

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM S-1  
REGISTRATION STATEMENT

UNDER  
*THE SECURITIES ACT OF 1933*

**AMENTUM HOLDINGS, INC.**

(Exact Name of Registrant as Specified in Its Charter)

**Delaware** **541330** **99-0622272**  
(State or Other Jurisdiction of Incorporation or Organization) (Primary Standard Industrial Classification Code Number) (I.R.S. Employer Identification Number)

**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)

**Michele St. Mary**  
**Chief Legal Officer and General Counsel**  
**Amentum Holdings, Inc.**  
**4800 Westfields Blvd., Suite #400**  
**Chantilly, Virginia 20151**  
**(703) 579-0410**

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**Approximate date of commencement of proposed sale to the public:** From time to time after this registration statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act, check the following box: ☒

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

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

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

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided to Section 7(a)(2)(B) of the Securities Act. ☐

**The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.**

The information in this prospectus supplement is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus supplement and the accompanying prospectus are not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

Subject to Completion  
Preliminary Prospectus Supplement dated March 10, 2025

PROSPECTUS SUPPLEMENT  
(To Prospectus dated , 2025)

19,464,174 shares



Amentum Holdings, Inc.  
Common Stock

This prospectus supplement relates to the offer and sale of 19,464,174 shares of our common stock, par value \$0.01 per share (the “common stock”). All of these shares of our common stock are currently held by Jacobs Engineering Group, Inc. (“JEG”), a wholly-owned subsidiary of Jacobs Solutions Inc. (“Jacobs”). We are registering such shares under the terms of the Registration Rights Agreement by and between us and Jacobs, dated September 27, 2024 (the “Registration Rights Agreement”). We will not receive any of the proceeds from the sale of shares of our common stock under this prospectus supplement.

In connection with the sale of shares of our common stock pursuant to this prospectus supplement, JEG will exchange 19,464,174 shares of our common stock for certain indebtedness of JEG held by Bank of America, N.A. (the “Lender”), an affiliate of the selling shareholder identified in this prospectus supplement, pursuant to an exchange agreement expected to be entered into following the date of this prospectus supplement. We refer to this exchange between JEG and the Lender as the “debt-for-equity exchange,” and we refer to the Lender, in its role in the debt-for-equity exchange, as the “debt-for-equity exchange party”. The affiliate of the debt-for-equity exchange party, BofA Securities, Inc., as the selling shareholder in this offering, will then offer those shares of our common stock acquired pursuant to such debt-for-equity exchange in this offering for cash pursuant to this prospectus supplement and the accompanying prospectus. If consummated, the debt-for-equity exchange will occur on the settlement date of this offering, immediately prior to, and its consummation is a condition to, the settlement of the selling shareholder’s sale of the shares to the underwriters. As a result, the consummation of the debt-for-equity exchange is also a condition to the settlement of the underwriters’ sale of the shares to prospective investors. As a result of causing JEG to exchange the shares of our common stock with the Lender, as an affiliate of the selling shareholder, prior to the settlement of this offering, Jacobs may also be deemed to be a selling shareholder in this offering solely for U.S. federal securities law purposes. See “Selling Shareholder” and “Underwriting (Conflicts of Interest).”

Our common stock is listed on the New York Stock Exchange (the “NYSE”) under the symbol “AMTM”. On March 7, 2025, the last sale price of shares as reported on the NYSE was \$19.99 per share.

In reviewing this prospectus supplement, you should carefully consider the matters described under the caption “[Risk Factors](#)” beginning on page 5 of the accompanying prospectus, as well as the risk factors and other information contained in our Annual Report on Form 10-K for the year ended September 27, 2024 (our “2024 Form 10-K”) and our Quarterly Report on Form 10-Q for the quarter ended December 27, 2024 (our “First Quarter 2025 Form 10-Q”), which are incorporated by reference into this prospectus supplement.

	Per Share	Total
Public offering price	\$	\$
Underwriting discount	\$	\$
Proceeds, before expenses, to the selling shareholder	\$	\$

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus supplement or the accompanying prospectus. Any representation to the contrary is a criminal offense.

The shares will be ready for delivery on or about , 2025.

Joint Book Running Managers

BofA Securities

J.P. Morgan

Morgan Stanley

BNP PARIBAS

TD Cowen

The date of this prospectus supplement is , 2025.

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## **ABOUT THIS PROSPECTUS SUPPLEMENT**

This document consists of two parts. The first part is this prospectus supplement, which describes the specific terms of this offering. The second part is the accompanying prospectus, which describes more general information, some of which may not apply to this offering. If the description of the offering varies between this prospectus supplement or any applicable free writing prospectus prepared by or on behalf of us that we have referred you to and the accompanying prospectus, you should rely on the information in this prospectus supplement or applicable free writing prospectus.

We are responsible for the information incorporated by reference or contained in this prospectus supplement, the accompanying prospectus and any free writing prospectus prepared by or on behalf of us that we have referred you to. Neither we nor the selling shareholder has authorized anyone to provide you with additional information or information different from that contained in this prospectus supplement, the accompanying prospectus or any applicable free writing prospectus and we take no responsibility for any other information that others may give you. The selling shareholder is offering to sell, and seeking offers to buy, shares of our common stock only in jurisdictions where offers and sales are permitted. The information contained in or incorporated by reference into this prospectus supplement and the accompanying prospectus is accurate only as of the date of this prospectus supplement, or the date of such document incorporated by reference, regardless of the time of delivery of this prospectus supplement or of any sale of shares of our common stock. Our business, operating results or financial condition may have changed since such date.

This prospectus supplement is part of a registration statement we filed with the Securities and Exchange Commission (the “SEC”) using a “shelf” registration process. Under this shelf registration process, the selling shareholder may, from time to time, offer and sell, in one or more offerings, shares of our common stock. Additionally, under the shelf process, in certain circumstances, we may provide an additional prospectus supplement that will contain certain specific information about the terms of a particular offering by the selling shareholder. We may also provide an additional prospectus supplement to add information to, or update or change information contained in this prospectus supplement and the accompanying prospectus. You should read this prospectus supplement, the accompanying prospectus, the information incorporated by reference into this prospectus and any applicable free writing prospectus prepared by or on behalf of us that we have referred to you, as well as the registration statement and any post-effective amendments to the registration statement of which this prospectus supplement forms a part, before you make any investment decision. You may obtain this information without charge by following the instructions under “Where You Can Find More Information” appearing elsewhere in this prospectus supplement.

The rules of the SEC allow us to incorporate information by reference into this prospectus supplement. This information incorporated by reference is considered to be part of this prospectus supplement. See “Incorporation by Reference.” You should read both this prospectus supplement and the accompanying prospectus together with additional information described under the heading “Where You Can Find More Information.”

Unless otherwise mentioned or unless the context requires otherwise, throughout this prospectus supplement, the words “Amentum” “we,” “us,” “our” or the “Company” refer to Amentum Holdings, Inc., and the term “securities” refers to shares of our common stock.

## **TRADEMARKS, TRADENAMES AND SERVICE MARKS**

We own or have rights to various trademarks, trade names and service marks that we use in connection with the operation of our business. Solely for convenience, trademarks, trade names and service marks referred to in this prospectus supplement, the accompanying prospectus or the documents incorporated by reference into this prospectus supplement may appear without the “®”, “™” or “SM” symbols, but such references or the absence of such references do not constitute a waiver of any rights that might be associated with the respective trademarks, trade names and service marks included or referred to in this prospectus supplement, the accompanying prospectus or the documents incorporated by reference into this prospectus supplement. This prospectus supplement, the accompanying prospectus or the documents incorporated by reference into this prospectus supplement may also contain additional trademarks, trade names and service marks belonging to other parties. We do not intend our use or display of these other parties’ trademarks, trade names or service marks to imply, and such use or display should not be construed to imply, a relationship with, or endorsement or sponsorship of us by, such other parties.

## **INDUSTRY AND MARKET DATA**

Unless indicated otherwise, the information concerning the industries in which we participate contained in this prospectus supplement or the accompanying prospectus is based on our general knowledge of and expectations concerning the industry. Our market position, market share and the industry market size are based on estimates using internal data and estimates, data from various industry analyses, internal research and adjustments and assumptions that are believed to be reasonable. Data regarding industry, size and our market position and market share within such industry provide general guidance but are inherently imprecise. While we believe such information is reliable, we have not independently verified any third-party information, and our internal company research and estimates have not been verified by any independent source. Further, these estimates and assumptions involve risks and uncertainties and are subject to change based on various factors, including those discussed in the “Risk Factors” section of the accompanying prospectus and in “Item 1A. Risk Factors” of our 2024 Form 10-K, filed with the SEC on December 17, 2024, and our First Quarter 2025 Form 10-Q, filed with the SEC on February 5, 2025, which are incorporated by reference into this prospectus supplement. These and other factors could cause results to differ materially from those expressed in the estimates and assumptions.

## INFORMATION RELATING TO FORWARD-LOOKING STATEMENTS

Certain information included or incorporated by reference in this prospectus supplement or the accompanying prospectus, and other written or oral statements that we make from time to time, may not address historical facts and, therefore, could be interpreted to be “forward-looking statements” as that term is defined in the Private Securities Litigation Reform Act of 1995 and other federal securities laws. All statements other than statements of historical fact are forward-looking statements, including: any projections of financial performance; any statements of plans, strategies and objectives of management for future operations; any statement concerning developments, performance or industry rankings relating to products or services; any statements regarding future economic conditions or performance; any statements of assumptions underlying any of the foregoing; and any other statements that address activities, events or developments that Amentum intends, expects, projects, believes or anticipates will or may occur in the future. Forward-looking statements may be characterized by terminology such as “believe,” “anticipate,” “expect,” “should,” “intend,” “plan,” “will,” “estimates,” “projects,” “strategy” and similar expressions. These statements are based on assumptions and assessments made by Amentum’s management in light of its experience and its perception of historical trends, current conditions, expected future developments and other factors it believes to be appropriate. These forward-looking statements are subject to a number of risks and uncertainties that include but are not limited to the factors set forth under the sections entitled “Risk Factors” in the accompanying prospectus and “Item 1A. Risk Factors” of our 2024 Form 10-K and our First Quarter 2025 Form 10-Q.

Any such forward-looking statements are not guarantees of future performance, and actual results, developments and business decisions may differ materially from those envisaged by such forward-looking statements. The forward-looking statements included herein speak only as of the date they were made. Amentum disclaims any duty to update such forward-looking statements, all of which are expressly qualified by the foregoing.

## PROSPECTUS SUPPLEMENT SUMMARY

*This summary contains basic information about us and this offering. Because it is a summary, it does not contain all of the information that you should consider before investing. Before you decide to invest in our common stock, you should carefully read this entire prospectus supplement, the accompanying prospectus and the documents incorporated by reference herein, including the sections entitled “Risk Factors” and “Information Relating to Forward-Looking Statements” in this prospectus supplement and the accompanying prospectus, any free writing prospectus prepared by or on behalf of us that we have referred to you, the sections entitled “Item 1A. Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our 2024 Form 10-K and our First Quarter 2025 Form 10-Q, which are incorporated by reference herein, and the financial statements incorporated by reference herein.*

### Company Overview

Amentum is a global advanced engineering and technology solutions provider to a broad base of U.S. and allied government agencies, supporting programs of critical national importance across energy and environmental, intelligence, space, defense, civilian and commercial end-markets. We offer a broad reach of capabilities including intelligence and counter threat solutions, data fusion and analytics, engineering and integration, environmental solutions, advanced test, training and readiness, and citizen solutions. As a leading provider of differentiated technology solutions, we have built a repertoire of deep customer knowledge, enabling us to engage our customers across multiple capabilities and markets.

Our history as a trusted partner to the U.S. federal government and our advanced engineering and technology expertise enable us to lead and support our customers’ most complex programs. Our broad capabilities support technology-driven, full mission lifecycle solutions that align with modernization priorities for a wide array of customers. We believe our scale and breadth of capabilities position us well in the marketplace as our customers’ requirements increasingly necessitate a full lifecycle partner equipped with next-generation engineering solutions to solve their most complex challenges.

Our workforce of more than 53,000 continues to be rooted in a strong purpose-driven culture. Our mission-oriented and highly skilled personnel enable us to serve a diverse range of requirements for our customers. In the U.S., these customers include the Department of Energy (“DOE”), the Intelligence Community (consisting of the National Intelligence Program and the Military Intelligence Program), the Department of Defense (“DOD”), the National Aeronautics and Space Administration (“NASA”), and the Department of Homeland Security (“DHS”) as well as other government and certain commercial customers. We are also well-positioned internationally with employees across approximately 80 countries, supporting international customers and contracts in regions with growing mission demand, such as Europe and the Indo-Pacific, and with key allied government agencies, including the U.K. Ministry of Defence, the U.K. Nuclear Decommissioning Authority and the Australian Department of Defence. We support these customers by providing solutions to pressing challenges, from energy transition and environmental solutions to cybersecurity and digital modernization.

Our solutions—backed by a robust network of engineers, cleared employees and technical subject matter experts—continue to be critical to our customers’ priorities. These priorities include addressing global environmental challenges and supporting energy transition, creating digital decision advantages, advancing research and development initiatives, and enhancing space superiority. Examples of our solutions addressing these priorities include development of new advanced energy technologies for the DOE and international customers, threat recognition and analytics for the Intelligence Community, engineering advanced systems for the DOD, research and development solutions for the DHS, and science, engineering, and technology development for NASA. Across our customer set, our solutions span all aspects of the government acquisition lifecycle, including development, engineering, integration, and operations.

As a result of the completion of the spin-off of the Jacobs Critical Mission Solutions business and portions of the Jacobs Divergent Solutions business and merger with the legacy Amentum business in a Reverse Morris Trust transaction (including the related refinancing, the “RMT Transaction”), we have a compelling industry platform of scale with excellent revenue visibility supported by \$45.0 billion of backlog as of September 27, 2024 and attractive



growth opportunities. Our scale is an asset that positions us as a turn-key solutions provider capable of pursuing our customers' largest and most complex contracts. The ability to pursue these contracts, while maintaining a large base of revenue in backlog, supports our agile business development engine. We believe our scale, efficiency and diversity enables Amentum to generate substantial free cash flow while driving growth.

### **Business Strategy**

We are active in market sectors that are large and fragmented, providing significant opportunities for continued business growth. We leverage our history of executing complex engineering and technology solutions for our largest customers to win new contracts with a business strategy that includes the following elements:

- **Win and successfully execute the largest, most complex programs for the government** across the energy and environmental, intelligence, space, defense, civilian and commercial end-markets. The scale and diversity of our solutions, capabilities, geographies, workforce and contract vehicles are central to our strategy and position us for outsized growth with our customers. The contracts we hold allow us to strategically partner with our customers on innovative engineering and technology solutions creating a competitive advantage for us and provides the opportunity for on-contract growth. We believe the U.S. federal government is increasingly looking to large, diversified providers for comprehensive solutions, for which Amentum offers a breadth and depth of proven expertise that is unique in the government services industry.
- **Increase our penetration with existing, well-funded customers**, where our current long-term contracts, backlog, and relationships provide a stable base for on-contract growth and expanded new opportunities. For example, Amentum has the opportunity to leverage a diverse set of digital modernization and cyber capabilities with longstanding government relationships to grow more broadly in the federal information technology market. We have successfully implemented this strategy with takeaway wins against longtime incumbents on Missile Defense Agency, the United States Space Force, and NASA programs. Our scale and capability set also provides broad access to major government Indefinite Delivery/Indefinite Quantity contract vehicles providing us with access to opportunities for on-contract growth.
- **Expand into high-growth and adjacent markets** by leveraging technologies and innovation backed by our highly skilled workforce, mission expertise, and ecosystem of trusted partners. Some of these high growth areas include hypersonics, autonomous systems, sustainable energy, and artificial intelligence/machine learning. We believe our extensive RDT&E capabilities and our customers' increasing focus on efficiency will enable us to compete effectively. Our ability to replicate modernization efforts across new end markets and various stages of the government acquisition lifecycle will expand our addressable market and enable growth in excess of our customers' underlying budgets.
- **Utilize core competencies** to drive revenue synergies generated from our enhanced capabilities, relationships, and past performance credentials. These core competencies position us to bid and win opportunities, and our increased scale and competitive cost structure drive operational efficiencies, without compromising the quality of our solutions. Examples of areas where we combine past performance qualifications with longstanding customer relationships include intelligence analytics, C5ISR engineering & integration, and digital modernization. Our comprehensive offerings support the U.S. and its allies in maintaining a competitive advantage, utilizing innovative solutions to remain well ahead of the technology curve.
- **Apply our business development engine** to continue winning the largest and most complex programs. We complement our strong base of contracts with a proven business development engine that allows us to successfully bid and win new awards. We tailor each proposal to the needs of our customers, including providing the customer on-contract access to additional solutions as needed. We invest in and maintain a high level of collaboration between our operations and business development teams, which helps us retain our long-term contracts and ensure that we are integrating technological advances into our business development process.

- **Strategic capital allocation** through our asset-light business model and disciplined capital allocation policy will prioritize reducing debt in the near-term and delivering long-term value to stakeholders. We regularly evaluate our capital structure and the composition of our business and may from time to time make investments or dispose of certain assets or businesses that we determine are no longer aligned with our strategic growth plans. As previously disclosed by the Company, a near-term priority of the Company following the closing of the RMT Transaction is deleveraging, and we expect any cash proceeds from dispositions in the near-term would be applied in whole or in part to reduce our outstanding indebtedness.

### **The RMT Transaction**

On September 27, 2024, Amentum became a public company through the consummation of the spin-off of the Jacobs Critical Mission Solutions business and portions of the Jacobs Divergent Solutions business (together referred to as the “CMS Business”) and merger with the legacy Amentum business in the RMT Transaction. Prior to the spin-off, the CMS Business reorganized under a newly formed company named Amazon Holdco Inc. (“SpinCo”) and distributed a \$911 million cash dividend payment to Jacobs, who then distributed, prior to the merger, approximately 80.95% of the outstanding shares of SpinCo common stock to Jacobs’ shareholders on a pro rata basis. In connection with the completion of the RMT Transaction, SpinCo was renamed Amentum Holdings, Inc. On September 30, 2024, Amentum began trading on the New York Stock Exchange under the ticker symbol “AMTM.”

### **The Underwriting and Debt-for-Equity Exchange**

In connection with the sale of shares of our common stock pursuant to this prospectus supplement, JEG will exchange 19,464,174 shares of our common stock for certain indebtedness of JEG held by the Lender pursuant to an exchange agreement expected to be entered into following the date of this prospectus supplement. The affiliate of the debt-for-equity exchange party, as the selling shareholder in this offering, will then offer those shares of our common stock acquired pursuant to such debt-for-equity exchange in this offering for cash pursuant to this prospectus supplement and the accompanying prospectus. If consummated, the debt-for-equity exchange will occur on the settlement date of this offering, immediately prior to, and its consummation is a condition to, the settlement of the selling shareholder’s sale of the shares to the underwriters. As a result, the consummation of the debt-for-equity exchange is also a condition to the settlement of the underwriters’ sale of the shares to prospective investors. As a result of causing JEG to exchange the shares of our common stock with the Lender, as an affiliate of the selling shareholder, prior to the settlement of this offering, Jacobs may also be deemed to be a selling shareholder in this offering solely for U.S. federal securities law purposes. See “Selling Shareholder” and “Underwriting (Conflicts of Interest).”

The indebtedness of JEG exchanged by the debt-for-equity exchange party will consist of certain term loans borrowed by JEG. The amount of indebtedness of JEG held by the debt-for-equity exchange party is expected to be sufficient to acquire all of the shares of our common stock to be sold by the selling shareholder in this offering. Upon completion of the debt-for-equity exchange, the indebtedness of JEG exchanged in such debt-for-equity exchange will be retired. We do not guarantee or have any other obligations in respect of such indebtedness.

Upon (and assuming) completion of the debt-for-equity exchange, it is expected that Jacobs will beneficially own no shares of our common stock (excluding any additional shares of our common stock that Jacobs may receive pursuant to any post-closing adjustment to the merger consideration after the date hereof).

## THE OFFERING

### **Common Stock Offered by the Selling Shareholder**

19,464,174 shares of our common stock.

### **Common Stock held by Jacobs Immediately After the Debt-for-Equity Exchange**

None (excluding any additional shares of our common stock that Jacobs may receive pursuant to any post-closing adjustment to the merger consideration after the date hereof).

### **Use of Proceeds**

All shares of our common stock sold pursuant to this prospectus will be offered and sold by the selling shareholder. We will not receive any proceeds from such sale. Prior to the settlement of this offering, the Lender, as an affiliate of the selling shareholder, is expected to acquire the common stock being sold in this offering from JEG in exchange for certain outstanding indebtedness of JEG owned by the Lender at such time. Upon the completion of the debt-for-equity exchange, such indebtedness exchanged in such debt-for-equity exchange would be retired. See “Underwriting (Conflicts of Interest),” “Selling Shareholder” and “Use of Proceeds.”

### **Underwriters**

BofA Securities, Inc., J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC, BNP Paribas Securities Corp. and TD Securities (USA) LLC.

### **Selling Shareholder**

BofA Securities, Inc.

In connection with the sale of shares of our common stock pursuant to this prospectus supplement, JEG will exchange 19,464,174 shares of our common stock for certain indebtedness of JEG held by the Lender pursuant to an exchange agreement expected to be entered into following the date of this prospectus supplement. The affiliate of the debt-for-equity exchange party, as the selling shareholder in this offering, will then offer those shares of our common stock acquired pursuant to such debt-for-equity exchange in this offering for cash pursuant to this prospectus supplement and the accompanying prospectus. If consummated, the debt-for-equity exchange will occur on the settlement date of this offering, immediately prior to, and its consummation is a condition to, the settlement of the selling shareholder’s sale of the shares to the underwriters. As a result, the consummation of the debt-for-equity exchange is also a condition to the settlement of the underwriters’ sale of the shares to prospective investors. As a result of causing JEG to exchange the shares of our common stock with the Lender, as an affiliate of the selling shareholder, prior to the settlement of this offering, Jacobs may also be deemed to be a selling shareholder in this offering solely for U.S. federal securities law purposes. See “Selling Shareholder.”

**Conflicts of Interest**

BofA Securities, Inc. will receive all of the net proceeds of this offering. As such, BofA Securities, Inc. (in its capacity as underwriter) is deemed to have a “conflict of interest” within the meaning of FINRA Rule 5121. Accordingly, this offering will be conducted in compliance with the requirements of Rule 5121. The appointment of a “qualified independent underwriter” is not required in connection with this offering as a “bona fide public market,” as defined in Rule 5121, exists for our common stock. In accordance with Rule 5121, BofA Securities, Inc. will not confirm any sales to any account over which it exercises discretionary authority without the specific written approval of the transaction from the account holder. See “Underwriting (Conflicts of Interest).”

**Risk Factors**

For a discussion of risks and uncertainties involved with an investment in our common stock, see “[Risk Factors](#)” beginning on page 5 of the accompanying prospectus, as well as the risk factors and other information contained in our 2024 Form 10-K and our First Quarter 2025 10-Q, which are incorporated by reference into this prospectus supplement.

**Listing**

Our common stock is listed on the NYSE under the symbol “AMTM.”

Unless we indicate otherwise, all information in this prospectus supplement is based on 243,303,999 shares of our common stock outstanding, which includes 9,732,087 shares of our common stock in escrow pending release in connection with post-closing adjustments to the merger consideration, as of February 27, 2025, and excludes (i) 18,341,084 shares of common stock reserved for issuance under our 2024 Stock Incentive Plan and (ii) 2,644,588 shares of common stock available for purchase under our Employee Stock Purchase Plan.

## SUMMARY HISTORICAL FINANCIAL DATA OF AMENTUM

The summary historical consolidated statement of operations data of Amentum for the three months ended December 27, 2024 and December 29, 2023 and the fiscal years ended September 27, 2024, September 29, 2023 and September 30, 2022, the summary historical consolidated statement of cash flows for the three months ended December 27, 2024 and December 29, 2023 and the fiscal years ended September 27, 2024, September 29, 2023 and September 30, 2022 and the summary historical consolidated balance sheet data as of December 27, 2024, September 27, 2024 and September 29, 2023 set forth below have been derived from the audited consolidated financial statements and the unaudited condensed consolidated financial statements of Amentum that are incorporated by reference into this prospectus supplement. Amentum believes these condensed combined financial statements include all normal recurring adjustments necessary to fairly present the results of the interim periods. Amentum Parent Holdings LLC is the accounting acquirer of the CMS Business for accounting purposes in accordance with accounting principles generally accepted in the United States of America (“GAAP”). Amentum Parent Holdings LLC is considered the Company’s predecessor and the historical financial statements of Amentum Parent Holdings LLC prior to September 27, 2024 are reflected in this prospectus supplement and in our 2024 Form 10-K and our First Quarter 2025 10-Q, which are incorporated by reference into this prospectus supplement, as the Company’s historical financial statements. Accordingly, the financial results of the Company prior to September 27, 2024 do not include the financial results of the CMS Business and current and future results will not be comparable to historical results. In addition, the summary historical consolidated financial data of Amentum for periods prior to the closing of the RMT Transaction does not necessarily reflect what the results of operations and financial position of Amentum would have been if the RMT Transaction had been completed as of the periods presented and the combined business had been operated as a publicly traded company during such periods. In addition, the summary historical consolidated financial data of Amentum does not reflect changes that we expect Amentum to experience in the future as a result of the RMT Transaction, including changes in the financing, operations, cost structure and personnel needs of Amentum. Accordingly, these historical results should not be relied upon as indicators of future performance. The summary historical consolidated financial data of Amentum should be read in conjunction with the section of each of our 2024 Form 10-K and First Quarter 2025 Form 10-Q entitled “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” and the section entitled “Certain Relationships and Related Person Transactions” incorporated by reference from our 2025 proxy statement into our 2024 Form 10-K, as well as our audited condensed consolidated financial statements and the corresponding notes thereto, our unaudited condensed consolidated financial statements and corresponding notes thereto and the audited combined financial statements and unaudited condensed combined financial statements of the Critical Missions Solutions and Cyber & Intelligence Businesses of Jacobs and related notes thereto, in each case incorporated by reference in this prospectus supplement.

(in thousands)	<b>December 27, 2024</b>	<b>December 29, 2023</b>
	<i>(Unaudited)</i>	<i>(Unaudited)</i>
<b>Results of Operations:</b>		
Revenues	\$ 3,416	\$ 1,983
Cost of revenues	(3,055)	(1,789)
Selling, general, and administrative expenses	(130)	(67)
Amortization of intangibles	(120)	(56)
Equity earnings of non-consolidated subsidiaries	21	15
Operating income (loss)	132	86
Interest expense and other, net	(87)	(111)
Income (loss) before income taxes	45	(25)
Provision for income taxes	(24)	(14)
Net income (loss)	21	(39)
Net income attributable to noncontrolling interests	(9)	(2)
Net income (loss) attributable to common shareholders	\$ 12	\$ (41)
<b>Cash Flow Data:</b>		
Net cash provided by (used in) operating activities	110	(83)
Net cash (used in) investing activities	(8)	(3)
Net cash (used in) financing activities	(16)	(14)

	For the Fiscal Years Ended		
	September 27, 2024	September 29, 2023	September 30, 2022
(in thousands)			
<b>Results of Operations:</b>			
Revenues	\$ 8,388	\$ 7,865	\$ 7,676
Cost of revenues	(7,590)	(7,083)	(6,905)
Selling, general, and administrative expenses	(353)	(297)	(308)
Amortization of intangibles	(228)	(298)	(272)
Equity earnings of non-consolidated subsidiaries	74	56	38
Goodwill impairment charges	—	(186)	(108)
Operating income	291	57	121
Interest expense and other, net	(438)	(397)	(153)
Loss on extinguishment of debt	(45)	—	(32)
Gain on acquisition of controlling interest	69	—	—
(Loss) income before income taxes	(123)	(340)	(64)
Benefit (provision) for income taxes	40	19	14
Net (loss)	(83)	(321)	(78)
Net (loss) income attributable to non-controlling interests	1	7	(6)
Net (loss) income attributable to common shareholders	\$ (82)	\$ (314)	\$ (84)
<b>Cash Flow Data:</b>			
Net cash provided by operating activities	\$ 47	\$ 67	\$ 126
Net cash provided by (used in) investing activities	475	(17)	(1,787)
Net cash (used in) provided by financing activities	(382)	(112)	(1,724)

	As of		
	December 27, 2024	September 27, 2024	September 29, 2023
(in thousands)			
<b>Balance Sheet Data:</b>			
Cash and cash equivalents	\$ 522	\$ 452	\$ 305
Goodwill	5,588	5,556	2,891
Total assets	11,919	11,974	6,413
Long-term debt, including current portion	4,680	4,679	4,112
Total liabilities	7,356	7,422	5,997
Total equity	4,563	4,552	416

## SUMMARY UNAUDITED PRO FORMA FINANCIAL INFORMATION

The following table presents certain summary unaudited pro forma financial information, which has been derived from our unaudited pro forma condensed combined statement of operations and notes thereto for the year ended September 27, 2024, incorporated by reference herein from our Current Report on Form 8-K filed with the SEC on March 7, 2025. The summary unaudited pro forma financial information gives effect to the RMT Transaction as if it occurred as of September 30, 2023.

The summary unaudited pro forma financial information has been prepared reflecting the acquisition method of accounting. Amentum Parent Holdings LLC is the accounting acquirer of the CMS Business for accounting purposes in accordance with GAAP. Under the acquisition method of accounting, the assets of SpinCo that were acquired and liabilities of SpinCo that were assumed were recorded at fair value at the acquisition date. As of the date of the unaudited pro forma condensed combined statement of operations for the year ended September 27, 2024, Amentum has used currently available information to determine the preliminary fair value estimates of such assets acquired and liabilities assumed. As a result of the foregoing and the continued analysis that Amentum will complete through the end of the 12-month measurement period in connection with the application of ASC 805 (the “Measurement Period”), the transaction accounting adjustments are preliminary and subject to change as additional information becomes available and additional analysis is performed.

The summary unaudited pro forma financial information is for informational purposes only and does not purport to represent what Amentum’s financial position and results of operations actually would have been had the RMT Transaction occurred on the dates indicated, or to project Amentum’s financial performance for any future period. The pro forma adjustments contained in the unaudited pro forma condensed combined statement of operations incorporated by reference herein are based on the information currently available, and the assumptions and estimates underlying the pro forma adjustments are described in the accompanying notes to the unaudited pro forma condensed combined statement of operations. Actual results are subject to change based on any adjustments made during the Measurement Period, which is expected to be completed no later than 12 months following the closing of the RMT Transaction.

The summary unaudited pro forma financial information does not give effect to the potential impact of current financial conditions, or any anticipated costs of operating as a standalone company, dis-synergies, revenue enhancements, cost savings or operational efficiencies that may result from the RMT Transaction. No assurances of the timing or the amount of any cost synergies able to be captured, or the costs necessary to achieve those cost synergies, can be provided.

The unaudited pro forma financial information shown below should be read in conjunction with our unaudited pro forma condensed combined statement of operations of Amentum and notes thereto for the year ended September 27, 2024, incorporated by reference herein, as well as the section of each of our 2024 Form 10-K and the First Quarter 2025 Form 10-Q entitled “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” and the section entitled “Certain Relationships and Related Person Transactions” incorporated by reference from our 2025 proxy statement into our 2024 Form 10-K, as well as our audited condensed consolidated financial statements and the corresponding notes thereto, our unaudited condensed consolidated financial statements and corresponding notes thereto and the audited combined financial statements and unaudited condensed combined financial statements of the Critical Missions Solutions and Cyber & Intelligence Businesses of Jacobs and related notes thereto, in each case incorporated by reference into this prospectus supplement. For factors that could cause actual results to differ materially from those presented in the unaudited pro forma condensed combined financial information, see “Information Relating to Forward-Looking Statements” herein and “Risk Factors” in the accompanying prospectus and in our 2024 Form 10-K and First Quarter 2025 Form 10-Q.



	Pro Forma for RMT Transaction
	Year ended September 27, 2024
<i>(\$ in millions)</i>	
Revenues	\$ 13,858
Cost of revenues	(12,410)
Selling, general and administrative expenses	(608)
Amortization of intangibles	(522)
Equity earnings of non-consolidated subsidiaries	104
Goodwill impairment charges	—
Operating income	422
Interest expense and other, net	(345)
Loss on extinguishment of debt	(45)
Gain on acquisition of controlling interest	69
Profit before income taxes	101
(Provision) for income taxes	(31)
Net income	70
Net income attributable to non-controlling interests	1
Net income attributable to common shareholders	71

## **RISK FACTORS**

You should carefully consider the risks described in the section entitled “Risk Factors” beginning on page [5](#) of the accompanying prospectus, as well as the risks described in “Item 1A. Risk Factors” in our 2024 Form 10-K and First Quarter 2025 Form 10-Q filed with the SEC and incorporated by reference into this prospectus supplement, and other information in this prospectus supplement and the accompanying prospectus, including the financial statements incorporated by reference herein and any applicable free writing prospectus prepared by or on behalf of us that we have referred to you, in evaluating Amentum and our common stock. See “Where You Can Find Additional Information” below.

## USE OF PROCEEDS

All shares of our common stock sold pursuant to this prospectus will be offered and sold by the selling shareholder. We will not receive any proceeds from such sale.

