

**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
364-Day Bridge Facility
Fee and Syndication 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 “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 Credit Agreement. This letter agreement (this “Fee and Syndication Letter”) is the “Fee and Syndication Letter” referred to in the Credit Agreement. For purposes of this Fee and Syndication 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 below), 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”).

1. Appointment and Roles. In connection with the foregoing,

(a) (i) BofA Securities is pleased to advise you of its willingness, and you hereby engage BofA Securities to act as the sole lead arranger and sole bookrunner (in such capacity, the “Lead Arranger”) (x) for the Bridge Facility, and in connection therewith to form a syndicate of lenders for the

Bridge Facility (collectively, the “Lenders”) in consultation with you and subject to your applicable consent rights as described in Section 2 below, including Bank of America and (y) to solicit the consent of the lenders (the “Existing Lenders”) under the Existing Credit Agreement to amend the terms thereof to provide, among other things, for (A) the Bridge Facility (and any Indebtedness of the Borrower which, pursuant to one or more agreements and/or instruments, replace or refinance (in whole or in part) the Bridge Facility) to be permitted to be secured on the collateral which secures the Existing Credit Agreement on a pari passu basis with the obligations under the Existing Credit Agreement, (B) the Revolving Loans to be available under a portion of the existing revolving credit commitments of the Existing Credit Agreement to finance the Target Acquisition on conditions which are no more restrictive with the conditions set forth in the Credit Agreement to funding of the Bridge Facility for such purpose and (C) the Transactions (such amendments to the Existing Credit Agreement, the “Amendment”) 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, upon the terms and subject to the conditions set forth in the Credit Agreement.

(b) BofA will have “lead left” placement on all marketing materials relating to the Bridge 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 Fee and Syndication Letter) will be paid in order to obtain commitments in connection with the Bridge Facility, unless you and the Lead Arranger shall so agree; provided, that (x) such titles in respect of the Bridge Facility may include syndication agents, documentation agents, co-arrangers and similar titles, but shall not include any lead arrangers or bookrunners other than BofA Securities 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 in a syndication strategy agreed 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.

2. Syndication. The Lead Arranger intends to commence (i) syndication of the Bridge Facility and (ii) solicitation of the consent of the Existing Lenders to the Amendment, promptly after the date hereof. Such syndication and such solicitation shall each be managed by the Lead Arranger in consultation and coordination with the Borrower; provided, however, that, with respect to such syndication of the Bridge Facility (a) until the date that is 45 days after the date hereof (the “Initial Syndication Period”), the selection of Lenders shall be subject to the Borrower’s approval in its sole discretion (it being agreed that you approve each Existing Lender and each proposed Lender that is set forth in the Syndication Plan) and (b) following the Initial Syndication Period, if and for so long as a Successful Syndication (as defined below) has not been achieved, the selection of Lenders by the Lead Arranger shall be in consultation with the Borrower; provided, however, that the Lead Arranger shall not syndicate the Bridge 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 Bridge 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.

The Commitments of the Initial Lender pursuant to the Credit Agreement shall be reduced dollar-for-dollar as and when corresponding commitments are received from Lenders selected in accordance with the provisions of this section to the extent that each such Lender becomes party to the Credit Agreement as a Lender pursuant to Section 10.06 thereof; provided, however, that to the extent that any portion of the Commitments of the Initial Lender under the Bridge Facility is syndicated to a Lender that, upon first becoming party to the Credit Agreement, is not approved by the Borrower (such approval not to be unreasonably withheld) or otherwise is not a commercial or investment bank which is organized or incorporated under the laws of one of the jurisdictions set forth in the Syndication Plan and whose senior, unsecured, long-term indebtedness has an “investment grade” rating by each of Moody’s Investor Services, Inc. and S&P Global Ratings, then the Initial Lender shall not be relieved of its obligations under the Credit Agreement to fund such portion of such assigned Commitments pursuant to the Credit Agreement to the extent that such other Lender fails to fund such assigned Commitment in accordance with the terms of the Bridge Facility.

