

**STRICTLY PRIVATE AND CONFIDENTIAL
EXECUTION VERSION**

To: The Creditors (as defined below)

Copy:



as Agent under the RCF and the Term Loan (as defined below)

Date: 29 August 2025

Dear Creditors

Lock-up agreement (the “Lock-up Agreement”) in respect of the Transaction (as defined below) for John Wood Group PLC (the “Parent Company”), John Wood Group Holdings Limited (“JWGHL”) and the Group (as defined below)

STRICTLY CONFIDENTIAL: This Lock-up Agreement contains confidential information about the Parent Company, JWGHL and the Group (as defined below) and is subject to the confidentiality provisions of the Debt Documents to which the relevant Creditors are party. Some or all of the information contained in this Lock-up Agreement is or may be price sensitive and the use of such information may be regulated or prohibited by applicable legislation relating to insider dealing. Any unauthorised disclosure of the contents of this Lock-up Agreement or any of the information provided in connection with this Lock-up Agreement may also adversely affect or compromise the Parent Company’s and/or JWGHL’s ability to implement the Transaction and/or the Acquisition (as defined below).

1. Interpretation

1.1 Unless otherwise stated, in this Lock-up Agreement:

“2.7 Announcement” means the announcement made by Dar Al-Handasah Consultants Shair and Partners Holdings Ltd and the Parent Company on or around the date of this Lock-up Agreement for the acquisition of the entire issued and to be issued share capital of the Parent Company pursuant to Rule 2.7 of the Takeover Code;

“2.7 Conditions” means the conditions to the 2.7 Announcement contained at Part 1 of Appendix 1 to the 2.7 Announcement;

“2014 Note Subsidiary Guarantee Deed” has the meaning given to the term “Subsidiary Guarantee Deed” in the 2014 NPA;

“2014 Notes” means the “Notes” outstanding under (and as defined in) the 2014 NPA;

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

"2014 NPA Group Majority" means, at any time, the 2014 NPA Creditors who together hold more than 50 per cent. of the outstanding aggregate principal amount of the 2014 Notes at that time;

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

"2018 Note Subsidiary Guarantee Deed" has the meaning given to the term "Subsidiary Guarantee Deed" in the 2018 NPA;

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

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

"2018 NPA Group Majority" means, at any time, the 2018 NPA Creditors who together hold more than 50 per cent. of the outstanding aggregate principal amount of the 2018 Notes at that time;

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

"2019 Note Subsidiary Guarantee Deed" has the meaning given to the term "Subsidiary Guarantee Deed" in the 2019 NPA;

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

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

"2019 NPA Group Majority" means, at any time, the 2019 NPA Creditors who together hold more than 50 per cent. of the outstanding aggregate principal amount of the 2019 Notes at that time;

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

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

"A&E Implementation Deed" means the implementation deed pursuant to which the Transaction shall become effective, in the form appended to this Lock-up Agreement at Part 1 of Schedule 3 (*Agreed Form Documents*);

“Acquisition” has the meaning given to such term in the A&E Implementation Deed;

“Additional Participant” means any Creditor who accedes to this Lock-up Agreement as a Participant by executing and delivering a Deed of Accession in the form appended at Part A of Schedule 2 (*Deed of Accession*) and, as relevant, an NTL Commitment Letter in accordance with paragraph 9.1 or 12.4;

“Additional IFL Participant” means any Creditor who accedes to this Lock-up Agreement as an IFL Participant by executing and delivering an IFL Deed of Accession in the form appended at Part B of Schedule 2 (*Deed of Accession*) in accordance with paragraph 9.5 or 12.4;

“Affiliate” means, with respect to a person, any other person who, directly or indirectly, is in control of, or controlled by, or is under common control with, such person and, for the purposes of this definition, “control” shall mean the power, direct or indirect, to (a) vote on more than 50 per cent, of the securities having ordinary voting power for the election of directors of such person, or (b) direct or cause the direction of the management and policies of such person whether by contract or otherwise;

“Agent” means [REDACTED];

“Agreed Form” means the form of the relevant Definitive Document as agreed by each of the Parent Company, JWGH, and the Creditor Legal Advisers;

“Agreed Form Documents” means those Definitive Documents that are in the Agreed Form as at the date of this Lock-up Agreement as appended to this Lock-up Agreement at Schedule 3 (*Agreed Form Documents*) (including, for the avoidance of doubt, where such Definitive Document is included as an appendix to the A&E Implementation Deed) and in the form so appended (unless otherwise amended pursuant to and in accordance with this Lock-up Agreement);

“Agreed Security Principles” means the agreed security principles in the form appended to this Lock-up Agreement at Part 2 of Schedule 3 (*Agreed Form Documents*);

“Akin Report” means the report prepared by Akin Gump LLP for the NPA Creditors dated 9 April 2025, entitled “Project Astra – SM Culture Report – Noteholder Summary”;

“Amended and Restated 2014 NPA” has the meaning given to such term in the A&E Implementation Deed;

“Amended and Restated 2018 NPA” has the meaning given to such term in the A&E Implementation Deed;

“Amended and Restated 2019 NPA” has the meaning given to such term in the A&E Implementation Deed;

“Amended and Restated NPAs” has the meaning given to in the A&E Implementation Deed;

“Amended and Restated RCF” has the meaning given to it in the A&E Implementation Deed;

“April Waiver Letters” means, the NPA April Waiver Letters and the RCF/TL April Waiver Letters;

“Audited Accounts Conditionality” means the condition contained at paragraph 3 of Part 1 of Appendix 1 to the 2.7 Announcement;

“Bail-in Power” means the following powers (without limitation): (i) the early termination, cancellation or reduction of the principal amount due, including any accrued and unpaid interest in respect of any such liability; (ii) the conversion of all or part of any such liability into shares or other equity instrument, in which case each Party acknowledges and accepts that any such shares or equity instruments may be issued to or conferred as a result of a Bail-in Power; and/or (iii) a variation and/or amendment to the terms of this Agreement as may be necessary to give effect to a Bail-in Power;

“Bank Advisers” means Linklaters LLP as legal advisers and FTI Consulting LLP as financial advisers, and each of their respective Affiliates as advisers to the RCF Creditors and Term Loan Creditors;

“Business Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in London, Edinburgh and New York;

“Cash Pool” means the Group’s corporate cash pooling arrangement with its day to day clearing bank in the United Kingdom;

“Catch-up Fee” means a fee in the amount of 20bps of the outstanding Commitments of the applicable Participant held by such Participant at 19 March 2025 (as set out in the Parent Company’s books and records);

“Claim” means any claim, counterclaim, cause or right of action, suit, demand, liability or proceeding of any kind whatsoever and howsoever arising, whether present or future, actual or contingent, known or unknown and at law or in equity, in any jurisdiction, solely:

- A. arising out of any Deficiency arising before the date of this Lock-up Agreement in the Parent Company’s accounting, governance and/or controls procedures of the type identified in the Parent Company’s announcement on 31 March 2025 titled “Update on independent review and results publication”, including (but not limited to) the matters contained in the Review Information; and/or
- B. arising out of any Deficiency identified by the investigation by the Financial Conduct Authority into the Parent Company, as announced in the Parent Company’s announcement on 27 June 2025 titled “Notice of investigation by the FCA”;

“Commitments” means the commitments or holdings (as applicable) under each relevant Principal Financing Agreements and, in respect of each RCF Creditor, each Term Loan Creditor and each NPA Creditor, its aggregate commitments or holdings (as applicable) under the Principal Financing Agreements;

“Consensual Implementation Route” means implementation of the Transaction in accordance with the terms of the Principal Financing Agreements in a scenario where all the Creditors have become (and remain) party to this Lock-up Agreement such that the Creditor Scheme is not required;

“Creditor Advisers” means the Bank Advisers and the NPA Creditor Advisers;

“Creditor Financial Advisers” means, with respect to the RCF Creditors and the Term Loan Creditors, FTI Consulting LLP and, with respect to the NPA Creditors, Moelis & Company UK LLP;

“Creditor Legal Advisers” means, with respect to the RCF Creditors and the Term Loan Creditors, Linklaters LLP and, with respect to the NPA Creditors, Akin Gump LLP;

“Creditor Scheme” means any scheme of arrangement under Part 26 of the Companies Act 2006 to be proposed by JWGHIL before the Scottish Court to implement the Transaction via the Creditor Scheme Route;

“Creditor Scheme Document” means the document setting out the terms of the compromise or arrangement between JWGHIL and the Creditors, and which is to be voted on by the Creditors at the Creditor Scheme Meeting;

“Creditor Scheme Documentation” means the Pre-Scheme Letter, the Explanatory Statement and the Creditor Scheme Document setting out the terms and conditions of the Creditor Scheme;

“Creditor Scheme Meeting” means any meeting(s) of the Creditors convened by JWGHIL pursuant to directions issued by the Scottish Court in order for the Creditors to vote on the Creditor Scheme;

“Creditor Scheme Route” means implementation of the Transaction in a scenario where not all the Creditors have become (and remain) party to this Lock-up Agreement, such that the Creditor Scheme is required;

“Creditor Scheme Sanction Order” means an order of the Scottish Court sanctioning the Creditor Scheme under section 899 of the Companies Act 2006;

“Creditor Scheme Website” means the website which is hosted by the Information Agent to store information which is provided by or on behalf of the Group and to which certain of the Creditors have, or are entitled to request, access;

“Creditors” means the RCF Creditors, the Term Loan Creditors, and the NPA Creditors, and
“Creditor” means any one of them;

“Debt Documents” means each of the Principal Financing Agreements, any other document specified as a “Finance Document” in relation to the RCF or the Term Loan, the Notes, the Note Subsidiary Guarantee Deeds, and any document which is a supplement, amendment or waiver to any of the NPAs or Notes;

“Deed of Accession” means a document substantially in the form set out in Part A of Schedule 2 (*Deed of Accession*);

“Default” means a “Default” under and as defined in any of the Principal Financing Agreements or Interim Facility (as applicable);

“Default Event” means any Default, Event of Default, breach of representation or other analogous event under any of the Debt Documents;

“Deficiency” means any deficiency, misrepresentation, gap, omission or non-compliance under or with any applicable law, regulation, policy, procedure or otherwise, whether actual or contingent, known or unknown, in any jurisdiction;

“Definitive Documents” means the documents, deeds, agreements, filings, notifications, letters and instruments necessary or desirable in order to implement the Transaction (including, if required, through the Creditor Scheme) in accordance with this Lock-up Agreement and the Agreed Form Documents;

“EGF Lock-up Agreement” means the lock-up agreement in relation to the Transaction in the Agreed Form entered into on or about the date of this Lock-up Agreement between the Parent Company and certain of the Group’s existing guarantee providers;

“Emmitt Business” means the Group’s engineering, procurement and construction management business established in Canada and the United States;

“Enforcement Action” means any action of any kind in relation to any Debt Document or the Interim Facility to (whether directly or indirectly):

- A. declare prematurely due and payable, or otherwise seek to accelerate payment of, all or any part of any Commitment or Interim Facility Commitment;
- B. place any Commitment on demand or make a demand in respect of any Commitment or Interim Facility Commitment;
- C. recover, or demand cash cover in respect of, all or any part of any Commitment or Interim Facility Commitment, including by exercising any set-off, account combination or payment netting, (i) save as required by law and (ii) save that any Participant making available facilities on the basis of a net overdraft limit may combine accounts and

exercise any set-off to reduce gross exposure to the relevant net exposure in the ordinary course of business and provided that this limb (ii) shall not apply in respect of any right which is exercised or exercisable as a result of any termination event, default, event of default or other similar event;

- D. exercise or enforce any rights under any security granted in relation to all or any part of any Commitment or Interim Facility Commitment;
- E. exercise or enforce any right under any guarantee or indemnity, in each case granted in relation to (or given in support of) all or any part of any Commitment or Interim Facility Commitment;
- F. petition, apply or vote for (or take or support any other step which may lead to) any corporate action, legal process (including legal proceedings, execution, distress and diligence) or other procedure or step being taken in relation to (A) the winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement, restructuring plan, or otherwise) of any member of the Group; (B) any suspension of payments or moratorium of any indebtedness of any member of the Group; (C) any proposed composition, compromise, assignment or arrangement with any creditor of any member of the Group; (D) the appointment of a liquidator, provisional liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any member of the Group; or (E) any analogous procedure or step in any jurisdiction; or
- G. sue, claim or institute or continue any legal process (including legal proceedings, execution, distress and diligence) against any member of the Group, provided that the filing of any proof of claim or other documentation necessary to preserve the validity, existence or priority of claims in respect of a Commitment or Interim Facility Commitment shall not constitute an Enforcement Action;

“Escrow Principles” means the set of principles set out in Schedule 9 (*Escrow Principles*);

“Event of Default” means an “Event of Default” under and as defined in any of the Principal Financing Agreements or, save in respect of paragraph 11.1(A), the Interim Facility (as applicable);

“Executive Leadership Team” has the meaning given to it in the Amended and Restated RCF;

“Existing Guarantee Facility” has the meaning given to it in the A&E Implementation Deed;

“Explanatory Statement” means the explanatory statement required to be provided to all creditors who will be affected by the Creditor Scheme, together with the Creditor Scheme Document, pursuant to section 897 of the Companies Act 2006;

“Lock-up Agreement” means the lock-up agreement in the Agreed Form entered into on or about the date of this Lock-up Agreement between the Parent Company and [REDACTED] in relation to the Transaction;

“FCA Investigation” means the investigation by the Financial Conduct Authority into the Parent Company, as announced by the Parent Company on 27 June 2025;

“Finance Document”:

- A. in respect of the RCF, has the meaning given to such term therein;
- B. in respect of the Term Loan, has the meaning given to such term therein; and
- C. in respect of each of the NPAs, means the NPAs, the Notes, any Subsidiary Guarantee Deeds (as defined in the applicable NPA) and any document which is a supplement, amendment or waiver to any of the NPAs or Notes;

“Finance Leadership Team” has the meaning given to it in the Amended and Restated RCF;

“Governmental Body” means any government, any governmental or regulatory body thereof, or any political subdivision thereof, whether federal, state, local or foreign, or any agency of such body, or any court or arbitrator (public or private);

“Group’s Auditors” means KPMG LLP;

“Group’s FY24 Accounts” means the Group’s audited annual accounts for the financial year ended 31 December 2024;

“Group” means the Parent Company and its Subsidiaries from time to time;

“IF Event of Default” has the meaning given to “Event of Default” in the Interim Facility;

“IFL Locked-up Commitments” in relation to an IFL Participant, (i) its Interim Facility Commitments as set out in its counter-signature page to this Lock-up Agreement or its IFL Deed of Accession (as applicable) and (ii) any Interim Facility Commitments as are required to be set out in a subsequent notice in accordance with paragraph 9.5 below;

“IFL Participant” means those Creditors that are a party to the Interim Facility (including any Additional IFL Participant) and which counter-signs a copy of this Lock-up Agreement;

“IFL Transfer” has the meaning given to it in paragraph 9.4;

“Information Agent” means Kroll Issuer Services Limited;

“Insolvency Event” means:

- A. the suspension of payments, any moratorium of any indebtedness, the winding-up, bankruptcy, liquidation, dissolution, administration, receivership, administrative receivership, judicial composition, judicial management or reorganisation (by way of voluntary arrangement, scheme of arrangement, restructuring plan or otherwise but excluding, for the avoidance of doubt, the Creditor Scheme, the Shareholder Scheme and any solvent liquidation or reorganisation) of the Parent Company, JWGHL, any Obligor Entity or any Material Subsidiary;
- B. the appointment of a liquidator (other than in respect of a solvent liquidation), provisional liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Parent Company, JWGHL, any Obligor Entity or any Material Subsidiary;
- C. any out-of-court insolvency process, including a company voluntary arrangement, in respect of the Parent Company, JWGHL, any Obligor Entity or any Material Subsidiary;
- D. the enforcement of any security granted by, or over the shares in, the Parent Company, JWGHL, any Obligor Entity, any Material Subsidiary, or any other member of the Group that provides security, in each case granted in connection with the Interim Facility; or
- E. any proceeding or step in any jurisdiction that is analogous to any proceeding or step in sub-paragraphs (A) to (D) above,

provided that any such proceeding or step which: (i) is contested in good faith and with due diligence and discharged, withdrawn, set aside or struck out within 15 Business Days of commencement; (ii) occurs as part of the implementation and/or consummation of all or any part of the Transaction (including, if required, through the Creditor Scheme) or the Acquisition; (iii) is consented to in writing by the Majority Participants before its commencement; or (iv) is instigated or commenced by a Party in breach of this Lock-up Agreement, shall not constitute an **"Insolvency Event"**;

"Intercreditor Agreement" means the Agreed Form intercreditor agreement as appended to this Lock-up Agreement in the A&E Implementation Deed at Schedule 3 (*Agreed Form Documents*);

"Interim Amendments" means the amendments to the Principal Financing Agreements as set out in the relevant Part (as identified as applying to such Principal Financing Agreement, and provided that those in Part C shall also apply *mutatis mutandis* to the 2018 NPA and 2019 NPA) of Schedule 5 (*Interim Amendments*) of this Lock-up Agreement;

"Interim Facility" means the USD 60 million secured interim cash facility agreement, in the Agreed Form, entered into on or about the date of this Agreement;

"Interim Facility Commitments" means, in respect of each IFL Participant, the aggregate amount of its commitments under the Interim Facility;

“July Waiver Letters” means the NPA July Waiver Letters and the RCF/TL July Waiver Letters;

“June Waiver Letters” means the NPA June Waiver Letters and the RCF/TL June Waiver Letters;

“Kelchner Business” means the entire issued share capital of Kelchner, Inc.;

“[REDACTED]” means [REDACTED] (and/or certain of its Affiliates and its or their managed funds);

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

“[REDACTED] Consent Letters” means, in respect of each Principal Financing Agreement, the relevant consent letters in relation to the [REDACTED] Credit Facility entered into by (among others) the Parent Company and certain Creditors on 15 August 2025;

“[REDACTED] Credit Facility” means the credit facility to be entered into with a special purpose vehicle within the Group as borrower and [REDACTED];

“[REDACTED] New Term Sheet” means the term sheet in respect of the [REDACTED] Credit Facility and provided to the Creditor Advisers on 23 August 2025;

“[REDACTED] Waiver Provisions” means:

- A. in the case of the RCF, Clauses 22.3 (*Negative Pledge*), 22.4 (*Disposals*), 22.6 (*Guarantees*) and 22.7 (*Borrowings*);
- B. in the case of the Term Loan, Clauses 21.3 (*Negative Pledge*), 21.4 (*Disposals*), 21.6 (*Guarantees*) and 21.7 (*Borrowings*); and
- C. in the case of the NPAs, Sections 10.3 (*Sale of Assets*), 10.4 (*Liens*) and 10.5 (*Limitation on Subsidiary Indebtedness*);

“Linklaters Report” means the report prepared by Linklaters LLP for the RCF Creditors and the Term Loan Creditors dated 9 April 2025, entitled “Astra_Lender Update (Summary of SM report on culture)”;

“Local Counsel” means the legal advisers to the Creditors in connection with the Transaction (except for Linklaters LLP and Akin Gump LLP);

“Lock-up Agreement Effective Date” has the meaning given to it in paragraph 5.1;

“Locked-up Commitments” means, in relation to a Participant, (i) its Commitments, as set out in its counter-signature page to this Lock-up Agreement or its Deed of Accession (as

applicable) and (ii) any Commitments as are required to be set out in a subsequent notice in accordance with paragraph 9.2 below;

“Long-Stop Date” has the meaning given to it in paragraph 11.2(D) below;

“Majority IFL Participants” means IFL Participants whose IFL Locked-up Commitments are in aggregate more than 66⅔ per cent. of the aggregate IFL Locked-up Commitments of all IFL Participants;

“Majority Participants” means Participants whose Locked-up Commitments are in aggregate more than 66⅔ per cent. of the aggregate Locked-up Commitments of all Participants;

“Management Forecast Information” means each of:

- A. the Parent Company’s budget for the financial year ended 31 December 2025 (**“FY25”**) in the form provided to the Creditor Advisers prior to this Lock-up Agreement;
- B. the Parent Company’s updated FY25 financial forecasts based on actuals to the week ended 13 June 2025 in the form provided to the Creditor Advisers prior to this Lock-up Agreement;
- C. any subsequent written summary financial information in respect of the Group consolidated by FTI Consulting LLP or Moelis & Company UK LLP and, in each case, approved in writing by the Parent Company;

“March Consent Fee” means the fee paid to Creditors pursuant to the terms of the March Waiver Letters;

“March Waiver Letters” means the NPA March Waiver Letters and the RCF/TL March Waiver Letters;

“Material Adverse Effect” means, by reference to the position as at the date of this Lock-up Agreement, a material adverse change in:

- A. the ability of the Parent Company, JWGHL, any relevant Obligor Entity or the Group to implement or consummate the Transaction; or
- B. the consolidated financial condition, assets or business of the Group taken as a whole;

“Material Subsidiary” has the meaning given to such term in the Interim Facility;

“New Receivables Financing” has the meaning given to such term in the [REDACTED] Consent Letters, provided that the reference therein to the “Receivables Financing Term Sheet” shall, for the purpose of this Lock-up Agreement, be deemed to refer to the [REDACTED] New Term Sheet;

“New Term Loan Facility” means a committed USD 200 million term loan facility to be provided by certain Participants to fund cash collateral requirements in support of bonding and guarantee requirements of the Group, which shall be documented pursuant to the New Term Loan Facility Agreement;

“New Term Loan Facility Agreement” means the agreement in respect of the New Term Loan Facility, in the form appended to the A&E Implementation Deed in the A&E Implementation Deed at Schedule 3 (*Agreed Form Documents*);

“Note Subsidiary Guarantee Deeds” means the 2014 Note Subsidiary Guarantee Deed, the 2018 Note Subsidiary Guarantee Deed and the 2019 Note Subsidiary Guarantee Deed;

“Notes” has the meaning given to that term in the 2014 NPA, 2018 NPA or the 2019 NPA (as applicable);

“NPA April Waiver Letters” means, in respect of each NPA, the relevant precautionary waiver letters entered into by (among others) the Parent Company and certain Creditors on 30 April 2025;

“NPA Creditor Advisers” means Akin Gump LLP as legal advisers and Moelis & Company UK LLP as financial advisers, and each of their respective Affiliates as advisers to the NPA Creditors;

“NPA Creditor Majority” means, at any time, the NPA Creditors who together hold more than 50 per cent. of the outstanding principal amount of the 2014 Notes, the 2018 Notes and the 2019 Notes (in aggregate);

“NPA Creditors” means each of the 2014 NPA Creditors, the 2018 NPA Creditors and the 2019 NPA Creditors;

“NPA July Waiver Letters” means, in respect of each NPA, the relevant precautionary waiver letters entered into by (among others) the Parent Company and certain Creditors on 30 July 2025;

“NPA June Waiver Letters” means, in respect of each NPA, the relevant precautionary waiver letters entered into by (among others) the Parent Company and certain Creditors on 30 June 2025;

“NPA March Waiver Letters” means, in respect of each NPA, the relevant precautionary waiver letters entered into by (among others) the Parent Company and certain Creditors on 19 March 2025;

“NPAs” means each of the 2014 NPA, the 2018 NPA and the 2019 NPA;

"NTL Commitment" has the meaning given to such term in Schedule 6 (*NTL Allocation and Scale Back Mechanics*);

"NTL Commitment Letter" means a commitment letter substantially in the form at Schedule 4 (*Form of NTL Commitment Letter*) delivered by a Participant to the Parent Company;

"NTL Commitments Table" means the table in the form at Schedule 7 (*NTL Commitments Table*);

"NTL Electing Party" means a Creditor who has specified an "NTL Maximum Commitment" of more than US\$0 in its NTL Commitment Letter or, as relevant, pursuant to the Creditor Scheme;

"NTL LUA Commitments" means in respect of each NTL Electing Party, its commitment to participate in the New Term Loan Facility pursuant to the applicable NTL Commitment Letter or the Creditor Scheme, and includes (i) its NTL Maximum Commitment and/or (ii) its NTL Commitment (as the context so requires);

"NTL Maximum Commitment" means the amount of the "NTL Maximum Commitment" under and as determined in accordance with each NTL Commitment Letter or, as relevant, pursuant to the Creditor Scheme;

"NTL Participant" means an NTL Electing Party that is allocated an NTL Commitment greater than zero pursuant to the calculations conducted in accordance with Schedule 6 (*NTL Allocation and Scale Back Mechanics*) of this Lock-up Agreement or, as relevant, the Creditor Scheme;

"Obligor Entity" means each entity listed at Schedule 1 (*Obligor Entities*) of this Lock-up Agreement;

"Original Participant" means each Creditor which counter-signs a copy of this Lock-up Agreement on or before the Lock-up Agreement Effective Date;

"Parent Company Financial Adviser" means Rothschild & Co;

"Participant" means each Original Participant and each Additional Participant (but for the avoidance of doubt, except where expressly stated otherwise, shall not include an IFL Participant);

"Parties" means the Parent Company, JWGH, each Obligor Entity and each Participant, and **"Party"** means any one of them;

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

"Plan B Trigger Event" has the meaning given to it in the Amended and Restated RCF;

"PNG Lock-up Agreement" means the lock-up agreement in the Agreed Form entered into on or about the date of this Lock-up Agreement between the Parent Company and [REDACTED] in relation to the Transaction;

"Pre-Scheme Letter" means a letter to be sent by JWGH to inform the Creditors and other stakeholders of its launch of the Creditor Scheme;

"Principal Financing Agreements" means the RCF, the Term Loan, the NPAs and the Notes;

"Qualified Market Maker" means an entity that:

- A. holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers, and sell to customers, debt (or enter with customers into long and short positions in respect of the debt), in its capacity as a broker-dealer or market maker in the debt; and
- B. is, in fact, regularly in the business of making a two-way market in the debt;

"RCF" means the revolving credit facility agreement originally dated 20 October 2021 and entered into between, among others, the Parent Company as the original borrower, [REDACTED] as agent and the RCF Creditors (as amended and/or amended and restated from time to time);

"RCF Creditor" means each "Lender" under and as defined in the RCF;

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

"RCF/TL April Waiver Letters" means, in respect of both the RCF and the Term Loan, the relevant precautionary waiver letters entered into by (among others) the Parent Company and certain Creditors on 30 April 2025;

"RCF/TL July Waiver Letters" means, in respect of both the RCF and the Term Loan, the relevant precautionary waiver letters entered into by (among others) the Parent Company and certain Creditors on 30 July 2025;

"RCF/TL June Waiver Letters" means, in respect of both the RCF and the Term Loan, the relevant precautionary waiver letters entered into by (among others) the Parent Company and certain Creditors on 30 June 2025;

“RCF/TL March Waiver Letters” means, in respect of both the RCF and the Term Loan, the relevant precautionary waiver letters entered into by (among others) the Parent Company and certain Creditors on 19 March 2025;

“Recapitalisation Plan” has the meaning given to it in the Amended and Restated RCF;

“Registrar of Companies” means the registrar of companies, as described in section 1060 of the Companies Act 2006;

“Relevant Financial Statements” means the Parent Company’s consolidated financial statements for the year ended 31 December 2024, in the form provided to the Creditor Advisers;

“Review Information” means:

- A. the report prepared by Deloitte LLP dated 7 April 2025, entitled “Project Falcon Draft Report to John Wood Group Plc”;
- B. insofar as the Review Waiver Provisions relate to an RCF Creditor or a Term Loan Creditor, the Linklaters Report; and
- C. insofar as the Review Waiver Provisions relate to an NPA Creditor, the Akin Report;

“Review Excluded Provisions” means:

- A. in respect of the RCF, clauses 19.13 and 22.13 thereof;
- B. in respect of the Term Loan, clauses 18.13 and 21.13 thereof;
- C. in respect of each of the NPAs, Sections 9.1 and 10.9, thereof; and
- D. in respect of the Interim Facility, any substantially equivalent provisions to those above;

“Review Relevant Provisions” means:

- A. in respect of the RCF, clauses 19.9(b), 19.12, 20.6(b), 20.7(a), 22.2, 23.5 or 23.13 thereof;
- B. in respect of the Term Loan, clauses 18.9(b), 18.12, 19.5(b), 19.6, 21.2, 22.6 or 22.14 thereof; and
- C. in respect of each of the NPAs, Sections 7.1(d), 9.1, 11(e) and 11(f) thereof; and

D. in respect of the Interim Facility, any substantially equivalent provision to those above;

“Review Waiver Provisions” means the provisions at paragraphs 7.4 to 7.13 of this Lock-up Agreement;

“RWG” means RWG (Repair and Overhauls) Limited;

“Scottish Court” means the Outer House of the Court of Session in Scotland;

“Senior Management Team” means each member of the Group’s (i) Executive Leadership Team, and (ii) Finance Leadership Team;

“Shared Information” means the documents and information provided pursuant to:

- A. one or more of the Waiver Letters;
- B. the Management Forecast Information;
- C. the Weekly Reporting Packs;
- D. monthly and quarterly management information provided by the Parent Company to the Creditor Advisers in writing as part of the Management Forecast Information, Weekly Reporting Packs or pursuant to the Waiver Letters (as relevant);
- E. actual and forecast information in respect of the Group’s performance and bid bonding and guarantee requirements (including where provided on a monthly or quarterly basis), provided in writing by the Parent Company to the Creditor Advisers as part of the Management Forecast Information since the date of the March Waiver Letter;
- F. draft copies of the Relevant Financial Statements;
- G. written information provided by the Parent Company to the Creditor Advisers solely and directly insofar as it was shared to inform negotiations regarding the Agreed Security Principles; and
- H. written information provided by the Parent Company in respect of due diligence queries raised by the Creditor Advisers (including, without limitation, the applicable workings in writing, for the financial bridge to estimated net proceeds) in respect of the potential sale of the Emmitt Business, the Eagle contracts, the Kelchner Business and the Group’s interest in RWG;

“Shareholder Scheme” means the scheme of arrangement to be entered into between the Parent Company and its shareholders pursuant to Part 26 of the Companies Act 2006 to support implementation of the Acquisition;

“Sidara” means Sidara Limited;

“Sidara Commitment Documents” means the Sidara Initial Funding Facility and the Sidara Completion Funding Commitment Letter;

“Sidara Completion Funding” means the US\$200,000,000 funding injection (which may be provided by way of, among other things, a term loan facility to be entered into by Sidara as lender and the Parent Company or an equity injection to be provided by Sidara) into the Parent Company, conditional upon completion of the Acquisition;

“Sidara Completion Funding Commitment Letter” means the commitment letter in the Agreed Form provided by Sidara on or about the date of this Lock-up Agreement in respect of the Sidara Completion Funding;

“Sidara Initial Funding Facility Agreement” means the agreement in respect of the Sidara Initial Funding Facility in the Agreed Form;

“Sidara Initial Funding Facility” means the US\$250,000,000 term loan facility entered into by Sidara as lender and the Parent Company as borrower on or about the date of this Lock-up Agreement;

“Specified Business Unit” means a specified desk, fund, account, or business unit of a Participant or Additional Participant as indicated on its signature page to this Lock-up Agreement or any Deed of Accession or IFL Deed of Accession (as relevant);

“Subsidiary” means a subsidiary within the meaning of section 1159 of the Companies Act 2006;

“Super Majority Participants” means Participants whose Locked-up Commitments are in aggregate more than 75 per cent. of the aggregate Locked-up Commitments of all Participants;

“Surviving Conditions and Undertakings” has the meaning given to such term in paragraph 7.1;

“Takeover Code” means The City Code on Takeovers and Mergers;

“Term Loan” means the US\$200,000,000 single currency term loan facility agreement originally dated 4 December 2023 and made between, among others, the Parent Company as an original borrower, [REDACTED] as agent and the Term Loan Creditors (as amended and/or amended and restated from time to time);

“Term Loan Creditor” means each “Lender” under and as defined in the Term Loan;

“Term Loan Group Majority” means, at any time, the Term Loan Creditors (a) whose Commitments under the Term Loan aggregate more than 66⅔ per cent. of the Total

Commitments held by the Term Loan Creditors, or (b) if the Total Commitments held by the Term Loan Creditors are reduced to zero, whose Commitments under the Term Loan aggregated more than 66⅔ per cent. of the Total Commitments held by the Term Loan Creditors immediately before the reduction;

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

“Transaction” means (i) the amendment and extension of the Principal Financing Agreements and certain other documents on the terms of the Amended and Restated Finance Documents (as defined in the A&E Implementation Deed) and (ii) entry into the New Finance Documents (as defined in the A&E Implementation Deed), to be implemented either via the Consensual Implementation Route or via the Creditor Scheme Route;

“Transaction Consent Letters” means each of:

- A. the consent letter in relation to the Transaction entered into on or about the date of this Lock-up Agreement between the Parent Company and each of [REDACTED];
- B. the consent letter in relation to the Transaction entered into on or about the date of this Lock-up Agreement between the Parent Company and [REDACTED];
- C. the consent letter in relation to the Transaction entered into on or about the date of this Lock-up Agreement between the Parent Company, [REDACTED];
- D. the consent letter in relation to the Transaction entered into on or about the date of this Lock-up Agreement between the Parent Company and [REDACTED];
- E. the consent letter in relation to the Transaction entered into on or about the date of this Lock-up Agreement between the Parent Company, [REDACTED] and [REDACTED];
- F. the consent letter in relation to the Transaction entered into on or about the date of this Lock-up Agreement between the Parent Company and [REDACTED];

“Transfer” has the meaning given to it in paragraph 9.1;

“Unpledged Bank Accounts” means bank accounts which are currently subject to the Group’s net overdraft and cash pooling arrangements with its day to day clearing bank in the United Kingdom;

“Waiver Letters” means each of the March Waiver Letters, the April Waiver Letters, the June Waiver Letters and the July Waiver Letters; and

“Weekly Reporting Packs” means the weekly financial reporting packs provided by the Parent Company to certain of the Creditor Advisers pursuant to the terms of one or more of the Waiver Letters.

- 1.2 Any notice required to be made by a member of the Group to a Participant under this Lock-up Agreement shall be made by procuring that such notice is posted on a section of the Creditor Scheme Website to which the relevant Participant and the Creditor Advisers have access (except where the Consensual Implementation Route Notice has been delivered) and by delivering such notice to the Creditor Advisers in accordance with paragraphs 12.10 to 12.12.
- 1.3 Any notice required to be made by a member of the Group to an IFL Participant under this Lock-up Agreement shall be made by procuring that such notice is delivered to the Bank Advisers, which delivery shall be deemed to satisfy such obligation.

2. Construction

- 2.1 Unless a contrary indication appears, any reference in this Lock-up Agreement to:

- (A) this Lock-up Agreement includes all schedules and appendices, exhibits and other attachments hereto;
- (B) an amendment includes a supplement, novation, extension (whether of maturity or otherwise), restatement, re-enactment or replacement (however fundamental and whether or not more onerous) and “amended” will be construed accordingly;
- (C) any **“Party”** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- (D) a **“document”** or any other agreement or instrument is a reference to that document or other agreement or instrument as amended, novated, supplemented, extended, restated or replaced;
- (E) the **“A&E Implementation Deed”** or any other Agreed Form Document (whether or not this refers to such document as appended to this Lock-up Agreement) is a reference to such document as may be amended in accordance with this Lock-up Agreement;
- (F) **“guarantee”** means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;

- (G) **"indebtedness"** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (H) **"includes"** and **"including"** means include and including, without limitation;
 - (I) a **"person"** includes any individual, firm, company, corporation, unincorporated association, government, state or agency of a state or any association, body, trust, joint venture, consortium or partnership (in any case whether or not having separate legal personality);
 - (J) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency or department or of any regulatory, self-regulatory or other authority or organisation;
 - (K) **"shares"** or **"share capital"** includes equivalent ownership interests (and **"shareholder"** and similar expressions shall be construed accordingly);
 - (L) words imparting the plural shall include the singular and vice versa and words imparting one gender shall include any other gender;
 - (M) a provision of law is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation;
 - (N) a time of day is a reference to London time;
 - (O) **"USD"**, **"US\$"** or **"US dollars"** is a reference to the lawful currency of the United States of America;
 - (P) **"£"**, **"GBP"** or **"pounds sterling"** is a reference to the lawful currency of the United Kingdom; and
 - (Q) to a communication, consent, notice, amendment, waiver or other document being **"in writing"** shall include being by email and a reference to such communication, consent, notice, amendment, waiver or other document being given **"by"** a Party shall include being given on behalf of that Party, including by its legal advisors.
- 2.2 Section, paragraph and Schedule headings are for ease of reference only and references to a paragraph or a Schedule are to a paragraph of and a Schedule to this Lock-up Agreement, respectively.
- 2.3 The IFL Participants have entered into and signed this Agreement in their capacity as IFL Participants, solely for the purposes of complying with their obligations under paragraphs 6.12, 7.3, 7.4, 7.9, 8.2, 9.4, 9.5, 9.6, 10.3, 11.4 and 12 of this Agreement, and any reference to a "Party" shall, unless in respect of such clauses or paragraphs 3.3, 3.4, 5.1, 5.5, 6.2, 6.6, 6.10(H),

6.17, 10, 11, and 12 (and save as the context otherwise requires), be deemed not to include the IFL Participants (in that capacity).