BofA Securities, Inc. will receive all of the net proceeds of this offering. As such, BofA Securities, Inc. (in its capacity as underwriter) is deemed to have a “conflict of interest” within the meaning of FINRA Rule 5121. Accordingly, this offering will be conducted in compliance with the requirements of Rule 5121. The appointment of a “qualified independent underwriter” is not required in connection with this offering as a “bona fide public market,” as defined in Rule 5121, exists for our common stock. In accordance with Rule 5121, BofA Securities, Inc. will not confirm any sales to any account over which it exercises discretionary authority without the specific written approval of the transaction from the account holder. See “Underwriting (Conflicts of Interest).”

## SELLING SHAREHOLDER

The following table provides information with respect to the beneficial ownership of our common stock, as of February 27, 2025, by Jacobs, which might be deemed to be a selling shareholder in this offering, solely for U.S. federal securities law purposes, as a result of the debt-for-equity exchange (if consummated) with the Lender, as an affiliate of the selling shareholder. As of February 27, 2025, 243,303,999 shares of our common stock are issued and outstanding, including 9,732,087 shares of our common stock in escrow pending release in connection with post-closing adjustments to the merger consideration, but excluding (i) 18,341,084 shares of common stock reserved for issuance under our 2024 Stock Incentive Plan and (ii) 2,644,588 shares of common stock available for purchase under our Employee Stock Purchase Plan. The percentage set forth in the table below is based on this share count.

The selling shareholder, BofA Securities, Inc., is offering all of the shares of common stock being sold in this offering. All of the shares of our common stock being registered under this prospectus supplement and the accompanying prospectus are currently beneficially owned by Jacobs. Jacobs has, to our knowledge, sole investment power with respect to 19,464,174 shares of our common stock as of the date of this prospectus supplement (including 1,216,511 shares of our common stock released from escrow to Jacobs pursuant to a post-closing adjustment to the merger consideration, but excluding the remaining 9,732,087 additional merger consideration shares, which remain held in escrow as of the date of this prospectus supplement). Pursuant to the Registration Rights Agreement, Jacobs granted us, and caused each other direct or indirect subsidiary of Jacobs (including JEG) to the extent such subsidiary holds shares of our common stock retained in connection with the RMT Transaction to grant us, a proxy to vote the shares of our common stock owned by Jacobs and its subsidiaries in proportion to the votes cast by our other shareholders. As a result, Jacobs and its subsidiaries do not exercise voting power over any of the shares of our common stock that they beneficially own.

In connection with the sale of shares of our common stock pursuant to this prospectus supplement, JEG will exchange 19,464,174 shares of our common stock for certain indebtedness of JEG held by the Lender pursuant to a debt-for equity exchange agreement expected to be entered into following the date of this prospectus supplement. The affiliate of the debt-for-equity exchange party, as the selling shareholder in this offering, will then offer those shares of our common stock acquired pursuant to such debt-for-equity exchange in this offering for cash pursuant to this prospectus supplement and the accompanying prospectus. If consummated, the debt-for-equity exchange will occur on the settlement date of this offering, immediately prior to, and its consummation is a condition to, the settlement of the selling shareholder's sale of the shares to the underwriters. As a result, the consummation of the debt-for-equity exchange is also a condition to the settlement of the underwriters' sale of the shares to prospective investors. As a result of causing JEG to exchange the shares of our common stock with the Lender, as an affiliate of the selling shareholder, prior to the settlement of this offering, Jacobs may also be deemed to be a selling shareholder in this offering solely for U.S. federal securities law purposes.

The information concerning the beneficial ownership of shares of common stock by Jacobs, as of February 27, 2025 included in this prospectus supplement has been obtained from Jacobs and excludes additional shares of our common stock that may be received pursuant to any post-closing adjustment to the merger consideration.

After giving effect to the expected debt-for-equity exchange, BofA Securities, Inc., as the Lender's designee for the receipt of shares it will receive in the debt-for-equity exchange, would hold approximately 8.0% of our common stock, all of which shares would have been acquired from JEG in the debt-for-equity exchange and all of which shares are offered to be sold by the selling shareholder in this offering. See "Underwriting (Conflicts of Interest)."

Name of Beneficial Owner	Number of Shares of Common Stock Beneficially Owned Prior to the Offering		Number of Shares of Our Common Stock Beneficially Owned After The Offering	
	Number of Shares	Percentage of our Common Stock Outstanding	Number of Shares	Percentage of our Common Stock Outstanding
Jacobs Solutions Inc.	19,464,174	8.0 %	0	0 %

The address of Jacobs is 1999 Bryan Street, Suite 3500, Dallas, Texas 75201. For information regarding certain material relationships between Jacobs and the Company, see “Certain Relationships and Related Person Transactions” incorporated by reference from our proxy statement into our 2024 Form 10-K incorporated by reference into this prospectus and the information in Note 4, “Acquisitions” in the notes to the combined audited financial statements in our 2024 Form 10-K, incorporated by reference into this prospectus.

## UNDERWRITING (CONFLICTS OF INTEREST)

BofA Securities, Inc. is acting as representative of each of the underwriters named below. Subject to the terms and conditions set forth in an underwriting agreement among us, JEG, the selling shareholder and the underwriters, the selling shareholder has agreed to sell to the underwriters, and each of the underwriters has agreed, severally and not jointly, to purchase from the selling shareholder, the number of shares of common stock set forth opposite its name below.

Underwriter	Number of Shares
BofA Securities, Inc.	
J.P. Morgan Securities LLC	
Morgan Stanley & Co. LLC	
BNP Paribas Securities Corp.	
TD Securities (USA) LLC	
Total	19,464,174

Subject to the terms and conditions set forth in the underwriting agreement, the underwriters have agreed, severally and not jointly, to purchase all of the shares sold under the underwriting agreement if any of these shares of common stock are purchased. If an underwriter defaults, the underwriting agreement provides that the purchase commitments of the non-defaulting underwriters may be increased or the underwriting agreement may be terminated.

We, JEG and the selling shareholder have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act, or to contribute to payments the underwriters may be required to make in respect of those liabilities.

The underwriters are offering the shares of common stock, subject to prior sale, when, as and if issued to and accepted by them, subject to approval of legal matters by their counsel, including the validity of the shares, and other conditions contained in the underwriting agreement, such as the receipt by the underwriters of officer's certificates and legal opinions. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part.

### Discounts

The representative has advised us and the selling shareholder that the underwriters propose initially to offer the shares to the public at the public offering price set forth on the cover page of this prospectus supplement and to dealers at that price less a concession not in excess of \$        per share. After the offering, the public offering price, concession or any other term of the offering may be changed.

The following table shows the public offering price, underwriting discount and proceeds before expenses to the selling shareholder.

	Per Share
Public offering price	\$
Underwriting discount	\$
Proceeds, before expenses, to the selling shareholder	\$

The expenses of the Company and Jacobs for the offering, not including the underwriting discount, are estimated at approximately \$2.15 million and are payable by us.

### No Sales of Similar Securities

We, Jacobs, our executive officers and directors have agreed not to sell or transfer any common stock or securities convertible into, exchangeable for, exercisable for, or repayable with common stock, for 90 days after the

date of this prospectus supplement without first obtaining the written consent of BofA Securities, Inc. Specifically, we and these other persons have agreed, with certain limited exceptions, not to directly or indirectly:

- offer, pledge, sell or contract to sell any common stock,
- sell any option or contract to purchase any common stock,
- purchase any option or contract to sell any common stock,
- grant any option, right or warrant for the sale of any common stock,
- lend or otherwise transfer or dispose of any common stock,
- exercise any right with respect to the registration of any common stock, request or demand that we file or make a confidential submission of a registration statement related to the common stock, or
- enter into any hedging, swap, loan or other or other agreement or transaction (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward or any other derivative transaction or instrument, however described or defined) that transfers, in whole or in part, the economic consequence of ownership of any common stock whether any such hedging, swap, loan or transaction is to be settled by delivery of shares or other securities, in cash or otherwise.

This lock-up provision applies to common stock and to securities convertible into or exchangeable or exercisable for or repayable with common stock. It also applies to common stock owned now or acquired later by the person executing the agreement or for which the person executing the agreement later acquires the power of disposition. Notwithstanding the foregoing, Jacobs and JEG may freely transfer common stock without the prior written consent of the representative in connection with any pro rata distribution of common stock by JEG or Jacobs to shareholders of Jacobs.

#### **New York Stock Exchange Listing**

The shares are listed on the New York Stock Exchange under the symbol “AMTM.”

#### **Price Stabilization, Short Positions**

Until the distribution of the shares is completed, SEC rules may limit underwriters and selling group members from bidding for and purchasing our common stock. However, the representative may engage in transactions that stabilize the price of the common stock, such as bids or purchases to peg, fix or maintain that price.

In connection with the offering, the underwriters may purchase and sell our common stock in the open market. These transactions may include short sales, purchases on the open market to cover positions created by short sales and stabilizing transactions. Short sales involve the sale by the underwriters of a greater number of shares than they are required to purchase in the offering. Stabilizing transactions consist of various bids for or purchases of shares of common stock made by the underwriters in the open market prior to the completion of the offering.

Similar to other purchase transactions, the underwriters’ purchases to cover the syndicate short sales may have the effect of raising or maintaining the market price of our common stock or preventing or retarding a decline in the market price of our common stock. As a result, the price of our common stock may be higher than the price that might otherwise exist in the open market. The underwriters may conduct these transactions on the NYSE, in the over-the-counter market or otherwise.

Neither we nor any of the underwriters make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of our common stock. In addition, neither we nor any of the underwriters make any representation that the underwriters will engage in these transactions or that these transactions, once commenced, will not be discontinued without notice.

## **Electronic Distribution**

In connection with the offering, certain of the underwriters or securities dealers may distribute prospectuses by electronic means, such as e-mail.

## **Conflicts of Interest**

BofA Securities, Inc., as selling shareholder in this offering, will receive all of the net proceeds of this offering. As such, BofA Securities, Inc. (in its capacity as underwriter) is deemed to have a “conflict of interest” within the meaning of FINRA Rule 5121. Accordingly, this offering will be conducted in compliance with the requirements of Rule 5121. The appointment of a “qualified independent underwriter” is not required in connection with this offering as a “bona fide public market,” as defined in Rule 5121, exists for our common stock. In accordance with Rule 5121, BofA Securities, Inc. will not confirm any sales to any account over which it exercises discretionary authority without the specific written approval of the transaction from the account holder. See “Use of Proceeds.”

## **Other Relationships**

Some of the underwriters and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with us or our affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions. For example, certain of the underwriters and/or their respective affiliates are lenders under our credit agreement and Jacobs’ credit agreement.

In addition, in the ordinary course of their business activities, the underwriters and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of ours, Jacobs or respective affiliates. The underwriters and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

## **The Debt-for-Equity Exchange**

JEG and the Lender expect to enter into an exchange agreement prior to the settlement of this offering. Under the exchange agreement, JEG expects to exchange the shares of common stock to be sold in this offering for certain indebtedness of JEG held by the Lender. The selling shareholder will then sell those shares to the underwriters for cash. Upon (and assuming) completion of the debt-for-equity exchange, the JEG indebtedness exchanged in such debt-for-equity exchange will be retired. If consummated, the debt-for-equity exchange would occur on the settlement date of this offering, immediately prior to the settlement of the selling shareholder’s sale of the shares to the underwriters. The consummation of the debt-for-equity exchange is a condition to the settlement of the selling shareholder’s sale of the shares to the underwriters. As a result, the consummation of the debt-for-equity exchange is also a condition to the settlement of the underwriters’ sale of the shares to prospective investors.

The indebtedness of JEG expected to be exchanged by the debt-for-equity exchange party would consist of indebtedness outstanding under an existing term loan agreement. It is expected that this amount of indebtedness will be sufficient to acquire all of the shares of our common stock to be sold by the selling stockholder in this offering. We do not guarantee or have any other obligations in respect of such indebtedness.

The pricing with respect to the debt-for-equity exchange will (i) be negotiated at arm’s length, (ii) involve a fixed amount and (iii) not contain any variable component. The selling shareholder will acquire and sell the shares of common stock as principal for its own account, rather than on JEG’s behalf. Under the exchange agreement described above, the selling shareholder, as the Lender’s designee, will become the owner of our shares of common stock delivered to it pursuant to the debt-for-equity exchange on the settlement date of this offering and the JEG indebtedness exchanged in such debt-for-equity exchange will be retired. The selling shareholder will receive all the net proceeds from the sale of the shares in this offering. Neither we nor JEG will receive any proceeds from the offering.



Under U.S. federal securities laws, the selling shareholder will be deemed to be an underwriter with respect to any shares of common stock that it acquires pursuant to the debt-for-equity exchange, if consummated, and sells in this offering; however, references to the underwriters in this prospectus supplement refer only to the underwriters listed in the first paragraph of this “Underwriting (Conflicts of Interest)” section and acting in their capacity as underwriters. Jacobs may be deemed to be a selling shareholder solely for U.S. federal securities law purposes with respect to any shares of common stock that the Lender acquires from JEG pursuant to the debt-for-equity exchange and such shares are sold in this offering.

## **Selling Restrictions**

### ***Notice to Prospective Investors in the European Economic Area***

In relation to each Member State of the European Economic Area (each a “Relevant State”), no shares have been offered or will be offered pursuant to the offering to the public in that Relevant State prior to the publication of a prospectus in relation to the shares which has been approved by the competent authority in that Relevant State or, where appropriate, approved in another Relevant State and notified to the competent authority in that Relevant State, all in accordance with the Prospectus Regulation), except that offers of shares may be made to the public in that Relevant State at any time under the following exemptions under the Prospectus Regulation:

- a. to any legal entity which is a qualified investor as defined under the Prospectus Regulation;
- b. to fewer than 150 natural or legal persons (other than qualified investors as defined under the Prospectus Regulation), subject to obtaining the prior consent of the underwriters for any such offer; or
- c. in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of shares shall require the Issuer or any Manager to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

In the case of any shares being offered to a financial intermediary as that term is used in Article 5(1) of the Prospectus Regulation, each such financial intermediary will be deemed to have represented, acknowledged and agreed that the shares acquired by it in the offer have not been acquired on a non-discretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer to the public other than their offer or resale in a Relevant State to qualified investors, in circumstances in which the prior consent of the underwriters has been obtained to each such proposed offer or resale.

The Company, the underwriters and their affiliates will rely upon the truth and accuracy of the foregoing representations, acknowledgements and agreements.

For the purposes of this provision, the expression an “offer to the public” in relation to any shares in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and any shares to be offered so as to enable an investor to decide to purchase or subscribe for any shares, and the expression “Prospectus Regulation” means Regulation (EU) 2017/1129.

The above selling restriction is in addition to any other selling restrictions set out below.

### ***Notice to Prospective Investors in the United Kingdom***

In relation to the United Kingdom (“UK”), no shares of common stock have been offered or will be offered pursuant to the offering to the public in the UK prior to the publication of a prospectus in relation to the shares of common stock which has been approved by the Financial Conduct Authority in the UK in accordance with the UK Prospectus Regulation and the FSMA, except that offers of shares of common stock may be made to the public in the UK at any time under the following exemptions under the UK Prospectus Regulation and the FSMA:

- a. to any legal entity which is a qualified investor as defined under the UK Prospectus Regulation;

- b. to fewer than 150 natural or legal persons (other than qualified investors as defined under the UK Prospectus Regulation), subject to obtaining the prior consent of the underwriters for any such offer; or
- c. at any time in other circumstances falling within section 86 of the FSMA,

provided that no such offer of shares of common stock shall require the Issuer or any Manager to publish a prospectus pursuant to Section 85 of the FSMA or Article 3 of the UK Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

Each person in the UK who initially acquires any shares of common stock or to whom any offer is made will be deemed to have represented, acknowledged and agreed to and with the Company and the Managers that it is a qualified investor within the meaning of the UK Prospectus Regulation.

In the case of any shares of common stock being offered to a financial intermediary as that term is used in Article 5(1) of the UK Prospectus Regulation, each such financial intermediary will be deemed to have represented, acknowledged and agreed that the shares of common stock acquired by it in the offer have not been acquired on a non-discretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer to the public other than their offer or resale in the UK to qualified investors, in circumstances in which the prior consent of the underwriters has been obtained to each such proposed offer or resale.

The Company, the underwriters and their affiliates will rely upon the truth and accuracy of the foregoing representations, acknowledgements and agreements.

For the purposes of this provision, the expression an “offer to the public” in relation to any shares of common stock in the UK means the communication in any form and by any means of sufficient information on the terms of the offer and any shares of common stock to be offered so as to enable an investor to decide to purchase or subscribe for any shares of common stock, the expression “UK Prospectus Regulation” means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018, and the expression “FSMA” means the Financial Services and Markets Act 2000.

This document is for distribution only to persons who (i) have professional experience in matters relating to investments and who qualify as investment professionals within the meaning of Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the “Financial Promotion Order”), (ii) are persons falling within Article 49(2)(a) to (d) (“high net worth companies, unincorporated associations etc.”) of the Financial Promotion Order, (iii) are outside the United Kingdom, or (iv) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000, as amended (“FSMA”)) in connection with the issue or sale of any securities may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as “relevant persons”). This document is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this document relates is available only to relevant persons and will be engaged in only with relevant persons.

#### ***Notice to Prospective Investors in Switzerland***

The shares of common stock may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange (“SIX”) or on any other stock exchange or regulated trading facility in Switzerland. This document has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this document nor any other offering or marketing material relating to the shares of common stock or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this document nor any other offering or marketing material relating to the offering, the Company, the shares of common stock have been or will be filed with or approved by any Swiss regulatory authority. In particular, this document will not be filed with, and the offer of shares of common stock will not be supervised by, the Swiss

Financial Market Supervisory Authority FINMA (FINMA), and the offer of shares of common stock has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes (“CISA”). The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of shares of common stock.

***Notice to Prospective Investors in the Dubai International Financial Centre***

This prospectus supplement relates to an Exempt Offer in accordance with the Offered Securities Rules of the Dubai Financial Services Authority (“DFSA”). This prospectus supplement is intended for distribution only to persons of a type specified in the Offered Securities Rules of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this prospectus supplement nor taken steps to verify the information set forth herein and has no responsibility for the prospectus supplement. The shares of common stock to which this prospectus supplement relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the shares of common stock offered should conduct their own due diligence on the shares of common stock. If you do not understand the contents of this prospectus supplement you should consult an authorized financial advisor.

***Notice to Prospective Investors in Australia***

No placement document, prospectus, product disclosure statement or other disclosure document has been lodged with the Australian Securities and Investments Commission (“ASIC”), in relation to the offering. This prospectus supplement does not constitute a prospectus, product disclosure statement or other disclosure document under the Corporations Act 2001 (the “Corporations Act”), and does not purport to include the information required for a prospectus, product disclosure statement or other disclosure document under the Corporations Act.

Any offer in Australia of the shares of common stock may only be made to persons (the “Exempt Investors”) who are “sophisticated investors” (within the meaning of section 708(8) of the Corporations Act), “professional investors” (within the meaning of section 708(11) of the Corporations Act) or otherwise pursuant to one or more exemptions contained in section 708 of the Corporations Act so that it is lawful to offer the shares of common stock without disclosure to investors under Chapter 6D of the Corporations Act.

The shares of common stock applied for by Exempt Investors in Australia must not be offered for sale in Australia in the period of 12 months after the date of allotment under the offering, except in circumstances where disclosure to investors under Chapter 6D of the Corporations Act would not be required pursuant to an exemption under section 708 of the Corporations Act or otherwise or where the offer is pursuant to a disclosure document which complies with Chapter 6D of the Corporations Act. Any person acquiring shares of common stock must observe such Australian on-sale restrictions.

This prospectus supplement contains general information only and does not take account of the investment objectives, financial situation or particular needs of any particular person. It does not contain any securities recommendations or financial product advice. Before making an investment decision, investors need to consider whether the information in this prospectus supplement is appropriate to their needs, objectives and circumstances, and, if necessary, seek expert advice on those matters.

***Notice to Prospective Investors in Hong Kong***

The shares of common stock have not been offered or sold and will not be offered or sold in Hong Kong, by means of any document, other than (a) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or (b) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance. No advertisement, invitation or document relating to the shares of common stock has been or may be issued or has been or may be in the possession of any person for the purposes of issue, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to the shares of common stock which are or are intended to be disposed

of only to persons outside Hong Kong or only to “professional investors” as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

***Notice to Prospective Investors in Japan***

The shares of common stock have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) and, accordingly, will not be offered or sold, directly or indirectly, in Japan, or for the benefit of any Japanese Person or to others for re-offering or resale, directly or indirectly, in Japan or to any Japanese Person, except in compliance with all applicable laws, regulations and ministerial guidelines promulgated by relevant Japanese governmental or regulatory authorities in effect at the relevant time. For the purposes of this paragraph, “Japanese Person” shall mean any person resident in Japan, including any corporation or other entity organized under the laws of Japan.

***Notice to Prospective Investors in Singapore***

This prospectus supplement has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, the shares of common stock were not offered or sold or caused to be made the subject of an invitation for subscription or purchase and will not be offered or sold or caused to be made the subject of an invitation for subscription or purchase, and this prospectus supplement or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares of common stock, has not been circulated or distributed, nor will it be circulated or distributed, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the “SFA”)) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the shares of common stock are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the shares of common stock pursuant to an offer made under Section 275 of the SFA except:

- (a) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (b) where no consideration is or will be given for the transfer;
- (c) where the transfer is by operation of law; or
- (d) as specified in Section 276(7) of the SFA.

***Notice to Prospective Investors in Canada***

The shares of common stock may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 *Prospectus Exemptions* or subsection 73.3(1) of the *Securities Act* (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any resale of the shares of

common stock must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus supplement (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 (or, in the case of securities issued or guaranteed by the government of a non-Canadian jurisdiction, section 3A.4) of National Instrument 33-105 *Underwriting Conflicts* (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

#### ***Notice to Prospective Investors in Ireland***

This prospectus supplement and accompanying prospectus have not been prepared in accordance with and is not a "prospectus" for the purposes of the Prospectus Regulation and has not been reviewed or approved by the Central Bank of Ireland or any other competent authority for the purposes of the Prospectus Regulation and is referred to as a "prospectus" because this is the terminology used for such an offer document in the U.S. No action may be taken with respect to the common stock in Ireland otherwise than in conformity with the provisions of (1) the European Union (Markets in Financial Instruments) Regulations 2017, including, without limitation, Regulations 5 thereof or any codes of conduct issued in connection therewith, Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments, Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No. 648/2012 and all implementing measures, delegated acts and guidance in respect thereof and the provisions of the Investor Compensation Act 1998, (2) the Companies Act 2014, the Central Bank Acts 1942 to 2018 and any code of conduct rules made under Section 117(1) of the Central Bank Act 1989, (3) Prospectus Regulation (EU) 2017/1129, the European Union (Prospectus) Regulations 2019, the Central Bank (Investment Market Conduct) Rules 2019 and any rules or guidelines issued under section 1363 of the Companies Act 2014 by the Central Bank of Ireland and (4) Market Abuse Regulation (EU 596/2014), the European Union (Market Abuse) Regulations 2016 and any rules or guidelines issued under section 1370 of the Companies Act 2014 by the Central Bank of Ireland.

#### ***Notice to Prospective Investors in Israel***

In the State of Israel this prospectus supplement shall not be regarded as an offer to the public to purchase shares of common stock under the Israeli Securities Law, 5728—1968, which requires a prospectus to be published and authorized by the Israel Securities Authority, if it complies with certain provisions of Section 15 of the Israeli Securities Law, 5728-1968, including, inter alia, if: (i) the offer is made, distributed or directed to not more than 35 investors, subject to certain conditions ("Addressed Investors"); or (ii) the offer is made, distributed or directed to certain qualified investors defined in the First Addendum of the Israeli Securities Law, 5728—1968, subject to certain conditions ("Qualified Investors"). The Qualified Investors shall not be taken into account in the count of the Addressed Investors and may be offered to purchase securities in addition to the 35 Addressed Investors. The Company has not and will not take any action that would require it to publish a prospectus in accordance with and subject to the Israeli Securities Law, 5728—1968. We have not and will not distribute this prospectus supplement or make, distribute or direct an offer to subscribe for our shares of common stock to any person within the State of Israel, other than to Qualified Investors and up to 35 Addressed Investors. Qualified Investors may have to submit written evidence that they meet the definitions set out in of the First Addendum to the Israeli Securities Law, 5728—1968. In particular, we may request, as a condition to be offered shares of common stock, that Qualified Investors will each represent, warrant and certify to us and/or to anyone acting on our behalf: (i) that it is an investor falling within one of the categories listed in the First Addendum to the Israeli Securities Law, 5728—1968; (ii) which of the categories listed in the First Addendum to the Israeli Securities Law, 5728—1968 regarding Qualified Investors is applicable to it; (iii) that it will abide by all provisions set forth in the Israeli Securities Law, 5728—1968 and the regulations promulgated thereunder in connection with the offer to be issued shares of common stock; (iv) that the

shares of common stock that it will be issued are, subject to exemptions available under the Israeli Securities Law, 5728—1968: (a) for its own account; (b) for investment purposes only; and (c) not issued with a view to resale within the State of Israel, other than in accordance with the provisions of the Israeli Securities Law, 5728—1968; and (v) that it is willing to provide further evidence of its Qualified Investor status. Addressed Investors may have to submit written evidence in respect of their identity and may have to sign and submit a declaration containing, inter alia, the Addressed Investor's name, address and passport number or Israeli identification number.

#### **CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES TO NON-U.S. HOLDERS**

For a summary of certain U.S. federal income tax consequences to non-U.S. holders (as defined in the prospectus accompanying this prospectus supplement) of the ownership and disposition of shares of our common stock as of the date hereof, please refer to “Certain U.S. Federal Income Tax Consequences to Non-U.S. Holders” in the prospectus accompanying this prospectus supplement.

## **EXPERTS**

The consolidated financial statements of Amentum Holdings, Inc. appearing in Amentum Holdings, Inc.'s Annual Report (Form 10-K) for the year ended September 27, 2024 have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their report thereon, included therein, with certain information related to the change in reportable segments superseded by Amentum Holdings, Inc.'s Current Report (Form 8-K) dated March 7, 2025, which are incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

The combined balance sheets of the Critical Mission Solutions and the Cyber & Intelligence Businesses of Jacobs as of September 29, 2023 and September 30, 2022, and the related combined statements of operations, comprehensive income, equity and cash flows for each of the three fiscal years in the period ended September 29, 2023, including the related notes (collectively referred to as the "combined financial statements") incorporated by reference in this prospectus supplement and the registration statement, have been audited by Ernst & Young LLP, an independent registered public accounting firm, as set forth in their report thereon, included therein, and incorporated herein by reference. Such combined financial statements are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in auditing and accounting.

## **LEGAL MATTERS**

The validity of the shares of our common stock offered hereby will be passed upon for us by Cravath, Swaine & Moore LLP. Jacobs is being represented in connection with the offering by Sullivan & Cromwell LLP. Certain legal matters in connection with this offering will be passed upon for the underwriters by Milbank LLP.

## **WHERE YOU CAN FIND MORE INFORMATION**

We have filed a registration statement on Form S-1 with the SEC under the Securities Act. This prospectus supplement is part of the registration statement but the registration statement includes additional information and exhibits. We file annual, quarterly and current reports and other information with the SEC. The SEC maintains a website that contains reports, proxy and information statements and other information about issuers, such as us, who file electronically with the SEC. The address of that website is [www.sec.gov](http://www.sec.gov). Our SEC filings are also available to the public free of charge on the investor relations portion of our website located at <https://www.amentum.com>. Information on our website or the SEC's website is not incorporated by reference herein and is not otherwise intended to be part of this prospectus supplement, except as expressly described under "Incorporation by Reference."



## INCORPORATION BY REFERENCE

We “incorporate by reference” into this prospectus supplement certain information we have filed with the SEC. This means that we disclose important information by referring you to those documents. The information incorporated by reference is considered to be a part of this prospectus supplement. Unless specifically listed below, the information contained on the SEC website is not intended to be incorporated by reference in this prospectus supplement and you should not consider that information a part of this prospectus supplement. We incorporate by reference the documents listed below (other than any portions of such documents that are not deemed “filed” under the Exchange Act in accordance with the Exchange Act and applicable SEC rules):

- our Annual Report on [Form 10-K](#) for the fiscal year ended September 27, 2024, filed with the SEC on December 17, 2024;
- our Quarterly Report on [Form 10-Q](#) for the quarterly period ended December 27, 2024, filed with the SEC on February 5, 2025;
- the audited combined financial statements and unaudited condensed combined financial statements of the Critical Missions Solutions and Cyber & Intelligence Businesses of Jacobs and related notes thereto and reports thereon included in pages F-2 through F-51 of Exhibit 99.1 of [Amendment No. 4](#) to our effective Registration Statement on Form 10, filed with the SEC on September 13, 2024;
- the portions of our [Definitive Proxy Statement on Schedule 14A](#), filed with the SEC on January 21, 2025, that are incorporated by reference into our 2024 Annual Report on [Form 10-K](#) for the year ended September 27, 2024; and
- our Current Reports on Form 8-K filed with the SEC on [October 3, 2024 \(two filings\)](#), [November 13, 2024](#), [January 30, 2025](#) and [March 7, 2027 \(three filings\)](#) (other than, in each case, any portions of such documents that are not deemed “filed” under the Exchange Act in accordance with the Exchange Act and applicable SEC rules).

Any information contained in this prospectus supplement or in any document incorporated by reference in this prospectus supplement will be deemed to be modified or superseded to the extent that a statement contained in any free writing prospectus provided to you by us modifies or supersedes the original statement.

The reports and documents incorporated by reference into this prospectus supplement are available to the public free of charge on the investor relations portion of our website located at <https://www.amentum.com>. The information contained on our website is not intended to be incorporated by reference in this prospectus supplement and you should not consider that information a part of this prospectus supplement.

We also hereby undertake to provide without charge to each person, including any beneficial owner, to whom a copy of this prospectus supplement is delivered, upon written or oral request of any such person, a copy of any and all of the reports or documents that have been incorporated by reference in this prospectus supplement, other than exhibits to such documents, unless such exhibits have been specifically incorporated by reference thereto. Requests for such copies should be directed to our Investor Relations department, at the following address or telephone number:

Amentum Holdings, Inc.  
Attention: Investor Relations  
4800 Westfields Blvd., Suite #400  
Chantilly, Virginia 20151  
(703) 579-0410

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**19,464,174 Shares**

**AMENTUM HOLDINGS, INC.**

**Common Stock**



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**PROSPECTUS SUPPLEMENT**

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**BofA Securities**

**J.P. Morgan**

**Morgan Stanley**

**BNP PARIBAS**

**TD Cowen**

**, 2025**

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**The information in this prospectus is not complete and may be changed. The selling shareholder may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.**

**Subject to Completion, dated March 10, 2025**

**PROSPECTUS**



## **Amentum Holdings, Inc.**

### **Up to 19,464,174 Shares Common Stock**

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This prospectus relates to the offer and sale of up to 19,464,174 shares of our common stock, par value \$0.01 per share (the “common stock”). All of these shares of our common stock are currently held by Jacobs Engineering Group, Inc. (“JEG”), a wholly-owned subsidiary of Jacobs Solutions Inc. (“Jacobs”). We are registering such shares under the terms of the Registration Rights Agreement by and between us and Jacobs, dated September 27, 2024 (the “Registration Rights Agreement”). We will not receive any of the proceeds from the sale of shares of our common stock under this prospectus.

Jacobs or one or more of its subsidiaries will exchange shares of our common stock for certain indebtedness of JEG or certain of its subsidiaries held by a debt-for-equity exchange party (as defined herein), which debt-for-equity exchange party may offer for sale shares of our common stock acquired pursuant to such debt-for-equity exchange pursuant to this prospectus and the applicable prospectus supplement. Any offers and sales pursuant to this prospectus will involve such a debt-for-equity exchange, and any reference herein to the selling shareholder refers to the applicable debt-for-equity exchange party or parties. We will amend or supplement this prospectus to name such debt-for-equity exchange party or parties as a selling shareholder prior to any such offers and sales. Jacobs may also be deemed a selling shareholder in any such offering solely for U.S. federal securities laws purposes. See “Selling Shareholder” and “Plan of Distribution (Conflicts of Interests).”

If the shares of our common stock are sold by the selling shareholder through underwriters or broker-dealers, the selling shareholder (and not us) will be responsible for underwriting discounts or commissions or agent’s commissions. The shares of our common stock may be sold in one or more transactions at fixed prices, at prevailing market prices at the time of the sale, at varying prices determined at the time of sale, or at negotiated prices.

At the time the selling shareholder offers shares registered by this prospectus, we will amend or supplement this prospectus to include specific information about the terms of the offering to potentially add to or update the information in this prospectus. You should read this prospectus and any applicable prospectus supplement carefully before you invest.

The selling shareholder may offer the shares in amounts, at prices and on terms determined by market conditions at the time of the offering. The selling shareholder may sell shares through agents it selects or through underwriters and dealers it selects. The selling shareholder also may sell shares directly to investors. If the selling shareholder uses agents, underwriters or dealers to sell the shares, we will name them and describe their compensation in an amendment or supplement to this prospectus.

Our common stock is listed on the New York Stock Exchange (the “NYSE”) under the symbol “AMTM”. On March 7, 2025, the closing price of our common stock as reported on the NYSE was \$19.99 per share.

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**In reviewing this prospectus, you should carefully consider the matters described under the caption “[Risk Factors](#)” beginning on page [5](#) and any risk factors described in any accompanying prospectus supplement, as well as the risk factors and other information contained in our Annual Report on Form 10-K for the year ended September 27, 2024 (our “2024 Form 10-K”) and our Quarterly Report on Form 10-Q for the quarter ended December 27, 2024 (our “First Quarter 2025 Form 10-Q”), which are incorporated by reference into this prospectus.**

**Neither the U.S. Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.**

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**The date of this prospectus is                      , 2025.**

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## ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement we filed with the Securities and Exchange Commission (the “SEC”) using a “shelf” registration process. Under this shelf registration process, the selling shareholder may, from time to time, offer and sell, in one or more offerings, shares of our common stock.

