

DATED

5 SEPTEMBER

2025

## SECURITY AGREEMENT

between

CERTAIN INTRA-GROUP LENDERS  
AS CHARGORS

GLAS TRUST CORPORATION LIMITED  
ACTING AS THE SECURITY AGENT

and

THE INTRA-GROUP BORROWERS  
REGARDING INTRA-GROUP LOANS



ENLIGHTENED THINKING

For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 this Agreement is delivered on 5 SEPTEMBER 2025

## SECURITY AGREEMENT BETWEEN

### PARTIES

- (1) **AFW FINANCE 2 LIMITED**, having its registered address at Booths Park, Chelford Road, Knutsford, Cheshire, United Kingdom, WA16 8QZ (Registered number 09861575)
- (2) **WOOD INTERNATIONAL LIMITED**, having its registered address at Booths Park, Chelford Road, Knutsford, Cheshire, United Kingdom, WA16 8QZ (Registered number 10517856)
- (3) **AMEC FOSTER WHEELER GROUP LIMITED**, having its registered address at Booths Park, Chelford Road, Knutsford, Cheshire, United Kingdom, WA16 8QZ (Registered number 04612748)
- (4) **AMEC FOSTER WHEELER INTERNATIONAL LIMITED**, having its registered address at Booths Park, Chelford Road, Knutsford, Cheshire, United Kingdom, WA16 8QZ (Registered number 03203966)
- (5) **WOOD CHILE LIMITADA**, having its registered address at Avenida Presidente Riesco 5335, piso 8, Las Condes Chile (Registered number 76.938.030-2)
- (6) **WOOD CANADA LIMITED**, having its registered address at 1900, 520 - 3rd Avenue SW, Calgary, AB, T2P 0R3, Canada (Registered number 1260467-1)
- (7) **AMEC FOSTER WHEELER ENERGIA S.L.U.**, having its registered address at Calle Gabriel Garcia Marquez, no 2, Parque Empresarial Madrid, Las Rozas, 28232 Las Rozas, Madrid, Spain (Registered number B83550236)
- (8) **WOOD GROUP NORWAY A.S.**, having its registered address at Fokserødveien 12, 3241 Sandefjord (Registered number 976 802 357)
- (9) **JOHN WOOD GROUP HOLDINGS B.V.**, having its registered address at Zuidplein 126, WTC, Toren One 15e, Amsterdam, 0177XV (Registered number 33288422)
- (10) **AMEC FOSTER WHEELER ASIA PACIFIC PTE LIMITED** having its registered address at One Marina Boulevard #28-00, Singapore, 018989, Singapore (Registered number 200506238H)  
(together, the “**Chargors**” and each a “**Chargor**”);
- (11) **GLAS TRUST CORPORATION LIMITED** for itself and as security trustee and security agent for the Secured Parties (the “**Security Agent**”)

with the consent and acknowledgement of:

- (12) **WOOD INTERNATIONAL LIMITED**, having its registered address at Booths Park, Chelford Road, Knutsford, Cheshire, United Kingdom, WA16 8QZ (Registered number 10517856)
- (13) **AFW FINANCE 2 LIMITED**, having its registered address at Booths Park, Chelford Road, Knutsford, Cheshire, United Kingdom, WA16 8QZ (Registered number 09861575)
- (14) **AMEC FOSTER WHEELER LIMITED**, having its registered address at Booths Park, Chelford Road, Knutsford, Cheshire, United Kingdom, WA16 8QZ (Registered number 01675285)

- (15) **WOOD GROUP HOLDINGS (INTERNATIONAL) LIMITED** (Registered number SC169712) and having its registered office at Sir Ian Wood House, Hareness Road, Altens Industrial Estate, Aberdeen, Scotland, AB12 3LE
- (16) **JOHN WOOD GROUP PLC** (Registered number SC036219) and having its registered office at Sir Ian Wood House, Hareness Road, Altens Industrial Estate, Aberdeen, Scotland, AB12 3LE
- (17) **WOOD GROUP INTERNATIONAL SERVICES PTE LIMITED** (Registered number 201005375M) and having its registered office at 438B, Alexandra Road, #08-07/08, Alexandra Technopark, 119968, Singapore
- (18) **WOOD GROUP INVESTMENTS LIMITED** (Registered number SC301983) and having its registered office at Sir Ian Wood House, Hareness Road, Altens Industrial Estate, Aberdeen, Scotland, AB12 3LE
- (19) **AMEC FOSTER WHEELER GROUP LIMITED**, having its registered address at Booths Park, Chelford Road, Knutsford, Cheshire, United Kingdom, WA16 8QZ (Registered number 04612748)
- (20) **AMEC FOSTER WHEELER ENERGY LIMITED** (Registered number 01361134) and having its registered office at Booths Park, Chelford Road, Knutsford, Cheshire, United Kingdom, WA16 8QZ
- (21) **WOOD GROUP AUSTRALIA PTY LIMITED** (Registered number ACN 101 049 076) and having its registered office at Level 1, 240 St Georges Terrace, Perth, WA 6000, Australia
- (22) **AMEC FOSTER WHEELER INTERNATIONAL LIMITED**, having its registered address at Booths Park, Chelford Road, Knutsford, Cheshire, United Kingdom, WA16 8QZ (Registered number 03203966)
- (23) **WOOD GROUP US HOLDINGS, INC.** (Registered number 6291384) and having its registered office at Brandywine Plaza, 1521 Concord Pike, Suite 201, Wilmington, DE, 19803, United States
- (24) **WOOD CONTRACT SERVICES LLC** (Registered number 6887869) and having its registered office at Brandywine Plaza, 1521 Concord Pike, Suite 201, Wilmington, DE, 19803, United States
- (25) **AMEC FOSTER WHEELER ASIA PACIFIC PTE LIMITED** having its registered address at One Marina Boulevard #28-00, Singapore, 018989, Singapore (Registered number 200506238H)
- (26) **JOHN WOOD GROUP HOLDINGS LIMITED** (Registered number SC642609) and having its registered office at Sir Ian Wood House, Hareness Road, Altens Industrial Estate, Aberdeen, Scotland, AB12 3LE

(together, the “**Intra-Group Borrowers**”)

## **BACKGROUND**

- (A) The board of directors of each Chargor is satisfied that entering into this Agreement would be most likely to promote the success of that Chargor for the benefit of its members as a whole and to the further benefit and advantage of that Chargor.
- (B) The Security Agent holds the benefit of this Agreement for the Secured Parties on the terms of the Finance Documents.
- (C) The Intra-Group Borrowers are a party to this Agreement solely for the purpose of consenting to the security intended to be created by this Agreement and providing acknowledgements and confirmations at Clause 9 of this Agreement.

