

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-8**REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933****AECOM Technology Corporation**

(Exact name of registrant as specified in its charter)

DELAWARE

(State or other jurisdiction of incorporation or organization)

61-1088522

(I.R.S. Employer Identification Number)

555 South Flower Street
Suite 3700Los Angeles, California 90071
(213) 593-8000

(Address of Principal Executive Offices)

AECOM Technology Corporation Stock Incentive Plan
AECOM Technology Corporation 2000 Stock Incentive Plan
AECOM Technology Corporation 2006 Stock Incentive Plan
AECOM Technology Corporation Stock Incentive Plan for Non-Employee Directors
AECOM Technology Corporation 2006 Stock Incentive Plan for Non-Employee Directors
AECOM Technology Corporation Stock Purchase Plan
Australia Stock Investment Plan
Australia Stock Purchase Plan
Global Stock Investment Plan – United Kingdom
UMA Group Ltd. Employee Stock Purchase Plan
FaberMaunsell Limited Savings-Related Share Option Plan
AECOM Technology Corporation Equity Investment Plan
AECOM Technology Corporation Retirement & Savings Plan
(Full Title of the Plans)

Eric Chen, Esq.

Senior Vice President, Finance, and General Counsel

AECOM Technology Corporation
555 South Flower Street
Suite 3700Los Angeles, California 90071
(213) 593-8000

(Name, address and telephone number including area code of agent for service)

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered (1)(2)	Proposed Maximum Offering Price Per Share(3)	Proposed Maximum Aggregate Offering Price(3)	Amount of Registration Fee
Common Stock, par value \$0.01 per share	25,637,100	\$30.81 per share	\$ 789,879,051	\$ 24,249.29
Convertible Preferred Stock, par value \$100 per share	60,300	\$100 per share	\$ 6,030,000	\$ 185.12

- (1) This Registration Statement registers an aggregate of 25,637,100 shares of Common Stock, of which 854,650 shares are issuable under the AECOM Technology Corporation Stock Incentive Plan, 3,436,712 shares are issuable under the AECOM Technology Corporation 2000 Stock Incentive Plan, 6,311,113 shares are issuable under the AECOM Technology Corporation 2006 Stock Incentive Plan, 112,525 shares are issuable under the AECOM Technology Corporation Stock Incentive Plan for Non-Employee Directors, 35,000 shares are issuable under the AECOM Technology Corporation 2006 Stock Incentive Plan for Non-Employee Directors, 6,500,000 shares are issuable under the AECOM Technology Corporation Stock Purchase Plan, 175,000 shares are issuable under the Australia Stock Investment Plan, 32,100 shares are issuable under the Australia Stock Purchase Plan, 80,000 shares are issuable under the Global Stock Investment Plan — United Kingdom, 500,000 shares are issuable under the UMA Group Ltd. Employee Stock Purchase Plan, 100,000 shares are issuable under the FaberMaunsell Limited Savings-Related Share Option Plan, 2,500,000 shares are issuable under the AECOM Technology Corporation Equity Investment Plan, and 5,000,000 shares are issuable under the AECOM Technology Corporation Retirement & Savings Plan (collectively the “Plans”). In addition this Registration Statement registers an aggregate of 60,300 shares of Convertible Preferred Stock, of which 4,300 shares are issuable under the AECOM Technology Corporation Stock Purchase Plan and 56,000 shares are issuable under the AECOM Technology Corporation Retirement & Savings Plan. In addition, this Registration Statement covers an indeterminate number of

shares of Common Stock issuable on conversion of Convertible Preferred Stock. No separate consideration will be received for the Common Stock that is issuable upon conversion of Convertible Preferred Stock.

- (2) Pursuant to Rule 416(c) under the Securities Act of 1933, this Registration Statement covers an indeterminate amount of plan interests to be offered or sold pursuant to the AECOM Technology Corporation Retirement & Savings Plan. In addition, pursuant to Rule 416(a) under the Securities Act of 1933, there is also being registered such additional shares of Common Stock and Convertible Preferred Stock that become available under the Plans in connection with changes in the number of outstanding Common Stock and/or Convertible Preferred Stock because of events such as recapitalizations, stock dividends, stock splits and reverse stock splits, and any other securities with respect to which the outstanding shares are converted or exchanged.
 - (3) Calculated solely for the purpose of determining the registration fee pursuant to Rule 457(h) and (i).
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INTRODUCTION

This Registration Statement on Form S-8 is filed by AECOM Technology Corporation ("AECOM" or the "Registrant"), relating to 25,637,100 shares of the Registrant's Common Stock, par value \$.01 per share (the "Common Stock") and 60,300 shares of the Registrant's Convertible Preferred Stock, par value \$100 per share (the "Preferred Stock"), which may be issued pursuant to awards under the Plans referred to on the cover page.

PART I

The documents containing the information specified in Part I of Form S-8 will be sent or given to employees as specified by Rule 428(b)(1). Such documents need not be filed with the Securities and Exchange Commission either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424. These documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II of Form S-8, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act of 1933 (the "Securities Act").

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents, which previously have been filed by the Registrant with the Securities and Exchange Commission, referred to herein as the Commission, are incorporated herein by reference into this Registration Statement and made a part hereof:

- (1) Registrant's Registration Statement on Form S-1 filed pursuant to the Securities Exchange Act of 1934 with the Commission on March 8, 2007, which contains audited financial statements of AECOM Technology Corporation for the fiscal year ended September 30, 2006;
- (2) The description of the Common Stock and the Preferred Stock contained in the Registrant's Registration Statement on Form S-1 filed with the Commission on March 8, 2007, together with any amendment or report filed with the Commission for the purpose of updating such description.

All reports and other documents filed by the Registrant or the AECOM Technology Corporation Retirement & Savings Plan pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, referred to herein as the Exchange Act, after the date of this Registration Statement and prior to the filing of a post-effective amendment hereto, which indicates that all securities offered hereunder have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing of such documents.

For purposes of this Registration Statement, any document or any statement contained in a document incorporated or deemed to be incorporated herein by reference shall be deemed to be modified or superseded to the extent that a subsequently filed document or a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated herein by reference modifies or supersedes such document or such statement in such document. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement. Subject to the foregoing, all

information appearing in this Registration Statement is so qualified in its entirety by the information appearing in the documents incorporated herein by reference.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Section 102 of the Delaware General Corporation Law, or DGCL, as amended, allows a corporation to eliminate the personal liability of directors of a corporation to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except where the director breached the duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of Delaware corporate law or obtained an improper personal benefit.

Section 145 of the DGCL provides for the indemnification of officers, directors and other corporate agents in terms sufficiently broad to indemnify such persons under circumstances for liabilities (including reimbursement for expenses incurred) arising under the Securities Act. AECOM's Restated Certificate of Incorporation and Restated Bylaws provide for indemnification of AECOM's officers, directors, employees and agents to the extent and under the circumstances permitted under the Delaware General Corporation Law.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
4.1*	Restated Certificate of Incorporation (previously filed as Exhibit 3.1 to the with the Registrant's Registration Statement on Form 10 filed with the Commission on January 29, 2007)
4.2*	Restated Bylaws (previously filed as Exhibit 3.6 to the with Amendment No. 1 to the Registrant's Registration Statement on Form 10 filed with the Commission on March 7, 2007)
4.3	AECOM Technology Corporation Stock Incentive Plan
4.4	AECOM Technology Corporation 2000 Stock Incentive Plan
4.5*	AECOM Technology Corporation 2006 Stock Incentive Plan (previously filed as Exhibit 10.30 to the with the Registrant's Registration Statement on Form 10 filed with the Commission on January 29, 2007)
4.6	AECOM Technology Corporation Stock Incentive Plan for Non-Employee Directors

- 4.7 AECOM Technology Corporation 2006 Stock Incentive Plan for Non-Employee Directors
- 4.8 AECOM Technology Corporation Stock Purchase Plan
- 4.9 Australia Stock Investment Plan
- 4.10 Australia Stock Purchase Plan
- 4.11* Global Stock Investment Plan – United Kingdom (previously filed as Exhibit 10.33 to the with the Registrant’s Registration Statement on Form 10 filed with the Commission on January 29, 2007)
- 4.12* UMA Group Ltd. Employee Stock Purchase Plan (previously filed as Exhibit 10.29 to the with the Registrant’s Registration Statement on Form 10 filed with the Commission on January 29, 2007)
- 4.13 FaberMaunsell Limited Savings-Related Share Option Plan
- 4.14* AECOM Technology Corporation Equity Investment Plan (previously filed as Exhibit 10.32 to the with the Registrant’s Registration Statement on Form 10 filed with the Commission on January 29, 2007)
- 4.15* AECOM Technology Corporation Retirement & Savings Plan (previously filed as Exhibit 10.35 to the with the Registrant’s Registration Statement on Form 10 filed with the Commission on January 29, 2007)
- 5.1 Opinion of Gibson, Dunn & Crutcher LLP
- 23.1 Consent of Independent Registered Public Accounting Firm.
- 23.2 Consent of Gibson, Dunn & Crutcher LLP (contained in Exhibit 5.1)
- 24 Power of Attorney (included as part of signature page).

* Incorporated herein by reference.

The AECOM Technology Corporation Retirement & Savings Plan has been or will be submitted to the Internal Revenue Service (“IRS”) in a timely manner and all changes required by the IRS in order to qualify the plan under Section 401 of the Internal Revenue Code have been or will be made.

Item 9. Undertakings.

A The undersigned Registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement.

provided, however, that the undertakings set forth in paragraphs (i) and (ii) above do not apply if the information required to be included in a post-effective amendment by those clauses is contained in periodic reports filed by us under Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

B. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

C. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on this 10th day of April, 2007.

AECOM TECHNOLOGY CORPORATION

By: /s/ JOHN M. DIONISIO
John M. Dionisio
President and Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Michael S. Burke, Eric Chen and David Y. Gan, and each of them, his true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, severally, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ JOHN M. DIONISIO</u> John M. Dionisio	Director, President, & Chief Executive Officer (Principal Executive Officer)	April 10, 2007
<u>/s/ MICHAEL S. BURKE</u> Michael S. Burke	Executive Vice President, Chief Corporate Officer & Chief Financial Officer (Principal Financial Officer)	April 10, 2007
<u>/s/ RONALD E. OSBORNE</u> Ronald E. Osborne	Vice President, Corporate Controller (Principal Accounting Officer)	April 10, 2007
<u>/s/ RICHARD G. NEWMAN</u> Richard G. Newman	Director, Chairman	April 10, 2007

<u>/s/ FRANCIS S.Y. BONG</u> Francis S.Y. Bong	Director	April 10, 2007
<u>/s/ H. FREDERICK CHRISTIE</u> H. Frederick Christie	Director	April 10, 2007
<u>/s/ JAMES H. FORDYCE</u> James H. Fordyce	Director	April 10, 2007
<u>/s/ S. MALCOLM GILLIS</u> S. Malcom Gillis	Director	April 10, 2007
<u>/s/ LINDA GRIEGO</u> Linda Griego	Director	April 10, 2007
<u>/s/ ROBERT J. LOWE</u> Robert J. Lowe	Director	April 10, 2007
<u>/s/ WILLIAM G. OUCHI</u> William G. Ouchi	Director	April 10, 2007
<u>/s/ WILLIAM P. RUTLEDGE</u> William P. Rutledge	Director	April 10, 2007
<u>/s/ LEE D. STERN</u> Lee D. Stern	Director	April 10, 2007

Pursuant to the requirements of the Securities Act of 1933, the AECOM Technology Corporation Retirement & Savings Plan has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on this 10th day of April, 2007.

**AECOM TECHNOLOGY CORPORATION
RETIREMENT & SAVINGS PLAN**

By: /s/ STEPHANIE A. HUNTER
Stephanie A. Hunter
Senior Vice President, Chief
Administrative Officer, and Corporate
Secretary

EXHIBIT INDEX

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24 Power of Attorney (included as part of signature page).

* Incorporated herein by reference.

**Amended and Restated
AECOM Technology Corporation
STOCK INCENTIVE PLAN**

I. DEFINITIONS.

1.1 Definitions.

“**Act**” shall mean the Securities Exchange Act of 1934.

“**Award**” shall mean an option, which may be designated as a Nonqualified or Incentive Stock Option, a Stock Appreciation Right, a Restricted Stock Award or a Performance Share Award, in each case granted under this Plan.

“**Award Agreement**” shall mean a written agreement setting forth the terms of an Award.

“**Award Date**” shall mean the date upon which the Grantor took the action granting an Award or such later date as is prescribed by the Grantor.

“**Award Period**” shall mean the period beginning on an Award Date and ending on the expiration date of such Award.

“**Beneficiary**” shall mean the person, persons, trust or trusts entitled by will or the laws of descent and distribution to receive the benefits specified under this Plan in the event of the Participant’s death.

“**Board of Directors**” shall mean the Board of Directors of the Corporation; to the extent required by applicable law, a majority of the members of the Board of Directors shall be Disinterested when taking action with respect to this Plan.

“**Cause**” shall mean for reasons related to the commission by a Participant of any material act of dishonesty, the disclosure by a Participant of any confidential information or the commission by a Participant of any act of gross carelessness or willful misconduct in the course of employment.

“**Code**” shall mean the Internal Revenue Code of 1986, as amended from time to time.

“**Committee**” shall mean the Board of Directors or any Committee appointed by the Board of Directors to administer this Plan, and any successor committee of the Board of Directors with similar functions and shall consist of two or more members (or such greater number as may be required under applicable law) each of whom shall, to the extent required by applicable law, be Disinterested.

“**Common Stock**” shall mean the Common Stock of the Corporation (\$.01 par value), subject to adjustment pursuant to Section 7.2.

“**Company**” shall mean, collectively, the Corporation and its Subsidiaries.

“Corporation” shall mean AECOM Technology Corporation and its successors.

“Disinterested” shall mean disinterested within the meaning of applicable regulatory requirements, including those promulgated under Section 16 of the Act.

“Eligible Employee” shall mean an officer or key employee of the Company.

“Event” shall mean any of the following:

(i) Approval by the stockholders of the Corporation of the dissolution or liquidation of the Corporation;

(ii) Approval by the stockholders of the Corporation of an agreement to merge or consolidate, or otherwise reorganize, with or into one or more entities which are not Subsidiaries, as a result of which less than 50% of the outstanding voting securities of the surviving or resulting entity are, or are to be, owned by former stockholders of the Corporation (excluding from the term “former stockholders” a stockholder who is, or as a result of the transaction in question becomes, an “affiliate”, as that term is used in the Act and the Rules promulgated thereunder, of any party to such merger, consolidation or reorganization); or

(iii) Approval by the stockholders of the Corporation of the sale of substantially all of the Corporation’s business and/or assets to a person or entity which is not a Subsidiary.

“Fair Market Value” shall mean the fair market value of the Common Stock, as determined from time to time by the Board of Directors.

“Grantor” shall mean the Committee in its capacity as grantor of Awards.

“Incentive Stock Option” shall mean an incentive stock option within the meaning of Section 422A of the Code, the award of which contains such provisions as are necessary to comply with that section.

“Nonqualified Stock Option” shall mean an option granted pursuant to this Plan which is designated as a Nonqualified Stock Option.

“Option” shall mean an option to purchase Common Stock under this Plan. An option shall be designated by the Grantor as a Nonqualified Stock Option or an Incentive Stock Option.

“Participant” shall mean an Eligible Employee who has been awarded an Award.

“Performance Share Award” shall mean an award of shares of Common Stock issuance of which is contingent upon attainment of performance objectives specified by the Grantor.

“Personal Representative” shall mean the person or persons who, upon the disability or incompetence of a Participant, shall have acquired on behalf of the Participant by legal proceeding or otherwise the right to receive the benefits specified in this Plan.

“**Plan**” means this Amended and Restated AECOM Technology Corporation Stock Incentive Plan.

“**Restricted Stock**” shall mean those shares of Common Stock issued pursuant to a Restricted Stock Award which are not free of the restrictions set forth in the related Award Agreement.

“**Restricted Stock Award**” shall mean an award of a fixed number of shares of Common Stock to the Participant subject, however, to payment of such consideration, if any, and such forfeiture provisions, as are set forth in the Award Agreement.

“**Retirement**” shall mean retirement of an individual as an employee of the Company at any time described in Section 10.1 of the Ashland Technology Corp. Investment Plan or in any successor section or plan, in each case, as from time to time in effect.

“**Stock Appreciation Right**” shall mean a right to receive a number of shares of Common Stock or an amount of cash, or a combination of shares and cash, determined as provided in Section 4.3(a).

“**Subsidiary**” shall mean any corporation or other entity a majority or more of whose outstanding voting stock or voting power is beneficially owned directly or indirectly by the Corporation.

“**Total Disability**” shall mean disability as defined in Section 2.1 of the Ashland Technology Corp. Investment Plan or in any successor provision or plan, as from time to time in effect.

II. THE PLAN

2.1 Purpose.

The purpose of this Plan is to promote the success of the Company by providing an additional means to attract and retain key personnel through added long-term incentive for high levels of performance and for significant efforts to improve the financial performance of the Company by granting Awards.

2.2 Administration.

This Plan shall be administered by the Committee. Action of the Committee with respect to the administration of this Plan shall be taken pursuant to a majority vote or the written consent of all of its members. In the event action by the Committee is taken by written consent of all of its members, the action by the Committee shall be deemed to have been taken at the time specified in the consent or, if none is specified, at the time of the last signature. The Committee may delegate administrative functions to individuals who are officers or employees of the Company.

Subject to the express provisions of this Plan, the Committee shall have the authority to construe and interpret this Plan and any agreements defining the rights and obligations of the Company and Participants under this

Plan, to further define the terms used in this Plan, to prescribe, amend the rescind rules and regulations relating to the administration of this Plan, to determine the duration and purposes of leaves of absence which may be granted to Participants without constituting a termination of their employment for purposes of this Plan and to make all other determinations necessary or advisable for the administration of this Plan. The determinations of the Committee on the foregoing matters shall be conclusive.

Any action taken by, or inaction of, the Corporation, any subsidiary, the Board of Directors or the Committee relating to this Plan shall be within the absolute discretion of that entity or body and shall be conclusive and binding upon all persons. No member of the Board of Directors or Committee, or officer of the Corporation or Subsidiary, shall be liable for any such action or inaction of the entity or body, of another person or, except in circumstances involving bad faith, of himself or herself. Subject only to compliance with the express provisions hereof, the Board of Directors and the Committee may act in their absolute discretion in matters related to this Plan.

2.3 Participation.

Awards may be granted only to Eligible Employees. An Eligible Employee who has been granted an Award may, if otherwise eligible, be granted additional Awards if the Grantor shall so determine. Members of the Board of Directors who are not officers, employees, or special consultants of the Company shall not be eligible to receive Awards. Members of the Committee who are not officers or employees of the Company shall not be eligible to receive Awards.

2.4 Stock Subject to this Plan.

Subject to Section 7.2, the stock to be offered under this Plan shall be treasury shares or shares of the Corporation's authorized but unissued Common Stock. The aggregate amount of Common Stock that may be issued or transferred pursuant to Awards granted under this Plan shall not exceed 4,000,000 shares, subject to adjustment as set forth in Section 7.2. If any Option and any related Stock Appreciation Right shall lapse or terminate without having been exercised in full, or any Common Stock subject to a Restricted Stock Award shall not vest or any Common Stock subject to a Performance Share Award shall not have been transferred, the unpurchased, unvested or untransferred shares subject thereto shall again be available for purposes of this Plan.

2.5 Grants of Awards.

Either the Board of Directors or, if different, the Committee may grant Awards in accordance with the provisions of this Plan. The grant of an Award is made on the Award Date.

III. OPTIONS.

3.1 Grants.

One or more Options may be granted to any Eligible Employee. Each Option so granted shall be designated by the Grantor as either a Nonqualified Stock Option or Incentive Stock Option.

3.2 Option Price.

The purchase price per share of the Common Stock covered by each Option shall be determined by the Grantor but shall not be less than the Fair Market Value of such Common Stock on the Award Date. The purchase price of any shares purchased shall be paid in full at the time of each purchase in cash, or, provided that the Grantor permits such exercise, in shares of Common Stock which shall be valued at their Fair Market Value on the date of exercise of the Option, or partly in such shares and partly in cash, or in such other form or such other manner as the Board of Directors may determine.

3.3 Option Period.

Each Option and all rights or obligations thereunder shall expire on such date as shall be determined by the Grantor, but not later than ten years and one day after the Award Date, and shall be subject to earlier termination as hereinafter provided.

3.4 Exercise of Options.

Except as otherwise provided in Section 7.4 and subject to Section 7.5, an Option may become exercisable, in whole or in part, subsequent to the date or dates specified in the Award Agreement and until the expiration or earlier termination of the Participant's Option. The Grantor may, at any time after grant of the Option and from time to time, increase the number of shares purchasable at any time so long as the total number of shares subject to the Option is not increased. No Option shall be exercisable except in respect of whole shares, and fractional share interests shall be disregarded.

3.5 Limitations on Grant of Incentive Stock Options.

(a) To the extent that the aggregate fair market value of Common Stock with respect to which Incentive Stock Options may first be exercisable by a Participant in any calendar year exceeds \$100,000, taking into account both Common Stock subject to Incentive Stock Options under this Plan and stock subject to incentive stock options under all other plans of the Corporation, any parent corporation and any Subsidiaries, such Options shall be treated as Nonqualified Stock Options. For purposes of determining whether the \$100,000 limit is exceeded, the Fair Market Value of Common Stock subject to Options shall be determined as of the date the Options are awarded. In reducing Options to meet the \$100,000 limit, the most recently granted Options shall be reduced first. To the extent a reduction of simultaneously granted Options is necessary to meet the \$100,000 limit, the Corporation may, in the manner and to the extent permitted by law, designate which shares of Common Stock are to be treated as shares acquired pursuant to the exercise of an Incentive Stock Option.

(b) There shall be imposed in the Award Agreement relating to Incentive Stock Options such terms and conditions as are required in order that

the Option be an “incentive stock option” as that term is defined in Section 422A of the Code.

(c) No Incentive Stock Option may be granted to any person, who, at the time the Incentive Stock Option is granted, owns shares of outstanding Common Stock possessing more than 10% of the total combined voting power of all classes of stock of the Company, unless the exercise price of such Incentive Stock Option is at least 110% of the Fair Market Value of the common stock subject to the Incentive stock Option and such Incentive stock Option by its terms is not exercisable after the expiration of five years from the date such Incentive Stock option is granted.

IV. STOCK APPRECIATION RIGHTS.

4.1 Grants.

In its discretion, the Grantor may grant Stock Appreciation Rights concurrently with the grant of Options. A Stock Appreciation Right shall extend to all or a portion of the shares covered by the related Option. If a Stock Appreciation Right extends to less than all the shares covered by the related Option and if a portion of the related Option is thereafter exercised, the number of shares subject to the unexercised Stock Appreciation Right shall be reduced only if and to the extent that the remaining number of shares covered by such related Option is less than the remaining number of shares subject to such Stock Appreciation Right. A Stock Appreciation Right shall entitle the Participant who holds the related Option, upon exercise of the Stock Appreciation Right and surrender of the related Option, or portion thereof, to the extent the Stock Appreciation Right and related Option each were previously unexercised, to receive payment of an amount determined pursuant to Section 4.3. Any Stock Appreciation Right granted in connection with an Incentive Stock Option shall contain such terms as may be required to comply with the provisions of Section 422A of the Code and the regulations promulgated thereunder.

4.2 Exercise of Stock Appreciation Rights.

(a) A Stock Appreciation Right shall be exercisable only at such time or times, and to the extent, that the related Option shall be exercisable and only when the Fair Market Value of the stock subject to the related Option exceeds the exercise price of the related Option.

(b) Notwithstanding any other provision of this Plan, the Committee may impose, by rule and in Award Agreements, such conditions upon a Stock Appreciation Right and the related Option and upon their exercise (including, without limitation, conditions limiting the time of exercise to specified periods) as may be required to satisfy applicable regulatory requirements, including, without limitation, Rule 16b-3 (or any successor rule) promulgated by the Securities and Exchange Commission pursuant to the Act.

(c) In the event that a Stock Appreciation Right is exercised, the number of shares of Common Stock subject to the related Option shall be charged against the maximum amount of Common Stock that may be issued or transferred pursuant to Awards under this Plan. The number of shares subject

to the Stock Appreciation Right and related Option shall be reduced by such number of shares.

4.3 Payment.

(a) Upon exercise of a Stock Appreciation Right and surrender of an exercisable portion of the related Option, the Participant shall be entitled to receive payment of an amount determined by multiplying:

(i) the difference obtained by subtracting the exercise price per share of Common Stock under the related Option from the Fair Market Value of a share of Common Stock on the date of exercise of the Stock Appreciation Right, by the number of shares with respect to which the Stock Appreciation Right shall have been exercised.

(b) The Committee or the Board of Directors, in its sole discretion, may settle the amount determined under paragraph (a) above solely in cash, solely in shares of Common Stock (valued at Fair Market Value on the date of exercise of the Stock Appreciation Right), or partly in such shares and partly in cash provided that the Committee or the Board of Directors shall have determined that such exercise and payment are consistent with applicable law. In any event, cash shall be paid in lieu of fractional shares. Absent a determination to the contrary, all Stock Appreciation Rights shall be settled in cash as soon as practicable after exercise.

V. RESTRICTED STOCK AWARDS.

5.1 Grants.

Subject to section 2.4, the Grantor may, in its discretion, grant one or more Restricted Stock Awards to any Eligible Employee. Each Restricted Stock Award Agreement shall specify the number of shares of Common Stock to be issued to the Participant, the date of such issuance, the price, if any, to be paid for such shares by the Participant and the restrictions imposed on such shares, which restrictions shall not terminate earlier than one year after the Award Date. Shares of Restricted Stock shall be evidenced by a stock certificate registered only in the name of the Participant, which stock certificate shall be held by the Corporation until the restrictions on such shares shall have lapsed and those shares shall have thereby vested. Pending the lapse of such restrictions, the Participants shall, upon issuance of the Restricted Stock Award, execute a stock power authorizing the Corporation to take any necessary actions consistent with the Plan prior to vesting.

5.2 Restrictions.

(a) Shares of Common Stock included in Restricted Stock Awards may not be sold, assigned, transferred, pledged or otherwise disposed of or encumbered, either voluntarily or involuntarily, until such shares have vested.

(b) Participants receiving Restricted Stock shall be entitled to dividend and voting rights for the shares issued even though they are not

vested, provided that such rights shall terminate immediately as to any forfeited Restricted Stock.