At the time the selling shareholder offers shares of our common stock registered by this prospectus, if required, we will amend or supplement this prospectus to include specific information about the terms of the offering and to potentially add to or update the information in this prospectus or incorporated by reference in this prospectus. If the information in this prospectus is inconsistent with a prospectus supplement or any free writing prospectus prepared by or on behalf of us that we have referred to you, you should rely on the information in that prospectus supplement or free writing prospectus, as the case may be. You should read this prospectus, the information incorporated by reference into this prospectus, any applicable prospectus supplement and any applicable free writing prospectus prepared by or on behalf of us that we have referred to you, as well as the registration statement and any post-effective amendments to the registration statement of which this prospectus forms a part, before you make any investment decision.

The rules of the SEC allow us to incorporate information by reference into this prospectus. This information incorporated by reference is considered to be part of this prospectus. See “Incorporation by Reference.” You should read both this prospectus and any applicable prospectus supplement together with additional information described under the heading “Where You Can Find More Information.”

We are responsible for the information incorporated by reference or contained in this prospectus, any applicable prospectus supplement or in any free writing prospectus prepared by or on behalf of us that we have referred to you. Neither we nor the selling shareholder has authorized anyone to provide you with additional information or information different from that contained in this prospectus or in any free writing prospectus prepared by or on behalf of us that we have referred to you and we take no responsibility for any other information that others may give you. The selling shareholder is offering to sell, and seeking offers to buy, shares of our common stock only in jurisdictions where offers and sales are permitted. The information contained in or incorporated by reference into this prospectus is accurate only as of the date of this prospectus or the date of such document incorporated by reference, regardless of the time of delivery of this prospectus or of any sale of shares of our common stock. Our business, operating results or financial condition may have changed since such date.

Except as otherwise indicated or unless the context otherwise requires, in this prospectus, “Amentum,” “the Company,” “we,” “us” and “our” refer to Amentum Holdings, Inc., a Delaware corporation, and its subsidiaries.

## **TRADEMARKS, TRADENAMES AND SERVICE MARKS**

We own or have rights to various trademarks, trade names and service marks that we use in connection with the operation of our business. Solely for convenience, trademarks, trade names and service marks referred to in this prospectus or the documents incorporated by reference into this prospectus may appear without the “®”, “™” or “SM” symbols, but such references or the absence of such references do not constitute a waiver of any rights that might be associated with the respective trademarks, trade names and service marks included or referred to in this prospectus or the documents incorporated by reference into this prospectus. This prospectus or the documents incorporated by reference into this prospectus may also contain additional trademarks, trade names and service marks belonging to other parties. We do not intend our use or display of these other parties’ trademarks, trade names or service marks to imply, and such use or display should not be construed to imply, a relationship with, or endorsement or sponsorship of us by, such other parties.

## **INDUSTRY AND MARKET DATA**

Unless indicated otherwise, the information concerning the industries in which we participate contained in this prospectus is based on our general knowledge of and expectations concerning the industry. Our market position, market share and the industry market size are based on estimates using internal data and estimates, data from various industry analyses, internal research and adjustments and assumptions that are believed to be reasonable. Data regarding industry, size and our market position and market share within such industry provide general guidance but are inherently imprecise. While we believe such information is reliable, we have not independently verified any third-party information, and our internal company research and estimates have not been verified by any independent source. Further, these estimates and assumptions involve risks and uncertainties and are subject to change based on various factors, including those discussed in the “Risk Factors” section of this prospectus and in “Item 1A. Risk Factors” of our 2024 Form 10-K, filed with the SEC on December 17, 2024, and our First Quarter 2025 Form 10-Q, filed with the SEC on February 5, 2025, which are incorporated by reference into this prospectus. These and other factors could cause results to differ materially from those expressed in the estimates and assumptions.

## INFORMATION RELATING TO FORWARD-LOOKING STATEMENTS

Certain information included or incorporated by reference in this prospectus, any accompanying prospectus supplement, and other written or oral statements that we make from time to time may not address historical facts and, therefore, could be interpreted to be “forward-looking statements” as that term is defined in the Private Securities Litigation Reform Act of 1995 and other federal securities laws. All statements other than statements of historical fact are forward-looking statements, including: any projections of financial performance; any statements of plans, strategies and objectives of management for future operations; any statement concerning developments, performance or industry rankings relating to products or services; any statements regarding future economic conditions or performance; any statements of assumptions underlying any of the foregoing; and any other statements that address activities, events or developments that Amentum intends, expects, projects, believes or anticipates will or may occur in the future. Forward-looking statements may be characterized by terminology such as “believe,” “anticipate,” “expect,” “should,” “intend,” “plan,” “will,” “estimates,” “projects,” “strategy” and similar expressions. These statements are based on assumptions and assessments made by Amentum’s management in light of its experience and its perception of historical trends, current conditions, expected future developments and other factors it believes to be appropriate. These forward-looking statements are subject to a number of risks and uncertainties that include but are not limited to the factors set forth under the sections entitled “Risk Factors” in this prospectus and any accompanying prospectus supplement and “Item 1A. Risk Factors” of our 2024 Form 10-K and our First Quarter 2025 Form 10-Q.

Any such forward-looking statements are not guarantees of future performance, and actual results, developments and business decisions may differ materially from those envisaged by such forward-looking statements. The forward-looking statements included herein speak only as of the date they were made. Amentum disclaims any duty to update such forward-looking statements, all of which are expressly qualified by the foregoing.

## PROSPECTUS SUMMARY

*This summary contains basic information about us and this offering. Because it is a summary, it does not contain all of the information that you should consider before investing. Before you decide to invest in our common stock, you should carefully read the entire prospectus and the documents incorporated by reference herein, including the sections entitled “Risk Factors” and “Information Relating to Forward-Looking Statements” in this prospectus, any free writing prospectus prepared by or on behalf of us that we have referred to you, the sections entitled “Item 1A. Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our 2024 Form 10-K and our First Quarter 2025 Form 10-Q, which are incorporated by reference herein and the financial statements incorporated by reference herein.*

### Company Overview

Amentum is a global advanced engineering and technology solutions provider to a broad base of U.S. and allied government agencies, supporting programs of critical national importance across energy and environmental, intelligence, space, defense, civilian and commercial end-markets. We offer a broad reach of capabilities including intelligence and counter threat solutions, data fusion and analytics, engineering and integration, environmental solutions, advanced test, training and readiness, and citizen solutions. As a leading provider of differentiated technology solutions, we have built a repertoire of deep customer knowledge, enabling us to engage our customers across multiple capabilities and markets.

Our history as a trusted partner to the U.S. federal government and our advanced engineering and technology expertise enable us to lead and support our customers’ most complex programs. Our broad capabilities support technology-driven, full mission lifecycle solutions that align with modernization priorities for a wide array of customers. We believe our scale and breadth of capabilities position us well in the marketplace as our customers’ requirements increasingly necessitate a full lifecycle partner equipped with next-generation engineering solutions to solve their most complex challenges.

Our workforce of more than 53,000 continues to be rooted in a strong purpose-driven culture. Our mission-oriented and highly skilled personnel enable us to serve a diverse range of requirements for our customers. In the U.S., these customers include the Department of Energy (“DOE”), the Intelligence Community (consisting of the National Intelligence Program and the Military Intelligence Program), the Department of Defense (“DOD”), the National Aeronautics and Space Administration (“NASA”), and the Department of Homeland Security (“DHS”) as well as other government and certain commercial customers. We are also well-positioned internationally with employees across approximately 80 countries, supporting international customers and contracts in regions with growing mission demand, such as Europe and the Indo-Pacific, and with key allied government agencies, including the U.K. Ministry of Defence, the U.K. Nuclear Decommissioning Authority and the Australian Department of Defence. We support these customers by providing solutions to pressing challenges, from energy transition and environmental solutions to cybersecurity and digital modernization.

Our solutions—backed by a robust network of engineers, cleared employees and technical subject matter experts—continue to be critical to our customers’ priorities. These priorities include addressing global environmental challenges and supporting energy transition, creating digital decision advantages, advancing research and development initiatives, and enhancing space superiority. Examples of our solutions addressing these priorities include development of new advanced energy technologies for the DOE and international customers, threat recognition and analytics for the Intelligence Community, engineering advanced systems for the DOD, research and development solutions for the DHS, and science, engineering, and technology development for NASA. Across our customer set, our solutions span all aspects of the government acquisition lifecycle, including development, engineering, integration, and operations.

As a result of the completion of the spin-off of the Jacobs Critical Mission Solutions business and portions of the Jacobs Divergent Solutions business and merger with the legacy Amentum business in a Reverse Morris Trust transaction (including the related refinancing, the “RMT Transaction”), we have a compelling industry platform of scale with excellent revenue visibility supported by \$45.0 billion of backlog as of September 27, 2024 and attractive growth opportunities. Our scale is an asset that positions us as a turn-key solutions provider capable of pursuing our



customers' largest and most complex contracts. The ability to pursue these contracts, while maintaining a large base of revenue in backlog, supports our agile business development engine. We believe our scale, efficiency and diversity enables Amentum to generate substantial free cash flow while driving growth.

### **The RMT Transaction**

On September 27, 2024, Amentum became a public company through the consummation of the spin-off of the Jacobs Critical Mission Solutions business and portions of the Jacobs Divergent Solutions business (together referred to as the "CMS Business") and merger with the legacy Amentum business in the RMT Transaction. Prior to the spin-off, the CMS Business reorganized under a newly formed company named Amazon Holdco Inc. ("SpinCo") and distributed a \$911 million cash dividend payment to Jacobs, who then distributed, prior to the merger, approximately 80.95% of the outstanding shares of SpinCo common stock to Jacobs' shareholders on a pro rata basis. In connection with the completion of the RMT Transaction, SpinCo was renamed Amentum Holdings, Inc. On September 30, 2024, Amentum began trading on the New York Stock Exchange under the ticker symbol "AMTM."

### **Corporate Information**

Amentum Holdings, Inc. was formed on November 17, 2023 for the purpose of holding the CMS Business in connection with the RMT Transaction. Our corporate headquarters is located at 4800 Westfields Blvd., Suite #400, Chantilly, Virginia 20151 and our telephone number is (703) 579-0410. Our website address is [www.amentum.com](http://www.amentum.com). Information contained on, or that can be accessed through, our website is not part of, and is not incorporated into, this prospectus.

## THE OFFERING

### **Common Stock Offered by the Selling Shareholder**

Up to 19,464,174 shares of our common stock.

### **Use of Proceeds**

All shares of our common stock sold pursuant to this prospectus will be offered and sold by the selling shareholder. We will not receive any proceeds from such sale. See “Use of Proceeds.”

### **Selling Shareholder**

In connection with sales of shares of our common stock pursuant to the registration statement of which this prospectus forms a part, Jacobs or one or more of its subsidiaries will exchange up to 19,464,174 shares of our common stock for certain indebtedness of JEG or certain of its subsidiaries held by one or more of the underwriters or broker-dealers (or affiliates thereof), which we refer to, in such role, as a “debt-for-equity exchange party.” Any offers and sales pursuant to this prospectus will involve such a debt-for-equity exchange party, and any reference to the “selling shareholder” refers to the applicable debt-for-equity exchange party or parties. We will amend or supplement this prospectus to name such debt-for-equity exchange party or parties as a selling shareholder prior to any such offers and sales. Jacobs may also be deemed a selling shareholder in such an offering solely for U.S. federal securities laws purposes.

See “Selling Shareholder.”

### **Plan of Distribution (Conflicts of Interest)**

The selling shareholder may offer the shares in amounts, at prices and on terms determined by market conditions at the time of the offering. The selling shareholder may sell shares through agents it selects or through underwriters and dealers it selects. The selling shareholder also may sell shares directly to investors. If the selling shareholder uses agents, underwriters or dealers to sell the shares, we will name them and describe their compensation in an amendment or supplement to this prospectus.

See “Plan of Distribution (Conflicts of Interest).”

### **Conflicts of Interest**

One or more debt-for-equity exchange parties (or one or more of their respective affiliates) would be the selling shareholder and either such debt-for-equity exchange parties or one or more of their respective affiliates would also act as an underwriter in such offering. Because the selling shareholder in any such offering would be an underwriter or an affiliate of an underwriter, if such selling shareholder receives 5% or more of the net proceeds of such offering, such selling shareholder (in its capacity as an underwriter) or such affiliate of such selling shareholder acting as an underwriter would be deemed to have a “conflict of interest” under FINRA Rule 5121. Accordingly, any such offering would be conducted in compliance with the requirements of Rule 5121. The appointment of a “qualified independent underwriter” would not be required in connection with any such offering because a “bona fide public market,” as defined in Rule 5121, exists for our common stock. In accordance with FINRA Rule 5121, any such underwriter with a conflict of interest would not confirm any sales to any account over which it exercises discretionary authority without the specific written approval of the transaction from the account holder. See “Plan of Distribution (Conflicts of Interest).”

**Risk Factors**

For a discussion of risks and uncertainties involved with an investment in our common stock, see “[Risk Factors](#)” beginning on page 5 and any risk factors described in any accompanying prospectus supplement, as well as the risk factors and other information contained in our 2024 Form 10-K and our First Quarter 2025 10-Q, which are incorporated by reference into this prospectus.

**Listing**

Our common stock is listed on the NYSE under the symbol “AMTM.”

Unless we indicate otherwise, all information in this prospectus is based on 243,303,999 shares of our common stock outstanding, which includes 9,732,087 shares of our common stock in escrow pending release in connection with post-closing adjustments to the merger consideration, as of February 27, 2025, and excludes (i) 18,341,084 shares of common stock reserved for issuance under our 2024 Stock Incentive Plan and (ii) 2,644,588 shares of common stock available for purchase under our Employee Stock Purchase Plan.

## RISK FACTORS

*You should carefully consider the following risks and the risks described in “Item 1A. Risk Factors” in our 2024 Form 10-K and First Quarter 2025 Form 10-Q filed with the SEC and incorporated by reference into this prospectus, and other information in this prospectus, including the financial statements incorporated by reference herein, any applicable prospectus supplement and any applicable free writing prospectus prepared by or on behalf of us that we have referred to you, in evaluating Amentum and our common stock. The following risk factors present material risks and uncertainties associated with this offering. The risks described below, in our 2024 Form 10-K and in our First Quarter 2025 Form 10-Q are material risks, although not the only risks, that we face. The occurrence of one or more of the events or circumstances described in these risk factors and in “Item 1A. Risk Factors” in our 2024 Form 10-K and our First Quarter 2025 Form 10-Q, alone or in combination with other events or circumstances, may have an adverse effect on our business, financial condition or results of operations. We may face additional risks and uncertainties that are not presently known to us, or that we currently deem immaterial, which may also impair our business, financial condition or results of operations.*

### Risks Related to the Offering

***The trading market for our common stock has existed for only a short period following the RMT Transaction. The price and trading volume of our common stock has been and may continue to be volatile, and the value of an investment in our common stock could decline.***

Prior to the RMT Transaction, there was no public market for our common stock. An active trading market for our common stock commenced only recently following the completion of the RMT Transaction and may not be sustainable. If you invest in our common stock, you may not be able to resell your shares of common stock at or above the price at which your shares were acquired. We cannot predict the prices at which our common stock may trade. The market price and trading volume of our common stock has and may continue to fluctuate widely, depending on many factors, some of which may be beyond our control, including:

- actual or anticipated fluctuations in our operating results due to factors related to our business;
- success or failure of our business strategies;
- our quarterly or annual earnings, or those of other companies in our industry;
- our ability to obtain financing as needed;
- announcements by us or our competitors of significant acquisitions or dispositions;
- changes in accounting standards, policies, guidance, interpretations or principles;
- the failure of securities analysts to cover our common stock after the RMT Transaction;
- changes in earnings estimates by securities analysts or our ability to meet those estimates;
- the operating and stock price performance of other comparable companies;
- investor perception of our company and our industry;
- overall market fluctuations;
- results from any material litigation or government investigation;
- changes in laws and regulations (including tax laws and regulations) affecting our business;
- changes in capital gains taxes and taxes on dividends affecting shareholders; and
- general economic conditions and other external factors.

Furthermore, our business profile and market capitalization may not fit the investment objectives of some Jacobs' shareholders and, as a result, these Jacobs' shareholders may sell their shares of our common stock. Low trading volume for our stock, which may occur if an active trading market does not develop, among other reasons, would amplify the effect of the above factors on our stock price volatility.

Stock markets in general have experienced volatility that has often been unrelated to the operating performance of a particular company. These broad market fluctuations could adversely affect the trading price of our common stock.

***A significant number of shares of our common stock may be sold or otherwise disposed of, including the shares of our common stock that Jacobs initially owns (whether pursuant to this registration statement or otherwise), which may cause our stock price to decline.***

Any sales of substantial amounts of our common stock in the public market, or the perception that such sales might occur, may cause the market price of our common stock to decline. As of February 27, 2025, we have an aggregate of 243,303,999 shares of common stock issued and outstanding. Shares distributed to Jacobs' shareholders in the RMT Transaction generally are freely tradeable without restriction or further registration under the Securities Act, except for shares owned by our "affiliates," as that term is defined in Rule 405 under the Securities Act, which shares may be freely sold in the public market as unrestricted shares if registered under the Securities Act or if they qualify for an exemption from registration under Rule 144 under the Securities Act. Sponsor Stockholder (as defined below) also holds a substantial portion of the issued and outstanding shares of our common stock.

We cannot predict whether large amounts of our common stock will be sold in the open market. We are also unable to predict whether a sufficient number of buyers of our common stock to meet the demand to sell shares of our common stock at attractive prices would exist at that time.

In addition, Jacobs has determined that it does not intend to retain more than 8% of the issued and outstanding shares of our common stock after the RMT Transaction and any post-closing adjustments to the merger consideration. Jacobs has informed us that any additional shares to which Jacobs would otherwise be entitled in excess of 8% of the issued and outstanding shares of our common stock after the RMT Transaction will be distributed, on a pro rata basis, to Jacobs' shareholders. As the amount of merger consideration was not finally determined by the effective time of the merger, 10,948,598 shares of our common stock, representing approximately 4.5% of the issued and outstanding shares of our common stock, were placed in escrow pending the determination of whether Amentum Equityholder (as defined below) is entitled to such consideration (the "escrow holding"), such additional merger consideration (if any) to be delivered through the escrow holding. On February 17, 2024, 1,216,511 shares of such additional merger consideration representing approximately 0.5% of the issued and outstanding shares of our common stock was delivered from the escrow holding to Jacobs (which shares are included in the up to 19,464,174 shares offered pursuant to this prospectus). Jacobs has disclosed that it intends to dispose of all the shares of our common stock that it retains after the RMT Transaction, which dispositions may include one or more exchanges for Jacobs debt or distributions to Jacobs' shareholders relating to the 19,464,164 shares held by Jacobs as of the date of this prospectus.

We have agreed that, upon the request of Jacobs or Sponsor Stockholder and pursuant to the terms of the Registration Rights Agreement or the Stockholders Agreement by and between Amentum and Amentum Joint Venture LP ("Amentum Equityholder"), dated September 27, 2024 (the "Stockholders Agreement"), respectively, we will use our reasonable best efforts to effect a registration under applicable federal and state securities laws of any shares of our common stock held by Jacobs or Sponsor Stockholder, as applicable. See "Certain Relationships and Related Person Transactions — Jacobs Agreements — Registration Rights Agreement" and "Certain Relationships and Related Person Transactions — Related Person Transactions — Stockholders Agreement" incorporated by reference herein from our proxy statement filed on January 21, 2025. We are filing the registration statement on Form S-1 of which this prospectus forms a part pursuant to a request from Jacobs to register under the Securities Act all 19,464,174 of the shares of our common stock beneficially owned by Jacobs as of the date of this prospectus. Jacobs has informed us that any additional shares to which Jacobs would otherwise be entitled (not including the approximately 0.5% of the issued and outstanding shares of our common stock already received by Jacobs) will be distributed, on a pro rata basis, to Jacobs' shareholders. The remaining shares of common stock in

the escrow holding could be released to Jacobs and could be distributed by Jacobs to its shareholders at any time, including in close proximity to any offering of shares of common stock pursuant to this prospectus. Any dispositions of substantial amounts of shares of our common stock in the public market, including any disposition of the shares beneficially owned by Jacobs or Sponsor Stockholder (whether pursuant to this registration statement or otherwise), or the perception that such dispositions might occur, may cause the market price of our common stock to decline.

***Your percentage of ownership in Amentum may be diluted in the future.***

Your percentage ownership may be diluted in the future by the equity awards that we expect to grant to our directors, officers and other employees. We have approved an incentive plan that provides for the grant of common stock-based equity awards to our directors, officers and other employees. We have also approved a stock purchase plan that generally provides for purchases by certain eligible employees of shares of our common stock upon completion of an offering through contributions of a whole percentage of their eligible compensation. On each of October 4, 2024 and November 8, 2024, we filed a registration statement on Form S-8 registering under the Securities Act (i) an aggregate of approximately 18,000,000 shares of common stock underlying equity awards we have made and will make to our employees and certain other qualifying individuals, and the resale of those shares of common stock and (ii) an aggregate of approximately 2,600,000 shares of common stock underlying our employee stock purchase plan, and the resale of those shares of common stock. In addition, we may issue equity as all or part of the consideration paid for acquisitions and strategic investments that we may make in the future or as necessary to finance our ongoing operations.

***None of the proceeds from the sale of shares of our common stock by the selling shareholder will be available to us to fund our operations.***

We will not receive any proceeds from the sale of shares of our common stock by the selling shareholder. The selling shareholder will receive all proceeds from the sale of such shares. Consequently, none of the proceeds from such sale by the selling shareholder will be available to us to fund our operations, capital expenditures, compensation plans or acquisition opportunities. See “Use of Proceeds.”

***There can be no assurance that we will pay dividends on our common stock.***

We do not expect to declare or pay any cash dividends on our common stock. Any future determination as to the timing, declaration, amount and payment of any dividends will be within the discretion of our Board of Directors, and will depend upon, among other things, our financial condition, earnings, capital requirements of our operating subsidiaries, regulatory constraints, industry practice, ability to access capital markets and other factors deemed relevant by our Board of Directors, including legal and contractual restrictions. Moreover, if we determine to pay any dividends in the future, there can be no assurance that we will continue to pay such dividends or the amount of such dividends.

***Our accounting and other management systems and resources may not be adequately prepared to meet the financial reporting and other requirements to which we are subject to as a standalone, publicly traded company. Fulfilling our obligations incident to being a public company and implementing the requirements of and related rules under the Sarbanes-Oxley Act of 2002, is expensive and time-consuming, and any delays or difficulty in satisfying these obligations could have a material adverse effect on our future results of operations and our stock price.***

Starting in fiscal year 2025, as a public company, the Sarbanes-Oxley Act of 2002 and the related rules and regulations of the SEC, as well as the NYSE rules, will require us to implement various corporate governance practices and adhere to a variety of reporting requirements and complex accounting rules. Compliance with these public company obligations will require us to devote significant management time and place significant additional demands on our finance, accounting, and legal staff and on our management systems, including our financial, accounting and information systems. Other expenses associated with being a public company include increased auditing, accounting, and legal fees and expenses, investor relations expenses, increased directors’ fees and director and officer liability insurance costs, registrar and transfer agent fees, listing fees, as well as other expenses.

In particular, starting in fiscal year 2025, the Sarbanes-Oxley Act of 2002 will require us to document and test the effectiveness of our internal control over financial reporting in accordance with an established internal control framework, and to report on our conclusions as to the effectiveness of our internal controls. It also will require an independent registered public accounting firm to test our internal control over financial reporting and report on the effectiveness of such controls. In addition, we are required under the Exchange Act to maintain disclosure controls and procedures and internal control over financial reporting. Because of inherent limitations in any internal control environment, there can be no assurance that all control issues and instances of fraud, errors or misstatements, if any, within the Company has been or will be detected on a timely basis. Such deficiencies could result in the correction or restatement of financial statements of one or more periods.

Any failure to maintain effective controls or implement new or improved controls, or difficulties encountered in their implementation, could harm our operating results or cause us to fail to meet our reporting obligations. We also rely on third parties for certain calculations and other information that support our accounting and financial reporting, which includes reports from such organizations on their controls and systems that are used to generate this data and information. Any failure by such third parties to provide us with accurate or timely information or to implement and maintain effective controls may cause us to fail to meet our reporting obligations as a publicly traded company. In addition, as we operate our financial management systems, we could experience deficiencies in their operation that could have an adverse effect on the effectiveness of our internal control over financial reporting.

In the future, when required, if we are unable to conclude that we have effective internal control over financial reporting, or if our independent registered public accounting firm is unable to provide us with an unqualified report regarding the effectiveness of our internal control over financial reporting, investors could lose confidence in the reliability of our consolidated financial statements, which could result in a decrease in the value of our common stock. Starting in fiscal year 2025, failure to comply with the Sarbanes-Oxley Act of 2002 could potentially subject us to sanctions or investigations by the SEC, the NYSE, or other regulatory authorities.

***We have a significant amount of indebtedness, which could adversely affect our financial condition or decrease our business flexibility.***

On August 13, 2024, we completed an offering of \$1.0 billion in aggregate principal amount of 7.250% senior notes due August 1, 2032. Additionally, on September 27, 2024, we entered into a new first lien credit agreement, including a new senior secured credit facility which provided for a \$3,750.0 million term loan facility and a \$850.0 million revolving credit facility. Our level of indebtedness could have important consequences, including, but not limited to:

- reducing our flexibility to respond to changing business and economic conditions, and increasing our vulnerability to general adverse economic and industry conditions;
- requiring us to dedicate a substantial portion of our cash flows from operations to make debt service payments, thereby reducing the availability of cash flows to fund working capital, capital expenditures, dividends, share repurchases, acquisitions and investments and other general corporate purposes;
- limiting our flexibility in planning for, or reacting to, challenges and opportunities, and changes in our businesses and the markets in which we operate;
- limiting our ability to obtain additional financing to fund our working capital, capital expenditures, dividends, acquisitions and debt service requirements and other financing needs;
- increasing our vulnerability to increases in interest rates in general because a substantial portion of our indebtedness bears interest at floating rates; and
- placing us at a competitive disadvantage to our competitors that have less debt.

Each financial institution that is part of the syndicate for the revolving facility is responsible on a several, and not joint, basis for providing a portion of the loans to be made under the revolving facility. If any financial institution or group of financial institutions with a significant portion of the commitments in the revolving facility

fails to satisfy its or their respective obligations to extend credit under the revolving facility and we are unable to find a replacement for such participant or participants on a timely basis (if at all), our liquidity and results of operations may be adversely affected.

Our ability to service our indebtedness will depend on our future operating performance and financial results, which will be subject, in part, to factors beyond our control, including interest rates and general economic, financial and business conditions. If we do not have sufficient cash flow to service our indebtedness, we may need to refinance all or part of our indebtedness, borrow more money or sell securities or assets, some or all of which may not be available to us at acceptable terms or at all. In addition, we may need to incur additional indebtedness in the future. Although the terms of our indebtedness allow us to incur additional indebtedness, this would be subject to certain limitations which may preclude us from incurring the amount of indebtedness we otherwise desire.

***Delaware law and anti-takeover provisions in our amended and restated articles of incorporation, amended and restated bylaws, stockholders agreement and other governance documents may impede or discourage a takeover or change of control and limit the power of our shareholders.***

We are a Delaware corporation. Certain anti-takeover provisions of the General Corporation Law of the State of Delaware (the “DGCL”) impose restrictions on the ability of others to acquire control of us. In addition, certain provisions of our governance documents may impede or discourage a takeover. For example:

- vacancies occurring on our board can be filled only by our Board of Directors;
- increasing or decreasing the size of the Board of Directors will require the affirmative vote of at least 80% of the members of the Board of Directors at such time;
- prior to the first anniversary of September 27, 2024 (the “Closing Date”), Amentum Equityholder and certain affiliated transferees upon execution of a joinder agreement to the Stockholders Agreement (together with Amentum Equityholder, “Sponsor Stockholder”) must vote its Amentum common stock in favor of directors on the initial Board of Directors that were proposed by Jacobs and shall not seek, propose or vote its Amentum common stock in favor of the removal of such directors, other than for cause;
- prior to the second anniversary of the closing date, Sponsor Stockholder must vote its Amentum common stock in favor of the Executive Chair of the Board of Directors and shall not seek, propose or vote its Amentum common stock in favor of their removal, other than for cause;
- shareholders do not have the right to call a special meeting or to act by written consent;
- certain of the provisions in our amended and restated certificate of incorporation will require supermajority shareholder approval for amendments;
- shareholders will have to follow certain procedures and notice requirements in order to present certain proposals or nominate directors for election at shareholder meetings;
- our Stockholders Agreement prohibits, for three years following the closing of the RMT Transaction, amendments to our amended and restated certificate of incorporation and bylaws to provide our shareholders with proxy access rights; and
- our Board of Directors has the power to designate and issue, without any further vote or action by our shareholders, shares of preferred stock from time to time in one or more series.

In addition, we are subject to Section 203 of the DGCL, which could have the effect of delaying or preventing a change of control that you may favor. Section 203 provides that, subject to limited exceptions, persons that acquire, or are affiliated with persons that acquire, more than 15% of the outstanding voting stock of a Delaware corporation may not engage in a business combination with that corporation, including by merger, consolidation or acquisitions of additional shares, for a three-year period following the date on which that person or any of its affiliates becomes the holder of more than 15% of the corporation’s outstanding voting stock.



These types of provisions, as well as our Stockholders Agreement, could make it more difficult for a third party to acquire control of us, even if the acquisition would be beneficial to our shareholders. Accordingly, shareholders may be limited in the ability to obtain a premium for their shares.

***Our amended and restated certificate of incorporation designates certain courts within the State of Delaware as the exclusive forum for certain types of actions and proceedings that may be initiated by our shareholders, and the federal district courts of the United States as the exclusive forum for the resolution of any complaint asserting a cause of action under the Securities Act, which could limit our shareholders' ability to choose the judicial forum for disputes with us or our directors, officers or employees.***

Our amended and restated certificate of incorporation requires, to the fullest extent permitted by law, that (i) any derivative action or proceeding brought on behalf of the Company, (ii) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers, employees or shareholders to us or our shareholders, (iii) any action asserting a claim arising pursuant to any provision of our amended and restated certificate of incorporation, amended and restated bylaws or the DGCL, or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware and (iv) any other action asserting a claim against us that is governed by the internal affairs doctrine, in each case, may be brought only in specified courts in the State of Delaware. As described below, this provision applies to suits brought to enforce any duty or liability created by the Securities Act or the Exchange Act, or any other claim for which there is exclusive federal or concurrent federal and state jurisdiction.

Our amended and restated certificate of incorporation provides that the federal district courts of the United States of America will be the exclusive forum for the resolution of any complaint asserting a cause of action under the Securities Act. However, Section 22 of the Securities Act provides that federal and state courts have concurrent jurisdiction over lawsuits brought pursuant to the Securities Act or the rules and regulations thereunder. To the extent the exclusive forum provision restricts the courts in which claims arising under the Securities Act may be brought, there is uncertainty as to whether a court would enforce such a provision. Our amended and restated certificate of incorporation also provides that any person or entity purchasing or otherwise acquiring or holding any interest in shares of our capital stock will be deemed to have notice of and to have consented to the foregoing provisions; provided, however, that investors cannot waive compliance with the federal securities laws and the rules and regulations thereunder. This provision does not apply to claims brought under the Exchange Act.

We recognize that the forum selection clause in our amended and restated certificate of incorporation may impose additional litigation costs on shareholders in pursuing any such claims, particularly if the shareholders do not reside in or near the State of Delaware. Additionally, the forum selection clause in our amended and restated certificate of incorporation may limit our shareholders' ability to bring a claim in a forum that they find favorable for disputes with us or our directors, officers, employees or agents, which may be costlier and may discourage such lawsuits against us and our directors, officers, employees and agents even though an action, if successful, might benefit our shareholders, although such shareholders will not be deemed to have waived our compliance with federal securities laws and the rules and regulations thereunder. The Court of Chancery of the State of Delaware may also reach different judgments or results than would other courts, including courts where a shareholder considering an action may be located or would otherwise choose to bring the action, and such judgments may be more or less favorable to us than our shareholders.

***If securities or industry analysts do not publish research or publish misleading or unfavorable research about our business, our stock price and trading volume could decline.***

The trading market for our common stock depends in part on the research and reports that securities or industry analysts publish about us or our business. If one or more of the analysts that currently cover our common stock downgrades our stock or publishes misleading or unfavorable research about our business, our stock price would likely decline. If one or more of the analysts ceases coverage of our common stock or fails to publish reports on us regularly, demand for our common stock could decrease, which could cause our common stock price or trading volume to decline.

## USE OF PROCEEDS

All shares of our common stock sold pursuant to this prospectus will be offered and sold by the selling shareholder. We will not receive any proceeds from such sale.

