

Dated: 27 October 2025

JOHN WOOD GROUP PLC
(the Parent Company)

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

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

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

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

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

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

[REDACTED]
[REDACTED]

[REDACTED]
(the PNG Creditor)

AND

CERTAIN OTHER PARTIES LISTED HEREIN

A&E IMPLEMENTATION DEED
in respect of the amendment and extension
of certain financing arrangements of John Wood Group PLC
and certain of its subsidiaries

Slaughter and May
One Bunhill Row
London EC1Y 8YY

Table of contents

Clause	Page
1. Definitions and Interpretation	5
2. Parties' Rights and Obligations	23
3. Relevant Group Entities' Agent	25
4. Steps Preceding the Effective Date	25
5. Effective Date	25
6. Post-A&E Trigger Event Updates and Calculations	26
7. Execution and Delivery of the A&E Implementation Documents, Delivery of Conditions Precedent Documents, Delivery of utilisation requests	30
8. NTL Funding, ITL Prepayment	34
9. A&E Effective Date	35
10. Remaining Steps under the Escrow Agreement	37
11. Conditions Subsequent	38
12. Miscellaneous	38
13. Confirmations	40
14. Representations, Warranties and Undertakings	40
15. Transfers or Assignments	41
16. Authorisation and Consent	41
17. Releases in connection with the A&E Transaction	43
18. Termination	45
19. Survival	45
20. Costs and expenses	46
21. Further Assurance	46
22. Notices	46
23. Specific Performance	47

24.	Counterparts	47
25.	Rights of Third Parties	47
26.	Amendments and Waivers	48
27.	Partial Invalidity	48
28.	No Liabilities	48
29.	Bail-in powers	49
30.	Governing Law and Jurisdiction	49
	Schedule 1 Parties	50
	Schedule 2 Conditions Precedent and Conditions Subsequent	64
	Schedule 3 NTL Participant Funded Amounts	85
	Schedule 4 Elevation	89
	Schedule 5 A&E Trigger Event Notice	95
	Schedule 6 CP Satisfaction Notice	96
	Schedule 7 A&E RCF Amendment Agreement	97
	Schedule 8 A&E Term Loan Amendment Agreement	388
	Schedule 9 A&E 2014 NPA Amendment Agreement	642
	Schedule 10 A&E 2018 NPA Amendment Agreement	805
	Schedule 11 A&E 2019 NPA Amendment Agreement	980
	Schedule 12 A&E PNG Loan Amendment Agreement	1194
	Schedule 13 A&E [REDACTED] Facility Amendment Agreement	1226
	Schedule 14 Existing Guarantee Facility	1264
	Schedule 15 NTL	1483
	Schedule 16 Intercreditor Agreement	1733
	Schedule 17 Escrow Agreement	1893

THIS DEED is made on 27 October 2025

BETWEEN:

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

- (13) **THE IF PARTICIPANTS** whose names are set out in Part I of Schedule 1 (*Parties*) (each an "**IF Participant**");
- (14) [REDACTED] as lender under the [REDACTED] Facility ("**[REDACTED]**");
- (15) [REDACTED], a company incorporated under the laws of Papua New Guinea with limited liability (registered number [REDACTED] with its registered office address at [REDACTED] [REDACTED] (the "**PNG Creditor**");
- (16) [REDACTED] as facility agent under the Interim Facility (in this capacity, the "**IF Agent**"), the RCF (in this capacity, the "**RCF Agent**"), the Term Loan (in this capacity, the "**Term Loan Agent**"), the Existing Guarantee Facility (in this capacity, the "**EGF Agent**") and under the NTL (in this capacity, the "**NTL Agent**"); and
- (17) **GLAS TRUST CORPORATION LIMITED**, as security agent and trustee for the Secured Parties under, and as defined in, the Interim Facility (in this capacity, the "**IF Security Agent**") and as security agent and trustee for the Secured Parties under, and as defined in, the Intercreditor Agreement (as defined below) (in this capacity, the "**Security Agent**"),

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

WHEREAS:

- (A) The Group has been in negotiations with the Existing Creditors with the objective of reaching an agreement to amend and extend the Existing Debt Documents on the terms set out in the Amended and Restated Finance Documents.
- (B) On or around the 2.7 Offer Date, the Parent Company and certain members of the Group entered into the Interim Facility and granted security to the IF Participants on the terms set out in the Interim Security Documents.
- (C) Furthermore, the Group has been in negotiations with the New Creditors with the objective of reaching an agreement on the terms of the New Finance Documents, in accordance with and as set out in the relevant New Finance Documents.
- (D) This Deed sets out the steps pursuant to which the A&E Transaction (as it concerns the Parties) is to be implemented and the actions and other steps required to be taken in relation to such implementation.

THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"A&E Effective Date" means the date on which the A&E Transaction becomes effective in accordance with Clause 9 (*A&E Effective Date*);

"A&E Effective Date Notice" has the meaning given to it in Clause 9.1;

"A&E Effective Date Security Documents" means each security document listed in paragraph 3 (*A&E Effective Date Security Documents*) of Part A (*Conditions Precedent Documents*) of Schedule 2 (*Conditions Precedent and Conditions Subsequent*), including each document

which becomes an A&E Effective Date Security Document pursuant to Clause 6.7(A) (*Post-A&E Trigger Event Updates and Calculations*);

"A&E [REDACTED] Facility Amendment Agreement" means the amendment and restatement agreement amending and restating the [REDACTED] Facility in the form set out in Schedule 13 (*A&E [REDACTED] Facility Amendment Agreement*);

"A&E Implementation Documents" means:

- (A) the Amendment Agreements;
- (B) the New Finance Documents (other than the Conditions Subsequent Security Documents);
- (C) the Global Deed of Release and each of the release documents listed in schedule 3 (*Release documents*) thereto;
- (D) the Escrow Agreement; and
- (E) any other ancillary document contemplated by this Deed or otherwise necessary in order to implement the A&E Transaction;

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

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

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

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

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

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

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

"Acquisition" means the proposed acquisition by Sidara of the Acquisition Shares on the terms set out in the Rule 2.7 Announcement (or any other proposed acquisition by Sidara of the Acquisition Shares on such other terms as may be announced by Sidara in accordance with the Takeover Code);

"Acquisition Shares" means the entire issued and to be issued share capital of the Parent Company to be acquired in accordance with:

- (A) if the Acquisition is to be effected by means of the Shareholder Scheme: (i) the Rule 2.7 Announcement; (ii) the Scheme Circular; (iii) the resolutions referred to and in the form set out in the Scheme Circular; and/or (iv) any order of the court sanctioning the Shareholder Scheme pursuant to section 899 of the Companies Act 2006; or
- (B) if the Acquisition is to be effected by way of a takeover offer: (i) the Rule 2.7 Announcement; and/or (ii) any offer document published or provided (or to be provided) by or on behalf of Sidara to the shareholders of the Parent Company or otherwise made available to such persons in accordance with the Takeover Code;

"Administrative Parties" means:

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

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

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

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

"Amended and Restated 2014 NPA" means the 2014 NPA as amended and restated pursuant to the A&E 2014 NPA Amendment Agreement in accordance with this Deed;

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

"Amended and Restated 2018 NPA" means the 2018 NPA as amended and restated pursuant to the A&E 2018 NPA Amendment Agreement in accordance with this Deed;

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

"Amended and Restated 2019 NPA" means the 2019 NPA as amended and restated pursuant to the A&E 2019 NPA Amendment Agreement in accordance with this Deed;

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

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

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

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

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

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

"Amended and Restated Notes" means:

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

"Amended and Restated NPAs" means:

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

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

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

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

"Amendment Agreement" means each of:

- (A) the A&E 2014 NPA Amendment Agreement;
- (B) the A&E 2018 NPA Amendment Agreement;
- (C) the A&E 2019 NPA Amendment Agreement;
- (D) the A&E [REDACTED] Facility Amendment Agreement;
- (E) the A&E PNG Loan Amendment Agreement;
- (F) the A&E RCF Amendment Agreement; and
- (G) the A&E Term Loan Amendment Agreement;

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

"Australian Whitewash Procedure" has the meaning given to it in Part A (*Conditions Precedent Documents*) of Schedule 2 Part A (*Conditions Precedent and Conditions Subsequent*);

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

"Bank Financial Adviser" means FTI Consulting LLP;

"Bank Legal Adviser" means Linklaters LLP;

"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 Deed as may be necessary to give effect to a Bail-in Power;

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

"Common Participant" has the meaning given to it Clause 9.2(D);

"Company Advisers" means the Company Legal Adviser and the Company Financial Adviser;

"Company Legal Adviser" means Slaughter and May;

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

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

"Completion Date" means the date of Completion;

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

"Conditions Subsequent Document" means the document and evidence in Part B (*Conditions Subsequent Documents*) of Schedule 2Part A (*Conditions Precedent and Conditions Subsequent*);

"Conditions Subsequent Security Documents" means each security document set out in Part B (*Conditions Subsequent Documents*) of Schedule 2Part A (*Conditions Precedent and Conditions Subsequent*), including each document which becomes a Conditions Subsequent Security Document pursuant to Clause 6.7 (*Post-A&E Trigger Event Updates and Calculations*);

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

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

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

"CP Finalisation Step" has the meaning given to it in Clause 7.5 (*Delivery of Conditions Precedent Documents*);

"CP Satisfaction Notice" means the notice required to be delivered pursuant to Clause 7.7 (*Satisfaction of the Conditions Precedent*) substantially in the form set out in Schedule 6 (*CP Satisfaction Notice*);

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

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

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

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

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

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

“Designated A&E Effective Date” has the meaning given to it in Clause 7.9 (*Designation of A&E Effective Date*);

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

“EGF Agent’s Spot Rate of Exchange” has the meaning given to it in the Existing Guarantee Facility;

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

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

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

“Escrow Account” has the meaning given to it in the Escrow Agreement;

“Escrow Agent” means Glas Specialist Services Limited;

“Escrow Agreement” means the escrow agreement to be entered into between the Sidara Agent, the NTL Agent, the Parent Company and the Escrow Agent in the form set out in Schedule 17 (*Escrow Agreement*);

“Escrow Agreement CP Satisfaction Notice” means the written confirmation delivered by the Escrow Agent to the Sidara Agent, the NTL Agent and the Parent Company in accordance with clause 2.1 of the Escrow Agreement, confirming the Escrow Agent has received all the documents and other evidence listed in Schedule 5 to the Escrow Agreement;

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

“Existing Creditors” means the RCF Creditors, the Term Loan Creditors, the NPA Creditors, FAB and the PNG Creditor;

“Existing Debt Document” means each of:

