

---

---

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549  
FORM 10-Q**

(Mark One)

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

For the quarterly period ended December 31, 2022

OR

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

For the transition period from            to

Commission File Number 000-52423

**AECOM**

(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

**13355 Noel Road**  
**Dallas, Texas**  
Address of Principal Executive Offices

**75240**  
Zip Code

**(972) 788-1000**  
Registrant's Telephone Number, Including Area Code

Former Name, Former Address and Former Fiscal Year, if Changed Since Last Report

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value	ACM	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

As of February 3, 2023, 138,950,262 shares of the registrant's common stock were outstanding.

---

---

**AECOM**

**INDEX**

<b><u>PART I.</u></b>	<b><u>FINANCIAL INFORMATION</u></b>	
<b><u>Item 1.</u></b>	<b><u>Financial Statements</u></b>	<b>1</b>
	<u>Consolidated Balance Sheets as of December 31, 2022 (unaudited) and September 30, 2022</u>	1
	<u>Consolidated Statements of Operations for the Three Months Ended December 31, 2022 (unaudited) and December 31, 2021 (unaudited)</u>	2
	<u>Consolidated Statements of Comprehensive Income for the Three Months Ended December 31, 2022 (unaudited) and December 31, 2021 (unaudited)</u>	3
	<u>Consolidated Statements of Stockholders' Equity for the Three Months Ended December 31, 2022 (unaudited) and December 31, 2021 (unaudited)</u>	4
	<u>Consolidated Statements of Cash Flows for the Three Months Ended December 31, 2022 (unaudited) and December 31, 2021 (unaudited)</u>	5
	<u>Notes to Consolidated Financial Statements (unaudited)</u>	6
<b><u>Item 2.</u></b>	<b><u>Management's Discussion and Analysis of Financial Condition and Results of Operations</u></b>	<b>25</b>
<b><u>Item 3.</u></b>	<b><u>Quantitative and Qualitative Disclosures About Market Risk</u></b>	<b>37</b>
<b><u>Item 4.</u></b>	<b><u>Controls and Procedures</u></b>	<b>37</b>
<b><u>PART II.</u></b>	<b><u>OTHER INFORMATION</u></b>	<b>38</b>
<b><u>Item 1.</u></b>	<b><u>Legal Proceedings</u></b>	<b>38</b>
<b><u>Item 1A.</u></b>	<b><u>Risk Factors</u></b>	<b>38</b>
<b><u>Item 2.</u></b>	<b><u>Unregistered Sales of Equity Securities and Use of Proceeds</u></b>	<b>38</b>
<b><u>Item 3.</u></b>	<b><u>Defaults Upon Senior Securities</u></b>	<b>38</b>
<b><u>Item 4.</u></b>	<b><u>Mine Safety Disclosure</u></b>	<b>38</b>
<b><u>Item 5.</u></b>	<b><u>Other Information</u></b>	<b>38</b>
<b><u>Item 6.</u></b>	<b><u>Exhibits</u></b>	<b>39</b>
<b><u>SIGNATURES</u></b>		<b>40</b>

---

**PART I. FINANCIAL INFORMATION**

**Item 1. Financial Statements**

**AECOM**  
**Consolidated Balance Sheets**  
**(unaudited - in thousands, except share data)**

	December 31, 2022	September 30, 2022
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 980,203	\$ 972,661
Cash in consolidated joint ventures	180,147	199,548
Total cash and cash equivalents	1,160,350	1,172,209
Accounts receivable—net	2,433,302	2,317,812
Contract assets	1,488,926	1,405,299
Prepaid expenses and other current assets	784,814	759,402
Current assets held for sale	72,588	79,000
Income taxes receivable	87,487	89,088
<b>TOTAL CURRENT ASSETS</b>	<b>6,027,467</b>	<b>5,822,810</b>
PROPERTY AND EQUIPMENT—NET	438,808	428,239
DEFERRED TAX ASSETS—NET	293,987	284,154
INVESTMENTS IN UNCONSOLIDATED JOINT VENTURES	376,951	354,983
GOODWILL	3,424,704	3,380,761
INTANGIBLE ASSETS—NET	31,290	35,552
OTHER NON-CURRENT ASSETS	256,025	293,043
OPERATING LEASE RIGHT-OF-USE ASSETS	556,438	539,773
<b>TOTAL ASSETS</b>	<b>\$ 11,405,670</b>	<b>\$ 11,139,315</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>CURRENT LIABILITIES:</b>		
Short-term debt	\$ 4,584	\$ 5,032
Accounts payable	1,987,306	2,027,314
Accrued expenses and other current liabilities	2,196,731	2,181,408
Income taxes payable	55,334	46,336
Contract liabilities	1,222,358	1,051,258
Current liabilities held for sale	43,035	49,249
Current portion of long-term debt	48,370	43,574
<b>TOTAL CURRENT LIABILITIES</b>	<b>5,557,718</b>	<b>5,404,171</b>
OTHER LONG-TERM LIABILITIES	142,995	135,795
OPERATING LEASE LIABILITIES, NON-CURRENT	606,865	595,308
LONG-TERM LIABILITIES HELD FOR SALE	271	200
DEFERRED TAX LIABILITY-NET	14,065	9,224
PENSION BENEFIT OBLIGATIONS	236,129	232,552
LONG-TERM DEBT	2,154,734	2,156,686
<b>TOTAL LIABILITIES</b>	<b>8,712,777</b>	<b>8,533,936</b>
<b>COMMITMENTS AND CONTINGENCIES (Note 15)</b>		
<b>AECOM STOCKHOLDERS' EQUITY:</b>		
Common stock-authorized, 300,000,000 shares of \$0.01 par value as of December 31, 2022 and September 30, 2022; issued and outstanding 138,953,354 and 138,933,907 shares as of December 31, 2022 and September 30, 2022, respectively	1,390	1,389
Additional paid-in capital	4,161,716	4,156,594
Accumulated other comprehensive loss	(918,361)	(979,675)
Accumulated deficits	(689,111)	(701,654)
<b>TOTAL AECOM STOCKHOLDERS' EQUITY</b>	<b>2,555,634</b>	<b>2,476,654</b>
Noncontrolling interests	137,259	128,725
<b>TOTAL STOCKHOLDERS' EQUITY</b>	<b>2,692,893</b>	<b>2,605,379</b>
<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>	<b>\$ 11,405,670</b>	<b>\$ 11,139,315</b>

See accompanying Notes to Consolidated Financial Statements.

**AECOM**  
**Consolidated Statements of Operations**  
**(unaudited - in thousands, except per share data)**

	Three Months Ended	
	December 31, 2022	December 31, 2021
Revenue	\$ 3,382,355	\$ 3,266,716
Cost of revenue	3,167,367	3,066,512
Gross profit	214,988	200,204
Equity in earnings of joint ventures	9,829	7,950
General and administrative expenses	(35,612)	(36,501)
Restructuring costs	(37,459)	(3,371)
Income from operations	151,746	168,282
Other income	7,870	2,874
Interest expense	(36,700)	(25,383)
Income from continuing operations before taxes	122,916	145,773
Income tax expense for continuing operations	25,765	22,556
Net income from continuing operations	97,151	123,217
Net loss from discontinued operations	(388)	(61,940)
Net income	96,763	61,277
Net income attributable to noncontrolling interests from continuing operations	(9,644)	(5,456)
Net loss attributable to noncontrolling interests from discontinued operations	826	5,727
Net (income) loss attributable to noncontrolling interests	(8,818)	271
Net income attributable to AECOM from continuing operations	87,507	117,761
Net income (loss) attributable to AECOM from discontinued operations	438	(56,213)
Net income attributable to AECOM	\$ 87,945	\$ 61,548
Net income (loss) attributable to AECOM per share:		
Basic continuing operations per share	\$ 0.63	\$ 0.83
Basic discontinued operations per share	\$ —	\$ (0.40)
Basic earnings per share	\$ 0.63	\$ 0.43
Diluted continuing operations per share	\$ 0.62	\$ 0.81
Diluted discontinued operations per share	\$ 0.01	\$ (0.38)
Diluted earnings per share	\$ 0.63	\$ 0.43
Weighted average shares outstanding:		
Basic	138,687	141,778
Diluted	140,642	144,637

See accompanying Notes to Consolidated Financial Statements.

**AECOM**  
**Consolidated Statements of Comprehensive Income**  
**(unaudited—in thousands)**

	<b>Three Months Ended</b>	
	<b>December 31, 2022</b>	<b>December 31, 2021</b>
Net income	\$ 96,763	\$ 61,277
Other comprehensive income, net of tax:		
Net unrealized (loss) gain on derivatives, net of tax	(1,817)	3,549
Foreign currency translation adjustments	78,124	(5,197)
Pension adjustments, net of tax	(14,847)	2,733
Other comprehensive income, net of tax	<u>61,460</u>	<u>1,085</u>
Comprehensive income, net of tax	158,223	62,362
Noncontrolling interests in comprehensive (income) loss of consolidated subsidiaries, net of tax	(8,964)	391
Comprehensive income attributable to AECOM, net of tax	<u>\$ 149,259</u>	<u>\$ 62,753</u>

See accompanying Notes to Consolidated Financial Statements.

**AECOM**  
**Consolidated Statements of Stockholders' Equity**  
(unaudited—in thousands)

	Common Stock	Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Accumulated Deficits	Total AECOM Stockholders' Equity	Non- Controlling Interests	Total Stockholders' Equity
BALANCE AT SEPTEMBER 30, 2022	\$ 1,389	\$ 4,156,594	\$ (979,675)	\$ (701,654)	\$ 2,476,654	\$ 128,725	\$ 2,605,379
Net income	—	—	—	87,945	87,945	8,818	96,763
Dividends declared	—	—	—	(25,398)	(25,398)	—	(25,398)
Other comprehensive income	—	—	61,314	—	61,314	146	61,460
Issuance of stock	10	13,226	—	—	13,236	—	13,236
Repurchases of stock	(9)	(19,997)	—	(50,004)	(70,010)	—	(70,010)
Stock-based compensation	—	11,893	—	—	11,893	—	11,893
Contributions from noncontrolling interests	—	—	—	—	—	672	672
Distributions to noncontrolling interests	—	—	—	—	—	(1,102)	(1,102)
BALANCE AT DECEMBER 31, 2022	<u>\$ 1,390</u>	<u>\$ 4,161,716</u>	<u>\$ (918,361)</u>	<u>\$ (689,111)</u>	<u>\$ 2,555,634</u>	<u>\$ 137,259</u>	<u>\$ 2,692,893</u>
	Common Stock	Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Accumulated Deficits	Total AECOM Stockholders' Equity	Non- Controlling Interests	Total Stockholders' Equity
BALANCE AT SEPTEMBER 30, 2021	\$ 1,432	\$ 4,115,541	\$ (900,377)	\$ (504,126)	\$ 2,712,470	\$ 117,107	\$ 2,829,577
Net income	—	—	—	61,548	61,548	(271)	61,277
Dividends declared	—	—	—	(21,506)	(21,506)	—	(21,506)
Other comprehensive income (loss)	—	—	1,205	—	1,205	(120)	1,085
Issuance of stock	19	9,430	—	—	9,449	—	9,449
Repurchases of stock	(38)	(49,452)	—	(212,818)	(262,308)	—	(262,308)
Stock-based compensation	—	9,814	—	—	9,814	—	9,814
Other transactions with noncontrolling interests	—	—	—	—	—	(153)	(153)
Contributions from noncontrolling interests	—	—	—	—	—	2	2
Distributions to noncontrolling interests	—	—	—	—	—	(998)	(998)
BALANCE AT DECEMBER 31, 2021	<u>\$ 1,413</u>	<u>\$ 4,085,333</u>	<u>\$ (899,172)</u>	<u>\$ (676,902)</u>	<u>\$ 2,510,672</u>	<u>\$ 115,567</u>	<u>\$ 2,626,239</u>

See accompanying Notes to Consolidated Financial Statements.

**AECOM**  
**Consolidated Statements of Cash Flows**  
**(unaudited - in thousands)**

	<b>Three Months Ended December 31,</b>	
	<b>2022</b>	<b>2021</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Net income	\$ 96,763	\$ 61,277
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	43,597	41,373
Equity in earnings of unconsolidated joint ventures	(8,089)	(4,600)
Distribution of earnings from unconsolidated joint ventures	20,711	10,287
Non-cash stock compensation	11,893	9,814
Loss on sale of discontinued operations	—	42,095
Foreign currency translation	10,588	280
Other	1,237	2,254
Changes in operating assets and liabilities:		
Accounts receivable and contract assets	(215,776)	88,131
Prepaid expenses and other assets	(21,956)	30,377
Accounts payable	(52,192)	(54,711)
Accrued expenses and other current liabilities	34,092	89,260
Contract liabilities	171,100	(46,832)
Other long-term liabilities	28,046	(74,150)
Net cash provided by operating activities	<u>120,014</u>	<u>194,855</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Payments for sale of discontinued operations, including cash disposed	—	(18,149)
Investment in unconsolidated joint ventures	(12,198)	(6,027)
Return of investment in unconsolidated joint ventures	718	1,602
Proceeds from sale of investments	2,526	6,122
Proceeds from disposal of property and equipment	85	546
Payments for capital expenditures	(36,369)	(32,665)
Net cash used in investing activities	<u>(45,238)</u>	<u>(48,571)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Proceeds from borrowings under credit agreements	735,301	441,013
Repayments of borrowings under credit agreements	(746,428)	(459,675)
Dividends paid	(20,796)	—
Proceeds from issuance of common stock	8,620	8,366
Payments to repurchase common stock	(70,010)	(262,308)
Net distributions to noncontrolling interests	(430)	(996)
Other financing activities	2,363	(15,303)
Net cash used in financing activities	<u>(91,380)</u>	<u>(288,903)</u>
EFFECT OF EXCHANGE RATE CHANGES ON CASH	2,513	(790)
NET DECREASE IN CASH AND CASH EQUIVALENTS	(14,091)	(143,409)
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	1,176,772	1,234,792
CASH AND CASH EQUIVALENTS AT END OF PERIOD	<u>1,162,681</u>	<u>1,091,383</u>
LESS CASH AND CASH EQUIVALENTS INCLUDED IN CURRENT ASSETS HELD FOR SALE	<u>(2,331)</u>	<u>(8,990)</u>
CASH AND CASH EQUIVALENTS OF CONTINUING OPERATIONS AT END OF PERIOD	<u>\$ 1,160,350</u>	<u>\$ 1,082,393</u>

See accompanying Notes to Consolidated Financial Statements.

**AECOM**  
**Notes to Consolidated Financial Statements**  
**(unaudited)**

**1. Basis of Presentation**

The accompanying consolidated financial statements of AECOM (the Company) are unaudited and, in the opinion of management, include all adjustments, including all normal recurring items necessary for a fair statement of the Company's financial position and results of operations for the periods presented. All intercompany balances and transactions are eliminated in consolidation.

The consolidated financial statements should be read in conjunction with the consolidated financial statements and notes thereto included in the Company's Form 10-K for the fiscal year ended September 30, 2022 (the Annual Report). The accompanying unaudited consolidated financial statements and related notes have been prepared in accordance with generally accepted accounting principles (GAAP) in the United States (U.S.) for interim financial information and with the instructions to Form 10-Q and Rule 10-01 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements.

The consolidated financial statements included in this report have been prepared consistently with the accounting policies described in the Annual Report, except as noted, and should be read together with the Annual Report.

The results of operations for the three months ended December 31, 2022 are not necessarily indicative of the results to be expected for the fiscal year ending September 30, 2023.

As discussed in more detail in Note 3, the Company concluded that its self-perform at-risk construction businesses met the criteria for held for sale beginning in the first quarter of fiscal 2020 and met the criteria for discontinued operation classification. As a result, the self-perform at-risk construction businesses are presented in the consolidated statements of operations as discontinued operations for all periods presented. Current and non-current assets and liabilities of these businesses are presented in the consolidated balance sheets as assets and liabilities held for sale.

The Company reports its annual results of operations based on 52 or 53-week periods ending on the Friday nearest September 30. The Company reports its quarterly results of operations based on periods ending on the Friday nearest December 31, March 31, and June 30. For clarity of presentation, all periods are presented as if the periods ended on September 30, December 31, March 31, and June 30.

**2. New Accounting Pronouncements and Changes in Accounting**

In August 2018, the FASB issued new accounting guidance for the disclosure requirements of defined benefit pension plans. The amended guidance eliminates certain disclosure requirements that were no longer considered to be cost beneficial. The Company adopted the new guidance starting on October 1, 2021. Adoption of the new guidance did not have a significant impact on the Company's financial statements.

In December 2019, the FASB issued new accounting guidance which simplifies the accounting for income taxes. The guidance amends certain exceptions to the general principles of Accounting Standards Codification (ASC) 740, *Income Taxes*, and simplifies several areas such as accounting for a franchise tax or similar tax that is partially based on income. The Company adopted the new guidance starting on October 1, 2021. The adoption of the new guidance did not have a significant impact on the Company's consolidated financial statements.

In October 2021, the FASB issued final guidance to companies that apply ASC 606, *Revenue from Contracts with Customers*, to recognize and measure contract assets and contract liabilities from contracts with customers acquired in a business combination. The new guidance creates an exception to the general requirement to measure acquired assets and liabilities at fair value on the acquisition date. Under this exception, an acquirer applies ASC 606 to recognize and measure contract assets and contract liabilities on the acquisition date. The Company adopted the new guidance starting on October 1, 2022 on a prospective basis, and the revised guidance will be applied to any business combinations the Company undertakes.



### 3. Discontinued Operations, Goodwill and Intangible Assets

In the first quarter of fiscal 2020, management approved a plan to dispose of via sale the Company's self-perform at-risk construction businesses. These businesses include the Company's civil infrastructure, power, and oil and gas construction businesses that were previously reported in the Company's Construction Services segment. After consideration of the relevant facts, the Company concluded the assets and liabilities of its self-perform at-risk construction businesses met the criteria for classification as held for sale. The Company concluded the actual and proposed disposal activities represented a strategic shift that would have a major effect on the Company's operations and financial results and qualified for presentation as discontinued operations in accordance with FASB ASC 205-20. Accordingly, the financial results of the self-perform at-risk construction businesses are presented in the Consolidated Statement of Operations as discontinued operations for all periods presented. Current and non-current assets and liabilities of these businesses not sold as of the balance sheet date are presented in the Consolidated Balance Sheets as assets and liabilities held for sale for both periods presented.

The Company completed the sale of its civil infrastructure construction business to affiliates of Oroco Capital in the second quarter of fiscal 2021. In the first quarter of fiscal 2022, the Company recorded an additional \$40.0 million loss primarily related to revisions of estimates for its working capital obligation to be paid and a contingent consideration receivable. Under the terms of the sale agreement, the Company made the required cash payments and delivered the cash and cash equivalents, including cash in consolidated joint ventures, on the balance sheet at closing. As a result, the Company recorded the net cash impact of the sale as a use of cash in the investing section of its statement of cash flows.

On January 28, 2022, the Company completed the sale of its oil and gas construction business to affiliates of Graham Maintenance Services LP for a purchase price of \$14 million, subject to cash, debt and working capital adjustments. The Company recorded a pre-tax gain of approximately \$3.0 million on the sale, net of transaction costs.

The following table represents summarized balance sheet information of assets and liabilities held for sale (in millions):

	<u>December 31,</u> <u>2022</u>	<u>September 30,</u> <u>2022</u>
Cash and cash equivalents	\$ 2.3	\$ 4.6
Receivables and contract assets	62.3	66.2
Other	8.0	8.2
Current assets held for sale	<u>\$ 72.6</u>	<u>\$ 79.0</u>
Property and equipment, net	\$ 12.0	\$ 8.0
Write-down of assets to fair value less cost to sell	(12.0)	(8.0)
Non-current assets held for sale	<u>\$ —</u>	<u>\$ —</u>
Accounts payable and accrued expenses	\$ 43.0	\$ 49.2
Other	—	—
Current liabilities held for sale	<u>\$ 43.0</u>	<u>\$ 49.2</u>
Long-term liabilities held for sale	<u>\$ 0.3</u>	<u>\$ 0.2</u>

The following table represents summarized income statement information of discontinued operations (in millions):

	<b>Three months ended</b>	
	<b>December 31, 2022</b>	<b>December 31, 2021</b>
Revenue	\$ 41.7	\$ 127.1
Cost of revenue	40.3	145.3
Gross profit (loss)	1.4	(18.2)
Equity in earnings of joint ventures	(1.7)	(3.4)
Loss on disposal activities	—	(42.1)
Transaction costs	(0.2)	(2.3)
Loss from operations	(0.5)	(66.0)
Interest expense	—	(0.1)
Loss before taxes	(0.5)	(66.1)
Income tax benefit	(0.1)	(4.1)
Net loss from discontinuing operations	<u>\$ (0.4)</u>	<u>\$ (62.0)</u>

The significant components included in our Consolidated Statement of Cash Flows for the discontinued operations are as follows (in millions):

	<b>Three months ended</b>	
	<b>December 31, 2022</b>	<b>December 31, 2021</b>
Payments for capital expenditures	\$ (4.0)	\$ (0.9)

The changes in the carrying value of goodwill by reportable segment for the three months ended December 31, 2022 were as follows:

	<b>September 30, 2022</b>	<b>Foreign Exchange Impact (in millions)</b>	<b>December 31, 2022</b>
	Americas	\$ 2,610.7	\$ 3.5
International	770.1	40.4	810.5
Total	<u>\$ 3,380.8</u>	<u>\$ 43.9</u>	<u>\$ 3,424.7</u>

The gross amounts and accumulated amortization of the Company's acquired identifiable intangible assets with finite useful lives as of December 31, 2022 and September 30, 2022, included in intangible assets—net, in the accompanying consolidated balance sheets, were as follows:

	<b>December 31, 2022</b>			<b>September 30, 2022</b>			<b>Amortization Period (years)</b>
	<b>Gross Amount</b>	<b>Accumulated Amortization</b>	<b>Intangible Assets, Net (in millions)</b>	<b>Gross Amount</b>	<b>Accumulated Amortization</b>	<b>Intangible Assets, Net</b>	
Customer relationships	\$ 663.4	\$ (632.1)	\$ 31.3	\$ 663.0	\$ (627.4)	\$ 35.6	1 - 11

Amortization expense of acquired intangible assets included within cost of revenue was \$4.7 million for the three months ended December 31, 2022 and 2021. The following table presents estimated amortization expense of existing intangible assets for the remainder of fiscal 2023 and for the succeeding years:

<b>Fiscal Year</b>	<b>(in millions)</b>
2023 (nine months remaining)	\$ 13.5
2024	17.2
2025	0.6
Total	<u>\$ 31.3</u>

#### 4. Revenue Recognition

The Company follows accounting principles for recognizing revenue upon the transfer of control of promised goods or services to customers, in an amount that reflects the expected consideration received in exchange for those goods or services. The Company generally recognizes revenues over time as performance obligations are satisfied. The Company generally measures its progress to completion using an input measure of total costs incurred divided by total costs expected to be incurred, which it believes to be the best measure of progress towards completion of the performance obligation. In the course of providing its services, the Company routinely subcontracts for services and incurs other direct costs on behalf of its clients. These costs are passed through to clients and, in accordance with GAAP, are included in the Company's revenue and cost of revenue. These pass-through revenues for the three months ended December 31, 2022 and 2021 were \$1.8 billion and \$1.7 billion, respectively.