One or more debt-for-equity exchange parties (or one or more of their respective affiliates) would be the selling shareholder and either such debt-for-equity exchange parties or one or more of their respective affiliates would also act as an underwriter in such offering. Because the selling shareholder in any such offering would be an underwriter or an affiliate of an underwriter, if such selling shareholder receives 5% or more of the net proceeds of such offering, such selling shareholder (in its capacity as an underwriter) or such affiliate of such selling shareholder acting as an underwriter would be deemed to have a “conflict of interest” under FINRA Rule 5121. Accordingly, any such offering would be conducted in compliance with the requirements of Rule 5121. The appointment of a “qualified independent underwriter” would not be required in connection with any such offering because a “bona fide public market,” as defined in Rule 5121, exists for our common stock. In accordance with FINRA Rule 5121, any such underwriter with a conflict of interest would not confirm any sales to any account over which it exercises discretionary authority without the specific written approval of the transaction from the account holder. See “Plan of Distribution (Conflicts of Interest).”

## **MARKET PRICE OF OUR COMMON STOCK AND DIVIDEND POLICY**

### **Market Price of Our Common Stock**

Our common stock is listed on the NYSE under the symbol “AMTM”.

On March 7, 2025, the closing price of our common stock as reported on the NYSE was \$19.99 per share. As of February 27, 2025, there were 243,303,999 shares of our common stock outstanding, held of record by 2,312 holders.

### **Dividend Policy**

We do not expect to declare or pay any cash dividends on our common stock. Any future determination as to the timing, declaration, amount and payment of any dividends will be within the discretion of our Board of Directors, and will depend upon, among other things, our financial condition, earnings, capital requirements of our operating subsidiaries, regulatory constraints, industry practice, ability to access capital markets, and other factors deemed relevant by our Board of Directors, including legal and contractual restrictions. Moreover, if we determine to pay any dividends in the future, we cannot assure you that we will continue to pay such dividends or the amount of such dividends.

## SELLING SHAREHOLDER

All of the shares of our common stock being registered under this prospectus are currently beneficially owned by Jacobs. However, any offers and sales pursuant to this prospectus will involve a debt-for-equity exchange pursuant to which one or more debt-for-equity exchange parties will become the selling shareholder hereunder, as described below.

Jacobs or one or more of its subsidiaries will dispose of any or all of our common stock that it holds after the RMT Transaction (including shares of our common stock received pursuant to any post-closing adjustment to the merger consideration) through one or more distributions on a pro rata basis to Jacobs' shareholders or exchanges for debt in accordance with the terms of the IRS private letter ruling received by Jacobs in connection with the RMT Transaction. Jacobs and/or one or more of its subsidiaries and a debt-for-equity exchange party will enter into an exchange agreement with respect to such shares exchanged for debt obligations of Jacobs. Pursuant to such exchange agreement, the debt-for-equity exchange parties, as principals for their own accounts, will exchange debt obligations of JEG or certain of its subsidiaries held by the debt-for-equity exchange parties for shares of our common stock beneficially owned by Jacobs. Any offers and sales pursuant to this prospectus will involve such a debt-for-equity exchange. Under U.S. federal securities laws, the debt-for-equity exchange parties will be deemed to be the selling shareholder and underwriters with respect to any shares of our common stock that they acquire in connection with a debt-for-equity exchange and sell in an offering in connection therewith. We will amend or supplement this prospectus to name such debt-for-equity exchange party or parties prior to any such offers or sales. Jacobs may also be deemed a selling shareholder in any such offering solely for U.S. federal securities laws purposes. See "Plan of Distribution (Conflicts of Interest)."

Jacobs has, to our knowledge, sole investment power with respect to 19,464,174 shares of our common stock as of the date of this prospectus (including 1,216,511 shares of our common stock released from escrow to Jacobs pursuant to a post-closing adjustment to the merger consideration, but excluding the remaining 9,732,087 additional merger consideration shares, which remain held in escrow as of the date of this prospectus). Pursuant to the Registration Rights Agreement, Jacobs granted us, and caused each other direct or indirect subsidiary of Jacobs (including JEG) to the extent such subsidiary holds shares of our common stock retained in connection with the RMT Transaction to grant us, a proxy to vote the shares of our common stock owned by Jacobs and its subsidiaries in proportion to the votes cast by our other shareholders. As a result, Jacobs and its subsidiaries do not exercise voting power over any of the shares of our common stock that they beneficially own.

The information concerning the beneficial ownership of shares of common stock by Jacobs, as of February 27, 2025 included in this prospectus has been obtained from Jacobs and excludes additional shares of our common stock that may be received pursuant to any post-closing adjustment to the merger consideration. The shares beneficially owned by Jacobs reflected in the table below may be sold by the selling shareholder from time to time in one or more offerings described in this prospectus and any applicable prospectus supplement. The selling shareholder may sell all, some or none of the shares of common stock beneficially owned by it, and therefore we cannot estimate either the number or the percentage of shares of common stock that will be beneficially owned by Jacobs following any offering or sale hereunder.

As of February 27, 2025, 243,303,999 shares of our common stock are issued and outstanding, including 9,732,087 shares of our common stock in escrow pending release in connection with post-closing adjustments to the merger consideration, but excluding (i) 18,341,084 shares of common stock reserved for issuance under our 2024 Stock Incentive Plan and (ii) 2,644,588 shares of common stock available for purchase under our Employee Stock Purchase Plan. The percentage set forth in the table below is based on this share count.

Name of Beneficial Owner	Number of Shares of our Common Stock Beneficially Owned	Percentage of our Common Stock Outstanding
Jacobs Solutions Inc.	19,464,174	8.0 %

The address of Jacobs is 1999 Bryan Street, Suite 3500, Dallas, Texas 75201. For information regarding certain material relationships between Jacobs and the Company, see “Certain Relationships and Related Person Transactions” incorporated by reference from our proxy statement into our 2024 Form 10-K incorporated by reference into this prospectus and the information in Note 4, “Acquisitions” in the notes to the combined audited financial statements in our 2024 Form 10-K, incorporated by reference into this prospectus.

## DESCRIPTION OF CAPITAL STOCK

*The following briefly summarizes the material terms of our capital stock contained in our amended and restated certificate of incorporation and amended and restated bylaws. These summaries do not describe every aspect of our capital stock and documents and are subject to all the provisions of our amended and restated certificate of incorporation and amended and restated bylaws and are qualified in their entirety by reference to these documents, which you should read for complete information on our capital stock. Our amended and restated certificate of incorporation and amended and restated bylaws are included as exhibits to the registration statement of which this prospectus forms a part. The following also summarizes certain relevant provisions of the DGCL. Amentum Holdings, Inc. and its wholly owned subsidiaries are referenced throughout as our “Company,” “we,” “us” or “our.”*

### **Authorized Capital Stock**

Our authorized capital stock consists of 1,000,000,000 shares of common stock, par value \$0.01 per share, and 1,000,000 shares of preferred stock, par value \$0.01 per share. Our Board of Directors may establish the rights and preferences of the preferred stock from time to time. As of February 27, 2025, approximately 243,303,999 shares of our common stock are issued and outstanding and no shares of our preferred stock are issued and outstanding.

### ***Common Stock***

*Voting Rights.* Holders of our common stock are entitled to one vote per share on all matters submitted to a vote of shareholders, including the election of directors. Our common shareholders are not entitled to cumulative voting in the election of directors. Unless a different vote is required by applicable law, the rules of any stock exchange upon which our securities are listed, any regulation applicable to us or our securities, or specifically required by our amended and restated certificate of incorporation or amended and restated bylaws, if a quorum exists at any meeting of shareholders, shareholders will have approved any matter (other than the election of directors, which is described below) if a majority of the voting power of shareholders present in person or represented by proxy at the meeting and entitled to vote on such matter are in favor of such matter. Subject to the rights of the holders of any future series of preferred stock to elect directors under specified circumstances, if a quorum exists at any meeting of shareholders, shareholders will have approved the election of a director if a majority (or, if the number of nominees exceeds the number of directors to be elected at such meeting of shareholders, a plurality) of the votes cast on such matter by shareholders present in person or represented by proxy at such meeting and entitled to vote for the election of such director are in favor of such election.

*Dividend Rights.* Subject to preferences that may be applicable to any shares of preferred stock that we may designate and issue in the future, holders of our common stock are entitled to receive ratably such dividends as may be declared by our Board of Directors out of funds legally available therefor if our Board of Directors, in its discretion, determines to issue dividends and only then at the times and in the amounts that our Board of Directors may determine.

*Liquidation Rights.* Upon liquidation, dissolution or winding up of our Company, holders of our common stock are entitled to receive their ratable share of the net assets of our Company available after payment of all debts and other liabilities, subject to the prior preferential rights and payment of liquidation preferences, if any, of any outstanding shares of preferred stock.

*Other Matters.* Holders of our common stock have no preemptive, subscription, redemption or conversion rights. There are no redemption or sinking fund provisions applicable to our common stock. The rights, preferences and privileges of holders of our common stock are subject to, and may be adversely affected by, the rights of the holders of shares of any series of preferred stock that we may designate and issue in the future.

### ***Preferred Stock***

Our Board of Directors has the authority, subject to the limitations imposed by Delaware law, the NYSE’s listing rules and our amended and restated certificate of incorporation, without any further vote or action by our

shareholders, to issue preferred stock in one or more series and to fix the designations, powers, preferences, limitations and relative, participating, optional and other special rights of the shares of each series, including:

- dividend rates;
- conversion rights;
- designation and voting rights;
- terms of repurchase or redemption, including any restrictions on repurchase or redemption as a result of arrearage in the payment of dividends or sinking fund installments;
- liquidation preferences;
- sinking fund terms; and
- the number of shares constituting each series.

Satisfaction of any dividend preferences of outstanding shares of preferred stock would reduce the amount of funds available for the payment of dividends on shares of our common stock. Holders of shares of preferred stock may be entitled to receive a preference payment in the event of our liquidation, dissolution or winding-up before any payment is made to the holders of shares of our common stock.

Our Board of Directors may authorize the issuance of preferred stock with voting or conversion rights that could adversely affect the voting power or other rights of the holders of our common stock. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, could, among other things, have the effect of making it more difficult for a third party to acquire, or could discourage a third party from seeking to acquire, a majority of our outstanding voting stock, and may adversely affect the market price of our common stock and the voting and other rights of the holders of our common stock.

There are no current agreements or understandings with respect to the issuance of preferred stock, and our Board of Directors has no present intentions to issue any shares of preferred stock.

#### **Certain Anti-Takeover Provisions of Our Amended and Restated Certificate of Incorporation, Our Amended and Restated Bylaws, the Stockholders Agreement and Delaware Law**

Certain provisions of our amended and restated certificate of incorporation, our amended and restated bylaws, our Stockholders Agreement and the DGCL may discourage or make more difficult a takeover attempt that a shareholder might consider to be in his, her or its best interest. These provisions may also adversely affect the prevailing market price for shares of our common stock. We believe that the benefits of increased protection give us the potential ability to negotiate with the proponent of an unsolicited proposal to acquire or restructure us, which may result in an improvement of the terms of any such proposal in favor of our shareholders, and outweigh any potential disadvantage of discouraging those proposals.

#### ***Authorized but Unissued Shares of Capital Stock***

Our authorized but unissued shares of common stock and preferred stock are available for future issuance without shareholder approval, subject to the applicable provisions of the DGCL and rules of the NYSE.

These additional shares may be used for a variety of corporate purposes, including future public offerings to raise additional capital, corporate acquisitions and employee benefit plans.

One of the effects of the existence of authorized but unissued common stock or preferred stock may be to enable our Board of Directors to issue shares to persons friendly to current management, which issuance could render more difficult or discourage an attempt to obtain control of our Company by means of a merger, tender offer, proxy contest or otherwise, and thereby protect the continuity of our management and possibly deprive our shareholders of opportunities to sell their shares of common stock at a price higher than the prevailing market price.

### ***Board Vacancies and Board Size***

Except as set forth below, our amended and restated certificate of incorporation and amended and restated bylaws provide that any vacancies, including any newly created directorships, on our Board of Directors will be filled by the affirmative vote of the majority of the remaining directors then in office, even if such directors constitute less than a quorum, or by a sole remaining director (other than directors elected by the holders of any series of preferred stock). In addition, the number of directors constituting our Board of Directors are permitted to be set only by a resolution adopted by the affirmative vote of at least 80% of the members of the Board of Directors at such time; *provided* that the number of directors will not be fewer than three and not greater than 21 directors as is provided by our amended and restated certificate of incorporation. These provisions prevent a shareholder from increasing the size of our Board of Directors and then gaining control of our Board of Directors by filling the resulting vacancies with its own nominees. This makes it more difficult to change the composition of our Board of Directors and promotes continuity of management.

If at any time prior to the second anniversary of the Closing Date, the Executive Chair becomes unable to serve as the Executive Chair of the Board of Directors, a majority of the directors initially identified by Jacobs for election or appointment to the Board of Directors (each, a “Jacobs Designated Director”) then serving on the Nominating and Governance Committee may, by affirmative vote, select another member of the Board of Directors to serve as a non-executive Chair of the Board of Directors until the second anniversary of the Closing Date.

### ***No Cumulative Voting***

Under the DGCL, shareholders are not entitled to cumulate votes in the election of directors unless a corporation’s certificate of incorporation provides otherwise. Our amended and restated certificate of incorporation does not provide for cumulative voting.

### ***Director Removal***

Except as set forth below, our amended and restated certificate of incorporation provides that shareholders may remove directors with or without cause by the affirmative vote of holders of at least a majority of the voting power of our then outstanding capital stock. Prior to September 27, 2025 (or, in the case of the Executive Chair of the Board of Directors, September 27, 2026), Sponsor Stockholder shall vote its Company common stock in favor of all Jacobs Designated Directors and shall not seek, propose or vote its Company common stock in favor of the removal of any Jacobs Designated Director from the Board, other than for cause.

### ***Shareholder Action and Special Meetings of Shareholders***

Our amended and restated certificate of incorporation provides that our shareholders may not take action by written consent, but may only take action at annual or special meetings of our shareholders. As a result, a holder controlling a majority of our capital stock is not able to amend our amended and restated bylaws or remove directors without holding a meeting of our shareholders called in accordance with our amended and restated certificate of incorporation. Our amended and restated certificate of incorporation further provides that special meetings of our shareholders may be called only by a majority of our Board of Directors, thus prohibiting a shareholder from calling a special meeting. These provisions may delay the ability of our shareholders to force consideration of a proposal or for shareholders controlling a majority of our capital stock to take any action, including the removal of directors.

### ***Advance Notice Requirements for Shareholder Proposals and Director Nominations***

Our amended and restated bylaws establish advance notice procedures with respect to shareholder proposals and the nomination of candidates for election as directors at our annual meeting of shareholders, and also specify certain procedural requirements regarding the form, content and timing of such notice. Specifically, such notice must be in proper written form and must set forth certain information, as required under our amended and restated bylaws, related to the shareholder giving the notice, the beneficial owner (if any) on whose behalf the nomination is made as well as their control persons and information about the proposal or nominee for election to our Board of Directors. These provisions might preclude our shareholders from bringing matters before our annual meeting of shareholders or from making nominations for directors at our annual meeting of shareholders if the proper procedures are not



followed. We expect that these provisions may also discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain control of us.

#### ***Amendment of Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws***

Any amendment, alteration, rescission or repeal of our amended and restated bylaws by our shareholders requires the affirmative vote of the Board of Directors or holders of at least a majority of voting power of all the then outstanding shares of stock entitled to vote thereon, voting together as a single class.

The DGCL provides generally that the affirmative vote of a majority of the outstanding shares entitled to vote thereon, voting together as a single class, is required to amend a corporation's certificate of incorporation or bylaws, unless the corporation's certificate of incorporation requires a greater percentage. Our amended and restated certificate of incorporation provides that certain specified provisions in our amended and restated certificate of incorporation may be amended, altered, rescinded or repealed only by the affirmative vote of the holders of at least 66 2/3% of voting power of all the then outstanding shares of our stock entitled to vote thereon, voting together as a single class.

Our Stockholders Agreement prohibits, until September 27, 2027, amendments to our amended and restated certificate of incorporation and bylaws to provide the shareholders of our Company with proxy access rights, unless we receive the prior written consent of Sponsor Stockholder.

#### ***Section 203 of the Delaware General Corporation Law***

We are subject to the provisions of Section 203 of the DGCL. In general, Section 203 prohibits a publicly held Delaware corporation from engaging in a "business combination" with an "interested stockholder" for three years following the time that such shareholder became an interested stockholder, unless:

- prior to such time the board of directors of the corporation approved either the business combination or the transaction that resulted in the shareholder becoming an interested stockholder;
- upon consummation of the transaction that resulted in the shareholder becoming an interested stockholder, the interested shareholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding (but not the outstanding voting stock owned by the interested stockholder) those shares owned by (i) persons who are directors and also officers and (ii) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or
- at or subsequent to such time the business combination is approved by the board of directors and authorized at an annual or special meeting of shareholders, and not by written consent, by the affirmative vote of at least 66 2/3% of the outstanding voting stock that is not owned by the interested stockholder.

In general, Section 203 of the DGCL defines a "business combination" to include mergers, asset sales and other similar transactions and an "interested stockholder" as a person who, together with affiliates and associates, beneficially owns, or within three years did beneficially own, 15% or more of the corporation's outstanding voting stock. We have not "opted out" of, and are subject to, Section 203 of the DGCL and these provisions may have the effect of delaying, deferring or preventing changes in control of us.

#### **Certain Provisions of Our Amended and Restated Certificate of Incorporation and Delaware Law**

##### ***Dissenters' Rights of Appraisal and Payment***

Under the DGCL, with certain exceptions, our shareholders have appraisal rights in connection with a merger or consolidation in which we are a constituent entity. Pursuant to the DGCL, shareholders who properly demand and perfect appraisal rights in connection with such merger or consolidation will have the right to receive payment of the fair value of their shares as determined by the Delaware Court of Chancery, plus interest, if any, on the amount

determined to be the fair value, from the effective time of the merger or consolidation through the date of payment of the judgment.

#### ***Shareholders' Derivative Actions***

Under the DGCL, any of our shareholders may bring an action in our name to procure a judgment in our favor, also known as a derivative action, provided that the shareholder bringing the action is a holder of our shares at the time of the transaction to which the action relates or such shareholder's stock thereafter devolved by operation of law. To bring such an action, the shareholder must otherwise comply with Delaware law regarding derivative actions.

#### ***Exclusive Forum***

Our amended and restated certificate of incorporation requires, to the fullest extent permitted by law, that (i) any derivative action or proceeding brought on behalf of our Company, (ii) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers, employees or shareholders to us or our shareholders, (iii) any action asserting a claim arising pursuant to any provision of our amended and restated certificate of incorporation, amended and restated bylaws or the DGCL, or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware and (iv) any other action asserting a claim against us that is governed by the internal affairs doctrine, in each case, may be brought only in specified courts in the State of Delaware. As described below, this provision does not apply to suits brought to enforce any duty or liability created by the Securities Act or the Exchange Act, or any other claim for which there is exclusive federal or concurrent federal and state jurisdiction.

Our amended and restated certificate of incorporation also provides that the federal district courts of the United States of America are the exclusive forum for the resolution of any complaint asserting a cause of action under the Securities Act. However, Section 22 of the Securities Act provides that federal and state courts have concurrent jurisdiction over lawsuits brought pursuant to the Securities Act or the rules and regulations thereunder. To the extent the exclusive forum provision restricts the courts in which claims arising under the Securities Act may be brought, there is uncertainty as to whether a court would enforce such a provision. Our amended and restated certificate of incorporation also provides that any person or entity purchasing or otherwise acquiring or holding any interest in shares of our capital stock is deemed to have notice of and to have consented to the foregoing provisions; provided, however, that investors cannot waive compliance with the federal securities laws and the rules and regulations thereunder. This provision does not apply to claims brought under the Exchange Act.

We recognize that the forum selection clause in our amended and restated certificate of incorporation may impose additional litigation costs on shareholders in pursuing any such claims, particularly if the shareholders do not reside in or near the State of Delaware. Additionally, the forum selection clause in our amended and restated certificate of incorporation may limit our shareholders' ability to bring a claim in a forum that they find favorable for disputes with us or our directors, officers, employees or agents, which may be costlier and may discourage such lawsuits against us and our directors, officers, employees and agents even though an action, if successful, might benefit our shareholders, although such shareholders will not be deemed to have waived our compliance with federal securities laws and the rules and regulations thereunder. The Court of Chancery of the State of Delaware may also reach different judgments or results than would other courts, including courts where a shareholder considering an action may be located or would otherwise choose to bring the action, and such judgments may be more or less favorable to us than our shareholders.

#### ***Limitation of Liability and Indemnification of Directors and Officers***

Our amended and restated certificate of incorporation includes provisions that limit the personal liability of our directors and officers, to the fullest extent permitted by the DGCL, for monetary damages for breach of their fiduciary duties as directors or officers. Such limitation does not apply to (i) any breach of a director or officer's duty of loyalty to us or our shareholders, (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) a director for any unlawful payment of a dividend or unlawful stock repurchase or redemption, pursuant to Section 174 of the DGCL, (iv) any transaction from which such director or officer derived an improper personal benefit or (v) an officer in any action by or in the right of the corporation. These provisions have no effect on the availability of equitable remedies such as an injunction or rescission based on

a director's breach of his or her duty of care. Any amendment to, or repeal of, these provisions do not eliminate or reduce the effect of these provisions in respect of any act, omission or claim that occurred or arose prior to that amendment or repeal.

Our amended and restated bylaws provide for indemnification, to the fullest extent permitted by the DGCL, of any person made or threatened to be made a party to any action, suit or proceeding by reason of the fact that such person is or was a director or officer of our Company, or, while a director or officer of our Company, at the request of our Company, serves or served as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or any other enterprise, against all expenses, liabilities and other losses reasonably incurred in connection with the defense or settlement of such action, suit or proceeding. In addition, we have entered into indemnification agreements with each of our directors pursuant to which we have agreed to indemnify each such director to the fullest extent permitted by the DGCL.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, we have been informed that in the opinion of the SEC such indemnification is against public policy and is therefore unenforceable.

### **Corporate Opportunity**

Our amended and restated certificate of incorporation and Stockholders Agreement renounce any interest or expectancy in specified business opportunities or specified classes or categories of business opportunities, such that a director of our Company who also serves as a director, officer or employee of Amentum Equityholder or its affiliates may pursue certain business opportunities of which they become aware.

### **Listing**

Our shares of common stock are listed on the NYSE under the symbol "AMTM."

### **Transfer Agent and Registrar**

The transfer agent and registrar for our common stock is Equiniti Trust Company, LLC.

## PLAN OF DISTRIBUTION (CONFLICTS OF INTEREST)

The selling shareholder identified in this prospectus or any applicable prospectus supplement may offer, from time to time, up to an aggregate of 19,464,174 shares of our common stock. We are registering such shares, which are currently beneficially owned by Jacobs, under the terms of the Registration Rights Agreement. We will not receive any of the proceeds from the sale of such shares of our common stock by the selling shareholder. We are not selling any shares of our common stock under this prospectus.

All or a portion of the shares of our common stock described in this prospectus from time to time in the future may be sold directly to purchasers, or through underwriters or broker-dealers (or affiliates thereof), who may receive compensation in the form of discounts, concessions or commissions from the selling shareholder or the purchasers of the shares. These discounts, concessions or commissions as to any particular underwriter, broker-dealer or agent may be in excess of those customary in the types of transactions involved.

Jacobs or one or more of its subsidiaries will dispose of any or all of our common stock that it holds after the RMT Transaction (including shares of our common stock received pursuant to any post-closing adjustment to the merger consideration) through one or more distributions on a pro rata basis to Jacobs' shareholders or exchanges for debt in accordance with the terms of the IRS private letter ruling received by Jacobs in connection with the RMT Transaction. Jacobs and/or one or more of its subsidiaries and one or more debt-for-equity exchange parties will enter into an exchange agreement with respect to such shares exchanged for debt obligations of Jacobs. Pursuant to such exchange agreement, the debt-for-equity exchange parties, as principals for their own account, will exchange debt obligations of JEG or certain of its subsidiaries held by the debt-for-equity exchange parties for shares of our common stock beneficially owned by Jacobs. Any offers and sales pursuant to this prospectus will involve such a debt-for-equity exchange. Under U.S. federal securities laws, the debt-for-equity exchange parties will be deemed to be the selling shareholder and underwriters with respect to any shares of our common stock that they acquire in connection with a debt-for-equity exchange and sell in an offering in connection therewith. We will amend or supplement this prospectus to name such debt-for-equity exchange party or parties prior to any such offers or sales. Jacobs may also be deemed a selling shareholder in any such offering solely for U.S. federal securities laws purposes.

The shares of our common stock may be sold in one or more transactions on any national securities exchange or quotation service on which the shares may be listed or quoted at the time of sale, in the over-the-counter market or in transactions otherwise than on these exchanges or systems or in the over-the-counter market and in one or more transactions at fixed prices, at prevailing market prices at the time of sale, at varying prices determined at the time of sale or at negotiated prices. These sales may be effected in transactions, which may involve crosses or block transactions. Additionally, the selling shareholder may enter into derivative transactions with third parties, or sell securities not covered by this prospectus to third parties in privately negotiated transactions. The selling shareholder may use any one or more of the following methods when selling shares:

- on any national securities exchange or quotation service on which the shares may be listed or quoted at the time of sale, including the NYSE, in the case of the common stock;
- in the over-the-counter market;
- in transactions otherwise than on these exchanges or services or in the over-the-counter market;
- through the writing or settlement of options or other hedging transactions, whether the options are listed on an options exchange or otherwise;
- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;

- a debt-for-equity exchange;
- privately negotiated transactions;
- settlement of short sales entered into after the effective date of the registration statement of which this prospectus forms a part;
- broker-dealers may agree with the selling shareholder to sell a specified number of such shares at a stipulated price per share;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

In addition, any securities that qualify for sale pursuant to Rule 144 or Regulation S under the Securities Act or under Section 4(a)(1) of the Securities Act may be sold under such rules or section rather than pursuant to this prospectus or a prospectus supplement, subject to any restriction on transfer contained in the Registration Rights Agreement.

If the selling shareholder uses an underwriter or underwriters for any offering, we will amend or supplement this prospectus to name them and set forth the terms of the offering and, except to the extent otherwise set forth in this prospectus or such prospectus supplement, as applicable, the selling shareholder will agree in an underwriting agreement to sell to the underwriters, and the underwriters will agree to purchase from the selling shareholder, the number of shares of our common stock set forth in this prospectus or such prospectus supplement, as applicable. It is expected that the underwriters' obligation under the underwriting agreement will be conditioned on the consummation of the debt-for-equity exchange. Any such underwriters may offer the shares of our common stock from time to time for sale in one or more transactions on the NYSE, in the over-the-counter market, through negotiated transactions or otherwise at market prices prevailing at the time of sale, at prices related to prevailing market prices or at negotiated prices.

The underwriters may also propose initially to offer the shares of our common stock to the public at a fixed public offering price set forth on the cover page of the applicable prospectus supplement. The underwriters may be granted an option, exercisable for 30 days after the date of the applicable prospectus supplement, to purchase additional shares from the selling shareholder. In connection with an underwritten offering or debt-for-equity exchange, subject to certain exceptions, we may agree not to, and in such case would use reasonable best efforts to obtain agreements from our directors and executive officers not to, directly or indirectly, offer, transfer or pledge, or contract to transfer or pledge, any of our equity securities for a period of time after such offering. We will file a post-effective amendment to the registration statement of which this prospectus is a part to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

In connection with an underwritten offering, the underwriters may purchase and sell shares of common stock in the open market. These transactions may include short sales, stabilizing transactions and purchases to cover positions created by short sales. Short sales involve the sale by the underwriters of a greater number of shares than they are required to purchase in the offering, and a short position represents the amount of such sales that have not been covered by subsequent purchases. A covered short position is a short position that is not greater than the amount of additional shares for which the underwriters' option described above may be exercised. The underwriters may cover any covered short position by either exercising their option to purchase additional shares or purchasing shares in the open market. In determining the source of shares to cover the covered short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase additional shares pursuant to the option described above. Naked short sales are any short sales that create a short position greater than the amount of additional shares for which the option described above may be exercised. The underwriters must cover any such naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the common stock in the open market after pricing that could adversely

affect investors who purchase in the offering. Stabilizing transactions consist of various bids for or purchases of common stock made by the underwriters in the open market prior to the consummation of the offering.

The underwriters may also impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the underwriting discount received by it because the representatives have repurchased shares sold by or for the account of such underwriter in stabilizing or short covering transactions.

The selling shareholder may enter into hedging transactions with broker-dealers, which may in turn engage in short sales of the shares of our common stock in the course of hedging the positions they assume. The selling shareholder may also sell short the shares and deliver common stock to close out short positions, or loan or pledge the shares to broker-dealers that in turn may sell these shares. The selling shareholder may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities that require the delivery to such broker-dealer or other financial institution of shares offered by this prospectus and the applicable prospectus supplement, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus and the applicable prospectus supplement. The selling shareholder also may transfer and donate the shares in other circumstances in which case the transferees, donees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus and the applicable prospectus supplement.

The aggregate proceeds to the selling shareholder from the sale of the shares of our common stock will be the purchase price of the shares less discounts and commissions, if any.

In order to comply with the securities laws of certain states, if applicable, the shares of our common stock must be sold in such jurisdictions only through registered or licensed brokers or dealers. In addition, in certain states the shares may not be sold unless the shares are registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and is complied with.

The anti-manipulation rules of Regulation M under the Exchange Act may apply to sales of the shares of our common stock pursuant to this prospectus and the applicable prospectus supplement and to the activities of the selling shareholder. In addition, we will make copies of this prospectus and the applicable prospectus supplement available to the selling shareholder for the purpose of satisfying the prospectus delivery requirements of the Securities Act. To the extent applicable, Regulation M may also restrict the ability of any person engaged in the distribution of the common stock to engage in market-making activities with respect to the common stock. All of the foregoing may affect the marketability of the common stock and the ability of any person or entity to engage in market-making activities with respect to the common stock.

There can be no assurance that the selling shareholder will sell any or all of the common stock registered pursuant to the registration statement of which this prospectus forms a part.

At the time a particular offering of the shares is made, an amendment or supplement to this prospectus will set forth the name of the selling shareholder, the aggregate amount of shares being offered and the terms of the offering, including, to the extent required, (1) the name or names of any underwriters, broker-dealers or agents, (2) any discounts, commissions and other terms constituting compensation from the selling shareholder and (3) any discounts, commissions or concessions allowed or reallocated to be paid to broker-dealers.

We have agreed to indemnify the selling shareholder against certain liabilities, including certain liabilities under the Securities Act. We expect to pay all reasonably incurred, out-of-pocket registration and filing fees, printing costs and fees and expenses of our and Jacobs' legal counsel, accountants and certain other service providers. It is expected that the debt-for-equity exchange parties, agents or underwriters will pay their own expenses in connection with the registration and sale of the shares of our common stock covered by this prospectus and the applicable prospectus supplement, and no such expenses will be paid for or reimbursed directly by us or Jacobs. Agents and underwriters may be entitled to indemnification by us and the selling shareholder against certain liabilities, including liabilities under the Securities Act, or to contribution with respect to payments which the agents or underwriters may be required to make in respect thereof.

Agents and underwriters and their respective affiliates may engage in transactions with, or perform services for us in the ordinary course of business for which they may receive customary fees and reimbursement of expenses.

The estimated offering expenses payable by us, in addition to any underwriting discounts and certain fees that will be paid by the selling shareholder, will be described in an amendment or supplement to this prospectus.

#### **Conflicts of Interest**

One or more debt-for-equity exchange parties (or one or more of their respective affiliates) would be the selling shareholder and either such debt-for-equity exchange parties or one or more of their respective affiliates would also act as an underwriter in such offering. Because the selling shareholder in any such offering would be an underwriter or an affiliate of an underwriter, if such selling shareholder receives 5% or more of the net proceeds of such offering, such selling shareholder (in its capacity as an underwriter) or such affiliate of such selling shareholder acting as an underwriter would be deemed to have a “conflict of interest” under FINRA Rule 5121. Accordingly, any such offering would be conducted in compliance with the requirements of Rule 5121. The appointment of a “qualified independent underwriter” would not be required in connection with any such offering because a “bona fide public market,” as defined in Rule 5121, exists for our common stock. In accordance with FINRA Rule 5121, any such underwriter with a conflict of interest would not confirm any sales to any account over which it exercises discretionary authority without the specific written approval of the transaction from the account holder.

## **CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES TO NON-U.S. HOLDERS**

The following discussion is a summary of certain U.S. federal income tax consequences to Non-U.S. Holders (as defined below) of the purchase, ownership and disposition of our common stock offered by this prospectus, but does not purport to be a complete analysis of all potential U.S. federal income tax effects.

The effects of other U.S. federal tax laws, such as estate and gift tax laws, and any applicable state, local or non-U.S. tax laws are not discussed. This discussion is based on the U.S. Internal Revenue Code of 1986, as amended, or the “Code”, Treasury Regulations promulgated thereunder, judicial decisions, and published rulings and administrative pronouncements of the U.S. Internal Revenue Service, or the “IRS”, in each case in effect as of the date hereof. These authorities may change or be subject to differing interpretations. Any such change or differing interpretation may be applied retroactively in a manner that could adversely affect a Non-U.S. Holder. We have not sought and will not seek any rulings from the IRS regarding the matters discussed below. There can be no assurance the IRS or a court will not take a contrary position to that discussed below regarding the tax consequences of the purchase, ownership and disposition of our common stock.

