

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): **December 17, 2012**

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-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

(e) Executive Deferred Compensation Plan

On December 17, 2012, the Compensation/Organization Committee (the "Committee") of the Board of Directors of AECOM Technology Corporation ("AECOM") approved the AECOM Technology Corporation Executive Deferred Compensation Plan (the "DCP"), which is a defined contribution nonqualified deferred compensation plan. The DCP will become effective February 1, 2013.

The DCP will enable select U.S. non-employee directors and highly compensated employees of AECOM, including all of AECOM's named executive officers, to defer receipt of certain compensation. Eligible participants may elect to defer a percentage of their base salary, director fees, and/or bonus compensation, as applicable, to accounts maintained under the DCP. AECOM may, in its sole discretion, provide additional contributions to the DCP on behalf of participants.

The DCP permits participants to elect to receive distributions commencing after their separation from service in either a lump sum cash payment or annual installments of 5 or 10 years. Alternatively, participants may elect to receive distributions under the Plan at a specified date (selected at the time of the deferral), which may be prior to their separation from service. Participants may also be permitted to withdraw their vested account balance in the event of an unforeseeable financial emergency.

New and Amended Restricted Stock Unit Standard Terms and Conditions

On December 17, 2012, the Committee also approved a new form of restricted stock unit ("RSU") standard terms and conditions to be used in connection with RSU awards made under the AECOM Technology Corporation Amended and Restated 2006 Stock Incentive Plan (the "2006 Plan"). The Committee also amended the existing RSU standard terms and conditions for all outstanding RSU awards under the 2006 Plan, except those granted to Australian employees.

The new and amended RSU standard terms and conditions will be used with awards made to all executive officers, including all of the named executive officers, and provide for pro-rata vesting of certain RSU awards made under the 2006 Plan upon a participant's retirement from active employment with AECOM at age 65 or between the ages of 60 and 65 with management approval. In order to receive pro-rata vesting, the award recipient must meet or exceed expectations with respect to his or her individual performance, execute a general release of all claims, and abide by a non-solicitation and/or non-competition agreement in a form provided by the Committee. The pro-rata vesting will be based upon the number of months in the award's vesting period and the number of whole months from the beginning of the vesting period through the recipient's date of retirement.

The foregoing descriptions of the DCP and the new and amended RSU standard terms and conditions are qualified in their entirety by reference to the copies of such documents attached hereto as Exhibits 10.1 and 10.2, respectively, and are hereby incorporated by reference in this Item 5.02.

2

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

- 10.1 AECOM Technology Corporation Executive Deferred Compensation Plan.
- 10.2 Form of New and Amended Restricted Stock Unit Standard Terms and Conditions under 2006 Stock Incentive Plan.

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: December 21, 2012

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

4

EXHIBIT INDEX

Exhibit

- 10.1 AECOM Technology Corporation Executive Deferred Compensation Plan.
- 10.2 Form of Restricted Stock Unit Standard Terms and Conditions under 2006 Stock Incentive Plan.

5

AECOM TECHNOLOGY CORPORATION
EXECUTIVE DEFERRED COMPENSATION PLAN

i

**AECOM TECHNOLOGY CORPORATION
EXECUTIVE DEFERRED COMPENSATION PLAN**

PREAMBLE

WHEREAS, AECOM Technology Corporation desires to establish a deferred compensation plan for Eligible Participants; and

WHEREAS, the Company desires that the plan comply with Section 409A of the Code.

NOW, THEREFORE, the Company hereby establishes the AECOM Technology Corporation Executive Deferred Compensation Plan, effective February 1, 2013, as follows:

ARTICLE I

INTRODUCTION

1.1. **Name**. The name of the Plan is the AECOM Technology Corporation Executive Deferred Compensation Plan.

1.2. **Purpose**. The purpose of the Plan is to make available to Eligible Participants a nonqualified, deferred compensation program that meets the requirements of Section 409A of the Code for amounts subject to the provisions thereof. The Plan is not, and is not intended to be, a qualified plan for income tax and/ ERISA purposes. The Company acknowledges that the Plan is an “employee pension benefit plan” within the meaning of Section 3(2) of ERISA, as amended from time to time. The Plan is intended to be an unfunded plan maintained “primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees” which is eligible for the exemptions applicable to such plans under Title I of ERISA.

1.3. **Effective Date**. The effective date of the Plan, is February 1, 2013.

ARTICLE II

DEFINITIONS

2.1. **Accounts**. The notional accounts described in Sections 4.1 and 5.1.

2.2. **Administrative Committee**. The Administrative Committee as described in Section 9.5.

2.3. **Affiliate**. Any affiliate of the Company as determined by the Board.

2.4. **Annual Account**. An amount equal to the following: (a) The sum of the Participant’s Annual Deferral Amount and Discretionary Employer Contribution Amount for a Plan Year, plus (b) any amounts credited or debited to such amounts pursuant to this Plan, less (c) any portion of such amounts which has been distributed to the Participant or his or her beneficiary pursuant to this Plan.