Recognition of revenue and profit is dependent upon a number of factors, including the accuracy of a variety of estimates made at the balance sheet date, such as engineering progress, material quantities, the achievement of milestones, penalty provisions, labor productivity and cost estimates. Additionally, the Company is required to make estimates for the amount of consideration to be received, including bonuses, awards, incentive fees, claims, unpriced change orders, penalties, and liquidated damages. Variable consideration is included in the estimate of the transaction price only to the extent that a significant reversal would not be probable. Management continuously monitors factors that may affect the quality of its estimates, and material changes in estimates are disclosed accordingly. Costs attributable to claims are treated as costs of contract performance as incurred.

The following summarizes the Company's major contract types:

##### Cost Reimbursable Contracts

Cost reimbursable contracts include cost-plus fixed fee, cost-plus fixed rate, and time-and-materials price contracts. Under cost-plus contracts, the Company charges clients for its costs, including both direct and indirect costs, plus a negotiated fee or rate. The Company recognizes revenue based on actual direct costs incurred and the applicable fixed rate or portion of the fixed fee earned as of the balance sheet date. Under time-and-materials price contracts, the Company negotiates hourly billing rates and charges its clients based on the actual time that it expends on a project. In addition, clients reimburse the Company for materials and other direct incidental expenditures incurred in connection with its performance under the contract. The Company may apply a practical expedient to recognize revenue in the amount in which it has the right to invoice if its right to consideration is equal to the value of performance completed to date.

##### Guaranteed Maximum Price Contracts (GMP)

GMP contracts share many of the same contract provisions as cost-plus and fixed-price contracts. As with cost-plus contracts, clients are provided a disclosure of all the project costs, and a lump sum or percentage fee is separately identified. The Company provides clients with a guaranteed price for the overall project (adjusted for change orders issued by clients) and a schedule including the expected completion date. Cost overruns or costs associated with project delays in completion could generally be the Company's responsibility. For many of the Company's commercial or residential GMP contracts, the final price is generally not established until the Company has subcontracted a substantial percentage of the trade contracts with terms consistent with the master contract, and it has negotiated additional contractual limitations, such as waivers of consequential damages as well as aggregate caps on liabilities and liquidated damages. Revenue is recognized for GMP contracts as project costs are incurred relative to total estimated project costs.

##### Fixed-Price Contracts

Fixed-price contracts include both lump-sum and fixed-unit price contracts. Under lump-sum contracts, the Company performs all the work under the contract for a specified fee. Lump-sum contracts are typically subject to price adjustments if the scope of the project changes or unforeseen conditions arise. Under fixed-unit price contracts, the Company performs a number of units of work at an agreed price per unit with the total payment under the contract determined by the actual number of units delivered. Revenue is recognized for fixed-price contracts using the input method measured on a cost-to-cost basis as the Company believes this is the best measure of progress towards completion.

The following tables present the Company's revenues disaggregated by revenue sources:

	<b>Three months ended</b>	
	<b>December 31, 2022</b>	<b>December 31, 2021</b>
	(in millions)	
Cost reimbursable	\$ 1,514.9	\$ 1,307.6
Guaranteed maximum price	1,088.2	1,067.7
Fixed price	779.3	891.4
Total revenue	<u>\$ 3,382.4</u>	<u>\$ 3,266.7</u>

	<b>Three months ended</b>	
	<b>December 31, 2022</b>	<b>December 31, 2021</b>
	(in millions)	
Americas	\$ 2,579.6	\$ 2,464.2
Europe, Middle East, India, Africa	448.0	440.9
Asia-Australia-Pacific	354.8	361.6
Total revenue	<u>\$ 3,382.4</u>	<u>\$ 3,266.7</u>

As of December 31, 2022, the Company had allocated \$22.5 billion of transaction price to unsatisfied or partially satisfied performance obligations, of which approximately 55% is expected to be satisfied within the next twelve months.

Contract liabilities represent amounts billed to clients in excess of revenue recognized to date. The Company recognized revenue of \$423.0 million and \$466.2 million during the three months ended December 31, 2022 and 2021, respectively, that was included in contract liabilities as of September 30, 2022 and 2021, respectively.

The Company's timing of revenue recognition may not be consistent with its rights to bill and collect cash from its clients. Those rights are generally dependent upon advance billing terms, milestone billings based on the completion of certain phases of work or when services are performed. The Company's accounts receivables represent amounts billed to clients that have yet to be collected and represent an unconditional right to cash from its clients. Contract assets represent the amount of contract revenue recognized but not yet billed pursuant to contract terms or accounts billed after the balance sheet date. Contract liabilities represent billings as of the balance sheet date, as allowed under the terms of a contract, but not yet recognized as contract revenue pursuant to the Company's revenue recognition policy.

Net accounts receivable consisted of the following:

	<b>December 31, 2022</b>	<b>September 30, 2022</b>
	(in millions)	
Billed	\$ 2,027.1	\$ 1,931.4
Contract retentions	484.5	490.4
Total accounts receivable—gross	2,511.6	2,421.8
Allowance for doubtful accounts and credit losses	(78.3)	(104.0)
Total accounts receivable—net	<u>\$ 2,433.3</u>	<u>\$ 2,317.8</u>

Substantially all contract assets as of December 31, 2022 and September 30, 2022 are expected to be billed and collected within twelve months, except for claims. Significant claims recorded in contract assets and other non-current assets were approximately \$110 million as of both December 31, 2022 and September 30, 2022. The asset related to the Deactivation, Demolition, and Removal Project retained from the MS Purchaser as defined in and discussed in Note 15 is presented in prepaid expense and other current assets from continuing operations in the Consolidated Balance Sheet. Contract retentions represent amounts invoiced to clients where payments have been withheld from progress payments until the contracted work has been completed and approved by the client but nonetheless represent an unconditional right to cash.

The Company considers a broad range of information to estimate expected credit losses including the related ages of past due balances, projections of credit losses based on historical trends, and collection history and credit quality of its clients. Negative macroeconomic trends or delays in payment of outstanding receivables could result in an increase in the estimated credit losses.

No single client accounted for more than 10% of the Company's outstanding receivables at December 31, 2022 and September 30, 2022.

The Company sold trade receivables to financial institutions, of which \$245.9 million and \$240.3 million were outstanding as of December 31, 2022 and September 30, 2022, respectively. The Company does not retain financial or legal obligations for these receivables that would result in material losses. The Company's ongoing involvement is limited to the remittance of customer payments to the financial institutions with respect to the sold trade receivables.

## 5. Joint Ventures and Variable Interest Entities

The Company's joint ventures provide architecture, engineering, program management, construction management, operations and maintenance services, and invest in real estate projects. Joint ventures, the combination of two or more partners, are generally formed for a specific project. Management of the joint venture is typically controlled by a joint venture executive committee, comprised of representatives from the joint venture partners. The joint venture executive committee normally provides management oversight and controls decisions which could have a significant impact on the joint venture.

Some of the Company's joint ventures have no employees and minimal operating expenses. For these joint ventures, the Company's employees perform work for the joint venture, which is then billed to a third-party customer by the joint venture. These joint ventures function as pass-through entities to bill the third-party customer. For consolidated joint ventures of this type, the Company records the entire amount of the services performed and the costs associated with these services, including the services provided by the other joint venture partners, in the Company's result of operations. For certain of these joint ventures where a fee is added by an unconsolidated joint venture to client billings, the Company's portion of that fee is recorded in equity in earnings of joint ventures.

The Company also has joint ventures that have their own employees and operating expenses, and to which the Company generally makes a capital contribution. The Company accounts for these joint ventures either as consolidated entities or equity method investments based on the criteria further discussed below.

The Company follows guidance on the consolidation of variable interest entities (VIEs) that requires companies to utilize a qualitative approach to determine whether it is the primary beneficiary of a VIE. The process for identifying the primary beneficiary of a VIE requires consideration of the factors that indicate a party has the power to direct the activities that most significantly impact the joint venture's economic performance, including powers granted to the joint venture's program manager, powers contained in the joint venture governing board and, to a certain extent, a company's economic interest in the joint venture. The Company analyzes its joint ventures and classifies them as either:

- a VIE that must be consolidated because the Company is the primary beneficiary or the joint venture is not a VIE and the Company holds the majority voting interest with no significant participative rights available to the other partners; or
- a VIE that does not require consolidation and is treated as an equity method investment because the Company is not the primary beneficiary or the joint venture is not a VIE and the Company does not hold the majority voting interest.

As part of the above analysis, if it is determined that the Company has the power to direct the activities that most significantly impact the joint venture's economic performance, the Company considers whether or not it has the obligation to absorb losses or rights to receive benefits of the VIE that could potentially be significant to the VIE.

Contractually required support provided to the Company's joint ventures is further discussed in Note 15.

Summary of financial information of the consolidated joint ventures is as follows:

	December 31, 2022 (unaudited)	September 30, 2022
	(in millions)	
Current assets	\$ 672.0	\$ 630.8
Non-current assets	74.3	73.8
Total assets	<u>\$ 746.3</u>	<u>\$ 704.6</u>
Current liabilities	\$ 604.1	\$ 530.6
Non-current liabilities	1.5	1.5
Total liabilities	605.6	532.1
Total AECOM equity	16.1	56.7
Noncontrolling interests	124.6	115.8
Total owners' equity	140.7	172.5
Total liabilities and owners' equity	<u>\$ 746.3</u>	<u>\$ 704.6</u>

Total revenue of the consolidated joint ventures was \$484.8 million and \$301.2 million for the three months ended December 31, 2022 and 2021, respectively. The assets of the Company's consolidated joint ventures are restricted for use only by the particular joint venture and are not available for the general operations of the Company.

Summary of unaudited financial information of the unconsolidated joint ventures, as derived from their unaudited financial statements, is as follows:

	December 31, 2022	September 30, 2022
	(in millions)	
Current assets	\$ 1,223.6	\$ 1,279.4
Non-current assets	1,159.7	1,128.7
Total assets	<u>\$ 2,383.3</u>	<u>\$ 2,408.1</u>
Current liabilities	\$ 689.1	\$ 751.4
Non-current liabilities	522.1	521.3
Total liabilities	1,211.2	1,272.7
Joint ventures' equity	1,172.1	1,135.4
Total liabilities and joint ventures' equity	<u>\$ 2,383.3</u>	<u>\$ 2,408.1</u>
AECOM's investment in unconsolidated joint ventures	\$ 377.0	\$ 355.0

	Three Months Ended	
	December 31, 2022	December 31, 2021
	(in millions)	
Revenue	\$ 329.5	\$ 416.6
Cost of revenue	293.0	397.7
Gross profit	\$ 36.5	\$ 18.9
Net income	<u>\$ 35.3</u>	<u>\$ 17.3</u>

Summary of AECOM's equity in earnings of unconsolidated joint ventures is as follows:

	Three Months Ended	
	December 31, 2022	December 31, 2021
	(in millions)	
Pass-through joint ventures	\$ 4.2	\$ 6.8
Other joint ventures	5.6	1.1
Total	<u>\$ 9.8</u>	<u>\$ 7.9</u>

## 6. Pension Benefit Obligations

In the U.S., the Company sponsors various qualified defined benefit pension plans. Benefits under these plans generally are based on the employee's years of creditable service and compensation; however, all U.S. defined benefit plans are closed to new participants and have frozen accruals.

The Company also sponsors various non-qualified plans in the U.S.; all of these plans are frozen. Outside the U.S., the Company sponsors various pension plans, which are appropriate to the country in which the Company operates, some of which are government mandated.

The components of net periodic benefit cost other than the service cost component are included in other income in the consolidated statement of operations. The following table details the components of net periodic benefit cost for the Company's pension plans for the three months ended December 31, 2022 and 2021:

	Three Months Ended			
	December 31, 2022		December 31, 2021	
	U.S.	Int'l	U.S.	Int'l
	(in millions)			
Components of net periodic benefit cost:				
Service costs	\$ —	\$ 0.1	\$ —	\$ 0.1
Interest cost on projected benefit obligation	2.5	11.5	1.2	6.4
Expected return on plan assets	(1.5)	(14.7)	(1.4)	(11.0)
Amortization of net loss/(gain)	0.9	(0.1)	1.4	1.9
Net periodic benefit cost (credit)	<u>\$ 1.9</u>	<u>\$ (3.2)</u>	<u>\$ 1.2</u>	<u>\$ (2.6)</u>

The total amounts of employer contributions paid for the three months ended December 31, 2022 were \$2.5 million for U.S. plans and \$4.8 million for non-U.S. plans. The expected remaining scheduled annual employer contributions for the fiscal year ending September 30, 2023 are \$6.2 million for U.S. plans and \$18.0 million for non-U.S. plans.

## 7. Debt

Debt consisted of the following:

	December 31, 2022	September 30, 2022
	(in millions)	
Credit Agreement	\$ 1,138.9	\$ 1,143.3
2027 Senior Notes	997.3	997.3
Other debt	89.6	84.0
Total debt	2,225.8	2,224.6
Less: Current portion of debt and short-term borrowings	(53.0)	(48.6)
Less: Unamortized debt issuance costs	(18.1)	(19.3)
Long-term debt	<u>\$ 2,154.7</u>	<u>\$ 2,156.7</u>

The following table presents, in millions, scheduled maturities of the Company's debt as of December 31, 2022:

Fiscal Year	
2023 (nine months remaining)	\$ 41.5
2024	74.4
2025	43.2
2026	406.0
2027	1,004.8
Thereafter	655.9
Total	<u>\$ 2,225.8</u>

### Credit Agreement

On February 8, 2021, the Company entered into the 2021 Refinancing Amendment to the Credit Agreement (the "Credit Agreement"), pursuant to which the Company amended and restated its Syndicated Credit Facility Agreement, dated as of October 17,

2014 (as amended prior to February 8, 2021, the “Original Credit Agreement”), between the Company, as borrower, Bank of America, N.A., as administrative agent, and other parties thereto. At the time of amendment, the Credit Agreement consisted of a \$1,150,000,000 revolving credit facility (the “Revolving Credit Facility”) and a \$246,968,737.50 term loan A facility (the “Term A Facility,” together with the Revolving Credit Facility, the “Credit Facilities”), each of which mature on February 8, 2026. The outstanding loans under the Term A Facility were borrowed in U.S. dollars. Loans under the Revolving Credit Facility may be borrowed, and letters of credit thereunder may be issued, in U.S. dollars or in certain foreign currencies. The proceeds of the Revolving Credit Facility may be used from time to time for ongoing working capital and for other general corporate purposes. The proceeds of the Revolving Credit Facility and the Term A Loan facility borrowed on February 8, 2021 were used to refinance the existing revolving credit facility and the existing term loan facility under the Original Credit Agreement and to pay related fees and expenses. The Credit Agreement permits the Company to designate certain of its subsidiaries as additional co-borrowers from time to time. Currently, there are no co-borrowers under the Credit Facilities.

The applicable interest rate under the Credit Agreement is calculated at a per annum rate equal to, at the Company’s option, (a) the Eurocurrency Rate (as defined in the Credit Agreement) plus an applicable margin (the “LIBOR Applicable Margin”), which is currently at 1.2250% or (b) the Base Rate (as defined in the Credit Agreement) plus an applicable margin (the “Base Rate Applicable Margin” and together with the LIBOR Applicable Margin, the “Applicable Margins”), which is currently at 0.2250%. The Credit Agreement includes certain environmental, social and governance (ESG) metrics relating to the Company’s CO<sub>2</sub> emissions and its percentage of employees who identify as women (each, a “Sustainability Metric”). The Applicable Margins and the commitment fees for the Revolving Credit Facility will be adjusted on an annual basis based on the Company’s achievement of preset thresholds for each Sustainability Metric. The Credit Agreement contains provisions addressing the end of the use of LIBOR as a benchmark rate of interest and a mechanism for determining an alternative benchmark rate of interest. When the provisions are triggered, LIBOR would be replaced by a secured overnight financing rate (SOFR)-based rate, which will be subject to a spread adjustment which may be positive, negative or zero.

Some of the Company’s material subsidiaries (the “Guarantors”) have guaranteed the Company’s obligations of the borrowers under the Credit Agreement, subject to certain exceptions. The borrowers’ obligations under the Credit Agreement are secured by a lien on substantially all of the Company’s assets and its Guarantors’ assets, subject to certain exceptions.

The Credit Agreement contains customary negative covenants that include, among other things, limitations on the ability of the Company and certain of its subsidiaries, subject to certain exceptions, to incur liens and debt, make investments, dispositions, and restricted payments, change the nature of their business, consummate mergers, consolidations and the sale of all or substantially all of their respective assets, taken as a whole, and transact with affiliates. The Company is also required to maintain a consolidated interest coverage ratio of at least 3.00 to 1.00 and a consolidated leverage ratio of less than or equal to 4.00 to 1.00 (subject to certain adjustments in connection with permitted acquisitions), tested on a quarterly basis (the “Financial Covenants”). The Company’s consolidated leverage ratio was 2.20 to 1.00 at December 31, 2022. As of December 31, 2022, the Company was in compliance with the covenants of the Credit Agreement.

The Credit Agreement contains customary affirmative covenants, including, among other things, compliance with applicable law, preservation of existence, maintenance of properties and of insurance, and keeping proper books and records. The Credit Agreement contains customary events of default, including, among other things, nonpayment of principal, interest or fees, cross-defaults to other debt, inaccuracies of representations and warranties, failure to perform covenants, events of bankruptcy and insolvency, change of control and unsatisfied judgments, subject in certain cases to notice and cure periods and other exceptions.

On April 13, 2021, the Company entered into Amendment No. 10 to the Credit Agreement, pursuant to which the lenders thereunder provided a secured term “B” credit facility (the “Term B Facility”) to the Company in an aggregate principal amount of \$700,000,000. The Term B Facility matures on April 13, 2028. The proceeds of the Term B Facility were used to fund the purchase price, fees and expenses in connection with the Company’s cash tender offer to purchase up to \$700,000,000 aggregate purchase price (not including any accrued and unpaid interest) of its outstanding 5.875% Senior Notes due 2024.

The Term B Facility is subject to the same affirmative and negative covenants and events of default as the Term A Facility previously incurred pursuant to the existing Credit Agreement (except that the Financial Covenants in the Credit Agreement do not apply to the Term B Facility). The applicable interest rate for the Term B Facility is calculated at a per annum rate equal to, at the Company’s option, (a) the Eurocurrency Rate (as defined in the Credit Agreement) plus 1.75% or (b) the Base Rate (as defined in the Credit Agreement) plus 0.75%.

On June 25, 2021, the Company entered into Amendment No. 11 to the Credit Agreement, pursuant to which lenders thereunder have provided the Company an additional \$215,000,000 in aggregate principal amount under the Term A Facility. The



Company used the net proceeds from the increase in the Term A Facility (together with cash on hand), to (i) redeem all of the Company's remaining 5.875% Senior Notes due 2024 and (ii) pay fees and expenses related to such redemption.

At December 31, 2022 and September 30, 2022, letters of credit totaled \$4.4 million and \$4.4 million, respectively, under the Company's Revolving Credit Facility. As of December 31, 2022 and September 30, 2022, the Company had \$1,145.6 million and \$1,145.6 million, respectively, available under its revolving credit facility.

#### *2027 Senior Notes*

On February 21, 2017, the Company completed a private placement offering of \$1,000,000,000 aggregate principal amount of its unsecured 5.125% Senior Notes due 2027 (the "2027 Senior Notes"). On June 30, 2017, the Company completed an exchange offer to exchange the unregistered 2027 Senior Notes for registered notes, as well as related guarantees.

As of December 31, 2022, the estimated fair value of the 2027 Senior Notes was approximately \$959.9 million. The fair value of the 2027 Senior Notes as of December 31, 2022 was derived by taking the mid-point of the trading prices from an observable market input (Level 2) in the secondary bond market and multiplying it by the outstanding balance of the 2027 Senior Notes. Interest is payable on the 2027 Senior Notes at a rate of 5.125% per annum. Interest on the 2027 Senior Notes is payable semi-annually on March 15 and September 15 of each year, commencing on September 15, 2017. The 2027 Senior Notes will mature on March 15, 2027.

At any time and from time to time prior to December 15, 2026, the Company may redeem all or part of the 2027 Senior Notes, at a redemption price equal to 100% of their principal amount, plus a "make whole" premium as of the redemption date, and accrued and unpaid interest to the redemption date. On or after December 15, 2026, the Company may redeem all or part of the 2027 Senior Notes at a redemption price equal to 100% of their principal amount, plus accrued and unpaid interest on the redemption date.

The indenture pursuant to which the 2027 Senior Notes were issued contains customary events of default, including, among other things, payment default, exchange default, failure to provide notices thereunder and provisions related to bankruptcy events. The indenture also contains customary negative covenants.

The Company was in compliance with the covenants relating to the 2027 Senior Notes as of December 31, 2022.

#### *Other Debt and Other Items*

Other debt consists primarily of obligations under capital leases and loans, and unsecured credit facilities. The Company's unsecured credit facilities are primarily used for standby letters of credit issued in connection with general and professional liability insurance programs and for contract performance guarantees. At December 31, 2022 and September 30, 2022, these outstanding standby letters of credit totaled \$871.1 million and \$640.3 million, respectively. As of December 31, 2022, the Company had \$425.0 million available under these unsecured credit facilities.

#### *Effective Interest Rate*

The Company's average effective interest rate on its total debt, including the effects of the interest rate swap and interest rate cap agreements, during the three months ended December 31, 2022 and 2021 was 5.1% and 3.4%, respectively.

Interest expense in the consolidated statements of operations included amortization of deferred debt issuance costs for the three months ended December 31, 2022 and 2021 of \$1.2 million and \$1.2 million, respectively.

## **8. Derivative Financial Instruments and Fair Value Measurements**

The Company uses interest rate derivative contracts to hedge interest rate exposures on the Company's variable rate debt. The Company enters into foreign currency derivative contracts with financial institutions to reduce the risk that its cash flows and earnings will be adversely affected by foreign currency exchange rate fluctuations. The Company's hedging program is not designated for trading or speculative purposes.

The Company recognizes derivative instruments as either assets or liabilities on the accompanying consolidated balance sheets at fair value. The Company records changes in the fair value (i.e., gains or losses) of the derivatives that have been designated as

accounting hedges in the accompanying consolidated statements of operations as cost of revenue, interest expense or to accumulated other comprehensive loss in the accompanying consolidated balance sheets.

### **Cash Flow Hedges**

The Company uses interest rate swap and interest rate cap agreements designated as cash flow hedges to limit exposure to variable interest rates on portions of the Company's debt. The Company initially reports any gain on the effective portion of a cash flow hedge as a component of accumulated other comprehensive loss. Depending on the type of cash flow hedge, the gain is subsequently reclassified against interest expense when the interest expense on the variable rate debt is recognized. If the hedged transaction becomes probable of not occurring, any gain or loss related to interest rate swap or interest rate cap agreements would be recognized in other income.

The notional principal, fixed rates and related effective and expiration dates of the Company's outstanding interest rate swap agreements were as follows:

December 31, 2022				
Notional Amount Currency	Notional Amount (in millions)	Fixed Rate	Effective Date	Expiration Date
USD	200.0	2.60%	March 2018	February 2023
USD	400.0	1.349%	February 2023	March 2028

  

September 30, 2022				
Notional Amount Currency	Notional Amount (in millions)	Fixed Rate	Effective Date	Expiration Date
USD	200.0	2.60%	March 2018	February 2023
USD	400.0	1.349%	February 2023	March 2028

In the fourth quarter of fiscal 2021, the Company entered into new interest rate swap agreements with a notional value of \$400.0 million to manage the interest rate exposure of its variable rate loans. The new swaps became effective February 2023 and terminate in March 2028. By entering into the swap agreements, the Company converted a portion of the LIBOR rate-based liability into a fixed rate liability. The Company will pay a fixed rate of 1.349% and receive payment at the prevailing one-month LIBOR.

