



240.14d-2(b))

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



**ITEM 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers**

KBR, Inc. announced that Mark S. Williams was appointed, effective as of January 18, 2010, as KBR's new Group President, overseeing KBR's Government & Defense, Infrastructure & Minerals, and Power & Industrial Business Units. Mr. Williams joins KBR from Jacobs Engineering, where he most recently served as Group Vice President of Jacobs' Northern Europe Region and Managing Director of the Dutch and German Corporations serving the oil, gas and chemicals private sector industries. Mr. Williams previously served as Senior Vice President within Jacobs' Aerospace and Defense Sector. His tenure at Jacobs began in 1985. Prior to joining Jacobs, Mr. Williams worked in various Federal Government Services roles of increasing responsibility with Science Applications International Corporation (SAIC) and other defense and aerospace firms. Mr. Williams holds a master's degree in both electrical engineering and systems analysis, and a bachelor's degree in mathematics. He also served four years active duty as a security policeman in the U.S. Air Force.

A copy of the press release announcing Mr. Williams' appointment is attached hereto as Exhibit 99.1.

Mr. Williams will receive a salary of \$450,000, prorated to his date of employment and will be granted a signing bonus of restricted stock units valued at \$100,000. Mr. Williams also will be eligible to participate in the KBR, Inc. 2006 Stock and Incentive Plan, as amended, including the KBR Senior Executive Performance Pay Plan adopted thereunder, the KBR Supplemental Executive Retirement Plan, and all other compensation and benefit plans available to KBR senior executives. These plans are described in KBR's proxy statement for its 2009 annual meeting of stockholders filed on April 1, 2009, and are listed as exhibits to KBR's annual report on Form 10-K for the year ended December 31, 2008. Mr. Williams also entered into a severance and change in control agreement, a copy of which is attached hereto as Exhibit 10.1. The following summary of the terms of the form agreement is qualified in its entirety by reference to Exhibit 10.1.

The agreement terminates automatically on the earlier of (i) Mr. Williams' termination of employment with KBR and its affiliates or (ii) in the event of a change in control during the term of the agreement, two years following the change in control.

The agreement provides for (i) severance termination benefits (prior to a change in control), (ii) double-trigger change in control termination benefits (on or after a change in control), and (iii) death, disability, and retirement benefits. As a condition of receipt of these benefits (other than the death and disability benefits), Mr. Williams must first execute a release and full settlement agreement. The agreement contains customary confidentiality, noncompetition, and nonsolicitation covenants, as well as a mandatory arbitration provision. In addition, the agreement contains a clawback provision that allows KBR to recover any benefits paid under the agreement if KBR determines within two years after Mr. Williams' termination of employment that his employment could have been terminated for cause.

**ITEM 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

10.1 Severance and Change in Control Agreement.

99.1 Press Release dated January 11, 2010, entitled "KBR Announces Appointment of Group President."





SIGNATURE

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

**KBR, INC.**

Date: January 19, 2010

By:

/s/ Jeffrey B. King  
Jeffrey B. King  
Vice President, Public Law

