Dated [•] 2025

JOHN WOOD GROUP PLC
(the Company)

JOHN WOOD GROUP HOLDINGS LIMITED
(JWGHL)

THE ENTITIES LISTED IN SCHEDULE 1
(the Noteholders)

AND

CERTAIN OTHER PARTIES LISTED HEREIN

AMENDMENT AND RESTATEMENT DEED

relating to a note purchase agreement originally dated 13 August 2014

Slaughter and May
One Bunhill Row
London EC1Y 8YY

CONTENTS

THIS AMENDMENT AND RESTATEMENT DEED is dated [•] 2025 and made between:

(1) **JOHN WOOD GROUP PLC**, a public limited company registered in Scotland with company number SC036219, whose registered office is situated at Sir Ian Wood House, Altens Industrial Estate, Aberdeen AB12 3LE (the "**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**"); and

(3) **THE ENTITIES** listed in Schedule 2 (*The Noteholders*) as noteholders (the "**Noteholders**"),

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

WHEREAS:

(A) This Deed is supplemental to and, with effect from (and including) the A&E Effective Date, amends and restates the note purchase agreement originally dated 13 August 2014, as amended and/or amended and restated from time to time, including pursuant to the waiver letters dated 29 May 2022, 19 March 2025, 30 April 2025, 30 June 2025 and 30 July 2025, and made between, amongst others, the Company and the Noteholders (the "**Note Purchase Agreement**") pursuant to which the Company issued, amongst others, USD 128,000,000 aggregate principal amount of 3.92% Series C Senior Notes due 13 August 2026 (the "**Original Series C Notes**").

(B) In accordance with [the Scheme[1] and] the terms of the A&E Implementation Deed, the NPA Parties have agreed to amend and restate the Note Purchase Agreement and the Original Series C Notes with effect from (and including) the A&E Effective Date on the terms and conditions set out in this Deed.

(C) The Subsidiary Guarantors shall, with effect from (and including) the A&E Effective Date, guarantee the obligations of the Company under the Amended and Restated Note Purchase Agreement by entering into the Deed of Guarantee.

(D) Paragraph 7 of the Core Lock-up Agreement contains certain waivers which are expressed, subject to conditions set out therein, to continue in full force and effect following the A&E Effective Date, notwithstanding termination of the Core Lock-up Agreement.

(E) [JWGHL is authorised to execute this Deed on behalf of the Noteholders in its capacity as the Noteholders' attorney and agent pursuant to the authority granted to it under the Scheme.]

[1] ***Note**: To be removed prior to execution if the Scheme is not required.*

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalised terms used in this Deed shall, unless otherwise defined in this Deed, have the same meaning given to them in the Amended and Restated Note Purchase Agreement and, in addition, the following terms have the following meanings:

"**A&E Effective Date**" has the meaning given to it in the A&E Implementation Deed;

"**A&E Implementation Deed**" means the implementation deed dated 2025 and entered into, among others, between the Parties to this Deed:

"**A&E Transaction**" has the meaning given to it in the A&E Implementation Deed;

"**Amended and Restated Notes**" means any Note amended and restated pursuant to the terms of this Deed in accordance with the form set out in the Amended and Restated Note Purchase Agreement;

"**Amended and Restated Note Purchase Agreement**" means the Note Purchase Agreement, as amended and restated by this Deed, as set out in Schedule 2 (*Amended and Restated Note Purchase Agreement*);

"**Core Lock-up Agreement**" has the meaning given to it in the A&E Implementation Deed;

"**Deed of Guarantee**" means the deed of guarantee dated 2025 and entered into, among others, between the Subsidiary Guarantors;

"**Effective Date Notice**" has the meaning given to it in the A&E Implementation Deed;

"**New Finance Document**" has the meaning given to it in the A&E Implementation Deed;

"**Note Purchase Agreement**" has the meaning given to it in recital (A) above;

"**NPA Creditor**" has the meaning given to it in the A&E Implementation Deed;

"**NPA Parties**" means the Company and the holders of the Original Series C Notes;

"**Plan B Trigger Event**" has the meaning given to it in the A&E Implementation Deed;

"**Original Series C Notes**" has the meaning given to it in recital (A) above;

["**Scheme**" has the meaning given to it in the A&E Implementation Deed;] and

"**Subsidiary Guarantor**" has the meaning given to it in the Deed of Guarantee,

1.2 Construction

The principles of construction set out in Section 23.5 (*Construction, Etc.*) of the Note Purchase Agreement shall be incorporated into, and apply to, this Deed, *mutatis mutandis*, as if the same had been set out in full herein except that references in such clauses to "this Agreement" are to be construed as references to this Deed.

1.3 Scope

This Deed is supplemental to and, from (and including) the A&E Effective Date, amends and restates the Note Purchase Agreement.

1.4 Third party rights

A person who is not a Party to this Deed has no right under the Contracts (*Rights of Third Parties*) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

1.5 Designation

From (and including) the A&E Effective Date, references in the Finance Documents (other than this Deed) to the Note Purchase Agreement (howsoever described and unless the context requires otherwise) shall be to the Note Purchase Agreement as the same is amended and restated by this Deed.

2. AMENDMENT AND RESTATEMENT OF THE NOTE PURCHASE AGREEMENT

(A) With effect from (and including) the A&E Effective Date, the Note Purchase Agreement shall be amended and restated in the form set out in Schedule 2 (*Amended and Restated Note Purchase Agreement*), which form shall supersede the Note Purchase Agreement in all respects.

(B) The NPA Parties hereby agree that, upon the A&E Effective Date occurring under the A&E Implementation Deed:

(i) the A&E Effective Date shall unconditionally and irrevocably be deemed to have occurred under this Deed without any requirement for any further action, step or confirmation from any Party; and

(ii) the Amended and Restated Note Purchase Agreement shall become fully effective on the terms set out in Schedule 2 (*Amended and Restated Note Purchase Agreement*).

3. AUTOMATIC AMENDMENT OF THE ORIGINAL SERIES C NOTES

Each Original Series C Note outstanding immediately prior to the A&E Effective Date is, without any further action being required by the Noteholders, the Company or any Subsidiary Guarantor or any other person, deemed to be automatically amended on the A&E Effective Date in accordance with Section 2 of the Amended and Restated Note Purchase Agreement. The

Series C Notes and the holders thereof shall be and are entitled to all of the rights and benefits provided therefor in the Amended and Restated Note Purchase Agreement.

4. ISSUANCE AND AMENDMENT OF REGISTERS IN RESPECT OF THE ORIGINAL SERIES C NOTES

(A) Promptly following the occurrence of the A&E Effective Date and in accordance with Section 2 of the Amended and Restated Note Purchase Agreement, the Company shall procure that the registers in respect of the Original Series C Notes are updated to reflect amendments made to the terms of the Original Series C Notes pursuant to the A&E Transaction.

(B) Following the A&E Effective Date, within 5 Business Days of the date of any request from any Noteholder, the Company shall issue the Amended and Restated Notes to the relevant NPA Creditor.

5. REPRESENTATIONS

The Company represents and warrants to each Noteholder that on:

(A) the date of this Deed; and

(B) the A&E Effective Date,

the Repeating Representations are true, by reference to the facts and circumstances then existing.

6. CONSENTS

On the A&E Effective Date, the Company:

(A) confirms its acceptance of the Amended and Restated Note Purchase Agreement; and

(B) agrees that it is bound by the terms of the Amended and Restated Note Purchase Agreement.

7. COUNTERPARTS

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

8. EXECUTION AS A DEED

Each of the Parties to this Deed intends it to be a deed and confirms that it is executed and delivered as a deed, in each case notwithstanding the fact that any one or more of the Parties may only execute it under hand.

9. GOVERNING LAW AND JURISDICTION

9.1 Governing law

This Deed is governed by English law. Any matter, claim or dispute arising out of or in connection with this Deed, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.

9.2 Jurisdiction

(A) The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, including a dispute regarding the existence, validity or termination of this Deed or relating to any non-contractual obligation arising out of or in connection with this Deed (a "**Dispute**").

(B) The Parties agree that the courts of England and Wales are most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

IN WITNESS of which this document has been executed as a deed on the date which first appears above.

SIGNATURES

[*Execution blocks to be inserted*]

Schedule 1
Noteholders

Column A	Column B	Column C	Column D	Column E
Noteholder	United States Tax Identification Number	Original Series C Notes principal amount held	Specified C1 Note Amount	Specified C2 Note Amount
[redacted]				

Schedule 2
Amended and Restated Note Purchase Agreement

Agreed form[1]

JOHN WOOD GROUP PLC

U.S.$[●]

3.92% Series C1 Senior Notes due on the Series C Maturity Date (as defined in this Agreement)

and

U.S.$[●]

3.92% Series C2 Senior Notes due on the Series C Maturity Date (as defined in this Agreement)

_____

NOTE PURCHASE AGREEMENT

AS AMENDED AND RESTATED PURSUANT TO AN AMENDMENT AND RESTATEMENT DEED DATED [●], 2025

_____

Originally dated as of August 13, 2014

[1] ***Note:*** *The changes agreed to this A&R 2014 NPA shall be reflected across the 2018 NPA and 2019 NPA, with such conforming changes as may be required, subject to the inclusion of the following amendments (in underline) to the definition of "Remaining Scheduled Payments" in Section 8.8 of the 2018 NPA and the 2019 NPA:* ***"Remaining Scheduled Payments"*** *means, with respect to the Called Principal of any Note of any series, all payments of such Called Principal and interest thereon that would be due after the Settlement Date with respect to such Called Principal if no payment of such Called Principal were made prior to its scheduled due date, provided that (i) the scheduled due date of such Note shall be deemed to be the maturity date of such Note immediately prior to the A&E Effective Date (the "**Original Maturity Date**"), and (ii) payments of interest shall be deemed to be scheduled to be paid on each Interest Payment Date between the stated Maturity Date of such Note and the Original Maturity Date of such Note, provided that if such Settlement Date is not a date on which interest payments are due to be made under the Notes, then the amount of the next succeeding scheduled interest payment will be reduced by the amount of interest accrued to such Settlement Date and required to be paid on such Settlement Date pursuant to Section 8.2 or 12.1.*

THIS AGREEMENT IS SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT, AS DESCRIBED IN THIS AGREEMENT

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Exhibit QPP	—	Form of QPP Certificate

John Wood Group PLC
Sir Ian Wood House
Harness Road
Altens, Industrial Estate
Aberdeen AB12 3LE
United Kingdom

3.92% Series C1 Senior Notes due on the Series C Maturity Date

3.92% Series C2 Senior Notes due on the Series C Maturity Date

[●], 2025

This Agreement sets out the amended and restated terms of the Original Note Purchase Agreement agreed by each of John Wood Group PLC, a public limited company incorporated and registered in Scotland with company number SC036219 (the "**Company**") and each of the holders of Notes (as defined in this Agreement) as at the A&E Effective Date (each an "**Original Holder**") pursuant to a first amendment and restatement deed relating to this Agreement and the Notes and dated [●], 2025 (the "**First Amendment and Restatement Deed**"), entered into by, among others, the Company, the Original Holders and the Subsidiary Guarantors on the A&E Effective Date.

1. AUTHORIZATION OF NOTES; ESTABLISHMENT OF SERIES; SUBSIDIARY GUARANTEES.

1.1 Background.

(a) The Company authorized the issue and sale, on or about August 9, 2014 of, among other things, U.S.$128,000,000 aggregate principal amount of its 3.92% Series C Senior Notes due on August 13, 2026 (the "**Existing Series C Notes**"), in each case upon the terms and subject to the conditions specified in the Original Note Purchase Agreement. As at the Effective Date, the Company has outstanding US$128,000,000 in aggregate principal amount of its 3.92% Existing Series C Notes (the "**2014 Notes**").

(b) Pursuant to the Amendment and the Restatement Agreement and the A&E Implementation Deed and on the terms provided for in Section 2 below the Existing Series C Notes have been amended and restated, on the A&E Effective Date, into two separate series on otherwise identical terms (the "**Series C1 Notes**" and the "**Series C2 Notes**", respectively, and together, the "**Series C Notes**" or the "**Notes**") with a new maturity date of the Series C Maturity Date. The Series C Notes shall be substantially in the respective forms set out in Exhibits 1(a)(i) and 1(a)(ii). References in this Agreement to the "**Original Series C Notes**" are to the 2014 Notes as issued in their original form on August 13, 2014 (as defined below).

(c) Certain capitalized and other terms used in this Agreement are defined in Schedule 1. References to a "**Schedule**" or an "**Exhibit**" are, unless otherwise specified, to a

Schedule or an Exhibit attached to this Agreement. References to a "**Section**" are references to a Section of this Agreement unless otherwise specified.

(d) The payment of the Notes and the performance by the Company of its obligations under this Agreement may, from time to time, be guaranteed by other members of the Group (each being a "**Subsidiary Guarantor**"), pursuant to the Deed of Guarantee (as amended from time to time).

1.2 Guarantee and Security.

(a) The payment of the Notes and the performance by the Company of its obligations under the Finance Documents will be (a) unconditionally guaranteed by the Subsidiary Guarantors pursuant to the Deed of Guarantee and (b) secured pursuant to the Transaction Security Documents.

2. SALE AND PURCHASE OF THE NOTES.

(a) The Company issued and sold the Original Series C Notes pursuant to the Original Note Purchase Agreement at the purchase price of 100% of the principal amount thereof.

(b) On the A&E Effective Date, each Original Series C Note held by each Original Holder which is not an Elevated Holder (a "**Non-Elevated Holder**") as at the Effective Date will be deemed amended and restated in the form of the Series C2 Note (the "**Non-Elevated Amended and Restated Note**s"). With effect from the A&E Effective Date, the Original Series C Note held by each Non-Elevated Holder shall be construed such that the principal amount thereof remains as stated in the Original Series C Note held by such Non-Elevated Holder and the Company shall update the register maintained by it pursuant to Section 14.1 to reflect that (a) each Non-Elevated Holder is a holder of a Series C2 Note in principal amount equal to the Original Series C Note held by it immediately prior to the Effective Date, and (b) the maturity date of the Series C2 Notes is the Series C Maturity Date.

(c) On the A&E Effective Date, each Elevated Holder will be issued a Series C1 Note in the principal amount specified in column D of Schedule 1 to the First Amendment and Restatement Deed (the "**Elevated Principal Amount**").

(d) With effect from the A&E Effective Date, the Original Series C Note held by each Elevated Holder as at the A&E Effective Date will be deemed amended and restated in the form of the Series C2 Notes. With effect from the A&E Effective Date, each Original Series C Note held by each Elevated Holder as specified in column C of Schedule 1 to the First Amendment and Restatement Deed shall be construed such that the principal amount thereof is an amount equal to the amount specified opposite that Original Series C Notes in column E of Schedule 1 to the First Amendment and Restatement Deed (the "**Specified C2 Note Amount**") and the Company shall update the register maintained by it pursuant to Section 14.1 to reflect that (a) each Elevated Holder is a holder of Series C2 Notes in principal amount equal to the applicable Specified C2 Note Amount, and (b) the maturity date of the Series C2 Notes is the Series C Maturity Date.

(e) With effect from the A&E Effective Date, each Elevated Holder specified in column A of Schedule 1 of the First Amendment and Restatement Deed shall be entitled to receive a Series C1 Note in principal amount equal to the amount specified opposite its name in column D of Schedule 1 to the First Amendment and Restatement Deed (the "**Specified C1 Note Amount**") and the Company shall update the register maintained by it pursuant to Section 14.1 to reflect that (a) each Elevated Holder is a holder of Series C1 Notes in principal amount equal to the applicable Specified C1 Note Amount, and (b) the maturity date of the Series C1 Notes is the Series C Maturity Date.

(f) Each Original Holder's obligations hereunder are several and not joint obligations and no Original Holder shall have any liability to any Person for the performance or non-performance of any obligation by any other Original Holder hereunder.

3. CLOSING.

(a) The sale and purchase of the Original Series C Notes occurred on August 13, 2014 and the conditions precedent to the purchase of the Original Series C Notes specified in the Original Note Purchase Agreement are no longer relevant. In this Agreement, unless a contrary intention appears, any reference to "the date of Closing" is a reference to August 13, 2014.

(b) On the A&E Effective Date, the Company will deliver to each Elevated Holder the applicable Series C1 Notes to be delivered to such Original Holder in accordance with Section 2 in the form of a single Note to be issued to such Elevated Holder (or such greater number of Notes in denominations of at least $100,000 as such Elevated Holder may request), dated the date of the A&E Effective Date, and registered in such Elevated Holder's name.

(c) At any time on or after the A&E Effective Date, the holder of an Original Series C Note may return that Note to the Company in exchange for a new Note or Notes pursuant to Section 14.2.

4. CONDITIONS TO CLOSING.

[Not used]

5. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The representation and warranties set out in Part A of this Section 5 of this Agreement are made by the Company for the benefit of each Original Holder on the A&E Effective Date. The Repeating Representations are deemed to be made by the Company and each Subsidiary Guarantor for the benefit of the holders by reference to the facts and circumstances then existing on: (i) the A&E Effective Date; (ii) each Interest Payment Date; and (iii) in relation to a Subsidiary Guarantor, the date on which it accedes to the Deed of Guarantee.

Part A – Representations made on the A&E Effective Date

5.1 Organization; Power and Authority.

The Company is a public limited company duly incorporated, validly existing and, where applicable, in good standing under the laws of its jurisdiction of incorporation, and is duly qualified and, where applicable, is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company has the corporate power and authority to own or hold under lease the properties it purports to own or hold under lease, to transact the business it transacts and proposes to transact, to execute and deliver this Agreement and the Notes and to perform the provisions hereof and thereof.

5.2 Shares.

(a) The shares of any member of the Group which are (or are required by this Agreement to be or become) subject to Transaction Security are fully paid and not subject to any option to purchase or similar rights.

(b) The constitutional documents of companies whose shares are (or are required by this Agreement to be or become) subject to Transaction Security do not and could not restrict or inhibit any transfer of those shares on creation or enforcement of the Transaction Security.

(c) Except as provided for in any employee incentive scheme, there are no agreements in force which provide for the issue or allotment of, or grant any person the right to call for the issue or allotment of, any share or loan capital of any member of the Group (including any option or right of pre-emption or conversion).

5.3 Financial Statements.

(a) The most recent financial statements to be delivered to the holders pursuant to this Agreement:

(i) were prepared in accordance with GAAP consistently applied; and

(ii) fairly present the consolidated or solus financial condition (as the case may be) as at the end of the period to which they relate, and the consolidated or solus results of operations (as the case may be) for the period to which they relate,

except, in each case, as disclosed to the contrary in those financial statements.

(b) There has been no material adverse change in its business or financial condition (or the business or consolidated financial condition of the Group, in the case of the Company) since the date of the Original Financial Statements.

5.4 Compliance with Laws, Other Instruments, Etc.

The execution, delivery and performance by the Company of this Agreement and the Notes will not (a) contravene, result in any breach of, or constitute a default under, or result in

the creation of any Lien in respect of any property of the Company or any Subsidiary under, any indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, corporate charter, memorandum of association, articles of association, regulations or by-laws, shareholders agreement or any other agreement or instrument to which the Company or any Subsidiary is bound or by which the Company or any Subsidiary or any of their respective properties may be bound or affected, (b) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree, or ruling of any court, arbitrator or Governmental Authority applicable to the Company or any Subsidiary or (c) violate any provision of any statute or other rule or regulation of any Governmental Authority applicable to the Company or any Subsidiary.

5.5 Governmental Authorizations, Etc.

No consent, approval or authorization of, or registration, filing or declaration with, any Governmental Authority is required in connection with the execution, delivery or performance by the Company of this Agreement, the Notes or the Deed of Guarantee, including, without limitation, any thereof required in connection with the obtaining of Dollars to make payments under this Agreement, the Notes or the Deed of Guarantee and the payment of such Dollars to Persons resident in the United States of America. It is not necessary to ensure the legality, validity, enforceability or admissibility into evidence in the United Kingdom of this Agreement, the Notes or the Deed of Guarantee that any thereof or any other document be filed, recorded or enrolled with any Governmental Authority, or that any such agreement or document be stamped with any stamp, registration or similar transaction tax.

5.6 Litigation; Observance of Statutes and Orders.

(a) Except as disclosed in writing by the legal adviser to the Company to the legal adviser of the Original Holders on August 22, 2025, there are no actions, suits, investigations or proceedings pending or, to the knowledge of the Company, threatened against or affecting the Company or any Subsidiary or any property of the Company or any Subsidiary in any court or before any arbitrator of any kind or before or by any Governmental Authority that would individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Neither the Company nor any Subsidiary is (i) in violation of any order, judgment, decree or ruling of any court, arbitrator or Governmental Authority or (ii) in violation of any applicable law, ordinance, rule or regulation of any Governmental Authority (including, without limitation, Environmental Laws, the USA PATRIOT ACT or any of the other laws and regulations that are referred to in Section 5.22), which default or violation would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.7 Private Offering by the Company.

Neither the Company nor anyone acting on its behalf has offered the Notes or any similar Securities for sale to, or solicited any offer to buy the Notes or any similar Securities from, or otherwise approached or negotiated in respect thereof with, any Person other than not more than 70 Institutional Investors (of the type described in paragraph (c) of the definition thereof), each of which has been offered the Notes at a private sale for investment. Neither the Company nor anyone acting on its behalf has, with respect to the Notes or the guarantees of the

Original Subsidiary Guarantors, engaged in any form of "general solicitation or general advertising," as defined under Rule 502(c) of the Securities Act. The Company has provided each Original Holder an opportunity to discuss with the Company's management the Original Financial Statements, as well as the Company's business, management, financial affairs and the terms and conditions of the offering of the Notes and the issuance of the guarantees of the Original Subsidiary Guarantors. Neither the Company nor anyone acting on its behalf has taken, or will take, any action that would subject the issuance or sale of the Notes to the registration requirements of Section 5 of the Securities Act or to the registration requirements of any securities laws of the jurisdiction of organization of the Company.

5.8 Use of Proceeds; Margin Regulations.

The Company will apply the proceeds of the sale of the Notes for refinancing existing Indebtedness and for general corporate purposes. No part of the proceeds from the sale of the Notes hereunder will be used, directly or indirectly, for the purpose of buying or carrying any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System (12 CFR 221), or for the purpose of buying or carrying or trading in any Securities under such circumstances as to involve the Company in a violation of Regulation X of said Board (12 CFR 224) or to involve any broker or dealer in a violation of Regulation T of said Board (12 CFR 220). Margin stock does not constitute more than 5% of the value of the consolidated assets of the Company and its Subsidiaries and the Company does not have any present intention that margin stock will constitute more than 5% of the value of such assets. As used in this Section, the terms "margin stock" and "purpose of buying or carrying" shall have the meanings assigned to them in said Regulation U.

5.9 U.S. Securities.

The Company represents and warrants to each Original Holder and each other holder of a Note as follows:

(a) the Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") and have not been registered or qualified under any state securities or "Blue Sky" laws of the states of the United States and, accordingly, it acknowledges that the Notes may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Neither the Company nor any Subsidiary Guarantor, nor any of its affiliates, nor any person acting on any of their behalf has made or will make offers or sales of any securities under circumstances that would require the registration of the offer or sale of any of the Notes under the Securities Act;

(b) neither the Company nor any Subsidiary Guarantor, nor any of its affiliates, nor any person acting on any of their behalf has engaged or will engage in: (i) any "directed selling efforts" (as defined in Rule 902(c) under the Securities Act); or (ii) any form of "general solicitation" or "general advertising" (as those terms are used in Rule 502(c) of Regulation D under the Securities Act) in connection with any offer or sale of the Notes in the United States;

(c) neither Obligor nor anyone acting on its behalf has offered the Notes or any similar securities for sale to, or solicited any offer to buy any of the same from, or otherwise

approached or negotiated in respect thereof with, any person other than the Original Holders who have provided the representations contained in Section 6 herein, each of which has been offered the Notes at a private sale for investment. Neither the Company nor any Subsidiary Guarantor nor anyone acting on its behalf has taken, or will take, any action that would subject the issuance or sale of the Notes to the registration requirements of section 5 of the Securities Act or to the registration requirements of any securities or blue sky laws of any applicable jurisdiction including its jurisdiction of organisation;

(d) the Company is a "foreign private issuer" (as such term is defined in the rules and regulations under the Securities Act and Exchange Act); and

(e) there is no "substantial U.S. market interest" as defined in Rule 902(j) of Regulation S in any of the Company's debt securities.

5.10 Disposal Proceeds SPV

Except as permitted under the Finance Documents, prior to the A&E Effective Date, the Disposal Proceeds SPV has not traded or incurred any liabilities or commitments (actual or contingent, present or future).

Part B – Repeating Representations

5.11 Status

(a) It is a corporation or company, duly incorporated or organised and validly existing under the law of its jurisdiction of incorporation or organisation.

(b) It and each other member of the Group has the power to own its assets and carry on its business as it is being conducted.

(c) No Spanish Obligor is in a situation which would require it to be dissolved according to article 363 of the Spanish Companies Act.

5.12 Binding obligations

Subject to the Legal Reservations and the Perfection Requirements:

(a) the obligations expressed to be assumed by it in each Finance Document are legal, valid, binding and enforceable; and

(b) (without limiting the generality of paragraph (a) above), each Transaction Security Document to which it is a party creates the Security which that Transaction Security Document purports to create and such Security is valid and effective.

5.13 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, the Finance Documents and the granting of the Transaction Security pursuant to the Agreed Security Principles do not and will not conflict with:

(a) any law or regulation applicable to it;

(b) its or any other member of the Group's constitutional documents; or

(c) any agreement or instrument binding upon it or any other member of the Group or any of its or any other member of the Group's assets to an extent or in a manner which has or could reasonably be expected to have a Material Adverse Effect.

5.14 Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorize its entry into, performance and delivery of, the Finance Documents to which it is a party and the transactions contemplated by those Finance Documents.

5.15 Validity and admissibility in evidence

All Authorizations required or desirable:

(a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party;

(b) to make the Finance Documents to which it is a party admissible in evidence in its jurisdiction of incorporation or organisation; and

(c) to enable it to create the Transaction Security to be created by it pursuant to any Transaction Security Document and to ensure that such Transaction Security has the priority and ranking it is expressed to have,

have been obtained or effected and are in full force and effect (except for registration of any Transaction Security Document with any registry (including, for example, under section 859A of the Companies Act 2006), which Authorisations (if any) will be made in accordance with the terms of that Transaction Security Document).

5.16 Governing law and enforcement

Subject to the Legal Reservations:

(a) the choice of the governing law of the Finance Documents will be recognized and enforced in its Relevant Jurisdictions.

(b) any judgment in relation to a Finance Document in the jurisdiction of the governing law of that Finance Document will be recognised and enforced in its Relevant Jurisdictions.

5.17 Taxes.

(a) The Company and its Subsidiaries have filed all tax returns that are required to have been filed in any jurisdiction, and have paid all Taxes shown to be due and payable on such returns and all other Taxes and assessments, to the extent such Taxes and assessments have become due and payable and before they have become delinquent, except for any Taxes and assessments (i) the amount of which, individually or in the aggregate, is not Material or (ii) the amount, applicability or validity of which is currently being contested in good faith by appropriate proceedings and with respect to which the Company or a Subsidiary, as the case may be, has established adequate reserves in accordance with GAAP. The Company knows of no basis for any other Tax or assessment that could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The charges, accruals and reserves on the books of the Company and its Subsidiaries in respect of federal, national, state or other Taxes for all fiscal periods are adequate.

(b) No liability for any Tax, directly or indirectly, imposed, assessed, levied or collected by or for the account of any Governmental Authority of the United Kingdom or any political subdivision thereof will be incurred by the Company or any holder of a Note as a result of the execution or delivery of this Agreement or of the Notes and no deduction or withholding in respect of Taxes imposed by or for the account of the United Kingdom or, to the knowledge of the Company, any other Taxing Jurisdiction, is required to be made from any payment by the Company under this Agreement or the Notes except for any such liability, withholding or deduction imposed, assessed, levied or collected by or for the account of any such Governmental Authority of the United Kingdom arising out of circumstances described in paragraphs (a), (b), (c), (d), (e), (f), (g), (x) or (y) of Section 13.1 and the provisos thereto.

5.18 No filing or stamp taxes

Under the law of its Relevant Jurisdiction, it is not necessary that the Finance Documents be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar Tax be paid on or in relation to the Finance Documents or the transactions contemplated by the Finance Documents, except for the making of the appropriate registrations of the Transaction Security Documents in accordance with the Perfection Requirements (which registrations, filings, Taxes and fees will be made and paid in accordance with the requirements set out in the relevant Finance Documents and the requirements of applicable law or regulations).

5.19 No default

(a) No Event of Default has occurred and is continuing.

(b) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or any other member of the Group or

to which its (or any other member of the Group's) assets are subject which could reasonably be expected to have a Material Adverse Effect.

5.20 Pari passu ranking

Its payment obligations under the Finance Documents rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

5.21 No proceedings pending or threatened

Save as otherwise disclosed to the legal adviser appointed by the Noteholders in a note titled "Summary Update for Banking Syndicate under RCF and Noteholders under USPPs: Litigation Disclosure" dated August 22, 2025, no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency where there is a reasonable likelihood of an outcome which is adverse to a member of the Group and which, if adversely determined, might reasonably be expected to have a Material Adverse Effect has or have (to the best of its knowledge and belief) been started or threatened against it.

5.22 Foreign Assets Control Regulations, Etc.

(a) Save as otherwise disclosed in writing by the Company (or the Company's legal adviser on its behalf) to the legal adviser of the Original Holders in paragraphs 2 (with respect to clauses (i) and (iii)), and 6 and 7 (with respect to clauses (i) and (iii)) of a note titled "Summary Update for Banking Syndicate under RCF and Noteholders under USPPs: Sanctions Representation Disclosure" dated August 28, 2025 (the "**August 2025 Sanctions Disclosures**"), neither the Company nor any of its Controlled Entities nor to the Company's knowledge the directors or officers thereof (i) is a Blocked Person, (ii) has been notified that its name appears or may in the future appear on a State Sanctions List or (iii) is a target of Economic Sanctions Laws that have been imposed by the United States of America, the United Kingdom, the United Nations or the European Union.

(b) Save as otherwise disclosed in writing by the Company (or the Company's legal adviser on its behalf) to the legal adviser of the Original Holders in paragraphs 3, 4, 5 and 8 of the August, 2025 Sanctions Disclosures, neither the Company nor any Controlled Entity (i) has violated any applicable Economic Sanctions Laws, Anti-Money Laundering Laws or Anti-Corruption Laws (ii) is in violation of, has been found in violation of, or has been charged or convicted under, any Economic Sanctions Laws, Anti-Money Laundering Laws or Anti-Corruption Laws or (iii) to the Company's knowledge, is under investigation by any governmental authority for possible violation of any Economic Sanctions Laws, Anti-Money Laundering Laws or Anti-Corruption Laws.

(c) No part of the proceeds from the sale of the Notes hereunder:

(i) constitutes or will constitute funds obtained on behalf of any Blocked Person or will otherwise be used by the Company or any Controlled Entity, directly or indirectly, (A) in connection with any investment in, or any transactions or dealings with, any Blocked Person, (B) for any purpose that would cause any holder to be in

violation of any Economic Sanctions Laws, or (C) otherwise in violation of any Economic Sanctions Laws;

(ii) will be used, directly or indirectly, in violation of, or cause any holder of any Note to be in violation of, any Anti-Money Laundering Laws; or

(iii) will be used, directly or indirectly, for the purpose of making any improper payments, including bribes, to any Governmental Official or commercial counterparty in order to obtain, retain or direct business or obtain any improper advantage, in each case which would be in violation of, or cause any holder to be in violation of, any Anti-Corruption Laws.

(d)

(i) Save as disclosed in the August 2025 Sanctions Disclosures, the Company has implemented and maintained procedures and controls which it reasonably believes are adequate (and otherwise designed to ensure compliance with applicable law) to ensure that the Company and each Controlled Entity and each Affiliate acting for or on behalf of the Company or its Controlled Entities is in compliance with all applicable Economic Sanctions Laws, Anti-Money Laundering Laws, and Anti-Corruption Laws and the terms hereof.

(ii) The Company shall maintain the procedures and controls which it reasonably believes are adequate (and otherwise designed to ensure compliance with applicable law) to ensure that the Company and each Controlled Entity and each Affiliate acting for or on behalf of the Company or its Controlled Entities will continue to be in compliance with all applicable Economic Sanctions Laws, Anti-Money Laundering Laws, and Anti-Corruption Laws and the terms hereof.

5.23 Ranking

The Transaction Security has or will have the ranking in priority which it is expressed to have in the Intercreditor Agreement and it is not subject to any prior ranking or *pari passu* ranking Security (other than as set out in the Intercreditor Agreement).

5.24 Other US laws

(a) In this Section 5.23:

"**investment company**" has the meaning given to it in the United States Investment Company Act of 1940 (15 USC. §§ 80a-1 et seq.); and

"**public utility**" has the meaning given to it in the United States Federal Power Act of 1920.

(b) Neither it nor any other member of the Group:

(i) a public utility or subject to regulation under the United States Federal Power Act of 1920;

(ii) an investment company, required to be registered as an investment company or subject to regulation under the United States Investment Company Act of 1940; or

(iii) engaged or will engage principally or as one of its important activities, in the business of "buying" or "carrying" Margin Stock, or extending credit for the purpose of "buying" or "carrying" Margin Stock; or

(iv) subject to regulation under any US federal or state law or regulation that limits its ability to incur or guarantee indebtedness.

5.25 Good title to assets

It and each other member of the Group has (subject to the Transaction Security) good, valid and marketable title to, or valid leases or licences of, and all appropriate Authorizations to use, the assets necessary to carry on its business as presently conducted, to the extent failure to do so would reasonably be expected to have a Material Adverse Effect.

5.26 Legal and beneficial ownership

It is the sole legal and beneficial owner of the respective assets over which it purports to grant Transaction Security other than any Security permitted under Section 10.6.

6. REPRESENTATIONS OF THE ORIGINAL HOLDERS.

6.1 Purchase for Investment.

(a) Each Original Holder severally represents that as at the date of this Agreement and the A&E Effective Date (i) it is an "accredited investor" within the meaning of Regulation D of the Securities Act and is purchasing the Notes for its own account or for one or more separate accounts maintained by such Original Holder or for the account of one or more pension or trust funds and not with a view to the distribution thereof, provided that the disposition of such Original Holder's or their property shall at all times be within such Original Holder's or their control and (ii) it has knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of its investment in the Notes and is able to bear the economic risk of holding the Notes for an indefinite period of time. Each Original Holder understands that the Notes have not been registered under the Securities Act and may be resold only if registered pursuant to the provisions of the Securities Act or if an exemption from registration is available, except under circumstances where neither such registration nor such an exemption is required by law, and that the Company is not required to register the Notes nor does it intend to do so and, in any event, an Original Holder shall only reoffer or resell the Notes purchased by it in accordance with any available exemption from the requirements of Section 5 of the Securities Act, except as aforesaid. Each Original Holder severally represents that if, in the future, it offers, resells, pledges or otherwise transfers the Notes, it shall notify such subsequent transferee of the transfer restrictions set out herein. Each Original Holder severally

represents that it is not purchasing the Notes as a result of any "general solicitation or general advertising (as those terms are used in Rule 502(c) of Regulation D under the Securities Act) or any "directed selling efforts" (as defined in Rule 902(c) under the Securities Act). Each Original Holder severally represents that it is not an affiliate (as defined in Rule 501(b) under the Securities Act) of the Company, and is not acting on behalf of an affiliate of the Company. Each Original Holder also severally represents that the Company has provided such Original Holder an opportunity to discuss with the Company's management the Original Financial Statements, as well as the Company's business, management, financial affairs and the terms and conditions of the offering of the Notes and the issuance of the guarantees of the Subsidiary Guarantors.

(b) Without limiting the foregoing, each Original Holder severally agrees that it will not, directly or indirectly, resell the Notes purchased by it to a Person which it is aware is a Competitor (it being understood that such Original Holder shall advise any broker or intermediary acting on its behalf that such resale to a Competitor is limited hereby).

6.2 Source of Funds.

Each Original Holder severally represents that at least one of the following statements is an accurate representation as to each source of funds (a "**Source**") used by such Original Holder to pay the purchase price of the Original Series C Notes to be purchased by it under or in accordance with the Original Note Purchase Agreement:

(a) the Source is an "insurance company general account" (as the term is defined in the United States Department of Labor's Prohibited Transaction Exemption ("**PTE**") 95-60) in respect of which the reserves and liabilities (as defined by the annual statement for life insurance companies approved by the NAIC (the "**NAIC Annual Statement**")) for the general account contract(s) held by or on behalf of any employee benefit plan together with the amount of the reserves and liabilities for the general account contract(s) held by or on behalf of any other employee benefit plans maintained by the same employer (or affiliate thereof as defined in PTE 95-60) or by the same employee organization in the general account do not exceed 10% of the total reserves and liabilities of the general account (exclusive of separate account liabilities) plus surplus as set forth in the NAIC Annual Statement filed with such Original Holder's state of domicile; or

(b) the Source is a separate account that is maintained solely in connection with such Original Holder's fixed contractual obligations under which the amounts payable, or credited, to any employee benefit plan (or its related trust) that has any interest in such separate account (or to any participant or beneficiary of such plan (including any annuitant)) are not affected in any manner by the investment performance of the separate account; or

(c) the Source is either (i) an insurance company pooled separate account, within the meaning of PTE 90-1 or (ii) a bank collective investment fund, within the meaning of the PTE 91-38 and, except as disclosed by such Original Holder to the Company in writing pursuant to this paragraph (c), no employee benefit plan or group of plans maintained by the same employer or employee organization beneficially owns more than 10% of all assets allocated to such pooled separate account or collective investment fund; or

(d) the Source constitutes assets of an "investment fund" (within the meaning of Part VI of PTE 84-14 (the "**QPAM Exemption**")) managed by a "qualified professional asset manager" or "QPAM" (within the meaning of Part VI of the QPAM Exemption), no employee benefit plan's assets that are managed by the QPAM in such investment fund, when combined with the assets of all other employee benefit plans established or maintained by the same employer or by an affiliate (within the meaning of Part VI(c)(1) of the QPAM Exemption) of such employer or by the same employee organization and managed by such QPAM, represent more than 20% of the total client assets managed by such QPAM, the conditions of Part I(c) and (g) of the QPAM Exemption are satisfied, neither the QPAM nor a person controlling or controlled by the QPAM maintains an ownership interest in the Company that would cause the QPAM and the Company to be "related" within the meaning of Part VI(h) of the QPAM Exemption and (i) the identity of such QPAM and (ii) the names of any employee benefit plans whose assets in the investment fund, when combined with the assets of all other employee benefit plans established or maintained by the same employer or by an affiliate (within the meaning of Part VI(c)(1) of the QPAM Exemption) of such employer or by the same employee organization, represent 10% or more of the assets of such investment fund, have been disclosed to the Company in writing pursuant to this paragraph (d); or

(e) the Source constitutes assets of a "plan(s)" (within the meaning of Part IV(h) of PTE 96-23 (the "**INHAM Exemption**")) managed by an "in-house asset manager" or "INHAM" (within the meaning of Part IV(a) of the INHAM Exemption), the conditions of Part I(a), (g) and (h) of the INHAM Exemption are satisfied, neither the INHAM nor a person controlling or controlled by the INHAM (applying the definition of "control" in Part IV(d)(3) of the INHAM Exemption) owns a 10% or more interest in the Company and (i) the identity of such INHAM and (ii) the name(s) of the employee benefit plan(s) whose assets constitute the Source have been disclosed to the Company in writing pursuant to this paragraph (e); or

(f) the Source is a governmental plan; or

(g) the Source is one or more employee benefit plans, or a separate account or trust fund comprised of one or more employee benefit plans, each of which has been identified to the Company in writing pursuant to this paragraph (g); or

(h) the Source does not include assets of any employee benefit plan, other than a plan exempt from the coverage of ERISA.

