

**THIRD AMENDED AND RESTATED  
PLEDGE AGREEMENT**

**THIS THIRD AMENDED AND RESTATED PLEDGE AGREEMENT** dated as of September 23, 2022 (this “Pledge Agreement”), is being entered into among **TETRA TECH, INC.**, a Delaware corporation (the “Company” and a “Pledgor”), **EACH OF THE UNDERSIGNED SUBSIDIARIES OF THE COMPANY AND EACH OTHER PERSON WHO SHALL BECOME A PARTY HERETO BY EXECUTION OF A PLEDGE JOINDER AGREEMENT** (each a “Subsidiary Guarantor” and a “Pledgor”, and together with the Company, collectively, the “Pledgors”), and **BANK OF AMERICA, N.A.**, as Administrative Agent (in such capacity, the “Administrative Agent”) for each of the Secured Parties (as defined in each Credit Agreement referenced below). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in each of the Credit Agreements, as applicable.

**RECITALS:**

A. (i) Pursuant to the Second Amended and Restated Credit Agreement, dated as of July 30, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Revolving and Term Loan Credit Agreement”), among the Company, certain Subsidiaries of the Company party thereto (each a “Designated Borrower” and, together with the Company, the “Revolving and Term Loan Borrowers” and, each a “Revolving and Term Loan Borrower”), the Administrative Agent and the lenders now or hereafter party thereto (the “Revolving and Term Loan Lenders”), the Revolving and Term Loan Lenders have agreed to provide to the Revolving and Term Loan Borrowers a revolving credit facility and a term loan facility and (ii) pursuant to the Bridge Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Bridge Credit Agreement” and together with the Revolving and Term Loan Credit Agreement, the “Credit Agreements” and each a “Credit Agreement”), among the Company, the Administrative Agent and the lenders now or hereafter party thereto (the “Bridge Loan Lenders” and together with the Revolving and Term Loan Lenders, the “Lenders” and each, a “Lender”), the Bridge Loan Lenders have agreed to provide to the Company a 364-day bridge term loan facility for the purposes specified therein.

B. Under the Revolving and Term Loan Credit Agreement, certain additional extensions of credit may be made from time to time for the benefit of the Pledgors pursuant to certain Secured Cash Management Agreements, Secured Hedge Agreements and Secured Permitted Bilateral Letters of Credit.

C. It is a condition precedent to the Secured Parties’ obligations to make and maintain such extensions of credit under each Credit Agreement that the Pledgors shall have executed and delivered this Pledge Agreement to the Administrative Agent.

In order to induce the Secured Parties to from time to time make and maintain extensions of credit under (x) each Credit Agreement and (y) with respect to the Revolving and Term Loan Credit Agreement, such Secured Cash Management Agreements, Secured Hedge Agreements and Secured Permitted Bilateral Letters of Credit, the parties hereto agree as follows:

**1. Certain Definitions.** Terms used in this Pledge Agreement that are not otherwise expressly defined herein or in the Credit Agreements, and for which meanings are provided in the Uniform Commercial Code of the State of New York (the “UCC”), shall have such meanings unless the context requires otherwise. In addition, for purposes of this Pledge Agreement, the following term has the following definition:

“Secured Obligations” means, collectively:

(I)(a) as to the Company, all of the Obligations, including, without limitation, the payment and performance of all obligations and liabilities of each Loan Party (whether now existing or hereafter arising) under (i) the Revolving and Term Loan Credit Agreement and each of the other Loan Documents as defined therein (including, without limitation, this Pledge Agreement) to which any Loan Party is now or hereafter becomes a party, (ii) (x) any Secured Cash Management Agreement or Secured Hedge Agreement to which any Loan Party is now or hereafter becomes a party and (iii) any Secured Permitted Bilateral Letter of Credit to which any Loan Party or any Subsidiary is now or hereafter becomes a party; and (b) as to each Subsidiary Guarantor, all of its Obligations, including, without limitation, the payment and performance of its obligations and liabilities (whether now existing or hereafter arising) under (i) the Revolving and Term Loan Credit Agreement (in the case of a Subsidiary Guarantor that is a Designated Borrower), the Subsidiary Guaranty and each of the other Loan Documents (each as defined in the Revolving and Term Loan Credit Agreement, including, without limitation, this Pledge Agreement) to which it is now or hereafter becomes a party and (ii) (x) any Secured Cash Management Agreement or Secured Hedge Agreement (each as defined in the Revolving and Term Loan Credit Agreement) to which it is now or hereafter becomes a party and (y) any Secured Permitted Bilateral Letter of Credit (as defined in the Revolving and Term Loan Credit Agreement) to which it is now or hereafter becomes a party; and

(II)(a) as to the Company, all of the Obligations, including, without limitation, the payment and performance of all obligations and liabilities of each Loan Party (whether now existing or hereafter arising) under (i) the Bridge Credit Agreement and each of the other Loan Documents as defined therein (including, without limitation, this Pledge Agreement) to which any Loan Party is now or hereafter becomes a party; and (b) as to each Subsidiary Guarantor, all of its Obligations, including, without limitation, the payment and performance of its obligations and liabilities (whether now existing or hereafter arising) under the Subsidiary Guaranty and each of the other Loan Documents (each as defined in the Bridge Credit Agreement, including, without limitation, this Pledge Agreement) to which it is now or hereafter becomes a party.

**2. Pledge of Pledged Interests; Other Collateral.**

(a) Each Pledgor hereby grants as collateral security, for the payment, performance and satisfaction of all of Secured Obligations, to the Administrative Agent, for the benefit of the Secured Parties, a first priority security interest in all of the following items of property in which it now has or may at any time hereafter acquire an interest or the power to transfer rights therein, and wheresoever located:

(i) all Equity Interests in all of its Subsidiaries (other than any Captive Insurance Subsidiary and limited, in the case of Foreign Subsidiaries to Equity Interests that, when taken with all other Equity Interests pledged hereunder, constitute no more than (x) 65% of the voting Equity Interests of each Foreign Subsidiary and (y) 100% of the other Equity Interests of such Pledgor in each Foreign Subsidiary), in each case, whether now existing or hereafter created or acquired (collectively, the “Pledged Interests”), including without limitation the Pledged Interests more particularly described on Schedule I hereto (such Subsidiaries, together with all other Subsidiaries whose Equity Interests may be required to be subject to this Pledge Agreement from time to time, are referred to collectively as the “Pledged Subsidiaries”);

(ii) all money, securities, security entitlements and other investment property, dividends, rights, general intangibles and other property at any time and from time to time (x) declared or distributed in respect of or in exchange for or on conversion of any Pledged Interest, or (y) by its or their terms exchangeable or exercisable for or convertible into any Pledged Interest;

(iii) all other property of whatever character or description, including money, securities, security entitlements and other investment property, and general intangibles hereafter delivered to the Administrative Agent in substitution for or as an addition to any of the foregoing;

(iv) all securities accounts to which may at any time be credited any or all of the foregoing or any proceeds thereof and all certificates and instruments representing or evidencing any of the foregoing or any proceeds thereof; and

(v) all proceeds of any of the foregoing.

All such Pledged Interests, certificates, instruments, cash, securities, interests, dividends, rights and other property referred to in clauses (i) through (v) of this Section 2 are herein collectively referred to as the “Collateral.”

(b) Subject to Sections 11(a) and 29, each Pledgor agrees to deliver all certificates, instruments or other documents representing any Collateral to the Administrative Agent at such location as the Administrative Agent shall from time to time designate by written notice pursuant to Section 23 for its custody at all times until termination of this Pledge Agreement, together with such instruments of assignment and transfer as requested by the Administrative Agent.

(c) Subject to Section 29, each Pledgor agrees to execute and deliver, or cause to be executed and delivered by other Persons, at Pledgor’s expense, all share certificates, documents, instruments, agreements, financing statements (and amendments thereto and continuations thereof), assignments, control agreements, or other writings as the Administrative Agent may request from time to time to carry out the terms of this Pledge Agreement or to protect or enforce the Administrative Agent’s Lien and security interest in the Collateral hereunder granted to the Administrative Agent for the benefit of the

Secured Parties and further agrees to do and cause to be done upon the Administrative Agent's request, at Pledgor's expense, all things determined by the Administrative Agent to be necessary or advisable to perfect and keep in full force and effect the Lien in the Collateral hereunder granted to the Administrative Agent for the benefit of the Secured Parties, including the prompt payment of all out-of-pocket fees and expenses incurred in connection with any filings made to perfect or continue the Lien and security interest in the Collateral hereunder granted in favor of the Administrative Agent for the benefit of the Secured Parties.

(d) All reasonable and documented filing fees, advances, charges, costs and expenses, including all fees and expenses of counsel ("Attorney Costs"), incurred or paid by the Administrative Agent or any Lender in exercising any right, power or remedy conferred by this Pledge Agreement, or in the enforcement thereof, shall become a part of the Secured Obligations secured hereunder and shall be paid to the Administrative Agent for the benefit of the Secured Parties by the Pledgors in respect of which the same was incurred immediately upon demand therefor, and any amounts not so paid on demand (in addition to other rights and remedies resulting from such nonpayment) shall bear interest from the date of demand until paid in full at the Default Rate.

(e) Each Pledgor agrees to register and cause to be registered the interest of the Administrative Agent, for the benefit of the Secured Parties, in the Collateral on its own books and records and the registration books of each of the Pledged Subsidiaries.

**3. Status of Pledged Interests.** Each Pledgor hereby represents, warrants and covenants to the Administrative Agent for the benefit of the Secured Parties, with respect to itself and the Collateral as to which it has or acquires any interest, that:

(a) All of the Pledged Interests are, as of the date of execution of this Pledge Agreement or Pledge Joinder Agreement by each Pledgor pledging such Pledged Interests (such date as applicable with respect to each Pledgor, its "Applicable Date"), and shall at all times thereafter be validly issued and outstanding, fully paid and non-assessable and constitute (i) 65% of the issued and outstanding voting Equity Interests (or if any Pledgor shall own less than 65% of such voting Equity Interests, then 100% of the voting Equity Interests owned by such Pledgor) and 100% of the other issued and outstanding Equity Interests of each Foreign Subsidiary constituting a Pledged Subsidiary and (ii) all of the issued and outstanding Equity Interests of all Domestic Subsidiaries constituting Pledged Subsidiaries, and are accurately described on Schedule I (to the extent of the information included on such Schedule).