**IT IS AGREED** as follows:

**1 Definitions and Interpretation**

**1.1 Definitions**

In this Agreement:

**"Administrator"** means an administrator appointed under Schedule B1 to the Insolvency Act.

**"Assignment"** means an "assignment of a claim" under section 1 of the MTA 2023 set out in this Agreement and the terms **"assign"** and **"assigned"** shall be construed accordingly.

**"Assigned Agreements"** means all of each Chargor's right, title, benefit and interest from time to time in and to any Intra-Group Loan Agreements and all Related Rights.

**"Assigned Right"** means any claim, right, benefit or entitlement assigned by each Chargor under, or pursuant to the terms of, this Agreement.

**"CA 2006"** means the Companies Act 2006.

**"Counterparty"** means:

- (a) any party to an Assigned Agreement (other than the Chargors); or
- (b) any other "debtor" as regards any Assigned Right (as the term "debtor" is defined in section 41(1) of the MTA 2023).

**"Declared Default"** means a continuing Event of Default in respect of which the Agent has served a notice or exercised any of its rights under the acceleration provisions of the Interim Facility Agreement.

**"Delegate"** means any delegate or sub-delegate, agent, attorney or co-trustee appointed by the Security Agent.

**"Financial Collateral Regulations"** means the Financial Collateral Arrangements (No 2) Regulations 2003 SI 2003/3226.

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

**"Insolvency Act"** means the Insolvency Act 1986.

**"Interim Facility Agreement"** means the interim facility agreement dated on or around the date of this Agreement between, among others, the Borrower, the Company, the Guarantors and the Lenders named in that agreement, the Agent and the Security Agent.

**"Intra-Group Lender"** means a Chargor.



**"Intra-Group Lending"** means all present and future loans, credit or other financial arrangements (whether documented or undocumented) made available by each Intra-Group Lender to another member of the Group.

**"Intra-Group Loan Agreement"** means a loan agreement in respect of liabilities in connection with any Intra-Group Lending which is governed by Scots law.

**"Intra-Group Receivables"** means all of each Chargor's right, title and interest from time to time in and to all rights to receive money pursuant to Intra-Group Lending and all Related Rights.

**"Majority Lenders"** has the meaning given to that term in the Interim Facility Agreement.

**"MTA 2023"** means the Moveable Transactions (Scotland) Act 2023 and the Moveable Transactions (Scotland) Act 2023 (Financial Collateral Arrangements and Financial Instruments) (Consequential Provisions and Modifications) Order 2025.

**"Norwegian Companies Act"** means the Norwegian Private Limited Liability Companies Act of 13 June 1997 no. 44 (Nw.: *aksjeloven*).

**"Norwegian Chargor"** means a Chargor incorporated in Norway.

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

**"Party"** means a party to this Agreement.

**"Quasi-Security"** means a transaction under which any member of the Group will:

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by any other member of the Group;
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
- (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Borrowings or of financing the acquisition of an asset.

**"Receivables"** means, in relation to each Chargor, all its right, title and interest from time to time in and to all book and other debts of any nature, all other rights to receive money in respect of the Intra-Group Receivables and all Related Rights.

**"Related Rights"** means, in relation to a Security Asset:

- a) any proceeds of sale, transfer or other disposal or agreement for sale, transfer or other disposal, of that Security Asset;

- b) any moneys or proceeds paid or payable deriving from that Security Asset;
- c) any rights, claims, guarantees, indemnities, Security or covenants for title in relation to that Security Asset;
- d) any awards, decrees or judgments in favour of a Chargor in relation to that Security Asset; and
- e) any other assets deriving from, or relating to, that Security Asset.

**"Schedule"** means the schedule annexed as relative to this Agreement.

**"Secured Obligations"** means has the meaning given to the term "Secured Liabilities" under the Interim Facility Agreement.

**"Secured Party"** has the meaning given to that term under the Interim Facility Agreement.

**"Security Assets"** means the assets which from time to time are, or are expressed to be, the subject of the Security Interests or any part of those assets.

**"Security Interests"** means all or any of the Security created or expressed to be created in favour of the Security Agent by or pursuant to this Agreement.

**"Security Principles"** has the meaning given to that term Agreed Security Principles under the Interim Facility Agreement.

**"Spanish Chargor"** means a Chargor incorporated in Spain.

**"Spanish Companies Act"** means Spanish Royal Legislative Decree 1/2010, of 2 July, approving the Spanish Capital Companies Act (*Ley de Sociedades de Capital*), as amended from time to time.

**"Third Parties Act"** means the Contract (Third Party Rights) (Scotland) Act 2017.

## 1.2 Incorporation of defined terms

Unless a contrary indication appears, terms defined in the Interim Facility Agreement have the same meaning in this Agreement.

## 1.3 Construction

1.3.1 The provisions of Clause **Error! Reference source not found.** (*Construction*) of the Interim Facility Agreement are hereby incorporated into this Agreement and apply to this Agreement as though they were set out in full in this Agreement except that references to the Interim Facility Agreement will be construed as references to this Agreement.

1.3.2 If the Security Agent considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or

administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Agreement.

1.3.3 Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

#### 1.4 **Financial Assistance**

Notwithstanding any other provision of this Agreement or any other Finance Document, the security granted by each Chargor pursuant to this Agreement, and any guarantee, indemnity or other obligation contained herein, shall not extend to any liability to the extent that it would result in such security, guarantee, indemnity or other obligation constituting unlawful financial assistance within the meaning of sections 678 or 679 of the CA 2006 or any equivalent provision of any applicable law.

