

Dated: \_\_\_\_\_

**JOHN WOOD GROUP PLC**  
(the Parent Company)

**JOHN WOOD GROUP HOLDINGS LIMITED**  
(JWGHL)

**THE PERSONS LISTED IN PART D OF SCHEDULE 1**  
(the RCF Creditors)

**THE PERSONS LISTED IN PART E OF SCHEDULE 1**  
(the Term Loan Creditors)

**THE PERSONS LISTED IN PART F OF SCHEDULE 1**  
(the NPA Creditors)

**THE PERSONS LISTED IN PART G OF SCHEDULE 1**  
(the EGF Participants)

**THE PERSONS LISTED IN PART H OF SCHEDULE 1**  
(the NTL Participants)

**THE PERSONS LISTED IN PART I OF SCHEDULE 1**  
(the IF Participants)

**[REDACTED]**

**[REDACTED]**

(the PNG Creditor)

**AND**

**CERTAIN OTHER PARTIES LISTED HEREIN**

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**A&E IMPLEMENTATION DEED**

in respect of the amendment and extension  
of certain financing arrangements of John Wood Group plc  
and certain of its subsidiaries

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Slaughter and May  
One Bunhill Row  
London EC1Y 8YY

**[Notes to Draft:**

- (1) Document to be updated to reflect any updates required to incorporate the Escrow Agreement and related arrangement for the Sidara Funding and Tranche B Funding – to be agreed between the Company, Sidara and the NTL Participants.**
- (2) Document to be updated to reflect that some security documents need to be notarized/ timing of delivery of legal opinions and general CPs / A&E Effective Date conditionality.**
- (3) Formatting and cross referencing to be updated.]**



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**THIS DEED** is made on \_\_\_\_\_

**BETWEEN:**

- (1) **JOHN WOOD GROUP PLC**, a company incorporated under the laws of Scotland with limited liability (registered number SC036219) with its registered office address at Sir Ian Wood House Hareness Road, Altens Industrial Estate, Aberdeen, Scotland, AB12 3LE (the "**Parent Company**");
- (2) **JOHN WOOD GROUP HOLDINGS LIMITED**, a company incorporated under the laws of Scotland with limited liability (registered number SC642609) with its registered office address at Sir Ian Wood House Hareness Road, Altens Industrial Estate, Aberdeen, Scotland, AB12 3LE ("**JWGHL**");
- (3) **THE EXISTING OBLIGORS** whose names are set out in Part A of Schedule 1 (*Parties*) (each an "**Existing Obligor**");
- (4) **THE NEW OBLIGORS** whose names are set out in Part B of Schedule 1 (*Parties*) (each a "**New Obligor**");
- (5) **WOOD GROUP PNG LIMITED**, a company incorporated under the laws of Papua New Guinea with limited liability (registered number 1-112674) with its registered office address at PO Box 1042, Port Moresby, National Capital District, Papua New Guinea (the "**PNG Loan Counterparty**");
- (6) **JOHN WOOD GROUP FINANCE LIMITED** a company incorporated under the laws of England and Wales with limited liability (registered number 16626069) with its registered office address at Booths Park Chelford Road, Knutsford, Cheshire, United Kingdom, WA16 8QZ (the "**IF/NTL SPV**");
- (7) **JOHN WOOD GROUP FUNDING LIMITED**, a company incorporated under the laws of England and Wales with limited liability (registered number 16625068) with its registered office address at Booths Park Chelford Road, Knutsford, Cheshire, United Kingdom, WA16 8QZ (the "**Disposals SPV**");
- (8) **THE SECURITY PROVIDERS** whose names are set out in Schedule 1 Part C of Schedule 1 (*Parties*) (each a "**Security Provider**");
- (9) **THE RCF CREDITORS** in their capacity as lenders under the RCF whose names are set out in Part D of Schedule 1 (*Parties*) (each an "**RCF Creditor**");
- (10) **THE TERM LOAN CREDITORS** in their capacity as lenders under the Term Loan whose names are set out in Part E of Schedule 1 (*Parties*) (each a "**Term Loan Creditor**");
- (11) **THE NPA CREDITORS** in their capacity as purchasers under the 2014 NPA, the 2018 NPA and the 2019 NPA (as applicable) whose names are set out in Part F of Schedule 1 (*Parties*) (each an "**NPA Creditor**");

- (12) **THE EGF PARTICIPANTS** whose names are set out in Part G of Schedule 1 (*Parties*) (each an "EGF Participant");
- (13) **THE NTL PARTICIPANTS** whose names are set out in Part H of Schedule 1 (*Parties*) (each an "NTL Participant");
- (14) **THE IF PARTICIPANTS** whose names are set out in Part I of Schedule 1 (*Parties*) (each an "IF Participant");
- (15) [REDACTED] as lender under the [REDACTED] Facility [REDACTED]
- (16) [REDACTED]  
[REDACTED]  
[REDACTED] (the "PNG Creditor");
- (17) [REDACTED] as facility agent under the Interim Facility (in this capacity, the "IF Agent"), the RCF (in this capacity, the "RCF Agent"), the Term Loan (in this capacity, the "Term Loan Agent"), the Existing Guarantee Facility (in this capacity, the "EGF Agent") and under the NTL (in this capacity, the "NTL Agent"); and
- (18) **GLAS TRUST CORPORATION LIMITED**, as security agent and trustee for the Secured Parties under, and as defined in, the Interim Facility (in this capacity, the "IF Security Agent") and as security agent and trustee for the Secured Parties under, and as defined in, the Intercreditor Agreement (as defined below) (in this capacity, the "Security Agent"),

(together, the "Parties", and each, a "Party").

#### WHEREAS:

- (A) The Group has been in negotiations with the Existing Creditors with the objective of reaching an agreement to amend and extend the Existing Debt Documents on the terms set out in the Amended and Restated Finance Documents [and (with respect to the Core Debt Documents only) implemented pursuant to, and in accordance with, the Scheme]<sup>1</sup>.
- (B) On or around the 2.7 Offer Date, the Parent Company and certain members of the Group entered into the Interim Facility and granted security to the IF Participants on the terms set out in the Interim Security Documents.
- (C) Furthermore, the Group has been in negotiations with the New Creditors with the objective of reaching an agreement on the terms of the New Finance Documents, in accordance with and as set out in the relevant New Finance Documents.

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<sup>1</sup> To be removed prior to execution if the Scheme is not required.

- (D) [The A&E Transaction, as it relates to the claims of the Scheme Creditors, was approved pursuant to the Scheme proposed by JWGHL. The Scheme was sanctioned by the Court on [●] 2025.]
- (D) This Deed [gives effect to the terms of the Scheme and] sets out the steps pursuant to which the A&E Transaction (as it concerns the Parties) is to be implemented and the actions and other steps required to be taken in relation to such implementation.

## THIS DEED WITNESSES AS FOLLOWS:

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 In this Deed:

**"2.7 Offer Date"** means the date of the Rule 2.7 Announcement;

**"2014 Notes"** means the "Notes" outstanding under (and as defined in) the 2014 NPA;

**"2014 NPA"** means the note purchase agreement entered into by the Parent Company and the Purchasers (as defined therein) originally dated 13 August 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time);

**"2014 NPA Creditors"** means the holders of the 2014 Notes;

**"2018 Notes"** means the "Notes" outstanding under (and as defined in) the 2018 NPA;

**"2018 NPA"** means the note purchase agreement entered into by the Parent Company and the Purchasers (as defined therein) originally dated 10 December 2018 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time);

**"2018 NPA Creditors"** means the holders of the 2018 Notes;

**"2019 Notes"** means the "Notes" outstanding under (and as defined in) the 2019 NPA;

**"2019 NPA"** means the note purchase agreement entered into by the Parent Company and the Purchasers (as defined therein) originally dated 24 June 2019 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time);

**"2019 NPA Creditors"** means the holders of the 2019 Notes;

**"A&E 2014 NPA Amendment Agreement"** means the amendment and restatement agreement amending and restating the 2014 NPA and the 2014 Notes in the form set out in Schedule 9 (*A&E 2014 NPA Amendment Agreement*);

**"A&E 2018 NPA Amendment Agreement"** means the amendment and restatement agreement amending and restating the 2018 NPA and the 2018 Notes in the form set out in Schedule 10 (*A&E 2018 NPA Amendment Agreement*);

**"A&E 2019 NPA Amendment Agreement"** means the amendment and restatement agreement amending and restating the 2019 NPA and the 2019 Notes in the form set out in Schedule 11 (*A&E 2019 NPA Amendment Agreement*);

**"A&E Consent Documents"** means:

- (A) the Lock-up Agreements;
- (B) the bilateral consent letters entered into on or prior to the 2.7 Offer Date, in each case, between (among others) the Parent Company and each relevant surety counterparty;
- (C) the bilateral consent letter entered into on or prior to the 2.7 Offer Date between the Parent Company and [REDACTED] as an ISDA counterparties; and
- (D) the bilateral consent letter entered into on or prior to the 2.7 Offer Date between the Parent Company and [REDACTED];

**"A&E Deed of Guarantee"** means the English law governed deed of guarantee to be entered into between, among others, the Parent Company and the Obligors named therein as guarantors and the Security Agent;

**"A&E Effective Date"** means the date on which the A&E Transaction becomes effective in accordance with Clause 8.1 (*A&E Effective Date*);

**"A&E Effective Date Security Documents"** means each security document listed Part I of Schedule 2 (*Condition Precedent Documents*) **"A&E [REDACTED] Facility Amendment Agreement"** means the amendment and restatement agreement amending and restating the [REDACTED] Facility in the form set out in Schedule 13 (*A&E [REDACTED] Facility Amendment Agreement*);

**"A&E Implementation Documents"** means:

- (A) the Amendment Agreements;
- (B) the New Finance Documents (other than the Conditions Subsequent Security Documents);
- (C) the Global Deed of Release;
- (D) the Escrow Agreement; and
- (E) any other ancillary document contemplated by this Deed or otherwise necessary in order to implement the A&E Transaction;

**"A&E PNG Loan Amendment Agreement"** means the amendment and restatement agreement amending and restating the PNG Loan in the form set out in Schedule 12 (*A&E PNG Loan Amendment Agreement*);

**"A&E RCF Amendment Agreement"** means the amendment and restatement agreement amending and restating the RCF in the form set out in Schedule 7 (*A&E RCF Amendment Agreement*);

**"A&E Security Documents"** means each A&E Effective Date Security Document and each Conditions Subsequent Security Document;

**"A&E Term Loan Amendment Agreement"** means the amendment and restatement agreement amending and restating the Term Loan in the form set out in Schedule 8 (*A&E Term Loan Amendment Agreement*);

**"A&E Transaction"** means (i) the amendment and extension of the Existing Debt Documents contemplated by this Deed (including the amendment and extension of the Core Debt Documents in accordance with [the Scheme and] this Deed) and on the terms set out in the Amended and Restated Finance Documents; and (ii) the entry into the New Finance Documents as contemplated by this Deed;

**"A&E Trigger Event"** means the occurrence of either a Plan A Trigger Event or a Plan B Trigger Event;

**"A&E Trigger Event Notice"** means the notice to be given pursuant to Clause 6.1 (*Post A&E Trigger Event Updates and Calculations*) substantially in the form set out in Schedule 5 (*A&E Trigger Event Notice*);

**"Acquisition"** means the proposed acquisition by Sidara of the entire issued and to be issued share capital of the Parent Company on the terms set out in the Rule 2.7 Announcement (or on such other terms as may be announced by Sidara in accordance with the Takeover Code);

**"Administrative Parties"** means:

- (A) the IF Agent;
- (B) the IF Security Agent;
- (C) the RCF Agent;
- (D) the Term Loan Agent;
- (E) the EGF Agent;
- (F) the NTL Agent; and
- (G) the Security Agent,

and **"Administrative Party"** means any one of them;

**"Advisers"** means the Company Legal Adviser, the Company Financial Adviser, the Creditor Legal Advisers and the Creditor Financial Advisers;

**"Affiliate"** has the meaning given to that term in the Amended and Restated RCF;

**"Amended and Restated 2014 NPA"** means the 2014 NPA as amended and restated [as a consequence of the Scheme and] pursuant to the A&E 2014 NPA Amendment Agreement in accordance with this Deed;

**"Amended and Restated 2014 Notes"** means the 2014 Notes as amended [as a consequence of the Scheme and] pursuant to the A&E 2014 NPA Amendment Agreement (reflecting participations under Series C1 and Series C2), in accordance with this Deed;

**"Amended and Restated 2018 NPA"** means the 2018 NPA as amended and restated [as a consequence of the Scheme and] pursuant to the A&E 2018 NPA Amendment Agreement in accordance with this Deed;

**"Amended and Restated 2018 Notes"** means the 2018 Notes as amended [as a consequence of the Scheme and] pursuant to the A&E 2018 NPA Amendment Agreement (reflecting participations under Series A1, Series A2, Series B1 and Series B2), in accordance with this Deed; and

**"Amended and Restated 2019 NPA"** means the 2019 NPA as amended and restated [as a consequence of the Scheme and] pursuant to the A&E 2019 NPA Amendment Agreement in accordance with this Deed;

**"Amended and Restated 2019 Notes"** means the 2019 Notes as amended [as a consequence of the Scheme and] pursuant to the A&E 2019 NPA Amendment Agreement (reflecting participations under Series B, C, D, E and H), in accordance with this Deed;

**"Amended and Restated Core Debt Documents"** means the Core Debt Documents as amended and restated pursuant to the relevant Amendment Agreement and in accordance with this Deed, being:

- (A) the Amended and Restated RCF;
- (B) the Amended and Restated Term Loan;
- (C) the Amended and Restated NPAs; and
- (D) the Amended and Restated Notes;

**"Amended and Restated [REDACTED] Facility"** means the [REDACTED] Facility as amended and restated pursuant to the A&E [REDACTED] Facility Amendment Agreement in accordance with this Deed;

**"Amended and Restated Finance Documents"** means the Existing Debt Documents as amended and restated pursuant to the relevant Amendment Agreement and in accordance with this Deed, being:

- (A) the Amended and Restated RCF;

- (B) the Amended and Restated Term Loan;
- (C) the Amended and Restated NPAs;
- (D) the Amended and Restated Notes;
- (E) the Amended and Restated [REDACTED] Facility; and
- (F) the Amended and Restated PNG Loan;

**"Amended and Restated Notes"** means:

- (A) the Amended and Restated 2014 Notes;
- (B) the Amended and Restated 2018 Notes; and
- (C) the Amended and Restated 2019 Notes;

**"Amended and Restated NPAs"** means:

- (A) the Amended and Restated 2014 NPA;
- (B) the Amended and Restated 2018 NPA; and
- (C) the Amended and Restated 2019 NPA;

**"Amended and Restated PNG Loan"** means the PNG Loan as amended and restated pursuant to the A&E PNG Loan Agreement Amendment Agreement in accordance with this Deed;

**"Amended and Restated RCF"** means the RCF as amended and restated [as a consequence of the Scheme and] pursuant to the A&E RCF Amendment Agreement in accordance with this Deed;