(b) Such Pledgor is as at its Applicable Date and shall at all times thereafter (subject to Dispositions permitted under the Credit Agreements) be the sole registered and record and beneficial owner of the Pledged Interests, free and clear of all Liens, charges, equities, options, hypothecations, encumbrances and restrictions on pledge or transfer, including transfer of voting rights (other than the pledge hereunder and applicable restrictions pursuant to federal and state and applicable foreign securities laws). Without limiting the foregoing, the Pledged Interests are not and will not be subject to any voting

trust, shareholders agreement, right of first refusal, voting proxy, power of attorney or other similar arrangement (other than the rights hereunder in favor of the Administrative Agent).

(c) At no time shall any Pledged Interests (i) be held or maintained in the form of a security entitlement or credited to any securities account and (ii) which constitute a “security” (or as to which the related Pledged Subsidiary has elected to have treated as a “security”) under Article 8 of the UCC (including, for the purposes of this Section, the Uniform Commercial Code of any other applicable jurisdiction whose laws may govern) to be maintained in the form of uncertificated securities. Subject to Section 29, with respect to Pledged Interests that are “securities” under the UCC, or as to which the issuer has elected at any time to have such interests treated as “securities” under the UCC, such Pledged Interests are, and shall at all times be, represented by the share certificates listed on Schedule I hereto (to the extent of the information included with respect to share certificates on such Schedule), which share certificates, with stock powers duly executed in blank by such Pledgor, have been delivered to the Administrative Agent or are being delivered to the Administrative Agent simultaneously herewith or, in the case of Additional Interests as defined in Section 22, shall be delivered pursuant to Section 22. In addition, with respect to all Pledged Interests, including Pledged Interests that are not “securities” under the UCC and as to which the applicable Pledged Subsidiary has not elected to have such interests treated as “securities” under the UCC, such Pledgor has at its Applicable Date delivered to the Administrative Agent (or has previously delivered to the Administrative Agent or, in case of Additional Interests shall deliver pursuant to Section 22) Uniform Commercial Code financing statements (or appropriate amendments thereto) duly authorized by the Pledgor and naming the Administrative Agent for the benefit of the Secured Parties as “secured party,” in form, substance and number sufficient in the reasonable opinion of the Administrative Agent to be filed in all UCC filing offices and in all jurisdictions in which filing is necessary or advisable to perfect in favor of the Administrative Agent for the benefit of the Secured Parties the Lien on such Pledged Interests, together with all required filing fees. Subject to Section 29, without limiting the foregoing provisions of this Section 3(c), with respect to any Pledged Interests issued by any Foreign Subsidiary, Pledgor shall deliver or cause to be delivered, (i) in addition to or in substitution for all or any of the foregoing items, as the Administrative Agent may elect, such other instruments, certificates, agreements, notices, filings, and other documents, and take or cause to be taken such other action, as the Administrative Agent may determine to be necessary or advisable under the laws of the jurisdiction of formation of such Foreign Subsidiary, to grant, perfect and protect as a first priority lien in such Collateral in favor of the Administrative Agent for the benefit of the Secured Parties, and (ii) if requested by the Administrative Agent, an opinion of counsel acceptable in form and substance to the Administrative Agent issued by a law firm acceptable to the Administrative Agent licensed to practice law in such foreign jurisdiction, addressing with respect to such Pledged Interests the matters described in Section 6.13 of each Credit Agreement.

(d) It has full corporate power, legal right and lawful authority to execute this Pledge Agreement (and any Pledge Joinder Agreement applicable to it) and to pledge, assign and transfer its Pledged Interests in the manner and form hereof.

(e) Subject to Section 29, the pledge, assignment and delivery of its Pledged Interests (along with undated stock powers executed in blank, financing statements and other agreements referred to in Section 3(c) hereof) to the Administrative Agent for the benefit of the Secured Parties pursuant to this Pledge Agreement (or any Pledge Joinder Agreement) creates or continues, as applicable, a valid and perfected first priority security interest in such Pledged Interests in favor of the Administrative Agent for the benefit of the Secured Parties, securing the payment of the Secured Obligations, assuming, in the case of the Pledged Interests which constitute certificated “securities” under the UCC (including, for the purposes of this Section, the Uniform Commercial Code of any other applicable jurisdiction), continuous and uninterrupted possession by or on behalf of the Administrative Agent. The Pledgor will at its own cost and expense defend the Secured Parties’ right, title and security interest in and to the Collateral against the claims and demands of all persons whomsoever.

(f) Except as otherwise expressly provided herein pursuant to a Disposition permitted under the Credit Agreements, none of the Pledged Interests (nor any interest therein or thereto) shall be sold, transferred or assigned without the Administrative Agent’s prior written consent, which may be withheld for any reason.

(g) Subject to Section 29, it shall at all times cause the Pledged Interests of such Pledgor that constitute “securities” (or as to which the issuer elects to have treated as “securities”) under the UCC to be represented by the certificates now and hereafter delivered to the Administrative Agent in accordance with Sections 2, 3 and 22 hereof and that it shall cause each of the Pledged Subsidiaries as to which it is the Pledgor not to issue any Equity Interests, or securities convertible into, or exchangeable or exercisable for, Equity Interests, at any time during the term of this Pledge Agreement unless the Pledged Interests of such Pledged Subsidiary are issued solely to either (y) such Pledgor who shall immediately comply with Sections 3 and 22 hereof with respect to such property or (z) the Company or a Subsidiary Guarantor who shall immediately pledge such additional Equity Interests to the Administrative Agent for the benefit of the Secured Parties pursuant to Section 22 or 24 hereof, as applicable, on substantially identical terms as are contained herein and deliver or cause to be delivered the appropriate documents described in Section 3(c) hereof to the Administrative Agent and take such further actions as the Administrative Agent may deem necessary in order to perfect a first priority security interest in such Equity Interests.

(h) As of its Applicable Date, the exact legal name and address, type of Person, jurisdiction of formation, jurisdiction of formation identification number (if any), and location of the chief executive office of such Pledgor are as specified on Schedule II attached hereto. No Pledgor shall change its name, jurisdiction of formation (whether by reincorporation, merger or otherwise), or the location of its chief executive office, except upon giving not less than thirty (30) days’ prior written notice to the Administrative Agent and taking or causing to be taken all such action at such Pledgor’s expense as may be reasonably requested by the Administrative Agent to perfect or maintain the perfection of the Lien of the Administrative Agent in Collateral.

#### **4. Preservation and Protection of Collateral.**

(a) The Administrative Agent shall be under no duty or liability with respect to the collection, protection or preservation of the Collateral, or otherwise, beyond the use of reasonable care in the custody and preservation thereof while in its possession.

(b) Each Pledgor agrees to pay when due all taxes, charges, Liens and assessments against the Collateral in which it has an interest, unless being contested in good faith by appropriate proceedings diligently conducted and against which adequate reserves have been established in accordance with GAAP applied on a basis consistent with that used in preparing the Audited Financial Statements and evidenced to the satisfaction of the Administrative Agent and provided that all enforcement proceedings in the nature of levy or foreclosure are effectively stayed. Upon the failure of any Pledgor to so pay or contest such taxes, charges, Liens or assessments, or upon the failure of any Pledgor to pay any amount pursuant to Section 2(c), the Administrative Agent at its option may pay or contest any of them (the Administrative Agent having the sole right to determine the legality or validity and the amount necessary to discharge such taxes, charges, Liens or assessments) but shall not have any obligation to make any such payment or contest. All sums so disbursed by the Administrative Agent, including Attorney Costs, court costs, expenses and other charges related thereto, shall be payable on demand by the applicable Pledgor to the Administrative Agent and shall be additional Secured Obligations secured by the Collateral, and any amounts not so paid on demand (in addition to other rights and remedies resulting from such nonpayment) shall bear interest from the date of demand until paid in full at the Default Rate.

(c) Each Pledgor hereby (i) irrevocably authorizes the Administrative Agent to file (with, or to the extent permitted by applicable law, without the signature of the Pledgor appearing thereon) financing statements (including amendments thereto and continuations and copies thereof) showing such Pledgor as “debtor” at such time or times and in all filing offices as the Administrative Agent may from time to time determine to be necessary or advisable to perfect or protect the rights of the Administrative Agent and the Secured Parties hereunder, or otherwise to give effect to the transactions herein contemplated, and (ii) irrevocably ratifies and acknowledges all such actions taken by or on behalf of the Administrative Agent prior to the Applicable Date.

