

**THIS LETTER IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.** If you are in any doubt as to the action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or other independent financial adviser duly authorised under the Financial Services and Markets Act 2000 if you are resident in the United Kingdom, or from another appropriately authorised independent financial adviser if you are resident in a territory outside the United Kingdom.

## **RPS GROUP PLC SHORT TERM ANNUAL BONUS PLAN**

### **IMPORTANT: PLEASE READ**

This Letter supersedes the letter dated 1 September 2022 from RPS Group plc and WSP Group Holdings Limited. This Letter relates to the recommended acquisition of RPS Group plc by Tetra Tech UK Holdings Limited, which was announced on 23 September 2022. Tetra Tech's offer is £2.22 in cash per RPS Share, which is greater than the £2.06 in cash per RPS Share offered under the WSP Offer.

If you have already chosen to exercise your unvested options on Court Sanction in connection with the WSP Offer, please note that your choice related to the WSP Offer only. It will not take effect for Tetra Tech's offer. **IF YOU WISH TO EXERCISE YOUR UNVESTED OPTIONS ON COURT SANCTION OF TETRA TECH'S OFFER (AS DEFINED IN THIS LETTER), YOU WILL THEREFORE NEED TO MAKE YOUR CHOICE AGAIN.**

This Letter is important and explains the impact of the Acquisition on your options and what you need to do. Please read it carefully.

You will need to make a decision about when you want to exercise your options. More detail is set out in this Letter but if you want to exercise on Court Sanction and receive value for any unvested options at the earliest opportunity, **the deadline for you to make your choice is 5.00 p.m. UK time on 14 November 2022.**

Please note that all unexercised options will lapse in full six months after Court Sanction (unless they lapse earlier in accordance with their terms) so if you do nothing, your options will lapse and you will receive no value for them. **Therefore, we recommend that you exercise your options before they lapse.**

RPS Group plc  
20 Western Avenue  
Milton Park  
Abingdon  
Oxfordshire  
OX14 4SH

Tetra Tech UK Holdings Limited  
1 Northfield Road  
Reading  
Berkshire  
RG1 8AH

To: Participants ("**Participants**") in the RPS Group plc Short Term Annual Bonus Plan ("**STABP**")

11 October 2022

Dear Participant

**Recommended cash acquisition of RPS Group plc ("RPS") by Tetra Tech UK Holdings Limited ("Tetra Tech") a wholly-owned subsidiary of Tetra Tech, Inc.**

As you know, RPS, Tetra Tech and Tetra Tech, Inc. announced on 23 September 2022 that they had agreed the terms of a recommended acquisition of RPS by Tetra Tech. In this letter, this is referred to as the "**Acquisition**".

This Letter tells you about the impact of the Acquisition on the options you hold under the STABP, the choices you have, assuming the Acquisition proceeds, and what you need to do. **Once you have made your choice, you will not be able to change it.**

**The Acquisition supersedes the WSP Offer. You received a letter dated 1 September 2022 from RPS and WSP Group Holdings Limited regarding the WSP Offer ("WSP Letter"). Although this Letter and the WSP Letter look similar, they are different. If you have already chosen to exercise your unvested options on Court Sanction in connection with the WSP Offer, your choice will not take effect for Tetra Tech's offer. If you wish to exercise your options on Court Sanction of Tetra Tech's offer, you will therefore need to complete and return the new enclosed Instruction form to Equiniti, as set out below.**

**Tetra Tech's offer is £2.22 in cash per RPS Share, which is greater than the £2.06 in cash per RPS Share offered under the WSP Offer. Apart from the identity of the company that would acquire the RPS Shares and the price for which they are acquired, the terms of the Acquisition and the impact of the Acquisition on your options under the STABP are substantively similar to the terms of the WSP Offer.**

At the back of this Letter you will find a definitions section which explains the key defined terms used in this Letter. A copy of this Letter can also be found on RPS's website at <https://www.rpsgroup.com/tetra-tech-offer/> and on Tetra Tech's website at <https://www.tetratech.com/investor-offer>. This Letter should be read together with the Scheme Document.