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

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

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

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

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

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

"Group" means the Parent Company and its Subsidiaries;

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

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

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

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

"Interim Deed of Guarantee" means the English law governed deed of guarantee dated 29 August 2025 between, among others, the Parent Company and the Obligors named therein as guarantors and the Interim Security Agent;

"Interim Facility" means the facility agreement dated 29 August 2025 between, among others, the Parent Company, the IF/NTL SPV, the IF Participants, the IF Agent and the IF Security Agent;

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

"Italian Bank Account Pledge" has the meaning given to it in Schedule 2Part A (*Conditions Precedent and Conditions Subsequent*);

"Italian GP Clearance" has the meaning given to it in Part A (*Conditions Precedent Documents*) of Schedule 2Part A (*Conditions Precedent and Conditions Subsequent*);

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

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

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

"[REDACTED] Credit Facility" means the credit facility dated 9 September 2025 and entered into with a special purpose vehicle within the Group as borrower and [REDACTED] (and/or certain of its Affiliates and its or their managed funds);

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

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

"Loan 1" has the meaning given to that term in the NTL;

"Loan 2" has the meaning given to that term in the NTL;

"Local Legal Adviser" means each legal adviser identified in paragraph 4 (*Legal opinions*) of Part A (*Conditions Precedent Documents*) of Schedule 2Part A (*Conditions Precedent and Conditions Subsequent*) and paragraph 2 (*Legal opinions*) of Part B (*Conditions Subsequent Documents*), Schedule 2 (*Conditions Precedent and Conditions Subsequent Documents*) other than the Company Legal Adviser and the Creditor Legal Advisers;

other than the Company Legal Adviser and the Creditor Legal Advisers;

"Lock up Agreement" means each of the following:

- (A) the lock-up agreement dated 29 August 2025 and entered into between the Parent Company, John Wood Group Holdings Limited, the Existing Obligors, certain Existing Creditors and the NTL Participants (the **"Core Lock-up Agreement"**);
- (B) the lock-up agreement dated 29 August 2025 and entered into between the Parent Company, the Existing Obligors and the EGF Participants (the **"EGF Lock-up Agreement"**);
- (C) a lock-up agreement dated 29 August 2025 and entered into between the Parent Company, the Existing Obligors and the PNG Creditor; and
- (D) a lock-up agreement dated on 29 August 2025 and entered into between the Parent Company, the Existing Obligors and [REDACTED];

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

"Majority Creditors" means, at any time:

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

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

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

"New Finance Documents" means each of:

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

"New Money Election" means the election to participate in the NTL made by the NTL Participants prior to the execution of this Deed pursuant to an NTL Commitment Letter;

"New Money Election Deadline" means the deadline for making the New Money Election as set out in the Core Lock-up Agreement;

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

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

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

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

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

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

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

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

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

"NTL Commitments Table" means the table setting out the NTL Commitment of each NTL Participant in the form agreed with the Creditor Financial Advisers prior to the execution of this Deed in accordance with clause 6.5(B) of the Core Lock-up Agreement;

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

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

"Outstanding Exposure" means:

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

"Plan A Trigger Event" means the occurrence of a Successful Shareholder Vote;

"Plan B Trigger Event" means the occurrence of any of the following:

- (A) either of the Shareholder Scheme Court Meeting and/or General Meeting being held where a vote takes place and does not result in a Successful Shareholder Vote;
- (B) any condition in the Rule 2.7 Announcement being successfully invoked by Sidara or the Parent Company, in either case as permitted by the Takeover Panel;

- (C) the full amount of the Sidara Initial Funding Tranche is not funded within 14 Business Days of the A&E Effective Date (or such later date as agreed in writing between the Parent Company and the majority lenders or requisite holders (howsoever described) in respect of the RCF, the Term Loan, each NPA and the Sidara Initial Facility));
- (D) the Court definitively refuses to sanction the Shareholder Scheme at the Sanction Hearing;
- (E) the Shareholder Scheme is withdrawn, terminates or lapses in accordance with its terms (unless followed within five Business Days by a Rule 2.7 Announcement made by Sidara to implement the Acquisition by a different offer or scheme on substantially the same or improved terms and subject to no new conditions (other than, in the case of a takeover offer, the inclusion of an acceptance condition set at 90 per cent. of the Parent Company's shares), and otherwise on equivalent terms, as those set out in the Rule 2.7 Announcement, unless otherwise agreed by the RCF Group Majority, the Term Loan Group Majority and the NPA Creditor Majority);
- (F) the Completion Date does not occur by the date falling 18 months following the Rule 2.7 Announcement (or such later date as agreed in writing between the Parent Company and the RCF Group Majority, the Term Loan Group Majority and the NPA Creditor Majority (in each case, acting reasonably)); or
- (G) the Sidara Initial Facility or the Sidara Completion Funding Commitment Letter being terminated;

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

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

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

"Receivables Finance Documents" means:

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

"RCF Group Majority" means, at any time, the RCF Creditors (a) whose Outstanding Commitments under the RCF aggregate more than 66⅔ per cent. of the Total Commitments held by the RCF Creditors, or (b) if the Total Commitments held by the RCF Creditors are

reduced to zero, whose Outstanding Commitments under the RCF aggregated more than 66⅔ per cent. of the Total Commitments held by the RCF Creditors immediately before the reduction;

"Related Creditor" means:

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

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

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

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

"Sanction Hearing" has the meaning given to the term "Sanction Hearing" in the Rule 2.7 Announcement;

"Scheme Circular" means: (i) the scheme circular dated 11 September 2025 addressed to the shareholders of the Parent Company containing the Scheme and an explanatory statement in compliance with section 897 of the Companies Act; and (ii) any supplementary circular published in connection therewith.

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

"Series 1 Note" has the meaning given to that term in the NTL;

"Series 2 Note" has the meaning given to that term in the NTL;

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

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

"Sidara" means Sidara Limited;

"Sidara Agent" means Global Loan Agency Services Limited;

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

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

“Sidara CP Satisfaction Notice” means the notification to be delivered by the Sidara Facility Agent pursuant to clause 4.1(a) (*Initial conditions precedent*) of the Sidara Initial Facility.

“Sidara Initial Facility” means the facility agreement in respect of the Sidara Initial Funding Tranche dated 29 August 2025, between, among others, the Parent Company, the Obligors and Sidara, as amended and/or amended and restated from time to time;

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

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

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

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

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

“Successful Shareholder Vote” means: (a) a resolution to approve the Shareholder Scheme being passed by a majority in number representing not less than 75 per cent. in value of the Scheme Shareholders (or the relevant class or classes thereof, if applicable) in each case present, entitled to vote and voting, either in person or by proxy, at the Shareholder Scheme Court Meeting; and (b) the Resolutions being passed by the requisite majority or majorities at the General Meeting;

“Super Majority Creditors” means, at any time:

- (A) the Super Majority RID Creditors;
- (B) the RCF Group Majority;
- (C) the Term Loan Majority; and

(D) the Required Holders under each of the 2014 NPA, the 2018 NPA and the 2019 NPA;

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

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

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

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

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

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

"Termination Date" means the date on which this Deed terminates in accordance with Clause 18 (*Termination*);

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

"Tranche 1" means the aggregate principal amount of the Loan 1 Participation Amounts and the Series 1 Notes Subscription Amounts;

"Tranche 2" means the aggregate principal amount of the Loan 2 Participation Amounts and the Series 2 Notes Subscription Amounts;

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

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

"USPP Legal Adviser" means Akin Gump LLP;

"VAT" means:

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

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

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

1.3 A reference to a Conditions Precedent Document or any other document or evidence being **"in form and substance satisfactory"** to the Related Creditors is a reference to the relevant Creditor Legal Adviser confirming, on behalf of their Related Creditors, that such Conditions Precedent Document or other document or evidence is in form and substance satisfactory to those Related Creditors.

- 1.4 A reference to a document being "**completed**" or an authority granted to "**complete**" a document will include the insertion in manuscript or otherwise of all missing dates, figures and information required for the relevant document to be completed. Any requirement of the Company Legal Adviser or a Creditor Legal Adviser (as applicable) to complete a document shall be construed as a reference to such document being completed in a form agreed by the Creditor Legal Advisers and the Company Legal Adviser and (if applicable) in accordance with the terms of this Deed.
- 1.5 If any figure which is required to be included in an Amendment Agreement, Amended and Restated Finance Document or New Finance Document is calculated, in accordance with the terms of this Deed, after such document has been dated and delivered in accordance with this Deed then the inclusion of the relevant figure(s) in accordance with this Deed shall be deemed to form part of such document.
- 1.6 Where this Deed and any other document provides for a document or notice (other than an A&E Implementation Document, a Conditions Precedent Document or a Conditions Subsequent Document) to be "**delivered**" to a Finance Party, it is sufficient for that document to be delivered in accordance with Clause 22 (*Notices*).
- 1.7 Where this Deed refers to the Company Legal Adviser or the relevant Creditor Legal Adviser (as applicable) taking any action including, without limitation, holding signature pages (or signed full documents where required) and documents in escrow, or being in receipt of any documents from any party, the Parties agree that in taking any such action or receiving any such document, the Company Legal Adviser is acting solely in its capacity as legal adviser to the Parent Company and the relevant Creditor Legal Adviser is acting solely in its capacity as legal adviser to the relevant Related Creditors and neither the Company Legal Adviser nor the relevant Creditor Legal Adviser is acting as agent of, nor shall have any liability to, any other Party to this Deed.
- 1.8 The rights, powers, authorities, discretions and protections (including indemnities) granted to each Administrative Party under the relevant Amendment Agreement(s) and/or the New Finance Document(s) to which that Administrative Party is a party apply to this Deed as though set out in full in this Deed and each Administrative Party shall act under this Deed in accordance with the terms of the relevant Amendment Agreement(s) and/or the New Finance Document(s) to which it is a party.
- 1.9 If there is any conflict between the terms of this Deed and the terms of any other A&E Implementation Document, the terms of this Deed will prevail.
- 1.10 If any sum is due or obligation is to be performed under the terms of this Deed on a day other than a Business Day, the relevant payment shall be made, or obligation performed, on the next Business Day.

2. PARTIES' RIGHTS AND OBLIGATIONS

- 2.1 The obligations of each Party under this Deed are several. Failure by any Party to perform its obligations under this Deed does not affect the obligations of any other Party under this Deed. No Party is responsible for the obligations of any other Party under this Deed.

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

3. RELEVANT GROUP ENTITIES' AGENT

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

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

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

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

4. STEPS PRECEDING THE EFFECTIVE DATE

The Parties acknowledge that, prior to the New Money Election Deadline, each NTL Participant elected to participate in the NTL pursuant to an NTL Commitment Letter and the Core Lock-up Agreement, and that each NTL Participant has (through their election) committed to participate in the NTL in the amount specified in the NTL Commitments Table (subject to the terms of this Deed and the NTL).