**"Amended and Restated Term Loan"** means the Term Loan as amended and restated [as a consequence of the Scheme and] pursuant to the A&E Term Loan Amendment Agreement in accordance with this Deed;

**"Amendment Agreement"** means each of:

- (A) the A&E 2014 NPA Amendment Agreement;
- (B) the A&E 2018 NPA Amendment Agreement;
- (C) the A&E 2019 NPA Amendment Agreement;
- (D) the A&E [REDACTED] Facility Amendment Agreement;

(E) the A&E PNG Loan Amendment Agreement;

(F) the A&E RCF Amendment Agreement; and

(G) the A&E Term Loan Amendment Agreement;

**"Appeal"** means any appeal in respect of the Scheme: (a) made by way of reclaiming motion from the Outer House of the Court to the Inner House of the Court or (b) from the Inner House of the Court to the Supreme Court of the United Kingdom (as applicable);

**"April Waiver Letters"** means the precautionary waiver letters dated 30 April 2025 relating to each Core Debt Document;

**"Authorisation"** means an authorisation, consent, approval, waiver, resolution, licence, exemption, filing, notarisation or registration;

**"Bank Financial Adviser"** means FTI Consulting LLP;

**"Bank Legal Adviser"** means Linklaters LLP;

**"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in London, Edinburgh and New York, and, in relation to any date for payment or purchase of a currency, the principal financial centre of the country of that currency;

**"Company Legal Adviser"** means Slaughter and May;

**"Company Financial Adviser"** means N. M. Rothschild & Sons Limited;

**"Completion Date"** means the date of completion of the Acquisition;

**"Conditions Precedent Documents"** means the documents and evidence listed in Schedule 2 (*Conditions Precedent Documents*);

**"Conditions Subsequent Document"** means each Conditions Subsequent Security Document and each other document to be completed, complied with and/or delivered pursuant to Clause 9 (*Conditions Subsequent*);

**"Conditions Subsequent Security Documents"** means each security document set out in Part II of Schedule 2 (*Condition Precedent Documents*);

**"Core Debt Commitments"** means the commitments or holdings (as applicable) under each relevant Core Debt Document and, in respect of each RCF Creditor, each Term Loan Creditor and each NPA Creditor, its aggregate commitments or holdings (as applicable) under the Core Debt Documents;

**"Core Debt Documents"** means the RCF, the Term Loan, the NPAs and the Notes;

**"Court"** means the Outer House of the Court of Session in Scotland;

**"CP Satisfaction Notice"** means the notice required to be delivered pursuant to Clause 7.7 (*Execution and Delivery of the A&E Implementation Documents, Delivery of Conditions Precedent Documents*) substantially in the form set out in Schedule 6 (*CP Satisfaction Notice*);

**"Creditor"** means each Existing Creditor and each New Creditor;

**"Creditor Advisers"** means the Creditor Legal Advisers and the Creditor Financial Advisers;

**"Creditor Legal Advisers"** means each of the following legal advisers:

- (A) in respect of the RCF Creditors and the Term Loan Creditors, the Bank Legal Adviser;
- (B) in respect of the NPA Creditors, the USPP Legal Adviser;
- (C) in respect of the EGF Participants, the Bank Legal Adviser;
- (D) in respect of the NTL Participants that are also RCF Creditors and/or Term Loan Creditors, the Bank Legal Adviser; and
- (E) in respect of the NTL Participants that are also NPA Creditors, the USPP Legal Adviser;

**"Creditor Financial Advisers"** means each of the following financial advisers:

- (A) in respect of the RCF Creditors and the Term Loan Creditors, the Bank Financial Adviser;
- (B) in respect of the NPA Creditors, the USPP Financial Adviser;
- (C) in respect of the EGF Participants, the Bank Financial Adviser;
- (D) in respect of the NTL Participants that are also RCF Creditors and/or Term Loan Creditors, the Bank Financial Adviser; and
- (E) in respect of the NTL Participants that are also NPA Creditors, the USPP Financial Adviser;

**"Creditor Website"** means <https://deals.is.kroll.com/wood> a website set up on behalf of the Parent Company and JWGH for the purpose of serving notices to Scheme Creditors pursuant to Clause 19 (*Notices*);

**"Designated A&E Effective Date"** has the meaning given to it in Clause 7.12 (*Execution and Delivery of the A&E Implementation Documents, Delivery of Conditions Precedent Documents*).

**"Effective Date"** has the meaning given to it in Clause 5.1 (*Effective Date*);

**"EGF Agent's Spot Rate of Exchange"** has the meaning given to it in the Existing Guarantee Facility;

**"Effective Date Notice"** has the meaning given to it in Clause 5.2 (*Effective Date*);

**"Elevated Amount"** has the meaning given to it in Schedule 4 (*Elevation*);

**"Elevated Amount Allocated Portion"** has the meaning given to it in Schedule 4 (*Elevation*);

**"Elevation Table"** means the table set out in Schedule 4 (*Elevation*);

**"Escrow Account"** means [●]

**"Escrow Agreement"** means [●]

**"Escrow Agent"** means [●]

**"Existing Bank Guarantees (EGF)"** has the meaning given to the term "Existing Bank Guarantees" under the Existing Guarantee Facility;

**"Existing Creditors"** means the RCF Creditors, the Term Loan Creditors, the NPA Creditors, [REDACTED] and the PNG Creditor;

**"Existing Debt Document"** means each of:

- (A) the RCF Finance Documents;
- (B) the Term Loan Finance Documents;
- (C) the USPP Finance Documents;
- (D) the [REDACTED] Facility; and
- (E) the PNG Loan;

**"Existing Guarantee Facility"** means the committed guarantee facility agreement to be entered into between the Parent Company, the Obligors, the EGF Agent and the EGF Participants in the form set out in Schedule 14 (*Existing Guarantee Facility*);

**"[REDACTED] Facility"** means the facility agreement originally dated 12 February 2009 and entered into between, among others, the Parent Company and [REDACTED];

**"Finance Parties"** means the Existing Creditors, the New Creditors and the Administrative Parties, and "Finance Party" means any one of them;

**"General Meeting"** has the meaning given to that term in the Rule 2.7 Announcement;

**"Global Deed of Release"** means the global deed of release (or deeds of release, if more than one document is required as a result of requirements under applicable law) to be entered into between, among others, the Parent Company, the IF/NTL SPV, the IF Agent and the IF Security Agent releasing the security and guarantees granted under the Interim Security Documents and the Interim Deed of Guarantee;

**"Group"** means the Parent Company and its Subsidiaries;

**"IF Amount"** has the meaning given to that term in Schedule 3 (*NTL Funded Participant Amounts*);

**"IF Commitment"** means, in respect of each IF Participant, the aggregate amount of its commitments under the Interim Facility;

**"IF Funded Repayment Amount"** has meaning given to that term in Schedule 3 (*NTL Funded Participant Amounts*);

**"Instrument"** has the meaning given to it in Schedule 4 (*Elevation*);

**"Intercreditor Agreement"** means the intercreditor agreement between, amongst others, the Existing Creditors, the EGF Participants, the NTL Participants, [REDACTED] and the PNG Creditor in the form set out in Schedule 16 (*Intercreditor Agreement*);

**"Interim Deed of Guarantee"** means the English law governed deed of guarantee entered into on or around the 2.7 Offer Date, among others, the Parent Company and the Obligors named therein as guarantors and the Interim Security Agent;

**"Interim Facility"** means the facility agreement entered into on or around the 2.7 Offer Date between, among others, the Parent Company, the IF/NTL SPV, the IF Participants, the IF Agent and the IF Security Agent;

**"Interim Security Documents"** means the security documents entered into by the Obligors to secure their liabilities under the Interim Facility;

**"June Waiver Letters"** means the precautionary waiver letters dated 30 June 2025 relating to each Core Debt Document;

**"July Waiver Letters"** means the precautionary waiver letters dated 30 July 2025 relating to each Core Debt Document;

**"[REDACTED] Commitment Letter"** means the commitment letter in respect of the [REDACTED] Credit Facility dated 22 August 2025;

**"[REDACTED] Credit Facility"** means the credit facility to be entered into with a special purpose vehicle within the Group as borrower and [REDACTED] (and/or certain of its Affiliates and its or their managed funds);

**"[REDACTED] Finance Documents"** means the definitive finance documents in respect of the [REDACTED] Credit Facility;

**"Legal Opinion"** means any legal opinion required to be delivered as a condition precedent as set out in Schedule 2 (*Conditions Precedent Documents*);

**"Lock up Agreement"** means each of the following:

- (A) a lock-up agreement dated on the 2.7 Offer Date and entered into between the Parent Company, JWGH, the Existing Obligors, certain Existing Creditors and the NTL Participants (the **"Core Lock-up Agreement"**);
- (B) a lock-up agreement dated on the 2.7 Offer Date and entered into between the Parent Company, the Existing Obligors and the EGF Participants;
- (C) a lock-up agreement dated on the 2.7 Offer Date and entered into between the Parent Company, the Existing Obligors and the PNG Creditor; and
- (D) a lock-up agreement dated on the 2.7 Offer Date and entered into between the Parent Company, the Existing Obligors and [REDACTED];

**"Long-Stop Date"** has the meaning given to it in the Core Lock-up Agreement;

**"Majority Creditors"** means, at any time:

- (A) to the extent the A&E Effective Date has not occurred, the Creditors with commitments or holdings (as applicable) under the Core Debt Documents that together represent more than 66 <sup>2/3</sup> per cent. of the aggregate of the outstanding commitments or holdings (as applicable) under the Core Debt Commitments; and
- (B) to the extent the A&E Effective Date has occurred, the Creditors with commitments or holdings (as applicable) under the Amended and Restated Core Debt Documents that together represent more than 66 <sup>2/3</sup> per cent. of the aggregate of the outstanding commitments or holdings (as applicable) under the Amended and Restated Core Debt Documents;

**"March Waiver Letters"** means the precautionary waiver letters dated 19 March 2025 relating to each Core Debt Document;

**"New Creditors"** means the EGF Participants and the NTL Participants;

**"New Finance Documents"** means each of:

- (A) the Existing Guarantee Facility;
- (B) the NTL;
- (C) the A&E Deed of Guarantee;
- (D) the Intercreditor Agreement; and
- (E) the A&E Security Documents;

**"New Money Election"** means the election to participate in the NTL made by the NTL Participants prior to the execution of this Deed pursuant to an NTL Commitment Letter [and/or the Scheme];

**"New Money Election Deadline"** means the deadline for making the New Money Election, either as set out in the Core Lock-up Agreement[or (if applicable) the Scheme Record Date];

**"New NTL Guarantees"** has the meaning given to the term "Existing Cash Collateralized Guarantee" in the NTL;

**"Notes"** means the 2014 Notes, the 2018 Notes and the 2019 Notes;

**"NPAs"** means the 2014 NPA, the 2018 NPA and the 2019 NPA;

**"NPA Creditor Majority"** means, at any time, the NPA Creditors who together hold more than 50 per cent. of the outstanding principal amount of the Notes (in aggregate);

**"NPA Subsidiary Guarantee Deeds"** means the existing subsidiary guarantee deeds signed by the relevant Existing Obligors (as applicable) in respect of the NPAs and the Notes;

**"NTL"** means a committed term loan facility to be entered into between the Parent Company, the Obligors, the NTL Agent and the NTL Participants in the form set out in Schedule 15 (*NTL*);

**"NTL and IF Adjusted Amounts Table"** means the table setting out , among other things, the NTL Participant Funded Amounts and the IF Funded Repayment Amounts calculated in accordance with Schedule 3 (*NTL Participant Funded Amounts*);

**"NTL Commitment"** means, in respect of each NTL Participant, the aggregate amount of its commitments or holdings under the NTL as set out in the NTL Commitment Table;

**"NTL Commitment Letter"** means a commitment letter substantially in the form at Schedule [4] (*Form of NTL Commitment Letter*) of the Core Lock-up Agreement;

**"NTL Commitments Table"** means the table setting out the NTL Commitments of each NTL Participant in the form agreed with the Creditor Financial Advisers prior to the execution of this Deed in accordance with clause [6.5(B)] of the Core Lock-up Agreement [or pursuant to the Scheme (as applicable)].

**"NTL New Money Amount"** has the meaning given to that term in Schedule 3 (*NTL Funded Participant Amounts*);

**"NTL Participant Funded Amount (Tranche A)"** has the meaning given to that term in Schedule 3 (*NTL Funded Participant Amounts*);

**"NTL Participant Funded Amount (Tranche B)"** has the meaning given to that term in Schedule 3 (*NTL Funded Participant Amounts*);

**"Obligor"** means each Existing Obligor and each New Obligor;

**"Outstanding Exposure"** means:

(A) in respect of the RCF, the "Total Commitments" under and as defined in, the RCF;

- (B) in respect of the Term Loan, the “Total Commitments” under and as defined in the Term Loan;
- (C) in respect of the 2014 Notes, the outstanding aggregate principal amount of the 2014 Notes;
- (D) in respect of the 2018 Notes, the outstanding aggregate principal amount of the 2018 Notes; and
- (E) in respect of the 2019 Notes, the outstanding aggregate principal amount of the 2019 Notes;

“**Plan A Trigger Event**” means the later of the following:

- (A) the occurrence of a Successful Shareholder Vote; and
- (B) if on the date on which paragraph (A) above is satisfied, either:
  - (i) the applicable period of time for a Scheme Creditor to make an Appeal (the “**Appeal Period**”) has not expired, provided that, for the avoidance of doubt, this paragraph (B)(i) shall not apply if no Scheme Creditor is eligible to make an Appeal as a matter of law; or
  - (ii) an Appeal is subsisting,

the date on which the Appeal Period expires without any Scheme Creditor having made an Appeal or any Appeal (including any Appeal which is made during the Appeal Period) is dismissed or withdrawn (as applicable);

“**Plan B Trigger Event**” means the later of the following:

- (A) the occurrence of any of the following:
  - (i) either of the Shareholder Scheme Court Meeting and/or General Meeting being held where a vote takes place and does not result in a Successful Shareholder Vote;
  - (ii) any condition in the Rule 2.7 Announcement being successfully invoked by Sidara or the Parent Company, in either case as permitted by the Takeover Panel;
  - (iii) the Court definitively refuses to sanction the Shareholder Scheme at the Sanction Hearing;
  - (iv) the Shareholder Scheme is withdrawn, terminates or lapses in accordance with its terms (unless followed within five Business Days by a Rule 2.7 Announcement made by Sidara to implement the Acquisition by a different offer or scheme on substantially the same or improved terms and subject to no new conditions (other than, in the case of a takeover offer, the inclusion of an acceptance condition set at

90 per cent. of the Parent Company's shares), and otherwise on equivalent terms, as those set out in the Rule 2.7 Announcement, unless otherwise agreed by the RCF Group Majority, the Term Loan Group Majority and the NPA Creditor Majority;

(v) the Completion Date does not occur by the date falling 18 months following the Rule 2.7 Announcement (or such later date as agreed in writing between the Parent Company and the RCF Group Majority, the Term Loan Group Majority and the NPA Creditor Majority (in each case, acting reasonably)); or