In the third quarter of fiscal 2022, the Company purchased interest rate cap agreements with a notional value of \$300.0 million to manage interest rate exposure of its variable rate loans. The caps became effective on June 30, 2022 and terminate in March 2028. The caps reduce the Company's exposure to one-month LIBOR. In the event one-month LIBOR exceeds 3.5%, the Company will pay a fixed rate of 3.5% and receive payment at the prevailing one-month LIBOR.

The interest rate swap agreements and the interest rate cap agreements contain provisions that address the use of LIBOR as a benchmark rate. Consistent with the Company's variable rate loans, the provisions provide for a replacement of LIBOR to a SOFR-based rate.

### **Other Foreign Currency Forward Contracts**

The Company uses foreign currency forward contracts which are not designated as accounting hedges to hedge intercompany transactions and other monetary assets or liabilities denominated in currencies other than the functional currency of a subsidiary. Gains and losses on these contracts were not material for the three months ended December 31, 2022 and 2021.

### **Fair Value Measurements**

The Company's non-pension financial assets and liabilities recorded at fair value relate to the interest rate swap and interest rate cap agreements included in other current assets and other non-current assets on December 31, 2022 and were \$14.6 million, and \$34.1 million, respectively. The fair values of the interest rate swap and interest rate cap agreements included in other current assets and other non-current assets on September 30, 2022 were \$9.4 million and \$41.8 million, respectively. The fair values of the interest rate swap and interest rate cap agreements were derived by taking the net present value of the expected cash flows using observable market inputs (Level 2) such as LIBOR or SOFR rate curves, futures, volatilities and basis spreads (when applicable).

See Note 14 for accumulated balances and reporting period activities of derivatives related to reclassifications out of accumulated other comprehensive loss for the three months ended December 31, 2022 and 2021. Additionally, there were no material losses recognized in income due to amounts excluded from effectiveness testing from the Company’s interest rate swap agreements.

## 9. Share-based Payments

The Company grants stock units to employees under its Performance Earnings Program (PEP), whereby units are earned and issued dependent upon meeting established cumulative performance objectives and vest over a three-year service period. Additionally, the Company issues restricted stock units to employees which are earned based on service conditions. The grant date fair value of PEP awards and restricted stock unit awards is primarily based on that day’s closing market price of the Company’s common stock.

Restricted stock units and PEP units activity for the three months ended December 31 was as follows:

	2022				2021			
	Restricted Stock Units (in millions)	Weighted Average Grant-Date Fair Value	PEP Units (in millions)	Weighted Average Grant-Date Fair Value	Restricted Stock Units (in millions)	Weighted Average Grant-Date Fair Value	PEP Units (in millions)	Weighted Average Grant-Date Fair Value
Outstanding at September 30,	1.0	\$ 53.05	0.7	\$ 60.60	1.3	\$ 38.88	1.2	\$ 37.22
Granted	0.3	\$ 83.60	0.2	\$ 94.65	0.3	\$ 74.70	0.3	\$ 85.48
PEP units earned	—	\$ —	0.2	\$ 43.19	—	\$ —	0.6	\$ 27.90
Vested	(0.4)	\$ 43.44	(0.4)	\$ 43.19	(0.5)	\$ 27.63	(1.3)	\$ 27.89
Outstanding at December 31,	<u>0.9</u>	<u>\$ 65.61</u>	<u>0.7</u>	<u>\$ 75.73</u>	<u>1.1</u>	<u>\$ 52.52</u>	<u>0.8</u>	<u>\$ 60.15</u>

Total compensation expense related to these share-based payments including stock options was \$11.9 million and \$9.8 million during the three months ended December 31, 2022 and 2021, respectively. Unrecognized compensation expense related to total share-based payments outstanding as of December 31, 2022 and September 30, 2022 was \$71.7 million and \$45.9 million, respectively, to be recognized on a straight-line basis over the awards’ respective vesting periods which are generally three years.

## 10. Income Taxes

The Company’s effective tax rate was 21.0% and 15.5% for the three months ended December 31, 2022 and 2021, respectively. The most significant items contributing to the difference between the statutory U.S. federal corporate tax rate of 21.0% and the Company’s effective tax rate for the three-month period ended December 31, 2022 were a tax benefit of \$8.6 million related to income tax credits and incentives and tax expense of \$8.5 million related to foreign residual income. These items are expected to have a continuing impact on the effective tax rate for the remainder of the fiscal year.

The most significant items contributing to the difference between the statutory U.S. federal corporate tax rate of 21.0% and the Company’s effective tax rate for the three-month period ended December 31, 2021 were a tax benefit of \$21.9 million related to changes in valuation allowances, tax expense of \$16.1 million primarily related to changes in foreign uncertain tax positions, a tax benefit of \$13.3 million related to income tax credits and incentives, and a tax expense of \$11.6 million related to foreign residual income.

During the three-month period ended December 31, 2021, valuation allowances in the amount of \$21.9 million primarily related to net operating losses in certain foreign entities were released due to sufficient positive evidence. The positive evidence included a realignment of the Company’s global transfer pricing methodology which resulted in forecasting the utilization of the net operating losses within the foreseeable future.

The Company is utilizing the annual effective tax rate method under ASC 740 to compute its interim tax provision. The Company’s effective tax rate fluctuates from quarter to quarter due to various factors including the change in the mix of global income and expenses, outcomes of administrative audits, changes in the assessment of valuation allowances due to management’s consideration of new positive or negative evidence during the quarter, and changes in enacted tax laws. The U.S. and many international legislative and regulatory bodies have proposed legislation that could significantly impact how our business activities are taxed. These proposed changes could have a material impact on the Company’s income tax expense and deferred tax balances.

The Company is currently under tax audit in several jurisdictions including the U.S. and believes the outcomes which are reasonably possible within the next twelve months, including lapses in statutes of limitations, could result in future adjustments, but will not result in a material change in the liability for uncertain tax positions.

Generally, the Company does not provide for U.S. taxes or foreign withholding taxes on gross book-tax differences in its non-U.S. subsidiaries because such basis differences of approximately \$1.3 billion are able to and intended to be reinvested indefinitely. If these basis differences were distributed, foreign tax credits could become available under current law to partially or fully reduce the resulting U.S. income tax liability. There may also be additional U.S. or foreign income tax liability upon repatriation, although the calculation of such additional taxes is not practicable.

## 11. Earnings Per Share

Basic earnings per share (EPS) excludes dilution and is computed by dividing net income attributable to AECOM by the weighted average number of common shares outstanding for the period. Diluted EPS is computed by dividing net income attributable to AECOM by the weighted average number of common shares outstanding and potential common shares for the period. The Company includes as potential common shares the weighted average dilutive effects of equity awards using the treasury stock method. For the three months ended December 31, 2022 and 2021, equity awards excluded from the calculation of potential common shares were not significant.

The following table sets forth a reconciliation of the denominators for basic and diluted earnings per share:

	Three Months Ended	
	December 31, 2022	December 31, 2021
	(in millions)	
Denominator for basic earnings per share	138.7	141.8
Potential common shares	1.9	2.8
Denominator for diluted earnings per share	140.6	144.6

## 12. Leases

The Company and its subsidiaries are lessees in non-cancelable leasing agreements for office buildings and equipment. Substantially all of the Company's office building leases are operating leases, and its equipment leases are both operating and finance leases. The Company groups lease and non-lease components for its equipment leases into a single lease component but separates lease and non-lease components for its office building leases.

The Company recognizes a right-of-use asset and lease liability for its operating leases at the commencement date equal to the present value of the contractual minimum lease payments over the lease term. The present value is calculated using the rate implicit in the lease, if known, or the Company's incremental secured borrowing rate. The discount rate used for operating leases is primarily determined based on an analysis of the Company's incremental secured borrowing rate, while the discount rate used for finance leases is primarily determined by the rate specified in the lease.

The related lease payments are expensed on a straight-line basis over the lease term, including, as applicable, any free-rent period during which the Company has the right to use the asset. For leases with renewal options where the renewal is reasonably assured, the lease term, including the renewal period, is used to determine the appropriate lease classification and to compute periodic rental expense. Leases with initial terms shorter than 12 months are not recognized on the balance sheet, and lease expense is recognized on a straight-line basis.

The components of lease expenses are as follows:

	<b>Three Months Ended</b>	
	<b>December 31, 2022</b>	<b>December 31, 2021</b>
	(in millions)	
Operating lease cost	\$ 41.5	\$ 44.1
Finance lease cost		
Amortization of right-of-use assets	5.1	4.1
Interest on lease liabilities	0.6	0.5
Variable lease cost	7.9	8.1
Total lease cost	<u>\$ 55.1</u>	<u>\$ 56.8</u>

Additional balance sheet information related to leases is as follows:

<b>(in millions except as noted)</b>	<b>Balance Sheet Classification</b>	<b>As of December 31, 2022</b>	<b>As of September 30, 2022</b>
<b>Assets:</b>			
Operating lease assets	Operating lease right-of-use assets	\$ 556.4	\$ 539.8
Finance lease assets	Property and equipment – net	56.2	49.4
Total lease assets		<u>\$ 612.6</u>	<u>\$ 589.2</u>
<b>Liabilities:</b>			
<b>Current:</b>			
Operating lease liabilities	Accrued expenses and other current liabilities	\$ 144.9	\$ 145.6
Finance lease liabilities	Current portion of long-term debt	20.4	18.1
Total current lease liabilities		<u>165.3</u>	<u>163.7</u>
<b>Non-current:</b>			
Operating lease liabilities	Operating lease liabilities, noncurrent	606.9	595.3
Finance lease liabilities	Long-term debt	36.3	32.0
Total non-current lease liabilities		<u>\$ 643.2</u>	<u>\$ 627.3</u>

	<b>As of December 31, 2022</b>	<b>As of September 30, 2022</b>
<b>Weighted average remaining lease term (in years):</b>		
Operating leases	6.6	6.5
Finance leases	3.1	3.1
<b>Weighted average discount rates:</b>		
Operating leases	4.1 %	4.0 %
Finance leases	3.9 %	3.8 %

Additional cash flow information related to leases is as follows:

	<b>Three Months Ended</b>	
	<b>December 31, 2022</b>	<b>December 31, 2021</b>
	(in millions)	
<b>Cash paid for amounts included in the measurement of lease liabilities:</b>		
Operating cash flows from operating leases	\$ 49.0	\$ 50.8
Operating cash flows from finance leases	0.6	0.5
Financing cash flows from finance leases	5.4	4.3
Right-of-use assets obtained in exchange for new operating leases	26.9	14.7
Right-of-use assets obtained in exchange for new finance leases	10.8	7.9

Total remaining lease payments under both the Company’s operating and finance leases are as follows:

Fiscal Year	Operating Leases	Finance Leases
	(in millions)	
2023 (nine months remaining)	\$ 131.2	\$ 16.7
2024	155.1	20.2
2025	130.1	14.4
2026	102.2	7.5
2027	78.1	1.3
Thereafter	264.0	0.1
Total lease payments	\$ 860.7	\$ 60.2
Less: Amounts representing interest	\$ (108.9)	\$ (3.5)
Total lease liabilities	\$ 751.8	\$ 56.7

### 13. Other Financial Information

Accrued expenses and other current liabilities consist of the following:

	December 31, 2022	September 30, 2022
	(in millions)	
Accrued salaries and benefits	\$ 591.1	\$ 602.2
Accrued contract costs	1,253.7	1,246.0
Other accrued expenses	351.9	333.2
Total	\$ 2,196.7	\$ 2,181.4

Accrued contract costs above include balances related to professional liability accruals of \$725.4 million and \$713.6 million as of December 31, 2022 and September 30, 2022, respectively. The remaining accrued contract costs primarily relate to costs for services provided by subcontractors and other non-employees. Liabilities recorded related to accrued contract losses were not material as of December 31, 2022 and September 30, 2022. The Company did not have material revisions to estimates for contracts where revenue is recognized using the input method during the three months ended December 31, 2022 and 2021. During the first three months of fiscal 2023, the Company incurred restructuring expenses of \$37.5 million, including personnel and other costs of \$36.2 million and real estate costs of \$1.3 million, of which \$32.6 million was accrued and unpaid at December 31, 2022. During the first three months of fiscal 2022, the Company incurred restructuring expenses of \$3.4 million, including personnel and other costs of \$2.2 million and real estate costs of \$1.2 million, of which \$0.3 million was accrued and unpaid at December 31, 2021.

On November 17, 2022, the Company’s Board of Directors declared a quarterly cash dividend of \$0.18 per share, which was paid on January 20, 2023 to stockholders of record as of January 4, 2023. As of December 31, 2022, accrued and unpaid dividends totaled \$26.6 million and were classified within other accrued expenses on the consolidated balance sheet.

#### 14. Reclassifications out of Accumulated Other Comprehensive Loss

The accumulated balances and reporting period activities for the three months ended December 31, 2022 and 2021 related to reclassifications out of accumulated other comprehensive loss are summarized as follows (in millions):

	Pension Related Adjustments	Foreign Currency Translation Adjustments	Gain/(Loss) on Derivative Instruments	Accumulated Other Comprehensive Loss
Balances at September 30, 2022	\$ (217.3)	\$ (799.3)	\$ 36.9	\$ (979.7)
Other comprehensive income (loss) before reclassification	(15.4)	77.9	(1.8)	60.7
Amounts reclassified from accumulated other comprehensive income (loss)	0.6	—	—	0.6
Balances at December 31, 2022	<u>\$ (232.1)</u>	<u>\$ (721.4)</u>	<u>\$ 35.1</u>	<u>\$ (918.4)</u>

	Pension Related Adjustments	Foreign Currency Translation Adjustments	(Loss)/Gain on Derivative Instruments	Accumulated Other Comprehensive Loss
Balances at September 30, 2021	\$ (316.2)	\$ (580.1)	\$ (4.1)	\$ (900.4)
Other comprehensive income (loss) before reclassification	0.3	(5.2)	2.7	(2.2)
Amounts reclassified from accumulated other comprehensive income (loss)	2.5	—	0.9	3.4
Balances at December 31, 2021	<u>\$ (313.4)</u>	<u>\$ (585.3)</u>	<u>\$ (0.5)</u>	<u>\$ (899.2)</u>

#### 15. Commitments and Contingencies

The Company records amounts representing its probable estimated liabilities relating to claims, guarantees, litigation, audits and investigations. The Company relies in part on qualified actuaries to assist it in determining the level of reserves to establish for insurance-related claims that are known and have been asserted against it, and for insurance-related claims that are believed to have been incurred based on actuarial analysis, but have not yet been reported to the Company's claims administrators as of the respective balance sheet dates. The Company includes any adjustments to such insurance reserves in its consolidated results of operations. The Company's reasonably possible loss disclosures are presented on a gross basis prior to the consideration of insurance recoveries. The Company does not record gain contingencies until they are realized. In the ordinary course of business, the Company may not be aware that it or its affiliates are under investigation and may not be aware of whether or not a known investigation has been concluded.

In the ordinary course of business, the Company may enter into various arrangements providing financial or performance assurance to clients, lenders, or partners. Such arrangements include standby letters of credit, surety bonds, and corporate guarantees to support the creditworthiness or the project execution commitments of its affiliates, partnerships and joint ventures. The Company's unsecured credit arrangements are used for standby letters of credit issued in connection with general and professional liability insurance programs and for contract performance guarantees. At December 31, 2022 and September 30, 2022, these outstanding standby letters of credit totaled \$871.1 million and \$640.3 million, respectively. As of December 31, 2022, the Company had \$425.0 million available under these unsecured credit facilities. Performance arrangements typically have various expiration dates ranging from the completion of the project contract and extending beyond contract completion in some circumstances such as for warranties. The Company may also guarantee that a project, when complete, will achieve specified performance standards. If the project subsequently fails to meet guaranteed performance standards, the Company may incur additional costs, pay liquidated damages or be held responsible for the costs incurred by the client to achieve the required performance standards. The potential payment amount of an outstanding performance arrangement is typically the remaining cost of work to be performed by or on behalf of third parties. Generally, under joint venture arrangements, if a partner is financially unable to complete its share of the contract, the other partner(s) may be required to complete those activities.

At December 31, 2022, the Company was contingently liable in the amount of approximately \$875.5 million in issued standby letters of credit and \$4.5 billion in issued surety bonds primarily to support project execution.

In the ordinary course of business, the Company enters into various agreements providing financial or performance assurances to clients on behalf of certain unconsolidated partnerships, joint ventures and other jointly executed contracts. These agreements are entered into primarily to support the project execution commitments of these entities.

The Company's investment adviser jointly manages and sponsors the AECOM-Canyon Equity Fund, L.P. (the "Fund"), in which the Company indirectly holds an equity interest and has an ongoing capital commitment to fund investments. At December 31, 2022, the Company has capital commitments of \$12.3 million to the Fund over the next 6 years.

In addition, in connection with the investment activities of AECOM Capital, the Company provides guarantees of certain contractual obligations, including guarantees for completion of projects, repayment of debt, environmental indemnity obligations and other lender required guarantees.

#### ***Department of Energy Deactivation, Demolition, and Removal Project***

A former affiliate of the Company, Amentum Environment & Energy, Inc., f/k/a AECOM Energy and Construction, Inc. ("Former Affiliate"), executed a cost-reimbursable task order with the Department of Energy (DOE) in 2007 to provide deactivation, demolition and removal services at a New York State project site that, during 2010, experienced contamination and performance issues. In February 2011, the Former Affiliate and the DOE executed a Task Order Modification that changed some cost-reimbursable contract provisions to at-risk. The Task Order Modification, including subsequent amendments, required the DOE to pay all project costs up to \$106 million, required the Former Affiliate and the DOE to equally share in all project costs incurred from \$106 million to \$146 million, and required the Former Affiliate to pay all project costs exceeding \$146 million.

Due to unanticipated requirements and permitting delays by federal and state agencies, as well as delays and related ground stabilization activities caused by Hurricane Irene in 2011, the Former Affiliate was required to perform work outside the scope of the Task Order Modification. In December 2014, the Former Affiliate submitted an initial set of claims against the DOE pursuant to the Contracts Disputes Acts seeking recovery of \$103 million, including additional fees on changed work scope (the "2014 Claims"). On December 6, 2019, the Former Affiliate submitted a second set of claims against the DOE seeking recovery of an additional \$60.4 million, including additional project costs and delays outside the scope of the contract as a result of differing site and ground conditions (the "2019 Claims"). The Former Affiliate also submitted three alternative breach of contract claims to the 2014 and 2019 Claims that may entitle the Former Affiliate to recovery of \$148.5 million to \$329.4 million. On December 30, 2019, the DOE denied the Former Affiliate's 2014 Claims. On September 25, 2020, the DOE denied the Former Affiliate's 2019 Claims. The Company filed an appeal of these decisions on December 20, 2020 in the Court of Federal Claims. Deconstruction, decommissioning and site restoration activities are complete.

On January 31, 2020, the Company completed the sale of its Management Services business, including the Former Affiliate who worked on the DOE project, to Maverick Purchaser Sub LLC (MS Purchaser), an affiliate of American Securities LLC and Lindsay Goldberg LLC. The Company and the MS Purchaser agreed that all future DOE project claim recoveries and costs will be split 10% to the MS Purchaser and 90% to the Company with the Company retaining control of all future strategic legal decisions.

The Company intends to vigorously pursue all claimed amounts but can provide no certainty that the Company will recover 2014 Claims and 2019 Claims submitted against the DOE, or any additional incurred claims or costs, which could have a material adverse effect on the Company's results of operations.

#### ***New York Department of Environmental Conservation***

In September 2017, AECOM USA, Inc. was advised by the New York State Department of Environmental Conservation (DEC) of allegations that it committed environmental permit violations pursuant to the New York Environmental Conservation Law (ECL) associated with AECOM USA, Inc.'s oversight of a stream restoration project for Schoharie County which could result in substantial penalties if calculated under the ECL's maximum civil penalty provisions. AECOM USA, Inc. disputes this claim and intends to continue to defend this matter vigorously; however, AECOM USA, Inc. cannot provide assurances that it will be successful in these efforts. The potential range of loss in excess of any current accrual cannot be reasonably estimated at this time primarily because the matter involves complex and unique environmental and regulatory issues; the project site involves the oversight and involvement of various local, state and federal government agencies; there is substantial uncertainty regarding any alleged damages; and the matter is in its preliminary stages.

#### ***Refinery Turnaround Project***

A Former Affiliate of the Company entered into an agreement to perform turnaround maintenance services during a planned shutdown at a refinery in Montana in December 2017. The turnaround project was completed in February 2019. Due to circumstances outside of the Company's Former Affiliate's control, including client directed changes and delays and the refinery's condition, the Company's Former Affiliate performed additional work outside of the original contract over \$90 million and is entitled to payment from the refinery owner of approximately \$144 million. In March 2019, the refinery owner sent a letter to the Company's Former



Affiliate alleging it incurred approximately \$79 million in damages due to the Company's Former Affiliate's project performance. In April 2019, the Company's Former Affiliate filed and perfected a \$132 million construction lien against the refinery for unpaid labor and materials costs. In August 2019, following a subcontractor complaint filed in the Thirteen Judicial District Court of Montana asserting claims against the refinery owner and the Company's Former Affiliate, the refinery owner crossclaimed against the Company's Former Affiliate and the subcontractor. In October 2019, following the subcontractor's dismissal of its claims, the Company's Former Affiliate removed the matter to federal court and cross claimed against the refinery owner. In December 2019, the refinery owner claimed \$93.0 million in damages and offsets against the Company's Former Affiliate.

On January 31, 2020, the Company completed the sale of its Management Services business, including the Former Affiliate, to the MS Purchaser; however, the Refinery Turnaround Project, including related claims and liabilities, has been retained by the Company.

The Company intends to vigorously prosecute and defend this matter; however, the Company cannot provide assurance that the Company will be successful in these efforts. The resolution of this matter and any potential range of loss cannot be reasonably determined or estimated at this time, primarily because the matter raises complex legal issues that Company is continuing to assess.

## **16. Reportable Segments**

The Company's reportable segments are presented according to their geographic regions and business activities. The Americas segment provides planning, consulting, architectural and engineering design services, and construction management services to commercial and government clients in the United States, Canada, and Latin America, while the International segment provides similar professional services to commercial and government clients in Europe, the Middle East, India, Africa, and the Asia-Australia-Pacific regions.

The Company's AECOM Capital (ACAP) segment primarily invests in and develops real estate projects. These reportable segments are organized by the differing specialized needs of the respective clients, and how the Company manages its business. The Company has aggregated various operating segments into its reportable segments based on their similar characteristics, including similar long term financial performance, the nature of services provided, internal processes for delivering those services, and types of customers.

