

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): November 6, 2024

Amentum Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-42176
(Commission
File Number)

99-0622272
(I.R.S. Employer
Identification No.)

**4800 Westfields Blvd., Suite #400
Chantilly, Virginia 20151
(703) 579-0410**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the Registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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	AMTM	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging Growth Company

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.

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

On November 6, 2024, Amentum Holdings, Inc. (the “Company”), approved the Amentum Holdings, Inc. Severance Plan for Key Employees (the “Severance Plan”), forms of award agreements to evidence awards of restricted stock units (“RSUs”) granted to employees (the “RSU Award Agreement”), RSUs granted to non-employee directors (the “Non-Employee Director RSU Award Agreement”) and RSUs that vest subject to performance-based criteria (“PSUs”) (the “PSU Award Agreement” and collectively with the RSU Award Agreement and Non-Employee Director RSU Award Agreement, the “Award Agreements”) and an employment agreement (each, an “Employment Agreement”) with each of Steven J. Demetriou, John E. Heller, Stephen Arnette and Travis B. Johnson (the “Executives”). The Severance Plan, each Award Agreement and each Employment Agreement was approved by the Compensation Committee of the Company’s Board of Directors (the “Committee”). A summary description of each is set forth below. Capitalized terms used and not otherwise defined herein shall have the meanings specified in the relevant plan or agreement.

Amentum Holdings, Inc. Severance Plan for Key Employees

The Severance Plan is effective as of November 6, 2024. The Severance Plan is intended to be a top-hat welfare benefit plan under ERISA. The primary purpose of the Severance Plan is to provide assurances of specified benefits to certain executives of the Company, including the Company’s named executive officers, in the event of certain terminations of employment as described in the Severance Plan.

The Committee serves as the administrator of the Severance Plan and selects those executive officers and other employees of the Company and its affiliates who will be eligible to participate in the Severance Plan (referred to as “Eligible Executives”).

Eligible Executives are entitled to certain benefits under the Severance Plan if the Eligible Executive experiences an “Involuntary Termination” or an Involuntary Termination during the “Change in Control Period” as such terms are defined under the Severance Plan. An Involuntary Termination occurs either when the Eligible Executive terminates his or her employment with the Company and its affiliates for “Good Reason” or the Eligible Executive is terminated for a reason other than “Cause,” the Eligible Executive’s death or Disability, in each case, as such terms are defined under the Severance Plan. An Involuntary Termination during the “Change in Control Period” is generally defined to be an Involuntary Termination occurring between three months prior to and 24 months following a “Change in Control” as such terms are defined in the Severance Plan. No Eligible Executive is entitled to severance benefits under the Severance Plan unless the executive enters into a release agreement with the Company within the time period following his or her termination specified in the Severance Plan.

If an Eligible Executive experiences an Involuntary Termination and executes a release, the Eligible Executive is entitled to the following benefits under the Severance Plan:

- *Payments.* The Eligible Executive will be paid the following amounts in a single lump sum on or before the 70th day after the Eligible Executive’s Involuntary Termination:
 - o The sum of the Eligible Executive’s “Annual Base Salary” and “Average Annual Bonus,” as such terms are defined in the Severance Plan multiplied by the “Severance Multiplier” (which is 1.5 for the chief financial officer and the chief operating officer and 1 for all other participants (provided that the severance multiplier is not applicable to the executive chair or the chief executive officer));
 - o An amount in cash equal to the Eligible Executive’s “Target Annual Bonus” multiplied by the “Proration Factor,” as such terms are defined in the Severance Plan; and
 - o During the “Severance Period (as described below),” if the Eligible Executive elects under COBRA, to continue medical and dental coverage at the same benefit levels as provided to

active executive officers, a lump sum cash payment in an amount sufficient to cover the total amount of the monthly medical and dental insurance premiums payable by the Eligible Executive for continued benefits coverage pursuant to COBRA immediately prior to such Eligible Executive's Involuntary Termination; (b) a monthly cash payment grossed up for taxes to permit the Eligible Executive to purchase life insurance coverage at the same benefit level as currently provided to active executive officers and at the same cost to the Eligible Executive as is generally provided to active executive officers; and (c) a lump cash payment to permit the Eligible Executive to receive continued financial planning services at the same benefit level as currently provided to active executive officers. The Severance Plan provides that the Severance Period is 18 months for the chief financial officer and the chief operating officer and 12 months for all other participants (provided that the severance period is not applicable to the executive chair or the chief executive officer).

- *Outplacement Services.* The Company will reimburse an Eligible Executive for reasonable outplacement services to be provided by a service provider selected by the Company during the Severance Period.

If an Eligible Executive experiences an Involuntary Termination during the Change in Control Period and executes a release, the Eligible Executive is entitled to the following benefits under the Severance Plan:

- *Payments.* The Eligible Executive will be paid the following amounts in a single lump sum on or before the 70th day after the Eligible Executive's Involuntary Termination:
 - o The sum of the Eligible Executive's "Annual Base Salary" and "Average Annual Bonus," as such terms are defined in the Severance Plan multiplied by the "CIC Severance Multiplier," (which is 2 for the executive chair and the chief executive officer, 1.5 for the chief financial officer and the chief operating officer and 1 for all other participants);
 - o An amount in cash equal to the Eligible Executive's "Target Annual Bonus" multiplied by the "Proration Factor," as such terms are defined in the Severance Plan;
 - o During the "CIC Severance Period (as described below)," if the Eligible Executive elects under COBRA, to continue medical and dental coverage at the same benefit levels as provided to active executive officers, a lump sum cash payment in an amount sufficient to cover the total amount of the monthly medical and dental insurance premiums payable by the Eligible Executive for continued benefits coverage pursuant to COBRA immediately prior to such Eligible Executive's Involuntary Termination; (b) a monthly cash payment grossed up for taxes to permit the Eligible Executive to purchase life insurance coverage at the same benefit level as currently provided to active executive officers and at the same cost to the Eligible Executive as is generally provided to active executive officers; and (c) a lump cash payment to permit the Eligible Executive to receive continued financial planning services at the same benefit level as currently provided to active Executive Officers. The Severance Plan provides that the CIC Severance Period is 24 months for the executive chair and the chief executive officer, 18 months for the chief financial officer and the chief operating officer and 12 months for all other participants; and
 - o The Eligible Executive's equity awards that remain unvested as of the date of the Eligible Executive's Involuntary Termination will accelerate in full and, to the extent applicable, become immediately exercisable, with any outstanding performance-based vesting conditions deemed achieved at the level of on target performance.
- *Outplacement Services.* The Company will reimburse an Eligible Executive for reasonable outplacement services to be provided by a service provider selected by the Company during the CIC Severance Period.

The Severance Plan does not provide for a gross-up payment to the Eligible Executive in the event that the Eligible Executive is subject to an excise tax under Section 4999(a) of the Internal Revenue Code of 1986, as amended (the “Code”). The payments or benefits will be reduced by the amount required to avoid the excise tax, if such reduction would give the Eligible Executive a better after-tax result than if the Eligible Executive received the full payments and benefits and paid the excise tax. The Severance Plan contains provisions for adjustment to the timing of payments to minimize accelerated or additional tax pursuant to Section 409A of the Code. Claims for benefits under the Severance Plan are governed by the Severance Plan’s claims procedure. If an Eligible Executive is a party to an agreement with the Company or its affiliates that provides benefits upon an Involuntary Termination or a Change in Control (or a similar phrase), the Eligible Executive will be entitled to receive either the aggregate payments and benefits pursuant to the Severance Plan or such agreement(s), whichever is greater, but not both.

The foregoing description of the Severance Plan is hereby qualified in its entirety by reference to the full text of the Severance Plan, which is filed herewith as Exhibit 10.1 and incorporated by reference herein.

Forms of RSU Award Agreement, Non-Employee Director RSU Award Agreement and PSU Award Agreement

On November 6, 2024, the Committee adopted the Award Agreements to be granted under Amentum Holdings, Inc. 2024 Stock Incentive Plan (the “Equity Plan”). Each of the Award Agreements (a) provides for the grant of RSUs or PSUs, respectively, to an Eligible Individual under and as defined in the Equity Plan, which may, among other things, be subject to (i) vesting in accordance with the vesting schedule provided in the applicable grant notice (RSUs will vest based on continued service while the PSUs will vest based on the achievement of performance criteria during the performance period) and (ii) certain transfer restrictions, and (b) authorizes the Company to cause shares to be sold on the Eligible Individual’s account to cover applicable withholding taxes due upon vesting of the shares underlying the RSUs or PSUs, as applicable. The Non-Employee Director RSU Award Agreement also provides that all of the RSUs will vest in full immediately prior to a change in control (as defined in the Equity Plan), subject to the holder’s continued service through such date.

The foregoing description of the Award Agreements is hereby qualified in its entirety by reference to the full text of the Award Agreements, which are filed herewith as Exhibits 10.2, 10.3 and 10.4 and incorporated by reference herein.

Employment Agreements with Messrs. Demetriou, Heller, Arnette and Johnson

Each Employment Agreement sets forth the applicable Executive’s current position and provides for an annual base salary, a target annual performance bonus as a percentage of annual base salary, the reimbursement of business expenses, eligibility to participate in the Company’s long-term incentive compensation plans and any employee benefit plan maintained by the Company for the benefit of its employees generally and severance benefits upon certain Involuntary Terminations of employment, as described in more detail below. The terms of the Employment Agreements are similar, except to the extent indicated below.

Position; Base Salary; Annual Bonus; Long-Term Incentive Compensation Eligibility

Each Employment Agreement includes the Executive’s position, annual base salary, and target annual bonus as a percentage of annual base salary as follows:

- Mr. Demetriou is employed as Executive Chair of the Company with compensation for two years following September 27, 2024 (the “Initial Term”) that shall include an annual base salary equal to \$1,250,000 and a target annual bonus equal to 100% of his annual base salary with the same performance conditions applicable to the annual bonus payable to the Chief Executive Officer (the “Annual Bonus”). If Mr. Demetriou remains employed through the Initial Term, he shall be entitled to payment of the full earned Annual Bonus for fiscal year 2026 regardless of whether he remains employed through the applicable payment date. Mr. Demetriou is eligible to participate in the long-term incentive compensation plans of the

Company with a target annual long-term incentive award equal to \$2,500,000 per year. Each long-term incentive award granted to Mr. Demetriou during the Initial Term shall vest no later than the first anniversary of the date of grant, subject solely to continued service through the applicable vesting date(s). If Mr. Demetriou remains employed through the Initial Term, he shall be entitled to vest in the full long-term incentive award granted for fiscal year 2026 regardless of whether he remains employed through the first anniversary of the date of grant (or any earlier vesting date(s)) of such award. Following the Initial Term, if Mr. Demetriou continues in the role of Executive Chair, compensation will then be determined by the Committee.

- Mr. Heller is employed as Chief Executive Officer of the Company with an annual base salary equal to \$1,225,000 and a target annual bonus equal to 140% of his annual base salary. Mr. Heller is eligible to participate in the long-term incentive compensation plans of the Company.
- Mr. Arnette is employed as Chief Operating Officer of the Company with an annual base salary equal to \$750,000 and a target annual bonus equal to 100% of his annual base salary. Mr. Arnette is eligible to participate in the long-term incentive compensation plans of the Company.
- Mr. Johnson is employed as Chief Financial Officer of the Company with an annual base salary equal to \$650,000 and a target annual bonus equal to 100% of his annual base salary. Mr. Johnson is eligible to participate in the long-term incentive compensation plans of the Company.

Each of Mr. Demetriou and Mr. Heller will also serve (for Mr. Demetriou, such service will be during the Initial Term) as a member of the Board of Directors of the Company without any additional compensation for such service. Mr. Demetriou's Employment Agreement commits the Company to nominate Mr. Demetriou for reelection to the Board at each annual meeting of the Company during the Initial Term.

Severance

Severance upon Termination for Cause or without Good Reason

In the event that the Company terminates the Executive for "Cause" or if the Executive elects to terminate employment with the Company without "Good Reason," each as defined in each Employment Agreement, or, for Mr. Demetriou, in each case, during the Initial Term, or Mr. Demetriou's employment is terminated for any reason on or following the Initial Term, the Executive is entitled to receive accrued and unpaid base salary and annual bonus as well as unreimbursed business expenses properly incurred by the Executive through the date of termination (the "Accrued Rights").

Severance upon Termination without Cause or for Good Reason

For Messrs. Heller, Johnson and Arnette, each Employment Agreement provides for a subset or all of the following payments in the event the Company terminates the Executive's employment without "Cause" or, in the case of all the Employment Agreements for the Executives, if the Executive resigns for "Good Reason," subject to the Executive's execution of an effective release of claims in favor of the Company:

- (a) the Accrued Rights;
- (b) severance equal to the following for each Executive, each payable in equal installments through the date that is 18 months after the date of the Executive's termination of employment (the "Severance Period"):
 - a. For Mr. Demetriou and Mr. Arnette, 1.5 times the sum of the annual base salary and target annual bonus; and
 - b. For Messrs. Heller and Johnson, 1.5 times the sum of the annual base salary and the average bonus paid to the Executive for the three fiscal years (or such lesser number of fiscal years that the Executive was employed by the Company) prior to the year in which the Executive's termination occurs;
- (c) a prorated annual bonus for the fiscal year in which the termination occurs, based on actual performance (the "Pro-Rata Bonus");

- (d) if the Executive elects continued coverage under COBRA, a lump sum cash payment in an amount sufficient to cover the Executive's medical and dental insurance premiums during the Severance Period;
- (e) monthly cash payments (including reimbursement for taxes) to permit the Executive to purchase life insurance coverage at the same benefit level and cost as provided to active senior management employees of the Company during the Severance Period;
- (f) a lump sum cash payment in an amount sufficient to cover the annual premium for the continued receipt of financial planning services during the Severance Period;
- (g) reasonable outplacement services during the Severance Period; and
- (h) in the case of Mr. Demetriou, any unvested long-term incentive award granted to him during the Initial Term shall immediately vest and settle as of such date of termination, and in the case of Mr. Arnette, if he is terminated prior to the first anniversary of the Closing Date without Cause or resigns for Good Reason, any unvested long-term incentive award held by him shall immediately vest to the extent they would have vested if he had incurred a termination of employment under the terms of Jacobs' Executive Severance Plan (taking into account any applicable pro ration and other terms and conditions), as in effect on the Closing Date, and, to the extent so vested, settle as of such date of termination.

Severance upon Death or Disability

In the event any Executive's employment terminates as a result of the Executive's death or disability, the Executive or the Executive's estate, as the case may be, will be entitled to receive the Accrued Rights and the Pro-Rata Bonus. In the case of Mr. Demetriou, any unvested long-term incentive award granted to him during the Initial Term shall immediately vest and settle as of such date of termination due to death or disability. In the case of Mr. Arnette, if the termination occurs prior to the first anniversary of the closing date of the Transaction (the "Closing Date"), any unvested long-term incentive awards of the Company held by Mr. Arnette as of the date of such termination shall immediately vest to the extent they would have vested if he had incurred a termination of employment under the terms of Jacobs' Executive Severance Plan (taking into account any applicable pro ration and other terms and conditions), as in effect on the Closing Date, and, to the extent so vested, settle as of such date of termination.

Other Terms and Provisions

The Employment Agreements include non-competition, non-solicitation of employees and customer restrictions, non-disclosure of confidential information and other customary restrictive covenants.

The Employment Agreements provide that if any payments or benefits provided to the Executive would constitute excess parachute payments within the meaning of Section 280G of the Code, and would be subject to the excise tax imposed under Section 4999 of the Code, the payments or benefits will be reduced by the amount required to avoid the excise tax, if such reduction would give the Executive a better after-tax result than if he received the full payments and benefits and paid the excise tax.

Term of the Employment Agreements

During the Initial Term, Mr. Demetriou's employment may not be terminated other than by the Company for Cause or as a result of his death or disability. Such employment with the Company is "at will" following the initial term if Mr. Demetriou continues in his role as Executive Chair of the Company.

The initial term of the employment of each of Mr. Heller, Mr. Johnson and Mr. Arnette is two years from the Closing Date, which term will automatically renew for subsequent one-year terms unless either party provides notice of non-renewal at least 60 days prior to the end of the then-current term. Such employment with the Company is "at will" and, subject to certain provisions of the Employment Agreements, such employment under the Employment Agreements may be terminated by the Company or the applicable Executive at any time and for any reason, with or without prior notice.

The foregoing description of each of the Employment Agreements is hereby qualified in its entirety by reference to the full text of each of the Employment Agreements, which are filed herewith as Exhibits 10.5, 10.6, 10.7 and 10.8 and incorporated by reference herein.

RSU Awards for Messrs. Heller, Arnette and Johnson

On November 6, 2024, the Company awarded Messrs. Heller, Arnette and Johnson RSUs in the amount of \$1,000,000, \$750,000 and \$750,000, respectively, subject to the terms of the Plan and respective Employment Agreements. One-half of the RSUs shall vest on the 18th month and three-year anniversaries of the date of grant.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Amentum Holdings, Inc. Severance Plan for Key Employees
10.2	Form of Restricted Stock Unit Award Agreement for grants under the Amentum Holdings, Inc. 2024 Stock Incentive Plan
10.3	Form of Non-Employee Director Restricted Stock Unit Award Agreement for grants under the Amentum Holdings, Inc. 2024 Stock Incentive Plan
10.4	Form of Performance Share Unit Award Agreement for grants under the Amentum Holdings, Inc. 2024 Stock Incentive Plan
10.5	Employment Agreement by and between Steven J. Demetriou and Amentum Holdings, Inc.
10.6	Employment Agreement by and between John E. Heller and Amentum Holdings, Inc.
10.7	Employment Agreement by and between Travis B. Johnson and Amentum Holdings, Inc.
10.8	Employment Agreement by and between Stephen Arnette and Amentum Holdings, Inc.
104	The cover page from this Current Report on Form 8-K, formatted in Inline XBRL

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 hereunto duly authorized.

AMENTUM HOLDINGS, INC.

Date: November 13, 2024

By: /s/ Paul W. Cobb, Jr.

Name: Paul W. Cobb, Jr.

Title: Secretary

Amentum Holdings, Inc.

SEVERANCE PLAN FOR KEY EMPLOYEES

1. Introduction. The purpose of this Amentum Holdings, Inc. Severance Plan for Key Employees is to provide assurances of specified benefits to key employees of the Company and its Affiliates in the event of certain terminations of employment as described in this Plan (as such terms are defined below). This Plan is an “employee welfare benefit plan”, as defined in Section 3(1) of ERISA, established solely for the purpose of providing severance benefits to a select group of management or highly compensated employees within the meaning of regulations published by the Secretary of Labor at Title 29, Code of Federal Regulations § 2520.104-24, (i.e., a “top hat” plan), and will be construed accordingly. This document constitutes both the written instrument under which this Plan is maintained and the required summary plan description for this Plan. This Plan shall be effective as of the Effective Date (as defined below).

2. Definitions. As used herein, the following definitions will apply:

2.1. “Administrator” means (a) the Board or any committee thereof or (b) to the extent consistent with the Company’s governing documents and any applicable laws or regulations, any officer of the Company to whom the Board has delegated any authority or responsibility with respect to this Plan pursuant to Section 11, but only to the extent of such delegation; provided that, unless otherwise determined by the Board, the Company’s Chief People Officer (or, if no officer with such title exists, the officer performing the functions customarily associated with such title) shall be deemed to have been delegated the authority necessary to administer this Plan to the extent permitted under applicable laws, regulations and listing requirements.

2.2. “Affiliate” means any corporation or any other entity (including, but not limited to, partnerships and joint ventures) controlling, controlled by, or under common control with the Company.

2.3. “Annual Base Salary” means the Participant’s annual base salary as in effect as of the date of the Participant’s Involuntary Termination (without regard to any reduction that would constitute Good Reason).

2.4. “Average Annual Bonus” means the average of all annual bonuses paid or payable to the Participant in respect of the three fiscal years ended prior to the fiscal year in which the employment of the Participant is terminated (or, if the Participant was not employed by the Company during each of such fiscal years, such lesser number of fiscal years during which the Participant was so employed); provided that for purposes of calculating “Average Annual Bonus”, (a) any pro-rated annual bonus awarded to the Participant for a fiscal year in which the Participant was employed for less than the full fiscal year shall be annualized, (b) the annual bonus for the last of the three fiscal years utilized in this calculation shall be disregarded (and the Participant shall be treated as if he or she were not employed during such fiscal year) if the annual bonus for that year (i) has not been paid because the Participant was terminated prior to the scheduled date for payment of such annual bonus or (ii) was paid based on an adverse change to the Participant’s Target Annual Bonus and (c) if, as of the date of the Participant’s termination of employment, the Participant was not employed by the Company for at least a completed fiscal year, then the term “Average Annual Bonus” shall mean the Participant’s Target Annual Bonus.

2.5. “Board” means the board of directors of the Company.

2.6. “Cause” means, with respect to a Participant, (a) the definition of “Cause” (or words of similar import) set forth in any Individual Agreement in effect at the time of the termination of the Participant’s employment or (b) if there is no such Individual Agreement or such term is not defined therein, as determined by the Administrator in good faith, the Participant’s: (i) intentional failure to perform assigned duties; (ii) willful violation of any law, rule or regulation in connection with the performance of duties (other than traffic violations or similar offenses) or conviction of or plea of nolo contendere to a felony or a crime of moral turpitude; (iii) personal dishonesty or willful misconduct in the performance of duties, which causes or threatens to cause material injury to the Company or any of its Affiliates, including any reputational harm; (iv) breach of fiduciary duties owed by Participant to the Company or any of its Affiliates; (v) material failure to comply with the Company’s code of conduct, employment practices or written policies; (vi) material breach of any of the terms contained in any Individual Agreement; or (vii) failure to cooperate in good faith with a governmental or internal investigation of the Company, any Affiliate or any of their respect directors, officers or employees, if the Company has requested the Participant’s cooperation.

2.7. “Certificate of Incorporation” means the Company’s Certificate of Incorporation, as may be amended from time to time.

2.8. “Change in Control” means the occurrence of any of the following events:

(a) a merger, reorganization, consolidation or similar form of business transaction directly involving the Company or indirectly involving the Company through one or more intermediaries, unless, immediately following such transaction, more than 50% of the voting power of the then-outstanding voting stock or other securities of the Person resulting from consummation of the transaction (which Person may be any parent corporation that as a result of the transaction owns directly or indirectly the Company and all or substantially all of the Company’s assets) entitled to vote generally in elections of directors of such Person is held by the existing Company stockholders (determined immediately prior to the transaction and related transactions);

(b) a single transaction or series of related transactions in which a Person (other than any employee benefit plan of the Company or an Affiliate, or any trustee or other fiduciary holding securities under an employee benefit plan of the Company or an Affiliate) is or becomes the beneficial owner (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing more than 50% of the outstanding voting power of the Company’s then-outstanding voting securities;

(c) a single transaction or series of related transactions in which the Company, directly or indirectly, sells, assigns, conveys, transfers, leases or otherwise disposes of all or substantially all of its assets to another Person other than an Affiliate;

(d) at any time during any period of two consecutive years (not including any period prior to the Effective Date) individuals who at the beginning of such period constituted the Board (the “Incumbent Directors”) cease for any reason to constitute at least a majority thereof; provided, however, that, any individual becoming a member of the Board subsequent to the first day of such period whose election, or nomination for election, by the Company’s stockholders was approved by a vote of at least a majority of the Incumbent Directors shall be considered as though such individual were an Incumbent Director, but excluding, for purposes of this proviso, any such individual whose initial

assumption of office occurs as a result of, or in connection with, an actual or threatened proxy contest with respect to the election or removal of Board members or other actual or threatened solicitation of proxies or consents by or on behalf of any Person or Persons (whether or not acting in concert) other than the Board; or

(e) the liquidation or dissolution of the Company.

Notwithstanding anything to the contrary herein, a Change in Control will not be deemed to have occurred by virtue of (i) the consummation of any transaction or series of related transactions immediately following which the Company’s stockholders immediately prior to the transaction or series of transactions continue to have substantially the same proportionate ownership and voting power in an entity which owns all or substantially all of the assets of the Company immediately following the transaction or series of transactions, (ii) any acquisition of additional securities of the Company or voting power with respect to the Common Stock by any or some combination of the Specified Stockholders (as defined below), (iii) any acquisition or disposition of shares of Common Stock by the Specified Stockholders or change in the total voting power of the Common Stock held by the Specified Stockholders as a result of any change in the voting power of the holders of Common Stock, including solely as a result of any decrease in the total number of shares of Common Stock, as applicable, outstanding or (iv) the consummation of the transactions contemplated by the Merger Agreement or any other Transaction Document (as defined in the Merger Agreement).

2.9. “Change in Control Period” means the time period beginning on the date that is 3 months prior to a Change in Control and ending on the date that is 24 months following a Change in Control.

2.10. “CIC Severance Multiplier” means the following based on the Participant’s position with the Company (if a Participant holds more than one position, only one CIC Severance Multiplier will apply, as determined by the Administrator in its sole discretion):

Participant’s Position	CIC Severance Multiplier
Executive Chair or Chief Executive Officer	2
Chief Financial Officer or Chief Operating Officer	1.5
All Other Participants	1

2.11. “CIC Severance Period” means the following based on the Participant’s position with the Company (if a Participant holds more than one position, only one Severance Period will apply, as determined by the Administrator in its sole discretion):

Participant’s Position	CIC Severance Period
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Executive Chair or Chief Executive Officer	24 months
Chief Financial Officer or Chief Operating Officer	18 months
All Other Participants	12 months

2.12. “COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

2.13. “Code” means the U.S. Internal Revenue Code of 1986, as amended.

2.14. “Common Stock” means the Company’s Common Stock, par value \$0.01 per share.

2.15. “Company” means Amentum Holdings, Inc., a Delaware corporation, or any successor thereto.

2.16. “Disability” means a Participant’s inability to perform the customary duties of his or her position of employment by reason of any medically determinable physical or mental impairment that can be expected to result in death or that can be expected to last for a continuous period of not less than 12 months. The Administrator may require such medical or other evidence as it deems necessary to judge the nature and permanency of the Participant’s condition.

2.17. “Effective Date” means November 6, 2024.

2.18. “Equity Awards” means a Participant’s outstanding stock options, stock appreciation rights, restricted stock, restricted stock units, performance shares, performance stock units and other equity-based awards, in each case, with respect to the Common Stock.

2.19. “ERISA” means the Employee Retirement Income Security Act of 1974, as amended, including the rules and regulations promulgated thereunder.

2.20. “Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended, including the rules and regulations promulgated thereunder.

2.21. “Executive Officer” means an “executive officer”, as defined in Rule 3b-7 under the Exchange Act, with respect to the Company (or, if the Company is no longer a public company, individuals who would be such an executive officer if the Company was a public company).

2.22. “Good Reason” means, with respect to a Participant, (a) the definition of “Good Reason” (or words of similar import) set forth in any Individual Agreement in effect at the time of the termination of the Participant’s employment or (b) if there is no such Individual Agreement or such term is not defined therein, the occurrence of one or more of the following (through a single action or series of actions) without the Participant’s written consent: (i) (A) outside of a Change in Control Period, a material reduction (i.e., 10% or greater) in the Participant’s annual base salary or target annual cash bonus amount other than as part of an across-the-board proportional reduction applicable to similarly situated employees of the Company and (B) during a Change in Control Period, a reduction in the Participant’s

annual base salary or target annual cash bonus amount, provided that in each case, “annual cash bonus amount” shall not include one-time bonuses such as sign-on, spot and relocation bonuses; (ii) a change in the geographic location of the Participant’s primary work facility or location by more than 50 miles from its current primary location other than travel reasonably required in the performance of the Participant’s responsibilities; provided that such relocation also increases the Participant’s commute by at least 25 miles; or (iii) in the case of the Chief Executive Officer or a Participant who reports directly to the Chief Executive Officer, a material adverse change in such Participant’s duties or responsibilities; provided, however, that a change resulting solely because the Company reorganizes one or more business units, its functional organization or its reporting relationships, other than during the Change in Control Period, will not be considered a material adverse change in the Participant’s duties or responsibilities.

Notwithstanding the foregoing, the Participant will be not entitled to resign for Good Reason without first providing the Company with written notice of the acts or omissions constituting the grounds for “Good Reason” within 60 days of the initial existence of the grounds for “Good Reason” and the Company fails to reasonably cure such grounds within a reasonable cure period of not less than 30 days following the date of such notice. In addition, the Participant’s resignation will not qualify as a resignation for “Good Reason” unless (A) the grounds for “Good Reason” are not reasonably cured within the cure period specified in the preceding sentence and (B) the Participant resigns within 60 days following the end of such cure period.

2.23. “Individual Agreement” means, as to any Participant, any agreement as may be in effect from time to time between the Participant and the Company (or any Affiliate) that provides for benefits upon an Involuntary Termination or upon a change in control (or similar phrase).

2.24. “Involuntary Termination” means a termination of the Participant’s employment with the Company and its Affiliates (a) by the Participant for Good Reason or (b) by the Company and its Affiliates for a reason other than Cause, the Participant’s death or Disability. For the avoidance of doubt, a transfer of the Participant’s employment or service from one business group, including corporate groups, or Affiliate of the Company to another business group or Affiliate of the Company shall not be considered an Involuntary Termination of the Participant’s employment with the Company and its Affiliates.

2.25. “Merger Agreement” means that Agreement and Plan of Merger, dated as of November 20, 2023, by and among Jacobs Solutions Inc., Amazon Holdco Inc., Amentum Parent Holdings LLC and Amentum Joint Venture LP.

2.26. “Participant” means any Executive Officer of the Company and any other employee of the Company or of any Affiliate of the Company who has been designated by the Board to participate in this Plan either by position or by name.

2.27. “Person” means any individual, corporation, firm, partnership, joint venture, limited liability company, estate, trust, business association, organization, governmental entity or other entity, or a “group” within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act.

2.28. “Plan” means this Amentum Holdings, Inc. Severance Plan for Key Employees.

2.29. “Proration Factor” means a fraction, the numerator of which is the number of days the Participant worked during the fiscal year in which such Participant’s Involuntary Termination occurred through and including the date of such Participant’s Involuntary Termination and the denominator of which is the number of days in such fiscal year.

2.30. “Section 280G” means Section 280G of the Code, including the rules and regulations promulgated thereunder.

2.31. “Section 409A” means Section 409A of the Code, as amended, including the rules and regulations promulgated thereunder, or any state law equivalent.

2.32. “Severance Benefits” means the compensation and other benefits that the Participant will be provided in the event of an Involuntary Termination.

2.33. “Severance Multiplier” means the following based on the Participant’s position with the Company (if a Participant holds more than one position, only one Severance Multiplier will apply, as determined by the Administrator in its sole discretion):

Participant’s Position	Severance Multiplier
Executive Chair or Chief Executive Officer	N/A
Chief Financial Officer or Chief Operating Officer	1.5
All Other Participants	1

2.34. “Severance Period” means the following based on the Participant’s position with the Company (if a Participant holds more than one position, only one Severance Period will apply, as determined by the Administrator in its sole discretion):

Participant’s Position	Severance Period
Executive Chair or Chief Executive Officer	N/A
Chief Financial Officer or Chief Operating Officer	18 months
All Other Participants	12 months

2.35. “Specified Stockholder” means, individually or collectively (in any combination thereof), each of (i) Jacobs Solutions Inc. and its Affiliates, (ii) Amentum Joint Venture L.P. (“Amentum JV”) and (iii) each of the equityholders of Amentum JV and each of their Affiliates.