(vi) the Sidara Initial Facility or the Sidara Completion Funding Commitment Letter being terminated,

(B) if on the date on which paragraph (A) above is satisfied, either:

(i) the applicable period of time for a Scheme Creditor to make an Appeal (the "**Appeal Period**") has not expired, provided that, for the avoidance of doubt, this paragraph (B)(i) shall not apply if no Scheme Creditor is eligible to make an Appeal as a matter of law; or

(ii) an Appeal is subsisting,

the date on which the Appeal Period expires without any Scheme Creditor having made an Appeal or any Appeal (including any Appeal which is made during the Appeal Period) is dismissed or withdrawn (as applicable);

"**PNG Loan**" means the loan agreement originally dated 13 December 2023, between Wood Group PNG Limited and [REDACTED];

["**Proxy and Election Form**" means, if applicable, the proxy and election form to be delivered by Scheme Creditors in accordance with the Scheme pursuant to which Scheme Creditors can vote on the Scheme and make a New Money Election;]

"**RCF**" means the revolving credit facility agreement originally dated 20 October 2021 and entered into between, among others, the Parent Company, JWGHL, the RCF Agent and the RCF Creditors;

"**RCF Finance Documents**" means a "Finance Document" as defined in the RCF;

"**Receivables Finance Documents**" means:

(A) the [REDACTED] Finance Documents; or

(B) if the [REDACTED] Commitment Letter is terminated or terminates in accordance with its terms, definitive documents in respect of a receivables financing facility or alternative liquidity commitment with an alternative financing provider in respect of substantially equivalent amounts that were to be provided under the [REDACTED] Finance Documents and such replacement is either permitted under, or consented to, in accordance with the terms of the Core Debt Documents;

**"RCF Group Majority"** means, at any time, the RCF Creditors (a) whose Outstanding Commitments under the RCF aggregate more than 66⅔ per cent. of the Total Commitments held by the RCF Creditors, or (b) if the Total Commitments held by the RCF Creditors are reduced to zero, whose Outstanding Commitments under the RCF aggregated more than 66⅔ per cent. of the Total Commitments held by the RCF Creditors immediately before the reduction;

**["Registrar of Companies"** means the registrar of companies in Edinburgh, Scotland;]

**"Related Creditor"** means:

- (A) in relation to the Bank Legal Adviser, each RCF Creditor, Term Loan Creditor, EGF Participant and NTL Participant which is also an RCF Creditor or a Term Loan Creditor (as applicable); and
- (B) in relation to the USPP Legal Adviser, each NPA Creditor and each NTL Participant which is also an NPA Creditor;

**"Relevant Group Entity"** has the meaning given to it in Clause 3.1 (*Relevant Group Entities' Agent*);

**"Resolutions"** has the meaning given to that term in the Rule 2.7 Announcement;

**"Rule 2.7 Announcement"** means the announcement made by the Parent Company and Sidara on 29 August 2025 pursuant to Rule 2.7 of the Takeover Code;

**["Scheme"** means the scheme of arrangement before the Court proposed pursuant to Part 26 of the Companies Act 2006 to implement the A&E Transaction between JWGH and its Scheme Creditors with, or subject to, any modification, addition or condition which the Court may think fit to approve or impose, as appropriate in accordance with the terms of the Scheme;

**"Scheme Creditors"** means the RCF Creditors, the Term Loan Creditors and the NPA Creditors, each in their capacity as a creditor of JWGH, as at the Scheme Record Date, including each of their transferees, assignees and successors and **"Scheme Creditor"** shall mean any one of them as the context requires;

**"Scheme Effective Time"** means the time on which a certified copy of the Scheme Sanction Order is delivered to the Registrar of Companies for registration;

**"Scheme Record Date"** means the date (and time) at which the Core Debt Commitments of each Scheme Creditor will be determined for the purpose of voting in relation to the Creditor Scheme;

**"Scheme Sanction Order"** mean the order of the Court sanctioning the Scheme pursuant to section 899 of the Companies Act 2006;]

**"Scheme Shareholders"** has the meaning given to that term in the Rule 2.7 Announcement;

**"Shareholder Scheme"** has the meaning given to the term "Scheme" in the Rule 2.7 Announcement;

**"Shareholder Scheme Court Meeting"** has the meaning given to the term "Court Meeting" in the Rule 2.7 Announcement;

**"Sidara"** means Sidara Limited;

**"Sidara Completion Funding Commitment Letter"** means the commitment letter entered into by Sidara Limited and the Parent Company on or about the date of the Rule 2.7 Announcement in respect of the Sidara Completion Funding Tranche.

**"Sidara Completion Funding Tranche"** means an amount equal to US\$200,000,000 which may be advanced or contributed into the Parent Company by Dar Al-Handasah Consultants Shair and Partners Holdings Ltd or any of its Affiliates in the form of borrowings and/or equity on or around the Completion Date (in such form that is agreed pursuant to the terms of each of the Amended and Restated Core Debt Documents).

**"Sidara Funding Notice"** means a funding notice to be provided by the Escrow Agent confirming receipt of the full amount of the Sidara Initial Funding Tranche into the Escrow Account.

**"Sidara Initial Facility"** means the facility agreement in respect of the Sidara Initial Funding Tranche entered into on or around the A&E Effective Date between, among others, the Company, the Obligors and Sidara;

**"Sidara Initial Funding Tranche"** means an amount equal to \$250,000,000 to be drawn under the Sidara Initial Facility;

**"Specified Business Unit"** means a specified desk, fund, account, or business unit of a Creditor or IF Participant;

**"Subsidiary"** means, in relation to any company, corporation or other legal entity (a **"Holding Company"**), a company, corporation or other legal entity:

- (A) which is controlled, directly or indirectly, by the Holding Company;
- (B) in respect of which more than half the issued share capital is beneficially owned, directly or indirectly, by the Holding Company; or
- (C) which is a subsidiary of another Subsidiary of the Holding Company,

and, for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to determine the composition of the majority of its board of directors or equivalent body;

**"Successful Shareholder Vote"** means: (a) a resolution to approve the Shareholder Scheme being passed by a majority in number representing not less than 75 per cent. in value of the

Scheme Shareholders (or the relevant class or classes thereof, if applicable) in each case present, entitled to vote and voting, either in person or by proxy, at the Shareholder Scheme Court Meeting; and (b) the Resolutions being passed by the requisite majority or majorities at the General Meeting;

**"Super Majority Creditors"** means, at any time:

- (A) to the extent the A&E Effective Date has not occurred, Creditors with commitments or holdings (as applicable) under the Core Debt Documents representing more than 75 per cent. of aggregate of the outstanding commitments or holdings (as applicable) under the Core Debt Commitments;
- (B) to the extent the A&E Effective Date has occurred, Creditors with commitments or holdings (as applicable) representing more than 75 per cent. of the aggregate of the outstanding commitments or holdings (as applicable) under the Amended and Restated Core Debt Documents;

**"Takeover Code"** means The City Code on Takeovers and Mergers;

**"Term Loan"** means the term loan facility agreement originally dated 4 December 2023 (as amended and varied from time to time), entered into between, among others, the Parent Company, the Term Loan Creditors and the Term Loan Agent;

**"Term Loan Finance Documents"** means a "Finance Document" as defined in the Term Loan;

**"Term Loan Group Majority"** means, at any time, the Term Loan Creditors (a) whose Outstanding Commitments under the Term Loan aggregate more than 66⅔ per cent. of the Total Commitments held by the Term Loan Creditors, or (b) if the Total Commitments held by the Term Loan Creditors are reduced to zero, whose Outstanding Commitments under the Term Loan aggregated more than 66⅔ per cent. of the Total Commitments held by the Term Loan Creditors immediately before the reduction;

**"Termination Date"** means the date on which this Deed terminates in accordance with Clause 15 (*Termination*);

**"Total Commitments"** has the meaning given to it in each of the RCF and the Term Loan respectively;

**"Tranche A"** means the aggregate amount of Tranche A Loans and Tranche A Notes;

**"Tranche A Loan"** has the meaning given to that term in the NTL;

**"Tranche A Note"** has the meaning given to that term in the NTL;

**"Tranche B"** means the aggregate amount of Tranche B Loans and Tranche B Notes;

**"Tranche B Loan"** has the meaning given to that term in the NTL;

**"Tranche B Note"** has the meaning given to that term in the NTL;

**"USPP Finance Documents"** means the Notes, the NPAs (including any waivers, amendments and supplemental agreements entered into in connection with the NPAs) and the Existing Subsidiary Deeds;

**"USPP Financial Adviser"** means Moelis & Company UK LLP;

**"USPP Legal Adviser"** means Akin Gump LLP;

**"VAT"** means:

- (A) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
- (B) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in (a) above, or elsewhere; and

**"Waiver Letters"** means the March Waiver Letters, the April Waiver Letters, the June Waiver Letters and the July Waiver Letters.

1.2 Unless a contrary indication appears any reference in this Deed to:

- (A) **"this Deed"** shall include the Schedules to this Deed;
- (B) any person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- (C) any agreement or instrument is a reference to that agreement or instrument as amended, amended and restated, supplemented or novated;
- (D) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any joint venture, association, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing;
- (E) a provision of law is a reference to that provision as amended or re-enacted;
- (F) a time of day is a reference to London time;
- (G) **"includes"**, **"included"** or **"including"** shall be construed without limitation;
- (H) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- (I) **"\$"**, **"USD"** and **"dollar"** denote the lawful currency of the United States;
- (J) **"£"**, **"GBP"**, or **"Sterling"** denote the lawful currency of the United Kingdom;

- (K) words importing the singular shall include the plural equivalent and vice versa; and
- (L) Clause and Schedule headings are for ease of reference only.
- 1.3 A reference to a Conditions Precedent Document or any other document or evidence being "**in form and substance satisfactory**" to the Related Creditors is a reference to the relevant Creditor Legal Adviser confirming, on behalf of their Related Creditors, that such Conditions Precedent Document or other document or evidence is in form and substance satisfactory to those Related Creditors.
- 1.4 A reference to a document being "**completed**" or an authority granted to "**complete**" a document will include the insertion in manuscript or otherwise of all missing dates, figures and information required for the relevant document to be completed. Any requirement of the Company Legal Adviser or a Creditor Legal Adviser (as applicable) to complete a document shall be construed as a reference to such document being completed in a form agreed by the Creditor Legal Advisers and the Company Legal Adviser and (if applicable) in accordance with the terms of this Deed.
- 1.5 If any figure which is required to be included in an Amendment Agreement, Amended and Restated Finance Document or New Finance Document is calculated, in accordance with the terms of this Deed or the Scheme, after such document has been dated and delivered in accordance with this Deed then the inclusion of the relevant figure(s) in accordance with this Deed or the Scheme shall be deemed to form part of such document.
- 1.6 Where this Deed and any other document provides for a document or notice (other than an A&E Implementation Document, a Conditions Precedent Document or a Conditions Subsequent Document) to be "**delivered**" to a Finance Party, it is sufficient for that document to be delivered in accordance with Clause 19 (*Notices*).
- 1.7 Where this Deed refers to the Company Legal Adviser or the relevant Creditor Legal Adviser (as applicable) taking any action including, without limitation, holding signature pages and documents in escrow, or being in receipt of any documents from any party, the Parties agree that in taking any such action or receiving any such document, the Company Legal Adviser is acting solely in its capacity as legal adviser to the Parent Company and/or JWGH and the relevant Creditor Legal Adviser is acting solely in its capacity as legal adviser to the relevant Related Creditors and neither the Company Legal Adviser nor the relevant Creditor Legal Adviser is acting as agent of, nor shall have any liability to, any other Party to this Deed.
- 1.8 The rights, powers, authorities, discretions and protections (including indemnities) granted to each Administrative Party under the relevant Amendment Agreement(s) and/or the New Finance Document(s) to which that Administrative Party is a party apply to this Deed as though set out in full in this Deed and each Administrative Party shall act under this Deed in accordance with the terms of the relevant Amendment Agreement(s) and/or the New Finance Document(s) to which it is a party.
- 1.9 If there is any conflict between the terms of this Deed and the terms of any other A&E Implementation Document, the terms of this Deed will prevail.

- 1.10 If any sum is due or obligation is to be performed under the terms of this Deed on a day other than a Business Day, the relevant payment shall be made, or obligation performed, on the next Business Day.

## 2. PARTIES' RIGHTS AND OBLIGATIONS

- 2.1 The obligations of each Party under this Deed are several. Failure by any Party to perform its obligations under this Deed does not affect the obligations of any other Party under this Deed. No Party is responsible for the obligations of any other Party under this Deed.
- 2.2 The rights of each Party under or in connection with this Deed are separate and independent rights. A Party may separately enforce its rights under this Deed.
- 2.3 If a single legal entity enters into this Deed in more than one capacity, that entity's rights and obligations under this Deed will be and will be regarded as separate and independent in each of those capacities.
- 2.4 Where a member of the Group (other than the Parent Company) is required to perform an obligation pursuant to this Deed, the Parent Company shall procure that each such member of the Group performs such obligation.
- 2.5 For the avoidance of doubt, where a Creditor or IF Participant enters into this Deed only through a Specified Business Unit (as specified in its signature page to this Deed), the terms of this Deed shall apply only to that Specified Business Unit and not to any other department, division, or business unit within that legal entity which has not signed this Deed separately and therefore that Creditor or IF Participant shall not be required to procure compliance with this Deed or make any representation for or on behalf of such other departments, divisions or business units within that legal entity shall not have the benefit of any of the terms of this Deed.
- 2.6 Where an investment advisor or manager enters into this Deed on behalf of funds or accounts it advises or manages which are Creditors or IF Participants (a "**Specified Fund or Separate Account**"), each such Specified Fund or Separate Account shall be deemed to be a Party to this Deed as a Creditor or IF Participant (as relevant) and each Party will have recourse to such Specified Fund or Separate Account in its capacity as Creditor or IF Participant (as relevant). This Deed shall apply only to the investment adviser or manager with respect to that Specified Fund or Separate Account and will not apply to any other fund or account advised or managed by that investment advisor or manager or to its or their Affiliates and any funds or accounts advised or managed by its or their Affiliates.
- 2.7 To the extent that any investment manager, investment advisor, depository, agent and/or custodian (as applicable) is executing this Deed on behalf of any Creditor or IF Participant, each other Party acknowledges that:
- (A) the relevant investment manager, investment advisor, depository, agent and/or custodian (as applicable) is not executing this Deed in any personal capacity;
  - (B) the relevant investment manager, investment advisor, depository, agent and/or custodian (as applicable) is executing this Deed pursuant to, and to the extent of its

authority to act in such capacity on behalf of any Creditor or IF Participant (as relevant); and

- (C) the relevant investment manager, investment advisor, depository, agent and/or custodian (as applicable) does not make any representations, warranties or undertakings of any kind in any personal capacity to any Party, and shall have no personal liability whatsoever to any Party, under or in connection with this Deed, and no Party will have any recourse to it in any personal capacity in any way whatsoever.