**5. Default.** Upon the occurrence and during the continuance of any Event of Default (as defined in either Credit Agreement), the Administrative Agent is given full power and authority, then or at any time thereafter, to sell, assign, deliver or collect the whole or any part of the Collateral, or any substitute therefor or any addition thereto, in one or more sales, with or without any previous demands or demand of performance or, to the extent permitted by law, notice or advertisement, in such order as the Administrative Agent may elect; and any such sale may be made either at public or private sale at the Administrative Agent’s place of business or elsewhere, either for cash or upon credit or for future delivery, at such price or prices as the Administrative Agent may reasonably deem fair; and the Administrative Agent or any other Secured Party may be the purchaser of any or all Collateral so sold and hold the same thereafter in its own right free from any claim of any Pledgor or right of redemption. Demands of performance, advertisements and presence of property and sale and notice of sale are hereby waived to the extent permissible by law. Any sale hereunder may be conducted by an auctioneer or any officer or agent of the Administrative Agent. Each Pledgor recognizes that the Administrative Agent may be unable to

effect a public sale of the Collateral by reason of certain prohibitions contained in the Securities Act of 1933, as amended (the “Securities Act”), and applicable state law, and may be otherwise delayed or adversely affected in effecting any sale by reason of present or future restrictions thereon imposed by governmental authorities, and that as a consequence of such prohibitions and restrictions the Administrative Agent may be compelled (i) to resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire the Collateral for their own account, for investment and not with a view to the distribution or resale thereof, or (ii) to seek regulatory approval of any proposed sale or sales, or (iii) to limit the amount of Collateral sold to any Person or group. Each Pledgor agrees and acknowledges that private sales so made may be at prices and upon terms less favorable to such Pledgor than if such Collateral was sold either at public sales or at private sales not subject to other regulatory restrictions, and that the Administrative Agent has no obligation to delay the sale of any of the Collateral for the period of time necessary to permit the Pledged Subsidiary to register or otherwise qualify the Collateral, even if such Pledged Subsidiary would agree to register or otherwise qualify such Collateral for public sale under the Securities Act or applicable state law. Each Pledgor further agrees, to the extent permitted by applicable law, that the use of private sales made under the foregoing circumstances to dispose of the Collateral shall be deemed to be dispositions in a commercially reasonable manner. Each Pledgor hereby acknowledges that a ready market may not exist for the Pledged Interests if they are not traded on a national securities exchange or quoted on an automated quotation system and agrees and acknowledges that in such event the Pledged Interests may be sold for an amount less than a pro rata share of the fair market value of the Pledged Subsidiary’s assets minus its liabilities. In addition to the foregoing, the Secured Parties may exercise such other rights and remedies as may be available under the Loan Documents, at law (including without limitation the UCC) or in equity.

**6. Proceeds of Sale.** The net cash proceeds resulting from the collection, liquidation, sale, or other disposition of the Collateral shall be applied first to the expenses (including all Attorney Costs) of retaking, holding, storing, processing and preparing for sale, selling, collecting, liquidating and the like, and then to the satisfaction on a ratable basis of all Secured Obligations in accordance with the terms of Section 8.03 of each Credit Agreement. Each Pledgor shall be liable to the Administrative Agent, for the benefit of the Secured Parties, and shall pay to the Administrative Agent, for the benefit of the Secured Parties, on demand any deficiency which may remain after such sale, disposition, collection or liquidation of the Collateral.

**7. Presentments, Demands and Notices.** The Administrative Agent shall not be under any duty or obligation whatsoever to make or give any presentments, demands for performances, notices of nonperformance, protests, notice of protest or notice of dishonor in connection with any obligations or evidences of indebtedness held thereby as collateral, or in connection with any obligations or evidences of indebtedness which constitute in whole or in part the Secured Obligations secured hereunder.

**8. Attorney-in-Fact.** Each Pledgor hereby appoints the Administrative Agent as such Pledgor’s attorney-in-fact for the purposes of carrying out the provisions of this Pledge Agreement and taking any action and executing any instrument which the Administrative Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest; provided, that the Administrative Agent shall have and may exercise rights under this power of attorney only upon the occurrence and during the continuance of a



Default or an Event of Default. Without limiting the generality of the foregoing, upon the occurrence and during the continuance of a Default or an Event of Default, the Administrative Agent shall have the right and power to receive, endorse and collect all checks and other orders for the payment of money made payable to any Pledgor representing any dividend, interest payment, principal payment or other distribution payable or distributable in respect to the Collateral or any part thereof and to give full discharge for the same.

**9. Reinstatement.** The granting of a security interest in the Collateral and the other provisions hereof shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Secured Obligations is rescinded or must otherwise be returned by any Secured Party or is repaid by any Secured Party in whole or in part in good faith settlement of a pending or threatened avoidance claim, whether upon the insolvency, bankruptcy or reorganization of any Pledgor or any other Loan Party or otherwise, all as though such payment had not been made. The provisions of this Section 9 shall survive repayment of all of the Secured Obligations and the termination or expiration of this Pledge Agreement in any manner, including but not limited to termination upon occurrence of the Facility Termination Date or Termination Date, as applicable.

**10. Waiver by the Pledgors.** Each Pledgor waives to the extent permitted by applicable law (a) any right to require any Secured Party or any other obligee of the Secured Obligations to (i) proceed against any Person or entity, including without limitation any Loan Party, (ii) proceed against or exhaust any Collateral or other collateral for the Secured Obligations, or (iii) pursue any other remedy in its power, (b) any defense arising by reason of any disability or other defense of any other Person, or by reason of the cessation from any cause whatsoever of the liability of any other Person or entity, (c) any right of subrogation, and (d) any right to enforce any remedy which any Secured Party or any other obligee of the Secured Obligations now has or may hereafter have against any other Person and any benefit of and any right to participate in any collateral or security whatsoever now or hereafter held by the Administrative Agent for the benefit of the Secured Parties. Each Pledgor authorizes each Secured Party and each other obligee of the Secured Obligations without notice (except notice required by applicable law) or demand and without affecting its liability hereunder or under the Loan Documents from time to time to: (x) take and hold security, other than the Collateral herein described, for the payment of such Secured Obligations or any part thereof, and exchange, enforce, waive and release the Collateral herein described or any part thereof or any such other security; and (y) apply such Collateral or other security and direct the order or manner of sale thereof as such Secured Party or obligee in its discretion may determine.

The Administrative Agent may at any time deliver (without representation, recourse or warranty) the Collateral or any part thereof to a Pledgor and the receipt thereof by such Pledgor shall be a complete and full acquittance for the Collateral so delivered, and the Administrative Agent shall thereafter be discharged from any liability or responsibility therefor.

**11. Dividends and Voting Rights.**

(a) All dividends and other distributions with respect to any of the Pledged Interests shall be subject to the pledge hereunder, provided, however, that cash dividends paid to a Pledgor as record owner of the Pledged Interests, to the extent permitted by the

Credit Agreements to be declared and paid, may be retained by such Pledgor so long as no Default or Event of Default shall have occurred and be continuing, free from any Liens hereunder.

(b) So long as no Default or Event of Default shall have occurred and be continuing, the registration of the Collateral in the name of a Pledgor as record and beneficial owner shall not be changed and such Pledgor shall be entitled to exercise all voting and other rights and powers pertaining to the Collateral for all purposes not inconsistent with the terms of the Loan Documents.

(c) Upon the occurrence and during the continuance of any Default or Event of Default, all rights of the Pledgors to receive and retain cash dividends and other distributions upon the Collateral pursuant to subsection (a) above shall cease and shall thereupon be vested in the Administrative Agent for the benefit of the Secured Parties, and each Pledgor shall promptly deliver, or shall cause to be promptly delivered, all such cash dividends and other distributions with respect to the Pledged Interests to the Administrative Agent (together, if the Administrative Agent shall request, with the documents described in Sections 2(c) and 3(c) hereof or other negotiable documents or instruments so distributed) to be held by it hereunder or, at the option of the Administrative Agent, to be applied to the Secured Obligations. Pending delivery to the Administrative Agent of such property, each Pledgor shall keep such property segregated from its other property and shall be deemed to hold the same in trust for the benefit of the Secured Parties.

(d) Upon the occurrence and during the continuance of any Default or Event of Default, at the option of the Administrative Agent, all rights of each of the Pledgors to exercise the voting or consensual rights and powers which it is authorized to exercise pursuant to subsection (b) above shall cease and the Administrative Agent may thereupon (but shall not be obligated to), at its request, cause such Collateral to be registered in the name of the Administrative Agent or its nominee or agent for the benefit of the Secured Parties and/or exercise such voting or consensual rights and powers as appertain to ownership of such Collateral, and to that end each Pledgor hereby appoints the Administrative Agent as its proxy, with full power of substitution, to vote and exercise all other rights as a shareholder with respect to such Pledged Interests hereunder upon the occurrence and during the continuance of any Default or Event of Default, which proxy is coupled with an interest and is irrevocable until the Facility Termination Date or Termination Date, as applicable, and each Pledgor hereby agrees to provide such further proxies as the Administrative Agent may request; provided, however, that the Administrative Agent in its discretion may from time to time refrain from exercising, and shall not be obligated to exercise, any such voting or consensual rights or such proxy.

**12. Continued Powers.** Until the Facility Termination Date or Termination Date, as applicable shall have occurred, the power of sale and other rights, powers and remedies granted to the Administrative Agent for the benefit of the Secured Parties hereunder shall continue to exist and may be exercised by the Administrative Agent at any time and from time to time irrespective of the fact that any of the Secured Obligations or any part thereof may have become barred by any statute of limitations or that any part of the liability of any Pledgor may have ceased.

**13. Other Rights.** The rights, powers and remedies given to the Administrative Agent for the benefit of the Secured Parties by this Pledge Agreement shall be in addition to all rights, powers and remedies given to the Administrative Agent or any Secured Party under any other Loan Document or by virtue of any statute or rule of law. Any forbearance or failure or delay by the Administrative Agent in exercising any right, power or remedy hereunder shall not be deemed to be a waiver of such right, power or remedy, and any single or partial exercise of any right, power or remedy hereunder shall not preclude the further exercise thereof; and every right, power and remedy of the Secured Parties shall continue in full force and effect until such right, power or remedy is specifically waived in accordance with the terms of the applicable Credit Agreement.

**14. Anti-Marshaling Provisions.** The right is hereby given by each Pledgor to the Administrative Agent, for the benefit of the Secured Parties, to make releases (whether in whole or in part) of all or any part of the Collateral agreeable to the Administrative Agent without notice to, or the consent, approval or agreement of other parties and interests, including junior lienors, which releases shall not impair in any manner the validity of or priority of the Liens and security interests in the remaining Collateral conferred hereunder, nor release any Pledgor from personal liability for the Secured Obligations. Notwithstanding the existence of any other security interest in the Collateral held by the Administrative Agent, for the benefit of the Secured Parties, the Administrative Agent shall have the right to determine the order in which any or all of the Collateral shall be subjected to the remedies provided in this Pledge Agreement. Each Pledgor hereby waives any and all right to require the marshaling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein or in any other Loan Document.