2.5. **Annual Deferral Amount**. That portion of a Participant’s Base Salary, Bonus and Director Fees, as applicable, earned for a Plan Year that a Participant defers in accordance with Article IV for a Plan Year.

2.6. **Base Salary**. A Participant’s annual base compensation payable by an Employer for services performed during a calendar year. Base Salary shall not include distributions from a nonqualified plan, bonus and incentive payments, overtime, stock options, restricted stock units and other equity compensation grants, relocation expenses, non-monetary awards, director and other fees, fringe benefits, expense reimbursements and automobile and other allowances (or such other or different items as may be established by the Administrative Committee, in its sole discretion, prior to the Plan Year). Base Salary shall be calculated before reduction for compensation voluntarily deferred or contributed by the Participant under all qualified or nonqualified plans of any Employer and shall be calculated to include amounts not otherwise included in the Participant’s gross income under Code Sections 125, 402(e)(3) or 402(h).

2.7. **Board**. The Company’s Board of Directors.

2.8. **Bonus**. Any compensation, in addition to Base Salary, payable to a Participant who is an Employee under (a) any cash-based annual incentive plan maintained by an Employer; or (b) such other or different bonus or incentive arrangements as may be provided by the Administrative Committee in its sole discretion in the applicable deferral election forms for the year.

2.9. Change in Control. The consummation of the first to occur of:

(a) except pursuant to the exception applicable to clause (iii) below, any “person” (as such term is used in sections 13(d) and 14(d) of the Exchange Act) becomes the “beneficial owner” (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the total voting power represented by the Company’s then outstanding voting securities;

(b) except pursuant to the exception applicable to clause (c) below, a change in the composition of the Board occurring within a one-year period, as a result of which fewer than a majority of the directors are Incumbent Directors;

(c) the consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation in which the holders of the Company’s outstanding voting securities immediately prior to such merger or consolidation receive, in exchange for their voting securities of the Company in consummation of such merger or consolidation, securities possessing at least fifty percent (50%) of the total voting power represented by the outstanding voting securities of the surviving entity (or ultimate parent thereof) immediately after such merger or consolidation; or

(d) the consummation of the sale, lease or other disposition by the Company of all or substantially all the Company’s assets.

2.10. Code. The Internal Revenue Code of 1986, as amended from time to time and any regulations thereunder.

2.11. Company. AECOM Technology Corporation and any successor to such company whether by merger, consolidation, liquidation or otherwise.

3

2.12. Director. A person who is a member of the Board.

2.13. Director Fees. Any director’s fees, meeting fees retainers or other fees payable in cash that a Non-Employee Director is entitled to receive from the Company for services performed during a calendar year.

2.14. Discretionary Employer Contribution Account. The notational account established on an Employer’s books and records under Section 5.1.

2.15. Discretionary Employer Contribution Amount. The amount, if any, credited to a Participant in accordance with Article V.

2.16. Eligible Participant. An Employee or Non-Employee Director who is eligible to participate in the Plan as provided in Section 3.1.

2.17. Employee. Any management or highly compensated employee of an Employer who is employed in the United States.

2.18. Employer. The (a) Company and (b) any Affiliate designated by the Board or its Compensation Committee as participating in the Plan (and any successor to such Affiliate whether by merger, consolidation, liquidation or otherwise).

2.19. ERISA. The Employee Retirement Income Security Act of 1974, as amended from time to time.

2.20. Incumbent Directors. Directors who either (i) are members of the Board as of the Effective Date, or (ii) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination, but will not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to the Board.

2.21. Investment Crediting Rate. The interest rate selected by the Administrative Committee, in its sole discretion and on an annual basis, for the purpose of crediting interest earnings to Participant Accounts, which shall initially be the Prime Rate in effect at the beginning of the applicable Plan Year. The Administrative Committee may, in its sole discretion, change the applicable Investment Crediting Rate at any time.

4

2.22. Investment Fund. Any investment fund(s) (such as a mutual fund) or indices selected by the Administrative Committee, in its sole discretion, for the purpose of crediting or debiting investment gain or loss to Participant Accounts. The Administrative Committee may, in its sole discretion, change, delete or add to the Investment Funds available under the Plan at any time.

2.23. Non-Employee Director. Any Director who is not an Employee.

2.24. Participant. Any (a) Eligible Participant who is participating in the Plan in accordance with Section 3.2, and (b) Employee, Non-Employee Director, former Employee or Non-Employee Director who has a balance in an Account hereunder.

2.25. Participant Deferral Account. The notational account established on an Employer’s books and records under Section 4.1.

2.26. Performance-Based Compensation. Compensation the entitlement to or amount of which is contingent on the satisfaction of pre-established organizational or individual performance criteria relating to a performance period of at least 12 consecutive months, as determined by the Administrative Committee in accordance with Treas. Reg. Section 1.409A-1(e).