5. EFFECTIVE DATE

5.1 This Deed shall become effective and legally binding, as between the signatories hereto, on the date on which it has been executed and delivered by all the Parties (the **"Effective Date"**).

- 5.2 The Parent Company shall notify the Creditor Advisers immediately upon the occurrence of the Effective Date in writing.

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

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

Updates to A&E Transaction Documents

(A)

- (i) (and is authorised and instructed by each other Party to) update the list of parties to the NTL, the Existing Guarantee Facility, the Amended and Restated RCF, the Amended and Restated Term Loan, each Amended and Restated NPA and the Intercreditor Agreement to reflect any changes required:

(1) solely as a result of any transfers or assignments up until date of the A&E Trigger Event Notice; or

(2) subject to Clause 6.7 below, to reflect the final list of Intra-Group Lenders and Debtors (each as defined in the Intercreditor Agreement) as at the A&E Effective Date; and

- (ii) finalise a list of Intra-Group Lenders and Debtors (each as defined in the Intercreditor Agreement) which are required to accede to the Intercreditor Agreement pursuant to Clause 11.1(D) (*Conditions Subsequent*) below; and

- (B) circulate the updated versions of the NTL, the Existing Guarantee Facility, the Amended and Restated RCF, the Amended and Restated Term Loan, each Amended and Restated NPA and the Intercreditor Agreement to the Creditor Advisers (the “**Updated A&E Transaction Documents**”);

NTL and IF Adjusted Amounts

- (C) in respect of each NTL Participant, calculate its:

- (i) Series 1 Notes Subscription Amount or Loan 1 Participation Amount (as applicable) (if any);
- (ii) Series 2 Notes Subscription Amount or Loan 2 Participation Amount (as applicable) (if any);
- (iii) Cash Pay Funding Amount;

(iv) Deemed Funding Amount (if any),

(v) IF Cash Repayment Amount,

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

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

New NTL Guarantees

(E) if no Plan B Trigger Event has occurred (or, if a Plan B Trigger Event has occurred, immediately prior to any utilisation of Tranche 2 permitted pursuant to the terms of the NTL), update the list of guarantees in the relevant schedule to the NTL to reflect the details of the New NTL Guarantees and other unpopulated schedules and other information in the NTL (together, the “**Updated NTL Guarantee Schedules**”) and circulate a populated copy of such schedules to the Creditor Advisers;

Existing Bank Guarantees (EGF)

(F) following the conversion of the outstanding amounts of the Existing Bank Guarantees (EGF) in accordance with the terms of the EGF, update Schedule 3 (*Existing Bank Guarantees*) to the Existing Guarantee Facility to reflect the details of all Existing Bank Guarantees (EGF) and circulate a populated copy of such schedule to the Creditor Advisers (the “**Updated EGF Guarantee Schedule**”);

Elevation

(G) in respect of each NTL Participant, calculate (i) its Elevated Amount, and (ii) the Elevated Amount Allocated Portion in respect of each of its Instruments, in each case in accordance with Schedule 4 (*Elevation*); and

(H) circulate a populated copy of the Elevation Table to the Creditor Advisers setting out its calculations under (G) above.

6.3 Promptly and in any case within two Business Days of circulation of all information required pursuant to Clause 6.2 above, each Creditor Adviser shall agree with the Company Advisers the proposed final form of the (i) Updated A&E Transaction Documents (ii) NTL and IF Adjusted Amounts Table, (iii) Updated NTL Guarantee Schedules, (iv) Updated EGF Guarantee Schedule (and together with the Updated NTL Guarantee Schedules, the “**Updated Guarantee Schedules**”) and (v) Elevation Table (together with the NTL and IF Adjusted Amounts Table, the “**Calculation Tables**”), either by:

(A) providing written sign-off on the forms provided by the Parent Company pursuant to Clause 6.2 above; or

(B) agreeing with the Company Advisers any changes to the forms provided by the Parent Company as required for the purpose of the Creditor Advisers providing their sign off,

provided that the only requested changes which may be raised by the Creditor Advisers as being required for the purpose of their sign off are to correct errors and/or failures in computation.

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

(A) further update the Updated A&E Transaction Document such that:

- (i) the participations and funding obligations under each Updated A&E Transaction Document reflect the agreed Calculation Tables;
- (ii) with respect to the NTL, replace Schedule 16 (*Guarantees*) of the NTL with the agreed Updated NTL Guarantee Schedule; and
- (iii) with respect to the Existing Guarantee Facility, replace Schedule 3 (*Existing Bank Guarantees*) of the Existing Guarantee Facility with the agreed Updated EGF Guarantee Schedule,

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

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

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

Confirmations relating to certain A&E Security Documents

6.6 Promptly and in any event on the same day as the delivery of the Further Updated A&E Transaction Documents in accordance with Clause 6.4 above, the Company Legal Adviser shall confirm via email to the Creditor Legal Advisers whether:

(A) in respect of:

- (iii) the Italian law governed bank account pledge agreement (the “**Italian Bank Account Pledge**”) set out in row 21 of the table in Clause 3(b) of Part A (*Conditions Precedent Documents*) of Schedule 2 Part A (*Conditions Precedent and Conditions Subsequent*); or

- (iv) in respect of the Spanish law governed share pledge agreement set out in row 4 of the table in Clause 3(a) of Part B (*Conditions Subsequent Documents*) of Schedule 2Part A (*Conditions Precedent and Conditions Subsequent*),

the Parent Company or the applicable Relevant Group Entity has received the Italian GP Clearance; and

- (B) the Australian Whitewash Procedure in respect of each Wood Australia Pty Limited and Wood Group Australia Pty Limited has been completed.

6.7 If the Company Legal Advisers confirm:

- (A) in respect of Clause 6.6(A) that:

- (i) the Italian GP Clearance has been granted, then the Italian Bank Account Pledge shall automatically (without the need for any further action by or on behalf of any person or Party) be deemed to constitute an A&E Effective Date Security Document for all purposes under this Deed, and the Parent Company shall procure that Wood Italiana S.r.l. signs the A&E Deed of Guarantee, the A&E RCF Amendment Agreement, the A&E Term Loan Amendment Agreement, the Existing Guarantee Facility, the NTL and the Intercreditor Agreement for the purposes of complying with Clause 7.1 below; or
- (ii) the Italian GP Clearance has not been granted, then (i) the Italian Bank Account Pledge shall automatically (without the need for any further action by or on behalf of any person or Party) be deemed to constitute a Conditions Subsequent Security Document, (ii) the Parent Company shall procure that Wood Italiana S.r.l. accedes to the A&E Deed of Guarantee as a Guarantor (as defined in the A&E Deed of Guarantee) within the deadlines stipulated in paragraph 3(b) of Part B (*Conditions Subsequent*) of Schedule 2 (*Conditions Precedent and Conditions Subsequent*), and (iii) the Conditions Precedent Documents in connection with Wood Italiana S.r.l. shall automatically (without the need for any further action by or on behalf of any person or Party) be deemed to constitute a Conditions Subsequent Document; and

- (B) in respect of Clause 6.6(B) that:

- (i) the Australian Whitewash Procedure in respect of each Wood Australia Pty Limited and Wood Group Australia Pty Limited has been completed, the general security deed governed by the laws of Victoria and the Commonwealth of Australia set out in row 22 and the English law governed fixed charge over bank accounts set out in row 23 of the table in Clause 3(c) of Part A (*Conditions Precedent Documents*) of Schedule 2Part A (*Conditions Precedent and Conditions Subsequent*) (together, the **"Whitewash Security Documents"**) shall automatically (without the need for any further action by or on behalf of any person or Party) be deemed to constitute A&E Effective Date Security Documents for all purposes under this Agreement, and the Parent Company shall procure that Wood Australia Pty Limited and Wood Group Australia Pty Limited each signs the A&E Deed of Guarantee, the A&E RCF Amendment Agreement, the A&E Term Loan Amendment Agreement, the Existing

Guarantee Facility, the NTL and the Intercreditor Agreement for the purposes of complying with Clause 7.1 below; or

- (ii) the Australian Whitewash Procedure in respect of Wood Australia Pty Limited or Wood Group Australia Pty Limited has not been completed:

- (1) the Whitewash Security Documents shall automatically (without the need for any further action by or on behalf of any person or Party) be deemed to constitute Conditions Subsequent Security Documents, and the Parent Company shall procure that each Wood Australia Pty Limited and Wood Group Australia Pty Limited accedes to the A&E Deed of Guarantee as a Guarantor (as defined in the A&E Deed of Guarantee) within the deadlines stipulated in Clause 11 (*Conditions Subsequent*) and Schedule 2 (*Conditions Precedent and Conditions Subsequent*); and
- (2) any member of the Group incorporated in Australia which has been included in the list referred to in Clause 6.2(A)(i)(2) above shall be removed from such list prior to execution of the Intercreditor Agreement, and shall only be required to accede as an Intra-Group Lender and Debtor (each as defined in the Intercreditor Agreement) in accordance with the deadlines stipulated in Clause 11.1(D) (*Conditions Subsequent*).

Restriction on utilisation under the Interim Facility

- 6.8 The IF/NTL SPV undertakes that, from the date of the A&E Trigger Event Notice, it shall not submit any further Withdrawal Requests under (and as defined in) the Interim Facility.

7. EXECUTION AND DELIVERY OF THE A&E IMPLEMENTATION DOCUMENTS, DELIVERY OF CONDITIONS PRECEDENT DOCUMENTS, DELIVERY OF UTILISATION REQUESTS

Execution of the A&E Implementation Documents

- 7.1 Subject to Clause 7.2 below, promptly and in any case within one Business Day following completion of all steps set out in Clause 6.4 and Clause 6.6, each Party shall sign but leave undated all of the A&E Implementation Documents to which it is a party and shall return (or procure the return of) all of the relevant signed signature pages (or signed full documents where required) (where applicable, together with the full execution versions of each Amended and Restated Finance Document or New Finance Document) to the Bank Legal Adviser;
- 7.2 For the avoidance of doubt, the obligations set out in Clause 7.1 above shall not apply to:
 - (A) the remaining Conditions Precedent Documents which do not constitute A&E Implementation Documents or A&E Effective Date Security Documents, and which shall be executed and delivered in accordance with Clause 7.5 below); or

- (B) the Conditions Subsequent Documents (which shall be executed and delivered in accordance with Clause 11 below).

