

**BOFA SECURITIES, INC.
BANK OF AMERICA, N.A.
One Bryant Park
New York, New York 10036**

October 26, 2022

Tetra Tech, Inc.
3475 E. Foothill Blvd.
Pasadena, CA 91107
Attention: Steven M. Burdick, Executive Vice President, Chief Financial Officer

Project Romeo
RPS Acquisition Term Loan Facility
Amended and Restated Fee Letter

Ladies and Gentlemen:

This amended and restated fee letter (this “Fee Letter”) is delivered to you in connection with the Third Amended and Restated Credit Agreement, dated as of the date hereof (the “Credit Agreement”) among you, the other Borrowers party thereto, the Subsidiary Guarantors party thereto, the Lenders party thereto and Bank of America, N.A. (“Bank of America”), which contemplates an RPS Acquisition Term Loan Facility of up to \$500 million. Terms that are defined in the Credit Agreement have the meanings given therein, unless otherwise defined herein. This Fee Letter amends and restates in its entirety the fee letter dated as of September 23, 2022 (the “Original Fee Letter”) among BofA Securities, Inc. (or its designated affiliates, “BofA Securities” and, together with Bank of America, “BofA”, “we” or “us”), Bank of America and you without constituting a novation thereof. It is understood and agreed that the Credit Agreement supersedes and replaces the commitments set forth in the Commitment Letter as defined in the Original Fee Letter (the “Commitment Letter”).

In connection with, and in consideration of the agreements contained in, the Credit Agreement, you agree with us as follows:

1. RPS Acquisition Term Loan Facility Fees.

As consideration for the agreements of BofA under the Credit Agreement, you agree to pay or cause to be paid, the following fees:

- (a) to BofA Securities, for its own account, an arrangement fee (the “Arrangement Fee”) in an amount equal to 10.0 basis points (up to 50% of which may be allocated to other arrangers to be agreed) on the aggregate commitments with respect to the RPS Acquisition Term Loan Facility on the Effective Date, which Arrangement Fee shall be earned, due and payable in full on the Effective Date; and
- (b) to the Administrative Agent, for the ratable account of each of the Lenders (including Bank of America), upfront fees (the “Upfront Fees”), subject to the Bridge Upfront Fee Credit described below, as follows:

(i) 7.5 basis points on the aggregate commitments with respect to the RPS Acquisition Term Loan Facility on the Effective Date, which shall be earned, due and payable in full on the Effective Date; and

(ii) 7.5 basis points on the aggregate principal amount of RPS Acquisition Term Loans funded under the RPS Acquisition Term Loan Facility on the RPS Acquisition Closing Date, which shall be earned, due and payable in full on the RPS Acquisition Closing Date.

Notwithstanding the foregoing, in the event that the Effective Date occurs not later than the 60th day following September 23, 2022, then the Upfront Fees shall not be payable by you but instead shall be paid by Bank of America from a portion of the “Upfront Fees” paid to Bank of America by you on September 23, 2022 with respect to Tranche A of the Bridge Facility (as set forth in Section 4(b)(A)(i) of the Fee and Syndication Letter among us and you dated as of September 23, 2022) corresponding to that portion of the commitments under Tranche A of the Bridge Facility that is reduced on the Effective Date by the aggregate amount of commitments under the RPS Acquisition Term Loan Facility (the “Bridge Upfront Fee Credit”).

Notwithstanding the foregoing, it is understood and agreed that the Administrative Agent will allocate the Upfront Fees (but not the Arrangement Fee) ratably among the Lenders (including Bank of America) according to their allocated commitments in connection with the syndication of the RPS Acquisition Term Loan Facility.

You also agree to pay to Bank of America, as Administrative Agent under the RPS Acquisition Term Loan Facility, for its own account, an administration fee equal to \$25,000 per annum, which administration fee shall be earned, due and payable annually in advance on the RPS Acquisition Closing Date solely to the extent any RPS Acquisition Term Loans are funded under the RPS Acquisition Term Loan Facility and on each anniversary thereof until the RPS Acquisition Term Loan Facility is terminated and the loans thereunder paid in full, and in addition to reimbursement of Bank of America’s out-of-pocket expenses required to be reimbursed in accordance with the Credit Agreement.

2. General.

You agree that, once paid, the fees or any part thereof payable hereunder and under the Credit Agreement will not be refundable under any circumstances. All fees payable hereunder and under the Credit Agreement will be paid in immediately available funds and shall not be subject to reduction by way of set-off or counterclaim and shall be free and clear of and without deduction for any and all present or future applicable taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto (with appropriate gross-up for withholding taxes). All fees received by us hereunder or under the Credit Agreement may be shared among our affiliates as we may determine in our sole discretion.

You agree that (a) you will not disclose this Fee Letter or the contents hereof other than as permitted by the confidentiality provisions of the Commitment Letter and (b) your obligations under this Fee Letter shall survive the expiration or termination of the Commitment Letter, Credit Agreement and the RPS Acquisition Closing Date.

It is understood that this Fee Letter shall not constitute or give rise to any obligation on the part of any of us to provide or arrange any financing; such an obligation will arise only under the Credit Agreement if accepted in accordance with its terms. This Fee Letter may not be amended or any

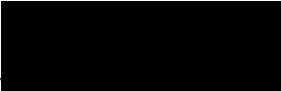

provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto. THIS FEE LETTER AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS FEE LETTER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. This Fee Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Fee Letter by telecopy, facsimile or other electronic transmission (*e.g.*, a “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Fee Letter. Section headings used herein are for convenience of reference only, are not part of this Fee Letter and are not to affect the construction of, or to be taken into consideration in interpreting, this Fee Letter.

[The remainder of this page intentionally left blank.]

If the foregoing is in accordance with your understanding, please sign and return this Fee Letter to us.

Very truly yours,

BOFA SECURITIES, INC.

By:  _____
Name: 
Title: Vice President

BANK OF AMERICA, N.A.

By: _____
Name:
Title:

If the foregoing is in accordance with your understanding, please sign and return this Fee Letter to us.

Very truly yours,

BOFA SECURITIES, INC.

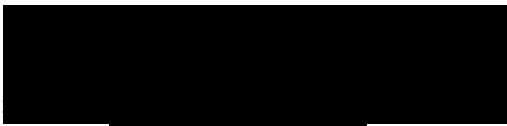
By: _____
Name:
Title:

BANK OF AMERICA, N.A.

By:  _____
Name: 
Title: Director

Accepted and agreed to as of the date first written above:

TETRA TECH, INC.

By 

Name: 
Title: Chief Financial Officer