(c) In the event that the Participant shall have paid cash in connection with the Restricted Stock Award, the Award Agreement shall specify whether and to what extent such cash shall be returned upon a forfeiture (with or without an earnings factor).

VI. PERFORMANCE SHARE AWARDS.

6.1 Grants.

The Grantor may, in its discretion, grant Performance Share Awards to Eligible Employees based upon such factors as the Grantor shall determine. A Performance Share Award Agreement shall specify the number of shares of Common Stock subject to the Performance Share Award, the price, if any, to be paid for such shares by the Participant and the conditions upon which issuance to the Participant shall be based, which issuance shall not be earlier than one year after the Award Date.

VII. OTHER PROVISIONS.

7.1 Rights of Eligible Employees, Participants and Beneficiaries.

(a) Status as an Eligible Employee shall not be construed as a commitment that any Award will be made under this Plan to an Eligible Employee or to Eligible Employees generally.

(b) Nothing contained in this Plan (or in Award Agreements or in any other documents related to this Plan or to Awards) shall confer upon any Eligible Employee or Participant any right to continue in the employ of the Company or constitute any contract or agreement of employment, or interfere in any way with the right of the Company to reduce such person's compensation or to terminate the employment of such Eligible Employee or Participant, with or without Cause, but nothing contained in this Plan or any document related thereto shall affect any other contractual right of any Eligible Employee or Participant.

(c) Amounts payable pursuant to an Award shall be paid only to the Participant or, in the event of the Participant's death, to the Participant's Beneficiary or, in the event of the Participant's Total Disability, to the Participant's Personal Representative or, if there is none, to the Participant. Other than by will or the laws of descent and distribution, no benefit payable under, or interest in, this Plan or in any Award shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge and any such attempted action shall be void and no such benefit or interest shall be, in any manner, liable for, or subject to, debts, contracts, liabilities, engagements or torts of any Eligible Employee, Participant or Beneficiary. The Committee shall disregard any attempt at transfer, assignment or other alienation prohibited by the preceding sentence and shall pay or deliver such cash or shares of Common Stock in accordance with the provisions of this Plan.

(d) No Participant, Beneficiary or other person shall have any right, title or interest in any fund or in any specific asset (including shares of Common Stock) of the Company by reason of any Award granted hereunder. There shall be no funding of any benefits which may become payable hereunder. Neither the provisions of this Plan (or of any documents related hereto), nor the creation or adoption of this Plan, nor any action taken pursuant to the provisions of this Plan shall create, or be construed to create, a trust of any kind or a fiduciary relationship between the Company and any Participant, Beneficiary or other person. To the extent that a Participant, Beneficiary or other person acquires a right to receive an Award hereunder, such right shall be no greater than the right of any unsecured general creditor of the Company. Awards payable under this Plan shall be paid from the general assets of the Corporation, and no special or separate fund or deposit shall be established and no segregation of assets shall be made to assure payment of such Awards. Nothing in this Plan shall be deemed to give any Eligible Employee or Participant any right to participate in this Plan except in accordance herewith.

7.2 Adjustments upon Changes in Capitalization.

If the outstanding shares of Common Stock are increased, decreased or changed into, or exchanged for, a different number or kind of shares or securities of the Corporation through a reorganization or merger in which the corporation is the surviving entity, or through a combination, recapitalization, reclassification, stock split, stock dividend, stock consolidation or otherwise, an appropriate adjustment shall be made in the number and kind of shares that may be issued pursuant to Awards. A corresponding adjustment to the consideration payable with respect to Awards granted prior to any such change and to the price, if any, paid in connection with Restricted Stock Awards shall also be made. Any such adjustment, however, shall be made without change in the total payment, if any, applicable to the portion of the Award not exercised, vested or issued with a corresponding adjustment in the price for each share. Corresponding adjustments shall be made with respect to Stock Appreciation Rights based upon the adjustments made to the Options to which they are related.

Upon the dissolution or liquidation of the Corporation, or upon a reorganization, merger, or consolidation of the Corporation with one or more corporations as a result of which the Corporation is not the surviving Corporation, this Plan shall terminate, and any outstanding options, Stock Appreciation Rights and Performance Share Awards shall terminate and any Restricted Stock shall be forfeited, unless provision be made in connection with such transaction for the assumption of Awards theretofore granted, or the substitution for such Awards of new incentive awards covering the stock of a successor employer corporation, or a parent or subsidiary thereof, with appropriate adjustments as to number and kind of shares and prices.

In so adjusting Common Stock to reflect such changes, or in determining that no such adjustment is necessary, the Board of Directors may rely upon the advice of independent counsel and accountants of the Corporation, and the determination of the Board of Directors shall be conclusive. No fractional shares of stock shall be issued under this Plan on account of any such adjustment.

7.3 Termination of Employment.

(a) Upon the date a Participant is no longer employed by the Company for any reason other than Retirement, death, Total Disability or termination by the Company without Cause, (i) any outstanding Options on that date shall terminate; (ii) shares of Common Stock subject to the Participant's Restricted Stock Award shall be forfeited in accordance with the provisions of the related Award Agreement to the extent such shares have not become vested on that date; and (iii) shares of Common Stock subject to the Participant's Performance Share Award shall be forfeited in accordance with the provisions of the related Award Agreement to the extent such shares have not been issued or become issuable on that date.

(b) Upon the date a Participant is no longer employed by the Company as a result of Retirement, death, Total Disability or termination by the Company without Cause, (i) the Participant, his or her Beneficiary, or Personal Representative, as the case may be, shall have three months from that date to exercise the Participant's Options to the extent they shall have become exercisable by that date and any Options not exercisable on that date shall terminate; (ii) shares of Common Stock subject to the Participant's Restricted Stock Award shall be forfeited in accordance with the provisions of the related Award Agreement to the extent such shares have not become vested on that date; and (iii) shares of Common Stock subject to the Participant's Performance Share Award shall be forfeited in accordance with the provisions of the related Award Agreement to the extent such shares have not been issued or become issuable on that date. In the event of termination of employment as a result of Retirement, death or Total Disability, the Grantor may, in its discretion, increase the portion of the Participant's Award available to the Participant, or his or her Beneficiary or Personal Representative, as the case may be, upon such terms as the Grantor shall determine.

(c) Each stock Appreciation Right shall have the same termination provisions and exercisability periods as the Option to which it relates. The exercisability period of a Stock Appreciation Right or of an Option shall not exceed that provided in Section 3.3 or in the related Award Agreement. Each Option and Stock Appreciation Right shall expire at the end of that exercisability period.

(d) If an entity ceases to be a Subsidiary, other than by merger with the Corporation or a parent of the Corporation, such action shall be deemed for purposes of this Section 7.3 to be a termination of employment without Cause of each employee of that entity.

(e) Upon forfeiture of a Restricted Stock Award pursuant to this Section 7.3, the Participant, or his or her Beneficiary or Personal Representative, as the case may be, shall transfer to the Corporation the portion of the Restricted Stock Award not vested at the date of termination of employment, without payment of any consideration by the Company for such transfer unless the Participant paid a purchase price in which case repayment, if any, of that price shall be governed by the Award Agreement. Notwithstanding any such transfer to the Corporation, or failure, refusal or neglect to transfer, by the Participant, or his or her Beneficiary or Personal Representative, as the case may be, such nonvested portion of any Restricted

Stock Award shall be deemed transferred automatically to the Corporation on the date of termination of employment. The Participant's original acceptance of the Restricted Stock Award shall constitute his or her appointment of the Corporation and each of its authorized representatives as attorney(s)-in-fact to effect such transfer and to execute such documents as the Corporation or such representatives deem necessary or advisable in connection with such transfer.

7.4 Acceleration of Awards.

Unless, prior to an Event, the Board of Directors determines that, upon its occurrence, there shall be no acceleration of Awards or determines those Awards which shall be accelerated and the extent to which they shall be accelerated, (i) each Option and such related Stock Appreciation Right shall become immediately exercisable to the full extent theretofore not exercisable, (ii) Restricted Stock shall immediately vest free of restrictions and (iii) the number of shares covered by each Performance share Award shall be issued to the Participant; provided, however, that Awards shall not, in any event, be so accelerated to a date less than one year after the Award Date. Acceleration of Awards shall comply with applicable regulatory requirements, including, without limitation, Rule 16b-3 promulgated by the Securities and Exchange Commission pursuant to the Act and Section 422A of the Code. For purposes of this Section 7.4 only, Board of Directors shall mean the Board of Directors as constituted immediately prior to the Event.

7.5 Continuation of Employment.

No Option or Stock Appreciation Right shall be

exercisable, no Restricted Stock shall vest and no Performance Share Award shall be paid unless the Participant has remained in the continuous employment of the Company for at least one year from the Award Date.

7.6 Government Regulations.

This Plan, the granting of Awards under this Plan and the issuance or transfer of shares of Common Stock (and/or the payment of money) pursuant thereto are subject to all applicable Federal and state laws, rules and regulations and to such approvals by any regulatory or governmental agency (including without limitation "no action" positions of the Securities and Exchange Commission) which may, in the opinion of counsel for the Corporation, be necessary or advisable in connection therewith. Without limiting the generality of the foregoing, no Awards may be granted under this Plan, and no shares shall be issued by the Corporation, nor cash payments made by the Corporation, pursuant to or in connection with any such Award, unless and until, in each such case, all legal requirements applicable to the issuance or payment have, in the opinion of counsel to the Corporation, been complied with. In connection with any stock issuance or transfer, the person acquiring the shares shall, if requested by the Corporation, give assurances satisfactory to counsel to the Corporation in respect of such matters as the Corporation may deem desirable to assure compliance with all applicable legal requirements.

7.7 Tax Withholding.

The Company shall have the right to deduct from any payment hereunder any amounts that federal, state, local or foreign tax laws to be withheld with respect to such payment but, in the alternative, the Participant may, prior to the payment of any Award, pay such amounts to the Company in cash or in shares of Common Stock (which shall be valued at their Fair Market Value on the date of payment). There is no obligation under this Plan that any Participant be advised of the existence of the tax or the amount required to be withheld. Without limiting the generality of the foregoing, in any case where it determines that a tax is required to be withheld in connection with the issuance or transfer of shares of Common Stock under this Plan, the Company may, pursuant to such rules as the Committee may establish, reduce the number of such shares so issued or transferred by such number of shares as the Company may deem appropriate in its sole discretion to accomplish such withholding.

Notwithstanding any other provision of this Plan, the Committee may impose such conditions on the payment of any withholding obligation as may be required to satisfy applicable regulatory requirements, including, without limitation, Rule 16b-3 promulgated by the Securities and Exchange Commission pursuant to the Act.

7.8 Amendment, Termination and Suspension.

The Board of Directors may, at any time, terminate or, from time to time, amend, modify or suspend this Plan (or any part thereof). In addition, the Committee may, from time to time, amend or modify any provision of this Plan except Section 7.4. The Grantor, with the consent of the Participant, may make such modifications of the terms and conditions of such Participant's Award as it shall deem advisable. No Awards may be granted during any suspension of this Plan or after its termination. The amendment, suspension or termination of this Plan shall not, without the consent of the Participant, alter or impair any rights or obligations pertaining to any Awards granted under this Plan prior to such amendment, suspension or termination, including any right to acceleration under Section 7.4. The Grantor shall have the power and may, with the consent of the Participant, cancel any existing Awards and reissue Awards to the Participant, having a new and lower Fair Market Value, but otherwise bearing substantially similar terms to the cancelled Awards.

7.9 Privileges of Stock Ownership; Nondistributive Intent.

A Participant shall not be entitled to the privilege of stock ownership as to any shares of Common stock not actually issued to him. Upon the issuance and transfer of shares to the Participant, unless a registration statement is in effect under the Securities Act of 1933, as amended, relating to such issued and transferred Common Stock and there is available for delivery a prospectus meeting the requirements of Section 10 of such Act, the Common Stock may be issued and transferred to the Participant only if he represents and warrants in writing to the Corporation that the shares are being acquired for investment and not with a view to the resale or distribution thereof. No shares shall be issued and transferred unless and until there shall have been full compliance with any then applicable regulatory requirements (including those of any exchanges upon which any Common Stock of the Corporation may be listed).

7.10 Effective Date of this Plan.

This Plan shall be effective April 6, 1990.

7.11 Term of this Plan.

Unless previously terminated by the Board of Directors or the Committee, this plan shall terminate at the close of business on the tenth anniversary of the effective date of this Plan, determined in accordance with Section 7.10, and no Awards shall be granted under the Plan thereafter, but such termination shall not affect any Award theretofore granted.

7.12 Governing Law.

This Plan and the documents evidencing Awards and all other related documents shall be governed by, and construed in accordance with, the laws of the State of California. If any provision shall be held by a court of competent jurisdiction to be invalid and unenforceable, the remaining provisions of this Plan shall continue to be fully effective.

IN WITNESS WHEREOF, the Corporation has caused this Plan to be executed as of this 29th day of August, 1997.

AECOM TECHNOLOGY CORPORATION

By: _____
ATTEST:

Corporate Secretary

AMENDED AND RESTATED
AECOM TECHNOLOGY CORPORATION
STOCK INCENTIVE PLAN

**Amended and Restated
AECOM Technology Corporation
2000 STOCK INCENTIVE PLAN
(As Amended and Restated Effective October 1, 2006)**

I. DEFINITIONS.

1.1 Definitions.

“**Act**” shall mean the Securities Exchange Act of 1934.

“**Award**” shall mean an option, which may be designated as a Nonqualified or Incentive Stock Option, a Stock Appreciation Right, a Restricted Stock Award or a Performance Share Award, in each case granted under this Plan.

“**Award Agreement**” shall mean a written agreement setting forth the terms of an Award.

“**Award Date**” shall mean the date upon which the Grantor took the action granting an Award or such later date as is prescribed by the Grantor.

“**Award Period**” shall mean the period beginning on an Award Date and ending on the expiration date of such Award.

“**Beneficiary**” shall mean the person, persons, trust or trusts entitled by will or the laws of descent and distribution to receive the benefits specified under this Plan in the event of the Participant’s death.

“**Board of Directors**” shall mean the Board of Directors of the Corporation; to the extent required by applicable law, a majority of the members of the Board of Directors shall be Disinterested when taking action with respect to this Plan.

“**Cause**” shall mean for reasons related to the commission by a Participant of any material act of dishonesty, the disclosure by a Participant of any confidential information or the commission by a Participant of any act of gross carelessness or willful misconduct in the course of employment.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time.

“Committee” shall mean the Board of Directors or any Committee appointed by the Board of Directors to administer this Plan, and any successor committee of the Board of Directors with similar functions and shall consist of two or more members (or such greater number as may be required under applicable law) each of whom shall, to the extent required by applicable law, be Disinterested.

“Common Stock” shall mean the Common Stock of the Corporation (\$.01 par value), subject to adjustment pursuant to Section 7.2.

“Company” shall mean, collectively, the Corporation and its Subsidiaries.

“Corporation” shall mean AECOM Technology Corporation and its successors.

“Disinterested” shall mean disinterested within the meaning of applicable regulatory requirements, including those promulgated under Section 16 of the Act.

“Eligible Employee” shall mean an officer or key employee of the Company, as designated by the Committee.

“Event” shall mean any of the following:

(i) Approval by the stockholders of the Corporation of the dissolution or liquidation of the Corporation;

(ii) Approval by the stockholders of the Corporation of an agreement to merge or consolidate, or otherwise reorganize, with or into one or more entities which are not Subsidiaries, as a result of which less than 50% of the outstanding voting securities of the surviving or resulting entity are, or are to be, owned by former stockholders of the Corporation (excluding from the term “former stockholders” a stockholder who is, or as a result of the transaction in question becomes, an “affiliate”, as that term is used in the Act and the Rules promulgated thereunder, of any party to such merger, consolidation or reorganization); or

(iii) Approval by the stockholders of the Corporation of the sale of substantially all of the

Corporation's business and/or assets to a person or entity which is not a Subsidiary.

"Fair Market Value" on any date means the most recent price per share at which shares of Common Stock was sold to the AECOM Technology Corporation Retirement & Savings Plan (RSP) or the most recent per share valuation of the Common Stock under the AECOM RSP.

"Grantor" shall mean the Committee in its capacity as grantor of Awards.

"Incentive Stock Option" shall mean an incentive stock option within the meaning of Section 422A of the Code, the award of which contains such provisions as are necessary to comply with that section.

"Nonqualified Stock Option" shall mean an option granted pursuant to this Plan which is designated as a Nonqualified Stock Option.

"Option" shall mean an option to purchase Common Stock under this Plan. An option shall be designated by the Grantor as a Nonqualified Stock Option or an Incentive Stock Option.

"Participant" shall mean an Eligible Employee who has been granted an Award.

"Performance Share Award" shall mean an award of the right to receive shares of Common Stock or cash as described in Section 6.8, issuance or payment of which is contingent upon attainment of performance objectives specified by the Grantor.

"Personal Representative" shall mean the person or persons who, upon the disability or incompetence of a Participant, shall have acquired on behalf of the Participant by legal proceeding or otherwise the right to receive the benefits specified in this Plan.

"Plan" means this AECOM Technology Corporation 2000 Stock Incentive Plan, as the same may be amended and restated from time to time.

"Restricted Stock" shall mean those shares of Common Stock issued pursuant to a Restricted Stock Award which are not free of the restrictions set forth in the related Award Agreement.

“Restricted Stock Award” shall mean an award of a fixed number of shares of Common Stock to the Participant subject, however, to payment of such consideration, if any, and such forfeiture provisions, as are set forth in the Award Agreement.

“Retirement” shall mean retirement of an individual as an employee of the Company at any time described in Section 10.1 of the Ashland Technology Corp. Investment Plan or in any successor section or plan, in each case, as from time to time in effect.

“Stock Appreciation Right” shall mean a right to receive a number of shares of Common Stock or an amount of cash, or a combination of shares and cash, determined as provided in Section 4.3(a).

“Subsidiary” shall mean any corporation or other entity a majority or more of whose outstanding voting stock or voting power is beneficially owned directly or indirectly by the Corporation.

“Total Disability” shall mean physical and/or mental incapacity of such a nature that it qualifies a Participant for the receipt of benefits under a long term disability welfare plan maintained by the Company.

II. THE PLAN

2.1 Purpose.

The purpose of this Plan is to promote the success of the Company by providing an additional means to attract and retain key personnel through added long-term incentive for high levels of performance and for significant efforts to improve the financial performance of the Company by granting Awards.

2.2 Administration.

This Plan shall be administered by the Committee. Action of the Committee with respect to the administration of this Plan shall be taken pursuant to a majority vote or the written consent of all of its members. In the event action by the Committee is taken by written consent of all of its members, the action by the Committee shall be deemed to have been taken at the time specified in the consent or, if none is specified, at the time of the last signature. The Committee may delegate administrative functions to individuals who are officers or employees of the Company.

Subject to the express provisions of this Plan, the Committee shall have the authority to construe and interpret this Plan and any agreements defining the rights and obligations of the Company and Participants under this Plan, to further define the terms used in this Plan, to prescribe, amend the rescind rules and regulations relating to the administration of this Plan, to determine the duration and purposes of leaves of absence which may be granted to Participants without constituting a termination of their employment for purposes of this Plan and to make all other determinations necessary or advisable for the administration of this Plan. The determinations of the Committee on the foregoing matters shall be conclusive.

Any action taken by, or inaction of, the Corporation, any subsidiary, the Board of Directors or the Committee relating to this Plan shall be within the absolute discretion of that entity or body and shall be conclusive and binding upon all persons. No member of the Board of Directors or Committee, or officer of the Corporation or Subsidiary, shall be liable for any such action or inaction of the entity or body, of another person or, except in circumstances involving bad faith, of himself or herself. Subject only to compliance with the express provisions hereof, the Board of Directors and the Committee may act in their absolute discretion in matters related to this Plan.

2.3 Participation.

Awards may be granted only to Eligible Employees. An Eligible Employee who has been granted an Award may, if otherwise eligible, be granted additional Awards if the Grantor shall so determine. Members of the Board of Directors who are not officers, employees, or special consultants of the Company shall not be eligible to receive Awards. Members of the Committee who are not officers or employees of the Company shall not be eligible to receive Awards.

2.4 Stock Subject to this Plan.

Subject to Section 7.2, the stock to be offered under this Plan shall be treasury shares or shares of the Corporation's authorized but unissued Common Stock. The aggregate amount of Common Stock that may be issued or transferred pursuant to Awards granted under this Plan shall not exceed 4,000,000 shares, subject to adjustment as set forth in Section 7.2. If any Option and any related Stock Appreciation Right shall lapse or terminate without having been exercised in full, or any Common Stock subject to a Restricted Stock Award shall not vest or any Common Stock subject to a Performance Share Award shall not have been transferred, the unpurchased, unvested or untransferred shares

subject thereto shall again be available for purposes of this Plan. If a Stock Appreciation Right or similar right is exercised or a Performance Share Award based on the increased market value of a specified number of shares of Common Stock is paid in shares, only the number of shares actually issued shall be charged against the maximum amount of Common Stock that may be delivered pursuant to Awards under this Plan and, if applicable, such Award. In addition, if the Company withholds shares of Common Stock otherwise payable under this Plan for tax withholding purposes as outlined in Section 7.7, only the actual shares issued pursuant to the Award and not the shares withheld for withholding taxes shall be charged against the maximum amount of Common Stock that may be delivered pursuant to the Awards under this Plan and, if applicable, such Award.

2.5 Grants of Awards.

Either the Board of Directors or, if different, the Committee may grant Awards in accordance with the provisions of this Plan. The grant of an Award is made on the Award Date.

III. OPTIONS.

3.1 Grants.

One or more Options may be granted to any Eligible Employee. Each Option so granted shall be designated by the Grantor as either a Nonqualified Stock Option or Incentive Stock Option, subject to Section 3.5.

3.2 Option Price.

The purchase price per share of the Common Stock covered by each Option shall be determined by the Grantor but shall not be less than the Fair Market Value of such Common Stock on the Award Date. The purchase price of any shares purchased shall be paid in full at the time of each purchase in cash, or, provided that the Grantor permits such exercise, by net "cashless" exercise through the Company's retention of that number of Option shares that would have been issued upon the exercise of such Option that have a Fair Market Value, on the date of exercise of the Option, equal to the aggregate Option price, or partly in such shares and partly in cash, or in such other form or such other manner as the Committee may determine.

3.3 Option Period.

Each Option and all rights or obligations thereunder shall expire on such date as shall be determined by the Grantor,

but not later than ten years and one day after the Award Date, and shall be subject to earlier termination as hereinafter provided.

3.4 Exercise of Options.

Except as otherwise provided in Section 7.4 and subject to Section 7.5, an Option may become exercisable, in whole or in part, subsequent to the date or dates specified in the Award Agreement and until the expiration or earlier termination of the Participant's Option. The Grantor may, at any time after grant of the Option and from time to time, increase the number of shares purchasable at any time so long as the total number of shares subject to the Option is not increased. No Option shall be exercisable except in respect of whole shares, and fractional share interests shall be disregarded.

3.5 Limitations on Grant of Incentive Stock Options.

(a) To the extent that the aggregate fair market value of Common Stock with respect to which Incentive Stock Options may first be exercisable by a Participant in any calendar year exceeds \$100,000, taking into account both Common Stock subject to Incentive Stock Options under this Plan and stock subject to incentive stock options under all other plans of the Corporation, any parent corporation and any Subsidiaries, such Options shall be treated as Nonqualified Stock Options. For purposes of determining whether the \$100,000 limit is exceeded, the Fair Market Value of Common Stock subject to Options shall be determined as of the date the Options are awarded. In reducing Options to meet the \$100,000 limit, the most recently granted Options shall be reduced first. To the extent a reduction of simultaneously granted Options is necessary to meet the \$100,000 limit, the Corporation may, in the manner and to the extent permitted by law, designate which shares of Common Stock are to be treated as shares acquired pursuant to the exercise of an Incentive Stock Option.

(b) There shall be imposed in the Award Agreement relating to Incentive Stock Options such terms and conditions as are required in order that the Option be an "incentive stock option" as that term is defined in Section 422A of the Code.

(c) No Incentive Stock Option may be granted to any person, who, at the time the Incentive Stock Option is granted, owns shares of outstanding Common Stock possessing more than 10% of the total combined voting power of all classes of stock of the Company, unless the exercise price of such Incentive Stock Option is at least 110% of the Fair Market Value of the common stock subject to the Incentive stock Option and such Incentive stock

Option by its terms is not exercisable after the expiration of five years from the date such Incentive Stock option is granted.

IV. STOCK APPRECIATION RIGHTS.

4.1 Grants.

In its discretion, the Grantor may grant Stock Appreciation Rights concurrently with the grant of Options. A Stock Appreciation Right shall extend to all or a portion of the shares covered by the related Option. If a Stock Appreciation Right extends to less than all the shares covered by the related Option and if a portion of the related Option is thereafter exercised, the number of shares subject to the unexercised Stock Appreciation Right shall be reduced only if and to the extent that the remaining number of shares covered by such related Option is less than the remaining number of shares subject to such Stock Appreciation Right. A Stock Appreciation Right shall entitle the Participant who holds the related Option, upon exercise of the Stock Appreciation Right and surrender of the related Option, or portion thereof, to the extent the Stock Appreciation Right and related Option each were previously unexercised, to receive payment of an amount determined pursuant to Section 4.3. Any Stock Appreciation Right granted in connection with an Incentive Stock Option shall contain such terms as may be required to comply with the provisions of Section 422A of the Code and the regulations promulgated thereunder.

4.2 Exercise of Stock Appreciation Rights.

(a) A Stock Appreciation Right shall be exercisable only at such time or times, and to the extent, that the related Option shall be exercisable and only when the Fair Market Value of the stock subject to the related Option exceeds the exercise price of the related Option.

(b) Notwithstanding any other provision of this Plan, the Committee may impose, by rule and in Award Agreements, such conditions upon a Stock Appreciation Right and the related Option and upon their exercise (including, without limitation, conditions limiting the time of exercise to specified periods) as may be required to satisfy applicable regulatory requirements, including, without limitation, Rule 16b-3 (or any successor rule) promulgated by the Securities and Exchange Commission pursuant to the Act.

(c) In the event that a Stock Appreciation Right is exercised, the number of shares of Common Stock subject to the related Option shall be charged against the maximum amount of

Common Stock that may be issued or transferred pursuant to Awards under this Plan. The number of shares subject to the Stock Appreciation Right and related Option shall be reduced by such number of shares.