2.36. “Target Annual Bonus” means the Participant’s target annual cash bonus amount for the year of the Participant’s Involuntary Termination (without regard to any reduction that would constitute Good Reason).

3. Eligibility for Severance Benefits. A Participant is eligible for Severance Benefits, as described in Sections 4 and 5, only if he or she experiences an Involuntary Termination.

4. Involuntary Termination not within the Change in Control Period. Subject to the Participant's compliance with Section 7, upon an Involuntary Termination that is not within the Change in Control Period, the Participant will be eligible to receive the following Severance Benefits, subject to the terms and conditions of this Plan:

4.1. Cash Severance. An amount in cash equal to (a) the sum of the Participant's Annual Base Salary and Average Annual Bonus multiplied by (b) the Severance Multiplier, payable, subject to Section 9, in a single lump sum on or before the 70th day after the Participant's Involuntary Termination;

4.2. Prorated Bonus. An amount in cash equal to (a) the Participant's Target Annual Bonus multiplied by (b) the Proration Factor, payable, subject to Section 9, in a single lump sum on or before the 70th day after the Participant's Involuntary Termination;

4.3. Medical, Dental, Life Insurance and Financial Planning Benefits Continuation. During the Severance Period, the Participant and the Participant's dependents shall receive the following benefits: (a) if the Participant timely and properly elects continued coverage pursuant to COBRA, medical and dental coverage at the same benefit levels as provided to active Executive Officers, a lump sum cash payment in an amount sufficient to cover the total amount of the monthly medical and dental insurance premiums payable by the Participant for continued benefits coverage pursuant to COBRA immediately prior to such Participant's Involuntary Termination; (b) a monthly cash payment grossed up for taxes to permit the Participant to purchase life insurance coverage at the same benefit level as currently provided to active Executive Officers and at the same cost to the Participant as is generally provided to active Executive Officers; and (c) a lump cash payment to permit the Participant to receive continued financial planning services at the same benefit level as currently provided to active Executive Officers. Notwithstanding any provision of this Plan to the contrary, (i) the Company may, in its sole discretion, determine to accelerate all or a portion of the payments provided for under this Section 4.3 and pay such accelerated portion to the Participant at the same time as the severance provided for under Section 4.1, but only to the extent permitted under Section 409A, and (ii) to the extent necessary to satisfy Section 105(h) of the Code, or if the Company determines it is necessary to avoid the imposition of an excise tax on the Company, the Company will be permitted to alter the manner in which medical and dental benefits are provided to a Participant following an Involuntary Termination; provided that the after-tax cost to the Participant of such benefits shall not be greater than the cost applicable to similarly situated Executive Officers who have not terminated employment; and

4.4. Outplacement. The Participant shall receive reasonable outplacement services to be provided by a service provider selected by the Company during the Severance Period, the cost of which shall be borne by the Company; provided that, notwithstanding the foregoing, the Participant shall commence using such services within 12 months of such Participant's Involuntary Termination, such outplacement services shall end not later than the last day of the second calendar year that begins after the date of such Involuntary Termination and the Company shall pay any amounts in respect of such outplacement services not later than the last day of the third calendar year that begins after the date of such Involuntary Termination.

5. Involuntary Termination during the Change in Control Period. Subject to the Participant's compliance with Section 7, upon an Involuntary Termination that is within the Change in

Control Period, the Participant will be eligible to receive the following Severance Benefits, subject to the terms and conditions of this Plan:

5.1. Cash Severance. An amount in cash equal to (a) the sum of the Participant's Annual Base Salary and Average Annual Bonus multiplied by (b) the CIC Severance Multiplier, payable, subject to Section 9, in a single lump sum on or before the 70th day after the Participant's Involuntary Termination;

5.2. Prorated Bonus. An amount in cash equal to (a) the Participant's Target Annual Bonus multiplied by (b) the Proration Factor, payable, subject to Section 9, in a single lump sum on or before the 70th day after the Participant's Involuntary Termination;

5.3. Medical, Dental, Life Insurance and Financial Planning Benefits Continuation. During the CIC Severance Period, the Participant and the Participant's dependents shall receive the following benefits: (a) if the Participant timely and properly elects continued coverage pursuant to COBRA, medical and dental coverage at the same benefit levels as provided to active Executive Officers, a lump sum cash payment in an amount sufficient to cover the total amount of the monthly medical and dental insurance premiums payable by the Participant for continued benefits coverage pursuant to COBRA immediately prior to such Participant's Involuntary Termination; (b) a monthly cash payment grossed up for taxes to permit the Participant to purchase life insurance coverage at the same benefit level as currently provided to active Executive Officers and at the same cost to the Participant as is generally provided to active Executive Officers; and (c) a lump cash payment to permit the Participant to receive continued financial planning services at the same benefit level as currently provided to active Executive Officers. Notwithstanding any provision of this Plan to the contrary, (i) the Company may, in its sole discretion, determine to accelerate all or a portion of the payments provided for under this Section 5.3 and pay such accelerated portion to the Participant at the same time as the severance provided for under Section 5.1, but only to the extent permitted under Section 409A, and (ii) to the extent necessary to satisfy Section 105(h) of the Code, or if the Company determines it is necessary to avoid the imposition of an excise tax on the Company, the Company will be permitted to alter the manner in which medical and dental benefits are provided to a Participant following an Involuntary Termination; provided that the after-tax cost to the Participant of such benefits shall not be greater than the cost applicable to similarly situated senior executives of the Company who have not terminated employment;

5.4. Outplacement. The Participant shall receive reasonable outplacement services to be provided by a service provider selected by the Company during the CIC Severance Period, the cost of which shall be borne by the Company; provided that, notwithstanding the foregoing, the Participant shall commence using such services within 12 months of such Participant's Involuntary Termination, such outplacement services shall end not later than the last day of the second calendar year that begins after the date of such Involuntary Termination and the Company shall pay any amounts in respect of such outplacement services not later than the last day of the third calendar year that begins after the date of such Involuntary Termination; and

5.5. Equity Award Vesting Acceleration Benefit. The Participant's Equity Awards that remain unvested as of the date of the Participant's Involuntary Termination will accelerate in full and, to the extent applicable, become immediately exercisable, with any outstanding performance-based vesting conditions deemed achieved at the level of on target performance. Subject to Section 9, any vested restricted stock units will be settled on or before the 70th day after the Participant's Involuntary Termination.

5.6. Coordination with Severance Benefits Payable Pursuant to Section 4. Notwithstanding the foregoing, in the event the Participant experiences an Involuntary Termination prior to a Change in Control and becomes entitled to receive Severance Benefits pursuant to Section 4, (a) the cash Severance Benefits the Participant will be eligible to receive pursuant to Sections 5.1, 5.2 and 5.3 will be reduced (but not below zero) by the cash Severance Benefits the Participant received or is entitled to receive pursuant to Sections 4.1., 4.2 and 4.3 or, if the Participant is not eligible to receive Severance Benefits pursuant to Section 4, the cash severance payments and (b) any Equity Awards that were unvested as of the date of the Participant's Involuntary Termination and would have been forfeited pursuant to their terms will instead accelerate in full as of the Change in Control, with any performance-based awards deemed earned based on target performance (or such greater amount as may be provided for in connection with such Change in Control). Any excess cash Severance Benefits that become payable to the Participant and any additional restricted stock units that accelerate vesting, in each case pursuant to this Section 5.6, will, subject to Section 9, be paid or settled, as applicable, as soon as practicable following the Change in Control and in no event later than 30 days following the Change in Control.

6. Limitation on Payments. In the event that the Severance Benefits and any other severance or benefits otherwise payable to a Participant (a) constitute "parachute payments" within the meaning of Section 280G (the "280G Payments") and (b) but for this Section 6, would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then the Participant will be entitled to receive either (i) the full amount of the 280G Payments or (ii) the maximum amount that may be provided to the Participant without resulting in any portion of such 280G Payments being subject to such Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local taxes and the Excise Tax, results in the receipt by the Participant, on an after-tax basis, of the greatest portion of the 280G Payments. If a reduction in the 280G Payments is necessary so that no portion of such benefits is subject to the Excise Tax, such reduction will occur in the following order: (A) any cash payment under any retention bonus agreement or similar agreement, (B) any cash severance payable pursuant to this Plan; (C) any other cash amount payable to the Participant; (D) any benefit valued as a 280G Payment; and (E) acceleration of vesting of any equity award. Such reduction shall be first applied to payments and benefits in each of the foregoing categories in reverse order beginning with the payments or benefits that are to be paid the furthest in time from the date of such determination. Any determination required under this Section 6 will be made in writing by a nationally recognized public accounting firm designated by public accountants of the Company or, if so designated by the Company prior to the event triggering Section 280G, the Company or such other person or entity as determined in good faith by the Company, in each case, whose determination will be conclusive and binding upon the Participant. For purposes of making the calculations required by this Section 6, the individual or entity making the determinations provided for under this Section 6 may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code.

7. Conditions to Receipt of Severance.

7.1. Release Agreement. As a condition to receiving the Severance Benefits, each Participant will be required to sign and not revoke a separation and release of claims agreement in a form reasonably satisfactory to the Company (the "Release"). In all cases, the Release must become effective and irrevocable no later than the 60th day following the Participant's Involuntary Termination (the "Release Deadline Date"). If the Release does not become effective and irrevocable by the Release Deadline Date, the Participant will forfeit any right to the Severance Benefits. In no event will the Severance Benefits be paid or provided until the Release becomes effective and irrevocable.

7.2. Confidential Information and Other Requirements. A Participant's receipt of Severance Benefits will be subject to the Participant continuing to comply with the terms of any employee invention and confidentiality agreement or similar agreement, including any Individual Agreement that includes restrictive covenant obligations, between the Participant and the Company. Any unpaid Severance Benefits under this Plan will be forfeited immediately if the Participant violates any such agreement and/or the provisions of this Section 7.

8. Other Arrangements. Notwithstanding any provision of this Plan, but subject to the limitation on 280G Payments set forth in Section 6, in the case of an Involuntary Termination of a Participant who is party to one or more Individual Agreements, such Participant will be entitled under this Plan to receive either the aggregate severance payments and benefits provided under (a) this Plan or (b) such Individual Agreements, whichever is greater (but not both); provided, however, that the severance payments and other benefits provided herein or under such Individual Agreement will be made at the time and in the form necessary to comply with, and not trigger any taxes or penalties under, Section 409A. For the avoidance of doubt, any Severance Benefits payable hereunder will not result in a duplication of the amount the Participant is eligible to receive pursuant to any Individual Agreement. If a Participant was otherwise eligible to participate in any other Company severance and/or change in control plan (whether or not subject to ERISA), then participation in this Plan will supersede and replace eligibility in such other plan.

9. Section 409A.

9.1. This Plan and the Severance Benefits are intended to comply with or be exempt from the requirements of Section 409A and will be construed and interpreted in accordance with such intent. To the extent that any Severance Benefit is subject to Section 409A, the Severance Benefit will be granted, paid, settled or deferred in a manner that will meet the requirements of Section 409A in order to avoid taxes or penalties under Section 409A.

9.2. No Participant or the creditors or beneficiaries of a Participant will have the right to subject any deferred compensation (within the meaning of Section 409A) payable under this Plan to any anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment or garnishment. Except as permitted under Section 409A, any deferred compensation (within the meaning of Section 409A) payable to any Participant or for the benefit of any Participant under this Plan may not be reduced by, or offset against, any amount owing by any such Participant to the Company or any of its Affiliates.

9.3. If, at the time of a Participant's separation from service (within the meaning of Section 409A), (a) such Participant is a specified employee (within the meaning of Section 409A and using the identification methodology selected by the Company from time to time) and (b) the Company makes a good-faith determination that an amount payable pursuant to this Plan constitutes deferred compensation (within the meaning of Section 409A), the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Section 409A in order to avoid taxes or penalties under Section 409A, then the Company will not pay such amount on the otherwise scheduled payment date but will instead pay it on the first business day after such six-month period. Such amount will be paid without interest, unless otherwise determined by the Administrator, in its discretion, or as otherwise provided in any Individual Agreement.

9.4. Notwithstanding any provision of this Plan to the contrary, in light of the uncertainty with respect to the proper application of Section 409A, the Company reserves the right to

make amendments to this Plan as the Company deems necessary or desirable, in its sole discretion and without the consent of the Participants, to avoid the imposition of taxes or penalties under Section 409A. In any case, a Participant will be solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on such Participant or for such Participant's account in connection with any Severance Benefits (including any taxes and penalties under Section 409A), and neither the Company nor any of its Affiliates will have any obligation to indemnify or otherwise hold such Participant harmless from any or all of such taxes or penalties.

9.5. Each payment and benefit payable under this Plan is intended to constitute a separate payment for purposes of Section 409A. In addition, to the extent necessary to comply with Section 409A, if the period during which a Release must be executed and become irrevocable spans two calendar years, payment of the Severance Benefits will commence in the second calendar year.

10. Withholdings. The Company or any Affiliate will have the right and is hereby authorized to withhold from any Severance Benefits due under this Plan or from any compensation or other amount owing to a Participant, the amount (in cash, shares, other securities or other property) of any applicable withholding taxes in respect of the amounts payable under this Plan and to take such other action as may be necessary in the opinion of the Administrator or the Company to satisfy all obligations for the payment of such taxes.

11. Administration. This Plan will be administered and interpreted by the Administrator (in his, her or its sole discretion). The Administrator is the "named fiduciary" of this Plan for purposes of ERISA and will be subject to the fiduciary standards of ERISA when acting in such capacity. Any decision made or other action taken by the Administrator with respect to this Plan, and any interpretation by the Administrator of any term or condition of this Plan, or any related document, will be conclusive and binding on all persons and be given the maximum possible deference allowed by law. In accordance with Section 2.1, the Administrator (a) may, in its sole discretion and on such terms and conditions as it may provide, delegate in writing to one or more officers of the Company all or any portion of its authority or responsibility with respect to this Plan and (b) has the authority to act for the Company (in a non-fiduciary capacity) as to any matter pertaining to this Plan; provided, however, that any Plan amendment or termination or any other action that reasonably could be expected to increase materially the cost of this Plan must be approved by the Board.

12. Eligibility to Participate. To the extent that the Administrator has delegated administrative authority or responsibility to one or more officers of the Company in accordance with Sections 2.1 and 11, each such officer will not be excluded from participating in this Plan if otherwise eligible, but he or she is not entitled to act upon or make determinations regarding any matters pertaining specifically to his or her own benefit or eligibility under this Plan. The Administrator will act upon and make determinations regarding any matters pertaining specifically to the benefit or eligibility of each such officer under this Plan.

13. Amendment or Termination. The Board, by action of the Administrator, reserves the right to amend or terminate this Plan or the benefits provided hereunder at any time, subject to the provisions of this Section 13. Any amendment or termination will be effective as of the date determined by the Board; provided, however, that, except as set forth in Section 9, any such amendment or termination will not affect any right of any Participant to claim benefits under this Plan for events occurring prior to the effective date of such amendment or termination. Any amendment or termination of this Plan will be in writing. Notwithstanding the foregoing, beginning on the date that a Change in Control occurs, the Company may not, without a Participant's written consent, amend or terminate this

Plan in any way, nor take any other action under this Plan, which (a) prevents the Participant from becoming eligible for Severance Benefits or (b) reduces or alters to the detriment of the Participant the Severance Benefits payable, or potentially payable, to the Participant (including, without limitation, imposing additional conditions). Any action of the Company in amending or terminating this Plan will be taken in a non-fiduciary capacity.

14. Claims and Appeals.

14.1. Claims Procedure. Any employee or other person who believes he or she is entitled to any Severance Benefits may submit a claim in writing to the Administrator within 90 days of the earlier of (a) the date the claimant learned the amount of his or her Severance Benefits and (b) the date the claimant learned that he or she will not be entitled to any Severance Benefits. If the claim is denied (in full or in part), the claimant will be provided a written notice explaining the specific reasons for the denial and referring to the provisions of this Plan on which the denial is based. The notice also will describe any additional information needed to support the claim and this Plan's procedures for appealing the denial. The denial notice will be provided within 90 days after the claim is received. If special circumstances require an extension of time (up to 90 days), written notice of the extension will be given within the initial 90-day period. This notice of extension will indicate the special circumstances requiring the extension of time and the date by which the Administrator expects to render its decision on the claim.

14.2. Appeal Procedure. If the claimant's claim is denied, the claimant (or his or her authorized representative) may apply in writing to the Administrator for a review of the decision denying the claim. Review must be requested within 60 days following the date the claimant received the written notice of their claim denial or else the claimant loses the right to review. The claimant (or representative) then has the right to review and obtain copies of all documents and other information relevant to the claim, upon request and at no charge, and to submit issues and comments in writing. The Administrator will provide written notice of its decision on review within 60 days after it receives a review request. If additional time (up to 60 days) is needed to review the request, the claimant (or representative) will be given written notice of the reason for the delay. This notice of extension will indicate the special circumstances requiring the extension of time and the date by which the Administrator expects to render its decision. If the claim is denied (in full or in part), the claimant will be provided a written notice explaining the specific reasons for the denial and referring to the provisions of this Plan on which the denial is based. The notice also will include a statement that the claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents and other information relevant to the claim and a statement regarding the claimant's right to bring an action under Section 502(a) of ERISA. The decision of the Administrator is final and binding on all parties.

15. Attorneys' Fees. The parties will each bear their own expenses, legal fees and other fees incurred in connection with this Plan.

16. Source of Payments. All payments under this Plan will be paid from the general funds of the Company; no separate fund will be established under this Plan, and this Plan will have no assets. No right of any person to receive any payment under this Plan will be any greater than the right of any other general unsecured creditor of the Company.

17. Benefits Nontransferable. In no event may any current or former employee of the Company or any of its Affiliates sell, transfer, anticipate, assign or otherwise dispose of any right or interest under this Plan. At no time will any such right or interest be subject to the claims of creditors nor liable to attachment, execution or other legal process.

18. No Right to Continued Employment. Neither the establishment or maintenance or amendment of this Plan, nor the making of any benefit payment hereunder, will be construed to confer upon any individual any right to continue to be an employee of the Company. This Plan in no way alters a Participant's at-will employment arrangement with the Company, and the Company expressly reserves the right to discharge any of its employees, including the Participant, at any time, with or without cause. However, as described in this Plan, a Participant may be entitled to Severance Benefits depending upon the circumstances of his or her termination of employment.

19. Successors. Any successor to the Company of all or substantially all of the Company's business and/or assets (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or other transaction) will assume the obligations under this Plan and agrees expressly to perform the obligations under this Plan in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Plan, the term "Company" will include any successor to the Company's business and/or assets which become bound by the terms of this Plan by operation of law, or otherwise.

20. Applicable Law. This Plan will be governed by, and construed in accordance with, ERISA, and, to the extent applicable, the laws of the Commonwealth of Virginia, as such laws are applied to contracts entered into and performed in such Commonwealth. For purposes of any action, lawsuit or other proceedings brought to enforce this Plan, relating to it, or arising from it, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the United States District Court for the Eastern District of Virginia, or, if such court does not have subject matter jurisdiction, the state courts of Virginia located in Fairfax County, and no other courts, where this Plan is made and/or to be performed.

21. Severability. If any provision of this Plan is or becomes or is deemed to be invalid, illegal or unenforceable for any reason in any jurisdiction or as to any Participant, such invalidity, illegality or unenforceability will not affect the remaining parts of this Plan, and this Plan will be construed and enforced as to such jurisdiction or Participant as if the invalid, illegal or unenforceable provision had not been included.

22. Headings and Construction. Headings are given to the Sections and subsections of this Plan solely as a convenience to facilitate reference. Such headings will not be deemed in any way material or relevant to the construction or interpretation of this Plan or any provision thereof. Whenever the words "include", "includes" or "including" are used in this Plan, they will be deemed to be followed by the words "but not limited to", and the word "or" will not be deemed to be exclusive. Pronouns and other words of gender will be read as gender neutral. Words importing the plural will include the singular and the singular will include the plural.

23. Indemnification. The Company hereby agrees to indemnify and hold harmless the officers and employees of the Company, and the members of its Board, from all losses, claims, costs or other liabilities arising from their acts or omissions in connection with the administration, amendment or termination of this Plan, to the maximum extent permitted by applicable law. This indemnity will cover all such liabilities, including judgments, settlements and costs of defense. The Company will provide this indemnity from its own funds to the extent that insurance does not cover such liabilities. This indemnity is in addition to and not in lieu of any other indemnity provided to such person by the Company.

**Amentum Holdings, Inc.
RSU Award Grant Notice
(2024 Stock Incentive Plan)**

Amentum Holdings, Inc. (the “*Company*”) has awarded to you (the “*Participant*”) the number of Restricted Stock Units specified and on the terms set forth below in consideration of your services (the “*RSU Award*”). Your RSU Award is subject to all of the terms and conditions as set forth herein and in the Company’s 2024 Stock Incentive Plan (the “*Plan*”) and the attached Award Agreement (the “*Agreement*”), which are incorporated herein in their entirety. Capitalized terms not explicitly defined herein but defined in the Plan or the Agreement shall have the meanings set forth in the Plan or the Agreement.

Participant: [_____]

Date of Grant: [_____]

Vesting Commencement Date: [_____]

Number of Restricted Stock Units: [_____]

Vesting Schedule: The RSU Award will vest as follows:

The Restricted Stock Units subject to the RSU Award will vest in three substantially equal annual installments on the first three anniversaries of the Vesting Commencement Date, subject to the Participant’s employment or service with the Company or any Related Company through each applicable vesting date, or as otherwise provided in Schedule B attached to the Plan.

Notwithstanding the foregoing, and except as otherwise provided in Schedule B attached to the Plan, vesting shall terminate upon the Participant’s termination of employment or service with the Company and all Related Companies. For the avoidance of doubt, only whole Restricted Stock Units will vest, with fractions accumulating.

Issuance Schedule: One share of Common Stock will be issued for each Restricted Stock Unit which vests, at the time set forth in Section 5 of the Agreement.

Participant Acknowledgements: By your signature below or by electronic acceptance or authentication in a form authorized by the Company, you understand and agree that:

- The RSU Award is governed by this RSU Award Grant Notice (the “*Grant Notice*”), and the provisions of the Plan and the Agreement, all of which are made a part of this document. Unless otherwise provided in the Plan, this Grant Notice and the Agreement (together, the “*RSU Award Agreement*”) may not be modified, amended or revised except in a writing signed by you and a duly authorized officer of the Company.
- You have read and are familiar with the provisions of the Plan, the RSU Award Agreement and the prospectus prepared for the Plan (the “*Prospectus*”). In the event of any conflict between the provisions in the RSU Award Agreement, or the Prospectus and the terms of the Plan, the terms of the Plan shall control.
- The RSU Award Agreement sets forth the entire understanding between you and the Company regarding the acquisition of Common Stock and supersedes all prior oral and written agreements, promises and/or representations on that subject with the exception of: (i) other equity awards previously granted to you, and (ii) any written employment agreement, offer letter, severance agreement, written severance plan or policy,

or other written agreement between the Company and you in each case that specifies the terms that should govern this RSU Award.

- Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Amentum Holdings, Inc.

Participant:

By: _____
Signature

By: _____
Signature

Title: _____

Title: _____

Date: _____

Date: _____

Amentum Holdings, Inc.
2024 Stock Incentive Plan
Award Agreement (RSU Award)

As reflected by your Restricted Stock Unit Grant Notice (“**Grant Notice**”), Amentum Holdings, Inc. (the “**Company**”) has granted you an RSU Award under its 2024 Stock Incentive Plan (the “**Plan**”) for the number of Restricted Stock Units as indicated in your Grant Notice (the “**RSU Award**”). The terms of your RSU Award as specified in this Award Agreement for your RSU Award (the “**Agreement**”) and the Grant Notice constitute your “**RSU Award Agreement**”. Defined terms not explicitly defined in this Agreement but defined in the Grant Notice or the Plan shall have the same definitions as in the Grant Notice or Plan, as applicable.

The general terms applicable to your RSU Award are as follows:

1. Governing Plan Document. Your RSU Award is subject to all the provisions of the Plan. Your RSU Award is further subject to all interpretations, amendments, rules and regulations, which may, from time to time, be promulgated and adopted pursuant to the Plan. In the event of any conflict between the RSU Award Agreement and the provisions of the Plan, the provisions of the Plan shall control.

2. Grant of the RSU Award. This RSU Award represents your right to be issued on a future date the number of shares of Common Stock that is equal to the number of Restricted Stock Units indicated in the Grant Notice, subject to your satisfaction of the vesting conditions set forth therein. Any additional Restricted Stock Units that become subject to the RSU Award pursuant to a Change in Capitalization as set forth in the Plan and the provisions of Section 3 below, if any, shall be subject, in a manner determined by the Board, to the same forfeiture restrictions, restrictions on transferability, and time and manner of delivery as applicable to the other Restricted Stock Units covered by your RSU Award.

3. Dividends. As described in Section 8(d) of the Plan, you shall be entitled to a Dividend Equivalent Right with respect to each Restricted Stock Unit subject to the RSU Award.

4. Withholding Obligations.

(a) Regardless of any action taken by the Company or, if different, the Related Company to which you provide service (the “**Service Recipient**”) with respect to any income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items associated with the grant, vesting, or settlement of the RSU Award or sale of the underlying Common Stock or other tax-related items related to your participation in the Plan and legally applicable to you (the “**Tax Liability**”), you hereby acknowledge and agree that the Tax Liability is your ultimate responsibility and may exceed the amount, if any, actually withheld by the Company or the Service Recipient. You further acknowledge that the Company and the Service Recipient (i) make no representations or undertakings regarding any Tax Liability in connection with any aspect of this RSU Award, including, but not limited to, the grant or vesting of the RSU Award, the issuance of Common Stock pursuant to such vesting, the subsequent sale of shares of Common Stock, and the payment of any dividends on the Common Stock; and (ii) do not commit to, and are under no obligation to, structure the terms of the grant or any aspect of the RSU Award to reduce or eliminate your Tax Liability or achieve a particular tax result. Further, if you are subject to Tax Liability in more than one jurisdiction, you acknowledge that the Company and/or the Service Recipient (or former service recipient, as applicable) may be required to withhold or account for Tax Liability in more than one jurisdiction.

(b) Prior to any relevant taxable or tax withholding event, as applicable, you agree to make adequate arrangements satisfactory to the Company and/or the Service Recipient to satisfy all Tax Liability. As further provided in Section 19 of the Plan, you hereby authorize the Company and any applicable Service Recipient to satisfy any applicable withholding obligations with regard to the Tax Liability by any of the following means or by a combination of such means: (i) causing you to pay any portion of the Tax Liability in cash or cash equivalent in a form acceptable to the Company; (ii) withholding from any compensation otherwise payable to you by the Company or the Service Recipient; (iii) withholding shares of Common Stock from the shares of Common Stock

issued or otherwise issuable to you in connection with the Award; *provided*, however, that to the extent necessary to qualify for an exemption from application of Section 16(b) of the Exchange Act, if applicable, such share withholding procedure will be subject to the express prior approval of the Board or the Company's Compensation Committee; (iv) permitting or requiring you to enter into a "same day sale" commitment, if applicable, with a broker-dealer that is a member of the Financial Industry Regulatory Authority (a "*FINRA Dealer*"), pursuant to this authorization and without further consent, whereby you irrevocably elect to sell a portion of the shares of Common Stock to be delivered in connection with your Restricted Stock Units to satisfy the Tax Liability and whereby the FINRA Dealer irrevocably commits to forward the proceeds necessary to satisfy the Tax Liability directly to the Company or the Service Recipient; and/or (v) any other method determined by the Company to be in compliance with applicable law. Furthermore, you agree to pay the Company or the Service Recipient any amount the Company or the Service Recipient may be required to withhold, collect, or pay as a result of your participation in the Plan or that cannot be satisfied by the means previously described. In the event it is determined that the amount of the Tax Liability was greater than the amount withheld by the Company and/or the Service Recipient (as applicable), you agree to indemnify and hold the Company and/or the Service Recipient (as applicable) harmless from any failure by the Company or the applicable Service Recipient to withhold the proper amount.

(c) The Company may withhold or account for your Tax Liability by considering statutory withholding amounts or other withholding rates applicable in your jurisdiction(s), including (i) maximum applicable rates in your jurisdiction(s), in which case you may receive a refund of any over-withheld amount in cash (whether from applicable tax authorities or the Company) and you will have no entitlement to the equivalent amount in Common Stock or (ii) minimum or such other applicable rates in your jurisdiction(s), in which case you may be solely responsible for paying any additional Tax Liability to the applicable tax authorities or to the Company and/or the Service Recipient. If the Tax Liability withholding obligation is satisfied by withholding shares of Common Stock, for tax purposes, you are deemed to have been issued the full number of shares of Common Stock subject to the vested portion of the RSU Award, notwithstanding that a number of the shares of Common Stock is held back solely for the purpose of paying such Tax Liability.

(d) You acknowledge that you may not participate in the Plan and the Company shall have no obligation to deliver shares of Common Stock until you have fully satisfied the Tax Liability, as determined by the Company. Unless any withholding obligation for the Tax Liability is satisfied, the Company shall have no obligation to deliver to you any Common Stock in respect of the RSU Award.

5. Date of Issuance.

(a) The issuance of shares in respect of the Restricted Stock Units is intended to comply with, or be exempt from the application of, Section 409A of the Code and the RSU Award Agreement will be construed and administered consistent with that intent. Subject to the satisfaction of the Tax Liability withholding obligation, if any, in the event one or more Restricted Stock Units vests, the Company shall issue to you, on such date (or as soon as administratively practicable thereafter), one (1) share of Common Stock for each vested, but unsettled, Restricted Stock Unit. Each issuance date determined by this paragraph is referred to as an "*Original Issuance Date*."

(b) Notwithstanding the foregoing, if the potential Original Issuance Date does not occur (i) during an "open window period" applicable to you, as determined by the Company in accordance with the Company's then-effective policy on trading in Company securities, or (ii) on a date when you are otherwise permitted to sell shares of Common Stock on an established stock exchange or stock market (including but not limited to under a previously established written trading plan that meets the requirements of Rule 10b5-1 under the Exchange Act and was entered into in compliance with the Company's policies), then the shares that would otherwise be issued to you will be delivered on such date as the Company may determine.

(c) Notwithstanding clauses (a) and (b) to the contrary, in all cases, the shares of Common Stock to be issued in settlement of vested Restricted Stock Units shall be issued no later than the date that is the 15th day of the third calendar month of the applicable year following the year in which the applicable Restricted Stock

Units were no longer subject to a “substantial risk of forfeiture” within the meaning of U.S. Treasury Regulations Section 1.409A-1(d).

6. Transferability. Except as otherwise provided in the Plan, your RSU Award is not transferable, except by will or by the applicable laws of descent and distribution.