## **Proposal**

Tetra Tech is required by the Takeover Code to make an "appropriate proposal" to holders of options to safeguard their interests in the context of the Acquisition.

The **proposal** is that you exercise any options you hold on Court Sanction or within six months after Court Sanction and receive £2.22 for each RPS Share received on exercise (which is in line with what RPS Shareholders will receive for each of their RPS Shares under the Scheme).

### Actions available to you

Please read this Letter in full.

If you then wish to exercise your options on Court Sanction, **to receive value from unvested options as soon as possible**, you can do so by completing and returning the enclosed Instruction form to Equiniti at EquinitiPremier1@equiniti.com to be received by **no later than 5.00 p.m. UK time on 14 November 2022**.

Details of your choices to exercise your options at other times are set out in this Letter.

**If you do nothing, your options will ultimately lapse and you will receive no value for them.**

### Recommendation

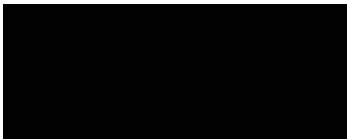
The RPS Directors, who have been so advised by Gleacher Shacklock and AEC Advisors as to the financial terms of the proposal set out in this Letter, consider the terms of such proposal to be fair and reasonable in the context of the Acquisition. In providing their advice to the RPS Directors, Gleacher Shacklock and AEC Advisors have taken into account the commercial assessments of the RPS Directors. Gleacher Shacklock is providing independent financial advice to the RPS Directors for the purposes of Rule 15.2 of the Takeover Code.

The RPS Directors recommend that you accept the proposal as set out in this Letter and exercise your options before they lapse. You should consider your own personal circumstances, including your tax position, when deciding your preferred timing for exercising the options you hold.

### Questions

If you have any questions on the contents of this Letter, please contact Karen Atterbury via email at karen.atterbury@rpsgroup.com but please be aware that no legal, tax, financial or investment advice on the Acquisition, the STABP and/or your choices can be provided by RPS, Tetra Tech or Tetra Tech, Inc..

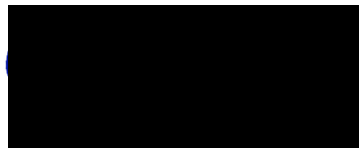
Yours faithfully




, Chairman

For and on behalf of

**RPS Group plc**



, Company Secretary

For and on behalf of

**Tetra Tech UK Holdings Limited**

## SECTION 1. IMPACT ON YOUR OPTIONS

### 1. When can I exercise my options?

If your options have already vested, you can exercise them when you choose (subject to the RPS share dealing code) up to the date that they lapse – this will be six months after Court Sanction (unless they lapse earlier under the rules of the STABP).

If your options have not already vested, they will do so in full on Court Sanction (unless they vest earlier under the rules of the STABP) and you can exercise them from that date until six months after Court Sanction (unless they lapse earlier under the rules of the STABP).

### 2. What are my choices?

You have three choices if your options have already vested (Choices 1, 2 and 3) and two choices if your options are currently unvested (Choices 1 and 3).

If you do nothing, your options will ultimately lapse and you will receive no value for them.

#### **Choice 1: exercise your options on Court Sanction – all options**

If you elect to exercise your options on Court Sanction (**to receive value from unvested options as soon as possible**), each of the RPS Shares you receive on exercise of your options will be bought automatically by Tetra Tech under the Acquisition. You will receive £2.22 for each RPS Share (subject to the deductions mentioned below).

Any tax and social security contributions that the RPS Group is required to withhold will be deducted from the cash proceeds paid to you.

To exercise your options on Court Sanction, **to receive value from unvested options as soon as possible, please complete and return the enclosed Instruction form** to Equiniti at EquinitiPremier1@equiniti.com to be received by **no later than 5.00 p.m. UK time on 14 November 2022**.