**15. Entire Agreement.** This Pledge Agreement and each Pledge Joinder Agreement, together with the Credit Agreements and other Loan Documents, constitute and express the entire understanding between the parties hereto with respect to the subject matter hereof, and supersede all prior negotiations, agreements and understandings, inducements, commitments or conditions, express or implied, oral or written, except as contained in the Loan Documents. The express terms hereof and of the Pledge Joinder Agreements control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof or thereof. Except as provided in Sections 21, 22 and 24, neither this Pledge Agreement nor any Pledge Joinder Agreement nor any portion or provision hereof or thereof may be changed, altered, modified, supplemented, discharged, canceled, terminated, or amended orally or in any manner other than as provided in each Credit Agreement.

**16. Further Assurances.** Subject to Section 29, each Pledgor agrees at its own expense to do such further acts and things, and to execute and deliver, and cause to be executed and delivered as may be necessary or advisable to give effect thereto, such additional conveyances, assignments, financing statements, control agreements, documents, certificates, stock powers, agreements and instruments, as the Administrative Agent may at any time reasonably request in connection with the administration or enforcement of this Pledge Agreement or any Pledge Joinder Agreement or related to the Collateral or any part thereof or in order better to assure and confirm unto the Administrative Agent its rights, powers and remedies for the benefit of the Secured Parties hereunder or thereunder. Each Pledgor hereby consents and agrees that the Pledged Subsidiaries and all other Persons, shall be entitled to accept the provisions hereof and of the Pledge Joinder Agreements as conclusive evidence of the right of the Administrative Agent, on behalf of the

Secured Parties, to exercise its rights, privileges, and remedies hereunder and thereunder with respect to the Collateral, notwithstanding any other notice or direction to the contrary heretofore or hereafter given by any Pledgor or any other Person to any of such Pledged Subsidiaries or other Persons.

**17. Binding Agreement; Assignment.** This Pledge Agreement and each Pledge Joinder Agreement, and the terms, covenants and conditions hereof and thereof, shall be binding upon and inure to the benefit of the parties hereto, and to their respective successors and assigns, except that no Pledgor shall be permitted to assign this Pledge Agreement, any Pledge Joinder Agreement or any interest herein or therein or in the Collateral, or any part thereof or interest therein, or otherwise pledge, encumber or grant any option with respect to the Collateral, or any part thereof, or any cash or property held by the Administrative Agent as Collateral under this Pledge Agreement. Without limiting the generality of the foregoing sentence of this Section 17, any Lender may assign to one or more Persons, or grant to one or more Persons participations in or to, all or any part of its rights and obligations under any Credit Agreement (to the extent permitted by such Credit Agreement); and to the extent of any such assignment or participation such other Person shall, to the fullest extent permitted by law, thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise, subject however, to the provisions of such Credit Agreement, including Article IX thereof (concerning the Administrative Agent) and Section 10.06 thereof (concerning assignments and participations). All references herein to the Administrative Agent and to the Secured Parties shall include any successor thereof or permitted assignee, and any other obligees from time to time of the Secured Obligations.

**18. Secured Cash Management Agreements, Secured Hedge Agreements and Secured Permitted Bilateral Letters of Credit.** No Secured Party (other than the Administrative Agent) that obtains the benefit of this Pledge Agreement shall have any right to notice of any action or to consent to, direct or object to any action hereunder or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender and, in such case, only to the extent expressly provided in the Loan Documents. Notwithstanding any other provision of this Pledge Agreement to the contrary, with respect to the Revolving and Term Loan Credit Agreement, the Administrative Agent shall only be required to verify the payment of, or that other satisfactory arrangement have been made with respect to, the Obligations arising under Secured Cash Management Agreements, Secured Hedge Agreements and Secured Permitted Bilateral Letters of Credit to the extent the Administrative Agent has received written notice of such Obligations, together with such supporting documentation as it may request, from the applicable Cash Management Bank, Hedge Bank or PBLOC Bank, as the case may be. Each Secured Party not a party to the Revolving and Term Loan Credit Agreement that obtains the benefit of this Pledge Agreement shall be deemed to have acknowledged and accepted the appointment of the Administrative Agent pursuant to the terms of the Revolving and Term Loan Credit Agreement, and that with respect to the actions and omissions of the Administrative Agent hereunder or otherwise relating hereto that do or may affect such Secured Party, the Administrative Agent and each of its Related Parties shall be entitled to all the rights, benefits and immunities conferred under Article IX of the Revolving and Term Loan Credit Agreement.

**19. Severability.** If any provision of this Pledge Agreement is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Pledge Agreement shall not be affected or impaired thereby and (b) the parties shall endeavor in

good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**20. Counterparts.** This Pledge Agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Pledge Agreement to produce or account for more than one such counterpart executed by the Pledgor against whom enforcement is sought. Without limiting the foregoing provisions of this Section 20, the provisions of Section 10.10 of each Credit Agreement shall be applicable to this Pledge Agreement.

**21. Termination.** Subject to the provisions of Section 9, this Pledge Agreement and each Pledge Joinder Agreement, and all obligations of the Pledgors hereunder (excluding those obligations and liabilities that expressly survive such termination) shall terminate without delivery of any instrument or performance of any act by any party on the Facility Termination Date or Termination Date, as applicable. Upon such termination of this Pledge Agreement, the Administrative Agent shall, at the sole expense of the Pledgors, promptly deliver to the Pledgors the certificates evidencing its shares of Pledged Interests (and any other property received as a dividend or distribution or otherwise in respect of such Pledged Interests to the extent then held by the Administrative Agent as additional Collateral hereunder), together with any cash then constituting the Collateral not then sold or otherwise disposed of in accordance with the provisions hereof, and take such further actions at the request of the Pledgors as may be necessary to effect the same.

**22. Additional Interests.** Subject to Section 29, if any Pledgor shall at any time acquire or hold any additional Pledged Interests, including any Pledged Interests issued by any Subsidiary not listed on Schedule I hereto which are required to be subject to a Lien pursuant to this Pledge Agreement by the terms hereof or of any provision of the Credit Agreements (any such shares being referred to herein as the “Additional Interests”), such Pledgor shall deliver to the Administrative Agent for the benefit of the Secured Parties (i) a Pledge Agreement Supplement in the form of Exhibit A hereto with respect to such Additional Interests duly completed and executed by such Pledgor and (ii) any other document required in connection with such Additional Interests as described in Section 3(c). Each Pledgor shall comply with the requirements of this Section 22 concurrently with the acquisition of any such Additional Interests or, in the case of Additional Interests to which Section 6.13 of each Credit Agreement applies, within the time period specified in such Section or elsewhere in such Credit Agreement with respect to such Additional Interests; provided, however, that the failure to comply with (or otherwise deliver the documentation contemplated by) the provisions of this Section 22 shall not impair the Lien on Additional Interests conferred hereunder.

**23. Notices.** Any notice required or permitted hereunder shall be given (a) with respect to any Pledgor, at the address then in effect for the giving of notices to the Company under each Credit Agreement, and (b) with respect to the Administrative Agent or any other Secured Party, at the Administrative Agent’s address indicated in Schedule 10.02 of each Credit Agreement. All such addresses may be modified, and all such notices shall be given and shall be effective, as

provided in Section 10.02 of each Credit Agreement for the giving and effectiveness of notices and modifications of addresses thereunder.

**24. Joinder.** Each Person who shall at any time execute and deliver to the Administrative Agent a Pledge Joinder Agreement substantially in the form attached as Exhibit B hereto shall thereupon irrevocably, absolutely and unconditionally become a party hereto and obligated hereunder as a Pledgor and shall have thereupon pursuant to Section 2 hereof granted a security interest in and collaterally assigned and pledged to the Administrative Agent for the benefit of the Secured Parties all Pledged Interests and other Collateral which it has at its Applicable Date or thereafter acquires any interest or the power to transfer, and all references herein and in the other Loan Documents to the Pledgors or to the parties to this Pledge Agreement shall be deemed to include such Person as a Pledgor hereunder. Each Pledge Joinder Agreement shall be accompanied by the Supplemental Schedules referred to therein, appropriately completed with information relating to the Pledgor executing such Pledge Joinder Agreement and its property. Each of the applicable Schedules attached hereto shall be deemed amended and supplemented without further action by such information reflected on the Supplemental Schedules.

**25. Rules of Interpretation.** The rules of interpretation contained in Section 1.02 of each Credit Agreement shall be applicable to this Pledge Agreement and each Pledge Joinder Agreement and are hereby incorporated by reference. All representations and warranties contained herein shall survive the delivery of documents and any Credit Extensions referred to herein or secured hereby.

**26. Governing Law; Jurisdiction; Etc.**

(a) **THIS PLEDGE AGREEMENT AND EACH PLEDGE JOINDER AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS PLEDGE AGREEMENT OR ANY PLEDGE JOINDER AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

(b) **EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST THE ADMINISTRATIVE AGENT, ANY LENDER, THE L/C ISSUER, OR ANY RELATED PARTY OF THE FOREGOING IN ANY WAY RELATING TO THIS PLEDGE AGREEMENT OR ANY PLEDGE JOINDER AGREEMENT OR THE TRANSACTIONS RELATING HERETO OR THERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE**

**JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS PLEDGE AGREEMENT OR ANY PLEDGE JOINDER AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT OR ANY OTHER SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS PLEDGE AGREEMENT OR ANY PLEDGE JOINDER AGREEMENT AGAINST ANY PLEDGOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.**

**(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PLEDGE AGREEMENT OR ANY PLEDGE JOINDER AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.**

**(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 23. NOTHING IN THIS PLEDGE AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.**

**27. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS PLEDGE AGREEMENT OR ANY PLEDGE JOINDER AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS PLEDGE**

**AGREEMENT OR ANY PLEDGE JOINDER AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

**28. Amendment and Restatement.** The parties hereto agree that the Second Amended and Restated Pledge Agreement (as in effect prior to the effectiveness of this Pledge Agreement, the “Existing Pledge Agreement”) dated as of July 30, 2018 among the Company, the Subsidiaries of the Company party thereto and the Administrative Agent is hereby amended and restated by this Pledge Agreement, and this Pledge Agreement shall constitute neither a release nor novation of any obligation, liability or Lien arising under the Existing Pledge Agreement, and such obligation, liabilities and Liens shall continue in effect on the terms hereof.