As used in this Section 6.2**.**, the terms "**employee benefit plan**," "**governmental plan**," and "**separate account**" shall have the respective meanings assigned to such terms in section 3 of ERISA.

7. INFORMATION AS TO COMPANY.

7.1 Financial and Business Information.

The Company shall deliver to each holder of a Note that is an Institutional Investor (and for purposes of this Agreement the information required by this Section 7.1 shall be deemed delivered on the date of delivery of such information in the English language or the date of

delivery of an English translation thereof) (in each case commencing with the financial year ending 31 December 2025):

(a) Semiannual Statements -- promptly after the same are available and in any event within 90 days after the end of each semiannual fiscal period in each fiscal year of the Company, duplicate copies of:

(i) an unaudited consolidated balance sheet of the Company and its Subsidiaries as at the end of such fiscal period, and

(ii) unaudited consolidated statements of income, changes in shareholders' equity and cash flows of the Company and its Subsidiaries, for such fiscal period and,

setting forth in each case in comparative form the figures for the corresponding period in the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP applicable to semiannual financial statements generally, and certified by a Senior Financial Officer as fairly presenting, in all material respects, the consolidated financial position of the companies being reported on and their consolidated results of operations and consolidated cash flows, subject to changes resulting from year-end adjustments;

(b) Annual Statements -- promptly after the same are available and in any event within 120 days (or, in the case of paragraph (iv) below, within 180 days) after the end of each fiscal year of the Company, duplicate copies of:

(i) its audited consolidated financial statements for that financial year, and

(ii) consolidated statements of income, changes in shareholders' equity and cash flows of the Company and its Subsidiaries for such year, and

(iii) the audited financial statements of each Obligor (other than the Company and each U.S. Guarantor), and

(iv) the unaudited solus management accounts of each U.S. Guarantor,

setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP, and accompanied by an opinion thereon of independent public accountants of recognized international standing, which opinion shall state that such financial statements give a true and fair view of the state of the Group's affairs as at the end of the most recently ended fiscal year and of the Group's profit and cash flows for such fiscal year then ended and have been prepared in conformity with GAAP, and that the examination of such accountants in connection with such financial statements has been made in accordance with generally accepted auditing standards, and that such audit provides a reasonable basis for such opinion in the circumstances;

(c) Monthly Management Accounts – within 25 days after the end of each calendar month, duplicate copies of the Monthly Management Accounts;

(d) Other Reports -- promptly upon their becoming available, one copy of (i) each financial statement, report, circular, notice or proxy statement or similar document sent by the Company or any Subsidiary to its principal lending banks as a whole (excluding information sent to such banks in the ordinary course of administration of a bank facility, such as information relating to pricing and borrowing availability) or to its public securities holders generally (if applicable), and (ii) each regular or periodic report, each registration statement that shall have become effective (without exhibits except as expressly requested by such holder), and each final prospectus and all amendments thereto filed by the Company or any Subsidiary with the London Stock Exchange or any similar Governmental Authority or securities exchange and of all press releases and other statements made available generally by the Company or any Subsidiary to the public concerning developments that are Material;

(e) Notice of Default or Event of Default -- promptly and in any event within five days after a Responsible Officer becoming aware of the existence of any Default or Event of Default, a written notice specifying the nature and period of existence thereof and what action the Company is taking or proposes to take with respect thereto;

(f) Employee Benefit Matters -- promptly and in any event within five days after a Responsible Officer becoming aware of any of the following, a written notice setting forth the nature thereof and the action, if any, that the Company or an ERISA Affiliate proposes to take with respect thereto:

(i) with respect to any Plan, any reportable event, as defined in section 4043(c) of ERISA and the regulations thereunder, for which notice thereof has not been waived pursuant to such regulations as in effect on the date hereof; or

(ii) the taking by the PBGC of steps to institute, or the threatening by the PBGC of the institution of, proceedings under section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan, or the receipt by the Company or any ERISA Affiliate of a notice from a Multiemployer Plan that such action has been taken by the PBGC with respect to such Multiemployer Plan; or

(iii) any event, transaction or condition that could result in the incurrence of any liability by the Company or any ERISA Affiliate pursuant to Title I or IV of ERISA or the penalty or excise tax provisions of the Code relating to employee benefit plans, or in the imposition of any Lien on any of the rights, properties or assets of the Company or any ERISA Affiliate pursuant to Title I or IV of ERISA or such penalty or excise tax provisions, if such liability or Lien, taken together with any other such liabilities or Liens then existing, would reasonably be expected to have a Material Adverse Effect; or

(iv) receipt of notice of the imposition of a Material financial penalty (which for this purpose shall mean any Tax, penalty or other liability, whether by way of indemnity or otherwise) with respect to one or more Non-U.S. Plans; and

(g) Requested Information -- with reasonable promptness, such other data and information relating to the business, operations, affairs, financial condition, assets or properties of the Company or any of its Subsidiaries or relating to the ability of the Company to perform

its obligations under this Agreement and the Notes as from time to time may be reasonably requested by any such holder of Notes, including information readily available to the Company explaining the Company's financial statements if such information has been requested by the SVO in order to assign or maintain a designation of the Notes.

7.2 Compliance Certificate.

(a) The Company shall supply:

(i) with each set of financial statements delivered to a holder of Notes pursuant to Section 7.1(a) or (b);

(ii) at any time prior to the Completion Date, in respect of each month ended on 31 March or 30 September only, within 30 days thereof; and

(iii) for the purpose of the First Test Date that falls on a Quarter Date other than 30 June or 31 December, within 60 days thereof,

a certificate of a Senior Financial Officer (a "**Compliance Certificate**"):

(b) Covenant Compliance — setting forth the information that is required in order to establish whether the Company was in compliance with the requirements of Sections 10.9 and 10.10, inclusive, during the semiannual or annual period covered by the statements then being furnished in the case of paragraph (i) or the specified date in paragraph (ii), as applicable (including with respect to each such provision that involves mathematical calculations, the information that is required to perform such calculations), and reasonably detailed calculations of the maximum or minimum amount, ratio or percentage, as the case may be, permissible under the terms of such Sections, and the calculation of the amount, ratio or percentage then in existence. In the event that the Company or any Subsidiary has made an election to measure any financial liability using fair value (which election is being disregarded for purposes of determining compliance with this Agreement pursuant to Section 23.18) as to the period covered by any such financial statement, such Compliance Certificate as to such period shall include a reconciliation from GAAP with respect to such election; and

(c) Event of Default — certifying that such Senior Financial Officer has reviewed the relevant terms hereof and has made, or caused to be made, under his or her supervision, a review of the transactions and conditions of the Company and its Subsidiaries from the beginning of the semiannual or annual period covered by the statements then being furnished to the date of the certificate and that such review shall not have disclosed the existence during such period of any condition or event that constitutes a Default or an Event of Default or, if any such condition or event existed or exists, specifying the nature and period of existence thereof and what action the Company shall have taken or proposes to take with respect thereto.

7.3 Information: miscellaneous

The Company shall supply to each holder of a Note:

(a) promptly all documents dispatched by the Company to its shareholders (or any class of them) generally;

(b) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against any member of the Group, and which could, if adversely determined, reasonably be expected to have a Material Adverse Effect;

(c) as soon as reasonably practicable following a written request from a holder of a Note, a copy of the latest Group Structure Chart, provided that the Company shall not be obliged to supply a structure chart to the Noteholders more than once in any financial year;

(d) as soon as reasonably practicable following a written request from an Original Holder (acting reasonably), any information in relation to the Disposal Proceeds Account;

(e) promptly, such further information regarding the financial condition, business and operations of any member of the Group as any Noteholder may reasonably request;

(f) as soon as the same becomes available, the Budget for any financial year;

(g) promptly and, in any event, before filling the relevant petition with the relevant court, the decision of the board of directors or the corresponding body of any of the Obligors to request the voluntary insolvency ("**concurso voluntario**") or the filling of the notice of initiation of negotiations with creditors according to articles 585 et seq. of the Spanish Insolvency Act; and

provided that nothing in this Section 7.3 shall require the Company to supply the Noteholders with any documentation if by reason of any legal restriction or generally applicable regulation imposed on the Company, it would be unlawful or contrary to such regulation for the Company to do so.

7.4 Notification of default

(a) Each Obligor shall notify the Noteholders of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence (unless that Obligor is aware that a notification has already been provided by another Obligor).

(b) Promptly upon a request by the Required Holders, the Company shall supply to the Noteholders a certificate signed by one of its directors or other authorised signatory or senior officers on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

7.5 Visitation.

The Company shall permit the representatives of each holder of Notes (other than a Competitor) that is an Institutional Investor:

(a) No Default — if no Default or Event of Default then exists, at the expense of such holder and upon reasonable prior notice to the Company and during normal business hours, to visit the principal executive office of the Company, to discuss the affairs, finances and accounts of the Company and its Subsidiaries with the Company's officers, and (with the consent of the Company, which consent will not be unreasonably withheld) to visit the other offices and properties of the Company and each Subsidiary, all at such reasonable times and as often as may be reasonably requested in writing; and

(b) Default — if a Default or Event of Default then exists, at the expense of the Company to visit and inspect any of the offices or properties of the Company or any Subsidiary, to examine all their respective books of account, records, reports and other papers, to make copies and extracts therefrom, and to discuss their respective affairs, finances and accounts with their respective officers and independent public accountants (and by this provision the Company authorizes said accountants to discuss the affairs, finances and accounts of the Company and its Subsidiaries), all at such times and as often as may be requested.

7.6 Electronic Delivery.

Financial statements, opinions of independent certified public accountants, other information and Compliance Certificates that are required to be delivered by the Company pursuant to Sections 7.1(a), (b) or (c) and Section 7.2 shall be deemed to have been delivered if the Company satisfies any of the following requirements with respect thereto:

(i) such financial statements satisfying the requirements of Section 7.1(a) or (b) and related Compliance Certificate satisfying the requirements of Section 7.2 and any other information required under Section 7.1(c) are delivered to each holder of a Note by e-mail at the e-mail address most recently specified for such purpose as at the A&E Effective Date or as communicated from time to time in a separate writing delivered to the Company; or

(ii) such financial statements satisfying the requirements of Section 7.1(a) or Section 7.1(b) and related Compliance Certificate(s) satisfying the requirements of Section 7.2 and any other information required under Section 7.1(c) are timely posted by or on behalf of the Company on IntraLinks or on any other similar website to which each holder of Notes has free access or are made available on or via its home page on the internet, which is located at http://www.woodgroup.com as of the date of this Agreement;

provided however, that in the case of paragraph (ii), the Company shall have given each holder of a Note prior written notice, which may be by e-mail or in accordance with Section 19, of such posting or availability in connection with each delivery, provided further, that upon request of any holder to receive paper copies of such forms, financial statements, other information and Compliance Certificates or to receive them by e-mail, the Company will promptly e-mail them or deliver such paper copies, as the case may be, to such holder.

7.7 Limitation on Disclosure Obligation.

Neither the Company nor any Subsidiary shall be required to disclose the following information pursuant to Section 7.1(c), 7.1(g) or 7.3:

(a) information that the Company or any Subsidiary determines after consultation with counsel qualified to advise on such matters that, notwithstanding the confidentiality requirements of Section 21, it would be prohibited from disclosing by applicable law or regulations without making public disclosure thereof; or

(b) information that, notwithstanding the confidentiality requirements of Section 21, the Company or any Subsidiary is prohibited from disclosing by the terms of an obligation of confidentiality contained in any agreement with any non-Affiliate binding upon the Company or any Subsidiary and not entered into in contemplation of this paragraph (b), *provided* that the Company or any such Subsidiary shall use commercially reasonable efforts to obtain consent from the party in whose favor the obligation of confidentiality was made to permit the disclosure of the relevant information and *provided further* that the Company or any such Subsidiary has received a written opinion of counsel (which may be an internal counsel) confirming that disclosure of such information without consent from such other contractual party would constitute a breach of such agreement.

Promptly after a request therefor from any holder of Notes that is an Institutional Investor, the Company or any such Subsidiary will provide such holder with a written opinion of counsel (which may be addressed to the Company or any such Subsidiary and which may be of an internal counsel) relied upon as to any requested information that the Company or Subsidiary is prohibited from disclosing to such holder under circumstances described in this Section 7.7.

Under no circumstances shall the Company or any Subsidiary be required to disclose any information whatsoever under the terms of this Agreement to any Person that is a Competitor.

7.8 Additional Information.

At any time during the Pre-Completion Period (and for so long as no Plan B Covenant Trigger Event has occurred), Part I (*Pre-Completion Period*) of Schedule 3 (*Override Provisions*) shall apply.

At any time following the occurrence of a Plan B Covenant Trigger Event, Part II (*Plan B Trigger Event*) of Schedule 3 (*Override Provisions*) shall apply.

8. PAYMENT AND PREPAYMENT OF THE NOTES.

8.1 Maturity.

As provided therein, the entire unpaid principal balance of each series of the Notes shall be due and payable on the stated maturity date thereof.

8.2 Optional Prepayments with Make-Whole Amount.

The Company may, at its option, upon notice as provided below, prepay at any time all, or from time to time any part of, the Notes, in an amount not less than 5% of the aggregate principal amount of the Notes of all series then outstanding in the case of a partial prepayment, at 100% of the principal amount so prepaid, and the Make-Whole Amount (if any) determined for the prepayment date with respect to such principal amount. The Company will give each holder of Notes written notice of each optional prepayment under this Section 8.2 not less than 10 days and not more than 60 days prior to the date fixed for such prepayment unless the Company and the Required Holders agree (pursuant to Section 18) to another time period. Each such notice shall specify such date (which shall be a Business Day), the aggregate principal amount of the Notes to be prepaid on such date, the principal amount of each Note held by such holder to be prepaid (determined in accordance with Section 8.4), and the interest to be paid on the prepayment date with respect to such principal amount being prepaid, and shall be accompanied by a certificate of a Senior Financial Officer as to the estimated Make-Whole Amount (if any) for each series due in connection with such prepayment (calculated as if the date of such notice were the date of the prepayment), setting forth the details of such computation. Two Business Days prior to such prepayment, the Company shall deliver to each holder of Notes a certificate of a Senior Financial Officer specifying the calculation of such Make-Whole Amount as of the specified prepayment date.

Notwithstanding any contrary term in this Agreement, no amounts in relation to any Series C2 Notes shall be prepaid pursuant to this Section 8.2 unless all Series C1 Notes have been prepaid in full.

8.3 Prepayment for Tax Reasons.

(a) If at any time as a result of a Change in Tax Law (as defined below) the Company is or becomes obligated to make any Additional Payments (as defined below) in respect of any payment of interest on account of any of the Notes in an aggregate amount for all affected Notes equal to 5% or more of the aggregate amount of such interest payment on account of all of the affected Notes, the Company may give the holders of all affected Notes irrevocable written notice (each a "**Tax Prepayment Notice**") of the prepayment of such affected Notes on a specified prepayment date (which shall be a Business Day not less than 30 days nor more than 60 days after the date of such notice) and the circumstances giving rise to the obligation of the Company to make any Additional Payments and the amount thereof and stating that all of the affected Notes shall be prepaid on the date of such prepayment at 100% of the principal amount so prepaid together with interest accrued thereon to the date of such prepayment (and without any make-whole, premium, penalty or Make-Whole Amount whatsoever or however described), except in the case of an affected Note if the holder of such Note shall, by written notice given to the Company no more than 20 days after receipt of the

Tax Prepayment Notice, reject such prepayment of such Note (each a "**Rejection Notice**"). The form of any Rejection Notice shall also accompany the Tax Prepayment Notice and shall state with respect to each Note covered thereby that execution and delivery thereof by the holder of such Note shall operate as a permanent waiver of such holder's right to receive the Additional Payments arising as a result of the circumstances described in the Tax Prepayment Notice in respect of all future payments of interest on such Note (but not of such holder's right to receive any Additional Payments that arise out of circumstances not described in the Tax Prepayment Notice or which exceed the amount of the Additional Payment described in the Tax Prepayment Notice), which waiver shall be binding upon all subsequent transferees of such Note. The Tax Prepayment Notice having been given as aforesaid to each holder of the affected Notes, the principal amount of such Notes together with interest accrued thereon to the date of such prepayment shall become due and payable on such prepayment date, except in the case of Notes the holders of which shall timely give a Rejection Notice as aforesaid.

(b) No prepayment of the Notes pursuant to this Section 8.3 shall affect the obligation of the Company to pay Additional Payments in respect of any payment made on or prior to the date of such prepayment. For purposes of this Section 8.3, any holder of more than one affected Note may act separately with respect to each affected Note so held (with the effect that a holder of more than one affected Note may accept such offer with respect to one or more affected Notes so held and reject such offer with respect to one or more other affected Notes so held).

(c) The Company may not offer to prepay or prepay Notes pursuant to this Section 8.3 (i) if a Default or Event of Default then exists, (ii) until the Company shall have taken commercially reasonable steps to mitigate the requirement to make the related Additional Payments or (iii) if the obligation to make such Additional Payments directly results or resulted from actions taken by the Company or any Subsidiary (other than actions required to be taken under applicable law), and any Tax Prepayment Notice given pursuant to this Section 8.3 shall certify to the foregoing and describe such mitigation steps, if any.

(d) For purposes of this Section 8.3: "**Additional Payments**" means additional amounts required to be paid to a holder of any Note pursuant to Section 13 by reason of a Change in Tax Law; and a "**Change in Tax Law**" means (individually or collectively with one or more prior changes) (i) an amendment to, or change in, any law, treaty, rule or regulation of the United States of America or the United Kingdom after the date of this Agreement, or an amendment to, or change in, an official interpretation or application of such law, treaty, rule or regulation after the date of this Agreement, which amendment or change is in force and continuing and meets the opinion and certification requirements described below or (ii) in the case of any other jurisdiction that becomes a Taxing Jurisdiction after the date of this Agreement, an amendment to, or change in, any law, treaty, rule or regulation of such jurisdiction, or an amendment to, or change in, an official interpretation or application of such law, treaty, rule or regulation, in any case after such jurisdiction shall have become a Taxing Jurisdiction, which amendment or change is in force and continuing and meets such opinion and certification requirements. No such amendment or change shall constitute a Change in Tax Law unless the same would in the opinion of the Company (which shall be evidenced by a Compliance Certificate of the Company and supported by a written opinion of counsel (or other tax advisor(s)) having recognized expertise in the field of taxation in the relevant Taxing Jurisdiction, both of which shall be delivered to all holders of the Notes prior to or concurrently

with the Tax Prepayment Notice in respect of such Change in Tax Law) affect the deduction or require the withholding of any Tax imposed by such Taxing Jurisdiction on any payment payable on the Notes.

(e) Notwithstanding any contrary term in this Agreement, no amounts in relation to any Series C2 Notes shall be prepaid pursuant to this Section 8.3 unless all Series C1 Notes have been prepaid in full.

8.4 Mandatory Prepayment and Redemption.

The Company shall:

(a) if Excess Net Disposal Proceeds are received on or prior to the date of the Plan B Covenant Trigger Event, promptly (and, in any event, within two Business Days) following the first occurrence of a Plan B Covenant Trigger Event, prepay or redeem (as applicable) the Notes, in an amount equal to the lower of:

(i) the Excess Net Disposal Proceeds received on or prior to the date of the Plan B Covenant Trigger Event; and

(ii) if any Excess Net Disposal Proceeds have been received on or prior to the date of the Plan B Covenant Trigger Event and have subsequently been withdrawn from the Disposal Proceeds Account in whole or in part in accordance with this Agreement, the amount standing to the credit of the Disposal Proceeds Account as at the date of the Plan B Covenant Trigger Event; and

(b) promptly (and, in any event, within two Business Days) following the receipt of Excess Net Disposal Proceeds from time to time after the date of the Plan B Covenant Trigger Event, ensure that the Notes are prepaid or redeemed (as applicable) in an amount equal to the amount of such Excess Net Disposal Proceeds (to the extent not already repaid or redeemed pursuant to paragraph (a) above),

which amounts shall be applied, in each case, as required pursuant to the Intercreditor Agreement and at the times and in the order of application as contemplated by clause 12.3 of the Intercreditor Agreement; provided in all instances (and in accordance with the Intercreditor Agreement), no Series C2 Notes shall be repaid unless all Series C1 Notes have been repaid in full first.

8.5 Allocation of Partial Prepayments.

In the case of each partial prepayment of the Notes pursuant to Section 8.2, the principal amount of the Notes to be prepaid shall be allocated, *first*, to all the Series C1 Notes at the time outstanding in proportion, as nearly as practicable, in respect thereof not theretofore called for prepayment, and, *thereafter*, to all the Series C2 Notes at the time outstanding in proportion, as nearly as practicable, in respect thereof and not theretofore called for prepayment.

8.6 Maturity; Surrender, Etc.

In the case of each prepayment of Notes pursuant to this Section 8, the principal amount of each Note to be prepaid shall mature and become due and payable on the date fixed for such prepayment (which shall be a Business Day), together with interest on such principal amount accrued to such date and the applicable Make-Whole Amount, if any. From and after such date, unless the Company shall fail to pay such principal amount when so due and payable, together with the interest and Make-Whole Amount, if any, as aforesaid, interest on such principal amount shall cease to accrue. Any Note paid or prepaid in full shall be surrendered to the Company and cancelled and shall not be reissued, and no Note shall be issued in lieu of any prepaid principal amount of any Note.

8.7 Purchase of Notes.

The Company will not and will not permit any Affiliate which it directly or indirectly controls to purchase, redeem, prepay or otherwise acquire, directly or indirectly, any of the outstanding Notes except (a) upon the payment or prepayment of the Notes in accordance with this Agreement and the Notes or (b) pursuant to an offer to purchase made by the Company or an Affiliate which it directly or indirectly controls, pro rata to the holders of all Notes at the time outstanding upon the same terms and conditions, which offer shall remain outstanding for a reasonable period of time (not to be less than 15 days); provided, that any such offer shall provide each holder with sufficient information to enable it to make an informed decision with respect to such offer. If the holders of more than 50% of the principal amount of the Notes then outstanding accept any such offer made pursuant to the foregoing subpart (b), the Company shall promptly notify the remaining holders of such fact and the expiration date for the acceptance by holders of Notes of such offer shall be extended by the number of days necessary to give each such remaining holder at least 5 Business Days from its receipt of such notice to accept such offer. A failure by a holder of Notes to respond to an offer to purchase made pursuant to this Section 8.7 shall be deemed to constitute a rejection of such offer by such holder. The Company will promptly cancel all Notes acquired by it or any Affiliate which it directly or indirectly controls pursuant to any payment or prepayment of Notes pursuant to this Agreement and no Notes may be issued in substitution or exchange for any such Notes.

8.8 Make-Whole Amount.

The term "**Make-Whole Amount**" means, with respect to any Note of any series, an amount equal to the excess, if any, of the Discounted Value of the Remaining Scheduled Payments with respect to the Called Principal of such Note over the amount of such Called Principal, *provided* that the Make-Whole Amount may in no event be less than zero. For the purposes of determining the Make-Whole Amount, the following terms have the following meanings:

"**Called Principal**" means, with respect to any Note of any series, the principal of such Note that is to be prepaid pursuant to Section 8.2 or has become or is declared to be immediately due and payable pursuant to Section 12.1, as the context requires.

"**Discounted Value**" means, with respect to the Called Principal of any Note of any series, the amount obtained by discounting all Remaining Scheduled Payments with respect to

such Called Principal from their respective scheduled due dates to the Settlement Date with respect to such Called Principal, in accordance with accepted financial practice and at a discount factor (applied on the same periodic basis as that on which interest on the Notes is payable) equal to the Reinvestment Yield with respect to such Called Principal.

"**Reinvestment Yield**" means, with respect to the Called Principal of any Note of any series, the sum of (x) 0.50% (50 basis points) plus (y) the yield to maturity implied by the yield(s) reported as of 10:00 a.m. (New York City time) on the second Business Day preceding the Settlement Date with respect to such Called Principal, on the display designated as "Page PX1" (or such other display as may replace Page PX1) on Bloomberg Financial Markets for the most recently issued actively traded on-the-run U.S. Treasury securities ("**Reported**") having a maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date. If there are no such U.S. Treasury securities Reported having a maturity equal to such Remaining Average Life, then such implied yield to maturity will be determined by (a) converting U.S. Treasury bill quotations to bond equivalent yields in accordance with accepted financial practice and (b) interpolating linearly between the yields Reported for the applicable most recently issued actively traded on-the-run U.S. Treasury securities with the maturities (1) closest to and greater than such Remaining Average Life and (2) closest to and less than such Remaining Average Life. The Reinvestment Yield shall be rounded to the number of decimal places as appears in the interest rate of the applicable Note.

If such yields are not Reported or the yields Reported as of such time are not ascertainable (including by way of interpolation), then "**Reinvestment Yield**" means, with respect to the Called Principal of any Note, the sum of (x) 0.50% (50 basis points) plus (y) the yield to maturity implied by the U.S. Treasury constant maturity yields reported, for the latest day for which such yields have been so reported as of the second Business Day preceding the Settlement Date with respect to such Called Principal, in Federal Reserve Statistical Release H.15 (or any comparable successor publication) for the U.S. Treasury constant maturity having a term equal to the Remaining Average Life of such Called Principal as of such Settlement Date. If there is no such U.S. Treasury constant maturity having a term equal to such Remaining Average Life, such implied yield to maturity will be determined by interpolating linearly between (1) the U.S. Treasury constant maturity so reported with the term closest to and greater than such Remaining Average Life and (2) the U.S. Treasury constant maturity so reported with the term closest to and less than such Remaining Average Life. The Reinvestment Yield shall be rounded to the number of decimal places as appears in the interest rate of the applicable Note.

"**Remaining Average Life**" means, with respect to any Called Principal, the number of years obtained by dividing (i) such Called Principal into (ii) the sum of the products obtained by multiplying (a) the principal component of each Remaining Scheduled Payment with respect to such Called Principal by (b) the number of years, computed on the basis of a 360-day year composed of twelve 30-day months and calculated to two decimal places, that will elapse between the Settlement Date with respect to such Called Principal and the scheduled due date of such Remaining Scheduled Payment.

"**Remaining Scheduled Payments**" means, with respect to the Called Principal of any Note of any series, all payments of such Called Principal and interest thereon that would be due after the Settlement Date with respect to such Called Principal if no payment of such Called

Principal were made prior to its scheduled due date, *provided* that if such Settlement Date is not a date on which interest payments are due to be made under the Notes, then the amount of the next succeeding scheduled interest payment will be reduced by the amount of interest accrued to such Settlement Date and required to be paid on such Settlement Date pursuant to Section 8.2 or 12.1.

"**Settlement Date**" means, with respect to the Called Principal of any Note, the date on which such Called Principal is to be prepaid pursuant to Section 8.2 or has become or is declared to be immediately due and payable pursuant to Section 12.1, as the context requires.

8.9 Sanctions Prepayment.

(a) Upon a Noteholder Sanctions Event, the Company shall promptly, and in any event within 10 Business Days, provide notice of a Noteholder Sanctions Event, which such notice shall describe the facts and circumstances thereof and make an offer (the "**Sanctions Prepayment Offer**") to prepay the entire unpaid principal amount of Notes held by Affected Noteholders (the "**Affected Notes**"), together with interest thereon to the prepayment date selected by the Company with respect to each Affected Note, in all cases without payment of any Make-Whole Amount or Prepayment Premium with respect thereto, which prepayment shall be on a Business Day not less than 30 days and not more than 60 days after the date of the Sanctions Prepayment Offer (the "**Sanctions Prepayment Date**"). Such Sanctions Prepayment Offer shall provide that such Affected Noteholder notify the Company in writing of its acceptance or rejection of such prepayment offer by a stated date (the "**Sanctions Prepayment Response Date**"), which date is not later than the earlier of (i) 10 Business Days prior to the stated Sanctions Prepayment Date or (ii) if the Affected Noteholder has determined (in its sole discretion) that it requires clearance or authorization from any governmental authority in order to provide such notice of acceptance or rejection of such prepayment offer, then the date that is 10 Business Days after such Affected Noteholder receives such authorization and provides notice thereof to the Company. If such Affected Noteholder does not notify the Company as provided above, then the holder shall be deemed to have rejected such offer.

(b) Subject to the provisions of subparagraphs (c) and (d) of this Section 8.9, the Company shall prepay on the Sanctions Prepayment Date(s) the entire unpaid principal amount of the Affected Notes held by such Affected Noteholder who has accepted such prepayment offer (in accordance with subparagraph (a)), together with interest thereon to the Sanctions Prepayment Date with respect to each such Affected Note, without payment of any Make-Whole Amount or Prepayment Premium with respect thereto.

(c) If a Noteholder Sanctions Event has occurred but the Company and/or its Controlled Entities have taken such action(s) in relation to their activities so as to remedy such Noteholder Sanctions Event, the Company shall provide notice thereof to each Affected Noteholder (with the effect that a Noteholder Sanctions Event no longer exists, as reasonably determined by such Affected Noteholder) prior to the Sanctions Prepayment Date, and then the Company shall no longer be obliged or permitted to prepay such Affected Notes in relation to such Noteholder Sanctions Event. If the Company and/or its Controlled Entities shall undertake any actions to remedy any such Noteholder Sanctions Event, the Company shall keep the holders reasonably and timely informed of such actions and the results thereof.

(d) If any Affected Noteholder that has given written notice to the Company of its acceptance of the Company's prepayment offer in accordance with subparagraph (a) also gives notice to the Company prior to the relevant Sanctions Prepayment Date that it has determined (in its sole discretion) that it requires clearance or authorization from any governmental authority in order to receive a prepayment pursuant to this Section 8.9, the principal amount of each Note held by such Affected Noteholder, together with interest accrued thereon to the date of prepayment, in all cases without payment of any Make-Whole Amount or Prepayment Premium with respect thereto, shall be placed in a segregated account, and then shall become due and payable on the later to occur of (but in no event later than the maturity date of the relevant Note) (i) such Sanctions Prepayment Date and (ii) the date that is 10 Business Days after such Affected Noteholder gives notice to the Company that it is entitled to receive a prepayment pursuant to this Section 8.9, and in any event, any such delay in accordance with the foregoing paragraph (ii) shall not be deemed to give rise to any Default or Event of Default.

(e) Promptly, and in any event within 5 Business Days, after the Company's receipt of notice from any Affected Noteholder that it has accepted a Sanctioned Prepayment Offer, the Company shall forward a copy of such notice to each other holder of Notes.

(f) The Company shall promptly, and in any event within 10 Business Days, give written notice to the holders of a Noteholder Sanctions Event including after the Company or any Controlled Entity having been notified by a governmental authority that it the target of sanctions under, any Economic Sanctions Laws, which notice shall describe the facts and circumstances thereof and set forth the action, if any, that the Company or a Controlled Entity proposes to take with respect thereto.

(g) The foregoing provisions of this Section 8.9 shall be in addition to any rights or remedies available to any holder of Notes that may arise under this Agreement as a result of the occurrence of a Noteholder Sanctions Event; provided, that, if the Notes shall have been declared due and payable pursuant to Section 12.1 as a result of the events, conditions or actions of the Company or its Controlled Entities that gave rise to a Noteholder Sanctions Event, the remedies set forth in Section 12 shall control.

8.10 Change of Control Prepayment Offer.

(a) A "**Change of Control Prepayment Event**" occurs if, within the period of 90 days from and including the date on which a Change of Control (other than a Permitted Change of Control) occurs (or such longer period as the rating of any Rated Securities shall be under publicly announced consideration by any Rating Agency), either (i) there are Rated Securities outstanding at the time of such Change of Control and a Rating Downgrade in respect of that Change of Control occurs or (ii) at such time there are no Rated Securities and the Company fails to obtain (whether by failing to seek a rating or otherwise) either a rating of the Notes or any other unsecured and unsubordinated Indebtedness of the Company having an initial maturity of five years or more (and which does not have the benefit of a guarantee from any Person other than any such Person that at such time also so guarantees the obligations of the Company under this Agreement and the Notes) from a Rating Agency of at least Investment Grade (a "**Negative Rating Event**"), in each case after giving pro forma effect to the transaction giving rise to such Change of Control (that Change of Control and the related Rating

Downgrade or, as the case may be, Negative Rating Event, together (but not individually) constituting the Change of Control Prepayment Event).

(b) Promptly upon becoming aware that a Change of Control (other than a Permitted Change of Control) has occurred, and in any event not later than 30 days after becoming aware of the Change of Control, the Company shall give written notice of such fact to all holders of the Notes. Promptly upon becoming aware that a Change of Control Prepayment Event has occurred, and not later than five Business Days after becoming aware of the Change of Control Prepayment Event, the Company shall give written notice (the "**Company Notice**") of such fact to all holders of the Notes. The Company Notice shall (i) describe the facts and circumstances of such Change of Control Prepayment Event in reasonable detail, (ii) refer to this Section 8.10 and the rights of the holders hereunder and (iii) contain an offer by the Company to prepay the entire unpaid principal amount of Notes held by each holder at 100% of the principal amount of such Notes at par (and without any make-whole, premium, penalty or Make-Whole Amount whatsoever or howsoever described), together with interest accrued thereon to the prepayment date selected by the Company, which prepayment shall be on a date specified in the Company Notice, which date shall be a Business Day not less than 30 days and not more than 60 days after such Company Notice is given should any agreement to the contrary not be reached among the Company and each of the holders of the Notes.

(c) On the prepayment date specified in the Company Notice, the entire unpaid principal amount of the Notes held by each holder of Notes which has accepted such prepayment offer, together with interest accrued thereon to the prepayment date (but without any make-whole, premium, penalty or Make-Whole Amount whatsoever or howsoever described), shall become due and payable.

(d) For purposes of this Section 8.10:

(i) a "**Change of Control**" means the Company becoming a Subsidiary of any other body corporate, or a Person or Persons acting in concert (within the meaning of that term in the City Code on Takeovers and Mergers) acquiring an interest in the Company such that if such Person or Persons were a body corporate, the Company would be a Subsidiary of such Person or Persons or any Person or group of Persons acting in concert (as defined herein) gains direct or indirect control of the Company;

(ii) for the purposes of subpart (i) above, "**control**" means (A) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to (1) cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the Company or (2) appoint or remove all, or the majority, of the directors or other equivalent officers of the Company and/or (B) the holding beneficially of more than 50% of the issued share capital of the Company;

(iii) "**Investment Grade**" means a rating of BBB- by Standard & Poor's Rating Services, Baa3 by Moody's Investors Service, Inc. or BBB- by Fitch, Inc. (as applicable), or their respective equivalents for those Rating Agencies or any others for the time being, or better;

(iv) "**Permitted Change of Control**" means a Change of Control resulting from the Acquisition, where (i) if the Acquisition is implemented pursuant to the Shareholder Scheme, Sidara Limited has acquired the entire issued share capital of the Company; or (ii) if the Acquisition is implemented pursuant to a takeover offer, the offer has become unconditional in all respects in circumstances where Sidara Limited is entitled pursuant to the provisions of Chapter 3 of Part 28 of the Companies Act 2006 to compulsorily acquire any shares in the Company not acquired or agreed to be acquired by or on behalf of Sidara Limited pursuant to the takeover offer or otherwise on the same terms as the takeover offer..

(v) "**Rated Securities**" means the Notes, if at any time and for so long as they shall have a rating from a Rating Agency, and otherwise any other unsecured and unsubordinated Indebtedness of the Company (which does not have the benefit of a guarantee from any Person other than the Company and any such Person that at such time also so guarantees the obligations of the Company under this Agreement and the Notes) which has an initial maturity of at least the lesser of five years or the remaining period of maturity of all Notes then outstanding and is rated by a Rating Agency;

(vi) "**Rating Agency**" means Standard & Poor's Rating Services, Moody's Investors Service, Inc., Fitch, Inc., any other nationally recognized statistical rating organization or any of their respective rating agency subsidiaries and their successors; and

(vii) "**Rating Downgrade**" shall be deemed to have occurred in respect of a Change of Control if the rating(s) assigned to the Rated Securities (whether provided at the invitation of the Company or of its own volition) which is/are current immediately before the time the Change of Control occurs (i) if Investment Grade, is/are either lowered by the relevant number of Rating Agencies to below Investment Grade or withdrawn and not replaced by an Investment Grade rating of the relevant number of Rating Agencies or (ii) if below Investment Grade, is/are lowered one grade or more below the rating so assigned by the relevant number of Rating Agencies (it being understood that, for example, a change from BB+ or Ba1 to BB or Ba2, respectively, would constitute a lowering of one grade) or withdrawn and not replaced by an equivalent or better rating of the relevant number of Rating Agencies (and for purposes of this paragraph (d)(vi), the "relevant number" shall be two or more, if such Rated Securities are rated by three or more Rating Agencies and one or more if such Rated Securities are rated by less than three Rating Agencies).

(e) For purposes of this Section 8.10 only, a Change of Control shall not be deemed to have occurred by reason of a new Holding Company acquiring the entire issued share capital of the Company if:

(i) such acquisition is for the purposes of solvent re-organization or re-construction of the Group;

(ii) the details of the new Holding Company and the proposed reorganization or reconstruction have been provided to the holders of the Notes; and

(iii) such new Holding Company is a public limited company whose shares are admitted to the official list of the London Stock Exchange and which is owned by substantially the same shareholders as those who owned the Company immediately before the acquisition of the Company.

9. AFFIRMATIVE COVENANTS.

The Company covenants that so long as any of the Notes are outstanding:

9.1 Compliance with Law.

Without limiting Section 10.15, the Company will, and will cause each of its Subsidiaries to, comply with all laws, ordinances or governmental rules or regulations to which each of them is subject (including, without limitation, ERISA, the USA PATRIOT Act, Environmental Laws and the other laws and regulations that are referred to in Section 5.22), and will obtain and maintain in effect all licenses, certificates, permits, franchises and other governmental authorizations necessary to the ownership of their respective properties or to the conduct of their respective businesses, in each case (except with respect to the USA PATRIOT Act and the other laws and regulations that are referred to in Section 5.22) to the extent necessary to ensure that non-compliance with such laws, ordinances or governmental rules or regulations or failures to obtain or maintain in effect such licenses, certificates, permits, franchises and other governmental authorizations would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

9.2 Insurance.

The Company will, and will cause each of its Subsidiaries to, maintain, with financially sound and reputable insurers (and/or captive insurers), insurance with respect to their respective properties and businesses against such casualties and contingencies, of such types, on such terms and in such amounts (including deductibles, co-insurance and self-insurance, if adequate reserves are maintained with respect thereto) as is customary in the case of entities of established reputations engaged in the same or a similar business and similarly situated.