4.3 Payment.

(a) Upon exercise of a Stock Appreciation Right and surrender of an exercisable portion of the related Option, the Participant shall be entitled to receive payment of an amount determined by multiplying:

(i) the difference obtained by subtracting the exercise price per share of Common Stock under the related Option from the Fair Market Value of a share of Common Stock on the date of exercise of the Stock Appreciation Right, by

(ii) the number of shares with respect to which the Stock Appreciation Right shall have been exercised.

(b) The Committee or the Board of Directors shall settle the amount determined under paragraph (a) above solely in shares of Common Stock (valued at Fair Market Value on the date of exercise of the Stock Appreciation Right) except that cash shall be paid in lieu of fractional shares. Such settlement shall be as soon as practicable after exercise.

V. RESTRICTED STOCK AWARDS.

5.1 Grants.

Subject to section 2.4, the Grantor may, in its discretion, grant one or more Restricted Stock Awards to any Eligible Employee. Each Restricted Stock Award Agreement shall specify the number of shares of Common Stock to be issued to the Participant, the date of such issuance, the price, if any, to be paid for such shares by the Participant and the restrictions imposed on such shares, which restrictions shall not terminate earlier than one year after the Award Date. Shares of Restricted Stock shall be evidenced by a stock certificate registered only in the name of the Participant, which stock certificate shall be held by the Corporation until the restrictions on such shares shall have lapsed and those shares shall have thereby vested. Pending the lapse of such restrictions, the Participants shall, upon issuance of the Restricted Stock Award, execute a stock power authorizing the Corporation to take any necessary actions consistent with the Plan prior to vesting.

5.2 Restrictions.

(a) Shares of Common Stock included in Restricted Stock Awards may not be sold, assigned, transferred, pledged or otherwise disposed of or encumbered, either voluntarily or involuntarily, until such shares have vested.

(b) Participants receiving Restricted Stock shall be entitled to dividend and voting rights for the shares issued even though they are not vested, provided that such rights shall terminate immediately as to any forfeited Restricted Stock.

(c) In the event that the Participant shall have paid cash in connection with the Restricted Stock Award, the Award Agreement shall specify whether and to what extent such cash shall be returned upon a forfeiture (with or without an earnings factor).

VI. PERFORMANCE SHARE AWARDS.

6.1 Grants.

The Grantor may, in its discretion, grant Performance Share Awards to Eligible Employees based upon such factors as the Grantor shall determine. A Performance Share Award shall specify the number of shares of Common Stock or notional units representing shares of Common Stock subject to the Performance Share Award, the price, if any, to be paid for such shares by the Participant and the conditions upon which settlement to the Participant shall be based, which settlement shall not be earlier than one year after the Award Date.

The Committee or the Board of Directors, in its sole discretion, may settle the Performance Share Award solely in shares of Common Stock, solely in cash, or partly in such shares and partly in cash provided that the Committee or the Board of Directors shall have determined that such payment is consistent with applicable law. If settled in cash solely or in part, the shares or notional units represented by the Performance Share Award shall be valued at Fair Market Value on the date of settlement or on other such date as specified in the Performance Share Award.

VII. OTHER PROVISIONS.

7.1 Rights of Eligible Employees, Participants and Beneficiaries.

(a) Status as an Eligible Employee shall not be construed as a commitment that any Award will be made under this Plan to an Eligible Employee or to Eligible Employees generally.

(b) Nothing contained in this Plan (or in Award Agreements or in any other documents related to this Plan or to Awards) shall confer upon any Eligible Employee or Participant any right to continue in the employ of the Company or constitute any contract or agreement of employment, or interfere in any way with the right of the Company to reduce such person's compensation or to terminate the employment of such Eligible Employee or Participant, with or without Cause, but nothing contained in this Plan or any document related thereto shall affect any other contractual right of any Eligible Employee or Participant.

(c) Amounts payable pursuant to an Award shall be paid only to the Participant or, in the event of the Participant's death, to the Participant's Beneficiary or, in the event of the Participant's Total Disability, to the Participant's Personal Representative or, if there is none, to the Participant. Other than by will or the laws of descent and distribution, no benefit payable under, or interest in, this Plan or in any Award shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge and any such attempted action shall be void and no such benefit or interest shall be, in any manner, liable for, or subject to, debts, contracts, liabilities, engagements or torts of any Eligible Employee, Participant or Beneficiary. The Committee shall disregard any attempt at transfer, assignment or other alienation prohibited by the preceding sentence and shall pay or deliver such cash or shares of Common Stock in accordance with the provisions of this Plan.

(d) No Participant, Beneficiary or other person shall have any right, title or interest in any fund or in any specific asset (including shares of Common Stock) of the Company by reason of any Award granted hereunder. There shall be no funding of any benefits which may become payable hereunder. Neither the provisions of this Plan (or of any documents related hereto), nor the creation or adoption of this Plan, nor any action taken pursuant to the provisions of this Plan shall create, or be construed to create, a trust of any kind or a fiduciary relationship between the Company and any Participant, Beneficiary or other person. To the extent that a Participant, Beneficiary

or other person acquires a right to receive an Award hereunder, such right shall be no greater than the right of any unsecured general creditor of the Company. Awards payable under this Plan shall be paid from the general assets of the Corporation, and no special or separate fund or deposit shall be established and no segregation of assets shall be made to assure payment of such Awards. Nothing in this Plan shall be deemed to give any Eligible Employee or Participant any right to participate in this Plan except in accordance herewith.

7.2 Adjustments upon Changes in Capitalization.

If the outstanding shares of Common Stock are increased, decreased or changed into, or exchanged for, a different number or kind of shares or securities of the Corporation through a reorganization or merger in which the corporation is the surviving entity, or through a combination, recapitalization, reclassification, stock split, stock dividend, stock consolidation or otherwise, an appropriate adjustment shall be made in the number and kind of shares that may be issued pursuant to Awards. A corresponding adjustment to the consideration payable with respect to Awards granted prior to any such change and to the price, if any, paid in connection with Restricted Stock Awards shall also be made. Any such adjustment, however, shall be made without change in the total payment, if any, applicable to the portion of the Award not exercised, vested or issued with a corresponding adjustment in the price for each share. Corresponding adjustments shall be made with respect to Stock Appreciation Rights based upon the adjustments made to the Options to which they are related.

Upon the dissolution or liquidation of the Corporation, or upon a reorganization, merger, or consolidation of the Corporation with one or more corporations as a result of which the Corporation is not the surviving Corporation, this Plan shall terminate, and any outstanding options, Stock Appreciation Rights and Performance Share Awards shall terminate and any Restricted Stock shall be forfeited, unless provision be made in connection with such transaction for the assumption of Awards theretofore granted, or the substitution for such Awards of new incentive awards covering the stock of a successor employer corporation, or a parent or subsidiary thereof, with appropriate adjustments as to number and kind of shares and prices.

In so adjusting Common Stock to reflect such changes, or in determining that no such adjustment is necessary, the Board of Directors may rely upon the advice of independent counsel and accountants of the Corporation, and the determination of the Board of Directors shall be conclusive. No fractional shares of stock shall be issued under this Plan on account of any such adjustment.

7.3 Termination of Employment.

(a) Upon the date a Participant is no longer employed by the Company for any reason other than Retirement, death, Total Disability or termination by the Company without Cause, (i) any outstanding Options on that date shall terminate; (ii) shares of Common Stock subject to the Participant's Restricted Stock Award shall be forfeited in accordance with the provisions of the related Award Agreement to the extent such shares have not become vested on that date; and (iii) shares of Common Stock subject to the Participant's Performance Share Award shall be forfeited in accordance with the provisions of the related Award Agreement to the extent such shares have not been issued or become issuable on that date.

(b) Upon the date a Participant is no longer employed by the Company as a result of Retirement, death, Total Disability or termination by the Company without Cause, (i)(a) in the case of Retirement prior to age 62 or termination by the Company without cause, the Participant shall have three months from that date to exercise the Participant's Options to the extent they shall have become exercisable by that date and any Options not exercisable on that date shall terminate; (b) in the case of Retirement at or after age 62, or death or Total Disability (if the Participant dies or becomes disabled while in the employ of the Company or during the period referred to in subpart (i)(a) of this Section 7(b)), the Participant or his or her Beneficiary, or Personal Representative, as the case may be, shall have one year from that date to exercise the Participant's Options to the extent that they shall have become exercisable by that date; (ii) shares of Common Stock subject to the Participant's Restricted Stock Award shall be forfeited in accordance with the provisions of the related Award Agreement to the extent such shares have not become vested on that date; and (iii) shares of Common Stock subject to the Participant's Performance Share Award shall be forfeited in accordance with the provisions of the related Award Agreement to the extent such shares have not been issued or become issuable on that date. In the event of termination of employment as a result of Retirement, death or Total Disability, the Grantor may, in its discretion, increase the portion of the Participant's Award available to the Participant, or his or her Beneficiary or Personal Representative, as the case may be, upon such terms as the Grantor shall determine.

(c) Each stock Appreciation Right shall have the same termination provisions and exercisability periods as the Option to which it relates. The exercisability period of a Stock Appreciation Right or of an Option shall not exceed that provided in Section 3.3 or in the related Award Agreement. Each Option

and Stock Appreciation Right shall expire at the end of that exercisability period.

(d) If an entity ceases to be a Subsidiary, other than by merger with the Corporation or a parent of the Corporation, such action shall be deemed for purposes of this Section 7.3 to be a termination of employment without Cause of each employee of that entity.

(e) Upon forfeiture of a Restricted Stock Award pursuant to this Section 7.3, the Participant, or his or her Beneficiary or Personal Representative, as the case may be, shall transfer to the Corporation the portion of the Restricted Stock Award not vested at the date of termination of employment, without payment of any consideration by the Company for such transfer unless the Participant paid a purchase price in which case repayment, if any, of that price shall be governed by the Award Agreement. Notwithstanding any such transfer to the Corporation, or failure, refusal or neglect to transfer, by the Participant, or his or her Beneficiary or Personal Representative, as the case may be, such nonvested portion of any Restricted Stock Award shall be deemed transferred automatically to the Corporation on the date of termination of employment. The Participant's original acceptance of the Restricted Stock Award shall constitute his or her appointment of the Corporation and each of its authorized representatives as attorney(s)-in-fact to effect such transfer and to execute such documents as the Corporation or such representatives deem necessary or advisable in connection with such transfer.

7.4 Acceleration of Awards.

Upon the Retirement after age 62 or the death or Total Disability of a Participant, or upon the occurrence of an Event, (i) each Option and such related Stock Appreciation Right shall become immediately exercisable to the full extent theretofore not exercisable, (ii) Restricted Stock shall immediately vest free of restrictions and (iii) the number of shares covered by each Performance share Award shall be issued to the Participant; provided, however, that Awards shall not, in any event, be so accelerated to a date less than one year after the Award Date. Acceleration of Awards shall comply with applicable regulatory requirements, including, without limitation, Rule 16b-3 promulgated by the Securities and Exchange Commission pursuant to the Act and Section 422A of the Code.

7.5 Continuation of Employment.

No Option or Stock Appreciation Right shall be exercisable, no Restricted Stock shall vest and no Performance Share Award shall be paid unless the Participant has remained in

the continuous employment of the Company for at least one year from the Award Date.

7.6 Government Regulations.

This Plan, the granting of Awards under this Plan and the issuance or transfer of shares of Common Stock (and/or the payment of money) pursuant thereto are subject to all applicable Federal and state laws, rules and regulations and to such approvals by any regulatory or governmental agency (including without limitation “no action” positions of the Securities and Exchange Commission) which may, in the opinion of counsel for the Corporation, be necessary or advisable in connection therewith. Without limiting the generality of the foregoing, no Awards may be granted under this Plan, and no shares shall be issued by the Corporation, nor cash payments made by the Corporation, pursuant to or in connection with any such Award, unless and until, in each such case, all legal requirements applicable to the issuance or payment have, in the opinion of counsel to the Corporation, been complied with. In connection with any stock issuance or transfer, the person acquiring the shares shall, if requested by the Corporation, give assurances satisfactory to counsel to the Corporation in respect of such matters as the Corporation may deem desirable to assure compliance with all applicable legal requirements.

7.7 Tax Withholding.

The Company shall have the right at its option to: (1) require the Participant to pay or provide for payment of the amount of any taxes which the Company may be required to withhold with respect to a distribution to the Participant; or (2) reduce the number of shares to be delivered by (or otherwise reacquire) the appropriate number of shares, valued at their then Fair Market Value, to satisfy the minimum applicable withholding obligation. There is no obligation under this Plan that any Participant be advised of the existence of the tax or the amount required to be withheld.

Notwithstanding any other provision of this Plan, the Committee may impose such conditions on the payment of any withholding obligation as may be required to satisfy applicable regulatory requirements, including, without limitation, Rule 16b-3 promulgated by the Securities and Exchange Commission pursuant to the Act.

7.8 Amendment, Termination and Suspension.

The Board of Directors may, at any time, terminate or, from time to time, amend, modify or suspend this Plan (or any

part thereof). In addition, the Committee may, from time to time, amend or modify any provision of this Plan except Section 7.4. The Grantor, with the consent of the Participant, may make such modifications of the terms and conditions of such Participant's Award as it shall deem advisable. No Awards may be granted during any suspension of this Plan or after its termination. The amendment, suspension or termination of this Plan shall not, without the consent of the Participant, alter or impair any rights or obligations pertaining to any Awards granted under this Plan prior to such amendment, suspension or termination, including any right to acceleration under Section 7.4. The Grantor shall have the power and may, with the consent of the Participant, cancel any existing Awards and reissue Awards to the Participant, having a new and lower Fair Market Value, but otherwise bearing substantially similar terms to the cancelled Awards.

7.9 Privileges of Stock Ownership; Nondistributive Intent.

A Participant shall not be entitled to the privilege of stock ownership as to any shares of Common stock not actually issued to him. Upon the issuance and transfer of shares to the Participant, unless a registration statement is in effect under the Securities Act of 1933, as amended, relating to such issued and transferred Common Stock and there is available for delivery a prospectus meeting the requirements of Section 10 of such Act, the Common Stock may be issued and transferred to the Participant only if he represents and warrants in writing to the Corporation that the shares are being acquired for investment and not with a view to the resale or distribution thereof. No shares shall be issued and transferred unless and until there shall have been full compliance with any then applicable regulatory requirements (including those of any exchanges upon which any Common Stock of the Corporation may be listed).

7.10 Effective Date of this Plan.

This Plan shall be effective February 25, 2000.

7.11 Term of this Plan.

Unless previously terminated by the Board of Directors or the Committee, this plan shall terminate at the close of business on the tenth anniversary of the effective date of this Plan, determined in accordance with Section 7.10, and no Awards shall be granted under the Plan thereafter, but such termination shall not affect any Award theretofore granted.

7.12 Governing Law.

This Plan and the documents evidencing Awards and all other related documents shall be governed by, and construed in accordance with, the laws of the State of California. If any provision shall be held by a court of competent jurisdiction to be invalid and unenforceable, the remaining provisions of this Plan shall continue to be fully effective.

IN WITNESS WHEREOF, the Corporation has caused this amended and restated Plan to be executed this day of , 2006.

AECOM TECHNOLOGY CORPORATION

By: _____

ATTEST:

Corporate Secretary

AMENDED AND RESTATED
AECOM TECHNOLOGY CORPORATION
2000 STOCK INCENTIVE PLAN
(As Amended and Restated Effective October 1, 2006)

AMENDED AND RESTATED
AECOM TECHNOLOGY CORPORATION
STOCK INCENTIVE PLAN FOR NON-EMPLOYEE DIRECTORS

ARTICLE I. GENERAL PROVISIONS

1. PURPOSE

The purpose of this Amended and Restated AECOM Technology Corporation Stock Incentive Plan For Non-Employee Directors (the “Plan”) is to provide each Director with the ability to increase his or her proprietary interest in the Company’s long-term prospects by providing for the grant of options to purchase AECOM Common Stock to Directors.

2. DEFINITIONS

The following definitions shall be applicable throughout the Plan:

- (a) “Act” means the Securities Act of 1933, as amended from time to time.
 - (b) “Agreement” means a written agreement setting forth the terms of an Option.
 - (c) “Beneficiary” means the person(s) who, upon the death of a Participant, shall have acquired pursuant to Article III(1), the right to receive the benefits specified under this Plan in the event of a Director’s death.
 - (d) “Board” means the Board of Directors of AECOM Technology Corporation.
 - (e) “Code” means the Internal Revenue Code of 1986, as amended from time to time.
 - (f) “Committee” means the Compensation Committee of the Board or any other committee appointed by the Board to administer the Plan, which committee shall be comprised only of two or more directors or such greater number of directors as may be required under applicable law.
 - (g) “Common Stock” means, prior to the effective date of the merger of AECOM Technology Corporation with and into the AECOM Merger Subsidiary Corporation (which shall be renamed AECOM Technology Corporation) (the “Merger Date”), the common stock (\$.001 par value) of AECOM Technology Corporation. On the Merger Date, each outstanding Option with respect to such common stock shall be converted to an Option with respect to Class A common stock, divided pro-rata into shares of class A-1, A-2 and A-3 common stock. All grants made on or after the Merger Date shall be made with respect to Class B common stock.
 - (h) “Company” means AECOM Technology Corporation.
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- (i) “Directory” means any director of the Company who is not employed by the Company or any of its Subsidiaries or by any holder of more than five percent (5%) of the outstanding voting securities of the Company.
 - (j) “Event” shall mean any of the following:
 - (i) Approval by the stockholders of the Company of the dissolution or liquidation of the Company;
 - (ii) Approval by the stockholders of the Company of an agreement to merge or consolidate, or otherwise reorganize, with or into one or more entities which are not Subsidiaries, as a result of which less than 50% of the outstanding voting securities of the surviving or resulting entity are, or are to be, owned by former stockholders of the Company (excluding from the term “former stockholders” a stockholder who is, or as a result of the transaction in question becomes, an “affiliate”, as that term is used in the Exchange Act and the Rules promulgated thereunder, of any party to such merger, consolidation or reorganization); or
 - (iii) Approval by the stockholders of the Company of the sale of substantially all of the Company’s business and/or assets to a person or entity which is not a Subsidiary.
 - (k) “Exchange Act” means the Securities Exchange Act of 1934, as amended.
 - (l) “Exercise Price” means with respect to each share of Common Stock subject to an Option, the price at which such share may be purchased from the Company pursuant to the exercise of such Option.
 - (m) “Fair Market Value” means, as of any specified date:
 - (i) If the Common Stock is listed or admitted to trade on a national securities exchange, the closing price of the Common Stock on the Composite Tape, as published in the Western Edition of the Wall Street Journal, of the principal national securities exchange on which the Common Stock is so listed or admitted to trade, on such date, or, if there is no trading of the Common Stock on such date (or if the market has not closed at the applicable time), then the closing price of the Common Stock as quoted on such Composite Tape on the next preceding date on which there was trading in such shares;
 - (ii) If the Common Stock is not listed or admitted to trade on a national securities exchange, the last/closing price for the Common Stock on such date, as furnished by the National Association of Securities Dealers, Inc. (“NASD”) through the NASDAQ National Market Reporting System or a similar organization if the NASD is no longer reporting such information;
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- (iii) If the Common Stock is not listed or admitted to trade on a national securities exchange and is not reported on the National Market Reporting System, the mean between the bid and asked price for the Common Stock on such date, as furnished by the NASD or a similar organization; or
- (iv) If the Common Stock is not listed or admitted to trade on a national securities exchange, is not reported on the National Market Reporting System and if bid and asked prices for the Common Stock are not furnished by the NASD or a similar organization, the value as established by the Committee at such time for purposes of this Plan.
- (n) “Nonqualified Stock Option” means any Option that does not comply with the provisions of Section 422 of the Code.
- (o) “Option” means the right to purchase Common Stock as provided in Article 11.
- (p) “Participant” means a Director who has been granted Options under this Plan.
- (q) “Personal Representative” means the person or persons who, upon the disability or incompetence of a Director, shall have acquired on behalf of the Director, by legal proceeding or otherwise, the right to receive the benefits specified in this Plan.
- (r) “Plan” means this Amended and Restated AECOM Technology Corporation Stock Incentive Plan For Non-Employee Directors.
- (s) “Subsidiary” means any corporation or any other entity a majority of whose outstanding voting stock or voting power is beneficially owned directly or indirectly by the Company.
- (t) “Termination” means retirement from the Board or termination of service as a Director for any other reason.

3. **SHARES: ADJUSTMENTS IN EVENT OF CHANGES IN CAPITALIZATION**

- (a) Shares Authorized for Issuance; Cut Backs. There shall be reserved for issuance under the Plan 250,000 shares of Common Stock, subject to adjustment pursuant to subsection (b) below, in connection with the award of Options. Such shares shall be authorized but unissued shares of Common Stock. If any Option shall expire without having been exercised in full, the shares subject to the unexercised portion of such Option shall again be available for the purposes of the Plan. If any grant of an Option would cause the sum of the shares of Common Stock previously issued and shares issuable under outstanding Options under the Plan to exceed the maximum number of shares authorized under the Plan, the Company shall prorate among the Eligible Directors the grant of new Options granted to that date. If and for so long as no available share authorization remains, no additional Options shall be granted for such duration.
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- (b) Adjustments in Certain Events. In the event of any change in the outstanding Common Stock of the Company by reason of any stock split, stock dividend, recapitalization, merger, consolidation, reorganization, combination, or exchange of shares, split-up, split-off, spin-off, liquidation or other similar change in capitalization, or any distribution to common shareholders other than cash dividends, the number or kind of shares that may be issued under the Plan shall be automatically adjusted so that the proportionate interest of the Directors shall be maintained as before the occurrence of such event. Such adjustment shall be conclusive and binding for all purposes of the Plan.

4. ELIGIBILITY

Any Director of the Company shall be eligible to participate in the Plan.

5. ADMINISTRATION

Full power and authority to construe, interpret and administer the Plan shall be vested in the Committee. Decisions of the Committee shall be final, conclusive and binding upon all parties. Day-to-day administration of the Plan shall be the responsibility of the Company's Corporate Human Resources Department. This Department may authorize new or modify existing forms for use under this Plan so long as any such modified or new forms are not inconsistent with the terms of the Plan.

ARTICLE II. OPTIONS

1. INITIAL OPTION GRANT

On the effective date of this Plan, each person who is a Director as of such date shall be awarded an Option to purchase 5,000 shares of Common Stock. After the effective date, if any person who becomes a Director, such Director shall be granted (without further action by the Committee) an option to purchase 5,000 shares of Common Stock; the date of grant of which shall be the date the Director takes office.

2. ANNUAL OPTION GRANT

On the first business day following the Company's Annual Meeting of Shareholders in 1996 and each year thereafter until 2005, or, if no such meeting is held, on April 1 or the first business day thereafter, and each year thereafter, each person who is a Director on the Award Date shall be automatically granted (without further action by the Committee) an Option to purchase 2,500 shares of Common Stock.

3. OPTION TERMS

Options granted under the Plan shall be subject to the following terms and conditions:

- (a) Option Designation and Agreement. Any Option granted under the Plan shall be granted as a Nonqualified Stock Option. Each Option shall be evidenced by an
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Agreement between the recipient and the Company containing the terms and conditions of the Option.

- (b) Option Price. The Exercise Price of Common Stock issued pursuant to each Option shall be equal to 100% of the Fair Market Value of the Common Stock on the date of grant.
 - (c) Term of Option. No Option shall be exercisable more than ten years after the date the Option is granted, subject to earlier termination as provided below.
 - (d) Vesting. Options granted under the Plan shall vest six months after the date of grant.
 - (e) Exercise. Options, to the extent they are vested, may be exercised in whole or in part at any time during the option period; provided, however, that an option may not be exercised at any time for fewer than 100 shares (or the total remaining shares covered by the Option if fewer than 100 shares) during the term of the Option. The specified number of shares will be issued upon receipt by the Company of (i) notice from the optionee of exercise of an Option, and (ii) payment to the Company (as provided in (f) below) of the Exercise Price for the number of shares with respect to which the Option is exercised. Each such notice and payment shall be delivered or mailed by postpaid mail, addressed to the Treasurer of the Company at AECOM Technology Corporation, 555 South Flower Street, Suite 3700, Los Angeles, California 90071, or such other place as the Company may designate from time to time.
 - (f) Payment for Shares. The Exercise Price for the Common Stock shall be paid in full when the Option is exercised. The Exercise Price may be paid in whole or in part (i) in cash, (ii) in whole shares of Common Stock owned by the Director six months or longer and evidenced by negotiable certificates, valued at their Fair Market Value on the date of exercise, (iii) by a combination of such methods of payment, or (iv) in such other form or in such other manner as the Committee may determine. In addition, a Director may exercise the Option by effecting a "cashless exercise" of the Option; that is providing assurance from a broker registered under the Exchange Act, of the delivery of the proceeds of an imminent sale of the stock to be issued pursuant to the exercise of such Option, such sale to be made at the direction of the Director.
 - (g) Termination. If a Director's service on the Board terminates by reason of (i) normal retirement from the Board at age 72, (ii) the death or total and permanent disability within the meaning of Section 22(e)(3) of the Code of such Director, (iii) an Event, or (iv) voluntary early retirement to take a position in governmental service, any Option held by such Director may thereafter be exercised by the Director, or in the event of death by his or her Beneficiary, to the extent it was vested and exercisable at the time of termination (i) for a period equal to the number of years of completed Board service as of the date of termination of the
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Director on whose behalf the Option is exercised, or (ii) until the expiration of the stated term of such Option, whichever period is the shorter. In the event of termination for any reason other than those set forth above, any Option held by such Director may thereafter be exercised by the Director to the extent it was vested and exercisable at the time of termination (i) for a period of one year from the date of such termination or (ii) until the expiration of the stated term of such Option, whichever period is the shorter.

- (h) Term. No Option shall be granted pursuant to the Plan on or after the tenth anniversary of the effective date of this Plan, but Option awards granted prior to such tenth anniversary may extend beyond that date until the expiration of their terms.

ARTICLE III. MISCELLANEOUS PROVISIONS

1. BENEFICIARY DESIGNATION

A Director may designate any person to whom payments are to be made if the Director dies before receiving payment of all amounts due hereunder. A designation of Beneficiary will be effective only after the signed Election is filed with the Secretary of the Company while the Director is alive and will cancel all designations of a Beneficiary signed and filed earlier. If the Director fails to designate a Beneficiary as provided above, remaining unpaid amounts shall be paid to the estate of such Director. If all Beneficiaries of the Director die before the Director or before complete payment of all amounts due hereunder, the remaining unpaid amounts shall be paid to the estate of the last to die of such Beneficiaries.