Dating and delivery of the A&E Implementation Documents

7.3 Upon receipt by the Bank Legal Adviser of signature pages (or signed full documents where required) from all parties to each of the A&E Implementation Documents required to be signed in accordance with Clause 7.1, the Bank Legal Adviser shall:

- (A) promptly date, complete and deliver such A&E Implementation Documents (other than the A&E Effective Date Security Documents, the Global Deed of Release (and each of the release documents listed in schedule 3 (*Release documents*) thereto which is required to be delivered on the A&E Effective Date) and the A&E Deed of Guarantee) to each Party; and
- (B) hold in escrow the signed A&E Effective Date Security Documents, the Global Deed of Release (and each of the release documents listed in schedule 3 (*Release documents*) thereto which is required to be delivered on the A&E Effective Date) and the A&E Deed of Guarantee pending their release, completion, dating and delivery in accordance with Clause 9.2 below.

7.4 In relation to the dating and delivery of A&E Implementation Documents in accordance with Clause 7.3 above, each Party hereby agrees, confirms and authorises the Bank Legal Adviser to release any signature page (or any signed full document where required) it has signed in accordance with Clause 7.1 and to date, complete and release the A&E Implementation Documents to which it has provided its signature in the following manner:

- (A) in the case of an A&E Implementation Document (other than an A&E Effective Date Security Document and the Global Deed of Release (and each of the release documents listed in schedule 3 (*Release documents*) thereto which is required to be delivered on the A&E Effective Date)), after receiving signed signature pages (or signed full documents where required) from all parties to each of the A&E Implementation Documents required to be signed in accordance with Clause 7.1, without further notice to, or consents or Authorisations from, that party or any other person; and
- (B) in the case of an A&E Effective Date Security Document, the Global Deed of Release (and each of the release documents listed in schedule 3 (*Release documents*) thereto which is required to be delivered on the A&E Effective Date) and the A&E Deed of Guarantee, in accordance with Clause 9.2 below,

in each case, in accordance with any applicable instructions circulated by a Creditor Legal Adviser or the Company Legal Adviser (as applicable) and (i) on the circulation of, and confirmation by the Bank Legal Adviser of the release of, such fully signed and dated A&E Implementation Document, or (ii) on the release from escrow and the deemed completion, dating and delivery of such A&E Implementation Document in accordance with Clause 9.2 of this Deed, that A&E Implementation Document will be entered into and that party as a relevant party will be bound by its terms and, in the case of any A&E Implementation Document which is a deed, the circulation by the Bank Legal Adviser of the fully signed and dated document will

constitute delivery of the deed by that party as a relevant party or by the person on whose behalf the deed was signed.

Delivery of Conditions Precedent Documents

- 7.5 Promptly following completion of the steps set out in Clause 7.4 above, the Parent Company or the Company Legal Adviser shall deliver any outstanding Conditions Precedent Documents (or procure the Conditions Precedent Documents to be delivered) to the Creditor Legal Advisers, save, in respect of any Conditions Precedent Documents that can only be finally issued, dated, or otherwise become effective on the Designated A&E Effective Date (such steps being the “**CP Finalisation Step**”).

Satisfaction of the Conditions Precedent

- 7.6 Following completion of the step set out in Clause 7.5 above, each Creditor Legal Adviser shall confirm to the Company Legal Adviser in writing that either:

- (A) it has received all of the Conditions Precedent Documents in form and substance satisfactory to its Related Creditors (or that the requirement to provide any Conditions Precedent Document not received has been waived by its Related Creditors); or
- (B) it has not received all of the Conditions Precedent Documents in form and substance satisfactory to its Related Creditors (or that the requirement to provide any Conditions Precedent Document not received has not been waived by its Related Creditors),

provided that, in respect of any Conditions Precedent Documents that are subject to a CP Finalisation Step, a confirmation under Clause 7.6(A) above shall be on the basis of evidence that such Conditions Precedent Documents are in form and substance satisfactory to its Related Creditors and, but for the applicable CP Finalisation Step, are capable of being satisfied on the Designated A&E Effective Date.

- 7.7 If the Parent Company receives the confirmation under Clause 7.6(A) above from each Creditor Legal Adviser, promptly upon receiving such confirmation, the Parent Company shall deliver to the Creditor Legal Advisers the CP Satisfaction Notice.

- 7.8 For the purposes of Clause 7.5 above, each Related Creditor agrees that the relevant Creditor Legal Adviser:

- (A) may treat any document or evidence as being in form and substance satisfactory to its Related Creditors in accordance with Clause 1.3 (*Definitions and Interpretation*) and may provide confirmation of the same for the purposes of Clause 7.5 above; and
- (B) may waive the requirement for the delivery of any Conditions Precedent Document absolutely or on such terms as they deem fit on the instructions of its Related Creditors, provided that such waiver does not amend or have the effect of amending any material term of the A&E Transaction.

Designation of A&E Effective Date

- 7.9 Promptly and in any event on the same day as the delivery of the CP Satisfaction Notice, the Parent Company shall notify the Creditor Legal Advisers of the designated A&E Effective Date, which shall be the date falling nine Business Days after the delivery of the CP Satisfaction Notice (or such other earlier date as agreed via e-mail between the Parent Company, the parties to the NTL, the parties to the Escrow Agreement and the parties to the Sidara Initial Facility, provided that such date shall fall no earlier than three Business Days after the delivery of the CP Satisfaction Notice) (the “**Designated A&E Effective Date**”, and the notice of the Designated A&E Effective Date being the “**Designated A&E Effective Date Notice**”).

NTL and Escrow Agreement

- 7.10 The Parties acknowledge that immediately upon delivery of the Designated A&E Effective Date Notice to the Creditor Legal Advisers in accordance with Clause 7.9 above, the NTL and the Escrow Agreement shall each automatically become effective in accordance with its terms.

Delivery of utilisation requests

- 7.11 Promptly and in any event within one Business Day following the delivery of the Designated A&E Effective Date Notice in accordance with Clause 7.9 above, the Parent Company shall submit:
- (A) in accordance with the NTL, Funding Requests (as defined in the NTL) under the NTL to the NTL Agent in respect of Tranche 1 in an aggregate amount equal to the IF Amount (such amount to be paid by the NTL Agent at the direction of the IF/NTL SPV in accordance with the Funding Requests (as defined in the NTL) to the IF Agent on the Designated A&E Effective Date and used to repay all outstanding amounts under the Interim Facility) (the “**Tranche 1 Funding Requests**”) in accordance with the terms of the NTL and this Deed;
 - (B) provided no Plan B Trigger Event has occurred:
 - (iii) Funding Requests under the NTL signed by the IF/NTL SPV to the NTL Agent in respect of the Series 2 Notes and Loan 2 in an aggregate amount equal to the NTL New Money Amount directing all amounts requested thereunder to be funded into the Escrow Account on the Designated A&E Effective Date (the “**Series 2/Loan 2 Funding Requests**”); and
 - (iv) a utilisation request under the Sidara Initial Facility to the Sidara Agent in respect of the full amount of the Sidara Initial Facility to be funded into the Escrow Account on or about the Designated A&E Effective Date and subsequently released from the Escrow Account in accordance with the terms of the Escrow Agreement (the “**Sidara Utilisation Request**”);
 - (C) a utilisation request to the RCF Agent to repay and redraw all outstanding Loans (in each case under and as defined in the RCF) as at the Designated A&E Effective Date with the Interest Period (as defined in the RCF) for each redrawn Loan starting on the

Designated A&E Effective Date (the “**RCF A&E Loans**”) (the “**RCF Utilisation Request**”); and

- (D) a utilisation request to the TL Agent to repay and redraw all outstanding Loans (in each case under and as defined in the Term Loan) as at the Designated A&E Effective Date with the Interest Period (as defined in the Term Loan) for each redrawn Loan starting on the Designated A&E Effective Date (the “**TL A&E Loans**” and together with the RCF A&E Loans, the “**A&E Loans**”) (the “**Term Loan Utilisation Request**”).

7.12 The due date for interest on any such A&E Loan that is accrued but remains unpaid as at (and including) the Designated A&E Effective Date shall be payable on the last day of the Interest Period (as defined in the RCF or Term Loan, as applicable) that would have applied to the applicable Loans under the RCF or Term Loan (as applicable) immediately prior to the Designated A&E Effective Date.

7.13 The RCF Creditors and Term Loan Creditors agree and confirm that other than accrued interest due to be paid under the RCF or Term Loan (as applicable) on the Designated A&E Effective Date, no additional amounts (including, without limitation, any default interest or break costs (or such other analogous concepts)) shall be payable by the Parent Company or any Obligor as a result of the RCF Utilisation Request and the Term Loan Utilisation Requests in respect of the A&E Loans, or the amendment of the Interest Periods in respect thereof.

8. NTL FUNDING, ITL PREPAYMENT

NTL Funding

8.1 Notwithstanding the terms of the NTL, each party to the NTL agrees that each NTL Participant shall discharge its funding obligation under the NTL with respect to the Series 1 Notes to be subscribed for by it and/or the Loan 1 Participation Amount to be advanced by it (as applicable) as follows:

- (A) each NTL Participant in respect of which a Cash Pay Funding Amount has been specified in the NTL and IF Adjusted Amounts Table shall pay that Cash Pay Funding Amount to the NTL Agent in accordance with the NTL and in any event prior to the Designated A&E Effective Date (in accordance with the terms of the NTL); and
- (B) each NTL Participant in respect of which a Deemed Funding Amount has been specified in the NTL and IF Adjusted Amounts Table shall be deemed to have paid an amount equal to the Deemed Funding Amount to the NTL Agent on the Designated A&E Effective Date.

8.2 Provided no Plan B Trigger Event has occurred:

- (A) each NTL Participant shall pay an amount equal to its Loan 2 Participation Amount or Series 2 Subscription Amount (as applicable) to the NTL Agent in accordance with the NTL and in any event prior to the Designated A&E Effective Date; and

- (B) promptly following receipt of the full amount of each NTL Participant's Loan 2 Participation or Series 2 Notes Subscription Amount (as applicable) (the "**NTL Loan 2/Series 2 Proceeds**") and in any case within the deadlines stipulated in the Escrow Agreement, the NTL Agent shall pay the NTL Loan 2/Series 2 Proceeds into the Escrow Account in accordance with the terms of the NTL and the Escrow Agreement.