7. Change in Control. Your RSU Award is subject to the terms of any agreement governing a Change in Control involving the Company, including, without limitation, a provision for the appointment of a stockholder representative that is authorized to act on your behalf with respect to any escrow, indemnities and any contingent consideration.

8. No Liability for Taxes. As a condition to accepting the RSU Award, you hereby (a) agree to not make any claim against the Company, or any of its officers, directors, employees or Affiliates related to tax liabilities arising from the RSU Award or other Company compensation and (b) acknowledge that you were advised to consult with your own personal tax, financial and other legal advisors regarding the tax consequences of the RSU Award and have either done so or knowingly and voluntarily declined to do so.

9. Severability. If any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid will, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

10. Other Documents. You hereby acknowledge receipt of or the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Prospectus. In addition, you acknowledge receipt of the Company’s trading policy.

11. Questions. If you have questions regarding these or any other terms and conditions applicable to your RSU Award, including a summary of the applicable federal income tax consequences please see the Prospectus.

**Amentum Holdings, Inc.
RSU Award Grant Notice
(2024 Stock Incentive Plan – Non-Employee Director)**

Amentum Holdings, Inc. (the “*Company*”) has awarded to you (the “*Participant*”) the number of Restricted Stock Units specified and on the terms set forth below in consideration of your services (the “*RSU Award*”). Your RSU Award is subject to all of the terms and conditions as set forth herein and in the Company’s 2024 Stock Incentive Plan (the “*Plan*”) and the attached Award Agreement (the “*Agreement*”), which are incorporated herein in their entirety. Capitalized terms not explicitly defined herein but defined in the Plan or the Agreement shall have the meanings set forth in the Plan or the Agreement.

Participant: [_____]

Date of Grant: [_____]

Number of Restricted Stock Units: [_____]

Vesting Schedule: The RSU Award will vest as follows:

The Restricted Stock Units subject to the RSU Award will vest in full on the date of the next annual meeting of stockholders of the Company, subject to the Participant’s employment or service with the Company or any Related Company through such vesting date, or as otherwise provided in Schedule B attached to the Plan. In addition, all of the Restricted Stock Units subject to the RSU Award will vest in full immediately prior to a Change in Control, subject to the Participant’s employment or service with the Company or any Related Company through such date.

Notwithstanding the foregoing, and except as otherwise provided in Schedule B attached to the Plan, vesting shall terminate upon the Participant’s termination of employment or service with the Company and all Related Companies. For the avoidance of doubt, only whole Restricted Stock Units will vest, with fractions accumulating.

Issuance Schedule: One share of Common Stock will be issued for each Restricted Stock Unit which vests, at the time set forth in Section 5 of the Agreement.

Participant Acknowledgements: By your signature below or by electronic acceptance or authentication in a form authorized by the Company, you understand and agree that:

- The RSU Award is governed by this RSU Award Grant Notice (the “*Grant Notice*”), and the provisions of the Plan and the Agreement, all of which are made a part of this document. Unless otherwise provided in the Plan, this Grant Notice and the Agreement (together, the “*RSU Award Agreement*”) may not be modified, amended or revised except in a writing signed by you and a duly authorized officer of the Company.
- You have read and are familiar with the provisions of the Plan, the RSU Award Agreement and the prospectus prepared for the Plan (the “*Prospectus*”). In the event of any conflict between the provisions in the RSU Award Agreement, or the Prospectus and the terms of the Plan, the terms of the Plan shall control.
- The RSU Award Agreement sets forth the entire understanding between you and the Company regarding the acquisition of Common Stock and supersedes all prior oral and written agreements, promises and/or representations on that subject with the exception of: (i) other equity awards previously granted to you, and (ii) any written employment agreement, offer letter, severance agreement, written severance plan or policy,

or other written agreement between the Company and you in each case that specifies the terms that should govern this RSU Award.

- Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Amentum Holdings, Inc.

Participant:

By: _____
Signature

By: _____
Signature

Title: _____

Date: _____

Date: _____

Amentum Holdings, Inc.
2024 Stock Incentive Plan
Award Agreement (RSU Award)

As reflected by your Restricted Stock Unit Grant Notice (“**Grant Notice**”), Amentum Holdings, Inc. (the “**Company**”) has granted you an RSU Award under its 2024 Stock Incentive Plan (the “**Plan**”) for the number of Restricted Stock Units as indicated in your Grant Notice (the “**RSU Award**”). The terms of your RSU Award as specified in this Award Agreement for your RSU Award (the “**Agreement**”) and the Grant Notice constitute your “**RSU Award Agreement**”. Defined terms not explicitly defined in this Agreement but defined in the Grant Notice or the Plan shall have the same definitions as in the Grant Notice or Plan, as applicable.

The general terms applicable to your RSU Award are as follows:

1. Governing Plan Document. Your RSU Award is subject to all the provisions of the Plan. Your RSU Award is further subject to all interpretations, amendments, rules and regulations, which may, from time to time, be promulgated and adopted pursuant to the Plan. In the event of any conflict between the RSU Award Agreement and the provisions of the Plan, the provisions of the Plan shall control.

2. Grant of the RSU Award. This RSU Award represents your right to be issued on a future date the number of shares of Common Stock that is equal to the number of Restricted Stock Units indicated in the Grant Notice, subject to your satisfaction of the vesting conditions set forth therein. Any additional Restricted Stock Units that become subject to the RSU Award pursuant to a Change in Capitalization as set forth in the Plan and the provisions of Section 3 below, if any, shall be subject, in a manner determined by the Board, to the same forfeiture restrictions, restrictions on transferability, and time and manner of delivery as applicable to the other Restricted Stock Units covered by your RSU Award.

3. Dividends. As described in Section 8(d) of the Plan, you shall be entitled to a Dividend Equivalent Right with respect to each Restricted Stock Unit subject to the RSU Award.

4. Withholding Obligations.

(a) Regardless of any action taken by the Company or, if different, the Related Company to which you provide service (the “**Service Recipient**”) with respect to any income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items associated with the grant, vesting, or settlement of the RSU Award or sale of the underlying Common Stock or other tax-related items related to your participation in the Plan and legally applicable to you (the “**Tax Liability**”), you hereby acknowledge and agree that the Tax Liability is your ultimate responsibility and may exceed the amount, if any, actually withheld by the Company or the Service Recipient. You further acknowledge that the Company and the Service Recipient (i) make no representations or undertakings regarding any Tax Liability in connection with any aspect of this RSU Award, including, but not limited to, the grant or vesting of the RSU Award, the issuance of Common Stock pursuant to such vesting, the subsequent sale of shares of Common Stock, and the payment of any dividends on the Common Stock; and (ii) do not commit to, and are under no obligation to, structure the terms of the grant or any aspect of the RSU Award to reduce or eliminate your Tax Liability or achieve a particular tax result. Further, if you are subject to Tax Liability in more than one jurisdiction, you acknowledge that the Company and/or the Service Recipient (or former service recipient, as applicable) may be required to withhold or account for Tax Liability in more than one jurisdiction.

(b) Prior to any relevant taxable or tax withholding event, as applicable, you agree to make adequate arrangements satisfactory to the Company and/or the Service Recipient to satisfy all Tax Liability. As further provided in Section 19 of the Plan, you hereby authorize the Company and any applicable Service Recipient to satisfy any applicable withholding obligations with regard to the Tax Liability by any of the following means or by a combination of such means: (i) causing you to pay any portion of the Tax Liability in cash or cash equivalent in a form acceptable to the Company; (ii) withholding from any compensation otherwise payable to you by the Company or the Service Recipient; (iii) withholding shares of Common Stock from the shares of Common Stock

issued or otherwise issuable to you in connection with the Award; *provided*, however, that to the extent necessary to qualify for an exemption from application of Section 16(b) of the Exchange Act, if applicable, such share withholding procedure will be subject to the express prior approval of the Board or the Company's Compensation Committee; (iv) permitting or requiring you to enter into a "same day sale" commitment, if applicable, with a broker-dealer that is a member of the Financial Industry Regulatory Authority (a "*FINRA Dealer*"), pursuant to this authorization and without further consent, whereby you irrevocably elect to sell a portion of the shares of Common Stock to be delivered in connection with your Restricted Stock Units to satisfy the Tax Liability and whereby the FINRA Dealer irrevocably commits to forward the proceeds necessary to satisfy the Tax Liability directly to the Company or the Service Recipient; and/or (v) any other method determined by the Company to be in compliance with applicable law. Furthermore, you agree to pay the Company or the Service Recipient any amount the Company or the Service Recipient may be required to withhold, collect, or pay as a result of your participation in the Plan or that cannot be satisfied by the means previously described. In the event it is determined that the amount of the Tax Liability was greater than the amount withheld by the Company and/or the Service Recipient (as applicable), you agree to indemnify and hold the Company and/or the Service Recipient (as applicable) harmless from any failure by the Company or the applicable Service Recipient to withhold the proper amount.

(c) The Company may withhold or account for your Tax Liability by considering statutory withholding amounts or other withholding rates applicable in your jurisdiction(s), including (i) maximum applicable rates in your jurisdiction(s), in which case you may receive a refund of any over-withheld amount in cash (whether from applicable tax authorities or the Company) and you will have no entitlement to the equivalent amount in Common Stock or (ii) minimum or such other applicable rates in your jurisdiction(s), in which case you may be solely responsible for paying any additional Tax Liability to the applicable tax authorities or to the Company and/or the Service Recipient. If the Tax Liability withholding obligation is satisfied by withholding shares of Common Stock, for tax purposes, you are deemed to have been issued the full number of shares of Common Stock subject to the vested portion of the RSU Award, notwithstanding that a number of the shares of Common Stock is held back solely for the purpose of paying such Tax Liability.

(d) You acknowledge that you may not participate in the Plan and the Company shall have no obligation to deliver shares of Common Stock until you have fully satisfied the Tax Liability, as determined by the Company. Unless any withholding obligation for the Tax Liability is satisfied, the Company shall have no obligation to deliver to you any Common Stock in respect of the RSU Award.

5. Date of Issuance.

(a) The issuance of shares in respect of the Restricted Stock Units is intended to comply with, or be exempt from the application of, Section 409A of the Code and the RSU Award Agreement will be construed and administered consistent with that intent. Subject to the satisfaction of the Tax Liability withholding obligation, if any, in the event one or more Restricted Stock Units vests, the Company shall issue to you, on such date (or as soon as administratively practicable thereafter), one (1) share of Common Stock for each vested, but unsettled, Restricted Stock Unit. Each issuance date determined by this paragraph is referred to as an "*Original Issuance Date*."

(b) Notwithstanding the foregoing, if the potential Original Issuance Date does not occur (i) during an "open window period" applicable to you, as determined by the Company in accordance with the Company's then-effective policy on trading in Company securities, or (ii) on a date when you are otherwise permitted to sell shares of Common Stock on an established stock exchange or stock market (including but not limited to under a previously established written trading plan that meets the requirements of Rule 10b5-1 under the Exchange Act and was entered into in compliance with the Company's policies), then the shares that would otherwise be issued to you will be delivered on such date as the Company may determine.

(c) Notwithstanding clauses (a) and (b) to the contrary, in all cases, the shares of Common Stock to be issued in settlement of vested Restricted Stock Units shall be issued no later than the date that is the 15th day of the third calendar month of the applicable year following the year in which the applicable Restricted Stock

Units were no longer subject to a “substantial risk of forfeiture” within the meaning of U.S. Treasury Regulations Section 1.409A-1(d).

6. Transferability. Except as otherwise provided in the Plan, your RSU Award is not transferable, except by will or by the applicable laws of descent and distribution.

7. Change in Control. Your RSU Award is subject to the terms of any agreement governing a Change in Control involving the Company, including, without limitation, a provision for the appointment of a stockholder representative that is authorized to act on your behalf with respect to any escrow, indemnities and any contingent consideration.

8. No Liability for Taxes. As a condition to accepting the RSU Award, you hereby (a) agree to not make any claim against the Company, or any of its officers, directors, employees or Affiliates related to tax liabilities arising from the RSU Award or other Company compensation and (b) acknowledge that you were advised to consult with your own personal tax, financial and other legal advisors regarding the tax consequences of the RSU Award and have either done so or knowingly and voluntarily declined to do so.

9. Severability. If any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid will, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

10. Other Documents. You hereby acknowledge receipt of or the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Prospectus. In addition, you acknowledge receipt of the Company’s trading policy.

11. Questions. If you have questions regarding these or any other terms and conditions applicable to your RSU Award, including a summary of the applicable federal income tax consequences please see the Prospectus.

**Amentum Holdings, Inc.
PSU Award Grant Notice
(2024 Stock Incentive Plan)**

Amentum Holdings, Inc. (the “*Company*”) has awarded to you (the “*Participant*”) the number of Restricted Stock Units that vest subject to performance-based criteria (“*PSUs*”) on the terms set forth below in consideration of your services (the “*PSU Award*”). Your PSU Award is subject to all of the terms and conditions as set forth herein and in the Company’s 2024 Stock Incentive Plan (the “*Plan*”) and the attached Award Agreement (the “*Agreement*”), which are incorporated herein in their entirety. Capitalized terms not explicitly defined herein but defined in the Plan or the Agreement shall have the meanings set forth in the Plan or the Agreement.

Participant: [_____]

Date of Grant: [_____]

Performance Period: The [three (3) year period commencing on _____ and ending on _____]

Number of PSUs: [_____]

Vesting Schedule: The PSU Award will vest as follows:

[Describe vesting based on achievement of applicable Performance Criteria referencing Performance Period defined above plus a 3-year service requirement from the date of grant]; provided, however, that the PSU Award also will vest as provided in Schedule B attached to the Plan.

Notwithstanding the foregoing, and except as otherwise provided in Schedule B attached to the Plan, vesting shall terminate upon the Participant’s termination of employment or service with the Company and all Related Companies. For the avoidance of doubt, only whole PSUs will vest, with fractions accumulating.

Issuance Schedule: One share of Common Stock will be issued for each PSU which vests, at the time set forth in Section 5 of the Agreement.

Participant Acknowledgements: By your signature below or by electronic acceptance or authentication in a form authorized by the Company, you understand and agree that:

- The PSU Award is governed by this PSU Award Grant Notice (the “*Grant Notice*”), and the provisions of the Plan and the Agreement, all of which are made a part of this document. Unless otherwise provided in the Plan, this Grant Notice and the Agreement (together, the “*PSU Award Agreement*”) may not be modified, amended or revised except in a writing signed by you and a duly authorized officer of the Company.
- You have read and are familiar with the provisions of the Plan, the PSU Award Agreement and the prospectus prepared for the Plan (the “*Prospectus*”). In the event of any conflict between the provisions in the PSU Award Agreement, or the Prospectus and the terms of the Plan, the terms of the Plan shall control.
- The PSU Award Agreement sets forth the entire understanding between you and the Company regarding the acquisition of Common Stock and supersedes all prior oral and written agreements, promises and/or representations on that subject with the exception of: (i) other equity awards previously granted to you, and (ii) any written employment agreement, offer letter, severance agreement, written severance plan or policy,

or other written agreement between the Company and you in each case that specifies the terms that should govern this PSU Award.

- Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Amentum Holdings, Inc.

Participant:

By: _____
Signature

By: _____
Signature

Title: _____

Date: _____

Date: _____

Amentum Holdings, Inc.
2024 Stock Incentive Plan
Award Agreement (PSU Award)

As reflected by your PSU Grant Notice (“*Grant Notice*”), Amentum Holdings, Inc. (the “*Company*”) has granted you a PSU Award under its 2024 Stock Incentive Plan (the “*Plan*”) for the number of PSUs as indicated in your Grant Notice (the “*PSU Award*”). The terms of your PSU Award as specified in this Award Agreement for your PSU Award (the “*Agreement*”) and the Grant Notice constitute your “*PSU Award Agreement*”. Defined terms not explicitly defined in this Agreement but defined in the Grant Notice or the Plan shall have the same definitions as in the Grant Notice or Plan, as applicable.

The general terms applicable to your PSU Award are as follows:

1. Governing Plan Document. Your PSU Award is subject to all the provisions of the Plan. Your PSU Award is further subject to all interpretations, amendments, rules and regulations, which may, from time to time, be promulgated and adopted pursuant to the Plan. In the event of any conflict between the PSU Award Agreement and the provisions of the Plan, the provisions of the Plan shall control.

2. Grant of the PSU Award. This PSU Award represents your right to be issued on a future date the number of shares of Common Stock that is equal to the number of PSUs indicated in the Grant Notice, subject to your satisfaction of the vesting conditions set forth therein. Any additional PSUs that become subject to the PSU Award pursuant to a Change in Capitalization as set forth in the Plan and the provisions of Section 3 below, if any, shall be subject, in a manner determined by the Board, to the same forfeiture restrictions, restrictions on transferability, and time and manner of delivery as applicable to the other PSUs covered by your PSU Award.

3. Dividends. As described in Section 8(d) of the Plan, you shall be entitled to a Dividend Equivalent Right with respect to each PSU subject to the PSU Award.

4. Withholding Obligations.

(a) Regardless of any action taken by the Company or, if different, the Related Company to which you provide service (the “*Service Recipient*”) with respect to any income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items associated with the grant, vesting or settlement of the PSU Award or sale of the underlying Common Stock or other tax-related items related to your participation in the Plan and legally applicable to you (the “*Tax Liability*”), you hereby acknowledge and agree that the Tax Liability is your ultimate responsibility and may exceed the amount, if any, actually withheld by the Company or the Service Recipient. You further acknowledge that the Company and the Service Recipient (i) make no representations or undertakings regarding any Tax Liability in connection with any aspect of this PSU Award, including, but not limited to, the grant or vesting of the PSU Award, the issuance of Common Stock pursuant to such vesting, the subsequent sale of shares of Common Stock, and the payment of any dividends on the Common Stock; and (ii) do not commit to, and are under no obligation to, structure the terms of the grant or any aspect of the PSU Award to reduce or eliminate your Tax Liability or achieve a particular tax result. Further, if you are subject to Tax Liability in more than one jurisdiction, you acknowledge that the Company and/or the Service Recipient (or former service recipient, as applicable) may be required to withhold or account for Tax Liability in more than one jurisdiction.

(b) Prior to any relevant taxable or tax withholding event, as applicable, you agree to make adequate arrangements satisfactory to the Company and/or the Service Recipient to satisfy all Tax Liability. As further provided in Section 19 of the Plan, you hereby authorize the Company and any applicable Service Recipient to satisfy any applicable withholding obligations with regard to the Tax Liability by any of the following means or by a combination of such means: (i) causing you to pay any portion of the Tax Liability in cash or cash equivalent in a form acceptable to the Company; (ii) withholding from any compensation otherwise payable to you by the Company or the Service Recipient; (iii) withholding shares of Common Stock from the shares of Common Stock issued or otherwise issuable to you in connection with the Award; *provided*, however, that to the extent necessary to

qualify for an exemption from application of Section 16(b) of the Exchange Act, if applicable, such share withholding procedure will be subject to the express prior approval of the Board or the Company's Compensation Committee; (iv) permitting or requiring you to enter into a "same day sale" commitment, if applicable, with a broker-dealer that is a member of the Financial Industry Regulatory Authority (a "*FINRA Dealer*"), pursuant to this authorization and without further consent, whereby you irrevocably elect to sell a portion of the shares of Common Stock to be delivered in connection with your PSUs to satisfy the Tax Liability and whereby the FINRA Dealer irrevocably commits to forward the proceeds necessary to satisfy the Tax Liability directly to the Company or the Service Recipient; and/or (v) any other method determined by the Company to be in compliance with applicable law. Furthermore, you agree to pay the Company or the Service Recipient any amount the Company or the Service Recipient may be required to withhold, collect, or pay as a result of your participation in the Plan or that cannot be satisfied by the means previously described. In the event it is determined that the amount of the Tax Liability was greater than the amount withheld by the Company and/or the Service Recipient (as applicable), you agree to indemnify and hold the Company and/or the Service Recipient (as applicable) harmless from any failure by the Company or the applicable Service Recipient to withhold the proper amount.

(c) The Company may withhold or account for your Tax Liability by considering statutory withholding amounts or other withholding rates applicable in your jurisdiction(s), including (i) maximum applicable rates in your jurisdiction(s), in which case you may receive a refund of any over-withheld amount in cash (whether from applicable tax authorities or the Company) and you will have no entitlement to the equivalent amount in Common Stock or (ii) minimum or such other applicable rates in your jurisdiction(s), in which case you may be solely responsible for paying any additional Tax Liability to the applicable tax authorities or to the Company and/or the Service Recipient. If the Tax Liability withholding obligation is satisfied by withholding shares of Common Stock, for tax purposes, you are deemed to have been issued the full number of shares of Common Stock subject to the vested portion of the PSU Award, notwithstanding that a number of the shares of Common Stock is held back solely for the purpose of paying such Tax Liability.

(d) You acknowledge that you may not participate in the Plan and the Company shall have no obligation to deliver shares of Common Stock until you have fully satisfied the Tax Liability, as determined by the Company. Unless any withholding obligation for the Tax Liability is satisfied, the Company shall have no obligation to deliver to you any Common Stock in respect of the PSU Award.

5. Date of Issuance.

(a) The issuance of shares in respect of PSUs is intended to comply with, or be exempt from the application of, Section 409A of the Code and the PSU Award Agreement will be construed and administered consistent with that intent. Subject to the satisfaction of the Tax Liability withholding obligation, if any, in the event one or more PSUs vests, the Company shall issue to you, on such date (or as soon as administratively practicable thereafter), one (1) share of Common Stock for each vested, but unsettled, PSU. Each issuance date determined by this paragraph is referred to as an "*Original Issuance Date*."

(b) Notwithstanding the foregoing, if the potential Original Issuance Date does not occur (i) during an "open window period" applicable to you, as determined by the Company in accordance with the Company's then-effective policy on trading in Company securities, or (ii) on a date when you are otherwise permitted to sell shares of Common Stock on an established stock exchange or stock market (including but not limited to under a previously established written trading plan that meets the requirements of Rule 10b5-1 under the Exchange Act and was entered into in compliance with the Company's policies), then the shares that would otherwise be issued to you will be delivered on such date as the Company may determine.

(c) Notwithstanding clauses (a) and (b) to the contrary, in all cases, the shares of Common Stock to be issued in settlement of vested PSUs shall be issued no later than the date that is the 15th day of the third calendar month of the applicable year following the year in which the applicable PSUs were no longer subject to a "substantial risk of forfeiture" within the meaning of U.S. Treasury Regulations Section 1.409A-1(d).

6. Transferability. Except as otherwise provided in the Plan, your PSU Award is not transferable, except by will or by the applicable laws of descent and distribution.

7. Change in Control. Your PSU Award is subject to the terms of any agreement governing a Change in Control involving the Company, including, without limitation, a provision for the appointment of a stockholder representative that is authorized to act on your behalf with respect to any escrow, indemnities and any contingent consideration.

8. No Liability for Taxes. As a condition to accepting the PSU Award, you hereby (a) agree to not make any claim against the Company, or any of its officers, directors, employees or Affiliates related to tax liabilities arising from the PSU Award or other Company compensation and (b) acknowledge that you were advised to consult with your own personal tax, financial and other legal advisors regarding the tax consequences of the PSU Award and have either done so or knowingly and voluntarily declined to do so.

9. Severability. If any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid will, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

10. Other Documents. You hereby acknowledge receipt of or the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Prospectus. In addition, you acknowledge receipt of the Company's trading policy.

11. Questions. If you have questions regarding these or any other terms and conditions applicable to your PSU Award, including a summary of the applicable federal income tax consequences please see the Prospectus.

Exhibit 10.5

EMPLOYMENT AGREEMENT (this “Agreement”), dated as of November 6, 2024, by and between Steven Demetriou (“Executive”) and Amentum Holdings, Inc., a Delaware corporation (the “Company”).

WHEREAS, the Company (formerly known as Amazon Holdco Inc.) previously entered into that Agreement and Plan of Merger, dated as of November 20, 2023, by and among Jacobs Solutions Inc. (“Jacobs”), Amentum Parent Holdings LLC and Amentum Joint Venture LP (the “Merger Agreement”), pursuant to which Amentum Parent Holdings LLC merged with and into the Company (such merger, the “Merger”, and the combined company resulting from the Merger, the “Combined Company”);

WHEREAS, Executive has resigned from the Board of Directors of Jacobs, and effective as of, and following, the Merger, Executive is serving as the Executive Chair of the Combined Company; and

WHEREAS, in connection with the foregoing and the other transactions contemplated by the Merger Agreement, the Company and Executive desire to enter into this Agreement, effective as of the Effective Time (as defined in the Merger Agreement), and to set forth the terms and conditions under which Executive will serve as Executive Chair of the Combined Company.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto do hereby agree as follows:

ARTICLE I

Employment

SECTION 1.01. Term. Subject to the terms of this Agreement, the term of Executive’s employment under this Agreement commenced on the Closing Date (as defined in the Merger Agreement) and shall terminate on the second anniversary of the Closing Date (such two-year period, unless earlier terminated in accordance with this Agreement, the “Initial Term”). Executive’s employment may not be terminated by the Combined Company prior to the second anniversary of the Closing Date other than by action of the Combined Company Board to terminate employment for Cause (as defined below) or to terminate employment due to Executive’s death or Disability (as defined below). Following the Initial Term, if Executive continues in the role provided for in this Agreement, then his employment with the Combined Company shall be “at will” and the Compensation Committee of the Board (as defined below) will determine his compensation.

SECTION 1.02. Position and Duties. During the Initial Term, Executive shall serve as the Executive Chair of the Combined Company reporting to the Board of Directors of the Combined Company (the “Board”), performing duties and having responsibilities customary for the executive chair of similar companies. Executive shall

perform such services and duties in accordance with the policies, practices and bylaws of the Combined Company. During the Initial Term, Executive shall also serve as a member of the Board and the Combined Company shall nominate Executive for reelection to the Board at each annual meeting of the Combined Company that occurs during the Initial Term. While serving on the Board, Executive may also be appointed to committees and the board of directors or other managing body of the Combined Company's subsidiaries or affiliates and their committees. Executive shall not be entitled to any additional compensation for such service.

SECTION 1.03. Time and Effort. Executive shall serve the Combined Company faithfully, loyally, honestly and to the best of Executive's ability. Executive shall devote such portion of Executive's business time as is reasonably necessary to perform Executive's duties on behalf of the Combined Company and its subsidiaries and affiliates. During the Initial Term, Executive shall not at any time or place or to any extent whatsoever, either directly or indirectly, without the express written consent of the Board, engage in any outside employment or in any activity that, in the reasonable judgment of the Combined Company, is competitive with or adverse to the business, practice or affairs of the Combined Company or any of its affiliates, whether or not such activity is pursued for gain, profit or other pecuniary advantage. Notwithstanding the foregoing, it shall not be a violation of this Agreement for Executive to (i) serve as a director or advisor of any company, association, or charitable organization to the extent such service has been approved by the Nominating and Corporate Governance Committee of the Board (such approval not to be unreasonably withheld), (ii) continue to serve on the board of directors of the entities on which Executive serves as of the date of this Agreement (excluding Jacobs) and (iii) continue to hold the advisory positions that Executive holds as of the date of this Agreement.

ARTICLE II

Compensation

SECTION 2.01. Base Salary. During the Initial Term, the Combined Company shall, as compensation for the obligations set forth herein and for all services rendered by Executive in any capacity during Executive's employment under this Agreement, including services as an officer, employee, director or member of any governing body, or committee thereof, of the Combined Company or any of its affiliates, pay Executive a base salary ("Base Salary") at the annual rate of \$1,250,000 per year, payable in substantially equal installments in accordance with the Combined Company's standard payroll practices as in effect from time to time. In the event that sickness or disability payments under any insurance programs of the Combined Company or otherwise shall become payable to Executive in respect of any period of Executive's employment under this Agreement, the salary installment payable to Executive hereunder on the next succeeding salary installment payment date shall be an amount computed by subtracting (a) the amount of such sickness or disability payments that shall have become payable during the period between such date and the immediately preceding salary

installment date from (b) the salary installment otherwise payable to Executive hereunder on such date.

SECTION 2.02. Annual Bonus. During the Initial Term, Executive shall be eligible to participate in the annual incentive compensation plans of the Combined Company, as may be continued or established by the Board for similarly situated executives, in its discretion, from time to time, and shall have the opportunity to earn a performance-based cash bonus (“Annual Bonus”) with a target Annual Bonus of \$1,250,000 per year. Any performance conditions applicable to the Annual Bonus shall be the same as the performance conditions applicable to the annual bonus payable to the Chief Executive Officer of the Combined Company. If Executive remains employed through the second anniversary of the Closing Date, Executive shall be entitled to payment of the full earned Annual Bonus for fiscal year 2026 regardless of whether Executive remains employed through the applicable payment date.

SECTION 2.03. Long-Term Incentive Awards. During the Initial Term, Executive shall be eligible to participate in the long-term incentive compensation plans of the Combined Company as in effect from time to time and shall have a target annual long-term incentive award equal to \$2,500,000 per year. Subject to the provisions of Article IV, each long-term incentive award granted to Executive during the Initial Term shall vest no later than the first anniversary of the date of grant, subject solely to continued service through the applicable vesting date(s). If Executive remains employed through the second anniversary of the Closing Date, Executive shall be entitled to vest in the full long-term incentive award granted for fiscal year 2026 regardless of whether Executive remains employed through the first anniversary of the date of grant (or any earlier vesting date(s)) of such award.

ARTICLE III

Executive Benefits

SECTION 3.01. Benefit Plans. During the Initial Term, Executive shall be entitled to participate in any benefit plans (excluding severance, bonus, incentive or profit-sharing plans) offered by the Combined Company as in effect from time to time (collectively, “Benefit Plans”) on the same basis as the Chief Executive Officer of the Combined Company; provided that Executive’s benefits shall be substantially comparable in the aggregate to those provided to Executive immediately prior to the Closing Date. Executive understands that any such Benefit Plans may be terminated or amended from time to time by the Combined Company in its discretion. Notwithstanding the first sentence of this Section 3.01, nothing shall preclude Executive from participating during the Initial Term in any present or future bonus, incentive or profit-sharing plan or other plan of the Combined Company for the benefit of its employees, in each case as and to the extent approved or determined by the Board in its discretion and subject to the other terms of this Agreement.

SECTION 3.02. Business Expenses. The Combined Company shall reimburse Executive for all reasonably incurred business expenses, subject to the travel and expense policy established by the Combined Company from time to time, incurred by Executive during the Initial Term in the performance of Executive's duties hereunder; provided that Executive furnishes to the Combined Company adequate records and other documentary evidence required to substantiate such expenditures.

SECTION 3.03. Vacation. During the Initial Term, Executive shall receive paid vacation days in accordance with the Combined Company's vacation policy based on Executive's tenure with the Combined Company.

ARTICLE IV

Termination

SECTION 4.01. Exclusive Rights. The amounts payable under this Article IV and pursuant to any applicable award agreement under which the long-term incentive awards will be granted are intended to be, and are, exclusive and in lieu of any other rights or remedies to which Executive may otherwise be entitled, including under common, tort or contract law, under policies of the Combined Company and its affiliates in effect from time to time, under this Agreement or otherwise, in the event of Executive's termination of employment with the Combined Company and its affiliates; provided that, notwithstanding the foregoing, Executive shall be entitled to participate, and receive benefits under, the Severance Plan (as defined below) in accordance with its terms.