2. INALIENABILITY OF BENEFITS

- (a) Limit On Exercise and Transfer. Unless otherwise expressly provided in (or pursuant to) this Article III(2), by applicable law and by the Award Agreement, as the same may be amended, (i) Awards are non-transferable and shall not be subject in any manner to sale, transfer, anticipation, alienation, assignment, pledge, encumbrance or charge; (ii) Awards shall be exercised only by the Participant; and (iii) amounts payable or shares issuable pursuant to any Award shall be delivered only to (or for the account of) the Participant. The Committee shall disregard any attempt at transfer, assignment or other alienation prohibited by the preceding sentence and shall pay or deliver such cash or shares of Common Stock in accordance with the provisions of the Plan.
 - (b) Exceptions. The Committee may permit Awards to be exercised by and paid to certain persons or entities related to the Participant, including but not limited to members of the Participant's immediate family, or charitable institutions, trusts or other entities controlled by or whose beneficiaries or beneficial owners are the Participant and/or members of the Participant's immediate family or to such other related persons or entities as may be approved by the Committee, pursuant to such
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conditions and procedures, including limitations on subsequent transfers, as the Committee may establish. Any permitted transfer shall be subject to the condition that the Committee receive evidence satisfactory to it that the transfer (i) is being made for essentially donative, estate and/or tax planning purposes on a gratuitous or donative basis and without consideration (other than nominal consideration or in exchange for an interest in a qualified transferee), and (ii) will not compromise the Corporation's ability to register shares issuable under this Plan on SEC Form S-8 under the Securities Act.

- (c) Further Exceptions to Limits On Transfer. The exercise and transfer restrictions in Article III(2)(a) shall not apply to (i) transfers to the Corporation, (ii) the designation of a beneficiary to receive benefits in the event of the Participant's death or, if the Participant has died, transfers to or exercise by the Participant's Beneficiary, or, in the absence of a validly designated Beneficiary, transfers to the estate, (iii) transfers to a family member (or former family member) pursuant to a domestic relations order if approved or ratified by the Committee, or (iv) if the Participant has suffered a disability, permitted transfers or exercises on behalf of the Participant by his or her legal representative.

3. GOVERNING LAW

The provisions of this Plan shall be interpreted and construed in accordance with the laws of the State of California, without giving effect to the doctrine of conflict of laws.

4. AMENDMENTS

The Committee may amend, alter or terminate this Plan at any time without the prior approval of the Directors. The Company, with the consent of the Participant, may make such modifications of the terms and conditions of such Participant's Options as it shall deem advisable. No Options may be granted during any suspension of this Plan or after its termination. The amendment, suspension or termination of this Plan shall not, without the consent of the Participant, alter or impair any rights or obligations pertaining to any Awards granted under this Plan prior to such amendment, suspension or termination.

5. COMPLIANCE WITH RULE 16B-3

It is the intention of the Company that the Plan comply in all respects with Rule 16b-3 promulgated under Section 16(b) of the Exchange Act to the extent that such Rule is applicable to the Company and that Plan participants remain non-employee directors ("Non-Employee Directors") for purposes of administering other employee benefit plans of the Company and having such other plans be exempt from Section 16(b) of the Exchange Act. Therefore, if any Plan provision is found not to be in compliance with Rule 16b-3 or if any Plan provision would disqualify Plan participants from remaining Non-Employee Directors, that provision shall be deemed amended so that the Plan does so comply and the Plan participants remain Non-Employee Directors, to the extent

permitted by law and deemed advisable by the Committee, and in all events the Plan shall be construed in favor of its meeting the requirements of Rule 16b-3.

6. **EFFECTIVE DATE**

This restated Plan shall be effective as of this 30th day of April, 2002.

AECOM TECHNOLOGY CORPORATION

By:

AECOM TECHNOLOGY CORPORATION
2006 STOCK INCENTIVE PLAN FOR NON-EMPLOYEE DIRECTORS
(As Amended and Restated Effective October 1, 2006)

ARTICLE I. GENERAL PROVISIONS

1. PURPOSE

The purpose of this AECOM Technology Corporation 2006 Stock Incentive Plan For Non-Employee Directors (the "Plan") is to provide each Director with the ability to increase his or her proprietary interest in the Company's long-term prospects by providing for the grant of options to purchase AECOM Common Stock to Directors.

2. DEFINITIONS

The following definitions shall be applicable throughout the Plan:

- (a) "Act" means the Securities Act of 1933, as amended from time to time.
 - (b) "Agreement" means a written agreement setting forth the terms of an Option.
 - (c) "Beneficiary" means the person(s) who, upon the death of a Participant, shall have acquired pursuant to Article III(1), the right to receive the benefits specified under this Plan in the event of a Director's death.
 - (d) "Board" means the Board of Directors of AECOM Technology Corporation.
 - (e) "Code" means the Internal Revenue Code of 1986, as amended from time to time.
 - (f) "Committee" means the Board, the Compensation and Organization Committee of the Board or any other committee appointed by the Board to administer the Plan, which committee shall be comprised solely of two or more directors or such greater number of directors as may be required under applicable law.
 - (g) "Common Stock" means the common stock (\$.001 par value) of AECOM Technology Corporation.
 - (h) "Company" means AECOM Technology Corporation.
 - (i) "Director" means any director of the Company who is not employed by the Company or any of its Subsidiaries or by any holder of more than five percent (5%) of the outstanding voting securities of the Company.
 - (j) "Event" shall mean any of the following:
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- (i) Approval by the stockholders of the Company of the dissolution or liquidation of the Company;
 - (ii) Approval by the stockholders of the Company of an agreement to merge or consolidate, or otherwise reorganize, with or into one or more entities which are not Subsidiaries, as a result of which less than 50% of the outstanding voting securities of the surviving or resulting entity are, or are to be, owned by former stockholders of the Company (excluding from the term “former stockholders” a stockholder who is, or as a result of the transaction in question becomes, an “affiliate”, as that term is used in the Exchange Act and the Rules promulgated thereunder, of any party to such merger, consolidation or reorganization); or
 - (iii) Approval by the stockholders of the Company of the sale of substantially all of the Company’s business and/or assets to a person or entity which is not a Subsidiary.
- (k) “Exchange Act” means the Securities Exchange Act of 1934, as amended.
- (l) “Exercise Price” means with respect to each share of Common Stock subject to an Option, the price at which such share may be purchased from the Company pursuant to the exercise of such Option.
- (m) “Fair Market Value” means, as of any specified date:
- (i) If the Common Stock is listed or admitted to trade on a national securities exchange, the closing price of the Common Stock on the Composite Tape, as published in the Western Edition of the Wall Street Journal, of the principal national securities exchange on which the Common Stock is so listed or admitted to trade, on such date, or, if there is no trading of the Common Stock on such date (or if the market has not closed at the applicable time), then the closing price of the Common Stock as quoted on such Composite Tape on the next preceding date on which there was trading in such shares;
 - (ii) If the Common Stock is not listed or admitted to trade on a national securities exchange, the last/closing price for the Common Stock on such date, as furnished by the National Association of Securities Dealers, Inc. (“NASD”) through the NASDAQ National Market Reporting System or a similar organization if the NASD is no longer reporting such information;
 - (iii) If the Common Stock is not listed or admitted to trade on a national securities exchange and is not reported on the National Market Reporting System, the mean between the bid and asked price for the Common Stock on such date, as furnished by the NASD or a similar organization; or
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- (iv) If the Common Stock is not listed or admitted to trade on a national securities exchange, is not reported on the National Market Reporting System and if bid and asked prices for the Common Stock are not furnished by the NASD or a similar organization, the value as established by the Committee at such time for purposes of this Plan, such value to be determined in a manner consistent with the AECOM Technology Corporation Retirement & Savings Plan.
- (n) “Nonqualified Stock Option” means any Option that does not comply with the provisions of Section 422 of the Code.
- (o) “Option” means the right to purchase Common Stock as provided in Article II.
- (p) “Participant” means a Director who has been granted Options under this Plan.
- (q) “Personal Representative” means the person or persons who, upon the disability or incompetence of a Director, shall have acquired on behalf of the Director, by legal proceeding or otherwise, the right to receive the benefits specified in this Plan.
- (r) “Plan” means this AECOM Technology Corporation 2006 Stock Incentive Plan For Non-Employee Directors.
- (s) “Subsidiary” means any corporation or any other entity a majority of whose outstanding voting stock or voting power is beneficially owned directly or indirectly by the Company.
- (t) “Termination” means retirement from the Board or termination of service as a Director for any other reason.

3. SHARES; ADJUSTMENTS IN EVENT OF CHANGES IN CAPITALIZATION

- (a) *Shares Authorized for Issuance; Cut Backs.* There shall be reserved for issuance under the Plan 250,000 shares of Common Stock, subject to adjustment pursuant to subsection (b) below, in connection with the award of Options. Such shares shall be authorized but unissued shares of Common Stock. If any Option shall expire without having been exercised in full, the shares subject to the unexercised portion of such Option shall again be available for the purposes of the Plan. If any grant of an Option would cause the sum of the shares of Common Stock previously issued and shares issuable under outstanding Options under the Plan to exceed the maximum number of shares authorized under the Plan, the Company shall prorate among the Eligible Directors the grant of new Options granted to that date. If and for so long as no available share authorization remains, no additional Options shall be granted for such duration. If a cashless exercise is made for any Options, only the number of shares actually issued shall be charged against the maximum amount of Common Stock that may be delivered pursuant to this Plan or any particular award.
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- (b) *Adjustments in Certain Events.* In the event of any change in the outstanding Common Stock of the Company by reason of any stock split, stock dividend, recapitalization, merger, consolidation, reorganization, combination, or exchange of shares, split-up, split-off, spin-off, liquidation or other similar change in capitalization, or any distribution to common shareholders other than cash dividends, the number or kind of shares that may be issued under the Plan shall be automatically adjusted so that the proportionate interest of the Directors shall be maintained as before the occurrence of such event. Such adjustment shall be in accordance with the requirements of Section 409A of the Code to avoid the characterization of the Option as a form of deferred compensation for purposes of Section 409A of the Code and shall be conclusive and binding for all purposes of the Plan.

4. ELIGIBILITY

Any Director of the Company shall be eligible to participate in the Plan.

5. ADMINISTRATION

Full power and authority to construe, interpret and administer the Plan shall be vested in the Committee. Decisions of the Committee shall be final, conclusive and binding upon all parties. Day-to-day administration of the Plan shall be the responsibility of the Company's Corporate Human Resources Department. This department may authorize new or modify existing forms for use under this Plan so long as any such modified or new forms are not inconsistent with the terms of the Plan.

ARTICLE II. OPTIONS

1. INITIAL OPTION GRANTS TO NEW DIRECTORS

If any person first becomes a Director after the effective date of this Plan, such Director shall be granted (without further action by the Committee) an option to purchase 5,000 shares of Common Stock; the date of grant of which shall be the date the Director takes office.

2. ANNUAL OPTION GRANT

On the first business day following the Company's Annual Meeting of Shareholders in 2006 and each year thereafter until 2015, or, if no such meeting is held, on April 1 or the first business day thereafter, and each year thereafter, each person who is a Director on the Award Date shall be automatically granted (without further action by the Committee) an Option to purchase 5,000 shares of Common Stock. Notwithstanding the foregoing, and subject to Section 3(a), the Board may, in its discretion, annually increase the number of shares of Common Stock subject to an Option to be granted under this Section 2; provided, however, that the Board may not increase the number of shares subject to an Option by more than 10% of the number of shares subject to an Option granted under this Section 2 in the prior year. For purposes of clarity, if the Board does not increase the number of shares with respect to any annual grant or does not increase the shares subject to any annual grant by the full 10% authorized, the Board may not carry over for future years any unused share increase percentage.

3. OPTION TERMS

Options granted under the Plan shall be subject to the following terms and conditions:

- (a) *Option Designation and Agreement.* Any Option granted under the Plan shall be granted as a Nonqualified Stock Option. Each Option shall be evidenced by an Agreement between the recipient and the Company containing the terms and conditions of the Option.
 - (b) *Option Price.* The Exercise Price of Common Stock issued pursuant to each Option shall be equal to 100% of the Fair Market Value of the Common Stock on the date of grant.
 - (c) *Term of Option.* No Option shall be exercisable more than ten years after the date the Option is granted, subject to earlier termination as provided below.
 - (d) *Vesting.* Options granted under the Plan shall vest six months after the date of grant.
 - (e) *Exercise.* Options, to the extent they are vested, may be exercised in whole or in part at any time during the option period; provided, however, that an option may not be exercised at any time for fewer than 100 shares (or the total remaining shares covered by the Option if fewer than 100 shares) during the term of the Option. The specified number of shares will be issued upon receipt by the Company of (i) notice from the optionee of exercise of an Option, and (ii) payment to the Company (as provided in (f) below) of the Exercise Price for the number of shares with respect to which the Option is exercised. Each such notice and payment shall be delivered or mailed by postpaid mail, addressed to the Treasurer of the Company at AECOM Technology Corporation, 555 South Flower Street, Suite 3700, Los Angeles, California 90071, or such other place as the Company may designate from time to time.
 - (f) *Payment for Shares.* The Exercise Price for the Common Stock shall be paid in full when the Option is exercised. The Exercise Price may be paid in whole or in part (i) in cash, (ii) in whole shares of Common Stock owned by the Director six months or longer and evidenced by negotiable certificates, valued at their Fair Market Value on the date of exercise, (iii) by a combination of such methods of payment, or (iv) in such other form or in such other manner as the Committee may determine. In addition, a Director may exercise the Option by effecting a net "cashless" exercise of the Option through the Company's retention of that number of Option shares that would have been issued upon the exercise of such Option that have a Fair Market Value, on the date of exercise of the Option equal to the aggregate Exercise Price, or partly in such shares and partly in cash, or in such other form or such other manner as the Committee may determine.
 - (g) *Termination.* If a Director's service on the Board terminates by reason of (i) normal retirement from the Board at age 72, (ii) the death or total and permanent
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disability within the meaning of Section 22(e)(3) of the Code of such Director, (iii) an Event, or (iv) voluntary early retirement to take a position in governmental service, any Option held by such Director may thereafter be exercised by the Director, or in the event of death by his or her Beneficiary, to the extent it was vested and exercisable at the time of termination (i) for a period equal to the number of years of completed Board service as of the date of termination of the Director on whose behalf the Option is exercised, or (ii) until the expiration of the stated term of such Option, whichever period is the shorter. In the event of termination for any reason other than those set forth above, any Option held by such Director may thereafter be exercised by the Director to the extent it was vested and exercisable at the time of termination (i) for a period of one year from the date of such termination or (ii) until the expiration of the stated term of such Option, whichever period is the shorter.

- (h) *Term.* No Option shall be granted pursuant to the Plan on or after the tenth anniversary of the effective date of this Plan, but Option awards granted prior to such tenth anniversary may extend beyond that date until the expiration of their terms.

ARTICLE III. MISCELLANEOUS PROVISIONS

1. BENEFICIARY DESIGNATION

A Director may designate any person to whom payments are to be made if the Director dies before receiving payment of all amounts due hereunder. A designation of Beneficiary will be effective only after the signed Election is filed with the Secretary of the Company while the Director is alive and will cancel all designations of a Beneficiary signed and filed earlier. If the Director fails to designate a Beneficiary as provided above, remaining unpaid amounts shall be paid to the estate of such Director. If all Beneficiaries of the Director die before the Director or before complete payment of all amounts due hereunder, the remaining unpaid amounts shall be paid to the estate of the last to die of such Beneficiaries.

2. INALIENABILITY OF BENEFITS

- (a) *Limit On Exercise and Transfer.* Unless otherwise expressly provided in (or pursuant to) this Article III(2), by applicable law and by the Award Agreement, as the same may be amended, (i) Awards are non-transferable and shall not be subject in any manner to sale, transfer, anticipation, alienation, assignment, pledge, encumbrance or charge; (ii) Awards shall be exercised only by the Participant; and (iii) amounts payable or shares issuable pursuant to any Award shall be delivered only to (or for the account of) the Participant. The Committee shall disregard any attempt at transfer, assignment or other alienation prohibited by the preceding sentence and shall pay or deliver such cash or shares of Common Stock in accordance with the provisions of the Plan.
 - (b) *Exceptions.* The Committee may permit Awards to be exercised by and paid to certain persons or entities related to the Participant, including but not limited to
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members of the Participant's immediate family, or charitable institutions, trusts or other entities controlled by or whose beneficiaries or beneficial owners are the Participant and/or members of the Participant's immediate family or to such other related persons or entities as may be approved by the Committee, pursuant to such conditions and procedures, including limitations on subsequent transfers, as the Committee may establish. Any permitted transfer shall be subject to the condition that the Committee receive evidence satisfactory to it that the transfer (i) is being made for essentially donative, estate and/or tax planning purposes on a gratuitous or donative basis and without consideration (other than nominal consideration or in exchange for an interest in a qualified transferee), and (ii) will not compromise the Corporation's ability to register shares issuable under this Plan on SEC Form S-8 under the Securities Act.

- (c) Further Exceptions to Limits On Transfer. The exercise and transfer restrictions in Article III(2)(a) shall not apply to (i) transfers to the Corporation, (ii) the designation of a beneficiary to receive benefits in the event of the Participant's death or, if the Participant has died, transfers to or exercise by the Participant's Beneficiary, or, in the absence of a validly designated Beneficiary, transfers to the estate, (iii) transfers to a family member (or former family member) pursuant to a domestic relations order if approved or ratified by the Committee, or (iv) if the Participant has suffered a disability, permitted transfers or exercises on behalf of the Participant by his or her legal representative.

3. GOVERNING LAW

The provisions of this Plan shall be interpreted and construed in accordance with the laws of the State of California, without giving effect to the doctrine of conflict of laws.

4. AMENDMENTS

The Committee may amend, alter or terminate this Plan at any time without the prior approval of the Directors. The Company, with the consent of the Participant, may make such modifications of the terms and conditions of such Participant's Options as it shall deem advisable; provided, however, that, except as provided in Article I(3)(b), no Option may be amended to reduce the Exercise Price to an amount less than the Fair Market Value of the Common Stock on the date of grant. No Options may be granted during any suspension of this Plan or after its termination. The amendment, suspension or termination of this Plan shall not, without the consent of the Participant, alter or impair any rights or obligations pertaining to any Awards granted under this Plan prior to such amendment, suspension or termination.

5. COMPLIANCE WITH RULE 16B-3

It is the intention of the Company that the Plan comply in all respects with Rule 16b-3 promulgated under Section 16(b) of the Exchange Act to the extent that such Rule is applicable to the Company and that Plan participants remain non-employee directors ("Non-Employee Directors") for purposes of administering other employee benefit plans of the Company and having such other plans be exempt from Section 16(b) of the Exchange Act. Therefore, if any Plan provision is found not to be in compliance with Rule 16b-3 or if any Plan provision would

disqualify Plan participants from remaining Non-Employee Directors, that provision shall be deemed amended so that the Plan does so comply and the Plan participants remain Non-Employee Directors, to the extent permitted by law and deemed advisable by the Committee, and in all events the Plan shall be construed in favor of its meeting the requirements of Rule 16b-3.

6. EFFECTIVE DATE

This Plan shall be effective on January 1, 2006.

IN WITNESS WHEREOF, the Company has caused this amended and restated Plan to be executed this day of , 2006

AECOM TECHNOLOGY CORPORATION

By: _____



AECOM TECHNOLOGY CORPORATION
STOCK PURCHASE PLAN
AMENDED AND RESTATED OCTOBER 1, 2006

ARTICLE I
Scope of Plan and Definitions

1.1 Purpose and Scope of Plan

The AECOM Technology Corporation Stock Purchase Plan ("Plan") is effective as of June 1, 1991, and is restated effective October 1, 2006. The purpose of the Plan is to provide certain Employees and Directors of the Company with the opportunity to invest compensation deferral contributions in units of common stock of the Company.

1.2 Terms Defined in the AECOM RSP

For all purposes of this Plan, capitalized terms, unless defined herein, shall have the meanings specified in the AECOM RSP, unless a different meaning is plainly required by the context.

1.3 Definitions

As used in the Plan, the following capitalized terms have the meanings set forth below, unless a different meaning is plainly required by the context.

- (a) "Accounts" means Participants' Supplemental Compensation Deferral Accounts and Additional Credits Accounts. These accounts are unfunded bookkeeping accounts that are credited with amounts as provided in Article II.
 - (b) "Additional Credit Account" means the account established for a Participant pursuant to Section 2.2(c) of this Plan.
 - (c) "AECOM RSP" means the AECOM Technology Corporation Retirement & Savings Plan as such plan may be amended from time to time (formerly called the Employee Stock Ownership Plan).
 - (d) "Beneficiary" means the beneficiary or beneficiaries designated by a Participant under the AECOM RSP. A Director who is a Participant shall designate a beneficiary or beneficiaries under this Plan in the form and manner prescribed by the Committee.
 - (e) "Board" means the Board of Directors of AECOM Technology Corporation.
 - (f) "Committee" means a committee appointed by the Board to administer the Plan, and any successor committee of the Board with similar functions, and shall consist of two or more members (or such greater number as may be required under applicable law) each of whom shall, to the extent required by applicable law, be "non-employee directors" within the meaning of applicable regulatory requirements, including those promulgated under Section 16 of the Securities
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Exchange Act of 1934 (the "Act"). The Board may at any time take action under the Plan in place of the Committee, provided that a majority of the members of the Board shall, to the extent required by applicable law, be "non-employee directors" (within the meaning set forth above) when taking such action.

- (g) "Common Stock" means the common stock of the Company.
 - (h) "Common Stock Unit" means a bookkeeping entry that serves as a unit of measurement relative to a share of Common Stock for purposes of determining the payment of a benefit under this Plan. Such Common Stock Units are not outstanding shares and do not entitle a Participant to any dividend, voting or other rights in respect of any Common Stock.
 - (i) "Company" means AECOM Technology Corporation or its successor corporation.
 - (j) "Compensation" means compensation as defined in the AECOM RSP modified by including compensation deferral contributions under this Plan and by ignoring the limitation on compensation under Section 401(a)(17) of the Code.
 - (k) "Director" means a person who is a member of the Board and who is not an Eligible Employee.
 - (l) "Effective Date" means October 1, 2006.
 - (m) "Eligibility Date" means May 31 in the case of the 1994 Plan Year and January 1 of any subsequent Plan Year, provided that in the case of an individual who is not yet eligible to make deferrals under the AECOM RSP, Eligibility Date shall be the first date on which an Employee is eligible to make a deferral election under the AECOM RSP for a Plan Year. Notwithstanding the foregoing, in the case of a Director, "Eligibility Date" means June 1 in the case of the 1995 Plan Year and January 1 of any subsequent Plan Year, provided that in the case of a new Director, Eligibility Date shall be the date of election to the Company's Board of Directors.
 - (n) "Eligible Employee" means for any Plan Year any Employee of the Company or a Participating Employer who (i) is eligible to elect Pre-Tax Contributions or After Tax Contributions under the AECOM RSP, and (ii) is expected to be a Highly Compensated Employee for the plan year of the AECOM RSP ending within the Plan Year or the plan year of the AECOM RSP beginning within the Plan Year. Eligible Employee shall also include for any Plan Year any other employee of a foreign subsidiary, 80% of which is owned in the aggregate by the Company and Participating Employers provided that (i) such employee would be expected to be a Highly Compensated Employee were the employee employed by a Participating Employer, and (ii) such employee is selected by the Committee after the Committee determines that applicable foreign law permits such employee to participate in the Plan.
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- (o) “Fair Market Value” on any date mean the most recent price per share at which shares of Common Stock were sold to the AECOM RSP or the most recent per share valuation of the Common Stock under the AECOM RSP.
- (p) “Participant” means an Eligible Employee or Director who has an Account under this Plan.
- (q) “Participating Employer” means the Company and any other employer that is participating in the AECOM RSP.
- (r) “Plan” means the AECOM Technology Corporation Stock Purchase Plan as set forth herein.
- (s) “Plan Year” means each calendar year.
- (t) “Preferred Stock” means Series A Preferred Stock of the Company.
- (u) “Preferred Stock Units” means a bookkeeping entry that serves as a unit of measurement relative to a share of Preferred Stock for purposes of determining the payment of a benefit under this Plan. Such Preferred Stock Units are not outstanding shares and do not entitle a Participant to any dividend, voting or other rights in respect of any Preferred Stock.
- (v) “Supplemental Compensation Deferral Account” means the separate account, if any, established for each Participant pursuant to Sections 2.2(a) and 2.2(b) of this Plan.
- (w) “Unit” means either a Common Stock Unit or a Preferred Stock Unit.

1.4 Other Definitional Provisions

The terms defined in Sections 1.2 and 1.3 of the Plan shall apply equally to both singular and plural. The masculine pronoun, whenever used, shall include the feminine. When used in the Plan, the words “hereof” “herein” and “hereunder” and words of similar import shall refer to the Plan as a whole and not to any particular provision of the Plan, unless otherwise specified.

ARTICLE II
Participation and Credits

2.1 Participation

- (a) (i) Effective January 1, 2007, an Eligible Employee may irrevocably authorize the pre-tax deferral of cash Compensation under this Plan in any whole percentage up to 50%, unless otherwise determined by the Committee, for payroll periods beginning in a Plan Year. For Plan Years ending prior to 2007, an Eligible Employee could irrevocably authorize the pre-tax deferral of cash Compensation under this Plan in any whole percentage up to (A) 50%, unless otherwise determined by the Committee, for payroll periods beginning in the months of January through June and October through December of a Plan Year and (B) 75%, unless otherwise determined by the Committee, for payroll periods beginning in the months of July through September of a Plan Year.
 - (ii) In addition to deferrals permitted under Section 2.1(a)(i), an Eligible Employee may also irrevocably authorize pre-tax contributions (in whole percentages up to 100%) of any Compensation paid in the form of the Company's Common Stock in lieu of cash or other incentive Compensation and/or a combination of these forms of compensation, whether such Compensation is paid at the direction of the Company or at the election of the Eligible Employee. Such authorization under this Section 2.1(a)(ii) shall commence on the Eligible Employee's Eligibility Date.
 - (iii) A Director may irrevocably authorize the pre-tax deferral of all or any part of any director's fees or meeting fees that the Director is entitled to receive from the Company.
 - (iv) To be effective, the authorization of any Eligible Employee under Section 2.1(a)(i) or (ii), or of any Director under Section 2.1(a)(iii), must be submitted to the Committee on the appropriate enrollment form before the Eligible Employee's or Director's Eligibility Date for the Plan Year. Notwithstanding Section 2.1(a)(i) or (ii), such authorization will not continue in effect after the date the Participant terminates employment with the Company. Any authorization form submitted for a Plan Year shall continue to apply to future Plan Years unless the Eligible Employee or Director files a new election with the Committee before the beginning of the future Plan Year.
 - (v) Participants shall be entitled to credits to a Supplemental Compensation Deferral Account pursuant to Section 2.2 for amounts the Participant elects to have contributed on a pre-tax basis.
 - (vi) Notwithstanding anything contained herein to the contrary, no election to defer Compensation hereunder shall be effective to reduce the Compensation paid
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to an Eligible Employee for a calendar year to an amount that is less than the amount that the Participating Employer is required to withhold from such Eligible Employee's Compensation for such calendar year for purposes of federal, state and local (if any) income and employment tax (including Federal Insurance Contributions Act (FICA) tax withholding).