2.27. Plan. The AECOM Technology Corporation Executive Deferred Compensation Plan, as amended from time to time.

2.28. Plan Year. For purposes of administering the Plan, the Plan Year is determined on a calendar-year basis. Furthermore, the Initial Plan Year is the partial Plan Year in which the Plan was established, running from the Effective Date until December 31, 2013.

2.29. Qualified Plan. Any plan established by the Company which is intended to satisfy the requirements of Internal Revenue Code Section 401 (et seq.).

5

2.30. Separation from Service. The severing of an individual's employment or service with the Employer and all affiliates (within the meaning of Treas. Reg. Section 1.409A-1(h)(3)) for any reason other than death, as determined by the Administrative Committee in accordance with Treas. Reg. Section 1.409A-1(h) and any other applicable provisions of the regulations. In determining whether a Participant has experienced a Separation from Service, the following rules shall apply:

(a) A Participant shall be considered to have experienced a Separation from Service when the facts and circumstances indicate that the Participant and his or her Employer reasonably anticipate that either (i) no further services will be performed for the Employer after a certain date, or (ii) that the level of bona fide services the Participant will perform for the Employer after such date (whether as an Employee or as an independent contractor) will permanently decrease to no more than twenty percent (20%) of the average level of bona fide services performed by such Participant (whether as an Employee or an independent contractor) over the immediately preceding thirty-six (36) month period (or the full period of services to the Employer if the Participant has been providing services to the Employer less than thirty-six (36) months).

(b) If a Participant is on military leave, maternity leave, sick leave, or other bona fide leave of absence (as provided for under Company policy), the employment or service relationship between the Participant and the Employer shall be treated as continuing intact, provided that the period of such leave does not exceed six (6) months, or if longer, for such period as the Participant retains a right to reemployment with the Employer under an applicable statute or by contract. If the period of leave exceeds six (6) months and the Participant does not retain a right to reemployment under an applicable statute or by contract, the employment relationship shall be considered to be terminated for purposes of this Plan as of the first day immediately following the end of such six (6) month period. In applying the provisions of this paragraph, a leave of absence shall be considered a bona fide leave of absence only if there is a reasonable expectation that the Participant will return to perform services for the Employer.

2.31. Specified Employee. Any Participant who is a "specified employee" (as such term is defined under Code Section 409A) of the Company. The "identification date" (as defined under Code Section 409A) for purposes of identifying Specified Employees shall be December 31 of each calendar year. Individuals identified on any identification date shall be Specified Employees as of April 1 of the calendar year following the year of the identification date.

6

2.32. Spouse. The person who by law is legally married to a Participant on the date of determination.

2.33. Trust. The employer grantor trust established, or to be established (pursuant to Section 6.2), by the Company or any Employer to which funds will be transferred in accordance with Section 6.1. Such trust shall be subject to the claims of each Employer's creditors as provided under the terms of the trust agreement.

2.34. Unforeseeable Financial Emergency. A severe financial hardship of the Participant resulting from (a) an illness or accident of the Participant, the Participant's Spouse, the Participant's beneficiary or the Participant's dependent (as defined in Code Section 152 without regard to paragraphs (b)(1), (b)(2) and (d)(1)(b) thereof), (b) a loss of the Participant's property due to casualty, or (c) such other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant, all as determined by the Administrative Committee, consistent with Code Section 409A and any regulations or other guidance thereunder, based on the relevant facts and circumstances.

2.35. Valuation Date. The last day of each Plan Year and such other dates as may be established by the Administrative Committee in its sole discretion.

ARTICLE III

PARTICIPATION

3.1. Eligibility. Any Employee who has been designated by the Administrative Committee as eligible to participate under this Plan and each Non-Employee Director may elect to become a Participant as provided in Section 3.2.

3.2. Participation. An Eligible Participant shall, to the extent consistent with Code Section 409A, commence participation as of the first day of the Plan Year (or such other date designated by the Company) following the date such individual becomes an Eligible Participant; provided that an Eligible Participant shall not become a Participant hereunder until the Eligible Participant has met all enrollment requirements as may be established by the Administrative Committee in its sole discretion consistent with Code Section 409A.

7

ARTICLE IV

PARTICIPANT DEFERRALS

4.1. Elective Deferrals. Any Eligible Participant may elect to defer each Plan Year, as his or her Annual Deferral Amount, the receipt of such percentage or amount as may be established by the Administrative Committee in its sole discretion of his or her Base Salary or Director Fees, as applicable, earned during the year and Bonus earned in respect of that year regardless of when such amounts are payable (less any required tax or other withholdings as provided in the applicable election form). Such election shall be made in whole percentages (or as otherwise permitted by the Administrative Committee in

its sole discretion). Any Base Salary, Bonus or Director Fees deferred under this Section 4.1 shall be credited on the books and records of the Employer in a notational Participant Deferral Account maintained in the name of the Eligible Participant.