9.3 Maintenance of Properties.

Subject to Sections 10.2 and 10.4, the Company will, and will cause each of its Subsidiaries to, maintain and keep, or cause to be maintained and kept, their respective properties in good repair, working order and condition (other than ordinary wear and tear), so that the business carried on in connection therewith may be properly conducted at all times, *provided* that this Section shall not prevent the Company or any Subsidiary from discontinuing the operation and the maintenance of any of its properties if such discontinuance is desirable in the conduct of its business and the Company has concluded that such discontinuance would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

9.4 Payment of Taxes.

The Company will, and will cause each of its Subsidiaries to, file all income tax or similar tax returns required to be filed in any jurisdiction and to pay and discharge all Taxes

shown to be due and payable on such returns and all other Taxes, assessments, governmental charges, or levies payable by any of them, to the extent the same have become due and payable and before they have become delinquent, provided that neither the Company nor any Subsidiary need pay any such Tax, assessment, charge or levy if (i) the amount, applicability or validity thereof is contested by the Company or such Subsidiary on a timely basis in good faith and in appropriate proceedings, and the Company or a Subsidiary has established adequate reserves therefor in accordance with GAAP on the books of the Company or such Subsidiary or (ii) the nonpayment of all such Taxes, assessments, charges and levies would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

9.5 Corporate Existence, Etc.

Subject to Section 10.2, the Company will at all times preserve and keep in full force and effect its corporate (or similar) existence. Subject to Sections 10.2 and 10.4, the Company will at all times preserve and keep in full force and effect the corporate (or similar) existence of each of its Subsidiaries (unless merged into the Company or a Subsidiary) and all rights and franchises of the Company and its Subsidiaries unless, in the good faith judgment of the Company, the termination of or failure to preserve and keep in full force and effect such corporate existence, right or franchise would not, individually or in the aggregate, have a Material Adverse Effect.

9.6 Books and Records.

The Company will, and will cause each of its Subsidiaries to, maintain proper books of record and account in conformity with GAAP and all applicable requirements of any Governmental Authority having legal or regulatory jurisdiction over the Company or such Subsidiary, as the case may be.

9.7 Priority of Obligations.

The Company will ensure that its payment obligations under this Agreement and the Notes will at all times rank at least pari passu in right of payment, without preference or priority, with all other unsecured and unsubordinated Indebtedness of the Company, except for such Indebtedness as would be preferred by operation of bankruptcy, insolvency, administration, liquidation or similar laws of general application. The Company will ensure that the payment obligations of each Subsidiary Guarantor under the Deed of Guarantee will at all times rank at least pari passu in right of payment with all other unsecured and unsubordinated Indebtedness of such Subsidiary Guarantor, except for such Indebtedness as would be preferred by operation of bankruptcy, insolvency, administration, liquidation or similar laws of general application.

9.8 Subsidiary Guarantors.

(a) Any Subsidiary which accedes to the Deed of Guarantee as a guarantor shall constitute a Subsidiary Guarantor for the purposes of this Agreement provided that, for any Subsidiary Guarantors acceding to the Deed of Guarantee after the A&E Effective Date, the following conditions shall be satisfied:

(i) each holder of a Note shall have received an executed Guarantor Accession Deed from such new Subsidiary Guarantor;

(ii) each holder of a Note shall have received an opinion or opinions of counsel in all applicable jurisdictions to the combined effect that such Guarantor Accession Deed of such new Subsidiary Guarantor has been duly authorized, executed and delivered by such new Subsidiary Guarantor and constitutes a legal, valid and binding obligation enforceable against such new Subsidiary Guarantor in accordance with its terms, all as subject to the Legal Reservations;

(iii) each holder of a Note shall have received a certificate of the company secretary or a director (or other appropriate officer or person) of the new Subsidiary Guarantor as to due authorization, charter documents, board resolutions and the incumbency of officers;

(iv) in the case of a Subsidiary Guarantor not located in the United Kingdom, each holder of a Note shall have received evidence of (A) the appointment of Wood Group Kenny Limited (or any successor to the duties thereof) as such new Subsidiary Guarantor's agent to receive, for it and on its behalf service of process in England with respect thereto and (B) the payment of fees for such service through October 20, 2028; and

(v) each holder of a Note shall have received a certificate of a Responsible Officer of the Company certifying that at such time and immediately after giving effect to such Guarantor Accession Deed no Default or Event of Default shall have occurred and be continuing.

(b) Any Subsidiary which resigns as a guarantor under the Deed of Guarantee in accordance with the terms of the Deed of Guarantee and the Intercreditor Agreement shall cease to constitute a Subsidiary Guarantor for the purposes of this Agreement.

(c) The Company agrees that so long as any Subsidiary is a borrower or guarantor under or with respect to any Principal Bank Facility such Subsidiary shall at all such times provide a guarantee of payment of the Notes and performance by the Company of its obligations under this Agreement pursuant to the Deed of Guarantee.

(d) Schedule 1 to the First Amendment and Restatement Deed includes a complete list of the Subsidiary Guarantors as at the A&E Effective Date.

(e) Subject to paragraphs (f) and (g) below, the Company shall ensure that at any time:

(i) the aggregate EBITDA of the Subsidiary Guarantors other than the Company (calculated on a consolidated basis) represents not less than 80 per cent. of the consolidated EBITDA of the Group; and

(ii) the aggregate revenue from continuing operations of the Subsidiary Guarantors other than the Company (calculated on a consolidated basis) represents not

less than 80 per cent. of the consolidated revenue from continuing operations of the Group.

(f) No Default or Event of Default shall occur as a result of the Company's failure to comply with its obligations under paragraph (a) or (b) of this Section 9.8 if within 30 days of becoming aware of, or being notified by the Noteholders of, its non-compliance, the Company notifies the Noteholders in writing that in order to remedy the non-compliance, the Company would be required to procure that a member of the Group accedes to the Deed of Guarantee as a Guarantor in circumstances where such accession would be unlawful or result in the directors, officers or employees of such member of the Group incurring actual or potential personal liability.

(g) Where the Company delivers a notice to the Noteholders pursuant to paragraph (f) above, it shall procure that the relevant member of the Group uses reasonable endeavours lawfully available to avoid any such unlawfulness or personal liability, including agreeing with the Required Holders a limit on the relevant guarantee where doing so would avoid the relevant unlawfulness or personal liability.

(h) Without prejudice to paragraphs (c) and (e) above, the Company must ensure that, within 45 days (or 60 days if no member of the Group has, to date, become a Guarantor which is incorporated in, or granted Transaction Security governed by the laws of, the Relevant Jurisdiction) of the Company becoming aware of any member of the Group becoming a Material Subsidiary (but subject to the Agreed Security Principles at all times):

(i) such Material Subsidiary becomes a Subsidiary Guarantor; and,

(ii) grants Transaction Security and, in accordance with the Agreed Security Principles, carries out any action to protect, perfect or give priority to the Transaction Security.

9.9 Most Favored Nation.

(a) If, after the A&E Effective Date, the Company enters into any document or other agreement evidencing any amendment to the terms of any Other Principal Financing Agreement, the New Term Loan Facility, the Existing Guarantee Facility or the [redacted] Facility (each a "**Preferred Agreement**"), in each case on or after the A&E Effective Date (each an "**Amendment Document**") and which contains:

(i) any pricing, financial covenants, events of default, representations, information undertakings, mandatory prepayment events, general undertakings, guarantees, security or other credit support which are more advantageous to the lender(s) under that Preferred Agreement than the corresponding terms of the Finance Documents (the "**More Restrictive Clauses**"); or

(ii) a provision which amends the date by which any principal amount under any Preferred Agreement is scheduled to be repaid so that it is earlier than the termination date (or, if applicable, any relevant amortization date), in each case as

applicable to the facility in that Preferred Agreement prior to the date of that Amendment Document (a "**Maturity Amendment Provision**"),

then the Company shall promptly, and in any event prior to entering into such Amendment Document, give notice and provide a copy of the More Restrictive Clauses or Maturity Amendment Provision to each holder and offer to amend the Finance Documents to include terms equivalent to the More Restrictive Clauses or Maturity Amendment Provision (as applicable). Any notice delivered pursuant to this paragraph (a) shall make reference to this Section 9.10(a) and specify that, in order to obtain the benefit of More Restrictive Clauses or Maturity Amendment Provisions in a Preferred Agreement, the recipient thereof must, together with other holders constituting Required Holders, notify the Company within 10 Business Days of receipt thereof, in accordance with paragraph (b) below.

(b) Any More Restrictive Clause that relates to pricing shall apply under this Section 9.9 unless it relates to a fee (including any letter of credit fee) which is not analogous to any fee payable under or in relation to this Agreement, provided that nothing in this Section 9.9(b) shall entitle any Original Holder to receive a fee or other payment in connection with any waiver or consent on the basis that such fee or other payment is not analogous with a fee or payment payable under this Agreement. The requirement to offer to amend the Finance Documents to include terms equivalent to any More Restrictive Clause that relates to pricing shall be satisfied if the Company offers to increase the analogous margin, fee or other amount payable under or in relation to this Agreement by the same amount (as a percentage of the relevant commitments) as the proposed increase in pricing in respect of the relevant Other Principal Financing Agreement, the New Term Loan Facility, the Existing Guarantee Facility or the [redacted] Facility (as applicable).

(c) If the Required Holders notify the Company within 10 Business Days after receipt by them of the Company's notice under paragraph (a) above that they wish to accept the offer made by the Company under paragraph (a) above, at the request of the Required Holders or the Company, each Obligor and the relevant Finance Parties will (at the Company's expense) enter into such documentation and take such other action reasonably required in order to effect any amendments to the Finance Documents required to give effect to the More Restrictive Clauses or Maturity Amendment Provisions under the Finance Documents, provided that any such amendments shall be deemed to take effect from the date when the More Restrictive Clauses or Maturity Amendment Provisions come into effect under the relevant Amendment Document.

9.10 Ticking fee

(a) Following the Completion Date, the Company shall pay to each Noteholder a ticking fee computed at the rate of:

(i) 0.075 per cent. per Financial Quarter on the principal amount of the Notes held by that Noteholder commencing on the Completion Date until (but excluding) the first anniversary of the Completion Date; and

(ii) 0.10 per cent. per Financial Quarter on the principal amount of the Notes held by that Noteholder commencing on the first anniversary of the Completion Date until all Notes have been redeemed in full.

(b) Any accrued ticking fee is payable on the last day of each Financial Quarter following the Completion Date in cash and, if prepaid, the accrued ticking fee will be payable on the prepaid amount of the principal amount of the Notes held by the relevant Noteholder at the time the prepayment is effective.

9.11 Exit Fee.

(a) If a Plan B Trigger Event has occurred, the Company shall pay an exit fee to each Noteholder computed at the rate of three per cent. per annum on the principal amount of the Notes held by that Noteholder on each day during the period commencing on the date of the occurrence of the earliest Plan B Trigger Event until (but excluding) the date of all Notes being prepaid or accelerated in accordance with Section 12.1.

(b) Any accrued exit fee is payable following a Plan B Trigger Event:

(i) if the Notes are redeemed or cancelled in full, at the time the redemption or cancellation (as applicable) is effective; or

(ii) if the Notes are accelerated, at the time of acceleration.

(c) The exit fee is payable on the outstanding principal amount of each Note.

(d) For the avoidance of doubt, no exit fee is payable under this Section 9.11 during the Pre-Completion Period or following the Completion Date.

9.12 People with Significant Control Regime.

Each Obligor shall (and the Company shall ensure that each other member of the Group will):

(a) within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 from any company incorporated in the United Kingdom whose shares are the subject of the Transaction Security; and

(b) promptly provide the Security Agent with a copy of that notice.

9.13 Further Assurance.

(a) Subject to the Agreed Security Principles, each Obligor shall (and the Company shall procure that each other member of the Group will) promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify having regard to the rights and restrictions in the Finance Documents (and in such form as the Security Agent may reasonably require in favor of the Security Agent or its nominee(s)):

(i) to perfect the Security created or intended to be created under or evidenced by the Transaction Security Documents (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Transaction Security) or for the exercise of any rights, powers and remedies of the Security Agent or the Noteholders provided by or pursuant to the Finance Documents or by law;

(ii) to confer on the Security Agent or confer on the Noteholders Security over any property and assets of the relevant Transaction Obligor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Transaction Security Documents; and/or

(iii) to facilitate the realization of the assets which are, or are intended to be, the subject of the Transaction Security.

(b) Each Obligor shall (and the Company shall procure that each other member of the Group will) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Noteholders by or pursuant to the Finance Documents.

9.14 SPVs

(a) Except as permitted under the Finance Documents, the Disposal Proceeds SPV shall not trade, carry on any business, own any assets or incur any liabilities other than the Permitted SPV Activities.

(b) Where a Permitted Receivables Financing involves a Receivables Financing SPV, the Company shall procure that such Receivables Financing SPV will not engage, and that no other member of the Group will cause such Receivables Subsidiary to engage, in operations or activities other than (i) the purchase (or otherwise acquisition) of (through cash and/or the issuance of indebtedness or equity interests), owning, holding of, and collecting on, accounts receivable generated by the Company and its Subsidiaries ("**Subject Receivables**") in connection with such Permitted Receivables Financing, (ii) selling, borrowing, pledging, granting security interests in, selling interests in and otherwise dealing with Subject Receivables and related assets and any proceeds or further rights associated with any of the foregoing, (iii) maintaining its corporate or other organisational existence and (iv) activities that are incidental to the foregoing.

9.15 Order of drawing

The Company shall use reasonable endeavours to (and, if applicable, procure that any relevant member of the Group will) draw the Available Permitted Receivables Financing and use Net Disposal Proceeds in each case for liquidity purposes prior to drawing any Facility (as defined in the Facility Agreement).

10. NEGATIVE COVENANTS.

10.1A General.

(a) Subject to paragraphs (b) and (c) of this Section 10, the Company covenants that so long as any of the Notes are outstanding, it shall comply with this Section 10.

(b) Subject to paragraph (d) below, at any time during the Pre-Completion Period (and for so long as no Plan B Covenant Trigger Event has occurred), Part I (*Pre-Completion Period*) of Schedule 3 (*Override Provisions*) shall apply.

(c) At any time following the occurrence of a Plan B Covenant Trigger Event, Part II (*Plan B Covenant Trigger Event*) of Schedule 3 (*Override Provisions*) shall apply.

(d) Notwithstanding the terms in paragraph (b) above, at any time:

(i) from the A&E Effective Date until the Company has received the proceeds of the Sidara Initial Funding Tranche in full; or

(ii) following the occurrence of a New Pre-Completion EoD Trigger under limbs (a) to (c) of the definition thereof,

Paragraph 1 (*Definitions*) of Part II (*Plan B Covenant Trigger Event*) of Schedule 3 (*Override Provisions*) shall apply.

10.1 Transactions with Affiliates.

(a) Subject to paragraphs (b) and (c) below (and without prejudice to any provision in Sections 10.16 and 10.17), no Obligor shall (and the Company shall ensure that no other member of the Group will), directly or indirectly, make any payment to, sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction or series of transactions, contract, agreement, understanding, loan, advance or guarantee with (in each case only to the extent not prohibited by Sections 10.16 and 10.17)), or for the benefit of, Sidara or any of its Affiliates (or any other Shareholder Entity) except in respect of transactions relating to any joint tender, bid, procurement or similar transaction in the ordinary course of trading, and any sub-consulting or sub-contracting arrangements in relation to a third party contract entered into by any member of the Group, in each case entered into on arm's length commercial terms in the ordinary course of trading, and provided that the aggregate value and/or consideration of transactions entered into under this paragraph (a) shall not exceed US$150,000,000 per financial year ("**Affiliate Transaction Cap**") (provided that the Affiliate Transaction Cap may be amended with the prior written consent of the Required Holders (not to be unreasonably withheld)).

(b) In respect of transactions permitted under paragraph (a) above, the Company shall, concurrently with each Monthly Management Account required to be delivered pursuant to Section 7.1(c), provide to the Original Holders a high-level summary of each transaction entered into pursuant to paragraph (a) above in respect of that calendar month and where such summary shall (x) for any individual transaction where the aggregate value and/or consideration

of such individual transaction is more than US$1,000,000, include reasonable detail of the nature, purpose, counterparties, and aggregate value and/or consideration of each such transaction, (y) confirm the aggregate usage of the Affiliate Transaction Cap as at the end of that calendar month; and (z) confirm that the Company (and each member of the Group) remains in compliance with its obligations under this Section 10.1.

(c) The following transactions shall not be a breach of paragraph (a) above:

(i) any transactions evidenced or effected pursuant to the Sidara Initial Facility Agreement;

(ii) any transactions evidenced or effected pursuant to the Sidara Completion Facility Agreement (if applicable);

(iii) any Permitted Conversion that constitutes conversion of indebtedness owed by a member of the Group to Sidara or any of its Affiliates into a capital loan, distributable reserves or share capital of the Company or any Holding Company of the Company; or

(iv) any Indebtedness entered into with Sidara or any of its Affiliates provided any such Indebtedness are designated as and constitute "Subordinated Liabilities" (as defined in the Intercreditor Agreement).

10.2 Merger, Consolidation, Etc.

Save as permitted under this Agreement, neither the Company nor any Subsidiary Guarantor will, and the Company will not permit any Subsidiary Guarantor to, enter into any amalgamation, demerger, merger or reconstruction other than under an intra-Group re-organisation on a solvent basis or other transaction agreed by the Required Holders.

10.3 Compliance with laws

Each Obligor shall comply in all respects with all laws to which it may be subject, if failure so to comply would materially impair its ability to perform its obligations under the Finance Documents.

10.4 Sale of Assets.

The Company and each Subsidiary Guarantor will not (and shall ensure that no other member of the Group will), without the prior written consent of the Required Holders, enter into a single transaction or a series of transactions to sell, lease, transfer or otherwise dispose of any asset save for Permitted Disposals.

10.5 Acquisitions.

The Company will not (and shall ensure that no other member of the Group will) without the prior written consent of the Required Holders, acquire any issued share capital of any entity or any business or undertaking as a going concern other than a Permitted Acquisition.

10.6 Liens.

The Company will not and will not permit any Subsidiary, without the prior written consent of the Required Holders to create, assume, incur or permit to exist any Lien upon or with respect to any property, whether now owned or hereafter acquired, save for Permitted Liens; provided, further that (without limiting the provisions of this Section 10.5), it will not (and the Company shall ensure that no member of the Group will) grant Liens securing Indebtedness outstanding under or pursuant to (i) any Other Principal Financing Agreement or (ii) any bilateral bank facility to which the Company or any Obligor and one or more financial institutions is a party in respect of indebtedness in excess of US$75,000,000 (or its equivalent in any other currency) (other than a Permitted Receivables Financing) in the case of both (i) and (ii) unless and until all obligations of the Company and the Obligors to the Noteholders under the Finance Documents are secured at least equally and rateably with such Indebtedness pursuant to documentation in form and substance reasonably satisfactory to the Required Holders, except in respect of any Other Principal Financing Agreement which constitutes a Primary Financing Document (as defined in the Intercreditor Agreement) and which, in accordance with the terms of the Intercreditor Agreement, at any time ranks in priority to this Agreement and the Notes.

10.7 Limitation on Subsidiary Indebtedness.

The Company will not permit any member of the Group to create, assume, incur or guarantee or otherwise be or become liable in respect of any Indebtedness without the prior written consent of the Required Holders, save for Permitted Guarantees and Permitted Indebtedness.

10.8 Mergers

Save as permitted under this Agreement, no Obligor may enter into any amalgamation, demerger, merger or reconstruction other than under an intra-Group re-organisation on a solvent basis or other transaction without the prior written consent of the Required Holders.

10.9 Net Debt Ratio.

(a) On the First Test Date and each Test Date falling thereafter, the Company covenants that the Net Debt Ratio in respect of the Relevant Period ending on such Test Date shall not exceed:

Test Date	Net Debt Ratio
30 September 2026	4.50:1
31 December 2026	4.50:1
31 March 2027	4.50:1
30 June 2027	4.00:1

30 September 2027	3.75:1
31 December 2027	3.75:1
Any Test Date after 31 December 2027	3.50:1

(b) The covenant in this Section 10.9 shall be tested on each Test Date:

(i) by reference to the financial statements delivered pursuant to Sections 7.1(a) or 7.1(b) (provided that where the applicable Test Date relates to a Quarter Date other than 30 June or 31 December, testing shall be by reference to the Monthly Management Accounts relating to the month ending on such Test Date and each of the two immediately preceding calendar months, and the most recent financial statements delivered in accordance with either Sections 7.1(a) or 7.1(b), provided that any time period in such statements that falls outside the Relevant Period for the purposes of such Test Date shall be excluded) and in each case shall be calculated (subject to paragraph (d) of the definition of "Indebtedness") in accordance with IFRS as it applied as at the date of this Agreement; and

(ii) calculated on the basis of the prevailing foreign exchange rates applicable to the relevant financial statements.

(c) At any time during the Pre-Completion Period (and for so long as no Plan B Trigger Event has occurred), Part I of Schedule 3 shall apply.

(d) Following the occurrence of a Plan B Trigger Event, Part II of Schedule 3 shall apply.

10.10 Interest Cover.

(a) On the First Test Date and each Test Date falling thereafter, the Company covenants that the Interest Cover Ratio in respect of the Relevant Period ending on such Test Date shall not be less than:

Test Date	Interest Cover Ratio
30 September 2026	2.50:1
31 December 2026	2.50:1
31 March 2027	2.50:1
30 June 2027	2.75:1
30 September 2027	3.25:1

31 December 2027	3.25:1
Any Test Date after 31 December 2027	3.50:1

(b) The covenant in this Section 10.10 shall be tested on each Test Date:

(i) by reference to the financial statements delivered pursuant to Sections 7.1(a) or 7.1(b) (provided that where the applicable Test Date relates to a Quarter Date other than 30 June or 31 December, testing shall be by reference to the Monthly Management Accounts relating to the month ending on such Test Date and each of the two immediately preceding calendar months, and the most recent financial statements delivered in accordance with either Sections 7.1(a) or 7.1(b), provided that any time period in such statements that falls outside the Relevant Period for the purposes of such Test Date shall be excluded) and in each case shall be calculated (subject to paragraph (d) of the definition of "Indebtedness") in accordance with IFRS as it applied as at the date of this Agreement; and

(ii) calculated on the basis of the prevailing foreign exchange rates applicable to the relevant financial statements.

(c) At any time during the Pre-Completion Period (and for so long as no Plan B Covenant Trigger Event has occurred), Part I of Schedule 3 shall apply.

(d) Following the occurrence of a Plan B Covenant Trigger Event, Part II of Schedule 3 shall apply.

10.11 Equity Cure

(a) At any time following the Completion Date, the Company may, subject to and in accordance with this Section 10.11, cure a breach of a financial covenant set out in Section 10.9 (a "**Breach**").

(b) The Company may procure the contribution of New Equity and/or new Subordinated Debt such that (without double counting):

(i) the amount of such New Equity and/or new Subordinated Debt (the "**Equity Cure Amount**") shall be deemed to have been received by the Company on the first day of the Relevant Period in respect of which the breach has occurred (the "**Applicable Relevant Period**");

(ii) the Net Debt Ratio for the Applicable Relevant Period and the immediately following Relevant Period (or, if the Relevant Period in respect of which the breach occurred ended on the First Test Date and such First Test Date was 31 March of 30 September, the next two immediately following Relevant Periods) shall be recalculated with the Equity Cure Amount having been deducted from the calculation of Net Borrowings of the Group as at the end of the Applicable Relevant Period; and

(iii) if:

(A) the Equity Cure Amount is received by the Company in cash no later than 10 Business Days after the date of delivery of the Compliance Certificate which relates to the Applicable Relevant Period; and

(B) the Company would have been in compliance with the Net Debt Ratio for the Applicable Relevant Period, when recalculated in accordance with paragraph (ii) above,

then any Default or Event of Default which has arisen as a result of the Breach shall be deemed to have not arisen and shall be remedied for all purposes under the Finance Documents,

(an "**Equity Cure**").

(c) As soon as reasonably practicable following the exercise of an Equity Cure, the Company shall deliver a revised Compliance Certificate to the Original Holders demonstrating the application of the Equity Cure Amount and the recalculation of the Net Debt Ratio for the Applicable Relevant Period.

(d) An Equity Cure may not be effective more than four times in total during the life of the Notes.

(e) No member of the Group shall be required to apply any Equity Cure Amount in mandatory prepayment of the Facilities.

10.12 Line of Business.

Save as permitted under this Agreement, the Company will not and will not permit any Subsidiary to engage in any business if, as a result, the general nature of the business in which the Company and its Subsidiaries, taken as a whole, would then be engaged would be substantially changed from the general nature of the business in which the Company and its Subsidiaries, taken as a whole, are engaged on the date of this Agreement (including any other businesses and activities reasonably related thereto).

10.13 Environment

(a) Each Obligor and each other member of the Group shall:

(i) comply with all Environmental Law;

(ii) obtain, maintain and ensure compliance with all requisite Environmental Approvals; and

(iii) implement procedures to monitor compliance with and to prevent liability under any Environmental Law,

where, in each case, failure to do so has or could reasonably be expected to have a Material Adverse Effect.

(b) The Company shall, promptly upon becoming aware, notify each holder of:

(i) any Environmental Claim started, or to its knowledge, threatened against any member of the Group; or

(ii) any circumstances reasonably likely to result in an Environmental Claim,

which has or, if substantiated, could reasonably be expected to either have a Material Adverse Effect or result in any direct liability for a Noteholder.

10.14 Insurance.

The Company shall ensure that the business and assets of each Obligor, and the Group as a whole, are insured with insurance companies to such an extent and against such risks as companies engaged in a similar business are normally insured.

10.15 Terrorism Sanctions Regulations.

The Company will not, and will not permit any (x) Controlled Entity or (y) Affiliates acting for or on behalf of or engaging in any dealing or transaction with the Company or its Controlled Entities to (a) save as otherwise disclosed in writing by the Company (or the Company's legal adviser on its behalf) to the legal adviser of the Original Holders in paragraph 2, 6 and 7 of the August 2025 Sanctions Disclosures, become (including by virtue of being owned or controlled by a Blocked Person), a Blocked Person or (b) save as otherwise disclosed in writing by the Company (or the Company's legal adviser on its behalf) to the legal adviser of the Original Holders in paragraph 5 of the August 2025 Sanctions Disclosures, directly or indirectly have any investment in or engage in any dealing or transaction (including any investment, dealing or transaction involving the proceeds of the Notes) with any Person if such investment, dealing or transaction would be in violation of, or could result in the imposition of sanctions under, any Economic Sanctions Laws. No part of the proceeds from the sale of the Notes hereunder: (i) constitutes or will constitute funds obtained on behalf of any Blocked Person or will otherwise be used by the Company or any Controlled Entity, directly or knowingly indirectly, (A) in connection with any investment in, or any transactions or dealings with, any Blocked Person, (B) for any purpose that would cause any holder to be in violation of any Economic Sanctions Laws, or (C) otherwise in violation of any Economic Sanctions Laws; (ii) will be used, directly or knowingly indirectly, in violation of, or cause any holder to be in violation of, any Anti-Money Laundering Laws; or (iii) will be used, directly or knowingly indirectly, for the purpose of making any improper payments, including bribes, to any Governmental Official or commercial counterparty in order to obtain, retain or direct business or obtain any improper advantage, in each case which would be in violation of, or cause any holder to be in violation of, any Anti-Corruption Laws. The Company shall not, directly or indirectly, fund all or part of any repayment of any Notes or other payments hereunder out of proceeds derived from transactions in violation of, or the funding of which would result in a violation of, any Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws.

10.16 Dividends etc.

(a) The Company shall not (and shall ensure that no member of the Group will):

(i) declare, make or pay any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution) (whether in cash or kind) on or in respect of its share capital (or any class of its share capital);

(ii) repay or distribute any dividend or share premium reserve;

(iii) pay or allow any member of the Group to pay any management, advisory or other fee to or to the order of any Shareholder Entity;

(iv) redeem, repurchase, defease, retire or repay any of its share capital or resolve to do so; or

(v) make any other payment to a Shareholder Entity in its capacity as such without the prior written consent of the Required Holders.

(b) Paragraph (a) above does not apply to (i) any Permitted Payment or (ii) any Permitted Conversion.

10.17 Repayments of Shareholder Indebtedness

(a) The Company shall not (and shall ensure that no member of the Group will):

(i) repay or prepay any principal amount (or capitalised interest), interest or other amounts outstanding under any indebtedness advanced to any member of the Group by any Shareholder Entity ("**Shareholder Indebtedness**") or any Subordinated Debt;

(ii) pay any interest, fee, charge or any other amounts payable in connection with any Shareholder Indebtedness or any Subordinated Debt; or

(iii) purchase, redeem, defease or discharge (including by way of set-off) any amount outstanding with respect to any Shareholder Indebtedness. or any Subordinated Debt

(b) Paragraph (a) above does not apply to (i) any Permitted Payment or (ii) Permitted Conversion that constitutes conversion of indebtedness owed by a member of the Group to Sidara or any of its Affiliates into a capital loan, distributable reserves or share capital of the Company or any Holding Company of the Company.

10.18 Cash to be held with the RCF Lenders

(a) From the A&E Effective Date (until the Completion Date, if applicable) the Company shall (and shall procure that each member of the Group will) use all commercially

reasonable endeavours to ensure that in each jurisdiction in which a member of the Group operates business, the relevant member of the Group will:

(i) open and/or maintain bank accounts (the "**Preferred Accounts**") with one or more RCF Lenders that provide account bank and cash management services in such jurisdiction (the "**Preferred Account Banks**");

(ii) transfer all amounts standing to the credit of its bank accounts maintained with any entity that is not a Preferred Account Bank to a Preferred Account; and

(iii) maintain cash in the Preferred Accounts in the ordinary course of business.

(b) Paragraph (a) above shall not:

(i) apply in the event that taking such action or step would not be operationally possible (including, without limitation, if none of the RCF Lenders (or their Affiliates) provide account bank and cash management services in the relevant jurisdiction);

(ii) apply to the extent that the aggregate amount of cash held in the relevant jurisdiction does not exceed US$5,000,000 (or its equivalent in other currencies);

(iii) require any member of the Group which is not a direct or indirect wholly-owned Subsidiary of the Company to take any action or step which would be reasonably likely to lead to a breach of its constitutional documents (including, without limitation, any shareholder agreement or joint venture agreement relating to such entity);

(iv) apply to the Receivables Financing SPV in any respect; and

(v) apply to any cash held in any Litigation Pre-Funding Escrow.

11. EVENTS OF DEFAULT.

(a) Subject to paragraphs (b) and (c) below, an "**Event of Default**" shall exist if any of the following conditions or events shall occur and be continuing:

(i) the Company defaults in the payment of any principal or Make-Whole Amount, if any, on any Note when the same becomes due and payable, whether at maturity or at a date fixed for prepayment or by declaration or otherwise; *provided* that such failure shall not be an Event of Default if it occurs solely from any technical or administrative difficulties relating solely to the transfer of such amount and such failure is remedied within three Business Days after the due date for payment; or

(ii) the Company defaults in the payment of any interest on any Note or any amount payable pursuant to Section 13 for more than three Business Days after the same becomes due and payable; or

(iii) the Company defaults in the performance of or compliance with any term contained in Sections 7.1(e), 10.9 or 10.10; or

(iv) the Company defaults in the performance of or compliance with any term contained herein (other than those referred to in Sections 11(a)(i), (ii) and (iii) or the occurrence of a Consultation Event or the expiry of a Consultation Period) and such default is not remedied within 10 days after the earlier of (x) a Responsible Officer obtaining actual knowledge of such default and (y) the Company receiving written notice of such default from any holder of a Note (any such written notice to be identified as a "notice of default" and to refer specifically to this Section 11(a)(iv)); or

(v) any representation or warranty made in writing by or on behalf of the Company, a Subsidiary Guarantor or by any officer thereof in any Finance Document or in any writing furnished in connection with the transactions contemplated hereby or thereby proves to have been false or incorrect in any material respect on the date as of which made, provided that no Event of Default will occur if the failure to comply is capable of remedy and is remedied within 25 Business Days of the earlier of the Company receiving written notice from any holder of a Note and the Company becoming aware of the failure to comply; or

(vi)

(A) Any Indebtedness of any member of the Group are not paid when due (whether by acceleration or otherwise) nor within any originally applicable grace period.

(B) Any Indebtedness of any member of the Group are declared to be or otherwise becomes due and payable prior to their respective specified maturity as a result of an event of default (however described).

(C) No Event of Default will occur under this Section 11(a)(vi) if either:

(x) the aggregate amount of Indebtedness falling within paragraphs (A) and (B) above is less than US$50,000,000 (or its equivalent in any other currency or currencies) in relation to the Group taken as a whole; or

(y) the fact, matter or circumstance that, save for this paragraph C(y), would constitute an Event of Default relates to a demand made by a bank for repayment in whole or in part of an overdraft or other on-demand facility for an amount not exceeding US$50,000,000 (or its equivalent in any other currency or currencies) and full repayment in respect of such demand is received by the relevant bank within seven days of such demand.

(D)

(x) The making of any demand against any member of the Group in respect of any Indebtedness under paragraph (h)(i) of the definition thereof as a result of an event of default (however described).

(y) No Event of Default will occur under paragraph (x) above if the aggregate amount of Indebtedness falling within paragraph (x) above is less than US$50,000,000 (or its equivalent in any other currency or currencies) in relation to the Group taken as a whole. or

(vii) the Company or any Material Subsidiary (t) is generally not paying, or admits in writing its inability to pay, its debts as they become due, (u) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy, for liquidation or to take advantage of any bankruptcy, insolvency, reorganization, moratorium or other similar law of any jurisdiction (in each case other than in connection with a solvent liquidation of a Material Subsidiary), (v) makes an assignment for the benefit of its creditors, (w) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property (other than in connection with a solvent liquidation of a Material Subsidiary), (x) is adjudicated as insolvent or to be liquidated (other than in connection with a solvent liquidation of a Material Subsidiary), or (y) takes corporate action for the purpose of any of the foregoing (other than in connection with a solvent liquidation of a Material Subsidiary); or

(viii) a court or Governmental Authority of competent jurisdiction enters an order appointing, without consent by the Company or any of its Material Subsidiaries, a custodian, receiver, liquidator, administrator, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property, or constituting an order for relief or approving a petition for relief or reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding-up or liquidation of the Company or any of its Material Subsidiaries, or any such petition shall be filed against the Company or any of its Material Subsidiaries and such petition shall not be dismissed within 60 days; or

(ix) any event occurs with respect to the Company or any Material Subsidiary which under the laws of any jurisdiction is analogous to any of the events described in Section 11(a)(vii) or (viii), provided that the applicable grace period, if any, which shall apply shall be the one applicable to the relevant proceeding which most closely corresponds to the proceedings described in Section 11(a)(vii) or (viii); or

(x) (x) any default shall occur under the Deed of Guarantee or the Deed of Guarantee shall cease to be in full force and effect for any reason whatsoever (except as otherwise permitted hereunder and under the Deed of Guarantee), including, without limitation, a determination by any Governmental Authority that the Deed of Guarantee is invalid, void or unenforceable or (y) any Subsidiary Guarantor shall contest or deny

in writing the validity or enforceability of any of its obligations under the Deed of Guarantee; or

(xi) a final judgment or judgments for the payment of money in an aggregate amount which could reasonably be expected to cause a Material Adverse Effect are rendered against one or more of the Company and its Material Subsidiaries and which judgments are not, within 90 days after entry thereof, paid, bonded, discharged or stayed pending appeal, or are not discharged within 90 days after the expiration of such stay; or

(xii) if (i) any Plan shall fail to satisfy the minimum funding standards of ERISA or the Code for any plan year or part thereof or a waiver of such standards or extension of any amortization period is sought or granted under section 412 of the Code, (ii) a notice of intent to terminate any Plan shall have been or is reasonably expected to be filed with the PBGC or the PBGC shall have instituted proceedings under ERISA section 4042 to terminate or appoint a trustee to administer any Plan or the PBGC shall have notified the Company or any ERISA Affiliate that a Plan may become a subject of any such proceedings, (iii) the sum of (x) the aggregate "amount of unfunded benefit liabilities" (within the meaning of section 4001(a)(18) of ERISA) under all Plans, determined in accordance with Title IV of ERISA, plus (y) the amount (if any) by which the aggregate present value of accrued benefit liabilities under all funded Non-U.S. Plans exceeds the aggregate current value of the assets of such Non-U.S. Plans allocable to such liabilities, shall exceed an amount that would reasonably be expected to have a Material Adverse Effect, (iv) the Company or any ERISA Affiliate shall have incurred or is reasonably expected to incur any liability pursuant to Title I or IV of ERISA or the penalty or excise tax provisions of the Code relating to employee benefit plans, (v) the Company or any ERISA Affiliate withdraws from any Multiemployer Plan, (vi) the Company or any Subsidiary establishes or amends any employee welfare benefit plan that provides post-employment welfare benefits in a manner that would increase the liability of the Company or any Subsidiary thereunder, (vii) the Company or any Subsidiary fails to administer or maintain a Non-U.S. Plan in compliance with the requirements of any and all applicable laws, statutes, rules, regulations or court orders or any Non-U.S. Plan is involuntarily terminated or wound up or (viii) the Company or any Subsidiary becomes subject to the imposition of a financial penalty (which for this purpose shall mean any Tax, penalty or other liability, whether by way of indemnity or otherwise) with respect to one or more Non-U.S. Plans; and any such event or events described in paragraphs (i) through (viii) above, either individually or together with any other such event or events, would reasonably be expected to have a Material Adverse Effect.

As used in Section 11(a)(xii), the terms "**employee benefit plan**" and "**employee welfare benefit plan**" shall have the respective meanings assigned to such terms in section 3 of ERISA.

(xiii) Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of any member of the Group with an aggregate value of US$25,000,000 or more and is not discharged within 10 Business Days provided that, only in the case of a member of the Group which is not an Obligor, such action could reasonably be expected to have a Material Adverse Effect.

(xiv)

(x) Any corporate action, legal proceedings or other procedure or step is taken in relation to the enforcement of any Security over assets of any member of the Group in respect of amounts in excess of US$50,000,000 (or its equivalent in any other currency or currencies), or an analogous procedure or step is taken in any other jurisdiction.

(y) This Section 11(a)(iv) shall not apply (in the case of any member of the Group which is not an Obligor, unless and to the extent such event could reasonably be expected to have a Material Adverse Effect.

(xv) Subject to the Legal Reservations, any Transaction Security Document does not create in favour of the Security Agent for the benefit of the Secured Parties the Transaction Security which it is expressed to create with the ranking and priority it is expressed to have.