SECTION 4.02. Termination by the Combined Company for Cause; Termination by Executive without Good Reason; Expiration of Initial Term. (a) If the Combined Company terminates Executive for Cause or if Executive elects to terminate Executive's employment with the Combined Company without Good Reason, in each case, prior to the second anniversary of the Closing Date, or Executive's employment is terminated for any reason on or following the second anniversary of the Closing Date, Executive shall be entitled to receive (i) Base Salary earned through the date of termination that remains unpaid as of the date of Executive's termination, (ii) any Annual Bonus for any previously completed bonus period that has been earned and remains unpaid as of the date of Executive's termination, (iii) reimbursement for any unreimbursed business expenses properly incurred by Executive prior to the date of Executive's termination to the extent such expenses are reimbursable under Section 3.02 and (iv) such benefits (excluding benefits under any severance plan, program or policy then in effect), if any, to which Executive may be entitled under the Benefit Plans as of the date of Executive's termination, which benefits shall be payable in accordance with the terms of such Benefit Plans (the amounts described in clauses (i) through (iv) of this Section 4.02(a) being referred to herein as the "Accrued Rights").

(b) For purposes of this Agreement, the term "Cause" shall mean Executive's:

(i) conviction of, or plea of guilty or *nolo contendere* to, a felony;

(ii) willful and continued failure to substantially perform Executive's duties with the Combined Company (other than any such failure resulting from Executive's incapacity due to physical or mental illness) after a written demand for substantial performance is delivered to Executive by the Board which specifically identifies the manner in which the Board believes that Executive has not substantially performed Executive's duties;

(iii) willful engagement in conduct that is materially injurious to the Combined Company or its affiliates, monetarily or otherwise;

(iv) act of gross misconduct in connection with the performance of Executive's duties to the Combined Company;

(v) willful violation of any material Combined Company policy;

or

(vi) material breach of any employment, confidentiality, restrictive covenant or other similar agreement between the Combined Company and Executive.

(c) For purposes of this Agreement, the term "Good Reason" shall mean any of the following events without Executive's written consent:

(i) a material reduction and adverse change in the position, duties or responsibilities of Executive from those in effect immediately prior to such change;

(ii) a reduction by the Combined Company in Executive's Base Salary or Annual Bonus (other than a reduction of less than 10% that is applicable to all employees generally);

(iii) a relocation of Executive's primary work location to a distance of more than 50 miles from its location as of immediately prior to such change, unless Executive is permitted to work remotely; or

(iv) a material breach by the Combined Company (or a successor) of this Agreement or any other agreement between the Combined Company and Executive;

provided, however, that such event will not constitute Good Reason under this Agreement unless (x) Executive provides notice to the Combined Company within 30 days following the initial existence of an event constituting Good Reason, (y) the Combined Company does not remedy such event (if remediation is possible) within 30 days following the Combined Company's receipt of notice of such event, and (z)

Executive separates from service with the Combined Company within 90 days following the initial existence of such an event constituting Good Reason.

SECTION 4.03. Termination by Executive for Good Reason. If Executive terminates Executive's employment with the Combined Company for Good Reason prior to the second anniversary of the Closing Date, Executive shall be entitled to the Accrued Rights and; provided that Executive has provided a general release in favor of the Combined Company and its subsidiaries and affiliates, and their respective directors, officers, employees, agents and representatives in form and substance reasonably acceptable to the Combined Company (the "Release") and the Release has become effective and irrevocable prior to the 60th day after such termination of employment, Executive shall be entitled to the following:

(a) Cash Payments. (i) The Combined Company shall pay to Executive an amount equal to 1.5 times the sum of Executive's Base Salary and target Annual Bonus amount, payable in equal installments through the date that is 18 months after the date of Executive's termination of employment (the "Severance Period") at the same times at which and in the same manner in which Executive's Base Salary would have been payable to Executive had a termination of employment not occurred, and (ii) the Combined Company shall provide to Executive, during the calendar year following the calendar year in which Executive's termination of employment occurs, an Annual Bonus for the fiscal year in which the termination occurs equal to the Annual Bonus that Executive would have received if his employment had not terminated prior to the end of the fiscal year (e.g., after determining whether applicable performance goals have been achieved, determined on a basis consistent with past practice), pro-rated based on a fraction, the numerator of which shall equal the number of days Executive was employed by the Combined Company in the fiscal year in which Executive's termination occurs and the denominator of which shall equal 365 (the "Pro-Rata Bonus"); provided, however, that, in the case of clause (i), the Combined Company shall (x) commence such payments on the 60th day after termination of Executive's employment, except that any payments that would have otherwise been paid to Executive following the date of the termination of employment and prior to such 60th day shall be accumulated and paid to Executive in a lump sum on the first payment date following such 60th day, and (y) not continue such payments at any time following either (A) breach of the provisions of Section 5.03 or 5.04 or (B) breach of the provisions of Article V (other than Section 5.03 or 5.04) that (X) is materially damaging to the business or reputation of the Combined Company or any of its affiliates or (Y) occurs after the Combined Company has notified Executive more than once of a prior breach of such Article V (other than Section 5.03 or 5.04).

(b) Financial Planning Services; Life Insurance; Health Benefit Continuation. The Combined Company shall pay Executive a lump sum cash payment in an amount sufficient to cover 18 months of (i) the annual premium that would be payable to Executive for the continued receipt of financial planning services which Executive receives as of immediately prior to the date of Executive's termination of employment and (ii) the annual premium pursuant to the Consolidated Omnibus Budget

Reconciliation Act of 1985, as amended, that would be payable by Executive for continued participation in the Combined Company's group health plans (including medical and dental insurance) in which Executive participates as of immediately prior to the date of Executive's termination of employment. Such lump sum cash payments pursuant to this Section 4.03(b) shall be paid within 90 days following the date of Executive's termination of employment, subject to Section 4.03(e) below. In addition, the Combined Company shall pay Executive a monthly cash payment grossed up for taxes to permit Executive to purchase life insurance coverage at the same benefit level as currently provided to active senior executives of the Combined Company and at the same cost to Executive as is generally provided to active senior executives of the Combined Company.

(c) Outplacement. Executive shall receive reasonable outplacement services to be provided by a provider selected by Executive during the Severance Period, the cost of which shall be borne by the Combined Company; provided, however, that notwithstanding the foregoing, Executive shall commence using such services within 12 months of Executive's termination of employment, such outplacement services shall end not later than the last day of the second calendar year that begins after the date of termination of Executive's employment and the Combined Company shall pay any amounts in respect of such outplacement services not later than the last day of the third calendar year that begins after such date of termination.

(d) Long-Term Incentive Awards. Any unvested long-term incentive award granted to Executive pursuant to Section 2.03 of this Agreement shall immediately vest and settle as of such date of termination.

(e) Release. For the avoidance of doubt, (x) the Release shall not require Executive to release any rights to post-termination payments or benefits afforded to him by this Agreement, or any vested benefits or rights pursuant to the terms of the Combined Company's and its affiliates' benefit plans or programs, or to any rights related to his ownership of fully vested equity securities of the Combined Company, and (y) if the Release does not become effective and irrevocable within 60 days following the date of Executive's termination of employment pursuant to this Section 4.03(e), the Combined Company shall not be obligated to make any payments or provide any benefits under Section 4.03(a), (b), (c) or (d) above and Executive shall only be entitled to the Accrued Rights.

SECTION 4.04. Termination for Disability or Death. Executive's employment shall terminate automatically upon Executive's death. The Combined Company may terminate Executive's employment upon the occurrence of Executive's Disability. In the event of Executive's termination due to death or Disability, Executive, or Executive's estate, as the case may be, shall be entitled to receive the Accrued Rights and the Pro-Rata Bonus no later than two and one-half months following the end of the calendar year in which Executive's termination of employment occurs. In addition, any unvested long-term incentive award granted pursuant to Section 2.03 of this Agreement

shall immediately vest and settle as of the date of Executive's termination due to death or Disability. For purposes of this Agreement, the term "Disability" shall mean (a) the inability of Executive, due to illness, accident or any other physical or mental incapacity, to perform Executive's duties in a normal manner for a period of 180 days (whether or not consecutive) in any twelve-month period during the term of Executive's employment under this Agreement or (b) Executive being accepted for long-term disability benefits under any long-term disability plan in which he is then participating. The Board shall determine, according to the facts then available, whether and when the Disability of Executive has occurred. Such determination shall not be arbitrary or unreasonable and the Board will take into consideration the expert medical opinion of a physician chosen by the Combined Company, after such physician has completed an examination of Executive. Executive agrees to make himself available for such examination upon the reasonable request of the Combined Company.

SECTION 4.05. Coordination of Benefits. In the event of a "change in control" of the Combined Company, Executive shall be eligible to receive the severance benefits provided for under any severance plan of the Company providing for severance benefits in connection with such change in control (the "Severance Plan"). Notwithstanding the foregoing, in no event shall Executive be entitled to receive severance benefits under both this Agreement and the Severance Plan and shall receive either the severance benefits provided for under this Agreement or those provided for under the Severance Plan, whichever is greater.

ARTICLE V

Executive Covenants

SECTION 5.01. The Company Interests. Executive acknowledges that the Combined Company has expended substantial amounts of time, money and effort to develop business strategies, customer relationships, employee relationships, trade secrets and goodwill and to build an effective organization, and that the Combined Company has a legitimate business interest and right in protecting those assets as well as any similar assets that the Combined Company may develop or obtain. Executive acknowledges that the Combined Company is entitled to protect and preserve the going concern value of the Combined Company and its business and trade secrets to the extent permitted by law. Executive acknowledges that the Combined Company's business is worldwide in nature and international in scope. Executive acknowledges and agrees that the restrictions imposed upon Executive under this Agreement are reasonable and necessary for the protection of the Combined Company's goodwill, confidential information, trade secrets and customer relationships, and that the restrictions set forth in this Agreement will not prevent Executive from earning a livelihood without violating any provision of this Agreement.

SECTION 5.02. Consideration to Executive. In consideration of the Combined Company's entering into this Agreement and the Combined Company's

obligations hereunder and other good and valuable consideration, the receipt of which is hereby acknowledged, and acknowledging hereby that the Combined Company would not have entered into this Agreement without the covenants contained in this Article V, Executive hereby agrees to be bound by the provisions and covenants contained in this Article V.

SECTION 5.03. Non-Solicitation. Executive agrees that, for the period commencing on the Closing Date and terminating one year after the date of Executive's termination of employment with the Combined Company for any reason, Executive shall not, and shall cause each of Executive's affiliates (other than the Combined Company) not to, directly or indirectly: (a) solicit any person or entity that is or was a customer (or prospective customer) of the Combined Company to (i) purchase any goods or services related to any Competitive Business (as defined below) that are of the type sold by the Combined Company, from anyone other than the Combined Company or (ii) reduce its volume of goods or services purchased from the Combined Company, (b) interfere with, or attempt to interfere with, business relationships (whether formed before, on or after the Closing Date) between the Combined Company and suppliers, partners, members or investors of the Company, (c) other than on behalf of the Combined Company, solicit, recruit or hire any employee or consultant of the Combined Company or any person who has, at any time within two years prior to such solicitation, recruitment or hiring, worked for or provided services to the Combined Company, (d) solicit or encourage any employee or consultant of the Combined Company to leave the employment of, or to cease providing services to, the Company or (e) assist any person or entity in any way to do, or attempt to do, anything prohibited by this Section 5.03.

SECTION 5.04. Non-Competition. (a) Executive agrees that, for the period commencing on the Closing Date and terminating one year after the date of Executive's termination of employment with the Combined Company for any reason, Executive shall not, and shall cause each of Executive's affiliates (other than the Combined Company) not to, directly or indirectly: (i) engage in or establish any Competitive Business including selling goods or services relating to any Competitive Business that are of the type sold by the Combined Company, (ii) assist any person or entity in any way to engage in or establish, or attempt to engage in or establish, any Competitive Business, (iii) except as provided in Section 5.04(c), be employed by, consult with, advise, permit his name to be used by, or be connected in any manner with the ownership, management, operation or control of any person or entity that directly or indirectly engages in any Competitive Business or (iv) engage in any course of conduct that involves any Competitive Business that is substantially detrimental to the business reputation of the Combined Company.

(b) The term "Competitive Business" means any business or entity that is or proposes to be engaged in any business conducted by the Combined Company from time to time during the term of this Agreement, including without limitation, (i) nuclear and environmental management services, including, without limitation, environmental clean-up operations, nuclear decontamination and decommissioning services, waste

management projects and consulting / engineering services related to high hazard environments, (ii) intelligence operations, translation services, cyber-security services, vulnerability assessments, IT services, systems engineering services, systems integration, program and project management services and training (in particular, special operations, submarine and weapons system training), (iii) mission readiness services and solutions, including without limitation, logistics and supply chain management, facilities management, maintenance of military equipment, fighter plane testing, fighter pilot training, border security services and chemical weapons demilitarization, and (iv) any other business engaged in by the Combined Company, or with respect to which the Combined Company has taken any substantial steps to engage in, at any time during the two-year period preceding Executive's termination of employment.

(c) This Section 5.04 shall not be deemed breached solely as a result of the ownership by Executive or any of Executive's affiliates of: (i) less than an aggregate of 5% of any class of stock of a public company engaged, directly or indirectly, in any Competitive Business; (ii) less than 5% in value of any instrument of indebtedness of a public company engaged, directly or indirectly, in any Competitive Business; or (iii) a public company that engages, directly or indirectly, in any Competitive Business if such Competitive Business accounts for less than 5% of such person's or entity's consolidated annual revenues. A "public company" for purposes of this Section 5.04(c) shall mean an entity whose common stock is traded on a nationally recognized securities exchange.

(d) This Section 5.04 shall be the exclusive noncompetition covenant between the Combined Company and Executive and shall supersede any noncompetition covenant contained in any other agreement between Executive and Combined Company or any of its affiliates, whether entered into before, on or after the Closing Date, unless any such noncompetition covenant explicitly references this Agreement and Executive agrees in writing that such covenant supersedes this Section 5.04.

SECTION 5.05. Confidential Information. Executive hereby acknowledges that (a) in the performance of Executive's duties and services pursuant to this Agreement, Executive has received, and may be given access to, Confidential Information and (b) all Confidential Information is or will be the property of the Combined Company. For purposes of this Agreement, "Confidential Information" shall mean information, knowledge and data that is or will be used, developed, obtained or owned by the Combined Company relating to the business, products and/or services of the Combined Company or the business, products and/or services of any customer, sales officer, sales associate or independent contractor thereof, including products, services, fees, pricing, designs, marketing plans, strategies, analyses, forecasts, formulas, drawings, photographs, reports, records, computer software (whether or not owned by, or designed for, the Combined Company), other operating systems, applications, program listings, flow charts, manuals, documentation, data, databases, specifications, technology, inventions, new developments and methods, improvements, techniques, trade secrets, devices, products, methods, know-how, processes, financial data, customer lists, contact persons, cost information, executive information, regulatory matters, personnel matters,

accounting and business methods, copyrightable works and information with respect to any vendor, customer, sales officer, sales associate or independent contractor of the Combined Company, in each case whether patentable or unpatentable and whether or not reduced to practice, and all similar and related information in whatever form, and all such items of any vendor, customer, sales officer, sales associate or independent contractor of the Combined Company; provided, however, that Confidential Information shall not include information that is generally known to the public other than as a result of disclosure by Executive in breach of this Agreement or in breach of any similar covenant made by Executive prior to entering into this Agreement.

SECTION 5.06. Non-Disclosure. Except as otherwise specifically provided in Section 5.07, Executive will not, directly or indirectly, disclose or cause or permit to be disclosed, to any person or entity whatsoever, or utilize or cause or permit to be utilized, by any person or to any entity whatsoever, any Confidential Information acquired pursuant to Executive's employment with the Combined Company (whether acquired prior to or subsequent to the execution of this Agreement) under this Agreement or otherwise.

SECTION 5.07. Permitted Disclosure. This Agreement does not limit or interfere with Executive's right to communicate and cooperate in good faith with a government agency for the purpose of (a) reporting a possible violation of any U.S. federal, state, or local law or regulation, (b) participating in any investigation or proceeding that may be conducted or managed by any government agency, including by providing documents or other information or (c) filing a charge or complaint with a government agency. Without limiting the foregoing, nothing in or about this Agreement prohibits Executive from: (1) filing and, as provided for under Section 21F of the Securities Exchange Act of 1934, maintaining the confidentiality of a claim with the SEC, (2) providing Confidential Information or information that would otherwise violate Section 5.06 or 5.10 of this Agreement to the SEC to the extent permitted by Section 21F of the Securities Exchange Act of 1934, (3) cooperating, participating or assisting in an SEC investigation or proceeding without notifying the Company, or (4) receiving a monetary award as set forth in Section 21F of the Securities Exchange Act of 1934. Further, Executive is hereby notified, in accordance with the Defend Trade Secrets Act of 2016, 18 U.S.C. § 1833(b), that (i) an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state or local government official, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; (ii) an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (iii) an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding if the individual files any document containing the trade secret under seal and does not disclose the trade secret except pursuant to court order.

SECTION 5.08. Assignment of Inventions; Further Assurances. All rights to discoveries, inventions, improvements and innovations (including all data and records pertaining thereto) related to the business of the Combined Company or its current or former affiliates, whether or not patentable, copyrightable, registrable as a trademark, or reduced to writing, that Executive may discover, invent or originate during the term of Executive's service to the Combined Company or its affiliates (whether before, on or after the Closing Date), either alone or with others and whether or not during working hours or by the use of the facilities of the Combined Company ("Inventions"), shall be the exclusive property of the Combined Company or its designee. Executive shall promptly disclose all Inventions to the Combined Company. Executive shall take all requested actions and execute all requested documents to assist the Combined Company, or its designee, at the Combined Company's expense, in every way to secure the Combined Company's or its designee's above rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, and to pursue any patents or registrations with respect thereto. This covenant shall survive the termination of this Agreement. If the Combined Company or its designee is unable for any other reason to secure Executive's signature on any document for this purpose, then Executive hereby irrevocably designates and appoints the Combined Company or its designee and their duly authorized officers and agents, as the case may be, as Executive's agent and attorney-in-fact, to act for and in Executive's behalf and stead to execute any documents and to do all other lawfully permitted acts in connection with the foregoing.

SECTION 5.09. Records. All memoranda, books, records, documents, papers, plans, information, letters and other data relating to Confidential Information or the business and customer accounts of the Combined Company, whether prepared by Executive or otherwise, coming into Executive's possession shall be and remain the exclusive property of the Combined Company and Executive shall not, during the term of Executive's employment with the Combined Company or thereafter, directly or indirectly assert any interest or property rights therein. Upon termination of employment with the Combined Company for any reason, (a) Executive will immediately return to the Combined Company all such memoranda, books, records, documents, papers, plans, information, letters and other data, and all copies thereof or therefrom, and Executive will not retain, or cause or permit to be retained, any copies or other embodiments of the materials so returned and (b) Executive shall delete all documents, materials, and information (and copies thereof) of the Combined Company from all Executive's personal electronic devices (e.g., laptop, iPad, telephone, thumb drives, etc.). Executive further agrees that he will not retain or use for Executive's account at any time any trade names, trademark or other proprietary business designation used or owned in connection with the business of the Combined Company.

SECTION 5.10. Non-Disparagement. Executive has not prior to the Closing Date, whether in writing or orally, criticized or disparaged the Combined Company, nor shall Executive during the period commencing on the Closing Date and terminating five years after the date of Executive's termination of employment with the

Combined Company for any reason (the “Non-Disparagement Period”), unless in the context of litigation between the Combined Company and Executive or under penalty of perjury or otherwise permitted pursuant to Section 5.07, whether in writing or orally, criticize or disparage the Combined Company or any of its respective current or former affiliates, directors, officers, employees, members, partners, agents or representatives. The Combined Company shall instruct the Company Parties (as defined below) not to, whether in writing or orally, criticize or disparage Executive during the Non-Disparagement Period, unless in the context of litigation between the Combined Company and Executive or under penalty of perjury. For purposes of this Agreement, the term the “Company Parties” shall mean the executive officers and designated spokespersons of the Combined Company, acting in their capacity as representatives of the Combined Company.

SECTION 5.11. Specific Performance. Executive agrees that any breach by Executive of any of the provisions of this Article V shall cause irreparable harm to the Combined Company that could not be made whole by monetary damages and that, in the event of such a breach, Executive shall waive the defense in any action for specific performance that a remedy at law would be adequate, and the Combined Company shall be entitled to specifically enforce the terms and provisions of this Article V without the necessity of proving actual damages or posting any bond or providing prior notice, in addition to any other remedy to which the Combined Company may be entitled at law or in equity.

SECTION 5.12. Notification of Subsequent Employer. Prior to accepting employment with any other person or entity during any period during which Executive remains subject to any of the covenants set forth in Section 5.03 or Section 5.04, Executive shall provide such prospective employer with written notice of such provisions of this Agreement.

ARTICLE VI

Miscellaneous

SECTION 6.01. Assignment. This Agreement shall not be assignable by Executive. The parties agree that any attempt by Executive to delegate Executive’s duties hereunder shall be null and void. This Agreement may be assigned by the Combined Company to a person or entity that is an affiliate or a successor in interest to substantially all the business operations of the Combined Company. Upon such assignment, the rights and obligations of the Combined Company hereunder shall become the rights and obligations of such affiliate or successor person or entity. As used in this Agreement, the term the “Combined Company” shall mean the Combined Company as hereinbefore defined in the recital to this Agreement and any permitted assignee to which this Agreement is assigned.

SECTION 6.02. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Combined

Company and the personal or legal representatives, executors, administrators, successors, distributees, devisees and legatees of Executive. Executive acknowledges and agrees that all Executive's covenants and obligations to the Combined Company, as well as the rights of the Combined Company under this Agreement, shall run in favor of and will be enforceable by the Combined Company, its subsidiaries and its successors and permitted assigns.

SECTION 6.03. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties and with respect to the transactions contemplated hereby and subject matter hereof and supersedes and replaces any and all prior agreements, understandings, statements, representations and warranties, written or oral, express or implied and/or whenever and howsoever made, directly or indirectly relating to the subject matter hereof. Notwithstanding the above, Executive's covenants set forth in Article V shall operate independently of, and shall be in addition to, any similar covenants to which Executive is subject pursuant to any other agreement with the Combined Company or any of the Combined Company's affiliates.

SECTION 6.04. Amendment. Except as provided in Section 6.13(d) hereof, this Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto.

SECTION 6.05. Notice. All documents, notices, requests, demands and other communications that are required or permitted to be delivered or given under this Agreement shall be in writing and shall be deemed to have been duly delivered or given when received.

the Combined Company:	If to	Amentum Holdings, Inc. 4800 Westfields Boulevard Suite #400 Chantilly, Virginia 20151 Attention: Stuart Young stuart.young@amentum.com
copies to:	with	Cravath, Swaine & Moore LLP Two Manhattan West 375 Ninth Avenue New York, NY 10001 Attention: David J. Perkins, Esq. Matthew J. Bobby, Esq. Telephone: (212) 474-1000 Facsimile: (212) 474-3700 E-mail: dperkins@cravath.com mbobby@cravath.com
Executive:	If to	Address last on file with the Combined Company

SECTION 6.06. Governing Law and Jurisdiction. (a) This Agreement and any disputes arising under or related hereto (whether for breach of contract, tortious conduct or otherwise) shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, without reference to its conflicts of law principles. Each party irrevocably agrees that any legal action, suit or proceeding against them arising out of or in connection with this Agreement or the transactions contemplated by this Agreement or disputes relating hereto (whether for breach of contract, tortious conduct or otherwise) shall be brought exclusively in the United States District Court for the Eastern District of Virginia, or, if such court does not have subject matter jurisdiction, the state courts of Virginia located in Fairfax County and hereby irrevocably accepts and submits to the exclusive jurisdiction and venue of the aforesaid courts in personam, with respect to any such action, suit or proceeding.

(b) Each party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party (i) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other parties hereto have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 6.06(b).

(c) In the event of any dispute or legal action arising under this Agreement, each party shall be responsible for bearing its own expenses, attorneys' fees and other costs during the pendency of such dispute or legal action, except that in the event of a legal action in which one party prevails on all or substantially all of the matters subject to the dispute, the prevailing party shall be entitled to reimbursement from the other party for all expenses, attorneys' fees and other costs incurred in connection with such legal action.

SECTION 6.07. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable in any jurisdiction, then such provision, covenant or condition shall, as to such jurisdiction, be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or, if such provision cannot be modified or restricted, then such provision shall, as to such jurisdiction, be deemed to be excised from this Agreement and any such invalidity, illegality or unenforceability with respect to such provision shall not invalidate or render unenforceable such provision in any other jurisdiction, and the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 6.08. Survival. The rights and obligations of the Combined Company and Executive under the provisions of this Agreement, including Articles V and VI, shall survive and remain binding and enforceable, notwithstanding any termination of Executive's employment with the Combined Company or a termination of

this Agreement, in each case to the extent necessary to preserve the intended benefits of such provisions.

SECTION 6.09. Cooperation. Executive shall provide Executive's reasonable cooperation to the Combined Company in connection with any suit, action or proceeding (or any appeal therefrom) that relates to events occurring during Executive's employment with the Combined Company or any of its affiliates other than a suit between Executive, on the one hand, and the Combined Company, on the other hand; provided that the Combined Company shall reimburse Executive at a reasonable rate for his time (if Executive is no longer employed by the Combined Company) and for expenses reasonably incurred in connection with such cooperation.

SECTION 6.10. No Waiver. The provisions of this Agreement may be waived only in writing signed by the party or parties entitled to the benefit thereof. A waiver or any breach or failure to enforce any provision of this Agreement shall not in any way affect, limit or waive a party's rights hereunder at any time to enforce strict compliance thereafter with every provision of this Agreement.

SECTION 6.11. Set Off. The Combined Company's obligation to pay Executive the amounts provided and to make the arrangements provided hereunder shall be subject to set off, counterclaim or recoupment of amounts owed by Executive to the Combined Company or its affiliates, except as provided in Section 6.13.

SECTION 6.12. Withholding Taxes. The Combined Company may withhold from any amounts payable under this Agreement such Federal, state, local and foreign taxes as may be required to be withheld pursuant to any applicable law or regulation.

SECTION 6.13. Section 409A. (a) It is intended that the provisions of this Agreement comply with Section 409A of the Code ("Section 409A") or an exemption thereunder, and all provisions of this Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A.

(b) Neither Executive nor any of his creditors or beneficiaries shall have the right to subject any deferred compensation (within the meaning of Section 409A) payable under this Agreement or under any other plan, policy, arrangement or agreement of or with the Combined Company or any of its affiliates (this Agreement and such other plans, policies, arrangements and agreements, the "Company Plans") to any anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment or garnishment. Except as permitted under Section 409A, any deferred compensation (within the meaning of Section 409A) payable to Executive or for Executive's benefit under any Company Plan may not be reduced by, or offset against, any amount owing by Executive to the Combined Company or any of its affiliates.

(c) Severance benefits under this Agreement are intended to be exempt from Section 409A under the “short-term deferral” exception, to the maximum extent applicable, and then under the “separation pay” exception, to the maximum extent applicable. If, at the time of Executive’s separation from service (within the meaning of Section 409A), (i) Executive shall be a specified employee (within the meaning of Section 409A and using the identification methodology selected by the Combined Company from time to time) and (ii) the Combined Company shall make a good faith determination that an amount payable under a Company Plan constitutes deferred compensation (within the meaning of Section 409A) the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Section 409A in order to avoid taxes or penalties under Section 409A, then the Combined Company (or its affiliate, as applicable) shall not pay such amount on the otherwise scheduled payment date but shall instead accumulate such amount and pay it on the first business day after such six-month period.

(d) Notwithstanding any provision of this Agreement or any other Company Plan to the contrary, in light of the uncertainty with respect to the proper application of Section 409A, the Combined Company reserves the right to make amendments to any Company Plan as the Combined Company deems necessary or desirable to avoid the imposition of taxes or penalties under Section 409A. In any case, Executive is solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on Executive or for Executive’s account in connection with any Company Plan (including any taxes and penalties under Section 409A), and neither the Combined Company nor any affiliate shall have any obligation to indemnify or otherwise hold Executive harmless from any or all of such taxes or penalties.

(e) For purposes of Section 409A, each payment hereunder will be deemed to be a separate payment as permitted under Treasury Regulation Section 1.409A-2(b)(2)(iii). Notwithstanding anything herein to the contrary, to the extent required by Section 409A, Executive shall not be entitled to any payments or benefits payable hereunder as a result of Executive’s termination of employment with the Combined Company that constitute “deferred compensation” under Section 409A unless such termination of employment qualifies as a “separation from service” within the meaning of Section 409A (and any related regulations or other pronouncements thereunder).

(f) Except as specifically permitted by Section 409A, any benefits and reimbursements provided to Executive under this Agreement during any calendar year shall not affect any benefits and reimbursements to be provided to Executive under this Agreement in any other calendar year, and the right to such benefits and reimbursements cannot be liquidated or exchanged for any other benefit. Furthermore, reimbursement payments shall be made to Executive as soon as practicable following the date that the applicable expense is incurred, but in no event later than the last day of the calendar year following the calendar year in which the underlying expense is incurred.

SECTION 6.14. Section 280G. Notwithstanding any other agreement between the Combined Company and Executive, in the event that any payment or benefits provided to Executive (whether made or provided pursuant to this Agreement or otherwise) constitute “parachute payments” within the meaning of Section 280G of the Code (“Parachute Payments”) and would be subject to the tax (the “Excise Tax”) imposed by Section 4999 of the Code, then Executive shall be entitled to receive either (i) the full amount of the Parachute Payments, or (ii) the maximum amount that may be provided to Executive without resulting in any portion of such Parachute Payments being subject to such Excise Tax, whichever of clauses (i) and (ii), after taking into account applicable Federal, state, and local taxes and the Excise Tax, results in the receipt by the Executive, on an after-tax basis, of the greatest portion of the Parachute Payments. Any reduction of the Parachute Payments pursuant to the foregoing shall occur in the following order: (a) any cash payment under any retention bonus agreement or similar agreement, (b) any cash severance payable by reference to Executive’s Base Salary and Annual Bonus, (c) any other cash amount payable to Executive, (d) any benefit valued as a Parachute Payment, and (e) acceleration of vesting of any equity award. Such reduction shall be first applied to payments and benefits in each of the foregoing categories in reverse order beginning with the payments or benefits that are to be paid the furthest in time from the date of such determination. Any determination required under this Section 6.14 shall be made in writing by a nationally recognized public accounting firm designated by public accountants of the Combined Company, whose determination shall be conclusive and binding for all purposes upon the Combined Company and Executive. For purposes of making any calculation required by this Section 6.14, such accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good-faith interpretations concerning the application of Sections 280G and 4999 of the Code.

SECTION 6.15. Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile or PDF), each of which shall be deemed to be an original instrument and all of which together shall constitute a single instrument. If any signature is delivered by facsimile transmission or by PDF, such signature shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or PDF signature were an original thereof.