9. A&E EFFECTIVE DATE

Funding of the IF Amount

9.1 On the Designated A&E Effective Date, provided that:

- (A) the NTL Agent is (or upon the time at which it is) in receipt of the aggregate of all Cash Pay Funding Amounts, and has notified the Parent Company and the Creditor Legal Advisers that it is in receipt of such amounts; and
- (B) IF/NTL SPV as borrower under the Interim Facility has paid to the ITL Agent an amount equal to all interest and fees that have accrued under the Interim Facility up to the Designated A&E Effective Date and remain outstanding on the Designated A&E Effective Date, and the ITL Agent has confirmed it is in receipt of such amount to the Parent Company and the Creditor Legal Advisers,

the Parent Company shall notify the Creditor Legal Advisers that each of the foregoing conditions have been satisfied (the "**A&E Effective Date Notice**") and the A&E Effective Date shall occur under this Deed upon such delivery of the A&E Effective Date Notice.

A&E Effective Date Steps

9.2 Upon the occurrence of the A&E Effective Date in accordance with Clause 9.1 above, without any requirement for any additional Authorisations, actions or steps to be undertaken by any Party or any other person or entity, the following steps shall occur automatically and shall be deemed to occur in the following order:

- (A) each party to the NTL agrees that the NTL Agent shall be deemed to have transferred all Cash Pay Funding Amounts received by it in its capacity as NTL Agent to the IF Agent and from that time shall hold all Cash Pay Funding Amounts in its capacity as IF Agent for the benefit of the IF Participants who have any outstanding IF Commitment following the deemed repayment pursuant to paragraph (D) below;
- (B) each party to the NTL agrees that each Cash Pay Funding Amounts paid by an NTL Participant to the NTL Agent which is deemed transferred by the NTL Agent pursuant to paragraph (A) above shall thereafter be deemed funded by that NTL Participant pursuant to the NTL;
- (C) each party to the NTL and the Interim Facility agrees that the IF/NTL SPV shall be deemed to have paid an amount equal to the Cash Pay Funding Amounts to the IF Agent for the purposes of repaying the Interim Facility;

- (D) each party to the ITL and the NTL agrees that, to the extent that an IF Participant is also an NTL Participant (a “**Common Participant**”) and a Deemed Funding Amount has been specified in the NTL and IF Adjusted Amounts Table with respect to that Common Participant, an amount of that Common Participant’s IF Commitment equal to its Deemed Funding Amount shall be deemed repaid under the Interim Facility on the Designated A&E Effective Date and the same amount shall be deemed funded under the NTL;
- (E) the Interim Facility shall be deemed to have been repaid and cancelled in full and the IF Agent is hereby authorised and instructed by the IF/NTL SPV and each IF Participant to pay the Cash Pay Funding Amounts received by it pursuant to paragraph (A) above to the relevant IF Participants;
- (F) the Global Deed of Release held by the Bank Legal Adviser shall be released from escrow and deemed completed, dated and delivered;
- (G) each NPA Subsidiary Guarantee Deed shall hereby be terminated and, for the avoidance of doubt, each guarantee granted pursuant to clause 18 (Guarantee and indemnity) of the RCF or clause 17 (Guarantee and indemnity) of the Term Loan shall hereby be terminated (to the extent not released pursuant to the Global Deed of Release;
- (H) each Amended and Restated Finance Document and each New Finance Document which has not taken effect prior to the Designated A&E Effective Date (for the avoidance of doubt, being the Amended and Restated RCF, the Amended and Restated Term Loan, each Amended and Restated NPA, the Amended and Restated Notes, the Amended and Restated █████ Facility, the Amended and Restated PNG Loan, the EGF, the Intercreditor Agreement and the A&E Deed of Guarantee) shall become automatically become effective in accordance with its terms;
- (I) each RCF Creditor shall be deemed to have funded to the RCF Agent its proportionate share of the RCF A&E Loans and the RCF Agent shall be deemed to have funded the RCF A&E Loans to the Parent Company (and, to the extent required, an RCF Creditor shall fund its proportionate share of the RCF A&E Loans and the RCF Agent shall return re-allocated amounts to an RCF Creditor, in each case to effect the deemed funding of the RCF A&E Loans described in this paragraph);
- (J) each Term Loan Creditor shall be deemed to have funded to the Term Loan Agent its proportionate share of the Term Loan A&E Loans and the Term Loan Agent shall be deemed to have funded the Term Loan A&E Loans to the Parent Company (and, to the extent required, a Term Loan Creditor shall fund its proportionate share of the Term Loan A&E Loans and the Term Loan Agent shall return re-allocated amounts to an Term Loan Creditor, in each case to effect the deemed funding of the Term Loan A&E Loans described in this paragraph);
- (K) the A&E Deed of Guarantee held by the Bank Legal Adviser shall be released from escrow and deemed completed, dated and delivered; and

- (L) all A&E Effective Date Security Documents held by the Bank Legal Adviser shall be released from escrow and deemed completed, dated and delivered.

9.3 Promptly following the occurrence of the A&E Effective Date, and in any event on the A&E Effective Date:

- (A) the Company Legal Adviser shall deliver dated copies of the undated certificates referenced in Part A (*Conditions Precedent Documents*) of Schedule 2Part A (*Conditions Precedent and Conditions Subsequent*);
- (B) each relevant Creditor Legal Adviser, each relevant Local Legal Adviser, and the Company Legal Adviser (as applicable) shall issue its Legal Opinions in relation to the A&E Implementation Documents (except where such Legal Opinion relates solely to an A&E Effective Date Security Document which is deemed to be a Conditions Subsequent Security Document in accordance with Clause 6.7 above); and
- (C) the Bank Legal Advisers shall circulate fully executed and compiled copies of the Global Deed of Release, the A&E Effective Date Security Documents and the Retrocession and Reassignment.

10. REMAINING STEPS UNDER THE ESCROW AGREEMENT

10.1 Provided that no Plan B Trigger Event has occurred, Parties which are parties to the Escrow Agreement shall take the remaining steps set out in the Escrow Agreement within the relevant deadlines stipulated therein. Upon completion of all such steps and provided that the A&E Effective Date has occurred and the steps in Clause 9.3 have been completed:

10.1.1 the NTL Agent is hereby instructed by the NTL Participants to submit a duly executed Party B Transfer Instruction (as defined in the Escrow Agreement) to the Escrow Agent in accordance with the terms of the Escrow Agreement; and

10.1.2 the Escrow Agent shall fund:

- (a) the NTL Loan 2/Series 2 Proceeds into the Blocked Account (as defined in the Escrow Agreement); and
- (b) the Sidara Initial Funding Tranche into the Company Operating Bank Account (as defined in the Escrow Agreement),

contemporaneously or as close to contemporaneously as practically possible, and at all times subject to, and in accordance with, the terms of the Escrow Agreement.

10.2 If either the NTL Loan 2/Series 2 Proceeds or the Sidara Initial Funding Tranche is not received by the Escrow Agent within 12 Business Days of the Escrow Effective Date (as defined in the Escrow Agreement) or a Plan B Trigger Event occurs before the Escrow Agent has funded the NTL Loan 2/Series 2 Proceeds into the Blocked Account and the Sidara Initial Funding Tranche into the Company Operating Bank Account, the Escrow Agent shall return any amount received either to the Agent Bank Account or the Sidara Bank Account (as applicable and each as defined

in the Escrow Agreement), in each case in accordance with clause 7.1 (*Transfer following failure to receive amounts*) of the Escrow Agreement.

11. CONDITIONS SUBSEQUENT

11.1 As soon as reasonably practicable and, in any event, no later than the earlier of (i) 60 days following the A&E Effective Date or (ii) the applicable deadline set out opposite the relevant deliverable in Schedule 2Part B of Schedule 2Part B (*Conditions Subsequent Documents*), the Parent Company undertakes that it shall:

- (A) procure that all necessary registrations, filings, endorsements, notarisations, stampings and/or notifications required for the purpose of perfecting the A&E Effective Date Security Documents are completed, complied with and/or delivered;
- (B) procure that all necessary registrations, filings, endorsements, notarisations, stampings and/or notifications required in relation to the Global Deed of Release are completed, complied with and/or delivered;
- (C) procure that the Conditions Subsequent Security Documents are dated, completed, released and delivered and all appropriate registrations, filings, endorsements, notarisations, stampings and/or notifications required for the purpose of perfecting the Conditions Subsequent Security Documents are completed, complied with and/or delivered as soon as reasonably practicable thereafter, and applicable counsel provide Legal Opinions as set out in paragraph 2 (*Legal opinions*) of Part B (*Conditions Subsequent Documents*) of Schedule 2Part B (*Conditions Precedent and Conditions Subsequent*);
- (D) procure that all other Conditions Subsequent Documents are completed, complied with and/or delivered; and
- (E) procure that, subject to the Agreed Security Principles, each member of the Group incorporated in a Challenging Jurisdiction (as defined in the Intercreditor Agreement) which, on or before the date of the Intercreditor Agreement, has made any loan to or has granted any credit to or has made any other financial arrangement having similar effect with any Debtor (as defined in the Intercreditor Agreement), in each case for an amount exceeding U.S.\$5,000,000 (or its equivalent in any other currency), accedes to the Intercreditor Agreement as an Intra-Group Lender and a Debtor (each as defined in the Intercreditor Agreement),

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

12. MISCELLANEOUS

September Monthly Management Accounts

12.1 Each Party acknowledges and confirms that:

- (A) the unaudited consolidated management accounts of the Group for the calendar month ended 30 September 2025 (the “**September Monthly Management Accounts**”) shall be delivered to (i) the Participants and the Creditor Advisers under the Core Lock-up Agreement (each as defined therein) and (ii) the Guarantee Provider Advisers under the EGF Lock-up Agreement (as defined therein) by 31 October 2025; and
- (B) for the avoidance of doubt, no breach, default, or event of default shall arise under the Core Lock-up Agreement or the EGF Lock-up Agreement (including, for the avoidance of doubt, under Clause 6.7(AA) of the Core Lock-up Agreement and Clause 6.4(U) of the EGF Lock-up Agreement) as a result of the September Monthly Management Accounts being delivered in accordance with paragraph (A) above.