(xvi) Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(A) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, judicial management (in respect of any Spanish Obligor and/or Singapore Obligor) or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any member of the Group other than a solvent liquidation or reorganisation of any member of the Group which is not an Obligor;

(B) a composition, compromise, assignment or arrangement with any creditor of any member of the Group (including without limitation, a restructuring plan under articles 614 et seq. of the Spanish Insolvency Act);

(C) the appointment of a liquidator (other than in respect of a solvent liquidation of a member of the Group which is not an Obligor), receiver, judicial manager (in respect of any Spanish Obligor and/or Singapore Obligor), administrative receiver, administrator, compulsory manager, custodian, trustee, examiner or liquidator or other similar officer in respect of any member of the Group or any of its assets; or

(D) enforcement of any Security over assets of any member of the Group in respect of amounts in excess of US$50,000,000 (or its equivalent in any other currency or currencies); or

(E) any action by any Obligor, any of their respective directors or any third party aiming to the declaration of insolvency ("**concurso**"), including any "*solicitud de concurso voluntario*", "*solicitud de concurso necesario*"; the court-declaration of insolvency ("**declaración de**

concurso"); the occurrence of any of the situations described in article 2.4 of the Spanish Insolvency Act; or the delivery of a notice to the relevant court informing about the initiation of negotiations with creditors according to articles 585 et seq. of the Spanish Insolvency Act,

or an analogous procedure or step is taken in any other jurisdiction, provided that this Section 11(a)(xvii) shall not apply:

(F) to any winding-up petition which is frivolous or vexatious or being contested in good faith and in each case is discharged, stayed or dismissed within 30 days of commencement; or

(G) in the case of any member of the Group which is not an Obligor, unless and to the extent such event could reasonably be expected to have a Material Adverse Effect.

(xvii)

(A) A member of the Group is unable or admits in writing its inability generally to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness, provided that, only in the case of a member of the Group which is not an Obligor, such action could reasonably be expected to have a Material Adverse Effect.

(B) A moratorium which takes effect by operation of law is declared in respect of any indebtedness of any member of the Group, provided that, only in the case of a member of the Group which is not an Obligor, such action could reasonably be expected to have a Material Adverse Effect.

(xviii) An Obligor (other than the Company) is not or ceases to be a Subsidiary of the Company other than in accordance with the provisions of this Agreement or with the prior written consent of all the Noteholders.

(xix) It is or becomes unlawful for a Transaction Obligor to perform any of its obligations under the Finance Documents, any of the terms of any Finance Document ceases for whatever reason to be legal, valid and binding, any Transaction Security created or expressed to be created or evidenced by the Transaction Security Documents ceases to be effective or any consent required to enable any Transaction Obligor to perform its obligations under any Finance Document ceases to be in full force and effect.

(xx) A Transaction Obligor repudiates a Finance Document or any of the Transaction Security.

(xxi) Any event or circumstance occurs which has or is reasonably likely to have a Material Adverse Effect.

(xxii) Any of the following occurs in respect of an Obligor under any U.S. Bankruptcy Law:

(A) it makes a general assignment for the benefit of creditors;

(B) the filing of a voluntary petition under any U.S. Bankruptcy Law;

(C) the filing of an involuntary proceeding in a court of competent jurisdiction in the United States seeking relief under U.S. Bankruptcy Law and such proceeding shall continue undismissed for 60 days, or the applicable Obligor shall consent to the institution of, or fail to contest in a timely and appropriate manner (and in all events within 45 days of such filing), any such involuntary proceeding; or

(D) an order for relief or other order or decree approving or ordering any case or proceeding with respect to an Obligor is entered under any U.S. Bankruptcy Law.

(xxiii) Any requirement of Section 9.8(e) is not satisfied.

(xxiv) Any Obligor is declared by the Minister of Finance to be a company to which Part 9 of the Companies Act 1967 of Singapore applies.

(b) At any time during the Pre-Completion Period (and for so long as no Plan B Covenant Trigger Event has occurred), Part I (*Pre-Completion Period*) of Schedule 3 (*Override Provisions*) shall apply.

(c) Following the occurrence of a Plan B Covenant Trigger Event, Part II (*Plan B Covenant Trigger Event*) of Schedule 3 (*Override Provisions*) shall apply.

12. REMEDIES ON DEFAULT, ETC.

12.1 Acceleration.

(a) If an Event of Default with respect to the Company described in Section 11(a)(vii), (viii), (ix) or (xxii) (other than an Event of Default described in paragraph (i) of Section 11(a) (vii) or described in paragraph (y) of Section 11(a)(vii) by virtue of the fact that such paragraph encompasses paragraph (t) of Section 11(a)(vii)) has occurred, all the Notes then outstanding shall automatically become immediately due and payable.

(b) If any other Event of Default (other than an Event of Default described in Section 11(a)(vii), (viii), (ix) or (xxii)) has occurred and is continuing, the Required Holders may at any time at their option, by notice or notices to the Company, declare all the Notes then outstanding to be immediately due and payable and/or by notice to the relevant Dutch Obligor,

require that Dutch Obligor to give a guarantee or Lien in favour of the Secured Parties or as directed by the Security Agent and that Dutch Obligor shall comply with any such requirement.

(c) If any Event of Default described in Section 11(a)(i) or (ii) has occurred and is continuing, any holder or holders of Notes at the time outstanding affected by such Event of Default may at any time, at its or their option, by notice or notices to the Company, declare all the Notes held by it or them to be immediately due and payable and/or by notice to the relevant Dutch Obligor, require that Dutch Obligor to give a guarantee or Lien in favour of the Secured Parties or as directed by the Security Agent and that Dutch Obligor shall comply with any such requirement.

Upon any Notes becoming due and payable under this Section 12.1, whether automatically or by declaration, such Notes will forthwith mature and the entire unpaid principal amount of such Notes, plus (x) all accrued and unpaid interest thereon (including interest accrued thereon in respect of any series of the Notes at the Default Rate for such series, if applicable) and (y) the Make-Whole Amount determined in respect of such principal amount (to the full extent permitted by applicable law), shall all be immediately due and payable, in each and every case without presentment, demand, protest or further notice, all of which are hereby waived. The Company acknowledges, and the parties hereto agree, that each holder of a Note has the right to maintain its investment in the Notes free from repayment by the Company (except as herein specifically provided for) and that the provision for payment of a Make-Whole Amount by the Company in the event that the Notes are prepaid or are accelerated as a result of an Event of Default, is intended to provide compensation for the deprivation of such right under such circumstances.

12.2 Other Remedies.

If any Default or Event of Default has occurred and is continuing, and irrespective of whether any Notes have become or have been declared immediately due and payable under Section 12.1, the holder of any Note at the time outstanding may proceed to protect and enforce the rights of such holder by an action at law, suit in equity or other appropriate proceeding, whether for the specific performance of any agreement contained herein or in any Note, or for an injunction against a violation of any of the terms hereof or thereof, or in aid of the exercise of any power granted hereby or thereby or by law or otherwise.

12.3 Rescission.

At any time after any Notes have been declared due and payable pursuant to Section 12.1(b) or (c), the Required Holders, by written notice to the Company, may rescind and annul any such declaration and its consequences if (a) the Company has paid all overdue interest on the Notes, all principal of and Make-Whole Amount, if any, on any Notes that are due and payable and are unpaid other than by reason of such declaration, and all interest on such overdue principal and Make-Whole Amount, if any, and (to the extent permitted by applicable law) any overdue interest in respect of the Notes, at the Default Rate for the applicable series, (b) neither the Company nor any other Person shall have paid any amounts that have become due solely by reason of such declaration, (c) all Events of Default and Defaults, other than non-payment of amounts that have become due solely by reason of such declaration, have been cured or have been waived pursuant to Section 18, and (d) no judgment or decree has been entered for the

payment of any monies due pursuant hereto or to the Notes. No rescission and annulment under this Section 12.3 will extend to or affect any subsequent Event of Default or Default or impair any right consequent thereon.

12.4 No Waivers or Election of Remedies, Expenses, Etc.

No course of dealing and no delay on the part of any holder of any Note in exercising any right, power or remedy shall operate as a waiver thereof or otherwise prejudice such holder's rights, powers or remedies. No right, power or remedy conferred by this Agreement or by any Note upon any holder thereof shall be exclusive of any other right, power or remedy referred to herein or therein or now or hereafter available at law, in equity, by statute or otherwise. Without limiting the obligations of the Company under Section 16, the Company will pay to the holder of each Note on demand such further amount as shall be sufficient to cover all costs and expenses of such holder incurred in any enforcement or collection under this Section 12, including, without limitation, reasonable attorneys' fees, expenses and disbursements.

13. TAX INDEMNIFICATION; ETC.

13.1 Gross-up.

All payments whatsoever under this Agreement and the Notes will be made by the Company in lawful currency of the United States of America or the United Kingdom, as applicable, free and clear of, and without liability for withholding or deduction for or on account of, any present or future Taxes of whatever nature imposed or levied on such payments made to any holder of Notes by or on behalf of any jurisdiction, unless the withholding or deduction of such Tax is required by law.

If any deduction or withholding for any Tax of any jurisdiction (other than the jurisdiction in which such holder is resident for tax purposes, except where such jurisdiction is the United Kingdom) (a) in which the Company is incorporated, organized, managed or controlled or otherwise resides for tax purposes or (b) where a branch or office through which the Company is acting for purposes of this Agreement is located, or (c) from or through which the Company is making any payment (or any political subdivision or taxing authority of or in such jurisdiction) (hereinafter a "**Taxing Jurisdiction**") shall at any time be required in respect of any amounts to be paid by the Company under this Agreement or the Notes, the Company will pay to the relevant Taxing Jurisdiction the full amount required to be withheld, deducted or otherwise paid before penalties attach thereto or interest accrues thereon and pay to each holder of a Note such additional amounts as may be necessary in order that the net amounts paid to such holder pursuant to the terms of this Agreement or the Notes after such deduction, withholding or payment (including, without limitation, any required deduction or withholding of Tax on or with respect to such additional amount), shall be not less than the amounts then due and payable to such holder under the terms of this Agreement or the Notes before the assessment of such Tax, *provided* that no payment of any additional amounts shall be required to be made:

(a) in the case of a payment to a holder which is not a UK Qualifying Holder, for or on account of any Tax that would not have been imposed but for the existence of any present

or former connection between such holder (or a fiduciary, settlor, beneficiary, member of, shareholder of, or possessor of a power over, such holder, if such holder is an estate, trust, partnership or corporation or any Person other than the holder to whom the Notes or any amount payable thereon is attributable for the purposes of such Tax) and the Taxing Jurisdiction, other than the mere holding or enforcing of the relevant Note or the receipt of payments thereunder or in respect thereof, including, without limitation, such holder (or such other Person described in the above parenthetical) being or having been a citizen or resident thereof, or being or having been present or engaged in trade or business therein or having or having had an establishment, office, fixed base or branch therein, *provided* that this exclusion shall not apply with respect to a Tax that would not have been imposed but for the Company, after the date of the Closing, opening an office in, moving an office to, reincorporating in, or changing the Taxing Jurisdiction from or through which payments on account of this Agreement or the Notes are made to, the Taxing Jurisdiction imposing the relevant Tax;

(b) in the case of a payment to a holder which is not (i) a UK Qualifying Holder, or (ii) a holder who has provided a QPP Certificate in accordance with Section 13.4 for or on account of any Tax that would not have been imposed but for the delay or failure by such holder (following a written request by the Company or its legal counsel) in the filing with the relevant Taxing Jurisdiction of Forms (as defined below) that are required to be filed by such holder to avoid or reduce such Taxes (including for such purpose any extensions, refilings or renewals of filings that may from time to time be required by the relevant Taxing Jurisdiction) and/or in the delay or failure by such holder to take such other reasonably requested actions in order to mitigate the amount of any such Tax, *provided* that the filing of such Forms and/or the taking of such other requested actions would not (in such holder's reasonable judgment) impose any unreasonable burden (in time, resources or otherwise) on such holder or result in any confidential or proprietary income tax return information being revealed, either directly or indirectly, to any Person and such delay or failure could have been lawfully avoided by such holder, *provided further*, that the submission of the HMRC Documents (as defined below) shall not constitute the imposition of any such unreasonable burden or constitute the disclosure of any confidential or proprietary income tax return information for the purpose hereof, and *provided further*, that such holder shall be deemed to have satisfied the requirements of this paragraph (b) upon the good faith completion and submission of such Forms (including extensions, refilings or renewals of filings), or taking of such actions, as may be specified in a written request of the Company or its legal counsel no later than 60 days after receipt by such holder of such written request (accompanied by copies of such Forms and related instructions, if any, all in the English language or with an English translation thereof) *provided*, *however*, that in the case of a written request from the Company or its legal counsel that an application be made for an extension or renewal of a direction from His Majesty's Revenue & Customs ("**HMRC**") made pursuant to an HMRC Form US-Company 2002 or similar Form, such holder shall be deemed to have satisfied the requirements of this section (b) upon the good faith submission of such application to HMRC not less than six (6) months prior to the date on which such direction is to expire (subject to the Company's compliance with the requirement below to provide at least 9 months' but no more than 12 months' prior written notice) *provided further* that such holder shall be deemed to have satisfied the requirements of this paragraph (b) upon providing the Company with such holder's valid HMRC DT Treaty Passport Scheme reference number and Taxing Jurisdiction in Schedule A of the Original Note Purchase Agreement (provided that such information remains correct as at the A&E Effective Date), or otherwise pursuant to Section 14.2(a) of this Agreement (as applicable);

(c) for or on account of any estate, inheritance, gift, sale, excise, transfer, personal property or similar tax assessment, or governmental charge;

(d) to any holder of a Note that is registered in the name of a nominee if under UK law or practice (or the current regulatory interpretation of such law or practice) securities held in the name of a nominee do not qualify for an exemption from the relevant Tax;

(e) for any Tax imposed under FATCA;

(f) with regard to any holder of a Note to which Section 13.3 applies, for or on account of any Tax that would not have been imposed but for the breach by that holder of any of the Terms and Conditions;

(g) for or on account of any combination of paragraphs (a), (b), (c), (d), (e), or (f) above;

and *provided further that*:

(x) in no event shall the Company be obligated to pay such additional amounts to any holder of a Note that (A) was not a Qualifying Holder or a UK Qualifying Holder on the day it acquired the relevant Note, and (B) is not resident for tax purposes in the United States of America, Japan or an OP Jurisdiction in excess of the amounts that the Company would be obligated to pay if such holder had been a resident of the United States of America, Japan or such other OP Jurisdiction, as applicable, for the purposes of, and fully eligible for the benefits of, any double taxation treaty from time to time in effect between the United States of America, Japan or such other OP Jurisdiction and the relevant Taxing Jurisdiction, and all necessary formalities had been completed and all conditions in the treaty had been satisfied for the maximum available exemption from Tax imposed on any payment made under this Agreement by the relevant Taxing Jurisdiction at the time of payment of any amounts under this Agreement; and

(y) except in the case where Section 13.3 or Section 13.4 applies, in the case where the Taxing Jurisdiction is the United Kingdom, and notwithstanding any other provisions of this Section 13, in no event shall the Company be obligated to pay any such additional amounts whatsoever in relation to a specific interest payment date to any holder of a Note resident in the United States of America or Japan who has failed to (i) (A) file a validly completed and executed HMRC Form US/Company 2002, Form Japan-3-DT and/or other relevant claim form(s) and documentation (collectively, the "**HMRC Documents**" and "**HMRC Document**" shall be construed accordingly) with the United States Internal Revenue Service or the relevant National Tax Agency office in Japan or other relevant tax authority, as applicable, and (B) provide full copies thereof (together with evidence of receipt by the United States Internal Revenue Service, the relevant National Tax Agency office in Japan or other relevant tax authority) to the Designated Tax Officer, all not less than 120 days prior to the relevant interest payment date or (ii) (A) file or refile any HMRC Document and any other accompanying document required to be filed with such HMRC Document with HMRC in order to extend or renew any direction given pursuant to a previously filed HMRC Document and (B) provide full copies thereof to the Designated Tax Officer, all not less than 120 days prior to the relevant interest payment date.

13.2 Treaty Clearance.

To the extent it has not done so prior to the A&E Effective Date, the Company or its legal counsel will furnish each holder of a Note which provides a United States Tax Identification Number in the column B of Schedule 1 to of the First Amendment and Restatement Deed or its legal counsel (other than a holder that has provided its HMRC DT Treaty Passport Scheme details in accordance with Section 13.3 or delivered a QPP Certificate in accordance with Section 13.4) with copies of the HMRC Documents (other than any documents that may be created by that holder and are required to be filed with any HMRC Document) required to be filed pursuant to Section 13.1(b) above, and in connection with the transfer of any Note the Company or its legal counsel will, within 30 days of the registration of such transfer, furnish the transferee of such Note (other than a transferee that has provided its HMRC DT Treaty Passport Scheme details or delivered a QPP Certificate) with copies of any such HMRC Documents or other Forms (other than any documents that may be created by the transferee and are required to be filed with any HMRC Document or other Form) then required (such furnishing of such HMRC Documents or other Forms shall be deemed to be the written request of the Company or its legal counsel required by Section 13.1(b) so that no further request must be made, and which written request shall be deemed to have been given on the date that such HMRC Documents or other Forms are furnished to the holder of a Note or the transferee of any Note (as the case may be) but no earlier than the date of the A&E Effective Date).

The Company or its legal counsel shall provide to each holder of a Note written notice of the date of expiry of any direction given pursuant to an HMRC Document at least nine (9) months but no more than twelve (12) months prior to such expiry and, at the time of such notice, any HMRC Documents then required in respect of any extension, refiling or renewal. The giving of such notice and the provision of any such HMRC Documents shall be deemed to be the written request of the Company or its legal counsel to make an application for an extension or renewal of a direction from HMRC made pursuant to an HMRC Document for the purposes of any paragraph of this Section 13 so that no further request need be made, and such written request shall be deemed to have been given on the date that such notice is received by the holder of a Note.

Except in the case where Section 13.3 or Section 13.4 applies, and subject to the limitations of Section 13.1(b) and (y) above, by acceptance of any Note, the holder of such Note agrees, that it will from time to time with reasonable promptness (i) duly complete and deliver to or as reasonably directed by the Company all such forms, certificates, documents and returns provided to such holder or its legal counsel by the Company or its legal counsel (collectively, together with instructions for completing the same, "**Forms**") required to be filed by or on behalf of such holder in order to avoid or reduce any such Tax pursuant to the provisions of an applicable statute, regulation or administrative practice of the relevant Taxing Jurisdiction or of a tax treaty between the jurisdiction of the holder of such Note and such Taxing Jurisdiction and (ii) provide the Company with such information with respect to such holder as the Company may reasonably request in order to complete any such Forms, *provided* that nothing in this Section 13 shall require any holder to provide information with respect to any such Form or otherwise if in the good faith opinion of such holder such Form or disclosure of information would involve the disclosure of tax return or other information that is confidential or proprietary to such holder, and *provided further* that each such holder shall be deemed to have complied

with its obligation under this paragraph with respect to any Form if such Form shall have been duly completed and delivered by such holder to the Company or mailed to the appropriate taxing authority, whichever is applicable, within 60 days following a written request of the Company (which request shall be accompanied by copies of such Form and English translations of any such Form not in the English language) and, in the case of a transfer of any Note, at least 90 days prior to the relevant interest payment date; *provided* that (i) where such Form has been mailed to the appropriate taxing authority, each such holder shall have provided a copy of such submitted Form to the Company, and a copy of the acknowledgment of receipt of the Form from the appropriate taxing authority if available or possible to request such acknowledgment of receipt from the appropriate taxing authority and (ii) each such holder shall have responded to any query relating to such Form from the appropriate taxing authority within the longer of (1) the applicable time limits (if any such limits exist) and (2) 30 days of receipt of such query by the holder.

13.3 Passport Scheme.

Any Original Holder which has previously provided to the Company its scheme reference number and jurisdiction of tax residence in writing confirms that it wishes the HMRC DT Treaty Passport Scheme to continue to apply to this Agreement and the Notes and (unless it has indicated otherwise in writing) further confirms that the scheme reference number and jurisdiction of tax residence previously provided remains correct as at the A&E Effective Date. Each transferee of a Note who holds a passport under the HMRC DT Treaty Passport Scheme, and who wishes the scheme to apply to this Agreement and the Notes, shall irrevocably include an indication to that effect by including its scheme reference number and its jurisdiction of tax residence in the information provided to the Company pursuant to Section 14.2.

Where a holder of a Note has provided its HMRC DT Treaty Passport Scheme reference number and its jurisdiction of tax residence to the Company in writing before the A&E Effective Date or has included this information in the information provided to the Company pursuant to Section 14.2(a), the Company shall file a duly completed form DTTP2 in respect of such holder with HMRC no later than 30 days prior to the first interest payment date under the Notes (or, in the case of any transferee of a Note, within 30 days of completion of the transfer thereof) and shall provide such holder with a copy of that filing.

Where a holder of a Note has not previously provided its HMRC DT Treaty Passport Scheme reference number to the Company in writing before the A&E Effective Date or has not included this information in the information provided to the Company pursuant to Section 14.2(a), but subsequently wishes that scheme to apply to this Agreement and the Notes, such holder shall notify the Company (in accordance with Section 19) of its scheme reference number and its jurisdiction of tax residence. The Company shall then file a duly completed DTTP2 in respect of such holder with HMRC and shall provide the holder with a copy of that filing, provided that such notice is given to the Company within 20 days of the date of the A&E Effective Date (or within 20 days of completion of the transfer of any Note). For the avoidance of doubt, the Company shall not be liable for any loss or damage to the holder if the completed DTTP2 is not filed by the Company within 30 days of the date of the A&E Effective Date (or within 30 days of completion of the transfer of any Note) as a result of a default or delay of the holder.

It shall thereafter be the sole responsibility of the holder of any Note to comply with the Terms and Conditions (other than the Terms and Conditions for which the Company is responsible), including, without limitation, renewing its passport from time to time and notifying HMRC of any material change to its form or circumstances.

13.4 Qualifying Private Placement Certificate.

Any Original Holder or other holder of a Note may deliver a QPP Certificate to the Company and provided that such QPP Certificate has not been withdrawn by the holder of the Note or cancelled by HMRC (unless such withdrawal or cancellation is as a consequence of the failure of the Company to comply with its obligations under regulation 7 of the Income Tax (Qualifying Private Placement Regulations) 2015 (SI 2015/2002)) such Original Holder or holder shall not be required to file any other Form seeking relief in respect of UK Tax pursuant to the applicable double taxation agreement or to provide its HMRC DT Treaty Passport Scheme reference number (and so be non-compliant with the provisions of this Section 13) unless it has failed to file such Form (which shall be duly provided by the Company) in accordance with the provisions of this Section 13 within the period of 30 days following it being notified of such withdrawal or cancellation and receiving a written request to do so from the Company or their legal counsel.

13.5 Tax Credits, Etc.

If any payment is made by the Company to or for the account of the holder of any Note after deduction for or on account of any Taxes, and increased payments are made by the Company pursuant to this Section 13, then, if such holder in its discretion (acting reasonably) determines that it has received, utilized (in the case of a credit or allowance) or been granted a refund of, or credit or allowance with respect to, such Taxes, such holder shall, to the extent that it can do so without prejudice to the retention of the amount of such refund, credit or allowance, reimburse to the Company the amount of such refund, credit or allowance as such holder shall, in its discretion (acting reasonably), determine to be attributable to the relevant Taxes or deduction or withholding and would leave it (after such reimbursement) in the same after-Tax position as it would have been in had no payment by the Company been required to be made. Nothing herein contained shall interfere with the right of the holder of any Note to arrange its tax affairs in whatever manner it thinks fit and, in particular, no holder of any Note shall be under any obligation to claim relief from its corporate profits or similar tax liability in respect of such Tax in priority to any other claims, reliefs, credits or deductions available to it or (other than as set forth in Section 13.1(b) above) oblige any holder of any Note to disclose any information relating to its tax affairs or any computations in respect thereof.

The Company will furnish the holders of Notes, promptly and in any event within 60 days after the date of any payment by the Company of any Tax in respect of any amounts paid under this Agreement or the Notes, the original tax receipt (or a certificate of Tax deducted) issued by the relevant taxation or other authorities involved for all amounts paid as aforesaid (or if such original tax receipt (or a certificate of Tax deducted) is not available or must legally be kept in the possession of the Company, a duly certified copy of the original tax receipt or any other reasonably satisfactory evidence of payment), together with such other documentary evidence with respect to such payments as may be reasonably requested from time to time by any holder of a Note.

If the Company is required by any applicable law, as modified by the practice of the taxation or other authority of any relevant Taxing Jurisdiction, to make any deduction or withholding of any Tax in respect of which the Company would be required to pay any additional amount under this Section 13, but for any reason does not make such deduction or withholding with the result that a liability in respect of such Tax is assessed directly against the holder of any Note, and such holder pays such liability, then the Company will promptly reimburse such holder for such payment (including any related interest or penalties to the extent such interest or penalties arise by virtue of a default or delay by the Company) upon demand by such holder accompanied by an official receipt (or a duly certified copy thereof) issued by the taxation or other authority of the relevant Taxing Jurisdiction.

If the Company makes payment to or for the account of any holder of a Note after deduction for or on account of any Taxes, and such holder is entitled to a refund of or credit or allowance with respect to the Tax to which such payment is attributable upon the making of a filing (other than a Form described above except where any such Form may also be used to request any such refund, credit or allowance for such Tax), then such holder shall, as soon as practicable after receiving written request from the Company (which shall specify in reasonable detail and supply the refund, credit and/or allowance forms to be filed) use reasonable efforts to complete and deliver such refund, credit and/or allowance forms to or as directed by the Company, subject, however, to the same limitations with respect to Forms as are set forth above.

13.6 FATCA Information.

By acceptance of any Note, the holder of such Note agrees that such holder will from time to time with reasonable promptness duly complete and deliver to or as reasonably directed by the Company or its agent from time to time (i) in the case of any such holder that is a U.S. Person, such holder's United States tax identification number or other Forms reasonably requested by the Company necessary to establish such holder's status as a U.S. Person under FATCA and as may otherwise be necessary for the Company to comply with its obligations under FATCA and (ii) in the case of any such holder that is not a U.S. Person, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation as may be necessary for the Company to comply with its obligations under FATCA and to determine that such holder has complied with such holder's obligations under FATCA or to determine the amount (if any) to deduct and withhold from any such payment made to such holder. Nothing in this Section 13.6 shall require any holder of Notes to provide information that is confidential or proprietary to such holder unless such information is prescribed by applicable law for the Company to comply with its obligations under FATCA and, in such event, the Company shall treat such information as confidential.

13.7 Survival

The obligations of the Company under this Section 13 shall survive the payment or transfer of any Note and the provisions of this Section 13 shall also apply to successive transferees of the Notes.

14. REGISTRATION; EXCHANGE; SUBSTITUTION OF NOTES.

14.1 Registration of Notes.

The Company shall keep at its registered office or principal place of business a register for the registration and registration of transfers of Notes. The name and address of each holder of one or more Notes, each transfer thereof and the name and address of each transferee of one or more Notes shall be registered in such register. If any holder of one or more Notes is a nominee, then (a) the name and address of the beneficial owner of such Note or Notes shall also be registered in such register as an owner and holder thereof and (b) at any such beneficial owner's option, either such beneficial owner or its nominee may execute any amendment. Prior to due presentment for registration of transfer, the Person in whose name any Note shall be registered shall be deemed and treated as the owner and holder thereof for all purposes hereof, and the Company shall not be affected by any notice or knowledge to the contrary. The Company shall give to any holder of a Note that is an Institutional Investor promptly upon request therefor, a complete and correct copy of the names and addresses of all registered holders of Notes.

14.2 Transfer and Exchange of Notes; No Transfer to Competitors.

(a) Upon surrender of any Note to the Company at the address and to the attention of the designated officer (all as specified in Section 19) for registration of transfer or exchange (and in the case of a surrender for registration of transfer accompanied by (i) a written instrument of transfer duly executed by the registered holder of such Note or such holder's attorney duly authorized in writing and accompanied by the relevant name of the beneficial owner, nominee name (if any) for registration of notes, address and other details for notices of each transferee of such Note or part thereof and (ii) a Creditor Accession Undertaking, duly executed (and the Company shall use reasonable endeavours to procure that the Creditor Accession Undertaking is countersigned by the Security Agent) within ten Business Days thereafter the Company shall execute and deliver, at the Company's expense (except as provided below), one or more new Notes of the same series (as requested by the holder thereof) in exchange therefor, in an aggregate principal amount equal to the unpaid principal amount of the surrendered Note. Each such new Note shall be payable to such Person as such holder may request and shall be substantially in the form of Exhibit 1(a)(i) or Exhibit 1(a)(ii), as applicable. Each such new Note shall be dated and bear interest from the date to which interest shall have been paid on the surrendered Note or dated the date of the surrendered Note if no interest shall have been paid thereon. The Company may require payment of a sum sufficient to cover any stamp tax or governmental charge imposed in respect of any such transfer of Notes. Notes shall not be transferred in denominations of less than $500,000, provided that if necessary to enable the registration of transfer by a holder of its entire holding of Notes, one Note may be in a denomination of less than $500,000. Any transferee, by its acceptance of a Note registered in its name (or the name of its nominee), shall be deemed to have made the representations set forth in Section 6.

(b) Without limiting the foregoing, each Original Holder and each subsequent holder of any Note severally agrees that it will not, directly or indirectly, resell any Notes purchased by it to a Person which is a Competitor (it being understood that such holder shall advise any broker or intermediary acting on its behalf that such resale to a Competitor is limited

hereby). The Company shall not be required to recognize any sale or other transfer of a Note to a Competitor and no such transfer shall confer any rights hereunder upon such transferee.

14.3 Replacement of Notes.

Upon receipt by the Company at the address and to the attention of the designated officer (all as specified in Section 19(iii)) of (a) evidence reasonably satisfactory to it of (ii) the ownership of and (ii) the loss, theft, destruction or mutilation of any Note (which evidence shall be, in the case of an Institutional Investor, notice from such Institutional Investor of such ownership and such loss, theft, destruction or mutilation) or (b) evidence reasonably satisfactory to it of (i) the ownership of and (ii) a copy of the Original Series C Notes, and

(a) in the case of loss, theft or destruction, of indemnity reasonably satisfactory to it (*provided* that if the holder of such Note is, or is a nominee for, an Original Holder or another holder of a Note with a minimum net worth of at least $100,000,000 (or its equivalent in any other currency) or a Qualified Institutional Buyer, such Person's own unsecured agreement of indemnity shall be deemed to be satisfactory), or

(b) in the case of mutilation, upon surrender and cancellation thereof,

within ten Business Days thereafter the Company at its own expense shall execute and deliver, in lieu thereof, a new Note of the same series or, in the case of loss, theft, destruction, mutilation or return of an Original Series C Note, a new Series C2 Note, dated and bearing interest from the date to which interest shall have been paid on such lost, stolen, destroyed, mutilated or returned Note or dated the date of such lost, stolen, destroyed mutilated or returned Note if no interest shall have been paid thereon.

15. PAYMENTS ON NOTES.

15.1 Place of Payment.

Subject to Section 15.2, payments of principal, Make-Whole Amount, if any, and interest becoming due and payable on the Notes shall be made in London, England at the principal office of [redacted] in such jurisdiction. The Company may at any time, by notice to each holder of a Note, change the place of payment of the Notes so long as such place of payment shall be either the principal office of the Company in such jurisdiction or the principal office of a bank or trust company in such jurisdiction.

15.2 Home Office Payment.

So long as any Original Holder or its nominee shall be the holder of any Note, and notwithstanding anything contained in Section 15.1 or in such Note to the contrary, the Company will pay all sums becoming due on such Note for principal, Make-Whole Amount, if any, and interest by the method and at the address most recently specified for such purpose by such holder to the Company on or before the A&E Effective Date, or by such other method or at such other address as such Original Holder shall have from time to time specified to the Company in writing for such purpose, without the presentation or surrender of such Note or the making of any notation thereon, except that upon written request of the Company made

concurrently with or reasonably promptly after payment, prepayment in full or purchase of any Note, such Original Holder shall surrender such Note for cancellation, reasonably promptly after any such request, to the Company at its principal executive office or at the place of payment most recently designated by the Company pursuant to Section 15.1. Prior to any sale or other disposition of any Note held by an Original Holder or its nominee, such Original Holder will, at its election, either endorse thereon the amount of principal paid thereon and the last date to which interest has been paid thereon or surrender such Note to the Company in exchange for a new Note or Notes pursuant to Section 14.2. The Company will afford the benefits of this Section 15.2 to any Institutional Investor that is the direct or indirect transferee of any Note purchased by an Original Holder under this Agreement and that has made the same agreement relating to such Note as the Original Holders have made in this Section 15.2.

16. EXPENSES, ETC.

16.1 Transaction Expenses.

Whether or not the transactions contemplated hereby are consummated, the Company will pay all costs and expenses (including reasonable attorneys' fees of special counsel or counsels for all of the holders of the Notes and, if reasonably required by the Required Holders, local or other counsel for all of the holders of the Notes) incurred by each holder of a Note in connection with such transactions, in connection with the Deed of Guarantee and in connection with any amendments, waivers or consents under or in respect of this Agreement, the Notes or the Deed of Guarantee (whether or not such amendment, waiver or consent becomes effective), including, without limitation: (a) the costs and expenses incurred in enforcing or defending (or determining whether or how to enforce or defend) any rights under this Agreement, the Notes or the Deed of Guarantee or in responding to any subpoena or other legal process or informal investigative demand issued in connection with this Agreement, the Notes or the Deed of Guarantee, or by reason of being a holder of any Note, (b) the costs and expenses, including one financial advisor's fees for all of the holders of the Notes, incurred in connection with the insolvency or bankruptcy of the Company or any Subsidiary or in connection with any work-out or restructuring of the transactions contemplated hereby and by the Notes or the Deed of Guarantee (c) the costs and expenses incurred in connection with the initial filing of this Agreement and all related documents and financial information with the SVO, provided that such costs and expenses under this paragraph (c) shall not exceed $3,000 for each series of Notes and (d) any value added tax (or any equivalent Tax arising in any jurisdiction) in respect of such costs and expenses referred to at Section 16.1(a) to (c) above. The Company will pay, and will save each holder of a Note harmless from, all claims in respect of any fees, costs or expenses, if any, of brokers and finders (other than those, if any, retained by a holder in connection with its purchase of the Notes).

The Company shall, within three Business Days of demand, pay to each Noteholder or the Security Agent the amount of all costs and expenses (including legal fees) incurred by that Noteholder or Security Agent in connection with the enforcement of, or the preservation of any rights under, any Finance Document or Transaction Security and any proceedings instituted by or against any Secured Party as a consequence of taking or holding the Transaction Security or enforcing those rights.

16.2 Certain Taxes.

The Company agrees to pay all stamp, documentary or similar Taxes or fees which may be payable in respect of the execution and delivery or the enforcement of this Agreement or the Deed of Guarantee or the execution and delivery (but not the transfer) or the enforcement of any of the Notes in the United States of America or the United Kingdom or of any amendment of, or waiver or consent under or with respect to, this Agreement or of any of the Notes or the Deed of Guarantee, and to pay any value added tax (or equivalent Tax arising in any jurisdiction) due and payable in respect of reimbursement of costs and expenses by the Company pursuant to this Section 16, and will save each holder of a Note to the extent permitted by applicable law harmless against any loss or liability resulting from nonpayment or delay in payment of any such Tax or fee required to be paid by the Company hereunder.

16.3 Survival.

The obligations of the Company under this Section 16 will survive the payment or transfer of any Note, the enforcement, amendment or waiver of any provision of this Agreement or the Notes, and the termination of this Agreement.

17. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; ENTIRE AGREEMENT.

All representations and warranties contained herein shall survive the execution and delivery of this Agreement and the Notes, the purchase or transfer by any Original Holder of any Note or portion thereof or interest therein and the payment of any Note, and may be relied upon by any subsequent holder of a Note, regardless of any investigation made at any time by or on behalf of such Original Holder or any other holder of a Note. All statements contained in any certificate or other instrument delivered by or on behalf of the Company pursuant to this Agreement or any Finance Document shall be deemed representations and warranties of the Company under this Agreement. Subject to the preceding sentence, this Agreement and the Notes embody the entire agreement and understanding between each holder and the Company and supersede all prior agreements and understandings relating to the subject matter hereof.

18. AMENDMENT AND WAIVER.

18.1 Requirements.

This Agreement and the Notes may be amended, and the observance of any term hereof or of the Notes may be waived (either retroactively or prospectively), with (and only with) the written consent of the Company and the Required Holders, except that (a) no amendment or waiver of any of the provisions of Section 1, 2, 3, 4, 5, 6 or 22, or any defined term (as it is used therein), will be effective as to any Original Holder unless consented to by such Original Holder in writing, and (b) no such amendment or waiver may, without the written consent of the holder of each Note at the time outstanding affected thereby, (i) subject to the provisions of Section 12 relating to acceleration or rescission, change the amount or time of any prepayment or payment of principal of, or reduce the rate or change the time of payment or method of computation of interest or of the Make-Whole Amount on, the Notes, or any fees including but not limited to any ticking fee and/or exit fee (ii) change the percentage of the principal amount of the Notes the holders of which are required to consent to any such amendment or waiver, (iii) amend

Section 5.22, 8 (except as set forth in the second sentence of Section 8.2), the parentheticals in Section 9.1, Section 10.9, Section 10.15, Section 11(a)(i), Section 11(a)(ii), Section 12, Section 13, Section 18, Section 21 or Section 23.17, (iv) a change to the Subsidiary Guarantors other than in accordance with Section 9.8, (v) the release of any Security created pursuant to any Transaction Security Document or of any Transaction Security Property (except, in each case, as provided in any Transaction Security Document and/or the Intercreditor Agreement), (vi) the nature or scope of the guarantee and indemnity granted under the Deed of Guarantee (except, in each case, as provided in the Deed of Guarantee and/or the Intercreditor Agreement), (vii) the nature or scope of the Transaction Security (except, in each case, as provided in the Intercreditor Agreement), (viii) the definitions of "Required Holders" and "Super Majority Holders", or (ix) any amendment to the order of priority or subordination under the Intercreditor Agreement.

For the avoidance of doubt, any extension of the Series C Maturity Date in accordance with paragraph (b) of the definition thereof may be made with the prior consent of the Super Majority Holders.

18.2 Solicitation of Holders of Notes.

(a) Solicitation. The Company will provide each holder of the Notes (irrespective of the amount of Notes then owned by it) with sufficient information, sufficiently far in advance of the date a decision is required, to enable such holder to make an informed and considered decision with respect to any proposed amendment, waiver or consent in respect of any of the provisions hereof or of the Notes. The Company will deliver executed or true and correct copies of each amendment, waiver or consent effected pursuant to the provisions of this Section 18 to each holder of outstanding Notes promptly following the date on which it is executed and delivered by, or receives the consent or approval of, the requisite holders of Notes.