4.2. Election To Defer Compensation.

(a) In the Initial Plan Year, an Eligible Participant may make an election to defer Base Salary, Bonus and/or Director Fees, in each case attributable to services to be performed after such election, within thirty (30) days of the Effective Date of the Plan.

(b) For Plan Years following the Initial Plan Year, Participant's election to defer Base Salary, Bonus or Director Fees for a Plan Year shall be submitted prior to January 1 of the Plan Year in which such amounts are first earned (or at such earlier time as may be established by the Administrative Committee in its sole discretion).

(c) Notwithstanding subsection (a) and (b) above, the Administrative Committee may, in its sole discretion, permit a newly Eligible Participant (to the extent permitted under Code Section 409A and any regulations thereunder) to submit his or her election for the year in which the Eligible Participant first becomes eligible to participate in the Plan within thirty (30) days after the date on which he or she first became so eligible (or at such earlier time as may be established by the Administrative Committee in its sole discretion) with respect to compensation paid for services to be performed after the election. Such election shall become effective as of the first pay period after the date on which the election form is submitted to the Administrative Committee.

8

(d) Notwithstanding subsection (a) and (b) above, the Administrative Committee may, in its sole discretion, permit an Eligible Participant (to the extent permitted under Code Section 409A and any regulations thereunder) to submit an election to defer any Bonus which qualifies as Performance-Based Compensation no later than six (6) months before the end of the performance period (or at such earlier time as may be established by the Administrative Committee in its sole discretion). To be eligible to make such a deferral election, the Eligible Participant must have continuously performed services for the Employer from the later of (1) the beginning of the performance period, or (2) the date upon which the performance criteria for such compensation are established, through the date upon which the Eligible Participant makes the deferral election for such compensation. In no event shall a deferral election submitted under this Section 4.2(d) be permitted to apply to any amount of Performance-Based Compensation that has become readily ascertainable (within the meaning of Treas. Reg. Section 1.409A-2(a)(8)).

(e) All elections made in accordance with this Section shall be irrevocable as of the last date such election may be made (or such earlier date as may be established by the Administrative Committee in its sole discretion).

(f) Notwithstanding subsection (e) above,

(i) the deferral election of a Participant who is determined by the Administrative Committee to be suffering from a disability (within the meaning of Treas. Reg. Section 1.409A-3(j)(4)(xii)) shall, to the extent provided by the Administrative Committee in its sole discretion consistent with Treas. Reg. Section 1.409A-3(j)(4)(xii), be cancelled for the remainder of the Plan Year during which the Participant first suffers the disability; and

(ii) the deferral election of a Participant who has experienced an Unforeseeable Financial Emergency shall, to the extent provided by the Administrative Committee in its sole discretion consistent with Treas. Reg. Section 1.409A-3(j)(4)(viii), be cancelled for the remainder of the Plan Year during which the Participant first experienced the Unforeseeable Financial Emergency.

9

To the extent permitted under Treas. Reg. Section 1.409A-3(j)(4)(viii), a Participant's deferral elections under this Plan shall also be cancelled if the Administrative Committee determines that such action is necessary for the Participant to obtain a hardship distribution from a Qualified Plan pursuant to Treas. Reg. Section 1.401(k)-1(d)(3).

4.3. Withholding and Crediting of Annual Deferral Amounts. For each Plan Year, any elected deferral of Base Salary or Director Fees shall be withheld in equal amounts from each payment thereof which is made during the year, as adjusted from time to time for increases or decreases in Base Salary or Director Fees. Any deferral of a Bonus shall be withheld at the time the Bonus is otherwise payable to the Participant. These amounts shall be treated as the Participant's Annual Deferral Amount for the Plan Year and credited to the Participant's Annual Account for such Plan Year at the time such amounts would otherwise have been paid to the Participant.

4.4. Vesting. A Participant's Participant Deferral Account shall be fully vested and nonforfeitable at all times.

ARTICLE V

EMPLOYER CONTRIBUTION CREDITS

5.1. Discretionary Employer Contribution Credits. The Employer may, in its sole discretion, make additional contributions in such amounts and at such times as approved by the Administrative Committee. Such amounts shall be credited on the Employer's books and records to the notational Discretionary Employer Contribution Account maintained in the name of the Eligible Participant as of the date designated by the Company in its sole discretion.

5.2. Vesting.

Each amount credited to a Participant's Discretionary Employer Contribution Account (and allocable earnings) shall vest as determined by the Administrative Committee.

ARTICLE VI

ACCOUNTING AND ACCOUNT ADJUSTMENTS

6.1. Investment of Participant Accounts. For purposes of determining the investment return for the Participant's Accounts, the Administrative Committee shall, in its sole discretion, specify the applicable investment accrual method and adjust the value of Participant Accounts pursuant to the following:

(a) A Participant's Accounts may be credited with interest earnings based upon an applicable Investment Crediting Rate, as selected by the Administrative Committee, which shall be updated on an annual basis. Participant's Accounts shall be credited on a basis determination by the Administrative Committee.

