

Bank of America, N.A., as Administrative Agent
One Bryant Park
New York, New York 10036

October 7, 2022

Project Romeo
Notice of Reduction of Commitments under the Bridge Credit Agreement

Reference is made to that certain Bridge Credit Agreement, dated as of September 23, 2022 (the “Bridge Credit Agreement”, by and among Tetra Tech, Inc., a Delaware corporation (the “Borrower”), the lenders from time to time party thereto and Bank of America, N.A., as the administrative agent (in such capacity, the “Administrative Agent”). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Bridge Credit Agreement.

In accordance with Sections 2.07(c) and (d) of the Bridge Credit Agreement, we hereby notify you that on the date hereof the Borrower has entered into an amendment to the Existing Credit Agreement (the “Amendment”) and that:

1. (i) the Amendment is a Qualifying Loan Facility for the purpose of borrowing Acquisition Revolving Loans of up to \$350,000,000, which (a) is for the stated purpose of financing the Target Acquisition, (b) has conditions to availability of such Acquisition Revolving Loans which are no more restrictive on the Borrower than the conditions precedent set forth in Section 4.02 of the Bridge Credit Agreement and (c) has been executed and become effective on the date hereof;

(ii) the Sterling Equivalent of the commitments under the Amendment with respect to such Acquisition Revolving Loans is £322,521,194 (the “Reduction Amount); and

(iii) on and as of the date hereof, (a) the Tranche B Commitments have been permanently reduced to £0 by an amount equal to £267,000,000 of the Reduction Amount, and (b) the Tranche A Commitments have been permanently reduced by an amount equal to £55,521,194 of the Reduction Amount.

2. (i) the Amendment permits the full amount of the Obligations (and any Indebtedness of the Borrower incurred to replace or refinance (in whole or in part) the Bridge Credit Agreement and the Obligations) to be secured on the “Collateral” on a pari passu basis with the “Obligations” (each as defined in the Existing Credit Agreement) without being subject to any “no-default”, financial covenant or similar condition; and

(ii) on and as of the date hereof, the Tranche C Commitments have therefore been automatically terminated.

Therefore, after giving effect to the foregoing, the remaining amount of Commitments as of the date hereof are:

- (a) Tranche A Commitments: £391,478,806
- (b) Tranche B Commitments: £0
- (c) Tranche C Commitments: \$0

This notice will be governed by and construed in accordance with the laws of the State of New York without regard to conflict of law principles that would result in the application of any law other than the law of the state of New York. Delivery of an executed counterpart of a signature page of this Notice of Reduction of Commitments by facsimile or other electronic transmission (including .pdf) will be as effective as delivery of a manually executed counterpart hereof.

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Very truly yours,

TETRA TECH, INC.

By: 

Name: 

Title: Chief Financial Officer

Accepted and Agreed,

BANK OF AMERICA, N.A.

By:

Name:

Title: Director