#### 1.5 **Spanish guarantee limitation**

Notwithstanding the foregoing and any other provisions of this Agreement, the obligations and liabilities of any Spanish Chargor under this Agreement, shall be deemed not to be assumed by such Spanish Chargor to the extent that they constitute or may constitute unlawful financial assistance within the meaning of article 150 of the Spanish Companies Act (where the company is a Spanish public company (*Sociedad Anónima*)) or article 143 of the Spanish Companies Act (where the company is a Spanish limited liability company (*Sociedad de Responsabilidad Limitada*)). Accordingly, the obligations and liabilities of any Spanish Chargor under this Agreement or any of the other Finance Documents shall not include and shall not be extended to any repayment obligations in respect of financing used in or towards payment of or refinance of the purchase price or subscription for the shares or quotas in the Spanish Chargor and/or the acquisition of or subscription for the shares or quotas in its controlling corporation directly or indirectly (or, where the company is a Spanish limited liability company (*Sociedad de Responsabilidad Limitada*), of any company of its group). The obligations of any Spanish Chargor incorporated as a Spanish limited liability company (*Sociedad de Responsabilidad Limitada*) expressed to be assumed by it under this Agreement of any Spanish Chargor shall not include and shall not extend to any obligations which could reasonably be expected to result in a breach of article 401 of the Spanish Companies Act.

#### 1.6 **Norwegian limitation language**

Notwithstanding anything to the contrary contained herein, the obligations and liabilities of any Norwegian Chargor, shall be limited if (and only if) required by the provisions of the Norwegian Companies Act regulating distribution of assets (sections 8-7 and/or 8-10 of the Norwegian Companies Act (or their equivalents from time to time)), prohibited loans, guarantees and security and financial assistance, and it is understood that the obligations and liabilities of any Norwegian Chargor shall only apply to the extent permitted by the above mentioned provisions of the Norwegian Companies Act.

#### 1.7 **Interim Facility Agreement**

In the event of any inconsistency between this Agreement and the Interim Facility Agreement, the Interim Facility Agreement shall prevail.

## **2 Undertaking to Pay**

- 2.1 Each Chargor hereby undertakes to pay to the Security Agent (for itself and for the Secured Parties) each of the Secured Obligations when due in accordance with its terms.
- 2.2 Any demand for payment made by any Secured Party shall be valid and effective even if it contains no statement of the relevant Secured Obligations or an inaccurate or incomplete statement of them.

## **3 Creation of Security**

- 3.1 Each Assignment is made with warrandice that:
  - 3.1.1 the applicable Chargor is entitled to assign the Assigned Rights;
  - 3.1.2 each person against whom a claim may be enforced is obliged to, or (when performance becomes due) will be obliged, to perform in full to the applicable Chargor; and
  - 3.1.3 other than where expressly permitted pursuant to this Agreement, the applicable Chargor has done nothing, and will do nothing, to prejudice the Assignations at Clause 4 (*Fixed Security*).
- 3.2 Each Assignment at Clause 4 (*Fixed Security*) effects an immediate assignment, conveyance and transfer of the relevant Assigned Rights as such Assigned Rights arise.
- 3.3 Each security interest granted at or pursuant to Clause 4 (*Fixed Security*) is separate and distinct.
- 3.4 No obligation will be assumed by the Security Agent in respect of the Assigned Rights as a result of the execution and delivery of this Agreement and no liability will be incurred by the Security Agent as a result of any failure by the Security Agent to comply with all or any of its obligations in relation to the Assigned Rights.
- 3.5 The Security Agent holds the benefit of this Agreement and each Security granted or created hereunder on trust for the Secured Parties under the terms of the Interim Facility Agreement.

## **4 Fixed Security**

### **4.1 Assigned Agreements**

Each Chargor as a continuing security for the payment and discharge of the Secured Obligations hereby assigns to the Security Agent its entire right, title, benefit and interest (present and future) in and to the Assigned Agreements.

#### 4.2 **Receivables**

Each Chargor as a continuing security for the payment and discharge of the Secured Obligations hereby assigns to the Security Agent all its entire right, title, benefit and interest (present and future) in and to Receivables.

### 5 **Receivables**

5.1 Subject to any restrictions set out in the Finance Documents, at any time prior to the occurrence of an Event of Default which is continuing each Chargor shall be entitled to retain any payments received by it in respect of any of the Receivables and any other payment received by it in respect of the Assigned Agreements.

5.2 At any time while an Event of Default is continuing each Chargor shall hold any payments received by it in respect of any of the Receivables, and any other payment received by it in respect of the Assigned Agreements, on trust for the Secured Parties and, if so requested by the Security Agent, transfer or pay the same immediately to the Security Agent or as it may direct.

### 6 **Negative pledge and ranking**

6.1 No Chargor shall create or permit to subsist any Security or Quasi-Security over any Security Asset, except as permitted by the Interim Facility Agreement.

6.2 The Chargor must not enter into any single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, transfer, lease or otherwise dispose of all or any part of the Assigned Rights (other than by way of accepting repayment or payment of any of the Receivables) except as permitted by the Interim Facility Agreement.

### 7 **Registration of security**

7.1 Each Chargor consents to the registration of this Agreement and all required particulars and documents:

7.1.1 at Companies House under the CA 2006, as applicable; and

7.1.2 any local law registrations requirements;

7.1.3 at the Registers of Scotland in the Register of Assignations in respect of each Assignment.

### 8 **Assigned Agreements**

8.1 Each Chargor shall promptly upon request by the Security Agent deliver to it, and the Security Agent shall be entitled to hold, executed copies of each Assigned Agreement to which it is a party and shall promptly deliver such other documents relating to the Assigned Agreements as the Security Agent requires.