Dutch Pledge

- 12.2 Each IF Participant hereby irrevocably and unconditionally waives any Default or Event of Default (each as defined in the Interim Facility) which might have occurred (or be asserted to have occurred) or may in the future occur (or be asserted to occur) under any provision of the Interim Facility in respect of potential non-compliance with the obligation to create effective Transaction Security (as defined in the Interim Facility) in favour of the Security Agent for the benefit of the Secured Parties (as defined in the Interim Facility) with the ranking and priority it is expressed to have pursuant to the Dutch law governed notarial deed of pledge of shares in the share capital of John Wood Group Holdings B.V. set out in row 8 of the table included in Part II of Schedule 12 (*Transaction Security*) of the Interim Facility (the “**Dutch Pledge**”). In addition, and solely arising as a result of the potential non-compliance of the Interim Facility as described in this Clause 12.2, each IF Participant hereby irrevocably and unconditionally waives any right it may have to be repaid under the Interim Facility, and agrees that no amount shall be due and payable, whether such right has arisen (or be asserted to have arisen) or may in the future arise (or be asserted to arise) under law or contract, and agrees that any amount advanced by the Interim Facility Lenders to the Borrower under the Interim Facility (as defined therein) shall constitute a Loan under and as defined in, and be governed by the repayment and other terms set out in, the Interim Facility notwithstanding potential non-compliance of the Interim Facility in the manner described in this Clause 12.2.
- 12.3 By signing this Deed, each Existing Creditor irrevocably and unconditionally waives any default, event of default or termination event (howsoever described) (including, for the avoidance of doubt any cross-default) which might have occurred (or be asserted to have occurred) or may in the future occur (or be asserted to occur) as a result of the matters described in Clause 12.2 above under the Core Debt Documents, the █████ Facility and the PNG Loan (to the extent that they are a party).
- 12.4 If either the Shareholder Scheme Court Meeting or the General Meeting has not been held by close of business on 17 November 2025, the Parent Company shall procure that John Wood Group Holdings Limited enters into a deed of pledge of shares substantially in the form of the Dutch Pledge in favour of the Security Agent for the benefit of the Secured Parties (as defined in the Interim Facility) on or prior to 8 December 2025 (or such other later date as agreed between the Parent Company and the Majority Lenders (as defined in the Interim Facility)).

13. CONFIRMATIONS

- 13.1 Each of the Existing Debt Documents and any document executed or entered into pursuant thereto in each case which has been executed or entered into prior to the A&E Effective Date shall continue in full force and effect save as expressly amended, amended and restated, or terminated pursuant to the terms of this Deed, any Amendment Agreement or any New Finance Document.
- 13.2 This Deed shall not prejudice or affect any liability of any party which may have arisen under the Existing Debt Documents prior to the A&E Effective Date or to waive or modify any obligation thereunder to the extent that it was to be performed or observed at any time prior to the A&E Effective Date.
- 13.3 Each Existing Obligor confirms and acknowledges that, except as expressly provided for in this Deed, the Lock-up Agreements, the Amendment Agreements, the Amended and Restated Finance Documents and the New Finance Documents, the obligations of the Existing Obligors under the Existing Debt Documents will continue in full force and effect, and are not in any way suspended, terminated or discharged, notwithstanding the occurrence of the A&E Effective Date.

14. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

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

- 14.2 Upon a Plan B Trigger Event occurring, the Parent Company shall promptly notify all Parties under this Deed as well as the Escrow Agent of the occurrence of the Plan B Trigger Event.

15. TRANSFERS OR ASSIGNMENTS

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

- (A) such transfer is made in accordance with the terms of the relevant Existing Debt Document;
- (B) any transferee or assignee accedes to this Deed on or prior to the date of the A&E Trigger Event Notice; and
- (C) to the extent such Existing Creditor is an NTL Participant, they, prior to the date of the A&E Trigger Event Notice, (i) update the percentage marked against the Existing Creditor's Instruments recorded in the Existing Creditor's NTL Commitment Letter and (ii) procure that the transferee or assignee confirms the percentage of the Instruments that will apply to the relevant transferred or assigned participations.

- 15.2 Each Existing Creditor undertakes not to transfer or assign a participation in an Existing Debt Document at any time in the period commencing on the date of the A&E Trigger Event Notice and ending on the A&E Effective Date.

- 15.3 Each IF Participant undertakes to procure that, in respect of any transfer or assignment of an IF Commitment at any time in the period commencing on the Effective Date and ending on the date of the A&E Trigger Event Notice:

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

- 15.4 Each IF Participant undertakes not to transfer any IF Commitment at any time in the period commencing on the date of the A&E Trigger Event Notice and ending on the A&E Effective Date.

16. AUTHORISATION AND CONSENT

- 16.1 Each Party who is also a party to an Existing Debt Document hereby consents to the implementation of the transactions contemplated by this Deed.

- 16.2 Each of:

- (A) the RCF Creditors instruct the RCF Agent to enter into this Deed and any other relevant A&E Implementation Document and any other document specifically contemplated by this Deed and any A&E Implementation Document to be entered into by the RCF Agent;

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

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

16.3 Each of the IF Participants instruct:

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

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

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

17. RELEASES IN CONNECTION WITH THE A&E TRANSACTION

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

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

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

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

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

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

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

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

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

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

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

- (B) waive each and every claim the Releasing Parties may have against any of the other Releasing Parties,

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

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

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

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

- 17.6 Each release, waiver and discharge effected by the terms of Clause 17.1 to 17.5 above shall not extend to:

- (A) any liability arising out of or resulting from wilful misconduct, gross negligence or fraud (or any claim relating to such liability);
- (B) any claims or liability arising out of or in connection with (including any Default or Event of Default (as defined in the Amended and Restated Finance Documents or New Finance Documents) occurring in connection with) any breach by any Relevant Group Entity of, or any Released Person causing any Relevant Group Entity to breach, any terms of the A&E Implementation Documents, any Amended and Restated Finance Documents or any New Finance Documents or any documents entered into pursuant to the foregoing, including taking, encouraging, assisting or supporting any action which would or would reasonably be expected to cause or encourage any Relevant Group Entity to breach any terms of such documents, and including any misrepresentation or breach of warranty under the relevant documents;
- (C) any claims in respect of the payments to be made by the Parent Company pursuant to Clause 20.1 of this Deed;
- (D) in the case of Clause 17.3, any liability or obligations of the Releasing Parties under the A&E Implementation Documents or the Amended and Restated Finance Documents; and

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

18. TERMINATION

- 18.1 Subject to Clause 19 (*Survival*), this Deed will terminate automatically and without the need for any further action by or on behalf of any person or Party if the A&E Effective Date has not occurred on or before the Long-Stop Date.
- 18.2 This Deed will terminate automatically and without the need for any further action by or on behalf of any person or Party if the Core Lock-up Agreement terminates other than in accordance with clause 11.2(E) of the Core Lock-up Agreement.
- 18.3 In the event of the termination of this Deed under this Clause 18, the Parties reserve any and all rights and remedies they may have against any of the other Parties which have accrued or arisen prior to the Termination Date and agree that after the Termination Date, they may enforce those rights and remedies to their full extent notwithstanding the termination of this Deed or any term to the contrary contained herein.
- 18.4 If this Deed terminates in accordance with its terms prior to the occurrence of the A&E Effective Date then the Parties agree:
- (A) that any of the steps completed or actions taken under this Deed prior to termination will be deemed not to have been completed or taken and shall have no legal or binding effect (in law or otherwise) and will be deemed to be null and void and to have never occurred pursuant to this Deed; and
- (B) following termination, to the extent permitted by law, to take such steps necessary or desirable to reverse any steps already taken in contemplation of the implementation of the A&E Transaction provided that no Party shall be required to incur any material out-of-pocket costs or expenses unless the Parent Company has agreed in writing to meet those costs or expenses.

19. SURVIVAL

The rights (and obligations) of the Parties under Clause 4 (*Steps preceding the Effective Date*), Clause 12 (*Miscellaneous*), Clause 17 (*Releases in connection with the A&E Transaction*), this Clause 19 and Clauses 22 (*Notices*) to 29 (*Bail-in powers*)

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 Deed 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.

Governing Law and Jurisdiction), and the rights and obligations of the Parties in respect of breaches of this Deed which have accrued prior to the Termination Date shall, in each case, continue notwithstanding the occurrence of the Termination Date.

20. COSTS AND EXPENSES

- 20.1 The Parent Company must pay or procure the payment of all outstanding invoices issued by the Creditor Legal Advisers, the Local Legal Advisers, the Creditor Financial Advisers, the RCF Agent, the Term Loan Agent and the Security Agent (i) on or prior to 5pm on the date falling three Business Days after the occurrence of the A&E Effective Date and (ii) from time to time in connection with taking any steps in connection with Clause 11 (*Conditions Subsequent*).

21. FURTHER ASSURANCE

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

22. NOTICES

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

- (A) in the case of notices to the Parent Company and each Relevant Group Entity, sent by e-mail to [REDACTED];
- (B) in the case of notices to the RCF Creditors, sent by e-mail to the relevant Creditor Legal Adviser, being: [REDACTED] and [REDACTED];
- (C) the Term Loan Creditors, sent by e-mail to the relevant Creditor Legal Adviser, being: [REDACTED] and [REDACTED];
- (D) the NPA Creditors, sent by e-mail to the relevant Creditor Legal Adviser, being: [REDACTED];
- (E) in the case of the EGF Participants, sent by e-mail to the relevant Creditor Legal Adviser, being [REDACTED] and [REDACTED];
- (F) in the case of the NTL Participants, sent by e-mail to the relevant Creditor Legal Advisers, being [REDACTED], [REDACTED], and [REDACTED];
- (G) in the case of the IF Participants, sent by e-mail to the relevant Creditor Legal Advisers, being [REDACTED], [REDACTED] and [REDACTED];

- (H) in the case of notices to [REDACTED], sent by e-mail to [REDACTED] and [REDACTED];
- (I) in the case of notices to the PNG Creditor, sent by e-mail to [REDACTED] and [REDACTED];
- (J) in the case of the RCF Agent, the Term Loan Agent, the EGF Agent and the NTL Agent, sent by e-mail to [REDACTED] and [REDACTED];
- (K) in the case of the Security Agent, sent by e-mail to [REDACTED];
- (L) in the case of the IF Agent, sent by e-mail to [REDACTED] and [REDACTED];
- (M) in the case of the IF Security Agent, sent by e-mail to [REDACTED];
- (N) in the case of the Bank Financial Adviser, sent by e-mail to [REDACTED]; and
- (O) in the case of the USPP Financial Adviser, sent by e-mail to [REDACTED].

22.2 Any notice sent by e-mail will be effective at the time of sending.

23. SPECIFIC PERFORMANCE

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

24. COUNTERPARTS

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

25. RIGHTS OF THIRD PARTIES

- 25.1 Unless otherwise provided in this Deed, no person who is not a Party shall have any right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce any term of this Deed.
- 25.2 Notwithstanding any terms of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

- 25.3 Each of the Advisers and the Local Legal Advisers may, subject to this Clause 25 and the Third Parties Act, rely on any Clause of this Deed which expressly confers rights on it.
- 25.4 Each Released Person and each Releasing Party (to the extent not a party to this Deed) may, subject to this Clause 25 and the Third Parties Act, rely on any Clause of this Deed which expressly confers rights on it.