**29. Limitation on Delivery of Certain Items.** Notwithstanding anything to the contrary in this Pledge Agreement (including Section 2(b), 2(c), 3(c), 3(g), 16 or 22), the Pledgors shall not be required to deliver share certificates, stock powers or Pledge Agreement Supplements (collectively, the “Supplemental Deliveries”) except to the extent necessary to ensure that applicable Supplemental Deliveries have been made with respect to Pledged Subsidiaries that, when taken together with the Company, accounted for at least 80% of Consolidated Total Assets and 80% of the consolidated total revenues of the Company and its Domestic Subsidiaries. For purposes of the foregoing calculations, (x) assets shall be determined as of the last day of the most recently ended fiscal quarter for which financial information is available, (y) revenues shall be determined using the results of the four fiscal quarter period of the Company most recently ended for which financial information is available, but giving effect to any pro forma adjustments, with respect to any Acquisition or Disposition, in a manner consistent with the adjustments described in Section 1.10 of each Credit Agreement and (z) the assets and revenues of a Subsidiary shall not be deemed to include the assets and revenues of its Subsidiaries.

*[Signature pages follow.]*



**IN WITNESS WHEREOF**, the parties have duly executed this Third Amended and Restated Pledge Agreement on the day and year first written above.

**PLEDGORS:**


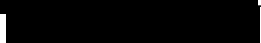
**TETRA TECH, INC.**

By:   
Name:   
Title: Chief Financial Officer

**ADVANCED MANAGEMENT  
TECHNOLOGY, INC.  
ARD, INC.  
ARDAMAN & ASSOCIATES, INC.  
COSENTINI ASSOCIATES, INC.  
GLUMAC  
MANAGEMENT SYSTEMS  
INTERNATIONAL, INC.  
PRO-TELLIGENT, LLC  
TETRA TECH BAS, INC.  
TETRA TECH CONSTRUCTION, INC.  
TETRA TECH EC, INC.  
TETRA TECH ES, INC.  
TETRA TECH EXECUTIVE SERVICES, INC.  
TETRA TECH HOLDING LLC  
TETRA TECH TESORO, INC.**

By:   
Name:   
Title: Treasurer



**AMERICAN ENVIRONMENTAL GROUP,  
LTD.**

By:   
Name:   
Title: Vice President and  
Assistant Secretary

**INDUS CORPORATION**

By:   
Name:   
Title: Assistant Treasurer

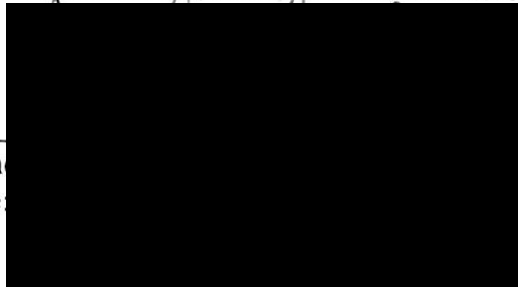
**ROONEY ENGINEERING, INC.**

By:   
Name:   
Title: Vice President, Secretary and  
Treasurer

**ADMINISTRATIVE AGENT:**

**BANK OF AMERICA, N.A.**, as Administrative Agent

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



## SCHEDULE I

### Pledged Interests

Name of Pledgor	Name, Jurisdiction of Formation, and Type of Entity of Pledged Subsidiary	Class or Type of Pledged Interest	Total Amount of Class or Type of Pledged Interests Authorized	Total Amount of Class or Type Outstanding	Total Amount Pledged	Certificate Number	Par Value (if applicable)	Name of Transfer Agent (if any)
Tetra Tech, Inc.	ADVANCED MANAGEMENT TECHNOLOGY, INC. / a Virginia corporation	Common	100,000	1,000	1,000	4	NPV	N/A
ADVANCED MANAGEMENT TECHNOLOGY, INC.	Tetra Tech AMT FZ LLC/ a United Arab Emirates limited liability company*	Shares	100	100	65%	N/A	N/A	N/A
ADVANCED MANAGEMENT TECHNOLOGY, INC.	Bridgenet International, Inc	Shares	100	100	100	5	N/A	N/A
Tetra Tech, Inc.	America's Schoolhouse Consulting Services, Inc./a New York corporation	Common	200	60	60	10	NPV	N/A
Tetra Tech, Inc.	AMERICAN ENVIRONMENTAL GROUP, LTD. / an Ohio limited liability company	Membership Certificate	N/A	2832 Units	2832 Units	26	N/A	N/A
Tetra Tech, Inc.	ARD, INC. / a Vermont corporation	Common	10,000	1,000	1,000	7	\$1.00	N/A
ARD, INC.	IP3 Afrique, LLC / a Senegal limited liability company *	Uncertificated Membership Unit	N/A	N/A	65%	Uncertificated	N/A	N/A
ARD, INC.	Tetra Tech ARD, INC. S. De R. L. De C.V. / a Mexican limited liability company *	Uncertificated Membership Unit	N/A	N/A	65%	Uncertificated	N/A	N/A

Name of Pledgor	Name, Jurisdiction of Formation, and Type of Entity of Pledged Subsidiary	Class or Type of Pledged Interest	Total Amount of Class or Type of Pledged Interests Authorized	Total Amount of Class or Type Outstanding	Total Amount Pledged	Certificate Number	Par Value (if applicable)	Name of Transfer Agent (if any)
Tetra Tech, Inc.	ARDAMAN & ASSOCIATES, INC. / a Florida corporation	Common	350,000	175,870	175,870	24	\$1.00	N/A
Tetra Tech, Inc.	BIOCNG, LLC, a New York limited liability company	Uncertificated Membership Unit	N/A	N/A	100%	Uncertificated	N/A	N/A
Tetra Tech, Inc.	Coffey UK Limited, a private limited company of England and Wales *	Common	1,761,660,100	1,761,660,100	1,145,079,065	5	N/A	N/A
Tetra Tech, Inc.	Cornerstone Environmental Group LLC, a New York limited liability company	Uncertificated Membership Unit	N/A	N/A	100%	Uncertificated	N/A	N/A
Tetra Tech, Inc.	Cosentini Associates, Inc./ a New York corporation	Common	200	100	100	1	\$100.00	N/A
Tetra Tech, Inc.	Delaney Crushed Stone Products, Inc. / a New York corporation	Common	200	200	200	4	NPV	N/A
Tetra Tech, Inc.	Fort Point Associates, Inc.	Common	200,000	200,000	200,000	2	None	N/A
Tetra Tech, Inc.	Glumac, a California corporation	Common	1,000,000	1,000	1000	A518	N/A	N/A
Glumac, a California corporation	Glumac Limited, a Hong Kong limited company*	Uncertificated Membership Unit	N/A	N/A	65%	Uncertificated	N/A	N/A
Tetra Tech, Inc.	Hydro-Ops LLC	Uncertificated Membership Unit	N/A	N/A	100%	Uncertificated	N/A	N/A
Tetra Tech, Inc.	INDUS Corporation / a Virginia corporation	Common	10,000,000	1,000	1,000	7	NPV	N/A
INDUS Corporation	INDUS Enterprise Solutions	Common	1,000	1,000	1,000	3	\$0.001	N/A

Name of Pledgor	Name, Jurisdiction of Formation, and Type of Entity of Pledged Subsidiary	Class or Type of Pledged Interest	Total Amount of Class or Type of Pledged Interests Authorized	Total Amount of Class or Type Outstanding	Total Amount Pledged	Certificate Number	Par Value (if applicable)	Name of Transfer Agent (if any)
	Inc. / a Delaware corporation							
INDUS Corporation	INDUS ESS LLC / a Virginia limited liability company	Membership	1 Unit	1 Unit	1 Unit	1	N/A	N/A
INDUS Corporation	INDUS Secure Network Solutions, LLC / a Virginia limited liability company	Membership	1 Unit	1 Unit	1 Unit	1	N/A	N/A
INDUS Corporation	Secure Networx LLC / a Virginia limited liability company	Membership	1 Unit	1 Unit	1 Unit	1	N/A	N/A
Tetra Tech, Inc.	Integrated Justice Systems International, LLC / a Delaware limited liability company	Uncertificated Membership Unit	N/A	N/A	100%	Uncertificated	N/A	N/A
Tetra Tech, Inc.	MANAGEMENT SYSTEMS INTERNATIONAL, INC. / a District of Columbia corporation	Common	1,000	100	100	23	\$1.00	N/A
MANAGEMENT SYSTEMS INTERNATIONAL, INC.	Fundacion MSI Columbia, Columbia non-profit foundation*	Uncertificated Membership Unit	N/A	N/A	65%	Uncertificated	N/A	N/A
MANAGEMENT SYSTEMS INTERNATIONAL, INC.	GIE Management System International Mali, Mali Economic Group / uncapitalized joint venture*	Uncertificated Membership Unit	N/A	N/A	65%	Uncertificated	N/A	N/A
MANAGEMENT SYSTEMS INTERNATIONAL, INC.	KIFAYATE (SALAU), a Morocco limited liability company*	Uncertificated Membership Unit	N/A	N/A	65%	Uncertificated	N/A	N/A
MANAGEMENT SYSTEMS INTERNATIONAL,	Management Systems International Georgia, Georgia non-commercial	Uncertificated Membership Unit	N/A	N/A	65%	Uncertificated	N/A	N/A