- 8.2 Each applicable Chargor shall within five Business Days of any Assigned Agreement being entered into after the date of this Agreement give notice of the assignment in Clause **Error! Reference source not found.**, substantially in the form set out in the Schedule (or in such other form as is acceptable to the Security Agent) and shall use its reasonable endeavours to ensure that each recipient of any notice promptly signs and returns the relevant form of acknowledgement.
- 8.3 The Chargor shall remain liable to perform all its obligations under each Assigned Agreement to which it is a party. Neither the Security Agent nor any Delegate shall be under any obligation or liability to the Chargor or any other person under or in respect of any Assigned Agreement.

## **9 Consent and Intimation**

- 9.1 The Security Agent and each Chargor hereby gives notice to each Intra-Group Borrower that each Chargor has assigned to the Security Agent by way of security all its right, title and interest from time to time in and to the Assigned Agreements and the Receivables pursuant to the terms of this Agreement.
- 9.2 Each Intra-Group Borrower, by its execution of this Agreement, hereby:
- 9.2.1 consents to the assignments constituted pursuant to this Agreement;
  - 9.2.2 acknowledges that, until it receives written instructions from the Security Agent to the contrary, all moneys payable by it to any of the Chargors in respect of the Assigned Agreements and the Receivables shall continue to be paid to the account notified to the relevant Intra-Group Borrower by the applicable Chargor;
  - 9.2.3 confirms that it has not received any other notice of any assignment of an Assigned Agreement or the Receivables;
  - 9.2.4 agrees not to claim or exercise any set-off or counterclaim in respect of any Assigned Agreement or the Receivables; and
  - 9.2.5 undertakes to comply with the written instructions from the Security Agent in respect of the Assigned Agreement and the Receivables.

## **10 General undertakings**

- 10.1 Each Chargor shall supply to the Security Agent promptly such information regarding its financial condition, business and operations, its Security Assets and its compliance with this Agreement as the Security Agent may reasonably request.
- 10.2 Each Chargor shall not do, nor permit to be done, anything with the intention of prejudicing the Security Interests.

## **11 Representations and warranties**

Each Chargor makes the representations and warranties set out in clause 17 (*Representations*) of the Interim Facility Agreement to the Security Agent on the date of this Agreement.

## **12 When Security Becomes Enforceable**

### **12.1 When enforceable**

The Security created by this Agreement shall become immediately enforceable on or at any time after the occurrence of a Declared Default which is continuing.

### **12.2 Enforcement Action**

At any time after the Security Interests have become enforceable under this Clause 12 (*When Security Becomes Enforceable*), the Security Agent may, subject to the other provisions of this Agreement in its absolute discretion enforce all or any part of the Security Interests in any manner it sees fit or as directed by the Majority Lenders.

## **13 Enforcement**

### **13.1 Possession**

If the Security Agent or any Delegate takes possession of the Security Assets, it may at any time relinquish possession. Neither the Security Agent nor any Delegate shall be liable, by reason of viewing or repairing any of the present or future assets of a Chargor that it takes possession of under this Agreement or otherwise acting, as mortgagee or assignee in possession.

### **13.2 Costs, acts and omissions**

Neither the Security Agent nor any Delegate shall, either by reason of taking possession of the Security Assets under this Agreement or for any other reason and whether as mortgagee or assignee in possession or otherwise, be liable for:

13.2.1 any costs, losses, liabilities or expenses relating to the realisation of any Security Assets;  
or

13.2.2 any act or omission of the Security Agent, any Delegate or their respective officers, employees or agents in relation to the Security Assets or in connection with the Finance Documents, unless directly caused by its gross negligence or wilful misconduct.

### **13.3 Assigned Rights**

After the Security created by or pursuant to this Agreement has become enforceable, the Security Agent may, in its absolute discretion and without notice to any Chargor or any other person, either in

its own name or in the name of the relevant Chargor, exercise all and/or any rights and powers in relation to all or any of the Assigned Rights which could be exercised by the absolute owner thereof, including (without limitation):

- 13.3.1 the power to sell, call in, collect, convert into money or otherwise dispose of all or any of the Assigned Rights with full power to sell any of the same either together or in parcels and either by public auction or private sale and for such consideration (whether in cash, securities or other assets and whether deferred or not) as the Security Agent may think fit and with full power to buy in or rescind or vary any contract of sale of all or any of the Assigned Rights and to resell the same without being responsible for any loss which may be occasioned thereby and for the purposes aforesaid or any of them to execute and do all such assurances and things as it shall think fit;
- 13.3.2 the power to receive all or any money payable in respect of or in connection with all or any of the Assigned Rights;
- 13.3.3 to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Assigned Rights;
- 13.3.4 the power to negotiate, compromise and/or agree any dispute arising out of all or any of the Assigned Rights; and
- 13.3.5 to do all such other acts and things it may consider necessary or expedient for the realisation of the Assigned Rights or incidental to the exercise of any of Assigned Rights and to concur in the doing of anything which the relevant Chargor has the right to do and to do any such thing jointly with any other person.

#### 13.4 **Protection of third parties**

No purchaser or other person dealing with the Security Agent or its agents shall be concerned to enquire:

- 13.4.1 whether the powers conferred on the Security Agent or its agents have arisen;
- 13.4.2 whether the powers conferred on the Security Agent or its agents have become exercisable;
- 13.4.3 whether any consents, regulations, restrictions or directions relating to such powers have been obtained or complied with;
- 13.4.4 whether the Security Agent or its agents is acting within such powers;



- 13.4.5 whether any money remains due under the Finance Documents and the receipt in writing of the Security Agent or its agents shall be sufficient discharge to that purchaser or other person;
- 13.4.6 as to the propriety or validity of acts purporting or intended to be in exercise of any such powers; or
- 13.4.7 as to the application of any money paid to the Security Agent or its agents.

### 13.5 **Redemption of prior security**

At any time after the Security created by or pursuant to this Agreement has become enforceable, the Security Agent may redeem any Security (whether or not having priority to this Agreement) over all or any part of the Security Assets and to settle the accounts of any person with an interest in all or any part of the Security Assets.

