

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

September 23, 2022

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

Project Romeo  
Term Loan Facility  
Commitment Letter

Ladies and Gentlemen:

Reference is made to the Bridge Credit Agreement, dated the date hereof (as amended, extended, supplemented, amended and restated or otherwise modified from time to time, the "Bridge Credit Agreement") and the Commitments and Loans thereunder, the "Bridge Facility"), by and among Tetra Tech, Inc., a Delaware corporation (the "Borrower" or "you"), Bank of America, N.A. ("Bank of America"), as administrative agent (in such capacity, the "Administrative Agent"), Bank of America, as the initial Lender thereunder (in such capacity, the "Initial Lender"), and the other Lenders from time to time party thereto. Capitalized terms used but not defined herein are used with the meanings assigned to them in the Bridge Credit Agreement. You have informed us that you (through one of your wholly-owned subsidiaries) intend to consummate the Target Acquisition (as defined in the Bridge Credit Agreement).

For purposes of this letter (together with the exhibits and annexes hereto, this "Commitment Letter"), "BofA", "we" or "us" means Bank of America and BofA Securities, Inc. (or its designated affiliates, collectively, "BofA Securities").

The Borrower intends to replace the Bridge Facility by obtaining up to \$800 million of gross proceeds from (a) its borrowing of term loans under a senior secured term loan facility (the "Term Loan Facility" and the loans thereunder the "Term Loans") in an aggregate principal amount of up to \$300 million, (b) its borrowing of revolving loans (the "Revolving Loans") in an aggregate principal amount of up to \$300 million under the Existing Credit Agreement (as defined in Annex A hereto), and (c) its issuance of senior secured debt securities in a private placement, convertible debt securities and/or other debt securities in an aggregate principal amount of up to \$200 million (such securities, together with any equity securities, equity-linked securities and/or hybrid debt-equity securities issued to finance the Transactions, the "Securities", and together with the Term Loans and the Revolving Loans, the "Permanent Financing").

It is understood and agreed that you and BofA intend that upon the execution, delivery and effectiveness of definitive documentation for the Term Loan Facility by the parties thereto that contains terms consistent in all respects with those set forth in this Commitment Letter and otherwise as mutually agreed in good faith between the Borrower and the Lead Arranger (the "Term Loan Agreement" and, together with such documentation, the "Credit Documentation"), the commitments with respect to the Bridge Facility shall automatically be reduced by the Sterling equivalent of the amount of the commitments under the Term Loan Facility as a "Qualifying Loan Facility" in accordance with Section 2.07 of the Bridge Credit Agreement.

The Target Acquisition, the borrowing of the Term Loans and the issuance or borrowing of the Permanent Financing and/or the Bridge Facility and the other transactions contemplated by or related to the foregoing are collectively referred to herein as the “Transactions”.

1. Commitment and Engagement. In connection with the foregoing,

(a) Bank of America is pleased to advise you of its commitment to provide \$75 million of the Term Loan Facility (in such capacity, the “Initial Term Lender”); and

(b) (i) BofA Securities is pleased to advise you of its willingness, and you hereby engage BofA Securities to act as a joint lead arranger and joint bookrunner (in such capacity, the “Lead Arranger”) for the Term Loan Facility, and in connection therewith to use commercially reasonable efforts to arrange a syndicate of lenders for the Term Loan Facility (collectively, the “Lenders”) as selected by you in consultation with the Lead Arranger, including Bank of America, and (ii) Bank of America is pleased to advise you of its willingness, and you hereby engage Bank of America, to act as sole and exclusive administrative agent (in such capacity, the “Administrative Agent”) for the Term Loan Facility, upon the terms and subject to the conditions set forth in Exhibit A hereto (the “Term Sheet”).

(c) BofA will have “lead left” placement on all marketing materials relating to the Term Loan Facility and will perform the duties and exercise the authority customarily performed and exercised by it in such role. You further agree that no other titles will be awarded and no compensation (other than that expressly contemplated by this Commitment Letter and the Fee Letter referred to below) will be paid in order to obtain commitments in connection with the Term Loan, unless you and the Lead Arranger shall so agree; provided, that (x) you may appoint additional lead arrangers and bookrunners (each, an “Additional Arranger”), syndication agents, documentation agents, co-arrangers and similar titles in respect of the Term Loan Facility and (y) it is acknowledged that you and the Lead Arranger intend that the appointment of titles and the allocation of compensation be in accordance with the ranges and parameters memorialized between you and the Lead Arranger as of the date hereof (the “Syndication Plan”) or as otherwise is acceptable to you and the Lead Arranger. The commitment of the Initial Term Lender in respect of the Term Loan Facility and the undertaking of the Lead Arranger to provide the services described herein are subject only to the satisfaction or waiver of each of the conditions precedent set forth under the headings “Conditions to Effective Date” and “Conditions to Availability of the Loans on the Closing Date” in the Term Sheet. All capitalized terms used and not otherwise defined herein shall have the same meanings as specified therefor in the Term Sheet.

Except as set forth above with respect to Bank of America’s commitments hereunder to provide a portion of the Term Loan Facility, the Borrower acknowledges that this Commitment Letter shall not constitute or give rise to any obligation on the part of Bank of America or any of its affiliates to provide or commit to provide the balance of the commitments for the Term Loan Facility in excess of such portion.

2. Syndication. The Lead Arranger intends to commence syndication of the Term Loan Facility promptly after the date hereof. Such syndication shall each be managed by the Lead Arranger in consultation and coordination with the Borrower; provided, however, that (x) the selection of Lenders shall be subject to the Borrower’s approval in its sole discretion (it being agreed that you approve each “Lender” which is a party to the Existing Credit Agreement and each proposed Lender that is set forth in the Syndication Plan) and (y) the Lead Arranger shall not syndicate the Term Loan Facility to any Disqualified Institution (as defined below).