(vii) Notwithstanding anything contained herein to the contrary, effective June 30, 2002, deferrals under this Plan shall cease and, except as set forth in the last sentence of Section 2.2(c), no additional Common Stock Units shall be credited to Participants' Accounts. Effective August 2, 2002, deferrals shall recommence at the same rate previously elected for 2002, provided that in light of the fact that the Company informed Participants that deferrals would cease in accordance with the preceding sentence, a Participant may elect in writing, on forms provided by the Committee, that no deferrals be made for the remainder of the 2002 year. Any such election must be made prior to August 1, 2002.

(b) An Eligible Employee or Director shall become a Participant under this Plan when an Account on his behalf is first credited hereunder.

2.2 Credits to Supplemental Compensation Deferral Account and Additional Credit Account

- (a) Deferrals authorized to be credited on behalf of a Participant pursuant to Section 2.1(a) above shall be credited by the Company to the Participant's Supplemental Compensation Deferral Account. Such credits shall be made as of the date on which the amount being credited would have been paid to the Participant, but for the authorization of the Participant under Section 2.1(a).
- (b) In addition to the crediting of deferrals authorized pursuant to Section 2.1(a), the Company may credit to the Participant's (or Eligible Employee's, if the person is not already a Participant) Supplemental Compensation Deferral Account any additional cash amounts or Common Stock Units which the Company has determined, for any reason, to credit to such Participant. Unless the Company or Committee determines otherwise (as evidenced by a resolution or writing to the Participant), any such additional cash amounts or Common Stock Units that are credited to the Participant's Supplemental Compensation Deferral Account shall be subject to a three-year cliff vesting (as set forth in the AECOM RSP) and accounted for separately in a subaccount.
- (c) In addition, the Company will credit the Additional Credits Account of each Participant (or Eligible Employee, if the person is not already a Participant) with additional Common Share Units equal to the value of the amounts that are not allocated to the Eligible Employee's Matching Stock Accounts under the AECOM RSP due to the application of (i) the limits on contributions and other annual additions under Section 415 of the Code and/or (ii) the nondiscrimination rules under Code Section 401(m) (as applied to matching contributions, but not after
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tax contributions) or 401(a)(4). No additional credits shall be made (i) to reflect amounts not allocated due to any other reason, including without limitation to Code Section 401(a)(17) or (ii) to reflect any amount not contributed due to any limits on 401(k) contributions. All such credits shall be made on the last day of the Plan Year through 2001.

- (d) In addition, on March 31, 2002 (or such later dates set forth in Section 6.1(a)(2) (excluding paragraph (G) thereof) of the AECOM RSP), credits shall be made to reflect amounts that would have been credited to the Participant under Section 6.2(a) of the AECOM RSP as of that date if the Participant had not been a Participant under this Plan or a Highly Compensated Employee. On September 30, 2002, credits shall be made to reflect amounts that would have been credited to the Participant under Section 6.2(b) of the AECOM RSP as of that date if the Participant had not been a Participant under this Plan or a Highly Compensated Employee. Finally, on January 1, March 31, June 30 and September 30, credits shall be made to reflect amounts, if any, that would have been allocated to the Participant under Section 6.2(c), (d) or (e) of the AECOM RSP as of the end of such quarter if the Participant had not been a Participant under this Plan or a Highly Compensated Employee.

2.3 Accounts and Interest Equivalents

- (a) Participants' Accounts. The Company shall establish an unfunded bookkeeping account for each Participant to determine the amount payable on behalf of the Participant under the Plan.
 - (b) Common Stock Units. Cash amounts credited to each Participant's Account under the Plan shall be converted into a number of Common Stock Units by dividing the cash amount in each Account by the Fair Market Value of a share of Common Stock of the Company. For this purpose, deferrals credited to a Participant's Account shall be converted to Common Stock Units as follows:
 - (i) prior to July 1, 1998, based on the Fair Market Value used in the AECOM RSP on the semi-annual valuation of stock performed in accordance with the terms of the AECOM RSP which coincides with or immediately follows the date such cash amounts are credited to the Participant's Account;
 - (ii) on and after July 1, 1998 except as set forth in (iii) below, based on the Fair Market Value used in the AECOM RSP on the quarterly valuation of stock performed in accordance with the terms of the AECOM RSP which coincides with or immediately precedes the date such deferrals are credited to the Participant's Account, except that the conversion with respect to amounts described in the last sentence of Section 2.2(c) shall be based on the December 31, 2001 valuation of stock performed in accordance with the terms of the AECOM RSP; and
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- (iii) during any quarter in which the Committee for the RSP Plan implements the rules set forth in Section 8.1(a)(5) of the RSP Plan, based on the Fair Market Value used in the AECOM RSP on the quarterly valuation for the end of such quarter in accordance with the terms of the AECOM RSP.
- (c) Dividends. At any time that the Company issues a cash or stock dividend with regard to its Common Stock, an amount shall be credited to each Participant's Account under the Plan equal to the dividends that would be payable if the Common Stock Units in the Participant's Account constituted outstanding shares of Common Stock of the Company. Amounts so credited to Participants' Accounts shall be converted into Common Stock Units in accordance with the principles of Section 2.3(b).
- (d) Adjustments. If the outstanding shares of the Company's Common Stock and/or Preferred Stock are increased, decreased or changed into, or exchanged for, a different number or kind of shares or securities of the Company through a reorganization or merger in which the Company is the surviving entity, or through a combination, recapitalization, reclassification, stock split, stock dividend, stock consolidation or otherwise, an appropriate adjustment shall be made in the number and kind of Common Stock Units that are credited to each Participant's Account under the Plan.
- (e) Statements. Each Participant shall receive a statement of the balance in his or her Account at least annually.
- (f) Preferred Stock Units. Effective as of the first day of each calendar quarter from October 1, 2000 until December 31, 2001, certain Participants may elect to convert his or her Common Stock Units into Preferred Stock Units. The number of Common Stock Units so converted shall not exceed that number of Common Stock Units held under this Plan on the Anniversary Date of the sixth preceding Plan Year reduced by all prior conversions since that date. The number of Preferred Stock Units awarded shall be determined on the basis of the relative fair market values of the Common Stock and Preferred Stock on the quarterly valuation date. The conversion of Common Stock Units shall in all respects be governed by rules analogous to the rules set forth in Section 8.7(b) of the AECOM RSP relating to Common to Preferred Diversifications, including all of the aggregate and individual limits set forth in Section 8.7(b)(2) and (3) thereof.

2.4 Vesting

Except as otherwise provided pursuant to Section 2.2(b), each Participant shall be one hundred percent vested, at all times, in the value of his Supplemental Compensation Deferral Account. Each Participant shall be one hundred percent

vested in the value of his Additional Credits Account when he becomes one hundred percent vested in the AECOM RSP and shall be zero percent vested until such time.

ARTICLE III
Payment of Benefits

3.1 Commencement and Form of Payment Upon Termination Of Employment

(a) Time for Payment.

Following each Participant's termination of employment with all Participating Employers, the Participating Employer by which the Participant was last employed shall pay to such Participant, or, if such Participant is not living at the time for payment, to such Participant's Beneficiary, the vested amount then credited to the Participant's Account in accordance with the distribution provisions of Sections 3.1(b) and (c) below. An Eligible Employee who terminates employment with a Participating Employer shall be treated under the Plan as a terminated Eligible Employee without regard to whether he or she becomes a Director upon or after ceasing to be an Eligible Employee. A Director shall be deemed to have "terminated employment" and reached his Retirement Date on the date that he ceases to be a member of the Board.

(b) Method of Payment.

Unless otherwise determined by the Committee, payments of a Participant's Account shall be made in actual shares of Common Stock or Preferred Stock of the Company in a number equal to the number of shares then payable, with any fractional share units to be settled by a cash payment. Any shares distributed under this Plan shall be subject to any put, call or other option or buy-sell or similar arrangement which applies to such shares in accordance with the Certificate of Incorporation or Bylaws of the Company, and any repurchases shall be subject to any repurchase limitations set forth therein or similar rules in the AECOM RSP, so that no repurchase shall be made which would result in the violation of any covenant or agreement of the Company. For this purpose, no repurchase under this Plan shall be made for a Plan Year until all repurchases of the Common Stock or Preferred Stock of the Company have been made under the AECOM RSP with respect to the Plan Year of the AECOM RSP ending within such Plan Year.

(c) Distributions for Participants who Terminate Prior to the Effective Date.

(i) The Committee, in its discretion, may convert the Common Stock Units and any Preferred Stock Units in a Participant's Account to a cash book account entry, determined as though the Units were shares of Common Stock and Preferred Stock, respectively, owned by the Participant on the date of termination of employment, and based on the valuation of Common Stock and Preferred Stock

performed in accordance with the terms of the Company's Bylaws. The Committee may pay such amount to the Participant (A) in cash in a single lump sum, or (B) in five annual payments of 20% of the principal amount of the Participant's Account plus accrued but unpaid interest at the rate described under Section 6.10 of the Bylaws of the Company for the repurchase of shares of the Company with a promissory note. Alternatively, in lieu of such five annual payments, such Participant may elect for the Company to make five annual conversions of the Common Stock Units and Preferred Stock Units (if any) in the Participant's Account to cash book account entries, which shall commence within 90 days after the end of the fiscal year in which occurs the Participant's Retirement Date, death or Break in Service. The first such conversion shall equal one-fifth of the Participant's Units; the second such conversion shall equal one-fourth of the Participant's remaining Units; the third such conversion shall equal one-third of the Participant's remaining Units; the fourth such conversion shall equal one-half of the Participant's remaining Units; and the fifth such conversion shall equal the balance of the Participant's Units. Alternatively, in lieu of such five annual payments, at least one year in advance of termination of employment, such Participant may elect for the Corporation to make ten annual conversions of the Units in the Participant's Account to cash book account entries, which shall commence within 90 days after the end of the fiscal year in which occurs the Participant's Retirement Date, death or Break in Service. The first such conversion shall equal one-tenth of the Participant's Units; the second such conversion shall equal one-ninth of the Participant's remaining Units; the third such conversion shall equal one-eighth of the Participant's remaining Units; the fourth such conversion shall equal one-seventh of the Participant's remaining Units; the fifth such conversion shall equal one-sixth of the Participant's remaining Units; the sixth such conversion shall equal one-fifth of the Participant's Units; the seventh such conversion shall equal one-fourth of the Participant's remaining Units; the eighth such conversion shall equal one-third of the Participant's remaining Units; the ninth such conversion shall equal one-half of the Participant's remaining Units; and the tenth such conversion shall equal the balance of the Participant's Units. The Company may accelerate such conversions at any time. Each cash book account entry shall be determined as though the Units were shares of Common Stock owned by the Participant at the end of the fiscal year immediately preceding the conversion date and shall be based on the valuation of Common Stock performed in accordance with the terms of the Company's Bylaws. Each such converted amount shall be paid promptly, in cash. If any amounts credited to a Participant's Supplemental Compensation Deferral Account under Section 2.1(a) are or will be distributed pursuant to this Section 3.1(c) (the "First Distribution"), any additional amounts credited to the Participant in accordance with Section 2.2(b) (the "Subsequent Distribution") will be distributed at the same time and in the same manner as the First Distribution; provided that no special distribution provision is contained in the award of such amounts under Section 2.2(b). If at the date for commencement of the Subsequent Distribution, the First Distribution has already commenced, the Subsequent

Distribution will be divided into a number of substantially equal installments of Units (or cash, if Units were not awarded to the Participant under Section 2.2(b)) that corresponds to the number of remaining installments to be paid under the First Distribution. Each such installment of the Subsequent Distribution will be paid at the same time and in the same manner as the corresponding installment of the First Distribution.

(ii) After the Effective Date, all conversions or distributions pursuant to this subsection (b) shall be made in the manner specified in subsection (c)(iii). In addition, to the extent the Participant's Account is credited with Class B Common Stock Units, the Committee may elect to make any installment payment in Class B shares in lieu of cash.

(iii) As used herein, the term "Break in Service" means a fiscal year during which the Participant has not completed more than 500 Hours of Service; the term "Hours of Service" means the Participant's hours of service as provided in the AECOM RSP; and the term "Retirement Date" means the date of a Participant's Normal Retirement Date, Deferred Retirement Date, or Disability Retirement Date, as provided in Article VIII of the AECOM RSP.

(d) Distributions for Participants who Terminate After the Effective Date.

(i) The Committee shall distribute in five annual installments, shares of Common Stock equal to the number of Common Stock Units in the Participant's Account and shares of Preferred Stock equal to the number of Preferred Stock Units in the Participant's Account. Following the distribution of each installment, the Participant's Account shall be reduced by that number of Common Stock Units equal to the number of shares of Common Stock distributed. The first such distribution shall be that number of shares of Common Stock that is equal to one-fifth of the number of Common Stock Units credited to the Participant's Account immediately prior to such distribution; the second such distribution shall be shares of Common Stock equal to one-fourth of the Participant's remaining Common Stock Units; the third such distribution shall be shares of Common Stock equal to one-third of the Participant's remaining Common Stock Units; the fourth such distribution shall be shares of Common Stock equal to one-half of the Participant's remaining Common Stock Units; and the fifth such distribution shall be shares of Common Stock equal to the balance of the Participant's Common Stock Units. Following the distribution of each installment, the Participant's Account shall be reduced by that number of Preferred Stock Units equal to the number of shares of Preferred Stock distributed. The first such distribution shall be that number of shares of Preferred Stock that is equal to one-fifth of the number of Preferred Stock Units credited to the Participant's Account immediately prior to such distribution; the second such distribution shall be shares of Preferred Stock equal to one-fourth of the Participant's remaining Preferred Stock Units; the third such distribution shall be shares of Preferred Stock equal to one-third of the Participant's remaining Preferred Stock Units; the fourth such

distribution shall be shares of Preferred Stock equal to one-half of the Participant's remaining Preferred Stock Units; and the fifth such distribution shall be shares of Preferred Stock equal to the balance of the Participant's Preferred Stock Units.

(1) The first installment distribution shall be made no earlier than 90 days following the end of the fiscal year during which the Participant's Termination of Service occurred and no later than 106 days after the end of such fiscal year. Subsequent installment distributions shall be made no earlier than 90 days after the end of each subsequent fiscal year and no later than 106 days after the end of each such fiscal year.

(2) No earlier than six months after shares have been distributed to a Participant and no later than six months and two weeks after such date, the Company will repurchase the distributed shares based on the Fair Market Value on the June 30 immediately prior to the repurchase.

(ii) In lieu of the five annual installments described in Section 3.1(d)(i) above, in accordance with Section 409A of the Code, the Participant may elect one of the following options:

(1) Cash Lump Sum. The Committee shall convert the Common Stock Units in a Participant's Account to an equal number of shares of Common Stock and convert any Preferred Stock Units in a Participant's Account to an equal number of shares of Preferred Stock and distribute all such shares of Common Stock and Preferred Stock no earlier than 90 days and no later than 106 days after the end of the fiscal year during which the Participant's Termination of Service occurred. No earlier than six months after shares have been distributed and no later than six months and two weeks after such date, the Company may repurchase the distributed shares based on the Fair Market Value on the June 30 immediately prior to the repurchase and pay such repurchase amount to the Participant (or, if applicable, the Participant's Beneficiary) in a cash lump sum.

(2) Promissory Note. The Committee shall convert the Common Stock Units in a Participant's Account to an equal number of shares of Common Stock and convert any Preferred Stock Units in a Participant's Account to an equal number of shares of Preferred Stock and distribute all such shares of Common Stock and Preferred Stock no earlier than 90 days and no later than 106 days after the end of the fiscal year during which the Participant's Termination of Service occurred. No earlier than six months after shares have been distributed and no later than six months and two weeks after such date, shall repurchase such shares in five annual payments of 20% of the principal amount of the Participant's Account plus accrued but unpaid interest at the rate described under Section 6.10 of the Bylaws of the Company for the repurchase of shares of the Company with a promissory note.

(3) Ten Annual Installments. The Committee shall distribute annual installments as described in Section 3.1(d)(i) above except that there will be ten annual installments and repurchases instead of five.

(iii) Notwithstanding the foregoing, with respect to any distribution, the Committee shall have the right at its option to: (1) require the Participant (or Beneficiary, if applicable) to pay or provide for payment of the amount of any taxes which the Company may be required to withhold with respect to such distribution; or (2) reduce the number of shares to be delivered by (or otherwise reacquire) the appropriate number of shares, valued at their then Fair Market Value as of the December 31 immediately prior to the distribution, to satisfy the minimum withholding obligation.

(iv) If any amounts credited to a Participant's Supplemental Compensation Deferral Account under Section 2.1(a) are or will be distributed pursuant to this Section 3.1(d) (the "First Distribution"), any additional amounts credited to the Participant in accordance with Section 2.2(b) (the "Subsequent Distribution") will be distributed at the same time and in the same manner as the First Distribution; provided that no special distribution provision is contained in the award of such amounts under Section 2.2(b). If at the date for commencement of the Subsequent Distribution, the First Distribution has already commenced, the Subsequent Distribution will be divided into a number of substantially equal installments of Units that corresponds to the number of remaining installments to be paid under the First Distribution. Each such installment of the Subsequent Distribution will be paid at the same time and in the same manner as the corresponding installment of the First Distribution.

3.2 Loans and In-service Payments and Withdrawals

- (a) No Participant shall be allowed to borrow from the Plan. Except as provided in subsection (b), no withdrawal or payment of benefits shall be allowed before a Participant terminates employment with the Company.
 - (b) Alternative Elections. A Participant (including those who previously terminated employment) may, prior to October 1, 2006, make irrevocable elections as follows: Any Participant who is a participant in the Senior Executive Equity Investment Program ("SEEIP"), including those who previously terminated employment, may make an irrevocable election to receive a distribution of any amount of the Participant's Accounts, not to exceed the amount in the following sentence, on or as soon as practicable following the one year anniversary of the election. Such distribution shall not exceed an amount, which after all applicable tax withholding, equals the aggregate outstanding loan balance under the SEEIP on the date of the distribution. All such distributions shall be made in cash.
 - (c) Election Voided on Termination of Employment. If the Participant's employment with all Participating Employers is terminated for any reason prior to the payment
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of a scheduled in-service (or in the case of a Director, the Participant ceases to be a member of the Board), the Participant's in-service distribution elections (excluded those set forth in (c) above) shall no longer be effective and all of the amounts credited to the Participant's Account shall be distributed as set forth in Section 3.1.

ARTICLE IV
Administration of Plan

4.1 Responsibilities and Powers of the Committee

The Committee shall be solely responsible for the operation and administration of the Plan and shall have all powers described in the AECOM RSP with respect to this Plan, and such additional powers necessary and appropriate to carry out its responsibilities in operating and administering the Plan. Without limiting the generality of the foregoing, subject to Section 2.2, the Committee shall have the responsibility and power to determine whether a dollar credit should be made on behalf of a Participant, the amount of the dollar credit, the number of Common Stock Units into which such dollar credits are converted, and the Participant's vested interest in his Accounts. The Committee shall have full discretion to construe and interpret the terms and provisions of this Plan, which interpretation or construction shall be final and binding on all parties, except as otherwise provided by law.

4.2 Outside Services

The Committee may engage counsel and such clerical, financial, investment, accounting, and other specialized services as it may deem necessary or desirable to the operation and administration of the Plan. The Committee shall be entitled to rely upon any opinions, reports, or other advice furnished by counsel or other specialists engaged for that purpose and, in so relying, shall be fully protected in any action, determination, or omission taken or made in good faith.

4.3 Indemnification

The Company shall indemnify the Committee and each Committee member against any and all claims, losses, damages, expenses (including reasonable counsel fees), and liability arising from any action, failure to act, or other conduct in the member's official capacity, except when due to the individual's own gross negligence or willful misconduct.

4.4 Claims Procedure

The claims procedure set forth in the AECOM RSP is incorporated herein by reference.

ARTICLE V
Amendment and Termination

5.1 Amendment

The Company reserves the right at any time and from time to time, and retroactively if deemed necessary or appropriate, to modify or amend in whole or in part any or all of the provisions of the Plan.

5.2 Termination

The Plan is purely voluntary on the part of the Company. The Company may terminate the Plan at any time.

5.3 Effect of Amendment or Termination

Any amendment, modification, or termination shall not reduce, alter, or impair any rights under the Plan as to amounts credited to the Accounts of Participants under the Plan as of the date of such amendment, modification or termination. Unless the Company determines otherwise, each Participating Employer shall pay its Participants the value of their respective accounts upon termination of the Plan, in a lump sum, in the manner prescribed in Section 3.1(c).

ARTICLE VI
Miscellaneous Provisions

6.1 Source of Payments

The Plan shall not be funded and all payments hereunder to Participants or Beneficiaries shall be paid from the general assets of each Participating Employer, except to the extent paid by the Trust provided for below. No Participating Employer shall, by virtue of any provisions of the Plan or by any action of any person, be deemed to be a trustee or other fiduciary of any property for any Participant or Beneficiary, and the liabilities of each Participating Employer to any Participant or Beneficiary pursuant to the Plan shall be those of a debtor pursuant only to such contractual obligations as are created by the Plan; no such obligation of a Participating Employer shall be deemed to be secured by any pledge or other encumbrance on any property of such Participating Employer. To the extent that any Participant or Beneficiary acquires a right to receive payment from a Participating Employer under the Plan, such right shall be no greater than the right of an unsecured general creditor of the Participating Employer.

Notwithstanding the foregoing, the Company may create and fund a “rabbi trust” (the “Trust”) with respect to this Plan. The creation and funding of said Trust shall not create a security interest in the property of such Trust in favor of Participants or Beneficiaries or otherwise cause a funding of the Plan or Trust in any manner inconsistent with the preceding paragraph or Section 6.8. The amount of any contributions to such Trust shall be totally discretionary as determined by the Company. Any amount paid from such Trust to the Participant shall reduce the amount to be paid pursuant to this Plan by the Participating Employer. In the event the amounts paid from the Trust are insufficient to provide the full benefits payable to the Participant under this Plan, the Participating Employer shall pay the remainder of such benefit in accordance with the terms of this Plan.

It is the intention of the Participating Employers that this Plan and Trust be considered unfunded for purposes of the Code and Title 1 of ERISA.

6.2 General Provisions

- (a) This Plan and the issuance or transfer of shares of Common Stock (and/or the payment of money) pursuant thereto are subject to all applicable Federal and state laws, rules and regulations, to the rights, preferences, limitations, and restrictions set forth in the Company’s Certificate of Incorporation and Bylaws, and to such
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approvals by any regulatory or governmental agency (including without limitation “no action” positions of the Securities and Exchange Commission) which may, in the opinion of counsel for the Company, be necessary or advisable in connection therewith. Without limiting the generality of the foregoing, no shares shall be issued by the Company, nor cash payments made by the Company, unless and until all legal requirements applicable to the issuance or payment have, in the opinion of counsel to the Company, been complied with. In connection with any stock issuance or transfer, the person acquiring the shares shall, if requested by the Company, give assurances satisfactory to counsel to the Company in respect to such matters as the Company may deem desirable to assure compliance with all applicable legal requirements and the Company’s Certificate of Incorporation and Bylaws.

- (b) The Committee may specify such provisions as it deems appropriate for payment under the Plan upon the occurrence of any of the following events (each a “Corporate Event”):
 - (i) Approval by the stockholders of the Company of the dissolution or liquidation of the Company;
 - (ii) Approval by the stockholders of the Company of an agreement to merge or consolidate, or otherwise reorganize, with or into one or more entities of which less than 50% of the outstanding voting securities of the surviving or resulting entity are, or are to be, owned by former stockholders of the Company (excluding from the term “former stockholders” a stockholder who is, or as a result of the transaction in question becomes, an “affiliate,” as that term is used in the Act and the Rules promulgated thereunder, of any party to such merger, consolidation or reorganization); or
 - (iii) Approval by the stockholders of the Company of the sale of substantially all of the Company’s business and/or assets to a person or entity that is not a subsidiary.

For purposes of this paragraph (b), the term “subsidiary” shall mean any corporation or other entity a majority or more of whose outstanding voting stock or voting power is beneficially owned directly or indirectly by the Company.

6.3 Inalienability of Benefits

No benefit payable under, or interest in, the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to do so shall be void. Any such benefit or interest shall not in any manner be liable for or subject to garnishment, attachment, execution, or levy or liable for or subject to the debts, contract, liabilities, engagements, or torts of any Participant or Beneficiary. If the Committee finds

that any Participant or Beneficiary has become bankrupt or that any attempt has been made to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge any benefit payable under, or interest in, the Plan, the Committee shall hold or apply such benefit or interest or any part thereof to or for the benefit of such Participant or Beneficiary.

6.4 Expenses

Each Participating Employer shall pay all costs and expenses incurred in operating and administering the Plan attributable to that Participating Employer; provided that the Company may in its discretion pay some or all costs and expenses of a Participating Employer.

6.5 No Right of Employment

Nothing contained herein nor any action taken under the provisions hereof shall be construed as giving any Participant the right to be retained in the employ of any Participating Employer.

6.6 Withholding

Each Participating Employer shall withhold from any payment hereunder any required amount of income and other taxes.

6.7 Headings

The headings of the sections in the Plan are placed herein for convenience of reference; in the case of any conflict, the text of the Plan, rather than such heading, shall control.

6.8 Construction

Except to the extent governed by federal law, the Plan shall be construed, regulated, and administered in accordance with the laws of the State of California. If any provision shall be held by a court of competent jurisdiction to be invalid and unenforceable, the remaining provisions of this Plan shall continue to be fully effective. To the extent that the Plan is subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended, ("ERISA") it is intended to be an unfunded deferred compensation plan "for a select group of management or highly compensated employees." It is also intended that the Plan constitute an excess plan, as defined by ERISA. Each provision of the Plan shall be administered, interpreted and construed to carry out such intention, and any provision that cannot be so administered, interpreted and construed shall, to that extent, be disregarded.