(b) Payment. The Company will not directly or indirectly pay or cause to be paid any remuneration, whether by way of supplemental or additional interest, fee or otherwise, or grant any security or provide other credit support, to any holder of Notes as consideration for or as an inducement to the entering into by any holder of Notes of any waiver or amendment of any of the terms and provisions hereof or of the Notes or the Deed of Guarantee unless such remuneration is concurrently paid, or security is concurrently granted or other credit support concurrently provided, on the same terms, ratably to each holder of Notes then outstanding even if such holder did not consent to such waiver or amendment.

(c) Consent in Contemplation of Transfer. Any consent made pursuant to this Section 18 by a holder of any Note that has transferred or has agreed to transfer such Note to the Company, any Subsidiary or any Affiliate of the Company and has provided or has agreed to provide such written consent as a condition to such transfer shall be void and of no force or effect except solely as to such holder, and any amendments effected or waivers granted or to be effected or granted that would not have been or would not be so effected or granted but for such consent (and the consents of all other holders of Notes that were acquired under the same or similar conditions) shall be void and of no force or effect except solely as to such transferring holder.

18.3 Binding Effect, Etc.

Any amendment or waiver consented to as provided in this Section 18 applies equally to all holders of Notes and is binding upon them and upon each future holder of any Note and upon the Company without regard to whether such Note has been marked to indicate such amendment or waiver. No such amendment or waiver will extend to or affect any obligation, covenant, agreement, Default or Event of Default not expressly amended or waived or impair any right consequent thereon. No course of dealing between the Company and the holder of any Note nor any delay in exercising any rights hereunder or under any Note or the Deed of Guarantee shall operate as a waiver of any rights of any holder of such Note.

18.4 Notes Held by Company, Etc.

Solely for the purpose of determining whether the holders of the requisite percentage of the aggregate principal amount of Notes then outstanding approved or consented to any amendment, waiver or consent to be given under this Agreement, the Notes or the Deed of Guarantee, or have directed the taking of any action provided herein or in the Notes or in the Deed of Guarantee to be taken upon the direction of the holders of a specified percentage of the aggregate principal amount of Notes then outstanding, Notes directly or indirectly owned by the Company or any of its Affiliates, any Shareholder Entity or any of their respective Affiliates or any Competitor shall be deemed not to be outstanding.

19. NOTICES; ENGLISH LANGUAGE.

Except to the extent otherwise provided in Section 7.6, all notices and communications provided for hereunder shall be in writing and sent (a) by telecopy if the sender on the same day sends a confirming copy of such notice by a recognized international commercial delivery service (charges prepaid), or (b) by registered or certified mail with return receipt requested (postage prepaid), or (c) by a recognized international commercial delivery service (with charges prepaid). Any such notice must be sent:

(i) if to an Original Holder or its nominee, to such Original Holder or its nominee at the address specified for such communications in the A&E Implementation Deed, or at such other address as such Original Holder or its nominee shall have specified to the Company in writing,

(ii) if to any other holder of any Note, to such holder at such address as such other holder shall have specified to the Company in writing, or

(iii) if to the Company, to the Company at c/o Wood Group Kenny Limited, Booths Park, Chelford Road, Knutsford, England, WA16 8QZ to the attention of Group Head of Legal, or at such other address as the Company shall have specified to the holder of each Note in writing.

Notices under this Section 19 will be deemed given only when actually received.

Each document, instrument, financial statement, report, notice or other communication delivered in connection with this Agreement shall be in English or accompanied by an English translation thereof.

This Agreement and the Notes have been prepared and signed in English and the parties hereto agree that the English version hereof and thereof (to the maximum extent permitted by applicable law) shall be the only version valid for the purpose of the interpretation and construction hereof and thereof notwithstanding the preparation of any translation into another language hereof or thereof, whether official or otherwise or whether prepared in relation to any proceedings wherever they may be brought.

20. REPRODUCTION OF DOCUMENTS.

This Agreement and all documents relating thereto, including, without limitation, (a) consents, waivers and modifications that may hereafter be executed, (b) documents received by any holder at the A&E Effective Date (except the Notes themselves), and (c) financial statements, certificates and other information previously or hereafter furnished to any holder, may be reproduced by such holder by any photographic, photostatic, electronic, digital or other similar process and such holder may destroy any original document so reproduced. The Company agrees and stipulates that, to the extent permitted by applicable law, any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made by such holder in the regular course of business) and any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence. This Section 20 shall not prohibit the Company or any holder of Notes from contesting any such reproduction to the same extent that it could contest the original, or from introducing evidence to demonstrate the inaccuracy of any such reproduction.

21. CONFIDENTIAL INFORMATION.

For the purposes of this Section 21, "**Confidential Information**" means information delivered to any holder of Notes by or on behalf of the Company or any Subsidiary in connection with the transactions contemplated by or otherwise pursuant to this Agreement and the other Finance Documents, *provided* that such term does not include information that (a) was publicly known or otherwise known to such holder or holder prior to the time of such disclosure, (b) subsequently becomes publicly known through no act or omission by such holder or holder or any person acting on such holder's behalf, (c) otherwise becomes known to such holder other than through disclosure by the Company or any Subsidiary or (d) constitutes financial statements delivered to such holder under Section 7.1 that are otherwise publicly available. Each holder of Notes will maintain the confidentiality of such Confidential Information in accordance with procedures adopted by such holder in good faith to protect confidential information of third parties delivered to such holder, *provided* that such holder may deliver or disclose Confidential Information to (i) its directors, trustees, officers, employees, agents, attorneys and affiliates (to the extent such disclosure reasonably relates to the administration of the investment represented by its Notes), (ii) its financial advisors and other professional advisors who agree to hold confidential the Confidential Information substantially in accordance with the terms of this Section 21, (iii) any other holder of any Note, (iv) any Institutional Investor to which it sells or offers to sell such Note or any part thereof or any

participation therein (if such Person has agreed in writing prior to its receipt of such Confidential Information to be bound by the provisions of this Section 21 and so long as such Person is not a Competitor), (v) any Person from which it offers to purchase any security of the Company or a Subsidiary Guarantor (if such Person has agreed in writing prior to its receipt of such Confidential Information to be bound by the provisions of this Section 21 and so long as such Person is not a Competitor), (vi) any federal or state regulatory authority having jurisdiction over such holder, (vii) the NAIC or the SVO or, in each case, any similar organization, or any nationally recognized rating agency that requires access to information about such holder's investment portfolio, or (viii) any other Person to which such delivery or disclosure may be necessary or appropriate (w) to effect compliance with any law, rule, regulation or order applicable to such holder, (x) in response to any subpoena or other legal process, (y) in connection with any litigation to which such holder is a party or (z) if an Event of Default has occurred and is continuing, to the extent such holder may reasonably determine such delivery and disclosure to be necessary or appropriate in the enforcement or for the protection of the rights and remedies under such holder's Notes and this Agreement. Each holder of a Note, by its acceptance of a Note, will be deemed to have agreed to be bound by and to be entitled to the benefits of this Section 21 as though it were a party to this Agreement. On reasonable request by the Company in connection with the delivery to any holder of a Note of information required to be delivered to such holder under this Agreement or requested by such holder (other than a holder that is a party to this Agreement or its nominee), such holder will enter into an agreement with the Company embodying the provisions of this Section 21.

In the event that as a condition to receiving access to information relating to the Company or its Subsidiaries in connection with the transactions contemplated by or otherwise pursuant to this Agreement, any holder of a Note is required to agree to a confidentiality undertaking (whether through IntraLinks, another secure website, a secure virtual workspace or otherwise) which is different from this Section 21, this Section 21 shall not be amended thereby and, as between such holder and the Company, this Section 21 shall supersede any such other confidentiality undertaking.

22. SUBSTITUTION OF PURCHASER.

[Not used]

23. MISCELLANEOUS.

23.1 Successors and Assigns.

All covenants and other agreements contained in this Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns (including, without limitation, any subsequent holder of a Note) whether so expressed or not.

23.2 Payments Due on Non-Business Days.

Anything in this Agreement or the Notes to the contrary notwithstanding (but without limiting any requirement in Section 8 that notice of any optional prepayment specify a Business Day as the date fixed for such prepayment), any payment of principal of or Make-Whole Amount or interest on any Note that is due on a date other than a Business Day shall be made

on the next succeeding Business Day without including the additional days elapsed in the computation of the interest payable on such next succeeding Business Day; provided that if the maturity date of any Note is a date other than a Business Day, the payment otherwise due on such maturity date shall be made on the next succeeding Business Day and shall include the additional days elapsed in the computation of interest payable on such next succeeding Business Day.

23.3 Accounting Terms.

(a) Except as otherwise specifically provided below and elsewhere herein, (i) all accounting terms used herein which are not expressly defined in this Agreement have the meanings respectively given to them in accordance with GAAP as applicable to the Company from time to time, (ii) computations made pursuant to this Agreement shall be made in accordance with GAAP as applicable to the Company from time to time, and (iii) all financial statements deliverable hereunder shall be prepared in accordance with GAAP as applicable to the Company from time to time.

(b) Notwithstanding the foregoing, the Company shall procure that each set of financial statements delivered pursuant to Section 7.1(a) and (b) is prepared using GAAP and financial reference periods consistent with those applied in the preparation of the Original Financial Statements ("**Original GAAP**") unless, in relation to any set of such financial statements, it notifies the holders of the Notes that there has been a change in such GAAP or said financial reference periods and, if requested by the Required Holders, it delivers to the holders of the Notes a statement (a "**Reconciliation Statement**") signed by the Chief Financial Officer (being Iain Torrens, acting as the Interim Chief Financial Officer as at the A&E Effective Date), the Head of Treasury (being Varun Wadhwa as at the A&E Effective Date) or the Group Financial Controller (being Grant Angus as at the A&E Effective Date).

(c) A Reconciliation Statement will provide a description of those changes necessary for the financial statements to which it relates to reflect Original GAAP and show sufficient information, in such detail and format as may be reasonably required by the Required Holders, to enable the holders of the Notes to determine whether Sections 10.7 and 10.8 have been complied with and make an accurate comparison between the financial position indicated in those financial statements and the financial statements as they would read had they been amended to reflect Original GAAP.

23.4 Severability.

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

23.5 Construction, Etc.

(a) Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance

with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

(b) For the avoidance of doubt, all Schedules and Exhibits attached to this Agreement shall be deemed to be a part hereof.

(c) A Default (other than an Event of Default) is "**continuing**" if it has not been remedied or waived and an Event of Default is "**continuing**" if it has not been remedied or waived.

(d) This Agreement is subject to the Intercreditor Agreement. In the event of any inconsistency or conflict between this Agreement and the Intercreditor Agreement, the Intercreditor Agreement shall prevail.

23.6 Australian terms

In this Agreement, reference to "insolvent" or "is unable or admits in writing its inability generally to pay its debts as they fall due" will, in relation to any Australian Obligor, be deemed to include that Australian Obligor to the extent that it is:

(a) (or states that it is) an insolvent under administration or insolvent (each as defined in the Australian Corporations Act); or

(b) the subject of an event described in section 459C(2)(b) or section 585 of the Australian Corporations Act.

23.7 Division

For all purposes under the Finance Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any person becomes the asset, right obligation or liability of a different person, then it shall be deemed to have been transferred from the original person to the subsequent person, and (b) if any new person comes into existence, such new person shall be deemed to have been organised on the first date of its existence by the holders of its equity interests at such time.

23.8 Spanish terms

In this Agreement, where it relates to a Spanish entity, a reference to:

(a) "**composition, compromise, assignment or arrangement with any creditor**" includes, without limitation, the celebration of a convenio in the context of an insolvency proceeding or a restructuring plan (plan de reestructuración) according to articles 614 et seq. of the Spanish Insolvency Act;

(b) "**financial assistance**" has the meaning stated under:

(i) article 150 of the Spanish Companies Act for a Spanish public company (Sociedad Anónima) or in any other legal provision that may substitute such article 150 or be applicable to any Obligor incorporated in Spain in respect of such financial assistance; or

(ii) article 143 of the Spanish Companies Act for a Spanish limited liability company (Sociedad de Responsabilidad Limitada) or in any other legal provision that may substitute such article 143 or be applicable to any Obligor incorporated in Spain in respect of such financial assistance;

(c) "**insolvency**" (concurso or any other equivalent legal proceeding) and any step or proceeding related to it has the meaning attributed to them under the Spanish Insolvency Act and "**insolvency proceeding**" includes, without limitation, a declaración de concurso, necessary or voluntary (necesario o voluntario) and the filing of the notice of initiation of negotiations with creditors according to articles 585 et seq. of the Spanish Insolvency Act;

(d) "**matured obligation**" includes, without limitation, any crédito líquido, vencido y exigible;

(e) "**person being unable to pay its debts**" includes that person being in a state of insolvencia or concurso according to the Spanish Insolvency Act;

(f) "**receiver, administrative receiver, administrator**" or the like includes, without limitation, administración del concurso, administrador concursal, liquidador, experto en la reestructuración or any other person performing the same function;

(g) "**security interest or security**" includes any mortgage (hipoteca mobiliaria o inmobiliaria), pledge (prenda con o sin desplazamiento posesorio), garantía financiera and, in general, any right in rem (garantia real) governed by Spanish law, created for the purpose of granting security.; and

(h) "**winding-up, administration or dissolution**" includes, without limitation, disolución, liquidación, or administración concursal or any other similar proceedings.

23.9 Transaction Security Documents (Spanish law provisions)

(a) In relation to any Spanish law governed Lien or any guarantee granted by a Spanish Obligor, the Spanish Obligors and the other Parties irrevocably agree that, in accordance with article 1,528 of the Spanish Civil Code, in the event of any assignment or transfer made pursuant to and in accordance with this Section 14.2, the Lien created under, together with all rights and remedies arising under, the Spanish law governed Transaction Security Documents shall be deemed to have been automatically transferred to any transferee of a Note and maintained in full force and effect.

(b) The Parties expressly agree, for the purposes of article 1,204 of the Spanish Civil Code, that the obligations of a Spanish Obligor under this Agreement and any Spanish law governed Transaction Security Documents will continue in full force and effect following any transfer in accordance with Section 14.2.

(c) Each Spanish Obligor accepts all transfers made pursuant to and in accordance with Section 14 without requiring any additional formalities not required by Section 14, including, without limitation, the notification to any Obligor of the relevant transfer or assignment, or the execution of any transfer or assignment document as a Spanish Public Document in Spain or the notarisation of the relevant document in any other country.

23.10 Norwegian terms

(a) In this Agreement, where it relates to a Norwegian entity, a reference to:

(i) a composition, assignment or similar arrangement with any creditor includes a gjeldsforhandling, rekonstruksjon or konkursbehandling under the Norwegian Bankruptcy Act (konkursloven) or the Norwegian Reconstruction Act (rekonstruksjonsloven);

(ii) a receiver, compulsory manager, trustee or administrator includes a gjeldsnemd or bostyrer under Norwegian law;

(iii) gross negligence means grov uaktsomhet under Norwegian law;

(iv) a guarantee includes any garanti or kausjon under Norwegian law which is independent from the debt to which it relates;

(v) merger includes any fusjon implemented in accordance with Chapter 13 of the applicable of the Norwegian Public Limited Liability Companies Act (allmennaksjeloven) and the Norwegian Private Limited Liability Companies Act (aksjeloven);

(vi) a reconstruction, consolidation or reorganization includes any merger (fusjon), any contribution of part of its business in consideration of shares (tingsinnskudd) and any demerger (fisjon) implemented in accordance with the applicable of the Norwegian Public Limited Liability Companies Act (allmennaksjeloven) and/or the Norwegian Private Limited Liability Companies Act (aksjeloven) (as applicable); and

(vii) a winding-up, administration, liquidation or dissolution includes a avvikling, oppløsning or tvangsoppløsning under Chapter 16 of the of the Norwegian Public Limited Liability Companies Act (allmennaksjeloven) and/or the Norwegian Private Limited Liability Companies Act (aksjeloven) and/or the Norwegian Restructuring Act of 7 May 2020 No. 38 (Nw. rekonstruksjonsloven) (Norwegian Restructuring Act).

(b) (b) If an Obligor incorporated under Norwegian law (a "**Norwegian Obligor**") is required to hold an amount on trust on behalf of any other party, such Norwegian Obligor shall hold such money on behalf of or as agent for the other party in a separate account and shall promptly pay or transfer the same to the other party or as the other party may direct.

(c) The Parties agree that any transfer by novation in accordance with the Finance Documents shall in each case as relevant for any Norwegian Obligor be deemed to constitute an assignment (overdragelse) of the relevant rights and obligations.

(d) The Parties agree and acknowledge that (i) any non-mandatory provisions of the Norwegian Financial Agreements Act of 18 December 2020 no. 146 (finansavtaleloven) (the Norwegian FA Act) (including (without limitation) those contained in section 3-36 and sections 6-1 through 6-13) together with any related regulation shall, to the extent permitted by law, not apply to this Agreement or any other Finance Document or to the relationship between the Finance Parties and the Obligors and (ii) for the purposes of section 3-12 of the Norwegian FA Act, all information supplied to the Finance Parties by the Obligors pursuant to sections 13–19 of the Norwegian Anti-Money Laundering Act of 1 June 2018 no. 23 (hvitvaskingsloven) shall be deemed to be part of this Agreement.

23.11 Dutch terms

In each Finance Document, where it relates to a Dutch entity or in connection with any security in the Netherlands, a reference to:

(a) "**the Netherlands**" means the European part of the Kingdom of the Netherlands and "**Dutch**" means in or of the Netherlands;

(b) "**constitutional documents**" means the deed of incorporation (akte van oprichting) and articles of association (statuten).

(c) a "**necessary action to authorise**" where applicable, includes without limitation:

(i) any action required to comply with the Dutch Works Councils Act (Wet op de ondernemingsraden); and

(ii) obtaining a positive or neutral advice (advies) from the competent works council(s) which, if conditional, contains conditions which can reasonably be complied with and would not cause a breach of any term of any Finance Document;

(d) a "**winding-up**" includes a Dutch entity being declared bankrupt (failliet verklaard) and a "**receiver**" includes a curator;

(e) a "**suspension of payments**" includes surseance van betaling and an "administrator" includes a bewindvoerder;

(f) a "**dissolution**" includes a Dutch entity being dissolved (ontbonden);

(g) "**admits inability to pay its debts**" includes giving notice to the Dutch tax authorities under Section 36(2) of the Dutch Invorderingswet 1990 or Section 60 of the Dutch Wet financiering sociale verzekeringen in conjunction with Section 36(2) of the Invorderingswet 1990;

(h) "**Security**" or a "**security interest**" includes any mortgage (hypotheek), pledge (pandrecht), right of retention (recht van retentie), a retention of title arrangement (eigendomsvoorbehoud), privilege (voorrecht), a right to reclaim goods (recht van reclame) and, in general, any right in rem (beperkt recht), created for the purpose of granting security (goederenrechtelijk zekerheidsrecht);

(i) an "**attachment**" includes a beslag;

(j) negligence means *nalatigheid*;

(k) gross negligence means *grove nalatigheid*; and

(l) wilful misconduct means *bewuste roekeloosheid*.

23.12 Personal Data Protection Act

(a) If any Obligor incorporated in Singapore (a "**Singapore Obligor**") provides the Original Holders with personal data of any individual as required by or pursuant to the Finance Documents, that Singapore Obligor represents and warrants to the Original Holders that it has, to the extent required by law (i) notified the relevant individual of the purposes for which data will be collected, processed, used or disclosed; and (ii) has the lawful right to, or has obtained such individual's consent for, and hereby consents on behalf of such individual to, the collection, processing, use and disclosure of his/her personal data by the Original Holders, in each case, in accordance with or for the purposes of the Finance Documents.

(b) Each Singapore Obligor agrees and undertakes to notify the Original Holders promptly upon its becoming aware of the withdrawal by the relevant individual of his/her consent to the collection, processing, use and/or disclosure by any Original Holder of any personal data provided by that Obligor to any Original Holder.

(c) Any consent given pursuant to this Agreement in relation to personal data shall, subject to all applicable laws and regulations, survive death, incapacity, bankruptcy or insolvency of any such individual and the termination or expiration of this agreement.

23.13 Exclusion of certain PPSA provisions.

Where any Secured Party has a security interest (as defined in the PPSA) under any Finance Document, to the extent the law permits:

(a) for the purposes of sections 115(1) and 115(7) of the PPSA:

(i) each Secured Party with the benefit of the security interest need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4) of the PPSA; and

(ii) sections 142 and 143 of the PPSA are excluded;

(b) for the purposes of section 115(7) of the PPSA, each Secured Party with the benefit of the security interest need not comply with sections 132 and 137(3);

(c) each Party waives its right to receive from any Secured Party any notice required under the PPSA (including a notice of a verification statement under section 157 of the PPSA);

(d) if a Secured Party with the benefit of a security interest (as defined in the PPSA) under a Finance Document exercises a right, power or remedy in connection with it, that exercise is taken not to be an exercise of a right, power or remedy under the PPSA unless the Secured Party states otherwise at the time of exercise. However, this Section does not apply to a right, power or remedy which can only be exercised under the PPSA; and

(e) if the PPSA is amended to permit the Company and the Original Holders to agree not to comply with or to exclude other provisions of the PPSA, the Security Agent may notify the Company and the Secured Parties that any of these provisions is excluded, or that the Secured Parties need not comply with any of these provisions.

This does not affect any rights a person has or would have other than by reason of the PPSA and applies despite any other **c**lause in any Finance Document**.**

23.14 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

23.15 Governing Law.

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by, and shall be construed in accordance with the laws of England and Wales.

23.16 Jurisdiction and Process.

(a) The Company irrevocably submits to the non-exclusive jurisdiction of the courts of England, over any suit, action or proceeding arising out of or relating to this Agreement or the Notes. To the fullest extent permitted by applicable law, the Company irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(b) The Company agrees, to the fullest extent permitted by applicable law, that a final judgment in any suit, action or proceeding of the nature referred to in Section 23.16(a) brought in any such court shall be conclusive and binding upon it subject to rights of appeal, as the case may be, and may be enforced in the courts of England (or any other courts to the jurisdiction of which it or any of its assets is or may be subject) by a suit upon such judgment.

(c) The Company consents to process being served by or on behalf of any holder of a Note in any suit, action or proceeding in England, to its principal place of business in the United Kingdom for the time being (as may be identified from time to time by the Company to the holders of the Notes).

(d) Nothing in this Section 23.16 shall affect the right of any holder of a Note to serve process in any manner permitted by law, or limit any right that the holders of any of the Notes may have to bring proceedings against the Company in the courts of any appropriate jurisdiction or to enforce in any lawful manner a judgment obtained in one jurisdiction in any other jurisdiction.

23.17 Obligation to Make Payment in Dollars.

Any payment on account of an amount that is payable hereunder or under the Notes in Dollars which is made to or for the account of any holder of Notes in any other currency, whether as a result of any judgment or order or the enforcement thereof or the realization of any security or the liquidation of the Company, shall constitute a discharge of the obligation of the Company under this Agreement or the Notes only to the extent of the amount of Dollars which such holder could purchase in the foreign exchange markets in London, England, with the amount of such other currency in accordance with normal banking procedures at the rate of exchange prevailing on the London Banking Day following receipt of the payment first referred to above. If the amount of Dollars that could be so purchased is less than the amount of Dollars originally due to such holder, the Company agrees to the fullest extent permitted by law, to indemnify and save harmless such holder from and against all loss or damage arising out of or as a result of such deficiency. This indemnity shall, to the fullest extent permitted by law, constitute an obligation separate and independent from the other obligations contained in this Agreement and the Notes, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by such holder from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due hereunder or under the Notes or under any judgment or order. As used herein the term "London Banking Day" shall mean any day other than Saturday or Sunday or a day on which commercial banks are required or authorized by law to be closed in London, England.

23.18 IAS 39.

In determining compliance with the requirements of the financial covenants contained in Sections 10.9 and 10.10 any election by the Company to measure any portion of Indebtedness at fair value (as permitted by International Accounting Standard 39 or any similar accounting standard) at balance sheet date, other than to reflect a hedge or swap (or other similar derivative instrument) of such Indebtedness (including, without limitation, both interest rate and foreign currency hedges and/or swaps), shall be disregarded and such determination shall be made as if such election had not been made.

23.19 Scottish Independence.

If at any time Scotland ceases to be part of the United Kingdom, the Agreement shall be amended and shall take effect in the manner agreed by the Required Holders (or the holders of the Notes for those sections of the Agreement requiring consent of all holders in accordance

with Section 18.1) and the Company so as to reflect that change and make any necessary changes to the provisions of the Agreement (for example in terms of references to forms, legislation, statutes and currencies) as deemed reasonably necessary and, so far as practicable, to place the Company and the holders of the Notes in the substantially identical position each would have been in had such change in Scotland's position not occurred. The Company and the holders of the Notes agree to use all reasonable efforts to execute and deliver all amendments to the Agreement which are necessary to effectuate this Section 23.19.

* * * * *

If you are in agreement with the foregoing, please sign the form of agreement on a counterpart of this Agreement and return it to the Company, whereupon this Agreement shall become a binding agreement between you and the Company.

Very truly yours,

[*Signature pages not restated*]

SCHEDULE 1

DEFINED TERMS

As used herein, the following terms have the respective meanings set forth below or set forth in the Section hereof following such term:

"**2014 Notes**" is defined in Section 1(b).

"**A&E Effective Date**" has the meaning given to that term in the A&E Implementation Deed.

"**A&E Implementation Deed**" means the deed dated on or about the date of the First Amendment and Restatement Deed between, among others, the Company, and the holders of the 2014 Notes.

"**Account Bank (Disposal Proceeds Account)**" means [redacted].

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

"**Adjusted EBITA**" means, in respect of any specified period, EBITA for that period adjusted by:

(a) including the operating profit (including from joint ventures with a member of the Group but not from Associates of a member of the Group and associated undertakings) before deduction of exceptional items (including non-recurring items (except that a loss on an individual contract that forms part of the ongoing business shall not be considered a non-recurring item), acquisition costs and reconstruction costs disclosed separately), impairment of goodwill, amortisation of other intangible assets, Net Interest Charges and Tax and after adding back any share-based payments charged to the profit and loss account under IFRS 2 (calculated on the same basis as EBITA) attributable, for the whole of the specified period, to any member of the Group (or to any business or assets) acquired during the specified period; and

(b) excluding the operating profit (including from joint ventures with a member of the Group but not from Associates of a member of the Group and associated undertakings) before deduction of exceptional items (including non-recurring items (except that a loss on an individual contract that forms part of the ongoing business shall not be considered a non-recurring item), disposal costs and reconstruction costs disclosed separately), impairment of goodwill, amortisation of other intangible assets, Net Interest Charges and Tax and after adding back any share-based payments charged to the profit and loss account under IFRS 2 (calculated on the same basis as EBITA) attributable, for the whole of the specified period, to any member of the Group (or to any business or assets) disposed of during the specified period,

in each case calculated by reference to the most recent financial statements of that member of the Group for that specified period and shall be calculated in accordance with the accounting principles and policies set out in the Original Financial Statements (save in relation to the treatment of Operating Leases).

"**Adjusted EBITDA**" means, in respect of any specified period, EBITDA for that period adjusted by:

(a) including the operating profit (including from joint ventures with a member of the Group but not from Associates of a member of the Group and associated undertakings) before deduction of exceptional items (including non-recurring items (except that a loss on an individual contract that forms part of the ongoing business shall not be considered a non-recurring item), acquisition costs and reconstruction costs disclosed separately), impairment of goodwill, amortisation of other intangible assets, depreciation, Net Interest Charges and Tax and after adding back any share-based payments charged to the profit and loss account under IFRS 2 (calculated on the same basis as EBITDA) attributable, for the whole of the specified period, to any member of the Group (or to any business or assets) acquired during the specified period; and

(b) excluding the operating profit (including from joint ventures with a member of the Group but not from Associates of a member of the Group and associated undertakings) before deduction of exceptional items (including non-recurring items (except that a loss on an individual contract that forms part of the ongoing business shall not be considered a non-recurring item), disposal costs and reconstruction costs disclosed separately), impairment of goodwill, amortisation of other intangible assets, depreciation, Net Interest Charges and Tax and after adding back any share-based payments charged to the profit and loss account under IFRS 2 (calculated on the same basis as EBITDA) attributable, for the whole of the specified period, to any member of the Group (or to any business or assets) disposed of during the specified period,

in each case calculated by reference to the most recent financial statements of that member of the Group for that specified period and shall be calculated in accordance with the accounting principles and policies set out in the Original Financial Statements (save in relation to the treatment of Operating Leases).

"**Agreed Security Principles**" has the meaning given to that term in the Intercreditor Agreement.

"**Affected Noteholder**" is defined within the definition of "Noteholder Sanctions Event".

"**Affiliate**" means, at any time, and with respect to any Person, any other Person that at such time directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such first Person. As used in this definition only, "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. Unless the context otherwise clearly requires, any reference to an "Affiliate" is a reference to an Affiliate of the Company.

"**Agreement**" means this Agreement, including all Schedules and Exhibits attached to this Agreement, as it may be amended, restated, supplemented or otherwise modified from time to time.

"**Amec Foster Wheeler Pension Plans**" means:

(a) the AMEC Staff pension scheme;

(b) the AMEC Executive pension scheme;

(c) the Foster Wheeler Pension Plan; and

(d) the Foster Wheeler Inc. Salaried Employees Pension Plan.

"**Anti-Corruption Laws**" means any law or regulation in a U.S., U.K. or any applicable non-U.S. jurisdiction regarding bribery or any other corrupt activity, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010.

"**Anti-Money Laundering Laws**" means any law or regulation in a U.S., U.K., or any applicable non-U.S. jurisdiction regarding money laundering, drug trafficking, terrorist- related activities or other money laundering predicate crimes, including the Currency Foreign Transactions Reporting Act of 1970 (otherwise known as the Bank Secrecy Act), the USA PATRIOT Act.

"**Associate**" means an associate entity of a member of the Group (other than a Subsidiary Undertaking or a joint venture) in which the relevant member of the Group has a participating interest and over whose operating and financial policies the relevant member of the Group exercises significant interest determined in accordance with IAS28 issued by the International Accounting Standards Board.

"**Auditor**" means KPMG LLP or any other firm appointed by the Company to act as its statutory auditors.

"**Australia**" means the Commonwealth of Australia.

"**Australian Controller**" means a controller as defined in section 9 of the Australian Corporations Act.

"**Australian Corporations Act**" means the Corporations Act 2001 (Cth) of Australia.

"**Australian GST**" means any Australian goods and services or similar tax, together with any related interest, penalties, fines or other charge.

"**Australian Obligor**" means an Obligor that is incorporated in Australia.

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

"**Available Facility**" has the meaning given to that term in the Facility Agreement.

"**Available Permitted Receivables Financing**" means, in relation to a Permitted Receivables Financing, the lower of:

(a) the receivables available to be sold thereunder; and

(b) any unutilised commitments.

"**Blocked Person**" means (a) a Person whose name appears on the list of Specially Designated Nationals and Blocked Persons published by OFAC or the Consolidated List of Financial Sanctions Targets publicly issued by HM Treasury, (b) a Person, entity, organization, country, territory or regime that is blocked or a target of sanctions (in the case of a country, only a country that is blocked or a target of country-wide sanctions) that have been imposed under Economic Sanctions Laws, (c) a Person, entity or organization organized, located or resident in a country or territory that is a target of comprehensive Economic Sanctions Laws (currently, Cuba, Iran, North Korea, Syria, and the Crimea, Luhansk People's Republic, Donetsk People's Republic, Kherson and Zaporizhzhia regions of Ukraine) or whose government is the target of Economic Sanctions Laws (Venezuela) or that is otherwise the target of broad Economic Sanctions Laws (being, as at the date of this Agreement, Russia, Belarus and Afghanistan) or (d) a Person that is an agent, department or instrumentality of, or is otherwise beneficially owned by, controlled by or acting on behalf of, directly or indirectly, any Person, entity, organization, country or territory or regime described in clauses (a) or (b) or (c).

"**Budget**" means an annual budget of the Group delivered to any provider of a Permitted Receivables Financing in accordance with the terms thereof (to the extent applicable).

"**Business Day**" means (a) for the purposes of Section 8.7 only, any day other than a Saturday, a Sunday or a day on which commercial banks in New York, New York are required or authorized to be closed, and (b) for the purposes of any other provision of this Agreement, any day other than a Saturday, a Sunday or a day on which commercial banks in New York, New York or London, England are required or authorized to be closed.

"**Called Principal**" is defined in Section 8.8.

"**Cash**" means at any time cash held by any member of the Group in any currency:

(a) in hand or at bank; and

(b) in cash pooling or cash sweeping accounts,

in each case, for so long as that cash is freely available and transferable within three Business Days of demand or the relevant date of calculation (provided that any cash held by any Receivables Financing SPV shall only constitute Cash if it is capable of being transferred from such entity to another member of the Group within three Business Days of demand or the relevant date of calculation.

"**Cashflow Forecast**" means a 13-week cash flow forecast for the Group (in such form as agreed prior to the A&E Effective Date) which shall include:

(a) a 13-week cashflow forecast for the Group (in respect of each calendar week starting on each Week End Date);

(b) a Liquidity Statement; and

(c) a high level narrative and key drivers explaining any material financial variances during the relevant week compared to the previous version of the forecast delivered to the Noteholders (or the Financial Adviser on their behalf).

"**Cash and Cash Equivalents**" means:

(a) cash in hand and at bank (including on money market deposit with a bank); and

(b) certificates of deposit, commercial paper, bonds and notes having a maturity of not greater than 12 months which are (or the issuer of which is) rated at least A-1 by S&P or P-1 by Moody's.

"**Cash Management Activities**" means any cash management activities of the Group in the ordinary course of business following termination or replacement of any cash pooling or cash sweeping arrangement as a result of any undertaking in the Lock-up Agreement (such activities to be consistent to the extent possible with the cash pooling or cash sweeping arrangement so terminated or replaced).

"**Change of Control**" is defined in Section 8.10.

"**Change of Control Prepayment Event**" is defined in Section 8.10.

"**CISADA**" means the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, United States Public Law 111195, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

"**Code**" means the Internal Revenue Code of 1986, as amended from time to time, and the rules and regulations promulgated thereunder from time to time.

"**Company**" is defined in the first paragraph of this Agreement.

"**Company Notice**" is defined in Section 8.10.

"**Competitor**" means any Person (other than any holder) who is substantially engaged in the businesses of the Company or any Subsidiary as more fully described in the Memorandum and/or other activities reasonably related thereto *provided* that:

(a) the provision of investment advisory services by a Person to a Plan or Non-U.S. Plan which is owned or controlled by a Person which would otherwise be a Competitor shall not of itself cause the Person providing such services to be deemed to be a Competitor if

such Person has established procedures which will prevent confidential information supplied to such Person by any member of the Group from being transmitted or otherwise made available to such Plan or Non-U.S. Plan or Person owning or controlling such Plan or Non-U.S. Plan; and

(b) in no event shall an Institutional Investor which maintains passive investments in any Person which is a Competitor be deemed a Competitor it being agreed that the normal administration of the investment and enforcement thereof shall be deemed not to cause such Institutional Investor to be a "Competitor".

"**Completion**" means (i) if the Acquisition is implemented pursuant to the Shareholder Scheme, the date on which the Shareholder Scheme becomes effective in accordance with its terms; or (ii) if the Acquisition is implemented pursuant to a takeover offer, the date on which such offer becomes unconditional in all respects.

"**Completion Date**" means the date of Completion.

"**Compliance Certificate**" is defined in Section 7.2.

"**Confidential Information**" is defined in Section 21.

"**control**", as used in Section 8.10, is defined in Section 8.10.

"**Controlled Entity**" means any of the Subsidiaries of the Company and any of their or the Company's respective Affiliates. As used in this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Creditor Accession Undertaking**" has the meaning given to that term in the Intercreditor Agreement;

"**Deed of Guarantee**" means the English law governed deed of guarantee dated on or around the A&E Effective Date between, among others, the Company and the other members of the Group named therein as guarantors and the Security Agent.

"**Default**" means an event or condition the occurrence or existence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

"**Default Rate**" means that rate of interest that is the greater of (i) 1.00% per annum above the rate of interest first stated in paragraph (a) of the first paragraph of the Notes and (ii) 1.00% over the rate of interest publicly announced by JPMorgan Chase Bank, N.A. in New York, New York as its "base" or "prime" rate.

"**Deloitte**" means Deloitte LLP.

"**Designated Tax Officer**" means the group head of tax of the Company.

"**Discounted Value**" is defined in Section 8.8 .

"**Disposal**" means a sale, lease, licence, transfer, loan or other disposal by a person of any asset, undertaking or business (whether by a voluntary or involuntary single transaction or series of transactions), including for the avoidance of doubt, and without limitation, the (i) disposal by JWG Investments Limited of its 50% shareholding in RWG (Repairs and Overhauls) Limited to Siemens Energy Global GmbH &Co, KG and (ii) disposals of Wood T&D USA, Inc and Wood T&D Canada Holding Ltd.

"**Disposal Proceeds Account**" means the USD bank account opened and maintained in the name of the Disposal Proceeds SPV with the Account Bank (Disposal Proceeds Account) with account number [redacted] (and includes any replacement, renumbering or redesignation thereof).

"**Disposal Proceeds SPV**" means John Wood Group Funding Limited, a company incorporated in England and Wales with company number 16625068 and registered address at Booths Park Chelford Road, Knutsford, Cheshire, United Kingdom, WA16 8QZ.

"**Dodd-Frank Act**" means the Dodd-Frank Wall Street Reform and Consumer Protection Act, Public Law 111–203 of the United States.

"**Dutch Obligor**" means an Obligor incorporated in the Netherlands.

"**Dollars**", "**U.S.$**" or "**$**" means lawful money of the United States of America.

"**EBITA**" means, in respect of any specified period, the operating profit of the Group (including from joint ventures with a member of the Group but not from Associates of a member of the Group and associated undertakings) before deduction of exceptional items (including non-recurring items (except that a loss on an individual contract that forms part of the ongoing business shall not be considered a non-recurring item) and reconstruction costs disclosed separately), impairment of goodwill, amortisation of other intangible assets, Net Interest Charges, Transaction Costs and Tax and after adding back any share-based payments charged to the profit and loss account under IFRS 2 provided that any calculation shall be made in accordance with the principles and policies set out in the Original Financial Statements (save in relation to the treatment of Operating Leases).

"**EBITDA**" means in respect of any specified period, EBITA before deduction of depreciation provided that any calculation shall be made in accordance with the principles and policies set out in the Original Financial Statements (save in relation to the treatment of Operating Leases).

"**Economic Sanctions Laws**" means (i) U.K. Economic Sanctions Laws, (ii) U.S. Economic Sanctions Laws, and (iii) economic sanctions laws, executive orders, enabling legislation or regulations administered and enforced by (a) the United Nations pursuant to any United Nations Security Council Resolution, (b) the European Union and implemented pursuant to any EU Council or Commission Regulation or Decision adopted pursuant to a Common Position in furtherance of the EU's Common Foreign and Security Policy or (c) member states of the European Union and implemented pursuant to national, member state level legislation.