From and after the date hereof and until the earlier of 60 days following the Closing Date and the completion of a Successful Syndication (such date, the “Syndication Date”), you agree to actively assist the Lead Arranger in achieving a Successful Syndication. 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 Bridge 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 Bridge 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, (d) your using commercially reasonable efforts to execute and deliver one or more Assignment and Assumptions delivered to you in respect of prospective Lenders which are selected in

accordance with the provisions of this Section 2, as soon as reasonably practicable following commencement of syndication of the Bridge Facility and (e) 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 Bridge 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 Amendment 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) 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, (d) Indebtedness assumed pursuant to any acquisition and not incurred in contemplation thereof, and (e) 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 Bridge Facility.

It is understood and agreed that the Lead Arranger will manage and control all aspects of (i) the syndication of the Bridge Facility and (ii) the solicitation of the consent of the Existing Lenders to the Amendment, in each case in consultation and coordination with you, including, with respect to the Bridge Facility (subject to the foregoing provisions of this Section 2), decisions as to the selection of prospective Lenders and any titles offered to proposed Lenders, in each case, 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 Agreement or any other agreement or undertaking concerning the Bridge 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 under the Credit Agreement or the funding of the Bridge 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 Bridge Facility and soliciting consents from the Existing Lenders to the Amendment, 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 Bridge 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 Bridge 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. As consideration for the respective agreements of the Lead Arranger hereunder and of the Administrative Agent and the Initial Lender under the Credit Agreement, you agree to pay or cause to be paid, the following fees:

- (a) To the Lead Arranger, solely for its own account, a structuring fee (the “Structuring Fee”) as follows: (i) in the case of Tranche A: 20.0 basis points on the aggregate Commitments with respect to such Tranche of the Bridge Facility on the date hereof, earned, due and payable on the date hereof, and (ii) in the case of Tranches B and C: (A) 12.5 basis point on the aggregate Commitments with respect to such Tranche of the Bridge Facility on the date hereof, earned, due and payable on the date hereof, and (B) 7.5 basis points on the outstanding Tranches B and C Commitments on the date that is 21 days following the date hereof, earned, due and payable in full on such date;
- (b) To the Administrative Agent, for the account of the Lenders, upfront fees (the “Upfront Fees”) as follows:
 - (A) in the case of Tranche A:
 - (i) 20.0 basis points on the aggregate Tranche A Commitments on the date hereof, earned, due and payable in full on the date hereof; and
 - (ii) 20.0 basis points on the outstanding Tranche A Commitments and Tranche A Loans on the earlier of (x) 5:00 p.m. (New York City time) on the date that is 90 days after the date hereof and (y) the Closing Date, earned, due and payable on such earlier date;
 - (B) in the case of Tranche B:
 - (i) 20.0 basis points on the outstanding Tranche B Commitments on the date that is 21 days following the date hereof, earned, due and payable in full on such date; and
 - (ii) 20.0 basis points on the outstanding Tranche B Commitments and Tranche B Loans on the earlier of (x) 5:00 p.m. (New York City time) on the date that is 90 days after the date hereof and (y) the Closing Date, earned, due and payable on such earlier date;
 - (C) in the case of Tranche C:
 - (i) 20.0 basis points on the outstanding Tranche C Commitments on the date that is 21 days following the date hereof, earned, due and payable in full on such date; and
 - (ii) 20.0 basis points on the outstanding Tranche C Commitments and Tranche C Loans on the earlier of (x) 5:00 p.m. (New York City time) on the date that is 90 days after the date hereof and (y) the Closing Date, earned, due and payable on such earlier date;
- (c) To the Administrative Agent, for the account of the Lenders, a funding fee (the “Funding Fees”) in an amount equal to 50.0 basis points on the aggregate principal amount of Loans funded under the Bridge Facility by each Lender on each date of such funding under the

Credit Agreement, which Funding Fees shall be earned, due and payable on each such date of funding.

You also agree to pay to Bank of America, as Administrative Agent under the Bridge Facility, an annual administration fee equal to \$50,000 for its own account, which shall be earned, due and payable on the Closing Date solely to the extent any Loans are funded under the Bridge Facility and, in the event that any Commitments or Loans are then outstanding, on each anniversary hereof.