SECTION 6.16. Construction. The headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. As used in this Agreement, words such as “herein,” “hereinafter,” “hereby” and “hereunder,” and the words of like import refer to this Agreement, unless the context requires otherwise. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. As used in Article V and VI, the terms the “Combined Company” and the “Company” include the Combined Company or the Company, respectively, and each of their subsidiaries and affiliates and their predecessors, successors and assigns.

[Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

AMENTUM HOLDINGS, INC.

by /s/ Stuart Young
Name: Stuart Young
Title: Chief Legal Officer

STEVEN DEMETRIOU

 /s/ Steven Demetriou

Exhibit 10.6

EMPLOYMENT AGREEMENT (this “Agreement”), dated as of November 6, 2024, by and between John E. Heller (“Executive”) and Amentum Holdings, Inc., a Delaware corporation (the “Company”).

WHEREAS, Executive is party to an Employment Agreement with Amentum Services, Inc., dated as of February 17, 2021 (the “Prior Agreement”);

WHEREAS, the Company (formerly known as Amazon Holdco Inc.) previously entered into that Agreement and Plan of Merger, dated as of November 20, 2023, by and among Jacobs Solutions Inc., Amentum Parent Holdings LLC and Amentum Joint Venture LP (the “Merger Agreement”), pursuant to which Amentum Parent Holdings LLC merged with and into the Company (such merger, the “Merger”, and the combined company resulting from the Merger, the “Combined Company”);

WHEREAS, effective as of, and following, the Merger, Executive is serving as the Chief Executive Officer of the Combined Company; and

WHEREAS, in connection with the foregoing and the other transactions contemplated by the Merger Agreement, the Company and Executive desire to terminate the Prior Agreement and enter into this Agreement, effective as of the Effective Time (as defined in the Merger Agreement), and to set forth the terms and conditions under which Executive will serve as Chief Executive Officer of the Combined Company.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto do hereby agree as follows:

ARTICLE I

Employment

SECTION 1.01. Term. Subject to the terms of this Agreement, the term of Executive’s employment under this Agreement commenced on the Closing Date (as defined in the Merger Agreement) and shall terminate on the second anniversary of the Closing Date (the “Initial Period”); provided that such term of employment shall automatically renew upon the expiration of the Initial Period and on each subsequent anniversary thereof for one year (“Renewal Period”), unless the Combined Company delivers to Executive, or Executive delivers to the Combined Company, written notice (“Notice of Non-Renewal”) at least 60 days in advance of the expiration of the Initial Period or any Renewal Period that such term of employment shall not be extended, in which case such term of employment shall end at the end of the Initial Period or Renewal Period in which such notice was delivered and shall not be further extended. Notwithstanding the foregoing, Executive’s employment with the Combined Company shall be “at will” and, subject to the provisions of Article IV and the notice requirements set forth above, Executive’s employment under this Agreement may be terminated by the

Combined Company or Executive at any time and for any reason, with or without prior notice.

SECTION 1.02. Position and Duties. During Executive's term of employment, Executive shall serve as the Chief Executive Officer of the Combined Company reporting to the Board of Directors of the Combined Company (the "Board"), performing duties and having responsibilities customary for the chief executive officer of similar companies. Executive shall perform such services and duties in accordance with the policies, practices and bylaws of the Combined Company. During Executive's term of employment, Executive shall also serve as a member of the Board and may also be appointed to committees and the board of directors or other managing body of the Combined Company's subsidiaries or affiliates and their committees. Executive shall not be entitled to any additional compensation for such service. For all purposes, any action to be taken, or determination to be made by, the Board under this Agreement may also be made by a duly authorized committee of the Board.

SECTION 1.03. Time and Effort. Executive shall serve the Combined Company faithfully, loyally, honestly and to the best of Executive's ability. Executive shall devote all of Executive's business time and best efforts to the performance of Executive's duties on behalf of the Combined Company and its subsidiaries and affiliates. During Executive's term of employment, Executive shall not at any time or place or to any extent whatsoever, either directly or indirectly, without the express written consent of the Board, engage in any outside employment or in any activity that, in the reasonable judgment of the Combined Company, is competitive with or adverse to the business, practice or affairs of the Combined Company or any of its affiliates, whether or not such activity is pursued for gain, profit or other pecuniary advantage. Notwithstanding the foregoing, it shall not be a violation of this Agreement for Executive to (i) serve as a director of charitable organizations to the extent such service has been approved by the Board (such approval not to be unreasonably withheld) or (ii) continue to serve on the board of directors of the entities set forth on Schedule A hereto.

ARTICLE II

Compensation

SECTION 2.01. Base Salary. During the term of Executive's employment under this Agreement, the Combined Company shall, as compensation for the obligations set forth herein and for all services rendered by Executive in any capacity during Executive's employment under this Agreement, including services as an officer, employee, director or member of any governing body, or committee thereof, of the Combined Company or any of its affiliates, pay Executive a base salary ("Base Salary") at the annual rate of \$1,225,000 per year, payable in substantially equal installments in accordance with the Combined Company's standard payroll practices as in effect from time to time. The Combined Company shall review Executive's performance at least annually and may increase but not decrease his Base Salary in connection with such

reviews. In the event that sickness or disability payments under any insurance programs of the Combined Company or otherwise shall become payable to Executive in respect of any period of Executive's employment under this Agreement, the salary installment payable to Executive hereunder on the next succeeding salary installment payment date shall be an amount computed by subtracting (a) the amount of such sickness or disability payments that shall have become payable during the period between such date and the immediately preceding salary installment date from (b) the salary installment otherwise payable to Executive hereunder on such date.

SECTION 2.02. Annual Bonus. During the term of Executive's employment under this Agreement, Executive shall be eligible to participate in the annual incentive compensation plans of the Combined Company, as may be continued or established by the Board for similarly situated executives, in its discretion, from time to time, and shall have the opportunity to earn a performance-based cash bonus ("Annual Bonus") with a target Annual Bonus of 140% of Base Salary for the fiscal year to which such Annual Bonus relates.

SECTION 2.03. Long-Term Incentive Awards. During the term of Executive's employment under this Agreement, Executive shall be eligible to participate in the long-term incentive compensation plans of the Combined Company as in effect from time to time on a basis, including with respect to grant date values and terms and conditions, as determined by the Board, consistent with Executive's roles and duties.

ARTICLE III

Executive Benefits

SECTION 3.01. Benefit Plans. During the term of Executive's employment under this Agreement, Executive shall be entitled to participate in any benefit plans (excluding severance, bonus, incentive or profit-sharing plans) offered by the Combined Company as in effect from time to time (collectively, "Benefit Plans") on the same basis as that generally made available to other employees of the Combined Company to the extent Executive may be eligible to do so under the terms of any such Benefit Plan. Executive understands that any such Benefit Plans may be terminated or amended from time to time by the Combined Company in its discretion. Notwithstanding the first sentence of this Section 3.01, nothing shall preclude Executive from participating during the term of Executive's employment under this Agreement in any present or future bonus, incentive or profit-sharing plan or other plan of the Combined Company for the benefit of its employees, in each case as and to the extent approved or determined by the Board in its discretion and subject to the other terms of this Agreement.

SECTION 3.02. Business Expenses. The Combined Company will reimburse Executive for all reasonably incurred business expenses, subject to the travel and expense policy established by the Combined Company from time to time, incurred by Executive during the term of Executive's employment under this Agreement in the performance of Executive's duties hereunder; provided that Executive furnishes to the

Combined Company adequate records and other documentary evidence required to substantiate such expenditures. The Company shall promptly reimburse Executive up to \$25,000 in attorneys' fees incurred by him in connection with the entry into this Agreement; provided that Executive furnishes to the Company adequate records and other documentary evidence required to substantiate such attorneys' fees.

SECTION 3.03. Vacation. During the term of Executive's employment under this Agreement, Executive shall receive paid vacation days in accordance with the Combined Company's vacation policy based on Executive's tenure with the Combined Company.

ARTICLE IV

Termination

SECTION 4.01. Exclusive Rights. The amounts payable under this Article IV and pursuant to any applicable award agreement under which the long-term incentive awards will be granted are intended to be, and are, exclusive and in lieu of any other rights or remedies to which Executive may otherwise be entitled, including under common, tort or contract law, under policies of the Combined Company and its affiliates in effect from time to time, under this Agreement or otherwise, in the event of Executive's termination of employment with the Combined Company and its affiliates; provided that, notwithstanding the foregoing, Executive shall be entitled to participate, and receive benefits under, the Amentum Holdings, Inc. Severance Plan for Key Employees in accordance with its terms.

SECTION 4.02. Termination by The Company for Cause; Termination by Executive without Good Reason. (a) If the Combined Company terminates Executive for Cause or if Executive elects to terminate Executive's employment with the Combined Company without Good Reason, Executive shall be entitled to receive (i) Base Salary earned through the date of termination that remains unpaid as of the date of Executive's termination, (ii) any Annual Bonus for any previously completed bonus period that has been earned and remains unpaid as of the date of Executive's termination, (iii) reimbursement for any unreimbursed business expenses properly incurred by Executive prior to the date of Executive's termination to the extent such expenses are reimbursable under Section 3.02 and (iv) such benefits (excluding benefits under any severance plan, program or policy then in effect), if any, to which Executive may be entitled under the Benefit Plans as of the date of Executive's termination, which benefits shall be payable in accordance with the terms of such Benefit Plans (the amounts described in clauses (i) through (iv) of this Section 4.02(a) being referred to herein as the "Accrued Rights").

(b) For purposes of this Agreement, the term "Cause" shall mean Executive's:

- (i) intentional failure to perform reasonably assigned duties;

(ii) personal dishonesty or willful misconduct in the performance of duties, which causes or threatens to cause material injury to the Combined Company or any of its affiliates, including any reputational harm;

(iii) breach of fiduciary duties owed by Executive to the Combined Company or any of its affiliates resulting in personal profit to Executive;

(iv) willful violation of any law, rule or regulation in connection with the performance of duties (other than traffic violations or similar offenses);

(v) material failure to comply with the Combined Company's code of conduct or employment practices;

(vi) material breach of any of the terms contained in this Agreement or similar type of agreement to which Executive is a party; or

(vii) any act by Executive involving (A) fraud, (B) any breach by Executive of applicable regulations of competent authorities in relation to trading or dealing with stocks, securities, or investments or (C) any willful or grossly negligent act by the Executive resulting in an investigation by the Securities and Exchange Commission (the "SEC") or other governmental authority, which, in each of cases (A), (B) and (C) above, the Board determines in its reasonable and good faith discretion materially adversely affects the Combined Company or any of its affiliates or Executive's ability to perform his duties hereunder.

For purposes of this definition, an act, or failure to act, on Executive's part shall be deemed "willful" if done, or omitted to be done, by Executive intentionally, in bad faith and without reasonable belief that the action or omission was in the best interest of the Combined Company. If the Combined Company desires to terminate Executive's employment for Cause in the case of any prong other than clause (iv) of Section 4.02(b) and the basis for Cause, by its nature, is capable of being cured, the Combined Company shall first provide Executive with written notice of the applicable event that constitutes the basis for Cause (a "Cause Notice") within ten days of the Board becoming aware of such event. Such notice shall specifically identify such claimed breach. Executive shall have 15 days following receipt of such Cause Notice (the "Cause Cure Period") to cure such basis for Cause, and the Combined Company shall be entitled at the end of such Cause Cure Period to terminate Executive's employment under this Agreement for Cause; provided, however, that, if such breach is cured within the Cause Cure Period or if the Combined Company does not terminate Executive's employment with the Combined Company within ten days after the end of the Cause Cure Period, the Combined Company shall not be entitled to terminate Executive's

employment for Cause based on the event described in the Cause Notice and; provided further that notwithstanding the foregoing, Executive will not be entitled to cure a particular basis for Cause more than once during any six-month period.

(c) For purposes of this Agreement, the term “Good Reason” shall mean any of the following actions, without Executive’s express prior written approval:

(i) any material reduction in Executive’s Base Salary or target Annual Bonus opportunity;

(ii) subject to the terms and conditions of the applicable plan(s), any failure by the Combined Company to continue to provide retirement, fringe and welfare benefits to Executive that are substantially similar in the aggregate to those afforded to senior executives of the Combined Company;

(iii) any material adverse change in Executive’s duties or responsibilities, including any change in Executive’s reporting relationships such that he no longer reports to the Board (or any successors to such board);

(iv) any relocation of Executive’s principal place of business of 50 miles or more, unless Executive is permitted to work remotely;

(v) any delivery to Executive by the Board of a Notice of Non-Renewal; or

(vi) any failure to pay Executive’s Base Salary and other amounts earned by Executive within ten days after the date such compensation is due.

(d) Executive must provide written notice to the Combined Company pursuant to Section 6.05 of this Agreement of Executive’s intent to resign for Good Reason within 45 days of the occurrence of an event described in Section 4.02(c) above (each, a “Good Reason Event”) in order for Executive’s resignation for Good Reason to be effective hereunder. Upon receipt of such notice, the Combined Company shall have 30 days (60 days in the case of the Good Reason Event described in Section 4.02(c)(v) above) (the applicable period, the “Good Reason Cure Period”) to rectify the Good Reason Event. If the Combined Company fails to rectify the Good Reason Event prior to the expiration of the Good Reason Cure Period, then Executive may terminate employment within 10 days following the expiration of the Good Reason Cure Period and such termination will be considered for Good Reason and, in the event Executive’s termination is in respect of the Good Reason Event described in Section 4.02(c)(v) above, such termination will be considered for Good Reason for all purposes of this Agreement notwithstanding the earlier expiration of the term of Executive’s employment under this Agreement.

SECTION 4.03. Termination by The Company Other Than for Cause, Disability or Death; Termination by Executive for Good Reason. If the Combined Company elects to terminate Executive's employment for any reason other than Cause, Disability (as defined below) or death, or if Executive terminates Executive's employment with the Combined Company for Good Reason, Executive shall be entitled to the Accrued Rights and; provided that Executive has provided a general release in favor of the Combined Company and its subsidiaries and affiliates, and their respective directors, officers, employees, agents and representatives in form and substance reasonably acceptable to the Combined Company (the "Release") and the Release has become effective and irrevocable prior to the 60th day after such termination of employment, Executive shall be entitled to the following:

(a) Cash Payments. (i) The Combined Company shall pay to Executive an amount equal to 1.5 times the sum of Executive's then-current Base Salary and "Average Bonus" (as defined below), payable in equal installments through the date that is 18 months after the date of Executive's termination of employment (the "Severance Period") at the same times at which and in the same manner in which Executive's Base Salary would have been payable to Executive had a termination of employment not occurred and (ii) the Combined Company shall provide to Executive, during the calendar year following the calendar year in which Executive's termination of employment occurs, an Annual Bonus for the fiscal year in which the termination occurs equal to the Annual Bonus that Executive would have received if his employment had not terminated prior to the end of the fiscal year (e.g., after determining whether applicable performance goals have been achieved, determined on a basis consistent with past practice), pro-rated based on a fraction, the numerator of which shall equal the number of days Executive was employed by the Combined Company in the fiscal year in which Executive's termination occurs and the denominator of which shall equal 365 (the "Pro-Rata Bonus"); provided, however, that, in the case of clause (i), the Combined Company shall (x) commence such payments on the 60th day after termination of Executive's employment, except that any payments that would have otherwise been paid to Executive following the date of the termination of employment and prior to such 60th day shall be accumulated and paid to Executive in a lump sum on the first payment date following such 60th day, and (y) not continue such payments at any time following either (A) breach of the provisions of Section 5.03 or 5.04 or (B) breach of the provisions of Article V (other than Section 5.03 or 5.04) that (X) is materially damaging to the business or reputation of the Combined Company or any of its affiliates or (Y) occurs after the Combined Company has notified Executive more than once of a prior breach of such Article V (other than Section 5.03 or 5.04). For purposes of this Agreement, "Average Bonus" means the average of all Annual Bonuses paid or payable to Executive in respect of the three fiscal years ended prior to the fiscal year in which the employment of Executive is terminated (or, if Executive was not employed by the Combined Company during each of such fiscal years, such lesser number of fiscal years during which Executive was so employed); provided that for purposes of calculating "Average Bonus", (i) any pro-rated Annual Bonus awarded to Executive for a fiscal year in which Executive was employed for less than the full fiscal year shall be annualized, (ii) the Annual Bonus for the last of the three fiscal

years utilized in this calculation shall be disregarded (and Executive shall be treated as if he were not employed during such fiscal year) if the Annual Bonus for that year (A) has not been paid because Executive was terminated prior to the scheduled date for payment of such Annual Bonus or (B) was paid based on an adverse change to Executive's target Annual Bonus and (iii) for purposes of the calculation of the Average Bonus, any annual bonuses received by Executive from the Company shall be considered as if it was an Annual Bonus under this Agreement.

(b) Medical, Dental, Life Insurance and Financial Services Benefit Continuation. During the Severance Period, Executive and Executive's spouse and dependents (each as defined under the applicable program) shall receive the following benefits if Executive timely and properly elects continued coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"): (x) a lump sum cash payment in amount sufficient to cover the total amount of the monthly medical and dental insurance premiums payable during the Severance Period to continue medical and dental insurance coverage at the same benefit levels as provided to active senior executives of the Combined Company immediately prior to such termination of employment; (y) a monthly cash payment grossed up for taxes to permit Executive to purchase life insurance coverage at the same benefit level as currently provided to active senior executives of the Combined Company and at the same cost to Executive as is generally provided to active senior executives of the Combined Company; and (z) a lump sum cash payment in an amount sufficient to cover, during the Severance Period, the annual premium that would be payable by Executive for the continued receipt of financial planning services which Executive receives as of immediately prior to such termination of employment. Notwithstanding any provision of this Agreement to the contrary, to the extent necessary to satisfy Section 105(h) of the Internal Revenue Code of 1986, as amended (the "Code"), or if the Combined Company determines is necessary to avoid the imposition of an excise tax on the Combined Company, the Combined Company will be permitted to alter the manner in which medical and dental benefits are provided to Executive following termination of Executive's employment; provided that the after-tax cost to Executive of such benefits shall not be greater than the cost applicable to similarly situated executives of the Combined Company who have not terminated employment.

(c) Outplacement. Executive shall receive reasonable outplacement services to be provided by a provider selected by Executive during the Severance Period, the cost of which shall be borne by the Combined Company; provided, however, that notwithstanding the foregoing, Executive shall commence using such services within 12 months of Executive's termination of employment, such outplacement services shall end not later than the last day of the second calendar year that begins after the date of termination of Executive's employment and the Combined Company shall pay any amounts in respect of such outplacement services not later than the last day of the third calendar year that begins after such date of termination.

(d) Release. For the avoidance of doubt, (x) the Release shall not require Executive to release any rights to post-termination payments or benefits afforded to him

by this Agreement, or any vested benefits or rights pursuant to the terms of the Combined Company's and its affiliates' benefit plans or programs, or to any rights related to his ownership of fully vested equity securities of the Combined Company, and (y) if the Release does not become effective and irrevocable within 60 days following the date of Executive's termination of employment pursuant to this Section 4.03(d), the Combined Company shall not be obligated to make any payments or provide any benefits under Section 4.03(a), (b) or (c) above and Executive shall only be entitled to the Accrued Rights.

SECTION 4.04. Termination for Disability or Death. Executive's employment shall terminate automatically upon Executive's death. The Combined Company may terminate Executive's employment upon the occurrence of Executive's Disability. In the event of Executive's termination due to death or Disability, Executive, or Executive's estate, as the case may be, shall be entitled to receive the Accrued Rights and the Pro-Rata Bonus during the calendar year following the calendar year in which Executive's termination of employment occurs. For purposes of this Agreement, the term "Disability" shall mean (a) the inability of Executive, due to illness, accident or any other physical or mental incapacity, to perform Executive's duties in a normal manner for a period of 180 days (whether or not consecutive) in any twelve-month period during the term of Executive's employment under this Agreement or (b) Executive being accepted for long-term disability benefits under any long-term disability plan in which he is then participating. The Board shall determine, according to the facts then available, whether and when the Disability of Executive has occurred. Such determination shall not be arbitrary or unreasonable and the Board will take into consideration the expert medical opinion of a physician chosen by the Combined Company, after such physician has completed an examination of Executive. Executive agrees to make himself available for such examination upon the reasonable request of the Combined Company.

SECTION 4.05. Coordination of Benefits. In the event of a "change in control" of the Combined Company, Executive shall be eligible to receive the severance benefits provided for under any severance plan of the Company providing for severance benefits in connection with such change in control (the "Severance Plan"). Notwithstanding the foregoing, in no event shall Executive be entitled to receive severance benefits under both this Agreement and the Severance Plan and shall receive either the severance benefits provided for under this Agreement or those provided for under the Severance Plan, whichever is greater.

ARTICLE V

Executive Covenants

SECTION 5.01. The Company Interests. Executive acknowledges that the Combined Company has expended substantial amounts of time, money and effort to develop business strategies, customer relationships, employee relationships, trade secrets and goodwill and to build an effective organization, and that the Combined Company has

a legitimate business interest and right in protecting those assets as well as any similar assets that the Combined Company may develop or obtain. Executive acknowledges that the Combined Company is entitled to protect and preserve the going concern value of the Combined Company and its business and trade secrets to the extent permitted by law. Executive acknowledges that the Combined Company's business is worldwide in nature and international in scope. Executive acknowledges and agrees that the restrictions imposed upon Executive under this Agreement are reasonable and necessary for the protection of the Combined Company's goodwill, confidential information, trade secrets and customer relationships, and that the restrictions set forth in this Agreement will not prevent Executive from earning a livelihood without violating any provision of this Agreement.

SECTION 5.02. Consideration to Executive. In consideration of the Combined Company's entering into this Agreement and the Combined Company's obligations hereunder and other good and valuable consideration, the receipt of which is hereby acknowledged, and acknowledging hereby that the Combined Company would not have entered into this Agreement without the covenants contained in this Article V, Executive hereby agrees to be bound by the provisions and covenants contained in this Article V.

SECTION 5.03. Non-Solicitation. Executive agrees that, for the period commencing on the Closing Date and terminating one year after the date of Executive's termination of employment with the Combined Company for any reason, Executive shall not, and shall cause each of Executive's affiliates (other than the Combined Company) not to, directly or indirectly: (a) solicit any person or entity that is or was a customer (or prospective customer) of the Combined Company to (i) purchase any goods or services related to any Competitive Business (as defined below) that are of the type sold by the Combined Company, from anyone other than the Combined Company or (ii) reduce its volume of goods or services purchased from the Combined Company, (b) interfere with, or attempt to interfere with, business relationships (whether formed before, on or after the Closing Date) between the Combined Company and suppliers, partners, members or investors of the Company, (c) other than on behalf of the Combined Company, solicit, recruit or hire any employee or consultant of the Combined Company or any person who has, at any time within two years prior to such solicitation, recruitment or hiring, worked for or provided services to the Combined Company, (d) solicit or encourage any employee or consultant of the Combined Company to leave the employment of, or to cease providing services to, the Company or (e) assist any person or entity in any way to do, or attempt to do, anything prohibited by this Section 5.03.

SECTION 5.04. Non-Competition. (a) Executive agrees that, for the period commencing on the Closing Date and terminating 18 months after the date of Executive's termination of employment with the Combined Company for any reason, Executive shall not, and shall cause each of Executive's affiliates (other than the Combined Company) not to, directly or indirectly: (i) engage in or establish any Competitive Business including selling goods or services relating to any Competitive

Business that are of the type sold by the Combined Company, (ii) assist any person or entity in any way to engage in or establish, or attempt to engage in or establish, any Competitive Business, (iii) except as provided in Section 5.04(c), be employed by, consult with, advise, permit his name to be used by, or be connected in any manner with the ownership, management, operation or control of any person or entity that directly or indirectly engages in any Competitive Business or (iv) engage in any course of conduct that involves any Competitive Business that is substantially detrimental to the business reputation of the Combined Company.

(b) The term “Competitive Business” means any business or entity that is or proposes to be engaged in any business conducted by the Combined Company from time to time during the term of this Agreement, including without limitation, (i) nuclear and environmental management services, including, without limitation, environmental clean-up operations, nuclear decontamination and decommissioning services, waste management projects and consulting / engineering services related to high hazard environments, (ii) intelligence operations, translation services, cyber-security services, vulnerability assessments, IT services, systems engineering services, systems integration, program and project management services and training (in particular, special operations, submarine and weapons system training), (iii) mission readiness services and solutions, including without limitation, logistics and supply chain management, facilities management, maintenance of military equipment, fighter plane testing, fighter pilot training, border security services and chemical weapons demilitarization, and (iv) any other business engaged in by the Combined Company, or with respect to which the Combined Company has taken any substantial steps to engage in, at any time during the two-year period preceding Executive’s termination of employment.

(c) This Section 5.04 shall not be deemed breached solely as a result of the ownership by Executive or any of Executive’s affiliates of: (i) less than an aggregate of 5% of any class of stock of a public company engaged, directly or indirectly, in any Competitive Business; (ii) less than 5% in value of any instrument of indebtedness of a public company engaged, directly or indirectly, in any Competitive Business; or (iii) a public company that engages, directly or indirectly, in any Competitive Business if such Competitive Business accounts for less than 5% of such person’s or entity’s consolidated annual revenues. A “public company” for purposes of this Section 5.04(c) shall mean an entity whose common stock is traded on a nationally recognized securities exchange.

SECTION 5.05. Confidential Information. Executive hereby acknowledges that (a) in the performance of Executive’s duties and services pursuant to this Agreement, Executive has received, and may be given access to, Confidential Information and (b) all Confidential Information is or will be the property of the Combined Company. For purposes of this Agreement, “Confidential Information” shall mean information, knowledge and data that is or will be used, developed, obtained or owned by the Combined Company relating to the business, products and/or services of the Combined Company or the business, products and/or services of any customer, sales officer, sales associate or independent contractor thereof, including products, services,

fees, pricing, designs, marketing plans, strategies, analyses, forecasts, formulas, drawings, photographs, reports, records, computer software (whether or not owned by, or designed for, the Combined Company), other operating systems, applications, program listings, flow charts, manuals, documentation, data, databases, specifications, technology, inventions, new developments and methods, improvements, techniques, trade secrets, devices, products, methods, know-how, processes, financial data, customer lists, contact persons, cost information, executive information, regulatory matters, personnel matters, accounting and business methods, copyrightable works and information with respect to any vendor, customer, sales officer, sales associate or independent contractor of the Combined Company, in each case whether patentable or unpatentable and whether or not reduced to practice, and all similar and related information in whatever form, and all such items of any vendor, customer, sales officer, sales associate or independent contractor of the Combined Company; provided, however, that Confidential Information shall not include information that is generally known to the public other than as a result of disclosure by Executive in breach of this Agreement or in breach of any similar covenant made by Executive prior to entering into this Agreement.

SECTION 5.06. Non-Disclosure. Except as otherwise specifically provided in Section 5.07, Executive will not, directly or indirectly, disclose or cause or permit to be disclosed, to any person or entity whatsoever, or utilize or cause or permit to be utilized, by any person or to any entity whatsoever, any Confidential Information acquired pursuant to Executive's employment with the Combined Company (whether acquired prior to or subsequent to the execution of this Agreement) under this Agreement or otherwise.

SECTION 5.07. Permitted Disclosure. This Agreement does not limit or interfere with Executive's right to communicate and cooperate in good faith with a government agency for the purpose of (a) reporting a possible violation of any U.S. federal, state, or local law or regulation, (b) participating in any investigation or proceeding that may be conducted or managed by any government agency, including by providing documents or other information or (c) filing a charge or complaint with a government agency. Without limiting the foregoing, nothing in or about this Agreement prohibits Executive from: (1) filing and, as provided for under Section 21F of the Securities Exchange Act of 1934, maintaining the confidentiality of a claim with the SEC; (2) providing Confidential Information or information that would otherwise violate Section 5.06 or 5.10 of this Agreement to the SEC to the extent permitted by Section 21F of the Securities Exchange Act of 1934; (3) cooperating, participating or assisting in an SEC investigation or proceeding without notifying the Company; or (4) receiving a monetary award as set forth in Section 21F of the Securities Exchange Act of 1934. Further, Executive is hereby notified, in accordance with the Defend Trade Secrets Act of 2016, 18 U.S.C. § 1833(b), that (i) an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state or local government official, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; (ii) an individual shall not be held criminally or civilly liable under any federal or state trade

secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (iii) an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding if the individual files any document containing the trade secret under seal and does not disclose the trade secret except pursuant to court order.

SECTION 5.08. Assignment of Inventions; Further Assurances. All rights to discoveries, inventions, improvements and innovations (including all data and records pertaining thereto) related to the business of the Combined Company or its current or former affiliates, whether or not patentable, copyrightable, registrable as a trademark, or reduced to writing, that Executive may discover, invent or originate during the term of Executive's service to the Combined Company or its affiliates (whether before, on or after the Closing Date), either alone or with others and whether or not during working hours or by the use of the facilities of the Combined Company ("Inventions"), shall be the exclusive property of the Combined Company or its designee. Executive shall promptly disclose all Inventions to the Combined Company. Executive shall take all requested actions and execute all requested documents to assist the Combined Company, or its designee, at the Combined Company's expense, in every way to secure the Combined Company's or its designee's above rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, and to pursue any patents or registrations with respect thereto. This covenant shall survive the termination of this Agreement. If the Combined Company or its designee is unable for any other reason to secure Executive's signature on any document for this purpose, then Executive hereby irrevocably designates and appoints the Combined Company or its designee and their duly authorized officers and agents, as the case may be, as Executive's agent and attorney-in-fact, to act for and in Executive's behalf and stead to execute any documents and to do all other lawfully permitted acts in connection with the foregoing.

SECTION 5.09. Records. All memoranda, books, records, documents, papers, plans, information, letters and other data relating to Confidential Information or the business and customer accounts of the Combined Company, whether prepared by Executive or otherwise, coming into Executive's possession shall be and remain the exclusive property of the Combined Company and Executive shall not, during the term of Executive's employment with the Combined Company or thereafter, directly or indirectly assert any interest or property rights therein. Upon termination of employment with the Combined Company for any reason, (a) Executive will immediately return to the Combined Company all such memoranda, books, records, documents, papers, plans, information, letters and other data, and all copies thereof or therefrom, and Executive will not retain, or cause or permit to be retained, any copies or other embodiments of the materials so returned and (b) Executive shall delete all documents, materials, and information (and copies thereof) of the Combined Company from all Executive's personal electronic devices (e.g., laptop, iPad, telephone, thumb drives, etc.). Executive

further agrees that he will not retain or use for Executive's account at any time any trade names, trademark or other proprietary business designation used or owned in connection with the business of the Combined Company.