Name of Pledgor	Name, Jurisdiction of Formation, and Type of Entity of Pledged Subsidiary	Class or Type of Pledged Interest	Total Amount of Class or Type of Pledged Interests Authorized	Total Amount of Class or Type Outstanding	Total Amount Pledged	Certificate Number	Par Value (if applicable)	Name of Transfer Agent (if any)
INC.	legal entity							
MANAGEMENT SYSTEMS INTERNATIONAL, INC.	Management Systems International Maroc S.A.R.L., Morocco limited liability company*	Uncertificated Membership Unit	N/A	N/A	65%	Uncertificated	N/A	N/A
MANAGEMENT SYSTEMS INTERNATIONAL, INC.	MSI Egypt LLC, Egypt limited liability company*	Uncertificated Membership Unit	N/A	N/A	65%	Uncertificated	N/A	N/A
MANAGEMENT SYSTEMS INTERNATIONAL, INC.	MSI for the Development of Competencies and Management Consultancy Ltd., Kurdistan limited liability company*	Uncertificated Membership Unit	N/A	N/A	65%	Uncertificated	N/A	N/A
MANAGEMENT SYSTEMS INTERNATIONAL, INC.	MSI Pakistan (Private) Limited, Pakistan private limited for profit corporation*	Common	100,000	50,000	32,500	1	10 PKR	N/A
MANAGEMENT SYSTEMS INTERNATIONAL, INC.	MSI Pakistan (Private) Limited, Pakistan private limited for profit corporation*	Common	100,000	50,000	32,500	2	10 PKR	N/A
Tetra Tech, Inc.	PRO-telligent, LLC / Delaware limited liability company	Membership Certificate	N/A	1 Unit	1 Unit	1	N/A	N/A
PRO-telligent, LLC	PRO-telligent Global, LLC / Virginia limited liability company	Uncertificated Membership Unit	N/A	N/A	100%	Uncertificated	N/A	N/A
PRO-telligent, LLC	PRT Liberia Incorporated*	Uncertificated Membership Unit	N/A	N/A	65%	Uncertificated	N/A	N/A
Tetra Tech, Inc.	Rooney Engineering, Inc. / a	Common	1,000,000	1,000	1,000	51	NPV	N/A

Name of Pledgor	Name, Jurisdiction of Formation, and Type of Entity of Pledged Subsidiary	Class or Type of Pledged Interest	Total Amount of Class or Type of Pledged Interests Authorized	Total Amount of Class or Type Outstanding	Total Amount Pledged	Certificate Number	Par Value (if applicable)	Name of Transfer Agent (if any)
	Colorado corporation							
Tetra Tech, Inc.	Tetra Tech Alaska, L.L.C./ an Alaska Limited Liability Company	Units	N/A	N/A	100%	Certificate of Interest	N/A	N/A
Tetra Tech, Inc.	Tetra Tech Australia Pty. Ltd. / an Australian corporation*	Ordinary	2	2	1.3	2	AUD \$1.00	N/A
Tetra Tech, Inc.	Tetra Tech BAS, Inc. / a California corporation fka Brian A. Stirrat & Associates	Common	100,000	1,000	1,000	50	NPV	N/A
Tetra Tech BAS, Inc.	Golden Spike Brownfields LLC	Uncertificated Membership Unit	N/A	N/A	100%	Uncertificated	N/A	N/A
Tetra Tech BAS, Inc.	Golden Spike Resources LLC	Uncertificated Membership Unit	N/A	N/A	100%	Uncertificated	N/A	N/A
Tetra Tech, Inc.	Tetra Tech Cape Canaveral, LLC / a Florida limited liability company	Uncertificated Membership Unit	N/A	N/A	100%	Uncertificated	N/A	N/A
Tetra Tech, Inc.	Tetra Tech CES LLC	Units	N/A	N/A	100%	Certificate of Interest	N/A	N/A
Tetra Tech, Inc.	Tetra Tech Coffey Holding LLC, a Delaware limited liability company	Units	1 Unit	1 Unit	1 Unit	1	N/A	N/A
Tetra Tech, Inc.	Tetra Tech Coffey Holding Pty Limited, an Australian proprietary limited company*	Ordinary Shares	Unlimited	239,996,840	155,997,946	8	NPV	N/A
Tetra Tech, Inc.	Tetra Tech Construction, Inc. / a New York corporation	Common	5,000	200	200	13	NPV	N/A
Tetra Tech	Tetra Tech Construction Craft Payroll LLC / a New York	Uncertificated Membership	N/A	N/A	100%	Uncertificated	N/A	N/A



Name of Pledgor	Name, Jurisdiction of Formation, and Type of Entity of Pledged Subsidiary	Class or Type of Pledged Interest	Total Amount of Class or Type of Pledged Interests Authorized	Total Amount of Class or Type Outstanding	Total Amount Pledged	Certificate Number	Par Value (if applicable)	Name of Transfer Agent (if any)
Construction, Inc.	limited liability company	Unit						
Tetra Tech Construction, Inc.	Tetra Tech Construction National Payroll LLC / a Delaware limited liability company	Uncertificated Membership Unit	N/A	N/A	100%	Uncertificated	N/A	N/A
Tetra Tech Construction, Inc.	Tetra Tech Construction Oil & Gas Payroll, LLC / a Delaware limited liability company	Uncertificated Membership Unit	N/A	N/A	100%	Uncertificated	N/A	N/A
Tetra Tech, Inc.	Tetra Tech EC, Inc. / a Delaware corporation	Common	1,000	1	1,000	2	\$0.01	N/A
Tetra Tech EC, Inc.	Mideast Construction LLC/ a Delaware limited liability company	Uncertificated Membership Unit	N/A	N/A	100%	Uncertificated	N/A	N/A
Tetra Tech EC, Inc.	Tetra Tech Contingency Constructors, LLC / a Delaware limited liability company	Uncertificated Membership Unit	N/A	N/A	100%	Uncertificated	N/A	N/A
Tetra Tech EC, Inc.	Tetra Tech Facilities Construction, LLC / a New Jersey limited liability company	Uncertificated Membership Unit	N/A	N/A	100%	Uncertificated	N/A	N/A
Tetra Tech EC, Inc.	Tetra Tech RAC Craft, LLC / a Delaware limited liability company	Uncertificated Membership Unit	N/A	N/A	100%	Uncertificated	N/A	N/A
Tetra Tech, Inc.	Tetra Tech EMC Inc. / a California corporation fka Engineering Management Concepts, Inc.	Common	240,000	1,000	1,000	32	NPV	N/A
Tetra Tech, Inc.	Tetra Tech ES, Inc. / a Delaware corporation	Common	1,000	1,000	1,000	2	\$0.01	N/A

Name of Pledgor	Name, Jurisdiction of Formation, and Type of Entity of Pledged Subsidiary	Class or Type of Pledged Interest	Total Amount of Class or Type of Pledged Interests Authorized	Total Amount of Class or Type Outstanding	Total Amount Pledged	Certificate Number	Par Value (if applicable)	Name of Transfer Agent (if any)
Tetra Tech ES, Inc.	Arlington Power Consulting Limited, a Nigera Limited Company*	Uncertificated Membership Unit	N/A	N/A	65%	Uncertificated	N/A	N/A
Tetra Tech ES, Inc.	Tetra Tech NZ Limited / a New Zealand limited company *	Common	100	100	65	Uncertificated	N/A	N/A
Tetra Tech ES, Inc.	Tetra Tech ES, Inc. S. deR. L. de C.V. / a Mexican limited liability company*	Uncertificated Membership	N/A	N/A	65%	Uncertificated	N/A	N/A
Tetra Tech ES, Inc., ARD, INC., and Tetra Tech, Inc.	Tetra Tech ES India Pvt. Ltd. / an Indian private limited company *	Uncertificated Membership Unit	1,249,960	1,249,960	812,474	Uncertificated	N/A	N/A
Tetra Tech, Inc.	Tetra Tech Executive Services, Inc. / a California corporation	Common	1,000	1,000	1,000	1	NPV	N/A
Tetra Tech, Inc.	Tetra Tech Expeditionary Operations, Inc. / a Delaware corporation	Common	100	100	100	1	\$0.01	N/A
Tetra Tech, Inc.	Tetra Tech Holding LLC / a Delaware limited liability company	Membership Certificate	212,376,330.392	212,376,330.392	1	1	N/A	N/A
Tetra Tech, Inc.	Tetra Tech Holding LLC / a Delaware limited liability company	Membership Certificate	212,376,330.392	212,376,330.392	77,000,000	2	N/A	N/A
Tetra Tech, Inc.	Tetra Tech Holding LLC / a Delaware limited liability company	Membership Certificate	212,376,330.392	212,376,330.392	2,000,000	3	N/A	N/A
Tetra Tech, Inc.	Tetra Tech Holding LLC / a Delaware limited liability company	Membership Certificate	212,376,330.392	212,376,330.392	13,000,000	4	N/A	N/A

<b>Name of Pledgor</b>	<b>Name, Jurisdiction of Formation, and Type of Entity of Pledged Subsidiary</b>	<b>Class or Type of Pledged Interest</b>	<b>Total Amount of Class or Type of Pledged Interests Authorized</b>	<b>Total Amount of Class or Type Outstanding</b>	<b>Total Amount Pledged</b>	<b>Certificate Number</b>	<b>Par Value (if applicable)</b>	<b>Name of Transfer Agent (if any)</b>
Tetra Tech, Inc.	Tetra Tech Holding LLC / a Delaware limited liability company	Membership Certificate	212,376,330.392	212,376,330.392	7,280,383	5	N/A	N/A
Tetra Tech, Inc.	Tetra Tech Holding LLC / a Delaware limited liability company	Membership Certificate	212,376,330.392	212,376,330.392	7,980,000	6	N/A	N/A
Tetra Tech, Inc.	Tetra Tech Holding LLC / a Delaware limited liability company	Membership Certificate	212,376,330.392	212,376,330.392	24,408,921	7	N/A	N/A
Tetra Tech, Inc.	Tetra Tech Holding LLC / a Delaware limited liability company	Membership Certificate	212,376,330.392	212,376,330.392	17,421,269	8	N/A	N/A
Tetra Tech, Inc.	Tetra Tech Holding LLC / a Delaware limited liability company	Membership Certificate	212,376,330.392	212,376,330.392	29,051,405	9	N/A	N/A
Tetra Tech, Inc.	Tetra Tech Holding LLC / a Delaware limited liability company	Membership Certificate	212,376,330.392	212,376,330.392	7,980,000	10	N/A	N/A
Tetra Tech, Inc.	Tetra Tech Holding LLC / a Delaware limited liability company	Membership Certificate	212,376,330.392	212,376,330.392	2,081,371.5899	11	N/A	N/A
Tetra Tech, Inc.	Tetra Tech Holding LLC / a Delaware limited liability company	Membership Certificate	212,376,330.392	212,376,330.392	7,980,000	12	N/A	N/A
Tetra Tech, Inc.	Tetra Tech Holding LLC / a Delaware limited liability company	Membership Certificate	212,376,330.392	212,376,330.392	4,106,489.90	13	N/A	N/A
Tetra Tech, Inc.	Tetra Tech Holding LLC / a Delaware limited liability company	Membership Certificate	212,376,330.392	212,376,330.392	7,980,000	14	N/A	N/A