The following tables set forth summarized financial information concerning the Company's reportable segments:

Reportable Segments:	Americas	International	AECOM Capital (in millions)	Corporate	Total
<b>Three Months Ended December 31, 2022:</b>					
Revenue	\$ 2,579.3	\$ 802.8	\$ 0.3	\$ —	\$ 3,382.4
Gross profit	162.9	51.8	0.3	—	215.0
Equity in earnings of joint ventures	0.9	3.3	5.6	—	9.8
General and administrative expenses	—	—	(2.7)	(32.9)	(35.6)
Restructuring costs	—	—	—	(37.5)	(37.5)
Operating income (loss)	\$ 163.8	\$ 55.1	\$ 3.2	\$ (70.4)	\$ 151.7
Gross profit as a % of revenue	6.3 %	6.5 %	—	—	6.4 %
<b>Three Months Ended December 31, 2021:</b>					
Revenue	\$ 2,463.5	\$ 802.4	\$ 0.8	\$ —	\$ 3,266.7
Gross profit	150.0	49.4	0.8	—	200.2
Equity in earnings of joint ventures	3.2	3.6	1.1	—	7.9
General and administrative expenses	—	—	(3.0)	(33.4)	(36.4)
Restructuring costs	—	—	—	(3.4)	(3.4)
Operating income (loss)	\$ 153.2	\$ 53.0	\$ (1.1)	\$ (36.8)	\$ 168.3
Gross profit as a % of revenue	6.1 %	6.2 %	—	—	6.1 %

**Reportable Segments:**

<b>Total assets</b>					
December 31, 2022	\$ 7,323.0	\$ 2,620.1	\$ 305.3	\$ 1,084.7	
September 30, 2022	\$ 7,232.2	\$ 2,467.9	\$ 264.9	\$ 1,095.3	

## Item 2. Management's Discussion And Analysis Of Financial Condition And Results Of Operations

### Forward-Looking Statements

This Quarterly Report contains forward-looking statements within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 that are not limited to historical facts, but reflect the Company's current beliefs, expectations or intentions regarding future events. These statements include forward-looking statements with respect to the Company, including the Company's business, operations and strategy, and infrastructure consulting industry. Statements that are not historical facts, without limitation, including statements that use terms such as "anticipates," "believes," "expects," "estimates," "intends," "may," "plans," "potential," "projects," and "will" and that relate to our future revenues, expenditures and business trends; future reduction of our self-perform at-risk construction exposure; future accounting estimates; future contractual performance obligations; future conversions of backlog; future capital allocation priorities, including common stock repurchases, future trade receivables, future debt pay downs; future post-retirement expenses; future tax benefits and expenses, and the impact of future tax laws; future compliance with regulations; future legal claims and insurance coverage; future effectiveness of our disclosure and internal controls over financial reporting; future costs savings; and other future economic and industry conditions, are forward-looking statements. In light of the risks and uncertainties inherent in all forward-looking statements, the inclusion of such statements in this Quarterly Report should not be considered as a representation by us or any other person that our objectives or plans will be achieved. Although management believes that the assumptions underlying the forward-looking statements are reasonable, these assumptions and the forward-looking statements are subject to various factors, risks and uncertainties, many of which are beyond our control, including, but not limited to, our business is cyclical and vulnerable to economic downturns and client spending reductions; government shutdowns; long-term government contracts and subject to uncertainties related to government contract appropriations; governmental agencies may modify, curtail or terminate our contracts; government contracts are subject to audits and adjustments of contractual terms; losses under fixed-price contracts; limited control over operations run through our joint venture entities; liability for misconduct by our employees or consultants; failure to comply with laws or regulations applicable to our business; maintaining adequate surety and financial capacity; potential high leverage and inability to service our debt and guarantees; ability to continue payment of dividends; exposure to political and economic risks in different countries, including tariffs; currency exchange rate and interest fluctuations; retaining and recruiting key technical and management personnel; legal claims; inadequate insurance coverage; environmental law compliance and inadequate nuclear indemnification; unexpected adjustments and cancellations related to our backlog; partners and third parties who may fail to satisfy their legal obligations; managing pension costs; AECOM Capital's real estate development; cybersecurity issues, IT outages and data privacy; risks associated with the benefits and costs of the sale of our Management Services and self-perform at-risk civil infrastructure, power construction, and oil and gas construction businesses, including the risk that any purchase adjustments from those transactions could be unfavorable and any future proceeds owed to us as part of the transactions could be lower than we expect; as well as other additional risks and factors discussed in this Quarterly Report on Form 10-Q and any subsequent reports we file with the SEC. Accordingly, actual results could differ materially from those contemplated by any forward-looking statement.

All subsequent written and oral forward-looking statements concerning the Company or other matters attributable to the Company or any person acting on its behalf are expressly qualified in their entirety by the cautionary statements above. You are cautioned not to place undue reliance on these forward-looking statements, which speak only to the date they are made. The Company is under no obligation (and expressly disclaims any such obligation) to update or revise any forward-looking statement that may be made from time to time, whether as a result of new information, future developments or otherwise. Please review "Part II, Item 1A—Risk Factors" in this Quarterly Report for a discussion of the factors, risks and uncertainties that could affect our future results.

### Overview

We are a leading global provider of professional infrastructure consulting services for governments, businesses and organizations throughout the world. We provide advisory, planning, consulting, architectural and engineering design, construction and program management services, and investment and development services to commercial and government clients worldwide in major end markets such as transportation, facilities, water, environmental, and energy.

Our business focuses primarily on providing fee-based knowledge-based services. We primarily derive income from our ability to generate revenue and collect cash from our clients through the billing of our employees' time spent on client projects and our ability to manage our costs. AECOM Capital primarily derives its income from real estate development sales and management fees.

We report our continuing business through three segments, each of which is described in further detail below: Americas, International, and AECOM Capital (ACAP). Such segments are organized by the differing specialized needs of the respective clients and how we manage the business. We have aggregated various operating segments into our reportable segments based on their similar

characteristics, including similar long-term financial performance, the nature of services provided, internal processes for delivering those services, and types of customers.

- *Americas*: Planning, consulting, architectural and engineering design, construction management and program management services to commercial and government clients in the United States, Canada, and Latin America in major end markets such as transportation, water, government, facilities, environmental, and energy.
- *International*: Planning, consulting, architectural and engineering design services and program management to commercial and government clients in Europe, the Middle East, India, Africa and the Asia-Australia-Pacific regions in major end markets such as transportation, water, government, facilities, environmental, and energy.
- *AECOM Capital (ACAP)*: Invests primarily in and develops real estate projects.

Our revenue is dependent on our ability to attract and retain qualified and productive employees, identify business opportunities, allocate our labor resources and capital to profitable and high growth markets, secure new contracts, and renew existing client agreements. Demand for our services may be vulnerable to sudden economic downturns and reductions in government and private industry spending, which may result in clients delaying, curtailing or canceling proposed and existing projects. Moreover, as a professional services company, maintaining the high quality of the work generated by our employees is integral to our revenue generation and profitability. Given the global nature of our business, our revenue is exposed to currency rate fluctuations that could change from period to period and year to year.

Our costs consist primarily of the compensation we pay to our employees, including salaries, fringe benefits, the costs of hiring subcontractors, other project-related expenses and sales, general and administrative costs.

In September 2021, the Board approved an increase in our stock repurchase authorization to \$1.0 billion. At December 31, 2022, we have approximately \$527 million remaining of the Board's repurchase authorization. We intend to deploy future available cash towards dividends and stock repurchases consistent with our return driven capital allocation policy.

We have exited substantially all of our self-perform at-risk construction businesses and divested our remaining non-core oil and gas businesses in January 2022. As part of our ongoing plan to improve profitability and maintain a reduced risk profile, we continuously evaluate our geographic exposure. In March 2022, we substantially completed our exit of all business operations in Russia consistent with our announcement on March 7, 2022.

We expect to incur restructuring costs of approximately \$30 million to \$40 million in fiscal 2023, primarily related to ongoing actions that are expected to deliver continued margin improvement and efficiencies. Our estimated restructuring costs include the ongoing exit of certain countries in Southeast Asia, subject to applicable laws, as part of our ongoing plan to evaluate our geographic exposure and reduce our risk profile.

## Results of Operations

Three months ended December 31, 2022 compared to the three months ended December 31, 2021

### Consolidated Results

	Three Months Ended			
	December 31, 2022	December 31, 2021	Change	
			\$	%
		(in millions)		
Revenue	\$ 3,382.4	\$ 3,266.7	\$ 115.7	3.5 %
Cost of revenue	3,167.4	3,066.5	100.9	3.3
Gross profit	215.0	200.2	14.8	7.4
Equity in earnings of joint ventures	9.8	7.9	1.9	24.1
General and administrative expenses	(35.6)	(36.4)	0.8	(2.2)
Restructuring costs	(37.5)	(3.4)	(34.1)	1,002.9
Income from operations	151.7	168.3	(16.6)	(9.9)
Other income	7.9	2.9	5.0	172.4
Interest expense	(36.7)	(25.4)	(11.3)	44.5
Income from continuing operations before taxes	122.9	145.8	(22.9)	(15.7)
Income tax expense for continuing operations	25.8	22.6	3.2	14.2
Net income from continuing operations	97.1	123.2	(26.1)	(21.2)
Net loss from discontinued operations	(0.4)	(62.0)	61.6	(99.4)
Net income	96.7	61.2	35.5	58.0
Net income attributable to noncontrolling interests from continuing operations	(9.6)	(5.4)	(4.2)	77.8
Net loss attributable to noncontrolling interests from discontinued operations	0.8	5.7	(4.9)	(86.0)
Net (income) loss attributable to noncontrolling interests	(8.8)	0.3	(9.1)	(3,033.3)
Net income attributable to AECOM from continuing operations	87.5	117.8	(30.3)	(25.7)
Net income (loss) attributable to AECOM from discontinued operations	0.4	(56.3)	56.7	(100.7)
Net income attributable to AECOM	\$ 87.9	\$ 61.5	\$ 26.4	42.9 %

The following table presents the percentage relationship of statement of operations items to revenue:

	Three Months Ended	
	December 31, 2022	December 31, 2021
Revenue	100.0 %	100.0 %
Cost of revenue	93.6	93.9
Gross profit	6.4	6.1
Equity in earnings of joint ventures	0.3	0.2
General and administrative expenses	(1.1)	(1.0)
Restructuring costs	(1.1)	(0.1)
Income from operations	4.5	5.2
Other income	0.2	0.1
Interest expense	(1.1)	(0.8)
Income from continuing operations before taxes	3.6	4.5
Income tax expense for continuing operations	0.7	0.7
Net income from continuing operations	2.9	3.8
Net loss from discontinued operations	(0.0)	(1.9)
Net income	2.9	1.9
Net income attributable to noncontrolling interests from continuing operations	(0.3)	(0.2)
Net loss attributable to noncontrolling interests from discontinued operations	0.0	0.2
Net (income) loss attributable to noncontrolling interests	(0.3)	0.0
Net income attributable to AECOM from continuing operations	2.6	3.6
Net income (loss) attributable to AECOM from discontinued operations	0.0	(1.7)
Net income attributable to AECOM	2.6 %	1.9 %

### Revenue

Our revenue for the three months ended December 31, 2022 increased \$115.7 million, or 3.5%, to \$3,382.4 million as compared to \$3,266.7 million for the corresponding period last year.

The increase in revenue for the three months ended December 31, 2022 was primarily attributable to an increase in our Americas segment of \$115.8 million, as discussed further below.

In the course of providing our services, we routinely subcontract for services and incur other direct costs on behalf of our clients. These costs are passed through to clients and, in accordance with industry practice and GAAP, are included in our revenue and cost of revenue. Because these pass-through revenues can change significantly from project to project and period to period, changes in revenue may not be indicative of business trends. Pass-through revenues for the quarters ended December 31, 2022 and 2021 were \$1.8 billion and \$1.7 billion, respectively. Pass-through revenue as a percentage of revenue was 53% and 53% during the three months ended December 31, 2022 and 2021, respectively.

#### ***Gross Profit***

Our gross profit for the three months ended December 31, 2022 increased \$14.8 million, or 7.4%, to \$215.0 million as compared to \$200.2 million for the corresponding period last year. For the three months ended December 31, 2022, gross profit, as a percentage of revenue, increased to 6.4% from 6.1% in the three months ended December 31, 2021.

Gross profit changes were due to the reasons noted in Americas and International reportable segments below.

#### ***Equity in Earnings of Joint Ventures***

Our equity in earnings of joint ventures for the three months ended December 31, 2022 was \$9.8 million as compared to \$7.9 million in the corresponding period last year.

The increase in earnings of joint ventures for the three months ended December 31, 2022 compared to the same period in the prior year was primarily due to increased earnings in our AECOM Capital segment compared to the prior year.

#### ***General and Administrative Expenses***

Our general and administrative expenses for the three months ended December 31, 2022 decreased \$0.8 million, or 2.2%, to \$35.6 million as compared to \$36.4 million for the corresponding period last year. For the three months ended December 31, 2022, general and administrative expenses, as a percentage of revenue, was 1.1% as compared to 1.0% for the corresponding period last year.

#### ***Restructuring Costs***

Restructuring expenses are comprised of personnel costs, real estate costs, and costs associated with business exits. During the three months ended December 31, 2022, we incurred total restructuring expenses of \$37.5 million, primarily related to costs incurred in preparation for the exit of specific countries in Southeast Asia. During the three months ended December 31, 2021, we incurred restructuring expenses of \$3.4 million, primarily related to costs associated with management actions to deliver margin improvement and efficiencies that result in a more agile organization.

#### ***Other Income***

Our other income for the three months ended December 31, 2022 increased to \$7.9 million from \$2.9 million for the corresponding period last year.

The increase in other income is primarily due to an increase in interest income compared to the period in the prior year.

#### ***Interest Expense***

Our interest expense for the three months ended December 31, 2022 was \$36.7 million as compared to \$25.4 million for the corresponding period last year.

The increase in interest expense for the three months ended December 31, 2022 was primarily due to an increase in interest rates on the variable component of our debt.

**Income Tax Expense**

Our income tax expense for the three months ended December 31, 2022 was \$25.8 million as compared to \$22.6 million in the corresponding period last year. The increase in tax expense for the current period compared to the corresponding period last year was due primarily to changes in valuation allowances providing a tax benefit of \$21.9 million and foreign uncertain tax provisions generating a tax expense of \$16.1 million in the first quarter of fiscal 2022, offset by the tax impact of lower pre-tax income of \$22.9 million.

During the first quarter of fiscal 2022, valuation allowances in the amount of \$21.9 million primarily related to net operating losses in certain foreign entities were released due to sufficient positive evidence. The positive evidence included a realignment of our global transfer pricing methodology which resulted in forecasting the utilization of the net operating losses within the foreseeable future.

We regularly integrate and consolidate our business operations and legal entity structure, and such internal initiatives could impact the assessment of uncertain tax positions, indefinite reinvestment assertions and the realizability of deferred tax assets.

**Net Loss From Discontinued Operations**

During the first quarter of fiscal 2020, management approved a plan to dispose of via sale our self-perform at-risk construction businesses. As a result of these strategic actions, the self-perform at-risk construction businesses were classified as discontinued operations. That classification was applied for all periods presented.

Net loss from discontinued operations was \$0.4 million for the three months ended December 31, 2022 and was \$62.0 million for the three months ended December 31, 2021, a decrease of \$61.6 million. The decrease in net loss from discontinued operations for the three months ended December 31, 2022 was primarily due to losses related to revisions of estimates for our working capital obligations to be paid and contingent consideration receivable related to the civil infrastructure business recorded in the first quarter of fiscal 2022 that did not recur in fiscal 2023.

**Net Income Attributable to AECOM**

The factors described above resulted in net income attributable to AECOM of \$87.9 million for the three months ended December 31, 2022 as compared to net income attributable to AECOM of \$61.5 million for the three months ended December 31, 2021.

**Results of Operations by Reportable Segment:**

**Americas**

	<b>Three Months Ended</b>			
	<b>December 31, 2022</b>	<b>December 31, 2021</b>	<b>Change</b>	
		<b>(in millions)</b>	<b>\$</b>	<b>%</b>
Revenue	\$ 2,579.3	\$ 2,463.5	\$ 115.8	4.7 %
Cost of revenue	2,416.4	2,313.5	102.9	4.4
Gross profit	<u>\$ 162.9</u>	<u>\$ 150.0</u>	<u>\$ 12.9</u>	<u>8.6 %</u>

The following table presents the percentage relationship of statement of operations items to revenue:

	<b>Three Months Ended</b>	
	<b>December 31, 2022</b>	<b>December 31, 2021</b>
Revenue	100.0 %	100.0 %
Cost of revenue	93.7	93.9
Gross profit	<u>6.3 %</u>	<u>6.1 %</u>

**Revenue**

Revenue for our Americas segment for the three months ended December 31, 2022 increased \$115.8 million, or 4.7%, to \$2,579.3 million as compared to \$2,463.5 million for the corresponding period last year.

The increase in revenue for the three months ended December 31, 2022 was primarily driven by growth in our Americas design business and our construction management business.

**Gross Profit**

Gross profit for our Americas segment for the three months ended December 31, 2022 increased \$12.9 million, or 8.6%, to \$162.9 million as compared to \$150.0 million for the corresponding period last year. As a percentage of revenue, gross profit increased to 6.3% of revenue for the three months ended December 31, 2022 from 6.1% in the corresponding period last year.

The increase in gross profit for the three months ended December 31, 2022 was primarily due to revenue growth, efficient execution, and reduced real estate costs. In addition, underlying revenue excluding pass-through revenues increased.

**International**

	December 31, 2022	Three Months Ended		Change	
		December 31, 2021		\$	%
			(in millions)		
Revenue	\$ 802.8	\$ 802.4	\$ 0.4	0.0 %	
Cost of revenue	751.0	753.0	(2.0)	(0.3)	
Gross profit	\$ 51.8	\$ 49.4	\$ 2.4	4.9 %	

The following table presents the percentage relationship of statement of operations items to revenue:

	Three Months Ended	
	December 31, 2022	December 31, 2021
Revenue	100.0 %	100.0 %
Cost of revenue	93.5	93.8
Gross profit	6.5 %	6.2 %

**Revenue**

Revenue for our International segment for the three months ended December 31, 2022 increased \$0.4 million, or 0.0%, to \$802.8 million as compared to \$802.4 million for the corresponding period last year.

The increase in revenue for the three months ended December 31, 2022 was primarily due to increased growth in Middle East and Australia compared to the prior year partially offset by the strengthening of the U.S. dollar as compared to the functional currencies of our foreign operations.

**Gross Profit**

Gross profit for our International segment for the three months ended December 31, 2022 increased \$2.4 million, or 4.9%, to \$51.8 million as compared to \$49.4 million for the corresponding period last year. As a percentage of revenue, gross profit increased to 6.5% of revenue for the three months ended December 31, 2022 from 6.2% in the corresponding period last year.

The increase in gross profit and gross profit as a percentage of revenue for the three months ended December 31, 2022 was primarily due to an increase in revenue and reduced costs resulting from country exits, ongoing investments in enterprise capability centers, shared service centers, and digital solutions.



***AECOM Capital***

	Three Months Ended			
	December 31,	December 31,	Change	
	2022	2021 (in millions)	\$	%
Revenue	\$ 0.3	\$ 0.8	\$ (0.5)	(62.5)%
Equity in earnings of joint ventures	\$ 5.6	\$ 1.1	\$ 4.5	409.1
General and administrative expenses	\$ (2.7)	\$ (3.0)	\$ 0.3	(10.0)%

Equity in earnings of joint ventures for the three months ended December 31, 2022 increased \$4.5 million, or 409.1%, to \$5.6 million compared to \$1.1 million for the corresponding period last year. The increase was primarily due to monetization of its real estate investments.

**Seasonality**

We experience seasonal trends in our business. The first quarter of our fiscal year (October 1 to December 31) is typically our weakest quarter. The harsher weather conditions impact our ability to complete work in parts of North America and the holiday season schedule affects our productivity during this period. Our revenue is typically higher in the last half of the fiscal year. Many U.S. state governments with fiscal years ending on June 30 tend to accelerate spending during their first quarter, when new funding becomes available. In addition, we find that the U.S. federal government tends to authorize more work during the period preceding the end of our fiscal year, September 30. Further, our construction management revenue typically increases during the high construction season of the summer months. Within the United States, as well as other parts of the world, our business generally benefits from milder weather conditions in our fiscal fourth quarter, which allows for more productivity from our on-site civil services. For these reasons, coupled with the number and significance of client contracts commenced and completed during a period, as well as the time of expenses incurred for corporate initiatives, it is not unusual for us to experience seasonal changes or fluctuations in our quarterly operating results.

**Liquidity and Capital Resources*****Cash Flows***

Our principal sources of liquidity are cash flows from operations, borrowings under our credit facilities, and access to financial markets. Our principal uses of cash are operating expenses, capital expenditures, working capital requirements, acquisitions, repurchases of common stock, dividend payments, and refinancing or repayment of debt. We believe our anticipated sources of liquidity including operating cash flows, existing cash and cash equivalents, borrowing capacity under our revolving credit facility and our ability to issue debt or equity, if required, will be sufficient to meet our projected cash requirements for at least the next twelve months. We expect to spend approximately \$30 million to \$40 million in restructuring costs in fiscal 2023 associated with ongoing restructuring actions that are expected to deliver continued margin improvement and efficiencies.

Generally, we do not provide for U.S. taxes or foreign withholding taxes on gross book-tax basis differences in our non-U.S. subsidiaries because such basis differences are able to and intended to be reinvested indefinitely. At December 31, 2022, we have determined that we will continue to indefinitely reinvest the earnings of some foreign subsidiaries and, therefore, we will continue to account for these undistributed earnings based on our existing accounting under ASC 740 and not accrue additional tax. Determination of the amount of any unrecognized deferred income tax liability on this temporary difference is not practicable because of the complexities of the hypothetical calculation. Based on the available sources of cash flows discussed above, we anticipate we will continue to have the ability to permanently reinvest these remaining amounts.

At December 31, 2022, cash and cash equivalents, including cash and cash equivalents included in current assets held for sale, were \$1,162.7 million, a decrease of \$14.1 million, or 1.2%, from \$1,176.8 million at September 30, 2022. The decrease in cash and cash equivalents was primarily attributable to \$70.0 million of cash used to repurchase common stock of which \$50.0 million was under the existing Board repurchase authorization.

[Table of Contents](#)

Net cash provided by operating activities was \$120.0 million for the three months ended December 31, 2022 as compared to \$194.9 million for the three months ended December 31, 2021. The change was primarily attributable to a decrease in cash provided by working capital of approximately \$88.8 million and a decrease in adjustments for non-cash items of approximately \$21.6 million, partially offset by an increase in net income of approximately \$35.5 million. The sale of trade receivables to financial institutions included in operating cash flows increased \$18.4 million during the three months ended December 31, 2022 compared to the three months ended December 31, 2021. We expect to continue to sell trade receivables in the future as long as the terms continue to remain favorable to us.

Net cash used in investing activities was \$45.2 million for the three months ended December 31, 2022, as compared to \$48.6 million for the three months ended December 31, 2021.

Net cash used in financing activities was \$91.4 million for the three months ended December 31, 2022 as compared to \$288.9 million for the three months ended December 31, 2021. The decrease was primarily attributable to decreased stock repurchases under the Stock Repurchase Program. Total borrowings under our credit agreement may vary during the period as we regularly draw and repay amounts to fund working capital.

### **Working Capital**

Working capital, or current assets less current liabilities, increased \$51.1 million, or 12.2%, to \$469.7 million at December 31, 2022 from \$418.6 million at September 30, 2022. Net accounts receivable and contract assets, net of contract liabilities, increased to \$2,699.9 million at December 31, 2022 from \$2,671.9 million at September 30, 2022.

Days Sales Outstanding (DSO), which includes net accounts receivable and contract assets, net of contract liabilities, was 69 days at December 31, 2022 compared to 68 days at September 30, 2022.

In Note 4, Revenue Recognition, in the notes to our consolidated financial statements, a comparative analysis of the various components of accounts receivable is provided. Except for claims, substantially all contract assets are expected to be billed and collected within twelve months.