SECTION 5.10. Non-Disparagement. Executive has not prior to the Closing Date, whether in writing or orally, criticized or disparaged the Combined Company, nor shall Executive during the period commencing on the Closing Date and terminating five years after the date of Executive's termination of employment with the Combined Company for any reason (the "Non-Disparagement Period"), unless in the context of litigation between the Combined Company and Executive or under penalty of perjury or otherwise permitted pursuant to Section 5.07, whether in writing or orally, criticize or disparage the Combined Company or any of its respective current or former affiliates, directors, officers, employees, members, partners, agents or representatives. The Combined Company shall instruct the Company Parties (as defined below) not to, whether in writing or orally, criticize or disparage Executive during the Non-Disparagement Period, unless in the context of litigation between the Combined Company and Executive or under penalty of perjury. For purposes of this Agreement, the term the "Company Parties" shall mean the executive officers and designated spokespersons of the Combined Company, acting in their capacity as representatives of the Combined Company.

SECTION 5.11. Specific Performance. Executive agrees that any breach by Executive of any of the provisions of this Article V shall cause irreparable harm to the Combined Company that could not be made whole by monetary damages and that, in the event of such a breach, Executive shall waive the defense in any action for specific performance that a remedy at law would be adequate, and the Combined Company shall be entitled to specifically enforce the terms and provisions of this Article V without the necessity of proving actual damages or posting any bond or providing prior notice, in addition to any other remedy to which the Combined Company may be entitled at law or in equity.

SECTION 5.12. Notification of Subsequent Employer. Prior to accepting employment with any other person or entity during any period during which Executive remains subject to any of the covenants set forth in Section 5.03 or Section 5.04, Executive shall provide such prospective employer with written notice of such provisions of this Agreement.

ARTICLE VI

Miscellaneous

SECTION 6.01. Assignment. This Agreement shall not be assignable by Executive. The parties agree that any attempt by Executive to delegate Executive's duties hereunder shall be null and void. This Agreement may be assigned by the Combined Company to a person or entity that is an affiliate or a successor in interest to substantially all the business operations of the Combined Company. Upon such

assignment, the rights and obligations of the Combined Company hereunder shall become the rights and obligations of such affiliate or successor person or entity. As used in this Agreement, the term the “Combined Company” shall mean the Combined Company as hereinbefore defined in the recital to this Agreement and any permitted assignee to which this Agreement is assigned.

SECTION 6.02. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Combined Company and the personal or legal representatives, executors, administrators, successors, distributees, devisees and legatees of Executive. Executive acknowledges and agrees that all Executive’s covenants and obligations to the Combined Company, as well as the rights of the Combined Company under this Agreement, shall run in favor of and will be enforceable by the Combined Company, its subsidiaries and its successors and permitted assigns.

SECTION 6.03. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and subject matter hereof and supersedes and replaces any and all prior agreements, understandings, statements, representations and warranties, written or oral, express or implied and/or whenever and howsoever made, directly or indirectly relating to the subject matter hereof, including the Prior Agreement, provided that Executive shall not forfeit any vested or other earned rights under the Prior Agreement. Notwithstanding the above, Executive’s covenants set forth in Article V shall operate independently of, and shall be in addition to, any similar covenants to which Executive is subject pursuant to any other agreement with the Combined Company or any of the Combined Company’s affiliates.

SECTION 6.04. Amendment. Except as provided in Section 6.13(d) hereof, this Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto.

SECTION 6.05. Notice. All documents, notices, requests, demands and other communications that are required or permitted to be delivered or given under this Agreement shall be in writing and shall be deemed to have been duly delivered or given when received.

If to the Combined Company:	Amentum Holdings, Inc. 4800 Westfields Boulevard Suite #400 Chantilly, Virginia 20151 Attention: Stuart Young stuart.young@amentum.com
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with copies to: Cravath, Swaine & Moore LLP
Two Manhattan West
375 Ninth Avenue
New York, NY 10001
Attention: David J. Perkins, Esq.
Matthew J. Bobby, Esq.
Telephone: (212) 474-1000
Facsimile: (212) 474-3700
E-mail: dperkins@cravath.com
mbobby@cravath.com

If to Executive: Address last on file with the Combined Company

with copies to: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
701 Pennsylvania Avenue, NW
Washington, D.C. 20004
Attention: David Barmak, Esq.
Telephone: (202) 434-7300
Facsimile: (202) 434-7400
E-mail: dbarmak@mintz.com

SECTION 6.06. Governing Law and Jurisdiction. (a) This Agreement and any disputes arising under or related hereto (whether for breach of contract, tortious conduct or otherwise) shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, without reference to its conflicts of law principles. Each party irrevocably agrees that any legal action, suit or proceeding against them arising out of or in connection with this Agreement or the transactions contemplated by this Agreement or disputes relating hereto (whether for breach of contract, tortious conduct or otherwise) shall be brought exclusively in the United States District Court for the Eastern District of Virginia, or, if such court does not have subject matter jurisdiction, the state courts of Virginia located in Fairfax County and hereby irrevocably accepts and submits to the exclusive jurisdiction and venue of the aforesaid courts in personam, with respect to any such action, suit or proceeding.

(b) Each party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party (i) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other parties hereto have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 6.06(b).

(c) In the event of any dispute or legal action arising under this Agreement, each party shall be responsible for bearing its own expenses, attorneys' fees and other costs during the pendency of such dispute or legal action, except that in the

event of a legal action in which one party prevails on all or substantially all of the matters subject to the dispute, the prevailing party shall be entitled to reimbursement from the other party for all expenses, attorneys' fees and other costs incurred in connection with such legal action.

SECTION 6.07. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable in any jurisdiction, then such provision, covenant or condition shall, as to such jurisdiction, be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or, if such provision cannot be modified or restricted, then such provision shall, as to such jurisdiction, be deemed to be excised from this Agreement and any such invalidity, illegality or unenforceability with respect to such provision shall not invalidate or render unenforceable such provision in any other jurisdiction, and the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 6.08. Survival. The rights and obligations of the Combined Company and Executive under the provisions of this Agreement, including Articles V and VI, shall survive and remain binding and enforceable, notwithstanding any termination of Executive's employment with the Combined Company or a termination of this Agreement, in each case to the extent necessary to preserve the intended benefits of such provisions.

SECTION 6.09. Cooperation. Executive shall provide Executive's reasonable cooperation to the Combined Company in connection with any suit, action or proceeding (or any appeal therefrom) that relates to events occurring during Executive's employment with the Combined Company or any of its affiliates other than a suit between Executive, on the one hand, and the Combined Company, on the other hand; provided that the Combined Company shall reimburse Executive at a reasonable rate for his time (if Executive is no longer employed by the Combined Company) and for expenses reasonably incurred in connection with such cooperation.

SECTION 6.10. No Waiver. The provisions of this Agreement may be waived only in writing signed by the party or parties entitled to the benefit thereof. A waiver or any breach or failure to enforce any provision of this Agreement shall not in any way affect, limit or waive a party's rights hereunder at any time to enforce strict compliance thereafter with every provision of this Agreement.

SECTION 6.11. Set Off. The Combined Company's obligation to pay Executive the amounts provided and to make the arrangements provided hereunder shall be subject to set off, counterclaim or recoupment of amounts owed by Executive to the Combined Company or its affiliates, except as provided in Section 6.13.

SECTION 6.12. Withholding Taxes. The Combined Company may withhold from any amounts payable under this Agreement such Federal, state, local and

foreign taxes as may be required to be withheld pursuant to any applicable law or regulation.

SECTION 6.13. Section 409A. (a) It is intended that the provisions of this Agreement comply with Section 409A of the Code (“Section 409A”) or an exemption thereunder, and all provisions of this Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A.

(b) Neither Executive nor any of his creditors or beneficiaries shall have the right to subject any deferred compensation (within the meaning of Section 409A) payable under this Agreement or under any other plan, policy, arrangement or agreement of or with the Combined Company or any of its affiliates (this Agreement and such other plans, policies, arrangements and agreements, the “Company Plans”) to any anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment or garnishment. Except as permitted under Section 409A, any deferred compensation (within the meaning of Section 409A) payable to Executive or for Executive’s benefit under any Company Plan may not be reduced by, or offset against, any amount owing by Executive to the Combined Company or any of its affiliates.

(c) Severance benefits under this Agreement are intended to be exempt from Section 409A under the “short-term deferral” exception, to the maximum extent applicable, and then under the “separation pay” exception, to the maximum extent applicable. If, at the time of Executive’s separation from service (within the meaning of Section 409A), (i) Executive shall be a specified employee (within the meaning of Section 409A and using the identification methodology selected by the Combined Company from time to time) and (ii) the Combined Company shall make a good faith determination that an amount payable under a Company Plan constitutes deferred compensation (within the meaning of Section 409A) the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Section 409A in order to avoid taxes or penalties under Section 409A, then the Combined Company (or its affiliate, as applicable) shall not pay such amount on the otherwise scheduled payment date but shall instead accumulate such amount and pay it on the first business day after such six-month period.

(d) Notwithstanding any provision of this Agreement or any other Company Plan to the contrary, in light of the uncertainty with respect to the proper application of Section 409A, the Combined Company reserves the right to make amendments to any Company Plan as the Combined Company deems necessary or desirable to avoid the imposition of taxes or penalties under Section 409A. In any case, Executive is solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on Executive or for Executive’s account in connection with any Company Plan (including any taxes and penalties under Section 409A), and neither the Combined Company nor any affiliate shall have any obligation to indemnify or otherwise hold Executive harmless from any or all of such taxes or penalties.

(e) For purposes of Section 409A, each payment hereunder will be deemed to be a separate payment as permitted under Treasury Regulation Section 1.409A-2(b)(2)(iii). Notwithstanding anything herein to the contrary, to the extent required by Section 409A, Executive shall not be entitled to any payments or benefits payable hereunder as a result of Executive's termination of employment with the Combined Company that constitute "deferred compensation" under Section 409A unless such termination of employment qualifies as a "separation from service" within the meaning of Section 409A (and any related regulations or other pronouncements thereunder).

(f) Except as specifically permitted by Section 409A, any benefits and reimbursements provided to Executive under this Agreement during any calendar year shall not affect any benefits and reimbursements to be provided to Executive under this Agreement in any other calendar year, and the right to such benefits and reimbursements cannot be liquidated or exchanged for any other benefit. Furthermore, reimbursement payments shall be made to Executive as soon as practicable following the date that the applicable expense is incurred, but in no event later than the last day of the calendar year following the calendar year in which the underlying expense is incurred.

SECTION 6.14. Section 280G. Notwithstanding any other agreement between the Combined Company and Executive, in the event that any payment or benefits provided to Executive (whether made or provided pursuant to this Agreement or otherwise) constitute "parachute payments" within the meaning of Section 280G of the Code ("Parachute Payments") and would be subject to the tax (the "Excise Tax") imposed by Section 4999 of the Code, then Executive shall be entitled to receive either (i) the full amount of the Parachute Payments, or (ii) the maximum amount that may be provided to Executive without resulting in any portion of such Parachute Payments being subject to such Excise Tax, whichever of clauses (i) and (ii), after taking into account applicable Federal, state, and local taxes and the Excise Tax, results in the receipt by the Executive, on an after-tax basis, of the greatest portion of the Parachute Payments. Any reduction of the Parachute Payments pursuant to the foregoing shall occur in the following order: (a) any cash payment under any retention bonus agreement or similar agreement, (b) any cash severance payable by reference to Executive's Base Salary and Annual Bonus; (c) any other cash amount payable to Executive; (d) any benefit valued as a Parachute Payment; and (e) acceleration of vesting of any equity award. Such reduction shall be first applied to payments and benefits in each of the foregoing categories in reverse order beginning with the payments or benefits that are to be paid the furthest in time from the date of such determination. Any determination required under this Section 6.14 shall be made in writing by a nationally recognized public accounting firm designated by public accountants of the Combined Company, whose determination shall be conclusive and binding for all purposes upon the Combined Company and Executive. For purposes of making any calculation required by this Section 6.14, such accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good-faith interpretations concerning the application of Sections 280G and 4999 of the Code.

SECTION 6.15. Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile or PDF), each of which shall be deemed to be an original instrument and all of which together shall constitute a single instrument. If any signature is delivered by facsimile transmission or by PDF, such signature shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or PDF signature were an original thereof.

SECTION 6.16. Construction. The headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. As used in this Agreement, words such as “herein,” “hereinafter,” “hereby” and “hereunder,” and the words of like import refer to this Agreement, unless the context requires otherwise. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. As used in Article V and VI, the terms the “Combined Company” and the “Company” include the Combined Company or the Company, respectively, and each of their subsidiaries and affiliates and their predecessors, successors and assigns.

[Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

AMENTUM HOLDINGS, INC.

by /s/ Stuart Young
Name: Stuart Young
Title: Chief Legal Officer

JOHN E. HELLER

 /s/ John E. Heller

Schedule A

1. University of Pittsburgh Chancellor's Global Advisory Council
2. Professional Services Council

Exhibit 10.7

EMPLOYMENT AGREEMENT (this “Agreement”), dated as of November 6, 2024, by and between Travis Johnson (“Executive”) and Amentum Holdings, Inc., a Delaware corporation (the “Company”).

WHEREAS, Executive is party to an Offer Letter with Amentum Joint Venture LP, dated as of May 19, 2023 (the “Offer Letter”);

WHEREAS, the Company (formerly known as Amazon Holdco Inc.) previously entered into that Agreement and Plan of Merger, dated as of November 20, 2023, by and among Jacobs Solutions Inc., Amentum Parent Holdings LLC and Amentum Joint Venture LP (the “Merger Agreement”), pursuant to which Amentum Parent Holdings LLC merged with and into the Company (such merger, the “Merger”, and the combined company resulting from the Merger, the “Combined Company”);

WHEREAS, effective as of, and following, the Merger, Executive is serving as the Chief Financial Officer of the Combined Company; and

WHEREAS, in connection with the foregoing and the other transactions contemplated by the Merger Agreement, the Company and Executive desire to replace the Offer Letter, with the understanding that certain benefits referenced in the Offer Letter are being incorporated by reference herein, and enter into this Agreement, effective as of the Effective Time (as defined in the Merger Agreement), and to set forth the terms and conditions under which Executive will serve as Chief Financial Officer of the Combined Company.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto do hereby agree as follows:

ARTICLE I

Employment

SECTION 1.01. Term. Subject to the terms of this Agreement, the term of Executive’s employment under this Agreement commenced on the Closing Date (as defined in the Merger Agreement) and shall terminate on the second anniversary of the Closing Date (the “Initial Period”); provided that such term of employment shall automatically renew upon the expiration of the Initial Period and on each subsequent anniversary thereof for one year (“Renewal Period”), unless the Combined Company delivers to Executive, or Executive delivers to the Combined Company, written notice at least 60 days in advance of the expiration of the Initial Period or any Renewal Period that such term of employment shall not be extended, in which case such term of employment shall end at the end of the Initial Period or Renewal Period in which such notice was delivered and shall not be further extended. Notwithstanding the foregoing, Executive’s employment with the Combined Company shall be “at will” and, subject to the provisions of Article IV and the notice requirements set forth above, Executive’s employment under

this Agreement may be terminated by the Combined Company or Executive at any time and for any reason, with or without prior notice.

SECTION 1.02. Position and Duties. During Executive's term of employment, Executive shall serve as the Chief Financial Officer of the Combined Company reporting to the Chief Executive Officer of the Combined Company, performing duties and having responsibilities customary for the chief financial officer of similar companies. Executive shall perform such services and duties in accordance with the policies, practices and bylaws of the Combined Company.

SECTION 1.03. Time and Effort. Executive shall serve the Combined Company faithfully, loyally, honestly and to the best of Executive's ability. Executive shall devote all of Executive's business time and best efforts to the performance of Executive's duties on behalf of the Combined Company and its subsidiaries and affiliates. During Executive's term of employment, Executive shall not at any time or place or to any extent whatsoever, either directly or indirectly, without the express written consent of the Board of Directors of the Combined Company (the "Board"), engage in any outside employment or in any activity that, in the reasonable judgment of the Combined Company, is competitive with or adverse to the business, practice or affairs of the Combined Company or any of its affiliates, whether or not such activity is pursued for gain, profit or other pecuniary advantage. Notwithstanding the foregoing, it shall not be a violation of this Agreement for Executive to serve as a director of charitable organizations to the extent such service has been approved by the Board.

ARTICLE II

Compensation

SECTION 2.01. Base Salary. During the term of Executive's employment under this Agreement, the Combined Company shall, as compensation for the obligations set forth herein and for all services rendered by Executive in any capacity during Executive's employment under this Agreement, including services as an officer, employee, director or member of any governing body, or committee thereof, of the Combined Company or any of its affiliates, pay Executive a base salary ("Base Salary") at the annual rate of \$650,000 per year, payable in substantially equal installments in accordance with the Combined Company's standard payroll practices as in effect from time to time. The Combined Company shall review Executive's performance at least annually and may increase but not decrease his Base Salary in connection with such reviews. In the event that sickness or disability payments under any insurance programs of the Combined Company or otherwise shall become payable to Executive in respect of any period of Executive's employment under this Agreement, the salary installment payable to Executive hereunder on the next succeeding salary installment payment date shall be an amount computed by subtracting (a) the amount of such sickness or disability payments that shall have become payable during the period between such date and the

immediately preceding salary installment date from (b) the salary installment otherwise payable to Executive hereunder on such date.

SECTION 2.02. Annual Bonus. During the term of Executive's employment under this Agreement, Executive shall be eligible to participate in the annual incentive compensation plans of the Combined Company, as may be continued or established by the Board for similarly situated executives, in its discretion, from time to time, and shall have the opportunity to earn a performance-based cash bonus ("Annual Bonus") with a target Annual Bonus of 100% of Base Salary for the fiscal year to which such Annual Bonus relates.

SECTION 2.03. Long-Term Incentive Awards. During the term of Executive's employment under this Agreement, Executive shall be eligible to participate in the long-term incentive compensation plans of the Combined Company as in effect from time to time on a basis, including with respect to grant date values and terms and conditions, as determined by the Board, consistent with Executive's roles and duties.

ARTICLE III

Executive Benefits

SECTION 3.01. Benefit Plans. During the term of Executive's employment under this Agreement, Executive shall be entitled to participate in any benefit plans (excluding severance, bonus, incentive or profit-sharing plans) offered by the Combined Company as in effect from time to time (collectively, "Benefit Plans") on the same basis as that generally made available to other employees of the Combined Company to the extent Executive may be eligible to do so under the terms of any such Benefit Plan. Executive understands that any such Benefit Plans may be terminated or amended from time to time by the Combined Company in its discretion. Notwithstanding the first sentence of this Section 3.01, nothing shall preclude Executive from participating during the term of Executive's employment under this Agreement in any present or future bonus, incentive or profit-sharing plan or other plan of the Combined Company for the benefit of its employees, in each case as and to the extent approved or determined by the Board in its discretion and subject to the other terms of this Agreement.

SECTION 3.02. Business Expenses. The Combined Company will reimburse Executive for all reasonably incurred business expenses, subject to the travel and expense policy established by the Combined Company from time to time, incurred by Executive during the term of Executive's employment under this Agreement in the performance of Executive's duties hereunder; provided that Executive furnishes to the Combined Company adequate records and other documentary evidence required to substantiate such expenditures. The Company shall promptly reimburse Executive up to \$25,000 in attorneys' fees incurred by him in connection with the entry into this Agreement; provided that Executive furnishes to the Company adequate records and other documentary evidence required to substantiate such attorneys' fees.

SECTION 3.03. Vacation. During the term of Executive's employment under this Agreement, Executive shall receive paid vacation days in accordance with the Combined Company's vacation policy based on Executive's tenure with the Combined Company.

ARTICLE IV

Termination

SECTION 4.01. Exclusive Rights. The amounts payable under this Article IV and pursuant to any applicable award agreement under which the long-term incentive awards will be granted are intended to be, and are, exclusive and in lieu of any other rights or remedies to which Executive may otherwise be entitled, including under common, tort or contract law, under policies of the Combined Company and its affiliates in effect from time to time, under this Agreement or otherwise, in the event of Executive's termination of employment with the Combined Company and its affiliates; provided that, notwithstanding the foregoing, Executive shall be entitled to participate, and receive benefits under, the Amentum Holdings, Inc. Severance Plan for Key Employees in accordance with its terms.

SECTION 4.02. Termination by The Company for Cause; Termination by Executive without Good Reason. (a) If the Combined Company terminates Executive for Cause or if Executive elects to terminate Executive's employment with the Combined Company without Good Reason, Executive shall be entitled to receive (i) Base Salary earned through the date of termination that remains unpaid as of the date of Executive's termination, (ii) any Annual Bonus for any previously completed bonus period that has been earned and remains unpaid as of the date of Executive's termination, (iii) reimbursement for any unreimbursed business expenses properly incurred by Executive prior to the date of Executive's termination to the extent such expenses are reimbursable under Section 3.02 and (iv) such benefits (excluding benefits under any severance plan, program or policy then in effect), if any, to which Executive may be entitled under the Benefit Plans as of the date of Executive's termination, which benefits shall be payable in accordance with the terms of such Benefit Plans (the amounts described in clauses (i) through (iv) of this Section 4.02(a) being referred to herein as the "Accrued Rights").

(b) For purposes of this Agreement, the term "Cause" shall mean Executive's:

- (i) intentional failure to perform reasonably assigned duties;
- (ii) personal dishonesty or willful misconduct in the performance of duties, which causes or threatens to cause material injury to the Combined Company or any of its affiliates, including any reputational harm;

(iii) breach of fiduciary duties owed by Executive to the Combined Company or any of its affiliates resulting in personal profit to Executive;

(iv) willful violation of any law, rule or regulation in connection with the performance of duties (other than traffic violations or similar offenses);

(v) material failure to comply with the Combined Company's code of conduct or employment practices;

(vi) material breach of any of the terms contained in this Agreement or similar type of agreement to which Executive is a party; or

(vii) any act by Executive involving (A) fraud, (B) any breach by Executive of applicable regulations of competent authorities in relation to trading or dealing with stocks, securities, or investments or (C) any willful or grossly negligent act by the Executive resulting in an investigation by the Securities and Exchange Commission (the "SEC") or other governmental authority, which, in each of cases (A), (B) and (C) above, the Board determines in its reasonable and good faith discretion materially adversely affects the Combined Company or any of its affiliates or Executive's ability to perform his duties hereunder.

For purposes of this definition, an act, or failure to act, on Executive's part shall be deemed "willful" if done, or omitted to be done, by Executive intentionally, in bad faith and without reasonable belief that the action or omission was in the best interest of the Combined Company. If the Combined Company desires to terminate Executive's employment for Cause in the case of any prong other than clause (iv) of Section 4.02(b) and the basis for Cause, by its nature, is capable of being cured, the Combined Company shall first provide Executive with written notice of the applicable event that constitutes the basis for Cause (a "Cause Notice") within ten days of the Board becoming aware of such event. Such notice shall specifically identify such claimed breach. Executive shall have 15 days following receipt of such Cause Notice (the "Cause Cure Period") to cure such basis for Cause, and the Combined Company shall be entitled at the end of such Cause Cure Period to terminate Executive's employment under this Agreement for Cause; provided, however, that, if such breach is cured within the Cause Cure Period or if the Combined Company does not terminate Executive's employment with the Combined Company within ten days after the end of the Cause Cure Period, the Combined Company shall not be entitled to terminate Executive's employment for Cause based on the event described in the Cause Notice and; provided further that notwithstanding the foregoing, Executive will not be entitled to cure a particular basis for Cause more than once during any six-month period.

(c) For purposes of this Agreement, the term “Good Reason” shall mean any of the following actions, without Executive’s express prior written approval:

(i) any material reduction in Executive’s Base Salary or target Annual Bonus opportunity;

(ii) subject to the terms and conditions of the applicable plan(s), any failure by the Combined Company to continue to provide retirement, fringe and welfare benefits to Executive that are substantially similar in the aggregate to those afforded to senior executives of the Combined Company;

(iii) any material adverse change in Executive’s duties or responsibilities, including any change in Executive’s reporting relationships such that he no longer reports to the Chief Executive Officer; or

(iv) any relocation of Executive’s principal place of business of 50 miles or more, unless the Executive is permitted to work remotely.

(d) Executive must provide written notice to the Combined Company pursuant to Section 6.05 of this Agreement of Executive’s intent to resign for Good Reason within 45 days of the occurrence of an event described in Section 4.02(c) above (each, a “Good Reason Event”) in order for Executive’s resignation for Good Reason to be effective hereunder. Upon receipt of such notice, the Combined Company shall have 30 days (the “Good Reason Cure Period”) to rectify the Good Reason Event. If the Combined Company fails to rectify the Good Reason Event prior to the expiration of the Good Reason Cure Period, then Executive may terminate employment within 10 days following the expiration of the Good Reason Cure Period and such termination will be considered for Good Reason.

SECTION 4.03. Termination by The Company Other Than for Cause, Disability or Death; Termination by Executive for Good Reason. If the Combined Company elects to terminate Executive’s employment for any reason other than Cause, Disability (as defined below) or death, or if Executive terminates Executive’s employment with the Combined Company for Good Reason, Executive shall be entitled to the Accrued Rights and; provided that Executive has provided a general release in favor of the Combined Company and its subsidiaries and affiliates, and their respective directors, officers, employees, agents and representatives in form and substance reasonably acceptable to the Combined Company (the “Release”) and the Release has become effective and irrevocable prior to the 60th day after such termination of employment, Executive shall be entitled to the following:

(a) Cash Payments. (i) The Combined Company shall pay to Executive an amount equal to 1.5 times the sum of Executive’s then-current Base Salary and “Average Bonus” (as defined below), payable in equal installments through the date that is 18

months after the date of Executive's termination of employment (the "Severance Period") at the same times at which and in the same manner in which Executive's Base Salary would have been payable to Executive had a termination of employment not occurred and (ii) the Combined Company shall provide to Executive, during the calendar year following the calendar year in which Executive's termination of employment occurs, an Annual Bonus for the fiscal year in which the termination occurs equal to the Annual Bonus that Executive would have received if his employment had not terminated prior to the end of the fiscal year (e.g., after determining whether applicable performance goals have been achieved, determined on a basis consistent with past practice), pro-rated based on a fraction, the numerator of which shall equal the number of days Executive was employed by the Combined Company in the fiscal year in which Executive's termination occurs and the denominator of which shall equal 365 (the "Pro-Rata Bonus"); provided, however, that, in the case of clause (i), the Combined Company shall (x) commence such payments on the 60th day after termination of Executive's employment, except that any payments that would have otherwise been paid to Executive following the date of the termination of employment and prior to such 60th day shall be accumulated and paid to Executive in a lump sum on the first payment date following such 60th day, and (y) not continue such payments at any time following either (A) breach of the provisions of Section 5.03 or 5.04 or (B) breach of the provisions of Article V (other than Section 5.03 or 5.04) that (X) is materially damaging to the business or reputation of the Combined Company or any of its affiliates or (Y) occurs after the Combined Company has notified Executive more than once of a prior breach of such Article V (other than Section 5.03 or 5.04). For purposes of this Agreement, "Average Bonus" means the average of all Annual Bonuses paid or payable to Executive in respect of the three fiscal years ended prior to the fiscal year in which the employment of Executive is terminated (or, if Executive was not employed by the Combined Company during each of such fiscal years, such lesser number of fiscal years during which Executive was so employed); provided that for purposes of calculating "Average Bonus", (i) any pro-rated Annual Bonus awarded to Executive for a fiscal year in which Executive was employed for less than the full fiscal year shall be annualized, (ii) the Annual Bonus for the last of the three fiscal years utilized in this calculation shall be disregarded (and Executive shall be treated as if he were not employed during such fiscal year) if the Annual Bonus for that year (A) has not been paid because Executive was terminated prior to the scheduled date for payment of such Annual Bonus or (B) was paid based on an adverse change to Executive's target Annual Bonus and (iii) for purposes of the calculation of the Average Bonus, any annual bonuses received by Executive from the Company shall be considered as if it was an Annual Bonus under this Agreement.

(b) Medical, Dental, Life Insurance and Financial Services Benefit Continuation. During the Severance Period, Executive and Executive's spouse and dependents (each as defined under the applicable program) shall receive the following benefits if Executive timely and properly elects continued coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"): (x) a lump sum cash payment in amount sufficient to cover the total amount of the monthly medical and dental insurance premiums payable during the Severance Period to continue

medical and dental insurance coverage at the same benefit levels as provided to active senior executives of the Combined Company immediately prior to such termination of employment; (y) a monthly cash payment grossed up for taxes to permit Executive to purchase life insurance coverage at the same benefit level as currently provided to active senior executives of the Combined Company and at the same cost to Executive as is generally provided to active senior executives of the Combined Company; and (z) a lump sum cash payment in an amount sufficient to cover, during the Severance Period, the annual premium that would be payable by Executive for the continued receipt of financial planning services which Executive receives as of immediately prior to such termination of employment. Notwithstanding any provision of this Agreement to the contrary, to the extent necessary to satisfy Section 105(h) of the Internal Revenue Code of 1986, as amended (the “Code”), or if the Combined Company determines is necessary to avoid the imposition of an excise tax on the Combined Company, the Combined Company will be permitted to alter the manner in which medical and dental benefits are provided to Executive following termination of Executive’s employment; provided that the after-tax cost to Executive of such benefits shall not be greater than the cost applicable to similarly situated executives of the Combined Company who have not terminated employment.

(c) Outplacement. Executive shall receive reasonable outplacement services to be provided by a provider selected by Executive during the Severance Period, the cost of which shall be borne by the Combined Company; provided, however, that notwithstanding the foregoing, Executive shall commence using such services within 12 months of Executive’s termination of employment, such outplacement services shall end not later than the last day of the second calendar year that begins after the date of termination of Executive’s employment and the Combined Company shall pay any amounts in respect of such outplacement services not later than the last day of the third calendar year that begins after such date of termination.

(d) Release. For the avoidance of doubt, (x) the Release shall not require Executive to release any rights to post-termination payments or benefits afforded to him by this Agreement, or any vested benefits or rights pursuant to the terms of the Combined Company’s and its affiliates’ benefit plans or programs, or to any rights related to his ownership of fully vested equity securities of the Combined Company, and (y) if the Release does not become effective and irrevocable within 60 days following the date of Executive’s termination of employment pursuant to this Section 4.03(d), the Combined Company shall not be obligated to make any payments or provide any benefits under Section 4.03(a), (b) or (c) above and Executive shall only be entitled to the Accrued Rights.

SECTION 4.04. Termination for Disability or Death. Executive’s employment shall terminate automatically upon Executive’s death. The Combined Company may terminate Executive’s employment upon the occurrence of Executive’s Disability. In the event of Executive’s termination due to death or Disability, Executive, or Executive’s estate, as the case may be, shall be entitled to receive the Accrued Rights and the Pro-Rata Bonus during the calendar year following the calendar year in which

Executive's termination of employment occurs. For purposes of this Agreement, the term "Disability" shall mean (a) the inability of Executive, due to illness, accident or any other physical or mental incapacity, to perform Executive's duties in a normal manner for a period of 180 days (whether or not consecutive) in any twelve-month period during the term of Executive's employment under this Agreement or (b) Executive being accepted for long-term disability benefits under any long-term disability plan in which he is then participating. The Board shall determine, according to the facts then available, whether and when the Disability of Executive has occurred. Such determination shall not be arbitrary or unreasonable and the Board will take into consideration the expert medical opinion of a physician chosen by the Combined Company, after such physician has completed an examination of Executive. Executive agrees to make himself available for such examination upon the reasonable request of the Combined Company.