This discussion is limited to Non-U.S. Holders that acquire our common stock in this offering and hold it as a “capital asset” within the meaning of Section 1221 of the Code (generally, property held for investment). This discussion does not address all U.S. federal income tax consequences relevant to a Non-U.S. Holder’s particular circumstances, including the impact of the Medicare contribution tax on net investment income. In addition, it does not address consequences relevant to Non-U.S. Holders subject to special rules, including, without limitation:

- U.S. expatriates and former citizens or long-term residents of the United States;
- persons subject to the alternative minimum tax;
- persons holding our common stock as part of a hedge, straddle or other risk reduction strategy or as part of a conversion transaction or other integrated investment;
- banks, insurance companies, and other financial institutions;
- brokers, dealers or traders in securities or other persons that elect to use a mark-to-market method of accounting for their holdings in our common stock;
- “controlled foreign corporations,” “passive foreign investment companies,” and corporations that accumulate earnings to avoid U.S. federal income tax;
- partnerships or other entities or arrangements treated as partnerships for U.S. federal income tax purposes (and investors therein);
- tax-exempt entities or governmental entities;
- persons deemed to sell our common stock under the constructive sale provisions of the Code;
- persons who hold or receive our common stock pursuant to the exercise of any employee stock option or otherwise as compensation;
- tax-qualified retirement plans;
- “qualified foreign pension funds” as defined in Section 897(l)(2) of the Code and entities all of the interests of which are held by qualified foreign pension funds;
- persons that at any time own (or are deemed to own) or have (or are deemed to have) owned more than five percent (by vote or value) of our common stock (except to the extent specifically set forth below); and
- persons subject to special tax accounting rules as a result of any item of gross income with respect to the stock being taken into account in an applicable financial statement.



If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds our common stock, the tax treatment of a partner in such partnership will depend on the status of the partner, the activities of such partnership and certain determinations made at the partner level. Accordingly, partnerships considering an investment in our common stock and the partners in such partnerships should consult their tax advisors regarding the U.S. federal income tax consequences to them.

**THIS DISCUSSION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TAX ADVICE. INVESTORS SHOULD CONSULT THEIR TAX ADVISORS WITH RESPECT TO THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATIONS AS WELL AS ANY TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF OUR COMMON STOCK ARISING UNDER OTHER U.S. FEDERAL (INCLUDING ESTATE OR GIFT TAXES) TAX LAWS OR UNDER THE LAWS OF ANY STATE, LOCAL OR NON-U.S. TAXING JURISDICTION OR UNDER ANY APPLICABLE INCOME TAX TREATY.**

#### **Definition of a Non-U.S. Holder**

For purposes of this discussion, a “Non-U.S. Holder” is any beneficial owner of our common stock that is neither a “U.S. person” nor an entity or arrangement treated as a partnership for U.S. federal income tax purposes. A “U.S. person” is any person that, for U.S. federal income tax purposes, is or is treated as any of the following:

- an individual who is a citizen or resident of the United States;
- a corporation created or organized under the laws of the United States, any state thereof, or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income tax regardless of its source; or
- a trust that (1) is subject to the primary supervision of a U.S. court and the control of one or more “United States persons” (within the meaning of Section 7701(a)(30) of the Code), or (2) has a valid election in effect to be treated as a United States person for U.S. federal income tax purposes.

#### **Distributions**

Any distributions of cash or property (other than certain distributions of our stock) on our common stock will constitute dividends for U.S. federal income tax purposes to the extent paid from our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. Amounts not treated as dividends for U.S. federal income tax purposes (generally any portion of a distribution that exceeds our current and accumulated earnings and profits), will constitute a return of capital and first be applied against and reduce a Non-U.S. Holder’s adjusted tax basis in its common stock (determined separately with respect to each share of our common stock), but not below zero. Any excess will be treated as gain on the sale of our common stock as described below under “—Sale or Other Taxable Disposition.”

Subject to the discussion below on effectively connected income, dividends paid to a Non-U.S. Holder of our common stock will be subject to U.S. federal withholding tax at a rate of 30% of the gross amount of the dividends (or such lower rate specified by an applicable income tax treaty, provided the Non-U.S. Holder furnishes a valid IRS Form W-8BEN or W-8BEN-E (or other applicable documentation) certifying qualification for the lower treaty rate). A Non-U.S. Holder that does not timely furnish the required documentation, but qualifies for a reduced treaty rate, may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS. Non-U.S. Holders should consult their tax advisors regarding their entitlement to benefits under any applicable income tax treaty and the availability of a refund on any excess U.S. federal tax withheld.

If dividends paid to a Non-U.S. Holder are effectively connected with the Non-U.S. Holder’s conduct of a trade or business within the United States, unless an applicable income tax treaty provides otherwise, the Non-U.S. Holder will be exempt from the U.S. federal withholding tax described above. To claim the exemption, the Non-U.S. Holder generally must furnish to the applicable withholding agent a valid IRS Form W-8ECI (or a suitable successor or substitute form), certifying that the dividends are effectively connected with the Non-U.S. Holder’s conduct of a

trade or business within the United States. Unless an applicable income tax treaty provides otherwise, any such effectively connected dividends generally will be subject to U.S. federal income tax on a net income basis at the regular graduated rates applicable to United States persons. A Non-U.S. Holder that is a corporation also may be subject to a branch profits tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on such Non-U.S. Holder's effectively connected earnings and profits, as adjusted for certain items.

Non-U.S. Holders should consult their tax advisors regarding any applicable tax treaties that may provide for different rules.

The foregoing discussion is subject to the discussion below under "Information Reporting and Backup Withholding" and "Additional Withholding Tax on Payments Made to Foreign Accounts."

### **Sale or Other Taxable Disposition**

Subject to the discussion below under "Information Reporting and Backup Withholding" and "Additional Withholding Tax on Payments Made to Foreign Accounts", a Non-U.S. Holder will not be subject to U.S. federal income tax on any gain recognized upon the sale or other taxable disposition of our common stock unless:

- the gain is effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, the Non-U.S. Holder maintains a permanent establishment in the United States to which such gain is attributable);
- the Non-U.S. Holder is a nonresident alien individual present in the United States for 183 days or more during the taxable year of the disposition and certain other requirements are met; or
- our common stock constitutes a U.S. real property interest, or USRPI, by reason of our status as a U.S. real property holding corporation, or USRPHC, for U.S. federal income tax purposes.

Gain described in the first bullet point above generally will be subject to U.S. federal income tax on a net income basis at the regular graduated rates applicable to United States persons. A Non-U.S. Holder that is a corporation also may be subject to a branch profits tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on such Non-U.S. Holder's effectively connected earnings and profits, as adjusted for certain items.

Gain described in the second bullet point above will be subject to U.S. federal income tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty), which may be offset by certain U.S. source capital losses of the Non-U.S. Holder (even though the individual is not considered a resident of the United States), provided the Non-U.S. Holder has timely filed U.S. federal income tax returns with respect to such losses.

If our common stock constitutes a USRPI, a Non-U.S. Holder will be subject to U.S. federal income tax on any gain recognized upon the sale or other taxable disposition of our common stock on a net income basis at the regular graduated rates applicable to United States persons. Our common stock will constitute a USRPI if we have been a USRPHC for U.S. federal income tax purposes at any time within the shorter of (x) the five-year period preceding the Non-U.S. Holder's disposition of our common stock and (y) the Non-U.S. Holder's holding period for the shares of our common stock. We have not determined whether we are, or have ever been, a USRPHC. Even if we are or become a USRPHC, however, as long as our common stock is "regularly traded" (as defined by applicable Treasury Regulations) on an established securities market, such common stock will be treated as USRPI only if the Non-U.S. Holder actually or constructively hold more than 5% of our common stock at any time during the shorter of the five-year period preceding the Non-U.S. Holder's disposition of, or the Non-U.S. Holder's holding period for, our common stock so disposed.

Non-U.S. Holders should consult their tax advisors regarding potentially applicable income tax treaties that may provide for different rules.

## **Information Reporting and Backup Withholding**

Payments of dividends on our common stock will not be subject to backup withholding, provided the holder either certifies its non-U.S. status, such as by furnishing a valid IRS Form W-8BEN, W-8BEN-E, W-8ECI or other applicable IRS form, or otherwise establishes an exemption. However, information returns are required to be filed with the IRS in connection with any dividends on our common stock paid to the Non-U.S. Holder, regardless of whether any tax was actually withheld.

In addition, proceeds of the sale or other taxable disposition of our common stock within the United States or conducted through a non-U.S. office of a U.S. broker or a non-U.S. broker with specified connections to the United States generally will not be subject to backup withholding or information reporting, if the applicable withholding agent receives the certification described above. Proceeds of a disposition of our common stock conducted through a non-U.S. office of a non-U.S. broker without specified connections to the United States generally will not be subject to backup withholding or information reporting.

Copies of information returns that are filed with the IRS may also be made available under the provisions of an applicable treaty or agreement to the tax authorities of the country in which the Non-U.S. Holder resides or is established.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against a Non-U.S. Holder's U.S. federal income tax liability, provided the required information is timely furnished to the IRS.

## **Additional Withholding Tax on Payments Made to Foreign Accounts**

Withholding taxes may be imposed under Sections 1471 to 1474 of the Code and the rules and regulations promulgated thereunder (commonly referred to as the Foreign Account Tax Compliance Act, or FATCA) on certain types of payments made to non-U.S. financial institutions and certain other non-U.S. entities. Specifically, a 30% withholding tax may be imposed on dividends on, or (subject to the proposed Treasury Regulations discussed below) gross proceeds from the sale or other disposition of, shares of our common stock paid to a "foreign financial institution" or a "non-financial foreign entity" (each as defined in the Code), regardless of whether such recipient is acting as an intermediary or a beneficial owner, unless (1) the foreign financial institution undertakes certain diligence and reporting obligations, (2) the non-financial foreign entity either certifies it does not have any "substantial United States owners" (as defined in the Code) or furnishes identifying information regarding each substantial United States owner, or (3) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules. If the payee is a foreign financial institution and is subject to the diligence and reporting requirements in (1) above, it must enter into an agreement with the U.S. Department of the Treasury requiring, among other things, that it undertake to identify accounts held by certain "specified United States persons" or "United States owned foreign entities" (each as defined in the Code), annually report certain information about such accounts, and withhold 30% on certain payments to non-compliant foreign financial institutions and certain other account holders. Foreign financial institutions located in jurisdictions that have an intergovernmental agreement with the United States governing FATCA may be subject to different rules.

Under the applicable Treasury Regulations and administrative guidance, withholding under FATCA generally applies to payments of dividends on our common stock. Although withholding under FATCA would have applied also to payments of gross proceeds from the sale or other disposition of stock on or after January 1, 2019, proposed Treasury Regulations eliminate FATCA withholding on payments of gross proceeds entirely. Taxpayers generally may rely on these proposed Treasury Regulations until final Treasury Regulations are issued.

**Prospective investors should consult their tax advisors regarding the potential application of withholding under FATCA to their investment in our common stock.**

## **EXPERTS**

The consolidated financial statements of Amentum Holdings, Inc. appearing in Amentum Holdings, Inc.'s Annual Report (Form 10-K) for the year ended September 27, 2024 have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their report thereon, included therein, with certain information related to the change in reportable segments superseded by Amentum Holdings, Inc.'s Current Report (Form 8-K) dated March 7, 2025, which are incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

The combined balance sheets of the Critical Mission Solutions and the Cyber & Intelligence Businesses of Jacobs as of September 29, 2023 and September 30, 2022, and the related combined statements of operations, comprehensive income, equity and cash flows for each of the three fiscal years in the period ended September 29, 2023, including the related notes (collectively referred to as the "combined financial statements") incorporated by reference in this prospectus and the registration statement, have been audited by Ernst & Young LLP, an independent registered public accounting firm, as set forth in their report thereon, included therein, and incorporated herein by reference. Such combined financial statements are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in auditing and accounting.

## **LEGAL MATTERS**

The validity of the shares of our common stock offered hereby will be passed upon for us by Cravath, Swaine & Moore LLP. Jacobs is being represented in connection with any offering by Sullivan & Cromwell LLP. Certain legal matters in connection with any underwritten offering will be passed upon for the underwriters by Milbank LLP or such other counsel as is named in the applicable prospectus supplement.

## **WHERE YOU CAN FIND MORE INFORMATION**

We have filed a registration statement on Form S-1 with the SEC under the Securities Act. This prospectus is part of the registration statement but the registration statement includes additional information and exhibits. We file annual, quarterly and current reports and other information with the SEC. The SEC maintains a website that contains reports, proxy and information statements and other information about issuers, such as us, who file electronically with the SEC. The address of that website is [www.sec.gov](http://www.sec.gov). Our SEC filings are also available to the public free of charge on the investor relations portion of our website located at <https://www.amentum.com>. Information on our website or the SEC's website is not incorporated by reference herein and is not otherwise intended to be part of this prospectus, except as expressly described under "Incorporation by Reference."

## INCORPORATION BY REFERENCE

We “incorporate by reference” into this prospectus certain information we have filed with the SEC. This means that we disclose important information by referring you to those documents. The information incorporated by reference is considered to be a part of this prospectus. Unless specifically listed below, the information contained on the SEC website is not intended to be incorporated by reference in this prospectus and you should not consider that information a part of this prospectus. We incorporate by reference the documents listed below (other than any portions of such documents that are not deemed “filed” under the Exchange Act in accordance with the Exchange Act and applicable SEC rules):

- our Annual Report on [Form 10-K](#) for the fiscal year ended September 27, 2024, filed with the SEC on December 17, 2024;
- our Quarterly Report on [Form 10-Q](#) for the quarterly period ended December 27, 2024, filed with the SEC on February 5, 2025;
- the audited combined financial statements and unaudited condensed combined financial statements of the Critical Missions Solutions and Cyber & Intelligence Businesses of Jacobs and related notes thereto and reports thereon included in pages F-2 through F-51 of Exhibit 99.1 of [Amendment No. 4](#) to our effective Registration Statement on Form 10, filed with the SEC on September 13, 2024;
- the portions of our [Definitive Proxy Statement on Schedule 14A](#), filed with the SEC on January 21, 2025, that are incorporated by reference into our 2024 Annual Report on [Form 10-K](#) for the year ended September 27, 2024; and
- our Current Reports on Form 8-K filed with the SEC on [October 3, 2024 \(two filings\)](#), [November 13, 2024](#), [January 30, 2025](#) and [March 7, 2027 \(three filings\)](#) (other than, in each case, any portions of such documents that are not deemed “filed” under the Exchange Act in accordance with the Exchange Act and applicable SEC rules).

Any information contained in this prospectus or in any document incorporated by reference in this prospectus will be deemed to be modified or superseded to the extent that a statement contained in any prospectus supplement or free writing prospectus provided to you by us modifies or supersedes the original statement.

The reports and documents incorporated by reference into this prospectus are available to the public free of charge on the investor relations portion of our website located at <https://www.amentum.com>. The information contained on our website is not intended to be incorporated by reference in this prospectus and you should not consider that information a part of this prospectus.

We also hereby undertake to provide without charge to each person, including any beneficial owner, to whom a copy of this prospectus is delivered, upon written or oral request of any such person, a copy of any and all of the reports or documents that has been incorporated by reference in this prospectus, other than exhibits to such documents, unless such exhibits have been specifically incorporated by reference thereto. Requests for such copies should be directed to our Investor Relations department, at the following address or telephone number:

Amentum Holdings, Inc.  
Attention: Investor Relations  
4800 Westfields Blvd., Suite #400  
Chantilly, Virginia 20151  
(703) 579-0410

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**Up to 19,464,174 Shares**  
**AMENTUM HOLDINGS, INC.**  
**Common Stock**



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**PROSPECTUS**

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## PART II

### INFORMATION NOT REQUIRED IN PROSPECTUS

#### Item 13. Other Expenses of Issuance and Distribution.

The following is a statement of estimated expenses in connection with the offering described in this registration statement. All expenses incurred with respect to the registration of the common stock will be borne by us. All amounts are estimates except the SEC registration fee.

	Amount to be Paid
SEC Registration Fee	\$ 55,278
Printing Expenses*	\$ 30,000
Legal Fees and Expenses*	\$ 1,600,000
Accounting Fees and Expenses*	\$ 460,000
Miscellaneous Expenses*	\$ 2,000
Total	\$ 2,147,278

\* Estimated solely for the purpose of this Item. Actual expenses may vary.

#### Item 14. Indemnification of Directors and Officers.

Delaware law authorizes corporations to limit or eliminate the personal liability of directors and officers to corporations and their shareholders for monetary damages for breaches of directors' and officers' fiduciary duties as directors or officers, as applicable, and our amended and restated certificate of incorporation includes provisions that limit the personal liability of our directors and officers, to the fullest extent permitted by the DGCL, for monetary damages for breach of their fiduciary duties as directors or officers. Such limitations do not apply to (i) any breach of a director or officer's duty of loyalty to us or our shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) a director for any unlawful payment of a dividend or unlawful stock repurchase or redemption, pursuant to Section 174 of the DGCL, (iv) any transaction from which such director or officer derived an improper personal benefit or (v) an officer in any action by or in the right of the corporation. These provisions have no effect on the availability of equitable remedies such as an injunction or rescission based on a director's breach of his or her duty of care. Any amendment to, or repeal of, these provisions will not eliminate or reduce the effect of these provisions in respect of any act, omission or claim that occurred or arose prior to that amendment or repeal.

In addition, our amended and restated bylaws provide for indemnification, to the fullest extent permitted by the DGCL, of any person made or threatened to be made a party to any action, suit or proceeding by reason of the fact that such person is or was a director or officer of Amentum, or, while a director or officer of Amentum, at the request of Amentum, serves or served as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or any other enterprise, against all expenses, liabilities and other losses reasonably incurred in connection with the defense or settlement of such action, suit or proceeding. Our bylaws also provide that we must indemnify and advance expenses to our directors and officers, subject to our receipt of an undertaking from the indemnified party as may be required under the DGCL.

In addition, we have entered into indemnification agreements with each of our directors pursuant to which we have agreed to indemnify each such director to the fullest extent permitted by the DGCL.

The limitation of liability and indemnification provisions included in our amended and restated certificate of incorporation, amended and restated bylaws and in indemnification agreements that we entered into with our directors may discourage shareholders from bringing a lawsuit against our directors and executive officers for breach of their fiduciary duties. These provisions may also have the effect of reducing the likelihood of derivative litigation against our directors and officers, even though such an action, if successful, might otherwise benefit us and our shareholders. However, these provisions do not limit or eliminate our rights, or those of any shareholder, to seek

non-monetary relief such as an injunction or rescission in the event of a breach of a director's duty of care. The provisions do not alter the liability of directors under the federal securities laws. In addition, your investment may be adversely affected to the extent that, in a class action or direct suit, we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions. There is currently no pending material litigation or proceeding against any of our directors, officers, or employees for which indemnification is sought.

We currently maintain insurance policies which, within the limits and subject to the terms and conditions thereof, covers certain expenses and liabilities that may be incurred by directors and officers in connection with proceedings that may be brought against them as a result of an act or omission committed or suffered while acting as a director or officer of Amentum.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, we have been informed that in the opinion of the SEC such indemnification is against public policy and is therefore unenforceable.

**Item 15. Recent Sales of Unregistered Securities.**

On November 17, 2023, we issued 100 shares of our common stock, \$0.01 par value per share, to a subsidiary of Jacobs pursuant to Section 4(a)(2) of the Securities Act. We did not register the issuance of the issued shares under the Securities Act because such issuance did not constitute a public offering.

**Item 16. Exhibits and Financial Statement Schedules.**

(a) Exhibits

The exhibits to the registration statement are listed in the Exhibit Index to this registration statement and are incorporated herein by reference.

(b) Financial statement schedules

All schedules have been omitted because either they are not required, are not applicable or the information is otherwise set forth in the financial statements and related notes thereto incorporated by reference herein.

**Item 17. Undertakings.**

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

- (i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;
- (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.



- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (4) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:
  - (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
  - (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
  - (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
  - (iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.
- (5) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b) (1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.
- (6) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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

## EXHIBIT INDEX

Exhibit No.	Description	Incorporated by Reference		
		Form	Filing Date	Exhibit No.
1.1	<a href="#"><u>Form of Underwriting Agreement.</u></a>			
2.1	<a href="#"><u>Agreement and Plan of Merger, dated November 20, 2023, by and among Jacobs Solutions Inc., Amazon Holdco Inc., Amentum Parent Holdings LLC and Amentum Joint Venture LP.</u></a>	10	September 13, 2024	2.1
2.2	<a href="#"><u>Amendment to Agreement and Plan of Merger, dated August 26, 2024, by and among Jacobs Solutions Inc., Amazon Holdco Inc., Amentum Parent Holdings LLC and Amentum Joint Venture LP.</u></a>	10	September 13, 2024	2.2
2.3	<a href="#"><u>Separation and Distribution Agreement, dated November 20, 2023, by and among Jacobs Solutions Inc., Amazon Holdco Inc., Amentum Parent Holdings LLC and Amentum Joint Venture LP.</u></a>	10	September 13, 2024	2.3
3.1	<a href="#"><u>Amended and Restated Certificate of Incorporation of Amentum Holdings, Inc.</u></a>	8-K	October 3, 2024	3.1
3.2	<a href="#"><u>Amended and Restated By-laws of Amentum Holdings, Inc.</u></a>	8-K	October 3, 2024	3.2
4.1	<a href="#"><u>Indenture, dated as of August 13, 2024, between Amentum Escrow Corporation and U.S. Bank Trust Company, National Association, as trustee.</u></a>	8-K/A	October 3, 2024	4.1
4.2	<a href="#"><u>Form of 7.250% Senior Note due 2032 (included in Exhibit 4.1).</u></a>	8-K/A	October 3, 2024	4.2
4.3	<a href="#"><u>First Supplemental Indenture, dated as of September 27, 2024, between the guarantors party thereto and U.S. Bank Trust Company, National Association, as trustee.</u></a>	8-K/A	October 3, 2024	4.3
4.4	<a href="#"><u>Second Supplemental Indenture, dated as of September 27, 2024, between Amazon Holdco Inc. and U.S. Bank Trust Company, National Association, as trustee.</u></a>	8-K/A	October 3, 2024	4.4
4.5	<a href="#"><u>Third Supplemental Indenture, dated as of December 10, 2024, between Amentum Holdings, Inc. and U.S. Bank Trust Company, National Association, as trustee.</u></a>	10-Q	February 5, 2025	4.1
5.1	<a href="#"><u>Opinion of Cravath, Swaine &amp; Moore LLP.</u></a>			
10.1	<a href="#"><u>Credit Agreement, dated as of September 27, 2024, by and among Amentum Holdings, Inc. (as successor in interest to Amentum Parent Holdings LLC), the borrowing subsidiaries from time to time party thereto, the lenders from time to time party hereto and JPMorgan Chase Bank, N.A., as administrative agent.</u></a>	8-K/A	October 3, 2024	10.1
10.2	<a href="#"><u>Transition Services Agreement by and between Jacobs Solutions Inc. and Amazon Holdco Inc.</u></a>	8-K	October 3, 2024	10.2
10.3	<a href="#"><u>Project Services Agreement by and between Jacobs Solutions Inc. and Amazon Holdco Inc.</u></a>	8-K	October 3, 2024	10.3
10.4	<a href="#"><u>Tax Matters Agreement by and between Jacobs Solutions Inc., Amazon Holdco Inc., Amentum Parents Holdings LLC and Amentum Joint Venture LP.</u></a>	8-K	October 3, 2024	10.4
10.5	<a href="#"><u>Registration Rights Agreement by and between Amazon Holdco Inc. and Jacobs Solutions Inc.</u></a>	8-K	October 3, 2024	10.5

Exhibit No.	Description	Incorporated by Reference		
		Form	Filing Date	Exhibit No.
10.6	<a href="#">Stockholders Agreement by and between Amazon Holdco Inc. and Amentum Joint Venture LP.</a>	8-K	October 3, 2024	10.6
10.7	<a href="#">Form of Indemnification Agreement.</a>	8-K	October 3, 2024	10.7
10.8	<a href="#">Amentum Holdings, Inc. 2024 Stock Incentive Plan *</a>	8-K	October 3, 2024	10.8
10.9	<a href="#">Amentum Holdings, Inc. Employee Stock Purchase Plan *</a>	8-K	October 3, 2024	10.9
10.10	<a href="#">Jacobs Technology Inc. Executive Deferral Plan *</a>	8-K	October 3, 2024	10.10
10.11	<a href="#">Amentum Holdings, Inc. Severance Plan for Key Employees *</a>	8-K	November 13, 2024	10.1
10.12	<a href="#">Form of Restricted Stock Unit Award Agreement for grants under the Amentum Holdings, Inc. 2024 Stock Incentive Plan *</a>	8-K	November 13, 2024	10.2
10.13	<a href="#">Form of Non-Employee Director Restricted Stock Unit Award Agreement for grants under the Amentum Holdings, Inc. 2024 Stock Incentive Plan *</a>	8-K	November 13, 2024	10.3
10.14	<a href="#">Form of Performance Share Unit Award Agreement for grants under the Amentum Holdings, Inc. 2024 Stock Incentive Plan *</a>	8-K	November 13, 2024	10.4
10.15	<a href="#">Employment Agreement by and between Steven J. Demetriou and Amentum Holdings, Inc. *</a>	8-K	November 13, 2024	10.5
10.16	<a href="#">Employment Agreement by and between John E. Heller and Amentum Holdings, Inc. *</a>	8-K	November 13, 2024	10.6
10.17	<a href="#">Employment Agreement by and between Travis B. Johnson and Amentum Holdings, Inc. *</a>	8-K	November 13, 2024	10.7
10.18	<a href="#">Employment Agreement by and between Stephen Arnette and Amentum Holdings, Inc. *</a>	8-K	November 13, 2024	10.8
10.19	<a href="#">Employee Matters Agreement, dated November 20, 2023, by and among Jacobs Solutions Inc., Amazon Holdco Inc. and Amentum Parent Holdings LLC.</a>	10	September 13, 2024	10.1
21.1	<a href="#">Subsidiaries of the Registrant.</a>			
23.1	<a href="#">Consent of Ernst &amp; Young LLP, independent registered public accounting firm for Amentum Holdings, Inc.</a>			
23.2	<a href="#">Consent of Ernst &amp; Young LLP, independent registered public accounting firm for Critical Missions Solutions and Cyber &amp; Intelligence Businesses.</a>			
23.3	<a href="#">Consent of Cravath, Swaine &amp; Moore LLP (included in Exhibit 5.1).</a>			
24.1	<a href="#">Power of Attorney (contained on signature page hereto).</a>			
107	<a href="#">Filing Fee Table.</a>			

\* Denotes a management contract, compensatory plan, or arrangement.

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the County of Fairfax, Commonwealth of Virginia, on March 10, 2025.

AMENTUM HOLDINGS, INC.,

By /s/ Travis B. Johnson

Name: Travis B. Johnson

Title: Chief Financial Officer

## POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each director whose signature appears below constitutes and appoints Travis B. Johnson and Paul W. Cobb, Jr., and each of them, his or her true and lawful attorney-in-fact and agent, acting alone, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement, including post-effective amendments and registration statements filed pursuant to Rule 462(b) and otherwise, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the SEC, granting unto said attorney-in-fact full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as such person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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

Signature	Title	Date
/s/ John Heller	Chief Executive Officer and Director (Principal Executive Officer)	March 10, 2025
John Heller		
/s/ Travis B. Johnson	Chief Financial Officer and Chief Accounting Officer (Principal Financial Officer and Principal Accounting Officer)	March 10, 2025
Travis B. Johnson		
/s/ Steven J. Demetriou	Executive Chair and Director	March 10, 2025
Steven J. Demetriou		
/s/ Benjamin Dickson	Director	March 10, 2025
Benjamin Dickson		
/s/ Vincent K. Brooks	Director	March 10, 2025
General Vincent K. Brooks		
/s/ Ralph E. Eberhart	Director	March 10, 2025
General Ralph E. Eberhart		
/s/ Alan E. Goldberg	Director	March 10, 2025
Alan E. Goldberg		
/s/ S. Leslie Ireland	Director	March 10, 2025
S. Leslie Ireland		
/s/ Barbara L. Loughran	Director	March 10, 2025
Barbara L. Loughran		
/s/ Sandra E. Rowland	Director	March 10, 2025
Sandra E. Rowland		
/s/ Christopher M.T. Thompson	Director	March 10, 2025
Christopher M.T. Thompson		
/s/ Russell Triedman	Director	March 10, 2025
Russell Triedman		
/s/ John Vollmer	Director	March 10, 2025
John Vollmer		
/s/ Connor Wentzell	Director	March 10, 2025
Connor Wentzell		

**Calculation of Filing Fee Tables**

**Form S-1**  
(Form Type)

**Amentum Holdings, Inc.**  
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered and Carry Forward Securities

	Security Type	Security Class Title	Fee Calculation or Carry Forward Rule	Amount Registered <sup>(1)</sup>	Proposed Maximum Offering Price Per Unit <sup>(2)</sup>	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
<b>Fees to Be Paid</b>	Equity	Common stock, par value \$0.01 per share (“Common Stock”)	457(a) and 457(c)	19,464,174	\$18.55	\$361,060,427.70	0.0001531	\$55,278.35
<b>Fees Previously Paid</b>								
	<b>Total Offering Amounts</b>					\$361,060,427.70		\$55,278.35
	<b>Total Fees Previously Paid</b>							\$0
	<b>Total Fee Offsets</b>							\$0
	<b>Net Fee Due</b>							\$55,278.35

- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the “Securities Act”), this registration statement also covers such indeterminable number of additional shares of Common Stock as may become issuable to prevent dilution in the event of stock splits, stock dividends, or similar transactions.
- (2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) under the Securities Act based on the average of the high and low prices of a share of common stock on The New York Stock Exchange on March 6, 2025, which was \$18.55.

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Amentum Holdings, Inc.

(Delaware corporation)

[●] Shares of Common Stock

UNDERWRITING AGREEMENT

Dated: [●], 2025

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Amentum Holdings, Inc.

(Delaware corporation)

[●] Shares of Common Stock

## UNDERWRITING AGREEMENT

[●], 2025

BofA Securities, Inc.

as Representative of the several Underwriters

**c/o BofA Securities, Inc.**

One Bryant Park

New York, New York 10036

Ladies and Gentlemen:

BofA Securities, Inc. (in its capacity as selling shareholder, the “Selling Shareholder”) confirms its agreement with BofA Securities, Inc. (in its capacity as underwriter, “BofA”) and each of the other Underwriters named in Schedule A hereto (collectively, the “Underwriters,” which term shall also include any underwriter substituted as hereinafter provided in Section 10 hereof), for whom BofA is acting as representative (in such capacity, the “Representative”), with respect to the sale by the Selling Shareholder, and the purchase by the Underwriters, acting severally and not jointly, of the respective numbers of shares of Common Stock, par value \$0.01 per share (“Common Stock”) of Amentum Holdings, Inc., a Delaware corporation (the “Company”), set forth in Schedule A and Schedule B hereto. The aforesaid [●] shares of Common Stock to be purchased by the Underwriters are herein called, collectively, the “Securities.”

The Company and the Selling Shareholder understand that the Underwriters propose to make a public offering of the Securities as soon as the Representative deems advisable after this Underwriting Agreement (this “Agreement”) has been executed and delivered.

Following the execution of this Agreement, Jacobs Engineering Group Inc., a Delaware corporation (“Jacobs”), is expected to enter into an exchange agreement (the “Exchange Agreement” and, together with this Agreement, the “Transaction Documents”) with Bank of America, N.A. (“BANA”), pursuant to which Jacobs would transfer and deliver the Securities to the Selling Shareholder, at the direction of BANA, in satisfaction of certain indebtedness of Jacobs held by BANA on the date hereof (the “Exchange”). Jacobs has no obligation to, and may in its sole discretion and without any liability to the parties hereto, decide not to, enter into the Exchange Agreement or transfer the Securities to the Selling Shareholder.

The Company has filed with the Securities and Exchange Commission (the “Commission”) a registration statement on Form S-1 (No. 333-[●]), including the related preliminary prospectus or prospectuses, covering the registration of the sale of the Securities under the Securities Act of 1933, as amended (the “1933 Act”). Promptly after execution and delivery of this Agreement, the Company will prepare and file a prospectus in accordance with the provisions of Rule 430A (“Rule 430A”) of the rules and regulations of the Commission under the 1933 Act (the “1933 Act Regulations”) and Rule 424(b)

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("Rule 424(b)") of the 1933 Act Regulations. The information included in such prospectus that was omitted from such registration statement at the time it became effective but that is deemed to be part of such registration statement at the time it became effective pursuant to Rule 430A(b) is herein called the "Rule 430A Information." Such registration statement, including the amendments thereto, the exhibits thereto and any schedules thereto, and the documents incorporated by reference therein pursuant to Item 12 of Form S-1 under the 1933 Act, at the time it became effective, and including the Rule 430A Information, is herein called the "Registration Statement." Any registration statement filed pursuant to Rule 462(b) of the 1933 Act Regulations is herein called the "Rule 462(b) Registration Statement" and, after such filing, the term "Registration Statement" shall include the Rule 462(b) Registration Statement. Each prospectus used prior to the effectiveness of the Registration Statement, and each prospectus that omitted the Rule 430A Information that was used after such effectiveness and prior to the execution and delivery of this Agreement, including the documents incorporated by reference therein pursuant to Item 12 of Form S-1 under the 1933 Act, is herein called a "preliminary prospectus." The final prospectus, in the form first furnished to the Underwriters for use in connection with the offering of the Securities, including the documents incorporated by reference therein pursuant to Item 12 of Form S-1 under the 1933 Act, is herein called the "Prospectus." For purposes of this Agreement, all references to the Registration Statement, any preliminary prospectus, the Prospectus or any amendment or supplement to any of the foregoing shall be deemed to include the copy filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval system or any successor system ("EDGAR").