“Disqualified Institution” means any person that is (i) designated by you, by written notice delivered to the Lead Arranger on or prior to the date hereof, as a (x) disqualified institution or other entity, or (y) competitor

of Borrower or its subsidiaries (“Competitor”), (ii) any person designated by you, by written notice delivered to the Lead Arranger, or that is clearly identifiable, solely on the basis of such person’s name, in each case, as an affiliate of any person referred to in clauses (i)(x) or (i)(y) above (“Disqualified Affiliate”) or (iii) any affiliates of the Lead Arranger or deal teams thereof that are engaged as principals primarily in private equity or distressed financing (the persons described in in clauses (i), (ii) and (iii) are collectively, the “Disqualified Institutions”); provided, however, Disqualified Institutions shall (A) exclude any person that you have designated as no longer being a Disqualified Institution by written notice delivered to the Lead Arranger from time to time and (B) include any person that is added as a Competitor or Disqualified Affiliate, pursuant to a written supplement to the list of Competitors or Disqualified Affiliates that are Disqualified Institutions, that is delivered by you after the date hereof to the Lead Arranger or to the Administrative Agent. Such supplement shall become effective upon delivery to the Lead Arranger or the Administrative Agent, and shall not apply retroactively to disqualify the transfer of an interest in the Term Loan Facility that was effective prior to the effective date of such supplement. Notwithstanding the foregoing, in no event shall a Bona Fide Lending Affiliate be a Disqualified Institution, unless such Bona Fide Lending Affiliate is identified under clause (i)(x) above. “Bona Fide Lending Affiliate” shall mean any bona fide debt fund, investment vehicle, regulated banking entity or non-regulated lending entity that is primarily engaged in making, purchasing, holding or otherwise investing in commercial loans or bonds and/or similar extensions of credit in the ordinary course of business.

From and after the date hereof and until the earlier of 60 days following the Closing Date (as defined in the Term Sheet) and the completion of syndication of the Term Loan Facility (such date, the “Syndication Date”), you agree to actively assist the Lead Arranger. Such assistance shall include (a) your providing and causing your advisors to provide, the Lead Arranger and the Lenders, upon reasonable request, with all information reasonably requested by the Lead Arranger to complete such syndication, including, but not limited to, information and evaluations prepared by you and your and its advisors, or on your or its behalf, relating to the Transactions, (b) your using commercially reasonable efforts to provide assistance to the Lead Arranger in the preparation of a confidential information memorandum with respect to the Term Loan Facility in form and substance customary for transactions of this type and otherwise reasonably satisfactory to the Lead Arranger (an “Information Memorandum”) and other customary marketing materials (including a customary lender presentation) (other than materials the disclosure of which would violate any law, rule or regulation or any confidentiality obligation or waive attorney-client privilege, but you hereby agree promptly (i) if and to the extent within your control, to use commercially reasonable efforts to (x) if reasonably requested by the Lead Arranger, obtain waivers with respect to confidentiality obligations (but not attorney-client privilege) and (y) otherwise provide such information that does not violate such confidentiality obligations and (ii) to notify the Lead Arranger as to what is not being provided under this exception, but solely to the extent that providing such notice would not violate such confidentiality obligation) to be used in connection with the syndication of the Term Loan Facility (collectively with the Term Sheet and any additional summary of terms prepared for distribution to Public Lenders (as defined below), the “Information Materials”), (c) your using your commercially reasonable efforts to ensure that the syndication efforts of the Lead Arranger benefit from your existing lending relationships, and (d) your otherwise reasonably assisting the Lead Arranger in its syndication efforts, including by making your officers and advisors, available from time to time to attend and make presentations at one or more meetings (which may be by conference call or other virtual medium) of prospective Lenders at reasonable times and places to be mutually agreed, subject to confidentiality agreements acceptable to the Borrower and the Lead Arranger.

In order to facilitate an orderly and successful syndication of the Term Loan Facility, you agree that until the Syndication Date, the Borrower and its subsidiaries will not, in each case, without the consent of the Lead Arranger, issue, offer, place or arrange debt or equity securities or any syndicated credit facilities (other than (a) the Bridge Facility, an amendment to the Existing Credit Agreement (as contemplated by the Bridge Credit Agreement) and the Permanent Financing, (b) ordinary course letter of

credit facilities, overdraft protection, short term working capital facilities, ordinary course local credit facilities of foreign subsidiaries (including the renewal, replacement or refinancing thereof with the same general form of financing), factoring arrangements, purchase money debt, fixed asset financings (including capital leases, financial leases and sale-leasebacks), hedging and cash management and similar obligations, (c) any intercompany debt incurred among the Borrower and its subsidiaries, (d) Indebtedness assumed pursuant to any acquisition and not incurred in contemplation thereof, (e) other indebtedness in an aggregate principal amount not to exceed \$100,000,000 that is not incurred for the purposes of financing any portion of the Transactions and (f) any other financing agreed to by the Lead Arranger, such agreement not to be unreasonably withheld), in each case, if such issuance, offering, placement or arrangement could reasonably be expected to materially impair the primary syndication of the Term Loan Facility.

It is understood and agreed that the Lead Arranger will manage and control all aspects of the syndication of the Term Loan Facility in consultation and coordination with you, including, decisions as to the selection of prospective Lenders and any titles offered to proposed Lenders, other than Disqualified Institutions, when commitments will be accepted and the final allocations of the Commitments among the Lenders.

Notwithstanding anything set forth in this letter agreement, the Credit Documentation or any other agreement or undertaking concerning the Term Loan Facility, none of the foregoing obligations under the provisions of this Section 2 nor the commencement, conduct or completion of the syndication contemplated by this Section 2 is a condition to the commitments hereunder or the funding of the Term Loan Facility on the Closing Date.

3. Information Requirements. You hereby represent and warrant that (a) all written information, other than (i) any Projections (as defined below), (ii) forward-looking information, (iii) estimates and (iv) other information of a general economic or industry nature (the “Information”), that has been or is hereafter made available to the Lead Arranger or any of the Lenders by or on behalf of you or any of your representatives in connection with any aspect of the Transactions (which representation and warranty shall be only to your knowledge to the extent it relates to the Acquired Business or its businesses prior to the Closing Date), when taken as a whole, is and will be when furnished correct in all material respects and does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not materially misleading in light of the circumstances under which such statements were made or are made, when taken as a whole (giving effect to all supplements and updates provided thereto) and (b) any written financial projections concerning the Borrower, the Acquired Business and their respective subsidiaries that have been or are hereafter made available to the Lead Arranger or any of the Lenders by or on behalf of you or any of your representatives (the “Projections”) have been or will be prepared in good faith based upon assumptions that were believed by the Borrower to be reasonable as of the date such Projections are prepared and as of the date such Projections are made available to the Lead Arranger (it being understood that the Projections are as to future events and are not to be viewed as facts, that the Projections are subject to significant uncertainties and contingencies, many of which are beyond your control, that no assurance can be given that any particular Projections will be realized and that actual results during the period or periods covered by any such Projections may differ significantly from the projected results and such differences may be material). You agree that if at any time prior to the later of the Syndication Date and the Closing Date, you become aware that any of the representations in the preceding sentence would be incorrect in any material respect (only to your knowledge with respect to Information, estimates and forward looking information relating to the Acquired Business prior to the Closing Date) if the Information and Projections were being furnished, and such representations were being made, at such time, then you will (and with respect to the Acquired Business, use your commercially reasonable efforts to) promptly supplement, or cause to be supplemented, the Information and Projections so that such representations (to the best of your knowledge with respect to Information and forward looking information relating to the Acquired Business prior to the Closing Date)

will be correct in all material respects at such time. Notwithstanding anything set forth above, the accuracy of the foregoing representations and warranties, whether or not supplemented, and any obligation to supplement the Information and Projections shall not be a condition to the obligations of the Initial Lender hereunder. In arranging and syndicating the Term Loan Facility, BofA is and will be using and relying on the Information and the Projections without independent verification thereof.