SECTION 4.05. Coordination of Benefits. In the event of a "change in control" of the Combined Company, Executive shall be eligible to receive the severance benefits provided for under any severance plan of the Company providing for severance benefits in connection with such change in control (the "Severance Plan"). Notwithstanding the foregoing, in no event shall Executive be entitled to receive severance benefits under both this Agreement and the Severance Plan and shall receive either the severance benefits provided for under this Agreement or those provided for under the Severance Plan, whichever is greater.

ARTICLE V

Executive Covenants

SECTION 5.01. The Company Interests. Executive acknowledges that the Combined Company has expended substantial amounts of time, money and effort to develop business strategies, customer relationships, employee relationships, trade secrets and goodwill and to build an effective organization, and that the Combined Company has a legitimate business interest and right in protecting those assets as well as any similar assets that the Combined Company may develop or obtain. Executive acknowledges that the Combined Company is entitled to protect and preserve the going concern value of the Combined Company and its business and trade secrets to the extent permitted by law. Executive acknowledges that the Combined Company's business is worldwide in nature and international in scope. Executive acknowledges and agrees that the restrictions imposed upon Executive under this Agreement are reasonable and necessary for the protection of the Combined Company's goodwill, confidential information, trade secrets and customer relationships, and that the restrictions set forth in this Agreement will not prevent Executive from earning a livelihood without violating any provision of this Agreement.

SECTION 5.02. Consideration to Executive. In consideration of the Combined Company's entering into this Agreement and the Combined Company's obligations hereunder and other good and valuable consideration, the receipt of which is

hereby acknowledged, and acknowledging hereby that the Combined Company would not have entered into this Agreement without the covenants contained in this Article V, Executive hereby agrees to be bound by the provisions and covenants contained in this Article V.

SECTION 5.03. Non-Solicitation. Executive agrees that, for the period commencing on the Closing Date and terminating one year after the date of Executive's termination of employment with the Combined Company for any reason, Executive shall not, and shall cause each of Executive's affiliates (other than the Combined Company) not to, directly or indirectly: (a) solicit any person or entity that is or was a customer (or prospective customer) of the Combined Company to (i) purchase any goods or services related to any Competitive Business (as defined below) that are of the type sold by the Combined Company, from anyone other than the Combined Company or (ii) reduce its volume of goods or services purchased from the Combined Company, (b) interfere with, or attempt to interfere with, business relationships (whether formed before, on or after the Closing Date) between the Combined Company and suppliers, partners, members or investors of the Company, (c) other than on behalf of the Combined Company, solicit, recruit or hire any employee or consultant of the Combined Company or any person who has, at any time within two years prior to such solicitation, recruitment or hiring, worked for or provided services to the Combined Company, (d) solicit or encourage any employee or consultant of the Combined Company to leave the employment of, or to cease providing services to, the Company or (e) assist any person or entity in any way to do, or attempt to do, anything prohibited by this Section 5.03.

SECTION 5.04. Non-Competition. (a) Executive agrees that, for the period commencing on the Closing Date and terminating 18 months after the date of Executive's termination of employment with the Combined Company for any reason, Executive shall not, and shall cause each of Executive's affiliates (other than the Combined Company) not to, directly or indirectly: (i) engage in or establish any Competitive Business including selling goods or services relating to any Competitive Business that are of the type sold by the Combined Company, (ii) assist any person or entity in any way to engage in or establish, or attempt to engage in or establish, any Competitive Business, (iii) except as provided in Section 5.04(c), be employed by, consult with, advise, permit his name to be used by, or be connected in any manner with the ownership, management, operation or control of any person or entity that directly or indirectly engages in any Competitive Business or (iv) engage in any course of conduct that involves any Competitive Business that is substantially detrimental to the business reputation of the Combined Company.

(b) The term "Competitive Business" means any business or entity that is or proposes to be engaged in any business conducted by the Combined Company from time to time during the term of this Agreement, including without limitation, (i) nuclear and environmental management services, including, without limitation, environmental clean-up operations, nuclear decontamination and decommissioning services, waste management projects and consulting / engineering services related to high hazard

environments, (ii) intelligence operations, translation services, cyber-security services, vulnerability assessments, IT services, systems engineering services, systems integration, program and project management services and training (in particular, special operations, submarine and weapons system training), (iii) mission readiness services and solutions, including without limitation, logistics and supply chain management, facilities management, maintenance of military equipment, fighter plane testing, fighter pilot training, border security services and chemical weapons demilitarization, and (iv) any other business engaged in by the Combined Company, or with respect to which the Combined Company has taken any substantial steps to engage in, at any time during the two-year period preceding Executive's termination of employment.

(c) This Section 5.04 shall not be deemed breached solely as a result of the ownership by Executive or any of Executive's affiliates of: (i) less than an aggregate of 5% of any class of stock of a public company engaged, directly or indirectly, in any Competitive Business; (ii) less than 5% in value of any instrument of indebtedness of a public company engaged, directly or indirectly, in any Competitive Business; or (iii) a public company that engages, directly or indirectly, in any Competitive Business if such Competitive Business accounts for less than 5% of such person's or entity's consolidated annual revenues. A "public company" for purposes of this Section 5.04(c) shall mean an entity whose common stock is traded on a nationally recognized securities exchange.

SECTION 5.05. Confidential Information. Executive hereby acknowledges that (a) in the performance of Executive's duties and services pursuant to this Agreement, Executive has received, and may be given access to, Confidential Information and (b) all Confidential Information is or will be the property of the Combined Company. For purposes of this Agreement, "Confidential Information" shall mean information, knowledge and data that is or will be used, developed, obtained or owned by the Combined Company relating to the business, products and/or services of the Combined Company or the business, products and/or services of any customer, sales officer, sales associate or independent contractor thereof, including products, services, fees, pricing, designs, marketing plans, strategies, analyses, forecasts, formulas, drawings, photographs, reports, records, computer software (whether or not owned by, or designed for, the Combined Company), other operating systems, applications, program listings, flow charts, manuals, documentation, data, databases, specifications, technology, inventions, new developments and methods, improvements, techniques, trade secrets, devices, products, methods, know-how, processes, financial data, customer lists, contact persons, cost information, executive information, regulatory matters, personnel matters, accounting and business methods, copyrightable works and information with respect to any vendor, customer, sales officer, sales associate or independent contractor of the Combined Company, in each case whether patentable or unpatentable and whether or not reduced to practice, and all similar and related information in whatever form, and all such items of any vendor, customer, sales officer, sales associate or independent contractor of the Combined Company; provided, however, that Confidential Information shall not include information that is generally known to the public other than as a result of

disclosure by Executive in breach of this Agreement or in breach of any similar covenant made by Executive prior to entering into this Agreement.

SECTION 5.06. Non-Disclosure. Except as otherwise specifically provided in Section 5.07, Executive will not, directly or indirectly, disclose or cause or permit to be disclosed, to any person or entity whatsoever, or utilize or cause or permit to be utilized, by any person or to any entity whatsoever, any Confidential Information acquired pursuant to Executive's employment with the Combined Company (whether acquired prior to or subsequent to the execution of this Agreement) under this Agreement or otherwise.

SECTION 5.07. Permitted Disclosure. This Agreement does not limit or interfere with Executive's right to communicate and cooperate in good faith with a government agency for the purpose of (a) reporting a possible violation of any U.S. federal, state, or local law or regulation, (b) participating in any investigation or proceeding that may be conducted or managed by any government agency, including by providing documents or other information or (c) filing a charge or complaint with a government agency. Without limiting the foregoing, nothing in or about this Agreement prohibits Executive from: (1) filing and, as provided for under Section 21F of the Securities Exchange Act of 1934, maintaining the confidentiality of a claim with the SEC; (2) providing Confidential Information or information that would otherwise violate Section 5.06 or 5.10 of this Agreement to the SEC to the extent permitted by Section 21F of the Securities Exchange Act of 1934; (3) cooperating, participating or assisting in an SEC investigation or proceeding without notifying the Company; or (4) receiving a monetary award as set forth in Section 21F of the Securities Exchange Act of 1934. Further, Executive is hereby notified, in accordance with the Defend Trade Secrets Act of 2016, 18 U.S.C. § 1833(b), that (i) an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state or local government official, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; (ii) an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (iii) an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding if the individual files any document containing the trade secret under seal and does not disclose the trade secret except pursuant to court order.

SECTION 5.08. Assignment of Inventions; Further Assurances. All rights to discoveries, inventions, improvements and innovations (including all data and records pertaining thereto) related to the business of the Combined Company or its current or former affiliates, whether or not patentable, copyrightable, registrable as a trademark, or reduced to writing, that Executive may discover, invent or originate during the term of Executive's service to the Combined Company or its affiliates (whether

before, on or after the Closing Date), either alone or with others and whether or not during working hours or by the use of the facilities of the Combined Company (“Inventions”), shall be the exclusive property of the Combined Company or its designee. Executive shall promptly disclose all Inventions to the Combined Company. Executive shall take all requested actions and execute all requested documents to assist the Combined Company, or its designee, at the Combined Company’s expense, in every way to secure the Combined Company’s or its designee’s above rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, and to pursue any patents or registrations with respect thereto. This covenant shall survive the termination of this Agreement. If the Combined Company or its designee is unable for any other reason to secure Executive’s signature on any document for this purpose, then Executive hereby irrevocably designates and appoints the Combined Company or its designee and their duly authorized officers and agents, as the case may be, as Executive’s agent and attorney-in-fact, to act for and in Executive’s behalf and stead to execute any documents and to do all other lawfully permitted acts in connection with the foregoing.

SECTION 5.09. Records. All memoranda, books, records, documents, papers, plans, information, letters and other data relating to Confidential Information or the business and customer accounts of the Combined Company, whether prepared by Executive or otherwise, coming into Executive’s possession shall be and remain the exclusive property of the Combined Company and Executive shall not, during the term of Executive’s employment with the Combined Company or thereafter, directly or indirectly assert any interest or property rights therein. Upon termination of employment with the Combined Company for any reason, (a) Executive will immediately return to the Combined Company all such memoranda, books, records, documents, papers, plans, information, letters and other data, and all copies thereof or therefrom, and Executive will not retain, or cause or permit to be retained, any copies or other embodiments of the materials so returned and (b) Executive shall delete all documents, materials, and information (and copies thereof) of the Combined Company from all Executive’s personal electronic devices (e.g., laptop, iPad, telephone, thumb drives, etc.). Executive further agrees that he will not retain or use for Executive’s account at any time any trade names, trademark or other proprietary business designation used or owned in connection with the business of the Combined Company.

SECTION 5.10. Non-Disparagement. Executive has not prior to the Closing Date, whether in writing or orally, criticized or disparaged the Combined Company, nor shall Executive during the period commencing on the Closing Date and terminating five years after the date of Executive’s termination of employment with the Combined Company for any reason (the “Non-Disparagement Period”), unless in the context of litigation between the Combined Company and Executive or under penalty of perjury or otherwise permitted pursuant to Section 5.07, whether in writing or orally, criticize or disparage the Combined Company or any of its respective current or former affiliates, directors, officers, employees, members, partners, agents or representatives. The Combined Company shall instruct the Company Parties (as defined below) not to,

whether in writing or orally, criticize or disparage Executive during the Non-Disparagement Period, unless in the context of litigation between the Combined Company and Executive or under penalty of perjury. For purposes of this Agreement, the term the “Company Parties” shall mean the executive officers and designated spokespersons of the Combined Company, acting in their capacity as representatives of the Combined Company.

SECTION 5.11. Specific Performance. Executive agrees that any breach by Executive of any of the provisions of this Article V shall cause irreparable harm to the Combined Company that could not be made whole by monetary damages and that, in the event of such a breach, Executive shall waive the defense in any action for specific performance that a remedy at law would be adequate, and the Combined Company shall be entitled to specifically enforce the terms and provisions of this Article V without the necessity of proving actual damages or posting any bond or providing prior notice, in addition to any other remedy to which the Combined Company may be entitled at law or in equity.

SECTION 5.12. Notification of Subsequent Employer. Prior to accepting employment with any other person or entity during any period during which Executive remains subject to any of the covenants set forth in Section 5.03 or Section 5.04, Executive shall provide such prospective employer with written notice of such provisions of this Agreement.

ARTICLE VI

Miscellaneous

SECTION 6.01. Assignment. This Agreement shall not be assignable by Executive. The parties agree that any attempt by Executive to delegate Executive’s duties hereunder shall be null and void. This Agreement may be assigned by the Combined Company to a person or entity that is an affiliate or a successor in interest to substantially all the business operations of the Combined Company. Upon such assignment, the rights and obligations of the Combined Company hereunder shall become the rights and obligations of such affiliate or successor person or entity. As used in this Agreement, the term the “Combined Company” shall mean the Combined Company as hereinbefore defined in the recital to this Agreement and any permitted assignee to which this Agreement is assigned.

SECTION 6.02. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Combined Company and the personal or legal representatives, executors, administrators, successors, distributees, devisees and legatees of Executive. Executive acknowledges and agrees that all Executive’s covenants and obligations to the Combined Company, as well as the rights of the Combined Company under this Agreement, shall run in favor of and will be enforceable by the Combined Company, its subsidiaries and its successors and permitted assigns.

SECTION 6.03. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and subject matter hereof and supersedes and replaces any and all prior agreements, understandings, statements, representations and warranties, written or oral, express or implied and/or whenever and howsoever made, directly or indirectly relating to the subject matter hereof, including the Offer Letter, provided that Executive shall not forfeit any vested or other earned rights under the Offer Letter, including the right to earn the retention bonus provided for thereunder, and the foregoing shall not revoke or void Executive's participation in any benefit plan or program (including vacation accrual) provided for under the Offer Letter in accordance with the terms of the Offer Letter. Notwithstanding the above, Executive's covenants set forth in Article V shall operate independently of, and shall be in addition to, any similar covenants to which Executive is subject pursuant to any other agreement with the Combined Company or any of the Combined Company's affiliates.

SECTION 6.04. Amendment. Except as provided in Section 6.13(d) hereof, this Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto.

SECTION 6.05. Notice. All documents, notices, requests, demands and other communications that are required or permitted to be delivered or given under this Agreement shall be in writing and shall be deemed to have been duly delivered or given when received.

If to the Combined Company:	Amentum Holdings, Inc. 4800 Westfields Boulevard Suite #400 Chantilly, Virginia 20151 Attention: Stuart Young stuart.young@amentum.com
with copies to:	Cravath, Swaine & Moore LLP Two Manhattan West 375 Ninth Avenue New York, NY 10001 Attention: David J. Perkins, Esq. Matthew J. Bobby, Esq. Telephone: (212) 474-1000 Facsimile: (212) 474-3700 E-mail: dperkins@cravath.com mbobby@cravath.com

If to Executive:

Address last on file with the Combined Company

with copies to:

Brett L. Antonides, Esq.
Brett L. Antonides, P.C.
12001 Sunrise Valley Drive
Suite 202
Reston, VA 20191
Telephone: (703) 314-3399
Facsimile: (703) 636-0249
Email: bantonides@blapc-law.com

SECTION 6.06. Governing Law and Jurisdiction. (a) This Agreement and any disputes arising under or related hereto (whether for breach of contract, tortious conduct or otherwise) shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, without reference to its conflicts of law principles. Each party irrevocably agrees that any legal action, suit or proceeding against them arising out of or in connection with this Agreement or the transactions contemplated by this Agreement or disputes relating hereto (whether for breach of contract, tortious conduct or otherwise) shall be brought exclusively in the United States District Court for the Eastern District of Virginia, Alexandria Division, or, if such court does not have subject matter jurisdiction, the state courts of Virginia located in Fairfax County and hereby irrevocably accepts and submits to the exclusive jurisdiction and venue of the aforesaid courts in personam, with respect to any such action, suit or proceeding.

(b) Each party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party (i) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other parties hereto have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 6.06(b).

(c) In the event of any dispute or legal action arising under this Agreement, each party shall be responsible for bearing its own expenses, attorneys' fees and other costs during the pendency of such dispute or legal action, except that in the event of a legal action in which one party prevails on all or substantially all of the matters subject to the dispute, the prevailing party shall be entitled to reimbursement from the other party for all expenses, attorneys' fees and other costs incurred in connection with such legal action.

SECTION 6.07. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable in any jurisdiction, then such provision, covenant or condition shall, as to such jurisdiction, be modified or restricted to the extent necessary to

make such provision valid, binding and enforceable, or, if such provision cannot be modified or restricted, then such provision shall, as to such jurisdiction, be deemed to be excised from this Agreement and any such invalidity, illegality or unenforceability with respect to such provision shall not invalidate or render unenforceable such provision in any other jurisdiction, and the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 6.08. Survival. The rights and obligations of the Combined Company and Executive under the provisions of this Agreement, including Articles V and VI, shall survive and remain binding and enforceable, notwithstanding any termination of Executive's employment with the Combined Company or a termination of this Agreement, in each case to the extent necessary to preserve the intended benefits of such provisions.

SECTION 6.09. Cooperation. Executive shall provide Executive's reasonable cooperation to the Combined Company in connection with any suit, action or proceeding (or any appeal therefrom) that relates to events occurring during Executive's employment with the Combined Company or any of its affiliates other than a suit between Executive, on the one hand, and the Combined Company, on the other hand; provided that the Combined Company shall reimburse Executive at a reasonable rate for his time (if Executive is no longer employed by the Combined Company) and for expenses reasonably incurred in connection with such cooperation.

SECTION 6.10. No Waiver. The provisions of this Agreement may be waived only in writing signed by the party or parties entitled to the benefit thereof. A waiver or any breach or failure to enforce any provision of this Agreement shall not in any way affect, limit or waive a party's rights hereunder at any time to enforce strict compliance thereafter with every provision of this Agreement.

SECTION 6.11. Set Off. The Combined Company's obligation to pay Executive the amounts provided and to make the arrangements provided hereunder shall be subject to set off, counterclaim or recoupment of amounts owed by Executive to the Combined Company or its affiliates, except as provided in Section 6.13.

SECTION 6.12. Withholding Taxes. The Combined Company may withhold from any amounts payable under this Agreement such Federal, state, local and foreign taxes as may be required to be withheld pursuant to any applicable law or regulation.

SECTION 6.13. Section 409A. (a) It is intended that the provisions of this Agreement comply with Section 409A of the Code ("Section 409A") or an exemption thereunder, and all provisions of this Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A.

(b) Neither Executive nor any of his creditors or beneficiaries shall have the right to subject any deferred compensation (within the meaning of Section 409A) payable under this Agreement or under any other plan, policy, arrangement or agreement of or with the Combined Company or any of its affiliates (this Agreement and such other plans, policies, arrangements and agreements, the “Company Plans”) to any anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment or garnishment. Except as permitted under Section 409A, any deferred compensation (within the meaning of Section 409A) payable to Executive or for Executive’s benefit under any Company Plan may not be reduced by, or offset against, any amount owing by Executive to the Combined Company or any of its affiliates.

(c) Severance benefits under this Agreement are intended to be exempt from Section 409A under the “short-term deferral” exception, to the maximum extent applicable, and then under the “separation pay” exception, to the maximum extent applicable. If, at the time of Executive’s separation from service (within the meaning of Section 409A), (i) Executive shall be a specified employee (within the meaning of Section 409A and using the identification methodology selected by the Combined Company from time to time) and (ii) the Combined Company shall make a good faith determination that an amount payable under a Company Plan constitutes deferred compensation (within the meaning of Section 409A) the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Section 409A in order to avoid taxes or penalties under Section 409A, then the Combined Company (or its affiliate, as applicable) shall not pay such amount on the otherwise scheduled payment date but shall instead accumulate such amount and pay it on the first business day after such six-month period.

(d) Notwithstanding any provision of this Agreement or any other Company Plan to the contrary, in light of the uncertainty with respect to the proper application of Section 409A, the Combined Company reserves the right to make amendments to any Company Plan as the Combined Company deems necessary or desirable to avoid the imposition of taxes or penalties under Section 409A. In any case, Executive is solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on Executive or for Executive’s account in connection with any Company Plan (including any taxes and penalties under Section 409A), and neither the Combined Company nor any affiliate shall have any obligation to indemnify or otherwise hold Executive harmless from any or all of such taxes or penalties.

(e) For purposes of Section 409A, each payment hereunder will be deemed to be a separate payment as permitted under Treasury Regulation Section 1.409A-2(b)(2)(iii). Notwithstanding anything herein to the contrary, to the extent required by Section 409A, Executive shall not be entitled to any payments or benefits payable hereunder as a result of Executive’s termination of employment with the Combined Company that constitute “deferred compensation” under Section 409A unless such termination of employment qualifies as a “separation from service” within the

meaning of Section 409A (and any related regulations or other pronouncements thereunder).

(f) Except as specifically permitted by Section 409A, any benefits and reimbursements provided to Executive under this Agreement during any calendar year shall not affect any benefits and reimbursements to be provided to Executive under this Agreement in any other calendar year, and the right to such benefits and reimbursements cannot be liquidated or exchanged for any other benefit. Furthermore, reimbursement payments shall be made to Executive as soon as practicable following the date that the applicable expense is incurred, but in no event later than the last day of the calendar year following the calendar year in which the underlying expense is incurred.

SECTION 6.14. Section 280G. Notwithstanding any other agreement between the Combined Company and Executive, in the event that any payment or benefits provided to Executive (whether made or provided pursuant to this Agreement or otherwise) constitute “parachute payments” within the meaning of Section 280G of the Code (“Parachute Payments”) and would be subject to the tax (the “Excise Tax”) imposed by Section 4999 of the Code, then Executive shall be entitled to receive either (i) the full amount of the Parachute Payments, or (ii) the maximum amount that may be provided to Executive without resulting in any portion of such Parachute Payments being subject to such Excise Tax, whichever of clauses (i) and (ii), after taking into account applicable Federal, state, and local taxes and the Excise Tax, results in the receipt by the Executive, on an after-tax basis, of the greatest portion of the Parachute Payments. Any reduction of the Parachute Payments pursuant to the foregoing shall occur in the following order: (a) any cash payment under any retention bonus agreement or similar agreement, (b) any cash severance payable by reference to Executive’s Base Salary and Annual Bonus; (c) any other cash amount payable to Executive; (d) any benefit valued as a Parachute Payment; and (e) acceleration of vesting of any equity award. Such reduction shall be first applied to payments and benefits in each of the foregoing categories in reverse order beginning with the payments or benefits that are to be paid the furthest in time from the date of such determination. Any determination required under this Section 6.14 shall be made in writing by a nationally recognized public accounting firm designated by public accountants of the Combined Company, whose determination shall be conclusive and binding for all purposes upon the Combined Company and Executive. For purposes of making any calculation required by this Section 6.14, such accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good-faith interpretations concerning the application of Sections 280G and 4999 of the Code.

SECTION 6.15. Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile of PDF), each of which shall be deemed to be an original instrument and all of which together shall constitute a single instrument. If any signature is delivered by facsimile transmission or by PDF, such signature shall create a valid and binding obligation of the party executing (or on whose behalf the

signature is executed) with the same force and effect as if such facsimile or PDF signature were an original thereof.

SECTION 6.16. Construction. The headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. As used in this Agreement, words such as “herein,” “hereinafter,” “hereby” and “hereunder,” and the words of like import refer to this Agreement, unless the context requires otherwise. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. As used in Article V and VI, the terms the “Combined Company” and the “Company” include the Combined Company or the Company, respectively, and each of their subsidiaries and affiliates and their predecessors, successors and assigns.

[Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

AMENTUM HOLDINGS, INC.

by /s/ Stuart Young
Name: Stuart Young
Title: Chief Legal Officer

TRAVIS JOHNSON

 /s/ Travis Johnson

Exhibit 10.8

EMPLOYMENT AGREEMENT (this “Agreement”), dated as of November 6, 2024, by and between Steve Arnette (“Executive”) and Amentum Holdings, Inc., a Delaware corporation (the “Company”).

WHEREAS, Executive previously served as the Executive Vice President and President of the Critical Mission Solutions business of Jacobs Solutions Inc. (“Jacobs”);

WHEREAS, the Company (formerly known as Amazon Holdco Inc.) previously entered into that Agreement and Plan of Merger, dated as of November 20, 2023, by and among Jacobs, Amentum Parent Holdings LLC and Amentum Joint Venture LP (the “Merger Agreement”), pursuant to which Amentum Parent Holdings LLC merged with and into the Company (such merger, the “Merger”, and the combined company resulting from the Merger, the “Combined Company”);

WHEREAS, Executive has ceased to serve as an employee of Jacobs, and effective as of, and following, the Merger, Executive is serving as the Chief Operating Officer of the Combined Company; and

WHEREAS, in connection with the foregoing and the other transactions contemplated by the Merger Agreement, the Company and Executive desire to enter into this Agreement, effective as of the Effective Time (as defined in the Merger Agreement), and to set forth the terms and conditions under which Executive will serve as Chief Operating Officer of the Combined Company.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto do hereby agree as follows:

ARTICLE I

Employment

SECTION 1.01. Term. Subject to the terms of this Agreement, the term of Executive’s employment under this Agreement commenced on the Closing Date (as defined in the Merger Agreement) and shall terminate on the second anniversary of the Closing Date (the “Initial Period”); provided that such term of employment shall automatically renew upon the expiration of the Initial Period and on each subsequent anniversary thereof for one year (“Renewal Period”), unless the Combined Company delivers to Executive, or Executive delivers to the Combined Company, written notice at least 60 days in advance of the expiration of the Initial Period or any Renewal Period that such term of employment shall not be extended, in which case such term of employment shall end at the end of the Initial Period or Renewal Period in which such notice was delivered and shall not be further extended. Notwithstanding the foregoing, Executive’s employment with the Combined Company shall be “at will” and, subject to the provisions of Article IV and the notice requirements set forth above, Executive’s employment under

this Agreement may be terminated by the Combined Company or Executive at any time and for any reason, with or without prior notice.

SECTION 1.02. Position and Duties. During Executive's term of employment, Executive shall serve as the Chief Operating Officer of the Combined Company reporting to the Chief Executive Officer of the Combined Company, performing duties and having responsibilities customary for the chief operating officer of similar companies. Executive shall perform such services and duties in accordance with the policies, practices and bylaws of the Combined Company.

SECTION 1.03. Time and Effort. Executive shall serve the Combined Company faithfully, loyally, honestly and to the best of Executive's ability. Executive shall devote all of Executive's business time and best efforts to the performance of Executive's duties on behalf of the Combined Company and its subsidiaries and affiliates. During Executive's term of employment, Executive shall not at any time or place or to any extent whatsoever, either directly or indirectly, without the express written consent of the Board of Directors of the Combined Company (the "Board"), engage in any outside employment or in any activity that, in the reasonable judgment of the Combined Company, is competitive with or adverse to the business, practice or affairs of the Combined Company or any of its affiliates, whether or not such activity is pursued for gain, profit or other pecuniary advantage. Notwithstanding the foregoing, it shall not be a violation of this Agreement for Executive to serve as a director of charitable organizations to the extent such service has been approved by the Board.

ARTICLE II

Compensation

SECTION 2.01. Base Salary. During the term of Executive's employment under this Agreement, the Combined Company shall, as compensation for the obligations set forth herein and for all services rendered by Executive in any capacity during Executive's employment under this Agreement, including services as an officer, employee, director or member of any governing body, or committee thereof, of the Combined Company or any of its affiliates, pay Executive a base salary ("Base Salary") at the annual rate of \$750,000 per year, payable in substantially equal installments in accordance with the Combined Company's standard payroll practices as in effect from time to time. The Combined Company shall review Executive's performance at least annually and may increase but not decrease his Base Salary in connection with such reviews. In the event that sickness or disability payments under any insurance programs of the Combined Company or otherwise shall become payable to Executive in respect of any period of Executive's employment under this Agreement, the salary installment payable to Executive hereunder on the next succeeding salary installment payment date shall be an amount computed by subtracting (a) the amount of such sickness or disability payments that shall have become payable during the period between such date and the

immediately preceding salary installment date from (b) the salary installment otherwise payable to Executive hereunder on such date.

SECTION 2.02. Annual Bonus. During the term of Executive's employment under this Agreement, Executive shall be eligible to participate in the annual incentive compensation plans of the Combined Company, as may be continued or established by the Board for similarly situated executives, in its discretion, from time to time, and shall have the opportunity to earn a performance-based cash bonus ("Annual Bonus") with a target Annual Bonus of 100% of Base Salary for the fiscal year to which such Annual Bonus relates.

SECTION 2.03. Long-Term Incentive Awards. During the term of Executive's employment under this Agreement, Executive shall be eligible to participate in the long-term incentive compensation plans of the Combined Company as in effect from time to time on a basis, including with respect to grant date values and terms and conditions, as determined by the Board, consistent with Executive's roles and duties.

ARTICLE III

Executive Benefits

SECTION 3.01. Benefit Plans. During the term of Executive's employment under this Agreement, Executive shall be entitled to participate in any benefit plans (excluding severance, bonus, incentive or profit-sharing plans) offered by the Combined Company as in effect from time to time (collectively, "Benefit Plans") on the same basis as that generally made available to other employees of the Combined Company to the extent Executive may be eligible to do so under the terms of any such Benefit Plan. Executive understands that any such Benefit Plans may be terminated or amended from time to time by the Combined Company in its discretion. Notwithstanding the first sentence of this Section 3.01, nothing shall preclude Executive from participating during the term of Executive's employment under this Agreement in any present or future bonus, incentive or profit-sharing plan or other plan of the Combined Company for the benefit of its employees, in each case as and to the extent approved or determined by the Board in its discretion and subject to the other terms of this Agreement.

SECTION 3.02. Business Expenses. The Combined Company will reimburse Executive for all reasonably incurred business expenses, subject to the travel and expense policy established by the Combined Company from time to time, incurred by Executive during the term of Executive's employment under this Agreement in the performance of Executive's duties hereunder; provided that Executive furnishes to the Combined Company adequate records and other documentary evidence required to substantiate such expenditures. The Company shall promptly reimburse Executive up to \$25,000 in attorneys' fees incurred by him in connection with the entry into this Agreement; provided that Executive furnishes to the Company adequate records and other documentary evidence required to substantiate such attorneys' fees.

SECTION 3.03. Vacation. During the term of Executive's employment under this Agreement, Executive shall receive paid vacation days in accordance with the Combined Company's vacation policy based on Executive's tenure with the Combined Company.

ARTICLE IV

Termination

SECTION 4.01. Exclusive Rights. The amounts payable under this Article IV and pursuant to any applicable award agreement under which the long-term incentive awards will be granted are intended to be, and are, exclusive and in lieu of any other rights or remedies to which Executive may otherwise be entitled, including under common, tort or contract law, under policies of the Combined Company and its affiliates in effect from time to time, under this Agreement or otherwise, in the event of Executive's termination of employment with the Combined Company and its affiliates; provided that, notwithstanding the foregoing, Executive shall be entitled to participate, and receive benefits under, the Amentum Holdings, Inc. Severance Plan for Key Employees in accordance with its terms.