### **3. RELEVANT GROUP ENTITIES' AGENT**

3.1 Each Obligor (other than the Parent Company) and the PNG Loan Counterparty (each, a **"Relevant Group Entity"**) by its execution of this Deed irrevocably appoints the Parent Company (acting through one or more authorised signatories) to act on its behalf as its agent in relation to the A&E Implementation Documents, and the steps contemplated by and to be taken in accordance with this Deed, and irrevocably and unconditionally authorises:

- (A) the Parent Company on its behalf to execute each A&E Implementation Document to which the Relevant Group Entity is party;
- (B) the Parent Company to supply all information concerning itself contemplated by each A&E Implementation Document to which the Relevant Group Entity is party and to give all notices and to make and effect such agreements, amendments, supplements and variations capable of being given, made or effected by such entity, notwithstanding that they may affect the relevant entity, without further reference to or the consent of the Relevant Group Entity; and
- (C) the Parent Company to accept delivery or service on its behalf of any notice, demand or other communication required to be delivered to the Relevant Group Entity pursuant to the relevant A&E Implementation Document (and each counterparty under each A&E Implementation Document is authorised to deliver to the Parent Company any such notice, demand or other communication),

and in each case the Relevant Group Entity shall be bound as though it had itself taken the action referred to in paragraphs (A) to (C) above.

3.2 Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or made by the Parent Company or given to the Parent Company or in connection with any A&E Implementation Document on behalf of any Relevant Group Entity (whether or not known to any other entity) shall be binding for all purposes on the Relevant Group Entity as if that Relevant Group Entity had expressly made, given or concurred with it. In the event of any conflict between any notices or other communications of the Parent Company and any Relevant Group Entity, those of the Parent Company shall prevail.

### **4. STEPS PRECEDING THE EFFECTIVE DATE**

4.1 The Parties acknowledge that:

- (A) prior to the New Money Election Deadline, each NTL Participant elected to participate in the NTL pursuant to an NTL Commitment Letter, the Core Lock-up Agreement [and/or the Scheme] in an amount specified in the NTL Commitments Table;
- (B) the Scheme Effective Time has occurred such that the A&E Transaction can be implemented pursuant to the Scheme and in accordance with this Deed; and
- (C) following the Scheme Effective Time, JWGHHL signed this Deed on its own behalf and on behalf of the Scheme Creditors (acting as their attorney and agent pursuant to the authority granted to it from the Scheme Effective Time under the Scheme)]

## 5. EFFECTIVE DATE

- 5.1 This Deed shall become effective and legally binding, as between the signatories hereto, on the date on which it has been executed and delivered by all the Parties the "**Effective Date**").
- 5.2 The Parent Company shall notify the Creditor Legal Advisers immediately upon the occurrence of the Effective Date in writing (the "**Effective Date Notice**").

## 6. POST-A&E TRIGGER EVENT UPDATES AND CALCULATIONS

- 6.1 Promptly and in any case within one Business Day following the occurrence of an A&E Trigger Event, the Parent Company shall deliver to the Finance Parties, the IF Agent and the IF Security Agent the A&E Trigger Event Notice.
- 6.2 Promptly and in any case within two Business Days following the date of the A&E Trigger Event Notice, the Parent Company shall (where relevant, in consultation with the Company Financial Adviser and the Creditor Financial Advisers):

### *Transfers*

- (A) (and is authorised and instructed by each other Party to) update the list of parties to the NTL, the Existing Guarantee Facility, the Amended and Restated RCF, the Amended and Restated Term Loan and each Amended and Restated NPA to reflect any changes, required solely as a result of any transfers or assignments up until date of the A&E Trigger Event Notice; and
- (B) circulate the updated versions of the NTL, the Existing Guarantee Facility, the Amended and Restated RCF, the Amended and Restated Term Loan and each Amended and Restated NPA to the Creditor Advisers (the "**Updated A&E Transaction Documents**");

### *NTL and IF Adjusted Amounts*

- (C) in respect of each NTL Participant, calculate its:
  - (i) NTL Participant Funded Amount (Tranche A) (if any);
  - (ii) NTL Participant Funded Amount (Tranche B); and

- (iii) to the extent the NTL Participant is also an IF Participant, its IF Funded Repayment Amount,

in each case in accordance with Schedule 3 (*NTL Participant Funded Amounts*);

- (D) circulate a populated copy of the NTL and IF Adjusted Amounts Table to the Creditor Advisers setting out its calculations under paragraph (C)) above;

#### *New NTL Guarantees*

- (E) if no Plan B Trigger Event has occurred, update the list of guarantees in the relevant schedule to the NTL to reflect the details of the New NTL Guarantees (the “**Updated NTL Guarantee Schedule**”) and circulate a populated copy of such schedule to the Creditor Advisers;

#### *Existing Bank Guarantees (EGF)*

- (F) in respect of each Existing Bank Guarantee (EGF) which is not denominated in USD, convert the outstanding amount of such Existing Bank Guarantee (EGF) into USD on the basis of the EGF Agent's Spot Rate of Exchange (as defined under paragraph (a) of the definition thereof in the Existing Guarantee Facility);
- (G) following the conversion of the outstanding amounts of the Existing Bank Guarantees (EGF) in accordance with Clause 6.1(F) above, update Schedule [3] (*[Existing Bank Guarantees]*) to the Existing Guarantee Facility to reflect the details of all Existing Bank Guarantees (EGF) and circulate a populated copy of such schedule to the Creditor Advisers (the “**Updated EGF Guarantee Schedule**”);

#### *Elevation*

- (H) in respect of each NTL Participant, calculate (i) its Elevated Amount, and (ii) the Elevated Amount Allocated Portion in respect of each of its Instruments, in each case in accordance with Schedule 4 (*Elevation*); and
- (I) circulate a populated copy of the Elevation Table to the Creditor Advisers setting out its calculations under (I) above.

6.3 Promptly and in any case within two Business Days of circulation of all information required pursuant to Clause 6.1 above, each Creditor Financial Adviser shall agree with the Company Financial Adviser the proposed final form of the (i) Updated A&E Transaction Documents (ii) NTL and IF Adjusted Amounts Table, (iii) Updated NTL Guarantee Schedule, (iv) Updated EGF Guarantee Schedule (and together with the Updated NTL Guarantee Schedule, the “**Updated Guarantee Schedules**”) and (v) Elevation Table (together with the NTL and IF Adjusted Amounts Table, the “**Calculation Tables**”), either by:

- (A) providing written sign-off on the forms provided by the Parent Company pursuant to Clause 6.1 above; or

- (B) agreeing with the Company Financial Adviser any changes to the forms provided by the Parent Company as required for the purpose of the Creditor Financial Advisers providing their sign off, provided that the only requested changes which may be raised by the Creditor Financial Advisers as being required for the purpose of their sign off are to correct errors and/or failures in computation.

6.4 Upon the form of the Updated A&E Transaction Documents, the Updated Guarantee Schedules and the Calculation Tables all being agreed between the Company Financial Adviser and the Creditor Financial Advisers in accordance with Clause 6.3 above, the Company shall promptly, and in any case within one Business Day:

- (A) further update the Updated A&E Transaction Document such that:
  - (i) the participations and funding obligations under each Updated A&E Transaction Document reflect the agreed Calculation Tables; and
  - (ii) with respect to the NTL, replace the relevant schedule of the NTL with the agreed Updated NTL Guarantee Schedule; and
  - (iii) with respect to the Existing Guarantee Facility, replace schedule [•] of the Existing Guarantee Facility with the agreed Updated EGF Guarantee Schedule,

(such further updated Updated A&E Transaction Documents, being the “**Further Updated A&E Transaction Documents**”); and

- (B) circulate the Further Updated A&E Transaction Documents to the Creditor Advisers.

6.5 Upon the Company circulating the Further Updated A&E Transaction Documents to Creditor Advisers in accordance with Clause 6.4 above, each Party hereby agrees that such agreed forms of the Updated A&E Transaction Documents shall be deemed to constitute the NTL, the Existing Guarantee Facility, the Amended and Restated RCF, the Amended and Restated Term Loan and each Amended and Restated NPA respectively for the purposes of this Deed.

## **7. EXECUTION AND DELIVERY OF THE A&E IMPLEMENTATION DOCUMENTS, DELIVERY OF CONDITIONS PRECEDENT DOCUMENTS**

### *Execution of the A&E Implementation Documents*

7.1 Subject to Clause 7.2 below, promptly and in any case within one Business Day following completion of the steps set out in Clause 6.4(A) (*Post-A&E Trigger Event Updates and Calculations*):

- (A) [JWGH] shall sign but leave undated all of the A&E Implementation Documents to which it is a party on its own behalf and, in respect of any A&E Implementation Document to which the Scheme Creditors are party, on behalf of the relevant Scheme Creditors (acting as their attorney and agent pursuant to the authority granted to it from the Scheme Effective Time under the Scheme), and shall return (or procure the return

of) all of the relevant signed signature pages (where applicable, together with the full execution versions of each Amended and Restated Finance Document) to the Bank Legal Adviser;]

- (B) the Parent Company shall sign but leave undated all of the A&E Implementation Documents to which it is a party on its own behalf and, in respect of any A&E Implementation Document (other than any A&E Effective Date Security Document and the Global Deed of Release) to which the Relevant Group Entities are party, on behalf of the Relevant Group Entities (acting as the Relevant Group Entities' agent pursuant to this Deed) and shall return (or procure the return of) all of the relevant signed signature pages (where applicable, together with the full execution versions of each Amended and Restated Finance Document) to the Bank Legal Adviser; and
- (C) each relevant Party shall sign but leave undated all of the A&E Implementation Documents (including for the avoidance of doubt, each A&E Effective Date Security Document and the Global Deed of Release) to which it is a party and shall return (or procure the return of) all of the relevant signature pages to the Bank Legal Adviser.

- 7.2 For the avoidance of doubt, the obligations set out in Clause 7.1 above shall not apply to the remaining Conditions Precedent Documents (which do not constitute A&E Implementation Documents and A&E Effective Date Security Documents, and which shall be executed and delivered in accordance with Clause 7.5 below) or the Conditions Subsequent Documents (which shall be executed and delivered in accordance with Clause 9 below).

*Dating and delivery of the A&E Implementation Documents*

- 7.3 Upon the signing of all of the A&E Implementation Documents in accordance with Clause 7.1 above, such A&E Implementation Documents shall promptly be dated, completed and delivered to each Party by the Bank Legal Adviser.
- 7.4 In relation to the dating and delivery of the A&E Implementation Documents, each Party hereby agrees, confirms and authorises the Bank Legal Adviser to release that party's signed signature page and to date, complete and release each relevant A&E Implementation Document after receiving signed signature pages for that A&E Implementation Document from all parties to that A&E Implementation Document, without further notice to, or consents or Authorisations from, that party or any other person, in each case in accordance with any applicable instructions circulated by a Creditor Legal Adviser or the Company Legal Adviser (as applicable) and, on the circulation of, and confirmation by the Bank Legal Adviser of the release of, such fully signed and dated A&E Implementation Document, that A&E Implementation Document will be entered into and that party as a relevant party will be bound by its terms and, in the case of any A&E Implementation Document which is a deed, the circulation by the Bank Legal Adviser of the fully signed and dated document will constitute delivery of the deed by that party as a relevant party or by the person on whose behalf the deed was signed.

*Delivery of Conditions Precedent Documents and Issue of Legal Opinions*

- 7.5 Promptly following completion of the steps set out in Clause 7.4 above and to the extent not already delivered pursuant to Clause 7.1 above:

- (A) the Parent Company or the Company Legal Adviser shall deliver the Conditions Precedent Documents (or procure the Conditions Precedent Documents to be delivered) to the Creditor Legal Advisers; and
- (B) on receipt of the relevant A&E Implementation Documents which are duly executed by all parties thereto, dated and delivered in accordance with Clause 7.1 above, each Company Legal Adviser and each Creditor Legal Adviser shall issue its Legal Opinion in relation thereto.

*Satisfaction of the Conditions Precedent*

- 7.6 Following completion of the steps set out in Clause 7.5 above, each Creditor Legal Adviser shall confirm to the Company Legal Adviser in writing that either:
- (A) it has received all of the Conditions Precedent Documents (other than the Sidara Funding Notice) in form and substance satisfactory to its Related Creditors (or that the requirement to provide any Conditions Precedent Document not received has been waived by its Related Creditors); or
  - (B) it has not received all of the Conditions Precedent Documents in form and substance satisfactory to its Related Creditors (or that the requirement to provide any Conditions Precedent Document not received has not been waived by its Related Creditors).
- 7.7 If the Parent Company receives the confirmation under paragraph (A) above from each Creditor Legal Adviser, promptly upon receiving such confirmation, the Parent Company shall deliver to the Finance Parties, the IF Agent, the IF Security Agent, and the Creditor Legal Advisers the CP Satisfaction Notice.
- 7.8 For the purposes of Clause 7.6 above, each Related Creditor agrees that the relevant Creditor Legal Adviser:
- (A) may treat any document or evidence as being in form and substance satisfactory to its Related Creditors in accordance with Clause 1.3 (*Definitions and Interpretation*) and may provide confirmation of the same for the purposes of Clause 7.5 above; and
  - (B) may waive the requirement for the delivery of any Conditions Precedent Document absolutely or on such terms as they deem fit on the instructions of its Related Creditors, provided that such waiver does not amend or have the effect of amending any material term of the A&E Transaction.

*Delivery of utilisation requests*

- 7.9 Promptly following the delivery of the CP Satisfaction Notice, the Parent Company shall submit:
- (A) Utilisation Requests (under and as defined in the RCF) to repay and redraw all outstanding Loans (in each case under and as defined in the RCF) as at the A&E Effective Date with the Interest Period for each redrawn Loan starting on the A&E

Effective Date (the “**RCF A&E Loans**”) (such Utilisation Request being the “**RCF Utilisation Request**”),

- (B) Utilisation Requests (under and as defined in the Term Loan) to repay and redraw all outstanding Loans (in each case under and as defined in the Term Loan) as at the A&E Effective Date with the Interest Period for each redrawn Loan starting on the A&E Effective Date (the “**TL A&E Loans**” and together with the RCF A&E Loans, the “**A&E Loans**”) (such Utilisation Request being the “**Term Loan Utilisation Request**” and together with the RCF Utilisation Request, the “**A&E Utilisation Request**”)

in each case subject to the terms of paragraph [●] of schedule 5 the Core Lock-up Agreement.