#### **Choice 2: exercise your options before Court Sanction – already vested options only**

You can choose to exercise your options before Court Sanction subject to obtaining prior clearance to deal in accordance with the RPS share dealing code.

To exercise your options before Court Sanction, you will need to submit a request to do so via the online portal. The last date on which the exercise of an option will be processed before Court Sanction will be five Business Days before Court Sanction. You can access the online portal at [www.esp-portal.com/clients/rpsgroup](http://www.esp-portal.com/clients/rpsgroup).

You will have the usual choices for the RPS Shares you receive on exercise of your options – keep them, sell enough to pay any tax and social security contributions that the RPS Group is required to withhold together with any applicable fees or sell all of them (subject in all cases to any applicable holding period in accordance with the rules of the STABP). You will receive the prevailing market price for any RPS Shares you sell before Court Sanction. If you still hold any

RPS Shares when Court Sanction takes place,<sup>1</sup> these will be bought automatically by Tetra Tech under the Acquisition for £2.22 for each RPS Share.

*Please note that you can only exercise options before Court Sanction as set out in this Choice 2 if your options are already vested.*

*If you do exercise vested options before the Court Sanction, and also hold unvested options, you also need to take action under Choice 1 or Choice 3 in order to exercise unvested options and receive value for them.*

### **Choice 3: exercise your options in the six month period after Court Sanction – all options**

*Please note if you want to wait to exercise options after the Court Sanction in accordance with Choice 3 you will need to remember to take further action after the Court Sanction and your options will **ultimately lapse** if you do not do so. If you instead want to take action now to ensure your options are exercised at the time of Court Sanction please refer to Choice 1 above.*

If you elect to exercise your options in the six month period after Court Sanction, each of the RPS Shares you receive on exercise will be bought automatically by Tetra Tech. You will receive £2.22 for each RPS Share (subject to the deductions mentioned below).

If you exercise your options under Choice 3, your options will be exercised at a later time. This means you would still receive the same cash consideration, but **you will receive payment later than exercising under Choice 1.**

Any tax and social security contributions that the RPS Group is required to withhold will also be deducted from the cash proceeds paid to you.

If you elect to exercise your options in the six month period after Court Sanction, you do not have to do anything until after Court Sanction. When you are ready to exercise, you will need to submit a request to exercise your options via the online portal or (if the online portal ceases to be available) by submitting a paper exercise instruction.

If you do not submit a request to exercise your options so that your exercise instruction is received in time to be processed within the six month period after Court Sanction, your options will lapse (unless they lapse earlier under the rules of the STABP) and **you will receive no value for them.**

### **3. Can I exercise my options in full?**

If your options have already vested, yes, you can exercise to the full extent to which your option is already vested.

If you hold unvested options, yes, your options will vest in full on Court Sanction.

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<sup>1</sup> And assuming you do not sell these shares before the “record time” for the Scheme (which is expected to take place the following business day)

If you exercise your option, you will also be entitled to the settlement of any dividend equivalents that have accrued on the RPS Shares over which you exercise.

**4. If the Acquisition proceeds, when will I receive my cash payments after I exercise my options?**

**For Choice 1 (all options):**

If the Acquisition goes ahead, the cash consideration will be payable by Tetra Tech within 14 days of the Acquisition completing. This consideration will be received on your behalf and then paid to you (less deductions for income tax and social security contributions that the RPS Group is required to withhold) through the next practicable payroll after the cash consideration has been despatched by Tetra Tech.

You will receive payment in your payroll currency and, if different from GBP, payment will be converted to your payroll currency at the exchange rate available to RPS on or around the date of payment.

**For Choice 2 (already vested and exercised options only):**

If you exercised vested options prior to Court Sanction, and if the Acquisition goes ahead and you still hold RPS Shares from your options, the cash consideration will be despatched to you directly by Tetra Tech within 14 days of the Acquisition completing. Details on how the Acquisition would apply to your RPS Shares in this case are set out in the Scheme Document.