SECTION 4.02. Termination by The Company for Cause; Termination by Executive without Good Reason. (a) If the Combined Company terminates Executive for Cause or if Executive elects to terminate Executive's employment with the Combined Company without Good Reason, Executive shall be entitled to receive (i) Base Salary earned through the date of termination that remains unpaid as of the date of Executive's termination, (ii) any Annual Bonus for any previously completed bonus period that has been earned and remains unpaid as of the date of Executive's termination, (iii) reimbursement for any unreimbursed business expenses properly incurred by Executive prior to the date of Executive's termination to the extent such expenses are reimbursable under Section 3.02 and (iv) such benefits (excluding benefits under any severance plan, program or policy then in effect), if any, to which Executive may be entitled under the Benefit Plans as of the date of Executive's termination, which benefits shall be payable in accordance with the terms of such Benefit Plans (the amounts described in clauses (i) through (iv) of this Section 4.02(a) being referred to herein as the "Accrued Rights").

(b) For purposes of this Agreement, the term "Cause" shall mean Executive's:

- (i) conviction of, or plea of guilty or *nolo contendere* to, a felony;
- (ii) willful and continued failure to substantially perform Executive's duties with the Combined Company (other than any such failure resulting from Executive's incapacity due to physical or mental illness) after a written demand for substantial performance is delivered to Executive by the Chief Executive Officer of the Combined Company which specifically identifies the manner in which the Chief Executive

Officer of the Combined Company believes that Executive has not substantially performed Executive's duties;

(iii) willful engagement in conduct that is materially injurious to the Combined Company or its affiliates, monetarily or otherwise;

(iv) act of gross misconduct in connection with the performance of Executive's duties to the Combined Company;

(v) willful violation of any material Combined Company policy;
or

(vi) material breach of any employment, confidentiality, restrictive covenant or other similar agreement between the Combined Company and Executive.

(c) For purposes of this Agreement, the term "Good Reason" shall mean any of the following events, without Executive's written consent:

(i) a material reduction and adverse change in the position, duties or responsibilities of Executive from those in effect immediately prior to such change;

(ii) a reduction by the Combined Company in Executive's Base Salary or target Annual Bonus, as in effect on the date hereof or as the same may be increased from time to time thereafter (other than a reduction of less than 10% that is applicable to all employees generally);

(iii) a relocation of Executive's primary work location to a distance of more than 50 miles from its location as of immediately prior to such change, unless Executive is permitted to work remotely; or

(iv) a material breach by the Combined Company (or a successor) of this Agreement;

provided, however, that such event will not constitute Good Reason under this Agreement unless (x) Executive provides notice to the Combined Company within 30 days following the initial existence of an event constituting Good Reason, (y) the Combined Company does not remedy such event (if remediation is possible) within 30 days following the Combined Company's receipt of notice of such event, and (z) Executive separates from service with the Combined Company within 90 days following the initial existence of such an event constituting Good Reason.

SECTION 4.03. Termination by The Company Other Than for Cause, Disability or Death; Termination by Executive for Good Reason. If the Combined Company elects to terminate Executive's employment for any reason other than Cause, Disability (as defined below) or death, or if Executive terminates Executive's

employment with the Combined Company for Good Reason, Executive shall be entitled to the Accrued Rights and; provided that Executive has provided a general release in favor of the Combined Company and its subsidiaries and affiliates, and their respective directors, officers, employees, agents and representatives in form and substance reasonably acceptable to the Combined Company (the “Release”) and the Release has become effective and irrevocable prior to the 60th day after such termination of employment, Executive shall be entitled to the following:

(a) Cash Payments. (i) The Combined Company shall pay to Executive an amount equal to 1.5 times the sum of Executive’s Base Salary and Annual Bonus, payable in equal installments through the date that is 18 months after the date of Executive’s termination of employment (the “Severance Period”) at the same times at which and in the same manner in which Executive’s Base Salary would have been payable to Executive had a termination of employment not occurred, and (ii) the Combined Company shall provide to Executive, during the calendar year following the calendar year in which Executive’s termination of employment occurs, an Annual Bonus for the fiscal year in which the termination occurs equal to the Annual Bonus that Executive would have received if his employment had not terminated prior to the end of the fiscal year (e.g., after determining whether applicable performance goals have been achieved, determined on a basis consistent with past practice), pro-rated based on a fraction, the numerator of which shall equal the number of days Executive was employed by the Combined Company in the fiscal year in which Executive’s termination occurs and the denominator of which shall equal 365 (the “Pro-Rata Bonus”); provided, however, that, in the case of clause (i), the Combined Company shall (x) commence such payments on the 60th day after termination of Executive’s employment, except that any payments that would have otherwise been paid to Executive following the date of the termination of employment and prior to such 60th day shall be accumulated and paid to Executive in a lump sum on the first payment date following such 60th day, and (y) not continue such payments at any time following either (A) breach of the provisions of Section 5.03 or 5.04 or (B) breach of the provisions of Article V (other than Section 5.03 or 5.04) that (X) is materially damaging to the business or reputation of the Combined Company or any of its affiliates or (Y) occurs after the Combined Company has notified Executive more than once of a prior breach of such Article V (other than Section 5.03 or 5.04).

(b) Financial Planning Services; Life Insurance; Health Benefit Continuation. The Combined Company shall pay Executive a lump sum cash payment in an amount sufficient to cover 18 months of (i) the annual premium that would be payable to Executive for the continued receipt of financial planning services which Executive receives as of immediately prior to the date of Executive’s termination of employment and (ii) the annual premium pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, that would be payable by Executive for continued participation in the Combined Company’s group health plans (including medical and dental insurance) in which Executive participates as of immediately prior to the date of Executive’s termination of employment. Such lump sum cash payments pursuant to this Section 4.03(b) shall be paid within 90 days following the date of

Executive's termination of employment, subject to Section 4.03(e) below. In addition, the Combined Company shall pay Executive a monthly cash payment grossed up for taxes to permit Executive to purchase life insurance coverage at the same benefit level as currently provided to active senior executives of the Combined Company and at the same cost to Executive as is generally provided to active senior executives of the Combined Company.

(c) Outplacement. Executive shall receive reasonable outplacement services to be provided by a provider selected by Executive during the Severance Period, the cost of which shall be borne by the Combined Company; provided, however, that notwithstanding the foregoing, Executive shall commence using such services within 12 months of Executive's termination of employment, such outplacement services shall end not later than the last day of the second calendar year that begins after the date of termination of Executive's employment and the Combined Company shall pay any amounts in respect of such outplacement services not later than the last day of the third calendar year that begins after such date of termination.

(d) Long-Term Incentive Awards. If such termination occurs prior to the first anniversary of the Closing Date, then any unvested long-term incentive awards of the Company held by Executive as of the date of such termination shall immediately vest to the extent they would have vested if Executive had incurred a termination of employment under the terms of Jacobs' Executive Severance Plan (taking into account any applicable pro ration and other terms and conditions), as in effect on the Closing Date, and, to the extent so vested, settle as of such date of termination.

(e) Release. For the avoidance of doubt, (x) the Release shall not require Executive to release any rights to post-termination payments or benefits afforded to him by this Agreement, or any vested benefits or rights pursuant to the terms of the Combined Company's and its affiliates' benefit plans or programs, or to any rights related to his ownership of fully vested equity securities of the Combined Company, and (y) if the Release does not become effective and irrevocable within 60 days following the date of Executive's termination of employment pursuant to this Section 4.03(e), the Combined Company shall not be obligated to make any payments or provide any benefits under Section 4.03(a), (b), (c) or (d) above and Executive shall only be entitled to the Accrued Rights.

SECTION 4.04. Termination for Disability or Death. Executive's employment shall terminate automatically upon Executive's death. The Combined Company may terminate Executive's employment upon the occurrence of Executive's Disability. In the event of Executive's termination due to death or Disability, Executive, or Executive's estate, as the case may be, shall be entitled to receive the Accrued Rights and the Pro-Rata Bonus during the calendar year following the calendar year in which Executive's termination of employment occurs. For purposes of this Agreement, the term "Disability" shall mean (a) the inability of Executive, due to illness, accident or any other physical or mental incapacity, to perform Executive's duties in a normal manner for a

period of 180 days (whether or not consecutive) in any twelve-month period during the term of Executive's employment under this Agreement or (b) Executive being accepted for long-term disability benefits under any long-term disability plan in which he is then participating. The Board shall determine, according to the facts then available, whether and when the Disability of Executive has occurred. Such determination shall not be arbitrary or unreasonable and the Board will take into consideration the expert medical opinion of a physician chosen by the Combined Company, after such physician has completed an examination of Executive. Executive agrees to make himself available for such examination upon the reasonable request of the Combined Company.

SECTION 4.05. Coordination of Benefits. In the event of a "change in control" of the Combined Company, Executive shall be eligible to receive the severance benefits provided for under any severance plan of the Company providing for severance benefits in connection with such change in control (the "Severance Plan"). Notwithstanding the foregoing, in no event shall Executive be entitled to receive severance benefits under both this Agreement and the Severance Plan and shall receive either the severance benefits provided for under this Agreement or those provided for under the Severance Plan, whichever is greater.

ARTICLE V

Executive Covenants

SECTION 5.01. The Company Interests. Executive acknowledges that the Combined Company has expended substantial amounts of time, money and effort to develop business strategies, customer relationships, employee relationships, trade secrets and goodwill and to build an effective organization, and that the Combined Company has a legitimate business interest and right in protecting those assets as well as any similar assets that the Combined Company may develop or obtain. Executive acknowledges that the Combined Company is entitled to protect and preserve the going concern value of the Combined Company and its business and trade secrets to the extent permitted by law. Executive acknowledges that the Combined Company's business is worldwide in nature and international in scope. Executive acknowledges and agrees that the restrictions imposed upon Executive under this Agreement are reasonable and necessary for the protection of the Combined Company's goodwill, confidential information, trade secrets and customer relationships, and that the restrictions set forth in this Agreement will not prevent Executive from earning a livelihood without violating any provision of this Agreement.

SECTION 5.02. Consideration to Executive. In consideration of the Combined Company's entering into this Agreement and the Combined Company's obligations hereunder and other good and valuable consideration, the receipt of which is hereby acknowledged, and acknowledging hereby that the Combined Company would not have entered into this Agreement without the covenants contained in this Article V,

Executive hereby agrees to be bound by the provisions and covenants contained in this Article V.

SECTION 5.03. Non-Solicitation. Executive agrees that, for the period commencing on the Closing Date and terminating one year after the date of Executive's termination of employment with the Combined Company for any reason, Executive shall not, and shall cause each of Executive's affiliates (other than the Combined Company) not to, directly or indirectly: (a) solicit any person or entity that is or was a customer (or prospective customer) of the Combined Company to (i) purchase any goods or services related to any Competitive Business (as defined below) that are of the type sold by the Combined Company, from anyone other than the Combined Company or (ii) reduce its volume of goods or services purchased from the Combined Company, (b) interfere with, or attempt to interfere with, business relationships (whether formed before, on or after the Closing Date) between the Combined Company and suppliers, partners, members or investors of the Company, (c) other than on behalf of the Combined Company, solicit, recruit or hire any employee or consultant of the Combined Company or any person who has, at any time within two years prior to such solicitation, recruitment or hiring, worked for or provided services to the Combined Company, (d) solicit or encourage any employee or consultant of the Combined Company to leave the employment of, or to cease providing services to, the Company or (e) assist any person or entity in any way to do, or attempt to do, anything prohibited by this Section 5.03.

SECTION 5.04. Non-Competition. (a) Executive agrees that, for the period commencing on the Closing Date and terminating 18 months after the date of Executive's termination of employment with the Combined Company for any reason, Executive shall not, and shall cause each of Executive's affiliates (other than the Combined Company) not to, directly or indirectly: (i) engage in or establish any Competitive Business including selling goods or services relating to any Competitive Business that are of the type sold by the Combined Company, (ii) assist any person or entity in any way to engage in or establish, or attempt to engage in or establish, any Competitive Business, (iii) except as provided in Section 5.04(c), be employed by, consult with, advise, permit his name to be used by, or be connected in any manner with the ownership, management, operation or control of any person or entity that directly or indirectly engages in any Competitive Business or (iv) engage in any course of conduct that involves any Competitive Business that is substantially detrimental to the business reputation of the Combined Company.

(b) The term "Competitive Business" means any business or entity that is or proposes to be engaged in any business conducted by the Combined Company from time to time during the term of this Agreement, including without limitation, (i) nuclear and environmental management services, including, without limitation, environmental clean-up operations, nuclear decontamination and decommissioning services, waste management projects and consulting / engineering services related to high hazard environments, (ii) intelligence operations, translation services, cyber-security services, vulnerability assessments, IT services, systems engineering services, systems integration,

program and project management services and training (in particular, special operations, submarine and weapons system training), (iii) mission readiness services and solutions, including without limitation, logistics and supply chain management, facilities management, maintenance of military equipment, fighter plane testing, fighter pilot training, border security services and chemical weapons demilitarization, and (iv) any other business engaged in by the Combined Company, or with respect to which the Combined Company has taken any substantial steps to engage in, at any time during the two-year period preceding Executive's termination of employment.

(c) This Section 5.04 shall not be deemed breached solely as a result of the ownership by Executive or any of Executive's affiliates of: (i) less than an aggregate of 5% of any class of stock of a public company engaged, directly or indirectly, in any Competitive Business; (ii) less than 5% in value of any instrument of indebtedness of a public company engaged, directly or indirectly, in any Competitive Business; or (iii) a public company that engages, directly or indirectly, in any Competitive Business if such Competitive Business accounts for less than 5% of such person's or entity's consolidated annual revenues. A "public company" for purposes of this Section 5.04(c) shall mean an entity whose common stock is traded on a nationally recognized securities exchange.

SECTION 5.05. Confidential Information. Executive hereby acknowledges that (a) in the performance of Executive's duties and services pursuant to this Agreement, Executive has received, and may be given access to, Confidential Information and (b) all Confidential Information is or will be the property of the Combined Company. For purposes of this Agreement, "Confidential Information" shall mean information, knowledge and data that is or will be used, developed, obtained or owned by the Combined Company relating to the business, products and/or services of the Combined Company or the business, products and/or services of any customer, sales officer, sales associate or independent contractor thereof, including products, services, fees, pricing, designs, marketing plans, strategies, analyses, forecasts, formulas, drawings, photographs, reports, records, computer software (whether or not owned by, or designed for, the Combined Company), other operating systems, applications, program listings, flow charts, manuals, documentation, data, databases, specifications, technology, inventions, new developments and methods, improvements, techniques, trade secrets, devices, products, methods, know-how, processes, financial data, customer lists, contact persons, cost information, executive information, regulatory matters, personnel matters, accounting and business methods, copyrightable works and information with respect to any vendor, customer, sales officer, sales associate or independent contractor of the Combined Company, in each case whether patentable or unpatentable and whether or not reduced to practice, and all similar and related information in whatever form, and all such items of any vendor, customer, sales officer, sales associate or independent contractor of the Combined Company; provided, however, that Confidential Information shall not include information that is generally known to the public other than as a result of disclosure by Executive in breach of this Agreement or in breach of any similar covenant made by Executive prior to entering into this Agreement.

SECTION 5.06. Non-Disclosure. Except as otherwise specifically provided in Section 5.07, Executive will not, directly or indirectly, disclose or cause or permit to be disclosed, to any person or entity whatsoever, or utilize or cause or permit to be utilized, by any person or to any entity whatsoever, any Confidential Information acquired pursuant to Executive's employment with the Combined Company (whether acquired prior to or subsequent to the execution of this Agreement) under this Agreement or otherwise.

SECTION 5.07. Permitted Disclosure. This Agreement does not limit or interfere with Executive's right to communicate and cooperate in good faith with a government agency for the purpose of (a) reporting a possible violation of any U.S. federal, state, or local law or regulation, (b) participating in any investigation or proceeding that may be conducted or managed by any government agency, including by providing documents or other information or (c) filing a charge or complaint with a government agency. Without limiting the foregoing, nothing in or about this Agreement prohibits Executive from: (1) filing and, as provided for under Section 21F of the Securities Exchange Act of 1934, maintaining the confidentiality of a claim with the SEC; (2) providing Confidential Information or information that would otherwise violate Section 5.06 or 5.10 of this Agreement to the SEC to the extent permitted by Section 21F of the Securities Exchange Act of 1934; (3) cooperating, participating or assisting in an SEC investigation or proceeding without notifying the Company; or (4) receiving a monetary award as set forth in Section 21F of the Securities Exchange Act of 1934. Further, Executive is hereby notified, in accordance with the Defend Trade Secrets Act of 2016, 18 U.S.C. § 1833(b), that (i) an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state or local government official, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; (ii) an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (iii) an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding if the individual files any document containing the trade secret under seal and does not disclose the trade secret except pursuant to court order.

SECTION 5.08. Assignment of Inventions; Further Assurances. All rights to discoveries, inventions, improvements and innovations (including all data and records pertaining thereto) related to the business of the Combined Company or its current or former affiliates, whether or not patentable, copyrightable, registrable as a trademark, or reduced to writing, that Executive may discover, invent or originate during the term of Executive's service to the Combined Company or its affiliates (whether before, on or after the Closing Date), either alone or with others and whether or not during working hours or by the use of the facilities of the Combined Company ("Inventions"), shall be the exclusive property of the Combined Company or its designee.

Executive shall promptly disclose all Inventions to the Combined Company. Executive shall take all requested actions and execute all requested documents to assist the Combined Company, or its designee, at the Combined Company's expense, in every way to secure the Combined Company's or its designee's above rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, and to pursue any patents or registrations with respect thereto. This covenant shall survive the termination of this Agreement. If the Combined Company or its designee is unable for any other reason to secure Executive's signature on any document for this purpose, then Executive hereby irrevocably designates and appoints the Combined Company or its designee and their duly authorized officers and agents, as the case may be, as Executive's agent and attorney-in-fact, to act for and in Executive's behalf and stead to execute any documents and to do all other lawfully permitted acts in connection with the foregoing.

SECTION 5.09. Records. All memoranda, books, records, documents, papers, plans, information, letters and other data relating to Confidential Information or the business and customer accounts of the Combined Company, whether prepared by Executive or otherwise, coming into Executive's possession shall be and remain the exclusive property of the Combined Company and Executive shall not, during the term of Executive's employment with the Combined Company or thereafter, directly or indirectly assert any interest or property rights therein. Upon termination of employment with the Combined Company for any reason, (a) Executive will immediately return to the Combined Company all such memoranda, books, records, documents, papers, plans, information, letters and other data, and all copies thereof or therefrom, and Executive will not retain, or cause or permit to be retained, any copies or other embodiments of the materials so returned and (b) Executive shall delete all documents, materials, and information (and copies thereof) of the Combined Company from all Executive's personal electronic devices (e.g., laptop, iPad, telephone, thumb drives, etc.). Executive further agrees that he will not retain or use for Executive's account at any time any trade names, trademark or other proprietary business designation used or owned in connection with the business of the Combined Company.

SECTION 5.10. Non-Disparagement. Executive has not prior to the Closing Date, whether in writing or orally, criticized or disparaged the Combined Company, nor shall Executive during the period commencing on the Closing Date and terminating five years after the date of Executive's termination of employment with the Combined Company for any reason (the "Non-Disparagement Period"), unless in the context of litigation between the Combined Company and Executive or under penalty of perjury or otherwise permitted pursuant to Section 5.07, whether in writing or orally, criticize or disparage the Combined Company or any of its respective current or former affiliates, directors, officers, employees, members, partners, agents or representatives. The Combined Company shall instruct the Company Parties (as defined below) not to, whether in writing or orally, criticize or disparage Executive during the Non-Disparagement Period, unless in the context of litigation between the Combined Company and Executive or under penalty of perjury. For purposes of this Agreement, the

term the “Company Parties” shall mean the executive officers and designated spokespersons of the Combined Company, acting in their capacity as representatives of the Combined Company.

SECTION 5.11. Specific Performance. Executive agrees that any breach by Executive of any of the provisions of this Article V shall cause irreparable harm to the Combined Company that could not be made whole by monetary damages and that, in the event of such a breach, Executive shall waive the defense in any action for specific performance that a remedy at law would be adequate, and the Combined Company shall be entitled to specifically enforce the terms and provisions of this Article V without the necessity of proving actual damages or posting any bond or providing prior notice, in addition to any other remedy to which the Combined Company may be entitled at law or in equity.

SECTION 5.12. Notification of Subsequent Employer. Prior to accepting employment with any other person or entity during any period during which Executive remains subject to any of the covenants set forth in Section 5.03 or Section 5.04, Executive shall provide such prospective employer with written notice of such provisions of this Agreement.

ARTICLE VI

Miscellaneous

SECTION 6.01. Assignment. This Agreement shall not be assignable by Executive. The parties agree that any attempt by Executive to delegate Executive’s duties hereunder shall be null and void. This Agreement may be assigned by the Combined Company to a person or entity that is an affiliate or a successor in interest to substantially all the business operations of the Combined Company. Upon such assignment, the rights and obligations of the Combined Company hereunder shall become the rights and obligations of such affiliate or successor person or entity. As used in this Agreement, the term the “Combined Company” shall mean the Combined Company as hereinbefore defined in the recital to this Agreement and any permitted assignee to which this Agreement is assigned.

SECTION 6.02. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Combined Company and the personal or legal representatives, executors, administrators, successors, distributees, devisees and legatees of Executive. Executive acknowledges and agrees that all Executive’s covenants and obligations to the Combined Company, as well as the rights of the Combined Company under this Agreement, shall run in favor of and will be enforceable by the Combined Company, its subsidiaries and its successors and permitted assigns.

SECTION 6.03. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the transactions contemplated

hereby and subject matter hereof and supersedes and replaces any and all prior agreements, understandings, statements, representations and warranties, written or oral, express or implied and/or whenever and howsoever made, directly or indirectly relating to the subject matter hereof. Notwithstanding the above, Executive's covenants set forth in Article V shall operate independently of, and shall be in addition to, any similar covenants to which Executive is subject pursuant to any other agreement with the Combined Company or any of the Combined Company's affiliates.

SECTION 6.04. Amendment. Except as provided in Section 6.13(d) hereof, this Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto.

SECTION 6.05. Notice. All documents, notices, requests, demands and other communications that are required or permitted to be delivered or given under this Agreement shall be in writing and shall be deemed to have been duly delivered or given when received.

If to the Combined Company:	Amentum Holdings, Inc. 4800 Westfields Boulevard Suite #400 Chantilly, Virginia 20151 Attention: Stuart Young stuart.young@amentum.com
with copies to:	Cravath, Swaine & Moore LLP Two Manhattan West 375 Ninth Avenue New York, NY 10001 Attention: David J. Perkins, Esq. Matthew J. Bobby, Esq. Telephone: (212) 474-1000 Facsimile: (212) 474-3700 E-mail: dperkins@cravath.com mbobby@cravath.com

If to Executive:
Address last on file with the Combined Company

SECTION 6.06. Governing Law and Jurisdiction. (a) This Agreement and any disputes arising under or related hereto (whether for breach of contract, tortious conduct or otherwise) shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, without reference to its conflicts of law principles. Each party irrevocably agrees that any legal action, suit or proceeding against them arising out of or in connection with this Agreement or the transactions contemplated by this Agreement or disputes relating hereto (whether for breach of contract, tortious conduct or otherwise) shall be brought exclusively in the United States District Court for the Eastern District of Virginia, or, if such court does not have subject matter jurisdiction, the state

courts of Virginia located in Fairfax County and hereby irrevocably accepts and submits to the exclusive jurisdiction and venue of the aforesaid courts in personam, with respect to any such action, suit or proceeding.

(b) Each party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party (i) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other parties hereto have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 6.06(b).

(c) In the event of any dispute or legal action arising under this Agreement, each party shall be responsible for bearing its own expenses, attorneys' fees and other costs during the pendency of such dispute or legal action, except that in the event of a legal action in which one party prevails on all or substantially all of the matters subject to the dispute, the prevailing party shall be entitled to reimbursement from the other party for all expenses, attorneys' fees and other costs incurred in connection with such legal action.

SECTION 6.07. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable in any jurisdiction, then such provision, covenant or condition shall, as to such jurisdiction, be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or, if such provision cannot be modified or restricted, then such provision shall, as to such jurisdiction, be deemed to be excised from this Agreement and any such invalidity, illegality or unenforceability with respect to such provision shall not invalidate or render unenforceable such provision in any other jurisdiction, and the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 6.08. Survival. The rights and obligations of the Combined Company and Executive under the provisions of this Agreement, including Articles V and VI, shall survive and remain binding and enforceable, notwithstanding any termination of Executive's employment with the Combined Company or a termination of this Agreement, in each case to the extent necessary to preserve the intended benefits of such provisions.

SECTION 6.09. Cooperation. Executive shall provide Executive's reasonable cooperation to the Combined Company in connection with any suit, action or proceeding (or any appeal therefrom) that relates to events occurring during Executive's employment with the Combined Company or any of its affiliates other than a suit between Executive, on the one hand, and the Combined Company, on the other hand; provided that the Combined Company shall reimburse Executive at a reasonable rate for

his time (if Executive is no longer employed by the Combined Company) and for expenses reasonably incurred in connection with such cooperation.

SECTION 6.10. No Waiver. The provisions of this Agreement may be waived only in writing signed by the party or parties entitled to the benefit thereof. A waiver or any breach or failure to enforce any provision of this Agreement shall not in any way affect, limit or waive a party's rights hereunder at any time to enforce strict compliance thereafter with every provision of this Agreement.

SECTION 6.11. Set Off. The Combined Company's obligation to pay Executive the amounts provided and to make the arrangements provided hereunder shall be subject to set off, counterclaim or recoupment of amounts owed by Executive to the Combined Company or its affiliates, except as provided in Section 6.13.

SECTION 6.12. Withholding Taxes. The Combined Company may withhold from any amounts payable under this Agreement such Federal, state, local and foreign taxes as may be required to be withheld pursuant to any applicable law or regulation.

SECTION 6.13. Section 409A. (a) It is intended that the provisions of this Agreement comply with Section 409A of the Code ("Section 409A") or an exemption thereunder, and all provisions of this Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A.

(b) Neither Executive nor any of his creditors or beneficiaries shall have the right to subject any deferred compensation (within the meaning of Section 409A) payable under this Agreement or under any other plan, policy, arrangement or agreement of or with the Combined Company or any of its affiliates (this Agreement and such other plans, policies, arrangements and agreements, the "Company Plans") to any anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment or garnishment. Except as permitted under Section 409A, any deferred compensation (within the meaning of Section 409A) payable to Executive or for Executive's benefit under any Company Plan may not be reduced by, or offset against, any amount owing by Executive to the Combined Company or any of its affiliates.

(c) Severance benefits under this Agreement are intended to be exempt from Section 409A under the "short-term deferral" exception, to the maximum extent applicable, and then under the "separation pay" exception, to the maximum extent applicable. If, at the time of Executive's separation from service (within the meaning of Section 409A), (i) Executive shall be a specified employee (within the meaning of Section 409A and using the identification methodology selected by the Combined Company from time to time) and (ii) the Combined Company shall make a good faith determination that an amount payable under a Company Plan constitutes deferred compensation (within the meaning of Section 409A) the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Section 409A in order to

avoid taxes or penalties under Section 409A, then the Combined Company (or its affiliate, as applicable) shall not pay such amount on the otherwise scheduled payment date but shall instead accumulate such amount and pay it on the first business day after such six-month period.

(d) Notwithstanding any provision of this Agreement or any other Company Plan to the contrary, in light of the uncertainty with respect to the proper application of Section 409A, the Combined Company reserves the right to make amendments to any Company Plan as the Combined Company deems necessary or desirable to avoid the imposition of taxes or penalties under Section 409A. In any case, Executive is solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on Executive or for Executive's account in connection with any Company Plan (including any taxes and penalties under Section 409A), and neither the Combined Company nor any affiliate shall have any obligation to indemnify or otherwise hold Executive harmless from any or all of such taxes or penalties.

(e) For purposes of Section 409A, each payment hereunder will be deemed to be a separate payment as permitted under Treasury Regulation Section 1.409A-2(b)(2)(iii). Notwithstanding anything herein to the contrary, to the extent required by Section 409A, Executive shall not be entitled to any payments or benefits payable hereunder as a result of Executive's termination of employment with the Combined Company that constitute "deferred compensation" under Section 409A unless such termination of employment qualifies as a "separation from service" within the meaning of Section 409A (and any related regulations or other pronouncements thereunder).

(f) Except as specifically permitted by Section 409A, any benefits and reimbursements provided to Executive under this Agreement during any calendar year shall not affect any benefits and reimbursements to be provided to Executive under this Agreement in any other calendar year, and the right to such benefits and reimbursements cannot be liquidated or exchanged for any other benefit. Furthermore, reimbursement payments shall be made to Executive as soon as practicable following the date that the applicable expense is incurred, but in no event later than the last day of the calendar year following the calendar year in which the underlying expense is incurred.

SECTION 6.14. Section 280G. Notwithstanding any other agreement between the Combined Company and Executive, in the event that any payment or benefits provided to Executive (whether made or provided pursuant to this Agreement or otherwise) constitute "parachute payments" within the meaning of Section 280G of the Code ("Parachute Payments") and would be subject to the tax (the "Excise Tax") imposed by Section 4999 of the Code, then Executive shall be entitled to receive either (i) the full amount of the Parachute Payments, or (ii) the maximum amount that may be provided to Executive without resulting in any portion of such Parachute Payments being subject to such Excise Tax, whichever of clauses (i) and (ii), after taking into account applicable Federal, state, and local taxes and the Excise Tax, results in the receipt by the

Executive, on an after-tax basis, of the greatest portion of the Parachute Payments. Any reduction of the Parachute Payments pursuant to the foregoing shall occur in the following order: (a) any cash payment under any retention bonus agreement or similar agreement, (b) any cash severance payable by reference to Executive's Base Salary and Annual Bonus; (c) any other cash amount payable to Executive; (d) any benefit valued as a Parachute Payment; and (e) acceleration of vesting of any equity award. Such reduction shall be first applied to payments and benefits in each of the foregoing categories in reverse order beginning with the payments or benefits that are to be paid the furthest in time from the date of such determination. Any determination required under this Section 6.14 shall be made in writing by a nationally recognized public accounting firm designated by public accountants of the Combined Company, whose determination shall be conclusive and binding for all purposes upon the Combined Company and Executive. For purposes of making any calculation required by this Section 6.14, such accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good-faith interpretations concerning the application of Sections 280G and 4999 of the Code.

SECTION 6.15. Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile or PDF), each of which shall be deemed to be an original instrument and all of which together shall constitute a single instrument. If any signature is delivered by facsimile transmission or by PDF, such signature shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or PDF signature were an original thereof.

SECTION 6.16. Construction. The headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. As used in this Agreement, words such as "herein," "hereinafter," "hereby" and "hereunder," and the words of like import refer to this Agreement, unless the context requires otherwise. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation". As used in Article V and VI, the terms the "Combined Company" and the "Company" include the Combined Company or the Company, respectively, and each of their subsidiaries and affiliates and their predecessors, successors and assigns.

[Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

AMENTUM HOLDINGS, INC.

by /s/ Stuart Young

Name: Stuart Young

Title: Chief Legal Officer

STEVE ARNETTE

 /s/ Steve Arnette