(b) As an alternative to Section 6.1(a), the Participant may, to the extent permitted by the Administrative Committee in its sole discretion, elect one or more Investment Funds as the deemed investment(s) for his or her Accounts. A Participant may elect to change his or her Investment Fund elections at such times and in such manner as may be established by the Administrative Committee in its sole discretion. If a Participant does not make an election hereunder, the Participant's Accounts automatically shall be deemed to be invested in such Investment Fund(s) as established by the Administrative Committee in its sole discretion.

(c) The value of a Participant's Accounts shall be adjusted upward or downward (on a pro rata basis) each Valuation Date to reflect any appreciation or depreciation in value of the Investment Fund(s) in which the Participant's Accounts are deemed to be invested under subsection (a) above since the last Valuation Date. The value shall also be adjusted for any (i) all Participant and Employer contribution credits made since the last Valuation Date and (ii) payments made to the Participant (or his or her beneficiary) since that date.

6.2. Transfers to Employer Grantor Trust.

(a) The Employer may (but is not required to) transfer to a Trust an amount equal to the amounts credited at any time to Participant Deferral Accounts under Section 4.1, and Discretionary Employer Contribution Accounts under Section 5.1 for its Employees at such time as it deems appropriate. Title to and beneficial ownership of the assets of the Trust shall at all times remain with the Employer and Participants shall not have any property interest whatsoever in such assets.

11

(b) Upon the occurrence of a Change of Control, the Company shall, as soon as possible, but in no event longer than five (5) business days following the event, make an irrevocable contribution to the trust in an amount that is sufficient to pay each Participant or beneficiary the benefits to which Participants or their beneficiaries would be entitled pursuant to the terms of the Plan as of the date on which the event occurred.

ARTICLE VII

PAYMENT OF PLAN BENEFITS

7.1. Form and Amount of Payments.

(a) In connection with a Participant's election to defer an Annual Deferral Amount, the Participant shall elect the form in which his or her Annual Account for such Plan Year will be paid. The Participant may elect to receive each Annual Account as follows:

(i) Following Separation from Service, in the form of a lump sum or annual installments of five (5) or ten (10) years; or

(ii) As a scheduled distribution on a specified date as provided by Code Section 409A, which may occur prior to the Participant's incurring a Separation of Service.

If a Participant does not make any election with respect to the payment of an Annual Account, the Participant shall be deemed to have elected to receive such Annual Account in the form of a lump sum distribution, payable after such Participant's Separation from Service.

(b) The determination of the amount to be distributed under this Section shall be based upon the value of the Participant's vested Accounts as of the last Valuation Date preceding the date of distribution, determined in accordance with Section 6.1. If annual installments are elected pursuant to Section 7.1(a)(i) above, the amount of each installment payment hereunder shall be determined by dividing the value of the Accounts as of the last Valuation Date by the number of installments if any remaining to be paid (including the current installment).

12

(c) Any payments to be made hereunder pursuant to an election for annual installments pursuant to Section 7.1(a)(i) above shall be paid on or about July 31 of each year.

7.2. Number/Form of Distribution Options. Notwithstanding the foregoing, the Administrative Committee may, in its sole discretion consistent with Code Section 409A, limit the number or forms of distribution options that a Participant may elect to have under Section 7.1.

7.3. Further Deferrals. Notwithstanding Sections 7.1, a Participant may, to the extent permitted by the Administrative Committee in its sole discretion consistent with Code Section 409A and any regulations thereunder, elect to further defer the date when payment of his or her Accounts are to be made, provided that —

- (a) the election is made more than 1 year prior to the date payment is otherwise scheduled to begin;
 - (b) the election does not become effective until at least 12 months after the election is made;
 - (c) the date on which payment is to begin is delayed for at least 5 years from the date the payment would otherwise have been made;
- and
- (d) the election meets such other requirements as may be determined by the Administrative Committee to be necessary to comply with Code Section 409A.

7.4. Withdrawals for Unforeseeable Financial Emergencies.

(a) In the event of an Unforeseeable Financial Emergency, the Participant may, to the extent permitted by the Administrative Committee in its sole discretion, apply for payment of all or a part of his or her vested Account as may be necessary to satisfy the Unforeseeable Financial Emergency.

(b) The Administrative Committee shall have the authority, in its sole discretion, to approve a payment under subsection (a) above. The payment shall not exceed the lesser of (i) the vested portion of the Participant's Accounts, valued as of the close of business on or around the date on which the amount becomes payable, as determined by the Administrative Committee in its sole discretion, or (ii) the amount necessary to satisfy the Unforeseeable Financial Emergency, plus amounts reasonably necessary to pay taxes reasonably anticipated as a result of the distribution. Such payment shall be made in a lump sum no later than sixty (60) days after the Administrative Committee's decision to approve the payment.

13

(c) Notwithstanding the foregoing, a Participant may not receive a payment under subsection (a) above to the extent that the Unforeseeable Financial Emergency is or may be relieved (i) through reimbursement or compensation by insurance or otherwise, (ii) by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship or (iii) by suspension of deferrals under this Plan (to the extent permitted under Code Section 409A).