**For Choice 3 (all options):**

The same process as under Choice 1 will apply, save that your options will be exercised, and the cash consideration will be despatched to you, **at a later time** than under Choice 1.

**5. Can I make different choices for different options?**

Yes, if you hold options granted in different years, you can choose to exercise each of those options at different times or choose not to exercise them at all.

Any choice you make for an option in a particular year will apply to all of that option.

**6. What happens under the other RPS Share Plans?**

If you also participate in any other RPS Share Plans, you will receive a separate communication about these plans.

**7. What happens if I leave the RPS Group?**

**Before the date of this Letter**

If you have already left the RPS Group, you will be able to exercise any unvested options (to the extent they vest in accordance with the rules of the STABP) and any vested options under Choice 1, 2 or 3 (as described above), provided that your vested options may not be exercised later than six months from the date you left the RPS Group, at which time any unexercised vested options will lapse.

If you make Choice 1 after you have left the RPS Group and the Court Sanction will occur after your options will have lapsed, your request to exercise your options under Choice 1 will not take effect.

### **Between the date of this Letter and Court Sanction**

If you leave the RPS Group as a Good Leaver between the date of this Letter and Court Sanction, you will be able to exercise:

- (a) any options that are already vested under Choice 1, 2 or 3, provided that your options may not be exercised later than six months from the date you left the RPS Group, at which time any unexercised vested options will lapse; and
- (b) any unvested options under Choice 1, 2 or 3 to the extent they vest in accordance with the rules of the STABP, provided that, if your options vest when you leave, they may not be exercised later than six months from the date you left the RPS Group, at which time any unexercised options will lapse.

If you leave the RPS Group otherwise than as a Good Leaver between the date of this Letter and Court Sanction, any unvested options you hold under the STABP will lapse on the date you leave the RPS Group.

If you elect for Choice 1 then leave the RPS Group, and the Court Sanction will occur after your options will have lapsed, your request to exercise your options under Choice 1 will not take effect.

### **After Court Sanction**

If you leave the RPS Group after Court Sanction, you will be able to exercise your vested options under Choice 3, provided that your vested options may not be exercised later than six months after Court Sanction, at which time any unexercised options will lapse.

## **8. How do I pay the income tax and social security contributions?**

For exercises under Choices 1 and 3, any income tax and social security contributions that the RPS Group is required to deduct will be deducted from the cash consideration payable to you by Tetra Tech for the RPS Shares you receive on exercise.

If the RPS Group is not required to deduct income tax and social security contributions, it will be your responsibility to meet any tax liabilities.

If you exercise a vested option prior to Court Sanction under Choice 2, any income tax and social security contributions that the RPS Group is required to deduct will be deducted under separate arrangements with RPS in line with RPS' normal practice.

## **9. What happens if I do nothing?**

If you do not submit a request to exercise your options via the online portal so it is received and processed within the six month period after Court Sanction (or any earlier lapse date which applies to your options), your options will lapse and you will receive no value for them.

**10. How do I access the online portal?**

You can access the online portal at [www.esp-portal.com/clients/rpsgroup](http://www.esp-portal.com/clients/rpsgroup).



## **SECTION 2. ACQUISITION SUMMARY**

### **1. How does the Acquisition work?**

The Acquisition is expected to be carried out through a process called a "scheme of arrangement". The Scheme has to be approved by RPS Shareholders and the Court. If you want to read more about this, please go to <https://www.rpsgroup.com/tetra-tech-offer/> on the RPS website, or <https://www.tetrattech.com/investor-offer> on the Tetra Tech website, where you will find the Scheme Document about the Acquisition that was sent to RPS Shareholders on 11 October 2022. A copy of this Letter is also available on the same RPS website and Tetra Tech website.

### **2. What can RPS Shareholders receive under the Acquisition?**

For each RPS Share sold to Tetra Tech through the Scheme, an RPS Shareholder will receive £2.22.