Name of Pledgor	Name, Jurisdiction of Formation, and Type of Entity of Pledged Subsidiary	Class or Type of Pledged Interest	Total Amount of Class or Type of Pledged Interests Authorized	Total Amount of Class or Type Outstanding	Total Amount Pledged	Certificate Number	Par Value (if applicable)	Name of Transfer Agent (if any)
Tetra Tech, Inc.	Tetra Tech Holding LLC / a Delaware limited liability company	Membership Certificate	212,376,330.392	212,376,330.392	4,106,489.901	15	N/A	N/A
Tetra Tech Holding LLC	Tetra Tech Canada Holding Corporation / a Canadian Federal corporation*	Common	Unlimited	487,053,712.7869	316,584,913.3115	C-63	N/A	N/A
Tetra Tech, Inc.	Tetra Tech Holdings Pty Ltd., an Australian proprietary limited company	Ordinary	1	1	65%	1	A\$1	N/A
Tetra Tech, Inc.	Tetra Tech IC, Inc. an Alberta corporation*	Common	Unlimited	100	65	2	N/A	N/A
Tetra Tech, Inc.	Tetra Tech International S.A.C. En Liquidacion/ a closed Peruvian private corporation *	Uncertificated Membership Unit	1,000	1,000	650	Uncertificated	N/A	N/A
Tetra Tech, Inc.	Tetra Tech International, Inc. / a Delaware corporation	Common	1,000	1,000	1,000	1	\$0.00	N/A
Tetra Tech, Inc.	Tetra Tech MA, Inc. / a Delaware corporation	Common	100	100	100	2	\$0.01	N/A
Tetra Tech, Inc.	Tetra Tech New Martinsville, LLC / a Delaware limited liability company	Uncertificated Membership Unit	N/A	N/A	100%	Uncertificated	N/A	N/A
Tetra Tech, Inc.	Tetra Tech Technical Services, Inc. / a Delaware corporation	Common	1,000	1,000	1,000	1	\$1.00	N/A
Tetra Tech, Inc.	Tetra Tech Tesoro, Inc. / a Virginia corporation	Common	100,000	1,000	1,000	59	\$1.00	N/A
Tetra Tech, Inc.	Whalen & Company, Inc./ a Delaware corporation	Common	1,000	1,000	1,000	1	\$0.01	N/A

Name of Pledgor	Name, Jurisdiction of Formation, and Type of Entity of Pledged Subsidiary	Class or Type of Pledged Interest	Total Amount of Class or Type of Pledged Interests Authorized	Total Amount of Class or Type Outstanding	Total Amount Pledged	Certificate Number	Par Value (if applicable)	Name of Transfer Agent (if any)
Tetra Tech, Inc.	Whalen Service Corps Inc./ a Delaware corporation	Common	1,000	1,000	1,000	1	\$0.01	N/A
Tetra Tech, Inc.	Inversiones Tetra Tech Chile Holding Limitada / a Chilean limited liability partnership *	Uncertificated Membership Unit	N/A	N/A	65%	Uncertificated	N/A	N/A
Tetra Tech, Inc.	Tetra Tech do Brasil Participacoes Ltda. / Brazilian limited liability company *	Uncertificated Membership Unit	N/A	N/A	65%	Uncertificated	N/A	N/A
Tetra Tech, Inc., Tetra Tech Executive Services, Inc., Tetra Tech ES, Inc., Tetra Tech EC, Inc., ARDAMAN & ASSOCIATES, INC. and Cosentini Associates, Inc.	Tetra Tech India Limited / an Indian Limited company *	Uncertificated Membership Unit	N/A	N/A	65%	Uncertificated	N/A	N/A

\* - Foreign subsidiary - subject to Section 2 of the Second Amended and Restated Credit Agreement

\*\* - Insignificant or dormant subsidiary - to be provided post- closing.

## SCHEDULE II

### Pledgor Information

<b>Name and Address of Pledgor</b>	<b>Type of Person</b>	<b>Jurisdiction of Formation of Pledgor</b>	<b>Jurisdiction of Formation Identification Number</b>	<b>Address of Chief Executive Office</b>
Tetra Tech, Inc.	Corporation	Delaware	2151089	3475 East Foothill Boulevard, Pasadena, CA 91107
ADVANCED MANAGEMENT TECHNOLOGY, INC.	Corporation	Virginia	0312892-3	3475 East Foothill Boulevard, Pasadena, CA 91107
AMERICAN ENVIRONMENTAL GROUP, LTD.	Limited Liability Company	Ohio	1286263	3475 East Foothill Boulevard, Pasadena, CA 91107
ARD, INC.	Corporation	Vermont	0073891	3475 East Foothill Boulevard, Pasadena, CA 91107
ARDAMAN & ASSOCIATES, INC.	Corporation	Florida	L40551	3475 East Foothill Boulevard, Pasadena, CA 91107
Cosentini Associates, Inc.	Corporation	New York	117079	3475 East Foothill Boulevard, Pasadena, CA 91107
Glumac	Corporation	California	C1265075	3475 East Foothill Boulevard, Pasadena, CA 91107
INDUS Corporation	Corporation	Virginia	3791407	3475 East Foothill Boulevard, Pasadena, CA 91107
MANAGEMENT SYSTEMS INTERNATIONAL, INC.	Corporation	District of Columbia	812798	3475 East Foothill Boulevard, Pasadena, CA 91107
PRO-telligent, LLC	Limited Liability Company	Delaware	3155867	3475 East Foothill Boulevard, Pasadena, CA 91107
Rooney Engineering, Inc.	Corporation	Colorado	19871391560	3475 East Foothill Boulevard, Pasadena, CA 91107
Tetra Tech BAS, Inc.	Corporation	California	C1346576	3475 East Foothill Boulevard, Pasadena, CA 91107

<b>Name and Address of Pledgor</b>	<b>Type of Person</b>	<b>Jurisdiction of Formation of Pledgor</b>	<b>Jurisdiction of Formation Identification Number</b>	<b>Address of Chief Executive Office</b>
Tetra Tech Construction, Inc.	Corporation	New York	959182	3475 East Foothill Boulevard, Pasadena, CA 91107
Tetra Tech EC, Inc.	Corporation	Delaware	3623996	3475 East Foothill Boulevard, Pasadena, CA 91107
Tetra Tech ES, Inc.	Corporation	Delaware	2504608	3475 East Foothill Boulevard, Pasadena, CA 91107
Tetra Tech Executive Services, Inc.	Corporation	California	C2262650	3475 East Foothill Boulevard, Pasadena, CA 91107
Tetra Tech Holding LLC	Limited Liability Company	Delaware	4871509	3475 East Foothill Boulevard, Pasadena, CA 91107
Tetra Tech Tesoro, Inc.	Corporation	Virginia	0485717-3	3475 East Foothill Boulevard, Pasadena, CA 91107

## EXHIBIT A

### Form of Pledge Agreement Supplement

#### PLEDGE AGREEMENT SUPPLEMENT

THIS PLEDGE AGREEMENT SUPPLEMENT dated as of \_\_\_\_, 20\_\_ (this “Pledge Agreement Supplement”), is made by \_\_\_\_\_, a (the “Pledgor”), in favor of **BANK OF AMERICA, N.A.**, in its capacity as Administrative Agent (the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreements referenced below; all capitalized terms used but not defined herein shall have the meanings given to such terms in the Credit Agreements, as applicable).

#### RECITALS:

A. The Pledgor is party to that certain Third Amended and Restated Pledge Agreement dated as of September 23, 2022 (as in effect on the date hereof and as amended, restated, amended and restated, supplemented or otherwise modified from time to time after the date hereof, the “Pledge Agreement”), among Tetra Tech, Inc., a Delaware corporation (the “Company”), certain Subsidiaries of the Company party thereto and the Administrative Agent.

B. The Pledgor has acquired rights in the Pledged Interests listed on Annex A to this Supplement (the “Additional Interests”) and desires to pledge, and evidence its prior pledge, to the Administrative Agent for the benefit of the Secured Parties all of the Additional Interests in accordance with the terms of (i) the Second Amended and Restated Credit Agreement dated as of July 30, 2018 (as in effect on the date hereof and as amended, restated, amended and restated, supplemented or otherwise modified from time to time after the date hereof, the “Revolving and Term Loan Credit Agreement”) among the Company, certain Subsidiaries of the Company party thereto, each lender from time to time party thereto and the Administrative Agent, (ii) the Bridge Credit Agreement dated as of September 23, 2022 (as in effect on the date hereof and as amended, restated, amended and restated, supplemented or otherwise modified from time to time after the date hereof, the “Bridge Credit Agreement”) and together with the Revolving and Term Loan Credit Agreement, the “Credit Agreements”) among the Company, each lender from time to time party thereto and the Administrative Agent and (iii) the Pledge Agreement.