### 13.6 **Financial collateral**

13.6.1 To the extent that the Security Assets constitute "financial collateral" and this Agreement and the obligations of a Chargor under this Agreement constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Regulations), the Security Agent will have the right at any time after this Agreement has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.

13.6.2 If the Security Agent is required to value any financial collateral for the purpose of Clause 13.6.1 above, the value shall be:

13.6.2.1 in the case of cash, its face value at the time of appropriation; and

13.6.2.2 in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent by reference to a public index or other applicable generally recognised source or such other process as the Security Agent may select, including a valuation carried out by an independent investment bank, firm of accountants or other valuers appointed by the Security Agent and, in any event, attributed in a commercially reasonable manner,

as converted, where necessary, into the currency in which the Secured Obligations are denominated at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent. The Parties agree that the methods of valuation set out in this Clause 13.6.2 are commercially reasonable for the purpose of the Financial Collateral Regulations.

- 13.7 Neither the occurrence of a Declared Default which is continuing as referred to in Clause 12.1 (*When Security becomes Enforceable*) nor anything in this Clause 13 (*Enforcement*) shall be construed as a condition to the transfer of the Assigned Rights to the Security Agent pursuant to the Assignations at Clause 4 (*Fixed Security*).

#### **14 Application of Enforcement Proceeds**

- 14.1 All amounts from time to time received or recovered by the Security Agent pursuant to the terms of this Agreement or in connection with the realisation or enforcement of all or any part of the Security Interests shall be held by the Security Agent on trust to apply them at any time as the Security Agent (in its discretion) sees fit, to the extent permitted by applicable law, in the order of priority provided for in clause 26.1 (*Order of application*) of the Interim Facility Agreement.

#### **15 Delegation**

- 15.1 Following an Event of Default that is continuing and subject to the terms of the Interim Facility Agreement, the Security Agent may delegate in any manner to any person any rights exercisable by the Security Agent under any Finance Document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Security Agent reasonably thinks fit and, subject to any confidentiality provisions in the Interim Facility Agreement, the Security Agent may pass confidential information to any such delegate.

#### **16 Expenses**

- 16.1 Each Chargor shall, within five Business Days of demand, pay to the Security Agent the amount of all costs, losses, liabilities and expenses (including legal fees) reasonably incurred by the Security Agent in relation to any Finance Document (including the administration, protection, realisation, enforcement or preservation of any rights under or in connection with this Agreement, or any consideration by the Security Agent as to whether to realise or enforce the same, and/or any amendment, waiver, consent or release of any Finance Document and/or any other document referred to in this Agreement).
- 16.2 Clause 12.7 (*VAT*) of the Interim Facility Agreement shall apply as if it were set out in full in this Agreement, save that references in that clause to "Finance Party" shall be treated in this Agreement as being to "Secured Party".

#### **17 Indemnity**

- 17.1 Each Chargor shall, within three Business Days of demand, indemnify the Security Agent against any cost, loss, liability or expense incurred by it or them as a result of:
- 17.1.1 any breach by such Chargor of this Agreement; or

- 17.1.2 the exercise or purported exercise of any of the rights, powers, discretions, authorities and remedies conferred on it or them by this Agreement or otherwise relating to the Security Assets.

## **18 Further Assurance**

- 18.1 Subject to the terms of this Agreement and the Security Principles, each Chargor shall promptly do all such acts or execute all such documents (including assignments, assignations, transfers, mortgages, charges, pledges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):
- (i) to perfect the Security created or intended to be created under or evidenced by this Agreement (which may include the execution of a mortgage, charge, assignment, assignation or other Security over all or any of the assets which are, or are intended to be, the subject of the Security Interests) or for the exercise of any rights, powers and remedies of the Security Agent or the Secured Parties provided by or pursuant to the Finance Documents or by law; and/or
  - (ii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security Interests.
- 18.2 Subject to the terms of this Agreement and the Security Principles, each Chargor shall take all such action as is available to it (including making and assisting with all filings, applications and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this Agreement.
- 18.3 Each Chargor must, at its own expense, take whatever action the Security Agent may require for:
- 18.3.1 complying with the Security Agent's obligations to respond to requests for information under section 36 and/or section 107 of the MTA 2023 (and each Chargor hereby consents to the disclosure by the Security Agent of all such information to any entitled person); or
  - 18.3.2 responding to requests for information, documents and evidence from or on behalf of a debtor (as the term "debtor" is defined in section 41(1) of the MTA 2023) as a result of the operation of section 15 of the MTA 2023 (and each Chargor hereby consents to the disclosure by the Security Agent of all such information, documents and evidence to any Counterparty or relevant account bank, as the case may be).

## **19 Mandate and Attorney**

### **19.1 Appointment**

Each Chargor by way of security irrevocably appoints the Security Agent and each Delegate severally to be its attorney (with full power of substitution), on its behalf and in its name or otherwise, at any time after the occurrence of an Event of Default that is continuing and in such manner as the attorney thinks fit:

- 19.1.1 to do anything which that Chargor is obliged to do under this Agreement or any Finance Document to which it is party but has failed to do (including to do all such acts or execute all such documents, assignments, transfers, mortgages, charges, notices, instructions, filings and registrations as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))); and
- 19.1.2 to exercise any of the rights conferred on the Security Agent or any Delegate in relation to the Security Assets under this Agreement or any other Finance Document or under any applicable law.

19.2 Ratification

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Clause 19.1 (*Appointment*).

**20 Miscellaneous**

20.1 **Continuing Security**

Subject to Clause 21 (*Discharge of Security*), the Security Interests created by or pursuant to this Agreement is a continuing security and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part.

20.2 **Reinstatement**

If any discharge, release or arrangement (whether in respect of the obligations of a Chargor or any Obligor or any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation or otherwise, without limitation, then the liability of a Chargor and any Obligor and the Security Interests will continue or be reinstated as if the discharge, release or arrangement had not occurred.