You acknowledge that the Lead Arranger will make available Information Materials to the proposed syndicate of Lenders by posting the Information Materials on IntraLinks, SyndTrak or another similar electronic system.

Before distribution of any Information Materials, you shall provide the Lead Arranger with a customary letter (i) authorizing the dissemination of the Information Materials, (ii) if such distribution is to prospective Public Lenders (as defined below) (if reasonably requested by the Lead Arranger in light of progress of syndication of the Term Loan Facility), confirming the absence of MNPI (as defined below) therefrom, (iii) exculpating you, the Acquired Business, the Lead Arranger and your and their respective subsidiaries and affiliates from all liability related to the use or misuse of the Information Materials and (iv) containing a customary representation as to the accuracy thereof consistent with the representation in the first paragraph of this Section 3 (but without any knowledge qualification and without giving effect to any later supplements).

If reasonably requested by the Lead Arranger in light of progress of syndication of the Term Loan Facility, you will use commercially reasonable efforts to assist the Lead Arranger in preparing an additional version of the Information Materials not containing material non-public information (within the meaning of the United States federal and state securities laws, “MNPI”) (the “Public Information Materials”) to be distributed to certain prospective Lenders (such Lenders, “Public Lenders”; all other Lenders, “Private Lenders”) who may have personnel that do not wish to receive MNPI with respect to the Borrower, the Acquired Business, their respective affiliates or any other entity, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such entities’ securities. In such event, at our request, you shall use commercially reasonable efforts to identify Public Information Materials by clearly and conspicuously marking the same as “PUBLIC” (but shall have no obligation to do so).

#### 4. Fees and Indemnities.

(a) You agree to pay, or cause to be paid, the fees set forth in the separate fee letter with respect to the Term Loan Facility addressed to you, dated as of the date hereof, from BofA (the “Fee Letter”). You also agree to reimburse BofA from time to time promptly after demand for all reasonable and documented or invoiced out-of-pocket fees and expenses (including, but not limited to, the reasonable and documented fees, disbursements and other charges of outside counsel) incurred in connection with the Term Loan Facility, the syndication thereof, the preparation of the Credit Documentation therefor and the other transactions contemplated hereby and thereby whether or not the Closing Date occurs or any Credit Documentation is executed and delivered or any extensions of credit are made under the Term Loan Facility.

(b) You also agree to indemnify and hold harmless BofA and each of its affiliates and controlling persons, successors and assigns and their respective officers, directors, employees, agents, advisors and other representatives (each, an “Indemnified Party”) from and against (and will reimburse each Indemnified Party as the same are incurred for) any and all claims, damages, losses, liabilities and expenses (including, without limitation, the reasonable fees, disbursements and other charges of counsel (but limited, in the case of legal fees and expenses, to the reasonable and documented or invoiced out-of-pocket fees and expenses of one counsel, but excluding the allocated cost of internal counsel, representing

all of the Indemnified Parties, taken as a whole, and, if necessary, of a single local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions) for all such Indemnified Parties, taken as whole (and, in the case of an actual or perceived conflict of interest where the Indemnified Party affected by such conflict notifies you of the existence of such conflict and thereafter retains its own counsel, those of another firm of counsel for each such affected Indemnified Party and, if necessary, of a single local counsel in each appropriate jurisdiction))) that may be incurred by or asserted or awarded against any Indemnified Party, in each case, arising out of or in connection with any actual or prospective claim, investigation, litigation, arbitration or proceeding, or preparation of a defense in connection therewith, in connection with (a) any aspect of the Transactions or any of the other transactions contemplated hereby or (b) the Term Loan Facility or any use made or proposed to be made with the proceeds thereof, except to the extent such claim, damage, loss, liability or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from (x) such Indemnified Party's (or its Related Parties' (as defined below)) gross negligence or willful misconduct, (y) such Indemnified Party's (or its Related Parties) material breach of its obligations under this Commitment Letter, the Fee Letter or any of the Credit Documentation or (z) disputes solely among Indemnified Parties not arising from or in connection with any act or omission by the Borrower or any of its affiliates (other than any Proceedings (as defined below) against BofA in its capacity or in fulfilling its role as an administrative agent or arranger or other similar role under the Term Loan Facility). In the case of any claim, litigation, arbitration, investigation or proceeding to which the indemnity in this paragraph applies (any of the foregoing, a "Proceeding"), such indemnity shall be effective whether or not such Proceeding is brought by you, your equity holders or creditors, the Acquired Business or their subsidiaries, affiliates or equity holders, or an Indemnified Party, whether or not an Indemnified Party is otherwise a party thereto and whether or not any aspect of the Transactions is consummated.

(c) It is further agreed that BofA shall only have liability to you (as opposed to any other person) on a several, and not joint, basis with any other Lender. Notwithstanding any other provision of this Commitment Letter, no party hereto shall be liable for any indirect, special, punitive or consequential damages in connection with its activities relating to the Term Loan Facility; provided, that nothing in this sentence shall limit your indemnity and reimbursement obligations set forth herein with respect to any indirect, special, punitive or consequential damages included in any third party claim in connection with which an Indemnified Party is entitled to indemnification and reimbursement hereunder. Notwithstanding any other provision of this Commitment Letter, no Indemnified Party shall be liable for any damages arising from the use by others of information or other materials obtained through electronic telecommunications or other information transmission systems, other than for direct (as opposed to special, indirect, consequential or punitive) damages determined in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's (or its Related Parties') gross negligence or willful misconduct. You shall not be liable for any settlement of any Proceeding effected without your prior written consent (which consent shall not be unreasonably withheld or delayed), but if settled with your prior written consent or if there is a final judgment in any such Proceeding, you agree to indemnify and hold harmless each Indemnified Party from and against any and all losses, claims, damages, liabilities and expenses by reason of such settlement or judgment in accordance with this Section 4. You shall not, without the prior written consent of an Indemnified Party (which consent shall not be unreasonably withheld), effect any settlement of any pending or threatened Proceeding against an Indemnified Party in respect of which indemnity could have been sought hereunder by such Indemnified Party, unless such settlement (i) includes an unconditional release of such Indemnified Party from all liability or claims that are the subject matter of such Proceeding and (ii) does not include any statement as to any admission of fault by or on behalf of such Indemnified Party. For purposes hereof, "Related Party" of an Indemnified Party means any (or all, as the context may require) of such Indemnified Party's controlled affiliates and controlling persons and its or their respective directors, officers, employees, agents, advisors and other representatives thereof directly involved in the transaction and, in the case of agents, advisors and other representatives, only to the extent acting on behalf or at the instruction of such Indemnified Party or its controlled affiliates or controlling