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

You agree that, once paid, the fees or any part thereof payable hereunder will not be refundable under any circumstances. All fees payable will be paid in immediately available funds and shall not be subject to reduction by way of set-off or counterclaim and shall be free and clear of and without deduction for any and all present or future applicable taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto (with appropriate gross-up for withholding taxes). All fees received by us hereunder or under the Credit Agreement may be shared among our affiliates as we may determine in our sole discretion. All fees hereunder shall be earned and payable when due (i) in Sterling in the case of fees calculated with respect to Tranche A or Tranche B of the Bridge Facility (except to the extent that the Administrative Agent otherwise agrees with the Borrower to such payment being made in Dollars at a currency exchange rate which is reasonably acceptable to the Administrative Agent) and (ii) in Dollars in all other cases.

5. Alternate Transaction. In the event that you or any of your affiliates (collectively, the “Related Parties”) consummate the Target Acquisition or any similar transaction in which any Related Party acquires, directly or indirectly, all or any substantial portion of the stock or assets constituting the Acquired Business (any such transaction, an “Alternate Transaction”) within twelve months after the date of termination of the Commitments under the Credit Agreement and in connection therewith any bridge or similar loan or credit facility, other than the Term Loans and Revolving Loans (an “Alternate Loan Facility”) is entered into for purposes of funding the Target Acquisition or such Alternate Transaction for which BofA does not act with the titles and amount of compensatory economics contemplated by this Fee and Syndication Letter, then, in each case, you agree that unless the Lead Arranger (or its applicable affiliate) has (i) terminated its commitments under the Credit Agreement prior to the Long-Stop Date, (ii) declined or failed to reaffirm its willingness following a request, or breached its obligations, to provide its portion of the Bridge Facility on the terms and conditions of the Credit Agreement (after giving effect to the “Market Flex” provisions) or (iii) been given a bona fide opportunity to provide, place, arrange or underwrite such Alternate Loan Facility on substantially the same terms and conditions as other financial institutions acting in such roles, with the same titled roles and with not less than the amount of compensatory economics applicable to BofA in connection with the Bridge Facility (or other such terms and conditions and economics as are mutually agreed), in each case as specified in this Fee and Syndication Letter, as applicable, and has declined such opportunity or failed to respond to such opportunity in a reasonably timely manner, then you will pay (or cause the other Related Parties to pay) to BofA 50% of the aggregate Structuring Fee, Upfront Fees and Funding Fees (to the extent that such fees have not already been paid to BofA (or its affiliates) pursuant to the terms hereof) that would have been payable to BofA hereunder upon the consummation of the Target Acquisition or such Alternate Transaction if BofA had funded the full amount of its original Commitments under the Bridge Facility.

6. Market Flex. Any time prior to the Syndication Date, in the event that the Lead Arranger reasonably determines that such changes are advisable to facilitate or to attempt to facilitate a Successful Syndication (as defined below) of the Bridge Facility (or if a Successful Syndication has not been or, in the reasonable judgment of the Lead Arranger, is not likely to be achieved on the Closing Date), then the Lead Arranger shall be entitled, after consultation with you, to increase the interest rates under the Bridge Facility (for each pricing level set forth in the definition of Applicable Rate in the Credit Agreement) by no more than 100 basis points per annum in the aggregate; *provided*, that up to 50% of such permitted increase may, at the election of the Lead Arranger alternatively be implemented as an increase in Upfront Fees, the Funding Fees or other fees (based on an assumed one-year average life for the Bridge Facility (e.g., 1 basis point of increase in interest rate margin equals 1 basis point of increase in Upfront Fees, Funding Fees or other fees)).

For the purposes hereof, a “Successful Syndication” means a syndication of the Bridge Facility such that the Lead Arranger and its affiliates holds no more than 50% of the aggregate Commitments or Loans under the Bridge Facility as a result of prospective Lenders becoming a party to the Credit Agreement as “Lenders” thereunder pursuant to an Assignment and Assumption.

The rights of the Lead Arranger under this Section 6 will survive any borrowing of Loans under the Credit Agreement and will continue in effect until the Syndication Date. You agree (and shall cause any other applicable subsidiary to agree) to execute any amendment to the Credit Agreement necessary to effect such changes permitted in this Section 6 and that any failure to do so shall be an event of default under the Credit Agreement as though fully set forth therein. You also agree to reasonably cooperate with us with regard to any immaterial changes to the Credit Agreement requested by potential Lenders prior to the Successful Syndication of the Bridge Facility.