7.5. Specified Employees. Notwithstanding anything herein to the contrary, no distributions to a Specified Employee under this Article VII that are to be made as a result of the Specified Employee's Separation from Service for any reason other than death or "disability" (as such term is defined under Code Section 409A) shall be made or commence prior to the date that is six months after the date of Separation from Service, or such shorter period that is sufficient to avoid the imposition of the additional tax under Code Section 409A(a)(1)(B) or any other taxes or penalties imposed under Code Section 409A; provided that any distributions that otherwise would have been payable during such six-month (or shorter) period shall continue to accrue earnings under Article VI and shall be distributed (together with any earnings thereon) in lump sum on the first day following the expiration of such six-month (or shorter) period.

ARTICLE VIII

DEATH BENEFITS

8.1. Form and Payment of Death Benefits.

(a) Upon a Participant's death, the Participant's vested Accounts, if any, shall be paid to the Participant's beneficiary (determined in accordance with Section 8.2) in a single lump sum payment. Payment of such death benefits shall be made within ninety (90) days following the Participant's date of death.

14

(b) The amount of the death benefit to be paid to a beneficiary hereunder shall be determined in accordance with Section 7.1(b).

8.2. Participant's Beneficiary.

(a) If a Participant is married at the time of his or her death, the Participant's beneficiary shall be his or her Spouse, unless the Participant names another beneficiary in accordance with subsection (c) below and the named beneficiary is alive (or, in the case of a trust, in existence) on the Participant's date of death.

(b) If a Participant is not married at the time of his or her death, the Participant's beneficiary shall be the individual or trust the Participant has designated in accordance with subsection (c) below prior to his or her death. If the Participant dies without naming a beneficiary or if the named beneficiary is no longer living (or, in the case of a trust, in existence) on the Participant's date of death, the Participant's beneficiary shall be his or her estate.

(c) A Participant may make a beneficiary designation (or change a prior designation) as provided in subsection (a) or (b) above at any time prior to his or her death by delivery of a written designation to the Administrative Committee (on such forms or in such other manner as may be required or permitted by the Administrative Committee). Both individuals and trusts may be designated as beneficiaries under this Section. No beneficiary designation shall be effective until accepted by the Employer. The Employer, Company and Administrative Committee shall be entitled to rely on the last beneficiary designation form filed by the Participant and accepted by the Employer prior to his or her death.

8.3. Proper Beneficiary. If there is a dispute as to the proper beneficiary to receive payment hereunder, the Employer shall, to the extent consistent with Code Section 409A and any regulations thereunder, have the right to withhold such payment until the matter is finally resolved or adjudicated;

ARTICLE IX

PLAN ADMINISTRATION

9.1. Administration. The Administrative Committee shall, from time to time, establish such rules, forms and procedures for the administration of the Plan as it deems appropriate. The Administrative Committee shall have full discretionary power and authority to interpret, construe and administer this Plan and to delegate all or a part of its duties and responsibilities hereunder. The interpretation and construction of the Plan by the Administrative Committee (or its delegate), and any action taken hereunder, shall be final, binding and conclusive upon all parties in interest. Neither the Administrative Committee nor any of its agents or employees shall be liable to any person for any action taken or omitted to be taken in connection with the interpretation, construction or administration of this Plan, so long as such action or omission to act is made in good faith.

9.2. Determination of Benefits. The Administrative Committee shall make all determinations as to the rights to benefits under this Plan. Subject to and in compliance with the specific procedures contained in the applicable regulations under ERISA: (a) Any decision by the Administrative Committee denying a claim by a Participant or his beneficiary for benefits under this Plan shall be stated in writing and delivered or mailed to the Participant or beneficiary; (b) each such notice shall set forth the specific reasons for the denial, written in a manner that is intended to be understood by the claimant; and (c) the Administrative Committee shall afford a reasonable opportunity to the Participant or beneficiary for a full and fair review of the decision denying such claim. The benefit claims procedures then in effect under Section 503 of ERISA, as amended, and any regulations thereunder, shall be followed by the Administrative Committee in making any benefit determinations under this Plan. All interpretations, determinations and decisions of the Administrative Committee with respect to any claim hereunder shall be made in its sole discretion and shall be final and conclusive.

9.3. Liability for Benefit Payments. The obligation to pay a Participant's benefits under the Plan shall, at all times, be the sole and exclusive liability and responsibility of the Employer that was responsible for the credits made to his or her Accounts under the Plan, but only to extent of such credits and any applicable appreciation or depreciation determined in accordance with Section 6.1(b). No other Employer or other person or entity shall be liable for such payments.

9.4. Expenses. Unless the Company otherwise directs, the expenses of administering the Plan and any Trust shall be borne by each Employer on a proportionate basis as determined by the Administrative Committee.