- 2.4 Any reference in this Lock-up Agreement to a defined term within an Agreed Form Document stated to apply to this Lock-up Agreement shall apply notwithstanding that the Agreed Form Document has not itself become effective in accordance with its terms.
- 2.5 For the purpose of any determination or calculation in respect of Schedule 6 (*NTL Allocation and Scale-back Mechanics*), including any definitions in respect thereof, (i) such determination or calculation shall be made on the basis of USD and (ii) Commitments (including, for the avoidance of doubt, any "Underlying Commitment" or "NTL Electing Party Underlying Commitments" (as defined in Schedule 6 (*NTL Allocation and Scale-back Mechanics*))) denominated in GBP shall be converted to USD using an exchange rate of GBP 1 = USD 1.3455.

3. Execution by Participants

- 3.1 Each Participant is party to this Lock-up Agreement only in its capacity as a Creditor and solely in respect of its Locked-up Commitments, and, if applicable, in its capacity as an IFL Participant and in respect of its IFL Locked-up Commitments, and not in any other capacity or in respect of any other debt or other instrument. Each IFL Participant that is not a Participant is party to this Lock-up Agreement only in their capacity as an IFL Participant in accordance with the terms hereof.
- 3.2 For the avoidance of doubt, where a Participant or IFL Participant enters into or accedes to this Lock-up Agreement only through a Specified Business Unit (as specified in its signature page to this Lock-up Agreement or any Deed of Accession), the terms of this Lock-up Agreement shall apply only to that Specified Business Unit and not to any other department, division, or business unit within that legal entity which has not signed or acceded to this Lock-up Agreement (in accordance with the terms of this Lock-up Agreement) separately in respect of any Commitments or Interim Facility Commitments (as relevant) or any other instrument and, therefore, that Participant or IFL Participant (as relevant) shall not be required to procure compliance with this Lock-up Agreement or make any representation for or on behalf of such other departments, divisions, or business units within that legal entity and such other departments, divisions, or business units within that legal entity shall not have the benefit of any of the terms of this Lock-up Agreement. Where a Participant or IFL Participant is acting through one or more Specified Business Units and (i) that Participant transfers its Locked-up Commitments and corresponding NTL LUA Commitments, or (ii) that IFL Participant transfers its IFL Locked-up Commitments, in each case to another Specified Business Unit within that legal entity, this shall constitute a "Transfer" or an "IFL Transfer" (as applicable) pursuant to paragraph 9 and the relevant Participant or IFL Participant and Specified Business Unit(s) shall comply with paragraph 9 in respect of any such Transfer or IFL Transfer.
- 3.3 Where an investment advisor or manager enters into or accedes to this Lock-up Agreement on behalf of funds or accounts it advises or manages which are Creditors or IFL Participants (a "**Specified Fund or Separate Account**"), each such Specified Fund or Separate Account shall

be deemed to be a Party to this Lock-up Agreement as a Participant or IFL Participant (as relevant) and each Party will have recourse to such Specified Fund or Separate Account in its capacity as Participant or IFL Participant (as relevant). This Lock-up Agreement shall apply only to the investment advisor or manager with respect to that Specified Fund or Separate Account and will not apply to any other fund or account advised or managed by that investment advisor or manager or to its or their Affiliates and any funds or accounts advised or managed by its or their Affiliates.

3.4 To the extent that any investment manager, investment advisor, depository, agent and/or custodian (as applicable) is executing this Lock-up Agreement on behalf of any Participant or IFL Participant, each other Party acknowledges that:

- (A) the relevant investment manager, investment advisor, depository, agent and/or custodian (as applicable) is not executing this Lock-up Agreement in any personal capacity;
- (B) the relevant investment manager, investment advisor, depository, agent and/or custodian (as applicable) is executing this Lock-up Agreement pursuant to, and to the extent of its authority to act in such capacity on behalf of any Participant or IFL Participant (as relevant); and
- (C) the relevant investment manager, investment advisor, depository, agent and/or custodian (as applicable) does not make any representations, warranties or undertakings of any kind in any personal capacity to any Party, and shall have no personal liability whatsoever to any Party, under or in connection with this Lock-up Agreement, and no Party will have any recourse to it in any personal capacity in any way whatsoever.

3.5 For the avoidance of doubt, the Agent has executed this Lock-up Agreement for the sole purpose of (i) confirming the waivers granted pursuant to paragraph 5.2 and paragraph 7 and (ii) acknowledging the restriction on transfers of the Commitments at the times and on the terms set out in paragraph 9, and shall otherwise have no rights, liability or obligations under this Lock-up Agreement.

4. Introduction

4.1 You have been sent this Lock-up Agreement in your capacity as a Creditor (or, in respect of the Interim Facility Commitments, an IFL Participant). Scheduled to this Lock-up Agreement at Schedule 3 (*Agreed Form Documents*) are the Agreed Form Documents.

4.2 Whilst the intention remains to implement the Transaction consensually outside of the Creditor Scheme, the requisite approvals from the Creditors in respect of the Transaction may be required to be sought through a Creditor Scheme.

4.3 The Parent Company and JWGHIL each considers that the Transaction and the Acquisition are the optimal route to provide a platform to refinance the amounts outstanding under the Principal

Financing Agreements, and are in the best interests of the Group, the Creditors, the Group's other creditors, shareholders and stakeholders.

4.4 We are at your disposal to answer any questions that you may have regarding the Transaction, the Creditor Scheme or this Lock-up Agreement. Alternatively, please feel free to address any questions to:

(A) in respect of the RCF Creditors, the Term Loan Creditors or IFL Participants, the Bank Advisers
[REDACTED] and [REDACTED];
and

(B) in respect of the NPA Creditors, the NPA Creditor Advisers
([REDACTED] and [REDACTED]).

4.5 We are writing to you to ask that, by counter-signing a copy of this Lock-up Agreement, you commit to support the Transaction (including, if required, through the Creditor Scheme) in accordance with, and subject to, the terms of this Lock-up Agreement. You are requested to return a counter-signed copy of this Lock-up Agreement by email to:

The Parent Company	[REDACTED] [REDACTED]
<u>Copied to:</u>	Slaughter and May ([REDACTED])

5. Effectiveness

5.1 Subject to paragraph 5.2, this Lock-up Agreement shall become binding on all Parties on the date on which:

(A) RCF Creditors, Term Loan Creditors and NPA Creditors that (i) hold (in aggregate) Locked-up Commitments the aggregate amount of which equates to at least 75 per cent. of the aggregate of (a) the Total Commitments under each of the RCF and Term Loan and (b) the outstanding principal amount of the 2014 Notes, the 2018 Notes and the 2019 Notes and (ii) represent a majority in number of the Creditors have counter-signed and delivered to the Parent Company a copy of this Lock-up Agreement; and

(B) Creditors representing each of the:

(i) RCF Group Majority;

- (ii) Term Loan Group Majority;
- (iii) 2014 NPA Group Majority;
- (iv) 2018 NPA Group Majority; and
- (v) 2019 NPA Group Majority,

have each provided their consent to the requests set out in paragraphs 7.1, 7.2 and 7.4 either (x) in respect of the NPA Creditors, by counter-signing and delivering to the Parent Company a copy of this Lock-up Agreement, or (y) in respect of the RCF Creditors and the Term Loan Creditors, (a) by instructing (which instruction shall be deemed to have been provided by such party's counter-signature of this Lock-up Agreement) the Agent to counter-sign and deliver to the Parent Company a copy of this Lock-up Agreement and (b) in accordance with such instructions, by the Agent counter-signing and delivering to the Parent Company a copy of this Lock-up Agreement;

- (C) each of the following agreements has become fully effective in accordance with its terms, save, in each case, for any condition which relates to the effectiveness of this Lock-up Agreement:
 - (i) the EGF Lock-up Agreement;
 - (ii) the [REDACTED] Lock-up Agreement;
 - (iii) each Transaction Consent Letter;
 - (iv) the PNG Lock-up Agreement;
 - (v) the [REDACTED] Commitment Letter; and
 - (vi) the Sidara Completion Funding Commitment Letter;
- (D) the Interim Facility has been duly executed, dated and released;
- (E) the aggregate of the NTL Maximum Commitments pursuant to the duly executed and delivered NTL Commitment Letters is equal to or greater than USD 200 million;
- (F) the 2.7 Announcement has been published;
- (G) all lenders under the Interim Facility have counter-signed and delivered to the Parent Company a copy of this Lock-up Agreement (such that, on the Lock-up Agreement Effective Date 100 per cent of the Interim Facility Commitments will constitute "IFL Locked-up Commitments");

- (H) the Parent Company has provided evidence satisfactory to the Creditor Advisers that the outstanding invoices in respect of the fees, costs, expenses and disbursements of the Creditor Advisers, issued on or prior to 5pm (BST) on 22 August 2025 by the Creditor Advisers in connection with the Transaction have been or will be paid by the Parent Company and/or a member of the Group; and
- (I) the Creditor Advisers have been provided with a fully executed, dated and released copy of the Sidara Initial Funding Facility Agreement,

(such date being, the “**Lock-up Agreement Effective Date**”).

5.2 Paragraphs 7.1, 7.2 and 7.4 shall become binding in accordance with the terms of the applicable Principal Financing Agreements on the date on which Creditors representing:

- (A) the RCF Group Majority;
- (B) the Term Loan Group Majority;
- (C) the 2014 NPA Group Majority;
- (D) the 2018 NPA Group Majority; and
- (E) the 2019 NPA Group Majority,

have each provided their consent to the request set out in paragraphs 7.1, 7.2 and 7.4 either (i) in respect of the NPA Creditors, by counter-signing and delivering to the Parent Company a copy of this Lock-up Agreement, or (ii) in respect of the RCF Creditors and the Term Loan Creditors, (a) by instructing (which instruction shall be deemed to have been provided by such party's counter-signature of this Lock-up Agreement) the Agent to counter-sign and deliver to the Parent Company a copy of this Lock-up Agreement and (b) in accordance with such instructions, by the Agent counter-signing and delivering to the Parent Company a copy of this Lock-up Agreement.

5.3 As soon as reasonably practicable (and in any event, within 1 Business Day) after the Lock-up Agreement Effective Date has occurred, the Parent Company will procure that a written notice is delivered to each of the Creditor Advisers stating that the Lock-up Agreement Effective Date has occurred.

5.4 The Parent Company will procure that a written notice is delivered to each of the Creditor Advisers confirming that the EGF Lock-up Agreement, the [REDACTED] Lock-up Agreement, the PNG Lock-up Agreement and the Sidara Completion Funding Commitment Letter have become fully effective in accordance with their terms as soon as reasonably practicable (and in any event within 2 Business Days) following the date that each such agreement has become effective.

5.5 The Parent Company will promptly (and in any event within 2 Business Days of such awareness) procure that a written notice is delivered to each of the Creditor Advisers upon

becoming aware that all the Creditors have become party to this Lock-up Agreement as Participants, such that the Creditor Scheme is not required (such notice, the “**Consensual Implementation Route Notice**”). Upon delivery of the Consensual Implementation Route Notice, for so long as the Consensual Implementation Route is applicable, any provisions relating to the Creditor Scheme (including obligations or termination rights in respect thereof) shall cease to apply to any Party.

6. Undertakings

- 6.1 By countersigning this Lock-up Agreement, each of the Parent Company and JWGHLL undertakes to comply, and the Parent Company undertakes to procure compliance by each other member of the Group, with the terms of this Lock-up Agreement.
- 6.2 Subject to the terms of this Lock-up Agreement, each Party undertakes to (and to instruct its respective advisers to) negotiate in good faith and use reasonable endeavours to agree and finalise the Definitive Documents, other than the Agreed Form Documents, in a form which is consistent in all material respects with the Agreed Form Documents and the Agreed Security Principles, in order to implement and consummate the Transaction (including, as required, through the Creditor Scheme) as soon as reasonably practicable and, in any event, before the Long-Stop Date.
- 6.3 Not later than the date falling five (5) Business Days after delivery of the Consensual Implementation Route Notice (the “**Consensual Implementation Route NTL Commitment Deadline**”), and unless the voting record date for the formal creditor meeting as part of the Creditor Scheme has occurred, a Creditor wishing to participate in the New Term Loan Facility may deliver to the Parent Company an NTL Commitment Letter specifying the amounts of its NTL Maximum Commitment, provided they have not previously submitted an NTL Commitment Letter and notwithstanding that such Creditor may have delivered a signature page to this Lock-up Agreement that indicated that such Creditor did not wish to participate in the New Term Loan Facility (in which case any such election of the Creditor in its signature page will be superseded by the elections set out in its NTL Commitment Letter).
- 6.4 Promptly following the Consensual Implementation Route NTL Commitment Deadline, the Parent Company shall (in consultation with the Parent Company Financial Adviser) calculate the NTL Commitment of each NTL Electing Party, and identify the NTL Participants in accordance with Schedule 6 (*NTL Allocation and Scale Back Mechanics*) and promptly circulate a populated copy of the NTL Commitments Table to the Creditor Financial Advisers.
- 6.5 Promptly and in any case within two (2) Business Days after delivery of the NTL Commitments Table as set out in paragraph 6.4 above, each Creditor Financial Adviser shall:
- (A) confirm sign-off on the NTL Commitments Table; or
 - (B) request any changes, provided that any such request may only be made insofar as it relates to any error and/or failure in the computations noted above and provided further that any such changes shall be discussed in good faith between the Parent Company,

the Parent Company Financial Adviser and the Creditor Financial Advisers and, if agreed, promptly reflected by the Parent Company Financial Adviser through delivery of an updated NTL Commitments Table,

such NTL Commitments Table, being an “**Agreed Form NTL Commitments Table**”. The Agreed Form NTL Commitments Table shall promptly be circulated by the Parent Company to each NTL Participant and each of the Creditor Advisers.

- 6.6 Each Party undertakes to, as soon as reasonably practicable following agreement pursuant to paragraph 6.5 above, enter into the A&E Implementation Deed, the other Agreed Form Documents and Definitive Documents (in each case in accordance with the terms of the A&E Implementation Deed).
- 6.7 Each of the Parent Company (on behalf of itself and each other member of the Group) and JWGHL undertakes:
- (A) to promptly take all actions in its power, vote in favour of any matter, and execute and/or deliver (as applicable) any document to which it is a party (including any Agreed Form Document and any other Definitive Document agreed in accordance with paragraph 6.2 to which it is a party) that is necessary or desirable to support, facilitate, implement, consummate or otherwise give effect to (i) the Transaction (including, if required, through the Creditor Scheme) before the Long-Stop Date and (ii) the Acquisition, and to co-operate with the Participants and the Creditor Advisers in the implementation of the Transaction (including, if required, through the Creditor Scheme) and the Acquisition;
 - (B) to co-operate with and assist the other Parties to support, facilitate, implement or consummate or otherwise give effect to all or any part of the Transaction (including, if required, through the Creditor Scheme) including (subject in each case to having first executed any requisite hold harmless letter, non-reliance letter or confidentiality agreement in a form acceptable to the Parent Company in its sole discretion):
 - (i) making such senior management and other representatives of the Parent Company and JWGHL as the Creditor Advisers may reasonably request available to discuss and assist with matters relating to the implementation or consummation of the Transaction at such reasonable times and on reasonable notice as the Creditor Advisers may reasonably request; and
 - (ii) promptly complying with all reasonable requests for information in respect of the implementation or consummation of the Transaction or the Acquisition from the Creditor Advisers;
 - (C) if JWGHL commences a Creditor Scheme, not to submit to the Scottish Court or otherwise post or file (i) the Creditor Scheme Document required in connection with the Creditor Scheme other than in the Agreed Form or (ii) any other Creditor Scheme Documentation in connection with the Creditor Scheme without having first (a) provided

the Creditor Advisers with a draft of each of the Creditor Scheme Documentation, (b) entered into good faith negotiations regarding the form and substance of such Creditor Scheme Documentation and (c) used its reasonable endeavours to agree the form of such Creditor Scheme Documentation with the Creditor Advisers as soon as reasonably practicable in a form consistent in all material respects with this Lock-up Agreement and the Agreed Form Documents;

- (D) to promptly (and in any event within 3 Business Days) notify the Participants and the Creditor Advisers if it becomes aware of a fact or circumstance that constitutes a breach of a representation or warranty given by it under this Lock-up Agreement or which has caused, or would or might cause, any representation or warranty given by it to become inaccurate or misleading in any material respect at any time (together with full details of such breach);
- (E) to promptly (and in any event within 3 Business Days) notify the Participants and the Creditor Advisers if it becomes aware of any failure to comply, or of any facts or circumstances which would or might reasonably cause a failure to comply, with any term of this Lock-up Agreement by the Parent Company, JWGH L or any member of the Group (together with full details of such failure);
- (F) to promptly (and in any event within 3 Business Days) notify the Participants and the Creditor Advisers if it becomes aware of any facts or circumstances arising which would or might reasonably (i) give rise to a right to terminate this Lock-up Agreement pursuant to paragraph 11.1 below or (ii) cause this Lock-up Agreement to terminate automatically pursuant to paragraph 11.2 below;
- (G) to promptly (and in any event within 2 Business Days) notify the Participants and the Creditor Advisers if any of (i) the EGF Lock-up Agreement, (ii) the [REDACTED] Lock-up Agreement, (iii) the Sidara Initial Funding Facility, (iv) the Sidara Completion Funding Commitment Letter, (v) the PNG Lock-up Agreement, or (vi) the [REDACTED] Commitment Letter is terminated or terminates in accordance with its terms, or if it becomes aware of any facts or circumstances which would or might reasonably give rise to a right to terminate or cause termination of the foregoing;
- (H) to promptly (and in any event within 2 Business Days) notify the Participants and the Creditor Advisers if a default, event of default or draw-stop event (in each case, howsoever described) has occurred or if it becomes aware of any facts or circumstances which would or might reasonably give rise to a default, event of default or draw-stop event (in each case, howsoever described) under the Interim Facility;
- (I) not to take any action that is inconsistent in any material respect with the Transaction, the Creditor Scheme or this Lock-up Agreement (including, but not limited to, formulating, encouraging, procuring or otherwise supporting or making effective any alternative agreement for the implementation of the Transaction or alternative proposal to address the matters contemplated by the Agreed Form Documents, or otherwise engaging in any discussions or taking any action which would, or would reasonably be

expected to, materially delay or impede any approvals for the Transaction), or delay, impede, frustrate, interfere with or prevent the implementation or completion of all or any part of the Transaction;

- (J) not to assign, transfer or otherwise deal with any of its rights or obligations under this Lock-up Agreement;
- (K) to promptly (and in any event within 5 Business Days) notify the Participants and the Creditor Advisers if any litigation, arbitration or other proceedings or disputes are commenced or threatened in writing against any member of the Group, and which could, if adversely determined, reasonably be expected to have a Material Adverse Effect;
- (L) to promptly (and in any event within 3 Business Days) notify the Participants and the Creditor Advisers if any administrative, governmental, regulatory or other investigations or proceedings are commenced or threatened in writing against any member of the Group in relation to the Transaction and/or the Creditor Scheme;
- (M) to promptly (and in any event within 3 Business Days) notify the Participants and the Creditor Advisers on receipt of any notice from a counterparty to a material commercial contract or material joint venture agreement that it intends to terminate, or has terminated, such commercial contract or joint venture agreement, or that it intends to exercise, or has exercised, rights under such commercial contract or joint venture agreement;
- (N) to keep the Participants and the Creditor Advisers reasonably updated and informed with respect to the status of obtaining consents and/or waivers (if applicable) from counterparties to commercial contracts or joint venture agreements in respect of any (potential) trigger under the relevant contract or agreement as set out in the counterparty strategy engagement note dated 25 July 2025;
- (O) to keep the Participants and the Creditor Advisers updated and informed with regards to any material developments in connection with the Transaction (including, as required, through the Creditor Scheme) and the Acquisition, including, without limitation, as to the status of the Shareholder Scheme, and where permitted in accordance with applicable law and regulation:
 - (i) the status of regulatory consents and approvals required in respect of the Acquisition; and,
 - (ii) any material discussions with the Takeover Panel in relation to the implementation of the Acquisition;
- (P) on a timely basis, prepare and file, or instruct the Parent Company's or JWGH's legal counsel to prepare and file, any applications or documents to any court, regulator, government body or other authority, or support any legal process or proceedings,

necessary or desirable to implement and/or consummate the Transaction (including, as required, through the Creditor Scheme) and the Acquisition;

- (Q) to keep the Participants and the Creditor Advisers updated and informed with regards to any other material actions taken in connection with the Transaction (including, as required, through the Creditor Scheme) or the Acquisition;
- (R) to keep, on a reasonably regular basis, the Creditor Advisers informed in relation to the status of the Transaction, including the number of Participants that have signed or acceded to this Lock-up Agreement, the aggregate amount of Locked-up Commitments held by Participants and the aggregate amount of NTL Maximum Commitments and elections to participate in the New Term Loan Facility;
- (S) to keep the Participants and the Creditor Advisers regularly updated and informed in relation to discussions with the Group's Auditors including in respect of the status and progress of the publication of the Group's FY24 Accounts, planning for future audits and satisfaction of the Audited Accounts Conditionality in the 2.7 Announcement;
- (T) to the extent a non-executive director or separation project manager appointed in accordance with the June Waiver Letters and July Waiver Letters resigns, and, as a result thereof, there is not at least one non-executive director and one separation project manager appointed in respect of the Parent Company that has previously been communicated to the Participants (whether in such capacity or in their capacity as Creditors) and Creditor Advisers, to use all reasonable commercial endeavours to appoint a replacement non-executive director or separation project manager on the basis of equivalent undertakings and conditions as set out in the June Waiver Letters;
- (U) to use reasonable endeavours to maintain the composition of the strengthened finance and treasury functions of the Group pursuant to the undertakings and conditions as set out in the June Waiver Letters, and to the extent that the CFO for central costs, the president for Financing Planning and Analysis or the group financial controller appointed in accordance with the June Waiver Letters resigns, and, as a result thereof, there is not at least one of each of CFO for central costs, president for Financing Planning and Analysis and the group financial controller in respect of the Parent Company that has previously been communicated to the Participants (whether in such capacity or in their capacity as Creditors) and Creditor Advisers, to use all reasonable commercial endeavours to appoint a replacement CFO for central costs, the president for Financing Planning and Analysis or the group financial controller on the basis of equivalent undertakings and conditions as set out in the June Waiver Letters;
- (V) to prepare and deliver to the Participants and the Creditor Advisers no later than 30 September 2025 (or such later date as agreed to between the Parent Company, JWGH and the Majority Participants) a detailed plan (including a set of carve-out milestones and a plan and milestones for the granting of security in respect of the Group's business units once separation work has completed) to separate and grant security over parts of the Group's business identified as disposal candidates in order to

protect the interests of creditors in the event of a Plan B Trigger Event (the “**Separation Plan**”);

- (W) to commence and facilitate any separation work and / or granting of security in accordance with the Agreed Security Principles in respect of Swaggart Logging & Excavation LLC, Wood Transmission and Distribution Limited, the Fired Heaters and Technology business, the Industrial Power (Boilers) business, and, only to the extent that any sale process in respect of such businesses by the Group that is ongoing as at the Lock-up Agreement Effective Date is terminated, the Emmitt Business and the Group's interests in RWG and to consult with and keep the Creditor Advisers updated and informed with regards to any material developments in respect of such separation;
- (X) to convene all meetings of its creditors, shareholders and/or directors which are necessary or desirable to consider any resolutions or decisions in relation to the Transaction or the Acquisition, including specific approvals as are required for the implementation of the Transaction or the Acquisition;
- (Y) to keep the Participants and the Creditor Advisers regularly updated and informed with regards to satisfaction of the 2.7 Conditions, and to promptly (and in any event within 3 Business Days) notify the Participants and the Creditor Advisers in the event that the Parent Company becomes aware that any of the 2.7 Conditions have been triggered or invoked, or upon becoming aware of any facts or circumstances which would or might reasonably lead to the 2.7 Conditions being triggered or invoked;
- (Z) to promptly (and in any event within 2 Business Days) notify Participants and the Creditor Advisers in the event that the Parent Company becomes aware that any Plan B Trigger Event has occurred, or upon becoming aware of any facts or circumstances which would or might reasonably lead to a Plan B Trigger Event occurring;
- (AA) to provide to the Participants and the Creditor Advisers within 28 days after the end of each calendar month, the unaudited consolidated management accounts of the Group for that calendar month;
- (BB) to keep the Participants and the Creditor Advisers regularly updated with regards to:
 - (i) progress made in respect of the implementation of the Parent Company's remediation plan in respect of the Group's financial governance and culture;
 - (ii) changes in members of the Senior Management Team; and
 - (iii) following the occurrence of a Plan B Trigger Event (which has not, if relevant, been waived in accordance with any applicable Definitive Documentation), any contingency planning undertaken by the Parent Company, including considering potential disposals and alternative capital or equity raising processes;

- (CC) to keep the Participants and the Creditor Advisers regularly updated and informed of:
- (i) material developments with regards to entry into the [REDACTED] Credit Facility and negotiation of the associated long form documentation, without prejudice to any of the provisions (including the Parent Company's obligations) contained in the [REDACTED] Consent Letters; and
 - (ii) if it becomes aware of any change in the status of Sidara's receipt of irrevocable shareholder undertakings in respect of the Shareholder Scheme, provided that this shall only apply on an aggregate basis and shall not require the Parent Company to identify any shareholder or disclose its shareholding;
- (DD) to, as soon as reasonably practicable upon request, provide to the Creditor Advisers such information as they may reasonably request regarding the status of documenting and entry into the [REDACTED] Credit Facility and to provide to the Creditor Advisers copies of final form documentation in relation to the [REDACTED] Credit Facility;
- (EE) promptly to notify and provide information to the Creditor Advisers in respect of any change or addition to the terms contemplated by the [REDACTED] New Term Sheet, following which the Company shall consult in good faith with the Creditor Advisers to determine whether such change or addition is a Material [REDACTED] Enhancement (as defined below), in which case the Company must obtain the consent of the RCF Group Majority, the Term Loan Group Majority, the 2014 NPA Group Majority, the 2018 NPA Group Majority and the 2019 NPA Group Majority before agreeing such change or addition to the terms contemplated by the [REDACTED] New Term Sheet;
- (FF) where an appeal against the Creditor Scheme has been made and is subsisting:
- (i) to promptly (and in any event within 2 Business Days) notify the Creditor Advisers that the appeal has been made and, once available, a summary of the grounds of appeal;
 - (ii) to consult in good faith with the Participants and the Creditor Advisers on a regular basis with regards to the Parent Company's and JWGH's approach in relation to the handling of any such appeal;
 - (iii) to keep the Participants and the Creditor Advisers regularly updated and informed with respect to the status and progress of any such appeal; and
 - (iv) to provide the Participants and the Creditor Advisers, by no later than 30 days after the later of (x) date of any such appeal being made, and (y) 30 September 2025 (or such later date as agreed to between the Parent Company, JWGH and the Majority Participants), the Recapitalisation Plan (and thereafter shall consult with the RCF Creditors, Term Loan Creditors and NPA Creditors with respect to the Recapitalisation Plan); and

- (GG) keep the Participants and the Creditor Advisers reasonably updated and informed with respect to the status of the FCA Investigation,

in each case (as applicable), provided that such undertakings shall not require any member of the Group to disclose any information or document (i) where any member of the Group is bound by a duty of confidentiality in relation to such information, (ii) 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, (iii) 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, (iv) where the provision of such information is restricted by applicable law, regulation or the rules of any applicable exchange, or, with respect to the undertaking at paragraph 6.7(GG), above where the FCA has not provided its explicit written consent for the disclosure of such information.

- 6.8 Where permitted to do so by applicable law, rule and regulation, the Parent Company undertakes to provide an extract of any draft announcement directly relating to this Lock-up Agreement or any agreement with the Participants in respect of the terms of the Transaction to the Creditor Advisers not less than 24 hours prior to its issuance.
- 6.9 Each Participant undertakes, subject to the terms of this Lock-up Agreement, promptly to take all actions (within its power) necessary or desirable (including such action reasonably requested by the Parent Company and/or JWGHIL in writing) to support, facilitate, implement, consummate or otherwise give effect to all or any part of the Transaction (including, if required, through the Creditor Scheme) (including pursuant to the Agreed Form Documents), such action to include (without limitation):
- (A) to comply with any written request for information which the Parent Company and/or JWGHIL reasonably considers to be necessary or desirable to give effect to or implement the Transaction (including, as required, through the Creditor Scheme);
 - (B) if requested by the Parent Company and/or JWGHIL, to instruct its legal advisers to provide such assistance or information as may be reasonably necessary to support petitions or applications to the Scottish Court (or any other court or administrative or regulatory body in respect of any application for recognition of the Creditor Scheme), in connection with or which are reasonably necessary or desirable to facilitate, implement or otherwise give effect to the Transaction (including, as required, through the Creditor Scheme);
 - (C) to execute and deliver (or authorise a person to execute and deliver on its behalf), as soon as reasonably practicable and, in any event, within any applicable or reasonably requested time period, the Agreed Form Documents and any other Definitive Documents agreed in accordance with paragraph 6.2 to which it is a party, together with any notice, order or direction necessary or desirable to support, facilitate, implement, consummate or otherwise give effect to all or any part of the Transaction (including, as required, through the Creditor Scheme), provided that this shall not

include the granting of any power of attorney in favour of any third party other than pursuant to the Creditor Scheme or any Agreed Form Documents (as relevant);

- (D) in a Creditor Scheme Route, to elect to participate, pursuant to the Creditor Scheme (including, without limitation, pursuant to any Creditor Scheme Documentation), in the New Term Loan Facility in an amount equal to the amount of the NTL Maximum Commitment (if any) specified in such Participant's NTL Commitment Letter, provided that such NTL Maximum Commitment shall be capped at the amount necessary to elevate the entirety of that Creditor's Commitments (excluding its Interim Facility Commitment) and subject to any adjustments pursuant to the Creditor Scheme (which shall reflect the calculations as set out in Schedule 6 (*NTL Allocation and Scale Back Mechanics*) of this Lock-up Agreement, save for any necessary technical amendments insofar as required to reflect that the calculations will be conducted under the Creditor Scheme);
- (E) in a Consensual Implementation Route, to:
 - (i) participate in the New Term Loan Facility in an amount equal to the amount of the NTL Maximum Commitment (if any) specified in such Participant's NTL Commitment Letter, provided that such NTL Maximum Commitment shall be capped at the amount necessary to elevate the entirety of that Creditor's Commitments (excluding its Interim Facility Commitment) and subject to any adjustments pursuant to Schedule 6 (*NTL Allocation and Scale Back Mechanics*); and
 - (ii) as soon as reasonably practicable and, in any event, within any applicable or reasonably requested time period (and subject to the remainder of this paragraph 6), enter into the New Term Loan Facility Agreement, the A&E Implementation Deed and any other relevant Definitive Documents in their capacity as NTL Participants (where applicable);
- (F) not to take, encourage, direct, instruct, assist or support (or procure that any other person takes, encourages, directs, instructs, assists or supports) directly or indirectly any action that would, or would reasonably be expected to, breach or be inconsistent in any material respect with the Transaction, the Creditor Scheme, this Lock-up Agreement or the Agreed Form Documents (taken as a whole), or delay, impede, frustrate, interfere with or prevent the implementation or completion of all or any part of the Transaction (including, as required, through the Creditor Scheme) including but not limited to:
 - (i) initiating, or having initiated on its behalf, any litigation or proceeding of any kind with respect to this Lock-up Agreement or all or any part of the Transaction and/or Creditor Scheme contemplated herein and in the Agreed Form Documents against the other Parties other than to enforce this Lock-up Agreement or any Definitive Documents or as otherwise permitted under or contemplated by this Lock-up Agreement;

- (ii) formulating, encouraging, promoting, proposing, filing, procuring, voting for or otherwise supporting any alternative transaction to the Transaction or otherwise taking any action which would materially delay or impede any approvals for the Transaction;
 - (iii) filing any motion, pleading, or other document with any court that, in whole or in part, is not materially consistent with this Lock-up Agreement, any Agreed Form Document or all or any part of the Transaction; or
 - (iv) challenging, objecting to, or appealing (or encouraging or supporting any challenge or objection to or appeal of) any Creditor Scheme;
- (G) to vote, or procure the vote (including causing the relevant person to vote to the extent it is legally entitled to cause that person to vote) in respect of all its Locked-up Commitments, and exercise any powers or rights available to it, irrevocably and unconditionally in favour of:
 - (i) the Creditor Scheme; and
 - (ii) any amendment or modification to the Creditor Scheme, or any adjournment to any Creditor Scheme Meeting, in each case which (a) has been (x) agreed by the Parent Company or JWGH (as relevant) and (y) approved by the Scottish Court, and (b) is not inconsistent with the Transaction or its implementation or, where not envisaged in this Lock-up Agreement or any Agreed Form Document, is not materially prejudicial to any of the Creditors as determined by each of the RCF Group Majority, the Term Loan Group Majority and the NPA Creditor Majority (acting reasonably);
- (H) not to assign, transfer or otherwise deal with any of its rights or obligations under this Lock-up Agreement other than in accordance with paragraph 9;
- (I) to provide any instructions, notices, orders or directions that are necessary or desirable to support, facilitate, implement, consummate or otherwise give effect to all or any part of the Transaction (including, as required, through the Creditor Scheme), provided that this shall not include the granting of any power of attorney in favour of third parties other than pursuant to the Creditor Scheme or any Agreed Form Documents; and
- (J) to exercise any powers or rights available to it, as reasonably requested by the Parent Company and/or JWGH, in support of the Transaction (including, if required, through the Creditor Scheme),

in each case (as applicable), provided that such undertakings shall not require any Participant to disclose (or to instruct the Creditor Advisers to disclose) any information or document (i) where such Participant is bound by a duty of confidentiality in relation to such information, or (ii) over which such Participant may assert any legal professional privilege nor to waive or forego the benefit of any applicable legal professional privilege.