As used in this Agreement:

"Applicable Time" means [●] [P./A].M., New York City time, on [●], 2025 or such other time as agreed by the Company and the Representative.

"General Disclosure Package" means any Issuer General Use Free Writing Prospectuses issued at or prior to the Applicable Time, the most recent preliminary prospectus (including any documents incorporated therein by reference) that is distributed to investors prior to the Applicable Time and the information included on Schedule C-1 hereto, all considered together.

"Issuer Free Writing Prospectus" means any "issuer free writing prospectus," as defined in Rule 433 of the 1933 Act Regulations ("Rule 433"), including without limitation any "free writing prospectus" (as defined in Rule 405 of the 1933 Act Regulations ("Rule 405")) relating to the Securities that is (i) required to be filed with the Commission by the Company, (ii) a "road show that is a written communication" within the meaning of Rule 433(d)(8)(i), whether or not required to be filed with the Commission, or (iii) exempt from filing with the Commission pursuant to Rule 433(d)(5)(i) because it contains a description of the Securities or of the offering that does not reflect the final terms, in each case in the form filed or required to be filed with the Commission or, if not required to be filed, in the form retained in the Company's records pursuant to Rule 433(g).

"Issuer General Use Free Writing Prospectus" means any Issuer Free Writing Prospectus that is intended for general distribution to prospective investors (other than a "*bona fide* electronic road show," as defined in Rule 433), as evidenced by its being specified in Schedule C-2 hereto.

"Issuer Limited Use Free Writing Prospectus" means any Issuer Free Writing Prospectus that is not an Issuer General Use Free Writing Prospectus.

“Registration Rights Agreement” means the Registration Rights Agreement, dated as of September 27, 2024, between the Company and Jacobs Solutions Inc.

“SpinCo Business” means Jacobs’ Critical Mission Solutions business and portions of Jacobs’ Divergent Solutions business transferred to Amentum on September 27, 2024.

All references in this Agreement to financial statements and schedules and other information which is “contained,” “included” or “stated” in the Registration Statement, any preliminary prospectus or the Prospectus (or other references of like import) shall include all such financial statements and schedules and other information which is incorporated by reference in or otherwise deemed by 1933 Act Regulations to be a part of or included in the Registration Statement, any preliminary prospectus or the Prospectus, as the case may be, prior to the execution and delivery of this Agreement; and all references in this Agreement to amendments or supplements to the Registration Statement, any preliminary prospectus or the Prospectus shall include the filing of any document under the Securities Exchange Act of 1934, as amended (the “1934 Act”), which is incorporated by reference in or otherwise deemed by 1933 Act Regulations to be a part of or included in the Registration Statement, such preliminary prospectus or the Prospectus, as the case may be, at or after the execution and delivery of this Agreement.

#### SECTION 1. Representations and Warranties.

(a) *Representations and Warranties by the Company.* The Company represents and warrants to each Underwriter as of the Applicable Time and the Closing Time (as defined below), and agrees with each Underwriter, as follows (it being understood that all representations and warranties with respect to Amazon Holdco Inc. and its subsidiaries or the SpinCo Business, in each case prior to the closing of the RMT Transaction (as defined in the Prospectus), are made to the knowledge of the Company):

(i) Registration Statement and Prospectuses. Each of the Registration Statement and any amendment thereto has become effective under the 1933 Act. No stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto has been issued under the 1933 Act, no order preventing or suspending the use of any preliminary prospectus or the Prospectus has been issued and no proceedings for any of those purposes have been instituted or are pending or, to the Company’s knowledge, contemplated. The Company has complied with each request (if any) from the Commission for additional information.

Each of the Registration Statement and any post-effective amendment thereto, at the time it became effective, the Applicable Time, the Closing Time and any Date of Delivery complied and will comply in all material respects with the applicable requirements of the 1933 Act and the 1933 Act Regulations. Each preliminary prospectus, the Prospectus and any amendment or supplement thereto, at the time each was filed with the Commission, and, in each case, at the Applicable Time, the Closing Time and any Date of Delivery complied and will comply in all material respects with the applicable requirements of the 1933 Act and the 1933 Act Regulations. Each preliminary prospectus delivered to the Underwriters for use in connection with this offering of the Securities and the Prospectus was or will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

The documents incorporated or deemed to be incorporated by reference in the Registration Statement, any preliminary prospectus and the Prospectus, at the time they were or hereafter are filed with the Commission, complied and will comply in all material respects with

the applicable requirements of the 1934 Act and the rules and regulations of the Commission under the 1934 Act (the “1934 Act Regulations”).

(ii) Accurate Disclosure. Neither the Registration Statement nor any amendment thereto, at its effective time, at the Applicable Time, or at the Closing Time, contained, contains or will contain an untrue statement of a material fact or omitted, omits or will omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. At the Applicable Time and any Date of Delivery, neither (A) the General Disclosure Package nor (B) any individual Issuer Limited Use Free Writing Prospectus, when considered together with the General Disclosure Package, included, includes or will include an untrue statement of a material fact or omitted, omits or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. Neither the Prospectus nor any amendment or supplement thereto, as of its issue date, at the time of any filing with the Commission pursuant to Rule 424(b), or at the Closing Time, included, includes or will include an untrue statement of a material fact or omitted, omits or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The documents incorporated or deemed to be incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus, at the time the Registration Statement became effective or when such documents incorporated by reference were filed with the Commission, as the case may be, when read together with the other information in the Registration Statement, the General Disclosure Package or the Prospectus, as the case may be, did not and will not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

The representations and warranties in this subsection shall not apply to statements in or omissions from the Registration Statement (or any amendment thereto), the General Disclosure Package or the Prospectus (or any amendment or supplement thereto) made in reliance upon and in conformity with (a) written information furnished to the Company by any Underwriter through the Representative expressly for use therein (the “Underwriter Information”), (b) the Jacobs Information (as defined below) or (c) the Selling Shareholder Information (as defined below). For purposes of this Agreement, the only Underwriter Information shall be the information in the first paragraph under the heading “Underwriting–Commissions and Discounts,” the information in the second, third and fourth paragraphs under the heading “Underwriting–Price Stabilization, Short Positions and Penalty Bids” and the information under the heading “Underwriting–Electronic Offer, Sale and Distribution of Shares” in each case contained in the Prospectus.

(iii) Incorporation of Documents by Reference. The Company meets the requirements to incorporate documents by reference in the Registration Statement pursuant to General Instruction VII to Form S-1 under the 1933 Act and the 1933 Act Regulations.

(iv) Company Not Ineligible Issuer. At the time of filing the Registration Statement and any post-effective amendment thereto, at the earliest time thereafter that the Company or another offering participant made a *bona fide* offer (within the meaning of Rule 164(h) (2) of the 1933 Act Regulations) of the Securities and at the date hereof, the Company was not and is not an “ineligible issuer,” as defined in Rule 405, without taking into account of any determination by the Commission pursuant to Rule 405 that it is not necessary that the Company be considered an ineligible issuer.

(v) Independent Accountants.

(a) Ernst & Young LLP, which has certified certain consolidated financial statements of the Company, is an independent registered public accounting firm with respect to the Company and its subsidiaries within the applicable rules and regulations adopted by the Commission and auditing standards generally accepted in the United States and as required by the 1933 Act, the 1933 Act Regulations and the Public Company Accounting Oversight Board.

(b) To the knowledge of the Company, Ernst & Young LLP, which has certified certain combined financial statements of the SpinCo Business, is an independent registered public accounting firm with respect to the SpinCo Business within the applicable rules and regulations adopted by the Commission and auditing standards generally accepted in the United States and as required by the 1933 Act, the 1933 Act Regulations and the Public Company Accounting Oversight Board.

(vi) Financial Statements; Non-GAAP Financial Measures.

(a) The financial statements (including the related notes thereto) of the Company and its consolidated subsidiaries included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus present fairly in all material respects the financial position of the Company and its consolidated subsidiaries, as applicable, as of the dates indicated and the results of their operations and the changes in their cash flows for the periods specified; such financial statements have been prepared in conformity with generally accepted accounting principles (“GAAP”) in the United States applied on a consistent basis throughout the periods covered thereby. The interactive data in eXtensible Business Reporting Language incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus fairly presents the information called for in all material respects and has been prepared in accordance with the Commission’s rules and guidelines applicable thereto.

(b) The pro forma condensed combined financial information and the related notes thereto included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus has been prepared in accordance with Article 11 of Regulation S-X and the assumptions underlying such pro forma financial information are reasonable and are set forth in the Registration Statement, the General Disclosure Package and the Prospectus.

(c) The financial statements of the SpinCo Business included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus present fairly in all material respects the financial position of the SpinCo Business as of the dates indicated and the results of their operations and the changes in their cash flows for the periods specified; such financial statements have been prepared in conformity with GAAP in the United States applied on a consistent basis throughout the periods covered thereby. The summary financial information and any other financial information of the SpinCo Business included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus present fairly in all material respects the information shown therein and have been compiled on a basis consistent with that of the audited financial statements or unaudited financial statements, as applicable, of the SpinCo Business included therein, except as disclosed therein.

(d) The other financial information included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus has been derived from the accounting records of (i) the Company and its consolidated subsidiaries or (ii) the SpinCo Business, as the case may be, and presents fairly in all material respects the information shown thereby. All disclosures contained in or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus regarding “non-GAAP financial measures” (as such term is defined by the rules and regulations of the Commission) comply in all material respects with Regulation G of the 1934 Act and Item 10 of Regulation S-K of the 1933 Act, to the extent applicable.

(vii) No Material Adverse Change in Business. Since the date of the most recent financial statements of the Company included in the Registration Statement, the General Disclosure Package and the Prospectus, (i) there has not been any material change in the short-term debt or long-term debt of the Company, or any of its subsidiaries taken as a whole, or any material adverse change, or any development involving a prospective material adverse change, in or affecting the business, properties, management, financial position, stockholders’ equity, results of operations or prospects of the Company and its subsidiaries taken as a whole; (ii) neither the Company nor any of its subsidiaries have entered into any transaction or agreement (not in the ordinary course of business) that is material to the Company and its subsidiaries taken as a whole or incurred any liability or obligation, direct or contingent, that is material to the Company and its subsidiaries taken as a whole; and (iii) neither the Company nor any of its subsidiaries has sustained any loss or interference with its business that is material to the Company and its subsidiaries taken as a whole and that is either from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor disturbance or dispute or any action, order or decree of any court or arbitrator or governmental or regulatory authority, except in the case of each of clauses (i), (ii) and (iii), as otherwise disclosed in or contemplated by the Registration Statement, the General Disclosure Package and the Prospectus.

(viii) Good Standing of the Company. The Company and each subsidiary of the Company has been duly organized and is validly existing and in good standing under the laws of its jurisdiction of organization, is duly qualified to do business and is in good standing in each jurisdiction in which its ownership or lease of property or the conduct of its businesses requires such qualification, and has all power and authority necessary to own or hold its properties and to conduct the businesses in which it is engaged, except where (A) in the case of each subsidiary of the Company, the failure to be so organized and validly existing or (B) in the case of the Company and each subsidiary of the Company, the failure to be so qualified, in good standing or have such power or authority would not reasonably be expected, individually or in the aggregate, to have a material adverse effect on the business, properties, management, financial position, stockholders’ equity, results of operations or prospects of the Company and its subsidiaries taken as a whole or on the performance by the Company of its obligations under this Agreement and the Securities (a “Material Adverse Effect”).

(ix) Capitalization. The authorized, issued and outstanding shares of capital stock of the Company are as set forth in the Registration Statement, the General Disclosure Package and the Prospectus (except for subsequent issuances, if any, pursuant to this Agreement, pursuant to reservations, agreements or employee benefit plans referred to in the Registration Statement, the General Disclosure Package and the Prospectus or pursuant to the exercise of convertible securities or options referred to in the Registration Statement, the General Disclosure Package and the Prospectus). The outstanding shares of capital stock of the Company, including the

Securities to be purchased by the Underwriters from the Selling Shareholder, have been duly authorized and validly issued and are fully paid and non-assessable. None of the outstanding shares of capital stock of the Company, including the Securities to be purchased by the Underwriters from the Selling Shareholder, were issued in violation of the preemptive or other similar rights of any securityholder of the Company, (which, for the avoidance of doubt, shall not include preemptive or other similar rights that were duly and validly waived).

(x) Authorization of Agreement. This Agreement has been duly authorized, executed and delivered by the Company.

(xi) Authorization and Description of Securities. The Common Stock conforms in all material respects to all statements relating thereto contained in the Registration Statement, the General Disclosure Package and the Prospectus and such description conforms in all material respects to the rights set forth in the instruments defining the same. No holder of Securities will be subject to personal liability by reason of being such a holder.

(xii) Registration Rights. There are no persons with registration rights or other similar rights to have any securities registered for sale pursuant to the Registration Statement or otherwise registered for sale or sold by the Company under the 1933 Act pursuant to this Agreement, other than those rights that have been disclosed in the Registration Statement, the General Disclosure Package and the Prospectus and have been waived.

(xiii) Absence of Violations, Defaults and Conflicts. None of the Company or any of its subsidiaries is (i) in violation of its charter or by-laws or similar organizational documents; (ii) in default, and no event has occurred that, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or its subsidiaries is bound or to which any property or asset of the Company or any of its subsidiaries is subject; or (iii) in violation of any law or statute applicable to the Company or any of its subsidiaries, or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority having jurisdiction over the Company or its subsidiaries (each, a "Governmental Entity"), except, in the case of clauses (ii) and (iii) above and, solely with respect to the subsidiaries of the Company, clause (i) above, for any such default or violation that would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect. The execution, delivery and performance by the Company of this Agreement, the sale of the Securities, and the consummation of the transactions contemplated by the Transaction Documents will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, result in the termination, modification or acceleration of, or result in the creation or imposition of any lien, charge or encumbrance upon any property, right or asset of the Company or any of its subsidiaries pursuant to, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any property, right or asset of the Company or any of its subsidiaries is subject, (ii) result in any violation of the provisions of the charter or by-laws or similar organizational documents of the Company or any of its subsidiaries or (iii) result in the violation of any law or statute applicable to the Company or any of its subsidiaries or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority having jurisdiction over the Company or any of its subsidiaries, except, in the case of clauses (i) and (iii) above and, solely with respect to the

subsidiaries of the Company, clause (ii) above, for any such conflict, breach, violation, default, lien, charge or encumbrance that would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(xiv) Absence of Labor Dispute. No labor disturbance by or dispute with employees of the Company or any of its subsidiaries, exists or, to the knowledge of the Company, is contemplated or threatened, and none of the Company or any of its subsidiaries is aware of any existing or imminent labor disturbance by, or dispute with, the employees of any of the Company's or any subsidiary's principal suppliers, contractors or customers, except as would not reasonably be expected to have a Material Adverse Effect. None of the Company or any of its subsidiaries has received any notice of cancellation or termination with respect to any collective bargaining agreement to which it is a party, except as would not reasonably be expected to have a Material Adverse Effect.

(xv) Absence of Proceedings. Except as described in the Registration Statement, the General Disclosure Package or the Prospectus, there are no legal, governmental or regulatory investigations, actions, demands, claims, suits, arbitrations, inquiries or proceedings ("Actions") pending to which the Company or any of its subsidiaries, is or, to the knowledge of the Company, may be reasonably expected to become a party or to which any property of the Company and any of its subsidiaries is or, to the knowledge of the Company, may be reasonably expected to become the subject that, individually or in the aggregate, if determined adversely to the Company or any of its subsidiaries, would reasonably be expected to have a Material Adverse Effect; and no such Actions are threatened in writing or, to the knowledge of the Company, contemplated by any governmental or regulatory authority or threatened in writing by others, except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(xvi) Accuracy of Exhibits. There are no contracts or documents which are required to be described in the Registration Statement, the General Disclosure Package or the Prospectus or to be filed as exhibits to the Registration Statement which have not been so described and filed as required.

(xvii) Absence of Further Requirements. No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any Governmental Entity is necessary or required for the performance by the Company of its obligations hereunder, in connection with the offering, issuance or sale of the Securities hereunder or the consummation of the transactions contemplated by this Agreement, except (A) such as have been already obtained or made, (B) such as may be described in the Registration Statement, the General Disclosure Package or the Prospectus, (C) such as may be required under the 1933 Act, the 1933 Act Regulations, the rules of the New York Stock Exchange, state securities laws or the rules of Financial Industry Regulatory Authority, Inc. ("FINRA"), and (D) where the failure to obtain any such consent, approval, authorization, order, license, registration or qualification would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(xviii) Possession of Licenses and Permits. Each of the Company and each of its subsidiaries possesses all licenses, sub-licenses, certificates, permits and other authorizations issued by, and has made all declarations and filings with, the appropriate federal, state, local or foreign governmental or regulatory authorities having jurisdiction over the Company and each of its subsidiaries, that are necessary for the ownership or lease of their respective properties or the conduct of their respective businesses as described in the Registration Statement, the General

Disclosure Package or the Prospectus, except where the failure to possess or make the same would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect; and except as described in the Registration Statement, the General Disclosure Package or the Prospectus, none of the Company or any of its subsidiaries has received notice of any revocation or modification of any such license, sub-license, certificate, permit or authorization or has any reason to believe that any such license, sub-license, certificate, permit or authorization will not be renewed in the ordinary course, except where such revocation or modification would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect .

(xix) Title to Property. Except as described in the Registration Statement, the General Disclosure Package or the Prospectus, the Company and its subsidiaries have good and marketable title in fee simple (in the case of real property) to, or have valid rights to lease or otherwise use, all items of real and personal property that are material to the business of Company and its subsidiaries taken as a whole, in each case free and clear of all liens, encumbrances, claims and defects and imperfections of title, except for (a) any Permitted Liens (as defined in the indenture governing the Company's 7.250% Senior Notes due 2032), (b) those required by the Company's senior credit facilities, (c) those that do not materially interfere with the use made and proposed to be made of such property by the Company and its subsidiaries taken as a whole, as applicable, or (d) those that would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(xx) Possession of Intellectual Property. (i) Except as would not reasonably be expected to have a Material Adverse Effect, the Company and its subsidiaries, own or have the right to use all patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, domain names and other source indicators, copyrights and copyrightable works, know-how, trade secrets, systems, procedures, proprietary or confidential information and all other worldwide intellectual property, industrial property and proprietary rights (collectively, "Intellectual Property") used in the conduct of their respective businesses as currently conducted or as contemplated to be conducted in the Registration Statement, the General Disclosure Package or the Prospectus; (ii) to the Company's and its subsidiaries' conduct of their respective businesses in the ordinary course does not infringe, misappropriate or otherwise violate any Intellectual Property of any person except for such infringements, misappropriations, or other violations that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; (iii) the Company and its subsidiaries have not received any written notice of any claim relating to Intellectual Property that, if determined adversely to the Company or any of its subsidiaries, would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and (iv) to the knowledge of the Company, the Intellectual Property of the Company and its subsidiaries is not being infringed, misappropriated or otherwise violated by any person, except for such infringement, misappropriation or violation as would not reasonably be expected to have a Material Adverse Effect.

(xxi) Environmental Laws. Except as described in the Registration Statement, the General Disclosure Package or the Prospectus, (i) the Company and each of its subsidiaries (x) are in compliance with all applicable federal, state, local and foreign laws (including common law), rules, regulations and legally enforceable decisions, judgments, decrees, orders and other legally enforceable requirements relating to pollution or the protection of human health or safety (solely with respect to exposure to hazardous or toxic substances, wastes, pollutants or contaminants), the environment, natural resources, or the use, storage, treatment, release or



disposal of hazardous or toxic substances, wastes, pollutants or contaminants (collectively, “Environmental Laws”); (y) have received and are in compliance with all permits, licenses, certificates or other authorizations or approvals required of them under any Environmental Laws to conduct their respective businesses as presently conducted; and (z) have not received notice of any actual or potential liability or obligation of the Company or any of its subsidiaries under or relating to, or any actual or potential violation of, any Environmental Laws, including for the investigation or remediation of any disposal or release of hazardous or toxic substances, wastes, pollutants or contaminants; (ii) none of the Company nor any of its subsidiaries have incurred or, to the knowledge of the Company, are reasonably expected to incur any costs or liabilities under or relating to Environmental Laws, except in the case of each of (i) and (ii) above, for any such matter as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and (iii) (x) there is no proceeding that is pending, or that is known to be contemplated, against the Company or any of its subsidiaries under any Environmental Laws in which a Governmental Entity is also a party, other than any such proceeding regarding which it is reasonably believed that monetary sanctions of \$300,000 or more will not be imposed, (y) the Company and its subsidiaries are not aware of any facts or issues regarding compliance with or liabilities under Environmental Laws that could reasonably be expected to have Material Adverse Effect and (z) the Company does not reasonably anticipate that any of the Company or any of its subsidiaries will incur material capital expenditures relating to any Environmental Laws.

(xxii) Accounting Controls and Disclosure Controls.

(a) The Company and each of its subsidiaries maintain effective internal control over financial reporting (as defined under Rule 13-a-15 and 15d-15 under the 1934 Act Regulations) and a system of internal accounting controls, in each case, sufficient to provide reasonable assurances that (A) transactions are executed in accordance with management’s general or specific authorization; (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (C) access to assets is permitted only in accordance with management’s general or specific authorization; (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and (E) the interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus fairly presents the information called for in all material respects and is prepared in accordance with the Commission’s rules and guidelines applicable thereto. Except as described in the Registration Statement, the General Disclosure Package and the Prospectus, the Company is not aware of any material weakness in any such internal accounting controls.

(b) The Company and each of its subsidiaries maintain an effective system of disclosure controls and procedures (as defined in Rule 13a-15 and Rule 15d-15 under the 1934 Act Regulations), in each case, that are designed to ensure that information required to be disclosed by the Company in the reports that it files or submits under the 1934 Act is recorded, processed, summarized and reported, within the time periods specified in the Commission’s rules and forms, and is accumulated and communicated to the Company’s management, including its principal executive officer or officers and principal financial officer or officers, as appropriate, to allow timely decisions regarding disclosure.

(xxiii) Compliance with the Sarbanes-Oxley Act. There is and has been no failure on the part of the Company or, to the knowledge of the Company, any of the Company’s directors or

officers, in their capacities as such, to comply in all material respects with any provision of the Sarbanes-Oxley Act of 2002, as amended, and the rules and regulations promulgated in connection therewith (the “Sarbanes-Oxley Act”), including Section 402 related to loans and Sections 302 and 906 related to certifications.

(xxiv) Payment of Taxes. The Company and its subsidiaries have filed all tax returns required to be filed, subject to any extensions, through the date hereof and have paid all federal, state, local and foreign taxes due and payable, except in each case to the extent failure to so pay or file would not reasonably be expected to have a Material Adverse Effect, or such taxes are being contested in good faith by appropriate proceedings; and except as otherwise disclosed in the Registration Statement, the General Disclosure Package and the Prospectus, there is no tax deficiency that has been asserted against the Company or any of its Subsidiaries or any of their respective properties or assets, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(xxv) Insurance. The Company and its subsidiaries have insurance covering their respective properties, operations, personnel and businesses, including business interruption insurance, which insurance is in amounts and insures against such losses and risks as are, in the reasonable judgment of the Company, prudent and customary in the businesses in which they are engaged to protect the Company and its subsidiaries and their respective businesses, taken as a whole; and none of the Company or any of its subsidiaries has (i) received notice from any insurer or agent of such insurer that material capital improvements or other material expenditures are required or necessary to be made in order to continue such insurance or (ii) any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage, at reasonable cost from similar insurers as may be necessary to continue its business.

(xxvi) Investment Company Act. The Company is not required, and upon the sale of the Securities as herein contemplated and the application of the net proceeds therefrom as described in the Registration Statement, the General Disclosure Package and the Prospectus will not be required, to register as an “investment company” under the Investment Company Act of 1940, as amended (the “1940 Act”).

(xxvii) Absence of Manipulation. Neither the Company nor, to the knowledge of the Company any affiliate of the Company has taken, nor will the Company or any affiliate take, directly or indirectly, any action which is designed, or would be reasonably expected, to cause or result in, or which constitutes, the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities or to result in a violation of Regulation M under the 1934 Act.

(xxviii) Foreign Corrupt Practices Act. None of the Company nor any of its subsidiaries, nor any director or officer of the Company or any of its subsidiaries nor, to the knowledge of the Company, any employee, agent, affiliate or other person associated with or acting on behalf of the Company or any of its subsidiaries has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made or taken an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment or benefit to any foreign or domestic government official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or

party official or candidate for political office; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offence under the Bribery Act 2010 of the United Kingdom, or any other applicable anti-bribery or anti-corruption law; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit. The Company and its subsidiaries have instituted, maintain and enforce, and will continue to maintain and enforce, policies and procedures designed to promote and ensure compliance with all applicable anti-bribery and anti-corruption laws.

(xxix) Money Laundering Laws. The operations of the Company and its subsidiaries are and have been conducted at all times in material compliance with applicable financial recordkeeping and reporting requirements, including those of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable money laundering statutes of all jurisdictions where the Company or any of its subsidiaries conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the “Anti-Money Laundering Laws”), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(xxx) OFAC. None of the Company nor any of its subsidiaries, directors, officers or employees, nor, to the knowledge of the Company, any employees or controlled affiliate of the Company or any of its subsidiaries is currently the subject of any sanctions administered or enforced by the U.S. government, (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”) or the U.S. Department of State and including, without limitation, the designation as a “specially designated national” or “blocked person”), the United Nations Security Council (“UNSC”), the European Union, His Majesty’s Treasury (“HMT”), or other relevant sanctions authority (collectively, “Sanctions”), nor is the Company or any of its subsidiaries located, organized or resident in a country or territory that is the subject or target of comprehensive Sanctions, including, without limitation, the Crimea Region of Ukraine, the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic, Cuba, Iran, North Korea and Syria (each, a “Sanctioned Country”) other than in connection with activities undertaken pursuant to a license or exception granted by such sanctions authority and in compliance with applicable law. Since April 24, 2019, the Company and its subsidiaries, have not knowingly engaged in, are not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject of Sanctions or with any Sanctioned Country other than such dealings or transactions undertaken pursuant to a license or exception granted by applicable regulatory authorities and in compliance with applicable law.

(xxxi) Lending Relationship. Except as disclosed in the Registration Statement, the General Disclosure Package and the Prospectus, the Company does not have any material lending or other relationship with any bank or lending affiliate of any Underwriter.

(xxxii) Statistical and Market-Related Data. Nothing has come to the attention of the Company that has caused the Company to believe that the statistical and market-related data

included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus is not based on or derived from sources that are reasonably reliable and accurate in all material respects.

(xxxiii) Cybersecurity. Except as disclosed in the Registration Statement, the General Disclosure Package and the Prospectus (i) there has been no security breach or other compromise of or relating to any of the Company's or any of its subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "IT Systems") and the IT Systems are adequate for, and operate and perform in all material respects as required in connection with the operations of the business of the Company and each of its subsidiaries as currently conducted, free and clear of all bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants, (ii) the Company and each of its subsidiaries have implemented and maintained commercially reasonable controls, policies, procedures, and safeguards to maintain and protect their material confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data ("Personal Data")) used in connection with their businesses, and there have been no breaches, violations, outages or unauthorized uses of or accesses to the same, except for those that have been remedied without material cost or liability or the duty to notify any other person, nor any incidents under internal review or investigations relating to the same; and (iii) the Company and its subsidiaries are presently in material compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Personal Data and to the commercially reasonable protection of such IT Systems and Personal Data from unauthorized use, access, misappropriation or modification., except as would not, in the case of each of clause (i) and (iii) above, individually or in the aggregate, reasonably expected to have a Material Adverse Effect.

(xxxiv) Compliance with ERISA. (i) Each employee benefit plan, within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), for which the Company or any member of its respective "Controlled Group" (defined as any entity, whether or not incorporated, that is under common control with the Company within the meaning of Section 4001(a)(14) of ERISA or any entity that would be regarded as a single employer with the Company under Section 414(b), (c), (m) or (o) of the Internal Revenue Code of 1986, as amended (the "Code")) would have any liability (each, a "Plan") has been maintained in compliance with its terms and the requirements of any applicable statutes, orders, rules and regulations, including, but not limited to, ERISA and the Code; (ii) the Company has not engaged in a prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, with respect to any Plan, excluding transactions effected pursuant to a statutory or administrative exemption, that would reasonably be expected to result in liability to the Company, as the case may be; (iii) for each Plan that is subject to the funding rules of Section 412 of the Code or Section 302 of ERISA, no Plan has failed (whether or not waived), or is reasonably expected to fail, to satisfy the minimum funding standards (within the meaning of Section 302 of ERISA or Section 412 of the Code) applicable to such Plan; (iv) no Plan is, or is reasonably expected to be, in "at risk status" (within the meaning of Section 303(i) of ERISA) and no Plan that is a "multiemployer plan" within the meaning of Section 4001(a)(3) of ERISA is in "endangered status" or "critical status" (within the meaning of Section 305 of ERISA); (v) no "reportable event" (within the meaning of Section 4043(c) of ERISA and the regulations promulgated thereunder) has occurred or, to the knowledge of the Company, is reasonably

expected to occur; (vi) each Plan that is intended to be qualified under Section 401(a) of the Code has received a determination letter or an opinion letter from the Internal Revenue Service stating that it is so qualified, and to the knowledge of the Company, nothing has occurred, whether by action or by failure to act, which would reasonably be expected to result in the loss of such qualification; and (vii) none of the Company nor any member of its Controlled Group has incurred, nor reasonably expects to incur, any liability under Title IV of ERISA (other than contributions to the Plan or premiums to the Pension Benefit Guaranty Corporation, in the ordinary course and without default) in respect of a Plan (including a “multiemployer plan” within the meaning of Section 4001(a)(3) of ERISA), except in each case with respect to the events or conditions set forth in (i) through (vii) hereof, as would not, individually or in the aggregate, have a Material Adverse Effect.

(b) *Representations and Warranties by Jacobs.* Jacobs represents and warrants to each Underwriter as of the Applicable Time and as of the Closing Time, and agrees with each Underwriter, as follows:

(i) Accurate Disclosure. Neither the General Disclosure Package nor the Prospectus nor any amendments or supplements thereto includes any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, provided that such representations and warranties set forth in this subsection (b)(i) apply only to statements or omissions made in reliance upon and in conformity with information relating to Jacobs furnished in writing by or on behalf of Jacobs expressly for use in: the Registration Statement, the General Disclosure Package, the Prospectus or any other Issuer Free Writing Prospectus or any amendment or supplement thereto (such information furnished in writing by or on behalf of Jacobs, the “Jacobs Information”). For purposes of this Agreement, the only Jacobs Information shall be: the number of shares of Common Stock owned by Jacobs, the number of Securities proposed to be sold by Jacobs, the name and address of Jacobs and the method of distribution (including the description of the Exchange), any financial statements or other information (or omissions thereof) about the SpinCo Business to the extent relating to any date or period ended on or before September 27, 2024, in each case, to the extent provided by Jacobs or any representative of Jacobs (including information provided prior to the date hereof, whether for inclusion in the Company’s registration statement on Form 10 or otherwise). Jacobs is not prompted to enter into the Transaction Documents by any information concerning the Company or any subsidiary of the Company which is not set forth in the General Disclosure Package or the Prospectus.

(ii) Authorization of this Agreement. This Agreement has been duly authorized, executed and delivered by Jacobs.

(iii) Noncontravention. The execution, delivery and performance by Jacobs of the Transaction Documents and the Exchange of the Securities by Jacobs and the consummation of the transactions contemplated therein will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, result in the termination, modification or acceleration of, or result in the creation or imposition of any lien, charge or encumbrance upon any property, right or asset of Jacobs pursuant to, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which Jacobs is a party or by which Jacobs is bound or to which any property, right or asset of Jacobs is subject, (ii) result in any violation of the provisions of the charter or by-laws or similar organizational documents of Jacobs or (iii) result in the violation of any law or statute applicable to Jacobs or any judgment,

order, rule or regulation of any court or arbitrator or governmental or regulatory authority having jurisdiction over Jacobs, except, in the case of clauses (i) and (iii) above, for any such conflict, breach, violation, default, lien, charge or encumbrance that would not reasonably be expected, individually or in the aggregate, to have a material adverse effect on the performance by Jacobs of its obligations under the Transaction Documents (a “Jacobs Material Adverse Effect”).

(iv) Absence of Manipulation. Jacobs has not taken, and will not take, directly or indirectly, any action which is designed or would reasonably be expected to cause or result in, or which constitutes, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities.

(v) Absence of Further Requirements. No filing with, or authorization, approval, consent, order, registration, qualification or decree of any Governmental Entity is necessary or required for the performance by Jacobs of its obligations under the Transaction Documents, or in connection with the Exchange and delivery of the Securities thereunder or the consummation of the transactions contemplated thereby, except such as have been already obtained or as may be required under the 1933 Act, the 1933 Act Regulations, the rules of the New York Stock Exchange, state securities laws or the rules of FINRA and where the failure to obtain any such consent, approval, authorization, order, license, registration or qualification would not reasonably be expected, individually or in the aggregate, to result in a Jacobs Material Adverse Effect.

(vi) No Free Writing Prospectuses. Jacobs has not prepared or had prepared on its behalf or used or referred to, any “free writing prospectus” (as defined in Rule 405), and has not distributed any written materials in connection with the offer or sale of the Securities.

