

**AECOM TECHNOLOGY CORPORATION  
TERMS AND CONDITIONS FOR  
SPECIAL LTI AWARD STOCK OPTION**

These Terms and Conditions apply to that certain Option granted to the Chief Executive Officer of the Company on March 5, 2014 (the "Grant Date") under the AECOM Technology Corporation 2006 Stock Incentive Plan which are evidenced by a Grant Agreement or an action of the Administrator that specifically refers to these Terms and Conditions.

1. TERMS OF OPTION

AECOM Technology Corporation, a Delaware corporation (the "Company"), has granted to the Optionee named in the Grant Agreement provided to said Optionee herewith (the "Grant Agreement") a non-qualified stock option (the "Option") to purchase up to 638,570 shares of the Company's Common Stock, \$0.01 par value per share (the "Common Stock"), at the purchase price per share of \$31.62 (the "Exercise Price"), and upon the other terms and subject to the conditions set forth in the Grant Agreement, these Terms and Conditions (as amended from time to time, and including Attachment A hereto), the Plan specified in the Grant Agreement (the "Plan"), and that certain letter agreement between the Company and the Optionee that references this Option. For purposes of these Terms and Conditions and the Grant Agreement, 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 Grant Agreement. After the Grant Date, to the extent not previously exercised, and subject to termination or acceleration as provided in these Terms and Conditions and the Plan, the Option shall be exercisable to the extent it becomes vested, as described in the Grant Agreement and Attachment A hereto, to purchase up to that number of shares of Common Stock as set forth in the Grant Agreement 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

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

The Exercise Price of the Option is set forth in the Grant Agreement. 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 by delivery of a personal check. In addition, the Exercise Price may also 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 Grant Agreement. 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-

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time basis is not considered a “termination of employment,” (ii) the Administrator may 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 death, Total and Permanent Disablement or 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 Optionee 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 but in no event will the one (1) year period go beyond the Expiration Date set forth in the Grant Agreement.
- B. Upon the date of a termination of employment by the Company due to the Optionee’s death or Total and Permanent Disablement, the Option will immediately vest as if the Optionee had remained employed through the Vesting Date but based on the Company’s actual performance through the date of the Optionee’s termination of employment relative to the performance-based vesting criteria set forth on Attachment A and (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 or becomes exercisable as of the date of termination shall remain exercisable by the Optionee (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 but in no event will the one (1) year period go beyond the Expiration Date set forth in the Grant Agreement.
- C. Upon the date of the 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.

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## 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 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.

## 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



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 Terms and Conditions by this reference. Capitalized terms not otherwise defined herein are defined in the Plan.

The Grant Agreement, these Terms and Conditions (including Attachment A hereto) 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 Grant Agreement or these 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 Grant Agreement, these 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 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 3<sup>rd</sup> 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 Grant Agreement.

11. GENERAL

In the event that any provision of these 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 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 Terms and Conditions, nor shall they affect its meaning, construction or effect.

These 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 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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**Attachment A**

Notwithstanding anything to the contrary in the Terms and Conditions and/or Grant Agreement relating to your award of options (the "Award"), your Award shall vest on the fifth anniversary of the Grant Date (the "Vesting Date") subject to: (1) your continued employment with the Company through such Vesting Date and (2) the achievement of the stock price performance goals described herein. No additional vesting will occur subsequent to the fifth anniversary of the Grant Date. The Award will become eligible to vest the first time the trailing 20-day average closing price of Company's Common Stock equals or exceeds the following stock price performance hurdles.

**Stock Price Hurdle  
(equals or exceeds)**

**% Eligible to Vest**

Exercise Price plus \$2.50	10%
Exercise Price plus \$5.00	20%
Exercise Price plus \$7.50	30%
Exercise Price plus \$10.00	40%
Exercise Price plus \$12.50	50%
Exercise Price plus \$15.00	60%
Exercise Price plus \$17.50	70%
Exercise Price plus \$20.00	80%
Exercise Price plus \$22.50	90%
Exercise Price plus \$25.00	100%

The stock price performance goals ensure direct alignment with the interest of our shareholders, achieving various all time high stock prices over a five year period. For the avoidance of doubt, once a stock price performance hurdle has been achieved, the corresponding portion of the Award will be eligible to vest on the Vesting Date without regard to any future changes in the Company's stock price after the date of such achievement.