- 7.10 The due date for interest on any such A&E Loan that is accrued but remains unpaid as at (and including) the A&E Effective Date shall be deferred, and such interest shall be payable on the last day of the Interest Period that would have applied to the applicable Loans under the RCF or Term Loan (as applicable) immediately prior to the A&E Effective Date.
- 7.11 The RCF Creditors and Term Loan Creditors agree and confirm that other than the interest due, no additional amounts (including, without limitation, any default interest or break costs (or such other analogous concepts)) shall be payable by the Company or any Obligor as a result of the A&E Utilisation Requests in respect of the A&E Loans, or the amendment of the Interest Periods in respect thereof.
- 7.12 Promptly following the delivery of the A&E Utilisation Requests to the RCF Agent and Term Loan Agent, the Parent Company shall notify the Finance Parties, the IF Agent, the IF Security Agent and the Creditor Legal Advisers of the designated A&E Effective Date, which shall be the date falling (i) three Business Days after the delivery of the A&E Utilisation Requests if such A&E Utilisation Request were delivered to the RCF Agent and Term Loan Agent by no later than [9.30 a.m.] on the date of delivery or (ii) four Business Days after the delivery of the A&E Utilisation Request if such A&E Utilisation Requests were delivered to the RCF Agent and Term Loan after [9.30 a.m.] on such date (the “**Designated A&E Effective Date**”).

## **8. A&E EFFECTIVE DATE**

### *Occurrence of the A&E Effective Date*

- 8.1 Without any requirement for any additional Authorisations, actions or steps to be undertaken by any Party or any other person or entity, the following steps shall occur at [9.30 a.m.] on the Designated A&E Effective Date:
- (A) the A&E Effective Date shall occur;
- (B) each Amended and Restated Finance Document and each New Finance Document shall become effective in accordance with its terms;
- (C) each RCF Creditor shall be deemed to have funded to the RCF Agent its proportionate share of the RCF A&E Loans and the RCF Agent shall be deemed to have funded the

RCF A&E Loans to the Parent Company (and, to the extent required, an RCF Creditor shall fund its proportionate share of the RCF A&E Loans and the RCF Agent shall return re-allocated amounts to an RCF Creditor, in each case to effect the deemed funding of the RCF A&E Loans described in this paragraph (C));

- (D) each Term Loan Creditor shall be deemed to have funded to the Term Loan Agent its proportionate share of the Term Loan A&E Loans and the Term Loan Agent shall be deemed to have funded the Term Loan A&E Loans to the Parent Company (and, to the extent required, a Term Loan Creditor shall fund its proportionate share of the Term Loan A&E Loans and the Term Loan Agent shall return re-allocated amounts to an Term Loan Creditor, in each case to effect the deemed funding of the Term Loan A&E Loans described in this paragraph (D));
- (E) [Tranche A] under the NTL shall immediately be deemed drawn in full and used to repay all outstanding amounts under the Interim Facility which shall be deemed to have been repaid and cancelled in full;
- (F) the Parent Company shall deliver:
  - (i) a utilisation request in respect of [Tranche A] of the NTL to the NTL Agent in accordance with the terms of the NTL in an amount equal to the IF Amount (the **"Tranche A Utilisation Request"**) with a proposed utilisation date which is [seven] Business Days after the A&E Effective Date; and
  - (ii) provided no Plan B Trigger Event has occurred:
    - (a) a utilisation request in respect of [Tranche B] of the NTL to the NTL Agent in accordance with the terms of the NTL in an amount equal to the NTL New Money Amount (the **"Tranche B Utilisation Request"**) with a proposed utilisation date which is [seven] Business Days after the A&E Effective Date; and
    - (b) a utilisation request in respect of the full amount of the Sidara Initial Facility to Sidara in accordance with the terms of the Sidara Initial Facility with a proposed utilisation date which is [seven] Business Days after the A&E Effective Date;
- (G) in respect of each NTL Participant which is an IF Participant:
  - (i) if its NTL Participant Amount (Tranche A) is greater than its IF Commitments, the relevant IF Participant shall be deemed to have funded an amount under [Tranche A] of the NTL equal to such IF Commitments (by way of a Tranche A Loan or a Tranche A Note (as elected in its NTL Commitment Letter)); and
  - (ii) if its NTL Participant Amount (Tranche A) is less than or equal to its IF Commitments, the relevant IF Participant shall be deemed to have funded an amount under the NTL equal to its NTL Participant Amount (Tranche A) (by way of a Tranche A Loan or a Tranche A Note (as elected in its NTL Commitment Letter)),

in each case, in accordance with the NTL;

- (H) the Parent Company shall pay to each IF Participant all accrued interest and fees under the Interim Facility which have accrued and remain outstanding on the A&E Effective Date;
- (I) the Global Deed of Release shall become fully effective in accordance with its terms;
- (J) each NPA Subsidiary Guarantee Deed shall be terminated;
- (K) for the avoidance of doubt, each guarantee granted pursuant to clause 18 (*Guarantee and indemnity*) of the RCF or clause 17 (*Guarantee and indemnity*) of the Term Loan, in each case prior to the A&E Effective Date, shall be terminated; and
- (L) promptly on receipt of the Tranche B Utilisation Request, the NTL Agent shall confirm to the Parent Company that all conditions precedents to funding of the Tranche B Utilisation Request have been satisfied.

*NTL funding: Tranche A*

- 8.2 Each NTL Participant shall pay its NTL Participant Funded Amount (Tranche A) (if any) to the NTL Agent in accordance with the NTL following the Parent Company delivering the Tranche A Utilisation Request and, in any event, within seven Business Days of the Tranche A Utilisation Request;
- 8.3 The NTL Agent shall utilise the NTL Participant Funded Amounts (Tranche A) received to repay each IF Participant its IF Funded Repayment Amount in accordance with the NTL.
- 8.4 Each NTL Participant shall pay its NTL Participant Funded Amount (Tranche B) to the NTL Agent in accordance with the NTL following the Tranche B Utilisation Request and, in any event, within seven Business Days of the Tranche B Utilisation Request;
- 8.5 Promptly, following receipt of the full amount of Tranche B (the “**Tranche B Funding Date**”), the NTL Agent shall pay the NTL Participant Funded Amounts (Tranche B) into the Escrow Account in accordance with the NTL.

*Receipt of Sidara Initial Funding Tranche*

- 8.6 Promptly following receipt of the Sidara Initial Funding Tranche by the Escrow Agent pursuant to the delivery by the Parent Company of the utilisation request under the Sidara Initial Facility in accordance with Clause 8.1(F)(b) above, and in any case within one Business Day following receipt, the Sidara Funding Notice shall be delivered to the NTL Agent and the Creditor Advisers in accordance with the terms of the Escrow Agreement.
- 8.7 On receipt of the Sidara Funding Notice the NTL Agent shall instruct the Escrow Agent to release the NTL Participant Funded Amounts (Tranche B) in accordance with the Escrow Agreement simultaneously with the Sidara Initial Funding Tranche.

8.8 If the Sidara Funding Notice is not received within [three Business Days] of the Tranche B Funding Date:

- (A) a mandatory prepayment event in respect of all amounts under Tranche B shall occur under the NTL; and
- (B) the Escrow Agent shall return the NTL Participant Funded Amounts (Tranche B) to NTL Agent.;

in each case, in accordance with the NTL.

## **9. CONDITIONS SUBSEQUENT**

9.1 As soon reasonably practicable and, in any event, no later than 90 days following the A&E Effective Date, the Parent Company undertakes that it shall use reasonable endeavours to:

- (A) procure that all necessary registrations, filings, endorsements, notarisations, stampings and/or notifications required for the purpose of perfecting the A&E Effective Date Security Documents are completed, complied with and/or delivered;
- (B) procure that all necessary registrations, filings, endorsements, notarisations, stampings and/or notifications required in relation to the Global Deed of Release are completed, complied with and/or delivered; and
- (C) procure that the Conditions Subsequent Security Documents are dated, completed, released and delivered and all appropriate registrations, filings, endorsements, notarisations, stampings and/or notifications required for the purpose of perfecting the Conditions Subsequent Security Documents are completed, complied with and/or delivered as soon as reasonably practicable thereafter,

in each case, in accordance with the terms of the relevant A&E Effective Date Security Document, the Global Deed of Release or Conditions Subsequent Security Document (as applicable).

## **10. CONFIRMATIONS**

10.1 Each of the Existing Debt Documents and any document executed or entered into pursuant thereto in each case which has been executed or entered into prior to the A&E Effective Date shall continue in full force and effect save as expressly amended, amended and restated, or terminated pursuant to the terms of this Deed, any Amendment Agreement or any New Finance Document.

10.2 This Deed shall not prejudice or affect any liability of any party which may have arisen under the Existing Debt Documents prior to the A&E Effective Date or to waive or modify any obligation thereunder to the extent that it was to be performed or observed at any time prior to the A&E Effective Date.

- 10.3 Each Existing Obligor confirms and acknowledges that, except as expressly provided for in this Deed, the Lock-up Agreements, the Amendment Agreements, the Amended and Restated Finance Documents and the New Finance Documents, the obligations of the Existing Obligors under the Existing Debt Documents will continue in full force and effect, and are not in any way suspended, terminated or discharged, notwithstanding the occurrence of the A&E Effective Date.

## **11. REPRESENTATIONS AND WARRANTIES**

- 11.1 Each Obligor represents and warrants to the other Parties as at the Effective Date and the A&E Effective Date as follows:

- (A) it is duly incorporated under the laws of its jurisdiction of incorporation;
- (B) its Memorandum and Articles of Association or other constitutional documents give it power and all necessary corporate or other authorities have been obtained and all necessary action taken, for it and if applicable, the duly authorised attorney acting on its behalf, to enter into this Deed and the transactions and amendments contemplated hereby and this Deed and, as at the A&E Effective Date, the New Finance Documents and the Amended and Restated Finance Documents constitute its valid, legal and binding obligations;
- (C) neither the signing and the delivery of this Deed nor the performance of any of the transactions or amendments contemplated hereby does or will contravene or constitute a default under or cause to be exceeded any limitation in its powers or any law or regulation by which it or any of its assets is bound or affected or its Memorandum and Articles of Association or other constitutional documents;
- (D) the obligations expressed to be assumed by it in this Deed are, subject to any general principles of law limiting its obligations and referred to in any Legal Opinion, legal, valid, binding and enforceable obligations; and
- (E) the Existing Debt Documents, prior to the execution of this Deed, were each in full force and effect and had not been terminated since they were originally executed except as described in this Deed.

## **12. TRANSFERS OR ASSIGNMENTS**

- 12.1 Each Existing Creditor undertakes to procure that, in respect of any transfer or assignment of a participation in an Existing Debt Document at any time in the period commencing on the Effective Date and ending on the date of the A&E Trigger Event Notice:

- (A) such transfer is made in accordance with the terms of the relevant Existing Debt Document;
- (B) any transferee or assignee accedes to this Deed on or prior to the date of the A&E Trigger Event Notice; and

- (C) to the extent such Existing Creditor is a NTL Participant, they, prior to the date of the A&E Trigger Event Notice, (i) update the percentage marked against the Existing Creditor's Instruments recorded in the Existing Creditor's NTL Commitment Letter [(or Proxy and Election Form if applicable)] and (ii) procure that the transferee or assignee confirms the percentage of the Instruments that will apply to the relevant transferred or assigned participations.
- 12.2 Each Existing Creditor undertakes not to transfer or assign a participation in an Existing Debt Document at any time in the period commencing on the date of the A&E Trigger Event Notice and ending on the A&E Effective Date.
- 12.3 Each IF Participant undertakes to procure that, in respect of any transfer or assignment of an IF Participation (as defined in the Core Lock-Up Agreement) at any time in the period commencing on the Effective Date and ending on the date of the A&E Trigger Event Notice:
  - (A) such transfer is made in accordance with the terms of the Interim Facility; and
  - (B) any transferee or assignee accedes to this Deed on or prior to the date of the A&E Trigger Event Notice.
- 12.4 Each IF Participant undertakes not to transfer or any IF Participation (as defined in the Core Lock-Up Agreement) at any time in the period commencing on the date of the A&E Trigger Event Notice and ending on the A&E Effective Date.

### **13. AUTHORISATION AND CONSENT**

- 13.1 Each Party who is also a party to an Existing Debt Document hereby consents to the implementation of the transactions contemplated by this Deed.
- 13.2 Each of:
  - (A) the RCF Creditors instruct the RCF Agent to enter into this Deed and any other relevant A&E Implementation Document and any other document specifically contemplated by this Deed and any A&E Implementation Document to be entered into by the RCF Agent;
  - (B) the Term Loan Creditors instruct the Term Loan Agent to enter into this Deed and any other relevant A&E Implementation Document and any other document specifically contemplated by this Deed and any A&E Implementation Document to be entered into by the Term Loan Agent;
  - (C) the EGF Participants instruct the EGF Agent to enter into this Deed and any other relevant A&E Implementation Document and any other document specifically contemplated by this Deed and any A&E Implementation Document to be entered into by the EGF Agent;
  - (D) the NTL Participants instruct the NTL Agent to enter into this Deed and any other relevant A&E Implementation Document and any other document specifically

contemplated by this Deed and any A&E Implementation Document to be entered into by the NTL Agent; and

- (E) the RCF Creditors, the Term Loan Creditors, the EGF Participants and the NTL Participants (in their capacity as "Secured Parties" under the terms of the Intercreditor Agreement) instruct the Security Agent to enter into this Deed and any other relevant A&E Implementation Document and any other document specifically contemplated by this Deed to be entered into by the Security Agent,

and accept and agree that such Administrative Party is entering into this Deed and the relevant A&E Implementation Documents on the basis of such instructions[ and has not made any independent assessment of the terms of merits of the Scheme].

13.3 Each of the IF Participants instruct:

- (A) the IF Agent to enter into this Deed and any other relevant A&E Implementation Document and any other document specifically contemplated by this Deed and any A&E Implementation Document to be entered into by the IF Agent; and
- (B) (in their capacity as "Secured Parties" under the terms of the Interim Facility) instruct the IF Security Agent to enter into this Deed and any other relevant A&E Implementation Document and any other document specifically contemplated by this Deed to be entered into by the IF Security Agent,

and accept and agree that such Administrative Party is entering into this Deed and the relevant A&E Implementation Documents on the basis of such instructions.

13.4 Each Creditor and each IF Participant waives any requirement to comply with any formalities in relation to the prepayment or repayment of any amounts outstanding under the Existing Debt Documents or the Interim Facility (as applicable) (including, without limitation, the delivery of any prepayment notices) which would otherwise be required as a result of any steps to be undertaken in accordance with this Deed.

## 14. RELEASES IN CONNECTION WITH THE A&E TRANSACTION

14.1 For the benefit of each past and present director of each company in the Group (together the **"Released Persons"**), with effect from the A&E Effective Date, each Creditor (each in such capacity) (the **"Releasing Parties"**) hereby irrevocably and unconditionally:

- (A) releases to the maximum extent permitted by law, any liability which the Released Persons may have to any Releasing Party; and
- (B) waives each and every claim any Releasing Party (in such capacity) may have against the Released Persons,

in each case in respect of any damage, loss or liability arising as a result of the negotiation, preparation and implementation of [the Scheme (to the extent applicable),] the A&E Transaction and/or this Deed (other than the liability arising in respect of any amount due under this Deed,

the A&E Implementation Documents, the Amended and Restated Finance Documents and the New Finance Documents).