20.3 **Waiver of defences**

Neither the obligations of a Chargor under this Agreement nor the Security Interests will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under any Finance Document or any of the Security Interests (without limitation and whether or not known to it or any Secured Party) including:

- 20.3.1 any time, waiver or consent granted to, or composition with, a Chargor, Obligor or other person;

- 20.3.2 the release of a Chargor, any Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- 20.3.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, a Chargor, Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- 20.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Chargor, Obligor or any other person;
- 20.3.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- 20.3.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- 20.3.7 any insolvency or similar proceedings.

#### 20.4 **Chargor intent**

Without prejudice to the generality of Clause 20.3 (*Waiver of defences*), the Chargors expressly confirm that they intends that the Security Interests shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

#### 20.5 **Immediate recourse**

The Chargors waive any right they may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from a Chargor under this Agreement. This waiver applies irrespective of any law or any provision of this Agreement or any other Finance Document to the contrary.

## 20.6 Appropriations

Until all amounts which may be or become payable by the Obligors or the Chargors under or in connection with the Finance Documents have been irrevocably paid in full and all facilities which might give rise to Secured Obligations have terminated, each Secured Party (or any trustee or agent on its behalf) may:

- 20.6.1 refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargors shall be entitled to the benefit of the same; and
- 20.6.2 hold in an interest-bearing suspense account any moneys received from a Chargor or on account of a Chargor's liability under this Agreement.

## 20.7 Deferral of Chargors' rights

Until all amounts which may be or become payable by the Obligors or the Chargors under or in connection with the Finance Documents have been irrevocably paid in full and all facilities which might give rise to Secured Obligations have terminated and unless the Security Agent otherwise directs, the Chargors will not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Agreement of any other the Finance Documents:

- 20.7.1 to be indemnified by a Chargor or an Obligor;
- 20.7.2 to claim any contribution from any other Chargor or guarantor of any Obligor's obligations under the Finance Documents;
- 20.7.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
- 20.7.4 to bring legal or other proceedings for an order requiring any Obligor or a Chargor to make any payment, or perform any obligation, in respect of which the Obligor or a Chargor had given a guarantee, undertaking or indemnity;
- 20.7.5 to exercise any right of set-off against any Obligor or a Chargor; and/or
- 20.7.6 to claim or prove as a creditor of any Obligor or a Chargor in competition with any Secured Party.

If a Chargor receives any benefit, payment or distribution in relation to such rights it shall, except as otherwise provided for in this Agreement, hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Obligors or the other Chargors under or in connection with the Finance Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 14 (*Application of Enforcement Proceeds*).

#### 20.8 **Additional security**

The Security Interests are in addition to and are not in any way prejudiced by any other guarantee or security now or subsequently held by any Secured Party.

#### 20.9 **Payments**

Except as otherwise provided for in this Agreement, all payments by a Chargor under this Agreement shall be made to such account, with such financial institution and in such other manner as the Security Agent may direct.

#### 20.10 **Continuation of accounts**

20.10.1 At any time after a Secured Party has received or is deemed to have received notice of any subsequent Security affecting all or any part of the Security Assets of a Chargor, that Secured Party may open a new account in the name of that Chargor (whether or not it permits any existing account to continue).

20.10.2 If that Secured Party does not open such a new account, it shall be treated as if it had done so when the relevant notice was received or deemed to have been received and as from that time all payments made by or on behalf of that Chargor to that Secured Party shall be credited or be treated as having been credited to the relevant new account and not as having been applied in reduction of the Secured Obligations as at the time the relevant notice was received or deemed to have been received.

#### 20.11 **Contingencies**

If all or any part of the Security Interests are enforced at a time when no amount is due under the Finance Documents but any such amount may or will become due, the Security Agent may pay the proceeds of any recoveries effected by it into a suspense account.

### 21 **Discharge of Security**

21.1 Subject to Clause 21.3, if the Security Agent is satisfied that all amounts which may be or become payable by the Obligors or the Chargors under or in connection with the Finance Documents have been irrevocably paid in full and that all facilities which might give rise to Secured Obligations have

terminated, the Security Agent shall at the request and cost of the Chargors promptly take any action, including preparing and delivering all documents and instruments (including any termination or release letter or deed) and performing all acts or deeds (including returning title documents, share certificates, related share transfer forms and any other document belonging to the Chargors) which are, in each case, necessary to release, reassign and/or discharge (as appropriate) the Security Assets from the Security Interests, without recourse to, or any representation or warranty by, the Security Agent or any of its nominees.

- 21.2 Subject to clause 20.4(*Disposals*) of the Interim Facility Agreement, the Security Agent shall at the request and cost of the Chargors (and without any consent, sanction, authority or further confirmation from any other Secured Party) promptly take any action, including preparing and delivering all documents and instruments (including any termination or release letter or deed) and performing all acts or deeds (including returning title documents, share certificates, related share transfer forms and any other document belonging to the Chargors) which are, in each case, necessary to release, reassign and/or discharge (as appropriate) any Security Asset from the Security Interests.
- 21.3 If the Security Agent (acting reasonably) considers that any amount paid or credited to any Secured Party under any Finance Document is capable of being avoided or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured Obligations have been irrevocably paid.

## **22 Third Party Rights**

- 22.1 Unless expressly provided to the contrary in a Finance Document a person who is not a Party has no right under the Third Parties Act or otherwise to enforce or enjoy the benefit of any term of any Finance Document.
- 22.2 Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary any Finance Document at any time.
- 22.3 Any Delegate may, subject to this Clause 22 and the Third Parties Act, rely on any Clause of this Agreement which expressly confers rights on it.

## **23 Remedies, Waivers and Determinations**

- 23.1 No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right or remedy under any Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents. No waiver or election to affirm any of the Finance Documents on the part of any Secured Party shall be effective unless in writing. 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. The rights and remedies provided in the Finance Documents are cumulative and not exclusive of any rights or remedies provided by law, including the right to appoint an Administrator under the Insolvency Act.



- 23.2 Any certification or determination by the Security Agent of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

## **24 Partial Invalidity**

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

## **25 Notices**

Any communication to be made under or in connection with this Agreement shall, subject to the provisions of the MTA 2023 in relation to notices, be made in Clause 32 (*Notices*) of the Interim Facility Agreement.