6.10 Without prejudice to the rights contained in paragraph 11 of this Lock-up Agreement, nothing in this Lock-up Agreement will:

- (A) require any Party to execute any Definitive Documents that includes any provision or brings into effect any document that is not consistent in all material respects with this Lock-up Agreement and the Agreed Form Documents, unless such inconsistency has been agreed pursuant to and in accordance with this Lock-up Agreement;
- (B) require any Party to breach or contravene any law or regulation applicable to it (including, without limitation, the Takeover Code) or any order or direction of any competent court, regulator (to whose jurisdiction such Party is subject) or Governmental Body;
- (C) require any Party or any member of the Group to take any action, or omit to take any action, if doing so is reasonably likely (on the basis of written legal professional advice received) to result in any officer or director of that entity incurring personal liability or sanction due to a breach of its legal or fiduciary duties or obligations as officer or director of such entity, provided that, where lawful, the relevant Party or member of the Group shall give as much notice as is reasonably possible to the Participants of its intended actions or lack of action;
- (D) restrict, or attempt to restrict, any officer or director of any member of the Group from complying with any fiduciary or other duty, or any legal obligation to commence insolvency proceedings in respect of any member of the Group, where such officer or director reasonably considers (on the basis of written legal professional advice received by that officer or director or the Group entity over which the officer or director is appointed) that it is required to do so by any law, regulation or fiduciary duty, in which case such officer or director may accordingly take any steps which may be necessary to comply with such law, regulation or fiduciary duty and the Parent Company and/or JWGHL shall (or the Parent Company shall procure that the relevant Group company will) give as much notice as is reasonably practicable to the Creditors of any intention by it or any member of the Group or any of their respective officers or directors to take any such action. For the avoidance of doubt, no officer or director of any member of the Group shall be required to disclose any such written legal advice received by that officer or director or the Group entity over which the officer or director is appointed if they determine that disclosing such information would cause some or all of that information to cease to be covered by legal privilege;
- (E) require any Party (other than the Parent Company and/or JWGHL) to incur out of pocket costs or expenses in connection with the Transaction (including, if required, through the Creditor Scheme) which are not to be reimbursed by the Parent Company, save where such Party has otherwise agreed to be liable for such costs or expenses;
- (F) require any Party to enter into or join any litigation or dispute resolution proceedings or take any steps or actions which may, in the reasonable opinion of the relevant Party, adversely affect its prospects in, or liability in relation to, any actual or prospective

litigation or dispute resolution proceedings (other than the Creditor Scheme) in relation to the Transaction;

- (G) require any Participant (in its capacity as such) to make any additional equity or debt financing available to any member of the Group unless otherwise expressly contemplated in the Transaction and agreed in this Lock-up Agreement, the Interim Facility, any NTL Commitment Letter and the Agreed Form Documents;
 - (H) require any Party to take any steps which are not expressly contemplated in the Interim Facility, Agreed Form Documents or this Lock-up Agreement and which it reasonably believes would give rise to liability to it;
 - (I) require a Participant to fail to comply with any restriction in any Debt Document applicable to it (which, in the case of an IFL Participant, shall include the Interim Facility); or
 - (J) require any Participant to (i) take any action that it reasonably and in good faith considers would materially impact its reputation in any material respect or (ii) take any action not within its control, provided in each case that this shall not apply in respect of paragraphs 6.9(B) to 6.9(J) of this Lock-up Agreement.
- 6.11 Without prejudice to any confidentiality, non-disclosure or other restriction on any Participant or IFL Participant restricting or conditioning the disclosure of information relating to the Parent Company, the Group, this Lock-up Agreement, the Transaction (including, if required, through the Creditor Scheme) or the Acquisition, nothing in this Lock-up Agreement will prevent any Participant or IFL Participant from providing debt financing or equity capital, entering into derivative transactions or providing other services (including advisory services) or from carrying on its activities in the ordinary course and providing services to clients (including to others who may have a conflicting interest in relation to the Transaction, provided that this shall not limit such Participant's or IFL Participant's obligations under this Lock-up Agreement in respect of its Locked-up Commitments and, if applicable, NTL LUA Commitments or IFL Locked-up Commitments as relevant).
- 6.12 Each IFL Participant agrees to comply with the provisions of paragraphs 6.2, 6.6 and 6.9 mutatis mutandis as if they were a Participant, subject, in each case to, paragraphs 6.9(D), 6.9(E) and 6.9(G) not applying to the IFL Participants (in such capacity).
- 6.13 The Parent Company agrees to pay, or procure the payment of the Catch-up Fee to any Creditor who did not receive any March Consent Fee and who executes this Lock-up Agreement by no later than 29 August 2025, within five Business Days of the later of (i) the Lock-up Agreement Effective Date and (ii) the date on which the Creditor signs or accedes to this Lock-up Agreement, provided that:
- (A) no Creditor shall be entitled to receive any Catch-up Fee (i) if such Creditor has received any amount of the March Consent Fee or (ii) in respect of any Commitments

which were not, according to the Parent Company's books and records, held by such Creditor on 19 March 2025; and

- (B) for the avoidance of doubt, the Parties agree that any requirement under the March Waiver Letters or otherwise to make any payment equivalent to the Catch-up Fee to any other Creditor shall not apply in respect of the payment of the Catch-up Fee pursuant to this paragraph 6.13.

6.14 The Parent Company shall:

- (A) use reasonable endeavours to grant security, as soon as reasonably practicable (for the benefit of the lenders under the Interim Facility and, following the A&E Effective Date, the Secured Parties (as defined in the Intercreditor Agreement)) over (1) the Unpledged Bank Accounts or (2) such other bank accounts to provide security of substantially similar value, in each case where (A) such accounts are held by an Obligor (as defined in the Intercreditor Agreement) and (B) the nature, extent and scope of such security is consistent with the Interim Security, the Agreed Form Documents and the Agreed Security Principles;
- (B) if it has not been possible to grant such security prior to the A&E Effective Date, to take steps to unwind the Cash Pool and any related facilities or products necessary to facilitate the granting of the security in paragraph 6.14(A)(1) as soon as reasonably practicable, provided that such steps (1) do not adversely impact compliance with the Minimum Liquidity Requirements (as defined in the Amended and Restated RCF and subject to the terms thereof) and (2) allow the Group to transition to an alternative structure in an orderly manner; and
- (C) keep the Creditor Advisers reasonably updated in relation to any discussions in respect of the grant of security and the evaluation and development of orderly transition plans in respect of this paragraph.

6.15 Each Participant shall engage with the Parent Company in good faith to consider and develop any steps or actions reasonably required in relation to the matters referred to in paragraph 6.14 above, including any alternative or replacement structure (such as a zero balance account structure).

6.16 To the extent not otherwise paid prior to the Lock-up Agreement Effective Date, the outstanding invoices in respect of the fees, costs, expenses and disbursements of Local Counsel, issued on or prior to 5pm (BST) on 22 August 2025 in connection with the Transaction will be paid by the Parent Company and/or a member of the Group as soon as reasonably practicable.

6.17 Subject to the terms of this Lock-up Agreement, each of the Parties shall, and will instruct its professional advisers (including the Creditor Advisers) to, negotiate in good faith (including with Sidara) and to take such actions as are reasonably required to document and agree funding mechanics in respect of the New Term Loan Facility and the Sidara First Tranche Facility which implement (and are consistent with) the Escrow Principles, as soon as reasonably practicable

following the Lock-up Agreement Effective Date. For the avoidance of doubt, this shall include negotiating in good faith such amendments to the A&E Implementation Deed or any Definitive Document (in accordance with paragraph 10.4 of this Lock-up Agreement) as are necessary or desirable to implement, consummate or otherwise give effect to the Escrow Principles.

7. Consents and waivers

7.1 The Parent Company (for itself and as agent on behalf of each of the Obligor Entities) and each Participant, either (x) in respect of the NPA Creditors, by counter-signing and delivering to the Parent Company a copy of this Lock-up Agreement, or (y) in respect of the RCF Creditors and the Term Loan Creditors, by instructing (which instruction shall be deemed to have been provided by such party's counter-signature of this Lock-up Agreement) the Agent to counter-sign and deliver to the Parent Company a copy of this Lock-up Agreement, agrees that (or in the case of paragraph 7.1(J), consents to):

- (A) each of the March Waiver Letter, the April Waiver Letter, the June Waiver Letter and the July Waiver Letter shall be deemed to include the following new definition: **“Lock-up Agreement”** means the lock-up agreement entered into on or around 29 August 2025 between, among others, John Wood Group PLC, John Wood Group Holdings Limited and the “Participants” specified therein”;
- (B) the waivers granted pursuant to paragraph 3 (*Waivers*) of the March Waiver Letter (as amended by the April Waiver Letter, the June Waiver Letter and the July Waiver Letter), paragraph 3 (*Waivers*) of the April Waiver Letter (as amended by the June Waiver Letter and the July Waiver Letter), paragraph 3 (*Waivers*) of the June Waiver Letter (as amended by the July Waiver Letter) and paragraph 3 (*Waivers*) of the July Waiver Letter (together, the **“Precautionary Waivers”**) shall continue to apply during the **“Lock-up Extended Waiver Period”** (being the period from the Lock-up Agreement Effective Date to the date on which the Lock-up Agreement terminates in accordance with paragraph 11 below (other than paragraph 11.2(E)); and
- (C) accordingly:
 - (i) the definition of “Waiver Period” in paragraph 1.2 (*Introduction and interpretation*) of the March Waiver Letters be amended by replacing “31 August 2025” with “the end of the Lock-up Extended Waiver Period (as defined in the Lock-up Agreement)”;
 - (ii) the definition of “Extended Waiver Period” in paragraph 1.3 (*Introduction and interpretation*) of the April Waiver Letters be amended by replacing “31 August 2025” with “the end of the Lock-up Extended Waiver Period (as defined in the Lock-up Agreement)”;
 - (iii) the definition of “Further Extended Waiver Period” in paragraph 1.3 (*Introduction and interpretation*) of the June Waiver Letters be amended by

replacing “31 August 2025” with “the end of the Lock-up Extended Waiver Period (as defined in the Lock-up Agreement)”; and

- (iv) the definition of “Extended Waiver Period” in paragraph 1.3 (*Introduction and interpretation*) of the July Waiver Letters be amended by replacing “31 August 2025” with “the end of the Lock-up Extended Waiver Period (as defined in the Lock-up Agreement)”,
- (D) for the avoidance of doubt, if this Lock-up Agreement terminates as a result of the occurrence of the A&E Effective Date in accordance with paragraph 11.2(E), the Precautionary Waivers shall be permanent without the need for any further action by any person;
- (E) the conditions, undertakings and repeating representations (subject to any disclosure against such representations prior to, on or following the Lock-up Agreement Effective Date) granted at:
 - (i) paragraphs 4 (*Conditions*), 5 (*Information Undertakings*), 6 (*Additional Undertakings*), (with respect to the NPA March Waiver Letters) 7 (*Representations and warranties*) and (with respect to the RCF/TL March Waiver Letters) 8 (*Representations*) in the March Waiver Letters;
 - (ii) paragraphs 4 (*Conditions*), 5 (*Undertakings*), (with respect to the NPA April Waiver Letters) 6 (*Representations*) and (with respect to the RCF/TL April Waiver Letters) 7 (*Representations*) in the April Waiver Letters;
 - (iii) paragraphs 5 (*Conditions*), 6 (*Undertakings*), (with respect to the NPA June Waiver Letters) 7 (*Representations*) and (with respect to the RCF/TL June Waiver Letters) 8 (*Representations*) in the June Waiver Letters; and
 - (iv) paragraphs 4 (*Conditions*), 5 (*Undertakings*), (with respect to the NPA July Waiver Letters) 6 (*Representations*) and (with respect to the RCF/TL July Waiver Letters) 7 (*Representations*) in the July Waiver Letters,

and the consequences of any breach thereof in accordance with, and subject to the terms of, the relevant Waiver Letter, shall continue to apply from the Lock-up Agreement Effective Date to the A&E Effective Date, save, in each case, as any such condition, undertaking or repeating representation is deleted, amended or otherwise modified by any other Waiver Letter, the Interim Amendments or the A&E Implementation Deed (the **“Surviving Conditions and Undertakings”**);

- (F) the Interim Amendments shall apply with effect from the Lock-up Agreement Effective Date to and including the A&E Effective Date;
- (G) notwithstanding anything to the contrary in the Waiver Letters, the Surviving Conditions and Undertakings will continue to apply following the termination of this Lock-up

Agreement in accordance with paragraph 11 (other than paragraph 11.2(E)) and/or termination of an underlying Waiver Letter;

- (H) for the avoidance of doubt, if this Lock-up Agreement terminates as a result of the occurrence of the A&E Effective Date in accordance with paragraph 11.2(E), the Surviving Conditions and Undertakings shall cease to apply;
- (I) on the date falling seven Business Days following the termination of this Lock-up Agreement in accordance with paragraph 11.1 or 11.2 (other than paragraph 11.2(E)), an Event of Default shall be deemed to occur under each Principal Financing Agreement, unless otherwise waived pursuant to the amendment and waiver provisions of each relevant Principal Financing Agreement;
- (J) the New Receivables Financing and, accordingly, (X) any action taken by any member of the Group to enter into and give effect to the New Receivables Financing (provided such action and the terms of the New Receivables Financing are, in each case, substantially as contemplated in this Lock-up Agreement (including the [REDACTED] New Term Sheet) and with no further enhancements to such terms in favour of [REDACTED] in comparison to the terms contemplated in the [REDACTED] New Term Sheet (including maturity, fees and other pricing matters, credit support, the advance rate and the borrowing base) where such enhancements could reasonably be considered to be materially prejudicial to the interests of the RCF Creditors, Term Loan Creditors and/or NPA Creditors (a "**Material [REDACTED] Enhancement**")) and (Y) entry into the New Receivables Financing (on the same basis as set out above) by any member of the Group (and compliance with terms thereof) shall not be restricted by any term of the Finance Documents including, for the avoidance of doubt, the [REDACTED] Waiver Provisions (to the extent that such restriction is applicable); and
- (K) for the avoidance of doubt, the New Receivables Financing (if entered into on the same basis as set out in paragraph (J) above) shall (i) be considered a Permitted Receivables Financing for the purposes of the Finance Documents, subject to the aggregate cap on such arrangements set out within that definition; and (ii) not constitute Borrowings for the purposes of the Finance Documents.

7.2 The Parent Company (for itself and as agent on behalf of each of the Obligor Entities) and each Participant, either (x) in respect of the NPA Creditors, by counter-signing and delivering to the Parent Company a copy of this Lock-up Agreement, or (y) in respect of the RCF Creditors and the Term Loan Creditors, by instructing (which instruction shall be deemed to have been provided by such party's counter-signature of this Lock-up Agreement) the Agent to counter-sign and deliver to the Parent Company a copy of this Lock-up Agreement, agrees that, subject to the other terms of this Lock-up Agreement and until such time as this Lock-up Agreement is terminated in accordance with paragraph 11 below (other than paragraph 11.2(E)), any Default Event which arises directly and solely as a result of the negotiation or implementation of the Transaction (including, if required, through the Creditor Scheme) or any step taken by any member of the Group to negotiate or implement the Transaction (including, if required, through the Creditor Scheme) shall be and is hereby waived. For the avoidance of doubt, if this Lock-

up Agreement terminates as a result of the occurrence of the A&E Effective Date in accordance with paragraph 11.2(E), the waivers granted pursuant to this paragraph 7.2 shall be permanent without the need for any further action by any person.

7.3 Each Participant and IFL Participant undertakes not to:

- (A) take any Enforcement Action;
- (B) direct, encourage, assist or support (or procure that any other person directs, encourages, assists or supports) any other person to take any Enforcement Action; or
- (C) vote, or allow any proxy appointed by it to vote, in favour of any Enforcement Action,

in each case in connection with any Default Event which arises directly and solely as a result of the negotiation or implementation of the Transaction (including, if required, through the Creditor Scheme) or any step taken by any member of the Group to negotiate or implement the Transaction (including, if required, through the Creditor Scheme), except as is expressly contemplated by the Agreed Form Documents.

7.4 Subject to paragraphs 7.5, 7.6 and 7.7, the Parent Company (for itself and as agent on behalf of each of the Obligor Entities) and each Participant or IFL Participant, either (x) in respect of the NPA Creditors or any IFL Participant, by counter-signing and delivering to the Parent Company a copy of this Lock-up Agreement, or (y) in respect of the RCF Creditors and the Term Loan Creditors, by instructing (which instruction shall be deemed to have been provided by such party's counter-signature of this Lock-up Agreement) the Agent to counter-sign and deliver to the Parent Company a copy of this Lock-up Agreement, agrees irrevocably to waive any Default or Event of Default that may occur, have occurred, or be deemed to have occurred arising solely out of:

- (A) the \$140 million exceptional contract write off related to the Parent Company's exit from LSTK and large-scale EPC work, as announced by the Parent Company on 20 August 2024 in its half year results for the six months ended 30 June 2024;
- (B) any Deficiency arising before the date of this Lock-up Agreement in the Parent Company's accounting, governance and/or controls procedures of the type identified in the Parent Company's announcement on 31 March 2025 titled "Update on independent review and results publication", including (but not limited to) the matters contained in the Review Information; and/or
- (C) any Deficiency identified by the investigation by the Financial Conduct Authority into the Parent Company, as announced in the Parent Company's announcement on 27 June 2025 titled "Notice of investigation by the FCA",

in each case, including (but not limited to) any Default or Event of Default deemed to occur under any of the Review Relevant Provisions but excluding any breaches, Defaults or Events

of Default that may arise in respect of sanctions, anti-money laundering, anti-corruption and bribery laws and in particular (without limitation) in relation to the Review Excluded Provisions.

- 7.5 The waivers described in paragraph 7.4 above shall automatically and immediately (and without need for any further consent, action, step, notification or confirmation required from any Creditor, Sidara or any other person) be withdrawn and cease to have effect upon the earlier to occur of: (x) the termination of the Lock-up Agreement in accordance with paragraph 11 below (except paragraph 11.2(E)); and (y) the occurrence of any Plan B Trigger Event.
- 7.6 For the avoidance of doubt, nothing in paragraph 7.4 above shall waive or otherwise have any effect on any Default or Event of Default in respect of any payment default or any breach of any financial covenant tested following the date of this Lock-up Agreement.
- 7.7 Except as expressly set out in this paragraph 7 or otherwise in this Lock-up Agreement:
- (A) nothing in this Lock-up Agreement shall constitute or be deemed to constitute a waiver of any provision of any Finance Document and the Creditors expressly reserve any right or remedy it may have now or subsequently with respect to any breach of, or any other matter under, the Finance Documents. For the avoidance of doubt, the waivers (and its limitations) described in this Lock-up Agreement are without prejudice to waivers in paragraph 7.9 of this Lock-up Agreement; and
 - (B) the provisions of the Finance Documents shall remain in full force and effect.
- 7.8 The Parent Company agrees to notify the Creditors as soon as reasonably practicable and in any event within five Business Days after it has become aware of any Default or Event of Default that would have occurred but for being irrevocably waived pursuant to paragraph 7.4 of this Lock-up Agreement.
- 7.9 Subject to paragraphs 7.10, 7.11 and 7.12, each Participant and IFL Participant, with effect immediately and automatically (and without need for any further consent, action, step, notification or confirmation) on the Lock-up Agreement Effective Date, irrevocably and absolutely:
- (A) confirms, agrees and acknowledges that it shall not (itself and will not support or instruct its Affiliates to) threaten, instigate, pursue, sue or otherwise assert, any Claim against the Parent Company and/or any of its Subsidiaries, and/or any of its or their respective current directors, officers and employees (in each case, from time to time); and
 - (B) to the extent any such Claim exists or may exist, relinquishes, releases and discharges any and all Claims and covenants not to sue or bring any other legal or arbitral proceedings in any jurisdiction against the Parent Company, its Subsidiaries and/or any of its or their respective current directors, officers and employees (in each case, from time to time) in relation to any and all Claims,

and provided that the waivers, confirmations, acknowledgments, agreements and releases described in this paragraph 7.9 shall automatically and immediately (and without need for any further consent, action, step, notification or confirmation required from any Creditor, Sidara or any other person) be withdrawn and cease to have effect upon the earlier to occur of: (x) the termination of the Lock-up Agreement in accordance with paragraph 11 below (except paragraph 11.2(E)); and (y) the occurrence of any Plan B Trigger Event.

- 7.10 Nothing in paragraph 7.9 above shall release, waive or otherwise have any effect on any Claim that any person has or may have in relation to:
- (A) any Claim against the Parent Company, its Subsidiaries or any of its or their respective current directors, officers or employees arising under this Lock-up Agreement, the A&E Implementation Deed, any Agreed Form Documents or any Definitive Documents;
 - (B) any Claim against the Parent Company, its Subsidiaries or any of its or their respective current directors, officers or employees in respect of fraud, wilful misconduct or gross negligence;
 - (C) any Claim against the Parent Company, its Subsidiaries or any of its or their respective current directors, officers or employees in respect of any breach of sanctions, anti-money laundering, anti-corruption or bribery laws;
 - (D) any Claim against the Parent Company, its Subsidiaries or any of its or their respective current directors, officers or employees in respect of any payment default or any breach of any financial covenant tested following the date of this Lock-up Agreement; or
 - (E) any claim that does not fall within the definition of "Claim".
- 7.11 For the avoidance of doubt, nothing in paragraph 7.9 above shall restrict, prevent, or otherwise prohibit any Creditor from taking any action or refraining from taking any action which is necessary to comply with any legal or regulatory obligation applicable to it.
- 7.12 Except as expressly set out in this paragraph 7 or otherwise in this Lock-up Agreement, no further or other waiver of any rights, claims or remedies that any Creditor may have (whether existing now or in the future) is given or shall be implied, and all such rights, claims and remedies are expressly reserved (and for the avoidance of doubt the provisions of the Finance Documents shall remain in full force and effect).
- 7.13 Subject to paragraph 12.18, the Review Waiver Provisions and paragraph 11.10 shall not be terminated, amended, varied, waived or modified without the prior written consent of Sidara (and Sidara shall be entitled to enforce the Review Waiver Provisions and paragraph 11.10), and this paragraph 7.13 may be enforced by Sidara notwithstanding that it is not a party to this Lock-up Agreement.
- 7.14 For the avoidance of doubt, the waivers in this paragraph 7 shall not apply to any Default Event that may arise under the Debt Documents as amended pursuant to the Transaction (including,

if required, through the Creditor Scheme) following the A&E Effective Date, save where they are expressly stated to survive the A&E Effective Date.

7.15 Notwithstanding the above and for the avoidance of doubt, the provisions of this paragraph 7:

- (A) shall continue in respect of a Participant or IFL Participant only to the extent that such Participant remains a Party (in such capacity) to this Lock-up Agreement; and
- (B) shall be subject to the provisions of paragraph 11.10.

8. Representations

8.1 The Parent Company (on behalf of itself and each other Obligor Entity) and JWGHL represents and warrants to the Participants, as at the date of this Lock-up Agreement and the Lock-up Agreement Effective Date, save as disclosed prior to the date of this Lock-up Agreement and the Lock-up Agreement Effective Date, including pursuant to any of the Waiver Letters, that:

- (A) any forecast in the Shared Information has been prepared in good faith on the basis of assumptions believed by the Parent Company at the date of such forecast to be reasonable and such forecasts have been approved by the finance director or the group treasurer of the Parent Company;
- (B) the factual information in the Shared Information was, to the best of the Parent Company's knowledge and belief and after due and careful inquiry, true, complete and accurate in all material respects as at the date it was provided and is not misleading in any material respect;
- (C) to the best of the Parent Company's knowledge and belief, no event or circumstance has occurred or arisen, and no information has been omitted, given or withheld, that results in the factual information contained in the Shared Information (taken as a whole) being untrue or misleading in any material respect;
- (D) each expression of opinion or intention in the Shared Information was made after careful consideration and enquiry and is believed by the Parent Company to be reasonable as at the date at which it was stated to be given;
- (E) it is duly established and validly existing under the laws of its jurisdiction of incorporation and has the right, power and authority, and has taken all action necessary, to execute, deliver and exercise its rights and perform its obligations under this Lock-up Agreement and each Definitive Document to which it is expressed to be a party;
- (F) the obligations expressed to be assumed by it in this Lock-up Agreement are legal, valid, binding and enforceable obligations;
- (G) no Insolvency Event has occurred;

- (H) 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, would 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 the Parent Company, JWGH L or any member of the Group;
- (I) no labour disputes which would reasonably be expected to have a Material Adverse Effect have been started or (to the best of its knowledge and belief) threatened against the Parent Company, JWGH L or any member of the Group; and
- (J) the Parent Company, after making due and careful enquiry, is not aware of any Defaults or Events of Default that are continuing under the Principal Financing Agreements and which are not otherwise subject to a waiver (whether under this Lock-up Agreement, the Waiver Letters or otherwise).

8.2 Each Participant and IFL Participant represents and warrants, as at the date of counter-signing a copy of this Lock-up Agreement and the Lock-up Agreement Effective Date, that:

- (A) it is duly established and validly existing under the laws of its jurisdiction of incorporation and has the right, power and authority, and has taken all action necessary to execute, deliver and exercise its rights and perform its obligations under this Lock-up Agreement;
- (B) the obligations expressed to be assumed by it in this Lock-up Agreement are legal, valid, binding and enforceable obligations;
- (C) it has full power to vote (or has obtained any necessary instructions authorising it to vote), deal with, approve changes to and/or amend and extend the terms applicable to all its Locked-up Commitments and/or IFL Locked-up Commitments (as relevant); and
- (D) its Locked-up Commitments and/or IFL Locked-up Commitments (as relevant) constitutes all the Commitments or Interim Facility Commitments (as relevant) legally or beneficially held by such Participant or IFL Participant (or, as relevant, the applicable Specified Business Unit).

9. Transfers

9.1 Each Participant undertakes that it shall not:

- (A) transfer, assign, encumber, charge, novate, or sell (or take any other action having a similar commercial effect as any of the foregoing) any of its rights or obligations relating to any of its Locked-up Commitments or its NTL LUA Commitments;
- (B) enter into any sub-participation agreement, voting agreement or similar transaction in relation to any of its Locked-up Commitments or its NTL LUA Commitments pursuant to which it gives any third party the right to direct it (in whole or in part) in any respect of

any voting or any other action relevant to the terms of this Lock-up Agreement in relation to the Locked-up Commitments or NTL LUA Commitments, including in respect of any approval of the Transaction (including, if required, through the Creditor Scheme); or

(C) agree to do any of the foregoing,

(each a “**Transfer**” and each counterparty to such Transfer a “**transferee**”) unless:

- (1) such Transfer is permitted under the relevant Debt Documents;
- (2) on or prior to its entry into such Transfer:
 - (i) the relevant transferee is (a) a Participant or (b) delivers to the Parent Company a duly executed Deed of Accession to accede to this Lock-up Agreement as a Participant, and
 - (ii) where such Transfer involves a transfer of any NTL LUA Commitments, the transferee delivers to the Parent Company an NTL Commitment Letter in respect of such NTL LUA Commitments,

provided that upon the transferee's delivery of such Deed of Accession in the case of paragraph 9.1(2)(i)(b) and, as relevant, the applicable NTL Commitment Letter, it shall be treated as a Participant for the purposes of this Lock-up Agreement (including, without limitation, paragraphs 6.9(D) and 6.9(E), in respect of the NTL LUA Commitments) and be bound by its terms and (if the Transfer relates to all, and not only some, of the transferor's Locked-up Commitments and NTL LUA Commitments) the transferor shall cease to be bound by the terms of this Lock-up Agreement as a Participant and (where applicable) its NTL Commitment Letter. Each Participant acknowledges that failure to procure the transferee's accession to this Lock-up Agreement (if applicable) and (where applicable) delivery of an NTL Commitment Letter prior to the Transfer shall render the purported Transfer void and unenforceable against the Parent Company and each other member of the Group and the relevant Participant shall promptly take all action necessary to unwind such purported Transfer; and

- (1)
 - (i) with respect to a Transfer of a Participant's NTL LUA Commitments, that Transfer also includes a Transfer of such Participant's corresponding Commitments to the same transferee; or
 - (ii) with respect to a Transfer of a Participant's Commitments, that Transfer also includes a Transfer of such Participant's corresponding NTL LUA Commitments to the same transferee.

9.2 If:

- (A) pursuant to a Transfer, any Participant acquires any rights or obligations in relation to any Locked-up Commitments and/or NTL LUA Commitments; or
- (B) any Participant becomes aware of any error in the details of the Commitments provided in its signature page to this Lock-up Agreement or its Deed of Accession,

such Participant undertakes to promptly (and no later than three Business Days thereafter) notify the Parent Company of such Transfer or error (as applicable) by delivering to the Parent Company a notice in substantially the same form as included in this Lock-up Agreement below its signature or its Deed of Accession (as applicable) containing updated details of its Locked-up Commitments and/or NTL LUA Commitments and, in respect of any acquired NTL LUA Commitments, delivering an NTL Commitment Letter in respect of such acquired NTL LUA Commitments.

9.3 Nothing in this Lock-up Agreement shall:

- (A) prevent any Participant from acquiring any Commitments in addition to its Locked-up Commitments and any such Commitments shall, subject to paragraph (B) below, become part of its Locked-up Commitments; or
- (B) limit the ability of a Participant to Transfer its Locked-up Commitments to a Qualified Market Maker if such Qualified Market Maker has the purpose and intent of acting as a Qualified Market Maker in respect of the relevant Locked-up Commitments, in which case such Qualified Market Maker shall not be required to accede to this Lock-up Agreement or otherwise agree to be bound by the terms and conditions of this Lock-up Agreement in respect of such Locked-up Commitments, provided that:
 - (i) the relevant Participant shall make such Transfer conditional on any person to whom the relevant Locked-up Commitment is transferred by the Qualified Market Maker either (x) already being a Participant; or (y) agreeing to execute and deliver a Deed of Accession; and
 - (ii) the Participant shall procure that the Qualified Market Maker transfers the relevant Locked-up Commitment within five Business Days of the settlement date in respect of its acquisition of the Locked-up Commitment to a Participant or to a transferee who executes and delivers a copy of a Deed of Accession.

9.4 Each IFL Participant undertakes that it shall not:

- (A) transfer, assign, encumber, charge, novate, or sell (or take any other action having a similar commercial effect as any of the foregoing) any of its rights or obligations relating to any of its IFL Locked-up Commitments;
- (B) enter into any sub-participation agreement, voting agreement or similar transaction in relation to any of its IFL Locked-up Commitments pursuant to which it gives any third party the right to direct it (in whole or in part) in any respect of any voting or any other

action relevant to the terms of this Lock-up Agreement in relation to the IFL Locked-up Commitments, including in respect of any approval of the Transaction; or

(C) agree to do any of the foregoing,

(each an “**IFL Transfer**” and each counterparty to such Transfer a “**IFL transferee**”) unless:

- (1) such IFL Transfer is permitted under the Interim Facility; and
- (2) on or prior to its entry into such IFL Transfer, the relevant IFL transferee is an IFL Participant or the relevant IFL transferee delivers to the Parent Company a duly executed IFL Deed of Accession to accede to this Lock-up Agreement as an IFL Participant. Upon the IFL transferee’s delivery of such IFL Deed of Accession, it shall be treated as an IFL Participant for the purposes of this Lock-up Agreement and be bound by its terms and (if the IFL Transfer relates to all, and not only some, of the transferor’s IFL Locked-up Commitments) the transferor shall cease to be bound by the terms of this Lock-up Agreement as an IFL Participant. Each IFL Participant acknowledges that failure to procure the IFL transferee’s accession to this Lock-up Agreement (if applicable) prior to the IFL Transfer shall render the purported IFL Transfer void and unenforceable against the Parent Company and each other member of the Group and the relevant IFL Participant shall promptly take all action necessary to unwind such purported IFL Transfer.

9.5 If:

- (A) pursuant to an IFL Transfer, any IFL Participant acquires any rights or obligations in relation to any IFL Locked-up Commitments; or
- (B) any IFL Participant becomes aware of any error in the details of the Interim Facility Commitments provided in its signature page to this Lock-up Agreement or its IFL Deed of Accession,

such IFL Participant undertakes to promptly (and no later than three Business Days thereafter) notify the Parent Company of such IFL Transfer or error (as applicable) by delivering to the Parent Company a notice in substantially the same form as included in this Lock-up Agreement below its signature or its IFL Deed of Accession (as applicable) containing updated details of its IFL Locked-up Commitments.

9.6 Nothing in this Lock-up Agreement shall prevent any IFL Participant from acquiring any Interim Facility Commitments in addition to its Locked-up Commitments and/or IFL Locked-up Commitments and any such Interim Facility Commitments shall become part of its IFL Locked-up Commitments.

9.7 The Parent Company shall be under no obligation to recognise any assignment or transfer of rights, benefits or interests in the Commitments, the NTL LUA Commitments or the IFL Locked-up Commitments for the period commencing on (i) in the case of the Consensual

Implementation Route, the Consensual Implementation Route NTL Commitment Deadline and (ii) in the case of implementation through the Creditor Scheme Route, the "Record Time" for the formal creditor meeting as part of the Creditor Scheme and, in each case, ending at the point in time the A&E Implementation Deed becomes effective in accordance with its terms.

10. Amendments and waivers

10.1 Each Party acknowledges and agrees that:

- (A) subject to paragraphs 10.1(B), 10.1(C), 10.1(D), 10.2, 10.3 and 10.4, unless otherwise specified in this Lock-up Agreement, any consent, amendment or waiver of any term of this Lock-up Agreement, (prior to their execution) any Agreed Form Document or the Agreed Security Principles, may only be made with the prior written agreement of the Parent Company, JWGHL and the Super Majority Participants. For the purposes of this paragraph 10.1(A), any such consent, amendment or waiver agreed to by the Super Majority Participants shall only be effective if such Super Majority Participants also include each of the RCF Group Majority, the Term Loan Group Majority, and the NPA Creditor Majority;
- (B) any consent, amendment or waiver of any term of the EGF Lock-up Agreement, the [REDACTED] Lock-up Agreement, the PNG Lock-up Agreement, any of the Transaction Consent Letters, or any of the Sidara Commitment Documents which is not minor, technical or administrative in nature may only be made with the prior written agreement of the Parent Company and the Super Majority Participants. For the purposes of this paragraph 10.1(B), any such consent, amendment or waiver agreed to by the Super Majority Participants shall only be effective if such Super Majority Participants also include each of the RCF Group Majority, the Term Loan Group Majority, and the NPA Creditor Majority;
- (C) subject to paragraph 10.4, any consent, amendment or waiver of any term of this Lock-up Agreement, (prior to their execution) any Agreed Form Document or the Agreed Security Principles which is minor, technical or administrative in nature may be made with the prior written agreement of the Parent Company, JWGHL and the Majority Participants;
- (D) any amendment or waiver of this Lock-up Agreement, (prior to their execution) any Agreed Form Document or the Agreed Security Principles which imposes a more onerous obligation on any Participant, withdraws or reduces a material right of any Participant or affects any Participant disproportionately in comparison to other Participants of the same class, may not be effected without the prior written consent of that Participant; or
- (E) any amendment to paragraphs 7.1, 7.2, or 7.4 of this Lock-up Agreement shall be effected pursuant to the amendment and waiver provisions of the relevant Principal Financing Agreement (and, for the avoidance of doubt, such amendments shall not be governed by the amendment provisions under this Lock-up Agreement), save that any

amendment or waiver with respect to such paragraphs (save for paragraphs 7.1(J) and 7.1(K)) shall (unless a Plan B Trigger Event has occurred) also require the consent of Sidara.

10.2 Any amendment or waiver of any term of this Lock-up Agreement, (prior to their execution) any Agreed Form Document or the Agreed Security Principles that has the effect of changing or which relates to:

- (A) the definition of “RCF Group Majority”, “Term Loan Group Majority”, “NPA Creditor Majority”, “2014 NPA Group Majority”, “2018 NPA Group Majority”, “2019 NPA Group Majority”, “Majority Participants”, “Super Majority Participants”, or “Creditors”, “Required Holders” or “Instructing Group” or any other definition relating to voting majorities;
- (B) the definition of “Plan A Trigger Event”, “Plan B Trigger Event”, “Plan B Covenant Trigger Event” or “New Pre-Completion EoD Trigger”;
- (C) this paragraph 10;
- (D) any of (i) the maturity dates, (ii) the margin, coupon or interest rates, (iii) the priority or ranking, (iv) the principal amount or commitments, or (v) the amendment, consent, waiver or voting provisions or thresholds (in each case, in a way which adversely impacts the Participants thereunder);
- (E) Schedule 6 (*NTL Allocation and Scale Back Mechanics*), save for any amendment which is minor, technical or administrative in nature;
- (F) any provisions or schedules which directly relate to elevation ratios, calculations or mechanics under the A&E Implementation Deed, save for any amendment which is minor, technical or administrative in nature; or
- (G) any extension of the Long-Stop Date beyond 31 January 2026,

may only be made with the prior written agreement of the Parent Company, JWGH and each Participant.

10.3 For the avoidance of doubt, no amendment or waiver to the terms of this Lock-up Agreement in respect of the undertakings, commitments or representations insofar as they apply to the IFL Participants in their capacity as such shall be made without the prior written consent of the Majority IFL Participants.