26. AMENDMENTS AND WAIVERS

- 26.1 Subject to Clauses 26.2 and 26.3 below, this Deed, including the form of any of its Schedules, may be amended or waived only with the prior written consent of all the Parties.
- 26.2 This Deed, including the forms of any of its Schedules, may be amended or waived by the Parent Company and:
- (A) in the case of any such amendment or waiver which is minor, technical or administrative in nature or required to correct an error, the Majority Creditors;
 - (B) without prejudice to paragraph (A) above, in the case of any other amendment, the Super Majority Creditors unless such amendment or waiver amends or waives any provision of any A&E Implementation Document scheduled to this Deed in such a way that, were all the A&E Implementation Documents to be effective, it would require the consent of all creditors under any of the New Finance Documents, in which case such amendment or waiver may only be made with the prior written consent of all RCF Creditors, Term Loan Creditors and NPA Creditors that are Party to this Deed.
- 26.3 An amendment or waiver which relates to the rights or obligations of an Administrative Party may not be effected without the prior written consent of that Administrative Party.
- 26.4 The Parent Company shall notify each Party to this Deed when any amendment or waiver of this Deed is made pursuant to and in accordance with this Clause 26.
- 26.5 An amendment or waiver referred to in this Clause 26 (*Amendments and Waivers*) shall become effective and binding on all other Parties on receipt of the requisite consents by the Parent Company.

27. PARTIAL INVALIDITY

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

28. NO LIABILITIES

The Administrative Parties are parties to this Deed solely for the purposes of giving effect to the authorisations, instructions and directions from the Parties pursuant to this Deed and shall incur

no liability to any person for so doing except in the case of fraud, wilful misconduct or gross negligence.

29. BAIL-IN POWERS

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 Deed 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.

30. GOVERNING LAW AND JURISDICTION

- 30.1 This Deed and any non-contractual obligations arising out of or in connection with this Deed shall be governed by, and shall be construed in accordance with, English law.
- 30.2 Each Party hereby irrevocably agrees for the exclusive benefit of the other Parties hereto that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Deed (whether contractual or otherwise) and that accordingly any suit, action or proceeding arising out of or in connection with this Deed (in this Clause 29 referred to as "**Proceedings**") may be brought in such courts.
- 30.3 Each Party hereto irrevocably waives (and irrevocably agrees not to raise) any objection which it may have now or hereafter to the laying of the venue of any Proceedings in the courts referred to in this Clause 30 and any claim that any such Proceedings have been brought in an inconvenient forum and undertakes not to attempt or apply to have any such Proceedings which are brought in such court stayed, suspended or dismissed on any ground as is referred to above, and further irrevocably agrees that a judgment in any Proceedings brought in the courts referred to in this Clause 30 shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.
- 30.4 Nothing contained in Clause 30.2 above shall limit any right to take any Proceedings against any of the Parties hereto in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.

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

Schedule 1
Parties

Part A
Existing Obligors

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

Part B
New Obligors

New Obligor	Registration number (or equivalent, if any), and jurisdiction of incorporation or establishment
Wood Group UK Limited	SC296737 (Scotland)
Wood Group USA, Inc.	801706440 (Texas, USA)
Wood Canada Limited Wood Canada Limitée	1260467-1 (Canada)
Wood Group Norway AS	976 802 357 (Norway)
Wood Chile Limitada	76.938.030-2 (Chile)
Amec Foster Wheeler International Limited	03203966 (England)
JWG Investments Limited	SC484872 (Scotland)
Wood Contract Services LLC	6887869 (Delaware, USA)
Wood Iberia S.L.U.	B28138733 (Spain)
Amec Foster Wheeler Energia S.L.U.	B83550236 (Spain)
Mustang International, Inc.	803186356 (Texas, USA)
Wood Group PSN, Inc.	C28787-2003 (Nevada, USA)
PSN Asia Limited	SC317111 (Scotland)
Wood and Company Limited	01580678 (England)
Amec Foster Wheeler USA Corporation	797215 (Delaware, USA)

Wood Group Alaska, LLC	6285793 (Delaware, USA)
Amec Foster Wheeler (Holdings) Limited	00163609 (England)
Wood Group Support Services, Inc.	E0121642008-4 (Nevada, USA)
Wood International Limited	10517856 (England)
Amec Foster Wheeler North America Corp.	2318449 (Delaware, USA)
Wood Group Limited	SC278251 (Scotland)
Wood Group Canada, Inc.	2021618034 (Canada)
Wood Group Engineering (North Sea) Limited	SC030715 (Scotland)
Amec Foster Wheeler Group Limited	04612748 (England)
Amec Foster Wheeler Energy Limited	01361134 (England)
Mustang Engineering Limited	SC273548 (Scotland)
Amec Foster Wheeler Industrial Power Company, Inc.	6136167 (Delaware, USA)
Automated Technology Group Holdings Limited	07871655 (England)
John Wood Group Holdings B.V.	33288422 (Netherlands)
Wood Group Engineering & Operations Support Limited	SC159149 (Scotland)
AFW Finance 2 Limited	09861575 (England)
Amec Foster Wheeler Asia Pacific Pte. Ltd.	200506238H (Singapore)
Wood Group International Services Pte. Ltd.	201005375M (Singapore)

Foster Wheeler Energy Corporation	797216 (Delaware, USA)
Swaggart Brothers, Inc.	101931-91 (Oregon, USA)
Swaggart Logging & Excavation, LLC	102908-98 (Oregon, USA)
Wood Transmission and Distribution Limited	11829648 (England)
John Wood Group Finance Limited	16626069 (England)
John Wood Group Funding Limited	16625068 (England)

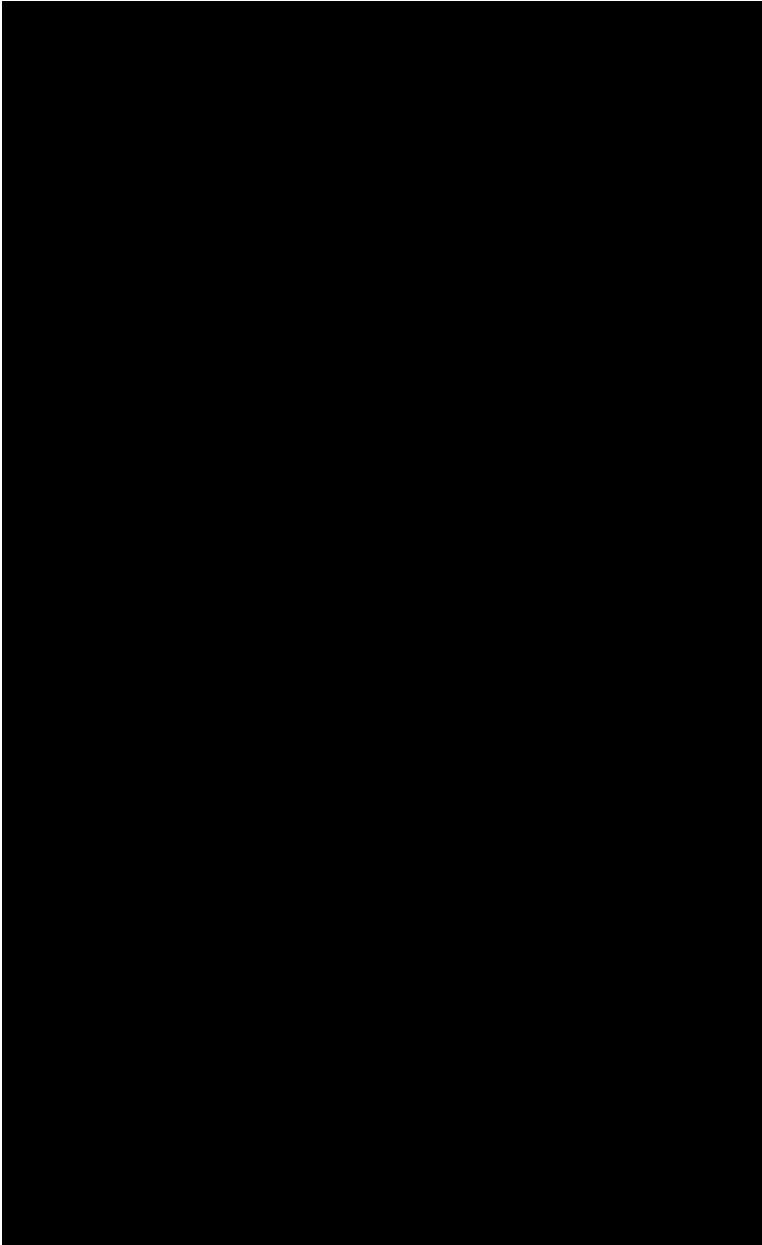
Part C
Security Providers

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

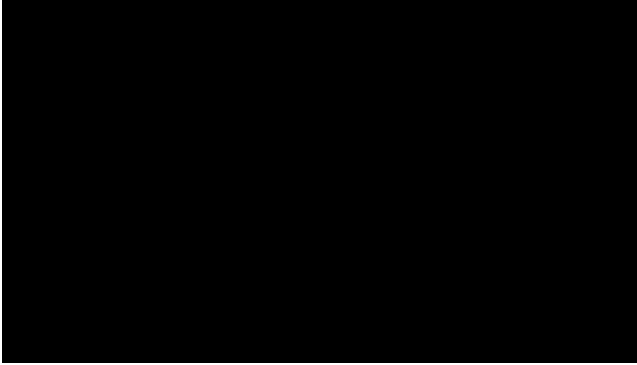
23. Wood Transmission and Distribution Limited
24. Wood Group US Holdings, Inc.
25. Wood Group USA, Inc.
26. Wood Contract Services LLC
27. Mustang International, Inc.
28. Wood Group PSN, Inc.
29. Amec Foster Wheeler USA Corporation
30. Wood Group Alaska, LLC
31. Wood Group Support Services, Inc.
32.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

- 47. Wood UK Limited
- 48. JWGUSA Holdings, Inc.
- 49. Foster Wheeler Inc.
- 50. John Wood Group Finance Limited
- 51. John Wood Group Funding Limited
- 52. Foster Wheeler Europe
- 53. Foster Wheeler Energy Corporation
- 54. Foster Wheeler LLC