(c) *Representations and Warranties by the Selling Shareholder*. The Selling Shareholder represents and warrants to each Underwriter as of the date hereof, as of the Applicable Time, as of the Closing Time, and agrees with each Underwriter, as follows:

(i) Accurate Disclosure. Neither the General Disclosure Package nor the Prospectus or any amendments or supplements thereto includes any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, provided that such representations and warranties set forth in this subsection (c)(i) apply only to statements or omissions made in reliance upon and in conformity with information relating to the Selling Shareholder furnished in writing by or on behalf of the Selling Shareholder expressly for use in the Registration Statement, the General Disclosure Package, the Prospectus or any other Issuer Free Writing Prospectus or any amendment or supplement thereto (such information furnished in writing by or on behalf of the Selling Shareholder, the “Selling Shareholder Information”). For purposes of this Agreement, the only Selling Shareholder Information shall be the legal name and the number of shares offered by the Selling Shareholder.

(ii) Authorization of this Agreement. This Agreement has been duly authorized, executed and delivered by or on behalf of the Selling Shareholder.

(xi) Valid Title. Assuming the Exchange is consummated, the Selling Shareholder has, and at the Closing Time will have, valid title to the Securities to be sold by the Selling Shareholder free and clear of all security interests, claims, liens, equities or other encumbrances and the legal right and power, and all authorization and approval required by law, to enter into

this Agreement and the Exchange Agreement and to sell, transfer and deliver the Securities to be sold by the Selling Shareholder or a valid security entitlement in respect of such Securities.

(d) *Officer's Certificates.* Any certificate signed by any officer of the Company or any of its subsidiaries delivered to the Representative or to counsel for the Underwriters shall be deemed a representation and warranty by the Company to each Underwriter as to the matters covered thereby; and any certificate signed by or on behalf of Jacobs as such and delivered to the Representative or to counsel for the Underwriters pursuant to the terms of this Agreement shall be deemed a representation and warranty by Jacobs to the Underwriters as to the matters covered thereby.

## SECTION 2. Sale and Delivery to Underwriters; Closing.

(a) *Securities.* On the basis of the representations and warranties herein contained and subject to the terms and conditions herein set forth, the Selling Shareholder agrees to sell to each Underwriter, severally and not jointly, and each Underwriter, severally and not jointly, agrees to purchase from the Selling Shareholder, at the price per share set forth in Schedule A, that proportion of the number of Securities set forth in Schedule B opposite the name of the Selling Shareholder, which the number of Securities set forth in Schedule A opposite the name of such Underwriter, plus any additional number of Securities which such Underwriter may become obligated to purchase pursuant to the provisions of Section 10 hereof, bears to the total number of Securities, subject, in each case, to such adjustments among the Underwriters as the Representative in its sole discretion shall make to eliminate any sales or purchases of fractional shares.

(b) [Reserved.]

(c) *Payment.* Payment of the purchase price for, and delivery of certificates or security entitlements for, the Initial Securities shall be made at the offices of Milbank LLP, or at such other place as shall be agreed upon by the Representative, the Company and the Selling Shareholder, at [9:00 A.M.] (New York City time) on [●], 2025 (unless postponed in accordance with the provisions of Section 10), or such other time not later than ten business days after such date as shall be agreed upon by the Representative and the Company and the Selling Shareholder (such time and date of payment and delivery being herein called "Closing Time").

Payment shall be made to the Selling Shareholder by wire transfer of immediately available funds to a bank account designated by the Selling Shareholder, against delivery to the Representative for the respective accounts of the Underwriters of certificates or security entitlements for the Securities to be purchased by them. It is understood that each Underwriter has authorized the Representative, for its account, to accept delivery of, receipt for, and make payment of the purchase price for, the Securities, which it has agreed to purchase. The Representative, individually and not as representative of the Underwriters, may (but shall not be obligated to) make payment of the purchase price for the Securities to be purchased by any Underwriter whose funds have not been received by the Closing Time, but such payment shall not relieve such Underwriter from its obligations hereunder.

## SECTION 3. Covenants of the Company. The Company covenants with each Underwriter as follows:

(a) *Compliance with Securities Regulations and Commission Requests.* The Company, subject to Section 3(b), will comply with the requirements of Rule 430A, and will promptly notify the Representative, and confirm the notice in writing (which may be by email), (i) when any post-effective amendment to the Registration Statement shall become effective or any amendment or supplement to the

Prospectus shall have been filed, (ii) of the receipt of any comments from the Commission, (iii) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus, including any document incorporated by reference therein or for additional information, (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or any post-effective amendment or of any order preventing or suspending the use of any preliminary prospectus or the Prospectus, or of the suspension of the qualification of the Securities for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes or of any examination pursuant to Section 8(d) or 8(e) of the 1933 Act concerning the Registration Statement and (v) if the Company becomes the subject of a proceeding under Section 8A of the 1933 Act in connection with the offering of the Securities. The Company will effect all filings required under Rule 424(b), in the manner and within the time period required by Rule 424(b) (without reliance on Rule 424(b)(8)), and will take such steps as it deems necessary to ascertain promptly whether the form of prospectus transmitted for filing under Rule 424(b) was received for filing by the Commission and, in the event that it was not, it will promptly file such prospectus. The Company will use commercially reasonable efforts to prevent the issuance of any stop order, prevention or suspension and, if any such order is issued, to obtain the lifting thereof as soon as practicable.

(b) *Continued Compliance with Securities Laws.* The Company will comply with the applicable requirements of the 1933 Act and the 1933 Act Regulations so as to permit the completion of the distribution of the Securities as contemplated in this Agreement and in the Registration Statement, the General Disclosure Package and the Prospectus. If at any time when a prospectus relating to the Securities is (or, but for the exception afforded by Rule 172 of the 1933 Act Regulations (“Rule 172”), would be) required by the 1933 Act to be delivered in connection with sales of the Securities, any event shall occur or condition shall exist as a result of which it is necessary, in the opinion of counsel for the Underwriters or for the Company, to (i) amend the Registration Statement in order that the Registration Statement will not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) amend or supplement the General Disclosure Package or the Prospectus in order that the General Disclosure Package or the Prospectus, as the case may be, will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in the light of the circumstances existing at the time it is delivered to a purchaser or (iii) amend the Registration Statement or amend or supplement the General Disclosure Package or the Prospectus, as the case may be, in order to comply with the requirements of the 1933 Act or the 1933 Act Regulations, the Company will promptly (A) give the Representative notice of such event, (B) prepare any amendment or supplement as may be necessary to correct such statement or omission or to make the Registration Statement, the General Disclosure Package or the Prospectus comply with such requirements and, a reasonable amount of time prior to any proposed filing or use, furnish the Representative with copies of any such amendment or supplement and (C) file with the Commission any such amendment or supplement; provided that the Company shall not file or use any such amendment or supplement to which the Representative or counsel for the Underwriters shall reasonably object. The Company will furnish to the Underwriters such number of copies of such amendment or supplement as the Underwriters may reasonably request. The Company has given the Representative notice of any filings made pursuant to the 1934 Act or 1934 Act Regulations within 48 hours prior to the Applicable Time; the Company will give the Representative notice of its intention to make any such filing from the Applicable Time to the Closing Time and will furnish the Representative with copies of any such documents a reasonable amount of time prior to such proposed filing, as the case may be, and will not file or use any such document to which the Representative or counsel for the Underwriters shall reasonably object.



(c) *Delivery of Registration Statements.* The Company has furnished or will deliver to the Representative and counsel for the Underwriters, if requested, without charge, signed copies of the Registration Statement as originally filed and each amendment thereto (including exhibits filed therewith or incorporated by reference therein and documents incorporated or deemed to be incorporated by reference therein) and signed copies of all consents and certificates of experts, and will also deliver to the Representative, if requested, without charge, a conformed copy of the Registration Statement as originally filed and each amendment thereto (without exhibits) for each of the Underwriters. The copies of the Registration Statement and each amendment thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(d) *Delivery of Prospectuses.* The Company has delivered to each Underwriter, without charge, as many copies of each preliminary prospectus as such Underwriter reasonably requested, and the Company hereby consents to the use of such copies for purposes permitted by the 1933 Act. The Company will furnish to each Underwriter, without charge, during the period when a prospectus relating to the Securities is (or, but for the exception afforded by Rule 172, would be) required to be delivered under the 1933 Act, such number of copies of the Prospectus (as amended or supplemented) as such Underwriter may reasonably request. The Prospectus and any amendments or supplements thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(e) *Blue Sky Qualifications.* The Company will use commercially reasonable efforts, in cooperation with the Underwriters, to qualify the Securities for offering and sale under the applicable securities laws of such states and other jurisdictions (domestic or foreign) as the Representative may reasonably designate and to maintain such qualifications in effect so long as required to complete the distribution of the Securities; provided, however, that the Company shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject.

(f) *Rule 158.* The Company will timely file such reports pursuant to the 1934 Act as are necessary in order to make generally available (which may be satisfied by filing with the Commission via EDGAR) to its securityholders as soon as practicable an earnings statement for the purposes of, and to provide to the Underwriters the benefits contemplated by, the last paragraph of Section 11(a) of the 1933 Act.

(g) *[Reserved]*.

(h) *Listing.* The Company will use commercially reasonable efforts to effect and maintain the listing of the Securities on the New York Stock Exchange.

(i) *Restriction on Sale of Securities.* During a period of 90 days from the date of the Prospectus, the Company will not, without the prior written consent of the Representative, (i) directly or indirectly, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock or publicly file any registration statement under the 1933 Act with respect to any of the foregoing or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Common Stock, whether any such

swap or transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or other securities, in cash or otherwise. The foregoing sentence shall not apply to (A) the Securities to be sold hereunder, (B) any shares of Common Stock issued by the Company upon the exercise, exchange or conversion of any option, warrant or other security outstanding on the date hereof and referred to in the Registration Statement, the General Disclosure Package and the Prospectus, (C) any shares of Common Stock issued or options, restricted stock units or other equity awards granted pursuant to existing equity, incentive or employee benefit plans of the Company referred to in the Registration Statement, the General Disclosure Package and the Prospectus, (D) any shares of Common Stock issued pursuant to any non-employee director compensation plan or program or dividend reinvestment plan referred to in the Registration Statement, the General Disclosure Package and the Prospectus, (E) the issuance of shares of Common Stock or any securities convertible into or exercisable or exchangeable for shares of Common Stock in connection with mergers, acquisitions, joint ventures, strategic alliances, commercial, lending or other collaborative or other strategic transactions, or the acquisition by the Company of the business, property, technology or other assets of another individual or entity or the assumption of an employee benefit plan in connection with a merger or acquisition (provided that in the case of this clause (E), (x) the aggregate number of shares issued in all such acquisitions and transactions taken together does not exceed 5% of the Company's shares of Common Stock outstanding following the such acquisitions and transactions and (y) any person to whom such shares or securities are issued or granted who becomes a director or officer (as defined in Section 16 of the 1934 Act) of the Company shall execute and deliver to the Representative a "lock-up" agreement in substantially the same form as Exhibit A hereto); (F) the filing of a registration statement on Form S-8 or any successor form thereto relating to the shares of Common Stock granted pursuant to or reserved for issuance under the compensation plans of the Company and its subsidiaries referred to in clauses (C) or (D), or any such plan assumed by the Company in connection with a transaction described in clause (E); (G) the establishment or amendment of a trading plan pursuant to Rule 10b5-1 under the 1934 Act, provided that such plan does not provide for the transfer of shares of Common Stock during the 90-day restricted period and to the extent a public announcement or filing under the 1934 Act, if any, is required regarding the establishment of such plan, such announcement or filing shall include a statement to the effect that no transfer of such shares of Common Stock may be made under such plan during the 90-day restricted period in contravention of this Agreement; (H) shares of Common Stock issued pursuant to a plan of reorganization and (I) for the avoidance of doubt, confidential or non-public submissions to the Commission of any registration statements under the 1933 Act if no public announcement of such confidential or non-public submission shall be made.

(j) *Reporting Requirements.* The Company, during the period when a Prospectus relating to the Securities is (or, but for the exception afforded by Rule 172, would be) required to be delivered under the 1933 Act, will file all documents required to be filed with the Commission pursuant to the 1934 Act within the time periods required by the 1934 Act and 1934 Act Regulations.

(k) *Issuer Free Writing Prospectuses.* The Company agrees that, unless it obtains the prior written consent of the Representative, it will not make any offer relating to the Securities that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a "free writing prospectus," or a portion thereof, required to be filed by the Company with the Commission or retained by the Company under Rule 433; provided that the Representative will be deemed to have consented to the Issuer Free Writing Prospectuses listed on Schedule C-2 hereto and any "road show that is a written communication" within the meaning of Rule 433(d)(8)(i) that has been reviewed by the Representative. The Company represents that it has treated or agrees that it will treat each such free writing prospectus consented to, or deemed consented to, by the Representative as an "issuer free writing prospectus," as defined in Rule 433, and that it has complied and will comply with the applicable requirements of Rule

433 with respect thereto, including timely filing with the Commission where required, legending and record keeping. If at any time following issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus conflicted or would conflict with the information contained in the Registration Statement (which has not been superseded or modified), any preliminary prospectus or the Prospectus or included or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at that subsequent time, not misleading, the Company will promptly notify the Representative and will promptly amend or supplement, at its own expense, such Issuer Free Writing Prospectus to eliminate or correct such conflict, untrue statement or omission.

#### SECTION 4. Payment of Expenses.

(a) *Expenses.* The Company will pay or cause to be paid all expenses incident to the performance of its obligations under this Agreement, including (i) the preparation, printing and filing of the Registration Statement (including financial statements and exhibits) as originally filed and each amendment thereto, (ii) the preparation, printing and delivery to the Underwriters of copies of each preliminary prospectus, each Issuer Free Writing Prospectus and the Prospectus and any amendments or supplements thereto and any reasonable and documented costs associated with electronic delivery of any of the foregoing by the Underwriters to investors, (iii) the preparation, issuance and delivery of the certificates or security entitlements for the Securities to the Underwriters, (iv) the fees and disbursements of the Company's counsel, accountants and other advisors engaged by the Company, (v) the qualification of the Securities under securities laws in accordance with the provisions of Section 3(e) hereof, including any Commission filing fees, (vi) the fees and expenses of any transfer agent or registrar for the Securities, (vii) the costs and expenses of the Company relating to investor presentations on any "road show" undertaken in connection with the marketing of the Securities, including without limitation, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged by the Company in connection with the road show presentations, travel and lodging expenses of the representatives and officers of the Company, (viii) the expenses as set forth on Schedule E and (ix) the fees and expenses incurred in connection with the listing of the Securities on the New York Stock Exchange.

(b) *Expenses of Jacobs.* Jacobs will pay or cause to be paid stamp and other duties and stock and other transfer taxes, if any, payable upon the transfer of the Securities to the Selling Shareholder or the Underwriters. To the extent provided by the Registration Rights Agreement, the Company will pay or cause to be paid the expenses of Jacobs related to the offering of the Securities.

(c) *Termination of Agreement.* If this Agreement is terminated by the Representative in accordance with the provisions of Section 5, Section 9(a)(i) or (iii), or Section 10 hereof, the Company shall reimburse the Underwriters for the expenses as set forth on Schedule E; provided that, if this Agreement is terminated by the Representative (i) pursuant to Section 10 hereof, the Company will have no obligation to reimburse any defaulting Underwriter, (ii) due to (x) the failure of the condition in Section 5(m) to be satisfied, or any other failure by Jacobs to consummate the Exchange pursuant to the Exchange Agreement or (y) the inaccuracy of the representations and warranties of, or failure to perform the covenants of, Jacobs contained in this Agreement, or the failure of either of the conditions in Section 5(c) or 5(f) to be satisfied, Jacobs (and not the Company) shall reimburse the Underwriters for the expenses as set forth on Schedule E or (iii) due to the inaccuracy of the representations and warranties of, or failure to perform the covenants of, the Selling Shareholder, the Company shall have no obligation to reimburse the Underwriters.

SECTION 5. Conditions of Underwriters' Obligations. The obligations of the several Underwriters to purchase the Securities hereunder are subject to the accuracy of the representations and warranties of the Company, Jacobs and the Selling Shareholder contained herein or in certificates of any officer of the Company or any of its subsidiaries, Jacobs or on behalf of the Selling Shareholder delivered pursuant to the provisions hereof, to the performance by the Company, Jacobs and the Selling Shareholder of their respective covenants and other obligations hereunder, and to the following further conditions:

(a) *Effectiveness of Registration Statement; Rule 430A Information.* The Registration Statement, including any Rule 462(b) Registration Statement, has become effective and, at the Closing Time, no stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto has been issued under the 1933 Act, no order preventing or suspending the use of any preliminary prospectus or the Prospectus has been issued and no proceedings for any of those purposes have been instituted or are pending or, to the Company's knowledge, contemplated; and the Company has complied with each request (if any) from the Commission for additional information. A prospectus containing the Rule 430A Information shall have been filed with the Commission in the manner and within the time frame required by Rule 424(b) or a post-effective amendment providing such information shall have been filed with, and declared effective by, the Commission in accordance with the requirements of Rule 430A.

(b) *Opinion of Counsel for the Company.* At the Closing Time, the Representative shall have received the opinion, dated the Closing Time, of Cravath, Swaine & Moore LLP, counsel for the Company, in form and substance reasonably satisfactory to counsel for the Underwriters, together with signed or reproduced copies of such letter for each of the other Underwriters to such effect as counsel to the Underwriters may reasonably request.

(c) *Opinion of Counsel for Jacobs.* At the Closing Time, the Representative shall have received the opinion, dated the Closing Time, of Sullivan & Cromwell LLP, counsel for Jacobs, in form and substance reasonably satisfactory to counsel for the Underwriters, together with signed or reproduced copies of such letter for each of the other Underwriters to such effect as counsel to the Underwriters may reasonably request.

(d) *Opinion of Counsel for Underwriters.* At the Closing Time, the Representative shall have received the opinion, dated the Closing Time, of Milbank LLP, counsel for the Underwriters, together with signed or reproduced copies of such letter for each of the other Underwriters.

(e) *Officers' Certificate.* On and as of the Closing Time, the Representative shall have received a certificate, which shall be delivered by or on behalf of the Company and not the signatory in his or her individual capacity, of an executive officer of the Company who has specific knowledge of the Company's financial matters and is reasonably satisfactory to the Representative, (i) confirming that such officer has carefully reviewed the Registration Statement, the General Disclosure Package and the Prospectus and, to the knowledge of such officer, the representations and warranties of the Company in Section 1(a)(i) and (ii) of this Agreement are true and correct, (ii) confirming that the other representations and warranties of the Company in this Agreement are true and correct in all respects and that the Company has complied in all respects with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to the Closing Time, (iii) confirming that no event or condition of a type described in Section 1(a)(vii) has occurred or shall exist, which event or condition is not described in each of Registration Statement, the General Disclosure Package and the Prospectus, the effect of which in the judgment of the Representative makes it impracticable or inadvisable to proceed with the offering,

sale or delivery of the Initial Securities on the terms and in the manner contemplated by this Agreement, the Registration Statement, the General Disclosure Package and the Prospectus, (iv) to the effect set forth in clause (l) below and (v) confirming that no stop order suspending the effectiveness of the Registration Statement under the 1933 Act has been issued, no order preventing or suspending the use of any preliminary prospectus or the Prospectus has been issued and no proceedings for any of those purposes have been instituted or are pending or, to their knowledge, contemplated by the Commission.

(f) *Certificate of Jacobs.* At the Closing Time, the Representative shall have received a certificate, which shall be delivered by or on behalf of Jacobs and not the signatory in his or her individual capacity, of the President, Chief Executive Officer, Chief Financial Officer, Senior Vice President, Vice President or Treasurer of Jacobs, dated the Closing Time, to the effect that (i) the representations and warranties of Jacobs in this Agreement are true and correct in all respects with the same force and effect as though expressly made at and as of the Closing Time and (ii) Jacobs has complied in all respects with all agreements and all conditions on its part to be performed under this Agreement at or prior to the Closing Time.

(g) *Accountant's Comfort Letter.* On the date of the execution of this Agreement, the Representative shall have received from Ernst & Young LLP, in its capacity as auditor of each of the Company and the SpinCo Business, separate letters in each such capacity, dated such date, in form and substance reasonably satisfactory to the Representative, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus.

(h) *Bring-down Comfort Letter.* At the Closing Time, the Representative shall have received from Ernst & Young LLP, in its capacity as auditor of each of the Company and the SpinCo Business, separate letters in each such capacity, dated as of the Closing Time, in form and substance reasonably satisfactory to the Representative.

(i) *Approval of Listing.* At the Closing Time, the Securities shall have been approved for listing on the New York Stock Exchange, subject only to official notice of issuance.

(j) *No Objection.* FINRA has confirmed that it has not raised any objection with respect to the fairness and reasonableness of the underwriting terms and arrangements relating to the offering of the Securities.

(k) *Lock-up Agreements.* At the date of this Agreement, the Representative shall have received one or more agreements substantially in the form of Exhibit A hereto signed by the persons listed on Schedule D hereto.

(l) *Maintenance of Rating.* Since the execution of this Agreement, there shall not have been any decrease in or withdrawal of the rating of any securities of the Company or any of its subsidiaries by any "nationally recognized statistical rating organization" (as defined in Section 3(a)(62) of the 1934 Act) or any notice given of any intended or potential decrease in or withdrawal of any such rating or of a possible change in any such rating that does not indicate the direction of the possible change.

(m) *Exchange.* On or prior to the Closing Time, the Exchange shall have occurred in accordance with the terms of the Exchange Agreement and in accordance with the description set forth in the General Disclosure Package, and without giving effect to any material amendment not consented to by the Representative.

(n) [Reserved.]

(o) *Additional Documents.* At the Closing Time and at each Date of Delivery (if any) counsel for the Underwriters shall have been furnished with such documents and opinions as they may reasonably require for the purpose of enabling them to pass upon the issuance and sale of the Securities as herein contemplated, or in order to evidence the accuracy of any of the representations or warranties, or the fulfillment of any of the conditions, herein contained.

(p) *Termination of Agreement.* If any condition specified in this Section shall not have been fulfilled when and as required to be fulfilled, this Agreement, the obligations of the several Underwriters, may be terminated by the Representative by notice to the Company and the Selling Shareholder at any time at or prior to Closing Time or such Date of Delivery, as the case may be, and such termination shall be without liability of any party to any other party except as provided in Section 4 and except that Sections 1, 6, 7, 8, 14, 15, 16 and 17 shall survive any such termination and remain in full force and effect.

#### SECTION 6. Indemnification.

(a) *Indemnification by the Company.* The Company agrees to indemnify and hold harmless each Underwriter, and their respective affiliates, directors and officers and each person, if any, who controls such Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act, Jacobs, its affiliates and each person, if any, who controls Jacobs within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act, and the Selling Shareholder, from and against any and all losses, claims, damages and liabilities (including, without limitation, reasonable legal fees and other reasonable expenses incurred and documented in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon, any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement (or any amendment thereto), including the Rule 430A Information, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading or arising out of any untrue statement or alleged untrue statement of a material fact included (A) in any preliminary prospectus, any Issuer Free Writing Prospectus, the General Disclosure Package or the Prospectus (or any amendment or supplement thereto) or (B) in any materials or information provided to investors by, or with the approval of, the Company in connection with the marketing of the offering of the Securities (“Marketing Materials”), including any roadshow or investor presentations made to investors by the Company (whether in person or electronically), or the omission or alleged omission from any preliminary prospectus, Issuer Free Writing Prospectus, Prospectus or any Marketing Materials of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case except insofar as such losses, claims, damages or liabilities arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with the Underwriter Information, the Selling Shareholder Information or the Jacobs Information.

(b) *Indemnification by Jacobs.* Jacobs agrees to indemnify and hold harmless each Underwriter, its affiliates and selling agents and each person, if any, who controls any Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act, and the Company, its affiliates, each of their respective directors and officers and each person, if any who, controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act, to the extent and in the manner set forth in clause (a) above; provided that Jacobs shall be liable only to the extent that such untrue statement or alleged untrue statement or omission or alleged omission has been made in the Registration

Statement, any preliminary prospectus, the General Disclosure Package, the Prospectus (or any amendment or supplement thereto) or any Issuer Free Writing Prospectus in reliance upon and in conformity with the Jacobs Information.

(c) *Indemnification by Selling Shareholder.* The Selling Shareholder agrees to indemnify and hold harmless each Underwriter, its affiliates and selling agents and each person, if any, who controls any Underwriter, within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act, Jacobs, its affiliates, and each person, if any, who controls Jacobs within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act, and the Company, its affiliates, each of their respective directors and officers and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act, to the extent and in the manner set forth in clause (a) above; provided that the Selling Shareholder shall be liable only to the extent that such untrue statement or alleged untrue statement or omission or alleged omission has been made in the Registration Statement, any preliminary prospectus, the General Disclosure Package, the Prospectus (or any amendment or supplement thereto) or any Issuer Free Writing Prospectus in reliance upon and in conformity with the Selling Shareholder Information; provided, further, that the liability under this subsection of the Selling Shareholder shall be limited to an amount equal to the underwriting commissions and discounts, but before expenses, in connection with the offering.

(d) *Indemnification by Underwriters.* Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, its affiliates, each of their respective directors and officers and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act, Jacobs, its affiliates and each person, if any, who controls Jacobs within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act, and the Selling Shareholder and each person, if any, who controls the Selling Shareholder within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act to the same extent as the indemnity set forth in subsection (a) above, but only with respect to any losses, claims, damages or liabilities that arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with the Underwriter Information.

(e) *Notice and Procedures.* If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any person in respect of which indemnification may be sought pursuant to paragraph (a), (b), (c) or (d) above, such person (the “Indemnified Person”) shall promptly notify the person against whom such indemnification may be sought (the “Indemnifying Person”) in writing; provided that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have under paragraph (a), (b), (c) or (d) above except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have to an Indemnified Person otherwise than under paragraph (a), (b), (c) or (d) above. If any such proceeding shall be brought or asserted against an Indemnified Person and it shall have notified the Indemnifying Person, upon request of the Indemnified Person, thereof, the Indemnifying Person shall retain counsel reasonably satisfactory to the Indemnified Person (who shall not, without the consent of the Indemnified Person, be counsel to the Indemnifying Person) to represent the Indemnified Person and any others entitled to indemnification pursuant to this Section 6 that the Indemnifying Person may designate in such proceeding and shall pay the reasonable fees and expenses of such proceeding and shall pay the reasonable and documented fees and expenses of such counsel related to such proceeding, as incurred. In any such proceeding, any Indemnified Person shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (i) the Indemnifying Person and the Indemnified Person shall have mutually

agreed to the contrary; (ii) the Indemnifying Person has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Person; (iii) the Indemnified Person shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Indemnifying Person; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Indemnifying Person and the Indemnified Person and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood and agreed that the Indemnifying Person shall not, in connection with any proceeding or related proceeding in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Persons, and that all such reasonable and documented fees and expenses shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by such Indemnified Person. The Indemnifying Person shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Indemnifying Person agrees to indemnify each Indemnified Person from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an Indemnified Person shall have requested that an Indemnifying Person reimburse the Indemnified Person for fees and expenses of counsel as contemplated by this paragraph, the Indemnifying Person shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 60 days after receipt by the Indemnifying Person of such request and more than 30 days after receipt of the proposed terms of such settlement and (ii) the Indemnifying Person shall not have reimbursed the Indemnified Person in accordance with such request prior to the date of such settlement. No Indemnifying Person shall, without the written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnification could have been sought hereunder by such Indemnified Person, unless such settlement (x) includes an unconditional release of such Indemnified Person, in form and substance reasonably satisfactory to such Indemnified Person, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

(f) *Other Agreements with Respect to Indemnification.* The provisions of this Section shall not affect any other agreement among any of the Company, Jacobs and the Selling Shareholder with respect to indemnification, including the Registration Rights Agreement.

#### SECTION 7. Contribution.

(a) If the indemnification provided for in paragraph (a), (b), (c) or (d), as applicable, of Section 6 is unavailable to an Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each Indemnifying Person under such paragraph, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities in such proportion as is appropriate to reflect the relative fault of the Company, in one regard, Jacobs, in the second regard, the Selling Shareholder, in the third regard, and the Underwriters, in the fourth regard, in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative fault of the Company, in one regard, Jacobs, in the second regard, the Selling Shareholder, in the third regard, and the Underwriters, in the fourth regard, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company, in one regard, Jacobs, in the second regard, the Selling Shareholder, in the third regard or



the Underwriters, in the fourth regard, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(b) The Company, Jacobs, the Selling Shareholder and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in paragraph (a) above. The amount paid or payable by an Indemnified Person as a result of the losses, claims, damages and liabilities referred to in paragraph (a) above shall be deemed to include, subject to the limitations set forth above, any reasonable legal or other expenses incurred by such Indemnified Person in connection with any such action or claim. Notwithstanding the provisions of this Section 7, (i) in no event shall an Underwriter be required to contribute any amount in excess of the amount by which the total discounts and commissions received by such Underwriter with respect to the offering of the Securities exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission and (ii) in no event shall the Selling Shareholder be required to contribute any amount in excess of the amount by which the discount received by it or its affiliate, as applicable, in its or its affiliate's capacity as an Underwriter hereunder, exceeds any damages which the Selling Shareholder has otherwise been required to pay. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute pursuant to this Section 7 are several in proportion to their respective purchase obligations hereunder and not joint.

(c) The remedies provided for in this Section 7 are not exclusive and shall not limit any rights or remedies that may otherwise be available to any Indemnified Person at law or in equity.

For purposes of this Section 7, the respective affiliates, directors and officers of the Underwriters and each person, if any, who-controls an Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as such Underwriter, and each of the affiliates of the Company, each of the directors and officers of the Company and its affiliates and each person, if any, who controls the Company, Jacobs or the Selling Shareholder within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act, shall have the same rights to contribution as the Company, Jacobs or the Selling Shareholder, as the case may be. The Underwriters respective obligations to contribute pursuant to this Section 7 are several in proportion to the number of Securities set forth opposite their respective names in Schedule A hereto and not joint.

The provisions of this Section shall not affect any other agreement among any of the Company, Jacobs and the Selling Shareholder with respect to contribution.

SECTION 8. Representations, Warranties and Agreements to Survive. All representations, warranties and agreements contained in this Agreement or in certificates of officers of the Company or any of its subsidiaries, Jacobs or the Selling Shareholder submitted pursuant hereto, shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of any Underwriter or its affiliates or selling agents, any person controlling any Underwriter, its officers or directors, any person controlling the Company or any person controlling Jacobs or the Selling Shareholder and (ii) delivery of and payment for the Securities.

#### SECTION 9. Termination of Agreement.

(a) *Termination.* The Representative may terminate this Agreement, by notice to the Company, Jacobs and the Selling Shareholder, at any time at or prior to the Closing Time (i) there has been, in the judgment of the Representative, since the time of execution of this Agreement or since the respective dates as of which information is given in the Registration Statement, the General Disclosure Package or the Prospectus, any material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business, or (ii) if there has occurred any material adverse change in the financial markets in the United States or the international financial markets, any outbreak of hostilities or escalation thereof or other calamity or crisis or any change or development involving a prospective change in national or international political, financial or economic conditions, in each case the effect of which is such as to make it, in the judgment of the Representative, impracticable or inadvisable to proceed with the completion of the offering or to enforce contracts for the sale of the Securities, or (iii) if trading in any securities of the Company has been suspended or materially limited by the Commission or the New York Stock Exchange, or (iv) if trading generally on the NYSE MKT or the New York Stock Exchange or in the Nasdaq Market has been suspended or materially limited, or minimum or maximum prices for trading have been fixed, or maximum ranges for prices have been required, by any of said exchanges or by order of the Commission, FINRA or any other governmental authority, or (v) a material disruption has occurred in commercial banking or securities settlement or clearance services in the United States or with respect to Clearstream or Euroclear systems in Europe, or (vi) if a banking moratorium has been declared by either Federal or New York authorities.

(b) *Liabilities.* If this Agreement is terminated pursuant to this Section, such termination shall be without liability of any party to any other party except as provided in Section 4 hereof, and provided further that Sections 1, 6, 7, 8, 14, 15, 16 and 17 shall survive such termination and remain in full force and effect.

SECTION 10. Default by One or More of the Underwriters. If one or more of the Underwriters shall fail at the Closing Time or a Date of Delivery to purchase the Securities which it or they are obligated to purchase under this Agreement (the “Defaulted Securities”), the Representative shall have the right, within 24 hours thereafter, to make arrangements for one or more of the non-defaulting Underwriters, or any other underwriters, to purchase all, but not less than all, of the Defaulted Securities in such amounts as may be agreed upon and upon the terms herein set forth; if, however, the Representative shall not have completed such arrangements within such 24-hour period, then:

(i) if the number of Defaulted Securities does not exceed 10% of the number of Securities to be purchased on such date, each of the non-defaulting Underwriters shall be obligated, severally and not jointly, to purchase the full amount thereof in the proportions that their respective underwriting obligations hereunder bear to the underwriting obligations of all non-defaulting Underwriters, or

(ii) if the number of Defaulted Securities exceeds 10% of the number of Securities to be purchased on such date, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter.

No action taken pursuant to this Section shall relieve any defaulting Underwriter from liability in respect of its default.

In the event of any such default which does not result in a termination of this Agreement, either the (i) Representative or (ii) the Company and the Selling Shareholder shall have the right to postpone Closing Time or the relevant Date of Delivery, as the case may be, for a period not exceeding seven days in order to effect any required changes in the Registration Statement, the General Disclosure Package or the Prospectus or in any other documents or arrangements. As used herein, the term “Underwriter” includes any person substituted for an Underwriter under this Section 10.