persons; *provided*, that each reference to a controlling person, controlled affiliate, director, officer or employee in this sentence pertains to a controlling person, controlled affiliate, director, officer or employee involved in the negotiation or syndication of this Commitment Letter and the Term Loan Facility.

5. Conditions to Financing. Bank of America's commitments hereunder, and each of our agreements to perform the services described herein, are subject solely to satisfaction or waiver of the conditions set forth under the headings "Conditions to Effective Date" and "Conditions to Availability of the Loans on the Closing Date" in the Term Sheet, it being understood that there are no conditions (implied or otherwise) to the commitments hereunder (including compliance with the terms of the Commitment Letter, the Fee Letter and the Credit Documentation) other than those that are expressly stated under the headings "Conditions to Effective Date" and "Conditions to Availability of the Loans on the Closing Date" in the Term Sheet to be conditions to the funding under the Term Loan Facility on the Closing Date.

6. Confidentiality and Other Obligations. Neither this Commitment Letter, the Fee Letter nor any of the terms or substance hereof or thereof shall be disclosed, directly or indirectly, to any other person except (a) to your officers, directors, employees, stockholders, partners, members, accountants, attorneys and advisors who are directly involved in the consideration of this matter on a confidential and need-to-know basis, (b) as may be compelled in a judicial or administrative proceeding or as otherwise required by law, regulation, compulsory legal process or as requested by a governmental authority (in which case you agree to the extent reasonably practicable and permitted under applicable law to inform us promptly thereof), (c) in filings with the SEC and other applicable regulatory authorities and stock exchanges, as required by law, (d) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Commitment Letter or the transactions contemplated thereby or enforcement hereof and thereof, (e) you may disclose the aggregate fee amounts contained in the Fee Letter in financial statements or as part of Projections, pro forma information or a generic disclosure of aggregate sources and uses related to fee amounts related to the Transactions to the extent customary or required in offering and marketing materials for the Term Loan Facility or in any public filing relating to the Transactions, (f) if the Lead Arranger consents to such disclosure and (g) as required pursuant to the Takeover Code or by the Panel; *provided*, that with respect to this clause (g), you and the Lead Arranger shall consult prior to such disclosure.

BofA will treat as confidential all confidential information provided to it by you or on your behalf hereunder in accordance with the terms set forth in Section 10.07 of the Bridge Credit Agreement as in effect on the date hereof, as if (i) such information were "Information" thereunder and (ii) each reference therein to a "Lender" was a reference to BofA; *provided* that the provisions of this paragraph shall in any event terminate two years from the date hereof.

You acknowledge that BofA or its respective affiliates may be providing financing or other services to parties whose interests may conflict with yours. BofA agrees that it will not furnish confidential information obtained from you to any of their other customers and will treat confidential information relating to the Borrower, the Acquired Business and their respective affiliates with the same degree of care as they treat their own confidential information and otherwise subject to the immediately preceding paragraph. BofA further advises you that it will not make available to you confidential information that they have obtained or may obtain from any other customer. In connection with the services and transactions contemplated hereby, you agree that BofA is permitted to access, use and share, subject to the immediately preceding paragraph, with any of its bank or non-bank affiliates, agents, advisors (legal or otherwise) or representatives any information concerning the Borrower, the Acquired Business or any of their respective affiliates that is or may come into the possession of BofA or any of such affiliates.

In connection with all aspects of each transaction contemplated by this Commitment Letter, you acknowledge and agree, and acknowledge your affiliates' understanding, that: (a) the Term Loan

Facility and any related arranging or other services described in this Commitment Letter with respect thereto is an arm's-length commercial transaction between you and your affiliates, on the one hand, and BofA, on the other hand, (b) BofA has not provided any legal, accounting, regulatory or tax advice with respect to the financing contemplated hereby and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate, (c) you are capable of evaluating, and understand and accept, the terms, risks and conditions of the transactions contemplated hereby, (d) in connection with the financing contemplated hereby and the process leading to such financing, BofA has been, is, and will be acting solely as a principal and has not been, is not, and will not be acting as an advisor, agent or fiduciary, for you or any of your affiliates, stockholders, creditors or employees or any other party, (e) BofA has not assumed and will not assume an advisory, agency or fiduciary responsibility in your or your affiliates' favor with respect to the financing contemplated hereby or the process leading thereto (irrespective of whether BofA has advised or is currently advising you or your affiliates on other matters) and BofA has no obligation to you or your affiliates with respect to the financing contemplated hereby except those obligations expressly set forth in this Commitment Letter and (f) BofA and its affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and those of your affiliates, and BofA has no obligation to disclose any of such interests to you or your affiliates. To the fullest extent permitted by law, you hereby waive and release any claims that you may have against BofA with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any financing contemplated by this Commitment Letter or the Credit Documentation.

As you know, BofA (together with its respective affiliates, the "BofA Affiliate Parties") is a full service financial institution engaged, either directly or through its affiliates, in a broad array of activities, including commercial and investment banking, financial advisory, market making and trading, investment management (both public and private investing), investment research, principal investment, financial planning, benefits counseling, risk management, hedging, financing, brokerage and other financial and non-financial activities and services globally. In the ordinary course of their various business activities, the BofA Affiliate Parties and funds or other entities in which any BofA Affiliate Party invests or with which they co-invest, may at any time purchase, sell, hold or vote long or short positions and investments in securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers. In addition, any BofA Affiliate Party may at any time communicate independent recommendations and/or publish or express independent research views in respect of such assets, securities or instruments. Any of the aforementioned activities may involve or relate to assets, securities and/or instruments of you or the Target and/or other entities and persons which may (i) be involved in transactions arising from or relating to the arrangement contemplated by this Commitment Letter or (ii) have other relationships with you or your affiliates; provided that any such communications or publications will comply with the confidentiality provisions in the second paragraph of this Section 6.