## **26 Counterparts**

- 26.1 Where executed in counterparts:

26.1.1 this Agreement shall not take effect until all of the counterparts have been delivered; and

26.1.2 delivery will take place when the date of delivery is agreed between the Parties after execution of this Agreement as evidenced by the date inserted at the start of this Agreement.

- 26.2 Each Chargor and each Intra-Group Borrower hereby authorises the Security Agent or its agent or its nominee to insert the date of delivery of this Agreement at the start of this Agreement.

## **27 Governing Law and Jurisdiction**

- 27.1 This Agreement and any non-contractual obligations arising out of or in connection with it are governed by Scots law.

- 27.2 The Scottish courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) (a "**Dispute**").

- 27.3 The Parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no party to this Agreement will argue to the contrary.

27.4 Notwithstanding Clause 27.2 and 27.3, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

**IN WITNESS WHEREOF** these presents consisting of this and the preceding 20 pages and the Schedule are executed as follows, and, if executed in counterpart in terms of the Legal Writings (Counterpart and Delivery) (Scotland) Act 2015, are delivered for the purposes of that Act on the date set out on page 1 of this Agreement:

#### CHARGORS

SUBSCRIBED for and on behalf of  
AFW FINANCE 2 LIMITED  
acting by

signature

signature

full name of above (print)

full name of above (print)

28 August 2025  
date of signing

place of signing

SUBSCRIBED for and on behalf of  
WOOD INTERNATIONAL LIMITED  
acting by an appointed attorney pursuant to a Power  
of Attorney

signature of attorney

full name of above (print)

date of signing

place of signing

27.4 Notwithstanding Clause 27.2 and 27.3, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

**IN WITNESS WHEREOF** these presents consisting of this and the preceding 20 pages and the Schedule are executed as follows, and, if executed in counterpart in terms of the Legal Writings (Counterpart and Delivery) (Scotland) Act 2015, are delivered for the purposes of that Act on the date set out on page 1 of this Agreement:

**CHARGORS**

**SUBSCRIBED** for and on behalf of  
**AFW FINANCE 2 LIMITED**  
acting by

..... signature director	..... signature company secretary
..... full name of above (print)	..... full name of above (print)

.....  
date of signing

.....  
place of signing

**SUBSCRIBED** for and on behalf of  
**WOOD INTERNATIONAL LIMITED**  
acting by an appointed attorney pursuant to a Power of Attorney

.....  
signature of attorney

.....  
full name of above (print)

05 September 2025  
.....  
date of signing

.....  
place of signing

SUBSCRIBED for and on behalf of  
AMEC FOSTER WHEELER GROUP LIMITED  
acting by

signature

full name of above (print)

signature

full name of above (print)

28 AUGUST 2025

date of signing

place of signing

SUBSCRIBED for and on behalf of  
AMEC FOSTER WHEELER INTERNATIONAL  
LIMITED

acting by an appointed attorney pursuant to a Power  
of Attorney

signature of attorney

full name of above (print)

date of signing

place of signing

**SUBSCRIBED** for and on behalf of  
**AMEC FOSTER WHEELER GROUP LIMITED**  
acting by

.....  
signature director signature company secretary

.....  
full name of above (print) full name of above (print)

.....  
date of signing

.....  
place of signing

**SUBSCRIBED** for and on behalf of  
**AMEC FOSTER WHEELER INTERNATIONAL LIMITED**  
acting by an appointed attorney pursuant to a Power of Attorney

 .....

signature of attorney

 .....

full name of above (print)

05 September 2025  
.....

date of signing

 .....

place of signing

**SUBSCRIBED** for and on behalf of  
**WOOD CHILE LIMITADA**  
acting by an appointed attorney pursuant to a Power  
of Attorney

[Redacted Signature]

signature of attorney

[Redacted Name]

full name of above (print)

05 September 2025

date of signing

[Redacted Place]

place of signing

**SUBSCRIBED** for and on behalf of  
**WOOD CANADA LIMITED**  
acting by an appointed attorney pursuant to a Power  
of Attorney

[Redacted Signature]

signature of attorney

[Redacted Name]

full name of above (print)

05 September 2025

date of signing

[Redacted Place]

place of signing

**SUBSCRIBED** for and on behalf of  
**AMEC FOSTER WHEELER ENERGIA S.L.U.**  
acting by an appointed attorney pursuant to a Power  
of Attorney

[Redacted signature]

signature of attorney

[Redacted name]

full name of above (print)

05 September 2025

date of signing

[Redacted location]

place of signing

**SUBSCRIBED** for and on behalf of  
**WOOD GROUP NORWAY A.S.**  
acting by an appointed attorney pursuant to a Power  
of Attorney

[Redacted signature]

signature of attorney

[Redacted name]

full name of above (print)

05 September 2025

date of signing

[Redacted location]

place of signing

**SUBSCRIBED** for and on behalf of  
**JOHN WOOD GROUP HOLDINGS B.V.**  
acting by an appointed attorney pursuant to a Power  
of Attorney

[Redacted signature]

signature of attorney

[Redacted name]

full name of above (print)

05 September 2025

date of signing

[Redacted location]

place of signing

**SUBSCRIBED** for and on behalf of  
**AMEC FOSTER WHEELER ASIA PACIFIC PTE  
LIMITED**  
acting by an appointed attorney pursuant to a Power  
of Attorney

[Redacted signature]

signature of attorney

[Redacted name]

full name of above (print)

05 September 2025

date of signing

[Redacted location]

place of signing



INTRA-GROUP BORROWERS

SUBSCRIBED for and on behalf of  
WOOD INTERNATIONAL LIMITED  
acting by an appointed attorney pursuant to a Power  
of Attorney

[Redacted signature]

signature of attorney

[Redacted name]

full name of above (print)