7. Expenses; Indemnities. You agree to (i) indemnify and hold harmless the Lead Arranger and its affiliates, and each of the Lead Arranger’s and each such affiliate’s officers, directors, employees, agents, advisors and representatives (each, an “Indemnified Party”) and (ii) whether or not any of the Bridge Facility is funded, to pay or reimburse the reasonable and documented out-of-pocket costs and expenses of the Lead Arranger and its affiliates, in each case, with respect to this Fee and Syndication Letter and the transactions contemplated hereby in accordance with the terms set forth in Section 10.04 of the Credit Agreement as in effect on the date hereof, as if each reference therein to the “Administrative Agent” was a reference to the Lead Arranger.

8. Confidentiality and Other Obligations. Neither this Fee and Syndication Letter nor any of its terms or substance 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 Fee and Syndication Letter or the transactions contemplated thereby or enforcement hereof and thereof, (e) you may disclose the aggregate fee amounts contained in this Fee and Syndication 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 Bridge 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 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 Fee and Syndication Letter, you acknowledge and agree, and acknowledge your affiliates’ understanding, that: (a) the Bridge Facility and any related arranging or other services described in this Fee and Syndication 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 Fee and Syndication 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 Fee and Syndication Letter or the Credit Agreement.

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 Fee and Syndication 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 8.

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.

9. Survival of Obligations. The provisions of Sections 4, 5, 7, 8 and 10 shall remain in full force and effect notwithstanding the termination of the Commitments or any undertaking of BofA hereunder; provided, further, that our obligations with respect to confidentiality shall terminate in accordance with and to the extent provided in Section 8; provided, further, that the provisions of Section 2 shall survive only until the later of the Syndication Date and the Closing.

10. Miscellaneous. This Fee and Syndication 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 Fee and Syndication 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. The words "execution," "signed," "signature," and words of like import herein shall be deemed to include electronic signatures, digital copies of a signatory's manual signature, and deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. Headings are for convenience of reference only and shall not affect the construction of, or be taken into consideration when interpreting, this Fee and Syndication Letter. As used in this Fee and Syndication Letter, "\$" means U.S. Dollars and "£" means pounds Sterling.

This Fee and Syndication 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 Fee and Syndication 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 Fee and Syndication 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.

It is understood that this Fee and Syndication Letter shall not constitute or give rise to any commitment or obligation on the part of any of us to provide any financing; such a commitment or obligation will arise only under the Credit Agreement. This Fee and Syndication Letter, together with the Credit Agreement, embodies the entire agreement and understanding among the parties hereto and your affiliates with respect to the Transactions 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 Fee and Syndication Letter. This Fee and Syndication Letter may not be amended nor may any term or provision hereof be waived or modified except by an instrument in writing signed by each of the parties hereto.

This Fee and Syndication 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 agreements hereunder to our affiliates. Any and all obligations of, and services to be provided by BofA hereunder may be performed and any and all rights of BofA hereunder may be exercised by or through any of its 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 Fee and Syndication Letter is a binding and enforceable agreement with respect to the subject matter contained herein and therein.

Please indicate your acceptance of the terms set forth in this Fee and Syndication Letter by returning to us executed counterparts of this Fee and Syndication 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.

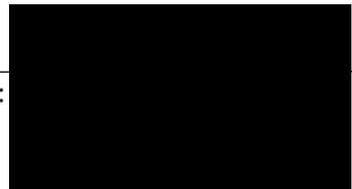
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financing. We are pleased to have the opportunity to work with you in connection with this important

Very truly yours,

BOFA SECURITIES, INC.

By: _____
Name:
Title:



BANK OF AMERICA, N.A.

By: _____
Name:
Title:

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Very truly yours,

BOFA SECURITIES, INC.

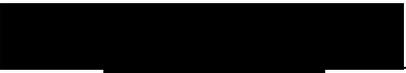
By: _____
Name:
Title:

BANK OF AMERICA, N.A.

By: _____
Name: [Redacted]
Title: Director

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

TETRA TECH, INC.

By 
Name: 
Title: Chief Financial Officer