You acknowledge that BofA Securities has been retained by you (or your equityholders) as a buy-side financial advisor (in such capacity, the "Financial Advisor") in connection with the Transactions. You agree to any such retention and not to assert any claim you might allege based on any actual or potential conflicts of interest that might be asserted to arise or result from, on the one hand, the engagement of the Financial Advisor and, on the other hand, BofA's relationship with you as described and referred to herein.

BofA hereby notifies you that pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "PATRIOT Act") and 31 C.F.R. § 1010.230 (the "Beneficial Ownership Regulation"), each of them is required to obtain, verify and record information that identifies you, which information includes, without limitation, your name and address, a certification regarding beneficial ownership of the Borrower (the "Beneficial Ownership Certification")

and other information that will allow BofA to identify you in accordance with the PATRIOT Act and the Beneficial Ownership Regulation, and that such information may be shared with Lenders.

7. Survival of Obligations. The provisions of Sections 2, 3, 4, 6 and 8 shall remain in full force and effect notwithstanding the termination of Bank of America's commitment hereunder or any undertaking of BofA hereunder; provided, that our obligations with respect to confidentiality shall terminate in accordance with and to the extent provided in Section 6; provided, further, that the provisions of Section 2 shall survive only until the later of the Syndication Date and the Closing Date; provided, further, that if the Credit Documentation shall be executed and delivered, (a) the provisions of Section 3 shall survive only until the later of the Syndication Date and the Closing Date and (b) the provisions of Section 2 and the second paragraph of Section 6 shall be superseded and deemed replaced by the applicable terms of the Credit Documentation to the extent covered thereby.

8. Miscellaneous. This Commitment Letter and the Fee Letter may be executed in multiple counterparts and by different parties hereto in separate counterparts, all of which, taken together, shall constitute an original. Delivery of an executed counterpart of a signature page to this Commitment Letter or the Fee Letter by telecopier, facsimile or other electronic transmission (e.g., a "pdf" or "tif") shall be effective as delivery of a manually executed counterpart thereof. Headings are for convenience of reference only and shall not affect the construction of, or be taken into consideration when interpreting, this Commitment Letter or the Fee Letter.

This Commitment Letter and the Fee Letter shall be governed by, and construed in accordance with, the laws of the State of New York. Each party hereto hereby irrevocably waives any and all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Commitment Letter, the Transactions and the other transactions contemplated hereby and thereby or the actions of BofA in the negotiation, performance or enforcement hereof.

Each party hereto hereby irrevocably and unconditionally submits to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in the Borough of Manhattan in New York City in respect of any suit, action or proceeding arising out of or relating to the provisions of this Commitment Letter, the Fee Letter, the Transactions and the other transactions contemplated hereby and thereby and irrevocably agrees that all claims in respect of any such suit, action or proceeding may be heard and determined in any such court. Each party hereto waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceedings brought in any such court, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. A final judgment in any such suit, action or proceeding brought in any such court may be enforced in any other courts to whose jurisdiction you are or may be subject by suit upon judgment.

This Commitment Letter, together with the Fee Letter, embodies the entire agreement and understanding among the parties hereto and your affiliates with respect to the Term Loan Facility and supersedes all prior agreements and understandings relating to the subject matter hereof. No party has been authorized by BofA to make any oral or written statements that are inconsistent with this Commitment Letter or the Fee Letter. Neither this Commitment Letter (including the attachments hereto) nor the Fee Letter may be amended or any term or provision hereof or thereof waived or modified except by an instrument in writing signed by each of the parties hereto or thereto, as applicable.

This Commitment Letter may not be assigned by you without our prior written consent (and any purported assignment without such consent will be null and void), is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of,

any person other than the parties hereto (and the Indemnified Parties). We may assign our commitments and agreement hereunder (a) subject to the applicable requirements set forth in Section 2 above, to any proposed Lender prior to the Closing Date, and upon any such assignment, Bank of America will be released from that portion of its commitments and agreements that has been so assigned to the extent such assignment is evidenced by either an executed credit agreement or a customary joinder agreement (a “Joinder Agreement”) pursuant to which such assignee agrees to become party to this Commitment Letter and agrees to extend commitments directly to the Borrower on the terms set forth herein (it being understood that such Joinder Agreement shall not add any conditions to the availability of the Term Loan Facility) and (b) to our affiliates; provided such assignment will not relieve our commitments hereunder unless and until such affiliate shall have funded the portion of our commitment so assigned on the Closing Date.

Any and all obligations of, and services to be provided by BofA hereunder (including, without limitation, the commitment of Bank of America) may be performed and any and all rights of BofA hereunder may be exercised by or through any of its respective affiliates or branches and, in connection with such performance or exercise, BofA may exchange with such affiliates or branches information concerning you and your affiliates that may be the subject of the transactions contemplated hereby and, to the extent so employed, such affiliates and branches shall be entitled to the benefits afforded to BofA hereunder.

Each of the parties hereto agrees that this Commitment Letter and the Fee Letter are binding and enforceable agreements with respect to the subject matter contained herein and therein, including an agreement to negotiate in good faith the Credit Documentation by the parties hereto in a manner consistent with this Commitment Letter, it being acknowledged and agreed that the commitment provided hereunder by Bank of America is subject only to conditions precedent set forth under the headings “Conditions to Effective Date” and “Conditions to Availability of the Loans on the Closing Date” in the Term Sheet.

Please indicate your acceptance of the terms set forth in this Commitment Letter and the Fee Letter by returning to us executed counterparts of this Commitment Letter and the Fee Letter prior to 6:00 p.m. (New York City time) on the date hereof, whereupon the undertakings of the parties hereunder shall become effective to the extent and in the manner provided herein. This offer shall terminate with respect to the Term Loan Facility if not so accepted by you at or prior to that time. Thereafter, all commitments and undertakings of BofA with respect to the Term Loan Facility in this Commitment Letter shall automatically terminate upon the earliest to occur of (i) the execution and delivery of the Term Loan Agreement by all parties thereto, (ii) August 9, 2023, (iii) the election of the Borrower to terminate this Commitment Letter in full and (iv) the occurrence of any Mandatory Cancellation Event (as defined in the Bridge Credit Agreement as in effect on the date hereof).