Contract assets related to claims are recorded only if it is probable that the claim will result in additional contract revenue and if the amount can be reliably estimated. In such cases, revenue is recorded only to the extent that contract costs relating to the claim have been incurred. Award fees in contract assets are accrued only when there is sufficient information to assess contract performance. On contracts that represent higher than normal risk or technical difficulty, award fees are generally deferred until an award fee letter is received.

Because our revenue depends to a great extent on billable labor hours, most of our charges are invoiced following the end of the month in which the hours were worked, the majority usually within 15 days. Other direct costs are normally billed along with labor hours. However, as opposed to salary costs, which are generally paid on either a bi-weekly or monthly basis, other direct costs are generally not paid until payment is received (in some cases in the form of advances) from the customers.

### **Debt**

Debt consisted of the following:

	December 31, 2022	September 30, 2022
	(in millions)	
Credit Agreement	\$ 1,138.9	\$ 1,143.3
2027 Senior Notes	997.3	997.3
Other debt	89.6	84.0
Total debt	2,225.8	2,224.6
Less: Current portion of debt and short-term borrowings	(53.0)	(48.6)
Less: Unamortized debt issuance costs	(18.1)	(19.3)
Long-term debt	<u>\$ 2,154.7</u>	<u>\$ 2,156.7</u>

The following table presents, in millions, scheduled maturities of the our debt as of December 31, 2022:

<b>Fiscal Year</b>	
2023 (nine months remaining)	\$ 41.5
2024	74.4
2025	43.2
2026	406.0
2027	1,004.8
Thereafter	655.9
Total	<u>\$ 2,225.8</u>

#### *Credit Agreement*

On February 8, 2021, we entered into the 2021 Refinancing Amendment to the Credit Agreement (the “Credit Agreement”), pursuant to which we amended and restated our Syndicated Credit Facility Agreement, dated as of October 17, 2014 (as amended prior to February 8, 2021, the “Original Credit Agreement”), between the Company, as borrower, Bank of America, N.A., as administrative agent, and other parties thereto. At the time of amendment, the Credit Agreement consisted of a \$1,150,000,000 revolving credit facility (the “Revolving Credit Facility”) and a \$246,968,737.50 term loan A facility (the “Term A Facility,” together with the Revolving Credit Facility, the “Credit Facilities”), each of which mature on February 8, 2026. The outstanding loans under the Term A Facility were borrowed in U.S. dollars. Loans under the Revolving Credit Facility may be borrowed, and letters of credit thereunder may be issued, in U.S. dollars or in certain foreign currencies. The proceeds of the Revolving Credit Facility may be used from time to time for ongoing working capital and for other general corporate purposes. The proceeds of the Revolving Credit Facility and the Term A Loan facility borrowed on February 8, 2021 were used to refinance the existing revolving credit facility and the existing term loan facility under the Original Credit Agreement and to pay related fees and expenses. The Credit Agreement permits us to designate certain of its subsidiaries as additional co-borrowers from time to time. Currently, there are no co-borrowers under the Credit Facilities.

The applicable interest rate under the Credit Agreement is calculated at a per annum rate equal to, at our option, (a) the Eurocurrency Rate (as defined in the Credit Agreement) plus an applicable margin (the “LIBOR Applicable Margin”), which is currently at 1.2250% or (b) the Base Rate (as defined in the Credit Agreement) plus an applicable margin (the “Base Rate Applicable Margin” and together with the LIBOR Applicable Margin, the “Applicable Margins”), which is currently at 0.2250%. The Credit Agreement includes certain environmental, social and governance (ESG) metrics relating to our CO<sup>2</sup> emissions and our percentage of employees who identify as women (each, a “Sustainability Metric”). The Applicable Margins and the commitment fees for the Revolving Credit Facility will be adjusted on an annual basis based on our achievement of preset thresholds for each Sustainability Metric. The Credit Agreement contains provisions addressing the end of the use of LIBOR as a benchmark rate of interest and a mechanism for determining an alternative benchmark rate of interest. When the provisions are triggered, LIBOR would be replaced by a secured overnight financing rate (SOFR)-based rate, which will be subject to a spread adjustment which may be positive, negative or zero.

Some of our material subsidiaries (the “Guarantors”) have guaranteed the obligations of the borrowers under the Credit Agreement, subject to certain exceptions. The borrowers’ obligations under the Credit Agreement are secured by a lien on substantially all of our assets and our Guarantors’ assets, subject to certain exceptions.

The Credit Agreement contains customary negative covenants that include, among other things, limitations on our ability and certain of our subsidiaries, subject to certain exceptions, to incur liens and debt, make investments, dispositions, and restricted payments, change the nature of their business, consummate mergers, consolidations and the sale of all or substantially all of their respective assets, taken as a whole, and transact with affiliates. We are also required to maintain a consolidated interest coverage ratio of at least 3.00 to 1.00 and a consolidated leverage ratio of less than or equal to 4.00 to 1.00 (subject to certain adjustments in connection with permitted acquisitions), tested on a quarterly basis (the “Financial Covenants”). Our consolidated leverage ratio was 2.20 to 1.00 at December 31, 2022. As of December 31, 2022, we were in compliance with the covenants of the Credit Agreement.

The Credit Agreement contains customary affirmative covenants, including, among other things, compliance with applicable law, preservation of existence, maintenance of properties and of insurance, and keeping proper books and records. The Credit Agreement contains customary events of default, including, among other things, nonpayment of principal, interest or fees, cross-defaults to other debt, inaccuracies of representations and warranties, failure to perform covenants, events of bankruptcy and insolvency, change of control and unsatisfied judgments, subject in certain cases to notice and cure periods and other exceptions.

On April 13, 2021, we entered into Amendment No. 10 to the Credit Agreement, pursuant to which the lenders thereunder provided a secured term “B” credit facility (the “Term B Facility”) to the Company in an aggregate principal amount of \$700,000,000. The Term B Facility matures on April 13, 2028. The proceeds of the Term B Facility were used to fund the purchase price, fees and expenses in connection with our cash tender offer to purchase up to \$700,000,000 aggregate purchase price (not including any accrued and unpaid interest) of our outstanding 5.875% Senior Notes due 2024.

The Term B Facility is subject to the same affirmative and negative covenants and events of default as the Term A Facility previously incurred pursuant to the existing Credit Agreement (except that the Financial Covenants in the Credit Agreement do not apply to the Term B Facility). The applicable interest rate for the Term B Facility is calculated at a per annum rate equal to, at our option, (a) the Eurocurrency Rate (as defined in the Credit Agreement) plus 1.75% or (b) the Base Rate (as defined in the Credit Agreement) plus 0.75%.

On June 25, 2021, we entered into Amendment No. 11 to the Credit Agreement, pursuant to which lenders thereunder have provided us with an additional \$215,000,000 in aggregate principal amount under the Term A Facility. We used the net proceeds from the increase in the Term A Facility (together with cash on hand), to (i) redeem all of our remaining 5.875% Senior Notes due 2024 and (ii) pay fees and expenses related to such redemption.

At December 31, 2022 and September 30, 2022, letters of credit totaled \$4.4 million and \$4.4 million, respectively, under our Revolving Credit Facility. As of December 31, 2022 and September 30, 2022, we had \$1,145.6 million and \$1,145.6 million, respectively, available under our revolving credit facility.

#### *2027 Senior Notes*

On February 21, 2017, we completed a private placement offering of \$1,000,000,000 aggregate principal amount of our unsecured 5.125% Senior Notes due 2027 (the “2027 Senior Notes”). On June 30, 2017, we completed an exchange offer to exchange the unregistered 2027 Senior Notes for registered notes, as well as related guarantees.

As of December 31, 2022, the estimated fair value of the 2027 Senior Notes was approximately \$959.9 million. The fair value of the 2027 Senior Notes as of December 31, 2022 was derived by taking the mid-point of the trading prices from an observable market input (Level 2) in the secondary bond market and multiplying it by the outstanding balance of the 2027 Senior Notes. Interest is payable on the 2027 Senior Notes at a rate of 5.125% per annum. Interest on the 2027 Senior Notes is payable semi-annually on March 15 and September 15 of each year, commencing on September 15, 2017. The 2027 Senior Notes will mature on March 15, 2027.

At any time and from time to time prior to December 15, 2026, we may redeem all or part of the 2027 Senior Notes, at a redemption price equal to 100% of their principal amount, plus a “make whole” premium as of the redemption date, and accrued and unpaid interest to the redemption date. On or after December 15, 2026, we may redeem all or part of the 2027 Senior Notes at a redemption price equal to 100% of their principal amount, plus accrued and unpaid interest on the redemption date.

The indenture pursuant to which the 2027 Senior Notes were issued contains customary events of default, including, among other things, payment default, exchange default, failure to provide notices thereunder and provisions related to bankruptcy events. The indenture also contains customary negative covenants.

We were in compliance with the covenants relating to the 2027 Senior Notes as of December 31, 2022.

#### *Other Debt and Other Items*

Other debt consists primarily of obligations under capital leases and loans, and unsecured credit facilities. The unsecured credit facilities are primarily used for standby letters of credit issued in connection with general and professional liability insurance programs and for contract performance guarantees. At December 31, 2022 and September 30, 2022, these outstanding standby letters of credit totaled \$871.1 million and \$640.3 million, respectively. As of December 31, 2022, we had \$425.0 million available under these unsecured credit facilities.

#### *Effective Interest Rate*

Our average effective interest rate on our total debt, including the effects of the interest rate swap and interest rate cap agreements, during the three months ended December 31, 2022 and 2021 was 5.1% and 3.4%, respectively.

Interest expense in the consolidated statements of operations included amortization of deferred debt issuance costs for the three months ended December 31, 2022 and 2021 of \$1.2 million and \$1.2 million, respectively.

#### *Other Commitments*

We enter into various joint venture arrangements to provide architectural, engineering, program management, construction management and operations and maintenance services. The ownership percentage of these joint ventures is typically representative of the work to be performed or the amount of risk assumed by each joint venture partner. Some of these joint ventures are considered variable interest entities. We have consolidated all joint ventures for which we have control. For all others, our portion of the earnings is recorded in equity in earnings of joint ventures. See Note 5, Joint Ventures and Variable Interest Entities, in the notes to our consolidated financial statements.

Other than normal property and equipment additions and replacements, expenditures to further the implementation of our various information technology systems, commitments under our incentive compensation programs, amounts we may expend to repurchase stock under our stock repurchase program and acquisitions from time to time and disposition costs, we currently do not have any significant capital expenditures or outlays planned except as described below. However, if we acquire additional businesses in the future or if we embark on other capital-intensive initiatives, additional working capital may be required.

Under our secured revolving credit facility and other facilities discussed in Other Debt and Other Items above, as of December 31, 2022, there was approximately \$875.5 million, including both continuing and discontinued operations, outstanding under standby letters of credit primarily issued in connection with general and professional liability insurance programs and for contract performance guarantees. For those projects for which we have issued a performance guarantee, if the project subsequently fails to meet guaranteed performance standards, we may either incur significant additional costs or be held responsible for the costs incurred by the client to achieve the required performance standards.

We recognized on our balance sheet the funded status of our pension benefit plans, measured as the difference between the fair value of plan assets and the projected benefit obligation. At December 31, 2022, our defined benefit pension plans had an aggregate deficit (the excess of projected benefit obligations over the fair value of plan assets) of approximately \$203.7 million. The total amounts of employer contributions paid for the three months ended December 31, 2022 were \$2.5 million for U.S. plans and \$4.8 million for non-U.S. plans. Funding requirements for each plan are determined based on the local laws of the country where such plan resides. In some countries, the funding requirements are mandatory while in other countries, they are discretionary. There is a required minimum contribution for one of our domestic plans; however, we may make additional discretionary contributions. In the future, such pension funding may increase or decrease depending on changes in the levels of interest rates, pension plan performance and other factors. In addition, we have collective bargaining agreements with unions that require us to contribute to various third-party multiemployer plans that we do not control or manage. For the year ended September 30, 2022, we contributed \$2.9 million to multiemployer pension plans.

#### *Contractual Obligations*

Refer to our Annual Report on Form 10-K for the year ended September 30, 2022 for a discussion of our contractual obligations. There have been no changes, outside of the ordinary course of business, to these contractual obligations during the three months ended December 31, 2022.

#### *Condensed Combined Financial Information*

The 2027 Senior Notes are fully and unconditionally guaranteed on a joint and several basis by some of AECOM's directly and indirectly 100% owned subsidiaries (the Subsidiary Guarantors). Accordingly, AECOM became subject to the requirements of Rule 3-10 of Regulation S-X, as amended, regarding financial statements of guarantors and issuers of guaranteed securities. Other than customary restrictions imposed by applicable statutes, there are no restrictions on the ability of the Subsidiary Guarantors to transfer funds to AECOM in the form of cash dividends, loans or advances.

The following tables present condensed combined summarized financial information for AECOM and the Subsidiary Guarantors. All intercompany balances and transactions are eliminated in the presentation of the combined financial statements. Amounts provided do not represent our total consolidated amounts as of December 31, 2022 and September 30, 2022, and for the three months ended December 31, 2022.

**Condensed Combined Balance Sheets**  
**Parent and Subsidiary Guarantors**  
**(unaudited - in millions)**

	<u>December 31, 2022</u>	<u>September 30, 2022</u>
Current assets	\$ 2,679.8	\$ 2,645.0
Non-current assets	3,119.0	3,140.3
<b>Total assets</b>	<b>\$ 5,798.8</b>	<b>\$ 5,785.3</b>
Current liabilities	\$ 2,392.1	\$ 2,365.9
Non-current liabilities	2,719.1	2,712.1
<b>Total liabilities</b>	<b>\$ 5,111.2</b>	<b>\$ 5,078.0</b>
<b>Total stockholders' equity</b>	<b>687.6</b>	<b>707.3</b>
<b>Total liabilities and stockholders' equity</b>	<b>\$ 5,798.8</b>	<b>\$ 5,785.3</b>

**Condensed Combined Statement of Operations**  
**Parent and Subsidiary Guarantors**  
**(unaudited - in millions)**

	<u>For the three months ended</u> <u>December 31, 2022</u>
Revenue	\$ 1,566.7
Cost of revenue	1,452.3
Gross profit	114.4
Net income from continuing operations	7.1
Net loss from discontinued operations	—
<b>Net income</b>	<b>\$ 7.1</b>
Net income attributable to AECOM	\$ 7.1

**New Accounting Pronouncements and Changes in Accounting**

For information regarding recent accounting pronouncements, see Notes to Consolidated Financial Statements included in Part I, Item 1.

**Critical Accounting Estimates**

Our accounting policies often require management to make significant estimates and assumptions using information available at the time the estimates are made. Such estimates and assumptions significantly affect various reported amounts of assets, liabilities, revenues and expenses. If future experience differs significantly from these estimates and assumptions, our results of operations and financial condition could be affected.

The Notes to Consolidated Financial Statements in Part II, Item 8 of the 2022 Form 10-K, and “Critical Accounting Estimates” in Part II, Item 7 of the 2022 Form 10-K describe the significant accounting policies and estimates used in the preparation of our consolidated financial statements. We have not materially changed our estimation methodology since the 2022 Form 10-K.

### **Item 3. Quantitative and Qualitative Disclosures About Market Risk**

#### **Financial Market Risks**

##### *Financial Market Risks*

We are exposed to market risk, primarily related to foreign currency exchange rates and interest rate exposure of our debt obligations that bear interest based on floating rates. We actively monitor these exposures. Our objective is to reduce, where we deem appropriate to do so, fluctuations in earnings and cash flows associated with changes in foreign exchange rates and interest rates. In order to accomplish this objective, we sometimes enter into derivative financial instruments, such as forward contracts and interest rate hedge contracts. It is our policy and practice to use derivative financial instruments only to the extent necessary to manage our exposures. We do not use derivative financial instruments for trading purposes.

##### *Foreign Exchange Rates*

We are exposed to foreign currency exchange rate risk resulting from our operations outside of the U.S. We use foreign currency forward contracts from time to time to mitigate foreign currency risk. We limit exposure to foreign currency fluctuations in most of our contracts through provisions that require client payments in currencies corresponding to the currency in which costs are incurred. As a result of this natural hedge, we generally do not need to hedge foreign currency cash flows for contract work performed. The functional currency of our significant foreign operations is the respective local currency.

##### *Interest Rates*

Our Credit Agreement and other debt obligations are subject to variable rate interest which could be adversely affected by an increase in interest rates. As of December 31, 2022 and September 30, 2022, we had \$1,138.9 million and \$1,143.3 million, respectively, in outstanding borrowings under our term credit agreements and revolving credit facility. Interest on amounts borrowed under these agreements is subject to adjustment based on specified levels of financial performance. The applicable margin that is added to the borrowing's base rate can range from 0.25% to 1.00% and the applicable margin that is added to borrowings in the eurocurrency rate can range from 1.25% to 2.00%. For the three months ended December 31, 2022, our weighted average floating rate borrowings were \$1,477.5 million, or \$977.5 million excluding borrowings with effective fixed interest rates due to interest rate swap and interest rate cap agreements. If short-term floating interest rates had increased by 1.00%, our interest expense for the three months ended December 31, 2022 would have increased by \$2.5 million. We invest our cash in a variety of financial instruments, consisting principally of money market securities or other highly liquid, short-term securities that are subject to minimal credit and market risk.

### **Item 4. Controls and Procedures**

##### *Evaluation of Disclosure Controls and Procedures*

Based on management's evaluation, with the participation of our Chief Executive Officer (CEO) and Chief Financial Officer (CFO), our CEO and CFO have concluded that our disclosure controls and procedures as defined in Rules 13a-15(e) and 15(d)-15(e) under the Securities Exchange Act of 1934, as amended (Exchange Act), were effective as of December 31, 2022 to ensure that information required to be disclosed by us in this Quarterly Report on Form 10-Q or submitted under the Exchange Act is (i) recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission rules and forms and (ii) accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosures.

##### *Changes in Internal Control Over Financial Reporting*

There were no changes in our internal control over financial reporting during the fiscal quarter ended December 31, 2022 identified in connection with the evaluation required by paragraph (d) of Rules 13a-15 and 15d-15 under the Exchange Act that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

**PART II. OTHER INFORMATION****Item 1. Legal Proceedings**

As a government contractor, we are subject to various laws and regulations that are more restrictive than those applicable to non-government contractors. Intense government scrutiny of contractors' compliance with those laws and regulations through audits and investigations is inherent in government contracting; and from time to time, we receive inquiries, subpoenas, and similar demands related to our ongoing business with government entities. Violations can result in civil or criminal liability as well as suspension or debarment from eligibility for awards of new government contracts or option renewals.

We are involved in various investigations, claims and lawsuits in the normal conduct of our business. We are not always aware if we or our affiliates are under investigation or the status of such matters. Although the outcome of our legal proceedings cannot be predicted with certainty and no assurances can be provided, in the opinion of our management, based upon current information and discussions with counsel, with the exception of the matters noted in Note 15, Commitments and Contingencies, to the financial statements contained in this report to the extent stated therein, none of the investigations, claims and lawsuits in which we are involved is expected to have a material adverse effect on our consolidated financial position, results of operations, cash flows or our ability to conduct business. See Note 15, Commitments and Contingencies, to the financial statements contained in this report for a discussion of certain matters to which we are a party. The information set forth in such note is incorporated by reference into this Item 1. From time to time, we establish reserves for litigation when we consider it probable that a loss will occur.

**Item 1A. Risk Factors**

There have been no material changes to the risk factors as disclosed in Part I, Item 1A, Risk Factors in our most recent Annual Report on Form 10-K.

**Item 2. Unregistered Sales of Equity Securities and Use of Proceeds*****Stock Repurchase Program***

On September 21, 2017, the Company's Board of Directors announced a capital allocation policy that authorized the repurchase of up to \$1.0 billion in AECOM common stock. Stock repurchases can be made through open market purchases or other methods, including pursuant to a Rule 10b5-1 plan. On November 13, 2020, the Board approved an increase in the Company's repurchase authorization to \$1.0 billion. On September 22, 2021, the Board approved another increase in the Company's repurchase authorization to \$1.0 billion. A summary of the repurchase activity for the three months ended December 31, 2022 is as follows:

<u>Fiscal Period</u>	<u>Total Number of Shares Purchased</u>	<u>Average Price Paid Per Share</u>	<u>Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs</u>	<u>Maximum Approximate Dollar Value that May Yet Be Purchased Under the Plans or Programs</u>
October 1 - 31, 2022	291,830	\$ 68.55	291,830	\$ 557,055,000
November 1 - 30, 2022	—	—	—	\$ 557,055,000
December 1 - 31, 2022	355,277	\$ 84.46	355,277	\$ 527,050,000
Total	<u>647,107</u>	\$ 77.28	<u>647,107</u>	

**Item 3. Defaults Upon Senior Securities**

None.

**Item 4. Mine Safety Disclosure**

None.

**Item 5. Other Information**

None.



[Table of Contents](#)

**Item 6. Exhibits**

The following documents are filed as Exhibits to the Report:

Exhibit Numbers	Description	Form	Incorporated by Reference (Exchange Act Filings Located at File No. 0-52423)		Filed Herewith
			Exhibit	Filing Date	
3.1	<a href="#">Amended and Restated Certificate of Incorporation</a>	Form 10-K	3.1	11/21/2011	
3.2	<a href="#">Certificate of Amendment to Amended and Restated Certificate of Incorporation</a>	Form S-4	3.2	8/1/2014	
3.3	<a href="#">Certificate of Correction of Amended and Restated Certificate of Incorporation</a>	Form 10-K	3.3	11/17/2014	
3.4	<a href="#">Certificate of Amendment to the Certificate of Incorporation</a>	Form 8-K	3.1	1/9/2015	
3.5	<a href="#">Certificate of Amendment to the Certificate of Incorporation</a>	Form 8-K	3.1	3/3/2017	
3.6	<a href="#">Amended and Restated Bylaws of the Company</a>	Form 8-K	3.2	11/20/2020	
10.1#*	<a href="#">Form Standard Terms and Conditions for Performance Earnings Program under the 2020 Stock Incentive Plan (Fiscal Year 2023)</a>				X
10.2#	<a href="#">Form Standard Terms and Conditions for Restricted Stock Units under the 2020 Stock Incentive Plan (Fiscal Year 2023)</a>				X
31.1	<a href="#">Certification of the Company's Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>				X
31.2	<a href="#">Certification of the Company's Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>				X
32	<a href="#">Certification of the Company's Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>				X
101	The following financial statements from the Company's Quarterly Report on Form 10-Q for the quarter ended December 31, 2022 were formatted in iXBRL (Inline eXtensible Business Reporting Language): (i) Consolidated Balance Sheets, (ii) Consolidated Statements of Operations, (iii) Consolidated Statements of Comprehensive Income (Loss), (iv) Consolidated Statements of Stockholders' Equity, (v) Condensed Consolidated Statements of Cash Flows, and (vi) the Notes to Condensed Consolidated Financial Statements, tagged as blocks of text and including detailed tags.				X
104	The cover page from the Company's Quarterly Report on Form 10-Q for the quarter ended December 31, 2022, formatted in Inline XBRL				X

# Management contract or compensatory plan or arrangement

\* Portions of the exhibit have been omitted as confidential

**SIGNATURES**

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

AECOM

Date: February 7, 2023

By: /S/ GAURAV KAPOOR

Gaurav Kapoor

*Chief Financial Officer*

\*Portions of this exhibit have been omitted because such portions are not material and would be competitively harmful if publicly disclosed.