### **3. When will the Acquisition take place?**

The date for Court Sanction has not yet been set but is anticipated to occur by the end of 2022. The timing of Court Sanction and the Acquisition completing (known as the Effective Date) will be announced when known.

### **4. What will happen if the Acquisition does not complete?**

If Court Sanction is not obtained, or if the Acquisition does not complete for some other reason, your options will continue unaffected as before (regardless of any choices you have made).

### SECTION 3. DEFINITIONS

<b>Acquisition</b>	the recommended cash acquisition being made by Tetra Tech to acquire the entire issued and to be issued share capital of RPS (or by way of Takeover Offer (as defined in the Scheme Document) under certain circumstances described in the Scheme Document) to be effected by means of the Scheme and, where the context admits, any subsequent revision, variation, extension or renewal thereof
<b>AEC Advisors</b>	AEC Advisors LLC
<b>Business Day</b>	a day (other than Saturdays, Sundays and public holidays) on which banks are open for business in London
<b>Court</b>	the High Court of Justice in England and Wales
<b>Court Sanction</b>	the sanctioning of the Scheme by the Court, expected to occur by the end of 2022. RPS will confirm the exact date once it is known
<b>Effective Date</b>	the date on which the Scheme becomes effective in accordance with its terms
<b>Gleacher Shacklock</b>	Gleacher Shacklock LLP
<b>Good Leaver</b>	a Participant whose option under the STABP continues following or vests on their cessation of employment with the RPS Group in accordance with the rules of the STABP
<b>Instruction</b>	the instruction form enclosed with this Letter
<b>Letter</b>	the letter dated 11 October 2022 from RPS and Tetra Tech explaining the impact of the Acquisition on options under the STABP
<b>Long-stop Date</b>	9 August 2023, or such later date as may be agreed by Tetra Tech and RPS (with the Takeover Panel's consent and as the Court may approve (if such approval(s) are required))
<b>RPS Articles</b>	the articles of association of RPS, as amended from time to time
<b>RPS Board</b>	the board of RPS Directors from time to time
<b>RPS Directors</b>	the directors of RPS at the time of this Letter or, where the context so requires, the directors of RPS from time to time
<b>RPS Group</b>	RPS and its subsidiary undertakings and, where the context permits, each of them
<b>RPS Remuneration Committee</b>	the remuneration committee of the RPS Board from time to time
<b>RPS Shareholders</b>	the registered holders of RPS Shares from time to time
<b>RPS Share Plans</b>	the RPS Group plc Executive Long Term Incentive Plan (the " <b>ELTIP</b> "), the RPS Group plc 2014 International Share Purchase Plan and the US Share Purchase Plan (together the " <b>ISPP</b> "), the RPS Group plc Short Term Annual Bonus Plan (the " <b>STABP</b> "), the RPS Group plc Share Incentive Plan (2004) and the RPS Group plc Share Incentive Plan 2014 (together the " <b>SIPs</b> ") and the RPS Group plc 2014 Performance Share Plan (the " <b>PSP</b> ")

<b>RPS Shares</b>	the ordinary shares of three pence each in the capital of RPS
<b>Scheme</b>	the proposed scheme of arrangement under Part 26 of the Companies Act 2006 between RPS and the RPS Shareholders in connection with the Acquisition, with or subject to any modification, addition or condition approved or imposed by the Court and agreed by RPS
<b>Scheme Document</b>	the document dated 11 October 2022 sent to RPS Shareholders to explain the Scheme
<b>Takeover Code</b>	the City Code on Takeovers and Mergers
<b>WSP Offer</b>	the offer by WSP Group Holdings Limited to acquire the entire issued and to be issued ordinary share capital of RPS for 206 pence per RPS Share

## SECTION 4. LEGAL NOTES

**The release, publication or distribution of this Letter and accompanying documents, in whole or in part, directly or indirectly, in, into or from jurisdictions other than the United Kingdom may be restricted by the laws of those jurisdictions and therefore persons into whose possession these documents come should inform themselves about, and observe, any such restrictions. Any failure to comply with the restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by law, RPS, Tetra Tech and Tetra Tech, Inc. disclaim any responsibility or liability for the violation of such restrictions by such persons. This Letter is not a prospectus or a prospectus exempted document.**

Your options are governed by the rules of the STABP and in the event of a conflict between this Letter and the rules of the STABP or any relevant legislation, the rules of the STABP or the legislation will prevail. Unless the context otherwise requires, words and expressions defined in the Scheme Document and the rules of the STABP have the same meaning in this Letter.