"**Elevated Holder**" has the meaning given to the term "New Money 2014 NPA Creditor" in the A&E Implementation Deed.

"**Environmental Approval**" means any authorisation required under any Environmental Law for the operation of the business of any member of the Group conducted on or from properties owned or used by any member of the Group.

"**Environmental Claim**" means any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law.

"**Environmental Laws**" means:

(a) for the purposes of Section 10.13 only, any applicable law or regulation which relates to (i) the pollution or protection of the environment, (ii) the environmental conditions of the workplace, or (iii) any emission or substance capable of causing harm to any living organism or the environment; and

(b) otherwise, any and all Federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including but not limited to those related to Hazardous Materials.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

"**ERISA Affiliate**" means any trade or business (whether or not incorporated) that is treated as a single employer together with the Company under section 414 of the Code.

"**Excess Net Disposal Proceeds**" means the aggregate Net Disposal Proceeds of all Disposals made by a member of the Group from and including the date of the Rule 2.7 Announcement after deducting:

(a) US$250,000,000; and

(b) any amount of Net Disposal Proceeds which have already been applied in accordance with Section 8.4,

provided, for the avoidance of doubt, that if such amount is equal to or less than zero then there shall be no Excess Net Disposal Proceeds.

"**Event of Default**" is defined in Section 11.

[redacted]**Facility**" means the facility agreement originally dated 12 February 2009 (as amended and varied from time to time) entered into by the Company and [redacted].

"**Facility Agreement**" means the revolving credit facility agreement originally dated 20 October 2021, as amended and/or as amended and restated from time to time and most recently

amended and restated on the A&E Effective Date between, among others, the Company, the financial institutions named therein, [redacted] as agent and the Security Agent, as amended and restated from time to time including on the A&E Effective Date.

"**FATCA**" means (a) sections 1471 to 1474 of the Code (or any amended or successor version thereof) or any associated regulations or other official guidance; (b) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the United States and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (a) of this definition; or (c) any agreement pursuant to the implementation of paragraphs (a) or (b) of this definition with the United States Internal Revenue Service, the United States government or any governmental or tax authority in any other jurisdiction.

"**Finance Document**" means this Agreement, the Notes, the First Amendment and Restatement Deed, the Intercreditor Agreement, the Deed of Guarantee, any Guarantor Accession Deed, any Guarantor Resignation Deed and any Transaction Security Document and any other document designated as a Finance Document by the Required Holders and the Company.

"**Financial Adviser**" means any financial adviser appointed on behalf of the Noteholders.

"**Financial Event of Default**" means any event or circumstance specified as an Event of Default in Sections 11(a)(i), (ii), (iii), (viii), (ix) and (xiv).

"**Financial Quarter**" means each period commencing on the day after one Quarter Date and ending on the next Quarter Date.

"**First Amendment and Restatement Deed**" means the amendment and restatement deed dated _____, 2025 between, amongst others, the Company and the Noteholders pursuant to which, among other things, this Agreement has been amended and restated.

"**First Test Date**" means the first Quarter Date falling not less than six months after the Completion Date.

"**Forms**" is defined in Section 13.

"**GAAP**" means (a) with respect to the Company, generally accepted accounting principles as in effect in the United Kingdom from time to time (including IFRS if so in effect at the time of determination) and (b) with respect to any other Person, generally accepted accounting principles applicable to such Person in its jurisdiction of incorporation or organization from time to time.

"**General Meeting**" has the meaning given to it in the Rule 2.7 Announcement.

"**Governmental Authority**" means

(a) the government of

(i) the United States of America, the United Kingdom or Scotland or any State or other political subdivision of either thereof, or

(ii) any other jurisdiction in which the Company or any Subsidiary conducts all or any part of its business, or which asserts jurisdiction over any properties of the Company or any Subsidiary, or

(b) any entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, any such government.

"**Governmental Official**" means any governmental official or employee, employee of any government-owned or government-controlled entity, political party, any official of a political party, candidate for political office or official of any public international governmental organization.

"**Group**" means, at any time, the Company and any of its Subsidiaries for the time being and, as regards the preparation of consolidated accounts only, Subsidiary Undertakings, and "Group Company" shall be construed accordingly.

"**Guarantee**" means, with respect to any Person, any obligation (except the endorsement in the ordinary course of business of negotiable instruments for deposit or collection) of such Person guaranteeing or in effect guaranteeing any indebtedness, dividend or other obligation of any other Person in any manner, whether directly or indirectly, including (without limitation) obligations incurred through an agreement, contingent or otherwise, by such Person:

(a) to purchase such indebtedness or obligation or any property constituting security therefor;

(b) to advance or supply funds (i) for the purchase or payment of such indebtedness or obligation, or (ii) to maintain any working capital or other balance sheet condition or any income statement condition of any other Person or otherwise to advance or make available funds for the purchase or payment of such indebtedness or obligation;

(c) to lease properties or to purchase properties or services primarily for the purpose of assuring the owner of such indebtedness or obligation of the ability of any other Person to make payment of the indebtedness or obligation; or

(d) otherwise to assure the owner of such indebtedness or obligation against loss in respect thereof.

In any computation of the indebtedness or other liabilities of the obligor under any Guarantee, the indebtedness or other obligations that are the subject of such Guarantee shall be assumed to be direct obligations of such obligor.

"**Guarantor Accession Deed**" means an accession document in the form required by the Deed of Guarantee.

"**Guarantor Resignation Deed**" means a notice in the form required by the Deed of Guarantee.

"**Hazardous Material**" means any and all pollutants, toxic or hazardous wastes or other substances that might pose a hazard to health and safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is or shall be restricted, prohibited or penalized by any applicable law, including, without limitation, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum products, lead based paint, radon gas or similar restricted, prohibited or penalized substances.

"**HMRC**" is defined in Section 13.

"**HMRC Document(s)**" is defined in Section 13.

"**holder**" means, with respect to any Note the Person in whose name such Note is registered in the register maintained by the Company pursuant to Section 14.1; provided, however, that if such Person is a nominee, then for the purposes of Sections 7, 12, 18.2 and 19 and any related definitions in this Schedule 1, "holder" shall mean the beneficial owner of such Note whose name and address appears in such register.

"**Holding Company**" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

"**IFRS**" means generally accepted international accounting standards as from time to time set forth in the statements of International Accounting Standards issued by the International Accounting Standards Board.

"**Indebtedness**" means (without double counting) any indebtedness for or in respect of:

(a) any money borrowed;

(b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with IFRS, be treated as a balance sheet liability (other than any liability in respect of a lease or hire purchase contract which would, in accordance with IFRS in force prior to 1 January 2019, have been treated as an operating lease);

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis (including for the avoidance of doubt any receivables sold pursuant to, or any limited recourse credit arrangement entered into as part of, a Permitted Receivables Financing));

(f) the amount of any preference share which is capable of redemption prior to the latest Series C Maturity Date;

(g) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (f) above; or

(h) for the purposes of Section 11(a)(vi) only:

(i) any counter-indemnity obligation in respect of any guarantee, indemnity, bond, letter of credit or any other instrument issued by a bank, insurance company or financial institution;

(ii) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing; or

(iii) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the net marked to market value (or, if any amount is due from a member of the Group as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account),

but excluding any amounts owed by one member of the Group to another member of the Group.

"**Institutional Investor**" means (a) any Original Holder, (b) any holder of a Note holding (together with one or more of its affiliates) more than 5% of the aggregate principal amount of the Notes then outstanding, (c) any bank, trust company, savings and loan association or other financial institution, any pension plan, any investment company, any insurance company, any broker or dealer, or any other similar financial institution or entity, regardless of legal form, and (d) any Related Fund of any holder of any Note.

"**Instructing Group**" has the meaning given to that term in the Intercreditor Agreement.

"**Intercreditor Agreement**" means the intercreditor agreement entered into by, amongst others, the Company and the Security Agent on or around the A&E Effective Date.

"**Interest Cover Ratio**" means the ratio of Adjusted EBITA to Net Interest Charges.

"**Investment Grade**" is defined in Section 8.10.

"**John Wood Group Pension Plan**" means the John Wood Group PLC Retirement Benefits Scheme.

"**July Precautionary Waiver Letter**" means the waiver letter in respect of this Agreement dated 30 July 2025.

"**June Precautionary Waiver Letter**" means the waiver letter in respect of this Agreement dated June 30, 2025.

"**Legal Opinion**" means any legal opinion delivered to the holders of Notes in accordance with the terms of the Finance Documents.

"**Legal Reservations**" means:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court, and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

(b) the time barring of claims under applicable limitation laws (including the Limitation Acts), the possibility that an undertaking to assume liability for or indemnify a person against non-payment of stamp duty in the United Kingdom may be void and defences of acquiescence, set-off or counterclaim;

(c) similar principles, rights and defences under the laws of any Relevant Jurisdiction; and

(d) any other matters which are set out as qualifications or reservations as to matters of law of general application in the Legal Opinions.

"**Lien**" means a mortgage, standard security, charge, pledge, lien, assignation, assignation in security, hypothec or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect (including any "security interest" as defined in the PPSA but excluding anything which is a Security by operation of section 12(3) of the PPSA which does not, in substance, secure payment or performance of an obligation).

"**Limitation Acts**" means the Limitation Act 1980 and the Foreign Limitation Periods Act 1984.

"**Liquidity**" means (in respect of a previous Week End Date) the aggregate amount of and (in respect of a future Week End Date) the aggregate forecast amount of (all without double counting):

(a) Cash;

(b) the aggregate amount of the Available Facility (as defined under the Facility Agreement);

(c) any unutilized commitments or availability under any other committed cash facility to which any Group Company is a party;

(d) any Net Disposal Proceeds held in the Disposal Proceeds Account pursuant to the terms of the Intercreditor Agreement (including, for the avoidance of doubt, at any time following a Plan B Covenant Trigger Event); and

(e) any purchases under receivables financing facilities provided this is cash irrevocably committed to be received in the next four Business Days in cleared funds,

but excluding:

(i) any cash which constitutes Permitted Cash Collateral;

(ii) any unutilised commitments or availability under any Permitted Receivables Financing (unless utilised under paragraph (e) above);

(iii) any cash identified as trapped cash in the relevant Liquidity Statement; and

(iv) in the case of paragraph (c) above, excluding any amount of such facility that is not available for drawing as a consequence of any condition to utilization not being satisfied at such time or otherwise.

"**Liquidity Statement**" means a statement which shall show, in respect of the date of the relevant statement, a statement of:

(a) Liquidity as at the previous three Week End Dates; and

(b) forecast Liquidity as at the Week End Date:

(i) in the relevant week; and

(ii) the next 12 Week End Dates.

"**Liquidity Test Date**" means Monday of each week (or, if that day is not a Business Day, the immediately following Business Day).

"**Litigation Pre-Funding Escrow**" means any escrow arrangements in respect of pre-funding litigation costs and expenses in respect of any potential or actual litigation.

"**Lock-Up Agreement**" means the lock-up agreement entered into between, amongst others, the Company and certain of the holders as at the A&E Effective Date and dated on or around the date of the Rule 2.7 Announcement.

"**Make-Whole Amount**" is defined in Section 8.8.

"**Material**" means material in relation to the business, operations, affairs, financial condition, assets or properties of the Group taken as a whole.

"**Material Adverse Effect**" means a material adverse effect on (a) the financial condition, business or assets of the Group taken as a whole, or (b) the ability of any Obligor to perform and comply with its payment obligations under this Agreement and the Notes, or (c) the ability of the Company to comply with Sections 9.1, 9.7, 9.8(c), 10.3, 10.4, 10.6, 10.7, 10.9, 10.10 and 10.15 of this Agreement, or (d) the ability of any Subsidiary Guarantor to perform its obligations under Finance Documents to which it is then a party or (e) the validity, legality or enforceability of any of the Finance Documents, or the rights or remedies of the Noteholders under any of the Finance Documents, or (f) the validity, legality or enforceability of any Security expressed to be created pursuant to any Transaction Security Document or on the priority and ranking of any of that Transaction Security;

"**Material Subsidiary**" means any Subsidiary that is wholly-owned (directly or indirectly) by the Company that (on an unconsolidated basis):

(a) has earnings before interest, tax, depreciation and amortisation (calculated on the same basis as EBITDA) representing five per cent. or more of the consolidated EBITDA of the Group; or

(b) generates revenue representing five per cent. or more of the consolidated revenue from continuing operations of the Group.

Compliance with either condition set out above shall be determined by reference to the most recent Compliance Certificate supplied by the Company and/or the latest audited financial statements of that Subsidiary (consolidated in the case of a Subsidiary which itself has Subsidiaries) and the latest audited consolidated financial statements of the Group, in each case, in accordance with the terms of this Agreement. However, if a Subsidiary has been acquired since the date as at which the latest audited consolidated financial statements of the Group were prepared, the financial statements shall be deemed to be adjusted in order to take into account the acquisition of that Subsidiary.

"**Monthly Management Accounts**" means, in respect of a calendar month, unaudited consolidated management accounts of the Group for that calendar month (in the form prepared by the Company as at the A&E Effective Date, with any changes agreed between the Company and the Original Holders' financial adviser appointed in respect of this Agreement from time to time or the Required Holders, as applicable).

"**Moody's**" means Moody's Investor Services Inc or any successor to its ratings business.

"**Multiemployer Plan**" means any Plan that is a "multiemployer plan" (as such term is defined in section 4001(a)(3) of ERISA).

"**NAIC**" means the National Association of Insurance Commissioners or any successor thereto.

"**Negative Rating Event**" is defined in Section 8.10.

"**Net Borrowings**" means:

(a) the total Indebtedness of the Group (but excluding any Indebtedness (i) relating to any joint venture company (howsoever described) which is not a Subsidiary but in which a member of the Group has an interest, (ii) incurred under the New Term Loan Facility and (iii) only from the Completion Date, incurred under the Sidara Funding) *less*

(b)

(i) the Cash and Cash Equivalents of the Group; and

(ii) Indebtedness of Group Companies incurred pursuant to premium credit in respect of insurance payments to the extent that they constitute Permitted Indebtedness,

and so that no amount shall be included more than once provided that any calculation shall be made in accordance with the principles and policies set out in the Original Financial Statements (save in relation to the treatment of Operating Leases).

"**Net Debt Ratio**" means the ratio of Net Borrowings of the Group to Adjusted EBITDA.

"**Net Disposal Proceeds**" means the consideration received or receivable by any member of the Group (including any amount received or receivable in repayment of intercompany debt) for any Disposal made by any member of the Group, after deducting:

(a) any reasonable fees, costs and expenses which are incurred by any member of the Group with respect to that Disposal to persons who are not members of the Group; and

(b) any Tax incurred and required to be paid, whether at the time of the Disposal or otherwise, by the seller or a member of its group for any Tax purposes in connection with that Disposal (as reasonably determined by the seller, on the basis of existing rates and taking account of any available credit, deduction or allowance).

"**Net Interest Charges**" means, in relation to any specified period, the aggregate amount of regular, periodic interest, commission and other recurrent financial expenses attributed to the total Indebtedness of the Group (including those attributable to joint ventures (howsoever described) with a member of the Group but excluding those charged for such period (i) attributable to Associates of the Group), (ii) incurred under the Interim Facility Agreement and the New Term Loan Facility (iii) only from the Completion Date, incurred under the Sidara Funding, (iv) attributable to income or charges relating to the Group's pension scheme, (v) any Transaction Costs and (vi) attributable to discontinued operations) less any interest income received or receivable by the Group provided that any calculation shall be made in accordance with the principles policies set out in the Original Financial Statements (save in relation to the treatment of Operating Leases).

"**New Equity**" means a subscription for shares in the Company paid for in cash or any other form of equity contribution of cash by a Shareholder Entity to the Company made after the Completion Date, and which does not constitute a Change of Control.

"**New Pre-Completion EoD Trigger**" means:

(a) the full amount of the Sidara Initial Funding Tranche is not subordinated in accordance with, and pursuant to the terms of, the Intercreditor Agreement within seven Business Days of the Completion Date;

(b) the full amount of the Sidara Completion Funding Tranche is not provided to a member of the Group within seven Business Days of the Completion Date;

(c) the full amount of the Sidara Completion Funding Tranche (to the extent it is provided as Indebtedness) is not subordinated in accordance with, and pursuant to the terms of, the Intercreditor Agreement or otherwise within seven Business Days of the Completion Date; or

(d) any prepayment or cancellation in respect of the Sidara Initial Funding Tranche has occurred; provided, however, that no New Pre-Completion EoD Trigger shall occur under this paragraph (d) if Indebtedness incurred pursuant to this Agreement and each of the Other Principal Financing Agreements are prepaid and cancelled (or redeemed, as applicable), on a pro rata basis, at the same time as such Sidara Initial Funding Tranche is prepaid and/or cancelled (or redeemed, as applicable), in accordance with the terms of the Intercreditor Agreement (for the avoidance of doubt excluding any prepayment of Disposal Proceeds required to be mandatorily prepaid in accordance with Section 8.4) (a "**Sidara Prepayment EoD Trigger**").

"**New Term Loan Facility**" means the term loan facility entered into by, amongst others, the Company and [redacted] as facility agent on or around the A&E Effective Date defined as the "NTL Agreement" in the Intercreditor Agreement.

"**New Term Loan Facility SPV**" means the borrower under the New Term Loan Facility (being John Wood Group Finance Limited, as at the A&E Effective Date).

"**Non-Recourse Borrowings**" means any Indebtedness of a Subsidiary of the Company (other than an Obligor) at any time made available in connection with the financing of any asset, project or contract, in respect of which the payment of those Indebtedness is to be made from the revenues arising out of that asset, project or contract, with recourse to the revenues and any other assets used in connection with, or forming the subject matter of, that asset, project or contract but without recourse (other than through the enforcement of any Security given by any shareholder or the like in the debtor over its shares or like interest in the capital of the debtor or with such other limited recourse as the Required Holders may from time to time agree in writing with the Company) to:

(a) any other assets of the company incurring such Indebtedness; or

(b) any other member of the Group or any of its assets; or

(c) any guarantee, bond, security or other security interest from any member of the Group.

"**Non-U.S. Plan**" means any plan, fund or other similar program that (a) is established or maintained outside the United States of America by the Company or any Subsidiary primarily for the benefit of employees of the Company or one or more of its Subsidiaries residing outside the United States of America, which plan, fund or other similar program provides, or results in, retirement income, a deferral of income in contemplation of retirement or payments to be made upon termination of employment, and (b) is not subject to ERISA or the Code.

"**Notes**" is defined in Section 1(a).

"**Noteholder Sanctions Event**" means, with respect to any holder of a Note (an "**Affected Noteholder**"), (a) the Company or any Controlled Entity or any of their Affiliates (1) (except for: (i) Foster Wheeler Adibi Engineering Iran; (ii) Wood Group Iran – Qeshm Company (pjs); (iii) Production Service Network Eurasia LLC; (iv) Production Services Network Sakhalin LLC; (v) OOO Amec Foster Wheeler; and (vi) Amec Foster Wheeler Venezuela C.A.) becoming a Blocked Person or, (2) (except for Wood Canada Limited's shareholding in Monenco Iran

Co.) directly or indirectly, having any investment in or engaging in any dealing or transaction (including any investment, dealing or transaction involving the proceeds of the Notes) in violation of any Economic Sanctions Law or (b) the name of the Company or any Controlled Entity appearing on a State Sanctions List.

"**Obligor**" means the Company or a Subsidiary Guarantor.

"**OFAC**" is defined means the Office of Foreign Assets Control of the United States Department of the Treasury.

"**OFAC Sanctions Program**" means any economic or trade sanction that OFAC is responsible for administering and enforcing. A list of OFAC Sanctions Programs may be found at http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx.

"**OP Jurisdiction**" means the jurisdiction in which a holder of a Note is resident for tax purposes on the A&E Effective Date and which has a double taxation treaty with the United Kingdom on the A&E Effective Date which provides for full exemption from UK withholding tax on interest.

"**Operating Lease**" means any liability in respect of a lease or hire purchase contract which would, in accordance with IFRS in force prior to 1 January 2019, have been treated as an operating lease.

"**Original Financial Statements**" means:

(a) in relation to the Company, the audited consolidated financial statements of the Group for the financial year ended 31 December 2024 (to the extent available); and

(b) in relation to the Original U.S. Guarantor, the unaudited solus financial statements of Wood Group US Holdings, Inc. for the financial year ended 31 December 2023.

"**Original GAAP**" is defined in Section 23.3(b).

"**Original Note Purchase Agreement**" means the Note Purchase Agreement, originally dated as of August 14, 2014 between, among others, the Company and each of the original purchasers listed in Schedule A thereto pursuant to which the Company issued, among other things, the Series C Notes to such purchasers.

"**Original Series C Notes**" is defined in Section 1(b).

"**Original Scottish Guarantors**" means, collectively, (a) JWGUSA Holdings Limited, incorporated in Scotland with registered number SC178512, (b) Wood Group Gas Turbine Services Holdings Limited, incorporated in Scotland with registered number SC159160, (c) Wood Group Investments Limited, incorporated in Scotland with registered number SC301983, (d) Wood Group Holdings (International) Limited, incorporated in Scotland with registered number SC169712 and (e) WGPSN (Holdings) Limited, incorporated in Scotland with registered number SC288570.

"**Original Subsidiary Guarantors**" means the Original Scottish Subsidiary Guarantors and the Original U.S. Subsidiary Guarantor, collectively, and "**Original Subsidiary Guarantor**" means any one of them individually (as the context requires).

"**Original U.S. Guarantor**" means Wood Group US Holdings, Inc., incorporated in the State of Nevada.

"**Other Principal Financing Agreement**" means:

(a) the Facility Agreement;

(b) the US$200,000,000 term facility agreement between, amongst others, the Company as borrower and [redacted] originally dated 4 December 2023;

(c) the note purchase agreement entered into by the Company and certain noteholders originally dated December 10, 2018;

(d) the note purchase agreement entered into by the Company and certain noteholders originally dated June 24, 2019;

(e) if applicable, the Sidara Initial Facility Agreement; and

(f) if applicable, the Sidara Completion Facility Agreement,

in each case as amended, restated, supplemented and/or otherwise modified from time to time.

"**PBGC**" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA or any successor thereto.

"**Perfection Requirements**" means the making or procuring of appropriate registrations, filings, endorsements, notarisations, stampings and/or notifications of the Transaction Security Documents and/or the Security expressed to be created under the Transaction Security Documents as contemplated by a Legal Opinion.

"**Permitted Acquisition**" means any acquisition for cash consideration or for shares or for a combination of both of the issued share capital of a limited liability company or a business or undertaking carried on as a going concern provided that: (i) such acquisition does not constitute a Significant Transaction; and (ii) at the date for completion or such acquisition, no Financial Event of Default has occurred which is continuing provided that, in no circumstances shall any acquisition prohibited by Section 10.1be a Permitted Acquisition.

"**Permitted Conversion**" means any conversion of any outstanding loan, credit or any other indebtedness which is permitted under the terms of any Finance Document and is owed by a member of the Group to another member of the Group or a Shareholder Entity into a capital loan, distributable reserves or share capital of any member of the Group or any other capitalisation, forgiveness, waiver, release or other discharge of that loan, credit or indebtedness, in each case on a cashless basis and which does not result in adverse tax consequences for the Group.

"**Permitted Indebtedness**" means:

(a) Indebtedness arising under the Finance Documents

(b) Indebtedness arising under the Primary Finance Documents;

(c) any unsecured intra-Group indebtedness between Group Companies, provided that applicable indebtedness is subordinated to the Secured Liabilities where required by and pursuant to the Intercreditor Agreement;

(d) Indebtedness of Wood Group Engineering and Production Facilities Brasil Ltda with [redacted] in respect of such Indebtedness of up to [redacted]

(e) Indebtedness of Wood Chile Limitada with [redacted] of up to [redacted]

(f) Indebtedness of Group Companies incurred pursuant to:

(i) credit card facilities;

(ii) fuel card procurement lines; and

(iii) premium credit in respect of insurance payments,

provided that the aggregate amount of any Indebtedness incurred pursuant to this paragraph (f) shall not exceed US$90,000,000 (or its equivalent in any currency) at any time;

(g) Indebtedness advanced by any Shareholder Entity to any Group Company (including, without limitation, the Sidara Funding) provided all such Indebtedness has been subordinated in accordance with the terms of the Intercreditor Agreement; and

(h) to the extent not covered by paragraphs (a) to (g) above, any Indebtedness not exceeding in aggregate US$200,000,000 (or its equivalent in another currency or currencies).

"**Permitted Cash Collateral**" means any cash collateral in respect of any counter-indemnity or guarantee obligation granted by any member of the Group in respect of any performance, bid, surety or similar bonds, letters of credits or guarantees (including, without limitation), cash collateral using the proceeds of the New Term Loan Facility).

"**Permitted Disposal**" means any sale, lease, transfer or other disposal:

(a) made in the ordinary course of trading of the disposing entity (including payments of cash and cash collateral) and consistent with past practice of the Group (taken as a whole);

(b) of assets in exchange for other assets comparable or superior as to type, value and quality made in the ordinary course of trading and consistent with past practice of the Group (taken as a whole);

(c) in relation to a Permitted Receivables Financing;

(d) made by a member of the Group in favor of another member of the Group on arm's length terms and for fair market value;

(e) which is a lawful distribution permitted under the terms of this Agreement (other than to a Shareholder Entity);

(f) of a loss-making business made with the prior written consent of the Required Holders;

(g) of Permitted Cash Collateral;

(h) in respect of which the Required Holders have given their prior written consent (including, without limitation, (i) the disposal of the entire issued share capital of Kelchner, Inc. to Strength Capital Partners, LLC permitted pursuant to a consent request letter from the Company to the Noteholders dated 12 April 2025, (ii) the disposals of certain income-producing contracts relating to support services to the US onshore oil and gas industry, specific assets relating to those contracts, certain other assets (including equipment, inventories and rolling stock) and trade receivables, to Danos Ventures, LLC permitted pursuant to a consent request letter from the Company to the Noteholders dated 29 June 2025, (iii) the disposal by JWG Investments Limited of its 50% shareholding in RWG (Repairs and Overhauls) Limited to Siemens Energy Global GmbH & Co, KG permitted pursuant to a consent request letter from the Company to the Noteholders dated 24 July 2025 and (iv) the proposed disposals of Wood T&D USA, Inc. and Wood T&D Canada Holding Ltd. to the selected buyer permitted pursuant to a consent request letter from the Company to the Noteholders dated 15 August 2025);

(i) of cash (not exceeding US$11,500,000 in aggregate) to be held in any Litigation Pre-Funding Escrow; and

(j) to any entity other than a Shareholder Entity, where the higher of the market value or consideration receivable (when aggregated with the higher of the market value or consideration receivable for any other sale, lease, transfer or other disposal, other than any permitted under paragraphs (a) to (i) above) does not exceed US$50,000,000 (or its equivalent in another currency or currencies) in any financial year.

"**Permitted Guarantee**" means:

(a) any guarantee or indemnity arising pursuant to any Finance Document or Primary Finance Document;

(b) the endorsement of negotiable instruments in the ordinary course of trade and consistent with past practice of the Group (taken as a whole);

(c) (i) any counter-indemnity or guarantee obligation granted by a member of the Group in respect of any performance, bid, surety or similar bonds, letters of credits or guarantees or (ii) any guarantees granted by any member of the Group, in each case in connection with any trading contract or otherwise entered into in the ordinary course of trade

(including, for the avoidance of doubt, in respect of insurance transactions and property or leasing transactions) and in each case consistent with past practice of the Group (taken as a whole);

(d) any counter-indemnity or guarantee obligation granted by any member of the Group in respect of Permitted Indebtedness (including, without limitation, under the Primary Finance Documents), provided that any such guarantee complies with the requirements of the Intercreditor Agreement (if applicable);

(e) any guarantee given in respect of the netting or set-off arrangements for a cash pooling or cash sweeping arrangement;

(f) any indemnity given in the ordinary course of the documentation of a Permitted Acquisition or Permitted Disposal which indemnity is in a customary form and subject to customary limitations;

(g) any guarantee set out in Schedule 2 of this Note Purchase Agreement;

(h) any guarantee or indemnity granted by a member of the Group in favour of another member of the Group (but excluding, for the avoidance of doubt, any Shareholder Entity) provided that (x) if such guarantee or indemnity is in respect of any Indebtedness, such Indebtedness constitutes Permitted Indebtedness and (y) any such guarantee or indemnity complies with the requirements of the Intercreditor Agreement (if applicable);

(i) any guarantee or indemnity granted by an Obligor in respect of the Indebtedness of another Obligor (provided that such guarantee or indemnity is subordinated to the Notes pursuant to the Intercreditor Agreement or otherwise on terms acceptable to the Required Holders (acting reasonably));

(j) any customary guarantee or indemnity given in favour of directors and officers of any member of the Group in respect of their functions as such; and

(k) any guarantee or indemnity not permitted under paragraphs (a) to (j) above where the aggregate maximum liability of all members of the Group who have given such a guarantee or indemnity in respect of any Indebtedness of any Obligor or other member of the Group, does not exceed US$200,000,000 (or its equivalent in another currency or currencies).

"**Permitted Lien**" means:

(a) any Lien entered into pursuant to any Finance Document;

(b) any Lien outstanding as of 19 March 2025, provided that the aggregate amount of any indebtedness which benefits from such Lien under this paragraph (b) does not exceed US$5,000,000 (or its equivalent in another currency or currencies);

(c) any payment or close out netting or set-off arrangement pursuant to any hedging transaction entered into by a member of the Group in the ordinary course of business for the purpose of:

(i) hedging any risk to which any member of the Group is exposed in its ordinary course of trading; or

(ii) its interest rate or currency management operations which are carried out in the ordinary course of business and for non-speculative purposes only,

excluding, in each case, any Lien under a credit support arrangement in relation to a hedging transaction;

(d) any lien arising by operation of law and in the ordinary course of trading;

(e) any Lien over or affecting any asset acquired by a member of the Group after the date of this Agreement if:

(i) the Lien was not created in contemplation of the acquisition of that asset by a member of the Group;

(ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by a member of the Group;

(iii) the Lien is removed or discharged within six months of the date of acquisition of such asset; and

(iv) the acquisition of the asset was a Permitted Acquisition.

(f) any Lien over or affecting any asset of any company which becomes a member of the Group after the date of this Agreement, where the Lien is created prior to the date on which that company becomes a member of the Group, if:

(i) the Lien was not created in contemplation of the acquisition of that company;

(ii) the principal amount secured has not increased in contemplation of or since the acquisition of that company;

(iii) the Lien is removed or discharged within six months of that company becoming a member of the Group; and

(iv) the acquisition of the company was a Permitted Acquisition.

(g) any Lien arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading (to the extent consistent with past practice of the Group (taken as a whole)) and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group;

(h) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements (to the extent consistent with past practice of the Group (taken as a whole)) for the purpose of netting debit and credit balances or any Lien arising out of any rights of consolidation, combination of accounts or set-off in favor of a financial institution over any clearing or current account in connection with a cash management or group interest netting arrangement operated between that financial institution and members of the Group;

(i) any pledge of goods, the related documents of title and/or other related documents arising or created in the ordinary course of its business (to the extent consistent with past practice of the Group (taken as a whole)) as security to a bank or financial institution for financial obligations directly relating to the goods or documents on or over which that pledge exists;

(j) any Lien arising pursuant to an order of attachment, distress, garnishee or injunction restraining disposal of assets or similar legal process arising in connection with court proceedings being contested by the relevant member of the Group in good faith and which in any event is discharged within 60 days;

(k) any Lien ("**Replacement Lien**") created to replace or renew or in substitution for any Lien otherwise permitted ("**Prior Lien**") where the Replacement Lien is granted in respect of the same asset as the Prior Lien and does not secure an amount in excess of the amount secured by the Prior Lien;

(l) any Lien over contracts entered into in the ordinary course of business for the supply of goods and/or services and over assets employed in the performance of those contracts, to secure counter-indemnity obligations in respect of any bond, guarantee, letter of credit or other instrument having a similar effect, in each case, issued in respect of obligations under or in connection with the performance of those contracts;

(m) any Lien granted to secure obligations under the Permitted Receivables Financings;

(n) any Lien arising under general banking conditions of a financial institution with whom a member of the Group holds a bank account;

(o) any Lien in respect of any Permitted Cash Collateral;

(p) the Transaction Security;

(q) any collateral provided by any member of the Group in respect of derivative transactions made in the ordinary course of business where the aggregate value of such derivative transactions does not exceed US$100,000,000 (and, when calculating the value of any derivative transaction, only the net marked to market value (or, if any amount is due from a member of the Group as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);

(r) any set off arrangement granted in favour of the PNG Loan Creditors (in accordance with the terms of the PNG Loan Agreement) (each as defined in the Intercreditor Agreement); or

(s) any Lien securing indebtedness the principal amount of which (when aggregated with the principal amount of any other indebtedness which has the benefit of a Lien given by any member of the Group other than any permitted under paragraphs (a) to (r) above) does not exceed US$25,000,000 (or its equivalent in another currency or currencies).

"**Permitted Payment**" means:

(a) the payment of a dividend, distribution, payment or other transaction referred to in Section 10.16 by any member of the Group to any of its shareholders (other than a Shareholder Entity);

(b) the acquisition, purchase or cancellation of shares pursuant to any employee incentive scheme in effect as at the A&E Effective Date;

(c) any repayment of the Sidara Funding (to the extent the Sidara Funding constitutes Indebtedness) as permitted pursuant to the terms of the Intercreditor Agreement; and

(d) any Permitted Conversion.

"**Permitted Receivables Financing**" means receivables financing arrangements, provided that the aggregate amount of such arrangements does not exceed $300,000,000 or its equivalent in another currency (including, without limitation, a receivables financing program with [redacted]. permitted pursuant to a consent request letter from the Company to each Original Holder dated August 15, 2025).

"**Permitted SPV Activities**" means, in respect of the Disposal Proceeds SPV:

(a) the holding of the Disposal Proceeds Account;

(b) the holding of Net Disposal Proceeds in the Disposal Proceeds Account;

(c) the incurring of any Permitted Indebtedness to facilitate the transfer of Net Disposal Proceeds to the Disposal Proceeds Account;

(d) the repayment of any Permitted Indebtedness or the lending of any amount to another member of the Group to facilitate the transfer and use of Net Disposal Proceeds as permitted by this Agreement;

(e) any other activity expressly contemplated in the Finance Documents to be carried out by the Disposal Proceeds SPV (including, without limitation (i) the transfer or withdrawal of cash from the Disposal Proceeds Account and (ii) the granting of Transaction Security in respect of the Disposal Proceeds Account); and

(f) maintaining its corporate or other organisational existence.

"**Person**" means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, business entity or Governmental Authority.

"**Plan**" means an "employee benefit plan" (as defined in section 3(3) of ERISA) subject to Title I of ERISA that is or, within the preceding five years, has been established or maintained, or to which contributions are or, within the preceding five years, have been made or required to be made, by the Company or any ERISA Affiliate or with respect to which the Company or any ERISA Affiliate may have any liability.

"**Plan B Covenant Trigger Event**" means:

(a) a Plan B Trigger Event; or

(b) a Sidara Prepayment EoD Trigger which occurs prior to Completion,

provided that, in the event that a Plan B Covenant Trigger Event occurs prior to the A&E Effective Date, that Plan B Covenant Trigger Event shall be deemed to occur on the A&E Effective Date.

"**Plan B Trigger Event**" means the occurrence of any of the following:

(a) either the Shareholder Scheme Court Meeting and/or the General Meeting being held where a vote takes place and does not result in a Successful Shareholder Vote;

(b) any condition in the Rule 2.7 Announcement being successfully invoked by Sidara Limited or the Company, in either case as permitted by the Takeover Panel;

(c) the full amount of the Sidara Initial Funding Tranche is not funded within six days of the A&E Effective Date (or such later date as agreed in writing between the Company and the Required Holders (acting reasonably));

(d) the Court definitively refuses to sanction the Shareholder Scheme at the Sanction Hearing;

(e) 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 Limited 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 Company's shares), and otherwise on equivalent terms, as those set out in the Rule 2.7 Announcement, unless otherwise agreed by the Required Holders;

(f) 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 Company and the Required Holders (acting reasonably)); or

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

provided that, in the event that a Plan B Trigger Event occurs prior to the A&E Effective Date, that Plan B Trigger Event shall be deemed to occur on the A&E Effective Date.

"**PPSA**" means the Personal Property Securities Act 2009 (Cth) of Australia.

"**Pre-Completion Period**" means the period commencing on the A&E Effective Date and ending on the later of (but excluding):

(a) the Completion Date; and

(b) the date on which the Company has received the Sidara Completion Funding Tranche in full,

(provided, however, that no Plan B Trigger Event has occurred).

"**Primary Finance Documents**" has the meaning given to that term in the Intercreditor Agreement.

"**Principal Bank Facility**" means any existing bilateral bank facility to which the Company, the Subsidiary Guarantors and one or more financial institutions is a party as of the date of this Agreement, as the same may be amended, supplemented or modified from time to time and any successor, replacement or supplemental syndicated credit facility or bilateral credit facility of the Company entered into to refinance, replace or supplement the foregoing so long as the principal amount of Indebtedness which is permitted to be incurred thereunder is equal to or in excess of $75,000,000 (or its equivalent in any other currency).

"**property**" or "**properties**" means, unless otherwise specifically limited, real or personal property of any kind, tangible or intangible, choate or inchoate.

"**PTE**" is defined in Section 6.2(a).

"**QPP Certificate**" means a creditor certificate for the purposes of the Qualifying Private Placement Regulations 2015 (SI 2015/2002) (the "QPP Regulations"), given in the form set out in Exhibit QPP.

"**QPP Regulations**" is defined in the definition of QPP Certificate.

"**Qualified Institutional Buyer**" means any Person who is a "qualified institutional buyer" within the meaning of such term as set forth in Rule 144A(a)(1) under the Securities Act.

"**Qualifying Holder**" means:

(a) a holder of a Note which has delivered a QPP Certificate to the Company which was not, and has not become, a withdrawn certificate or a cancelled certificate for the purposes of the QPP Regulations; or

(b) a holder of a Note which is a Treaty Holder.

"**Quarter Date**" means each of 31 March, 30 June, 30 September and 31 December in each calendar year.

"**Rated Securities**" is defined in Section 8.9.

"**Rating Agency**" is defined in Section 8.9.

"**Rating Downgrade**" is defined in Section 8.9.

"**RCF Lenders**" has the meaning given to the term "Lender" in the Facility Agreement.

"**Recapitalisation Plan**" has the meaning given to that term in Part II of Schedule 3 (*Override Provisions*).

"**Receivables Financing SPV**" means any special purpose vehicle which has been incorporated specifically for the purpose of any Permitted Receivables Financing and the sole purpose of which is to buy and sell receivables under or in connection with any Permitted Receivables Financing, or any Subsidiary of a Receivables Financing SPV.

"**Receiver**" means a receiver or receiver and manager or administrative receiver or Australian Controller of the whole or any part of the Transaction Security Property.

"**Reconciliation Statement**" is defined in Section 23.3(b).

"**Reinvestment Yield**" is defined in Section 8.8.