10.4 The Parties acknowledge and agree that the Parent Company shall be authorised (without any requirement for any further consent from any Party) to amend the A&E Implementation Deed and any other Agreed Form Document:

- (A) if the Consensual Implementation Route Notice has been delivered pursuant to this Lock-up Agreement, to remove references or provisions therein which relate solely and exclusively to the Creditor Scheme;
- (B) to populate and conform the representations, covenants, undertakings and events of default (and any other common provisions) in such Agreed Form Documents with those in the Amended and Restated RCF (and, in the case of the Amended and Restated NPAs, with such technical changes as required to reflect the nature of such underlying instrument), and such definitional and typographical changes as are strictly required for such conforming exercise;
- (C) in the case of the Amended and Restated 2018 NPA and the Amended and Restated 2019 NPA, to prepare execution versions of such agreements which reflects the representations, covenants, undertakings, events of default (and any other common provisions) set out in the Amended and Restated 2014 NPA, and subject to such other amendments as may be set out in the A&E Implementation Deed;
- (D) in the case of the New Term Loan Facility Agreement or (in respect of limbs (ii) or (iii) below, the Existing Guarantee Facility) to:
 - (i) ensure such representations, warranties, covenants and conditions comply with applicable securities law requirements (including, as necessary by making amendments necessary or desirable (a) for lenders advancing loans under the New Term Loan Facility Agreement to be able to treat such instrument as a loan, (b) for purchasers subscribing for notes under the New Term Loan Facility Agreement to be able to treat such instrument as a security which is not required to be registered under any applicable laws and (c) any amendments necessary to ensure that the issue or an transfer/assignment of any debt under the New Term Loan Facility Agreement does not trigger public offering requirements or prospectus (or equivalent) requirements in particular in the US, UK and the EEA and separating and/or replicating its terms in separate documents, each of which shall constitute an Agreed Form Document);
 - (ii) as relevant, conform (in form and/or substance) the definitions and provisions in the New Term Loan Facility Agreement (or the Existing Guarantee Facility) with the A&E Implementation Deed or the Amended and Restated RCF, as applicable (with the terms of the latter intended to prevail over the former save in respect of provisions relating to the interaction between the New Term Loan Facility Agreement and the Interim Facility);
 - (iii) make such technical, legal and mechanical changes as are necessary or desirable to implement the New Term Loan Facility or Existing Guarantee Facility including, in respect of the New Term Loan Facility Agreement, in respect of such changes that are necessary or desirable for NTL Participants to participate by way of loan or subscription for notes (as applicable); and

- (iv) update the clauses in respect of “Sanctions”, “Anti-Corruption Laws”, “Anti-Money Laundering Laws”, “Right of replacement or repayment and cancellation in relation to a single Creditor”, “Tax Gross Up and Indemnities”, “Increased Costs”, “Other Indemnities”, “Mitigation by the Creditors”, “Changes to Creditors”, “Conduct of Business by the Secured Parties”, and certain other tax, indemnity, costs, sanctions, anti-corruption, anti-money laundering and/or anti-bribery provisions, and definitions related to the foregoing, in each case to incorporate the provisions set out in Schedule 8 (*NTL Sanctions and Tax Rider*) of the Core Lock-up Agreement or such other provisions which are at least as favourable to the NPA Creditors, as those set out in Schedule 8 (*NTL Sanctions and Tax Rider*);
- (E) reflect the operational or administrative requirements of the agent or security agent in respect of the proper operation of such Agreed Form Document in accordance with its terms; and
- (F) to make such technical, legal and mechanical changes as are necessary or desirable to reflect the Escrow Principles,

provided, in each case, that the Creditor Advisers have approved any such amendments made under this paragraph 10.4.

11. Termination

11.1 Subject to paragraphs 11.9, 11.10, 11.11 and 11.12, this Lock-up Agreement may be terminated at the election of the Majority Participants with immediate effect by written notice to the Parent Company if, after the date of this Lock-up Agreement, any of the events or circumstances set out below occur:

- (A) an Event of Default is continuing, other than any Event of Default which:
 - (i) has been remedied or waived pursuant to the terms of the relevant Principal Financing Agreement (including, for the avoidance of doubt, pursuant to this Lock-up Agreement or any of the Waiver Letters); or
 - (ii) has arisen, or is deemed to have arisen, directly as a result of the implementation of the Transaction (including, if required, through the Creditor Scheme) or any other step taken by the Parent Company or any Group company in connection with the Transaction;
- (B) the Parent Company, JWGH L or any member of the Group has breached the terms of this Lock-up Agreement in any material respect or any representation or warranty made by the Parent Company, JWGH L or any member of the Group under this Lock-up Agreement is materially incorrect or misleading, in each case unless such failure to comply (or the circumstances leading to the misrepresentation) is/are capable of remedy and is/are remedied within five Business Days;

- (C) an Insolvency Event occurs;
- (D) the Parent Company fails to deliver the Separation Plan in accordance with paragraph 6.7(V) of this Lock-up Agreement by 30 September 2025 (or such later date as agreed to between the Parent Company, JWGH and the Majority Participants) (unless (x) such failure to comply is capable of remedy and is remedied within six Business Days of 30 September 2025 (or such later date as agreed to between the Parent Company, JWGH and the Majority Participants), or (y) the termination right under this paragraph 11.1(D) is not exercised within 28 days of such failure, in which case no termination event under this paragraph 11.1(D) shall occur);
- (E) the Parent Company fails to deliver the Recapitalisation Plan in accordance with paragraph 6.7(FF)(iv) of this Lock-up Agreement by the applicable deadline specified in that paragraph 6.7(FF)(iv) (unless (x) such failure to comply is capable of remedy and is remedied within six Business Days of the applicable deadline (or such later date as agreed to between the Parent Company, JWGH and the Majority Participants), or (y) the termination right under this paragraph 11.1(E) is not exercised within 28 days of such failure, in which case no termination event under this paragraph 11.1(E) shall occur);
- (F) an order of a Governmental Body or court of competent jurisdiction restraining or otherwise preventing the implementation of the Transaction has been made (other than an order made at the instigation of, or on the application of, the Party (or any of its Affiliates, in each case acting in any capacity) purporting to terminate this Lock-up Agreement under this paragraph 11.1(F));
- (G) any of the [REDACTED] Lock-up Agreement, the PNG Lock-up Agreement or the [REDACTED] Commitment Letter (or, to the extent it is entered into prior to the A&E Effective Date, the [REDACTED] Credit Facility) is terminated or terminates in accordance with its terms (unless, in the case of the [REDACTED] Commitment Letter or [REDACTED] Credit Facility, an equivalent binding commitment letter or alternative liquidity commitment from an alternative financing provider in respect of substantially equivalent amounts that were to be provided under the [REDACTED] Credit Facility is received within 20 Business Days of such termination and such replacement is either permitted under, or consented to, in accordance with, the terms of the Principal Financing Agreements);
- (H) in respect of any of the Parent Company's rights under the Sidara Completion Funding Commitment Letter which are expressed to be exercisable only with the Creditors' consent, the Parent Company exercises any such rights without the Creditors' consent; or
- (I) the Majority IFL Participants exercise the right to terminate this Lock-up Agreement in respect of the IFL Participants in accordance with paragraph 11.4 and as a result it is not possible to implement the Transaction on substantially the same terms by the Long-Stop Date as contemplated by this Lock-up Agreement and the Agreed Form Documents,

and the Parent Company shall promptly (and in any event within 2 Business Days) send a copy of any such termination notice to all Participants and Creditor Advisers.

11.2 Subject to paragraphs 11.9, 11.10, 11.11 and 11.12 below, this Lock-up Agreement shall automatically terminate with immediate effect on the earliest of the following:

- (A) the EGF Lock-up Agreement is terminated or terminates in accordance with its terms;
- (B) the Interim Facility (i) is declared prematurely due or payable or payment of all, or any part of the Interim Facility Commitments is accelerated as a result of an event of default (in each case where permitted in accordance with the terms of the Interim Facility); (ii) the guarantee and indemnity granted pursuant to the Deed of Guarantee under and as defined in the Interim Facility is enforced following an IF Event of Default or (iii) the security agent under the Interim Facility exercises or enforces any right under any security granted in relation to all or any part of any Interim Facility Commitments in accordance with the terms of the Interim Facility;
- (C) in the event that the Transaction cannot be implemented consensually and the Creditor Scheme is therefore required to implement the Transaction:
 - (i) the Scottish Court issues a judgment refusing to sanction the Creditor Scheme which is either (a) not appealed by any party within any applicable appeal period, or (b) appealed and such appeal is unsuccessful; or
 - (ii) the Scottish Court issues a judgment sanctioning the Creditor Scheme which is appealed by any party and such appeal is successful and (i) such judgment on appeal is either (a) not appealed by any party within any applicable period or (b) appealed and such appeal is unsuccessful;
- (D) 31 December 2025 or, if the Creditor Scheme has been sanctioned by the Scottish Court and a copy of the Creditor Scheme Sanction Order has been delivered to the Registrar of Companies for registration on or before such date, 23 January 2026 (or, in each case, such later date as may be agreed in writing by the Parent Company, JWGHL and the Majority Participants) (the “**Long-Stop Date**”); and
- (E) the A&E Effective Date,

and the Parent Company shall promptly (and in any event within 2 Business Days) notify the Participants of such termination.

11.3 This Lock-up Agreement may be terminated with immediate effect by written notice to the Parent Company by a Participant in respect of that Participant only if:

- (A) an order of a Governmental Body or court of competent jurisdiction restraining or otherwise preventing implementation of the Transaction has been made and has not been revoked, withdrawn or dismissed within sixty (60) days of it being made; or

- (B) entry into the Transaction would put the Participant in breach of any law or regulation applicable to it.
- 11.4 This Lock-up Agreement may be terminated in respect of the IFL Participants at the election of the Majority IFL Participants with immediate effect by written notice to the Parent Company if an IF Event of Default is continuing, other than any IF Event of Default which:
 - (A) has been remedied or waived pursuant to the terms of the Interim Facility or this Lock-up Agreement; or
 - (B) has arisen, or is deemed to have arisen, directly as a result of the implementation of the Transaction (including, if required, through the Creditor Scheme) or any other step taken by the Parent Company or any Group company in connection with the Transaction.
- 11.5 Termination by any Participant of its obligations under this Lock-up Agreement in accordance with paragraph 11.3 above shall occur automatically on the date on which written notice is given by the relevant Participant to the Parent Company. This Lock-up Agreement shall cease to have any further effect with respect only to that Participant from that time, save for the provisions outlined in paragraph 11.9 below which shall remain in full force and effect as between the terminating Participant and the other Parties and save in respect of any breaches of this Lock-up Agreement which occurred before such termination.
- 11.6 Following this Lock-up Agreement being terminated in respect of a Participant in accordance with paragraph 11.3 above, the rights of the relevant Participant under or in connection with the Debt Documents, including in respect of any defaults or events of default detailed in paragraph 7, shall (to the extent not otherwise remedied or waived in accordance with the relevant Debt Documents or pursuant to the Definitive Documents) be reinstated in full.
- 11.7 The Parent Company shall promptly (and, in any event, within 2 Business Days) notify the Creditor Advisers if it becomes aware that a Participant may terminate, or has terminated this Lock-up Agreement with respect to itself under paragraph 11.3 above.
- 11.8 The Parent Company and/or JWGH L may terminate this Lock-up Agreement with immediate effect by written notice to the Creditor Advisers if, after the date of this Lock-up Agreement, one or more Participants or IFL Participants has breached the terms of this Lock-up Agreement in any material respect and as a result of such breach it is not possible to implement the Transaction on substantially the same terms by the Long-Stop Date as contemplated by this Lock-up Agreement and the Agreed Form Documents, and the other Parties are unable (within 10 Business Days thereafter) to agree such amendments and/or waivers to the terms of this Lock-up Agreement which would allow the Transaction to be implemented notwithstanding such Participant's or IFL Participant's failure to comply, unless such failure to comply (or the circumstances leading to the misrepresentation) is/are capable of remedy and is/are remedied within five Business Days.

- 11.9 In the event of any termination of this Lock-up Agreement in accordance with paragraphs 11.1, 11.2, 11.3 or 11.8 above or paragraph 9.1 above (in respect of an individual Participant which has transferred all, but not just some, of its Locked-up Commitments in accordance with the terms of this Lock-up Agreement) or paragraph 9.4 above (in respect of an individual IFL Participant which has transferred all, but not just some, of its IFL Locked-up Commitments in accordance with the terms of this Lock-up Agreement), this Lock-up Agreement shall cease to have any further force or effect (in the case of (i) paragraph 9.1 above or paragraph 11.3, solely in respect of that individual Participant, and (ii) paragraph 9.4 above, solely in respect of that individual IFL Participant, and provided that the obligations of all other Parties shall continue to have full force and effect), provided that:
- (A) such termination shall be without prejudice to the accrued rights of the Parties in respect of any breaches of this Lock-up Agreement or misrepresentations under this Lock-up Agreement prior to its termination; and
 - (B) the provisions of paragraphs 1, 6.10, 6.11, 6.14, 6.15, 7.1, 7.2, 7.3 (solely in the case of termination under paragraph 11.2(E)), 7.14, 9.3, 10, 11.10, 12.6, 12.18, 12.19, 12.20, 12.22 and 12.25 and this paragraph 11.9 shall remain in full force and effect.
- 11.10 Without prejudice to paragraph 11.9, in the event of any termination of this Lock-up Agreement in accordance with paragraph 11.2(E), the Review Waiver Provisions shall remain in full force and effect.
- 11.11 Save as otherwise provided in this Lock-up Agreement (including, without limitation, paragraphs 7.1(D), 7.1(G), 7.2 and 11.10), following this Lock-up Agreement being terminated in accordance with paragraphs 11.1, 11.2, 11.3 or 11.8 above only, the rights of the Participants (in the case of paragraph 11.3, in respect of that Participant only) under or in connection with the Debt Documents, including in respect of any defaults or events of default detailed in paragraph 7, shall (to the extent not otherwise remedied or waived in accordance with the relevant Debt Documents or pursuant to the Definitive Documents) be reinstated in full.
- 11.12 Notwithstanding any other paragraph of this Lock-up Agreement, nothing in this Lock-up Agreement permits any Party to terminate this Lock-up Agreement as a result of its own breach of this Lock-up Agreement.

12. Miscellaneous

- 12.1 For the avoidance of doubt and subject to any actions, consents, approvals or waivers which are contemplated by the terms of this Lock-up Agreement, the Parent Company, the Obligor Entities, and the Creditors shall continue to comply with the terms of the Debt Documents (including, for these purposes, the Interim Facility), and any other waivers and consents granted by the Creditors to any member of the Group shall continue to be valid in accordance with their terms.
- 12.2 Except as expressly set out in this Lock-up Agreement:

- (A) nothing in this Lock-up Agreement shall constitute or be deemed to constitute a waiver of any provision of or rights under any Debt Document or any other documents or agreements, and each Participant and, as relevant, IFL Participant, expressly reserves any right or remedy it may have now or subsequently with respect to any other matter; and
 - (B) the provisions of the Debt Documents (including the Interim Facility) shall remain in full force and effect.
- 12.3 Schedule 5 (*Interim Amendments*) of this Lock-up Agreement shall be designated as a (i) “Finance Document” for the purposes of the RCF and the Term Loan, and (ii) supplement, amendment or waiver to each of the NPAs, and any reference to (i) “Finance Documents” in the RCF and the Term Loan, and (ii) supplement, amendment or waiver to any of the NPAs shall be deemed to include Schedule 5 (*Interim Amendments*) of this Lock-up Agreement.
- 12.4 If, after the Lock-up Agreement Effective Date, any Creditor wishes to accede to this Lock-up Agreement as a Participant, it may do so by executing and delivering (i) a Deed of Accession to indicate its acknowledgement of, and agreement to, its terms and returning a copy to the Parent Company and (ii) where the Deed of Accession is received prior to the Consensual Implementation Route NTL Commitment Deadline and specifies that such Creditor wishes to participate in the New Term Loan Facility, a duly completed NTL Commitment Letter, and with effect from the date of its delivery of a Deed of Accession, such Creditor shall be treated as a Participant for the purposes of this Lock-up Agreement.
- 12.5 The Parent Company shall upon request notify the Creditor Advisers of (i) the aggregate value of the Locked-up Commitments held by all Participants and (ii) the aggregate value of the IFL Locked-up Commitments held by all IFL Participants (and, in each case, the Creditor Advisers shall be permitted to disclose such information to the Participants they represent).
- 12.6 Subject to any applicable legal, regulatory or stock exchange requirements or as may be required in connection with the Transaction or the Creditor Scheme (including the explanatory statement in respect of the Creditor Scheme), the Parent Company shall not disclose, publish or announce (a) the identity of any Participant or IFL Participant; or (b) any Participant’s NTL Maximum Commitment or NTL Commitment without the consent of that Participant. Notwithstanding the above, the Parent Company, JWGH or its advisers may disclose to the Creditor Advisers the identity of a Participant and their NTL Maximum Commitment and NTL Commitment without the consent of that Participant.
- 12.7 The obligations of the Participants and IFL Participants under this Lock-up Agreement are several. Failure by a Participant or IFL Participant to perform its obligations under this Lock-up Agreement does not affect the obligations of any other Participant or IFL Participant under this Lock-up Agreement. No Participant or IFL Participant is responsible for the obligations of any other Participant or IFL Participant or other Party under this Lock-up Agreement.
- 12.8 The rights of each Party under or in connection with this Lock-up Agreement are separate and independent rights. A Party may separately enforce its rights under this Lock-up Agreement.

- 12.9 Without prejudice to any other remedy available to any Party, the obligations under this Lock-up Agreement may, subject to applicable law, be the subject of specific performance by the relevant Parties. Each Party acknowledges that damages may not be an adequate remedy for breach of the obligations under this Lock-up Agreement.
- 12.10 Any notices, approvals, consents or other communications or documents to be made or delivered under or in connection with this Lock-up Agreement shall be made in writing and, unless otherwise stated, may be made or delivered by email. All notices, approvals, consents or other communications or documents under or in connection with this Lock-up Agreement shall be delivered as follows:
- (A) to the Parent Company or JWGH, to Slaughter and May via the following email:
[REDACTED];
 - (B) to an RCF Creditor or a Term Loan Creditor or an IFL Participant, to Linklaters LLP via the following email: [REDACTED]; and
 - (C) to an NPA Creditor, to Akin Gump LLP via the following email:
[REDACTED].
- 12.11 All notices, approvals, consents or other communications or documents made or delivered by one person to another under or in connection with this Lock-up Agreement will only be effective when received in readable form and, if a particular department or officer is specified as part of its address details provided under paragraph 12.10 above, if addressed to that department or office. Any notices, approvals, consents or other communications or documents made or delivered to the Parent Company in accordance with this paragraph 12.11 will be deemed to have been made or delivered to each of the Obligor Entities. Any notices, approvals, consents or other communications or documents made or delivered under or in connection with this Lock-up Agreement which become effective, in accordance with this paragraph 12.11, after 5:00 p.m. in the place of receipt shall be deemed only to become effective on the following day (provided that such day is a Business Day in the place of receipt).
- 12.12 All notices, approvals, consents or other communications or documents made or delivered by one person to another under or in connection with this Lock-up Agreement must be in English.
- 12.13 No failure to exercise, nor any delay in exercising, on the part of any Party, any right, power, privilege, or remedy under this Lock-up Agreement, or any document in relation to any Commitments, shall impair or operate as a waiver of any such right, power, privilege or remedy or constitute an election to affirm this Lock-up Agreement or such document.
- 12.14 The waiver, express or implied, by any Party of any right under this Lock-up Agreement or in relation to any Commitments or Interim Facility Commitments or any failure to perform or breach by another Party shall not constitute or be deemed a waiver of any other right in relation to any Commitments or Interim Facility Commitments.

- 12.15 No waiver or election to affirm this Lock-up Agreement or any document in relation to any Commitments or Interim Facility Commitments on the part of any Party shall be effective unless it is in writing.
- 12.16 No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy.
- 12.17 The rights and remedies provided in this Lock-up Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 12.18 Except for Sidara in relation to its rights under paragraphs 7.13 and 10.1(E) (and, in respect of Sidara, only until the earlier of: (x) termination of the Lock-up Agreement in accordance with paragraph 11 (except paragraph 11.2(E)); and (y) the occurrence of any Plan B Trigger Event), any person who is not a Party may not enforce any of this Lock-up Agreement's terms under the Contracts (Rights of Third Parties) Act 1999.
- 12.19 If a term of this Lock-up Agreement is or becomes illegal, invalid or unenforceable in any respect in any jurisdiction, that will not affect the legality, validity or enforceability in: (i) that jurisdiction of any other term of this Lock-up Agreement, or (ii) other jurisdictions of that term or any other term of this Lock-up Agreement.
- 12.20 Unless otherwise reimbursed pursuant to the terms of any other document between the relevant Parties, the Parent Company shall pay, within five Business Days of demand (unless agreed otherwise between the Parent Company and such Participant), the documented costs, expenses and disbursements of each Participant (including legal and financial advisory fees and applicable taxes thereon) reasonably incurred by that Participant in connection with the negotiation, preparation, entry into, and performance of the transactions contemplated by this Lock-up Agreement.
- 12.21 Other than as set out in this Lock-up Agreement, any Agreed Form Document or the Interim Facility (or any related documents), unless expressly agreed by the Participants and the Parent Company, the Parent Company and JWGH shall not, and the Parent Company shall procure that no other member of the Group shall, offer or provide any payment of interest, principal, fee, benefit or other inducement to any Creditor in connection with this Lock-up Agreement or the Transaction (including, if required, through the Creditor Scheme).
- 12.22 Unless expressly provided to the contrary, this Lock-up Agreement does not amend or waive any Party's rights under the Debt Documents (including, for these purposes, the Interim Facility) or any other documents and agreements, or any Party's rights as creditors of any member of the Group unless and until the A&E Effective Date occurs (and then only to the extent provided under the terms of the Definitive Documents or in accordance with paragraph 7). The Parties fully reserve any and all of their rights until such time as the Transaction is implemented. If this Lock-up Agreement is terminated by any Party for any reason, the rights of that Party against the other Parties to this Lock-up Agreement, and those other Parties' rights against the terminating Party shall be fully reserved.

- 12.23 This Lock-up Agreement and the Agreed Form Documents set out the Parties' entire understanding of the subject matter of this Lock-up Agreement and supersede any previous agreement between any of the Parties with respect to such subject matter, which shall continue to be binding on the parties thereto.
- 12.24 This Lock-up Agreement may be executed in any number of counterparts and on separate counterparts, each of which shall be deemed to constitute an original and all of which shall together evidence the same agreement. Delivery of a counterpart of this Lock-up Agreement by email attachment or facsimile shall be an effective mode of delivery.
- 12.25 This Lock-up Agreement is governed by and shall be construed in accordance with English law. The Parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts in respect of any claim or dispute arising out of or in connection with this Lock-up Agreement.
- 12.26 Without prejudice to any other mode of service allowed under any relevant law, each of the Parent Company and JWGHIL irrevocably appoints Amec Foster Wheeler Limited, Booths Park, Chelford Road, Knutsford, Cheshire, WA16 8QZ, as its agent for service of process in relation to any proceedings before the English courts in connection with this Lock-up Agreement and agrees that failure by a process agent to notify the Parent Company or JWGHIL of the process will not invalidate the proceedings concerned.
- 12.27 Each Party acknowledges and accepts that, excluding any other agreement, arrangements or understanding between the Parties relating to the subject matter of this clause, that any liability of any Party to any other Party arising under this Agreement may be subject to the exercise of Bail-in Powers by the relevant resolution authority in accordance with Directive 2014/59/EU, Law 11/2015 and any other applicable law or regulation.
- 12.28 The provisions of Clause 29 (*Acknowledgement regarding any Supported QFCs*) of the Intercreditor Agreement shall apply to this Agreement as if set out herein.

Schedule 1

Obligor Entities

1. John Wood Group PLC
2. Wood Group US Holdings, Inc.
3. John Wood Group Holdings Limited
4. JWGUSA Holdings Limited
5. Wood Group Investments Limited
6. Wood Group Holdings (International) Limited
7. WGPSN (Holdings) Limited
8. Amec Foster Wheeler Limited

Schedule 2

Part A: Deed of Accession

To: The Parent Company
JWGHL

From: [Additional Participant] ([the] "Acceding Party")

Dated: [●]

Dear Parent Company, JWGHL

JOHN WOOD GROUP PLC and JOHN WOOD GROUP HOLDINGS LIMITED – Lock-up Agreement dated _____ 2025 entered into by, among others, the Parent Company and certain Creditors (as defined therein) (the "Lock-up Agreement")

- 1 We refer to the Lock-up Agreement. This is a Deed of Accession. Terms defined in the Lock-up Agreement have the same meaning in this Deed of Accession unless given a different meaning in this Deed of Accession.
- 2 We, the Acceding Party, agree to be bound by the terms of the Lock-up Agreement as a Participant, including, without limitation, paragraphs 6.9(D) and 6.9(E) thereof in respect of the New Term Loan Facility and the NTL LUA Commitments (if applicable).
- 3 Our principal holdings of Locked-up Commitments are as follows:

Principal Financing Agreement	Amount of principal amount outstanding and commitments (if applicable)	Series (if applicable)
RCF		N/A
Term Loan		N/A
2014 NPA		
2018 NPA		
2019 NPA		

4. We hereby make the representations and warranties set out in paragraph 8.2 of the Lock-up Agreement at the date of this Deed of Accession.

5. [We confirm that we wish to participate in the New Term Loan Facility and submit, together with this Deed of Accession, an NTL Commitment Letter in accordance with the terms of the Lock-up Agreement.] OR [We confirm that we do not currently wish to participate in the New Term Loan Facility and our NTL Commitment shall be deemed to be zero.]
6. Our contact details for any communication or document to be made or delivered under or in connection with the Lock-up Agreement are as follows:

Address: [●]

Email: [●]

For the attention of: [●]
7. The terms of this Deed of Accession shall be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any Party to the Lock-up Agreement, but by no other person.
8. This Deed of Accession and any non-contractual obligations arising out of or in connection with it are governed by English law.

THIS DEED OF ACCESSION has been delivered as a Deed on the date stated at the beginning of this Deed of Accession.

SIGNED as a **DEED** by [**ACCEDING PARTY**]

acting by

an authorised signatory, Signature of authorised signatory
in the presence of

Name:

Address:

Occupation:

Part B: IFL Participant Deed of Accession

To: The Parent Company
JWGHL

From: [Additional IFL Participant] ([the] "Acceding Party")

Dated: [●]

Dear Parent Company, JWGHL

JOHN WOOD GROUP PLC and JOHN WOOD GROUP HOLDINGS LIMITED – Lock-up Agreement dated _____ 2025 entered into by, among others, the Parent Company and certain Creditors (in each case as defined therein) (the "Lock-up Agreement")

1. We refer to the Lock-up Agreement. This is an IFL Deed of Accession. Terms defined in the Lock-up Agreement have the same meaning in this IFL Deed of Accession unless given a different meaning in this IFL Deed of Accession.
2. We, the Acceding Party, agree to be bound by the terms of the Lock-up Agreement as an IFL Participant.
3. Our principal holdings of IFL Locked-up Commitments are as follows:

Principal Financing Agreement	Amount of principal amount outstanding and commitments (if applicable) (US\$)
Interim Facility	

4. We hereby make the representations and warranties set out in paragraph 8.2 of the Lock-up Agreement at the date of this IFL Deed of Accession.
5. Our contact details for any communication or document to be made or delivered under or in connection with the Lock-up Agreement are as follows:

Address: [●]

Email: [●]

For the attention of: [●]
6. The terms of this IFL Deed of Accession shall be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any Party to the Lock-up Agreement, but by no other person.

7. This IFL Deed of Accession and any non-contractual obligations arising out of or in connection with it are governed by English law.

THIS IFL DEED OF ACCESSION has been delivered as a Deed on the date stated at the beginning of this IFL Deed of Accession.

SIGNED as a **DEED** by [**ACCEDING PARTY**]

acting by

an authorised signatory, Signature of authorised signatory
in the presence of

Name:

Address:

Occupation:

Schedule 3

Agreed Form Documents

Part 1: A&E Implementation Deed

Part 2: Agreed Security Principles

Agreed Security Principles

1. Considerations

- 1.1 In determining what guarantees and Security will be provided in support of the Guaranteed Obligations and the Secured Obligations (as applicable) the following matters (the “**Agreed Security Principles**”) will be taken into account. Guarantees shall not be granted, and Security shall not be created or perfected, to the extent that it would:
- (A) result in any breach of corporate benefit, financial assistance, fraudulent preference or thin capitalisation laws or regulations (or analogous restrictions) of any applicable jurisdiction;
 - (B) result in a significant risk to the officers of the relevant grantor of Security (as defined below) of contravention of their fiduciary duties and/or of civil or criminal liability; or
 - (C) result in costs that, in the opinion of the Security Agent, are disproportionate to the benefit obtained by the beneficiaries of that Security.
- 1.2 For the avoidance of doubt, in these Agreed Security Principles, “**cost**” includes, but is not limited to, income tax cost, registration taxes payable on the creation or enforcement or for the continuance of any Security, stamp duties, out-of-pocket expenses, and other fees and expenses directly incurred by the relevant guarantor or grantor of Security or any of its direct or indirect owners, subsidiaries or Affiliates.
- 1.3 Notwithstanding anything to the contrary in this Agreement or any other Debt Document, no member of the Group incorporated in an Excluded Jurisdiction shall be required to provide any guarantee or Security unless the Company and the Security Agent agree otherwise (each acting reasonably). The “**Excluded Jurisdictions**” are (A) India; (B) Iraq; (C) Papua New Guinea; (D) Azerbaijan; (E) Algeria; (F) Trinidad and Tobago; (G) Equatorial Guinea; and (H) such other jurisdictions in which a member of the Group is incorporated which the Company and the Security Agent may agree from time to time.

2. Obligations to be guaranteed and secured

- 2.1 Subject to paragraph 1 (*Considerations*), the obligations to be guaranteed are Guaranteed Obligations and the obligations to be secured are the Secured Obligations.
- 2.2 To the extent possible under applicable laws, all guarantees and Security are to be granted in favour of the Security Agent (acting for and on behalf of the Guaranteed Parties or the Secured Parties (as applicable)) and not the Guaranteed Parties or the Secured Parties (as applicable) individually. “Parallel debt” provisions shall be used where necessary; such provisions will be contained in this Agreement and not the individual Security Documents unless required under local laws.

- 2.3 Subject to paragraph 2.4 below, the definitions of Guaranteed Obligations, Guaranteed Parties, Secured Obligations and Secured Parties should follow the definitions of these terms in this Agreement.
- 2.4 The Secured Obligations will be limited:
- (A) to avoid any breach of corporate benefit, financial assistance, fraudulent preference, thin capitalization rules or the law or regulations (or analogous restrictions) of any applicable jurisdiction; and
 - (B) to avoid any risk to officers of the relevant member of the Group that is granting Transaction Security of contravention of their fiduciary duties and/or civil or criminal or personal liability.
- 2.5 The form of guarantee given by each Obligor is set out in the Initial Deed of Guarantee and, with respect to any additional guarantor, is subject to any limitations set out in the guarantor accession deed applicable to such additional guarantor.

3. General terms of the Transaction Security

- 3.1 Where appropriate, defined terms in the Security Documents should mirror those in this Agreement.
- 3.2 The parties to this Agreement agree to negotiate the form of any Security Document entered into after the date of this Agreement in good faith and will ensure that the commercial terms of any such document shall be consistent with the terms of the Transaction Security Documents entered into on or around the date of this Agreement.
- 3.3 Subject to paragraph 3.2 above and consistent with the terms of the Transaction Security Documents entered into on or around the date of this Agreement, the Security Documents will permit disposals of assets where such disposal is permitted under the Primary Finance Documents and the Security Agent shall have authority to do all things reasonably requested to release Security in respect of the asset that is the subject of any such disposal in accordance with this Agreement.
- 3.4 Subject to paragraph 3.2 above and consistent with the terms of the Transaction Security Documents entered into on or around the date of this Agreement, the terms of the Security Documents will not prohibit or otherwise restrict or condition the ability of the Group from dealing with its receivables if it is permitted under the terms of the Primary Finance Documents. If required, the Parties whose consent to such amendments is required in accordance with this Agreement shall act in good faith to agree such amendments to the Security Documents as may be required to enable the sale of receivables by an obligor for the purposes of a Permitted Receivables Financing (as defined in the form of the amended and restated RCF Agreement as of the date of this Agreement).
- 3.5 The Security Agent will hold one set of Transaction Security for all Secured Parties unless local law or standard market practice in the relevant jurisdiction requires separate ranking Security for different classes of debt and/or creditors.

4. Terms of Security Documents

- 4.1 Any representations, warranties or undertakings which are required to be included in any Security Document shall reflect (to the extent to which the subject matter of such representation, warranty and undertaking is the same as the corresponding representation, warranty and undertaking in the Primary Finance Documents) the commercial deal set out in the Primary Finance Documents (save to the extent that Secured Parties' local counsel deem it necessary to include any further provisions (or deviate from those contained in this Agreement) in order to protect or preserve the Transaction Security granted to the Secured Parties).
- 4.2 The following principles will be reflected in the terms of any Transaction Security:
- (A) the Transaction Security will be first ranking, to the extent possible;
 - (B) the Transaction Security shall not be enforceable until the occurrence of an Acceleration Event; and
 - (C) the Transaction Security shall not adversely impact or restrict the ordinary course operations of the Group (if such actions are otherwise permitted under the Primary Finance Documents).
- 4.3 Any requirements for perfection of Transaction Security and the trigger events relating to any other rights and obligations of the parties under any Security Documents shall be consistent with the approach taken in the English law governed Transaction Security Documents entered into on or around the date of this Agreement, unless the Company and the Security Agent (each acting reasonably) agree otherwise.
- 4.4 Each Security Document must contain a clause which records that if there is a direct conflict between the Security Document and this Agreement then (to the fullest extent permitted by law) the provisions of this Agreement will take priority over the provisions of the Security Document.

5. Governing law

- 5.1 All Security Documents (other than Transaction Security over shares, bank accounts, receivables, insurances, hedging agreements and intragroup loan agreements pursuant to paragraphs 5.2 to 5.5 below) will be governed by the law of the jurisdiction of incorporation of the applicable grantor of Transaction Security unless that grantor of Transaction Security has material assets (including material real estate and material intellectual property) located in, or which are otherwise subject to the laws of, those jurisdictions in which case further Transaction Security may be required by the Security Agent in those jurisdictions, subject always to these Agreed Security Principles.
- 5.2 Transaction Security over shares shall be governed by the laws of the country to be agreed between the Company and the Security Agent (each acting reasonably) and could be governed by the laws of the country in which the entity whose shares are being secured is incorporated and not necessarily by the laws of the country in which the grantor of such Transaction Security is incorporated.

- 5.3 Transaction Security over bank accounts or real estate shall be governed by the laws of the country to be agreed between the Company and the Security Agent (each acting reasonably) and could be governed by the laws of the country in which the bank account or real estate is located and not necessarily by the laws of the country in which the grantor of such Transaction Security is incorporated.
- 5.4 Transaction Security over intellectual property shall be governed by the laws of the country to be agreed between the Company and the Security Agent (each acting reasonably), having regard to the materiality and type of the intellectual property concerned and not necessarily by the laws of the country in which the grantor of such Transaction Security is incorporated.
- 5.5 Transaction Security over receivables, insurances, hedging agreements and intragroup loan agreements shall be governed by the laws of the country to be agreed between the Company and the Security Agent (each acting reasonably) and could be governed by the laws of the governing law of the receivable, insurance, hedging agreement or intragroup loan agreement concerned and not necessarily by the laws of the country in which the grantor of such Transaction Security is incorporated.

6. Joint ventures

No Transaction Security shall be granted over the shares, stock or securities issued by any joint venture to any member of the Group which are restricted from being secured under a joint venture agreement, shareholder agreement or other similar agreement.

Schedule 4

Form of NTL Commitment Letter

[FORM OF NTL COMMITMENT LETTER]

To: **John Wood Group PLC, Sir Ian Wood House Hareness Road, Altens Industrial Estate, Aberdeen, Scotland, AB12 3LE, United Kingdom (the “Parent Company” or “you”)**

By email to: [REDACTED] ([REDACTED]); [REDACTED]
([REDACTED]); [REDACTED] ([REDACTED])
[REDACTED] and [REDACTED] ([REDACTED])

**Project Astra – Lock-Up Agreement originally dated _____ August 2025 between,
among others, the Parent Company and the Creditors (as defined therein)
(the “Agreement”)**

1. We refer to the Agreement. This is an NTL Commitment Letter. Terms defined in the Agreement have the same meaning in this NTL Commitment Letter unless given a different meaning in this NTL Commitment Letter.
2. For the purposes of this NTL Commitment Letter:
 - (a) **“NTL Maximum Commitment”** means the maximum aggregate principal amount that we irrevocably commit to participate in the New Term Loan Facility being the lower of (i) the amount as set out in the relevant table on our signature page below or (ii) the NTL Maximum Commitment Cap; and
 - (b) **“Elevated Amount”, “Elevated Amount Allocated Portion” and “Instrument”** each have the meaning given to them in the A&E Implementation Deed.
3. We, being a Participant, write to inform you that we hereby irrevocably:
 - (a) commit to participate in the New Term Loan Facility for our NTL Maximum Commitment;
 - (b) elect to be treated as either (a) a Minimum Hold Party or (b) a Scale Back Party as indicated in our signature page below for the purposes of calculating NTL Commitments in accordance with the Agreement and the Creditor Scheme (if applicable); and
 - (c) unless otherwise specified in our signature page below, elect to participate in the New Term Loan Facility in the form of [a loan].