14.2 For the benefit of each of the Relevant Group Entities, with effect from the A&E Effective Date, the Releasing Parties hereby irrevocably and unconditionally:

- (A) release to the maximum extent permitted by law, any liability which the Relevant Group Entity may have to any Releasing Party; and
- (B) waive each and every claim a Releasing Party (in such capacity) may have against the Relevant Group Entity,

in each case in respect of any damage, loss or liability arising as a result of the negotiation, preparation and implementation of [the Scheme (to the extent applicable),] the A&E Transaction and/or this Deed (other than the liability arising in respect of any amount due under this Deed, the A&E Implementation Documents or the Amended and Restated Finance Documents and the New Finance Documents).

14.3 For the benefit of each of the Releasing Parties, with effect from the A&E Effective Date, the Parent Company and the Relevant Group Entities, hereby irrevocably and unconditionally:

- (A) release to the maximum extent permitted by law, any liability which any of the Releasing Parties may have to the Parent Company or any Relevant Group Entity; and
- (B) waive each and every claim the Parent Company or any Relevant Group Entity may have against any of the Releasing Parties,

in each case in respect of any damage, loss or liability arising as a result of the negotiation, preparation and implementation of [the Scheme,] the A&E Transaction and/or this Deed.

14.4 For the benefit of each of the Releasing Parties, with effect from the A&E Effective Date, the other Releasing Parties, hereby irrevocably and unconditionally:

- (A) release to the maximum extent permitted by law, any liability which any of the Releasing Parties may have to any other Releasing Party; and
- (B) waive each and every claim the Releasing Parties may have against any of the other Releasing Parties,

in each case in respect of any damage, loss or liability arising as a result of the negotiation, preparation and implementation of [the Scheme (to the extent applicable),] the A&E Transaction and/or this Deed.

14.5 For the benefit of each Adviser, with effect from the A&E Effective Date, the Releasing Parties, the Parent Company and the Relevant Group Entities each hereby irrevocably and unconditionally:

- (A) release to the maximum extent permitted by law, any liability which any Adviser may have to any Releasing Party, the Parent Company or any Relevant Group Entity; and
- (B) waive each and every claim any Releasing Party (in such capacity), the Parent Company or any Relevant Group Entity may have against any Adviser,

in each case in respect of any damage, loss or liability arising as a result of the negotiation, preparation and implementation of [the Scheme (to the extent applicable),] the A&E Transaction and/or this Deed, provided that nothing in this Deed shall release any liability owed by any Adviser, or waive any claim against any Adviser, in each case owed to or held by (i) any of its clients; or (ii) any other person to whom such Adviser has agreed to issue an opinion or advice on which such person is entitled to rely (whether subject to a limit on liability or otherwise).

14.6 Each release, waiver and discharge effected by the terms of Clause 14.1 to 14.5 above shall not extend to:

- (A) any liability arising out of or resulting from wilful misconduct, gross negligence or fraud (or any claim relating to such liability);
- (B) any claims or liability arising out of or in connection with (including any Default or Event of Default (as defined in the Amended and Restated Finance Documents or New Finance Documents) occurring in connection with) any breach by any Relevant Group Entity of, or any Released Person causing any Relevant Group Entity to breach, any terms of the A&E Implementation Documents, any Amended and Restated Finance Documents or any New Finance Documents or any documents entered into pursuant to the foregoing, including taking, encouraging, assisting or supporting any action which would or would reasonably be expected to cause or encourage any Relevant Group Entity to breach any terms of such documents, and including any misrepresentation or breach of warranty under the relevant documents;
- (C) any claims in respect of the payments to be made by the Parent Company pursuant to Clause [•] of this Deed;
- (D) in the case of Clause 14.3, any liability or obligations of the Releasing Parties under the A&E Implementation Documents or the Amended and Restated Finance Documents; and
- (E) the obligations of the Existing Obligors under the Existing Debt Documents, which will continue in full force and effect, and are not in any way suspended, terminated or discharged, notwithstanding the occurrence of the A&E Effective Date (except as otherwise expressly provided for in this Deed, the Lock-up Agreements, the Amendment Agreements, the Amended and Restated Finance Documents and the New Finance Documents).

## **15. TERMINATION**

- 15.1 Subject to Clause 16 (*Survival*), this Deed will terminate automatically and without the need for any further action by or on behalf of any person or Party if the A&E Effective Date has not occurred on or before the Long-Stop Date.
- 15.2 This Deed will terminate automatically and without the need for any further action by or on behalf of any person or Party if the Core Lock-Up Agreement terminates other than in accordance with clause [11.2(E)] of the Core Lock-Up Agreement.
- 15.3 In the event of the termination of this Deed under this Clause 15, the Parties reserve any and all rights and remedies they may have against any of the other Parties which have accrued or arisen prior to the Termination Date and agree that after the Termination Date, they may enforce those rights and remedies to their full extent notwithstanding the termination of this Deed or any term to the contrary contained herein.
- 15.4 If this Deed terminates in accordance with its terms prior to the occurrence of the A&E Effective Date then the Parties agree:
- (A) that any of the steps completed or actions taken under this Deed prior to termination will be deemed not to have been completed or taken and shall have no legal or binding effect (in law or otherwise) and will be deemed to be null and void and to have never occurred pursuant to [the Scheme or] this Deed; and
  - (B) following termination, to the extent permitted by law, to take such steps necessary or desirable to reverse any steps already taken in contemplation of the implementation of the A&E Transaction provided that no Party shall be required to incur any material out-of-pocket costs or expenses unless the Parent Company has agreed in writing to meet those costs or expenses.

## **16. SURVIVAL**

The rights (and obligations) of the Parties under Clause 4 (*Steps preceding the Effective Date*), Clause 14 (*Releases in connection with the A&E Transaction*), this Clause 16 and Clauses 19 (*Notices*) to 26 (*Governing Law and Jurisdiction*), and the rights and obligations of the Parties in respect of breaches of this Deed which have accrued prior to the Termination Date shall, in each case, continue notwithstanding the occurrence of the Termination Date.

## **17. COSTS AND EXPENSES**

- 17.1 The Parent Company must pay or procure the payment of all outstanding invoices issued on or prior to 5pm on the date falling three Business Days prior to the A&E Effective Date by the Creditor Legal Advisers, the Creditor Financial Advisers, the RCF Agent, the Term Loan Agent and the Security Agent.

## 18. FURTHER ASSURANCE

Each Party shall promptly, at the request of any other Party, execute and deliver such other documents, notices or instructions and take such actions reasonably necessary or desirable to implement the transactions, releases and discharges contemplated by [the Scheme,] the A&E Transaction and this Deed provided that no Party shall be required to incur any material out-of-pocket costs or expenses unless the Parent Company has agreed in writing to meet those costs or expenses.

## 19. NOTICES

19.1 All notices to be given under or in connection with this Deed shall be in writing and:

- (A) in the case of notices to the Parent Company, JWGHL and each Relevant Group Entity, sent by e-mail [REDACTED]
- (B) in the case of notices to Scheme Creditors, posted on the Creditor Website and sent by e-mail to the relevant Creditor Legal Adviser, being:
  - RCF Creditors: [REDACTED];
  - Term Loan Creditors: [REDACTED]; and
  - NPA Creditors: [REDACTED]
- (C) in the case of the EGF Participants, sent by e-mail to the relevant Creditor Legal Adviser, being [REDACTED]
- (D) in the case of the NTL Participants, sent by e-mail to the relevant Creditor Legal Advisers, being [REDACTED] and [REDACTED]
- (E) in the case of the IF Participants, sent by e-mail to the relevant Creditor Legal Advisers, being [REDACTED] and [REDACTED]
- (F) in the case of notices to [REDACTED] sent by e-mail to [REDACTED]<sup>2</sup>;
- (G) in the case of notices to the PNG Creditor, sent by e-mail to [REDACTED]<sup>3</sup>;
- (H) in the case of the RCF Agent, the Term Loan Agent, the EGF Agent and the NTL Agent, sent by e-mail to [REDACTED]<sup>4</sup>;

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<sup>2</sup> Note to draft: [REDACTED] to confirm.

<sup>3</sup> Note to draft: [REDACTED] (PNG) to confirm.

<sup>4</sup> Note to draft: [REDACTED] to confirm.

- (I) in the case of the Security Agent, sent by e-mail to [●]<sup>5</sup>;
- (J) in the case of the IF Agent, sent by e-mail to [●]<sup>6</sup>; and
- (K) in the case of the IF Security Agent, sent by e-mail to [●]<sup>7</sup>.

19.2 Any notice posted on the Creditor Website or sent by e-mail will be effective at the time of posting or sending (as applicable).

## 20. SPECIFIC PERFORMANCE

The Parties agree that monetary damages would not be a sufficient remedy for the breach by any Party of any term of this Deed. Any non-breaching Party may seek specific performance and injunctive or other equitable relief as a remedy for any such breach. Such remedies shall, however, be cumulative and not exclusive and shall be in addition to any other remedies which any Party may have under this Deed or otherwise.

## 21. COUNTERPARTS

This Deed may be executed and delivered in counterparts, each of which will be deemed an original.

## 22. RIGHTS OF THIRD PARTIES

22.1 Unless otherwise provided in this Deed, no person who is not a Party shall have any right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce any term of this Deed.

22.2 Notwithstanding any terms of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

22.3 Each of the Advisers and the Local Legal Advisers may, subject to this Clause 22 and the Third Parties Act, rely on any Clause of this Deed which expressly confers rights on it.

22.4 Each Released Person and each Releasing Party (to the extent not a party to this Deed) may, subject to this Clause 22 and the Third Parties Act, rely on any Clause of this Deed which expressly confers rights on it.

## 23. AMENDMENTS AND WAIVERS

23.1 Subject to Clauses 23.2 and 23.4 below, this Deed, including the form of any of its Schedules, may be amended or waived only with the prior written consent of all the Parties.

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<sup>5</sup> Note to draft: GLAS to confirm.

<sup>6</sup> Note to draft: [REDACTED] to confirm.

<sup>7</sup> Note to draft: GLAS to confirm.

23.2 This Deed, including the forms of any of its Schedules, may be amended or waived by the Parent Company and:

- (A) in the case of any such amendment or waiver which is minor, technical or administrative in nature or required to correct an error, the Majority Creditors ; and
- (B) without prejudice to paragraph (A) above, in the case of any such amendment which is required or desirable to effect the implementation of the A&E Transaction or this Deed, the Super Majority Creditors .

23.3 For the purposes of Clause 23.2(B), any such consent, amendment or waiver agreed to by the Super Majority Creditors shall only be effective if such Super Majority Creditors also include each of the RCF Group Majority, the Term Loan Group Majority, and the NPA Creditor Majority.

23.4 An amendment or waiver which relates to the rights or obligations of an Administrative Party may not be effected without the prior written consent of that Administrative Party.

23.5 The Parent Company shall notify each Party to this Deed when any amendment or waiver of this Deed is made pursuant to and in accordance with this Clause 23.

23.6 An amendment or waiver referred to in this Clause 23 (*Amendments and Waivers*) shall become effective and binding on all other Parties on receipt of the requisite consents by the Parent Company.

## **24. PARTIAL INVALIDITY**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions under the law of that jurisdiction or any other jurisdiction, nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

## **25. NO LIABILITIES**

The Administrative Parties are parties to this Deed solely for the purposes of giving effect to the authorisations, instructions and directions from the Parties pursuant to [the Scheme and] this Deed and shall incur no liability to any person for so doing except in the case of fraud, wilful misconduct or gross negligence.

## **26. GOVERNING LAW AND JURISDICTION**

26.1 This Deed and any non-contractual obligations arising out of or in connection with this Deed shall be governed by, and shall be construed in accordance with, English law.

26.2 Each Party hereby irrevocably agrees for the exclusive benefit of the other Parties hereto that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Deed (whether contractual or otherwise) and that accordingly

any suit, action or proceeding arising out of or in connection with this Deed (in this Clause 26 referred to as "**Proceedings**") may be brought in such courts.

- 26.3 Each Party hereto irrevocably waives (and irrevocably agrees not to raise) any objection which it may have now or hereafter to the laying of the venue of any Proceedings in the courts referred to in this Clause 26 and any claim that any such Proceedings have been brought in an inconvenient forum and undertakes not to attempt or apply to have any such Proceedings which are brought in such court stayed, suspended or dismissed on any ground as is referred to above, and further irrevocably agrees that a judgment in any Proceedings brought in the courts referred to in this Clause 26 shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.
- 26.4 Nothing contained in Clause 26.2 above shall limit any right to take any Proceedings against any of the Parties hereto in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.
- 26.5 [Nothing contained in Clause 26.2 above shall prejudice the exclusive jurisdiction of the Court in respect of the Scheme.]

**IN WITNESS WHEREOF** the Parties hereto have caused this Deed to be duly executed and delivered the day and year first before written.

**Schedule 1**  
**Parties**

**Part A**  
**Existing Obligors**

<b>Existing Obligor</b>	<b>Registration number (or equivalent, if any), and jurisdiction of incorporation or establishment</b>
John Wood Group plc	SC036219, Scotland
John Wood Group Holdings Limited	SC642609, Scotland
JWGUSA Holdings Limited	SC178512, Scotland
Wood Group Investments Limited	SC301983, Scotland
Wood Group Holdings (International) Limited	SC169712, Scotland
WGPSN (Holdings) Limited	SC288570, Scotland
Wood Group US Holdings, Inc.	Originally incorporated in Nevada with registration number NV20001367493, and converted to a Delaware corporation with registration number 6291384 on 07 October 2021
Amec Foster Wheeler Limited	01675285, England

**Part B**  
**New Obligors**

<b>New Obligor</b>	<b>Registration number (or equivalent, if any), and jurisdiction of incorporation or establishment</b>
Wood Group UK Limited	SC296737 (Scotland)
Wood Group USA, Inc.	801706440 (Texas, USA)
Wood Canada Limited Wood Canada Limitée	1260467-1 (Canada)
Wood Group Norway AS	976 802 357 (Norway)
Wood Australia Pty Limited	ACN 118 514 444 (Australia)
Wood Chile Limitada	76.938.030-2 (Chile)
Amec Foster Wheeler International Limited	03203966 (England)
JWG Investments Limited	SC484872 (Scotland)
Wood Contract Services LLC	6887869 (Delaware, USA)
Wood Iberia S.L.U.	B28138733 (Spain)
Amec Foster Wheeler Energia S.L.U.	B83550236 (Spain)
Mustang International Inc.	803186356 (Texas, USA)
Wood Group PSN, Inc.	C28787-2003 (Nevada, USA)
Wood Group Australia Pty Limited	ACN 101 049 076 (Australia)
PSN Asia Limited	SC317111 (Scotland)