IN WITNESS WHEREOF, the Company has caused this Plan to be executed this _____ day of _____, 2006.

AECOM TECHNOLOGY CORPORATION

By: _____



Australia Stock Investment Plan
AECOM Technology Corporation

July 2006

1. Objectives and Commencement

1.1 Objectives

The objectives of this Plan are:

- (a) to provide Eligible Employees with an incentive to improve the performance of the Participating Companies; and
- (b) improve the opportunity to enhance the share value of the Company; and
- (c) to assist in the retention and motivation of Eligible Employees; and
- (d) to encourage Eligible Employees to save for their retirement.

1.2 Operation of Plan

The Plan will be operated in accordance with this Plan and any Trust Agreement entered into between the Sponsoring Company and the Trustee relating to the Plan.

1.3 Subsidiaries

The Sponsoring Company will exercise all voting rights and other powers of control available to it so as to ascertain (in so far as it is able by exercise of such powers and rights) that each other Affiliated Company complies with and gives effect to the Plan.

1.4 Commencement

The Plan operates on and from the date decided by the Board.

2. Definitions and Interpretation

2.1 Definitions

The following definitions apply in this document.

“**Account**” means the accounts (including any subaccounts established from time to time under each such account) maintained to record the interest of a Member in the Trust Fund.

“**Affiliated Company**” means any corporation which, at the time of reference, is a 51% or more owned (directly or indirectly) subsidiary of the Sponsoring Company.

“**Allocation Date**” means the end of each fiscal quarter including the last day of each Plan Year.

“**Allocation Period**” means, at a minimum, the end of each fiscal quarter. The Board has the discretion to, prior to the last day of the first fiscal quarter, to determine the allocation

period for the Plan Year. The Allocation Period cannot be less than one quarter and cannot be greater than one year.

“**Applicable Local Law**” means the laws of the jurisdiction in which the Member resided at the time that the Member dies.

“**Beneficiary**” means the person or persons entitled to receive benefits which are payable under the plan or after a Member’s death.

“**Board**” means the board of directors of the Sponsoring Company or a committee thereof appointed to act for the board of directors with regard to this Plan.

“**Bonus**” means bonuses and incentive compensation of all types paid by a Company to an individual during the Plan Year for the period while such an individual has been a Member of the Plan, including, without limitation, contract completion bonuses and incentive compensation bonuses.

“**Company**” means the Sponsoring Company and any other Participating Company, or any of them.

“**Compensation**” means the superannuation salary paid by a Company to an individual during the Plan Year for the period while such individual has been a Member of the Plan excluding overtime pay, shift premium and Bonuses.

“**Disability**” shall mean physical and/or mental incapacity of such a nature that it qualifies a Member for the receipt of benefits under a long term disability welfare plan maintained by a Participating Company.

“**Eligible Employee**” means an Employee of a Participating Company who is eligible to participate in the Plan under Rule 3.

“**Eligible Shares**” means Shares credited to an employee’s Account that have been held for a minimum of five years. Eligible Shares do not include any company match shares.

“**Employee**” means a permanent, full- or part-time employee or executive director of one or more Participating Companies; provided, however, that “Employee” shall not include any person who receives no Compensation or Bonus earned from sources in Australia.

“**Employer**” in relation to an Employee means the Company that employs the Eligible Employee.

“**Entry Date**” means the first day of the second calendar month immediately following the date the individual becomes an Employee of a Company or Affiliated Company (for example, 1 April 2006 is the Entry Date for all those who become employees in February 2006). However, the first Entry Date shall not be prior to the commencement date established under Rule 1.4.

“**Inter-Company Transferee**” means a Member who is transferred on a temporary assignment basis from a Participating Company to an Affiliated Company or from one Affiliated Company to another Affiliated Company after having first been employed by a Participating Company.

“**Matching Account**” means the Account maintained for a Member that is credited with the Matching Contribution to the Plan on behalf of the Member in accordance with Rule 5, together with the allocations thereto required by the Plan.

“**Matching Contribution**” means the contributions to the Plan made by the Participating Company in accordance with Rule 5.

“**Matching Percentage**” means the percentage applied to contributions to the plan for determination of match contributions as determined by the Board of Directors each plan year. Notwithstanding the foregoing, the Board of Directors has the discretion to modify the matching percentage each year.

“**Member**” means an Eligible Employee who has elected to participate in the Plan pursuant to an invitation made by the Board under Rule 3, and whose participation is not terminated as provided in Rule 4.

“**Member Contributions**” means the Pre-Tax Contributions.

“**Participating Company**” means an Affiliated Company (or division thereof) which, with the approval of the Sponsoring Company, adopts this Plan pursuant to appropriate written resolutions of the Board or other managing body of such company. Any such company which adopts the Plan, is thereafter a Participating Company with respect to its Employees for the purposes of the Plan. Unless the context requires otherwise, “Participating Company” shall include the Sponsoring Company.

“**Pay Period**” means, with respect to each Member, each period of one calendar month commencing on the first day of each month for which the Member is paid, or entitled to payment, for the performance of duties for a Participating Company or Affiliated Company.

“**Plan**” means the AECOM Technology Corporation Australia Stock Investment Plan as amended from time to time.

“**Plan Year**” means the period beginning on 1 October and ending on 30 September.

“**Pre-Tax Contributions**” means an amount contributed to the Plan by the Participating Company in lieu of being paid to the Member as Compensation or Bonus, or both. Pre-Tax Contributions shall be made under Compensation reduction arrangements or Bonus reduction arrangements, or both, between each Member and the Participating Company with respect to Compensation and Bonus not yet earned or otherwise available to a Member as of the date of the Member’s election under the arrangement. Rule 6 contains the provisions under which Pre-Tax Contributions may be made.

“**Pre-Tax Account**” means the Account maintained for a Member that is credited with the Member’s Pre-Tax Contributions to the Plan in accordance with Rule 6.1(a), together with the allocations thereto required by the Plan.

“**Qualifying Reason**” in relation to an Eligible Employee ceasing to be an Employee, means:

- (a) retirement;
- (b) Disability;
- (c) death; or
- (d) any other reason which the Board, in its sole discretion, decides should be a Qualifying Reason for the purposes of these Rules.

“**Rules**” means the rules set forth in this Plan, as said rules may from time to time be amended.

“**Shares**” means common stock issued by the Sponsoring Company.

“**Sponsoring Company**” means AECOM Technology Corporation including any successor by merger, purchase or otherwise.

“**Trust**” means the legal entity resulting from the Trust Agreement between the Sponsoring Company, on its own behalf and as agent for all other Participating Companies, and the Trustee which receives the Participating Companies’ and Members’ contributions, and holds Shares, invests, and disburses funds to or for the benefit of Members.

“**Trust Agreement**” means the agreement by and between the Sponsoring Company and the Trustee, as said Agreement may from time to time be amended.

“**Trust Fund**” means all Shares and cash contributed to or acquired by the Trustee in its capacity as such hereunder, together with accumulated income, subject to all liabilities incurred by the Trustee in its capacity as such and less all disbursements made in respect thereof.

“**Trustee**” means the person who is appointed trustee by the Sponsoring Company from time to time.

“**Valuation Date**” means 31 March, 30 June, 30 September and 31 December and any other date specified by the Board.

“**Vested Interest**” means the portion of the Member’s Matching Account which has become vested in accordance with Rule 8.

“**Years of Vesting Service**” means, with respect to a Member, each calendar year during which the Member completes at least 1,000 hours of service for which the member is paid, or entitled to payment, for the performance of duties for an Affiliated Company. All years of prior service with a merged or acquired Affiliated Company count toward the vesting requirements. For purposes of determining an Employee’s hours of service, an Employee who is credited with one hour of service in a month, shall be credited with 190 hours of service.

2.2 Ceasing to be an Employee

For the purposes of these Rules, an Employee ceases to be an Eligible Employee when a Participating Company no longer employs the person or when their employer ceases to be an Affiliated Company.

2.3 Rules for Interpreting the Document

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) A singular word includes the plural, and vice versa.
- (b) A word that suggests one gender includes the other gender.
- (c) If a word is defined, another part of speech has a corresponding meaning.
- (d) If an example is given of anything (including a right, obligation or concept), the example does not limit the scope of that thing.
- (e) A reference to “US dollars” or “USD” is to United States currency.

3. Eligibility

Each Employee shall become an Eligible Employee as of the first Entry Date following the date on which they become an Employee. However, Eligible Employees do not include (1) any person included in a unit of employees covered by a collective bargaining agreement, unless such bargaining agreement specifically provides otherwise, and (2) any person if such employee is not included in a designated eligible payroll classification code so designated by AECOM.

4. Participation in the Plan

4.1 Participation

- (a) The Sponsoring Company may, at any time, invite any Eligible Employee to participate in the Plan in such form and manner and at such time as the Eligible Sponsoring Company may prescribe from time to time.
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- (b) Any Eligible Employee shall become a Member on the first day of the calendar month coincident with or next following the date on which they have filed with their employer a completed application form to participate in the Plan in such form and manner and at such time as the Sponsoring Company may prescribe from time to time, provided that they are an Employee on such day.

4.2 Content of Application

Each such application shall (i)authorise the automatic deduction of Pre-Tax Contributions from such Member's Compensation and/or Bonuses or authorise such other method of making contributions as may be required by the Sponsoring Company; and (ii)contain such other information, conditions, understandings, declarations and agreements as the Sponsoring Company may from time to time require.

4.3 Withdrawal or Revocation of Application

Once made, an application can be withdrawn or revoked with the consent of the Board.

4.4 Effect of Election

By electing to participate in the Plan, the Member agrees to be bound by these Rules and the provisions of the Trust Agreement.

4.5 Duration

The participation of a Member shall end when no further benefits are payable to them or their Beneficiary under the Plan.

4.6 Beneficiary

- (a) **Beneficiary Designation.** Each Member shall file with the Company a written designation of one or more persons as the Beneficiary who shall be entitled to receive any amount payable under the Plan upon the Member's death. A Member may from time to time revoke or change their beneficiary designation without the consent of any prior Beneficiary by filing a new designation with the Company. The last such designation received by the Company shall be controlling; provided, however, that no designation, or change or revocation thereof, shall be effective unless received by the Company prior to the Member's death, and in no event shall it be effective as of a date prior to such receipt. All decisions of the Board concerning the effectiveness of any beneficiary designation, and the identity of any Beneficiary, shall be final. A designation of a Beneficiary shall be effective only if the designated Beneficiary survives the Member.
 - (b) **Failure to Designate Beneficiary.** If no beneficiary designation or other instrument of bequest is in effect at the time of a Member's death, the payment of the amount, if any, payable under the Plan upon their death shall be determined in accordance with the laws of intestate succession under Applicable Local Law. If
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the Company is in doubt as to the right of any person to receive such amount, the Company may direct the Trustee to retain such amount, without liability for any interest thereon, until the rights thereto are determined, or the Company may direct the Trustee to pay such amount into any court of appropriate jurisdiction and such payment shall be a complete discharge of the liability of the Plan and the Trust therefor.

- (c) Upon the death of a Member, their Beneficiaries shall be entitled to payment of benefits in an amount and in the manner provided by the Plan as if the Beneficiary were the Member.
- (d) Notwithstanding the foregoing, the priority of the beneficiary designation, other instrument of bequest, or intestacy rules, and the payment of the amount, if any, payable under the Plan shall be determined by Applicable Local Law. The Company and the Trustee shall have the right to assume that the beneficiary designation is enforceable under Applicable Local Law, and any person challenging the validity and enforceability thereof shall have the burden of proof in any judicial proceeding.

5. Participating Company Matching Contributions

5.1 Participating Company Matching Contributions

Each Employer shall contribute to the Trust Fund for each Allocation Period an amount which is sufficient to provide each Member with an allocation of Shares as follows:

- (a) an amount equal to the Matching Percentage multiplied by the aggregate Member Contributions applicable to the purchase of Shares made by such Eligible Employee for that Allocation Period;
- (b) Notwithstanding the foregoing, no contribution (or allocation) shall be made for any Member if the resulting allocation would result in a violation of law or jeopardize the applicable tax, securities, or other special status of the Plan. If the amount that would otherwise be allocated is reduced, the Participating Company Matching Contributions shall be correspondingly reduced.

5.2 All contributions set forth shall be made in cash or Shares or any combination thereof. Shares shall be valued as of the Valuation Date coinciding with or immediately preceding the pay date. Any contributions made in cash shall be used by the Trustee to purchase Shares to be held in the Trust Fund for allocation to Members as set forth in Rule 5.

5.3 The Sponsoring Company may contribute all or part of the entire amount due on behalf of one or more Participating Companies and charge the amount to the Participating Company responsible therefore.

5.4 On the Allocation Date, all Matching Contributions to the Plan shall be allocated to the Matching Accounts of Members so that each Member receives the allocation set forth in

Rule 5.1 above. For this purpose, Shares shall be valued in US dollars (USD) as of the Allocation Date.

5.5 With respect to a Member who diversifies to cash pursuant to Rule 10, the Member shall be suspended from future matches until such time as the Member repurchases, through contributions, the amount of Shares originally diversified.

6. Member Contributions

6.1 Pre-Tax Contributions

Notwithstanding the foregoing, beginning on and after the date decided by the Board, Pre-Tax Contributions may be made to the Plan as follows:

- (a) Subject to the limitations in Rule 6, each Member may elect a reduction in their Compensation on their own behalf in whole percentages from 1% to 25% for each payroll period, beginning with the payroll period following that in which the Member commences participation in the Plan in accordance with Rule 4.1.
- (b) Subject to the limitations in Rule 6.3, each Member may also elect a reduction (in whole percentages up to 100%) of any Bonuses paid to the Member, beginning with the date the Member commences participation in the Plan in accordance with Rule 4.1.
- (c) To make Pre-Tax Contributions under this Rule, the Employer will reduce the Member's Compensation or Bonus (by payroll withholding or other necessary means) the amount authorized by the Member and the Employer will pay over such amounts to the Trustee as soon as reasonably practicable thereafter.
- (d) Such contributions shall be credited to the Member's Pre-Tax Account.

6.2 Subject to the provisions of Rule 6, a Member may elect, on a monthly basis, to change, suspend or resume the rate of Pre-Tax Contributions from Member's Compensation (or otherwise cease Pre-Tax Contributions), effective as of the first pay cheque of the following calendar month or at any other time that the Sponsoring Company may prescribe, provided that the Member has filed an election in such form and manner and at such time as the Sponsoring Company from time to time may prescribe.

6.3 Subject to the provisions of Rule 6, a Member may also elect, on an annual basis, to change, suspend or resume the rate of or Pre-Tax Contributions from Member's Bonus, effective as of the first day of the following Plan Year or the election and effective date of the election may be at any other time that the Sponsoring Company may prescribe, provided that the Member has filed an election in such form and manner and at such time as the Sponsoring Company from time to time may prescribe.

6.4 For the purposes of Rule 6, the following shall not be deemed a change in the Member's rate of Pre-Tax Contributions: (i) a Member's initial election of Pre-Tax Contributions; and (ii) imposition of the limits of Rule 6.3.

6.5 No interest will be payable in respect of any Member Contributions.

7. Trust Fund

7.1 Plan Assets

All Participating Company contributions made in accordance with Rule 5 and Member contributions made in accordance with Rule 6 shall be paid over to the Trustee and held pursuant to the provisions of the Plan and the Trust Agreement. The Trustee shall purchase Shares on behalf of the Members using their Member Contributions as soon as reasonable practicable after receipt of the Member Contributions.

7.2 Accounts

A Member's interest in the Trust Fund shall be reflected in their Account. One or more subaccounts may be established under each Account for such purposes as the Board deems appropriate. The fact that separate accounts are maintained for each Member shall not be deemed to segregate for such Member, or to give such Member any direct interest in, any specific asset or assets in the Trust Fund. Notwithstanding the foregoing, the Trust Fund shall be treated as a single trust for purposes of investment and administration.

7.3 Allocation of Dividends, Splits, Recapitalisations, etc.

Any Shares received by the Trustee as a result of a dividend or other distribution, stock split, conversion, or as a result of a reorganisation or other recapitalisation of the Sponsoring Company shall be allocated by the Trustee in the same manner as the Shares to which they are attributable were allocated.

8. Vesting

8.1 Member Contributions

Subject to Rule 8, Shares acquired with Pre-Tax Contributions, other than Shares allocated to the Matching Account, shall be fully vested at all times.

8.2 Matching Contributions

For all purposes of the Plan, a Member's Vested Interest in the Matching Account shall be the percentage of the amount credited to their Matching Account determined by the Board from the following vesting schedule on the basis of the number of Years of Vesting Service.

<u>Years of Vesting Service</u>	<u>Vested Interest in Member's Account</u>
Less than 3 years	0%
3 years or more	100%

8.3 Forfeitures

The unvested portion of a Member's Account whose account is distributed shall be forfeited. A Member who ceases to be an Employee and whose nonforfeitable percentage in their Matching Account is zero shall cease to be a Member. If a non-vested Member is reemployed, the prior Account balance shall not be reestablished, unless the Board otherwise determines in its sole discretion.

8.4 Accelerate Vesting

Notwithstanding Rule 8.2, a Member shall be fully vested in their Matching Account if their employment ceases because of a Qualifying Reason.

8.5 Treatment of Forfeitures

All forfeitures shall reduce the amount of Company contributions required by Rule 5.

9. Distributions

9.1 Member Account Distributions

- (a) The Shares allocated to a Member's Account and the Member's Vested Interest in the Matching Account can only be withdrawn in accordance with the provisions of Rules 9 and 10. Members will sell their Shares to the Sponsoring Company as soon as administratively feasible after the end of the Plan Year in which a Member ceased to be an Employee and elect to commence distribution payments by completing a stock repurchase form. Distributions shall be made on the date the Shares are sold and will be paid to the Member in accordance with the provisions of Rules 9.1.
 - (b) The number of Shares distributable hereunder shall be the number of Shares allocated to the vested portion of Member's Accounts.
 - (c) The participant (or his or her designated beneficiary or legal representative) shall be entitled to payment for the entire vested value of his or her Account in the Plan in the event of his or her retirement, death, a Disability or termination of employment for any reason.
 - (d) The sale of any Share by a Member shall cease if the Member is rehired by the Company or an Affiliated Company. In that event, any sales of Shares not yet undertaken shall remain in the Member's Account until the Member again
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becomes eligible for a distribution under the Plan. Subject to Rule 9.3, any subsequent distributions shall be made as if the Member did not previously terminate employment (except that previously distributed amounts shall be ignored).

- (e) Distributions to a Member shall be based upon the value of their Account as of the Valuation Date coinciding with or immediately preceding the date of distribution.

9.2 Lost Member/Beneficiary

Notwithstanding any other provision of the Plan, in the event the Company, after reasonable effort, is unable to locate a Member or Beneficiary to whom a benefit is payable under the Plan, such benefit shall not escheat to any country or governmental body and shall be forfeited; provided, however, that such benefit shall be reinstated (in an amount equal to the amount forfeited) upon proper claim made by such Member or Beneficiary prior to the termination of the Plan. The Board may provide additional or alternative rules for the treatment of missing Members.

9.3 Benefits Payable Solely By Trust

All benefits payable under the Plan shall be paid or provided for solely from the Trust. The Trust Fund shall be the sole source of benefits under the Plan and the Company and the Board assume no liability or responsibility for payment of such benefits and each Member, Beneficiary or other person who shall claim the right to any payment under the Plan shall be entitled to look only to the Trust Fund for such payment and shall not have any right, claim or demand against the Company, the Board or any member thereof, or any employee or director of the Company.

9.4 Withholding

- (a) Each Member, as a condition of participating under the Plan, agrees to bear responsibility for all income taxes and applicable social security or similar such taxes, if any, which may be due on or with respect to distributions under the Plan or otherwise in connection with the participation of a Member in the Plan. At any time, the Employer may withhold from any distribution the amount necessary for the Employer to meet applicable withholding obligations. Without limitation to the above, the Trustee or the Employer may sell, redeem, forfeit or otherwise dispose of (or procure the sale or other disposal of) any Shares allocated to the account of a Member to discharge any liability to withhold any income tax or applicable social security or similar such taxes which may be due in connection with the participation in the Plan of the Member.
- (b) Partial Distribution Upon Vesting

A Member shall be entitled to a partial distribution in cash equal to the tax liability, if any, they have incurred upon vesting of matches.

9.5 No Other Distribution

Except as provided by Rule 9 and Rule 10, a Member may not, at any time, request the Trustee:

- (a) to sell or otherwise dispose of the Shares held by the Trustee in trust for the Member under the Plan; or
- (b) to transfer Shares held by the Trustee in trust for the Member under the Plan to the Member.

9.6 No Loans

No Member shall be allowed to borrow from the Plan.

10. Common Shares Diversification

10.1 Elect to Diversify

A Member may elect to diversify any portion of their Eligible Shares in their Pre-Tax Accounts as described in Rule 10.2, which have been held for a minimum of five years.

10.2 Diversification Options

To the extent allowed by the Participating Company, a Member will be able to diversify their Account in Shares through one of the following options:

- (a) For Members with Eligible Shares having a value of at least USD 50,000, the Member may sell up to USD 50,000 or 20% of the Eligible Share value plus one Share, whichever is greater, back to the Sponsoring Company on an annual basis;
- (b) For Members with Eligible Shares having a value of less than USD 50,000, the Member may sell up to 100% of the Eligible Share value back to the Sponsoring Company on an annual basis.

The value of the Eligible Shares for the diversification calculation shall be the value as of the most recent Valuation Date. Sale and payment will be made by the end of the quarter following the Plan Year end.

10.3 Right to Reduce or Refrain from Repurchasing

The Sponsoring Company reserves the right, in managing its liquidity in accordance with its credit and other debt agreements and otherwise in a prudent fashion, to reduce or refrain from repurchasing shares tendered under the diversification program.

11. Restriction on Transfer of Shares

11.1 Restriction on transfer before 10 years

Shares held by the Trustee on trust for a Member under the Plan must not, before the expiration of 10 years after the acquisition of the Share by the Trustee, be sold or otherwise disposed of by the Trustee or transferred to the Member, except:

- (a) where the Employee ceases to be employed by the Company, but excluding where the Employee becomes an Inter-Company Transferee; or
- (b) as required by applicable law.

12. Administration

12.1 Powers and Duties of Trustee

- (a) The Trustee shall have responsibility under the Plan for the management and control of the assets of the Plan; provided, however, that the Trustee shall invest all assets in Shares except as is otherwise required under the terms of the Trust.
- (b) The Trustee must promptly give to each Member on whose behalf it holds Shares a copy of every notice of meeting and notice concerning a rights issue or bonus issue, and any other communication received from the Sponsoring Company, as a holder of Shares.
- (c) The Trustee shall vote unallocated Shares held in the Trust Fund as the Trustee determines to be in the best interests of Members.

12.2 Powers and Duties of the Board

- (a) The Board shall have general responsibility for the administration and interpretation of the Plan (including but not limited to complying with reporting and disclosure requirements and establishing and maintaining Plan records) and shall have the power to waive strict compliance with any of the Rules, which is in the Board's opinion, for the benefit of the Members.
- (b) The Board (or its delegate) shall have full discretion to construe and interpret the terms and provisions of this Plan, which interpretation or construction shall be final and binding on all parties, except as otherwise provided by law.
- (c) The Board is authorized to take any action it deems desirable to correct prior incorrect allocations or other errors.

12.3 Agents

The Board shall engage such legal counsel, certified public accountants and other advisors and service providers, who may be legal counsel, accountants, advisors or service providers for the Sponsoring Company, as it shall require or may deem advisable for the purposes of the Plan. The Board may rely upon the written opinion of such counsel and the accountants engaged by the Board and may delegate to any such agent or to any subcommittee or member of the Board the authority to perform any act required or permitted to be taken or performed by the Board, including, without limitation, those matters involving the exercise of discretion, provided that any such delegation shall be subject to revocation at any time at the discretion of the Board.

12.4 Suspension of the Plan

- (a) The Board may temporarily or permanently suspend contributions (of all types) to the Plan in its absolute discretion. No contributions to the Plan shall be made after the suspension date, except that any amounts withheld or deducted from Members' Compensation or Bonuses prior to the suspension date shall be contributed to the Trust or returned to Members, at the discretion of the Board.
- (b) Suspension under Rule 12.4 takes effect from the date decided by the Board and continues until the Board resolves to recommence the Plan or terminate it. The Board may resolve to recommence operation of the Plan following a suspension on any conditions it thinks appropriate.
- (c) Suspension does not affect the operation of these Rules (other than suspension of contributions) unless the Board resolves otherwise.

12.5 Right to Amend or Terminate Plan

The Board may resolve to terminate the Plan. The Board may vary these Rules as it thinks appropriate.

13. General Provisions

13.1 All Risk on Members

Members shall assume all risk in connection with any decrease in the value of assets of the Trust and the Member's Accounts. Neither the Participating Companies, the Board nor the Trustee shall be liable or responsible for any decrease in the value of the assets of the Trust and the Member's Accounts.

13.2 Right to Employment Exclusion

The Plan does not form part of any contract of employment between any Employee and their Employer or any other Company, and does not confer directly or indirectly on any Employee any right to continue to be employed by their Employer or any other Company.

13.3 Ceasing Employment

Any Member who ceases to be in the employment of any Participating Company or Affiliated Company is not entitled to any compensation for any loss of any right or benefit or prospective right or benefit under the Plan which they might otherwise have enjoyed whether such compensation is claimed by way of damages for wrongful or unfair dismissal or other breach of contract or by way of compensation for loss of office or otherwise.

13.4 Entitlements of Member

At each general meeting of the Sponsoring Company or other meeting at which the Shares may be voted, a Member is entitled, in relation to only the Shares allocated and credited to their Account, to direct the Trustee to vote the Shares at the meeting in a particular way or to abstain from voting the Shares, provided that such direction is received by the Trustee not less than 5 business days before the meeting.

13.5 Withholding

Each Member agrees to the payment of all income taxes, social security levies, withholding taxes and other similar charges that are due on or with respect to distributions to that Member under the Plan. The Trustee may withhold from any such distribution to a Member an amount necessary to meet such charges.