For the avoidance of doubt, nothing in the Agreement or the Creditor Scheme (if applicable) shall require us to participate in an amount greater than our NTL Maximum Commitment.

4. We acknowledge that our actual participation in the New Term Loan Facility and the amount and allocation of our Commitments to be elevated will be calculated in accordance with the Agreement, this letter, the Creditor Scheme (if applicable), and the A&E Implementation Deed.
5. To the extent we have elected to be a Scale Back Party, we acknowledge that, by making that election, our NTL Commitment may be reduced below our Pro Rata Entitlement (potentially to zero) when applying the calculations for determining actual participation in

the New Term Loan Facility as set out in the Agreement, this letter and the Creditor Scheme (if applicable).

6. To the extent we have elected to be a Minimum Hold Party, we acknowledge that our NTL Commitment may be reduced to (but not below) our Pro Rata Entitlement when applying the calculations for determining actual participation in the New Term Loan Facility as set out in the Agreement, this letter and the Creditor Scheme (if applicable).
7. With respect to the elevation of our Commitments in accordance with the Agreement, the Creditor Scheme (if applicable) and the A&E Implementation Deed (to the extent our NTL Commitment is not reduced to zero), and subject to the terms of the Agreement, the Creditor Scheme (if applicable) and the A&E Implementation Deed, we set out in the relevant table on our signature page below the allocation (as a percentage) of our Elevated Amount across the Instruments to which we are party.
8. To the extent that we request elevation of any given Instrument and do not have sufficient holdings of that Instrument for such elevation, any Elevated Amount that is not capable of being allocated to that Instrument shall be automatically and irrevocably allocated pro rata across our remaining Instruments (for which we have not already been fully elevated), by reference to our un-elevated holdings in those Instruments, in accordance with the mechanics set out in the Agreement, the Creditor Scheme (if applicable) and the A&E Implementation Deed.
9. We confirm that, if the Elevated Amount exceeds the amount of our Commitments, the Parent Company is irrevocably authorised to reduce the amount specified in the relevant table on our signature page below such that our NTL Maximum Commitment is capped at the amount necessary to elevate the entirety of our Commitments in accordance with the A&E Implementation Deed (the “**NTL Maximum Commitment Cap**”).
10. We will enter into the relevant documents with respect to the New Term Loan Facility in accordance with the Agreement, the A&E Implementation Deed and the Creditor Scheme (if applicable).
11. Subject to paragraph 14, this letter may not be amended, modified or withdrawn without the prior written consent of the Parent Company, except where the Agreement is otherwise terminated with respect to the Participant in accordance with its terms (other than on the A&E Effective Date).
12. Our obligations under this letter are at all times subject to, and limited by, the provisions of clause 6.10(B) of the Agreement. Nothing in this letter shall be construed as requiring us to act, or refrain from acting, in any manner inconsistent with, or otherwise in contravention of, clause 6.10(B) of the Agreement.
13. Clause 12.27 of the Agreement shall be deemed to be incorporated into this letter as if set out in full herein, and references in that clause to ‘Party’ or ‘Parties’ shall be construed as references to the parties to this letter.
14. This letter and our obligations thereunder shall automatically expire and terminate with immediate effect upon the termination of the Agreement (other than on the A&E Effective Date).
15. The terms of this letter may be enforced and relied upon only by you and us and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.
16. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law. The parties to this letter hereby irrevocably submit to the exclusive

jurisdiction of the English Courts in respect of any claim or dispute arising out of or in connection with this letter.

Minimum Hold Party / Scale Back Party Election

We elect to be treated as a:

- ☐ Minimum Hold Party
- ☐ Scale Back Party

in accordance with the NTL Commitment Letter.

NTL Maximum Commitment

Amount (USD)

Allocation of Commitments to be elevated

Instrument	Percentage split of Elevated Amount as between Instruments
[to be populated, but listing RCF, TL and each series of PPNS]	_____ %
	_____ %
	_____ %

.....

for and on behalf of
[Insert Participant]

Date: 2025

Schedule 5

Interim Amendments

Part A: RCF

Schedule 5
Interim Amendments

RCF

1. Permitted Borrowings

- 1.1 The definition of “Permitted Borrowings” under Clause 1.1 (*Definitions*) of the RCF is deleted in its entirety and replaced with the following:

“Permitted Borrowings” means:

- (a) *Borrowings arising under the Finance Documents;*
- (b) *any unsecured intra-Group indebtedness between Group Companies that either:*
 - i. *existed as of 19 March 2025;*
 - ii. *are incurred in connection with any cash pooling or cash sweeping arrangement in effect as of 19 March 2025 and operated in the ordinary course of business;*
 - iii. *arises as part of any Permitted Non-Core Asset Transaction (or required pursuant to the terms of such Permitted Non-Core Asset Transaction) to which the Majority Lenders have given their prior written consent;*
 - iv. *are made where necessary or desirable to facilitate: (x) the transfer of Net Disposal Proceeds to the Disposal Proceeds Account; (y) 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 (z) the transfer of proceeds out of the Receivables Financing SPV to other members of the Group; or*
 - v. *are incurred as part of any Cash Management Activities;*
- (c) *any Borrowings listed in Schedule 19 (Borrowings), except to the extent the total commitments in respect of such Borrowings exceed the amount stated in that schedule;*
- (d) *Borrowings 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 Borrowings incurred pursuant to this paragraph (d) shall not exceed \$40,000,000 (or its equivalent in any currency) at any time;*
- (e) *Borrowings arising under the Interim Facility and any unsecured intra-Group indebtedness between Group Companies incurred to facilitate (i) the transfer of cash*

collateral from the Blocked Account (as defined in the Interim 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 Interim 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 Interim Facility; and

(f) to the extent not covered by (a) and (e) above, any unsecured Borrowings not exceeding an aggregate amount equal to \$15,000,000 (or its equivalent in another currency or currencies)."

1.2 The following new definitions shall be inserted into Clause 1.1 (*Definitions*) of the RCF as follows:

*“**Cash Management Activities**” means the 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)."*

*“**Interim Facility**” means the cash facility entered into by, amongst others, the Company and [REDACTED] as facility agent on or around the date of the Lock-Up Agreement."*

*“**Non-Core Asset**” means the assets, companies and businesses referred to in clause 6.7(W) of the Lock-Up Agreement."*

*“**Permitted Non-Core Asset Transaction**” means any transaction or step necessary or desirable to facilitate the separation and carve-out of any Non-Core Asset (or any part thereof) to which the Majority Lenders have given their prior written consent."*

*“**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."*

2. Permitted Guarantee

2.1 The definition of “Permitted Guarantee” under Clause 1.1 (*Definitions*) of the RCF is deleted in its entirety and replaced with the following:

*“**Permitted Guarantee**” means:*

(a) any guarantee or indemnity arising pursuant to any 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 Borrowings, where such counter-indemnities or guarantees are (i) in effect as of 19 March 2025 or (ii) granted in respect of Permitted Borrowings under paragraph (f) 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 19 March 2025, 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 Agent (acting on the instructions of the Majority Lenders) has 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 of 19 March 2025;
- (i) to the extent not covered by (a) to (h) above, any guarantee listed in Schedule 20 (Guarantees) and outstanding as of 19 March 2025, (except to the extent that the principal amount of any Borrowings guaranteed by that guarantee exceeds the amount stated in that schedule);
- (j) any guarantee or indemnity arising in respect of the Sidara Funding;
- (k) any guarantee or indemnity arising in respect of the Interim Facility;
- (l) 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; or
- (m) any guarantee granted in respect of any Permitted Receivables Financing.

2.2 Schedule 20 (Guarantees) of the RCF shall be amended by inserting the following immediately after paragraph 5 therein:

- “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)."*
9. *Any counter-indemnity or indemnity obligation in respect any surety bonds agreements which is outstanding as at the Lock-up Agreement Effective Date."*

2.3 The following new definitions shall be inserted into Clause 1.1 (*Definitions*) of the RCF as follows:

*"**Lock-up Agreement Effective Date**" has the meaning given to that term in the Lock-up Agreement."*

*"**Sidara Funding**" means any Borrowings incurred by any member of the Group owing to Sidara or any of its Subsidiaries from time to time pursuant to a facility agreement entered into between the Company and Sidara Limited on or around the date of the Lock-up Agreement."*

3. Permitted Acquisition

3.1 The definition of "Permitted Acquisition" under Clause 1.1 (*Definitions*) of the RCF is deleted in its entirety and replaced with the following:

*"**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 \$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 of 19 March 2025;*
- (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 \$10,000,000 (or its equivalent in another currency) at any time));*
- (d) arising as part of any Permitted Non-Core Asset Transaction (or required pursuant to the terms of such Permitted Non-Core Asset Transaction) to which the Majority Lenders have provided their prior written consent;*
- (e) any acquisition arising as a result of the Permitted Receivables Financing; and*
- (f) an acquisition by any member of the Group in relation to which the Majority Lenders have given their prior written consent."*

3.2 The following new definition shall be inserted into Clause 1.1 (*Definitions*) of the RCF as follows:

*“**Lock-Up Agreement**” means the lock-up agreement entered into by, amongst others, the Company and certain of the Lenders on [●] August 2025.”*

4. Permitted Disposal

4.1 The definition of “Permitted Disposal” under Clause 1.1 (*Definitions*) of the RCF is deleted in its entirety and replaced with the following:

*“**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) the making of any 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 Agent (acting on the instructions of the Majority Lenders);*
- (g) of Permitted Cash Collateral;*
- (h) in respect of which the Majority Lenders 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 Agent 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 Agent 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 Agent 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 Agent 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) arising as part of any *Permitted Non-Core Asset Transaction* (or required pursuant to the terms of such *Permitted Non-Core Asset Transaction*) to which the Majority Lenders have given their prior written consent.”

4.2 The following new definition shall be inserted into Clause 1.1 (Definitions) of the RCF as follows:

“*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.”

5. Permitted Cash Collateral

5.1 The definition of “Permitted Cash Collateral” under Clause 1.1 (*Definitions*) of the RCF is deleted in its entirety and replaced with the following:

“*Permitted Cash Collateral*” means cash collateral in respect of any counter-indemnity or guarantee obligation granted by any member of the Group on or following 19 March 2025 in respect of any performance, bid, surety or similar bonds, letters of credits or guarantees provided that:

- (a) the prior written consent of the Majority Lenders has been obtained in respect thereof;
- (b) which constitutes cash collateral granted using the proceeds of the Interim Facility; or
- (c) to the extent not covered by (a) or (b) above:
 - i. the aggregate cash collateral provided by all members of the Group does not exceed \$10,000,000;
 - ii. such cash collateral is not provided in respect of any Other Principal Financing Agreement;
 - iii. 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
 - iv. any such cash collateral granted in relation to a counter-indemnity or guarantee obligation shall be released upon termination of that obligation.”

6. Permitted Security

- 6.1 The following new definitions shall be inserted into Clause 1.1 (*Definitions*) of the RCF as follows:

*“**PNG Loan Agreement**” means the loan agreement originally dated 13 December 2023 (as amended and varied from time to time), between Wood Group PNG Limited and [REDACTED].*”

*“**PNG Loan Creditors**” means each Lender (as defined in the PNG Loan Agreement).*”

- 6.2 The definition of “Permitted Security” under Clause 1.1 (*Definitions*) of the RCF is deleted in its entirety and replaced with the following:

*“**Permitted Security**” means:*

- (a) any Security entered into pursuant to any Finance Document;*
- (b) any Security 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 \$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 Security over or affecting any asset acquired by a member of the Group after the date of this Agreement if:*
 - i. the Security 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 Security 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 Security over or affecting any asset of any company which becomes a member of the Group after the date of this Agreement, where the Security is created prior to the date on which that company becomes a member of the Group, if:
- i. the Security 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 Security 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 Security 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 Security 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 Security ("**Replacement Security**") created to replace or renew or in substitution for any Security otherwise permitted ("**Prior Security**") where the Replacement Security is granted in respect of the same asset as the Prior Security and does not secure an amount in excess of the amount secured by the Prior Security;
- (l) any Security 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 Security granted to secure obligations under the Permitted Receivables Financings;
- (n) any Security in respect of any Permitted Cash Collateral as permitted under this Agreement;
- (o) any Security granted by any member of the Group in respect of any Permitted Bid Bond;
- (p) any set off arrangement granted in favour of the PNG Loan Creditors in accordance with the terms of the PNG Loan Agreement; and
- (q) any Security granted in favour of the lenders in respect of the Interim Facility (the **"Interim Facility Security"**).

7. Permitted Receivables Financing

- 7.1 The definition of "Permitted Receivables Financing" under Clause 1.1 (*Definitions*) of the RCF is deleted in its entirety and replaced with the following:

"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 the Agent dated 15 August 2025).

8. Dividends / Payment of shareholder debt

- 8.1 Paragraph 4.1(C) of the March Waiver Letter (as defined in the RCF) shall cease to apply from the Lock-Up Agreement Effective Date (as defined in the RCF, as amended pursuant to this Schedule), without affecting the numbering of the following paragraphs.
- 8.2 A new Clause 22.17 (*Dividends, etc.*) shall be inserted immediately after Clause 22.16 (*Cash Collateralisation*) of the RCF as follows:

"22.17 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; or
 - iv. redeem, repurchase, defease, retire or repay any of its share capital or resolve to do so;

- v. *make any other payment to a Shareholder Entity in its capacity as such without the prior written consent of the Agent (acting on the instructions of the Majority Lenders).*

(b) Paragraph (a) above does not apply to any Permitted Payment”

8.3 A new definition shall be inserted into Clause 1.1 (*Definitions*) of the RCF as follows:

“*Permitted Payment*” means:

- (a) the payment of a dividend, distribution, payment or other transaction referred to in Clause 22.17 (Dividends etc.) 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 Clause 22.17 (Dividends etc.) 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 \$10,000,000 (or its equivalent in other currencies) in each rolling 12 month period commencing from the Lock-Up Agreement Effective Date;*
- (c) the acquisition, purchase or cancellation of shares pursuant to any employee incentive scheme in effect as at 19 March 2025; and*
- (d) a payment arising as part of any Permitted Non-Core Asset Transaction (or required pursuant to the terms of such Permitted Non-Core Asset Transaction) to which the Majority Lenders have provided their prior written consent.”*

9. Net Disposal Proceeds

9.1 The following new definitions shall be inserted into Clause 1.1 (*Definitions*) of the RCF as follows:

“*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.”*

“*Disposal Proceeds SPV*” means John Wood Group Funding Limited.”

“*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)."*

"Permitted SPV Activities" means:

- (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 Borrowings to facilitate the transfer of Net Disposal Proceeds to the Disposal Proceeds Account;*
- (d) *the repayment of any Permitted Borrowings 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, the transfer or withdrawal of cash from the Disposal Proceeds Account); and*
- (f) *maintaining its corporate or other organisational existence."*

- 9.2 A new Clause 19.16 (*Disposal Proceeds SPV*) shall be inserted immediately after Clause 19.15 (*Repetition*) of the RCF as follows:

"19.16 Disposal Proceeds SPV

Except as permitted under the Finance Documents, prior to the Lock-up Agreement Effective Date, the Disposal Proceeds SPV has not traded or incurred any liabilities or commitments (actual or contingent, present or future)."

- 9.3 A new Clause 22.18 (*Net Disposal Proceeds*) shall be inserted immediately after Clause 22.17 (*Dividends, etc.*) of the RCF as follows:

"22.18 Net Disposal Proceeds

- (a) *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.*
- (b) *The Company shall ensure that all Net Disposal Proceeds received by the Company following the Lock-Up Agreement Effective Date are, promptly and in any*

event within two Business Days upon receipt by any member of the Group, paid into the Disposal Proceeds Account.

- (c) 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) use cash held in the Disposal Proceeds Account for the Group's liquidity purposes prior to drawing the Facility; provided, however, that this paragraph (c)(ii) shall not apply (A) at any time when the balance in the Disposal Proceeds Account is less than or equal to US\$60,000,000 (or would become so as a result of the relevant withdrawal) or (B) at any time from the occurrence of a Plan B Covenant Trigger Event until the satisfaction of the Plan B Disposal Proceeds Account Unblock Condition.
- (d) Subject to paragraphs (e) and (f) below, the Company may withdraw or transfer cash from the Disposal Proceeds Account (such amounts being the **"Withdrawn Amounts"**) provided that:
 - i. the Withdrawn Amounts are required for the liquidity purposes of the Group as shown by the latest Cashflow Forecast;
 - ii. (to the extent available) the Available Permitted Receivables Financing has been utilised in full to the extent permitted under the terms of the Permitted Receivables Financing;
 - iii. none of the Withdrawn Amounts will be applied towards the prepayment or repayment of any amount outstanding under the Facility;
 - iv. following such withdrawal or transfer, the Disposal Proceeds Account would not be overdrawn and the balance of the Disposal Proceeds Account would not be less than US\$60,000,000; and
 - v. one member of the Transaction Committee notifies the Agent in writing of such withdrawal or transfer in advance and confirms (A) the amount of Withdrawn Amounts and (B) that the Transaction Committee has determined that the requirements in paragraphs (i) to (iii) above have been satisfied.
- (e) 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 Majority ITL Lenders (acting reasonably) has been obtained (the **"Plan B Disposal Proceeds Account Unblock Condition"**).
- (f) Following the occurrence of a Plan B Covenant Trigger Event, 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 Majority ITL Lenders 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 the conditions outlined in paragraph (d) above are satisfied.

- (g) *The Company shall ensure that 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 Interim Facility Security.*
- (h) *Promptly following the delivery of a Cashflow Forecast and in any event within two Business Days, the Company shall transfer the Cash Sweep Amount into the Disposal Proceeds Account.*
- (i) *The Company shall not repay any part of a Loan (other than a Rollover Loan) unless it has transferred the Cash Sweep Amount into the Disposal Proceeds Account in respect of the immediately preceding Cashflow Forecast Delivery Date and the balance of the Disposal Proceeds Account is equal to the Disposal Proceeds Maximum Amount.*
- (j) *For the avoidance of doubt, the Company shall not be required to draw the Facility to satisfy the requirement in paragraph (h) at any time.*
- (k) *For the purposes of this Clause 22.18 (and where applicable in this Agreement):*

"Account Bank (Disposal Proceeds Account)" means [REDACTED].

"Cash Sweep Amount" means in respect of any Cashflow Forecast Delivery Date, an amount of Excess Cash equal to:

(a) the lower of:

i. US\$60,000,000; and

ii. the maximum balance that there has ever been in the Disposal Proceeds Account prior to the Cashflow Forecast Delivery Date,

(the "Disposal Proceeds Maximum Amount"), less

(b) the available balance in the Disposal Proceeds Account as at the Cashflow Forecast Delivery Date,

provided, however, that if on any Cashflow Forecast Delivery Date:

(c) the amount of Excess Cash as at the Cashflow Forecast Delivery Date is less than the Cash Sweep Amount calculated pursuant to paragraphs (a) and (b) above, the Cash Sweep Amount shall be deemed to be the amount of Excess Cash as at the Cashflow Forecast Delivery Date; and

(d) the available balance in the Disposal Proceeds Account exceeds the Disposal Proceeds Maximum Amount, the Cash Sweep Amount shall be zero.

“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 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).

“Excess Cash” means, in respect of a Cashflow Forecast Delivery Date, cash which has been forecast by the Company (acting reasonably and in good faith) to not be required for the Group’s liquidity requirements in the period beginning on such Cashflow Forecast Delivery Date and ending on the immediately following Cashflow Forecast Delivery Date or to maintain an appropriate cash buffer during that period in an amount determined by the Company (acting reasonably and in good faith) (such amount not to exceed \$50,000,000).

“Majority ITL Lenders” has the meaning given to the term “Majority Lenders” in the Interim Facility.

“Plan B Covenant Trigger Event” means:

- (a) any “Plan B Trigger Event” as defined in the Lock-Up Agreement; or
- (b) any prepayment or cancellation in respect of the Sidara Funding has occurred.

“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.”

- 9.4 A new Clause 22.19 (Order of drawing) shall be inserted immediately after Clause 22.18 (Net Disposal Proceeds) of the RCF as follows:

“22.19 Order of drawing

Subject to the provisions in Clause 22.18(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 in each case for liquidity purposes prior to drawing any Facility.”

- 9.5 A new Clause 22.20 (SPVs) shall be inserted immediately after Clause 22.19 (Order of drawing) of the RCF as follows:

“22.20 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.”*

10. Cashflow Forecast

- 10.1 Paragraph 5.3 of the March Waiver Letter (as defined in the RCF) shall be amended with effect on and from the Lock-Up Agreement Effective Date (as defined in the RCF, as amended pursuant to this Schedule) by replacing “On each Monday falling after the Effective Date” with “On each Cashflow Forecast Delivery Date”.
- 10.2 A new definition shall be inserted into Clause 1.1 (Definitions) of the RCF as follows:

““Cashflow Forecast Delivery Date” means each Monday (or, if such day is not a Business Day, the immediately following Business Day).”

11. Financial statements

- 11.1 Clause 20.1(b) (Financial statements) of the RCF shall be amended with effect on and from the Lock-Up Agreement Effective Date (as defined in the RCF, as amended pursuant to this Schedule) by adding “(provided, however, that the Company shall provide its consolidated financial statements for its financial half year ended 30 June 2025 by no later than 30 November 2025)” immediately after the reference to “financial half year”.

Part B: Term Loan

Schedule 5
Interim Amendments

Term Loan

1. Permitted Borrowings

- 1.1 The definition of “Permitted Borrowings” under Clause 1.1 (*Definitions*) of the Term Loan is deleted in its entirety and replaced with the following:

“Permitted Borrowings” means:

- (a) *Borrowings arising under the Finance Documents;*
- (b) *any unsecured intra-Group indebtedness between Group Companies that either:*
 - i. *existed as of 19 March 2025;*
 - ii. *are incurred in connection with any cash pooling or cash sweeping arrangement in effect as of 19 March 2025 and operated in the ordinary course of business;*
 - iii. *arises as part of any Permitted Non-Core Asset Transaction (or required pursuant to the terms of such Permitted Non-Core Asset Transaction) to which the Majority Lenders have given their prior written consent;*
 - iv. *are made where necessary or desirable to facilitate: (x) the transfer of Net Disposal Proceeds to the Disposal Proceeds Account; (y) 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 (z) the transfer of proceeds out of the Receivables Financing SPV to other members of the Group; or*
 - v. *are incurred as part of any Cash Management Activities.*
- (c) *any Borrowings listed in Schedule 17 (Borrowings), except to the extent the total commitments in respect of such Borrowings exceed the amount stated in that schedule;*
- (d) *Borrowings 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 Borrowings incurred pursuant to this paragraph (d) shall not exceed \$40,000,000 (or its equivalent in any currency) at any time;*
- (e) *Borrowings arising under the Interim Facility and any unsecured intra-Group indebtedness between Group Companies incurred to facilitate (i) the transfer of cash*

collateral from the Blocked Account (as defined in the Interim 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 Interim 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 Interim Facility; and

(f) to the extent not covered by (a) and (e) above, any unsecured Borrowings not exceeding an aggregate amount equal to \$15,000,000 (or its equivalent in another currency or currencies)."

1.2 The following new definitions shall be inserted into Clause 1.1 (*Definitions*) of the Term Loan as follows:

"Cash Management Activities" means the 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)."

"Interim Facility" means the cash facility entered into by, amongst others, the Company and [REDACTED] as facility agent on or around the date of the Lock-Up Agreement."

"Non-Core Asset" means the assets, companies and businesses referred to in clause 6.7(W) of the Lock-Up Agreement."

"Permitted Non-Core Asset Transaction" means any transaction or step necessary or desirable to facilitate the separation and carve-out of any Non-Core Asset (or any part thereof) to which the Majority Lenders have given their prior written consent."

"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."

2. Permitted Guarantee

2.1 The definition of "Permitted Guarantee" under Clause 1.1 (*Definitions*) of the Term Loan is deleted in its entirety and replaced with the following:

"Permitted Guarantee" means:

(a) any guarantee or indemnity arising pursuant to any 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 Borrowings, where such counter-indemnities or guarantees are (i) in effect as of 19 March 2025 or (ii) granted in respect of Permitted Borrowings under paragraph (f) 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 19 March 2025, 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 Agent (acting on the instructions of the Majority Lenders) has 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 of 19 March 2025;*
- (i) to the extent not covered by (a) to (h) above, any guarantee listed in Schedule 18 (Guarantees) and outstanding as of 19 March 2025, (except to the extent that the principal amount of any Borrowings guaranteed by that guarantee exceeds the amount stated in that schedule);*
- (j) any guarantee or indemnity arising in respect of the Sidara Funding;*
- (k) any guarantee or indemnity arising in respect of the Interim Facility;*
- (l) 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; or*
- (m) any guarantee granted in respect of any Permitted Receivables Financing.*

2.2 Schedule 18 (*Guarantees*) of the Term Loan shall be amended by inserting the following immediately after paragraph 5 therein:

- “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).”
9. Any counter-indemnity or indemnity obligation in respect any surety bonds agreements which is outstanding as at the Lock-up Agreement Effective Date.”

2.3 The following new definitions shall be inserted into Clause 1.1 (*Definitions*) of the Term Loan as follows:

“**Lock-up Agreement Effective Date**” has the meaning given to that term in the Lock-up Agreement.”

“**Sidara Funding**” means any Borrowings incurred by any member of the Group owing to Sidara or any of its Subsidiaries from time to time pursuant to a facility agreement entered into between the Company and Sidara Limited on or around the date of the Lock-up Agreement.”

3. Permitted Acquisition

3.1 The definition of “Permitted Acquisition” under Clause 1.1 (*Definitions*) of the Term Loan is deleted in its entirety and replaced with the following:

“**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 \$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 of 19 March 2025;
- (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 \$10,000,000 (or its equivalent in another currency) at any time));

(d) arising as part of any Permitted Non-Core Asset Transaction (or required pursuant to the terms of such Permitted Non-Core Asset Transaction) to which the Majority Lenders have provided their prior written consent;

(e) any acquisition arising as a result of the Permitted Receivables Financing; and

(f) an acquisition by any member of the Group in relation to which the Majority Lenders have given their prior written consent.”

3.2 The following new definition shall be inserted into Clause 1.1 (*Definitions*) of the Term Loan as follows:

““Lock-Up Agreement” means the lock-up agreement entered into by, amongst others, the Company and certain of the Lenders on 29 August 2025.”

4. Permitted Disposal

4.1 The definition of “Permitted Disposal” under Clause 1.1 (*Definitions*) of the Term Loan is deleted in its entirety and replaced with the following:

““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) the making of any 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 Agent (acting on the instructions of the Majority Lenders);

(g) of Permitted Cash Collateral;

(h) in respect of which the Majority Lenders 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 Agent 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 Agent 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 Agent 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 Agent 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) arising as part of any Permitted Non-Core Asset Transaction (or required pursuant to the terms of such Permitted Non-Core Asset Transaction) to which the Majority Lenders have given their prior written consent.”

4.2 The following new definition shall be inserted into Clause 1.1 (*Definitions*) of the Term Loan as follows:

“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.

5. Permitted Cash Collateral

5.1 The definition of “Permitted Cash Collateral” under Clause 1.1 (*Definitions*) of the Term Loan is deleted in its entirety and replaced with the following:

“Permitted Cash Collateral” means cash collateral in respect of any counter-indemnity or guarantee obligation granted by any member of the Group on or following 19 March 2025 in respect of any performance, bid, surety or similar bonds, letters of credits or guarantees provided that:

(a) the prior written consent of the Majority Lenders has been obtained in respect thereof;

(b) which constitutes cash collateral granted using the proceeds of the Interim Facility; or

(c) to the extent not covered by (a) or (b) above:

- i. *the aggregate cash collateral provided by all members of the Group does not exceed \$10,000,000;*
- ii. *such cash collateral is not provided in respect of any Other Principal Financing Agreement;*
- iii. *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*
- iv. *any such cash collateral granted in relation to a counter-indemnity or guarantee obligation shall be released upon termination of that obligation."*

6. Permitted Security

- 6.1 The following new definitions shall be inserted into Clause 1.1 (*Definitions*) of the Term Loan as follows:

"PNG Loan Agreement" means the loan agreement originally dated 13 December 2023 (as amended and varied from time to time), between Wood Group PNG Limited and [REDACTED]

"PNG Loan Creditors" means each Lender (as defined in the PNG Loan Agreement)."

- 6.2 The definition of "Permitted Security" under Clause 1.1 (*Definitions*) of the Term Loan is deleted in its entirety and replaced with the following:

"Permitted Security" means:

- (a) *any Security entered into pursuant to any Finance Document;*
- (b) *any Security 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 \$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 Security over or affecting any asset acquired by a member of the Group after the date of this Agreement if:*
- i. the Security 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 Security 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 Security over or affecting any asset of any company which becomes a member of the Group after the date of this Agreement, where the Security is created prior to the date on which that company becomes a member of the Group, if:*
- i. the Security 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 Security 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 Security 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 Security 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 Security ("**Replacement Security**") created to replace or renew or in substitution for any Security otherwise permitted ("**Prior Security**") where the Replacement Security is granted in respect of the same asset as the Prior Security and does not secure an amount in excess of the amount secured by the Prior Security;*
- (l) *any Security 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 Security granted to secure obligations under the Permitted Receivables Financings;*
- (n) *any Security in respect of any Permitted Cash Collateral as permitted under this Agreement;*
- (o) *any Security granted by any member of the Group in respect of any Permitted Bid Bond;*
- (p) *any set off arrangement granted in favour of the PNG Loan Creditors in accordance with the terms of the PNG Loan Agreement; and*
- (q) *any Security granted in favour of the lenders in respect of the Interim Facility (the "**Interim Facility Security**")."*

7. Permitted Receivables Financing

- 7.1 The definition of "Permitted Receivables Financing" under Clause 1.1 (*Definitions*) of the Term Loan is deleted in its entirety and replaced with the following:

"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 the Agent dated 15 August 2025)."

8. Dividends / Payment of shareholder debt

8.1 Paragraph 4.1(C) of the March Waiver Letter (as defined in the Term Loan) shall cease to apply from the Lock-Up Agreement Effective Date (as defined in the Term Loan, as amended pursuant to this Schedule), without affecting the numbering of the following paragraphs.

8.2 A new Clause 21.16 (*Dividends etc.*) shall be inserted immediately after Clause 21.15 (*Cash Collateralisation*) of the Term Loan as follows:

“21.16 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; or*
- iv. redeem, repurchase, defease, retire or repay any of its share capital or resolve to do so;*
- v. make any other payment to a Shareholder Entity in its capacity as such without the prior written consent of the Agent (acting on the instructions of the Majority Lenders).*

(b) Paragraph (a) above does not apply to any Permitted Payment”

8.3 A new definition shall be inserted into Clause 1.1 (*Definitions*) of the Term Loan as follows:

““Permitted Payment” means:

- (a) the payment of a dividend, distribution, payment or other transaction referred to in Clause 21.16 (Dividends etc.) 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 Clause 21.16 (Dividends etc.) 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*

\$10,000,000 (or its equivalent in other currencies) in each rolling 12 month period commencing from the Lock-Up Agreement Effective Date;

(c) the acquisition, purchase or cancellation of shares pursuant to any employee incentive scheme in effect as at 19 March 2025; and

(d) a payment arising as part of any Permitted Non-Core Asset Transaction (or required pursuant to the terms of such Permitted Non-Core Asset Transaction) to which the Majority Lenders have provided their prior written consent.”

9. Net Disposal Proceeds

9.1 The following new definitions shall be inserted into Clause 1.1 (*Definitions*) of the Term Loan as follows:

“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.”

“Disposal Proceeds SPV” means John Wood Group Funding Limited.”

“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).”

“Permitted SPV Activities” means:

(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 Borrowings to facilitate the transfer of Net Disposal Proceeds to the Disposal Proceeds Account;

- (d) *the repayment of any Permitted Borrowings 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, the transfer or withdrawal of cash from the Disposal Proceeds Account); and*
- (f) *maintaining its corporate or other organisational existence.”*

9.2 A new Clause 18.16 (*Disposal Proceeds SPV*) shall be inserted immediately after Clause 18.15 (*Repetition*) of the Term Loan as follows:

“18.16 Disposal Proceeds SPV

Except as permitted under the Finance Documents, prior to the Lock-up Agreement Effective Date, the Disposal Proceeds SPV has not traded or incurred any liabilities or commitments (actual or contingent, present or future).”

9.3 A new Clause 21.17 (*Net Disposal Proceeds*) shall be inserted immediately after Clause 21.16 (*Dividends etc.*) of the Term Loan as follows:

“21.17 Net Disposal Proceeds

- (a) *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.*
- (b) *The Company shall ensure that all Net Disposal Proceeds received by the Company following the Lock-Up Agreement Effective Date are, promptly and in any event within two Business Days upon receipt by any member of the Group, paid into the Disposal Proceeds Account.*
- (c) *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) use cash held in the Disposal Proceeds Account for the Group’s liquidity purposes prior to drawing the Facility; provided, however, that this paragraph (c)(ii) shall not apply (A) at any time when the balance in the Disposal Proceeds Account is less than or equal to US\$60,000,000 (or would become so as a result of the relevant withdrawal) or (B) at any time from the occurrence of a Plan B Covenant Trigger Event until the satisfaction of the Plan B Disposal Proceeds Account Unblock Condition.*

- (d) Subject to paragraphs (e) and (f) below, the Company may withdraw or transfer cash from the Disposal Proceeds Account (such amounts being the “**Withdrawn Amounts**”) provided that:
- i. the Withdrawn Amounts are required for the liquidity purposes of the Group as shown by the latest Cashflow Forecast;
 - ii. (to the extent available) the Available Permitted Receivables Financing has been utilised in full to the extent permitted under the terms of the Permitted Receivables Financing;
 - iii. none of the Withdrawn Amounts will be applied towards the prepayment or repayment of any amount outstanding under the Facility;
 - iv. following such withdrawal or transfer, the Disposal Proceeds Account would not be overdrawn and the balance of the Disposal Proceeds Account would not be less than US\$60,000,000; and
 - v. one member of the Transaction Committee notifies the Agent in writing of such withdrawal or transfer in advance and confirms (A) the amount of Withdrawn Amounts and (B) that the Transaction Committee has determined that the requirements in paragraphs (i) to (iii) above have been satisfied.
- (e) 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 Majority ITL Lenders (acting reasonably) has been obtained (the “**Plan B Disposal Proceeds Account Unblock Condition**”).
- (f) Following the occurrence of a Plan B Covenant Trigger Event, 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 Majority ITL Lenders 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 the conditions outlined in paragraph (d) above are satisfied.
- (g) The Company shall ensure that 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 Interim Facility Security.
- (h) Promptly following the delivery of a Cashflow Forecast and in any event within two Business Days, the Company shall transfer the Cash Sweep Amount into the Disposal Proceeds Account.

- (i) *The Company shall not repay any part of a Loan unless it has transferred the Cash Sweep Amount into the Disposals Proceeds Account in respect of the immediately preceding Cashflow Forecast Delivery Date and the balance of the Disposal Proceeds Account is equal to the Disposal Proceeds Maximum Amount.*
- (j) *For the avoidance of doubt, the Company shall not be required to draw the Facility to satisfy the requirement in paragraph (h) at any time.*
- (k) *For the purposes of this Clause 22.17 (and where applicable in this Agreement):*

“Account Bank (Disposal Proceeds Account)” means [REDACTED].