Wood and Company Limited	01580678 (England)
Amec Foster Wheeler USA Corporation	797215 (Delaware, USA)
Wood Group Alaska, LLC	6285793 (Delaware, USA)
Amec Foster Wheeler (Holdings) Limited	00163609 (England)
Wood Group Support Services, Inc.	E0121642008-4 (Nevada, USA)
Wood International Limited	10517856 (England)
Amec Foster Wheeler North America Corp.	2318449 (Delaware, USA)
Wood Group Limited	SC278251 (Scotland)
Wood Group Canada, Inc.	2021618034 (Canada)
Wood Group Engineering (North Sea) Limited	SC030715 (Scotland)
Amec Foster Wheeler Group Limited	04612748 (England)
Amec Foster Wheeler Energy Limited	01361134 (England)
Mustang Engineering Limited	SC273548 (Scotland)
Amec Foster Wheeler Industrial Power Company, Inc.	6136167 (Delaware, USA)
Automated Technology Group Holdings Limited	07871655 (England)
John Wood Group Holdings B.V.	33288422 (Netherlands)
Wood Group Engineering & Operations Support Limited	SC159149 (Scotland)
AFW Finance 2 Limited	09861575 (England)

Amec Foster Wheeler Asia Pacific Pte. Ltd.	200506238H (Singapore)
Wood Group International Services Pte. Ltd.	201005375M (Singapore)
Foster Wheeler Energy Corporation	797216 (Delaware, USA)
Swaggart Brothers, Inc.	101931-91 (Oregon, USA)
Swaggart Logging & Excavation LLC	102908-98 (Oregon, USA)
Wood Transmission and Distribution Limited	11829648 (England)
John Wood Group Finance Limited	16626069 (England)
John Wood Group Funding Limited	16625068 (England)

**Part C**  
**Security Providers**

1. John Wood Group PLC,
2. John Wood Group Holdings Limited
3. JWGUSA Holdings Limited
4. Wood Group Investments Limited
5. Wood Group Holdings (International) Limited
6. WGPSN (Holdings) Limited
7. Wood Group UK Limited
8. JWG Investments Limited
9. PSN Asia Limited
10. Wood Group Limited
11. Wood Group Engineering (North Sea) Limited
12. Mustang Engineering Limited
13. Wood Group Engineering & Operations Support Limited
14. Amec Foster Wheeler Limited
15. Amec Foster Wheeler International Limited
16. Wood and Company Limited
17. Amec Foster Wheeler (Holdings) Limited
18. Wood International Limited
19. Amec Foster Wheeler Group Limited
20. Amec Foster Wheeler Energy Limited
21. Automated Technology Group Holdings Limited
22. AFW Finance 2 Limited

23. Wood Transmission and Distribution Limited
24. Wood Group US Holdings, Inc.
25. Wood Group USA, Inc.
26. Wood Contract Services LLC
27. Mustang International Inc.
28. Wood Group PSN, Inc.
29. Amec Foster Wheeler USA Corporation
30. Wood Group Alaska, LLC
31. Wood Group Support Services, Inc.
32. Amec Foster Wheeler North America Corp.
33. Amec Foster Wheeler Industrial Power Company, Inc.
34. Swaggart Brothers, Inc
35. Swaggart Logging & Excavation LLC
36. Wood Canada Limited
37. Wood Group Canada, Inc.
38. Wood Group Norway AS
39. Wood Australia Pty Limited
40. Wood Group Australia Pty Limited
41. Wood Chile Limitada
42. Wood Iberia S.L.U.
43. Amec Forster Wheeler Energia S.L.U.
44. John Wood Group Holdings B.V.
45. Amec Foster Wheeler Asia Pacific Pte Limited
46. Wood Group International Services Pte Limited

47. FW Investment Holdings S.a.r.l.

48. Wood Italiana S.r.l

49. PSN Overseas Limited

50. Wood UK Limited

51. JWGUSA Holdings, Inc.

52. Foster Wheeler, Inc.

53. Foster Wheeler Continental B.V.

*[Remaining parts of Schedule 1 excluded]*

**Schedule 2**  
**Conditions Precedent Documents**

## **Part I**

### **Conditions Precedent Documents**

For purposes of this Schedule, where a defined term is used but not defined in this Deed, that defined term has the meaning given to it in the A&E Implementation Documents and the Amended and Restated Finance Documents.

#### **1. Corporate documentation and authorisations**

- a) A certified copy of the constitutional documents and the certificate of incorporation of each Obligor, each Security Provider and the PNG Loan Counterparty (in relation to each Obligor incorporated in Spain, a literal certificate (certificación literal) issued by the relevant Spanish Commercial Registry, certifying its (i) due incorporation and valid existence (certificación de constitución y existencia), (ii) updated by-laws Registry (certificación de estatutos actualizados y consolidados), (iii) composition of its governing body (certificación de composición del órgano de administración), (iv) lack of causes of liquidation or winding-up (certificación de ausencia de causas de liquidación o disolución), and (v) lack of special situations (ausencia de situaciones especiales), relating to it; and in relation to each Obligor incorporated in Italy, i) a copy of the deed of incorporation (atto costitutivo), ii) a copy of the current by-laws (statuto) in force as at the date of delivery, iii) a copy of a historical certificate ("visura storica") dated as of the certificate under paragraph (f) below, and iv) a certificate of registration (certificato di vigenza) with the relevant Italian Companies' Register, dated as of the certificate under paragraph (f) below, mentioning no commencement of any insolvency procedures affecting such Obligor incorporated in Italy.
- b) A copy of a resolution of the board of directors (or the competent corporate authority) of each Obligor and each Security Provider (or, in the case of the Parent Company, a committee of its board of directors):
  - a. approving the terms of, and the transactions contemplated by this Deed, the A&E Implementation Documents and the Amended and Restated Finance Documents to which it is or will be a party and resolving that it execute, deliver and perform the A&E Implementation Documents to which it is or will be a party;
  - b. authorising a specified person or persons to execute this Deed and the A&E Implementation Documents to which it is a party on its behalf; and
  - c. authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including any Utilisation Request) to be signed and/or despatched by it under or in connection with this Deed and the A&E Implementation Documents to which it is a party.
- c) A copy of a resolution of the board of directors of the Parent Company establishing the committee referred to in paragraph (b) above.
- d) To the extent required by its constitutional documents or applicable law, a copy of a resolution signed by all of the holders of the issued or allotted shares in each Obligor and each Security Provider (other than the Parent Company) who are entitled to vote on such resolution approving the terms of, and the transactions contemplated by this Deed and the A&E Implementation Documents and the Amended and Restated Finance Documents to which it is or will be a party.
- e) A specimen of the signature of each person authorised in accordance with paragraph 1(b) above on behalf of:

- a. each Obligor to execute or witness the execution of any A&E Implementation Document or to sign or send any document or notice in connection with any A&E Implementation Document; and
  - b. each Security Provider to execute or witness the execution of any A&E Effective Date Security Document or to sign or send any document or notice in connection with any A&E Effective Date Security Document.
- f) A certificate of each Obligor addressed to the RCF Agent, the Term Loan Agent, the NPA Creditors, the EGF Agent and the NTL Agent dated no earlier than the Effective Date and providing reliance up to and including the A&E Effective Date:
  - a. confirming that the execution of and assumption of obligations under the A&E Implementation Documents does not and will not breach any borrowing, guarantee, security or any other similar limit binding on any Obligor; and
  - b. certifying that each copy document specified in this Schedule is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of the Effective Date Notice.
- g) In respect of each Obligor incorporated in Australia, a certificate (signed by a director) confirming that it is not prevented by Chapter 2E or any other provision of the Corporations Act 2001 (Cth) of Australia from entering into and performing any of the A&E Implementation Documents and Amended and Restated Finance Documents to which it is expressed to be a party.
- h) In respect of each Obligor incorporated in the Netherlands:
  - a. an up-to-date extract from the Dutch trade register (*handelsregister*) relating to it dated no earlier than 5 Business Days prior to the date of this Deed;
  - b. a copy of a resolution of its general meeting of shareholders approving the execution of, and the terms of, and the transactions contemplated by, the A&E Implementation Documents and the Amended and Restated Finance Documents;
  - c. a copy of a resolution of its board of supervisory directors (if any) approving the execution of, and the terms of, and the transactions contemplated by, the A&E Implementation Documents and the Amended and Restated Finance Documents;
  - d. evidence of positive or neutral advice of any works council which has advisory rights in respect of the entry into and performance of the transactions contemplated in the A&E Implementation Documents and the Amended and Restated Finance Documents which, if conditional, contains conditions that can reasonably be complied with and would not cause a breach of any term of any A&E Implementation Document or Amended and Restated Finance Document.
- i) A certificate of each Security Provider addressed to the Security Agent dated no earlier than the Effective Date and providing reliance up to and including the A&E Effective Date certifying that each copy A&E Effective Date Security Document is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of the Effective Date Notice.
- j) To the extent applicable under relevant law, evidence that the agents or attorneys (as applicable) of the Obligors under the A&E Implementation Documents and the Amended and Restated Finance Documents for service of process in England and Wales, have accepted their respective appointments.
- k) In respect of each Obligor and Security Provider that is organised in the US:
  - a. a certificate of the chief financial officer, treasurer or assistant treasurer or, if there is no chief financial officer, treasurer or assistant treasurer, the president of such Obligor incorporated in the US, in form and substance reasonably satisfactory to the Agent, certifying as to the solvency of such Obligor after consummation of the

- transactions contemplated by the A&E Implementation Documents and the Amended and Restated Finance Documents to which it is or will be a party; and
  - b. a certificate confirming the existence and good standing (including verification of tax status, if generally available) of such Obligor or such Security Provider (as applicable) from the appropriate governmental authorities in such Obligor's or such Security Provider's jurisdiction of organisation issued not more than two Business Days prior to the date of this Agreement; and
  - c. Customary UCC lien search reports with respect to each Obligor which is or will be a party to any A&E Implementation Documents and the Amended and Restated Finance Documents governed by any US law.
- l) In respect of Wood Group US Holdings, Inc:
- a. a certificate of conversion from the Secretary of State of the State of Delaware of the conversion of Wood Group US Holdings, Inc to a Delaware corporation; and
  - b. a copy of a certificate from the Secretary of State of the State of Nevada evidencing the conversion of Wood Group US Holdings, Inc to a Delaware corporation.
- m) A certificate of the Parent Company (signed by a director) confirming:
- a. that the aggregate EBITDA and aggregate revenue from continuing operation of the Original Guarantors other than the Parent Company represents not less than 80 per cent of the consolidated EBITDA of the Group and consolidated aggregate revenue from continuing operations of the Group; and
  - b. the list of Material Subsidiaries (as determined by reference to the Original Financial Statements).
- n) If any Obligor qualifies as a "legal entity customer" under the Beneficial Ownership Regulation (as defined in the Amended and Restated RCF), a Beneficial Ownership Certification (as defined in the Amended and Restated RCF) in relation thereto.
- o) A copy of any other authorisation or other document, opinion or assurance which is in the control of the members of the Group, which the Majority Creditors (acting reasonably) have notified the Parent Company is necessary or desirable in connection with the entry into and performance of, and the transactions contemplated by, any A&E Implementation Document or for the validity and enforceability of any A&E Implementation Document.

## 2. A&E Implementation Documents

A copy of each of the following A&E Implementation Documents duly executed by each party to it:

- (a) this Deed;
- (a) each Amendment Agreement (in each case, appending an execution version of the relevant Amended and Restated Finance Document); and
- (b) each New Finance Document.

## 3. A&E Effective Date Security Documents

- a) A copy of each of the following A&E Security Documents duly executed by each party to it to be delivered in accordance with Clause 7 of this Deed:

	<b>A&amp;E Security Document</b>	<b>Name of Security Providers</b>	<b>Governing law</b>
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1.	All asset security agreement	<ul style="list-style-type: none"> <li>i. Amec Foster Wheeler Limited</li> <li>ii. Amec Foster Wheeler International Limited</li> <li>iii. Wood and Company Limited</li> <li>iv. Amec Foster Wheeler (Holdings) Limited</li> <li>v. Wood International Limited</li> <li>vi. Amec Foster Wheeler Group Limited</li> <li>vii. Amec Foster Wheeler Energy Limited</li> <li>viii. Automated Technology Group Holdings Limited</li> <li>ix. AFW Finance 2 Limited</li> <li>x. Wood Transmission and Distribution Limited</li> <li>xi. John Wood Group Finance Limited</li> <li>xii. John Wood Group Funding Limited</li> </ul>	English law
2.	Share pledge	<ul style="list-style-type: none"> <li>i. John Wood Group Holdings Limited</li> <li>ii. Wood Group Engineering &amp; Operations Support Limited</li> <li>iii. Foster Wheeler Europe</li> </ul>	English law
3.	Fixed charge over bank accounts and assignment of intragroup receivables	<ul style="list-style-type: none"> <li>i. Wood Iberia S.L.U.</li> <li>ii. Amec Foster Wheeler Asia Pacific Pte Ltd.</li> </ul>	English law
4.	Security agreement in respect of bank accounts	<ul style="list-style-type: none"> <li>i. John Wood Group Finance Limited</li> <li>ii. John Wood Group Funding Limited</li> </ul>	English law
5.	Security agreement in respect of insurance and contractual rights	<ul style="list-style-type: none"> <li>i. John Wood Group PLC</li> </ul>	English law
6.	All asset security agreement	<ul style="list-style-type: none"> <li>i. John Wood Group PLC</li> <li>ii. John Wood Group Holdings Limited</li> <li>iii. JWGUSA Holdings Limited</li> <li>iv. WGPSN (Holdings) Limited</li> <li>v. Wood Group Holdings (International) Limited</li> <li>vi. Wood Group Investments Limited</li> <li>vii. PSN Asia Limited</li> <li>viii. Wood Group Engineering (North Sea) Limited</li> <li>ix. Wood Group Limited</li> <li>x. Wood Group UK Limited</li> <li>xi. Wood Group Engineering &amp; Operations Support Limited</li> <li>xii. JWG Investments Limited</li> <li>xiii. Mustang Engineering Limited</li> </ul>	Scots law
7.	Statutory pledge over shares	<ul style="list-style-type: none"> <li>i. John Wood Group PLC</li> <li>ii. John Wood Group Holdings Limited</li> <li>iii. JWGUSA Holdings Limited</li> <li>iv. WGPSN (Holdings) Limited</li> <li>v. Wood Group Investments Limited</li> </ul>	Scots law

		vi. Wood Group Engineering & Operations Support Limited	
8.	Charge over receivables	i. AFW Finance 2 Limited ii. Wood International Limited iii. Amec Foster Wheeler Group Limited iv. Amec Foster Wheeler Limited v. Wood Chile Limitada vi. Wood Canada Limited vii. Amec Foster Wheeler Energia S.L.U. viii. Wood Group Norway A.S. ix. John Wood Group Holdings B.V. x. Amec Foster Wheeler International Limited xi. Amec Foster Wheeler Asia Pacific Pte Limited	Scots law
9.	Pledge and security agreement in respect of shares and grant of all-assets security	i. Amec Foster Wheeler Industrial Power Company, Inc. ii. Amec Foster Wheeler North America Corp. iii. Amec Foster Wheeler USA Corporation iv. Foster Wheeler Energy Corporation v. Mustang International, Inc. vi. Swaggart Brothers, Inc. vii. Swaggart Logging & Excavation LLC viii. Wood Contract Services LLC ix. Wood Group Alaska, LLC x. Wood Group PSN, Inc. xi. Wood Group Support Services, Inc. xii. Wood Group USA, Inc. xiii. Wood Group US Holdings, Inc. xiv. Foster Wheeler Inc. xv. Foster Wheeler LLC xvi. JWGUSA Holdings, Inc.	New York law
10.	Multi-Party General Security Agreement	i. Wood Canada Limited ii. Wood Group Canada, Inc.	Laws of Alberta, Canada
11.	Securities pledge	i. Wood Group Holdings (International) Limited	Laws of Alberta, Canada
12.	Securities pledge	i. Wood UK Limited	Laws of Alberta, Canada
13.	Security agreement in respect of accounts, intercompany loans, insurances, trade receivables, inventory and operating assets	i. Wood Group Norway AS	Norwegian law
14.	Share pledge	i. Wood Group Investments Limited	Norwegian law
15.	General security deed	i. Wood Group Australia Pty Ltd ii. Wood Australia Pty Ltd	Laws of Victoria and the Commonwealth of Australia