9.5. Administrative Committee. The Plan shall be administered by an Administrative Committee consisting of at least three (3) members as appointed annually by the Company's Chief Executive Officer ("CEO"). Members of the Administrative Committee may be Participants. The CEO may appoint, remove or replace members of the Committee at any time upon advance notice. No amendment shall be made to this Article or other Plan provisions regarding Administrative Committee authority under the Plan without prior approval by the Administrative Committee.

9.6. Indemnity of Committee. The Company shall indemnify and hold harmless the members of the Administrative Committee against any and all claims, loss, damage, expense or liability arising from any action or failure to act with respect to this Plan on account of such person's service on the Administrative Committee, except in the case of willful misconduct.

ARTICLE X

GENERAL PROVISIONS

10.1. Amendment, Suspension and Termination.

(a) The Administrative Committee may amend the Plan, from time to time, in its sole discretion. Any amendment adopted by the Administrative Committee may be signed by any member of the Administrative Committee. Notwithstanding the foregoing, no amendment shall deprive a Participant of his or her Accounts hereunder determined as of the date of such amendment, except that the Administrative Committee may change the Investment Funds from time to time.

(b) Each Employer reserves the right by action of its board of directors (or by such other means as may be prescribed by the Board or the Compensation Committee of the Board) to withdraw from the Plan with respect to its Eligible Participants or suspend the accrual of further benefits under Section 4.1 or 5.1 at any time. No such withdrawal or suspension shall deprive a Participant of his or her vested Accounts as of the date of withdrawal or suspension.

(c) The Administrative Committee reserves the right to terminate the Plan at any time; provided that upon termination, no Participant shall be deprived of his or her vested Accounts hereunder determined as of the date of termination. Upon termination of the Plan, the vested Accounts shall be paid in accordance with the terms of the Plan in effect on the date of termination.

10.2. Nontransferability of Benefits. The rights of a Participant and any beneficiary under the Plan are not subject to the claims of their creditors and may not be voluntarily or involuntarily transferred, assigned, alienated, accelerated or encumbered. Notwithstanding the preceding sentence, the

Accounts payable to a Participant under the Plan may, consistent with the requirements of Code Section 409A, be offset by any liability of the Participant owing to the Employer or any Affiliate.

10.3. Participant's Rights Unsecured. The Plan is intended to be unfunded for purposes of both the Code and ERISA. The right of a Participant or his or her beneficiary to receive payment of the Participant's Accounts hereunder shall be a general unsecured claim against the Employer's general assets, and neither the Participant nor his or her beneficiary shall have any rights in or against any amount credited to any investment account, Trust, or any other specific assets of the Employer. To the extent that any person acquires a right to receive payments from an Employer under the Plan, such right shall be no greater than the right of any general unsecured creditor of the Employer.

10.4. Domestic Relations Orders. If a court determines that a Spouse or former Spouse of a Participant has an interest in the Participant's vested Accounts under a final domestic relations order, the Administrative Committee (or its delegate) may, in its sole discretion consistent with Code Section 409A, distribute the Spouse's or former Spouse's interest to that Spouse or former Spouse in accordance with such order.

10.5. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California, to the extent applicable.

18

10.6. Compliance with Section 409A. This Plan is intended to comply with the distribution and other applicable requirements of Section 409A of the Code. The Plan shall be interpreted and applied in accordance with the requirements of Section 409A (to the extent applicable).

10.7. Protective Provisions. A Participant shall cooperate with the Employer or Administrative Committee by furnishing any and all information requested by the Employer or Administrative Committee in order to facilitate the payment of benefits hereunder, and by taking such physical examinations as the Employer or Administrative Committee may deem necessary and taking such other action as may be requested by the Employer or Administrative Committee.

10.8. Effect on Employment Rights. Nothing in this Plan shall be construed as (a) giving any Participant any right to continued employment with an Employer or any Affiliate, or (b) affecting the eligibility for, or calculation of, any benefit provided to any Participant by the Employer to the extent permitted by law. No Participant shall have the right to receive any benefit under the Plan except in accordance with the Plan's terms.

10.9. Severability. If any provision of the Plan shall be held invalid or unlawful for any reason, such event shall not affect or render invalid or unenforceable the remaining provisions of the Plan.

10.10. Notice. Any notice, consent, election, claim or demand required or permitted to be given under the provisions of this Plan shall be in writing, and shall be signed by the party giving or making the same. If such notice, consent, election, claim or demand is to be mailed, it shall be sent by United States certified mail, postage prepaid, addressed to the addressee's last known address. The date of such mailing shall be deemed the date of notice, consent, election, claim or demand.

10.11. Tax Liability. Any required federal, state or local tax withholding may be withheld from any payment made pursuant to this Plan or from any other compensation payable to the Participant. Notwithstanding the foregoing, a Participant may, to the extent permitted by the Administrative Committee consistent with Code Section 409A, elect to pay any required employment taxes (and any resulting income taxes) that arise as of the date of deferral (or, if later, vesting) hereunder either (a) by direct payment or (b) through the withholding of such amounts from other compensation due the Participant. In the alternative, the Administrative Committee may, in its sole discretion, offset such taxes against the Participant's vested Accounts to the extent permitted under Treas. Reg. Section 1.409A-3(j)(4) or other applicable regulations.