# PEP23 Grant Award Agreement

## TERM SHEET

This Term Sheet includes important information concerning your Performance Earnings Program (“PEP”) award for Fiscal Year 2023 (“PEP23”). The PEP23 award is subject to the Standard Terms and Conditions for Performance Earnings Program, including Attachment A thereto, and the AECOM 2020 Stock Incentive Plan attached hereto (together, the “Plan Documents”).

The highlights of the PEP23 award include, in each case, subject to the terms and conditions set forth herein:

- **Performance Period:** Fiscal years 2023 – 2025.
  - **Performance Measures:** Return on Invested Capital (“ROIC”), Average Adjusted Earnings per Share (“EPS”) Growth, and Relative Total Shareholder Return (“TSR”), equally weighted. ROIC and Relative TSR are measured over a single three-year period covering fiscal years 2023, 2024 and 2025. Average Adjusted EPS Growth measures EPS growth in fiscal year 2023, average EPS growth in fiscal years 2023 and 2024, and average EPS growth in fiscal years 2023, 2024, and 2025.
  - **Vesting:** Earned PEP units shall generally cliff vest 100% on December 15, 2025 (the “Scheduled Vesting Date”), subject to your continued employment at AECOM through such date. If your employment at AECOM ends prior to this date, you will generally forfeit the entire award, except that you may be eligible for payment of all or a portion of the award if your employment ends due to death, disability, retirement, or in a Severance Eligible Termination (as defined below).
  - **Taxation:** PEP awards issued in the U.S. are generally subject to federal and state income tax, FICA, and other state employment taxes on or about the settlement date, except that FICA may be due in an earlier year of vesting in certain cases. PEP awards issued outside the U.S. are generally taxed on the vesting date under local tax laws. Please consult a tax advisor for information specific to your individual facts and circumstances.
  - **Award Payout:** Your PEP award payout will range from 0% to 200% of target based on attainment of performance goals and your continued employment, and payment will generally be in the form shares of AECOM common stock. The payout will be reduced for any required tax withholding unless you elect in advance of vesting to pay the taxes yourself and you have sufficient cash balances within your personal Merrill Lynch brokerage account to remit the amount of the required tax withholding to AECOM at the time that such tax withholding is due (or make other arrangement to timely satisfy such obligations as may be permitted under the Plan Documents). The remaining AECOM shares earned (net of applicable taxes) will be deposited into your Merrill Lynch brokerage account as soon as administratively possible following the Scheduled Vesting Date, but in no event later than the 15th day of the third month following the Scheduled Vesting Date, (or if PEPs vest in connection with an employment termination due to death or disability, no later than the 15th day of the third month following such termination).
  - **Grant Acceptance:** You must accept your PEP grant online at [www.benefits.ml.com](http://www.benefits.ml.com) before you can receive payment of your vested PEP award. If you do not accept your PEP grant within 60 days after the award is granted, your award may be cancelled in the discretion of the Administrator.
  - **Hong Kong Employees:** The contents of this document have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of this document, you should obtain independent professional
-

advice.

The information provided above is a summary of the Plan Documents. If any conflict should arise between this document and the Plan Documents, the Plan Documents will always govern. If you have any questions, please contact:

Lynn Cusick  
VP, Executive Compensation  
Lynn.Cusick@aecom.com

---

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

These Standard Terms and Conditions apply to any Award of Performance Earnings Program (“PEP”) units granted to an employee of the Company on or after March 10, 2020, under the AECOM 2020 Stock Incentive Plan, as may be amended from time to time (the “Plan”), which are evidenced by a Term Sheet or an action of the Administrator that specifically refers to these Standard Terms and Conditions.

1. TERMS OF PEP UNITS

AECOM, a Delaware corporation (the “Company”), has granted to the Participant named in the term sheet (including Attachment A thereto) provided to said Participant herewith, or otherwise provided electronically or included on the stock administrator’s online grant summary page (such materials, collectively, the “Term Sheet”) an opportunity to earn a target number of PEP units (the “Award”) specified in the Term Sheet. Each PEP unit, if earned, represents the right to receive one share of the Company’s Common Stock, \$0.01 par value per share (the “Common Stock”), together with a cash payment in an amount equivalent to the aggregate of all Common Stock per share dividends (if any) with an *ex dividend* date occurring while the PEP unit to which such share relates was outstanding and prior to the payment of such PEP unit (a “Dividend Equivalent”), in each case, upon the terms and subject to the conditions set forth in the Term Sheet, these Standard Terms and Conditions, and the Plan, each as amended from time to time. For purposes of these Standard Terms and Conditions and the Term Sheet, any reference to the Company shall, unless the context requires otherwise, include a reference to any Subsidiary, as such term is defined in the Plan.

2. EARNOUT OF PEP UNITS

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

3. VESTING OF PEP UNITS

The Award shall not be vested as of the Grant Date set forth in the Term Sheet and shall be forfeitable unless and until the Award vests pursuant to the terms of the Term Sheet and these Standard Terms and Conditions. After the Grant Date, subject to termination or acceleration as provided in these Standard Terms and Conditions and the Plan (or as may otherwise be provided by any individual agreement between the Participant and the Company or any Company benefit plan), the Award shall become vested as described in the Term Sheet with respect to the number of PEP units earned as set forth in the Term Sheet; provided that (except as set forth in Section 6 below) the Participant does not experience a Termination of Employment (as defined in the Plan) prior to the Award becoming vested. Notwithstanding anything herein or in the Term Sheet to the contrary, if a date on which PEP units subject to the Award would vest is not a business day, the applicable portion of the Award shall vest on the prior business day. PEP units

---

granted under the Award that have vested and are no longer subject to forfeiture are referred to herein as "Vested Units." PEP units granted under the Award that are not vested and remain subject to forfeiture are referred to herein as "Unvested Units." The vesting period of the Award may be adjusted by the Administrator in its sole discretion to reflect any decreased level of employment during any period in which the Participant is on an approved leave of absence or is employed on a less than full time basis, provided that the Administrator may take into consideration any accounting consequences to the Company or tax consequences in making any such adjustment. Dividend Equivalents shall accrue and remain unvested with respect to Unvested Units and shall vest, if at all, at the same time or times as the Unvested Units to which the Dividend Equivalents relate. Dividend Equivalents shall not accrue interest.

Notwithstanding anything herein to the contrary, in connection with any Transaction, Section 12 of the Plan shall apply to the Award, except as otherwise provided in any individual agreement between the Participant and the Company in effect at the time of the Transaction or any Company benefit plan or written policy in effect and applicable to the Participant at the time of such Transaction.

#### 4. SETTLEMENT OF PEP UNITS

Except as otherwise expressly provided in Section 6 below, each earned Vested Unit will be settled by the delivery of one share of Common Stock (subject to adjustment under Section 12 of the Plan) to the Participant or, in the event of the Participant's death, to the Participant's estate, heir or beneficiary, promptly following the Scheduled Vesting Date (but in no event later than the 15th day of the third month following the Scheduled Vesting Date); provided that the Participant has satisfied all of the tax withholding obligations described in Section 8 below, and that the Participant has completed, signed and returned any documents and taken any additional action that the Administrator deems appropriate to enable it to accomplish the delivery of the shares of Common Stock. The issuance of the shares of Common Stock hereunder may be effected by the issuance of a stock certificate, recording shares on the stock records of the Company or by crediting shares in an account established on the Participant's behalf with a brokerage firm or other custodian, in each case as determined by the Administrator. Fractional shares will not be issued pursuant to the Award, and will instead be rounded down.

Notwithstanding the above, (i) the Company shall not be obligated to deliver any shares of Common Stock during any period when the Company determines that the delivery of shares hereunder would violate any federal, state or other applicable laws, (ii) the Company may issue shares of Common Stock hereunder subject to any restrictive legends that, as determined by the Company's counsel, are necessary to comply with securities or other regulatory requirements, and (iii) the date on which shares are issued hereunder may include a delay in order to provide the Company such time as it determines appropriate to address tax withholding and other administrative matters (which delay shall in no event extend beyond 15th day of the third month following the Scheduled Vesting Date).

---

Dividend Equivalents shall be settled in cash (net of applicable tax withholding) at the same time, and upon the same conditions, if applicable, as the earned Vested Units to which they relate.

## 5. RIGHTS AS STOCKHOLDER

Prior to any issuance of shares of Common Stock in settlement of the Award, no shares of Common Stock will be reserved or earmarked for the Participant or the Participant's account nor shall the Participant have any of the rights of a stockholder with respect to such shares. With the exception of Dividend Equivalents (which shall be settled, if at all, in the form of cash), pursuant to the terms hereof, the Participant will not be entitled to any privileges of ownership of the shares of Common Stock (including, without limitation, any voting rights) underlying Vested Units and/or Unvested Units unless and until shares of Common Stock are actually delivered to the Participant hereunder.

## 6. TERMINATION OF EMPLOYMENT

Upon the date of the Participant's Termination of Employment (as defined in the Plan) for any reason, except as otherwise expressly provided in this Section 6 or in any individual agreement between the Participant and the Company in effect at the time of Termination of Employment or under any applicable Company plan, including the Company's Change in Control Severance Policy for Key Executives (the "CIC Severance Plan"), the Company's Senior Leadership Severance Plan (the "SLSP"), the Company's Leadership Severance Plan (the "LSP", and together with the CIC Severance Plan and the SLSP and any other applicable plan or agreement that provides for accelerated vesting or similar rights that may apply to the Award, the "Severance Plans"), each if applicable, all Unvested Units shall be forfeited by the Participant and cancelled and surrendered to the Company without payment of any consideration to the Participant. Dividend Equivalents shall be subject to the same treatment upon the Participant's Termination of Employment as the Vested Units or Unvested Units to which they relate. For the avoidance of doubt, regardless of any notice or severance period required by any applicable law, in no event shall the Participant's entitlement to or receipt of pay in lieu of notice or severance pay under any statute, contract or at common law serve to extend the effective date of Participant's Termination of Employment for any purpose under this Award.

- A. Upon Termination of Employment as a result of the death of the Participant, unless otherwise provided in any written individual agreement between the Participant and the Company in effect at the time of the Termination of Employment or under any applicable Company plan, including the Severance Plans, (i) the Award will be eligible to vest in full; (ii) the number of Vested Units will be determined based on the Company's actual performance relative to the Performance Objectives (as defined in the Term Sheet) through the date of such Termination of Employment in a manner determined by the Administrator in its sole discretion; and (iii) each earned Vested Unit will be settled by the delivery of one share of Common Stock (subject to adjustment under Section 12 of the Plan) to the Participant's estate no later than the 15th day of the third month following the date of such Termination of Employment.
-

Any unearned/unvested PEP units (after taking into consideration the foregoing vesting acceleration, if any) shall be forfeited upon the Termination of Employment by the Participant's estate, heir or beneficiary and cancelled and surrendered to the Company without payment of any consideration to the Participant's estate, heir or beneficiary.

- B. Upon Termination of Employment as a result of the Total and Permanent Disablement of the Participant, unless otherwise provided in any written individual agreement between the Participant and the Company in effect at the time of the Termination of Employment or under any applicable Company plan, including the Severance Plans, subject to the Participant's (or the Participant's legal guardian's) execution of a general release of all claims in a form provided by the Administrator at the time of termination, (i) the Award will be eligible to vest in full; (ii) the number of Vested Units will be determined based on the Company's actual performance relative to the Performance Objectives through the date of the such Termination of Employment in a manner determined by the Administrator in its sole discretion; and (iii) each earned Vested Unit will (subject to satisfaction of the foregoing release requirement) be settled by the delivery of one share of Common Stock (subject to adjustment under Section 12 of the Plan) to the Participant no later than the 15th day of the third month following such Termination of Employment. Any unearned/unvested PEP units (after taking into consideration the foregoing vesting acceleration, if any) shall be forfeited upon the Termination of Employment by the Participant and cancelled and surrendered to the Company without payment of any consideration to the Participant.
- C. (i) If Termination of Employment occurs as a result of the Retirement of a Participant, unless otherwise provided in any written individual agreement between the Participant and the Company in effect at the time of such Termination of Employment or under any applicable Company plan, including the Severance Plans, subject to the Participant's execution of a general release of all claims and a non-solicitation and/or non-competition agreement in a form provided by the Administrator at the time of termination (and continued compliance therewith), (a) the Award will remain outstanding and eligible to vest following the Termination of Employment due to Retirement; (b) the number of Vested Units will be determined based on the Company's actual performance relative to the Performance Objectives through the end of the Performance Period; and (c) each earned Vested Unit will (subject to satisfaction of the foregoing release requirement) be settled by the delivery of one share of Common Stock (subject to adjustment under Section 12 of the Plan) to the Participant in accordance with Section 4 above (i.e., no later than the 15th day of the third month following the Scheduled Vesting Date). Any unearned/unvested PEP units shall be forfeited by the Participant as of the date such PEP units can no longer be eligible to vest according to their terms and cancelled and surrendered to the Company without payment of any consideration to the Participant.
-



(ii) For purposes of the Award and these Standard Terms and Conditions, the term “Retirement” means retirement from active employment with the Company and its Subsidiaries at such time that each of the following conditions has been satisfied: (a) the Participant has reached the age of fifty-five (55); (b) the number of years of the Participant’s service with the Company or its Subsidiaries is greater than or equal to five (5); (c) the sum, rounded down to the nearest whole number, of the Participant’s age (measured to two decimal points) and the number of years (measured to two decimal points) of uninterrupted service with the Company or its Subsidiaries is greater than or equal to sixty-five (65), and (d) the Participant has provided the Company with at least nine (9) months’ prior written notice of the Participant’s intent to retire (a “Retirement Notice”). In addition, in order to constitute a Retirement to which this Section 6.C applies, following the Participant’s delivery of a Retirement Notice, (a) the Participant shall continue performing the same or similar job duties that were performed prior to notice being provided, maintaining good standing with the Company and its Subsidiaries (as applicable) and attending meetings with clients, successors, and other stakeholders; and (b) the Participant shall perform such activities as may be requested by the Company to help identify a successor and transition duties and responsibilities during such period (clauses (a) and (b) together, the “Pre-Retirement Employment Duties”). Notwithstanding the foregoing, if the Participant is currently eligible for Retirement as of the date of this Award under Company guidelines in effect prior to the date of this Agreement, as determined by the Administrator in its sole discretion, then the Participant shall be eligible to terminate employment due to Retirement at any time, except that in order to terminate due to Retirement, the Participant must nevertheless provide the Company a Retirement Notice (*i.e.*, at least nine (9) months’ prior written notice of the Participant’s intent to retire) and, following the Participant’s delivery of a Retirement Notice, the Participant must perform the Pre-Retirement Employment Duties as provided above, maintaining good standing with the Company and its Subsidiaries (as applicable) throughout such period. Notwithstanding anything herein to the contrary, if the Administrator determines that the Participant has not fulfilled the Pre-Retirement Employment Duties, the Award shall be forfeited by the Participant upon the date of the Termination of Employment and cancelled and surrendered to the Company without payment of any consideration to the Participant. The determination of the Administrator as to an individual’s Retirement (including eligibility for Retirement) shall be conclusive on all parties. For clarity, following the Participant’s delivery of any Retirement Notice, the Participant’s employment with the Company and its Subsidiaries shall automatically terminate without further action by any part on the last day of the nine (9)-month period specified in the Retirement Notice.

- D. Upon Termination of Employment as a result of which the Participant becomes entitled to severance payments and/or benefits under any Severance Plan, which benefits include any service-vesting credit, accelerated service-vesting or similar benefit applicable to the Award (“Accelerated Service-Vesting” and, any such termination of employment, a “Severance-Eligible Termination”), subject to the Participant’s execution of a general release of all claims in a form provided by
-

the Administrator at the time of termination (which for clarity, may be satisfied by the Participant's execution of any release required under the applicable Severance Plan), the Award will satisfy applicable service-vesting conditions solely to the extent provided in the applicable Severance Plan, and each PEP unit subject to such Accelerated Service-Vesting will (subject to satisfaction of the foregoing release requirement) remain outstanding and eligible to be earned hereunder in accordance with the terms and conditions set forth herein, and if so earned, shall be settled by the delivery of one share of Common Stock (subject to adjustment under Section 12 of the Plan) to the Participant no later than the 15th day of the third month following the Scheduled Vesting Date. Any unearned/unvested PEP units (after taking into consideration the foregoing Accelerated Service-Vesting, if any) shall be forfeited by the Participant as of the date such PEP units cease to be eligible to vest and be earned according to their terms, and shall be cancelled and surrendered to the Company without payment of any consideration to the Participant as of such date.

- E. Upon Termination of Employment for Cause, all Vested Units and Unvested Units shall be forfeited by the Participant and cancelled and surrendered to the Company without payment of any consideration to the Participant.

## 7. CONDITIONS AND RESTRICTIONS ON SHARES

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

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

## 8. INCOME TAXES

The Participant will be subject to federal and state income and other tax withholding requirements on a date (generally, the Settlement Date, although certain federal "FICA" taxes may become due in an earlier vesting year) determined by applicable law (any such date, the "Taxable Date"), based on the fair market value of the shares of Common Stock underlying the units that are vested and earned together with the value of any

---

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

By accepting the Award the Participant agrees that, unless and to the extent the Participant has otherwise satisfied the Tax Withholding Obligations in a manner permitted or required by the Administrator pursuant to the Plan, the Company is authorized to withhold from the shares of Common Stock issuable to the Participant in respect of Vested Units the whole number of shares (rounded down) having a value (as determined by the Company consistent with any applicable tax requirements) on the Taxable Date or the first trading day before the Taxable Date sufficient to satisfy the applicable Tax Withholding Obligation. Without limiting the foregoing, the Administrator may accelerate the time of settlement of a number of earned/vested Units sufficient in value to cover any required withholding of FICA taxes (together with any taxes arising as a result of the settlement of such earned/Vested Units) arising in a vesting year prior to the year of settlement of such earned/Vested Units, determined in accordance with Treas. Reg. 1.409A-3(j) (vi). If any withheld shares are not sufficient to satisfy the Participant's Tax Withholding Obligation, the Participant agrees to pay to the Company as soon as practicable any amount of the Tax Withholding Obligation that is not satisfied by the withholding of shares of Common Stock described above.

At any time not less than five (5) business days before any Tax Withholding Obligation arises (e.g., a Settlement Date), the Participant may elect to satisfy all or any part of the Participant's Tax Withholding Obligation by delivering to the Company an amount that the Company determines is sufficient (in light of the uncertainty of the exact amount thereof) to satisfy the Tax Withholding Obligation by (i) wire transfer to such account as the Company may direct, (ii) delivery of a personal check payable to the Company, or (iii) such other means as specified from time to time by the Administrator; in each case unless the Company has specified prior to such date that the Participant is not permitted to satisfy the Tax Withholding Obligation by any such means. The Administrator may, in its discretion, permit or require that the Tax Withholding Obligation be satisfied by the Participant providing instruction and authorization to the Company and a brokerage firm designated by the Company to sell on the Participant's behalf a whole number of shares of Common Stock from those shares issued to the Participant in respect of Vested Units as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy the Tax Withholding Obligation. If this "sell to cover" method of payment is permitted (and elected) or required, the applicable shares of Common Stock will be sold on the Taxable Date or as soon thereafter as practicable. The Participant will be responsible for all broker's fees and other costs of sale, and agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale. The number of shares sold may be determined by considering any applicable withholding rates, including maximum applicable rates, and to the extent the proceeds of such sale exceed the Tax Withholding

---

Obligation, the Company shall make such arrangement as it determines appropriate to credit such amount for the Participant's benefit and the Participant acknowledges that the Participant has no entitlement to the equivalent in shares. The Participant agrees to pay to the Company as soon as practicable any amount of the Tax Withholding Obligation that is not satisfied by the sale.

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

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

#### 9. NON-TRANSFERABILITY OF AWARD

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

#### 10. THE PLAN AND OTHER AGREEMENTS

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

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

#### 11. LIMITATION OF INTEREST IN SHARES SUBJECT TO AWARD

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

---

as to such shares of Common Stock, if any, as shall have been issued to such person in respect of Vested Units.

12. NOT A CONTRACT FOR EMPLOYMENT

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

13. SECTION 409A

It is intended that this Award and any payments or benefits made or provided under the Plan or these Standard Terms and Conditions shall comply with Section 409A of the Code, or an exemption from or exception to Section 409A of the Code, and will be interpreted, applied and administered accordingly. Under no circumstances, however, shall the Company have any liability under the Plan or these Standard Terms and Conditions for any taxes, penalties or interest due on amounts paid or payable pursuant to the Plan or these Standard Terms and Conditions, including any taxes, penalties or interest imposed under Section 409A of the Code. To the extent any payment or benefit in respect of this Award is considered deferred compensation subject to (and not exempt from) the restrictions contained in Section 409A of the Code and to the extent the Participant is considered a specified employee (as determined in accordance with a uniform policy adopted by the Company with respect to all arrangements subject to Section 409A of the Code) at the time of his or her separation from service (as determined under Section 409A), such payment may not be made as a result of the Participant's separation from service before the date that is six months after the Participant's separation from service (or, if earlier, the Participant's death). Any payment that would otherwise be made during this period of delay shall be accumulated and paid on the sixth month plus one day following the Participant's separation from service (or, if earlier, as soon as administratively practicable after the Participant's death). To the extent required under Section 409A, any payment hereunder that may be made in connection with a Termination of Employment or any similar construct shall only be paid upon the Participant's separation from service. If the period during which an award payout may be made spans more than one calendar year, then the actual date of such payment shall be determined by the Administrator in its sole discretion, and in no event shall the Participant dictate or influence the timing of such payment.

14. CLAWBACK POLICY

The Participant hereby acknowledges and agrees that the Participant and the award evidenced by this Agreement are subject to the Company's Clawback Policy as amended from time to time. To the extent the Participant is subject to the Policy, the terms and conditions of the Policy are hereby incorporated by reference into this Agreement.

---

15. NOTICES

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

If to the Company, to:

AECOM  
13355 Noel Rd #400  
Dallas, Texas 75240  
Attention: Compensation Department

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

16. SEPARABILITY

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

17. HEADINGS

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

18. FURTHER ASSURANCES

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

19. BINDING EFFECT

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

20. DISPUTES

All questions arising under the Plan or under these Standard Terms and Conditions shall be decided by the Administrator in its total and absolute discretion. In the event the

---

Participant or other holder of an Award believes that a decision by the Administrator with respect to such person was arbitrary or capricious, the Participant or other holder may request arbitration with respect to such decision in accordance with the terms of the Plan. The review by the arbitrator shall be limited to determining whether the Administrator's decision was arbitrary or capricious. This arbitration shall be the sole and exclusive review permitted of the Administrator's decision, and the Participant and any other holder hereby explicitly waive any right to judicial review.

21. ELECTRONIC DELIVERY & ACKNOWLEDGEMENT

The Company may, at its sole discretion, decide to deliver any documents related to any awards granted under the Plan by electronic means or to request the Participant's consent to participate in the Plan by electronic means. By accepting the Award, the Participant consents to receive such documents by electronic delivery and to participate in the Plan through an online or electronic system established and maintained by the Company or another third party designated by the Company, and such consent shall remain in effect throughout the Participant's term of employment or service with the Company and thereafter until withdrawn in writing by the Participant. **The Participant must accept the Award online at [www.benefits.ml.com](http://www.benefits.ml.com) before settlement of any Vested Units. If a Participant does not accept the Award within sixty (60) days after the Award is granted, the Company may, in the sole discretion of the Administrator, cancel the Award, in which case the Award shall be surrendered to the Company without payment of any consideration to the Participant.**

---

## Attachment A to Term Sheet

### AECOM PERFORMANCE OBJECTIVES AND EARNOUT SCHEDULE FY23 PERFORMANCE EARNINGS PROGRAM

This schedule outlines the performance conditions attached to the vesting of the PEP award.