13.6 Fees, Expenses and Indemnity

- (a) The expenses of administering the Plan including (i) the expenses incurred by the members of the Board (or any of its delegates or any employees of Participating Companies charged with administration and/or operation of the Plan) in the performance of their duties under the Plan (including reasonable compensation for any legal counsel, certified public accountants and any agents and cost of services rendered in respect of the Plan) and (ii) all other proper charges and disbursements of the Trust Fund or the members of the Board or other persons described in clause (i) (including settlements of claims or legal actions brought against any party (and costs and expenses of defending same), approved by the Board, after consulting with counsel to the Plan), shall be paid, to the extent permitted by law, by the Sponsoring Company.
- (b) To the maximum extent permitted by law, no member of the Board shall be personally liable by reason of any contract or other instrument executed by them, nor for any mistake of judgment made in good faith, and each Employer shall indemnify and hold harmless, directly from its own assets (including the proceeds of any insurance policy the premiums of which are paid from the Company's own assets), each member of the Board and each other officer, employee, or director of the Employer exercising or having any duty or power relating to the Plan or to the assets of the Plan against any cost or expense (including counsel fees) or loss or liability arising out of any act or omission to act in connection with the Plan unless (1) arising out of such person's own fraud or bad faith or (2) such amount is paid by the Trust under subsection (a). The indemnity under this Rule 13.6 shall be in addition to any other rights provided under law, the bylaws of the Company, or otherwise.

13.7 Mistake of Fact

Notwithstanding any other provisions herein contained, if any contribution is made due to a mistake in fact, such contribution shall upon the direction of the Board be returned to

the Company or the parties who made it, as directed by the Company, without liability to any person.

13.8 Governing Law

These Rules and the Plan are governed by and shall be construed in accordance with the laws of Victoria, Australia, and (without prejudice to the right of either party to proceed against the other in any other court) each party hereby irrevocably submits to the jurisdiction of the courts of that State and of all courts competent to hear appeals from those courts in relation to any legal action, suit or proceeding arising out of or relating to these Rules and agrees that any such action, suit or proceeding may be brought in that State.

Australia Stock Purchase Plan

AECOM Technology Corporation

November 2000

AECOM Technology Corporation

Australia Stock Purchase Plan

1 Objectives and Commencement

1.1 Objectives

The objectives of this Plan are:

- (a) to provide Eligible Employees with an incentive to improve the performance of the Participating Companies;
- (b) improve the opportunity to enhance the share value of the Company; and
- (c) to assist in the retention and motivation of Eligible Employees.

1.2 Operation of Plan

The Plan will be operated in accordance with these Rules.

1.3 Subsidiaries

The Sponsoring Company will exercise all voting rights and other powers of control available to it so as to ascertain (in so far as it is able by exercise of such powers and rights) that each other Affiliated Company complies with and gives effect to the Plan.

1.4 Commencement

The Plan operates on and from the date decided by the Board.

2. Definitions and Interpretation

2.1 Definitions

The following definitions apply in this document.

“**Account**” means the account (including any subaccounts established from time to time under each such account) maintained to record the interest (if any) of a Member.

“**Affiliated Company**” means any corporation (other than a Participating Company) the majority of shares in which, at the time of reference, are owned by the Sponsoring Company (whether directly or indirectly through one or more of its subsidiaries), but excluding joint venture firms and any firm that is established on a non-permanent basis.

“**Allocation Date**” means the last day of each Plan Year.

“**Board**” means the board of directors of the Sponsoring Company or a committee appointed to act for the board of directors with regard to this Plan.

“**Bonus**” means bonuses and incentive compensation of all types paid or payable by a Company to an individual during the Plan Year for the period while such an individual has been a Member of the Plan, including, without limitation, contract completion bonuses and incentive compensation bonuses.

“**Company**” means the Sponsoring Company and each other Participating Company.

“**Compensation**” means the superannuation salary paid or payable by a Participating Company to an individual during the Plan Year for the period while such individual has been a Member of the Plan excluding overtime pay, shift premium and Bonuses.

“**Eligible Employee**” means an Employee whom the Board decides is eligible to participate in the Plan under Rule 3.

“**Employee**” means a permanent, full-time or part-time employee or executive director of one or more Participating Companies; provided, however, that “Employee” shall not include any person who receives no Compensation or Bonus earned from sources in Australia.

“**Employer**” in relation to an Employee means the Participating Company that employs the Employee.

“**Entry Date**” means the first day of the second calendar month immediately following the date the individual becomes an Employee. (For example, and without limitation, December 1, 2000 is the Entry Date for an individual who becomes an Employee in October 2000). However, the first Entry Date shall not be prior to the commencement date decided by the Board in accordance with Rule 1.4.

“**Hour of Service**” means, with respect to each Member:

- (a) each hour for which the Member is paid, or entitled to payment, for the performance of duties for a Participating Company or Affiliated Company; and
- (b) each hour for which the Member was paid, or entitled to payment, for the performance of duties for a company which was merged with, or acquired by, a Participating Company and an Affiliated Company or any of them.

For purposes of determining a Member’s Hours of Service, a Member who is, or was, credited with one Hour of Service in a month, shall be credited with 190 Hours of Service

“**Inter-Company Transferee**” means a Member who is transferred on a temporary assignment basis from a Participating Company to an Affiliated Company or from one Affiliated Company to another Affiliated Company after having first been employed by a Participating Company.

“**Matching Account**” means the Account maintained for a Member that is credited with the Member’s Matching Amount to the Plan in accordance with Rule 5.

“**Matching Amount**” means:

(a) in relation to a Member who is not a Senior Associate, an amount equal to 100% of the Matching Percentage for that Plan Year multiplied by the Relevant Amount; and

(b) in relation to a Member who is a Senior Associate, an amount equal to 120% of the Matching Percentage for that Plan Year multiplied by the Relevant Amount.

“**Matching Percentage**” means, subject to the following sentences, two times the weighted average of percentage increases, if any, in pre-tax net operating income (“**NOI**”), as defined below, for the current Plan Year and the last two Plan Years.

More specifically, the Matching Percentage shall be determined in accordance with the following formula:

$$M = A + (.65)(B) + (.35)(C)$$

where

M is the Matching Percentage for the current Plan Year;

A is the percentage increase in NOI for the current Plan Year as compared to NOI for the prior Plan Year;

B is the percentage increase in NOI for the prior Plan Year as compared to NOI for the second prior Plan Year; and

C is the percentage increase in NOI for the second Plan Year as compared to NOI for the third prior Plan Year.

Notwithstanding the foregoing, subject to, (1) the Matching Percentage shall be that percentage determined by the Board, in its total discretion, and (2) the Matching Percentage shall not exceed 50%. NOI shall mean pre-tax income from operations, excluding earnings attributable to acquisitions made after the beginning of the prior Plan Year.

“**Member**” means an Eligible Employee who has elected to participate in the Plan pursuant to an invitation made by the Board under Rule 4, and whose participation is not terminated.

“**Participating Company**” means an Affiliated Company (or division thereof) which, with the approval of the Sponsoring Company, adopts this Plan pursuant to appropriate written resolutions of the Board or other managing body of such company any by executing such documents with the Sponsoring Company as may be necessary to make

such company a party as a Participating Company. Any such company which adopts the Plan is thereafter a Participating Company with respect to its Employees for the purposes of the Plan. Unless the context requires otherwise, "Participating Company" shall include the Sponsoring Company.

"**Pay Period**" means, with respect to each Member, the period of one calendar month commencing on the first day of each month for which a Member is paid, or entitled to payment, for the performance of duties for a Participating Company or Affiliated Company.

"**Plan**" means the AECOM Technology Corporation Australia Stock Purchase Plan as amended from time to time.

"**Plan Year**" means the period beginning on 1 October and ending on 30 September.

"**Pre Tax Contributions**" means an amount notionally credited to the Plan in lieu of being paid to the member as Compensation or Bonus, or both. Pre Tax Contributions shall be made under Compensation reduction arrangements or Bonus reduction arrangements, or both between each Member and the Participating Company with respect to Compensation and Bonus not yet earned or otherwise available to a Member at the date of the Member's election under the arrangement. Rule 5.2 contains the provisions under which Pre Tax Contributions may be made.

"**Pre Tax Account**" means the Account maintained for a Member by the Participating Company that is notionally credited with the Member's Pre Tax Contributions in accordance with Rule 5, together with the allocations thereto required by the Plan.

"**Qualifying Reason**" in relation to an Eligible Employee ceasing to be an Employee, means:

- (a) retirement;
- (b) mental or physical ill-health which, in the opinion of the Board, is likely to result in the Eligible Employee being totally and/or permanently disabled ;
- (c) death; or
- (d) any other reason which the Board, in its sole discretion, decides should be a Qualifying Reason for the purposes of these Rules.

"**Relevant Amount**" means, in respect of a Member, the amount (in dollars) equal to the Pre Tax Contributions authorised by the Member in respect of that Plan Year.

"**Rules**" means these Rules, as said Rules may from time to time be amended.

"**Senior Associate**" means an Employee:

- (a) who is a key designated professional, but excluding an Employee who is also either a vice president or technical director of one or more Participating Companies, and is not eligible to be considered for a bonus or incentive compensation of all types; and
- (b) who has been determined to be a Senior Associate by their Employer or the Sponsoring Company.

“**Shares**” means common stocks issued by the Sponsoring Company.

“**Sponsoring Company**” means AECOM Technology Corporation including any successor by merger, purchase or otherwise.

“**Stock**” means an allocation of value representing common stock issued by the Sponsoring Company, and for the removal of doubt, does not include an actual allocation of Shares or an interest in Shares.

“**Valuation Date**” means March 31, June 30, September 30 and December 31 and any other date specified by the Board.

“**Vested Interest**” means the portion of the Member’s Account which has become vested in accordance with Rule 7.

“**Years of Vesting Service**” means, with respect to a Member, each calendar year during which the Member completes at least 1000 Hours of Service.

2.2 Ceasing to be an Employee

For the purposes of these Rules, an Eligible Employee ceases to be an Employee when a Participating Company no longer employs the Eligible Employee or the Employer ceases to be a subsidiary of the Sponsoring Company.

2.3 Rules for interpreting this document

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) A singular word includes the plural, and vice versa.
 - (b) A word that suggests one gender includes the other gender.
 - (c) If a word is defined, another part of speech that has a corresponding meaning.
 - (d) If an example is given of anything (including a right, obligation or concept), the example does not limit the scope of that thing.
 - (e) The word “subsidiary” has the same meaning as in the Corporations Law.
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- (f) A reference to “dollars” or “\$” is to Australian currency.
- (g) A reference to “US dollars” or “US\$” is to United States currency.

3. Eligibility

Any person who becomes an Employee on or after the date decided by the Board shall be eligible to become a Member of the Plan as at the Entry Date provided that the person is an Eligible Employee on such date.

4. Participation in the Plan

4.1 Participation

Any Employee eligible to participate in the Plan in accordance with Rule 3 of the Plan shall become a Member on the first day of the calendar month coincident with or next following the date on which the Employee has filed a completed application to participate in such form and manner and at such time as the Sponsoring Company may proscribe from time to time provided that they are an Employee on such day.

4.2 Content of Application

Each such application shall (i)authorise the automatic deduction of Pre Tax Contributions from such Member’s Compensation or Bonus, or both, or authorise such other method of making contributions as may be required by the Sponsoring Company; and (ii)contain such other information, conditions, understandings, declarations and agreements as the Sponsoring Company from time to time require.

4.3 Effect of election

By electing to participate in the Plan, the Member agrees to be bound by these Rules.

4.4 Duration

- (a) The participation of a Member shall be suspended during such times as the Member is an Inter-Company Transferee.
- (b) The participation of a Member shall end when the Member ceases to be an Employee or no further benefits are payable to the Member or on the Member’s Account under the Plan.

5. Participating Company Allocations

5.1 Participating Company Allocations

The Participating Companies shall make provision for each Plan Year such sum as the Board may, in its sole discretion, determine.

5.2 Pre Tax Contributions

Notwithstanding the foregoing, beginning on and after the date decided by the Board, Pre Tax Contributions may be provided for under the Plan as follows:

- (a) Each Member may authorise a reduction in their Compensation in whole percentages from 1% to 15% for each payroll period beginning with the payroll period next following in which the Member commences participation in the Plan in accordance with Rule 4.
- (b) Each Member may authorise a reduction in their Bonus in whole percentages from 1% to 100% for each Plan Year beginning with the Plan Year in which the Member commences participation in the Plan in accordance with Rule 4.
- (c) To make Pre Tax Contributions under this Rule, the Employer will reduce the Member's Compensation or Bonus, or both, by the Relevant Amount and the Participating Company will credit the Member's Account with an amount equal to 100% of the Relevant Amount.

5.3 Matching Contributions

The Participating Company will provide for the Matching Contribution by crediting the Member's Account with an amount equal to the Matching Amount.

5.4 Crediting of Account

- (a) Such crediting by the Participating Company shall be made, in the case of the Relevant Amount, to the Member's Pre Tax Account and in the case of the Matching Amount, to the Member's Matching Account.
- (b) Subject to the provisions of this Rule 5, a Member may elect to change, suspend or resume the rate of Pre Tax Contributions effective:
 - (i) in respect of contributions referable to reductions in Compensation, as of the first day of the first payroll period of the calendar month following the date of the election;
 - (ii) in respect of contributions referable to reductions in bonus, as of the first day of the Plan Year following the election; or
 - (iii) at any other time that the Sponsoring Company may prescribe;

provided that the Member has filed an election in such form and manner and at such time as the Sponsoring Company from time to time may prescribe.

5.5 No Deemed Change in Pre-Tax Contributions

For the purposes of Rule 5, the following shall not be deemed a change in the Pre Tax Contributions (i) a Member's initial election of Pre Tax Contributions under this Rule; and (ii) imposition of the limits of this Rule.

6. Accounts

6.1 Accounts

The value of a Member's potential interest under the Plan shall be reflected in their Account. One or more subaccounts may be established under each Account for such purposes as the Board deems appropriate.

6.2 Crediting of Contributions and Crediting of Stock

The Account maintained for each Member will be credited in respect of the Relevant Amount as at the last day of each Pay Period and in respect of the Matching Amount on a date not to exceed 90 days from the last day of the relevant Plan Year with the value of the contributions in accordance with Rule 5 and the equivalent number of Stock.

- (a) For this purpose, for the Relevant Amount, Stock shall be valued as of the Valuation Date coinciding with or immediately preceding the Valuation Date.
- (b) For this purpose, for the Matching Amount, Stock shall be valued as of the Allocation Date.
- (c) The Stock shall be credited only to the Accounts of Members who are Eligible Employees.

6.3 Allocation of Dividends, Splits, Recapitalisations, etc.

Dividends, stock splits, conversions, or changes in Share value as a result of a reorganisation or other recapitalisation of the Sponsoring Company shall be valued and credited to an Account in the same proportion as the Shares to which they are attributable bear to the Stock then credited.

6.4 Increases in Stock Value

Changes in Share value other than those set out at Rule 6.3 above shall be valued and credited to an Account in the same proportion as the Shares to which the changes are attributable bear to the Stock then credited to the Account.

6.5 Fractional Stock

For the removal of doubt, Stock allocated to a Member's account may include whole Stock and fractional Stock.

7. Vesting of Matching Contributions

- (a) For all purposes of the Plan, a Member's Vested Interest shall be the percentage of the amount credited to their Matching Account determined by the Board from the following vesting schedule on the basis of the number of Years of Vesting Service which the Member has completed as at the date of their retirement:

<u>Years of Vesting Service</u>	<u>Vested Interest in Member's Account</u>
Less than 5 years	0%
5 years or more	100%

- (b) Where a Member who ceased to participate in the Plan because the Member ceased to be an Employee again becomes a member, the Member's Years of Vesting Service calculated up to the time of ceasing as an Employee shall count toward Year of Vesting Service in the Plan, unless the Board determines otherwise in its sole discretion.
- (c) Notwithstanding Rule 7.2 (a) a Member who is then an Employee shall be fully vested in the percentage of the amount credited to their Matching Account determined by the Board if their employment ceases because of a Qualifying Reason.

8. Vesting of Value of a Member's Account

8.1 Full Vesting

A Member who is then an Employee as at the date of their retirement shall be fully vested in all the value then credited to their Account and shall be entitled to the cash value represented by his Account at that time. The Member shall not be entitled to the cash value represented by their Account before that time except:

- (i) after holding the Stock for a period of not less than 5 years, and with the consent of the Board, where the Member has elected in writing to participate in the AECOM Technology Corporation Global Stock Investment Plan, as amended from time to time, in exchange for the value of the Stock credited to their Account. The period that the Stock has been held for shall be calculated as the total of the period that the Stock has been credited to their Account and the period that any securities which were exchanged for said Stock were held by, or on behalf of, the Member; or
 - (ii) the Member's employment ceases because of a Qualifying Reason other than retirement; or
 - (iii) the Member's employment ceases because of termination with five or more Years of Vesting Service; or
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- (iv) any amount represented by, or standing to, their Account except as required by applicable law.

8.2 Partial Vesting

A Member who at the time of termination has less than five Years of Vesting Service is entitled to the cash value represented by their Account excluding the cash value represented by their Matching Account except a Member shall be vested, per the following schedule, in all the Shares held in their Matching Account if their employment ceases because of Redundancy;

<u>Years of Vesting Service</u>	<u>Vesting Percent</u>
Less than 1 year	0%
1 year but less than 2 years	20%
2 years but less than 3 years	40%
3 years but less than 4 years	60%
4 years but less than 5 years	80%
5 years or more	100%

9. Payment

The Member shall, as from the date at which the value of a Member's Account vests in accordance with Rule 8, be entitled to be paid by the Company:

- (a) at the end of the Plan Year in which a Member ceases to be an Employee a Member may sell shares that they have held for at least five years in their Relevant Account. A Member may sell up to the greater of US\$50,000 or 20% of the Share value of their Relevant Account back to the Sponsoring Company. The remaining value of the Member's Account will be distributed per their election in accordance with Rule 9;
 - (b) where the amount then standing to the Member's Account is equal to or less than US\$5,000, cash equal to 100% of the amount then standing to the Member's Account;
 - (c) where the amount standing to the Member's Account is greater than US\$5,000
 - (i) over the following 5 years at such times as the Board determines, cash equal to 20% of the amount (plus the value of one Share)standing to the Member's Account on the date at which the value of a Member's Account fully vests in accordance with Rule 8 plus interest; or
 - (ii) over the following 5 years at such times as the Board determines, cash equal to one-fifth of the amount (plus the value of one Share)then standing to the Member's Account at the time of each payment; or
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- (iii) over the following 9 years at such times as the Board determines, cash equal to one-ninth of the amount then standing to the Member's Account at the time of each payment.
- (d) for section 9(c)above, where the employee has worked less than 500 hours in the plan year in which the employee terminates, the first payment shall be paid within 90 days after the end of the plan year in which the employee terminates;
- (e) for section 9(c)above, where the employee has work 500 hours or more in the plan year in which the employee terminates, the first payment shall be paid within 90 days after the end of the plan year in which the employee works less than 500 hours.

10. Administration

10.1 General Powers and Duties of the Board

The Board shall have general responsibility for the administration and interpretation of the Plan (including but not limited to complying with reporting and disclosure requirements and establishing and maintaining Plan records)and shall have the power to waive strict compliance with any of the Rules, in the Board's opinion, for the benefit of the Members.

10.2 Agents

The Board shall engage such certified public accountants and other advisors and service providers, who may be accountants, advisors or service providers for the Sponsoring Company, as it shall require or may deem advisable for the purposes of the Plan. The Board may rely upon the written opinion of such counsel and the accountants engaged by the Board and may delegate to any such agent or to any subcommittee or member of the Board the authority to perform any act required or permitted to be taken or performed by the Board, including, without limitation, those matters involving the exercise of discretion, provided that any such delegation shall be subject to revocation at any time at the discretion of the Board.

10.3 Suspension of the Plan

- (a) The Board may suspend operation of the Plan in its sole discretion.
 - (b) Suspension under this Rule 10.3 takes effect from the date decided by the Board and continues until the Board resolves to recommence the Plan or terminate it.
 - (c) The Board may resolve to recommence operation of the Plan following a suspension on any conditions it thinks appropriate.
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- (d) Suspension under this Rule 10.3 does not affect the operation of these Rules in relation to amounts notionally allocated under the Plan before the suspension commenced, unless the Board resolves otherwise.

10.4 Termination of the Plan

The Board may resolve to terminate the Plan.

10.5 Amendment to Plan

The Board may vary these Rules as it thinks appropriate.

11. General Limitations and Provisions

11.1 All Risk on Members

Members shall assume all risk in connection with any decrease in the value of Stock credited to the Member's Accounts. The Participating Companies and the Board shall not be liable or responsible for any decrease in the value of Stock credited to the Member's Accounts.

11.2 Right to Employment Exclusion

The Plan does not form part of any contract of employment between any Employee and their Employer or any other Company, and does not confer directly or indirectly on any Employee any right to continue to be employed by their Employer.

11.3 Withholding

Each Member agrees to the payment of all income taxes, social security levies, withholding taxes and other similar charges that are due on or with respect to distributions (if any) to that Member under the Plan.

11.4 Fees and Expenses

The expenses of administering the Plan including (i) the expenses incurred by the members of the Board in the performance of their duties under the Plan (including reasonable compensation for any legal counsel, certified public accountants and any agents and cost of services rendered in respect of the Plan), (ii) the expenses incurred by any Board delegate or any employee of a Company charged with the administration or operation of the Plan in the performance of their duties under the Plan, and (iii) all other proper charges and disbursements of the members of the Board (including settlements of claims or legal actions brought against any party approved by the Board, after consulting with counsel to the Plan), shall be paid, to the extent permitted by law, by the Sponsoring Company.

12. Governing Law

These Rules and the Plan are governed by and shall be construed in accordance with the laws of Victoria, Australia, and (without prejudice to the right of either party to proceed against the other in any other court) each party hereby irrevocably submits to the jurisdiction of the courts of that State and of all courts competent to hear appeals from those courts in relation to any legal action, suit or proceeding arising out of or relating to these Rules and agrees that any such action, suit or proceeding may be brought in that State.

FaberMaunsell Limited

SAVINGS-RELATED SHARE
OPTION PLAN

Inland Revenue Reference: SRS2832/EJM
Adopted by the Company on 26 February 2004
Approved by the Inland Revenue on 7 April 2004

KPMG LLP
1 Puddle Dock
LONDON
EC4V 3PD

FaberMaunsell/SAYE rules - IR approved

1 Definitions

1.1 In these Rules the following words and expressions shall have, where the context so admits, the following meanings:

“Accounting Period”	an accounting reference period of the Company;
“Act”	the Income Tax (Earnings and Pensions) Act 2003;
“Acquiring Company”	where the conditions of paragraph 35 of Schedule 3 are met, such company as shall be at any time the “acquiring company” as defined in that paragraph;
“Adoption Date”	the date on which the Plan is adopted by a resolution of the Company;
“Application”	an application for an Option in the form as approved by the Committee from time to time;
“Associated Company”	has the same meaning as the expression bears in paragraph 35 of Schedule 3;
“Board”	the board of directors of the Company;
“Bonus Date”	the earliest date on which a bonus is payable under the relevant Savings Contract;
“Committee”	a duly constituted committee of or appointed by the Board that has been designated by the Board to administer the Plan;
“Common Stock”	The Common Stock of the Company;
“Company”	AECOM Technology Corporation (which is also the Scheme Organiser as defined in paragraph 2(2) of Schedule 3) or save for Rules 2,3,4,5,6 and 10.2 (i) the Acquiring Company; or (ii) some other company falling within paragraph 18 of Schedule 3 over whose shares a New Option has been granted;
“Control”	has the same meaning as in section 840 of the Income and Corporation Taxes Act 1988 ;
“Date of Grant”	the date on which an Option is, was or is to be granted under the Plan, pursuant to Rule 4.1, or on

which an Option is or was treated as being granted pursuant to Rule 4.2;

“Eligible Employee”

- (a) any director or employee of any Participating Company who:
 - (i) in the case of a director, normally devotes 35 hours or more per week to his duties (exclusive of meal breaks); and
 - (ii) is chargeable to tax in respect of his employment or office under section 15 or section 21 of the Act; and
 - (iii) for all Options granted on any one occasion has been employed with any Group Company for a continuous period (as stipulated by the Committee) not to exceed 5 years (and for the avoidance of doubt periods of service with any such company prior to its becoming a Group Company shall be disregarded); and
- (b) any other director or employee of any Participating Company who has been nominated by the Committee either individually or as a member of a category of directors or employees for participation in the Plan; and
- (c) is not prohibited from participating by the provisions of Paragraph 11 of Schedule 3 (whether falling within (a) or (b) above);

“Exercise Price”

the amount denominated in Pounds Sterling as determined by the Grantor and, if the Shares are not traded on any Recognised Investment Exchange agreed on or in advance of the Date of Grant for the purposes of the Plan with Inland Revenue Shares Valuation, which a Participant shall pay to acquire a Share on the exercise of an Option being, subject to

Rule 4.2 and Rule 8.

