

**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
Fee Letter

Ladies and Gentlemen:

This letter is delivered to you in connection with the Term Loan Facility Commitment Letter, dated as of the date hereof (together with the Term Sheet attached thereto, the “Commitment Letter”) among you, Bank of America, N.A. (“Bank of America”) and BofA Securities, Inc. (or its designated affiliates, “BofA Securities” and, together with Bank of America, “BofA”, “we” or “us”). Terms that are defined in the Commitment Letter have the meanings given therein, unless otherwise defined herein.

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

1. Term Loan Facility Fees.

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

- (a) to BofA Securities, for its own account, an arrangement fee (the “Arrangement Fee”) in an amount equal to 10.0 basis points (up to 50% of which may be allocated to other arrangers to be agreed) on the aggregate commitments with respect to the Term Loan Facility on the date of execution of the Term Loan Agreement by the parties thereto (the “Effective Date”), which Arrangement Fee shall be earned, due and payable in full on the Effective Date; and
- (b) to the Administrative Agent, for the ratable account of each of the Lenders (including Bank of America), upfront fees (the “Upfront Fees”), subject to the Bridge Upfront Fee Credit described below, as follows:
 - (i) 7.5 basis points on the aggregate commitments with respect to the Term Loan Facility on the Effective Date, which shall be earned, due and payable in full on the Effective Date; and

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

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

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

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

2. General.

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

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

It is understood that this Fee Letter shall not constitute or give rise to any obligation on the part of any of us to provide or arrange any financing; such an obligation will arise only under the Commitment Letter if accepted in accordance with its terms. This Fee Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto. THIS FEE LETTER AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS FEE LETTER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. This Fee Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Fee Letter by telecopy, facsimile or other electronic transmission (e.g., a "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Fee Letter. Section headings used herein are for convenience of

reference only, are not part of this Fee Letter and are not to affect the construction of, or to be taken into consideration in interpreting, this Fee Letter.

[The remainder of this page intentionally left blank.]

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

Very truly yours,

BOFA SECURITIES, INC.

By: _____

Name:

Title:



BANK OF AMERICA, N.A.

By: _____

Name:

Title:

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

Very truly yours,

BOFA SECURITIES, INC.

By: _____
Name:
Title:

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: Director

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

TETRA TECH, INC.

By:

[REDACTED]

Name:

Title: Chief Financial Officer