

MUTUAL RELEASE

Reference is hereby made to the termination of the Fixed Price Design and Construction Environmental Assurance Agreement, dated December 31, 2007, as amended, and the Fixed Price Operation and Maintenance Environmental Assurance Agreement dated December 31, 2007, as amended (together, the “**Remediation Agreements**”), which termination was set forth in that certain Termination and Release Agreement, dated November 10, 2016 by and between Tetra Tech, Inc. and the Carson Reclamation Authority (the “**Termination and Release Agreement**”). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Termination and Release Agreement.

Except to the extent that the Parties’ obligations expressly survive Termination pursuant to Section 6.4, Section 8, Section 9, and Section 12 of the Termination and Release Agreement, in consideration of the Parties’ execution of the Termination and Release Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Tetra Tech, Inc., for itself and its respective parents, subsidiaries, affiliates, divisions, officers, directors, employees, agents, successors and assigns (“**Tetra Tech**”) and the Carson Reclamation Authority and the City of Carson, for themselves and each of their respective parents, subsidiaries, affiliates, divisions, agencies, officers, directors, employees, agents, successors and assigns (collectively, “**CRA**”) agree to and hereby do release, acquit and forever discharge each other of and from any and all manner of action or actions, suits, claims, damages, judgments, levies and executions, whether known or unknown, liquidated or unliquidated, fixed or contingent, direct or indirect, that CRA or Tetra Tech ever had, has, or ever can, shall, or may have or claim to have against the other party for any damages or losses of any nature whatsoever relating to or arising out of the Remediation Agreements.

Notwithstanding the foregoing or anything to the contrary contained herein, Tetra Tech shall remain liable to CRA for claims made against CRA resulting from or arising out of Tetra Tech’s errors and omissions and all other professional liability claims arising out of work performed by Tetra Tech under the Remediation Agreements; provided, however, (A) Tetra Tech’s liability hereunder shall be capped at and shall not exceed \$2,500,000 in the aggregate; (B) Tetra Tech’s liability hereunder shall be excess of the Ace CPL Policy, the New CPL Policy, the Predevelopment PLL Policy, the Renewal Predevelopment PLL Policy, the Development PLL Policy and the Renewal Development PLL Policy, as and to the extent such policies provide coverage for any such claims, including without limitation, defense costs or loss (the “**Tetra Tech Retained Liability**”)

This Mutual Release may be executed in counterparts, each of which shall be deemed an original. A facsimile or Portable Document Format (PDF) copy of a signature to this Mutual Release shall be deemed to have the same force and effect as an original signature.

This Mutual Release shall, in each and every respect, be construed in accordance with and governed by the laws of the State of California, without regard to the conflict of laws principles thereof.

This Mutual Release and the Termination and Release Agreement contain the entire agreement between the parties hereto, and the terms of this Mutual Release are contractual and not a mere

recital. The undersigned has carefully read this Mutual Release, fully understands it, and signs this as the free and voluntary act of the undersigned.

IN WITNESS WHEREOF, Tetra Tech, and CRA have executed this Mutual Release as of this ____ day of _____, 2016.

CARSON RECLAMATION AUTHORITY

By: _____

Name: _____

Title: _____

Dated: _____

TETRA TECH, INC.

By: _____

Name: _____

Title: _____

Dated: _____

CITY OF CARSON JOINDER

The City of Carson hereby joins in this Mutual Release to consent to, join in and affirm the terms of the Mutual Release.

CITY OF CARSON

By: _____

Name: _____

Title: _____

Dated: _____