The PEP award is administered in accordance with provisions of the AECOM 2020 Stock Incentive Plan and associated documents, including this Performance Objectives and Earnout Schedule and the Standard Terms and Conditions as established by the Administrator.

The amount of PEP units that may be earned will be determined based on the following:

Performance Objective	Weighting
1. Relative Total Shareholder Return	1/3 <sup>rd</sup>
2. Return on Invested Capital	1/3 <sup>rd</sup>
3. Average Adjusted Earnings Per Share Growth	1/3 <sup>rd</sup>

Details of each Performance Objective as well as the Performance Earnout Schedule for each objective is as follows:

#### 1. Relative Total Shareholder Return (“TSR”)

Relative TSR is tied to the percentile level at which the Company’s TSR over the period from October 1, 2022 through and including September 30, 2025 (the “Performance Period”) stands in relation to the TSR for that same period of the companies comprising the Comparator Group (the “Percentile Rank”), rounded to the nearest 0.1%.

TSR is calculated for AECOM and each company in the Comparator Group as follows:

$$\text{TSR} = \frac{(\text{Ending Stock Price} - \text{Beginning Stock Price}) + \text{Reinvested Dividends}}{\text{Beginning Stock Price}}$$

For such purpose, the Administrator will consider the following:

Performance Period Start Date. October 1, 2022.

Performance Period End Date. September 30, 2025.

Beginning Stock Price. Defined as the trailing 30 calendar day average closing stock price of the applicable company, ending on the day immediately prior to the Performance Period Start Date.

---



Ending Stock Price. Defined as the trailing 30 calendar day average closing stock price of the applicable company ending on the Performance Period End Date.

Reinvested Dividends. Defined, with respect to any company, as (i) the aggregate number of shares of common stock (including fractional shares) that could have been purchased during the Performance Period had each cash dividend paid on a single share of the company's common stock during that period been immediately reinvested in additional shares of the same common stock (or fractional shares) at the closing selling price per share of such common stock on the applicable ex-dividend date multiplied by (ii) Ending Stock Price.

Comparator Group. The Comparator Group for purposes of the PEP award will consist of the following companies (subject to any adjustments provided for below):

Booz Allen Hamilton Holding Corporation  
EMCOR Group, Inc.  
Fluor Corporation  
Jacobs Engineering Group Inc.  
KBR, Inc.  
Leidos Holdings, Inc.  
MasTec, Inc.

Parsons Corporation  
Quanta Services, Inc.  
SNC-Lavalin Group Inc.  
Stantec Inc.  
Tetra Tech, Inc.  
WSP Global Inc.

In the event that a member of the Comparator Group experiences any of the following events during the Performance Period, the following treatment shall apply:

Acquisition: If a member of the Comparator Group is acquired during the Performance Period, the member is removed from the Comparator Group;

Bankruptcy: If a member of the Comparator Group becomes insolvent or bankrupt, as determined by the Administrator, during the Performance Period, the member will remain in the Comparator Group. For the avoidance of doubt, such member could potentially have -100% TSR;

Delisting: If a member becomes delisted from an exchange on which it is listed, the member will remain in the Comparator Group so long as the company is still trading on a market where an independent share price can be determined (i.e., an over-the-counter market). Once a share price can no longer be determined, treatment of the member's results will follow based on the reason for delisting (e.g., acquisition, merger, privatization, bankruptcy, etc.);

Merger: If two members merge with each other, the newly formed company will remain in the Comparator Group while the deactivated member will be removed;

Privatization: If a member becomes a private company during the Performance Period, the member is removed from the Comparator Group; and

Spin-off: If a member spins-off one or more subsidiaries or other affiliated entities during the Performance Period, the member will remain in the Comparator Group. The

---

spun off entity will not be added to the Comparator Group. The spin-off will be treated in the same manner as a regular cash dividend paid by that member in an amount equal to the fair market value of the common stock (or fractional share thereof) of the spun-off entity provided.

**Capitalization Adjustments:** Calculations and definitions shall be equitably adjusted for stock splits, stock dividends, recapitalizations and other similar events affecting the shares in question without the issuer's receipt of consideration, in each case, as determined by the Administrator.

**Performance Earnout Schedule:** The following schedule shall apply to determine what percentage of the target PEP units is earned after the Performance Period in order to determine the final earned percentage (with straight-line interpolation for performance between the levels listed in the schedule and the maximum payout in all circumstances being 200%):

Percent Earned	0%	100%	200%
Percentile Rank	25th	55th	75th

## 2. Return on Invested Capital ("ROIC")

ROIC performance objective is a 3-Year Average ROIC of AECOM less all at-risk self-perform businesses to be sold equal to (a) the average of fiscal years 2023, 2024, and 2025 Adjusted Net Operating Profit After Taxes ("Adj. NOPAT") divided by (b) the Average Quarterly Invested Capital over fiscal years 2023, 2024, and 2025 of (c)

- i. Adj. NOPAT is the sum of Adjusted Attributable Net Income and Adjusted Interest Expense net of Interest Income (tax effected at a normalized 25% rate for FY2023, FY2024 and FY2025).  
Adjusted Attributable Net Income is the Net Income Available to Common Stockholders excluding foreign exchange gains/losses on forward contracts related to financing, acquisition and integration related expenses, transaction related expenses, transformational restructuring related expenses, financing charges in interest expense, the amortization of intangible assets, and financial impacts associated with expected and actual dispositions of non-core businesses and assets. Adjusted Interest Expense excludes financing charges in interest expense.
- ii. Invested Capital is the sum of the Attributable Shareholders Equity plus Total Debt less Cash and Cash Equivalents. Quarterly Invested Capital is the beginning and ending balance of each respective quarter excluding (1) any balance with respect to all at-risk businesses to be sold and (2) changes to Accumulated Other Comprehensive Loss (i.e., it is held flat at Q4 FY2022 ending actuals).

**Performance Earnout Schedule:** The following schedule shall apply to determine what percentage of the target PEP units is earned after the Performance Period in order to determine the final earned percentage (with straight-line interpolation for performance between the levels listed in the schedule and the maximum payout in all circumstances being 200%):

---

Percent Earned	0%	100%	200%
3-Year Average ROIC	[***]%	[***]%	[***]%

### 3. Average Adjusted Earnings Per Share (“EPS”) Growth

The Average Adjusted EPS Growth performance objective is measured over fiscal years 2023, 2024, and 2025 reflecting the performance of the Company, enterprise-wide, less all at-risk businesses to be sold.

Adjusted EPS is calculated as (a) Adjusted Attributable Net Income (as defined in Section 2.i.) divided by (b) the Weighted Average Number of Common Shares Outstanding, on a diluted basis, for a fiscal year.

The percentage earned from Average Adjusted EPS Growth is calculated as follows:

- i. An amount equal to one-third of the PEP units subject to the Average Adjusted EPS Growth performance objective multiplied by the Percent Earned detailed below based upon the growth in Adjusted EPS from fiscal year 2022 (assumed to be [\$\$\$]) to fiscal year 2023; plus
  - ii. An amount, not less than zero, equal to (A) two-thirds of the PEP units subject to the Average Adjusted EPS Growth performance objective multiplied by the Percent Earned detailed below based upon the average growth in Adjusted EPS in fiscal years 2023 and 2024 compared to the respective prior fiscal year minus (B) the amount determined pursuant to subsection i. above; plus
  - iii. An amount, not less than zero, equal to (A) the total number of PEP units subject to the Average Adjusted EPS Growth performance objective multiplied by the Percent Earned detailed below based upon the average growth in Adjusted EPS in fiscal years 2023, 2024 and 2025 compared to the respective prior fiscal year minus (B) the amount determined pursuant to subsection i. and ii. above.
-

**Performance Earnout Schedule:** The following schedule shall apply to determine what percentage of the target PEP units is earned through each period (with straight-line interpolation for performance between the levels listed in the schedule and the maximum payout in all circumstances being 200%):

From Fiscal Year 2022 to Fiscal Year 2023

Percent Earned	0%	100%	200%
Adjusted EPS Growth	[***]%	[***]%	[***]%

From Fiscal Year 2022 to Fiscal Year 2024

Percent Earned	0%	100%	200%
Average Adjusted EPS Growth	[***]%	[***]%	[***]%

From Fiscal Year 2022 to Fiscal Year 2025

Percent Earned	0%	100%	200%
Average Adjusted EPS Growth	[***]%	[***]%	[***]%

#### 4. Adjustments

Without limiting any other provision in the Term Sheet, the Standard Terms and Conditions (including Attachment A) or the Plan, ROIC and Adjusted EPS, as applicable, shall, for purposes of the Award, be adjusted to eliminate or mitigate the impact of each of the following events not otherwise reflected in the determination, in each case, to the extent and in such manner as the Administrator may determine appropriate in its sole discretion:

- i. if there are federal funding reductions impacting our government business as a result of sequestration, government shutdown or similar event, eliminate the impacted government businesses from the determination;
  - ii. goodwill and other non-cash impairment charges;
  - iii. a) costs associated with unplanned acquisition or divestiture of a business in the initial year only; b) merger and acquisition related transaction and integration costs;
  - iv. changes in applicable accounting guidance;
  - v. changes in applicable tax law;
  - vi. any civil, regional or world war, "Force Majeure", plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions that affect the business of the Company in a particular country or countries;
  - vii. transaction expense related to financing activities including private placement notes,
-

- public bond financing, and issuance of convertible debt and other equity or equity-like instruments;
- viii. net income gains or losses related to any change in the estimated fair value of any acquisition related accrued liability or contingency and any costs associated with the resolution thereof;
  - ix. transformational restructuring related costs; and
  - x. currency fluctuations
-

# RSU23 Grant Award Agreement

## TERM SHEET

This Term Sheet includes important information concerning your Restricted Stock Unit (“RSU”) award for Fiscal Year 2023 (“RSU23”). The RSU23 award is subject to the Standard Terms and Conditions for Restricted Stock Units and the AECOM 2020 Stock Incentive Plan attached hereto (together, the “Plan Documents”).

The highlights of the RSU23 award include, in each case, subject to the terms and conditions set forth herein:

- **Vesting:** Your award shall generally cliff vest 100% on December 15, 2025 (the “Scheduled Vesting Date”), subject to your continued employment at AECOM through such date. If your employment at AECOM ends prior to this date, you will generally forfeit the entire award, except that you may be eligible for payment of all or a portion of the award if your employment ends due to death or disability, or in a Severance-Eligible Termination (as defined below).
  - **Taxation:** RSU awards issued in the U.S. are generally subject to federal and state income tax, FICA, and other state employment taxes on or about the settlement date. RSU awards issued outside the U.S. are generally taxed on the vesting date under local tax laws. Please consult a tax advisor for information specific to your individual facts and circumstances.
  - **Award Payout:** Each RSU represents the right to receive one share of AECOM common stock on the Settlement Date, subject to the conditions set forth in the Plan Documents. The payout will be reduced for any required tax withholding unless you elect in advance of vesting to pay the taxes yourself and have sufficient cash balances within your personal Merrill Lynch brokerage account to remit the amount of the required statutory tax withholding to AECOM at the time that such tax withholding is due (or make other arrangement to timely satisfy such obligations as may be permitted under the Plan Documents). The remaining AECOM shares earned (net of applicable taxes) will be deposited into your Merrill Lynch brokerage account as soon as administratively possible, but in no event later than the 15th day of the third month following the Scheduled Vesting Date (or if RSUs vest in connection with a Severance-Eligible Termination or an employment termination due to death or disability, no later than the 15th day of the third month following such termination).
  - **Grant Acceptance:** You must accept your RSU grant online at [www.benefits.ml.com](http://www.benefits.ml.com) before you can receive payment of your vested RSU award. If you do not accept your RSU grant within 60 days after the award is granted, your award may be cancelled in the discretion of the Administrator.
-

- **Hong Kong Employees:** The contents of this document have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.

The information provided above is a summary of the Plan Documents. If any conflict should arise between this document and the Plan Documents, the Plan Documents will always govern. If you have any questions, please contact:

Lynn Cusick  
VP, Executive Compensation  
Lynn.Cusick@aecom.com

---

# STANDARD TERMS AND CONDITIONS FOR THE RSU AWARD

## I. TERMS AND CONDITIONS

### 1. TERMS OF RESTRICTED STOCK UNITS

AECOM, a Delaware corporation (the “Company”), has granted to the Participant named in the term sheet provided to said Participant herewith, or otherwise provided electronically or included on the stock administrator’s online grant summary page (such materials, collectively, the “Term Sheet”) an award of a number of restricted stock units (the “Award”) specified in the Term Sheet. Each restricted stock unit represents the right to receive one share of the Company’s Common Stock, \$0.01 par value per share (the “Common Stock”), together with a cash payment in an amount equivalent to the aggregate of all Common Stock per share dividends (if any) with an *ex dividend* date occurring while the restricted stock unit to which such share relates was outstanding and prior to the payment of such restricted stock unit (a “Dividend Equivalent”), in each case, upon the terms and subject to the conditions set forth in the Term Sheet, these Standard Terms and Conditions, and the Plan, each as amended from time to time. For purposes of these Standard Terms and Conditions and the Term Sheet, any reference to the Company shall, unless the context requires otherwise, include a reference to any Subsidiary, as such term is defined in the Plan.

### 2. VESTING OF RESTRICTED STOCK UNITS

The Award shall not be vested as of the Grant Date set forth in the Term Sheet and shall be forfeitable unless and until the Award vests pursuant to the terms of the Term Sheet and these Standard Terms and Conditions. After the Grant Date, subject to termination or acceleration as provided in these Standard Terms and Conditions and the Plan (or as may otherwise be provided by any individual agreement between the Participant and the Company or any Company benefit plan), the Award shall become vested as described in the Term Sheet; provided that (except as set forth in Section 5 below) the Participant does not experience a Termination of Employment (as defined in the Plan) prior to the Award becoming vested. Notwithstanding anything herein or in the Term Sheet to the contrary, if a date on which restricted stock units subject to the Award would vest is not a business day, the applicable portion of the Award shall vest on the prior business day. Restricted stock units granted under the Award that have vested and are no longer subject to forfeiture are referred to herein as “Vested Units.” Restricted stock units granted under the Award that are not vested and remain subject to forfeiture are referred to herein as “Unvested Units.” The vesting period of the Award may be adjusted by the Administrator in its sole discretion to reflect any decreased level of employment during any period in which the Participant is on an approved leave of absence or is employed on a less than full time basis, provided that the Administrator may take into consideration any accounting consequences to the Company or tax consequences in making any such adjustment. Dividend Equivalents shall accrue and remain unvested with respect to Unvested Units and shall vest, if at all, at the same time or times as the Unvested Units to which the Dividend Equivalents relate. Dividend Equivalents shall not accrue interest.

---



Notwithstanding anything herein to the contrary, in connection with any Transaction, Section 12 of the Plan shall apply to the Award, except as otherwise provided in any individual agreement between the Participant and the Company in effect at the time of the Transaction or any Company benefit plan or written policy in effect and applicable to the Participant at the time of such Transaction.

### 3. SETTLEMENT OF RESTRICTED STOCK UNITS

Except as otherwise expressly provided in Section 5 below, each Vested Unit will be settled by the delivery of one share of Common Stock (subject to adjustment under Section 12 of the Plan) to the Participant or, in the event of the Participant's death, to the Participant's estate, heir or beneficiary, promptly following the Scheduled Vesting Date (but in no event later than the 15th day of the third month following the Scheduled Vesting Date); provided that the Participant has satisfied all of the tax withholding obligations described in Section 7 below, and that the Participant has completed, signed and returned any documents and taken any additional action that the Administrator deems appropriate to enable it to accomplish the delivery of the shares of Common Stock. The issuance of the shares of Common Stock hereunder may be effected by the issuance of a stock certificate, recording shares on the stock records of the Company or by crediting shares in an account established on the Participant's behalf with a brokerage firm or other custodian, in each case as determined by the Administrator. Fractional shares will not be issued pursuant to the Award, and will instead be rounded down.

Notwithstanding the above, (i) the Company shall not be obligated to deliver any shares of Common Stock during any period when the Company determines that the delivery of shares hereunder would violate any federal, state or other applicable laws, (ii) the Company may issue shares of Common Stock hereunder subject to any restrictive legends that, as determined by the Company's counsel, are necessary to comply with securities or other regulatory requirements, and (iii) the date on which shares are issued hereunder may include a delay in order to provide the Company such time as it determines appropriate to address tax withholding and other administrative matters (which delay shall in no event extend beyond the 15th day of the third month following the Scheduled Vesting Date).

Dividend Equivalents shall be settled in cash (net of applicable tax withholding) at the same time, and upon the same conditions, if applicable, as the Vested Units to which they relate.

### 4. RIGHTS AS STOCKHOLDER

Prior to any issuance of shares of Common Stock in settlement of the Award, no shares of Common Stock will be reserved or earmarked for the Participant or the Participant's account nor shall the Participant have any of the rights of a stockholder with respect to such shares. With the exception of Dividend Equivalents (which shall be settled, if at all, in the form of cash), pursuant to the terms hereof, the Participant will not be entitled

---

to any privileges of ownership of the shares of Common Stock (including, without limitation, any voting rights) underlying Vested Units and/or Unvested Units unless and until shares of Common Stock are actually delivered to the Participant hereunder.

## 5. TERMINATION OF EMPLOYMENT

Upon the date of the Participant's Termination of Employment (as defined in the Plan) for any reason, except as otherwise expressly provided in this Section 5 or in any individual agreement between the Participant and the Company in effect at the time of Termination of Employment or under any applicable Company plan, including the Company's Change in Control Severance Policy for Key Executives (the "CIC Severance Plan") and the Company's Senior Leadership Severance Plan (the "SLSP"), the Company's Leadership Severance Plan (the "LSP", and together with the CIC Severance Plan, the SLSP and any other applicable plan or agreement that provides for accelerated vesting or similar rights that may apply to the Award, the "Severance Plans"), each if applicable, all Unvested Units shall be forfeited by the Participant and cancelled and surrendered to the Company without payment of any consideration to the Participant. Dividend Equivalents shall be subject to the same treatment upon the Participant's Termination of Employment as the Vested Units or Unvested Units to which they relate. For the avoidance of doubt, regardless of any notice or severance period required by any applicable law, in no event shall the Participant's entitlement to or receipt of pay in lieu of notice or severance pay under any statute, contract or at common law serve to extend the effective date of Participant's Termination of Employment for any purpose under this Award.

- A. Upon Termination of Employment as a result of the death of the Participant, unless otherwise provided in any written individual agreement between the Participant and the Company in effect at the time of the Termination of Employment, or under any applicable Company plan, including the Severance Plans, the Award will vest in full and each Vested Unit will be settled by the delivery of one share of Common Stock (subject to adjustment under Section 12 of the Plan) to the Participant's estate no later than the 15th day of the third month following the date of such Termination of Employment.
  - B. Upon Termination of Employment as a result of the Total and Permanent Disablement of the Participant, unless otherwise provided in any written individual agreement between the Participant and the Company in effect at the time of the Termination of Employment or under any applicable Company plan, including the Severance Plans, subject to the Participant's (or the Participant's legal guardian's) execution of a general release of all claims in a form provided by the Administrator at the time of termination, the Award will vest in full and each Vested Unit will (subject to satisfaction of the foregoing release requirement) be settled by the delivery of one share of Common Stock (subject to adjustment under Section 12 of the Plan) to the Participant no later than the 15th day of the third month following the date of such Termination of Employment.
-

- C. Upon Termination of Employment as a result of which the Participant becomes entitled to severance payments and/or benefits under any Severance Plan, which benefits include any vesting credit, accelerated vesting or similar benefit applicable to the Award (a “Severance-Eligible Termination”), subject to the Participant’s execution of a general release of all claims in a form provided by the Administrator at the time of termination (which for clarity, may be satisfied by the Participant’s execution of any release required under the applicable Severance Plan), the Award will vest solely to the extent provided in the applicable Severance Plan, and each Vested Unit will (subject to satisfaction of the foregoing release requirement) be settled by the delivery of one share of Common Stock (subject to adjustment under Section 12 of the Plan) to the Participant no later than the 15th day of the third month following the date of such Termination of Employment. Any unvested portion of the Award (after taking into consideration the foregoing vesting acceleration, if any) shall be forfeited upon the Termination of Employment by the Participant and cancelled and surrendered to the Company without payment of any consideration to the Participant.
- D. Upon Termination of Employment for Cause, all Vested Units and Unvested Units shall be forfeited by the Participant and cancelled and surrendered to the Company without payment of any consideration to the Participant.

## 6. CONDITIONS AND RESTRICTIONS ON SHARES

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

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

## 7. INCOME TAXES

---

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

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

At any time not less than five (5) business days before any Tax Withholding Obligation arises (e.g., a Settlement Date), the Participant may elect to satisfy all or any part of the Participant's Tax Withholding Obligation by delivering to the Company an amount that the Company determines is sufficient (in light of the uncertainty of the exact amount thereof) to so satisfy the Tax Withholding Obligation by (i) wire transfer to such account as the Company may direct, (ii) delivery of a personal check payable to the Company, or (iii) such other means as specified from time to time by the Administrator, in each case unless the Company has specified prior to such date that the Participant is not permitted to satisfy the Tax Withholding Obligation by any such means. The Administrator may, in its discretion, permit or require that the Tax Withholding Obligation be satisfied by the Participant providing instruction and authorization to the Company and a brokerage firm designated by the Company to sell on the Participant's behalf a whole number of shares of Common Stock from those shares issued to the Participant in respect of Vested Units as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy the Tax Withholding Obligation. If this "sell to cover" method of payment is permitted (and elected) or required, the applicable shares of Common Stock will be sold on the Taxable Date or as soon thereafter as practicable. The Participant will be responsible for all broker's fees and other costs of sale, and agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale. The number of shares sold may be determined by considering any applicable withholding rates, including maximum applicable rates, and

---

to the extent the proceeds of such sale exceed the Tax Withholding Obligation, the Company shall make such arrangement as it determines appropriate to credit such amount for the Participant's benefit and the Participant acknowledges that the Participant has no entitlement to the equivalent in shares. The Participant agrees to pay to the Company as soon as practicable any amount of the Tax Withholding Obligation that is not satisfied by the sale.

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

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

#### 8. NON-TRANSFERABILITY OF AWARD

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

#### 9. THE PLAN AND OTHER AGREEMENTS

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

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

#### 10. LIMITATION OF INTEREST IN SHARES SUBJECT TO AWARD

---

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

11. NOT A CONTRACT FOR EMPLOYMENT

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

12. SECTION 409A

It is intended that this Award and any payments or benefits made or provided under the Plan or these Standard Terms and Conditions shall comply with Section 409A of the Code, or an exemption from or exception to Section 409A of the Code, and will be interpreted, applied and administered accordingly. Under no circumstances, however, shall the Company have any liability under the Plan or these Standard Terms and Conditions for any taxes, penalties or interest due on amounts paid or payable pursuant to the Plan or these Standard Terms and Conditions, including any taxes, penalties or interest imposed under Section 409A of the Code. To the extent any payment or benefit in respect of this Award is considered deferred compensation subject to (and not exempt from) the restrictions contained in Section 409A of the Code and to the extent the Participant is considered a specified employee (as determined in accordance with a uniform policy adopted by the Company with respect to all arrangements subject to Section 409A of the Code) at the time of his or her separation from service (as determined under Section 409A), such payment may not be made as a result of the Participant's separation from service before the date that is six months after the Participant's separation from service (or, if earlier, the Participant's death). Any payment that would otherwise be made during this period of delay shall be accumulated and paid on the sixth month plus one day following the Participant's separation from service (or, if earlier, as soon as administratively practicable after the Participant's death). To the extent required under Section 409A, any payment hereunder that may be made in connection with a Termination of Employment or any similar construct shall only be paid upon the Participant's separation from service. If the period during which an award payout may be made spans more than one calendar year, then the actual date of such payment shall be determined by the Administrator in its sole discretion, and in no event shall the Participant dictate or influence the timing of such payment.