Gleacher Shacklock, which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, is acting exclusively as financial adviser to RPS and no one else in connection with the Acquisition and shall not be responsible to anyone other than RPS for providing the protections afforded to clients of Gleacher Shacklock nor for providing advice in connection with the Acquisition or any matter referred to herein.

AEC Advisors, which provides M&A advice under an exemption from registration issued by the United States Securities and Exchange Commission, is acting exclusively as financial adviser to RPS and no one else in connection with the Acquisition and shall not be responsible to anyone other than RPS for providing the protections afforded to clients of AEC Advisors nor for providing advice in connection with the Acquisition or any matter referred to herein. No representation or warranty, express or implied, is made by AEC Advisors as to the contents of this Letter.

Each of Gleacher Shacklock and AEC Advisors has given and not withdrawn its written consent to the issue of this Letter with the inclusion of references to its name in the form and context in which it appears.

The RPS Directors, whose names are set out in Part 5 (*Additional Information*) of the Scheme Document, each accept responsibility for the information contained in this Letter (including any expressions of opinion) other than the information (and expressions of opinion) contained in this Letter in respect of Tetra Tech, Tetra Tech, Inc. or the Tetra Tech Group, for which responsibility is taken by the Tetra Tech Directors and the Tetra Tech, Inc. Directors pursuant to the following paragraph. To the best of the knowledge and belief of the RPS Directors (who have taken all reasonable care to ensure that such is the case), the information (including any expressions of opinion) contained in this Letter for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Tetra Tech Directors and the Tetra Tech, Inc. Directors, whose names are set out in Part 5 (*Additional Information*) of the Scheme Document, each accept responsibility for the information contained in this Letter (including any expressions of opinion) relating to Tetra Tech, Tetra Tech, Inc., the Tetra Tech Group, the Tetra Tech Directors, the Tetra Tech, Inc. Directors and members of their immediate families, related trusts and persons connected with them. To the best of the knowledge and belief of the Tetra Tech Directors and the Tetra Tech, Inc. Directors (who have taken all reasonable care to ensure that such is the case), the information (including any expressions of opinion) contained in this Letter for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

Accidental omission to despatch this Letter to, or any failure to receive the same by, any person to whom the proposals are made or should be made, shall not invalidate the proposals in this Letter in any way.

Receipt of documents will not be acknowledged. All documents sent by or to a Participant will be sent at the individual's own risk. If a Participant has received this Letter in electronic form, he/she may request that copies of this Letter be sent to him/her in hard copy form and that all future documents sent to him/her be in hard copy form. Requests should be submitted to Tracy Cook via email at [tracy.cook@rpsgroup.com](mailto:tracy.cook@rpsgroup.com).

Please also read the additional information addressed to people in certain countries as set out in the "Overseas Shareholders" section at paragraph 17 of Part 2 (*Explanatory Statement*) of the Scheme Document as if that wording is set out in this Letter and addressed to you, as appropriate.

The statements contained in this Letter are not to be construed as legal, investment, financial or tax advice. If you are in any doubt about the contents of this Letter, you should consult your own independent legal adviser, investment adviser, financial adviser or tax adviser for legal, investment, financial or tax advice.

The Letter will be governed by and construed in accordance with English law and any dispute arising in connection therewith, including non-contractual disputes, will be subject to the exclusive jurisdiction of the Courts of England and Wales.