"**Related Fund**" means, with respect to any holder of any Note, any fund or entity that is an "accredited investor" within the meaning of Regulation D of the Securities Act and (a) invests in Securities or bank loans, and (b) is advised or managed by such holder, the same investment advisor as such holder or by an affiliate of such holder or such investment advisor.

"**Relevant Financial Statements**" means:

(a) the Company's audited consolidated financial statements for the year ended 31 December 2021 delivered to each Noteholder pursuant to Section 7.1(b);

(b) the Company's consolidated financial statements for the half year ended 30 June 2022 delivered to each Noteholder pursuant to Section 7.1(a);

(c) the Company's audited consolidated financial statements for the year ended 31 December 2022 delivered to each Noteholder pursuant to Section 7.1(b);

(d) the Company's consolidated financial statements for the half year ended 30 June 2023 delivered to each Noteholder pursuant to Section 7.1(a);

(e) the Company's audited consolidated financial statements for the year ended 31 December 2023 delivered to each Noteholder pursuant to Section 7.1(b); and

(f) the Company's consolidated financial statements for the half year ended 30 June 2024 delivered to each Noteholder pursuant to Section 7.1(a);

"**Relevant Jurisdiction**" means, in relation to a Transaction Obligor or Material Subsidiary, as applicable:

(a) its jurisdiction of incorporation or organisation;

(b) any jurisdiction where any asset subject to or intended to be subject to the Transaction Security to be created by it is situated;

(c) any jurisdiction where it conducts its business; and

(d) the jurisdiction whose laws govern the perfection of any of the Transaction Security Documents entered into by it.

"**Relevant Period**" means each period of 12 months ending on a Test Date.

"**Remaining Average Life**" is defined in Section 8.8.

"**Remaining Scheduled Payments**" is defined in Section 8.8.

"**Repeating Representations**" means:

(a) in the case of the Company, each of the representations set out in Part B of Section 5 and at any time after the delivery of the Original Financial Statements in accordance with the terms of this Agreement, paragraph (a) of Section 5.3; and

(b) in the case of each other Transaction Obligor, each representation set out in any Finance Document to which it is a party that are deemed to be made and repeated by it in accordance with the terms of that Finance Document.

"**Reported**" is defined in Section 8.8.

"**Required Holders**" means the holders of 50% or more in principal amount of the Notes (without regard to series) at the time outstanding (exclusive of Notes then owned by the Company or any of its Affiliates or any Competitor).

"**Resolutions**" has the meaning given to it in the Rule 2.7 Announcement.

"**Responsible Officer**" means any Senior Financial Officer, the company secretary and any other officer of the Company with responsibility for the administration of the relevant portion of this Agreement.

"**Review**" means the independent review performed by Deloitte (commissioned by the Company's board of directors, in response to dialogue with the Auditor at the time of commissioning) and finalised in April 2025.

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

"**Sanction Hearing**" has the meaning given to the term "Sanction Hearing" in the Rule 2.7 Announcement.

"**Sanctions Prepayment Date**" is defined in Section 8.9(a).

"**Sanctions Prepayment Response Date**" is defined in Section 8.9(a).

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

"**Secured Liabilities**" has the meaning given to the term "Secured Obligations" in the Intercreditor Agreement.

"**Secured Parties**" means a holder of Notes, a Receiver or any Delegate.

"**Securities**" or "**Security**" shall have the meaning specified in Section 2(1) of the Securities Act.

"**Securities Act**" means the Securities Act of 1933, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

"**Security Agent**" means GLAS Trust Corporation Limited.

"**Security Provider**" means any person that is a party to a Transaction Security Document that creates any Security over that person's assets for the Secured Liabilities.

"**Senior Financial Officer**" means the group financial controller, group finance director or group head of treasury of the Company.

"**Senior Management Team**" means each member of the Group's:

(a) Executive Leadership Team; and

(b) Finance Leadership Team comprising:

(i) Group Financial Controller;

(ii) President, Central Finance;

(iii) President, Financial Planning & Analysis;

(iv) President, Investor relations;

(v) President, Treasury;

(vi) Head of Tax;

(vii) President of Finance, Projects;

(viii) President of Finance, Consulting;

(ix) President of Finance, Operations;

(x) President of Internal Audit;

(xi) President, Transformation; and

(xii) President, Remediation,

from time to time.

"**Separation Milestones**" means the milestones set out in the Separation Plan (as varied from time to time with written consent of the Instructing Group).

"**Separation Plan**" means the plan delivered by the Company pursuant to clause 6.7(V) of the Lock-Up Agreement.

"**series**" means one or all of the Series C1 Notes or the Series C2 Notes.

"**Shareholder Entity**" means:

(a) any direct or indirect shareholder of the Company (including, from the Completion Date, Sidara); and/or

(b) any Affiliate(s) of any Shareholder Entity under paragraph (a) above,

but excluding members of the Group.

"**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 Dar Al-Handasah Consultants Shair and Partners Holdings Ltd.

"**Sidara Completion Facility Agreement**" means any facility agreement in respect of the Sidara Completion Funding Tranche (to the extent provided in the form of Indebtedness).

"**Sidara Completion Funding Commitment Letter**" means the commitment letter entered into by Sidara Limited and the 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 Company by Sidara or any of its Affiliates in the form

of Indebtedness and/or equity on or around the Completion Date (in such form that is agreed with the legal adviser to the Noteholders prior to the A&E Effective Date or as otherwise agreed with the Required Holders in writing).

"**Sidara Entity**" means Sidara and each of its Subsidiaries from time to time (excluding any member of the Group).

"**Sidara Funding**" means any Indebtedness incurred by any member of the Group owing to any Sidara Entity.

"**Sidara Initial Facility Agreement**" means the facility agreement in respect of the Sidara Initial Funding Tranche entered into on or around the date of the Rule 2.7 Announcement between, among others, the Company, the Obligors and Sidara Limited.

"**Sidara Initial Funding Tranche**" means an amount equal to US$250,000,000 drawn under the Sidara Initial Facility Agreement.

"**Series C Notes**" is defined in Section 1(a).

"**Settlement Date**" is defined in Section 8.8.

"**Significant Transaction**" means a transaction which would be classified as being a "Significant transaction" pursuant to Chapter 10 of the Listing Rules published by the UK Financial Conduct Authority (in respect of the tests in relation to gross assets or gross capital but excluding the "consideration test" thereunder) if the Company were a public listed company.

"**Spanish Civil Code**" means the Spanish Royal Decree dated 24 July 1889, approving the Spanish Civil Code (Código Civil), as amended from time to time.

"**Spanish Civil Procedure Act**" means Spanish Act 1/2000, of 7 January, on Civil Procedure (Ley de Enjuiciamiento Civil), as amended from time to time.

"**Spanish Companies Act**" means Spanish Royal Legislative Decree 1/2010, of 2 July, approving the Spanish Capital Companies Act (Ley de Sociedades de Capital), as amended from time to time.

"**Spanish Guarantor**" means a Guarantor incorporated in Spain.

"**Spanish Insolvency Act**" means Spanish Royal Legislative Decree 1/2020, of 5 May, approving the consolidated text of the Insolvency Act (Texto Refundido de la Ley Concursal), as amended from time to time and in particular, without limitation, by Act 16/2022, of 5 September, amending the consolidated text of the Insolvency Act.

"**Spanish Obligor**" means an Obligor incorporated in Spain.

"**Spanish Public Document**" means, a documento público, being an escritura pública, póliza or efecto intervenido por fedatario público.

"**Source**" is defined in Section 6.2..

"**State Sanctions List**" means a list that is adopted by any state Governmental Authority within the United States of America pertaining to Persons that engage in investment or other commercial activities in (x) Iran or any other country that is a target of economic sanctions imposed under U.S. Economic Sanctions Laws or (y) Syria or Sudan.

"**Sterling**" or "**£**" means the lawful currency for the time being of the United Kingdom.

"**Subsidiary**" has the meaning ascribed to it in Section 1159 of the Companies Act 2006 Unless the context otherwise clearly requires, any reference to a "Subsidiary" is a reference to a Subsidiary of the Company.

"**Subordinated Debt**" means the aggregate principal amount outstanding (including any capitalised interest thereon) from time to time under the Subordinated Debt Instruments.

"**Subordinated Debt Instruments**" means the instruments and agreements constituting (and all other instruments or agreements evidencing) loans made in cash (directly or indirectly) by a Shareholder Entity to the Company, bonds issued by the Company and subscribed for (directly or indirectly) by the Investors or (direct or indirect) claims of any Shareholder Entity against the Company (excluding, for the avoidance of doubt, any claims for the repayment of dividends under preferred shares) which, in each case, are unsecured and subordinated to the Notes on terms and conditions provided in the Intercreditor Agreement or which are otherwise subordinated to the Notes to the satisfaction of the Required Holders (acting reasonably).

"**Subsidiary Guarantor**" is defined in Section 1(b).

"**Subsidiary Undertaking**" has the meaning ascribed to it in Section 1162 of the Companies Act 2006. Unless the context otherwise clearly requires, any reference to a "Subsidiary Undertaking" is a reference to a Subsidiary Undertaking of the Company.

"**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 Holders**" means the holders of 75% or more in principal amount of the Notes at the time outstanding (exclusive of Notes then owned by the Company or any of its Affiliates or any Competitor).

"**SVO**" means the Securities Valuation Office of the NAIC or any successor to such Office.

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

"**Takeover Panel**" means the Panel on Takeovers and Mergers.

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any interest and penalties payable in respect thereof), and "Taxation" shall be construed accordingly.

"**Taxing Jurisdiction**" is defined in Section 13.

"**Tax Prepayment Notice**" is defined in Section 8.3.

"**Terms and Conditions**" means the HMRC DT Treaty Passport Scheme Terms and Conditions of July 2011 (or such other conditions which replace them from time to time).

"**Test Date**" means the First Test Date, and thereafter, 30 June and 31 December in each year.

"**Transaction Committee**" means the sub-committee of the board of directors of the Company referred to as the "Transaction Committee" (or any replacement thereof which has responsibility for, amongst other things, monitoring the Group's liquidity) and "**members of the Transaction Committee**" shall be construed accordingly.

"**Transaction Costs**" means all fees, costs and expenses incurred by the Company or any member of the Group in connection with the negotiation, preparation and/or execution of the July Precautionary Waiver Letter (or any previous iterations thereof), the First Amendment and Restatement Deed and the transactions contemplated thereunder (including, without limitation, entry into Intercreditor Agreement and the Acquisition).

"**Transaction Obligor**" means the Company, a Subsidiary Guarantor or a Security Provider, and "**Transaction Obligors**" means all of them.

"**Transaction Security**" means the Security created or expressed to be created in favor of the Security Agent pursuant to the Transaction Security Documents.

"**Transaction Security Documents**" means:

(a) each of the documents listed in paragraph 3 of Schedule 2 of the A&E Implementation Deed; and

(b) any security document entered into by any member of the Group creating or expressed to create any Security over all or any part of its assets in respect of the Secured Liabilities pursuant to or in connection with any of the Finance Documents.

"**Transaction Security Property**" means:

(a) the Transaction Security expressed to be granted in favour of the Security Agent as security agent for the Secured Parties and all proceeds of that Transaction Security;

(b) all obligations expressed to be undertaken by a Transaction Obligor to pay amounts in respect of the Secured Liabilities to the Security Agent as security agent for the Secured Parties and secured by the Transaction Security together with all representations and

warranties and undertakings expressed to be given by a Transaction Obligor or any other person in favour of the Security Agent as security agent for the Secured Parties; and

(c) any other amounts or property, whether rights, entitlements, choses in action or otherwise, actual or contingent, which the Security Agent is required by the terms of the Finance Documents to hold as security agent for the Secured Parties.

"**Treaty Holder**" means a holder of a Note which is not a Qualifying Holder under subparagraph (a) of the definition thereof but:

(a) is treated as a resident of a Treaty State for the purposes of the Treaty;

(b) does not carry on a business in the United Kingdom through a permanent establishment with which that holder's holding of the Notes is effectively connected; and

(c) fulfils any conditions which relate to the holder which must be fulfilled under the double taxation agreement for residents of that Treaty State to obtain full exemption from United Kingdom taxation on interest (subject to the completion of procedural formalities).

"**Treaty State**" means a jurisdiction having a double taxation agreement (a "Treaty") with the United Kingdom which makes provision for full exemption from tax imposed by the United Kingdom on interest.

"**U.K. Economic Sanctions Laws**" means those laws, executive orders, enabling legislation or regulations administered and enforced by the United Kingdom pursuant to which economic sanctions have been imposed on any Person, entity, organization, country, territory or regime, including the Counter Terrorism (Sanctions) (EU Exit) Regulations 2019, Counter Terrorism Act 2008 and SAMLA.

"**UK Qualifying Holder**" shall mean a holder which is beneficially entitled to interest payable to that holder in relation to the Notes and a holder which is:

(a) a company resident in the United Kingdom for United Kingdom tax purposes; or

(b) a partnership each member of which is:

(i) a company so resident in the United Kingdom; or

(ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the Corporation Tax Act 2009) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the Corporation Tax Act 2009; or

(c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in

respect of that advance in computing the chargeable profits (within the meaning of section 19 of the Corporation Tax Act 2009) of that company.

"**U.S. Bankruptcy Law**" means the US Bankruptcy Code of 1978 (Title 11 of the United States Code) or any other US federal or state bankruptcy, insolvency or similar law.

"**U.S. Economic Sanctions Laws**" means those laws, executive orders, enabling legislation or regulations administered and enforced by the United States (including OFAC and the U.S. Department of State) pursuant to which economic sanctions have been imposed on any Person, entity, organization, country, territory or regime, including the Trading with the Enemy Act, the International Emergency Economic Powers Act, the Sudan Accountability and Divestment Act and any OFAC Sanctions Program.

"**U.S. Guarantor**" means the Original U.S. Guarantor and any other U.S. Person designated as such.

"**U.S. Person**" means a "United States Person" as defined in Section 7701(a)(30) of the Code, as amended from time to time, and includes a U.S. Person who is the sole owner of any entity that is disregarded as being an entity separate from such owner for US federal income tax purposes.

"**USA PATRIOT Act**" means United States Public Law 107-56, Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

"**Week End Date**" means each Friday.

SCHEDULE 2

GUARANTEES

1. The guarantee issued by John Wood Group PLC to Industrial Development Agency (Ireland) in support of Wood Group Kenny (Ireland) Ltd in respect of obligations under a government grant received by Wood Group Kenny (Ireland) Ltd and up to the value of EUR 900,000;

2. Any guarantee provided by John Wood Group PLC in order that certain of its Subsidiaries may benefit from the exemption from the statutory requirement for a company's annual accounts for a financial year to be audited in accordance with Part 16 of the Companies Act 2006;

3. Any amendment, supplemental or replacement guarantee issued by a Group Company in respect of the John Wood Group Pension Plan;

4. Any amendment, supplemental or replacement guarantee issued by a Group Company in respect of the Amec Foster Wheeler Pension Plan;

5. Any guarantee granted in respect of any Permitted Receivables Financing;

6. Any guarantees granted by John Wood Group PLC in respect of a seller's obligations pursuant to a sale or disposal (which constituted a Permitted Disposal under this Agreement as at the time of such sale or disposal) in effect as at 19 March 2025;

7. (Until such time as the disposal in respect thereof completes) the guarantee granted by John Wood Group PLC in the joint venture agreement entered into between (1) Siemens Aktiengesellschaft; (2) John Wood Group Plc; (3) Wood Group Gas Turbine Services Holdings Limited; and (4) Rolls Wood Group (Repair & Overhauls) Limited relating to the operation of Rolls Wood Group (Repair & Overhauls) Limited and dated 1 December 2014 (as amended from time to time);

8. The guarantee granted by John Wood Group PLC to [redacted] dated 19 February 2016 (as amended and varied from time to time); and

9. Any counter-indemnity or indemnity obligation in respect any surety bonds agreements which is outstanding as of the A&E Effective Date, provided such obligation(s) were permitted to be outstanding under this Agreement prior to the A&E Effective Date.

SCHEDULE 3

OVERRIDE PROVISIONS

Part I
Pre-Completion Period

The provisions of this Part I (*Pre-Completion Period*) of Schedule 3 (*Override Provisions*) shall apply at all times during the Pre-Completion Period (unless and until a Plan B Covenant Trigger Event has occurred).

1. DEFINITIONS

For the purposes of Sections 9 and 10:

(a) capitalised terms used in Sections 9 and 10 shall have the meaning ascribed to them in this Part I (*Pre-Completion Period*) of Schedule 3 (*Override Provisions*) or (if not defined herein) Schedule 1; and

(b) to the extent that a capitalised term is defined both in this paragraph 1 and in Schedule 1, the definition in this Part I (*Pre-Completion Period*) of Schedule 3 (*Override Provisions*) shall prevail.

"**Cashflow Forecast Delivery Date**" means the first Monday of each calendar month (or, if such day is not a Business Day, the immediately following Business Day).

"**Permitted Acquisition**" means:

(a) any acquisition of securities by any member of the Group which are Cash and Cash Equivalents where the aggregate amount of such securities does not exceed US$10,000,000 (or its equivalent in another currency) at any time;

(b) the acquisition, purchase or cancellation of shares pursuant to any employee incentive scheme in effect as at the A&E Effective Date;

(c) an acquisition by any member of the Group from any other member of the Group (provided that the aggregate amount of any shares or securities of any entity or any business or undertaking or asset (or, in each case, any interest in any of them) acquired by any non-Obligor from any Obligor does not exceed US$10,000,000 (or its equivalent in another currency) at any time);

(d) an acquisition of (x) a controlling interest in a limited liability company (and, for this purpose, "**control**" means holding more than 50 per cent of the voting shares in such limited liability company and having the ability to appoint directors which control a majority of the votes which may be cast at a meeting of the board of directors or analogous governing body of such limited liability company) or (y) a business or undertaking carried on as a going concern (such company, business or undertaking, the "**Target**"), in each case but only if the Total Purchase Price for the proposed acquisition (when aggregated

with the Total Purchase Price for any other acquisition completed in reliance on this paragraph (d)) does not exceed in aggregate US$5,000,000 (or its equivalent in another currency);

(e) an acquisition by any member of the Group arising as a result of the Permitted Receivables Financing; and

(f) an acquisition by any member of the Group in relation to which the Required Holders have given their prior written consent.

"**Permitted Indebtedness**" means:

(a) Indebtedness arising under the Finance Documents;

(b) Indebtedness arising under the Primary Finance Documents (including the Indebtedness in respect of the Sidara Initial Funding Tranche);

(c) any unsecured intra-Group indebtedness:

(i) existing as at the A&E Effective Date;

(ii) incurred in connection with any cash pooling or cash sweeping arrangement operated in the ordinary course of business and in effect as at the A&E Effective Date; or

(iii) between Group Companies,

provided that, if such indebtedness is owed by an Obligor to a non-Obligor and exceeds US$5,000,000, it is subordinated to the Secured Liabilities pursuant to the Intercreditor Agreement;

(d) Indebtedness of Wood Group Engineering and Production Facilities Brasil Ltda with [redacted], N.A. in respect of such Indebtedness of up to [redacted]

(e) Indebtedness of Wood Group PNG Limited with [redacted] Limited in respect of Indebtedness of up to [redacted]

(f) Indebtedness of Wood Chile Limitada with [redacted] of up to [redacted]

(g) Indebtedness of Group Companies incurred pursuant to premium credit in respect of insurance payments (in each case entered into in the ordinary course of business and consistent with the past practice of the Group (taken as a whole)), provided that the aggregate amount of any Indebtedness incurred pursuant to this paragraph (g) shall not exceed US$40,000,000 (or its equivalent in any currency) at any time;

(h) Indebtedness of Group Companies incurred pursuant to credit card facilities and fuel procurement lines (in each case entered into in the ordinary course of business and consistent with the past practice of the Group (taken as a whole)) provided that the

aggregate amount of any Indebtedness incurred pursuant to this paragraph (h) shall not exceed US$15,000,000 (or its equivalent in any currency) at any time; and

(i) to the extent not covered by paragraphs (a) to (h) above, any unsecured Indebtedness not exceeding in aggregate US$25,000,000 (or its equivalent in another currency or currencies).

"**Permitted Cash Collateral**" means cash collateral in respect of any counter-indemnity or guarantee obligation granted by any member of the Group in respect of any performance, bid, surety or similar bonds, letters of credits or guarantees:

(a) permitted to be incurred under this Agreement prior to the A&E Effective Date; and

(b) on or following the A&E Effective Date:

(i) which constitutes cash collateral granted using the proceeds of the New Term Loan Facility; or

(ii) to the extent not covered by (i) above:

(A) the aggregate cash collateral provided by all members of the Group does not exceed US$10,000,000;

(B) such cash collateral is not provided in respect of any Other Principal Financing Agreement;

(C) such cash collateral covers up to 100 per cent. of the relevant counter-indemnity or guarantee obligation plus any required buffer to take account of any foreign exchange movements; and

(D) any such cash collateral granted in relation to a counter-indemnity or guarantee obligation shall be released upon termination of that obligation.

"**Permitted Disposal**" means any sale, lease, transfer or other disposal:

(a) made in the ordinary course of trading of the disposing entity (including payments of cash) and consistent with past practice of the Group (taken as a whole);

(b) of assets in exchange for other assets comparable or superior as to type, value and quality made in the ordinary course of trading and consistent with past practice of the Group (taken as a whole);

(c) in relation to a Permitted Receivables Financing, where the face value of any receivables sold but unpaid by the customer in aggregate does not exceed US$ 220,000,000 or its equivalent in another currency;

(d) made by a member of the Group in favour of another member of the Group on arm's length terms and for fair market value (provided that the aggregate amount of any shares or securities of any entity or any business or undertaking or asset (or, in each case, any interest in any of them) acquired by any non-Obligor from any Obligor does not exceed US$10,000,000 (or its equivalent in another currency) at any time);

(e) which is a lawful distribution permitted under the terms of this Agreement (other than to a Shareholder Entity);

(f) of a loss-making business made with the prior written consent of the Required Holders;

(g) of Permitted Cash Collateral;

(h) in respect of which the Required Holders have given their prior written consent (including, without limitation, (i) the disposal of the entire issued share capital of Kelchner, Inc. to Strength Capital Partners, LLC permitted pursuant to a consent request letter from the Company to the Noteholders dated 12 April 2025, (ii) the disposals of certain income-producing contracts relating to support services to the US onshore oil and gas industry, specific assets relating to those contracts, certain other assets (including equipment, inventories and rolling stock) and trade receivables, to Danos Ventures, LLC permitted pursuant to a consent request letter from the Company to the Noteholders dated 29 June 2025, (iii) the disposal by JWG Investments Limited of its 50% shareholding in RWG (Repairs and Overhauls) Limited to Siemens Energy Global GmbH & Co, KG permitted pursuant to a consent request letter from the Company to the Noteholders dated 24 July 2025 and (iv) the proposed disposals of Wood T&D USA, Inc. and Wood T&D Canada Holding Ltd. to the selected buyer permitted pursuant to a consent request letter from the Company to the Noteholders dated 15 August 2025);

(i) of cash (not exceeding US$11,500,000 in aggregate) to be held in any Litigation Pre-Funding Escrow; and

(j) where the higher of the market value or consideration receivable (when aggregated with the higher of the market value or consideration receivable for any other sale, lease, transfer or other disposal, other than any permitted under paragraphs (a) to (i) above) does not exceed US$25,000,000 (or its equivalent in another currency or currencies) in any financial year.

"**Permitted Guarantee**" means:

(a) any guarantee or indemnity arising pursuant to any Finance Document or Primary Finance Document;

(b) the endorsement of negotiable instruments in the ordinary course of trade and consistent with past practice of the Group (taken as a whole);

(c) (i) any counter-indemnity or guarantee obligation granted by a member of the Group in respect of any performance, bid, surety or similar bonds, letters of credits or guarantees, or (ii) any guarantees granted by any member of the Group, in each case in connection

with any trading contract in the ordinary course of trade or otherwise entered into in the ordinary course of trade (including, for the avoidance of doubt, in respect of insurance transactions and property or leasing transactions) and in each case consistent with past practice of the Group (taken as a whole);

(d) any counter-indemnity or guarantee obligation granted by a member of the Group in respect of any Permitted Bid Bond;

(e) any counter-indemnity or guarantee granted in respect of Permitted Indebtedness, where such counter-indemnities or guarantees are (i) in effect as at 19 March 2025 or (ii) granted in respect of Permitted Indebtedness under paragraph (i) of the definition thereof;

(f) any guarantee given in respect of the netting or set-off arrangements in connection with any cash pooling or cash sweeping arrangement, in effect as of the A&E Effective Date and operated in the ordinary course of business, or otherwise in accordance with any Cash Management Activities;

(g) any indemnity given in the ordinary course of the documentation of a disposal to which disposal the Required Holders have consented, which indemnity is in a customary form and subject to customary limitations;

(h) any guarantee or indemnity granted by a member of the Group in favor of another member of the Group solely where such guarantees are in effect as at 19 March 2025;

(i) to the extent not covered by paragraphs (a) to (h) above, any guarantee listed in Schedule 2 provided that:

(i) (other than any guarantee in respect of the Permitted Receivables Financing) such guarantee was outstanding as of 19 March 2025; and

(ii) (if applicable) the principal amount of any Indebtedness guaranteed by that guarantee does not exceed the amount stated in that schedule.

(j) any customary guarantee or indemnity given in favour of directors and officers of any member of the Group solely in respect of discharging their functions and provided that any such guarantee or indemnity is not supported by any Lien; and

(k) any guarantee or indemnity not permitted under paragraphs (a) to (j) above where the aggregate maximum liability of all members of the Group who have given such a guarantee or indemnity in respect of any Indebtedness of any Obligor or other member of the Group, does not exceed US$25,000,000 (or its equivalent in another currency or currencies).

"**Permitted Lien**" means:

(a) any Lien entered into pursuant to any Finance Document;

(b) any Lien outstanding as of 19 March 2025, provided that the aggregate amount of any indebtedness which benefits from such Lien under this paragraph (b) does not exceed US$5,000,000 (or its equivalent in another currency or currencies);

(c) any payment or close out netting or set-off arrangement pursuant to any hedging transaction entered into by a member of the Group in the ordinary course of business for the purpose of:

(i) hedging any risk to which any member of the Group is exposed in its ordinary course of trading; or

(ii) its interest rate or currency management operations which are carried out in the ordinary course of business and for non-speculative purposes only, excluding, in each case, any Security under a credit support arrangement in relation to a hedging transaction;

(d) any lien arising by operation of law and in the ordinary course of trading;

(e) any Lien over or affecting any asset acquired by a member of the Group after the date of this Agreement if:

(i) the Lien was not created in contemplation of the acquisition of that asset by a member of the Group;

(ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by a member of the Group;

(iii) the Lien is removed or discharged within six months of the date of acquisition of such asset; and

(iv) the acquisition of the asset was a Permitted Acquisition;

(f) any Lien over or affecting any asset of any company which becomes a member of the Group after the date of this Agreement, where the Lien is created prior to the date on which that company becomes a member of the Group, if:

(i) the Lien was not created in contemplation of the acquisition of that company;

(ii) the principal amount secured has not increased in contemplation of or since the acquisition of that company;

(iii) the Lien is removed or discharged within six months of that company becoming a member of the Group; and

(iv) the acquisition of the company was a Permitted Acquisition;

(g) any Lien arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the

Group in the ordinary course of trading (to the extent consistent with past practice of the Group (taken as a whole)) and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group;

(h) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements and to the extent consistent with past practice of the Group (taken as a whole) for the purpose of netting debit and credit balances or any Security arising out of any rights of consolidation, combination of accounts or set-off in favor of a financial institution over any clearing or current account in connection with a cash management or group interest netting arrangement operated between that financial institution and members of the Group;

(i) any pledge of goods, the related documents of title and/or other related documents arising or created in the ordinary course of its business (and to the extent consistent with past practice of the Group (taken as a whole)) as security to a bank or financial institution for financial obligations directly relating to the goods or documents on or over which that pledge exists;

(j) any Lien arising pursuant to an order of attachment, distress, garnishee or injunction restraining disposal of assets or similar legal process arising in connection with court proceedings being contested by the relevant member of the Group in good faith and which in any event is discharged within 60 days;

(k) any Lien ("**Replacement Lien**") created to replace or renew or in substitution for any Lien otherwise permitted ("**Prior Lien**") where the Replacement Lien is granted in respect of the same asset as the Prior Lien and does not secure an amount in excess of the amount secured by the Prior Lien;

(l) any Lien arising under general banking conditions of a financial institution with whom a member of the Group holds a bank account to the extent consistent with past practice of the Group (taken as whole);

(m) any Lien granted to secure obligations under the Permitted Receivables Financings;

(n) any Lien in respect of any Permitted Cash Collateral;

(o) the Transaction Security;

(p) any Lien granted by any member of the Group in respect of any Permitted Bid Bond;

(q) any set off arrangement granted in favour of the PNG Loan Creditors in accordance with the terms of the PNG Loan Agreement (each as defined in the Intercreditor Agreement); or

(r) any Lien securing indebtedness the principal amount of which (when aggregated with the principal amount of any other indebtedness which has the benefit of Security given by any member of the Group other than any permitted under paragraphs (a) to (q) above) does not exceed US$10,000,000 (or its equivalent in another currency or currencies)

provided that any Security so granted does not contravene the terms of the Intercreditor Agreement and/or any Transaction Security required to be provided pursuant to the terms of the Agreed Security Principles.

"**Permitted Payment**" means:

(a) the payment of a dividend, distribution, payment or other transaction referred to in Section 10.16 by any member of the Group (other than the Company) to of its shareholders (other than a Shareholder Entity);

(b) the acquisition, purchase or cancellation of shares pursuant to any employee incentive scheme in effect as at the A&E Effective Date; and

(c) any repayment of the Sidara Initial Funding Tranche as permitted pursuant to the terms of the Intercreditor Agreement.

"**Permitted Receivables Financing**" means any non-recourse receivables financing arrangements or factoring lines provided that the aggregate amount of such arrangements does not exceed [redacted] (including, without limitation, a proposed receivables financing program with [redacted]. permitted pursuant to a consent request letter from the Company to each Original Holder dated 15 August 2025).

"**Total Purchase Price**" means, with respect to any Target, the consideration (including any associated costs and expenses) for the acquisition of such Target and any Indebtedness or other assumed or actual or contingent liability, in each case remaining in the Target at the date of acquisition.

2. ADDITIONAL INFORMATION UNDERTAKINGS

In addition to the undertakings set out in Section 7:

(a) On each Cashflow Forecast Delivery Date, the Company shall deliver to the Noteholders (or any legal or financial adviser appointed on their behalf) a Cashflow Forecast.

(b) The Company undertakes that each set of Monthly Management Accounts provided pursuant to Section 7.1(c) shall include material updates in respect of:

(i) any action which would result in an Event of Default under Section 11(a)(vi);

(ii) any formal, written request to cash collateralise any Indebtedness falling under paragraph (h)(i) of the definition thereof;

(iii) any formal, written request from any creditor to restrict, materially reduce or terminate any material liquidity lines, material bonding lines, material subsidiary financing arrangements, material credit facilities or other material Indebtedness or material Guarantees;

(iv) any termination of any material commercial contracts with material suppliers or material customers as a result of any event of default (however described); and

(v) the items described in paragraph 2(d) below.

(c) The Company shall also deliver to the Noteholders (or any legal or financial adviser appointed on their behalf) (as soon as they become available):

(i) (to the extent not made available prior to the A&E Effective Date) the consolidated financial statements of the Group for the financial year ended 31 December 2024; and

(ii) (if applicable) any replacement accounts or supplementary notes to the Relevant Financial Statements elected to be made by the Company pursuant to section 454 of the Companies Act 2006 as a result of the Review.

(d) The Company shall provide material updates to the Noteholders (or any legal or financial adviser appointed on their behalf) in respect of:

(i) any material (x) single transaction or series of transactions to sell, lease, transfer or otherwise dispose of any asset or (y) acquisition of a company or any shares or securities or a business or undertaking (or, in each case, any interest in any of them);

(ii) the timing and progress of the audit being conducted by the Auditor in respect of the consolidated financial statements of the Group in respect of (x) (to the extent not provided prior to the A&E Effective Date) the financial year ended 31 December 2024; and (y) the financial year ended 31 December 2025;

(iii) progress made in respect of the implementation of the Company's remediation plan in respect of the Group's financial governance and culture following the finalization of the Review;

(iv) changes in members of the Senior Management Team;

(v) progress made in respect of the satisfaction of any conditions agreed between the Company and Sidara Limited in the Rule 2.7 Announcement (including, for the avoidance of doubt, progress made in respect of regulatory approvals and/or any changes in anticipated approval timelines relating to the Acquisition);

(vi) the outcome of any discussions between the Company and the Takeover Panel which are material in the context of the terms of the Rule 2.7 Announcement;

(vii) any potential offer for the Company under the Takeover Code; and

(viii) the status of the investigation by the FCA into the Company, as announced by the Company on 27 June 2025 (only where and to the extent that the FCA has provided its explicit written consent for the disclosure of such information

(e) The updates and notifications referred to in this paragraph 2 may be provided by the Company, or its advisers (or any sub-group thereof), to any financial adviser or legal adviser appointed by the Noteholders in respect of this Agreement from time to time.

(f) Each of the undertakings in Sections 9 and 10 or this paragraph 2 are subject to any restrictions on the Company pursuant to law, regulation or contract (including, without limitation, under the Takeover Code and any confidentiality restrictions on the Company).

(g) In addition, none of the undertakings in Sections 9 and 10 or this paragraph 2 shall require any member of the Group to disclose any document or share any information:

(i) over which any member of the Group may assert any legal professional privilege nor to waive or forego the benefit of any applicable legal professional privilege; or

(ii) to any person where such disclosure to that person may require any member of the Group to share such information with any other party pursuant to Rule 20.1 of the Takeover Code,

but, in each case, without prejudice to the obligation to share such information with any other person to which limb (ii) does not apply or on an adviser-to-adviser basis.

3. ADDITIONAL COVENANTS

In addition to the undertakings set out in Sections 9 and 10:

(a) the Company shall use reasonable endeavours to implement governance changes to strengthen the finance and treasury functions of the Group as relayed to the Noteholders in the business update presented by the Company on 10 June 2025;

(b) in the event that a non-executive director or project manager appointed by the Company pursuant to the terms of the June Precautionary Waiver Letter were to resign, the Company shall use all commercially reasonable endeavours (and consult in good faith and provide updates with reasonable detail to the Noteholders (and/or any to any financial adviser or legal adviser appointed by the Noteholders in connection with this Agreement on their behalf)) to procure the appointment of a replacement with substantially the same scope of work as the resigning non-executive director or project manager, as applicable, as soon as reasonably practicable and in any event within 30 calendar days. For the avoidance of doubt, the obligation in this paragraph (b) shall not apply to the extent that the Company appointed more than one non-executive director pursuant to the terms of the June Precautionary Waiver Letter and at least one such non-executive director remains following the relevant resignation.

(c) the Company shall use reasonable endeavours to (and, if applicable, procure that any relevant member of the Group will) draw the Available Permitted Receivables Financing first, prior to using Net Disposal Proceeds held in the Disposal Proceeds Account in each case for liquidity purposes prior to drawing any Facility (as defined in the Facility Agreement) made available under the Facility Agreement; and

(d)

(i) The Company shall ensure that the Disposal Proceeds SPV will maintain the Disposal Proceeds Account with the Account Bank (Disposal Proceeds Account) and make all required payments and take all required actions to properly maintain the Disposal Proceeds Account;

(ii) the Company shall ensure that all Net Disposal Proceeds of all Disposals made by a member of the Group from and including the date of the Rule 2.7 Announcement (including, for the avoidance of doubt and without limitation, the (i) disposal by JWG Investments Limited of its 50% shareholding in RWG (Repairs and Overhauls) Limited to Siemens Energy Global GmbH & Co, KG and (ii) disposals of Wood T&D USA, Inc and Wood T&D Canada Holding Ltd. are, promptly and in any event within two Business Days upon receipt by any member of the Group, paid into the Disposal Proceeds Account;

(iii) the Company may withdraw or transfer cash from the Disposal Proceeds Account (such amounts being the "**Withdrawn Amounts**") provided that:

(a) the Withdrawn Amounts are required for the liquidity purposes of the Group as shown by the latest Cashflow Forecast;

(b) the Available Permitted Receivables Financing has been utilised in full to the extent permitted under the terms of the Permitted Receivables Financing;

(c) none of the Withdrawn Amounts will be applied towards the prepayment or repayment of any amount outstanding under the Facility Agreement;

(d) following such withdrawal or transfer, the Disposal Proceeds Account would not be overdrawn; and

(e) one member of the Transaction Committee notifies the holders of the Notes in writing of such withdrawal or transfer in advance and confirms (x) the amount of Withdrawn Amounts and (y) that the Transaction Committee has determined that the requirements in paragraphs (a) to (d) above will be satisfied upon such transfer or withdrawal;

(iv) the Disposal Proceeds Account and the Disposal Proceeds SPV's right, title and interest to or in the Disposal Proceeds Account, shall not be capable of being assigned, transferred or otherwise disposed of or encumbered (whether in whole or in part) other than pursuant to the Transaction Security Documents; and

(v) as soon as reasonably practicable following a written request from the Required Holders (acting reasonably) and in any event within two Business Days, the Company shall provide any information in relation to the Disposal Proceeds Account (including, without limitation, a statement of the balance therein).

4. EVENTS OF DEFAULT

To the extent that there is a conflict between this paragraph 4 of Part I (*Pre-Completion Period*) of Schedule 3 (*Override Provisions*) and Section 11, this Part I (*Pre-Completion Period*) of Schedule 3 (*Override Provisions*) shall prevail.

During the Pre-Completion Period (unless a Plan B Covenant Trigger Event has occurred):

(a) the Event of Default set out in Section 11(a)(iii) shall not apply;

(b) the Event of Default set out in Section 11(a)(iv) shall be replaced with the following:

"A Transaction Obligor defaults in the performance of or compliance with any term contained therein (other than those referred to in Sections 9.8, 9.9, 10.9, 10.10, 11(a)(i), and 11(a)(ii) or the occurrence of a Consultation Event or the expiry of a Consultation Period); and

(c) in addition to the Events of Default set out in Section 11, subject to the amendments of Events of Default set out above, a New Pre-Completion EoD Trigger shall constitute an Event of Default during the Pre-Completion Period.

No Event of Default shall occur in respect of a New Pre-Completion EoD Trigger if the failure to comply is capable of remedy and is remedied within 10 days of the earlier of the Required Holders giving notice to the Company and the Company becoming aware of the failure to comply.

5. FINANCIAL COVENANTS

To the extent that there is a conflict between this paragraph 5 of Part I (*Pre-Completion Period*) of Schedule 3 (*Override Provisions*) and Sections 10.9 or 10.10 this Part I (*Pre-Completion Period*) of Schedule 5 (*Override Provisions*) shall prevail.