“Cash Sweep Amount” means in respect of any Cashflow Forecast Delivery Date, an amount of Excess Cash equal to:

- (a) *the lower of:*

- i. *US\$60,000,000; and*
 - ii. *the maximum balance that there has ever been in the Disposal Proceeds Account prior to the Cashflow Forecast Delivery Date,*

(the “Disposal Proceeds Maximum Amount”), less

- (b) *the available balance in the Disposal Proceeds Account as at the Cashflow Forecast Delivery Date,*

provided, however, that if on any Cashflow Forecast Delivery Date:

- (c) *the amount of Excess Cash as at the Cashflow Forecast Delivery Date is less than the Cash Sweep Amount calculated pursuant to paragraphs (a) and (b) above, the Cash Sweep Amount shall be deemed to be the amount of Excess Cash as at the Cashflow Forecast Delivery Date; and*
 - (d) *the available balance in the Disposal Proceeds Account exceeds the Disposal Proceeds Maximum Amount, the Cash Sweep Amount shall be zero.*

“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 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).

“Excess Cash” means, in respect of a Cashflow Forecast Delivery Date, cash which has been forecast by the Company (acting reasonably and in good faith) to not be required for the Group’s liquidity requirements in the period beginning on such Cashflow Forecast Delivery Date and ending on the immediately following Cashflow Forecast Delivery Date or to maintain an appropriate cash buffer during that period in an amount determined by the Company (acting reasonably and in good faith) (such amount not to exceed \$50,000,000).

“Majority ITL Lenders” has the meaning given to the term “Majority Lenders” in the Interim Facility.

“Plan B Covenant Trigger Event” means:

- (a) any “Plan B Trigger Event” as defined in the Lock-Up Agreement; or
- (b) any prepayment or cancellation in respect of the Sidara Funding has occurred.

“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.”

- 9.4 A new Clause 22.18 (Order of drawing) shall be inserted immediately after Clause 21.17 (Net Disposal Proceeds) of the Term Loan as follows:

“22.18 Order of drawing

Subject to the provisions in Clause 22.17(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 in each case for liquidity purposes prior to drawing any Facility.”

- 9.5 A new Clause 22.19 (SPVs) shall be inserted immediately after Clause 22.18 (Order of drawing) of the Term Loan as follows:

“22.19 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.”*

10. Cashflow Forecast

10.1 Paragraph 5.3 of the March Waiver Letter (as defined in the Term Loan) shall be amended with effect on and from the Lock-Up Agreement Effective Date (as defined in the Term Loan, as amended pursuant to this Schedule) by replacing “*On each Monday falling after the Effective Date*” with “*On each Cashflow Forecast Delivery Date*”.

10.2 A new definition shall be inserted into Clause 1.1 (*Definitions*) of the Term Loan as follows:

*““**Cashflow Forecast Delivery Date**” means each Monday (or, if such day is not a Business Day, the immediately following Business Day).”*

11. Financial statements

Clause 19.1(b) (*Financial statements*) of the Term Loan shall be amended with effect on and from the Lock-Up Agreement Effective Date (as defined in the Term Loan, as amended pursuant to this Schedule) by adding “(provided, however, that the Company shall provide its consolidated financial statements for its financial half year ended 30 June 2025 by no later than 30 November 2025)” immediately after the reference to “financial half year”.

Part C: 2014 NPA

Schedule 5
Interim Amendments

2014 NPA

1. Permitted Borrowings

- 1.1 The definition of “Permitted Borrowings” under Schedule B (*Defined Terms*) of the 2014 NPA is deleted in its entirety and replaced with the following:

“Permitted Borrowings” means:

- (a) *Borrowings arising under this Agreement, the Notes or the Subsidiary Guarantee Deeds;*
- (b) *any unsecured intra-Group indebtedness between Group Companies that either:*
 - i. *existed as of 19 March 2025;*
 - ii. *is incurred in connection with any cash pooling or cash sweeping arrangement in effect as of 19 March 2025 and operated in the ordinary course of business;*
 - iii. *arises as part of any Permitted Non-Core Asset Transaction (or required pursuant to the terms of such Permitted Non-Core Asset Transaction) to which the Required Holders have given their prior written consent;*
 - iv. *is made where necessary or desirable to facilitate: (x) the transfer of Net Disposal Proceeds to the Disposal Proceeds Account; (y) 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 (z) the transfer of proceeds out of the Receivables Financing SPV to other members of the Group; or*
 - v. *are incurred as part of any Cash Management Activities;*
- (c) *any Borrowings listed in Schedule 6 (Borrowings), except to the extent the total commitments in respect of such Borrowings exceed the amount stated in that schedule;*
- (d) *Borrowings 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 Borrowings incurred pursuant to this paragraph (d) shall not exceed \$40,000,000 (or its equivalent in any currency) at any time;*
- (e) *Borrowings arising under the Interim Facility and any unsecured intra-Group indebtedness between Group Companies incurred to facilitate (i) the transfer of cash*

collateral from the Blocked Account (as defined in the Interim 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 Interim 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 Interim Facility; and

(f) to the extent not covered by (a) and (e) above, any unsecured Borrowings not exceeding an aggregate amount equal to \$15,000,000 (or its equivalent in another currency or currencies)."

- 1.2 The following new definitions shall be inserted into Schedule B (*Defined Terms*) of the 2014 NPA as follows:

"Cash Management Activities" means the 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)."

"Interim Facility" means the cash facility entered into by, amongst others, the Company and [REDACTED] as facility agent on or around the date of the Lock-Up Agreement."

"Non-Core Asset" means the assets, companies and businesses referred to in clause 6.7(W) of the Lock-Up Agreement."

"Permitted Non-Core Asset Transaction" means any transaction or step necessary or desirable to facilitate the separation and carve-out of any Non-Core Asset (or any part thereof) to which the Required Holders have given their prior written consent."

"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."

2. Permitted Guarantee

- 2.1 The definition of "Permitted Guarantee" under Schedule B (*Defined Terms*) of the 2014 NPA is deleted in its entirety and replaced with the following:

"Permitted Guarantee" means:

(a) any guarantee or indemnity arising pursuant to this Agreement, the Notes or the Subsidiary Guarantee Deeds;

- (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 Borrowings, where such counter-indemnities or guarantees are (i) in effect as of 19 March 2025 or (ii) granted in respect of Permitted Borrowings under paragraph (f) 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 19 March 2025, 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 of 19 March 2025;*
- (i) to the extent not covered by (a) to (h) above, any guarantee listed in Schedule 7 (Guarantees) and outstanding as of 19 March 2025, (except to the extent that the principal amount of any Borrowings guaranteed by that guarantee exceeds the amount stated in that schedule);*
- (j) any guarantee or indemnity arising in respect of the Sidara Funding;*
- (k) any guarantee or indemnity arising in respect of the Interim Facility;*
- (l) 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; or*
- (m) any guarantee granted in respect of any Permitted Receivables Financing.*

2.2 Schedule 7 (Guarantees) of the 2014 NPA shall be amended by inserting the following immediately after paragraph 5 therein:

- “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).”
 9. Any counter-indemnity or indemnity obligation in respect any surety bonds agreements which is outstanding as at the Lock-up Agreement Effective Date.”
- 2.3 The following new definitions shall be inserted into Schedule B (*Defined Terms*) of the 2014 NPA as follows:

“**Lock-up Agreement Effective Date**” has the meaning given to that term in the Lock-up Agreement.”

“**Sidara Funding**” means any Borrowings incurred by any member of the Group owing to Sidara or any of its Subsidiaries from time to time pursuant to a facility agreement entered into between the Company and Sidara Limited on or around the date of the Lock-up Agreement.”

3. Permitted Acquisition

- 3.1 The definition of “Permitted Acquisition” under Schedule B (*Defined Terms*) of the 2014 NPA is deleted in its entirety and replaced with the following:

“**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 \$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 of 19 March 2025;
- (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 \$10,000,000 (or its equivalent in another currency) at any time));

- (d) arising as part of any Permitted Non-Core Asset Transaction (or required pursuant to the terms of such Permitted Non-Core Asset Transaction) to which the Required Holders have provided their prior written consent;
- (e) any acquisition 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.”

3.2 The following new definition shall be inserted into Schedule B (*Defined Terms*) of the 2014 NPA as follows:

“**Lock-Up Agreement**” means the lock-up agreement entered into by, amongst others, the Company and certain of the Lenders on 29 August 2025.”

4. Permitted Disposal

4.1 The definition of “Permitted Disposal” under Schedule B (*Defined Terms*) of the 2014 NPA is deleted in its entirety and replaced with the following:

“**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) the making of any 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 holders of Notes 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 holders of Notes 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 holders of Notes 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 holders of Notes 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) arising as part of any Permitted Non-Core Asset Transaction (or required pursuant to the terms of such Permitted Non-Core Asset Transaction) to which the Required Holders have given their prior written consent.”

- 4.2 The following new definition shall be inserted into Schedule B (*Defined Terms*) of the 2014 NPA as follows:

“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.”

5. Permitted Cash Collateral

- 5.1 The definition of “Permitted Cash Collateral” under Schedule B (Defined Terms) of the 2014 NPA is deleted in its entirety and replaced with the following:

“Permitted Cash Collateral” means cash collateral in respect of any counter-indemnity or guarantee obligation granted by any member of the Group on or following 19 March 2025 in respect of any performance, bid, surety or similar bonds, letters of credits or guarantees provided that:

- (a) the prior written consent of the Required Holders has been obtained in respect thereof;
- (b) which constitutes cash collateral granted using the proceeds of the Interim Facility; or
- (c) to the extent not covered by (a) or (b) above:
 - i. the aggregate cash collateral provided by all members of the Group does not exceed \$10,000,000;

- ii. *such cash collateral is not provided in respect of any Other Principal Financing Agreement;*
- iii. *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*
- iv. *any such cash collateral granted in relation to a counter-indemnity or guarantee obligation shall be released upon termination of that obligation.”*

6. Permitted Security

- 6.1 The following new definitions shall be inserted into Schedule B (*Defined Terms*) of the 2014 NPA as follows:

“PNG Loan Agreement” means the loan agreement originally dated 13 December 2023 (as amended and varied from time to time), between Wood Group PNG Limited and [REDACTED]

“PNG Loan Creditors” means each Lender (as defined in the PNG Loan Agreement).”

- 6.2 The definition of “Permitted Security” under Schedule B (*Defined Terms*) of the 2014 NPA is deleted in its entirety and replaced with the following:

“Permitted Security” means:

- (a) any Security entered into pursuant to this Agreement, the Notes or the Subsidiary Guarantee Deeds;
- (b) any Security 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 \$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 Security over or affecting any asset acquired by a member of the Group after the date of this Agreement if:*
- i. the Security 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 Security 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 Security over or affecting any asset of any company which becomes a member of the Group after the date of this Agreement, where the Security is created prior to the date on which that company becomes a member of the Group, if:*
- i. the Security 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 Security 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 Security 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 Security 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 Security ("**Replacement Security**") created to replace or renew or in substitution for any Security otherwise permitted ("**Prior Security**") where the Replacement Security is granted in respect of the same asset as the Prior Security and does not secure an amount in excess of the amount secured by the Prior Security;*
- (l) any Security 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 Security granted to secure obligations under the Permitted Receivables Financings;*
- (n) any Security in respect of any Permitted Cash Collateral as permitted under this Agreement;*
- (o) any Security granted by any member of the Group in respect of any Permitted Bid Bond;*
- (p) any set off arrangement granted in favour of the PNG Loan Creditors in accordance with the terms of the PNG Loan Agreement; and*
- (q) any Security granted in favour of the lenders in respect of the Interim Facility (the "**Interim Facility Security**")."*

7. Permitted Receivables Financing

- 7.1 The definition of "Permitted Receivables Financing" under Schedule B (*Defined Terms*) of the 2014 NPA is deleted in its entirety and replaced with the following:

*"**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 the holders of Notes dated 15 August 2025)."*

8. Dividends / Payment of shareholder debt

- 8.1 Section 10.11 (*Dividends etc.*) shall be deleted in its entirety and replaced with the following:

“10.11 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; or*
- iv. redeem, repurchase, defease, retire or repay any of its share capital or resolve to do so;*
- 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 any Permitted Payment”

8.2 A new definition shall be inserted into Schedule B (*Defined Terms*) of the 2014 NPA as follows:

““Permitted Payment” means:

- (a) the payment of a dividend, distribution, payment or other transaction referred to in Section 10.11 (Dividends etc.) 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 10.11 (Dividends etc.) 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 \$10,000,000 (or its equivalent in other currencies) in each rolling 12 month period commencing from the Lock-Up Agreement Effective Date;*
- (c) the acquisition, purchase or cancellation of shares pursuant to any employee incentive scheme in effect as at 19 March 2025; and*
- (d) a payment arising as part of any Permitted Non-Core Asset Transaction (or required pursuant to the terms of such Permitted Non-Core Asset Transaction) to which the Required Holders have provided their prior written consent.”*

9. Net Disposal Proceeds

- 9.1 The following new definitions shall be inserted into Schedule B (*Defined Terms*) of the 2014 NPA as follows:

“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.”

“Disposal Proceeds SPV” means John Wood Group Funding Limited.”

“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).”

“Permitted SPV Activities” means:

- (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 Borrowings to facilitate the transfer of Net Disposal Proceeds to the Disposal Proceeds Account;
- (d) the repayment of any Permitted Borrowings 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 this Agreement, the Notes or the Subsidiary Guarantee Deeds to be carried out by the Disposal Proceeds SPV (including, without limitation, the transfer or withdrawal of cash from the Disposal Proceeds Account); and
- (f) maintaining its corporate or other organisational existence.”

- 9.2 A new Section 5.20 (*Disposal Proceeds SPV*) shall be inserted immediately after Section 5.19 (*Representations of Original Subsidiary*) of the 2014 NPA as follows:

“5.20 Disposal Proceeds SPV

Except as permitted under this Agreement, the Notes or the Subsidiary Guarantee Deeds, prior to the Lock-up Agreement Effective Date, the Disposal Proceeds SPV has not traded or incurred any liabilities or commitments (actual or contingent, present or future).”

- 9.3 A new Section 10.14 (*Net Disposal Proceeds*) shall be inserted immediately after Section 10.13 (*No Acquisitions*) of the 2014 NPA as follows:

“10.14 Net Disposal Proceeds

- (a) *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.*
- (b) *The Company shall ensure that all Net Disposal Proceeds received by the Company following the Lock-Up Agreement Effective Date are, promptly and in any event within two Business Days upon receipt by any member of the Group, paid into the Disposal Proceeds Account.*
- (c) *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) use cash held in the Disposal Proceeds Account for the Group’s liquidity purposes prior to drawing the Facility (as defined in the RCF); provided, however, that this paragraph (c)(ii) shall not apply (A) at any time when the balance in the Disposal Proceeds Account is less than or equal to US\$60,000,000 (or would become so as a result of the relevant withdrawal) or (B) at any time from the occurrence of a Plan B Covenant Trigger Event until the satisfaction of the Plan B Disposal Proceeds Account Unblock Condition.*
- (d) *Subject to paragraphs (e) and (f) below, the Company may withdraw or transfer cash from the Disposal Proceeds Account (such amounts being the “**Withdrawn Amounts**”) provided that:*
 - i. *the Withdrawn Amounts are required for the liquidity purposes of the Group as shown by the latest Cashflow Forecast;*
 - ii. *(to the extent available) the Available Permitted Receivables Financing has been utilised in full to the extent permitted under the terms of the Permitted Receivables Financing;*

- iii. *none of the Withdrawn Amounts will be applied towards the prepayment or repayment of any amount outstanding under the RCF;*
 - iv. *following such withdrawal or transfer, the Disposal Proceeds Account would not be overdrawn and the balance of the Disposal Proceeds Account would not be less than US\$60,000,000; and*
 - v. *one member of the Transaction Committee notifies the holders of Notes in writing of such withdrawal or transfer in advance and confirms (A) the amount of Withdrawn Amounts and (B) that the Transaction Committee has determined that the requirements in paragraphs (i) to (iii) above have been satisfied.*
- (e) *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 Majority ITL Lenders (acting reasonably) has been obtained (the “**Plan B Disposal Proceeds Account Unblock Condition**”).*
- (f) *Following the occurrence of a Plan B Covenant Trigger Event, 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 Majority ITL Lenders 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 the conditions outlined in paragraph (d) above are satisfied.*
- (g) *The Company shall ensure that 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 Interim Facility Security.*
- (h) *Promptly following the delivery of a Cashflow Forecast and in any event within two Business Days, the Company shall transfer the Cash Sweep Amount into the Disposal Proceeds Account.*
- (i) *The Company shall not repay any part of any Note unless it has transferred the Cash Sweep Amount into the Disposal Proceeds Account in respect of the immediately preceding Cashflow Forecast Delivery Date and the balance of the Disposal Proceeds Account is equal to the Disposal Proceeds Maximum Amount.*
- (j) *For the avoidance of doubt, the Company shall not be required to draw the Facility to satisfy the requirement in paragraph (h) at any time.*
- (k) *For the purposes of this Section 10.14 (and where applicable in this Agreement):*

“Account Bank (Disposal Proceeds Account)” means [REDACTED].

“Cash Sweep Amount” means in respect of any Cashflow Forecast Delivery Date, an amount of Excess Cash equal to:

(a) the lower of:

i. US\$60,000,000; and

ii. the maximum balance that there has ever been in the Disposal Proceeds Account prior to the Cashflow Forecast Delivery Date,

(the **“Disposal Proceeds Maximum Amount”**), less

(b) the available balance in the Disposal Proceeds Account as at the Cashflow Forecast Delivery Date,

provided, however, that if on any Cashflow Forecast Delivery Date:

(c) the amount of Excess Cash as at the Cashflow Forecast Delivery Date is less than the Cash Sweep Amount calculated pursuant to paragraphs (a) and (b) above, the Cash Sweep Amount shall be deemed to be the amount of Excess Cash as at the Cashflow Forecast Delivery Date; and

(d) the available balance in the Disposal Proceeds Account exceeds the Disposal Proceeds Maximum Amount, the Cash Sweep Amount shall be zero.

“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 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).

“Excess Cash” means, in respect of a Cashflow Forecast Delivery Date, cash which has been forecast by the Company (acting reasonably and in good faith) to not be required for the Group’s liquidity requirements in the period beginning on such Cashflow Forecast Delivery Date and ending on the immediately following Cashflow Forecast Delivery Date or to maintain an appropriate cash buffer during that period in an amount determined by the Company (acting reasonably and in good faith) (such amount not to exceed \$50,000,000).

“Majority ITL Lenders” has the meaning given to the term “Majority Lenders” in the Interim Facility.”

“Plan B Covenant Trigger Event” means:

- (a) any “Plan B Trigger Event” as defined in the Lock-Up Agreement; or
- (b) any prepayment or cancellation in respect of the Sidara Funding has occurred.”

“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.”

- 9.4 A new Section 9.9 (Order of drawing) shall be inserted immediately after Section 9.8 (Subsidiary Guarantors) of the 2014 NPA as follows:

“9.9 Order of drawing

Subject to the provisions of Section 10.14(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 in each case for liquidity purposes prior to drawing any Facility (as defined in the RCF).”

- 9.5 The following new definition shall be inserted into Schedule B (Defined Terms) of the 2014 NPA:

“RCF” means the revolving credit facility agreement originally dated 20 October 2021, as amended and/or as amended and restated from time to time between, among others, the Company, the financial institutions named therein, [REDACTED] as Agent.”

- 9.6 A new Section 10.15 (SPVs) shall be inserted immediately after Section 10.14 (Net Disposal Proceeds) of the 2014 NPA as follows:

“10.15 SPVs

- (a) *Except as permitted under this Agreement, the Notes or the Subsidiary Guarantee Deeds, 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.”*

10. Cashflow Forecast

10.1 Paragraph 5.3 of the March Waiver Letter (as defined in the 2014 NPA) shall be amended with effect on and from the Lock-Up Agreement Effective Date (as defined in the 2014 NPA, as amended pursuant to this Schedule) by replacing “*On each Monday falling after the Effective Date*” with “*On each Cashflow Forecast Delivery Date*”.

10.2 A new definition shall be inserted into Schedule B (*Defined Terms*) of the 2014 NPA as follows:

*““**Cashflow Forecast Delivery Date**” means each Monday (or, if such day is not a Business Day, the immediately following Business Day).”*

11. Financial Statements

Section 7.1(a) (*Financial and Business Information*) of the 2014 NPA shall be amended with effect on and from the Lock-Up Agreement Effective Date (as defined in the 2014 NPA, as amended pursuant to this Schedule) by adding “(*provided, however, that the Company shall provide its consolidated financial statements for its financial half year ended 30 June 2025 by no later than 30 November 2025*)” immediately after the first reference to “*the Company*”.

Schedule 6

NTL Allocation and Scale Back Mechanics

1. Definitions

“Excess Amount” means, following the NTL Commitment Deadline and each Scale Back Stage (as applicable), the amount by which the NTL Commitments exceed the Final NTL Commitment Amount;

“Excess Minimum Hold Party” means a Minimum Hold Party whose NTL Commitment as at the NTL Commitment Deadline is above its Pro Rata Entitlement;

“Excess Scale Back Party” means a Scale Back Party whose NTL Commitment as at the NTL Commitment Deadline is greater than its Pro Rata Entitlement;

“Final NTL Commitment Amount” means US\$200,000,000;

“Initial NTL Commitment Amount” means the aggregate amount of NTL Commitments as at the NTL Commitment Deadline;

“Minimum Hold Excess Amount” means the amount by which the NTL Commitment of an Excess Minimum Hold Party exceeds its Pro Rata Entitlement;

“Minimum Hold Party” means an NTL Electing Party that has specified that they are a “Minimum Hold Party” in respect of their NTL Commitment in their Commitment Letter or Proxy and Election Form (as applicable);

“NTL Commitment” means the amount of the “NTL Maximum Commitment” specified by an NTL Electing Party in its NTL Commitment Letter or Proxy and Election Form (as applicable), as adjusted from time to time by operation of this Schedule or the Creditor Scheme (as applicable) (with **“NTL Commitments”** meaning the aggregate of each NTL Commitment);

“NTL Commitment Deadline” means the earlier of (i) in a Creditor Scheme Implementation Route, 5 p.m. (London time) on the Record Date, and (ii) in a Consensual Implementation Route, the Consensual Implementation Route NTL Commitment Deadline;

“NTL Commitment Letter” means a commitment letter substantially in the form at Schedule 4 of this Lock-up Agreement (*Form of NTL Commitment Letter*);

“NTL Electing Party” means a Creditor who has specified an “NTL Maximum Commitment” of more than US\$0 in its NTL Commitment Letter or Proxy and Election Form (as applicable);

“NTL Electing Party Underlying Commitments” means, in relation to each NTL Electing Party, its aggregate commitments and (in respect of the Notes) the aggregate principal amounts outstanding under the Principal Financing Agreements;

“Pro Rata Entitlement” means, in relation to each NTL Electing Party, the Final NTL Commitment Amount multiplied by its Pro Rata Percentage;

“Pro Rata Percentage” means, in relation to each NTL Electing Party:

$$\frac{x}{y} \times 100$$

where:

“x” means the NTL Electing Party Underlying Commitments; and

“y” means the Total Underlying Commitments;

“Proxy and Election Form” means the proxy and election form to be delivered in the form set out in the Explanatory Statement with such minor or technical amendments as the Court may approve;

“Scale Back Excess Amount” means, in relation to each Excess Scale Back Party, the amount by which its NTL Commitment exceeds its Pro Rata Entitlement;

“Scale Back Party” means an NTL Electing Party that has specified that they are a “Scale Back Party” in respect of their NTL Commitment in their NTL Commitment Letter or Proxy and Election Form (as applicable);

“Stage One Percentage” means

$$\frac{x}{y} \times 100$$

where:

“x” means the Excess Amount following the NTL Commitment Deadline; and

“y” means the aggregate of the Scale Back Excess Amount of each Excess Scale Back Party;

“Stage Two Percentage” means

$$\frac{x}{y} \times 100$$

where:

“x” means the Excess Amount after the First Scale Back Stage; and

“y” means the aggregate of the NTL Commitments of each Scale Back Party after the First Scale Back Stage;

“Stage Three Percentage” means

$$\frac{x}{y} \times 100$$

where:

“x” means the Excess Amount after the Second Scale Back Stage; and

“y” means the aggregate of the Minimum Hold Excess Amount of each Excess Minimum Hold Party;

“Total Underlying Commitments” means the aggregate of the Underlying Commitments; and

“Underlying Commitments” means, in respect of the RCF and the Term Loan, the aggregate commitments and, in respect of the Notes, the aggregate principal amounts outstanding (regardless of whether or not a creditor is an NTL Electing Party).

2. Scale Back Stages

2.1 The calculations set out in paragraphs 2.2 to 2.4 shall occur sequentially in the order stated below. For the avoidance of doubt, to the extent that there are no Excess Scale Back Parties, calculations will start at paragraph 2.3 below and, to the extent that there are no Scale Back Parties, calculations will start at paragraph 2.4 below.

2.2 If the Initial NTL Commitment Amount exceeds the Final NTL Commitment Amount, the NTL Commitment of each Excess Scale Back Party shall be reduced as follows:

- (A) if the aggregate of each Scale Back Excess Amount is equal to or less than the Excess Amount, the Scale Back Excess Amount of each Excess Scale Back Party will be reduced to zero such that each Excess Scale Back Party's NTL Commitment shall equal its respective Pro Rata Entitlement; or
- (B) if the aggregate of each Scale Back Excess Amount is greater than the Excess Amount, the Scale Back Excess Amount of each Excess Scale Back Party will be reduced to an amount calculated by multiplying the relevant Scale Back Excess Amount by the Stage One Percentage and each Excess Scale Back Party's NTL Commitment shall be reduced accordingly,

such stage, the "**First Scale Back Stage**".

2.3 If there is an Excess Amount following the First Scale Back Stage, the NTL Commitment of each Scale Back Party shall be reduced as follows:

- (A) if the aggregate of the NTL Commitments of each Scale Back Party is equal to or less than the Excess Amount, the NTL Commitment of each Scale Back Party will be reduced to zero; or
- (B) if the aggregate of the NTL Commitments of each Scale Back Party is greater than the Excess Amount, the NTL Commitment of each Scale Back Party will be reduced to an amount calculated by multiplying the relevant NTL Commitment by the Stage Two Percentage,

such stage, the "**Second Scale Back Stage**".

2.4 If there is an Excess Amount following the Second Scale Back Stage, the NTL Commitment of each Excess Minimum Hold Party shall be reduced as follows:

- (A) if the aggregate of each Minimum Hold Excess Amount is equal to or less than the Excess Amount, the Minimum Hold Excess Amount of each Excess Minimum Hold Party will be reduced to zero such that each Excess Minimum Hold Party's NTL Commitment shall equal its respective Pro Rata Entitlement; or
- (B) if the aggregate of each Minimum Hold Excess Amount is greater than the Excess Amount, the Minimum Hold Excess Amount of each Excess Minimum Hold Party will be reduced to an amount calculated by multiplying the relevant Minimum Hold Excess

Amount by the Stage Three Percentage and each Excess Minimum Hold Party's NTL Commitment shall be reduced accordingly,

such stage, the "**Third Scale Back Stage**", and together with the First Scale Back Stage and the Second Scale Back Stage, the "**Scale Back Stages**".

- 2.5 For the avoidance of doubt, the NTL Commitment of any Minimum Hold Party shall not be reduced below its Pro Rata Entitlement.

Schedule 7
NTL Commitments Table

NTL Electing Party	NTL Maximum Commitment (USD)	NTL Commitment (USD)	Form (Notes or Loan)
[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]

Schedule 8
NTL Sanctions and Tax Rider

Project Astra – NTL Tax and Trade Rider

PART I: Tax Clauses

Note: The below extracted tax provisions contain generic, non-tax specific defined terms (e.g., “Available Commitment”, “Creditor”, “Borrower-Issuer”, “Defaulting Creditor”, etc.). Part II of this rider does not include such general defined terms, and instead only extracts tax definitions.

[CLAUSE 7]

7.7. Right of replacement or repayment and cancellation in relation to a single Creditor

- (l) If:
- (i) any sum payable to any Creditor by an Obligor is required to be increased under paragraph (n) of Clause 12.2 (*Tax gross-up*); or
 - (ii) any Creditor claims indemnification from the Company under Clause 12.3 (*Tax indemnity*) or Clause 13.2 (*Increased Costs*),

the Company may, whilst the circumstance giving rise to the requirement for that increase or indemnification continues, give the Agent notice of cancellation of the Commitment(s) of that Creditor and its intention to procure the repayment of that Creditor's participation in any Loan or Note or give the Agent notice of its intention to replace that Creditor in accordance with paragraph (o) below.

- (m) On receipt of a notice of cancellation referred to in paragraph (l) above, the Available Commitment(s) of that Creditor shall be immediately reduced to zero.
- (n) On the last day of the Interest Period which ends after the Company has given notice of cancellation under paragraph (l) above (or, if earlier, the date specified by the Company in that notice), the Borrower-Issuer shall repay that Creditor's participation in each Loan and Note and that Creditor's corresponding Commitment(s) shall be immediately cancelled in the amount of the participations or holding repaid or redeemed.
- (o) If:
 - (i) any of the circumstances set out in paragraph (l) above apply to a Creditor; or
 - (ii) an Obligor becomes obliged to pay any amount in accordance with Clause 7.1 (*Illegality*) to any Creditor,

the Company may, on three Business Days' prior notice to the Agent and that Creditor, replace that Creditor by requiring that Creditor to (and, to the extent

permitted by law, that Creditor shall) transfer pursuant to Clause 23 (*Changes to the Lenders*) all (and not part only) of its rights and obligations under this Agreement to an Eligible Institution which confirms its willingness to assume and does assume all the obligations of the transferring Creditor in accordance with Clause 23 (*Changes to the Lenders*) for a purchase price in cash payable at the time of the transfer in an amount equal to the outstanding principal amount of such Creditor's participation in each Loan and Note and all accrued interest (to the extent that the Agent has not given a notification under Clause 23.9 (*Pro rata interest settlement*)), Break Costs and other amounts payable in relation thereto under the Finance Documents.

- (p) The replacement of a Creditor pursuant to paragraph (o) above shall be subject to the following conditions:
 - (i) the Company shall have no right to replace the Agent;
 - (ii) neither the Agent nor any Creditor shall have any obligation to find a replacement Creditor;
 - (iii) in no event shall the Creditor replaced under paragraph (o) above be required to pay or surrender any of the fees received by such Creditor pursuant to the Finance Documents; and
 - (iv) the Creditor shall only be obliged to transfer its rights and obligations pursuant to paragraph (o) above once it is satisfied that it has complied with all necessary "know your customer" or other similar checks under all Sanctions, Anti-Money Laundering Laws and applicable laws and regulations in relation to that transfer.
- (q) A Creditor shall perform the checks described in paragraph (p)(iv) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (o) above and shall notify the Agent and the Company when it is satisfied that it has complied with those checks.
- (r)
 - (i) If any Creditor becomes a Defaulting Creditor, the Company may, at any time whilst the Creditor continues to be a Defaulting Creditor, give the Agent three Business Days' notice of cancellation of each Available Commitment of that Creditor.
 - (ii) On the notice referred to in paragraph (i) above becoming effective, each Available Commitment of the Defaulting Creditor shall immediately be reduced to zero.

- (iii) The Agent shall, as soon as practicable after receipt of a notice referred to in paragraph (i) above, notify all the Creditors.

[CLAUSE 12]

12. TAX GROSS UP AND INDEMNITIES

12.1 Definitions

- (l) In this Agreement:

"Borrower-Issuer DTTP Filing" means an HMRC Form DTTP2 duly completed and filed by the Borrower-Issuer, which:

- (a) where it relates to a UK Treaty Creditor that is an Original Creditor, contains the scheme reference number and jurisdiction of tax residence stated opposite that Creditor's name in Par II of Schedule 1 (*The Original Parties*), and is filed with HMRC within 30 days of the date of this Agreement; or
- (b) where it relates to a UK Treaty Creditor that is not an Original Creditor, contains the scheme reference number and jurisdiction of tax residence stated in respect of that Creditor in the documentation which it executes on becoming a Party as a Creditor, and is filed with HMRC within 30 days of the date on which that UK Treaty Creditor becomes a Party as a Creditor.

"Cancelled Certificate" means any QPP Certificate in respect of which HMRC has given a notification under regulation 7(5) by reason of the application of regulation 7(4)(b) of the QPP Regulations so that such QPP Certificate is a cancelled certificate for the purposes of the QPP Regulations.

"HMRC" means H.M. Revenue & Customs.

"Protected Party" means a Finance Party which is or will be subject to any liability, or required to make any payment, for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document.

"QPP Certificate" means a creditor certificate for the purposes of the QPP Regulations, given in the form set out in 0 (*Form of QPP Certificate*).

"QPP Creditor" means a Lender which has delivered a QPP Certificate to the Company, provided that such QPP Certificate is not a Withdrawn Certificate or a Cancelled Certificate.

"QPP Regulations" means the Qualifying Private Placement Regulations 2015 (2015 No. 2002).

"Tax Confirmation" means a confirmation by a Creditor that the person beneficially entitled to interest payable to that Creditor in respect of an advance under a Finance Document is either:

- (a) a company resident in the UK for UK tax purposes;
- (b) a partnership each member of which is:
 - (i) a company so resident in the UK; or
 - (ii) a company not so resident in the UK which carries on a trade in the UK through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or
- (c) a company not so resident in the UK which carries on a trade in the UK 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 CTA) of that company.

"Tax Credit" means a credit against, relief or remission for, refund or repayment of any Tax.

"Tax Deduction" means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a FATCA Deduction.

"Tax Payment" means either the increase in a payment made by an Obligor to a Finance Party under Clause 12.2 (*Tax gross-up*) or a payment under Clause 12.3 (*Tax indemnity*).

"Treaty" means a double taxation agreement.

"UK Non-Bank Creditor" means:

- (a) an Original Creditor listed in Part I of Schedule 1 (*The Original Parties*); and
- (b) a Creditor which is not an Original Creditor and which gives a Tax Confirmation in documentation which it executes on becoming a Party as a Creditor.

"UK Qualifying Creditor" means:

- (a) a Creditor which is beneficially entitled to interest payable to that Creditor in respect of an advance under a Finance Document and is:
 - (i) a Creditor:
 - (1) which is a bank (as defined for the purpose of section 879 of the ITA) making an advance under a Finance Document and

is within the charge to UK corporation tax as respects any payments of interest made in respect of that advance or would be within such charge as respects such payments apart from section 18A of the CTA; or

- (2) in respect of an advance made under a Finance Document by a person that was a bank (as defined for the purpose of section 879 of the ITA) at the time that that advance was made and within the charge to UK corporation tax as respects any payments of interest made in respect of that advance; or

(ii) a Creditor which is:

- (1) a company resident in the UK for UK tax purposes;

- (2) a partnership each member of which is:

- (a) a company so resident in the UK; or

- (b) a company not so resident in the UK which carries on a trade in the UK through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA;

- (3) a company not so resident in the UK which carries on a trade in the UK 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 CTA) of that company; or

(iii) a UK Treaty Creditor; or

(iv) a QPP Creditor; or

- (b) a Creditor which is a building society (as defined for the purpose of section 880 of the ITA) making an advance under a Finance Document.

"UK Treaty Creditor" means a Creditor which is not a QPP Creditor and:

- (a) is treated as a resident (for the purposes of the Treaty) of a jurisdiction having a Treaty with the UK which makes provision for full exemption from tax imposed by the UK on interest;

- (b) does not carry on a business in the UK through a permanent establishment with which that Creditor's participation in any Loan or Note is effectively connected; and
- (c) fulfils any conditions which must be fulfilled by the relevant Creditor under the relevant Treaty for residents of the jurisdiction referred to in paragraph (a) above to obtain exemption from UK taxation on interest, except that for this purpose it shall be assumed that there is no special relationship between the Borrower-Issuer and the Creditor or between both of them and another person and that the following are satisfied:
 - (i) any condition which relates (expressly or by implication) to the amounts or terms of any Loan or Note or terms of Finance Documents or to any matter which is within the exclusive control of an Obligor; and
 - (ii) any necessary procedural formalities.

Unless a contrary indication appears, in this Clause 12 a reference to "determines" or "determined" means a determination made in the absolute discretion of the person making the determination.

"Withdrawn Certificate" means a withdrawn certificate for the purposes of the QPP Regulations.