In order to induce the Secured Parties to from time to time make and maintain extensions of credit under (x) the Credit Agreements and (y) with respect to the Revolving and Term Loan Credit Agreement, the Secured Cash Management Agreements, Secured Hedge Agreements and Secured Permitted Bilateral Letters of Credit, the Pledgor hereby agrees as follows:

1. **Affirmations.** The Pledgor hereby reaffirms and acknowledges the pledge and collateral assignment to, and the grant of security interest in, the Additional Interests contained in the Pledge Agreement and pledges and collaterally assigns to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a first priority lien and security interest in, the Additional Interests and all of the following:

- (a) all money, securities, security entitlements and other investment property, dividends, rights, general intangibles and other property at any time and from time to time (x) declared or distributed in respect of or in exchange for or on conversion of any or all of



the Additional Interests or (y) by its or their terms exchangeable or exercisable for or convertible into any Additional Interest or other Pledged Interest;

(b) all other property of whatever character or description, including money, securities, security entitlements and other investment property, and general intangibles hereafter delivered to the Administrative Agent in substitution for or as an addition to any of the foregoing;

(c) all securities accounts to which may at any time be credited, any or all of the foregoing or any proceeds thereof and all certificates and instruments representing or evidencing any of the foregoing or any proceeds thereof; and

(d) all proceeds of any of the foregoing.

The Pledgor hereby acknowledges, agrees and confirms by its execution of this Pledge Agreement Supplement that the Additional Interests constitute “Pledged Interests” under and are subject to the Pledge Agreement, and the items of property referred to in clauses (a) through (d) above (the “Additional Collateral”) shall collectively constitute “Collateral” under and are subject to the Pledge Agreement. Each of the representations and warranties with respect to Pledged Interests and Collateral contained in the Pledge Agreement is hereby made by the Pledgor with respect to the Additional Interests and the Additional Collateral, respectively. The Pledgor further represents and warrants that Annex A attached to this Pledge Agreement Supplement contains a true, correct and complete description of the Additional Interests, and that all other documents required to be furnished to the Administrative Agent pursuant to Section 3(c) of the Pledge Agreement in connection with the Additional Collateral have been delivered or are being delivered simultaneously herewith to the Administrative Agent. The Pledgor further acknowledges that Schedule I to the Pledge Agreement shall be deemed, as to it, to be supplemented as of the date hereof to include the Additional Interests as described on Annex A to this Pledge Agreement Supplement.

The Pledgor irrevocably waives notice of acceptance of this Pledge Agreement Supplement and acknowledges that the Secured Obligations are and shall be deemed to be incurred, and credit extensions under (x) the Loan Documents and (y) with respect to the Revolving and Term Loan Credit Agreement, the Secured Cash Management Agreements, Secured Hedge Agreements and Secured Permitted Bilateral Letters of Credit, in each case, made and maintained, in reliance on this Pledge Agreement Supplement.

**2. Counterparts.** This Pledge Agreement Supplement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Pledge Agreement Supplement to produce or account for more than one such counterpart executed by the Pledgor. Without limiting the foregoing provisions of this Section 2, the provisions of Section 10.10 of each Credit Agreement shall be applicable to this Pledge Agreement Supplement.

**3. Governing Law; Jurisdiction; Waiver of Jury Trial; Etc.** The provisions of Sections 26 and 27 of the Pledge Agreement are hereby incorporated by reference as if fully set forth herein.

*[Signature page follows.]*

**IN WITNESS WHEREOF**, the Pledgor has caused this Pledge Agreement Supplement to be duly executed by its authorized officer as of the day and year first above written.

**PLEDGOR:**

[\_\_\_\_\_]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ANNEX A**  
**(to Pledge Agreement Supplement of \_\_\_\_\_ dated \_\_\_\_\_)**

**Additional Interests**

Name of Pledgor	Name, Jurisdiction of Formation and Type of Entity of Pledged Subsidiary	Class or Type of Pledged Interest	Total Amount of Class or Type of Pledged Interests Authorized	Total Amount of Class or Type Outstanding	Total Amount Pledged	Certificate Number (if applicable)	Par Value (if applicable)	Name of Transfer Agent (if any)

## EXHIBIT B

### Form of Pledge Joinder Agreement

#### PLEDGE JOINDER AGREEMENT

**THIS PLEDGE JOINDER AGREEMENT** dated as of \_\_, 20 (this “Pledge Joinder Agreement”), is made by \_\_, a (the “Joining Pledgor”), in favor of **BANK OF AMERICA, N.A.**, in its capacity as Administrative Agent (the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreements referenced below; all capitalized terms used but not defined herein shall have the meanings given to such terms in the Credit Agreements, as applicable).

#### RECITALS:

A. Tetra Tech, Inc., a Delaware corporation (the “Company”), certain Subsidiaries of the Company party thereto and the Administrative Agent are party to the Third Amended and Restated Pledge Agreement dated as of September 23, 2022 (as in effect on the date hereof and as amended, restated, amended and restated, supplemented or otherwise modified from time to time after the date hereof, the “Pledge Agreement”).

B. The Joining Pledgor is a Subsidiary of the Company and is required by the terms of (i) the Second Amended and Restated Credit Agreement dated as of July 30, 2018 (as in effect on the date hereof and as amended, restated, amended and restated, supplemented or otherwise modified from time to time after the date hereof, the “Revolving and Term Loan Credit Agreement”) among the Company, certain Subsidiaries of the Company, each lender from time to time party thereto and the Administrative Agent and (ii) the Bridge Credit Agreement dated as of September 23, 2022 (as in effect on the date hereof and as amended, restated, amended and restated, supplemented or otherwise modified from time to time after the date hereof, the “Bridge Credit Agreement”) and together with the Revolving and Term Loan Credit Agreement, the “Credit Agreements”) among the Company, each lender from time to time party thereto and the Administrative Agent, in each case, to become a Subsidiary Guarantor and be joined as a party to the Pledge Agreement as a Pledgor (as defined in the Pledge Agreement).

C. The Joining Pledgor will materially benefit directly and indirectly from the making and maintenance of the extensions of credit made from time to time under (x) the Credit Agreements and (y) with respect to the Revolving and Term Loan Credit Agreement, the Secured Cash Management Agreements, Secured Hedge Agreements and Secured Permitted Bilateral Letters of Credit.

In order to induce the Secured Parties to from time to time make and maintain extensions of credit under (x) the Credit Agreements and (y) with respect to the Revolving and Term Loan Credit Agreement, the Secured Cash Management Agreements, Secured Hedge Agreements and Secured Permitted Bilateral Letters of Credit, the Joining Pledgor hereby agrees as follows:

**1. Joinder.** The Joining Pledgor hereby irrevocably, absolutely and unconditionally becomes a party to the Pledge Agreement as a Pledgor and bound by all the terms, conditions, obligations, liabilities and undertakings of each Pledgor or to which each Pledgor is subject thereunder, including without limitation the grant pursuant to Section 2 of the Pledge Agreement of a security interest to the Administrative Agent for the benefit of the Secured Parties in, and collateral assignment and pledge to the Administrative Agent of, the Pledged Interests (as defined

in the Pledge Agreement) and other property constituting Collateral (as defined in the Pledge Agreement) of such Pledgor or in which such Pledgor has or may have or acquire an interest or the power to transfer rights therein, whether now owned or existing or hereafter created, acquired or arising and wheresoever located, as security for the payment and performance of the Secured Obligations (as defined in the Pledge Agreement), all with the same force and effect as if the Joining Pledgor were a signatory to the Pledge Agreement.

2. **Affirmations.** The Joining Pledgor hereby acknowledges and affirms as of the date hereof with respect to itself, its properties and its affairs each of the waivers, representations, warranties, acknowledgements and certifications applicable to any Pledgor contained in the Pledge Agreement.

3. **Supplemental Schedules.** Attached to this Pledge Joinder Agreement are duly completed schedules (the "Supplemental Schedules") supplementing as thereon indicated the respective Schedules to the Pledge Agreement. The Joining Pledgor represents and warrants that the information contained on each of the Supplemental Schedules with respect to the Joining Pledgor and its properties and affairs is true, complete and accurate as of the date hereof.

4. **Severability.** If any provision of this Pledge Joinder Agreement is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Pledge Joinder Agreement shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

5. **Counterparts.** This Pledge Joinder Agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Pledge Joinder Agreement to produce or account for more than one such counterpart executed by the Joining Pledgor. Without limiting the foregoing provisions of this Section 5, the provisions of Section 10.10 of each Credit Agreement shall be applicable to this Pledge Joinder Agreement.

6. **Delivery.** The Joining Pledgor hereby irrevocably waives notice of acceptance of this Pledge Joinder Agreement and acknowledges that the Secured Obligations are and shall be deemed to be incurred, and credit extensions under (x) the Loan Documents and (y) with respect to the Revolving and Term Loan Credit Agreement, the Secured Cash Management Agreements, Secured Hedge Agreements and Secured Permitted Bilateral Letters of Credit, in each case, made and maintained, in reliance on this Pledge Joinder Agreement and the Pledgor's joinder as a party to the Pledge Agreement as herein provided.

7. **Governing Law; Jurisdiction; Waiver of Jury Trial; Etc.** The provisions of Sections 26 and 27 of the Pledge Agreement are hereby incorporated by reference as if fully set forth herein.

*[Signature page follows.]*

**IN WITNESS WHEREOF**, the Joining Pledgor has duly executed and delivered this Pledge Joinder Agreement as of the day and year first written above.

**JOINING PLEDGOR:**

[\_\_\_\_\_]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SUPPLEMENTAL  
SCHEDULE I**

Name of Pledgor	Name, Jurisdiction of Formation and Type of Entity of Pledged Subsidiary	Class or Type of Pledged Interest	Total Amount of Class or Type of Pledged Interests Authorized	Total Amount of Class or Type Outstanding	Total Amount Pledged	Certificate Number (if applicable)	Par Value (if applicable)	Name of Transfer Agent (if any)

Delivered pursuant to Pledge Joinder Agreement of \_\_\_\_\_.  
 Applicable Date: \_\_\_\_\_, 20\_\_

**SUPPLEMENTAL  
SCHEDULE II**

<b>Name of Address of Pledgor</b>	<b>Type of Person</b>	<b>Jurisdiction of Formation of Pledgor</b>	<b>Jurisdiction of Formation Identification Number</b>	<b>Address of Chief Executive Office</b>

Delivered pursuant to Pledge Joinder Agreement of \_\_\_\_\_.  
Applicable Date: \_\_\_\_\_, 20\_\_