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financing. We are pleased to have the opportunity to work with you in connection with this important

Very truly yours,

**BOFA SECURITIES, INC.**

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



**BANK OF AMERICA, N.A.**

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

financing. We are pleased to have the opportunity to work with you in connection with this important

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

TETRA TECH, INC.  
\$300 MILLION TERM LOAN FACILITY

Summary of Terms and Conditions

This Summary of Terms and Conditions (this “Term Sheet”) does not purport to summarize all the terms, conditions, representations and other provisions with respect to the transactions referred to herein, and is qualified entirely by the terms to be set forth in the definitive documentation with respect to the Term Loan Facility (the “Credit Documentation”).

I. THE PARTIES

Borrower:	Tetra Tech, Inc., a Delaware corporation (the “ <u>Borrower</u> ”).
Buyer:	Tetra Tech UK Holdings Limited, a direct and wholly-owned Subsidiary of the Borrower, incorporated in England and Wales (the “ <u>Buyer</u> ”).
Guarantors:	The obligations of the Borrower under the Term Loan Facility (the “ <u>Obligations</u> ”) will be unconditionally guaranteed on a senior basis, consistent with the Bridge Credit Agreement (as defined below), by (a) each existing and future Material Domestic Subsidiary (as defined in the Bridge Credit Agreement (as defined below)) and (b) each additional direct or indirect Domestic Subsidiary (as defined in the Bridge Credit Agreement) designated by the Borrower as is necessary so that the Obligations are guaranteed by Domestic Subsidiaries that, together with the Borrower, account for at least 80% of consolidated total assets and 80% of the consolidated total revenues of the Borrower and its Domestic Subsidiaries. All guarantees will be guarantees of payment and not of collection. The Borrower and the Guarantors may also be referred to herein, individually, as a “ <u>Loan Party</u> ” and, collectively, as the “ <u>Loan Parties</u> ”.
Joint Lead Arrangers and Joint Bookrunners:	BofA Securities, Inc. (“ <u>BofA Securities</u> ”) and other financial institutions to be selected by BofA Securities and the Borrower (the “ <u>Arrangers</u> ”).
Administrative Agent:	Bank of America, N.A. (“ <u>Bank of America</u> ” and, in such capacity, the “ <u>Administrative Agent</u> ”).
Sustainability Coordinators:	BofA Securities will act as a sustainability coordinator (in such capacity, the “ <u>Sustainability Coordinator</u> ”).
Lenders:	A syndicate of banks and other financial institutions acceptable to the Borrower and the Administrative Agent (collectively, the “ <u>Lenders</u> ”).

II. THE TERM LOAN FACILITY

Type and Amount of Facility: Senior secured term loan facility in the amount of \$300 million (the "Term Loan Facility").

Availability: The loans under the Term Loan Facility (the "Loans" and the commitments to make such Loans, the "Commitments") shall be made available to the Borrower in U.S. Dollars in a single borrowing on the Closing Date for any Certain Funds Purpose (as defined in the Bridge Credit Agreement).

Maturity: The Loans shall mature and be payable in full on the date that is three years after the Closing Date (the "Maturity Date").

III. CERTAIN PAYMENT PROVISIONS

Fees and Interest Rates: As set forth on Annex I.

Amortization: None.

Optional Prepayments / Commitment Reductions: The Loans may be prepaid, and the Commitments may be reduced, by the Borrower without premium or penalty (other than the payment of customary breakage amounts) in minimum amounts to be set forth in the Credit Documentation. Any optional prepayment of the Loans may not be reborrowed.

All prepayments of Loans and reductions of Commitments with respect to the Term Loan Facility as set forth above shall be allocated among the Lenders on a pro rata basis.

IV. COLLATERAL

Each Loan Party will, consistent with the Bridge Credit Agreement, grant to the Administrative Agent, for the benefit of the Lenders, to secure the payment and performance of the Obligations, valid and perfected first priority liens and security interests in all of the following, subject to customary exceptions to be agreed (the items described in clauses (a) through (d) below, collectively, the "Collateral"):

- a) all present and future shares of capital stock of (or other ownership or profit interests in) each of its present and future Subsidiaries (limited, in the case of each entity that is a "controlled foreign corporation" under Section 957 of the Internal Revenue Code, to a pledge of 65% of the capital stock of each such first-tier foreign subsidiary to the extent the pledge of any greater percentage would result in material adverse tax consequences to the Borrower);
- b) all present and future intercompany debt of each Loan Party;
- c) all of the present and future accounts receivable of each

Loan Party, along with all general intangibles arising out of or related to any such accounts receivable, all chattel paper and instruments evidencing any obligation to any Loan Party for payment for goods sold or leased or services rendered, all interest in any goods the sale or lease of which shall have given rise to any such accounts receivable, all guaranties and property securing payment or performance under any such accounts receivable and all of the books and records relating to any of the foregoing; and

- d) all proceeds and products of the property and assets described in clauses (a), (b) and (c) above.

V. CERTAIN CONDITIONS

Conditions to Effective Date: The Commitments of each Lender under the Term Loan Facility shall become effective and the Term Loan Facility shall become effective (such date, the “Effective Date”) subject to the satisfaction or waiver of the following conditions precedent:

- a) The Administrative Agent shall have received from the Borrower and each Lender a counterpart to the applicable Credit Documentation, pursuant to which the Lenders (including Bank of America) shall have committed to provide 100% of the Term Loan Facility.
- b) The Administrative Agent shall have received favorable written opinions of (x) Hogan Lovells LLP and (y) in-house counsel to the Loan Parties.
- c) The Administrative Agent shall have received (x) a certificate of a responsible officer of each Loan Party attaching (A) each Organization Document (as defined in the Bridge Credit Agreement) of each Loan Party certified, to the extent applicable, as of a recent date by the Secretary of State of the jurisdiction of its incorporation, (B) the resolutions, written consents or other applicable action of each Loan Party authorizing, among other things, the execution, delivery and performance of the Credit Documentation (including in respect of the Borrower, the borrowing of the Loans), and the transactions contemplated thereby and (C) an incumbency certificate certifying the names and true signatures of the officers of each Loan Party entitled to sign the Credit Documentation, in each case, in form and substance reasonably satisfactory to the Administrative Agent and (y) a good standing certificate for each Loan Party from its jurisdiction of its incorporation.
- d) The Administrative Agent shall have received Uniform

Commercial Code financing statements suitable in form and substance for filing in all places required by applicable law to perfect the liens of the Administrative Agent under the applicable Credit Documentation as a first priority lien as to items of Collateral in which a security interest may be perfected by the filing of financing statements, and such other documents and/or evidence of other actions as may be reasonably necessary under applicable law to perfect the liens of the Administrative Agent under such Credit Documentation as a first priority lien in and to such other Collateral as the Administrative Agent may require including without limitation the delivery by the Loan Parties of certificates evidencing certain pledged interests, accompanied in each case by duly executed stock powers (or other appropriate transfer documents) in blank affixed thereto.