12.2 Tax gross-up

- (l) Each Obligor shall make all payments to be made by it without any Tax Deduction, unless a Tax Deduction is required by law.
- (m) The Company shall promptly upon becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Agent accordingly. Similarly, a Creditor shall notify the Agent on becoming so aware in respect of a payment payable to that Creditor. If the Agent receives such notification from a Creditor, it shall notify the Company and that Obligor.
- (n) If a Tax Deduction is required by law to be made by an Obligor, the amount of the payment due from that Obligor shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.
- (o) A payment shall not be increased under paragraph (c) above by reason of a Tax Deduction on account of Tax imposed by the UK, if on the date on which the payment falls due:

- (i) the payment could have been made to the relevant Creditor without a Tax Deduction if the Creditor had been a UK Qualifying Creditor, but on that date that Creditor is not or has ceased to be a UK Qualifying Creditor other than as a result of any change after the date it became a Creditor under this Agreement in (or in the interpretation, administration, or application of) any law or Treaty or any published practice or published concession of any relevant tax authority; or
- (ii) the relevant Creditor is a UK Qualifying Creditor solely by virtue of paragraph (a)(ii) of the definition of "UK Qualifying Creditor" and
 - (A) an officer of HM Revenue & Customs has given (and not revoked) a direction (a "**Direction**") under section 931 of the ITA which relates to the payment and that Creditor has received from the Obligor making the payment or from the Company a certified copy of that Direction; and
 - (B) the payment could have been made to the Creditor without any Tax Deduction if that Direction had not been made; or
- (iii) the relevant Creditor is a UK Qualifying Creditor solely by virtue of paragraph (a)(ii) of the definition of "UK Qualifying Creditor" and:
 - (A) the relevant Creditor has not given a Tax Confirmation to the Company; and
 - (B) the payment could have been made to the Creditor without any Tax Deduction if the Creditor had given a Tax Confirmation to the Company, on the basis that the Tax Confirmation would have enabled the Company to have formed a reasonable belief that the payment was an "excepted payment" for the purpose of section 930 of the ITA; or
- (iv) the relevant Creditor is a UK Treaty Creditor and the Obligor making the payment is able to demonstrate that the payment could have been made to the Creditor without the Tax Deduction had that Creditor complied with its obligations under paragraph (g) or (h) (as applicable) below.
- (p) If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.
- (q) Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the Agent for the Finance Party entitled to the payment a statement under

section 975 of the ITA or other evidence reasonably satisfactory to that Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant tax authority.

(r)

(i) Subject to paragraph (ii) below, a UK Treaty Creditor and each Obligor which makes a payment to which that UK Treaty Creditor is entitled shall cooperate in completing any procedural formalities necessary for that Obligor to obtain authorisation to make that payment without a Tax Deduction.

(ii)

(A) A UK Treaty Creditor which is an Original Creditor and that holds a passport under the HMRC DT Treaty Passport scheme, and which wishes that scheme to apply to this Agreement, shall confirm its scheme reference number and its jurisdiction of tax residence opposite its name in Part II of Schedule 1 (*The Original Parties*); and

(B) a UK Treaty Creditor which is not an Original Creditor and that holds a passport under the HMRC DT Treaty Passport scheme, and which wishes that scheme to apply to this Agreement, shall confirm its scheme reference number and its jurisdiction of tax residence in the documentation which it executes on becoming a Party as a Creditor,

and, having done so, that Creditor shall be under no obligation pursuant to paragraph (i) above in relation to matters pertaining to UK taxation.

(s) If a Creditor has confirmed its scheme reference number and its jurisdiction of tax residence in accordance with paragraph (g)(ii) above and:

(i) the Borrower-Issuer has not made a Borrower-Issuer DTTP Filing in respect of that Creditor; or

(ii) the Borrower-Issuer has made a Borrower-Issuer DTTP Filing in respect of that Creditor but:

(A) that Borrower-Issuer DTTP Filing has been rejected by HMRC;

(B) HMRC has not given the Borrower-Issuer authority to make payments to that Creditor without a Tax Deduction within 60 days of the date of the Borrower-Issuer DTTP Filing; or

(C) HMRC has given the Borrower-Issuer authority to make payments to that Creditor without a Tax Deduction but such authority has subsequently been revoked or expired,

and in each case, the Borrower-Issuer has notified that Creditor in writing, that Creditor and the Borrower-Issuer shall co-operate in completing any additional procedural formalities necessary for the Borrower-Issuer to obtain authorisation to make that payment without a Tax Deduction.

- (t) If a Creditor has not confirmed its scheme reference number and jurisdiction of tax residence in accordance with paragraph (g)(ii) above, no Obligor shall make a Borrower-Issuer DTTP Filing or file any other form relating to the HMRC DT Treaty Passport scheme in respect of that Creditor's Commitment(s), its participation in any Loan or Note unless the Creditor otherwise agrees.
- (u) The Borrower-Issuer shall, promptly on making a Borrower-Issuer DTTP Filing, deliver a copy of that Borrower-Issuer DTTP Filing to the Agent for delivery to the relevant Creditor.
- (v) A UK Non-Bank Creditor shall promptly notify the Company and the Agent if there is any change in the position from that set out in the Tax Confirmation.
- (w) If an Obligor receives a notification from HMRC that a QPP Certificate given by a Creditor has no effect, the Company shall promptly deliver a copy of that notification to that Creditor.
- (x) If a QPP Creditor receives a notification from HMRC that a QPP Certificate given by it has no effect, that QPP Creditor shall promptly deliver a copy of that notification to the Company and the Agent.
- (y) Each QPP Creditor shall promptly notify the Company and the Agent if there is a change in the persons who are beneficially entitled to the interest payable by the Borrower-Issuer under this Agreement.

12.3 Tax indemnity

- (l) The Company shall (within three Business Days of demand by the Agent) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document.
- (m) Paragraph (a)(l) above shall not apply:
 - (i) with respect to any Tax assessed on a Finance Party:
 - (A) under the law of the jurisdiction in which that Finance Party is incorporated or organised or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident for Tax purposes; or

- (B) under the law of the jurisdiction in which that Finance Party's Facility Office is located in respect of amounts received or receivable in that jurisdiction,

if in either such case that Tax is imposed on or calculated by reference to the net income, profit or gains received or receivable (but not any sum deemed to be received or receivable) by that Finance Party or Facility Office;
or
- (ii) to the extent a loss, liability or cost:
 - (A) is compensated for by an increased payment under Clause 12.2 (*Tax gross-up*);
 - (B) would have been compensated for by an increased payment under Clause 12.2 (*Tax gross-up*) but was not so compensated solely because one of the exclusions in paragraph (d) of Clause 12.2 (*Tax gross-up*) applied; or
 - (C) relates to a FATCA Deduction required to be made by a Party.
- (n) A Protected Party making, or intending to make a claim under paragraph (a) above shall reasonably promptly notify the Agent of the event which will give, or has given, rise to the claim, following which the Agent shall reasonably promptly notify the Company.
- (o) A Protected Party shall, on receiving a payment from an Obligor under this Clause 12.3, notify the Agent.

12.4 Tax Credit

If an Obligor makes a Tax Payment and the relevant Finance Party determines that:

- (a) a Tax Credit is attributable to an increased payment of which that Tax Payment forms part, to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and
- (b) that Finance Party has obtained and utilised that Tax Credit,

the Finance Party shall pay an amount to the Obligor which that Finance Party determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Obligor.

12.5 **Creditor status confirmation**

- (l) Each Creditor which is not an Original Creditor shall indicate, in the documentation which it executes on becoming a Party as a Creditor, and for the benefit of the Agent and without liability to any Obligor, which of the following categories it falls in:
 - (i) not a UK Qualifying Creditor;
 - (ii) a UK Qualifying Creditor (other than a UK Treaty Creditor or a QPP Creditor);
 - (iii) a UK Treaty Creditor; or
 - (iv) a QPP Creditor.

If such a Creditor fails to indicate its status in accordance with this Clause 12.5 then that Creditor shall be treated for the purposes of this Agreement (including by each Obligor) as if it is not a UK Qualifying Creditor, until such time as it notifies the Agent which category applies (and the Agent, upon receipt of such notification, shall inform the Company). For the avoidance of doubt, the documentation which a Creditor executes on becoming a Party as a Creditor shall not be invalidated by any failure of a Creditor to comply with this Clause 12.5.

12.6 **Stamp taxes**

The Company shall pay and, within three Business Days of demand, indemnify each Secured Party against any cost, loss or liability that Secured Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Finance Document, provided that this Clause 12.6 shall not apply to any stamp duty, registration or other similar Taxes payable in respect of any assignment or transfer by a Creditor of any rights or obligations under a Finance Document, except where such assignment or transfer is made as a result of Clause 15 (*Mitigation by the Creditors*) or Clause 7.7(d) (*Right of replacement or repayment and cancellation in relation to a single Creditor*).

12.7 **VAT**

- (l) All amounts expressed to be payable under a Finance Document by any Party to a Finance Party which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly, subject to paragraph (b) below, if VAT is or becomes chargeable on any supply made by any Finance Party to any Party under a Finance Document and such Finance Party is required to account to the relevant tax authority for the VAT, that Party must pay to such Finance Party (in addition to and at the same time as paying any other consideration for such supply) an amount

equal to the amount of the VAT (and such Finance Party must promptly provide an appropriate VAT invoice to that Party).

- (m) If VAT is or becomes chargeable on any supply made by any Finance Party (the "**Supplier**") to any other Finance Party (the "**Recipient**") under a Finance Document, and any Party other than the Recipient (the "**Relevant Party**") is required by the terms of any Finance Document to pay an amount equal to the consideration for that supply to the Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration):
 - (i) (where the Supplier is the person required to account to the relevant tax authority for the VAT) the Relevant Party must also pay to the Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The Recipient must (where this paragraph (i) applies) promptly pay to the Relevant Party an amount equal to any credit or repayment the Recipient receives from the relevant tax authority which the Recipient reasonably determines relates to the VAT chargeable on that supply; and
 - (ii) (where the Recipient is the person required to account to the relevant tax authority for the VAT) the Relevant Party must promptly, following demand from the Recipient, pay to the Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.
- (n) Where a Finance Document requires any Party to reimburse or indemnify a Finance Party for any cost or expense, that Party shall reimburse or indemnify (as the case may be) such Finance Party for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that such Finance Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.
- (o) Any reference in this Clause 12.7 to any Party shall, at any time when such Party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of such group at such time (the term "representative member" to have the same meaning as in the Value Added Tax Act 1994).
- (p) In relation to any supply made by a Finance Party to any Party under a Finance Document, if reasonably requested by such Finance Party, that Party must promptly provide such Finance Party with details of that Party's VAT registration and such

other information as is reasonably requested in connection with such Finance Party's VAT reporting requirements in relation to such supply.

12.8 FATCA Information

- (l) Subject to paragraph (c) below, each Party shall, within 10 Business Days of a reasonable request by another Party:
 - (i) confirm to that other Party whether it is:
 - (A) a FATCA Exempt Party; or
 - (B) not a FATCA Exempt Party;
 - (ii) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and
 - (iii) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation or exchange of information regime.
- (m) If a Party confirms to another Party pursuant to paragraph (a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.
- (n) Paragraph (a) above shall not oblige any Party to do anything which would or might in its reasonable opinion constitute a breach of:
 - (i) any law or regulation;
 - (ii) any fiduciary duty;
 - (iii) any duty of confidentiality; or
 - (iv) any lawful policy of a Creditor.
- (o) If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with paragraph (a)(i) or (a)(ii) above (including, for the avoidance of doubt, where paragraph (c) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

12.9 FATCA Deduction

- (l) Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.
- (m) Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction), notify the Party to whom it is making the payment and, in addition, shall notify the Company and the Agent and the Agent shall notify the other Finance Parties.

12.10 US Withholding Tax Forms

Upon the reasonable request of an Obligor or the Agent, as applicable, and on or before the expiration, obsolescence or invalidity of any previously delivered form (if applicable), such Creditor shall provide the Agent (and if requested, an Obligor) with a copy of a properly completed, applicable IRS Form W-8 or W-9 and/or other documents by which a person may claim or establish a complete exemption from US backup withholding. However, no Creditor shall be required to submit any US tax form or documents if that Creditor is not legally entitled to do so.

[CLAUSE 13]

13. INCREASED COSTS

13.2 Increased Costs

- (l) Subject to Clause 13.3 (*Exceptions*) the Borrower-Issuer shall, within three Business Days of a demand by the Agent, pay for the account of a Finance Party the amount of any Increased Costs incurred by that Finance Party or any of its Affiliates as a result of (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation, (ii) compliance with any law or regulation made after the date of this Agreement, (iii) compliance with any Regulatory Capital Requirements, or (iv) the implementation or application of or compliance with the Dodd-Frank Act and any requests, rules, guidelines or directives made under, or issued in connection with, the Dodd-Frank Act.
- (m) In this Agreement:

"Basel III" means:

- (a) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more

resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated;

- (b) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and
- (ii) any further guidance or standards published by the Basel Committee on Banking Supervision relating to "Basel III", including "Basel III: Finalising post-crisis reforms" published in December 2017.

"EU CRD IV" means:

- (iii) Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 ("**CRR**"); and
- (iv) Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC ("**CRD4**").

"EU CRD V" means:

- (v) Regulation (EU) No 2019/876 of the European Parliament and of the Council of 20 May 2019 amending CRR and Regulation (EU) No 648/2012 ("**CRR2**"); and
- (vi) Directive (EU) 2019/878 of the European Parliament and of the Council of 20 May 2019 amending CRD4 ("**CRD5**").

"EU CRD VI" means:

- (vii) Regulation (EU) No 2024/1623 of the European Parliament and of the Council of 31 May 2024 amending CRR; and
- (viii) Directive (EU) 2024/1619 of the European Parliament and of the Council of 31 May 2024 amending CRD4.

"EU Regulatory Capital Requirements" means EU CRD IV, EU CRD V and EU CRD VI.

"Increased Costs" means:

- (a) a reduction in the rate of return from any Facility or on a Finance Party's (or its Affiliate's) overall capital;
- (b) an additional or increased cost; or
- (c) a reduction of any amount due and payable under any Finance Document, which is incurred or suffered by a Finance Party or any of its Affiliates to the extent that it is attributable to that Finance Party having entered into its Commitment or funding or performing its obligations under any Finance Document.

"Regulatory Capital Requirements" means Basel III, any EU Regulatory Capital Requirements or any UK Regulatory Capital Requirements or any law or regulation that implements or applies Basel III, any EU Regulatory Capital Requirements or any UK Regulatory Capital Requirements.

"UK Regulatory Capital Requirements" means:

- (i) CRR and CRR2 as they form part of domestic law of the United Kingdom;
- (ii) the law of the United Kingdom or any part of it, which immediately before IP completion day (as defined in the WAA) implemented CRD4 and CRD5 and their respective implementing measures;
- (iii) direct EU legislation (as defined in the Withdrawal Act), which immediately before IP completion day (as defined in the WAA) implemented EU CRD IV and EU CRD V as it forms part of domestic law of the United Kingdom;
- (iv) any law or regulation which amends, supplements, replaces or restates any law or regulation specified in paragraphs (i) to (iii) above; and
- (v) any law or regulation which otherwise implements or is related to the implementation of Basel III or any other regulatory capital requirement in the United Kingdom.

"WAA" means the European Union (Withdrawal Agreement) Act 2020.

"Withdrawal Act" means the European Union (Withdrawal) Act 2018.

13.3 Increased Cost claims

- (l) A Finance Party intending to make a claim pursuant to Clause 13.1 (*Increased Costs*) shall notify the Agent of the event giving rise to the claim, following which the Agent shall promptly notify the Company.
- (m) Each Finance Party shall, as soon as practicable after a demand by the Agent, provide a certificate confirming the amount of its Increased Costs.

13.4 Exceptions

- (l) Clause 13.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:
 - (i) attributable to a Tax Deduction required by law to be made by an Obligor;
 - (ii) attributable to a FATCA Deduction required to be made by a Party;
 - (iii) compensated for by Clause 12.3 (*Tax indemnity*), Clause 12.6 (*Stamp taxes*) or Clause 12.7 (*VAT*) (or would have been compensated for under those clauses but was not so compensated for solely because any of the exclusions, exceptions or carve-outs to such clauses applied);
 - (iv) attributable to the wilful breach by the relevant Finance Party or its Affiliates of any law or regulation; or
 - (v) attributable to the implementation or application of or compliance with the "International Convergence of Capital Measurement and Capital Standards, a Revised Framework" published by the Basel Committee on Banking Supervision in June 2004 in the form existing on the date of this Agreement (but excluding any amendment arising out of Basel III) ("**Basel II**") or any other law or regulation which implements Basel II (whether such implementation, application or compliance is by a government, regulator, Finance Party or any of its Affiliates).
- (m) In this Clause 13.3, a reference to a "**Tax Deduction**" has the same meaning given to that term in Clause 12.1 (*Definitions*).

[CLAUSE 14]

14. OTHER INDEMNITIES

14.3 Indemnity to the Agent

The Company shall, within three Business Days of demand, indemnify the Agent against any cost, loss or liability incurred by the Agent (acting reasonably) as a result of:

- (a) investigating any event which it reasonably believes is a Default;
- (b) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised; or
- (c) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement.

[CLAUSE 15]

15. MITIGATION BY THE CREDITORS

15.2 Mitigation

- (l) Each Finance Party shall, in consultation with the Company, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of Clause 7.1 (*Illegality*), Clause 12 (*Tax gross up and indemnities*) or Clause 13 (*Increased Costs*) including (but not limited to) transferring its rights and obligations under the Finance Documents to another Affiliate or Facility Office.
- (m) Paragraph (l) above does not in any way limit the obligations of any Obligor under the Finance Documents.

[CLAUSE 17]

17. REPRESENTATIONS

17.7 Deduction of Tax

It is not required to make any Tax Deduction (as defined in Clause 12.1 (*Definitions*)) on account of Tax imposed by the UK from any payment it may make under any Finance Document to a Creditor which is:

- (a) a UK Qualifying Creditor:
 - (i) falling within paragraph (a)(i) of the definition of "UK Qualifying Creditor";
 - (ii) except where a Direction has been given under section 931 of the ITA in relation to the payment concerned, falling within paragraph (a)(ii) of the definition of "UK Qualifying Creditor";
 - (iii) that is a QPP Creditor; or
 - (iv) falling within paragraph (b) of the definition of "UK Qualifying Creditor"; or
- (b) a UK Treaty Creditor and the payment is one specified in a direction given by the Commissioners of Revenue & Customs under Regulation 2 of the Double Taxation Relief (Taxes on Income) (General) Regulations 1970 (SI 1970/488).

17.8 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 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.

[CLAUSE 23]

23. CHANGES TO THE CREDITORS

23.2 Conditions of assignment or transfer

- (a) An assignment by a Creditor will only be effective on:
 - (i) receipt by the Agent (whether in the Assignment Agreement or otherwise) of written confirmation from the New Lender or New Noteholder (in form and substance satisfactory to the Agent) that the New Lender or New Noteholder will assume the same obligations to the other Finance Parties as it would have been under if it had been an Original Creditor, and of a legal opinion of the Borrower-Issuer's counsel, certification and/or other information satisfactory to the Agent; and
 - (ii) performance by the Agent and the Security Agent of all necessary "know your customer" or other similar checks under all Sanctions, Anti-Money Laundering Laws and applicable laws and regulations in relation to such assignment to a New Lender or New Noteholder, each in form and substance satisfactory to the Agent and the Security Agent, and the completion of which the Agent shall promptly notify to the Existing Lender or Existing Noteholder and the New Lender or New Noteholder, as applicable.
- (b) A transfer by a Creditor will only be effective if the procedure set out in Clause 23.5 (*Procedure for transfer*) is complied with.
- (c) If:
 - (i) a Creditor assigns or transfers any of its rights or obligations under the Finance Documents or changes its Facility Office; and
 - (ii) as a result of circumstances existing at the date the assignment, transfer or change occurs, an Obligor would be obliged to make a payment to the New Lender, New Noteholder or Creditor acting through its new Facility Office under Clause 12 (*Tax gross up and indemnities*) or Clause 13 (*Increased Costs*),

then the New Lender, New Noteholder or Creditor acting through its new Facility Office is only entitled to receive payment under those Clauses to the same extent

as the Existing Lender, Existing Noteholder or Creditor acting through its previous Facility Office would have been if the assignment, transfer or change had not occurred. This paragraph (c) shall not apply:

- (iii) in respect of an assignment or transfer made in the ordinary course of the primary syndication of any Facility; or
 - (iv) in relation to Clause 12.2 (*Tax gross-up*), to a UK Treaty Creditor that has included a confirmation of its scheme reference number and its jurisdiction of tax residence in accordance with paragraph (g)(ii)(B) of Clause 12.2 (*Tax gross-up*) if the Obligor making the payment is resident in the UK for UK tax purposes and has not made a Borrower-Issuer DTTP Filing in respect of that UK Treaty Creditor.
- (d) Each New Creditor, by executing the relevant Transfer Certificate or Assignment Agreement or other instrument of transfer, confirms, for the avoidance of doubt, that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Creditor or Creditors in accordance with this Agreement on or prior to the date on which the transfer or assignment becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as the Existing Lender or Existing Noteholder would have been had it remained a Creditor.

[CLAUSE 25]

Clause 25.6

- (c) The Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts.
- (e) The Agent may rely on the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts (whether obtained by the Agent or by any other Party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying.

Clause 25.11(i)

- (i) The Agent shall resign in accordance with paragraph (b) above (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Agent pursuant to paragraph (c) above) if on or after the date which is three months before the earliest FATCA Application Date relating to any payment to the Agent under the Finance Documents, either:
 - (i) the Agent fails to respond to a request under Clause 12.8 (*FATCA Information*) and the Company or a Creditor reasonably believes that the

Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;

- (ii) the information supplied by the Agent pursuant to Clause 12.8 (*FATCA Information*) indicates that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or
- (iii) the Agent notifies the Company and the Creditors that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date,

and (in each case) the Company or a Creditor reasonably believes that a Party will be required to make a FATCA Deduction that would not be required if the Agent were a FATCA Exempt Party, and the Company or that Creditor, by notice to the Agent, requires it to resign.

[CLAUSE 27]

27. CONDUCT OF BUSINESS BY THE SECURED PARTIES

No provision of this Agreement will:

- (a) interfere with the right of any Secured Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;
- (b) oblige any Secured Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or
- (c) oblige any Secured Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

[CLAUSE 29]

29.9 CURRENCY OF ACCOUNT

- (b) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.

[CLAUSE 35.3] A reference to the gross-up (Clause 12 above) shall be maintained in the equivalent of Clause 35.3(a)(vii) (i.e., Agent consent is required for any amendment or waiver of any term of any Finance Document that has the effect of changing or which relates to... Clause 12 (Tax gross-up and indemnities)).

[CLAUSE 37.2] An equivalent of Clause 37.2(b)(v) is required to permit disclosure of information where required or requested to be disclosed by any taxation authority.

[SCHEDULE 1, PART II] To ensure the “Treaty Passport scheme reference number and jurisdiction of tax residence (if applicable)” column is maintained.

[SCHEDULE 2, PART I]

Para 4(k): On each Funding Date each Purchaser's purchase of Notes shall (a) be permitted by the laws and regulations of each jurisdiction to which such Purchaser is

subject, without recourse to provisions (such as section 1405(a)(8) of the New York Insurance Law) permitting limited investments by insurance companies without restriction as to the character of the particular investment, (b) not violate any applicable law or regulation (including, without limitation, Regulation T, U or X of the Board of Governors of the Federal Reserve System) and (c) not subject such Purchaser to any tax, penalty or liability under or pursuant to any applicable law or regulation, which law or regulation was not in effect on the date hereof. If requested by such Purchaser, such Purchaser shall have received an Officer's Certificate certifying as to such matters of fact as such Purchaser may reasonably specify to enable such Purchaser to determine whether such purchase is so permitted.

[SCHEDULE 4]

- [4] The New Lender confirms, for the benefit of the Agent and without liability to any Obligor, that it is:
- (a) [a UK Qualifying Creditor (other than a UK Treaty Creditor or a QPP Creditor);]
 - (b) [a UK Treaty Creditor;]
 - (c) [a QPP Creditor;]
 - (d) [not a UK Qualifying Creditor].¹
- [5] [The New Lender provides a QPP Certificate in the form set out in Schedule 21 (*Form of QPP Certificate*) to the Agreement.]
- [6] [The New Lender confirms that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:
- (a) a company resident in the UK for UK tax purposes;
 - (b) a partnership each member of which is:
 - (i) a company so resident in the UK; or
 - (ii) a company not so resident in the UK which carries on a trade in the UK through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason Part 17 of the CTA; or
 - (c) a company not so resident in the UK which carries on a trade in the UK through a permanent establishment and which brings into account interest

¹ Delete as applicable – each New Lender is required to confirm which of these categories it falls within.

payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.]²

- [7] [The New Lender confirms that it holds a passport under the HMRC DT Treaty Passport scheme (reference number [____]) and is tax resident in [____]³, so that interest payable to it by borrowers is generally subject to full exemption from UK withholding tax, and requests that the Agent notify the Borrower-Issuer which is a Party as a Borrower-Issuer as at the Transfer Date, that it wishes that scheme to apply to the Agreement.]⁴

[SCHEDULE 5]

- [7] The New Lender confirms, for the benefit of the Agent and without liability to any Obligor, that it is:
- (d) [a UK Qualifying Creditor (other than a UK Treaty Creditor or a QPP Creditor);]
 - (e) [a UK Treaty Creditor;]
 - (f) [a QPP Creditor;]
 - (g) [not a UK Qualifying Creditor]⁵.
- [8] [The New Lender provides a QPP Certificate in the form set out in Schedule 21 (*Form of QPP Certificate*) to the Agreement.]
- [9] [The New Lender confirms that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:
- (h) a company resident in the UK for UK tax purposes;
 - (i) a partnership each member of which is:
 - (i) a company so resident in the UK; or
 - (ii) a company not so resident in the UK which carries on a trade in the UK through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or

² Include if New Lender comes within paragraph (i)(B) of the definition of UK Qualifying Lender in Clause 12.1 (Definitions)

³ Insert jurisdiction of tax residence.

⁴ Include if New Lender holds a passport under the HMRC DT Treaty Passport scheme and wishes that scheme to apply to the Agreement.

⁵ Delete as applicable – each New Lender is required to confirm which of these categories it falls within.

- (j) a company not so resident in the UK which carries on a trade in the UK 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 CTA) of that company.]⁶

[10] [The New Lender confirms that it holds a passport under the HMRC DT Treaty Passport scheme (reference number [____]) and is tax resident in [____]⁷, so that interest payable to it by borrowers is generally subject to full exemption from UK withholding tax, and requests that the Agent notify the Borrower-Issuer which is a Party as a Borrower-Issuer as at the Transfer Date, that it wishes that scheme to apply to the Agreement.]⁸

[SCHEDULE 21]

Form of QPP Certificate

To: John Wood Group Finance Limited as the Company and [•] as the Agent

From: [Name of Creditor]

Dated:

John Wood Group Finance Limited – US\$ [200,000,000] Facility Agreement dated [____] 2025 (the "Agreement")

2. 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.

3. We confirm that:

(a) we are beneficially entitled to all interest payable to us as a Creditor under the [Loans/Notes];

(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 Loans for genuine commercial reasons, and not as part of a tax advantage scheme.

These confirmations together form a creditor certificate.

⁶ Include only if New Lender is a UK Non-Bank Lender – i.e. falls within paragraph (i)(B) of the definition of "UK Qualifying Lender" in Clause 12.1 (Definitions).

⁷ Insert jurisdiction of tax residence.

⁸ Include if New Lender holds a passport under the HMRC DT Treaty Passport scheme and wishes that scheme to apply to the Agreement.

4. In this QPP Certificate the terms "resident", "qualifying territory", "scheme", "tax advantage scheme" and "creditor certificate" have the meaning given to them in the Qualifying Private Placement Regulations 2015 (2015 No. 2002).

[Name of Creditor]

By:

[This QPP Certificate is required where a lender is a person eligible for the UK withholding tax exemption for qualifying private placements; a separate QPP Certificate should be provided by each such lender.]

PART II: Tax-related definitions

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

"CTA" means the Corporation Tax Act 2009.

"Facility Office" means the office or offices notified by a Creditor to the Agent in writing on or before the date it becomes a Creditor (or, following that date, by not less than five Business Days' written notice) as the office or offices through which it will perform its obligations under this Agreement.

"FATCA" means:

- a) sections 1471 to 1474 of the Code or any associated regulations;
- b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or
- c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"FATCA Application Date" means:

- a) in relation to a "withholdable payment" described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the US), 1 July 2014; or
- b) in relation to a "passthru payment" described in section 1471(d)(7) of the Code not falling within paragraph (a) above, the first date from which such payment may become subject to a deduction or withholding required by FATCA.

"FATCA Deduction" means a deduction or withholding from a payment under a Finance Document required by FATCA.

"FATCA Exempt Party" means a Party that is entitled to receive payments free from any FATCA Deduction.

"ITA" means the Income Tax Act 2007.

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"VAT" means:

- a) any value added tax imposed by the Value Added Tax Act 1994;
- b) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112);
- c) Australian GST;
- d) any value added tax as provided for in the Norwegian Value Added Tax Act of 19 June 2009 no. 58 (No. merverdiavgiftsloven); and
- e) any other tax of a similar nature, whether imposed in the United Kingdom or in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) or (b) above, or imposed elsewhere.

PART III: Trade Clauses

[CLAUSE 4]

4.2 Further conditions precedent

The Creditors will only be obliged to comply with Clause 5.4 (*Funding obligations*) if on the date of the Funding Request and on the proposed Funding Date:

- (c) Creditors receive all "know your customer " information in respect of the Company and its Affiliates requested by the Agent (for itself and/or on behalf of the other Finance Parties) and all information required to satisfy the Sanctions and Anti-Money Laundering Laws requirements of each Finance Party.

[CLAUSE 7]

7.2 Sanctions

If a Sanctions Prepayment Event occurs:

- (a) the Company shall promptly, and in any event within 10 Business Days, notify the Agent upon becoming aware of that event, which such notice shall describe the facts and circumstances thereof, and the Agent shall promptly notify the Creditors upon receipt of such notification from the Company; If the Company and/or its Affiliates shall undertake any actions to remedy any such Sanctions Prepayment Event, the Company shall keep the Agent reasonably and timely informed of such actions and the results thereof;
- (b) a Creditor shall not be obliged to fund any Funding Request;
- (c) if a Creditor so requires and notifies the Agent, the Agent shall, by not less than 10 days' notice to the Company, cancel each Available Commitment of that Creditor and declare the participation of that Creditor in all outstanding Loans or Loans together with the accrued interest, and all other amounts accrued or outstanding under the Finance Documents, immediately due and payable, whereupon each such Available Commitment will be immediately cancelled, any Commitment of that Creditor shall immediately cease to be available for further funding and all such outstanding amounts, accrued interest and other amounts shall become immediately due and payable;
- (d) If a Sanctions Prepayment Event has occurred but the Company and/or its Affiliates have taken such action(s) in relation to their activities so as to remedy such Sanctions Prepayment Event (with the effect that a Sanctions Prepayment Event no longer exists), the Company shall provide notice thereof to the Agent, which such notice shall describe the facts and

circumstances thereof, and the Agent shall promptly notify the Creditors upon receipt of such notification from the Company, and then clauses (b) and (c) above shall not apply in relation to such Sanctions Prepayment Event.

- (e) If any Creditor that has given written notice to the Agent pursuant to clause (c) also gives notice that it has determined (in its sole discretion) that it requires clearance or authorization from any governmental authority in order to take the actions specified in clause (c) and/or to receive a prepayment pursuant to this Clause 7.2, the amounts due shall be placed in a segregated account, and then shall become due and payable on the date that is 10 Business Days after such Creditor gives notice to the Agent that it is entitled to receive a prepayment pursuant to this Section 7.2. For the avoidance of doubt, any such delay in accordance with this clause (e) shall not be deemed to give rise to a Default or Event of Default.
- (f) The foregoing provisions of this Section 7.2 shall be in addition to any rights or remedies available to any Creditor that may arise under this Agreement as a result of the occurrence of a Sanctions Prepayment Event; provided, that, if the Notes shall have been declared due and payable pursuant to Clause [] (*Acceleration*) as a result of the events, conditions or actions of the Company or its Affiliates that gave rise to a Sanctions Prepayment Event, the remedies set forth in Section [] (*Acceleration*) shall control.

7.7 Right of replacement or repayment and cancellation in relation to a single Creditor

- (e) The replacement of a Creditor pursuant to paragraph (d) above shall be subject to the following conditions:
 - (iv) the Creditor shall only be obliged to transfer its rights and obligations pursuant to paragraph (d) above once it is satisfied that it has complied with all necessary "know your customer" or other similar checks under all Sanctions, Anti-Money Laundering Laws and applicable laws and regulations in relation to that transfer.

[CLAUSE 17]

17.13 Sanctions, anti-money laundering, anti-corruption and anti-bribery laws

- (c) (i) Save as disclosed in the August 2025 Sanctions Disclosures, policies and procedures have been implemented and maintained in effect which are designed to ensure compliance by it, its Affiliates, each other member of the Group and its joint ventures (and their directors, officers, employees and agents) with Sanctions, Anti-Money Laundering Laws and Anti-Corruption Laws and the terms hereof; and

- (ii) policies and procedures shall be maintained in effect which are designed to ensure compliance by it, its Affiliates, each other member of the Group and its joint ventures (and their directors, officers, employees and agents) with Sanctions, Anti-Money Laundering Laws and Anti-Corruption Laws and the terms hereof.
- (d) Save as otherwise disclosed in writing by the Company (or the Company's legal adviser on its behalf) to the legal adviser of the Creditors in paragraphs 2, 6 and 7 (with respect to clause (i)) and paragraphs 3, 4 and 8 (with respect to clause (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 it, its Affiliates, any other member of the Group nor its joint ventures or their respective directors and, to its knowledge, none of its officers, employees or agents and none of the officers, employees or agents of its Affiliates, any other member of the Group or its joint ventures, (i) is a Restricted Person; (ii) has been notified that its name appears or may in the future appear on a State Sanctions list; (iii) has violated any applicable Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws; (iv) is in violation of, has been found in violation of, or has been charged or convicted under, any Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws; or (v) to the Company's knowledge, is under investigation by any governmental authority for possible violation of any Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws.
- (e) No part of the proceeds of any Funding (i) constitutes or will constitute funds obtained on behalf of any Restricted Person or will otherwise be used by the Company or any other Person, directly or indirectly, (A) in connection with any investment in, or any transactions or dealings with, any Restricted Person, (B) for any purpose that would cause any Lender to be in violation of Sanctions, or (C) otherwise in violation of any Sanctions; (ii) will be used, directly or indirectly, in violation of, or cause any Creditor 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 bribe, 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 Creditor to be in violation of, any Anti-Corruption Laws.
- (f) Any provision of this Clause 17.13 or Clause 20.13 (*Sanctions, anti-money laundering, anti-corruption and anti-bribery laws*) shall not apply to or in favour of any person if and to the extent that it would result in a breach, by or in respect of that person, of any applicable Blocking Law.
- (g) For the purposes of this Clause 17.13, "**Blocking Law**" means:

- (i) any provision of Council Regulation (EC) No 2271/1996 of 22 November 1996 (or any law or regulation implementing such Regulation in any member state of the European Union);
- (ii) any provision of Council Regulation (EC) No 2271/1996 of 22 November 1996, as it forms part of domestic law of the United Kingdom, including The Protecting against the Effects of the Extraterritorial Application of Third Country Legislation (Amendment) (EU Exit) Regulations 2020;
- (iii) section 7 of the German Foreign Trade Regulation (*Außenwirtschaftsverordnung*); or
- (iv) any other applicable anti-boycott or blocking law or regulation implementing any of the foregoing that is in force from time to time.