SECTION 11. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Underwriters shall be directed to BofA at One Bryant Park, New York, New York 10036, attention of Syndicate Department (email: dg.ecm\_execution\_services@bofa.com), with a copy to ECM Legal (email: dg.ecm\_legal@bofa.com); notices to the Company shall be directed to it at 4800 Westfields Blvd., Suite 400, Chantilly, Virginia 20151, attention of Paul W. Cobb, Jr.; Email: Whit.Cobb@amentum.com, with a copy (which shall not constitute notice) to Cravath, Swaine & Moore LLP, Two Manhattan West, 375 Ninth Avenue, New York, New York, 10001, Attention: Ryan J. Patrone and Michael E. Mariani, email: rpatrone@cravath.com and mmariani@cravath.com; notices to Jacobs shall be directed to it at 1999 Bryan Street, Suite 3500, Dallas, Texas 7520, attention of Justin Johnson; Email: justin.johnson@jacobs.com, with a copy (which shall not constitute notice) to Sullivan & Cromwell LLP, 125 Broad Street, New York, NY 10004, Attention: Patrick S. Brown and Alan J. Fishman, email: brownp@sullcrom.com and fishmana@sullcrom.com; and notices to the Selling Shareholder shall be directed to BofA at One Bryant Park, New York, New York 10036, attention of Syndicate Department.

SECTION 12. No Advisory or Fiduciary Relationship. Each of the Company, Jacobs and the Selling Shareholder acknowledges and agrees that (a) the purchase and sale of the Securities pursuant to this Agreement, including the determination of the initial public offering price of the Securities and any related discounts and commissions, is an arm’s-length commercial transaction between the Company, in one regard, Jacobs, in the second regard, and the Selling Shareholder, in the third regard, and the several Underwriters, in the fourth regard, and does not constitute a recommendation, investment advice, or solicitation of any action by the Underwriters, (b) in connection with the offering of the Securities and the process leading thereto, each Underwriter is and has been acting solely as a principal and is not the agent or fiduciary of the Company, any of its subsidiaries, Jacobs or the Selling Shareholder, or its respective stockholders, creditors, employees or any other party, (c) no Underwriter has assumed or will assume an advisory or fiduciary responsibility in favor of the Company, Jacobs or the Selling Shareholder with respect to the offering of the Securities or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company, any of its subsidiaries, Jacobs or the Selling Shareholder on other matters) and no Underwriter has any obligation to the Company, Jacobs or the Selling Shareholder with respect to the offering of the Securities except the obligations expressly set forth in this Agreement, (d) the Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of each of the Company, Jacobs and the Selling Shareholder, and (e) the Underwriters have not provided any legal, accounting, regulatory, investment or tax advice with respect to the offering of the Securities and the Company, Jacobs and each of the Selling Shareholder has consulted its own respective legal, accounting, financial, regulatory and tax advisors to the extent it deemed appropriate, and (f) none of the activities of the Underwriters in connection with the transactions contemplated herein constitutes a recommendation, investment advice or solicitation of any action by the Underwriters with respect to any entity or natural person. No principal-agent or other representative relationship is, or is intended to be, created between Jacobs and the Selling Shareholder, in fact or appearance, by any of the provisions of this Agreement, and Jacobs and the Selling Shareholder each hereby acknowledge that no liability or claim will arise or be asserted by any party

hereto, in whole or in part, on the basis of agency or the existence of a principal agent relationship or any similar doctrine. Jacobs and the Selling Shareholder acknowledge and agree that the Selling Shareholder is acting solely in the capacity of an arm's length contractual counterparty to Jacobs with respect to the transactions contemplated hereby and not as a financial advisor or fiduciary to, or an agent or representative of, Jacobs or any other person.

SECTION 13. Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

For purposes of this Section 13, a "BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k). "Covered Entity" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b). "Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable. "U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

SECTION 14. Parties. This Agreement shall each inure to the benefit of and be binding upon the Underwriters, the Company, Jacobs and the Selling Shareholder and their respective successors. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, firm or corporation, other than the Underwriters, the Company, Jacobs and the Selling Shareholder and their respective successors and the controlling persons and officers and directors referred to in Sections 6 and 7 hereof, as applicable, and their heirs and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. This Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the Underwriters, the Company, Jacobs and the Selling Shareholder and their respective successors, and said controlling persons and officers and directors and their heirs and legal representatives, as applicable, and for the benefit of no other person, firm or corporation. No purchaser of Securities from any Underwriter shall be deemed to be a successor by reason merely of such purchase.

SECTION 15. Trial by Jury. The Company (on its behalf and, to the extent permitted by applicable law, on behalf of its stockholders and affiliates), Jacobs, the Selling Shareholder and each of the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all

right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

SECTION 16. GOVERNING LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF, THE STATE OF NEW YORK WITHOUT REGARD TO ITS CHOICE OF LAW PROVISIONS.

SECTION 17. Consent to Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby shall be instituted in (i) the federal courts of the United States of America located in the City and County of New York, Borough of Manhattan or (ii) the courts of the State of New York located in the City and County of New York, Borough of Manhattan (collectively, the “Specified Courts”), and each party irrevocably submits to the exclusive jurisdiction (except for proceedings instituted in regard to the enforcement of a judgment of any such court, as to which such jurisdiction is non-exclusive) of such courts in any such suit, action or proceeding. Service of any process, summons, notice or document by mail to such party’s address set forth above shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or other proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such suit, action or other proceeding brought in any such court has been brought in an inconvenient forum.

SECTION 18. TIME. TIME SHALL BE OF THE ESSENCE OF THIS AGREEMENT. EXCEPT AS OTHERWISE SET FORTH HEREIN, SPECIFIED TIMES OF DAY REFER TO NEW YORK CITY TIME.

SECTION 19. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. Electronic signatures complying with the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309), as amended from time to time, or other applicable law will be deemed original signatures for purposes of this Agreement. Transmission by telecopy, electronic mail or other transmission method of an executed counterpart of this Agreement will constitute due and sufficient delivery of such counterpart.

SECTION 20. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 21. Other Agreements. Notwithstanding anything to the contrary contained herein, this Agreement shall not affect any other written agreement between Jacobs and the Company regarding the allocation of costs or expenses, indemnification, contribution or any other matter.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company, Jacobs and the Selling Shareholder a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement among the Underwriters, the Company, Jacobs and the Selling Shareholder in accordance with its terms.

Very truly yours,

AMENTUM HOLDINGS, INC.

By

\_\_\_\_\_  
Title:[●]

JACOBS ENGINEERING GROUP INC.

By

\_\_\_\_\_  
Title:[●]

BOFA SECURITIES, INC., as Selling Shareholder

By

\_\_\_\_\_  
Title:[●]

CONFIRMED AND ACCEPTED,  
as of the date first above written:

BOFA SECURITIES, INC.

By: BOFA SECURITIES, INC.

By \_\_\_\_\_  
Authorized Signatory

For itself and as Representative of the other Underwriters named in Schedule A hereto.

\_\_\_\_\_

SCHEDULE A

The initial public offering price per share for the Securities shall be \$[●].

The purchase price per share for the Securities to be paid by the several Underwriters shall be \$[●], being an amount equal to the initial public offering price set forth above.

Name of Underwriter	<u>Number of Initial Securities</u>
BofA Securities, Inc.	[●]
J.P Morgan Securities LLC	[●]
Morgan Stanley & Co. LLC	[●]
BNP Paribas Securities Corp.	[●]
TD Securities (USA) LLC	[●]
Total	[●]



SCHEDULE B

	<u>Number of Securities to be Sold</u>
BOFA SECURITIES, INC.	[●]
Total	[●]

SCHEDULE C-1

Pricing Terms

1. The Selling Shareholder is selling [●] shares of Common Stock.
2. The initial public offering price per share for the Securities shall be \$[●].

SCHEDULE C-2

Free Writing Prospectuses

None.

## SCHEDULE D

### List of Persons and Entities Subject to Lock-up

Stephen A. Arnette  
General Vincent K. Brooks  
Jill Bruning  
Darren Burton  
Steven J. Demetriou  
Benjamin Dickson  
General Ralph E. Eberhart  
John Heller  
S. Leslie Ireland  
Travis B. Johnson  
Barbara L. Loughran  
Sean Mullen  
Sandra E. Rowland  
Michele St. Mary  
Christopher M.T. Thompson  
Russell Trieman  
John Vollmer  
Connor Wentzell  
Stuart Young  
  
Jacobs Solutions Inc.

Lock-up Agreement

Form of Lock-up Agreement

●, 2025

BofA Securities, Inc.

as Representative of the several  
Underwriters to be named in the  
within-mentioned Underwriting Agreement

c/o BofA Securities, Inc.  
One Bryant Park  
New York, New York 10036

Re: Proposed Public Offering of Common Stock of Amentum Holdings, Inc.

Dear Ladies and Gentlemen:

The undersigned, a securityholder and/or an officer and/or a director, as applicable, of Amentum Holdings, Inc., a Delaware corporation (the “Company”), understands that BofA Securities, Inc. (in its capacity as representative of the underwriters, the “Representative”) proposes to enter into an Underwriting Agreement (the “Underwriting Agreement”) with the Company, Jacobs Engineering Group Inc. and the Selling Shareholder listed on Schedule B to the Underwriting Agreement providing for the public offering (the “Public Offering”) of shares of the Company’s common stock, par value \$0.01 per share (the “Common Stock”). In recognition of the benefit that the Public Offering will confer upon the undersigned as a securityholder and/or an officer and/or a director, as applicable, of the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees with each underwriter to be named in the Underwriting Agreement that, during the period beginning on the date of the Underwriting Agreement and ending on the date that is 90 days from the date of the Underwriting Agreement (the “Lock-Up Period”), the undersigned will not, without the prior written consent of the Representative (i) directly or indirectly, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock (“Other Securities”), whether now owned or hereafter acquired by the undersigned or with respect to which the undersigned has or hereafter acquires the power of disposition (including, without limitation, Common Stock or such other securities which may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the U.S. Securities and Exchange Commission (the “Commission”) and securities which may be issued upon exercise of a stock option or warrant) (collectively, the “Lock-Up Securities”), or exercise any right with respect to the registration of any of the Lock-Up Securities, or file, cause to be filed or cause to be confidentially submitted any registration statement in connection therewith, under the Securities Act of 1933, as amended (the “Securities Act”) (ii) enter into any hedging, swap, loan or any other agreement or any transaction (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward or any other derivative transaction or instrument, however described or defined) that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Lock-Up Securities, whether any such hedging, swap, loan or transaction is to be settled by delivery of Common Stock or other securities, in cash or otherwise, or (iii) publicly disclose the intention to do any of the foregoing described in clauses (i) and (ii) above.

Notwithstanding the foregoing, and subject to the conditions below, the undersigned may transfer the Lock-Up Securities without the prior written consent of the Representative in any one or more of the following transactions:

- (i) as a *bona fide* gift or gifts, including, without limitation, to a charitable organization or educational institution, or for *bona fide* estate planning purposes;
- (ii) upon death or by will, testamentary document or intestate succession;
- (iii) by operation of law, such as pursuant to a qualified domestic order, divorce settlement, divorce decree or separation agreement;
- (iv) pursuant to an order of a court or regulatory agency;
- (v) to any corporation, partnership, limited liability company or other entity of which the undersigned and/or the immediate family of the undersigned are the legal and beneficial owner of all of the outstanding equity securities or similar interests;
- (vi) to any immediate family member of the undersigned or any trust, partnership, limited liability company or other entity for the direct or indirect benefit of the undersigned or one or more immediate family members of the undersigned (for purposes of this lock-up agreement (this “Agreement”), “immediate family” of the undersigned shall mean any relationship by blood, current or former marriage, domestic partnership or adoption, not more remote than the first cousin of the undersigned);
- (vii) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (i) through (vi) above;
- (viii) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, (A) to another corporation, partnership, limited liability company, trust or other business entity that is an affiliate (as defined in Rule 405 promulgated under the Securities Act) of the undersigned, or to any investment fund or other entity controlling, controlled by, managing or managed by or under common control with the undersigned or affiliates of the undersigned (including, for the avoidance of doubt, where the undersigned is a partnership or a control person of a partnership, to such partnership’s general partner or a successor partnership or fund, or any other funds managed by such partnership), (B) as part of a distribution, transfer or disposition to current or former general or limited partners, limited liability company members, beneficiaries, stockholders of the undersigned or holders of similar equity interests in the undersigned, (C) to any wholly owned subsidiary of the undersigned or (D) if a transferee referred to under clauses (viii)(A) or (B) above is not a natural person, any director or indirect partner, member, beneficiary, stockholder equityholder of such transferee until the Lock-Up Securities come to be held by a natural person;
- (ix) to the Company upon the undersigned’s death, disability or termination of employment or other service relationship with the Company; *provided* that the Common Stock or Other Securities received under this clause shall remain subject to the restrictions contained in this Agreement;

- (x) (A) the receipt by the undersigned from the Company of any Common Stock or Other Securities upon the exercise of options, settlement of restricted stock units or other equity awards or the exercise of warrants which are outstanding as of the date of the final prospectus relating to the Public Offering (the “Prospectus”) pursuant to plans or programs disclosed in the Prospectus, or (B) the transfer of any Common Stock or Other Securities to the Company upon a vesting or settlement event of the Company’s restricted stock units or other equity awards, or upon the exercise of options or warrants to purchase the Company’s securities on a “cashless” or “net exercise” basis to the extent permitted by the instruments representing such securities, options, restricted stock units or other equity awards, or warrants (and solely to the extent necessary to cover the exercise price and the amount needed for the payment of taxes, including estimated taxes, due as a result of such vesting, settlement or exercise whether by means of a “net settlement” or otherwise) so long as such “cashless” exercise or “net exercise” is effected solely by the surrender of outstanding securities, options, restricted stock units or other equity awards, or warrants (or the Common Stock or Other Securities issuable upon the exercise or settlement thereof) to the Company and the Company’s cancellation of all or a portion thereof to pay the exercise price and/or withholding tax and remittance obligations; *provided* that (x) the Common Stock or Other Securities received upon exercise or settlement of the security, option, restricted stock unit or other equity award, or warrant are subject to the terms of this Agreement, and (y) that in the case of either (A) or (B), any public announcement or filing under Section 16(a) of the Exchange Act or any other public filing or disclosure shall clearly indicate that (i) the filing relates to the circumstances described in (A) or (B), as the case may be, (ii) no Lock-Up Securities were sold by the reporting person and (iii) the Lock-Up Securities retained by the undersigned after such “cashless” or “net exercise” are subject to a lock-up agreement with the underwriters of the Public Offering;
- (xi) the transfer of Common Stock or Other Securities in connection with a bona fide third-party tender offer, merger, consolidation or other similar transaction that is approved by the board of directors of the Company and made to all holders of Common Stock involving a Change of Control (as defined below), *provided* that in the event that the tender offer, merger, consolidation or other such transaction is not completed, the Lock-Up Securities owned by the undersigned shall remain subject to the restrictions contained in this Agreement. For the purposes of this clause (xi), “Change of Control” shall mean the consummation of any *bona fide* third-party tender offer, merger, consolidation or similar transaction, in one transaction or a series of related transactions, the result of which is that any “person” (as defined in Section 13(d)(3) of the Exchange Act), or group of persons, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of more than 50% of the total voting power of the voting stock of the Company (or the surviving entity);
- (xii) any transfer of shares of Common Stock or Other Securities to the Company pursuant to arrangements under which the Company has the option to repurchase such shares or other securities or a right of first refusal with respect to such securities; *provided* that the Common Stock or Other Securities received under this clause shall remain subject to the restrictions contained in this Agreement;
- (xiii) establishing, facilitating the establishment of or amending a trading plan pursuant to Rule 10b5-1 under the Exchange Act, *provided* that (i) such plan does not provide for the transfer of Lock-Up Securities during the Lock-Up Period and (ii) to the extent a public

announcement or filing under the Exchange Act, if any, is required of the undersigned or the Company regarding the establishment or amendment of such plan, such announcement or filing shall include a statement to the effect that no transfer of Lock-Up Securities may be made under such plan during the Lock-Up Period;

(xiv) for the avoidance of doubt, confidential or non-public submissions to the Commission of any registration statements under the Securities Act if no public announcement of such confidential or non-public submission shall be made; and

(xv) transactions as permitted by the prior written consent of the Representative;

*provided* that in the case of any transfer, distribution or other disposition pursuant to clause (i) and clauses (v) through (viii) above, (a) the Representative receives a signed lock-up agreement in the form of this Agreement for the balance of the Lock-Up Period from each donee, devisee, trustee, distributee, or transferee, as the case may be, (b) any such transfer shall not involve a disposition for value and (c) any required filing during the Lock-Up Period with the Commission on Form 4 or Form 5 in accordance with Section 16(a) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) shall clearly indicate in the footnotes thereto that the Lock-Up Securities retained by the transferee, donee or distributee are subject to a lock-up agreement with the underwriters of the Public Offering; and

*provided further* that in the case of any transfer pursuant to clauses (iii), (iv) and (xii), any filing in accordance with Section 16(a) of the Exchange Act made during the Lock-Up Period shall clearly indicate that the transfer is by operation of law, court order, or in connection with a divorce settlement, or a repurchase by the Company, as the case may be;

Furthermore, notwithstanding the foregoing, the undersigned may sell or transfer Common Stock or Other Securities purchased by the undersigned on the open market following the date of the Prospectus; *provided* that (i) such sales or transfers are not required to be reported during the Lock-Up Period with the Commission on Form 4 or Form 5 in accordance with Section 16(a) of the Exchange Act, and (ii) the undersigned does not otherwise voluntarily effect any such public filing or report regarding such sales or transfers during the Lock-Up Period. [The undersigned may exchange or dispose of shares of Common Stock in connection with the Public Offering pursuant to the terms of the Exchange Agreement.]<sup>1</sup>

[Notwithstanding anything to the contrary herein, the undersigned may freely transfer the Lock-Up Securities or any other shares of Common Stock held by the undersigned without the prior written consent of the Representative in connection with any *pro rata* distribution of Common Stock by Jacobs Engineering Group Inc. or Jacobs Solutions Inc. to its shareholders; provided that such transfer is not a disposition of Common Stock for value.]<sup>2</sup>

The undersigned acknowledges and agrees that the underwriters have neither provided any recommendation or investment advice nor solicited any action from the undersigned with respect to the Public Offering of the Common Stock and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. The undersigned further acknowledges and agrees that, although the underwriters may be required or choose to provide certain Regulation Best Interest and Form CRS disclosures to you in connection with the Public Offering, the

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<sup>1</sup> To be included in Jacobs' lockup agreement.

<sup>2</sup> To be included in Jacobs' lockup agreement.



underwriters are not making a recommendation to you to enter into this Agreement and nothing set forth in such disclosures is intended to suggest that any underwriter is making such a recommendation.

[If the undersigned is not a natural person, the undersigned represents and warrants that no single natural person, entity or “group” (within the meaning of Section 13(d)(3) of the Exchange Act), other than a natural person, entity or “group” (as described above) that has executed a Lock-Up Agreement in substantially the same form as this Lock-Up Agreement, beneficially owns, directly or indirectly, 50% or more of the common equity interests, or 50% or more of the voting power, in the undersigned.]<sup>3</sup>

The undersigned hereby represents and warrants that the undersigned has full power, capacity and authority to enter into this Agreement. The undersigned understands that the Company and the underwriters are relying upon this Agreement in proceeding toward the consummation of the Public Offering. The undersigned further understands that this Agreement is irrevocable and shall be binding upon the undersigned’s heirs, legal representatives, successors and assigns.

The undersigned also agrees and consents to the entry of stop transfer instructions with the Company’s transfer agent and registrar against the transfer of the Lock-Up Securities except in compliance with the foregoing restrictions.

Notwithstanding anything to the contrary contained herein, in no event shall the restrictions in this Agreement apply to any transaction in Common Stock, Other Securities or any other securities that are held by an investment fund and beneficially owned by a partner in such investment fund that is not the undersigned, even if the undersigned is a general partner, control person, adviser, or manager of such investment fund.

Notwithstanding anything to the contrary contained herein, this Agreement will automatically terminate and the undersigned will be released from all of their or its obligations hereunder upon the earliest to occur, if any, of the following: (i) prior to the execution of the Underwriting Agreement, the Company advises the Representative in writing that it has determined not to proceed with the Public Offering, (ii) the Company files an application with the Commission to withdraw the registration statement relating to the Public Offering, (iii) the Underwriting Agreement is executed but is terminated (other than with respect to the provisions thereof which survive termination) prior to payment for and delivery of the Common Stock to be sold thereunder or (iv) [●], 2025 in the event that the Public Offering shall not have occurred on or before such date (provided that the Company may, by written notice to the undersigned prior to such date, extend such date for a period of up to an additional [●] months).

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. Electronic signatures complying with the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309), as amended from time to time, or other applicable law will be deemed original signatures for purposes of this Agreement. Transmission by telecopy, electronic mail or other transmission method of an executed counterpart of this Agreement will constitute due and sufficient delivery of such counterpart.

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<sup>3</sup> To be included in Jacobs' lockup agreement.

*[Signature page follows]*

Very truly yours,

[NAME OF STOCKHOLDER / OFFICER/  
DIRECTOR]

By: \_\_\_\_\_  
Name:  
Title:

If not signing in an individual capacity:

\_\_\_\_\_  
Name of Authorized Signatory (Print)

\_\_\_\_\_  
Title of Authorized Signatory (Print)  
*(Indicate capacity of person signing if signing as custodian, trustee,  
or on behalf of an entity.)*

*[Signature Page to Lock-up Agreement]*



March 10, 2025

Amentum Holdings, Inc.  
Registration Statement on Form S-1

Ladies and Gentlemen:

We have acted as counsel for Amentum Holdings, Inc., a Delaware corporation (the “Company”), in connection with the registration statement on Form S-1, as amended (the “Registration Statement”), filed with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Securities Act”), with respect to the registration of 19,464,174 shares of common stock, par value \$0.01 per share, of the Company (the “Shares”). The Shares are being sold pursuant to the terms of the underwriting agreement (the “Underwriting Agreement”) to be executed by the Company, Jacobs Engineering Group Inc. (“JEG”), a Delaware corporation and wholly-owned subsidiary of Jacobs Solutions Inc., a Delaware corporation, the selling shareholder named in Schedule B of the Underwriting Agreement and BofA Securities, Inc., as representative of the underwriters named in Schedule A of the Underwriting Agreement.

In that connection, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary or appropriate for the purposes of this opinion, including, without limitation: (a) the Amended and Restated Certificate of Incorporation of the Company; (b) the Amended and Restated Bylaws of the Company; and (c) certain resolutions adopted by the Board of Directors of the Company.

In rendering our opinion, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies and the authenticity of the originals of such latter documents. As to all questions of fact material to this opinion that have not been independently established, we have relied upon certificates or comparable documents of officers and representatives of the Company.

Based on the foregoing and in reliance thereon, we are of opinion that the Shares are validly issued, fully paid and non-assessable.

We are admitted to practice in the State of New York, and we express no opinion as to matters governed by any laws other than the laws of the State of New York, the General Corporation Law of the State of Delaware and the Federal laws of the United States of America. The reference and

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**WASHINGTON, D.C.**

1601 K Street NW  
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T+1-202-869-7700  
F+1-202-869-7600

CRAVATH, SWAINE & MOORE LLP

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limitation to “General Corporation Law of the State of Delaware” includes the statutory provisions and all applicable provisions of the Delaware Constitution and reported judicial decisions interpreting these laws.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.1 to the Registration Statement. We also consent to the reference to our firm under the caption “Legal Matters” in the Registration Statement. In giving this consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ Cravath, Swaine & Moore LLP

Amentum Holdings, Inc.  
4800 Westfields Blvd., Suite #400  
Chantilly, VA 20151

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Entity Name	State or Country of Incorporation or Organization
AC First, LLC	Delaware
Advanced Range Enterprise Solutions LLC	Delaware
Advanced Range Enterprise Solutions LLC	Delaware
Aeroptic, LLC	Massachusetts
Afghan Holdco LLC	Delaware
Africa Expeditionary Services LLC	Delaware
AGS Sudan Limited	South Sudan
Airport & MRO Facilities Nigeria Limited	Nigeria
Alkali Metal Processing Limited	United Kingdom
Alliance for Space Communications to Enable New Discovery, LLC	Florida
Amazon Finance LLC	Delaware
Amentum (UK) Ltd.	United Kingdom
Amentum APAC Pty Limited	Australia
Amentum Australia Pty Limited	Australia
Amentum Brazil Ltda	Brazil
Amentum Business Support Services Inc.	Philippines
Amentum Clean Energy France SAS	France
Amentum Clean Energy Limited	United Kingdom
Amentum Clean Energy SA (Pty) Ltd	South Africa
Amentum Commercial Operations, Inc.	Delaware
Amentum Digital Infrastructure, Inc.	New Jersey
Amentum E&C Limited	United Kingdom
Amentum Enterprise Asset Solutions Constructions Limited	United Kingdom
Amentum Enterprise Assets Solutions Limited	United Kingdom
Amentum Environment & Energy, Inc.	Ohio
Amentum Facility Management UK Ltd.	United Kingdom
Amentum Global Services - Australia Pty Ltd	Australia
Amentum Government Services Holdings LLC	Delaware
Amentum Government Services Holdings Sub LLC	Delaware

Amentum Government Services Parent Holdings LLC	Delaware
Amentum Government Services, Inc.	Delaware
Amentum Holdings LLC	Delaware
Amentum International Nuclear Services Limited	United Kingdom
Amentum International Holdings UK Ltd.	United Kingdom
Amentum Japan KK	Japan
Amentum Mitie Pacific LLC	Delaware
Amentum N&E Holdings LLC	Delaware
Amentum N&E UK Holdings Limited	United Kingdom
Amentum National Security Programs, Inc.	Virginia
Amentum Nuclear & Environment Holdings, Inc.	Delaware
Amentum Operaciones Comerciales	Mexico
Amentum Operaciones Comerciales CR	Costa Rica
Amentum Services Canada, Inc.	Canada
Amentum Services SDN. BHD.	Malaysia
Amentum Services, Inc.	Delaware
Amentum Singapore Pte. Ltd.	Singapore
Amentum Spaceport LLC	Delaware
Amentum Special Mission Services, Inc.	Pennsylvania
Amentum SPV LLC	Delaware
Amentum Technical Services LLC	Delaware
Amentum Technology, Inc.	Tennessee
Antarctic Science Alliance LLC	Delaware
ASCEND Aerospace and Technology LLC	Florida
Augility Pty Limited	Australia
Automotive Testing Operations, LLC	Delaware
Avicom do Brasil Manutencao de Aeronaves Ltda	Brazil
Blue Canopy Group, LLC	Virginia
Bravour Leistungen GmbH	Germany
Buffalo Group LLC	Delaware
Canadian National Energy Alliance Ltd.	Canada

Canadian Nuclear Laboratories Ltd.	California
Carondelet Energy Readiness LLC	Delaware
Casals & Associates, Inc.	Virginia
Cavendish Dounreay Partnership Limited	United Kingdom
Centra Services Corporation	Massachusetts
Centra Technology, Inc.	Maryland
CH2M Hill BWXT West Valley, L.L.C	Delaware
CH2M HILL GmbH	Germany
CH2M Hill IDC SARL	France
CH2M Hill New York Inc.	New York
CH2M HILL Plateau Remediation Company	Washington
CH2M-WG Idaho, LLC	Idaho
CH2M-WG Idaho, LLC	Idaho
Courage Services, Inc.	Virginia
Critical Mission Services sp. z.o.o (Poland NewCo)	Poland
Culpeper National Security Solutions LLC	Delaware
Cumbria Nuclear Solutions Limited	United Kingdom
Defense Support Services International 3 LLC	Delaware
Defense Support Services International, LLC	Delaware
Delta Bridge, Inc.	Virginia
DTS Aviation Services LLC	Nevada
DynCorp Aerospace Operations LLC	Delaware
DynCorp International Business Services Private Limited	India
DynCorp International LLC	Delaware
DynCorp International Services GmbH	Germany
DynCorp International Services LLC	Virginia
DynCorp LLC	Delaware
DZSP 21 LLC	Delaware
EG&G Defense Materials, Inc.	Utah
Energy, Safety & Risk Consultants (UK) Limited	United Kingdom



Energy, Security and Technology Canada Ltd.	Canada
Energy, Security and Technology LLC (dba ES&T North America)	Delaware
Energy, Security and Technology UK Limited	United Kingdom
Equitas International LLC	Delaware
Expeditionary Logistics Services LLC	Egypt
Expeditionary Services Benin LLC	Benin
Fast Reactor Technology Limited	United Kingdom
Federal Network Systems LLC	Delaware
Four Rivers Nuclear Partnership, LLC	Delaware
Future Investment Group LLC	Egypt
GL Systems LLC	Delaware
Global Linguist Solutions LLC	Delaware
Global Linguist Solutions Turkey Tercüme Hizmetleri Limited Şirketi	Turkey
Global Management Services GmbH	Germany
Global Sourcing Solutions	Cayman Islands
Greenline Systems Canada Ulc	Canada
Jacobs Clean Energy Limited	United Kingdom
Jacobs Clean Energy s.r.o	Czech Republic
Jacobs Multiconsult Decommissioning ANS	Norway
Jacobs Slovakia s.r.o.	Slovakia
JT4, LLC	Delaware
Lear Siegler Logistics International, Inc.	Delaware
Macfadden & Associates, Inc.	Virginia
Macfadden International Suarl	Tunisia
McNeil Security, Inc.	Virginia
Mission Conversion Services Alliance, LLC	Delaware
Mission Support and Test Services, LLC	Delaware
Momentum SNC	France
MS Federal Services, Inc.	Nevada
MSFS Holdings US, Inc.	Nevada

MT Holding Corp.	Delaware
National Nuclear Corporation Limited	United Kingdom
National Security Technologies, LLC	Delaware
Nuclear Laboratory Partners of Canada, Inc.	Canada
OneAim	Unincorporated joint venture
Pacific Architects and Engineers, LLC	Delaware
Pacific Operations Maintenance Company	California
PAE (Australia) Pty. Limited	Australia
PAE Applied Technologies International LLC	Delaware
PAE Applied Technologies LLC	Delaware
PAE Canada, Inc.	California
PAE Colombia Ltda.	Colombia
PAE Design and Facility Management	California
PAE Foundation	Bosnia and Herzegovina
PAE Global Support LLC	Delaware
PAE Government Services Colombia S.A.S.	Colombia
PAE Government Services Mexico, S. De R.L. De C.V.	Mexico
PAE Government Services, Inc.	California
PAE Humanitarian Response LLC	Delaware
PAE India Support Center LLP	India
PAE International	California
PAE Justice Support	Virginia
PAE LLC	Delaware
PAE Logistics LLC	California
PAE Services Canada Inc.	Canada
PAE Shared Services LLC	Delaware
PAE Shield Acquisition Company LLC	Delaware
PAE Training Services, LLC	Delaware
PAE Worldwide Incorporated	Delaware
PAE-Perini LLC	Delaware
Phoenix Consulting Group, LLC	Alabama

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PUMMA	Unincorporated joint venture
PWR Power Projects Limited	United Kingdom
Quality Systems Engineering Consortium, LLC	California
RSI Amentum Environmental Solutions, LLC	Tennessee
SA Environmental Services II LLC	New York
SafeG	Unincorporated joint venture
Savannah River Completion Alliance, LLC	Delaware
Savannah River Missions Operations LLC	Delaware
Savannah River Remediation LLC	Delaware
Service Systems (Singapore) Pte. Ltd.	Singapore
Services International LLC	Delaware
Sotera Defense Solutions, Inc.	Delaware
TATE, Incorporated	Maryland
The KeyW Corporation	Maryland
The KeyW Holding Corporation	Maryland
Triple20 LLC	Maryland
UCOR LLC (fka URS-CH2M Oak Ridge, LLC)	Tennessee
United Cleanup Oak Ridge LLC	Delaware
URS Federal Project Services, LLC	Maryland
URS Federal Services International, Inc.	Delaware
USA Repository Services LLC	Delaware
Washington Closure Hanford LLC	Delaware
Washington Demilitarization Company, LLC	Delaware
Washington Government Environmental Services Company LLC	Delaware
Washington Savannah River Company LLC	Delaware
West Valley Cleanup Alliance LLC	Delaware
West Valley Nuclear Services Company LLC	Delaware
WGI Global Inc.	Nevada
Worldwide For General Services, Construction And Engineering Services And Subsistence Services LLC	Iraq
Worldwide Management and Consulting Services LLC	Delaware

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Worldwide Recruiting and Staffing Services LLC

Delaware

WSMS-MK LLC

Tennessee

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption “Experts” in the Registration Statement (Form S-1) and related Prospectus and Prospectus Supplement of Amentum Holdings, Inc. for the registration of 19,464,174 shares of its common stock and to the incorporation by reference therein of our report dated December 17, 2024, except for Note 19, as to which the date is March 7, 2025, included in Amentum Holdings, Inc.’s Current Report on Form 8-K dated March 7, 2025, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP  
Tysons, Virginia  
March 10, 2025

Consent of Independent Registered Public Accounting Firm for Critical Mission Solutions and Cyber & Intelligence Businesses

We consent to the reference to our firm under the caption "Experts" and to the use of our report dated March 7, 2024 with respect to the combined financial statements of the Critical Mission Solutions and Cyber & Intelligence Businesses of Jacobs Solutions Inc. incorporated by reference in the Registration Statement (Form S-1) and related Prospectus and Prospectus Supplement of Amentum Holdings, Inc. for the registration of 19,464,174 shares of its common stock.

/s/ Ernst & Young LLP

Dallas, Texas

March 10, 2025