13. CLAWBACK POLICY

The Participant hereby acknowledges and agrees that the Participant and the award evidenced by this Agreement are subject to the Company's Clawback Policy as

---

amended from time to time. To the extent the Participant is subject to the Policy, the terms and conditions of the Policy are hereby incorporated by reference into this Agreement.

14. NOTICES

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

If to the Company to:

AECOM  
13355 Noel Rd #400  
Dallas, Texas 75240  
Attention: Compensation Department

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

15. SEPARABILITY

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

16. HEADINGS

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

17. FURTHER ASSURANCES

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

18. BINDING EFFECT

---

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

19. DISPUTES

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

20. ELECTRONIC DELIVERY & ACKNOWLEDGEMENT

The Company may, in its sole discretion, decide to deliver any documents related to any awards granted under the Plan by electronic means or to request the Participant's consent to participate in the Plan by electronic means. By accepting the Award, the Participant consents to receive such documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company, and such consent shall remain in effect throughout the Participant's term of employment or service with the Company, and, thereafter, until withdrawn in writing by the Participant. **The Participant must accept the Award online at [www.benefits.ml.com](http://www.benefits.ml.com) before settlement of any Vested Units. If a Participant does not accept the Award within sixty (60) days after the Award is granted, the Company may, in the sole discretion of the Administrator, cancel the Award, in which case the Award shall be surrendered to the Company without payment of any consideration to the Participant.**

---



## **II. PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT (FOR U.S. BASED EMPLOYEES ONLY)**

**This PIIA (or Section II) applies to U.S. based employees only. Therefore, by accepting this Agreement, employees working outside of the U.S. shall not be deemed to have accepted or to otherwise be bound by this PIIA (or Section II), and instead any corresponding terms in any local agreement will control and apply.**

This PIIA sets forth in writing certain understandings and procedures applicable to my employment with AECOM (or its affiliates or subsidiaries as the case may be), and these understandings and procedures apply from the date of my initial employment with AECOM (my "Employment Date") even if this Agreement is signed by me and AECOM after the Employment Date.

1. **DUTIES.** In return for the compensation and benefits now and hereafter paid or provided to me, including without limitation, in consideration of the RSUs conferred by this Agreement, I hereby agree to perform those duties for AECOM as AECOM may designate from time to time. During my employment with AECOM, I further agree that I will (a) devote my best efforts to the interests of AECOM, (b) not engage in other employment or in any conduct that could either be in direct conflict with Company's interests or that could cause a material and substantial disruption to AECOM and (c) otherwise abide by all of AECOM's policies and procedures, including the Code of Conduct, as they may be established and updated from time to time. Furthermore, I will not reveal, disclose or otherwise make available to any unauthorized person any AECOM password or key, whether or not the password or key is assigned to me, or obtain, possess or use in any manner an AECOM password or key that is not assigned to me. I will use my best efforts to prevent the unauthorized use of any laptop or personal computer, peripheral device, cell phone, smartphone, personal digital assistant (PDA), software or related technical documentation that AECOM issues to me. I will not input, load or otherwise attempt any unauthorized use of software in any AECOM computer or other device, whether or not the computer or device is assigned to me. I acknowledge and agree that nothing in this PIIA alters the at-will nature of my employment with AECOM, and, as such, my employment with AECOM can be terminated at any time for any or no reason by either me or AECOM.

2. **"PROPRIETARY INFORMATION" DEFINITION.** "Proprietary Information" means (a) any information that is confidential or proprietary, technical or non-technical information of AECOM, including for example and without limitation, information that is a Company Innovation or is related to any Company Innovations (as defined in Section II, Paragraph 5 below), concepts, techniques, processes, methods, systems, designs, computer programs, source documentation, trade secrets, formulas, development or experimental work, work in progress, forecasts, proposed and future products, marketing plans, business plans, information about and the identities of customers and suppliers, employee information (such as compensation data and performance reviews except as related to my individual employment), competitive pricing and new business proposals, and any other nonpublic information that has commercial value and (b) any information AECOM has received from others that AECOM is

---

obligated to treat as confidential or proprietary, which may be made known to me by Company, a third party or otherwise that I may learn during my employment with AECOM.

3. OWNERSHIP AND NONDISCLOSURE OF PROPRIETARY INFORMATION. All

Proprietary Information and all worldwide patents (including, but not limited to, any and all patent applications, patents, continuations, continuation-in-parts, reissues, divisionals, substitutions, and extensions), copyrights, mask works, trade secrets and other worldwide intellectual property and other rights in and to the Proprietary Information are the property of AECOM, AECOM's assigns, AECOM's customers and AECOM's suppliers, as applicable. Subject to Section II, Paragraph 15 (Defend Trade Secrets Act), I will not disclose any Proprietary Information to anyone outside AECOM, and I will use and disclose Proprietary Information to those inside AECOM only as necessary to perform my duties as an employee of AECOM. Nothing in this PIIA will limit my ability to provide truthful information to any government agency regarding potentially unlawful conduct or as otherwise required by law; however, upon learning of any such requirement to disclose Proprietary Information, to the fullest extent legally permissible, I will immediately notify AECOM of the requirement and provide all reasonable assistance requested by AECOM to limit or contest the disclosure of Proprietary Information. If I have any questions as to whether information is Proprietary Information, or to whom, if anyone, inside AECOM, any Proprietary Information may be disclosed, I will ask my manager at AECOM.

4. "INNOVATIONS" AND "WORK PRODUCT" DEFINITIONS. In this PIIA, "Innovations" means all discoveries, designs, developments, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), trade secrets, know-how, negative know-how, ideas (whether or not protectable under trade secret laws), mask works, trademarks, service marks, trade names and trade dress. In this PIIA, "Work Product" means any Innovations, work product, deliverables, output, or other products in any form or format, provided or developed solely by me or jointly with others for the benefit of and/or use by AECOM and/or any AECOM client.

5. DISCLOSURE AND LICENSE OF PRIOR INNOVATIONS. I have listed on Exhibit A

(Prior Innovations) attached hereto all Innovations relating in any way to AECOM's business or demonstrably anticipated research and development or business (the "Company-Related Innovations"), that were conceived, reduced to practice, created, derived, developed, or made by me alone or jointly with others prior to my Employment Date and to which I retain any ownership rights or interest (these Company-Related Innovations are collectively referred to as the "Prior Innovations"). I represent that I have no rights in any Company-Related Innovations other than those Prior Innovations listed in Exhibit A (Prior Innovations). If nothing is listed on Exhibit A (Prior Innovations), I represent that there are no Prior Innovations as of my Employment Date. I hereby grant to AECOM and AECOM's designees a royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit all patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to any Prior Innovations that I incorporate, or permit to be incorporated, in any Work Product or Innovations that I, solely or jointly with others, create, derive, conceive, develop, make or reduce to practice within the scope of my employment with AECOM (the "Company Innovations").

---

Notwithstanding the foregoing, I will not incorporate, or permit to be incorporated, any Prior Innovations in any Company Innovations without AECOM's prior written consent.

6. DISCLOSURE AND ASSIGNMENT OF COMPANY INNOVATIONS. I will promptly disclose and describe to AECOM all Company Innovations. I hereby do irrevocably assign to AECOM or AECOM's designee all my right, title, and interest in and to any and all Company Innovations, which assignment operates automatically upon the conception of the Company Innovations. To the extent any of the rights, title and interest in and to Company Innovations cannot be assigned by me to AECOM, I hereby grant to AECOM an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit those non-assignable rights, title and interest, including, but not limited to, the right to make, use, sell, offer for sale, import, have made, have sold, reproduce, prepare derivative works based upon, distribute copies, perform publicly, and display, the Company Innovations. To the extent any of the rights, title and interest in and to Company Innovations can neither be assigned nor licensed by me to AECOM, I hereby irrevocably waive and agree never to assert the non-assignable and non-licensable rights, title and interest against AECOM, any of AECOM's successors in interest, or any of AECOM's customers.

7. FUTURE INNOVATIONS. I will disclose promptly in writing to AECOM all Innovations conceived, reduced to practice, created, derived, developed, or made by me during my employment with AECOM and for three (3) months thereafter, whether or not I believe the Innovations are subject to this PIIA, to permit a determination by AECOM as to whether or not the Innovations are or should be considered Company Innovations. AECOM will receive that information in confidence.

8. NOTICE OF NON-ASSIGNABLE INNOVATIONS (FOR CALIFORNIA EMPLOYEES ONLY). This PIIA does not apply to an Innovation that qualifies fully as a non-assignable invention under the provisions of Section 2870 of the California Labor Code. I have reviewed the notification in Exhibit B (Limited Exclusion Notification) and agree that my electronic acceptance of this Agreement acknowledges receipt of the notification. **This Paragraph 8 does not apply to employees that reside and perform services on behalf of AECOM outside of the State of California.**

9. COOPERATION IN PERFECTING RIGHTS TO COMPANY INNOVATIONS. I agree to perform, during and after my employment, all acts that AECOM deems necessary or desirable to permit and assist AECOM, at its expense, in obtaining and enforcing for AECOM or, at AECOM's election, AECOM's customers and/or other designees, the full benefits, enjoyment, rights and title throughout the world in the Company Innovations and all intellectual property rights therein as provided to AECOM under this PIIA, including hereby agreeing not to challenge the validity, enforceability or scope of any such intellectual property rights in the Company Innovations. If AECOM is unable for any reason to secure my signature to any document required to file, prosecute, register or memorialize the assignment of any rights or application or to enforce any right under any Company Innovations as provided under this PIIA, I hereby irrevocably designate and appoint AECOM and AECOM's duly authorized

---

officers and agents as my agents and attorneys-in-fact to act for and on my behalf and instead of me to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under the Innovations, all with the same legal force and effect as if executed by me. The foregoing is deemed a power coupled with an interest and is irrevocable.

10. AECOM COVENANTS. As a result of the relationship continued and the benefits conferred as a result of this Agreement, upon the execution of this Agreement by both parties, AECOM agrees that I am in, and will continue to be in a position of special trust and confidence, and it will provide me with: (a) an RSU grant as set forth in the Term Sheet and elsewhere in this Agreement; (b) Proprietary Information and access to such information; (c) specialized training, which may include self-study materials and course work, classroom training, on-line training, on the job training, and instruction as to AECOM's products, services, business relationships, and methods of operation; and (d) goodwill support such as expense reimbursements in accordance with AECOM's policies, Proprietary Information related to AECOM's current and prospective clients, customers, business associates, vendors, and suppliers, and contact and relationships with current and potential clients, customers, business associates, vendors, and suppliers to help me develop goodwill for AECOM. The foregoing is not contingent on my continued employment for any length of time but is contingent on my full compliance with the restrictions in Section II, Paragraph 11 below.

11. EMPLOYEE COVENANTS. I specifically acknowledge that the items described in Section II, Paragraph 10 above will be items that I have not previously been given and that I would not be given but for the execution and/or acceptance of this Agreement. I agree not to, directly or indirectly, participate in the unauthorized use, disclosure, or conversion of any Proprietary Information. Specifically, but without limitation, I agree not to use Proprietary Information for my sole benefit, or for the benefit of any person or entity in any way that harms AECOM or diminishes the value of the Proprietary Information to AECOM. I also agree to use the specialized training, goodwill, and contacts developed with AECOM's customers/clients and contractors for the exclusive benefit of AECOM, and I agree not to use these items at any time in a way that would harm the business interests of AECOM. However, nothing in this PIIA limits or prohibits me from reporting possible violations of law or regulation to any federal, state, or local government agency or entity, making other disclosures that are protected under whistleblower provisions of law, or receiving an award or monetary recovery pursuant to the U.S. Securities and Exchange Commission's whistleblower program. I understand I do not need prior authorization to make such reports or disclosures and am not required to notify AECOM if I have made or will make any such report or disclosure. Further, nothing in this PIIA prohibits me from: (a) reporting any good faith allegations of criminal conduct to appropriate officials; (b) participating in proceedings with appropriate federal, state, or local enforcement agencies; (c) making any truthful statements or disclosures permitted or required by law; (d) requesting or receiving confidential legal advice; or (e) testifying in an administrative, legislative, or judicial proceedings concerning alleged criminal conduct or alleged unlawful employment practices when required or requested pursuant to court order, subpoena, or written request by an appropriate agency or entity.

---

- a. **Goodwill with Customers.** I acknowledge that AECOM has near permanent relationships with its customers and owns the goodwill in those relationships with customers that I will develop or maintain in the course and scope of my employment with AECOM. If I owned goodwill in a relationship with a customer on the Employment Date, I hereby assign any and all such goodwill to AECOM, and AECOM shall become the owner of such goodwill.
- b. **Acknowledgment.** I acknowledge and agree that my services to be rendered to AECOM are of a special and unique character, that I will obtain knowledge and skill relevant to AECOM's business, its methods, and its strategies by virtue of my employment, and that the covenants and other terms and conditions of this PIIA are reasonable and reasonably necessary to protect the legitimate business interests of AECOM, including AECOM's trade secrets and other Proprietary Information, and are ancillary to the enforceable promises between me and AECOM in the other paragraphs and/or sections of this Agreement as well as my employment with AECOM. I further acknowledge and agree that the observance of the covenants set forth herein will not cause me undue hardship nor will it unreasonably interfere with my ability to earn a livelihood either during or following my employment with AECOM. Further, the parties acknowledge that the covenants in this Section II, Paragraph 11 are essential elements of this Agreement, and that, but for my agreement to comply with such covenants, AECOM would not have agreed to enter into this Agreement.
- c. **Non-solicitation of Customers (NOT APPLICABLE TO EMPLOYEES IN CALIFORNIA OR WASHINGTON D.C.).** In consideration of AECOM's covenants and promises set forth in Section II, Paragraph 10, and elsewhere in this Agreement with respect to the grant of RSUs, I agree that while I am employed by AECOM or any of its subsidiaries, and during the 12-month period immediately following the termination of my employment, regardless of the reason for such termination (the "Restricted Period"), I will not directly or indirectly solicit, cause to be solicited, assist, or otherwise be involved with the solicitation of, for purposes of providing Competitive Services, or in any way provide Competitive Services to, any Restricted Customer. For purposes of this Section, the term "Restricted Customer" shall mean any person or entity within the Restricted Territories who was a customer of AECOM during the 12-month period preceding the end of my employment with AECOM and about which I received Proprietary Information or with whom I had personal contact during the period of my employment. Also, the term "Competitive Services" shall include any services provided by AECOM at the time of my separation from employment or in the 12-month period preceding the end of my employment, and the term "Restricted Territories" shall include the United States and any international locations in which I performed work services on behalf of AECOM in the 12-month period preceding the end of my employment either in
-

person or on a remote basis.<sup>1</sup> **For the avoidance of doubt, this Paragraph 11(c) does not apply to employees that reside and perform services on behalf of AECOM in the State of California or in the District of Columbia. All other U.S. based employees shall be bound by this Paragraph 11(c).**

- d. **Non-solicitation of Employees and Contractors (NOT APPLICABLE TO EMPLOYEES IN CALIFORNIA).** In consideration of AECOM's covenants and promises set forth in Section II, Paragraph 10, and elsewhere in this Agreement with respect to the grant of RSUs, I agree that while I am employed by AECOM or any of its subsidiaries and during the Restricted Period, I will not solicit, encourage, or cause others to solicit or encourage any employees or independent contractors of AECOM to terminate their employment with AECOM. **For the avoidance of doubt, this Paragraph 11(d) does not apply to employees that reside and perform services on behalf of AECOM in the State of California. All other U.S. based employees shall be bound by this Paragraph 11(d).**
- e. **Tolling.** I agree that if I violate any of the terms of the restrictive covenant obligations in Paragraphs 11(c) or (d), the Restricted Period shall be extended by one day for each day that I failed to comply with the restriction at issue.

12. EARLY RESOLUTION CONFERENCE AND INVALID PROVISIONS. This PIIA is understood to be clear and enforceable as written and is executed by the parties on that basis. However, should I later challenge any provision as unclear, unenforceable, or inapplicable as to any restricted activity in which I intend to engage, I will first notify AECOM in writing and meet with a representative of AECOM and a neutral mediator (if AECOM elects to retain one at its expense) to discuss resolution of any disputes between us. I will provide this notification at least 14 days before I engage in any activity that could foreseeably fall within any restriction set forth herein, and I understand and agree that any failure by me to comply with this requirement shall waive my right to challenge the reasonable scope, clarity, applicability, or enforceability of the PIIA and its restrictions at a later time. All rights of the parties will be preserved if the early resolution conference requirement is complied with, even if no agreement is reached at the conference.

13. RETURN OF MATERIALS. At any time upon AECOM's request, and when my employment with AECOM is over, I will return all materials (whether in digital or printed form, and including, without limitation, documents, drawings, papers, diskettes and tapes) containing or disclosing any Proprietary Information (including all copies thereof), as well as any keys, pass cards, identification cards, computers, printers, pagers, cell phones,

---

<sup>1</sup> For employees located in and working in the State of Louisiana, "Restricted Territories" shall include specifically the parishes of Orleans, Jefferson, St. Charles, and St. Bernard in the State of Louisiana as well as any locations internationally and outside of the state of Louisiana in which the applicable employee performed work services on behalf of AECOM in the 12-month period preceding the end of employee's employment either in person or on a remote basis.

---

smartphones, personal digital assistants or similar items or devices that AECOM has provided to me. I will provide AECOM with a written certification of my compliance with my obligations under this Paragraph.

14. NO VIOLATION OF RIGHTS OF THIRD PARTIES. During my employment with AECOM, I will not (a) breach any agreement to keep in confidence any confidential or proprietary information, knowledge or data acquired by me prior to my employment with AECOM or (b) disclose to AECOM, or use or induce AECOM to use, any confidential or proprietary information or material belonging to any previous employer or any other third party. I am not currently a party, and will not become a party, to any other agreement that is in conflict, or will prevent me from complying, with this PIIA.

15. DEFEND TRADE SECRETS ACT. Pursuant to the Defend Trade Secrets Act of 2016, I acknowledge that I shall not have criminal or civil liability under any federal or state trade secret law for the disclosure of a trade secret that (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law, or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if I file a lawsuit for retaliation by AECOM for reporting a suspected violation of law, I may disclose the trade secret to my attorney and may use the trade secret information in the court proceeding, if I file any document containing the trade secret under seal and do not disclose the trade secret, except pursuant to court order.

16. SURVIVAL. This PIIA (a) shall survive my employment by AECOM and the date of any vesting or non-vesting events under this Agreement or the Plan, (b) does not in any way restrict my right to resign or the right of AECOM to terminate my employment at any time, for any reason or for no reason, (c) inures to the benefit of successors and assigns of AECOM, and (d) is binding upon my heirs and legal representatives.

17. INJUNCTIVE RELIEF. I agree and acknowledge that if I violate this PIIA: AECOM will suffer irreparable and continuing damage; that money damages would be insufficient to adequately compensate AECOM for such damage; that AECOM is entitled to injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages if appropriate), to the extent permitted by law; and that I shall not seek or require, and hereby waive, the need for AECOM to post a bond.

18. GOVERNING LAW. The laws of the United States of America and the state in which I reside and perform services on behalf of AECOM govern all matters arising out of or relating to this PIIA without giving effect to any conflict of law principles. Notwithstanding the foregoing, nothing in this paragraph shall impact any choice of law provisions applicable to the Agreement at large or Section II of this Agreement.

19. SEVERABILITY. If an arbitrator or court of law holds any provision of this PIIA to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to provide AECOM the maximum protection permitted by applicable law and (b) the legality, validity and enforceability of the remaining provisions of this PIIA shall not be affected.

---

20. WAIVER; MODIFICATION. If AECOM waives any term, provision or breach by me of this PIIA, such waiver shall not be effective unless it is in writing and signed by AECOM. No waiver shall constitute a waiver of any other or subsequent breach by me. This PIIA may be modified only if both AECOM and I consent in writing.
21. ASSIGNMENT. The rights and benefits of this Agreement shall extend to all successors and assigns of AECOM, whether by merger, reorganization, sale of assets, operation of law or otherwise.
22. ENTIRE AGREEMENT. For the avoidance of doubt, the foregoing terms will control over any conflicting terms in any offer letter I received, except to the extent I previously entered into a non-competition covenant or agreement to arbitrate claims or disputes relating to my employment, which covenant and/or agreement shall survive the acceptance and execution of this Agreement.
23. KNOWING AGREEMENT. You are hereby advised to, and represent and warrant that you have had an opportunity to, consult with independent legal counsel of your choice prior to signing this agreement. You further represent and warrant that you have been given a period of at least fourteen (14) calendar days to review this Agreement, you have read this document in its entirety, and fully or satisfactorily understand its content and effect, and that you have not been subject to any form of duress or coercion in connection with this Agreement, are completely satisfied with the terms reflected in this Agreement, and, accordingly, knowingly enter this Agreement and agree to be bound as described in this Agreement.
-



Exhibit A to PIIA

PRIOR INNOVATIONS

---

LIMITED EXCLUSION NOTIFICATION TO EMPLOYEES IN CALIFORNIA

THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between you and Company does not require you to assign or offer to assign to Company any invention that you developed entirely on your own time without using Company's equipment, supplies, facilities or trade secret information except for those inventions that either:

- (1) Relate at the time of conception or reduction to practice of the invention to Company's business, or actual or demonstrably anticipated research or development of Company; or
- (2) Result from any work performed by you for Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded by Section 2872, the provision is against the public policy of California and is unenforceable.

This limited exclusion does not apply to any patent or invention covered by a contract between Company and the United States or any of its agencies requiring full title to a patent or invention to be in the United States.

---

**Certification Pursuant to  
Rule 13a-14(a)/15d-14(a)**

I, W. Troy Rudd, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of AECOM;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: February 7, 2023

/S/ W. TROY RUDD  
\_\_\_\_\_  
W. Troy Rudd  
*Chief Executive Officer*  
*(Principal Executive Officer)*

---

**Certification Pursuant to  
Rule 13a-14(a)/15d-14(a)**

I, Gaurav Kapoor, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of AECOM;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: February 7, 2023

/S/ GAURAV KAPOOR  
\_\_\_\_\_  
Gaurav Kapoor  
Chief Financial Officer  
(Principal Financial Officer)

---

**Certification Pursuant to  
18 U.S.C. Section 1350**

In connection with the Annual Report of AECOM (the "Company") on Form 10-Q for the quarterly period ended December 31, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), we, W. Troy Rudd, Chief Executive Officer of the Company, and Gaurav Kapoor, Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to our knowledge:

1. The Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/S/ W. TROY RUDD

W. Troy Rudd  
*Chief Executive Officer*  
February 7, 2023

/S/ GAURAV KAPOOR

Gaurav Kapoor  
*Chief Financial Officer*  
February 7, 2023

---