[CLAUSE 18]

18.7 "Know your customer" checks

- (h) If:
 - (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;
 - (ii) any change in the status of a Transaction Obligor (or of a Holding Company of a Transaction Obligor) after the date of this Agreement; or
 - (iii) a proposed assignment or transfer by a Creditor of any of its rights and obligations under this Agreement to a party that is not a Creditor prior to such assignment or transfer,

obliges the Agent, the Security Agent or any Creditor (or, in the case of paragraph (iii) above, any prospective new Creditor) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, each Obligor shall promptly upon the request of the Agent, the Security Agent or any Creditor supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Creditor), the Security Agent or any Creditor (for itself or, in the case of the event described in paragraph (iii) above, on behalf of any prospective new Creditor) in order for the Agent, the Security Agent, such Creditor or, in the case of the event described in paragraph (iii) above, any prospective new Creditor to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under Sanctions, Anti-Money Laundering Laws and all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

- (i) Each Creditor shall promptly upon the request of the Agent or the Security Agent supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself) or the Security Agent in order for the Agent or the Security Agent, as applicable, to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under Sanctions, Anti-Money Laundering Laws and all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.
- (j) The Company shall, by not less than 10 Business Days' prior written notice to the Agent, notify the Agent (which shall promptly notify the Creditors) of its intention to request that one of its Subsidiaries becomes an Additional Obligor pursuant to Clause 24 (*Changes to the Obligors*).
- (k) Following the giving of any notice pursuant to paragraph (c) above, if the accession of such Additional Obligor obliges the Agent, the Security Agent or any Creditor to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, the Company shall promptly upon the request of the Agent, the Security Agent or any Creditor supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Creditor), the Security Agent or any Creditor (for itself or on behalf of any prospective new Creditor) in order for the Agent, the Security Agent or such Creditor or any prospective new Creditor to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under Sanctions, Anti-Money Laundering Laws and all applicable laws and regulations pursuant to the accession of such Subsidiary to this Agreement as an Additional Obligor.

18.8 Additional information undertakings

Without prejudice to the obligations of any Obligor under any other provisions under this Clause 18 but subject to Clause 18.9 (*Restrictions on sharing information*):

- (d) the Company shall further:
 - (iii) promptly provide information relating to Sidara as requested by any Creditor (or the Legal Adviser on its behalf), and provided to the Company by Sidara, for the purpose of Sanctions, Anti-Money Laundering Laws, Anti-Corruption Laws and/or know-your-client requirements;

provided that:

- (a) the updates referred to paragraphs (b)(i) and (d)(i) above may be provided by the Company, or its advisers (or any sub-group thereof), to the Financial Adviser and/or the Legal Adviser, as applicable; and

- (b) if the Financial Adviser and/or the Legal Adviser are no longer appointed by the Creditors, any obligation by the Company to deliver information to the Financial Adviser and/or Legal Adviser as the case may be in accordance with paragraphs (a) to (e) above, shall instead be discharged by the Company delivering the relevant information to the Agent instead.

[CLAUSE 20]

20.13 Sanctions, anti-money laundering, anti-corruption and anti-bribery laws

- (a) The Company shall maintain in effect policies and procedures designed to ensure compliance by it, its Affiliates, each other member of the Group and its joint ventures (and their respective directors, officers and employees) with all applicable Sanctions, Anti-Money Laundering Laws, Anti-Corruption Laws, and the terms hereof.
- (b) The Company shall not (and the Company shall ensure that no Affiliate, other member of the Group, any of its joint ventures or any of their directors, officers or employees will) (i) save as otherwise disclosed in writing by the Company (or the Company's legal adviser on its behalf) to the legal adviser of the Creditors in paragraphs 2, 6 and 7 of the August 2025 Sanctions Disclosures, become (including by virtue of being owned or controlled by a Restricted Person), a Restricted Person; (ii) save as otherwise disclosed in writing by the Company (or the Company's legal adviser on its behalf) to the legal adviser of the Creditors 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 any Utilisation) with any person if such investment, dealing or transaction would be in violation of, or could result in the imposition of sanctions under, any Sanctions; (iii) ensure that no part of the proceeds of any Utilisation constitutes or will constitute funds obtained on behalf of any Restricted Person or (iv) use, permit or authorise proceeds of any Utilisation to be used directly or knowingly indirectly (A) in connection with any investment or any transactions or dealings with any Restricted Person, (B) for any purpose which would result in any Lender or it, its Affiliates, any other member of the Group, any of its joint ventures or any of their directors, officers or employees being in breach of any Sanctions, Anti-Corruption Laws, or Anti-Money Laundering Laws, or (C) otherwise in violation of any Sanctions.
- (c) No Obligor shall (and the Company shall ensure that no other member of the Group will) fund all or part of any payment in connection with a Finance Document out of proceeds derived directly or indirectly 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.

[CLAUSE 21]

21.2 Blocked Account

(e) **Withdrawal conditions:** The Borrower-Issuer may make a withdrawal from the Blocked Account if:

Other withdrawals:

(iii) the Agent (acting reasonably) is satisfied (following provision by the Company of evidence and certification of such compliance) that the withdrawn amount will be applied towards funding the cash collateral requirement in respect of any performance, bid, surety or similar bonds, letters of credit or guarantees issued by an issuing bank at the request of a member of the Group (a "**Bank Guarantee**") and the relevant Bank Guarantee satisfies the following conditions:

(B) the beneficiary of such Bank Guarantee is not in a Sanctioned Country, on a Sanctioned List or Restricted Person;

provided that, the Borrower-Issuer may make a withdrawal from the Blocked Account without satisfying the conditions set out in paragraphs (i) to (iii) above (except for paragraph ((iii)(A) above) if the proceeds of such withdrawal will be applied in prepayment of the Loans and redemption of the Notes pursuant to Clause 7.6 (*Voluntary prepayment or redemption*).]

[CLAUSE 23]

23.2 Conditions of assignment or transfer

(d) An assignment by a Creditor will only be effective on:

(ii) performance by the Agent and the Security Agent of all necessary "know your customer" or other similar checks under all Sanctions, Anti-Money Laundering Laws and applicable laws and regulations in relation to such assignment to a New Lender or New Noteholder, each in form and substance satisfactory to the Agent and the Security Agent, and the completion of which the Agent shall promptly notify to the Existing Lender or Existing Noteholder and the New Lender or New Noteholder, as applicable.

23.5 Procedure for transfer

(b) The Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender or, if applicable, by the Existing Noteholder and the New Noteholder (and register a transfer of Notes) once it is satisfied that both it and the Security Agent have complied with all necessary "know your customer" or other similar checks under all Sanctions, Anti-Money Laundering Laws

and applicable laws and regulations in relation to the transfer to such New Lender or New Noteholder, as applicable. **[LL note: transfer of notes should also require delivery of a Transfer Certificate so the Agent has written record that a “transfer” of notes has taken place]**

23.6 Procedure for assignment

- (e) The Agent shall only be obliged to execute an Assignment Agreement delivered to it by the Existing Lender and the New Lender once it is satisfied both it and the Security Agent have complied with all necessary "know your customer" or other similar checks under all Sanctions, Anti-Money Laundering Laws and applicable laws and regulations in relation to the assignment to such New Lender.

[CLAUSE 24]

24.2 Additional Guarantors

- (a) Subject to compliance with the provisions of paragraphs (c) and (d) of Clause 18.7 ("*Know your customer*" checks), the Company may request that any of its Subsidiaries become an Additional Guarantor. That Subsidiary shall become an Additional Guarantor if:
 - (i) the Company and the proposed Additional Guarantor deliver to the Security Agent, a duly completed and executed Guarantor Accession Deed; and
 - (ii) the Agent has received all of the documents and other evidence listed in Part II of Schedule 2 (*Conditions precedent*) in relation to that Additional Guarantor, each in form and substance satisfactory to the Agent.

[CLAUSE 25]

25.9 Exclusion of liability

- (d) Nothing in this Agreement shall oblige the Agent to carry out:
 - (iii) any "know your customer" or other checks in relation to any person; or
 - (iv) any check on the extent to which any transaction contemplated by this Agreement might be unlawful for any Finance Party or for any Affiliate of any Finance Party,

on behalf of any Finance Party and each Finance Party confirms to the Agent that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Agent.

[CLAUSE 35]

35.3 All Creditor matters

- (a) Subject to Clause 35.5 (*Changes to reference rates*), an amendment or waiver of any term of any Finance Document that has the effect of changing or which relates to:
 - (vii) Clause 2.3 (*Finance Parties' rights and obligations*), Clause 4 (*Conditions of Funding*), Clause 5 (*Funding*), Clause 7.1 (*Illegality*), Clause 7.3 (*Change of Control*), Clause 7.4 (*Mandatory Prepayment – Post-Blocked Account Withdrawal End Date*), Clause 7.9 (*Application of prepayments*), Clause 8 (*Interest*), Clause 9 (*Interest Periods*), Clause 11.3 (*Exit Fee*), Clause 12 (*Tax gross-up and indemnities*), Clause 16 (*Costs and expenses*), Clause 17.13 (*Sanctions, anti-money laundering, anti-corruption and anti-bribery laws*), Clause 20.13 (*Sanctions, anti-money laundering, anti-corruption and anti-bribery laws*), Clause 20.17 (*Most favoured nation*), Clause 21 (*Accounts*), Clause 23 (*Changes to the Creditors*), Clause 24 (*Changes to the Obligors*), Clause 28 (*Sharing among the Finance*

35.7 Replacement of a Defaulting Creditor

- (b) Any transfer of rights and obligations of a Defaulting Creditor pursuant to this Clause 35.7 shall be subject to the following conditions:
 - (v) the Defaulting Creditor shall only be obliged to transfer its rights and obligations pursuant to paragraph (a) above once it is satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to that transfer to the Replacement Creditor.

[CLAUSE 37]

37.2 Disclosure of Confidential Information

Any Finance Party may disclose:

- (b) to any person:
 - (vii) to a governmental authority in connection with Sanctions, Anti-Corruption Laws, and Anti-Money Laundering Laws.

in each case, such Confidential Information as that Finance Party shall consider appropriate if:

- (A) in relation to paragraphs (b)(i), (b)(ii) and (b)(iii) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional

obligations to maintain the confidentiality of the Confidential Information;

- (B) in relation to paragraph (b)(iv) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information;
- (C) in relation to paragraphs (b)(v), (b)(vi) and (b)(vii) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of that Finance Party, it is not practicable so to do in the circumstances;

[CLAUSE 43]

43.4 USA PATRIOT ACT AND BENEFICIAL OWNERSHIP REGULATION

Each Finance Party that is subject to the requirements of the USA Patriot Act and Beneficial Ownership Regulation hereby notifies each Obligor that pursuant to the requirements of the USA Patriot Act and Beneficial Ownership Regulation, it is required to obtain, verify and record information that identifies the Obligors, which information includes the name and address of the Obligors and other information that will allow such Finance Party to identify the Obligors in accordance with the USA Patriot Act and Beneficial Ownership Regulation. Each Obligor agrees that it will provide each Finance Party with such information as it may request in order for such Finance Party to comply with its ongoing obligations under applicable "know your customer" and anti-money-laundering rules and regulations, including the USA Patriot Act and the Beneficial Ownership Regulation.

[SCHEDULE 2 CONDITIONS PRECEDENT PART I CONDITIONS PRECEDENT]

4. Other documents and evidence

...

- (f) All "know your customer" information in respect of the Company and its Affiliates, the issuers under any bank guarantees to which this Agreement relates and the Creditors requested by the Agent (for itself and/or on behalf

of the other Finance Parties) and all information required to satisfy the Sanctions and Anti-Money Laundering Requirements of each Finance Party.

Part IV: Trade-related definitions

“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.

“Repeating Representations” means:

- (a) (in the case of each Obligor) each of the representations set out in Clauses 17.1 (*Status*) to 17.6 (*Governing law and enforcement*) (inclusive), Clause 17.9 (*No default*), Clauses 17.11 (*Pari passu ranking*) to 17.13 (*Sanctions, anti-money laundering, anti-corruption and anti-bribery laws*) (inclusive) and Clause 17.20 (*Ranking of Security*); and

“Restricted Person” means any individual or entity that is:

- (a) A target of Sanctions, including listed on a Sanctions List;
- (b) in the case of a natural person, located or resident in, a Sanctioned Country;
- (c) in the case of a non-natural person or entity, organised, operating from, or incorporated or organised under the laws of, a Sanctioned Country;
- (d) a government of a Sanctioned Country; or
- (e) a non-natural person or entity, agent, department or instrumentality of, or otherwise directly or indirectly owned or controlled by, or acting on behalf of, a government of a Sanctioned Country or any person described in paragraphs (a)-(d) above.

“Sanctioned Country” means, at any time, a country or territory which is, or whose government is, the target of comprehensive country-wide or territory-wide Sanctions (being, as at the date of this Agreement, Cuba, Iran, North Korea, Syria, Crimea and those portions of the Donetsk People's Republic, Luhansk People's Republic, Kherson and Zaporizhzhia regions (and such other regions) of Ukraine over which any Sanctions Authority has imposed Sanctions and Venezuela) or that is otherwise the target of broad Sanctions (being, as at the date of this Agreement, Russia, Belarus and Afghanistan).

“Sanctions” means:

- (a) United Nations sanctions imposed pursuant to any United Nations Security Council Resolution;
- (b) U.S. sanctions administered or enforced by the United States (including Office of Foreign Assets Control of the U.S. Department of the Treasury and the U.S. Department of State);
- (c) EU restrictive measures 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;
- (d) sanctions administered or enforced by member states of the European Union and implemented pursuant to national, member state level legislation;
- (e) sanctions imposed by the Hong Kong Monetary Authority; and
- (f) UK sanctions (i) enacted by statutory instrument pursuant to the Sanctions and Anti-Money Laundering Act 2018; and/or (ii) otherwise enacted, imposed, enforced or administered by the United Kingdom including, without limitation, by His Majesty's Treasury, the Foreign, Commonwealth & Development Office and the Department for International Trade,

and each of the authorities referred to above being a "**Sanctions Authority**".

"Sanctions List" means the "Specially Designated Nationals and Blocked Persons" list publicly issued by OFAC, the "Consolidated List of Financial Sanctions Targets in the UK" publicly issued by His Majesty's Treasury and any other list issued or maintained and made public by, or any public announcement of a Sanctions designation made by any Sanctions Authority, each as amended, supplemented or substituted from time to time.

"Sanctions Prepayment Event" means, with respect to any Lender, (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 Restricted 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 hereunder) in violation of any Sanctions or (b) the name of the Company or any Controlled Entity appearing on a State Sanctions List.

"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. Sanctions; or (y) Syria or Sudan.

"USA Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56 of the US.

Schedule 9
Escrow Principles

1. Promptly, following the Lock-up Agreement Effective Date, the Company shall identify a prospective third party agent (the “**Escrow Agent**”) that is acceptable to the Creditors and Sidara to establish and operate an escrow account (which may consist of a single or two separate accounts) for the purpose of the Transaction (together, the “**Escrow Account**”).
2. The Company, the NTL Participants and Sidara shall work together in good faith to agree, promptly and in any event within 5 Business Days of the Lock-Up Agreement Effective Date (or such longer period as may be agreed) the terms of:
 - a. the Escrow Agent’s appointment; and
 - b. the terms and arrangements regarding the operation of the Escrow Account including the release of funds,

with such arrangements agreed in the “**Escrow Agreement**”.

3. The A&E Implementation Deed shall provide that:
 - a. The finalisation of the Escrow Agent’s appointment and an agreed form Escrow Agreement shall be conditions precedent to the A&E Effective Date, and the Escrow Agreement will be released and come into effect at the same time as all other A&E Implementation Documents and such conditions shall not be capable of being amended or waived without Sidara’s consent;
 - b. The Company shall submit utilisation requests in relation to the Sidara Initial Funding Facility (for the Initial Sidara Funding Tranche) and the NTL (for Tranche B) on the A&E Effective Date, each with a drawdown period of seven Business Days; and
 - c. Each of the Initial Sidara Funding Tranche and NTL Participant Funded Amounts (Tranche B) (together the “**Escrow Amount**”) shall be paid to the Escrow Account (in the case of the Tranche B amount, via the NTL Agent).
4. The Escrow Agreement shall include, without limitation, the following terms:
 - a. Sidara, the Company and the NTL Agent will be parties (the “**Funding Parties**”);
 - b. The Escrow Agent shall hold the Initial Sidara Funding Tranche in escrow pending the receipt of the NTL Participant Funded Amounts (Tranche B);
 - c. The Escrow Agent shall hold the NTL Participant Funded Amounts (Tranche B) in escrow pending the receipt of the Initial Sidara Funding Tranche;
 - d. The Escrow Agent shall provide a written notice to Sidara and the NTL Agent once it holds the Escrow Amount (the “**Escrow Confirmation**”);
 - e. Once the Escrow Confirmation has been provided, the Funding Parties shall provide their written instructions for the Escrow Amounts to be released (with the form of such written instructions pre-agreed and scheduled to the Escrow Agreement);
 - f. That part of the Escrow Amount comprising the Initial Sidara Funding Tranche will be released to the Company (and that part of the Escrow Amount comprising the NTL

Participant Funded Amount (Tranche B) following receipt by the Escrow Agent of instructions from both the Funding Parties;

- g. The Escrow Agent will return the amounts received from a Funding Party to that Funding Party if the full Escrow Amount is not received by the Escrow Agent within 10 Business Days of the A&E Effective Date.
 - h. All fees of the Escrow Agent shall be met by the Company.
 - i. Other customary terms for an escrow arrangement of this nature.
- 5. The A&E Implementation Deed and the Definitive Documents shall be updated by the Company, with the consent of the Creditor Advisers, as necessary to reflect the Escrow Principles and the transactions contemplated herein.
- 6. Terms used in this Schedule 9 (*Escrow Principles*) and not otherwise defined herein or in the Lock-Up Agreement shall have the meaning given to those terms in the draft A&E Implementation Deed at Schedule 3 of the Lock-Up Agreement.

Yours faithfully

The Parent Company

[Redacted Signature]

for and on behalf of
John Wood Group plc as the Parent Company
and Obligor's Agent (as defined in each of
the RCF and Term Loan) and as Guarantor's Agent (as defined in each of the 2014 NPA, 2018 NPA
and 2019 NPA)

Name:

[Redacted Name]

Title:

[Redacted Title]

JWGHL

[Redacted Signature]

for and on behalf of
John Wood Group Holdings Limited

Name:

[Redacted Name]

Title:

[Redacted Title]

Wood Group US Holdings, Inc.

[Redacted Signature]

Wood Group US Holdings, Inc.

Name:

[Redacted Name]

Title:

[Redacted Title]

JWGUSA Holdings Limited

By:
for and on behalf of
JWGUSA Holdings Limited

Name:
Title:

Wood Group Investments Limited

By:
for and on behalf of
Wood Group Investments Limited

Name:
Title:

Wood Group Holdings (International) Limited

By:
for and on behalf of
Wood Group Holdings (International) Limited

Name:
Title:

WGPSN (Holdings) Limited

By: ... 
for and on behalf of
WGPSN (Holdings) Limited

Name: 

Title: 

Amec Foster Wheeler Limited

By: ... 
for and on behalf of
Amec Foster Wheeler Limited

Name: 

Title: 

Agent signature page

The requisite majorities of RCF Creditors have provided their consent to the requests set out in paragraphs 7.1, 7.2 and 7.4 of this Lock-up Agreement. Accordingly, we are authorised to, and hereby, agree, consent to and accept the requests set out in paragraphs 7.1, 7.2 and 7.4 of this Lock-up Agreement in our capacity as Agent.

..... 

for and on behalf of



Date: 29 August
..... 2025

Agent signature page

The requisite majorities of Term Loan Creditors have provided their consent to the requests set out in paragraphs 7.1, 7.2 and 7.4 of this Lock-up Agreement. Accordingly, we are authorised to, and hereby, agree, consent to and accept the requests set out in paragraphs 7.1, 7.2 and 7.4 of this Lock-up Agreement in our capacity as Agent.

..... 

for and on behalf of



Date: 29 August 2025

Creditor signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound by the terms thereof, including the obligations of a Participant thereunder.

- ☐ We confirm that we wish to participate in the New Term Loan Facility and have delivered to the Parent Company an NTL Commitment Letter.
- ☒ We confirm that we do not currently wish to participate in the New Term Loan Facility and our NTL Commitments shall be deemed to be zero.

[Redacted Signature]

for and on behalf of

[Redacted Name]

Date: ...29.August.2025....

[Redacted Signature]

for and on behalf of

[Redacted Name]

Date: ...29.August.2025...

As at the date of this signature page, our Commitments in the Principal Financing Agreements are as follows and such holdings constitute all such Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest)	Series (if applicable)
RCF	[Redacted]	
Term Loan		

Creditor signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound by the terms thereof, including the obligations of a Participant thereunder.

- ☐ We confirm that we wish to participate in the New Term Loan Facility and have delivered to the Parent Company an NTL Commitment Letter.
- ☒ We confirm that we do not currently wish to participate in the New Term Loan Facility and our NTL Commitments shall be deemed to be zero.

[Redacted Signature]

for and on behalf of

[Redacted Name]

Date: ...29 August 2025.....

[Redacted Signature]

for and on behalf of

[Redacted Name]

Date:29 August 2025.....

As at the date of this signature page, our Commitments in the Principal Financing Agreements are as follows and such holdings constitute all such Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest)	Series (if applicable)
RCF	[Redacted]	
Term Loan		

Creditor signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound by the terms thereof, including the obligations of a Participant thereunder.

- ☒ We confirm that we wish to participate in the New Term Loan Facility and have delivered to the Parent Company an NTL Commitment Letter.
- ☐ We confirm that we do not currently wish to participate in the New Term Loan Facility and our NTL Commitments shall be deemed to be zero.

Date: ...29 August 2025....

Date:29 August 2025....

As at the date of this signature page, our Commitments in the Principal Financing Agreements are as follows and such holdings constitute all such Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest)	Series (if applicable)
RCF		
Term Loan		

IFL Participant signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound by the terms thereof, including the obligations of an IFL Participant thereunder.

Date:29 August 2025....

Date:29 August 2025....

As at the date of this signature page, our Interim Facility Commitments in the Interim Facility are as follows and such holdings constitute all such Interim Facility Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest) (US\$)
Interim Facility	

[Signature page to Main Lock-Up Agreement – RCF Creditors / Term Loan Creditors]

Creditor signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound by the terms thereof, including the obligations of a Participant thereunder.

- ☒ We confirm that we wish to participate in the New Term Loan Facility and have delivered to the Parent Company an NTL Commitment Letter.
- ☐ We confirm that we do not currently wish to participate in the New Term Loan Facility and our commitments shall be deemed to be zero.

[Redacted Signature]

for and on behalf of

Date: 29 August 2025

As at the date of this signature page, our Commitments in the Principal Financing Agreements are as follows and such holdings constitute all such Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest)	Series (if applicable)
RCF	[Redacted]	-
Term Loan	-	-

IFL Participant signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound by the terms thereof, including the obligations of an IFL Participant thereunder.

[Redacted Signature]

Date: 29 August 2025

As at the date of this signature page, our Interim Facility Commitments in the Interim Facility are as follows and such holdings constitute all such Interim Facility Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest) (US\$)
Interim Facility	[Redacted]

[Signature page to Main Lock-Up Agreement – RCF Creditors / Term Loan Creditors]

Creditor signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound by the terms thereof, including the obligations of a Participant thereunder.

- ☒ We confirm that we wish to participate in the New Term Loan Facility and have delivered to the Parent Company an NTL Commitment Letter.
- ☐ We confirm that we do not currently wish to participate in the New Term Loan Facility and our NTL Commitments shall be deemed to be zero.

...
for and on behalf of

Date: 29 August 2025

As at the date of this signature page, our Commitments in the Principal Financing Agreements are as follows and such holdings constitute all such Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest)	Series (if applicable)
RCF		
Term Loan		

IFL Participant signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound by the terms thereof, including the obligations of an IFL Participant thereunder.

...
for and on behalf of

Date: 29 August 2025

As at the date of this signature page, our Interim Facility Commitments in the Interim Facility are as follows and such holdings constitute all such Interim Facility Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest) (US\$)
Interim Facility	

Creditor signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound by the terms thereof, including the obligations of a Participant thereunder.

- ☒ We confirm that we wish to participate in the New Term Loan Facility and have delivered to the Parent Company an NTL Commitment Letter.
- ☐ We confirm that we do not currently wish to participate in the New Term Loan Facility and our NTL Commitments shall be deemed to be zero.

[REDACTED]
[REDACTED]
[REDACTED]
Date: 29 August 2025

As at the date of this signature page, our Commitments in the Principal Financing Agreements are as follows and such holdings constitute all such Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest)	Series (if applicable)
RCF	[REDACTED]	
Term Loan		

IFL Participant signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound by the terms thereof, including the obligations of an IFL Participant thereunder.

[REDACTED]
[REDACTED]
for and on behalf of
[REDACTED]
Date: 29 August 2025

As at the date of this signature page, our Interim Facility Commitments in the Interim Facility are as follows and such holdings constitute all such Interim Facility Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest) (US\$)
Interim Facility	[REDACTED]

Creditor signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound by the terms thereof, including the obligations of a Participant thereunder.

- ☒ We confirm that we wish to participate in the New Term Loan Facility and have delivered to the Parent Company an NTL Commitment Letter.
- ☐ We confirm that we do not currently wish to participate in the New Term Loan Facility and our NTL Commitments shall be deemed to be zero.

.....

for and on behalf of

Date:29 August 2025.....

As at the date of this signature page, our Commitments in the Principal Financing Agreements are as follows and such holdings constitute all such Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest)	Series (if applicable)
RCF	<div></div>	
Term Loan		

IFL Participant signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound by the terms thereof, including the obligations of an IFL Participant thereunder.

.....

for and on behalf of

Date:29 August 2025.....

As at the date of this signature page, our Interim Facility Commitments in the Interim Facility are as follows and such holdings constitute all such Interim Facility Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest) (US\$)
Interim Facility	<div></div>

Creditor signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound by the terms thereof, including the obligations of a Participant thereunder.

- ☒ We confirm that we wish to participate in the New Term Loan Facility and have delivered to the Parent Company an NTL Commitment Letter.
- ☐ We confirm that we do not currently wish to participate in the New Term Loan Facility and our NTL Commitments shall be deemed to be zero.

[Redacted Signature]

for and on behalf of

[Redacted Name]

Date: 29 August 2025

[Redacted Signature]

for and on behalf of

[Redacted Name]

Date: 29 August 2025

As at the date of this signature page, our Commitments in the Principal Financing Agreements are as follows and such holdings constitute all such Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest)	Series (if applicable)
RCF	[Redacted]	
Term Loan		

IFL Participant signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound by the terms thereof, including the obligations of an IFL Participant thereunder.

[Redacted Signature]

for and on behalf of

[Redacted Name]

Date:

[Redacted Signature]

for and on behalf of

[Redacted Name]

Date: 29 August 2025

As at the date of this signature page, our Interim Facility Commitments in the Interim Facility are as follows and such holdings constitute all such Interim Facility Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest) (US\$)
Interim Facility	[Redacted]

Creditor signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound by the terms thereof, including the obligations of a Participant thereunder.

- ☒ We confirm that we wish to participate in the New Term Loan Facility and have delivered to the Parent Company an NTL Commitment Letter.
- ☐ We confirm that we do not currently wish to participate in the New Term Loan Facility and our NTL Commitments shall be deemed to be zero.

[Redacted Signature]

[Redacted Title]

Date:2025

As at the date of this signature page, our Commitments in the Principal Financing Agreements are as follows and such holdings constitute all such Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest)	Series (if applicable)
RCF	[Redacted]	
Term Loan	[Redacted]	

IFL Participant signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound by the terms thereof, including the obligations of an IFL Participant thereunder.

[Redacted Signature]

[Redacted Title]

Date: ..29 August 2025.....

As at the date of this signature page, our Interim Facility Commitments in the Interim Facility are as follows and such holdings constitute all such Interim Facility Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest) (US\$)
Interim Facility	[Redacted]

Creditor signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound by the terms thereof, including the obligations of a Participant thereunder.

- ☒ We confirm that we wish to participate in the New Term Loan Facility and have delivered to the Parent Company an NTL Commitment Letter.
- ☐ We confirm that we do not currently wish to participate in the New Term Loan Facility and our NTL Commitments shall be deemed to be zero.

.....
for and on behalf of

Date: ..29 August 2025.....

As at the date of this signature page, our Commitments in the Principal Financing Agreements are as follows and such holdings constitute all such Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest)	Series (if applicable)
RCF		
Term Loan		

IFL Participant signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound by the terms thereof, including the obligations of an IFL Participant thereunder.

.....
for and on behalf of

Date: ..29 August 2025.....

As at the date of this signature page, our Interim Facility Commitments in the Interim Facility are as follows and such holdings constitute all such Interim Facility Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest) (US\$)
Interim Facility	

Creditor signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound by the terms thereof, including the obligations of a Participant thereunder.

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- ☐ We confirm that we do not currently wish to participate in the New Term Loan Facility and our NTL Commitments shall be deemed to be zero.

[Redacted Signature]

Date: 29 August 2025

As at the date of this signature page, our Commitments in the Principal Financing Agreements are as follows and such holdings constitute all such Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest)	Series (if applicable)
RCF	[Redacted]	N/A
Term Loan	N/A	N/A

IFL Participant signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound by the terms thereof, including the obligations of an IFL Participant thereunder.

[Redacted Signature]

Date: 29 August 2025

As at the date of this signature page, our Interim Facility Commitments in the Interim Facility are as follows and such holdings constitute all such Interim Facility Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest) (US\$)
Interim Facility	[Redacted]

[Signature page to Main Lock-Up Agreement – RCF Creditors / Term Loan Creditors]

Creditor signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound by the terms thereof, including the obligations of a Participant thereunder.

- ☒ We confirm that we wish to participate in the New Term Loan Facility and have delivered to the Parent Company an NTL Commitment Letter.
- ☐ We confirm that we do not currently wish to participate in the New Term Loan Facility and our NTL Commitments shall be deemed to be zero.

[REDACTED]
for and on behalf of

[REDACTED]
Date: 29 August 2025.....

As at the date of this signature page, our Commitments in the Principal Financing Agreements are as follows and such holdings constitute all such Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest)	Series (if applicable)
RCF	[REDACTED]	
Term Loan	[REDACTED]	

IFL Participant signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound by the terms thereof, including the obligations of an IFL Participant thereunder.

[REDACTED]
for and on behalf of

[REDACTED]
Date: 29 August 2025.....

As at the date of this signature page, our Interim Facility Commitments in the Interim Facility are as follows and such holdings constitute all such Interim Facility Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest) (US\$)
Interim Facility	[REDACTED]

Creditor signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound by the terms thereof, including the obligations of a Participant thereunder.

- ☒ We confirm that we wish to participate in the New Term Loan Facility and have delivered to the Parent Company an NTL Commitment Letter.
- ☐ We confirm that we do not currently wish to participate in the New Term Loan Facility and our NTL Commitments shall be deemed to be zero.

.....
for and on behalf of

Date: ...29. August 2025....

As at the date of this signature page, our Commitments in the Principal Financing Agreements are as follows and such holdings constitute all such Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest)	Series (if applicable)
RCF		
Term Loan		

IFL Participant signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound by the terms thereof, including the obligations of an IFL Participant thereunder.

.....
for and on behalf of

Date:

As at the date of this signature page, our Interim Facility Commitments in the Interim Facility are as follows and such holdings constitute all such Interim Facility Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest) (US\$)
Interim Facility	

[Signature page to Main Lock-Up Agreement – RCF Creditors / Term Loan Creditors]

Creditor signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound by the terms thereof, including the obligations of a Participant thereunder.

- ☒ We confirm that we wish to participate in the New Term Loan Facility and have delivered to the Parent Company an NTL Commitment Letter.
- ☐ We confirm that we do not currently wish to participate in the New Term Loan Facility and our NTL Commitments shall be deemed to be zero.

.....

for and on behalf of

Date: 29 August 2025.....

As at the date of this signature page, our Commitments in the Principal Financing Agreements are as follows and such holdings constitute all such Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest)	Series (if applicable)
RCF		
Term Loan		

IFL Participant signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound by the terms thereof, including the obligations of an IFL Participant thereunder.

.....

for and on behalf of

Date: 29 August 2025.....

As at the date of this signature page, our Interim Facility Commitments in the Interim Facility are as follows and such holdings constitute all such Interim Facility Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest) (US\$)
Interim Facility	

Creditor signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound by the terms thereof, including the obligations of a Participant thereunder.

- ☒ We confirm that we wish to participate in the New Term Loan Facility and have delivered to the Parent Company an NTL Commitment Letter.
- ☐ We confirm that we do not currently wish to participate in the New Term Loan Facility and our NTL Commitments shall be deemed to be zero.

[Redacted Signature]

..... [Redacted Signature]

for and on behalf of

[Redacted Name]

Date: ...29.August.2025....

As at the date of this signature page, our Commitments in the Principal Financing Agreements are as follows and such holdings constitute all such Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest)	Series (if applicable)
RCF	[Redacted]	
Term Loan		

IFL Participant signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound by the terms thereof, including the obligations of an IFL Participant thereunder.

[Redacted Signature] ...

..... [Redacted Signature]

for and on behalf of

[Redacted Name]

Date: ..29.August.2025....

As at the date of this signature page, our Interim Facility Commitments in the Interim Facility are as follows and such holdings constitute all such Interim Facility Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest) (US\$)
Interim Facility	[Redacted]

Creditor signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound by the terms thereof, including the obligations of a Participant thereunder.

- ☒ We confirm that we wish to participate in the New Term Loan Facility and have delivered to the Parent Company an NTL Commitment Letter.
- ☐ We confirm that we do not currently wish to participate in the New Term Loan Facility and our NTL Commitments shall be deemed to be zero.

[Redacted Signature]

for and on behalf of

Date: ...29 August 2025.....

As at the date of this signature page, our Commitments in the Principal Financing Agreements are as follows and such holdings constitute all such Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest)	Series (if applicable)
RCF	[Redacted]	
Term Loan	[Redacted]	

IFL Participant signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound including the obligations of an IFL Participant thereunder.

[Redacted Signature]

for and on behalf of

Date: ...29 August 2025.....

As at the date of this signature page, our Interim Facility Commitments in the Interim Facility are as follows and such holdings constitute all such Interim Facility Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest) (US\$)
Interim Facility	[Redacted]

Creditor signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound by the terms thereof, including the obligations of a Participant thereunder.

- ☒ We confirm that we wish to participate in the New Term Loan Facility and have delivered to the Parent Company an NTL Commitment Letter.
- ☐ We confirm that we do not currently wish to participate in the New Term Loan Facility and our NTL Commitments shall be deemed to be zero.

By: [REDACTED]

[REDACTED]
.....
(Signature)

Name: [REDACTED]

Title: [REDACTED]

for and on behalf of

[REDACTED]

Date: 29 August 2025

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[Redacted Signature]
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for and on behalf of

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[REDACTED]

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Name: [REDACTED]

Title: Authorized Signatory

for and on behalf of

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Name: 

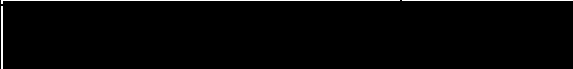
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- ☒ We confirm that we do not currently wish to participate in the New Term Loan Facility and our NTL Commitments shall be deemed to be zero.

[Redacted Signature]

Name: [Redacted]

[Redacted Title]

for and on behalf of

[Redacted Name]

Date: 29 August 2025

As at the date of this signature page, our Commitments in the Principal Financing Agreements are as follows and such holdings constitute all such Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest)	Series (if applicable)
2014 NPA	[Redacted]	

Creditor signature page

We hereby acknowledge, and consent to, the terms of this Lock-up Agreement and agree to be bound by the terms thereof, including the obligations of a Participant thereunder.

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By: [Redacted]

[Redacted Signature]

(Signature)

Name: [Redacted]

Title: [Redacted]

for and on behalf of

[Redacted]

Date: 29 August 2025

As at the date of this signature page, our Commitments in the Principal Financing Agreements are as follows and such holdings constitute all such Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest)	Series (if applicable)
2019 NPA	[Redacted]	

Creditor signature page

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- ☒ We confirm that we do not currently wish to participate in the New Term Loan Facility and our NTL Commitments shall be deemed to be zero.

By: [Redacted]

[Redacted Signature]

Name: [Redacted]

Title: [Redacted]

for and on behalf of

[Redacted]

Date: 29 August 2025

As at the date of this signature page, our Commitments in the Principal Financing Agreements are as follows and such holdings constitute all such Commitments held (legally or beneficially) by us:

Principal Financing Agreement	Commitment (excluding accrued interest)	Series (if applicable)
2019 NPA	[Redacted]	