(a) in the case of an Option to Subscribe not less than the higher of

(i) the nominal value of a Share; and

(ii) 80 per cent or such other percentage as is for the time being permitted by statute or other statutory provision of the Market Value of a Share; and

(b) in the case of an Option to Purchase, not less than 80 per cent or such other percentage as is for the time being permitted by statute or other statutory provision of the Market Value of a Share on the day the Invitation was issued pursuant to Rule 2 if the Exercise Price is specified in the Invitation or, if the Exercise Price is notified to the Eligible Employees after the Invitations are issued but before the Options are granted, on the day the Eligible Employees are so notified;

“Grantor” in the case of an Option to Subscribe, the Company, and in the case of an Option to Purchase, the Trustee;

“Group” the Company and its Subsidiaries and the phrase “Group Company” shall be construed accordingly;

“Group Employee” a director or employee of any Group Company;

“Independent Accountants” a firm of accountants, acting as experts and not as arbitrators, nominated by the Committee for the purposes of this Plan;

“Injury or Disability” the cessation of employment or office by reason of injury or disability provided the Committee are satisfied, on production of such evidence as it may reasonably require:

(i) that the individual has ceased to exercise and, by reason of injury or disability, is incapable of exercising that office or employment; and

(ii) that the individual is likely to remain so incapable for the foreseeable future;

“Invitation”	a letter of invitation to participate in the Plan in a form approved by the Committee from time to time;
“Key Feature”	a provision of the Plan which is necessary in order to meet the requirements of Schedule 3;
“Market Value”	<p>in relation to a Share on any day:</p> <p>(i) if the Shares are admitted to a Recognised Investment Exchange an amount equal to the mean high and low sales price of a Share on that day or, if the Shares are not so traded on that day, the mean high and low sales price of a Share on that Recognised Investment Exchange on the first day prior thereto on which the Shares were so traded; or</p> <p>(ii) if the Shares are not so traded on a Recognised Investment Exchange, the market value of a Share determined in accordance with the provisions of Part VIII of the Taxation of Chargeable Gains Act 1992;</p> <p>converted into Pounds Sterling using the closing exchange rate on that day (whether falling within (i) or (ii) above);</p>
“New Option”	an option over shares in the Acquiring Company or a company which has Control of the Acquiring Company meeting the requirements of sub-paragraph 39(4) of Schedule 3, granted in consideration for the release of a Subsisting Option within such period as is required by paragraph 38(3) of Schedule 3;
“Nominated Savings Authority”	the savings authority or the savings authorities (as the case may be) nominated by the Company for the purposes of the Plan;
“Option”	a right to acquire Shares granted or to be granted pursuant to Rules 4.1 or 4.2; and the term “Option” shall be construed to mean either “Option to Purchase” or “Option to Subscribe” or both as the context requires;
“Option Certificate”	an option certificate appropriate to the Grantor in a form approved by the Committee from time to time;

“Option to Purchase”	an Option to purchase Shares;
“Option to Subscribe”	an Option to subscribe for Shares;
“Participant”	a person who has been granted an Option or (where the context admits) his legal personal representative(s);
“Participating Company”	any Group Company nominated by the Committee to participate in the Plan from time to time;
“Recognised Investment Exchange”	a recognised stock exchange within the meaning of section 841 of the Income and Corporation Taxes Act 1998 or a recognised investment exchange within the meaning of section 785 of the Financial Services and Markets Act 2000;
“Redundancy”	the cessation of employment or office by reason of redundancy within the meaning of the Employment Rights Act 1996 or The Employment Rights (Northern Ireland) Order 1996;
“Retirement”	the cessation of employment or office by reason of retirement either at the Specified Age or any other age at which the individual is bound to retire in accordance with the terms of his contract of employment;
“Rules”	the rules of the Plan as the same may be amended from time to time and “Rule” shall be construed accordingly;
“Savings Contract”	a 3 year contract under a certified contractual savings Plan (within the meaning of section 326 of the Income and Corporation Taxes Act 1988) entered into by an Eligible Employee with a Nominated Savings Authority and which has been approved for the purposes of Schedule 3;
“Schedule 3”	Schedule 3 to the Act;
“this Plan”	this FaberMaunsell Limited Savings-Related Share Option Plan constituted and governed by the Rules with, and subject to any amendments thereto properly effected;

“Share”	one share of Common Stock (being an ordinary share in the capital of the Company within the meaning of section 832(1) of the Income and Corporation Taxes Act 1988);
“Specified Age”	age 65;
“Standard Bonus”	the bonus payable to the Participant under a Savings Contract;
“Subsidiary”	a company which is under the Control of the Company and which is a subsidiary of the Company within the meaning of section 736 of the Companies Act 1985;
“Subsisting Option”	an Option which has been granted and which has not lapsed, been surrendered, renounced or been exercised in full and the terms “Subsisting Option to Purchase” and “Subsisting Option to Subscribe” shall be construed accordingly;
“Trust”	any employee share ownership trust which may be established from time to time by any Group Company;
“Trustee”	the original trustee or other trustee for the time being of the Trust.

1.2. In these Rules, except insofar as the context otherwise requires:

- (i) words denoting the singular shall include the plural and vice versa;
 - (ii) words importing a gender shall include every gender and references to a person shall include bodies corporate and unincorporated and vice versa;
 - (iii) reference to any enactment shall be construed as a reference to that enactment as from time to time amended, modified, extended or re-enacted and shall include any orders, regulations, instruments or other sub-ordinate legislation made under the relevant enactment;
 - (iv) words have the same meanings as in Schedule 3 unless the context otherwise requires; and
 - (v) headings and captions are provided for reference only and shall not be considered as part of the Plan.
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2 Invitation to apply for Options

2.1 The Committee and/or the Trustee may on one or more occasions but not later than the tenth anniversary of the Adoption Date invite every Eligible Employee by issuing an Invitation to apply for the grant of an Option, providing that at the intended Date of Grant the Shares satisfy the conditions of paragraphs 18 to 22 inclusive of Schedule 3.

2.2 Each Invitation shall specify:

- (i) the date, being not less than 14 days after the issue of the Invitation, by which an application must be made;
- (ii) the Exercise Price or that the Exercise Price will be notified to Eligible Employees at a reasonable time prior to the closing date for Applications;
- (iii) whether or not for the purpose of determining the number of Shares over which an Option is to be granted, the repayment under the Savings Contract is to be taken:
 - (a) as including the Standard Bonus;
 - (b) as not including a bonus;
- (iv) the maximum permitted aggregate monthly savings contribution being the lesser of the maximum amount specified in Paragraph 25 of Schedule 3 or such other maximum as may be determined by the relevant Grantor, and be permitted by the Board of the Inland Revenue pursuant to Schedule 3 and by the Nominated Savings Authority;

and the Grantor may determine and include in the Invitations details of the maximum number of Shares over which Options (whether Options to Subscribe or Options to Purchase) may be granted on that occasion and a statement that in the event of excess Applications, each Application may be scaled down in accordance with the Rules.

2.3 Each Invitation shall be accompanied by an Application which shall provide for the applicant to state:

3 Scaling Down

- 3.1 If the Grantor receives valid Applications over an aggregate number of Shares which exceeds the amount stated pursuant to Rule 2.2 or any limitation determined pursuant to Rule 5 below in respect of Invitations issued on any day, then the excess shall be eliminated by reducing pro rata the excess over £5 of the monthly savings contribution chosen by each applicant to the extent necessary.
- 3.2 If after applying the provisions of Rule 3.1 the number of Shares available is still insufficient to enable an Option based on monthly savings contributions of £5 to be granted to each Eligible Employee who made a valid Application the Grantor may determine in its absolute discretion that no Option shall be granted.
- 3.3 If the Grantor so determines, the provision in Rule 3.1 may be modified or applied in any manner as may be agreed in advance with the Inland Revenue.
- 3.4 Each Application shall be deemed to have been modified or withdrawn in accordance with the application of the foregoing provisions and the Grantor shall complete each Savings Contract proposal form to reflect any reduction in monthly savings contributions resulting therefrom.
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4 Grant of Options

- 4.1 Within 30 days of the first day by reference to which the Market Value of the Shares is determined (or within 42 days of that day when Rule 3 applies and Options cannot be granted within the 30 day period), and provided that the Shares satisfy the conditions specified in paragraphs 18 to 23 inclusive of Schedule 3 on the Date of Grant, the Grantor shall grant to each applicant who is still an Eligible Employee and is not precluded from participation in the Plan by virtue of Paragraph 11 of Schedule 3 an Option on similar terms as provided for in these Rules over the number of Shares for which, pursuant to Rule 2.4 and subject to Rule 3, he is deemed to have applied.
- 4.2 Where the circumstances noted in Rule 7.4 apply New Options may be granted within the terms of paragraph 38 Schedule 3 in consideration for the release of Options previously granted under this Plan. Such New Options are deemed to be equivalent to the old Options and to have been granted within the terms of this Plan.
- 4.3 No Option may be transferred, assigned or charged and any purported transfer, assignment or charge shall be void ab initio. Each Option Certificate shall carry a statement to this effect. For the avoidance of doubt, this Rule 4.3 shall not prevent the Option of a deceased Participant being exercised by his personal representative(s) within the terms of these Rules.
- 4.4 As soon as possible after Options have been granted the Grantor shall issue an Option Certificate specifying the Date of Grant, the number of Shares subject to Option and the Exercise Price.
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6 Exercise of Options

6.1 Subject to each of the succeeding sections of this Rule 6 and Rule 9 any Subsisting Option may be exercised by the Participant or, if deceased, by his personal representatives in whole or in part at the time of or at any time following the occurrence of the earliest of the following events:

- (i) the Bonus Date;
- (ii) the death of the Participant;
- (iii) upon the Participant ceasing to be a Group Employee where that cessation was by reason of Injury, Disability, Redundancy or Retirement;
- (iv) an opportunity to exercise the Option pursuant to Rule 7;
- (v) upon the Participant ceasing to be a Group Employee, where that cessation was by reason either of the company or companies of which he was an employee ceasing to be a Group Company or of the employment relating to a business or part of a business which is transferred to a person who is not a Group Company;
- (vi) upon the Participant ceasing to be a Group Employee more than three years after the Date of Grant of the relevant Option for any other reason.

6.2 No Option may be exercised by a Participant at any time when he is, or by the personal representatives of an individual who at the date of his death was, precluded by paragraph 11 of Schedule 3 from participating in the Plan.

6.3 An Option shall lapse and become thereafter incapable of exercise on the earliest of the following events:

- (i) except where the Participant has died, the expiry of six months following the Bonus Date;
 - (ii) where the Participant has died within six months following the Bonus Date, the first anniversary of the Bonus Date;
 - (iii) where the Participant has died before the Bonus Date, the first anniversary of his death;
 - (iv) unless the Participant has died, on the expiry of six months after the Option has become exercisable by virtue of Paragraph (iii), (v) or (vi) of Rule 6.1;
 - (v) immediately following the Participant ceasing to be a Group Employee save when the Participant ceases to be a Group Employee in the circumstances in Rule 6.1 (ii), (iii), (iv), (v) and (vi) above, and save when the Participant ceases to be a
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Group Employee but continues to be an employee or director of any Associated Company or company of which the Company has Control;

- (vi) the expiry of six months after the Option has first become exercisable in accordance with Rule 7;
- (vii) the Participant being adjudicated bankrupt;
- (viii) upon the Participant giving notice, (or under the terms of his Savings Contract being deemed to have given notice), to the Nominated Savings Authority that he intends to stop paying monthly contributions under his Savings Contract prior to the date upon which a right to exercise the Option shall arise;
- (ix) on the winding up other than a voluntary winding up of the Company; and
- (x) six months following a voluntary winding up of the Company.

6.4 If a Participant continues to be employed by a Group Company after the date on which he reaches the Specified Age he may exercise any Subsisting Option within six months following that date.

6.5 No person shall be treated for the purposes of this Rule 6 as ceasing to be a Group Employee until he is no longer a director or employee of the Company, an Associated Company of the Company or a company of which the Company has Control.

7 Take-overs, Reconstructions and Liquidations

7.1 If any person obtains Control of the Company as a result of making:

- (i) a general offer to acquire the whole of the issued share capital of the Company (other than that which is already owned by him) which is unconditional or which is made on a condition such that if it is satisfied the person making the offer will have Control of the Company; or
- (ii) a general offer to acquire all the shares (other than shares which are already owned by him) in the Company which are of the same class as Shares subject to a Subsisting Option

then the Committee shall notify all Participants and the Trustee as soon as is practicable of the offer in accordance with Rule 10.4. Any Subsisting Option may be exercised from the date of the receipt of that notification up to the expiry of a period ending six months from the time when the person making the offer has obtained Control of the Company and any condition subject to which the offer is made has been satisfied.

7.2 If under Section 425 of the Companies Act 1985 (or such provisions that the Inland Revenue have accepted are equivalent or closely comparable thereto in the United States) it is proposed that the Court sanctions a compromise or arrangement likely to affect or apply to Shares then the Company shall give notice thereof to all Participants and the Trustee at the same time as it sends notices to members of the Company calling the meeting to consider such a compromise or arrangement. Any Subsisting Option may be exercised by a Participant subject to the terms of this Rule before the expiry of six months from the date on which the Court sanctions such compromise or arrangement. Subject to Rule 7.6. at the end of the relevant period an unexercised Option shall lapse.

7.3 If any person becomes bound or entitled to acquire Shares in the Company under sections 428 to 430F of the Companies Act 1985 (or such provisions that the Inland Revenue have accepted are equivalent or closely comparable thereto in the United States (that is, provisions enabling the shares of minority shareholders to be acquired by that person)) any Subsisting Option may be exercised at any time when that person remains so bound or entitled.

7.4 If as a result of the events specified in Rules 7.1 or 7.1- an Acquiring Company has obtained Control of the Company, or if an Acquiring or Company has become bound entitled as mentioned in Rule 7.3, the Participant may, if the Acquiring Company so agrees, release any Subsisting Option he holds in consideration for the grant of a New Option.

A New Option issued in consideration of the release of an Option shall be evidenced by an Option Certificate which shall import the relevant provisions of these Rules.

A New Option shall, for all other purposes of this Plan, be treated as having been acquired at the same time as the corresponding released Option.

For the avoidance of doubt where any New Options are granted pursuant to Rule 4.2 these shall be construed as if the reference to the Company and to the Shares were references to the Acquiring Company over whose shares the New Options were granted, but references to Participating Company shall continue to be construed by reference to the definition of the Company or one of its Subsidiaries nominated by the Committee to participate in the Plan.

- 7.5 If a resolution is passed at a general meeting for the voluntary winding-up of the Company, an Option shall be exercisable in whole or in part for a period of six months after which the Option shall to the extent unexercised thereupon lapse.
- 7.6 An Option whether or not exercisable prior to or as a result of the occurrence of an event specified in Rules 7.1, 7.2, 7.3 or 7.5 shall, if an event so specified occurs, lapse in accordance with the relevant sub-rule of Rule 7, or if earlier, as determined by Rule 6.3(i) to (x). Where prior to the date an Option lapses there occurs one or more further events specified in Rules 7.1, 7.2, 7.3 or 7.5 an Option shall lapse on the earlier of the date determined by the preceding part of this Rule 7.6 and the date of lapse relevant to the further event or events.
- 7.7 For the purpose of this Rule 7 other than Rule 7.4 a person shall be deemed to have obtained Control of a Company if he and others acting in concert with him have together obtained Control of it.
- 7.8 The exercise of an Option pursuant to the preceding provisions of this Rule 7 shall be subject to the provisions of Rule 9.
- 7.9 A New Option shall neither be exercisable nor lapse by virtue of the event pursuant to which it was granted.
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8 Variation of Share Capital

8.1 In the event of any variation of the share capital of the Company, including, but without prejudice to the generality of the preceding words, any capitalisation or rights issue or any consolidation, sub-division or reduction of capital by the Company, the number of Shares subject to any Option and the Exercise Price may be adjusted by the Grantor (after consultation with the Committee where the Grantor is the Trustee) in such manner as the Independent Accountants confirm in writing to be, in their opinion, fair and reasonable provided that:

- (i) the aggregate amount payable on the exercise of an Option in full is neither materially changed nor increased beyond the expected repayment under the Saving Contract at the Bonus Date;
- (ii) at any time when the Plan remains approved by the Inland Revenue no adjustment shall take effect without the prior approval of the Board of Inland Revenue; and
- (iii) at any time when the Plan remains approved by the Inland Revenue following the adjustment the Shares shall continue to satisfy the conditions specified in paragraphs 18 to 22 inclusive of Schedule 3.

Such variation shall be deemed to be effective, once Inland Revenue approval has been given, from the record date at which the respective variation applied to other shares of the same class as the Shares. Any Options exercised within that period shall be treated as exercised with the benefit of the variation confirmed by the Independent Accountants.

8.2 If an adjustment is made pursuant to Rule 8.1 above with the intention that the Plan shall cease to be approved by the Inland Revenue, the Company shall immediately notify the Inland Revenue.

8.3 The Grantor shall take such steps as it considers necessary to notify Participants of any adjustment made under Rule 8.1 and may call in, cancel, endorse, issue or reissue any Option Certificate consequent upon such adjustment.

9 Manner of Exercise of Options

- 9.1 No Option may be exercised whilst the Plan is approved by the Inland Revenue unless the Shares satisfy the conditions specified in paragraphs 18 to 22 inclusive of Schedule 3.
- 9.2 An Option may only be exercised over the number of Shares which may be acquired with the sum obtained by way of payment under the related Savings Contract.
- 9.3 An Option shall be exercised by the Participant, or as the case may be by his personal representatives, delivering notice in writing to the Grantor, detailing the number of Shares in respect of which he wishes to exercise the Option accompanied by the appropriate payment (which shall not exceed the sum obtained by way of repayment under the related Savings Contract) or authority to the Company to withdraw and apply monies from the Savings Contract to acquire the Shares over which the Option is to be exercised and the relevant Option Certificate and shall be effective on the date of its receipt by the Grantor.
- 9.4 When an Option is exercised, the number of Shares specified in the notice of exercise given in accordance with Rule 9.3 shall be allotted or transferred to the Participant within 30 days of the date of exercise or, if such allotment or transfer would be prohibited by any regulations governing transactions in the Shares by any Relevant Investment Exchange, at the earliest practicable time after such prohibition is lifted and the Company or, as the case may be, the Trustee shall arrange for the delivery of evidence of title thereof. Shares allotted or transferred to the Participant shall qualify for dividends from the date the Participant is entered on the register of members of the Company. Save for any rights determined by reference to a record date preceding the date of allotment or transfer, such Shares shall rank pari passu with the other Shares of the same class in issue.
- 9.5 The Company and the Trustee may agree inter se that an Option to Subscribe shall be satisfied by the transfer of Shares or, as the case may be, an Option to Purchase shall be satisfied by the issue or allotment of Shares.
- 9.6 When an Option is exercised only in part, it shall lapse to the extent of the unexercised balance.
- 9.7 For the purpose of Rules 9.2 and 9.3 above, any repayment under the Savings Contract shall exclude the repayment of any contribution the due date for payment of which falls after the date on which repayment is made unless provided for in the terms of the Savings Contract.
- 9.8 If Shares are listed on a Recognised Investment Exchange the Company shall apply for Shares in respect of which an Option has been exercised to be admitted to such Recognised Investment Exchange if they were not so admitted already.
- 9.9 Where Shares are listed or dealt in on any Recognised Investment Exchange no Option may be exercised in contravention of the securities transactions rules of that Recognised Investment Exchange as may from time to time be in force.
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10 Administration and Amendment

- 10.1 The Plan shall be administered by the Committee (except where the Rules require a decision to be made by the Board) whose decision on all disputes shall be final save where the Rules require the concurrence of the Independent Accountants.
- 10.2 The Board or Committee may (with the approval of the Trustee) modify, amend or terminate this Plan at any time provided that:
- (i) no modification, amendment or termination of the Plan shall have a material adverse effect on the rights of a Participant under a grant previously made to him without the consent of the Participant;
 - (ii) no amendment to a Key Feature of the Plan shall have effect until approved by the Board of Inland Revenue whilst the Plan is and is intended to remain approved by the Inland Revenue pursuant to Schedule 3; and
 - (iii) no amendment made such that the Plan shall cease to be approved by the Inland Revenue shall take effect unless at the same time the Inland Revenue is notified of such amendment.
- 10.3 The cost of establishing and operating the Plan shall be borne by the Group Companies in such proportions as the Board shall determine.
- 10.4 Any notice or other communication under or in connection with the Plan may be given by the Grantor either personally or by post, and to the Grantor either personally or by post to the Secretary of the Grantor; items sent by post shall be pre-paid and shall be deemed to have been received 72 hours after posting. For the avoidance of doubt this Rule 10.4 shall not shorten the period specified in Rule 2.2(i) in which an application must be made by the Eligible Employee.
- 10.5 Where in any Rule of this Plan there is a requirement for any notice or document to be sent to any person by any other person, it shall be considered sent if an electronic transmission of the relevant information is sent in a form previously determined as being acceptable to the Committee. For the avoidance of doubt the Committee may dispense with the requirement to tender an Option Certificate on exercise of the relevant Option where they authorise any system permitting the exercise of Options by means of electronic notification. A requirement under these Rules for the making of any payment may be discharged by the electronic transmission of an authorisation to charge any account or credit card.
- 10.6 The Company shall at all times keep available sufficient authorised and unissued Shares or Shares held in treasury to satisfy the exercise to the full extent still possible of all Subsisting Options which it has granted, taking account of any other obligations of the Company to issue or transfer shares of the same class as Shares whether under this Plan or otherwise.
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- 10.7 The Trustee shall at all times keep available sufficient Shares to satisfy the exercise to the full extent of all Subsisting Options to Purchase which it has granted, taking account of any other obligations of the Trust to transfer Shares, provided that if an Option to Purchase granted by the Trustee ceases to be exercisable under these Rules or where an agreement is reached for the grant of a New Option in accordance with Rule 7.4 the Trustee shall be free to deal with the Shares which were subject to such Options to Purchase as it sees fit, subject to the deed of trust constituting the Trust.
- 10.8 For the purposes of Rule 10.8 Shares shall be available where they are part of the assets of the Trust or are subject to an agreement whereby the Trustee can require that the Shares are transferred or issued to it or transferred or issued directly to the Participants in satisfaction of the Trustee's obligation to satisfy Options to Purchase which it has granted, but shall not be available where the Trustee has agreed or may be required to transfer Shares other than on the exercise of an Option.
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11 Miscellaneous

- 11.1 The Plan shall terminate upon the tenth anniversary of the Adoption Date or at any earlier time by the passing of a resolution of the Board or Committee. Termination of the Plan shall be without prejudice to the subsisting rights of Participants.
- 11.2 The rights and obligations of any individual under terms of his office or employment with any Group Company shall not be affected by his participation in the Plan or any right which he may have to participate therein, and an individual who participates therein shall waive any and all rights to compensation or damages in consequence of any loss of income tax relief under section 519 of the Act. or in consequence of the termination of his office or employment (whether lawfully or unlawfully) for any reason whatsoever insofar as those rights arise or may arise from his ceasing to have rights under or be entitled to exercise any Option under the Plan as a result of such termination.
- 11.3 The existence of any Option or Options shall not affect in any way the right or power of the Company or its shareholders to make or authorise any or all adjustments, recapitalisation, reorganisations, reductions of capital, purchase or redemption of its own shares or other changes in the Company's capital structure or any merger or consolidation of the Company, or any issue of bonds, debentures, preferred or prior preference stock ahead of or convertible into, or otherwise affecting the Shares or the rights thereof, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.
- 11.4 Neither the grant of an Option nor any benefit which may accrue to a Participant on the exercise of an Option shall form part of that Participant's pensionable remuneration for the purposes of any pension plan or similar arrangement which may be operated by any Group Company.
- 11.5 It is a condition of participation in this Plan that a Participant agree to the holding of information about him by the Company and that he authorise the Company and its agents and advisers to use such information according to these Rules for the purposes of this Plan. It is a further condition of participation in this Plan that each Participant agrees that
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GIBSON, DUNN & CRUTCHER LLP
LAWYERS

A REGISTERED LIMITED LIABILITY PARTNERSHIP
INCLUDING PROFESSIONAL CORPORATIONS

333 South Grand Avenue, Los Angeles, California 90071-3197
(213) 229-7000

www.gibsondunn.com

April 10, 2007

(213) 229-7000

(213) 229-7520

AECOM Technology Corporation
555 South Flower Street, Suite 3700
Los Angeles, California 90071

Re: AECOM Technology Corporation
Registration Statement on Form S-8 (File No. 333-)

Ladies and Gentlemen:

We have examined the Registration Statement on Form S-8, File No. 333- (the "Registration Statement"), of AECOM Technology Corp., a Delaware corporation (the "Company"), filed with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Act of 1933, as amended (the "Securities Act"), in connection with the offering by the Company of up to relating to 25,637,100 shares of the Company's Common Stock, par value \$.01 per share (the "Common Stock") and 60,300 shares of the Company's Convertible Preferred Stock, par value \$100 per share (the "Preferred Stock" and collectively, the "Shares"), which have been reserved for issuance from time to time pursuant to awards granted and to be granted pursuant to the AECOM Technology Corporation Stock Incentive Plan, AECOM Technology Corporation 2000 Stock Incentive Plan, AECOM Technology Corporation 2006 Stock Incentive Plan, AECOM Technology Corporation Stock Incentive Plan for Non-Employee Directors, AECOM Technology Corporation 2006 Stock Incentive Plan for Non-Employee Directors, AECOM Technology Corporation Stock Purchase Plan, Australia Stock Investment Plan, Australia Stock Purchase Plan, Global Stock Investment Plan — United Kingdom, UMA Group Ltd. Employee Stock Purchase Plan, FaberMaunsell Limited Savings-Related Share Option Plan, AECOM Technology Corporation Equity Investment Plan, and AECOM Technology Corporation Retirement & Savings Plan (the "Plans").

We have examined the originals, or photostatic or certified copies, of such records of the Company and certificates of officers of the Company and of public officials and such other documents as we have deemed relevant and necessary as the basis for the opinion set forth below. In our examination, we have assumed the genuineness of all signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as copies. We have also assumed that awards have been granted and will be granted pursuant to the Plans as authorized by the Board of Directors of the Company or a duly authorized committee thereof and in accordance with the terms of the Plans.

Based upon the foregoing examination and in reliance thereon, and subject to the assumptions stated and in reliance on statements of fact contained in the documents that we have examined, we are of the opinion that the Shares, when issued against payment therefor and in accordance with the terms of the applicable Plan and award grant, will be validly issued, fully paid and non-assessable.

We consent to the filing of this opinion as an exhibit to the Registration Statement, and we further consent to the use of our name under the caption "Legal Matters" in the Registration Statement and the prospectus that forms a part thereof. In giving these consents, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Commission.

Very truly yours,

/s/ GIBSON, DUNN & CRUTCHER LLP

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statement (Form S-8 No. 333-) to be filed on or about April 10, 2007, pertaining to the following stock plans of AECOM Technology Corporation:

- AECOM Technology Corporation Stock Incentive Plan,
- AECOM Technology Corporation 2000 Stock Incentive Plan,
- AECOM Technology Corporation 2006 Stock Incentive Plan,
- AECOM Technology Corporation Stock Incentive Plan for Non-Employee Directors,
- AECOM Technology Corporation 2006 Stock Incentive Plan for Non-Employee Directors,
- AECOM Technology Corporation Stock Purchase Plan,
- Australia Stock Investment Plan,
- Australia Stock Purchase Plan,
- Global Stock Investment Plan — United Kingdom,
- UMA Group Ltd. Employee Stock Purchase Plan,
- FaberMaunsell Limited Savings-Related Share Option Plan,
- AECOM Technology Corporation Equity Investment Plan, and
- AECOM Technology Corporation Retirement & Savings Plan

of our report dated March 5, 2007, with respect to the consolidated financial statements of AECOM Technology Corporation included in its Form S-1 for the year ended September 30, 2006, filed with the Securities and Exchange Commission on March 8, 2007.

/s/ Ernst & Young LLP

Los Angeles, California
April 9, 2007