- e) The Lenders, the Arrangers and the Administrative Agent shall have received all fees required to be paid on or prior to the Effective Date.
- f) The Administrative Agent shall have received promissory notes duly executed and delivered by the Borrower for each Lender that has requested such promissory notes prior to the Effective Date.
- g) The Borrower shall have provided to the Lenders (i) the documentation and other information so requested in connection with applicable “know your customer” and anti-money-laundering rules and regulations, including the PATRIOT Act, and (ii) if the Borrower qualifies as a “legal entity customer” under the Beneficial Ownership Regulation, a Beneficial Ownership Certification, in form and substance satisfactory to Lenders.

Conditions to Availability of  
the Loans on the Closing  
Date:

The Term Loan Facility shall be initially available on the date (the “Closing Date”) occurring on or prior to the Long-Stop Date on which the following conditions precedent are satisfied or waived (with each capitalized term not otherwise defined herein having the respective meanings given thereto in the Bridge Credit Agreement):

- a) The Administrative Agent shall have received the Closing Date Officer’s Certificate.
- b) If the Acquisition is pursuant to:
  - i. a Scheme, then the Scheme Effective Date shall have occurred; or

- ii. an Offer, then the Offer Unconditional Date shall have occurred,

in each case without the Borrower having agreed to any Materially Adverse Amendment (as each such defined in the Bridge Credit Agreement)).

- c) On the Closing Date, immediately before and after giving effect to the making of and application of proceeds of the initial borrowing of the Term Loan Facility, no Certain Funds Event of Default shall have occurred which is continuing.
- d) The Lenders, the Administrative Agent and the Arrangers shall have received all fees required to be paid on or prior to the Closing Date.
- e) The Administrative Agent shall have received a request for a borrowing of the Loans to be made on the Closing Date.

Actions During the Certain Funds Period:

During the Certain Funds Period (as defined in the Bridge Credit Agreement), no Lender shall (unless (i) in the case of a particular Lender, in respect of clause (c) below, it would be illegal for such Lender to participate in making the Loans; provided, that such Lender has used commercially reasonable efforts to make the Loan through an Affiliate of such Lender not subject to such legal restriction; provided, further, that the occurrence of such event in relation to one Lender shall not relieve any other Lender of its obligations under the Credit Documentation, (ii) a Certain Funds Event of Default has occurred and is continuing or, in respect of clause (c) below, would result from making such Loans or (iii) in respect of clause (c) below, a Lender is not obligated to make a Loan as a result of the conditions to the availability of the Loans on the Closing Date set forth above not being satisfied or waived) be entitled to:

- a) cancel or terminate any of its Commitments;
- b) rescind, terminate or cancel the Credit Documentation or any of the Loans or exercise any similar right or remedy or make or enforce any claim under the Credit Documentation it may have to the extent to do so would prevent or limit the making of its Loans;
- c) refuse to participate in the making of its Loans, subject to satisfaction of the conditions to the availability of the Loans on the Closing Date set forth above;
- d) exercise any right of set-off or counterclaim or similar right or remedy to the extent to do so would prevent or

limit the making of its Loans; or

- e) cancel, accelerate or cause repayment or prepayment of any amounts owing under the Credit Documentation to the extent to do so would prevent or limit the making of its Loans,

provided, that immediately upon the expiration of the Certain Funds Period, all such rights, remedies and entitlements shall be available to the Lenders if applicable at such time notwithstanding that they may not have been used or been available for use during the Certain Funds Period.

## VI. CERTAIN DOCUMENTATION MATTERS

Documentation Principles:	The Credit Documentation will be drafted by counsel to the Administrative Agent and negotiated in good faith by the Borrower and the Administrative Agent and will be substantially based upon the Bridge Credit Agreement, dated as of September 23, 2022 (the " <u>Bridge Credit Agreement</u> "), among the Borrower, the lenders from time to time party thereto and Bank of America, as administrative agent, and is expected to take the form of an amendment and restatement of the Second Amended and Restated Credit Agreement, dated as of July 30, 2018 (as amended, amended and restated, modified or supplemented prior to the date hereof, the " <u>Existing Credit Agreement</u> "), among the Borrower and certain of its subsidiaries as borrowers, the lenders from time to time party thereto and Bank of America, as administrative agent, as updated (i) to be consistent with this Term Sheet, (ii) to reflect the nature of the Term Loan Facility as a term loan facility and (iii) to reflect the reasonable administrative and operational requirements of the Administrative Agent.
Representations and Warranties:	Substantially the same as the Bridge Credit Agreement.
Affirmative and Negative Covenants:	Substantially the same as the Bridge Credit Agreement.
Financial Covenants:	<p><u>Consolidated Interest Coverage Ratio.</u> The Consolidated Interest Coverage Ratio (as defined in the Bridge Credit Agreement) as of the end of any fiscal quarter of the Borrower shall not be less than 3.00 to 1.00.</p> <p><u>Consolidated Leverage Ratio.</u> The Consolidated Leverage Ratio (as defined in the Bridge Credit Agreement) at any time during any period of four fiscal quarters of the Company shall not be greater than 3.25 to 1.00; <u>provided</u> that if an Acquisition or series of Acquisitions (including the Target Acquisition) with aggregate consideration of \$50,000,000 or more occurs during a fiscal quarter, the Company shall have the right to permit the Consolidated Leverage Ratio to exceed 3.25 to 1.00 during such</p>

fiscal quarter and the subsequent three fiscal quarters (the “Elevated Ratio Period”) so long as (i) the Consolidated Leverage Ratio does not exceed 3.75 to 1.00 at any time during the Elevated Ratio Period, and (ii) the Consolidated Leverage Ratio is not in excess of 3.25 to 1.00 at any time during the fiscal quarter that commences immediately after the end of the Elevated Ratio Period.

Events of Default: Substantially the same as the Bridge Credit Agreement.