19

10.12. No Guarantee of Benefits. Nothing in this Plan shall constitute a guarantee by Employer, Company, Administrative Committee or any other person or entity that the Employer's assets will be sufficient to pay any benefits hereunder.

10.13. Incapacity of Recipient. If the Administrative Committee determines that any person to whom any benefits are payable hereunder is (a) unable to care for his or her affairs because of illness or accident or (b) a minor, any payment due under the Plan may be paid to the duly appointed guardian or conservator of such person or to any third party who is eligible to receive payment from the Plan for the account of such person. Any such payment shall be a complete discharge of the Employer's liability for such payments hereunder.

10.14. Construction. Titles of articles and sections herein are for convenience of reference only and are not to be taken into account in interpreting the Plan. The masculine whenever used herein shall include the feminine. The singular shall include the plural and the plural shall include the singular whenever used herein unless the context requires otherwise.

10.15. Successors. The provisions of this Plan shall bind and inure to the benefit of the Employers and their successors and assigns. The term successors as used herein shall include any corporate or other business entity which shall, whether by merger, consolidation, purchase or otherwise acquire all or substantially all of the business and assets of an Employer, and successors of any such corporation or other business entity.

20

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

These Standard Terms and Conditions apply to any Award of restricted stock units granted to an employee of the Company on or after December 17, 2012, under the AECOM Technology Corporation 2006 Stock Incentive Plan and its amendments (the "Plan"), which are evidenced by a Term Sheet or an action of the Administrator that specifically refers to these Standard Terms and Conditions.

1. TERMS OF RESTRICTED STOCK UNITS

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

2. VESTING OF RESTRICTED STOCK UNITS

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

2006 Stock Incentive Plan — Form of Employee Agreement — Section 16 Officers

1

3. SETTLEMENT OF RESTRICTED STOCK UNITS

Each Vested Unit will be settled by the delivery of one share of Common Stock (subject to adjustment under Section 12 of the Plan) to the Participant or, in the event of the Participant's death, to the Participant's estate, heir or beneficiary, promptly following the applicable Vesting Date (but in no event later than 90 days following the Vesting Date); provided that the Participant has satisfied all of the tax withholding obligations described in Section 7 below, and that the Participant has completed, signed and returned any documents and taken any additional action that the Company deems appropriate to enable it to accomplish the delivery of the shares of Common Stock. The issuance of the shares of Common Stock hereunder may be affected by the issuance of a stock certificate, recording shares on the stock records of the Company or by crediting shares in an account established on the Participant's behalf with a brokerage firm or other custodian, in each case as determined by the Company. Fractional shares will not be issued pursuant to the Award.

Notwithstanding the above, (i) the Company shall not be obligated to deliver any shares of the Common Stock during any period when the Company determines that the delivery of shares hereunder would violate any federal, state or other applicable laws, (ii) the Company may issue shares of Common Stock hereunder subject to any restrictive legends that, as determined by the Company's counsel, are necessary to comply with securities or other regulatory requirements, and (iii) the date on which shares are issued hereunder may include a delay in order to provide the Company such time as it determines appropriate to address tax withholding and other administrative matters (which delay shall in no event extend beyond 90 days following the Vesting Date).

4. RIGHTS AS STOCKHOLDER

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

5. TERMINATION OF EMPLOYMENT

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

A. Upon the date of a termination of the Participant's employment as a result of the death of the Participant, the Award will vest in full and the Vested Units will be paid to the Participant's estate, heir or beneficiary.

2

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

6. CONDITIONS AND RESTRICTIONS ON SHARES

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

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

3

7. INCOME TAXES

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

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

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

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

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

4

8. NON-TRANSFERABILITY OF AWARD

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

9. THE PLAN AND OTHER AGREEMENTS

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

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

10. LIMITATION OF INTEREST IN SHARES SUBJECT TO AWARD

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

11. NOT A CONTRACT FOR EMPLOYMENT

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

12. SECTION 409A

Under no circumstances shall the Company have any liability under the Plan or these Standard Terms and Conditions for any taxes, penalties or interest due on amounts paid or payable pursuant to the Plan or these Standard Terms and Conditions, including any taxes, penalties or interest imposed under Section 409A of the Code.

5

13. NOTICES

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

If to the Company to:

AECOM Technology Corporation
515 South Flower Street, Suite 1050
Los Angeles, CA 90071-2201
Attention: Compensation Department

If to the Participant, to the address for the Participant contained in the Company's books and records.

14. SEPARABILITY

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

15. HEADINGS

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

16. FURTHER ASSURANCES

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

17. BINDING EFFECT

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

6

18. DISPUTES

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

19. ELECTRONIC DELIVERY

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