During the Pre-Completion Period (unless a Plan B Covenant Trigger Event has occurred) only:

(a) Section 10.9 shall be amended as follows:

On each Test Date (from and including the First Test Date), the Company covenants that the Net Debt Ratio for the Relevant Period ending on the relevant Test Date shall not exceed:

Test Date	Net Debt Ratio
31 December 2025	5.50:1
31 March 2026	5.50:1
30 June 2026	5.25:1
30 September 2026	5.00:1
31 December 2026	5.00:1

(b) Section 10.10 shall be amended as follows:

On any Test Date (from and including the First Test Date), the Company covenants that the Interest Cover Ratio in respect of the Relevant Period ending on such Test Date shall not be less than:

Test Date	Interest Cover Ratio
31 December 2025	2.00:1
31 March 2026	2.00:1
30 June 2026	2.00:1
30 September 2026	2.25:1
31 December 2026	2.25:1

(c)

(i) The Company undertakes to procure that Liquidity and forecast Liquidity in respect of each Week End Date required to be shown in any Liquidity Statement shall not be less than US$100,000,000 (the "**Minimum Liquidity Requirement**"). In the event that any provider of cash pooling or cash sweeping arrangements to the Group takes any

action which materially affects the group's access to such arrangements, the Company and the Required Holders shall consult in good faith with a view to adjusting the Minimum Liquidity Requirement.

(ii) Upon the occurrence of a Consultation Event, the Company shall host a call with the Noteholders to explain the reason for, and the proposed steps to mitigate any adverse consequence or circumstances arising as a result of, the occurrence of the Consultation Event and shall consult with the Noteholders in good faith during the Consultation Period with a view to ensuring that the failure that gave rise to the Consultation Event does not occur in the future.

For the purposes of paragraphs 4 and 5 of Part I (*Pre-Completion Period*) of Schedule 3 (*Override Provisions*):

"**Consultation Event**" means any failure by the Company to:

(a) comply with Sections 10.9 or 10.10; or

(b) satisfy the Minimum Liquidity Requirement in respect of (i) any two consecutive Week End Dates or (ii) any three (or more) Week End Dates shown in any Liquidity Statement.

"**Consultation Period**" means a period of 30 days following the occurrence of the relevant Consultation Event.

"**First Test Date**" means 31 December 2025.

"**Test Date**" means 31 March, 30 June, 30 September and 31 December in each year.

Part II
Plan B Covenant Trigger Event

The provisions of this Part II (*Plan B Covenant Trigger Event*) of Schedule 3 (*Override Provisions*) shall apply at any time following the occurrence of:

(a) a Plan B Covenant Trigger Event; or

(b) the circumstances or events listed under Sections 9 and 10 (to the extent applicable under such Section).

2. Definitions

For the purposes of Sections 9 and 10:

(a) capitalised terms used in Sections 9 and 10 shall have the meaning ascribed to them in this Part II (*Plan B Covenant Trigger Event*) of Schedule 3 (*Override Provisions*) or (if not defined herein) Schedule 1; and

(b) to the extent that a capitalised term is defined both in this paragraph 1 and in Schedule 1, the definition in this Part II (*Plan B Covenant Trigger Event*) of Schedule 3 (*Override Provisions*) shall prevail.

"**Cashflow Forecast Delivery Date**" means each Monday (or, if such day is not a Business Day, the immediately following Business Day).

"**Disposal Proceeds Instructing Group**" means those Lenders, TL Lenders and USPP Noteholders whose aggregate RCF Credit Participations, TL Credit Participations and USPP Credit Participations at the time aggregate at least 50 per cent. of the total aggregate RCF Credit Participations, TL Credit Participations and USPP Credit Participations of all the Lenders, TL Lenders and USPP Noteholders; provided, however, that if any of the Lenders, TL Lenders or USPP Holders (each being a "**Relevant Creditor**" for the purposes of this definition):

(a) fails to respond to that a request for consent within 20 Business Days of that request being made in accordance with clause 12.4(b) (*Disposal Proceeds Account*) of the Intercreditor Agreement; or

(b) fails to provide details of its Credit Participation to the Security Agent within the timescale specified by the Security Agent, that Relevant Creditor's Credit Participation shall be deemed to be zero when ascertaining whether any relevant percentage of Credit Participations has been obtained to give that consent, carry that vote or approve that action,

provided further that any capitalised term used in this definition which has not been defined in this Agreement shall have the meaning ascribed to that term in the Intercreditor Agreement.

"**Permitted Acquisition**" means:

(a) any acquisition of securities by any member of the Group which are Cash and Cash Equivalents where the aggregate amount of such securities does not exceed US$10,000,000 (or its equivalent in another currency) at any time;

(b) the acquisition, purchase or cancellation of shares pursuant to any employee incentive scheme in effect as at the A&E Effective Date;

(c) an acquisition by any member of the Group from any other member of the Group on arm's length terms and for fair market value (provided that the aggregate amount of any shares or securities of any entity or any business or undertaking or asset (or, in each case, any interest in any of them) acquired by any non-Obligor from any Obligor does not exceed US$10,000,000 (or its equivalent in another currency) at any time);

(d) any step taken or transaction conducted on a solvent basis and only as between members of the Group, in each case with the sole purpose of the Group (or any part thereof) to effect any disposal contemplated in the Separation Plan as agreed with the Instructing Group pursuant to the terms of this Agreement;

(e) an acquisition by any member of the Group arising as a result of the Permitted Receivables Financing; and

(f) an acquisition by any member of the Group in relation to which the Required Holders have given their prior written consent.

"**Permitted Bid Bond**" means any bid bond, cashier's cheque, deposit or any other similar instrument or arrangement issued or made by a member of the Group or by a third party on behalf of a member of the Group in connection with any tender, bid, procurement or a similar transaction in the ordinary course of trading and consistent with past practice of the Group (taken as a whole), provided that the aggregate amount of all outstanding Permitted Bid Bonds does not exceed US$1,000,000 at any time (or its equivalent in any currency).

"**Permitted Indebtedness**" means:

(a) Indebtedness arising under the Finance Documents;

(b) Indebtedness arising under the Primary Finance Documents (including Indebtedness in respect of the Sidara Initial Funding Tranche);

(c) any unsecured intra-Group indebtedness between Group Companies that either:

(i) existed as at the A&E Effective Date;

(ii) is incurred in connection with any cash pooling or cash sweeping arrangement operated in the ordinary course of business and in effect as at the A&E Effective Date; and

(iii) is made where necessary or desirable:

(A) in connection with the Separation Workstream;

(B) to facilitate the transfer of Net Disposal Proceeds to the Disposal Proceeds Account;

(C) to facilitate the transfer of Net Disposal Proceeds out of the Disposals Proceeds Account or the use of such Net Disposal Proceeds, in each case as permitted by this Agreement; or

(D) to facilitate the transfer of proceeds out of the Receivables Financing SPV to other members of the Group;

(iii) is incurred to facilitate (A) the transfer of cash collateral from the Blocked Account (as defined in the New Term Loan Facility) into cash collateral accounts held by members of the Group and (ii) the transfer of cash from any member of the Group to the Blocked Account (as defined in the New Term Loan Facility) in respect of any shortfall standing to the credit of such account due to foreign exchange fluctuations, in each case to the extent permitted under the terms of the New Term Loan Facility; or

(iv) is incurred as part of any Cash Management Activities,

provided that, if such Indebtedness is owed by an Obligor to a non-Obligor and exceeds US$5,000,000, it is subordinated to the Secured Liabilities pursuant to the Intercreditor Agreement;

(d) Indebtedness of Wood Group Engineering and Production Facilities Brasil Ltda with [redacted] in respect of such Indebtedness of up to [redacted]

(e) Indebtedness of Wood Group PNG Limited with [redacted] in respect of Indebtedness of up to [redacted]

(f) Indebtedness of Wood Chile Limitada [redacted] of up to [redacted]

(g) Indebtedness of Group Companies incurred pursuant to premium credit in respect of insurance payments (in each case entered into in the ordinary course of business and consistent with the past practice of the Group (taken as a whole)) provided that the aggregate amount of any Indebtedness incurred pursuant to this paragraph (g) shall not exceed US$40,000,000 (or its equivalent in any currency) at any time;

(h) any Super Senior Indebtedness;

(i) any Permitted Bid Bond; and

(j) to the extent not covered by paragraphs (a) to (i) above, any unsecured Indebtedness not exceeding US$15,000,000 (or its equivalent in another currency or currencies).

"**Permitted Cash Collateral**" means cash collateral in respect of any counter-indemnity or guarantee obligation granted by any member of the Group in respect of any performance, bid, surety or similar bonds, letters of credits or guarantees:

(a) permitted to be incurred under this Agreement prior to the A&E Effective Date; and

(b) on or following the A&E Effective Date:

(i) which constitutes cash collateral granted using the proceeds of the New Term Loan Facility; or

(ii) to the extent not covered by (i) above:

(A) the aggregate cash collateral provided by all members of the Group does not exceed US$10,000,000;

(B) such cash collateral is not provided in respect of any Other Principal Financing Agreement;

(C) such cash collateral covers up to 100 per cent. of the relevant counter-indemnity or guarantee obligation plus any required buffer to take account of any foreign exchange movements; and

(D) any such cash collateral granted in relation to a counter-indemnity or guarantee obligation shall be released upon termination of that obligation.

"**Permitted Disposal**" means any sale, lease, transfer or other disposal:

(a) made in the ordinary course of trading of the disposing entity (including payments of cash) and consistent with past practice of the Group (taken as a whole);

(b) of assets in exchange for other assets comparable or superior as to type, value and quality made in the ordinary course of trading and consistent with past practice of the Group (taken as a whole);

(c) in relation to a Permitted Receivables Financing, where the face value of any receivables sold but unpaid by the customer in aggregate does not exceed US$ 220,000,000 or its equivalent in another currency;

(d) made by a member of the Group in favour of another member of the Group on arm's length terms and for fair market value;

(e) which is a lawful distribution permitted under the terms of this Agreement (other than to a Shareholder Entity);

(f) of a loss-making business made with the prior written consent of the Required Holders;

(g) of Permitted Cash Collateral;

(h) in respect of which the Required Holders have given their prior written consent (including, without limitation, (i) the disposal of the entire issued share capital of Kelchner, Inc. to Strength Capital Partners, LLC permitted pursuant to a consent request letter from the Company to the Noteholders dated 12 April 2025, (ii) the disposals of certain income-producing contracts relating to support services to the US onshore oil and gas industry, specific assets relating to those contracts, certain other assets (including equipment, inventories and rolling stock) and trade receivables, to Danos Ventures, LLC permitted pursuant to a consent request letter from the Company to the Noteholders dated 29 June 2025, (iii) the disposal by JWG Investments Limited of its 50% shareholding in RWG (Repairs and Overhauls) Limited to Siemens Energy Global GmbH & Co, KG permitted pursuant to a consent request letter from the Company to the Noteholders dated 24 July 2025 and (iv) the proposed disposals of Wood T&D USA, Inc and Wood T&D Canada Holding Ltd. to the selected buyer permitted pursuant to a consent request letter from the Company to the Noteholders dated 15 August 2025); and

(i) of cash (not exceeding US$11,500,000 in aggregate) to be held in any Litigation Pre-Funding Escrow.

"**Permitted Guarantee**" means:

(a) any guarantee or indemnity arising pursuant to any Finance Document or Primary Finance Document;

(b) the endorsement of negotiable instruments in the ordinary course of trade and consistent with past practice of the Group (taken as a whole);

(c) (i) any counter-indemnity or guarantee obligation granted by a member of the Group in respect of any performance, bid, surety or similar bonds, letters of credits or guarantees, or (ii) any guarantees granted by any member of the Group, in each case in connection with any trading contract in the ordinary course of trade or otherwise entered into in the ordinary course of trade (including, for the avoidance of doubt, in respect of insurance transactions and property or leasing transactions) and in each case consistent with past practice of the Group (taken as a whole).

(d) any counter-indemnity or guarantee obligation granted by a member of the Group in respect of any Permitted Bid Bond;

(e) any counter-indemnity or guarantee granted in respect of Permitted Indebtedness, where such counter-indemnities or guarantees are (i) in effect as at 19 March 2025 or (ii) granted in respect of Permitted Indebtedness under paragraph (j) of the definition thereof;

(f) any guarantee given in respect of the netting or set-off arrangements in connection with any cash pooling or cash sweeping arrangement, in effect as of the A&E Effective Date and operated in the ordinary course of business, or otherwise in accordance with any Cash Management Activities;

(g) any indemnity given in the ordinary course of the documentation of a disposal to which disposal the Required Holders have consented, which indemnity is in a customary form and subject to customary limitations;

(h) any guarantee or indemnity granted by a member of the Group in favour of another member of the Group solely where such guarantees are in effect as at 19 March 2025;

(i) to the extent not covered by paragraphs (a) to (h) above, any guarantee listed in Schedule 2 provided that:

(i) (other than any guarantee in respect of the Permitted Receivables Financing) such guarantee was outstanding as of 19 March 2025; and

(ii) (if applicable) the principal amount of any Indebtedness guaranteed by that guarantee does not exceed the amount stated in that schedule); or

(j) any customary guarantee or indemnity given in favor of directors and officers of any member of the Group in respect of their functions as such.

"**Permitted Lien**" means:

(a) any Lien entered into pursuant to any Finance Document;

(b) any Lien outstanding as of 19 March 2025, provided that the aggregate amount of any indebtedness which benefits from such Security under this paragraph (b) does not exceed US$5,000,000 (or its equivalent in another currency or currencies);

(c) any payment or close out netting or set-off arrangement pursuant to any hedging transaction entered into by a member of the Group in the ordinary course of business for the purpose of:

(i) hedging any risk to which any member of the Group is exposed in its ordinary course of trading; or

(ii) its interest rate or currency management operations which are carried out in the ordinary course of business and for non-speculative purposes only, excluding, in each case, any Lien under a credit support arrangement in relation to a hedging transaction;

(d) any lien arising by operation of law and in the ordinary course of trading;

(e) any Lien over or affecting any asset acquired by a member of the Group after the date of this Agreement if:

(i) the Lien was not created in contemplation of the acquisition of that asset by a member of the Group;

(ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by a member of the Group;

(iii) the Lien is removed or discharged within six months of the date of acquisition of such asset; and

(iv) the acquisition of the asset was a Permitted Acquisition;

(f) any Lien over or affecting any asset of any company which becomes a member of the Group after the date of this Agreement, where the Lien is created prior to the date on which that company becomes a member of the Group, if:

(i) the Lien was not created in contemplation of the acquisition of that company;

(ii) the principal amount secured has not increased in contemplation of or since the acquisition of that company;

(iii) the Lien is removed or discharged within six months of that company becoming a member of the Group; and

(iv) the acquisition of the company was a Permitted Acquisition;

(g) any Lien arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading (to the extent consistent with past practice of the Group (taken as a whole)) and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group;

(h) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements and to the extent consistent with past practice of the Group (taken as a whole) for the purpose of netting debit and credit balances or any Security arising out of any rights of consolidation, combination of accounts or set-off in favour of a financial institution over any clearing or current account in connection with a cash management or group interest netting arrangement operated between that financial institution and members of the Group;

(i) any pledge of goods, the related documents of title and/or other related documents arising or created in the ordinary course of its business (and to the extent consistent with past practice of the Group (taken as a whole)) as security to a bank or financial institution for financial obligations directly relating to the goods or documents on or over which that pledge exists;

(j) any Lien arising pursuant to an order of attachment, distress, garnishee or injunction restraining disposal of assets or similar legal process arising in connection with court proceedings being contested by the relevant member of the Group in good faith and which in any event is discharged within 60 days;

(k) any Lien ("**Replacement Lien**") created to replace or renew or in substitution for any Lien otherwise permitted ("**Prior Lien**") where the Replacement Lien is granted in respect of the same asset as the Prior Lien and does not secure an amount in excess of the amount secured by the Prior Lien;

(l) any Lien arising under general banking conditions of a financial institution with whom a member of the Group holds a bank account to the extent consistent with past practice of the Group (taken as whole);

(m) any Lien granted to secure obligations under the Permitted Receivables Financings; or

(n) any Lien in respect of any Permitted Cash Collateral;

(o) the Transaction Security;

(p) any Lien granted by any member of the Group in respect of any Permitted Bid Bond; and

(q) any set off arrangement granted in favour of the PNG Loan Creditors in accordance with the terms of the PNG Loan Agreement (each as defined in the Intercreditor Agreement).

"**Permitted Payment**" means:

(a) the payment of a dividend, distribution, payment or other transaction referred to in Section 10.16 by (i) any member of the Group to any Obligor or (ii) by any member of the Group which is not an Obligor to any other member of the Group which is also not an Obligor;

(b) the payment of a dividend, distribution, payment or other transaction referred to in Section 10.16 by any member of the Group which is not a wholly-owned (in)direct Subsidiary of the Company where the aggregate amount of concurrent and rateable payment of dividends or distributions or other transaction to other shareholders which are not members of the Group does not exceed US$10,000,000 (or its equivalent in other currencies) in each rolling 12 month period commencing from the A&E Effective Date;

(c) the acquisition, purchase or cancellation of shares pursuant to any employee incentive scheme in effect as at the A&E Effective Date; and

(d) any repayment of the Sidara Initial Funding Tranche where permitted pursuant to the terms of the Intercreditor Agreement.

"**Permitted Receivables Financing**" means any non-recourse receivables financing arrangements or factoring lines provided that the aggregate amount of such arrangements does not exceed [redacted] (including, without limitation, a proposed receivables financing program with [redacted]. permitted pursuant to a consent request letter from the Company to each Original Holder dated 15 August 2025).

"**Super Senior Indebtedness**" means any Indebtedness incurred in accordance with the terms of the Intercreditor Agreement which ranks as "Super Senior Liabilities" under and as defined

in the Intercreditor Agreement (provided that the aggregate amount of any Super Senior Indebtedness does not exceed US$200,000,000 (or its equivalent in other currencies) at any time).

3. ADDITIONAL INFORMATION UNDERTAKINGS

In addition to the information undertakings set out in Section 7:

(a) On each Cashflow Forecast Delivery Date, the Company shall deliver to the Noteholders (or any legal or financial adviser appointed on their behalf) a Cashflow Forecast.

(b) The Company undertakes that each set of Monthly Management Accounts provided pursuant to Section 7.1(c) shall include material updates in respect of:

(i) any action which would result in an Event of Default under Section 11(a)(vi);

(ii) any formal, written request to cash collateralize any Indebtedness falling under paragraph (h)(i) of the definition thereof;

(iii) any formal, written request from any creditor to restrict, materially reduce or terminate any material liquidity lines, material bonding lines, material subsidiary financing arrangements, material credit facilities or other material Indebtedness or material Guarantees;

(iv) any termination of any material commercial contracts with material suppliers or material customers as a result of any event of default (however described);

(v) the items set out in paragraph 2(d) below; and

(vi) progress in respect of preparation of the Recapitalisation Plan.

(c) The Company shall also deliver to the Noteholders (or the Financial Adviser on their behalf) (as soon as they become available):

(i) (to the extent not made available prior to the A&E Effective Date) the consolidated financial statements of the Group for the financial year ended 31 December 2024; and

(ii) (if applicable) any replacement accounts or supplementary notes to the Relevant Financial Statements elected to be made by the Company pursuant to section 454 of the Companies Act 2006 as a result of the Review.

(d) The Company shall provide material updates to the Noteholders (or the Financial Adviser on their behalf) in respect of:

(i) any material (x) single transaction or series of transactions to sell, lease, transfer or otherwise dispose of any asset or (y) acquisition of a company or any shares or securities or a business or undertaking (or, in each case, any interest in any of them);

(ii) the timing and progress of the audit being conducted by the Auditor in respect of the consolidated financial statements of the Group in respect of: (x) (to the extent not provided prior to the A&E Effective Date) the financial year ended 31 December 2024; and (y) the financial year ended 31 December 2025;

(iii) progress made in respect of the implementation of the Company's remediation plan in respect of the Group's financial governance and culture following the finalization of the Review;

(iv) changes in members of the Senior Management Team;

(v) progress in respect of preparation of the Recapitalisation Plan; and

(vi) the status of the investigation by the FCA into the Company, as announced by the Company on 27 June 2025 (only where and to the extent that the FCA has provided its explicit written consent for the disclosure of such information).

(e) The updates and notifications referred to in this paragraph 2 may be provided by the Company, or its advisers (or any sub-group thereof), to any financial adviser or legal adviser appointed by the Noteholders in respect of this Agreement from time to time.

(f) Each of the undertakings in Section 7 or this paragraph 2 are subject to any restrictions on the Company pursuant to law, regulation or contract (including, without limitation, under the Takeover Code and any confidentiality restrictions on the Company).

(g) In addition, none of the undertakings in Section 7 or this paragraph 2 shall require any member of the Group to disclose any document or share any information:

(i) over which any member of the Group may assert any legal professional privilege nor to waive or forego the benefit of any applicable legal professional privilege; or

(ii) to any person where such disclosure to that person may require any member of the Group to share such information with any other party pursuant to Rule 20.1 of the Takeover Code,

but, in each case, without prejudice to the obligation to share such information with any other person to which limb (ii) does not apply or on an adviser-to-adviser basis.

4. ADDITIONAL UNDERTAKINGS

In addition to the undertakings set out in Sections 9 and 10:

(a) the Company shall:

(i) prepare and deliver to the Noteholders (and/or any legal or financial adviser appointed on their behalf) as soon as reasonably practicable following the occurrence of the Plan B Covenant Trigger Event (but in any event no later than the later of (1) the date falling 30 days from the date of the Plan B Covenant Trigger Event occurring and (1) 30 September 2025) (or such later date as may be agreed in writing by the Company and the Security Agent (acting on the instructions of the Instructing Group) a detailed plan (including a set of milestones (the "**Recapitalisation Milestones**")) to recapitalise the Group and refinance the Primary Liabilities (as defined in the Intercreditor Agreement) (including, without limitation, the pathway to any potential equity raisings, disposals (as informed by the Separation Plan and Separation Milestones) and/or other deleveraging options) (the "**Recapitalisation Plan**"); and

(ii) consult with the Instructing Group in respect of the Recapitalisation Plan to achieve agreement with the Instructing Group in respect of the form and substance thereof within 30 days of delivery thereof;

(b) the Company shall:

(i) provide material updates to the Noteholders (and/or any legal or financial adviser appointed on their behalf) in respect of any contingency planning undertaken by the Company, including considering potential disposals and alternative capital or equity raising processes (including, for the avoidance of doubt, the Separation Workstream); and

(ii) notify the Noteholders (and/or any legal or financial adviser appointed on their behalf) within three Business Days of becoming aware of any facts or circumstances that will or may be reasonably likely to result in any Separation Milestone or Recapitalisation Milestone not being met.

(c) each Obligor shall (and the Company shall procure that each member of the Group will) use all reasonable endeavours to satisfy each Separation Milestone and Recapitalisation Milestone;

(d) the Company shall use reasonable endeavours to implement governance changes to strengthen the finance and treasury functions of the Group as relayed to the Noteholders in the business update presented by the Company on 10 June 2025; and

(e) in the event that a non-executive director or project manager appointed by the Company pursuant to the terms of the June Precautionary Waiver Letter were to resign, the Company shall use all commercially reasonable endeavours (and consult in good faith and provide updates with reasonable detail to the Noteholders (and/or any legal or financial adviser appointed on their behalf)) to procure the appointment of a replacement with substantially the same scope of work as the resigning non-executive director or project manager, as applicable, as soon as reasonably practicable and in any event within 30 calendar days. For the avoidance of doubt, the obligation in this paragraph (e) shall not apply to the extent that the Company appointed more than one non-executive director pursuant to the terms of the June Precautionary Waiver Letter and at least one such non-executive director remains following the relevant resignation;

(f) the Company shall use reasonable endeavours to (and, if applicable, procure that any relevant member of the Group will) (i) draw the Available Permitted Receivables Financing first and (ii) (only to the extent the Security Agent has provided consent to withdraw further cash from the Disposal Proceeds Account acting on the instructions of the Disposal Proceeds Instructing Group in accordance with paragraph (g)(iii)) use the Net Disposal Proceeds held in the Disposal Proceeds Account in each case for liquidity purposes prior to drawing any Facility; and

(g)

(i) the Company shall ensure that the Disposal Proceeds SPV will maintain the Disposal Proceeds Account with the Account Bank (Disposal Proceeds Account) and make all required payments and take all required actions to properly maintain the Disposal Proceeds Account;

(ii) the Company shall ensure that all Net Disposal Proceeds of all Disposals made by a member of the Group from and including the date of the Rule 2.7 Announcement (including, for the avoidance of doubt and without limitation, the (i) disposal by JWG Investments Limited of its 50% shareholding in RWG (Repairs and Overhauls) Limited to Siemens Energy Global GmbH & Co, KG and (ii) disposals of Wood T&D USA, Inc and Wood T&D Canada Holding Ltd.) are, promptly and in any event within two Business Days upon receipt by any member of the Group, paid into the Disposal Proceeds Account;

(iii) immediately upon the occurrence of a Plan B Covenant Trigger Event, the Company undertakes that it shall not withdraw any amounts from the Disposal Proceeds Account unless prior written consent from the Security Agent, acting on the instructions of the Disposal Proceeds Instructing Group (acting reasonably) and subject to clause 12.4(a) (*Disposal Proceeds Account*) of the Intercreditor Agreement) has been obtained (the "**Plan B Disposal Proceeds Account Unblock Condition**");

(iv) subject to the satisfaction of the Plan B Disposal Proceeds Account Unblock Condition (which, for the avoidance of doubt, shall be satisfied without requiring the Company to obtain consent from the Disposal Proceeds Instructing Group to withdraw cash from the Disposal Proceeds Account more than once), the Company may withdraw or transfer cash from the Disposal Proceeds Account provided that:

(a) the Withdrawn Amounts are required for the liquidity purposes of the Group as shown by the latest Cashflow Forecast;

(b) the Available Permitted Receivables Financing has been utilised in full to the extent permitted under the terms of the Permitted Receivables Financing;

(c) none of the Withdrawn Amounts will be applied towards the prepayment or repayment of any amount outstanding under the Facility Agreement;

(d) following such withdrawal or transfer, the Disposal Proceeds Account would not be overdrawn; and

(e) one member of the Transaction Committee notifies the Noteholders in writing of such withdrawal or transfer in advance and confirms (x) the amount of Withdrawn Amounts and (y) that the Transaction Committee has determined that the requirements in paragraphs (A) to (D) above will be satisfied upon such transfer or withdrawal;

(v) notwithstanding paragraphs (iii) and (iv) above, the Company may withdraw cash from the Disposal Proceeds Account solely for the purposes of satisfying its obligations under Section 8.6(b) (*Mandatory Prepayment and Redemption*).

(vi) the Disposal Proceeds Account and the Disposal Proceeds SPV's right, title and interest to or in the Disposal Proceeds Account shall not be capable of being assigned, transferred or otherwise disposed of or encumbered (whether in whole or in part) other than pursuant to the Transaction Security Documents; and

(vii) as soon as reasonably practicable following a written request from the Required Holders (acting reasonably) and in any event within two Business Days, the Company shall provide any information in relation to the Disposal Proceeds Account (including, without limitation, a statement of the balance therein).

5. EVENTS OF DEFAULT

To the extent that there is a conflict between this paragraph 4 of Part II (*Plan B Covenant Trigger Event*) of Schedule 3 (*Override Provisions*) and Section 11, this Part II (*Plan B Covenant Trigger Event*) of Schedule 3 (*Override Provisions*), shall prevail.

Following the occurrence of a Plan B Trigger Event:

(a) any reference to "US$50,000,000" in Section 11(a)(iv) and 11(a)(xiv) shall be replaced with "US$10,000,000";

(b) any reference to "US$25,000,000" in Section 11(a)(xiii) shall be replaced with "US$10,000,000".

(c) the Event of Default set out in Section 11(a)(iv) shall be replaced with the following:

> "A Transaction Obligor does not comply with any provision of the Finance Documents (other than those referred to in Sections 9.8, 9.9, 10.9, 10.10, 11(a)(i), and 11(a)(ii) or the occurrence of a Consultation Event)."

In addition to the Events of Default set out in Section 11, subject to the amendments set out above, the following events and circumstances shall constitute Events of Default at any time following the occurrence of a Plan B Covenant Trigger Event (each being a "**Plan B EoD Trigger**"):

(a) Failure by the Company to deliver the Separation Plan by 30 September 2025 (or such later date as agreed pursuant to the Lock-up Agreements).

(b) Failure to agree the form and substance of the Recapitalisation Plan (including, for the avoidance of doubt, the Recapitalisation Milestones) with the Instructing Group by the date set in accordance with paragraph 2(a)(ii) of paragraph 2 of Part II (*Plan B Trigger Event*) of Schedule 3 (*Override Provisions*).

(c) Failure to satisfy a Separation Milestone or Recapitalisation Milestone.

(d) Only upon expiry of the related Consultation Period, the occurrence of a Consultation Event (unless waived during the Consultation Period).

No Event of Default shall occur in respect of a Plan B EoD Trigger if the failure to comply is capable of remedy and is remedied within 10 days of the earlier of the Required Holders giving notice to the Company and the Company becoming aware of the failure to comply, provided that the failure by the Company to deliver the Separation Plan by 30 September 2025 shall constitute an immediate Event of Default upon the occurrence of a Plan B Covenant Trigger Event (unless remedied or waived prior to such occurrence).

6. FINANCIAL COVENANTS

To the extent that there is a conflict between this paragraph 5 of Part II (*Plan B Covenant Trigger Event*) of Schedule 3 (*Override Provisions*) and Sections 10.9 or 10.10 this Part II (*Plan B Covenant Trigger Event*) of Schedule 3 (*Override Provisions*) shall prevail.

Following the occurrence of a Plan B Covenant Trigger Event:

(a) Section 10.9 shall be amended as follows:

On each Test Date (from and including the First Test Date), the Company covenants that the Net Debt Ratio in respect of the 12 month period ending on the relevant Test Date shall not exceed:

Test Date	Net Debt Ratio
31 December 2025	4.50:1
31 March 2026	4.50:1
30 June 2026	4.00:1
30 September 2026	4.00:1
31 December 2026 and any Test Date thereafter	3.50:1

(b) Section 10.10 shall be amended as follows:

On any Test Date (from and including the First Test Date), the Company covenants that the Interest Cover Ratio in respect of the 12 month period ending on the relevant Test Date shall not be less than:

Test Date	Interest Cover Ratio
31 December 2025	2.50:1
31 March 2026	2.50:1
30 June 2026	3.00:1
30 September 2026	3.00:1
31 December 2026	3.00:1
31 March 2027 and any Test Date thereafter	3.50:1

(c) The Company undertakes to procure that Liquidity and forecast Liquidity in respect of each Week End Date required to be shown in any Liquidity Statement shall not be less than US$100,000,000 (the "**Minimum Liquidity Requirement**"). In the event that any provider of cash pooling or cash sweeping arrangements to the Group takes any action which materially affects the group's access to such arrangements, the Company and the Required Holders shall consult in good faith with a view to adjusting the Minimum Liquidity Requirement.

(d) Upon the occurrence of a Consultation Event, the Company shall host a call with the holders of the Notes to explain the reason for, and the proposed steps to mitigate any adverse consequence or circumstances arising as a result of, the occurrence of the Consultation Event and shall consult with the holders of the Notes in good faith during the Consultation Period with a view to ensuring that the failure that gave rise to the Consultation Event does not occur in the future.

For the purposes of paragraphs 4 and 5 of Part II (*Plan B Covenant Trigger Event*) of Schedule 3 (*Override Provisions*):

"**Consultation Event**" means any failure by the Company to satisfy the Minimum Liquidity Requirement in respect of (i) any two consecutive Week End Dates or (ii) any three (or more) Week End Dates shown in any Liquidity Statement.

"**Consultation Period**" means a period of 30 days following the occurrence of the relevant Consultation Event.

"**First Test Date**" means 31 December 2025.

"**Test Date**" means 31 March, 30 June, 30 September and 31 December in each year.

Exhibit 1(a)(i)

Form of Series C1 Note

THIS NOTE IS SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT

JOHN WOOD GROUP PLC

3.92% SERIES C1 SENIOR NOTE DUE ON THE SERIES C MATURITY DATE (AS DEFINED BELOW)

No. RC-[_____] [Date]

U.S.$[_____] PPN: G6515# AC8

FOR VALUE RECEIVED, the undersigned, JOHN WOOD GROUP PLC (herein called the "**Company**"), a public limited company incorporated in Scotland and registered under number SC036219, hereby promises to pay to [_____], or registered assigns, the principal sum of [_____] U.S. DOLLARS (or so much thereof as shall not have been prepaid) on (i) October 20, 2028, or (ii) if a Plan B Trigger Event has occurred, October 20, 2027 (provided, however, that the Company and the Super Majority Holders may agree in writing to extend this date to the date outlined in paragraph (i) above at any time), (the "**Series C Maturity Date**"), with interest (computed on the basis of a 360-day year of twelve 30-day months) (a) on the unpaid balance hereof at the rate of 3.92% per annum from the date hereof, payable semiannually, on the 13th day of February and August in each year and on the Series C Maturity Date, commencing with the February 13th or August 13th next succeeding the date hereof (each, an "**Interest Payment Date**"), until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue prepayment) of principal, any overdue payment of interest and any overdue payment of any Make-Whole Amount, payable semi-annually as aforesaid (or, at the option of the registered holder hereof, on demand) at a rate per annum from time to time equal to the Default Rate.

Payments of principal of, interest on and any Make-Whole Amount with respect to this Note are to be made in lawful money of the United States of America at [redacted] or any successor thereto or at such other place as the Company shall have designated by written notice to the holder of this Note as provided in the Note Purchase Agreement referred to below.

This Note is one of a series of Senior Notes (herein called the "**Notes**") issued pursuant to the Note Purchase Agreement, originally dated as of August 13, 2014 and amended and restated pursuant to an amendment and restatement deed dated on or about the A&E Effective Date (as from time to time amended, the "**Note Purchase Agreement**"), by and among the Company and the respective original purchasers named therein, and is entitled to the benefits thereof. Each holder of this Note will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 21 of the Note Purchase Agreement and (ii) made the representations set forth in Section 6 of the Note Purchase Agreement. Unless

otherwise indicated, capitalized terms used in this Note shall have the respective meanings ascribed to such terms in the Note Purchase Agreement.

This Note is a registered Note and, as provided in the Note Purchase Agreement, upon surrender of this Note for registration of transfer accompanied by a written instrument of transfer duly executed, by the registered holder hereof or such holder's attorney duly authorized in writing, a new Note for a like principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Company may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company will not be affected by any notice to the contrary.

This Note is subject to optional prepayment, in whole or from time to time in part, at the times and on the terms specified in the Note Purchase Agreement, but not otherwise.

The payment of this Note may from time to time be guaranteed by certain Subsidiary Guarantors.

If an Event of Default occurs and is continuing, the principal of this Note may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Note Purchase Agreement.

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

JOHN WOOD GROUP PLC

_____

Name:
Title:

Exhibit 1(a)(ii)

Form of Series C2 Note

THIS NOTE IS SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT

JOHN WOOD GROUP PLC

3.92% SERIES C2 SENIOR NOTE DUE ON THE SERIES C MATURITY DATE (AS DEFINED BELOW)

No. RC-[_____] [Date]

U.S.$[_____] PPN: G6515# AC8

FOR VALUE RECEIVED, the undersigned, JOHN WOOD GROUP PLC (herein called the "**Company**"), a public limited company incorporated in Scotland and registered under number SC036219, hereby promises to pay to [_____], or registered assigns, the principal sum of [_____] U.S. DOLLARS (or so much thereof as shall not have been prepaid) on (i) October 20, 2028, or (ii) if a Plan B Trigger Event has occurred, October 20, 2027 (provided, however, that the Company and the Super Majority Holders may agree in writing to extend this date to the date outlined in paragraph (i) above at any time), (the "**Series C Maturity Date**"), with interest (computed on the basis of a 360-day year of twelve 30-day months) (a) on the unpaid balance hereof at the rate of 3.92% per annum from the date hereof, payable semiannually, on the 13th day of February and August in each year and on the Series C Maturity Date, commencing with the February 13th or August 13th next succeeding the date hereof (each, an "**Interest Payment Date**"), until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue prepayment) of principal, any overdue payment of interest and any overdue payment of any Make-Whole Amount, payable semi-annually as aforesaid (or, at the option of the registered holder hereof, on demand) at a rate per annum from time to time equal to the Default Rate.

Payments of principal of, interest on and any Make-Whole Amount with respect to this Note are to be made in lawful money of the United States of America at [redacted] or any successor thereto or at such other place as the Company shall have designated by written notice to the holder of this Note as provided in the Note Purchase Agreement referred to below.

This Note is one of a series of Senior Notes (herein called the "Notes") issued pursuant to the Note Purchase Agreement, originally dated as of August 13, 2014 and amended and restated pursuant to an amendment and restatement deed dated on or about the A&E Effective Date (as from time to time amended, the "**Note Purchase Agreement**"), by and among the Company and the respective original purchasers named therein, and is entitled to the benefits thereof. Each holder of this Note will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 21 of the Note Purchase Agreement and (ii) made the representations set forth in Section 6 of the Note Purchase Agreement. Unless

otherwise indicated, capitalized terms used in this Note shall have the respective meanings ascribed to such terms in the Note Purchase Agreement.

This Note is a registered Note and, as provided in the Note Purchase Agreement, upon surrender of this Note for registration of transfer accompanied by a written instrument of transfer duly executed, by the registered holder hereof or such holder's attorney duly authorized in writing, a new Note for a like principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Company may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company will not be affected by any notice to the contrary.

This Note is subject to optional prepayment, in whole or from time to time in part, at the times and on the terms specified in the Note Purchase Agreement, but not otherwise.

The payment of this Note may from time to time be guaranteed by certain Subsidiary Guarantors.

If an Event of Default occurs and is continuing, the principal of this Note may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Note Purchase Agreement.

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

JOHN WOOD GROUP PLC

_____

Name:
Title:

Exhibit QPP

Form of QPP Certificate

To: JOHN WOOD GROUP PLC as the Company
From: [Name of holder of the Note(s)]
Dated:

JOHN WOOD GROUP PLC – Note Purchase Agreement
dated as of [_____], 2025 (the "**Agreement**")

1. We refer to the Agreement. This is a QPP Certificate. Terms defined in the Agreement have the same meaning in this QPP Certificate unless given a different meaning in this QPP Certificate.

2. We confirm that:
   a. we are beneficially entitled to all interest payable to us as holder of the Note(s);
   b. we are a resident of a qualifying territory; and
   c. we are beneficially entitled to the interest which is payable to us on the Note(s) for genuine commercial reasons and not as part of a tax advantage scheme.

   These confirmations together form a creditor certificate.

3. In this QPP Certificate the terms "**resident**", "**qualifying territory**", "**scheme**", "**tax advantage scheme**" and "**creditor certificate**" have the meaning given to them in the QPP Regulations.

[Name of holder of the Note(s)]

By:

[This QPP Certificate is required where a holder of Notes is a person eligible for the UK withholding tax exemption for qualifying private placements; a separate QPP Certificate should be provided by each such holder.]