Voting: Amendments and waivers with respect to the Credit Documentation shall require the approval of Lenders holding not less than a majority of the aggregate amount of the Loans and Commitments, except that the consent of each Lender directly affected thereby shall also be required with respect to customary “sacred rights” as set forth in the Credit Documentation.

Defaulting Lender: The Credit Documentation shall contain customary “Defaulting Lender” provisions.

Assignments and Participations: The Lenders shall be permitted to assign (other than (w) to Disqualified Institutions, (x) to the Borrower and its affiliates, (y) any defaulting lender or any of its Subsidiaries or (z) to a natural person, or a holding company, investment vehicle or trust for, or owned or operated for the primary benefit of, a natural person) all or a portion of their Loans and Commitments with the consent, not to be unreasonably withheld or delayed, of (a) the Borrower, unless (i) the assignee is (x) a Lender, or (y) following the Certain Funds Period, an affiliate of a Lender or (ii) an event of default (or during the Certain Funds Period, a Certain Funds Event of Default) has occurred and is continuing; provided that, following the Certain Funds Period, the Borrower shall be deemed to have consented to an assignment unless it shall have objected thereto by written notice to the Administrative Agent within five Business Days after having received notice thereof, and (b) the Administrative Agent. In the case of partial assignments (other than to another Lender or to an affiliate of a Lender), the minimum assignment amount shall be \$2,500,000, unless otherwise agreed by the Borrower (unless an event of default under the Credit Documentation has occurred and is continuing) and the Administrative Agent (each such consent not to be unreasonably withheld or delayed).

The Lenders shall also be permitted to sell participations (other than (w) to Disqualified Institutions, (x) to the Borrower and its affiliates, (y) any defaulting lender or any of its Subsidiaries or (z) to a natural person, or a holding company, investment vehicle or trust for, or owned or operated for the primary benefit of, a natural person) in their Commitments and/or Loans subject to restrictions set forth in the Credit Documentation and in

accordance with applicable law.

Pledges of Loans in accordance with applicable law shall be permitted without restriction. Promissory notes shall be issued under the Term Loan Facility only upon request.

Yield Protection:	Customary for transactions of this type and substantially the same as the Bridge Credit Agreement.
Expenses and Indemnification:	Customary for transactions of this type and substantially the same as the Bridge Credit Agreement.
Governing Law and Forum:	New York law. The Borrower will waive the right to trial by jury and will consent to the exclusive jurisdiction of the state and federal courts located in The Borough of Manhattan, The City of New York.
Counsel to the Arrangers and Administrative Agent:	Weil, Gotshal & Manges LLP.

Interest and Certain Fees

Interest Rate:

The Borrower may elect that the Loans bear interest at a rate per annum equal to the Applicable Rate (as defined below) plus one of the following indexes:

- (a) Term SOFR (as defined below) plus the Term SOFR Adjustment; or
- (b) the Base Rate (to be defined as the highest of (i) the Bank of America prime rate, (ii) the Federal Funds rate plus 0.50% and (iii) Term SOFR for a one-month interest period plus the Term SOFR Adjustment plus 1.00%).

As used herein:

“Applicable Rate” means a percentage per annum to be determined in accordance with the pricing grid set forth below, based on the Borrower’s Consolidated Leverage Ratio (as defined in the Bridge Credit Agreement). Notwithstanding anything to the contrary contained herein, to the extent that, at any time, Term SOFR or any successor benchmark rate shall be less than 0.00%, then Term SOFR or such successor benchmark rate shall be deemed to be 0.00%.

“Term SOFR” means the forward-looking Secured Overnight Financing Rate term rate published two U.S. government securities business days prior to the commencement of the applicable interest period.

“Term SOFR Adjustment” means, with respect to Term SOFR, 0.10% (10.0 basis points) for an interest period of either one-month’s duration or three-month’s duration.

Interest Payment Dates: In the case of Loans bearing interest based upon Term SOFR (“Term SOFR Loans”), the Borrower may select interest periods of one or three months. Interest on Term SOFR Loans shall be payable at the end of a selected interest period, but no less frequently than quarterly, and on the Maturity Date.

In the case of Loans bearing interest based upon the Base Rate (“Base Rate Loans”), interest shall be payable quarterly and on the Maturity Date.

Ticking Fees: The Borrower shall pay, or cause to be paid, ticking fees (the “Ticking Fees”) to the Administrative Agent for the ratable account of each Lender under the Term Loan Facility calculated at a rate per annum equal to 0.25% on the daily average undrawn commitments of such Lender, accruing during the period commencing on the 90th day following the date of the Commitment Letter, and payable quarterly in arrears and upon termination or expiration of the Commitments (including upon funding of the Loans).

Default Rate: At any time upon the occurrence and during the continuation of any payment default, upon the request of the required lenders, all overdue amounts shall thereafter bear interest at a rate per annum equal to 2.00% above the rate otherwise applicable thereto.

Rate and Fee Basis: All per annum rates shall be calculated on the basis of a year of 360 days (or 365/366 days, in the case of any computations of interest for Base Rate Loans (including Base Rate Loans determined by reference to Term SOFR)) for actual days elapsed.

ESG Performance Pricing Provisions: The Borrower, in consultation with the Sustainability Coordinator, shall establish two specified key performance indicators (“KPIs”) substantially consistent with the Existing Credit Agreement with respect to certain environmental, social and governance targets of the Borrower and its Subsidiaries, and the Credit Documentation will include customary provisions (consistent with the Existing Credit Agreement), allowing for annual adjustments to the Applicable Rate and Ticking Fee percentages set forth above based on the Borrower’s performance with respect to the KPIs (such provisions, collectively, the “ESG Provisions”), which such annual adjustments shall not exceed (x) in the case of the Applicable Rate, +/-0.025% individually or +/-0.050% in the aggregate or (y) in the case of the Ticking Fees, +/-0.005% individually or 0.010% in the aggregate.

**Pricing Grid**

Pricing Level	Consolidated Leverage Ratio	Applicable Rate	
		Term SOFR Loans	Base Rate Loans
I	Less than 0.75 to 1.00	1.000%	0.000%
II	Greater than or equal to 0.75 to 1.00 but less than 1.25 to 1.00	1.125%	0.125%
III	Greater than or equal to 1.25 to 1.00 but less than 1.75 to 1.00	1.250%	0.250%
IV	Greater than or equal to 1.75 to 1.00 but less than 2.25 to 1.00	1.375%	0.375%
V	Greater than or equal to 2.25 to 1.00 but less than 2.75 to 1.00	1.625%	0.625%
VI	Greater than or equal to 2.75 to 1.00	1.875%	0.875%