16.	Share security deed	i. Wood Group Holdings (International) Limited	Laws of Victoria and the Commonwealth of Australia
17.	Omnibus deed of pledge over assets	i. John Wood Group Holdings B.V.	Dutch law
18.	Debenture	i. Amec Foster Wheeler Asia Pacific Pte. Ltd. ii. Wood Group International Services Pte. Ltd.	Singapore law
19.	Share security agreement	i. Wood International Limited ii. PSN Overseas Limited	Singapore law
20.	Notarial deed of pledge of shares in the share capital of John Wood Group Holdings B.V.	i. John Wood Group Holdings Limited iii. John Wood Group Holdings B.V.	Dutch law

- b) A copy of the following A&E Security Document duly executed by each party to it to be delivered in accordance with Clause 7 of this Deed, provided that on or prior to the Effective Date the Italian GP Clearance has been received, otherwise, such other time period agreed upon in writing between the Parent Company and the Security Agent (acting on the instructions of the Majority Creditors), in which case the following A&E Security Document be considered to be a Conditions Subsequent Document):

	<b>A&amp;E Security Document</b>	<b>Name of Security Providers</b>	<b>Governing law</b>
21.	Bank account pledge agreement	Wood Italiana S.r.l.	Italian law

- c) A copy of each of the following A&E Security Documents duly executed by each party to it to be delivered in accordance with Clause 7 of this Deed, provided that on or prior to the Effective Date, either:
- a. a notarial certificate is granted in favour of the Security Agent to execute all Spanish law transaction documents in the name and on behalf of the Secured Parties; or
  - b. powers of attorneys of each of the Secured Parties are executed, notarized and apostilled,

otherwise, such other time period agreed upon in writing between the Security Agent and Majority Creditors, in which case each of the following A&E Security Documents shall be considered to be a Conditions Subsequent Document):

	<b>A&amp;E Security Document</b>	<b>Name of Security Providers</b>	<b>Governing law</b>
22.	Promissory pledge over current and future trade	i. Wood Iberia, S.L.U. ii. Amec Foster Wheeler Energia, S.L.U.	Spanish law

	receivables and arbitral awards		
23.	Share pledge	i. FW Investment Holdings S.à r.l. ii. Amec Foster Wheeler Energia S.L.U.	Spanish law
24.	Pledge over Bank Accounts	Wood Iberia, S.L.U.	Spanish law
25.	A pledge over receivables should there be any receivables to be pledged upon the satisfaction of the conditions precedent	i. Wood Iberia, S.L.U. ii. Amec Foster Wheeler Energia, S.L.U.	Spanish law

d) A copy of the following A&E Security Document duly executed by each party to it to be delivered in accordance with Clause 7 of this Deed, provided that the Italian GP Clearance has been received, and either:

- a. a notarial certificate is granted in favour of the Security Agent to execute all Spanish law transaction documents in the name and on behalf of the Secured Parties; or
- b. powers of attorneys of each of the Secured Parties are executed, notarized and apostilled,

otherwise, where paragraph 3(d)(a) has not been met, such other time period agreed upon in writing between the Parent Company and the Security Agent (acting on the instructions of the Majority Creditors) and where paragraph 3(d)(b) has not been met, such other time period agreed upon in writing between the Security Agent and Majority Creditors, and in either or both cases, the following A&E Security Document shall each be considered to be a Conditions Subsequent Document:

	<b>A&amp;E Security Document</b>	<b>Name of Security Providers</b>	<b>Governing law</b>
26.	Share pledge	i. Wood Italiana S.r.l. ii. Wood Iberia S.L.U.	Spanish law

(e) A copy of the A&E Deed of Guarantee and the Global Deed of Release duly executed by each party to it.

For the purposes of this Schedule 2:

**“Golden Power Authority”** means the Italian Presidency of the Council of Ministers (*Presidenza del Consiglio dei Ministri*) or any other office, department or branch of the Italian Government competent to issue and release the approval under the Italian GP Rules;

**“Italian Credit Support”** means the A&E Deed of Guarantee and Italian Law Security Documents;

**“Italian GP Clearance”** means the obtainment of either:

- a) the Golden Power Authority (a) without conditions, prescriptions, recommendations or similar measures and/or requirements, or (b) with conditions, prescriptions, recommendations or similar measures and/or requirements deemed acceptable by the Company and the Agent (acting on the instructions of the Majority Creditors); or
- b) the silent consent provided for under Article 2 of the Italian GP Rules as a consequence of the expiration of the relevant review period; or
- c) a confirmation by the Golden Power Authority that the creation of the Italian Credit Support does not require approval under the Italian GP Rules; and

**"Italian GP Rules"** means Article 2 of Law Decree 21/2012 and implementing laws and regulations;

**"Italian Law Security Documents"** means: (a) the bank account pledge provided by Wood Italiana S.r.l. and (b) the share pledge provided by Wood Italiana S.r.l.

#### 4. Legal opinions

Each of the following legal opinions:

- a) A legal opinion of Linklaters LLP, legal advisers to the Agent, as to the laws of England and Wales and in respect of each Obligor incorporated under the laws of England & Wales.
- b) A legal opinion of Slaughter and May, legal advisers to the Company, as to the laws of England and Wales as to enforceability of the A&E 2014 NPA Amendment Agreement, the A&E 2018 NPA Amendment Agreement, the A&E 2019 NPA Amendment Agreement, the Amended and Restated NPAs and the Amended and Restated Notes issued thereunder.
- c) A legal opinion of Slaughter and May, legal advisers to the Company, as to the laws of England and Wales as to enforceability of the NTL and the Notes issued thereunder
- d) A legal opinion of Brodies LLP, legal advisers to the Agent, as to the laws of Scotland and in respect of each Obligor incorporated under the laws of Scotland.
- e) A capacity legal opinion of Burness Paull, legal advisers to the Company, as to the laws of Scotland as to capacity of the Company to enter into each of the A&E 2014 NPA Amendment Agreement, the A&E 2018 NPA Amendment Agreement, the A&E 2019 NPA Amendment Agreement, the Amended and Restated NPAs, the Amended and Restated Notes issued thereunder, the NTL and the Notes issued thereunder.
- f) A legal opinion of Cravath, Swaine & Moore LLP, legal advisers to the Company, as to the laws of New York in respect of the A&E 2014 NPA Amendment Agreement, the A&E 2018 NPA Amendment Agreement, the A&E 2019 NPA Amendment Agreement, the Amended and Restated NPAs and the Amended and Restated Notes issued thereunder.
- g) A legal opinion of Cravath, Swaine & Moore LLP, legal advisers to the Company, as to the laws of New York in respect of the NTL and the Notes issued thereunder

- h) A legal opinion of Cravath, Swaine & Moore LLP, legal advisers to the Company, as to the laws of New York and in respect of each Obligor incorporated or formed under the laws of Delaware.
- i) A legal opinion of Womble Bond Dickinson LLP, legal advisers to the Company, in respect of each Obligor incorporated or formed under the laws of Texas and Nevada.
- j) A legal opinion of Stoel Rives LLP, legal advisers to the Company, in respect of each Obligor incorporated or formed under the laws of Oregon.
- k) A legal opinion of DLA Piper (Canada) LLP, legal advisers to the Company, as to the laws of Canada and in respect of each Obligor incorporated under the laws of Canada.
- l) A legal opinion of Stewart McKelvey, legal advisers to the Company, as to the laws of the Province of Newfoundland and Labrador and the laws of Canada applicable therein.
- m) A legal opinion of Advokatfirmaet Schjodt, legal advisers to the Agent, as to the laws of Norway and in respect of each Obligor incorporated under the laws of Norway.
- n) A legal opinion of Allens, legal advisers to the Agent, as to the laws of Australia and in respect of each Obligor incorporated under the laws of Australia.
- o) A legal opinion of Baker & McKenzie (Chile) LLP, legal advisers to the Company, in respect of each Obligor incorporated under the laws of Chile.
- p) A legal opinion of DLA Piper (Spain) LLP, legal advisers to the Company, in respect of each Obligor incorporated under the laws of Spain.
- q) A legal opinion of Linklaters Madrid, legal advisers to the Agent, as to the laws of Spain.
- r) A legal opinion of DLA Piper (Netherlands) LLP, legal advisers to the Company, in respect of each Obligor incorporated under the laws of the Netherlands.
- s) A legal opinion of Linklaters Amsterdam, legal advisers to the Agent, as to the laws of the Netherlands.
- t) A legal opinion of Linklaters Singapore, legal advisers to the Agent, as to the laws of Singapore and in respect of each Obligor incorporated under the laws of Singapore.
- u) Provided that the Italian GP Clearance has been received on or prior to the Effective Date, a legal opinion of Baker & McKenzie (Italy) LLP, legal advisers to the Company, in respect of each Obligor incorporated under the laws of Italy.
- v) Provided that the Italian GP Clearance has been received on or prior to the Effective Date, a legal opinion of Linklaters Milan, legal advisers to the Agent, as to the laws of Italy.
- w) A legal opinion of DLA Piper (Luxembourg) LLP, legal advisers to the Company, as to each [Security Provider] incorporated under the laws of Luxembourg.

## 5. Other documents and evidence

- (a) A copy of the documents referred to in paragraphs (a) (to the extent available) and (b) of the definition of “Original Financial Statements” (as defined in the Amended and Restated RCF).
- (b) A copy of the agreed form of the Monthly Management Accounts.
- (c) A copy of each A&E Consent Document.
- (d) A copy of the Rule 2.7 Announcement.
- (e) A copy of a fee letter executed by the Parent Company and the Security Agent.
- (f) A copy of a fee letter executed by the Parent Company and the RCF Agent.
- (g) A copy of a fee letter executed by the Parent Company and the Term Loan Agent.
- (h) A copy of a fee letter executed by the Parent Company and the EGF Agent.
- (i) A copy of a fee letter executed by the Parent Company and the NTL Agent.
- (j) A copy of duly executed Sidara Initial Facility.
- (k) A copy of a duly executed Receivables Finance Documents.
- (l) A copy of the A&E Trigger Event Notice.
- (m) A copy of the agreed form of the Cashflow Forecast (as defined in the Amended and Restated RCF), provided that its form shall be substantially the same as the Cashflow Forecast (as defined in the March Waiver Letter).
- (n) All “know your customer” information in respect of the Parent Company requested by each Administrative Party (for itself and/or on behalf of the other Finance Parties) and all information required to satisfy the anti-money laundering requirements of each Finance Party, and in the case of the Existing Guarantee Facility, all “know your customer” information and similar checks required by the EGF Agent in respect of each Issuing Bank (as defined in the Existing Guarantee Facility).
- (o) A SWIFT print screen confirming that the Parent Company has wired amounts invoiced in accordance with Clause **Error! Reference source not found. (Error! Reference source not found.)** to the relevant recipients.
- (p) Evidence that any process agent has accepted its appointment.
- (q) Evidence provided by the Parent Company that is satisfactory to the Creditor Advisers that the outstanding invoices in respect of the fees, costs, expenses and disbursements of the Creditor Legal Advisers, Creditor Financial Advisers and the legal advisers to the Creditors in connection with the A&E Transaction (except for Linklaters LLP and Akin Gump LLP) (“**Local Counsel**”), issued on or prior to 5pm (London time) on 1 Business Day prior to the Effective Date by the Creditor Legal Advisers, Creditor Financial Advisers and Local Counsel in connection with the A&E Transaction have been or will be paid by the Parent Company and/or a member of the Group.
- (r) With respect to each Note being issued under an Amended and Restated NPA and the NTL, the following:
  - a. On the A&E Effective Date such Original Holder’s purchase of Notes shall
    - (a) be permitted by the laws and regulations of each jurisdiction to which such Purchaser is subject, without recourse to provisions (such as section 1405(a)(8) of the New York Insurance Law) permitting limited investments by insurance companies without restriction as to the character of the particular investment, (b) not violate any applicable law or regulation

(including, without limitation, Regulation T, U or X of the Board of Governors of the Federal Reserve System) and (c) not subject such Original Holder to any tax, penalty or liability under or pursuant to any applicable law or regulation, which law or regulation was not in effect on the date hereof. If requested by such Original Holder, such Original Holder shall have received an Officer's Certificate certifying as to such matters of fact as such Original Holder may reasonably specify to enable such Original Holder to determine whether such purchase is so permitted.

- b. A Private Placement Number issued by Standard & Poor's CUSIP Service Bureau (in cooperation with the SVO) shall have been obtained for each series of the Notes.
- (s) With respect to each Note being issued under the NTL only:
  - a. At least four Business Days prior to the A&E Effective Date, each Original Holder shall have received written instructions signed by a Responsible Officer on letterhead of the Company confirming the information specified in Section 3 including (a) the name and address of the transferee bank, (b) such transferee bank's ABA number/SWIFT code/IBAN and (c) the account name and number into which the purchase price for the Notes is to be deposited

**Part II**  
**Conditions Subsequent Documents**

**1. Legal opinions**

- (a) A legal opinion of Baker & McKenzie (Chile) LLP, legal advisers to the Company, in respect of each Obligor incorporated under the laws of Chile.

**2. Conditions Subsequent Security Documents**

	<b>A&amp;E Security Document</b>	<b>Name of Security Providers</b>	<b>Governing law</b>	<b>Time period to be granted by or on</b>
1.	Non-possessory pledge ( <i>prenda sin desplazamiento</i> ) over all Wood Chile Limitada's equity rights	<ul style="list-style-type: none"> <li>i. Wood Canada Limited</li> <li>ii. Wood Iberia S.L.</li> <li>iii. Wood Chile Limitada</li> </ul>	Chilean law	Within a period of 30 days from the date of this Deed, with the ability to extend the period by an additional 15 days with the consent of the Majority Creditors.
2.	Collateral Agency Agreement	<ul style="list-style-type: none"> <li>i. John Wood Group Finance Limited</li> <li>ii. Wood Canada Limited</li> <li>iii. Wood Iberia S.L.</li> <li>iv. Wood Chile Limitada</li> </ul>	Chilean law	Within a period of 30 days from the date of this Deed, with the ability to extend the period by an additional 15 days with the consent of the Majority Creditors.

*[Remaining Schedules and signature pages excluded]*