05 September 2025

date of signing

[Redacted place]

place of signing

SUBSCRIBED for and on behalf of  
AFW FINANCE 2 LIMITED  
acting by

signature director

signature company secretary

full name of above (print)

full name of above (print)

date of signing

place of signing

## INTRA-GROUP BORROWERS

SUBSCRIBED for and on behalf of  
**WOOD INTERNATIONAL LIMITED**  
 acting by an appointed attorney pursuant to a Power  
 of Attorney

.....  
 signature of attorney

.....  
 full name of above (print)

.....  
 date of signing

.....  
 place of signing

SUBSCRIBED for and on behalf of  
**AFW FINANCE 2 LIMITED**  
 acting by

.....  
 signature

.....  
 full name of above (print)

.....  
 signature

.....  
 full name of above (print)

28 AUGUST 2025  
 .....  
 date of signing

.....  
 place of signing

SUBSCRIBED for and on behalf of  
AMEC FOSTER WHEELER LIMITED  
acting by

signature

full name of above (print)

28 AUGUST 2025

date of signing

place of signing

signature

full name of above (print)

SUBSCRIBED for and on behalf of  
WOOD GROUP HOLDINGS  
(INTERNATIONAL) LIMITED  
acting by

signature

full name of above (print)

28 AUGUST 2025

date of signing

place of signing

signature

full name of above (print)

**SUBSCRIBED**    for    and    on    behalf    of  
**JOHN        WOOD        GROUP        PLC**  
acting by an appointed attorney pursuant to a Power  
of Attorney

.....

signature of attorney

.....

full name of above (print)

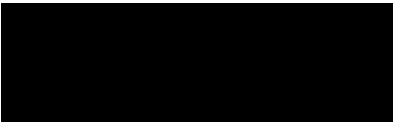
05 September 2025  
.....

date of signing

.....

place of signing

**SUBSCRIBED**    for    and    on    behalf    of  
**WOOD GROUP INTERNATIONAL SERVICES PTE  
LIMITED**  
acting by an appointed attorney pursuant to a Power  
of Attorney

.....

signature of attorney

.....

full name of above (print)

05 September 2025  
.....

date of signing

.....

place of signing

SUBSCRIBED for and on behalf of  
WOOD GROUP INVESTMENTS LIMITED  
acting by

signature

full name of above (print)

28 August 2025

date of signing

place of signing

signature

full name of above (print)

SUBSCRIBED for and on behalf of  
AMEC FOSTER WHEELER GROUP LIMITED  
acting by

signature

full name of above (print)

28 August 2025

date of signing

place of signing

signature

full name of above (print)

**SUBSCRIBED**    for    and    on    behalf    of  
**AMEC FOSTER WHEELER ENERGY LIMITED**  
acting by an appointed attorney pursuant to a Power  
of Attorney

[Redacted Signature]

signature of attorney

[Redacted Name]

full name of above (print)

05 September 2025

date of signing

[Redacted Location]

place of signing

**SUBSCRIBED**    for    and    on    behalf    of  
**WOOD GROUP AUSTRALIA PTY LIMITED** acting  
by an appointed attorney pursuant to a Power of  
Attorney

[Redacted Signature]

signature of attorney

[Redacted Name]

full name of above (print)

05 September 2025

date of signing

[Redacted Location]

place of signing

**SUBSCRIBED** for and on behalf of  
**AMEC FOSTER WHEELER INTERNATIONAL LIMITED**

acting by an appointed attorney pursuant to a Power of Attorney

[Redacted Signature]

signature of attorney

[Redacted Name]

full name of above (print)

05 September 2025

date of signing

[Redacted Location]

place of signing

**SUBSCRIBED** for and on behalf of  
**WOOD GROUP US HOLDINGS, INC.**

acting by an appointed attorney pursuant to a Power of Attorney

[Redacted Signature]

signature of attorney

[Redacted Name]

full name of above (print)

05 September 2025

date of signing

[Redacted Location]

place of signing

**SUBSCRIBED** for and on behalf of  
**WOOD CONTRACT SERVICES LLC**  
acting by an appointed attorney pursuant to a Power  
of Attorney

[Redacted Signature]

signature of attorney

[Redacted Name]

full name of above (print)

05 September 2025

date of signing

[Redacted Location]

place of signing

**SUBSCRIBED** for and on behalf of  
**AMEC FOSTER WHEELER ASIA PACIFIC PTE LIMITED**  
acting by an appointed attorney pursuant to a Power  
of Attorney

[Redacted Signature]

signature of attorney

[Redacted Name]

full name of above (print)

05 September 2025

date of signing

[Redacted Location]

place of signing



SUBSCRIBED for and on behalf of  
JOHN WOOD GROUP HOLDINGS LIMITED

acting by

signature

full name of above (print)

signature

full name of above (print)

28 AUGUST 2025

date of signing

place of signing


SECURITY AGENT

**SUBSCRIBED** for and on behalf of  
**GLAS TRUST CORPORATION LIMITED**  
(as Security Agent)

  
signature of 

full name of above (print)

28 August 2025  
.....  
date of signing

  
.....  
place of signing

## 79141671v1

arising out of or in connection with this notice of assignment (including a dispute relating to the existence, validity or termination of this notice of assignment or any non-contractual obligation arising out of or in connection with this notice of assignment).

9. Please acknowledge receipt of this notice of assignment and confirm that:

- (a) you will pay all moneys in respect of each Assigned Agreement as directed by or pursuant to this notice of assignment;
- (b) you have not received any other notice of any assignment of an Assigned Agreement;
- (c) you will not claim or exercise any set-off or counterclaim in respect of any Assigned Agreement; and
- (d) you will comply with the other provisions of this notice of assignment,

by signing the acknowledgement on the attached copy of this notice of assignment and returning that copy to the Security Agent at [\_\_\_\_], marked for the attention of [\_\_\_\_].

[Assignor]

By:

[On duplicate]

We acknowledge receipt of the notice of assignment of which this is a copy and confirm each of the matters referred to in paragraphs (a) – (d) of paragraph 9 of the notice of assignment.

[Party to the Agreement]

By:

Dated:

**THE SCHEDULE**

**Assigned Agreements**

*[Insert relevant details]*