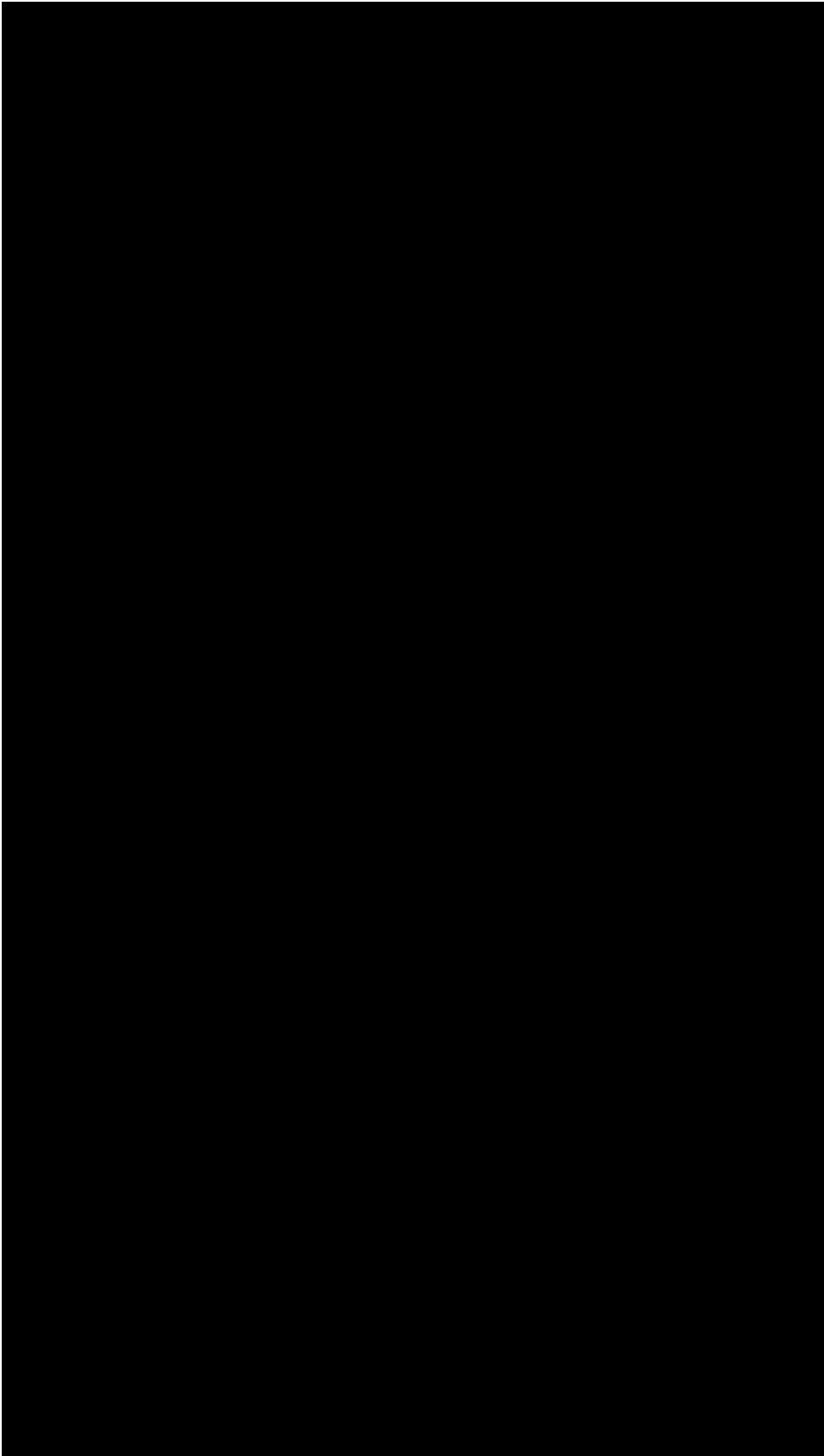
Part D
RCF Creditors

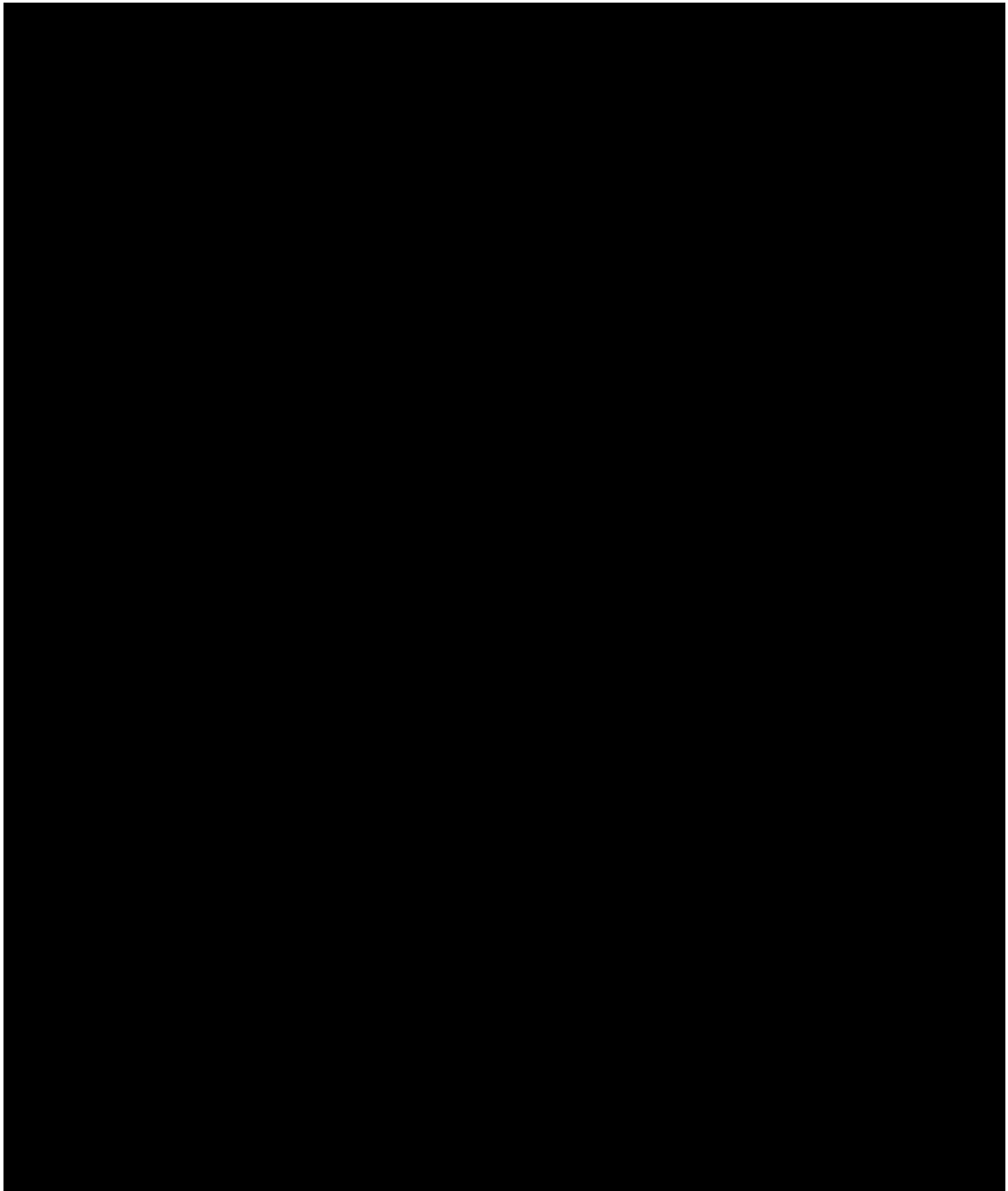


Part E
Term Loan Creditors

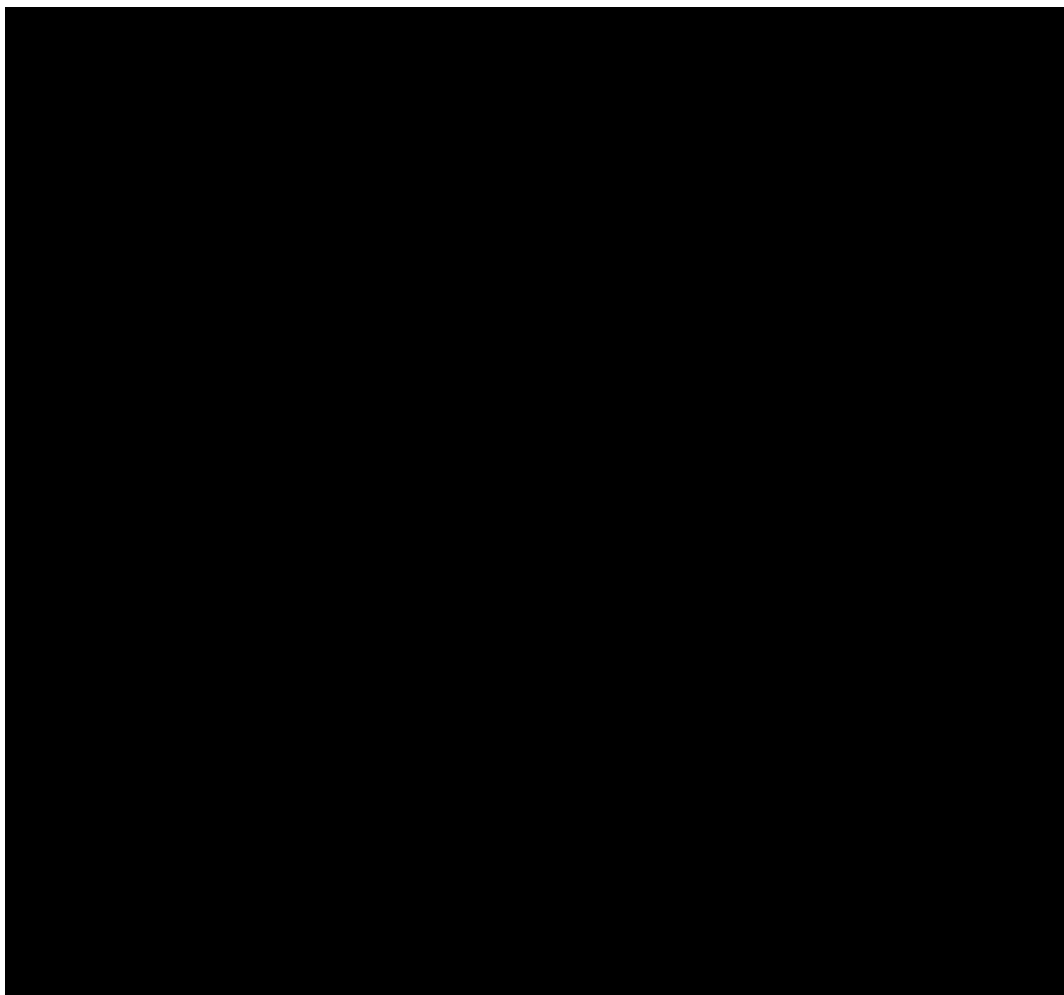


Part F
NPA Holders

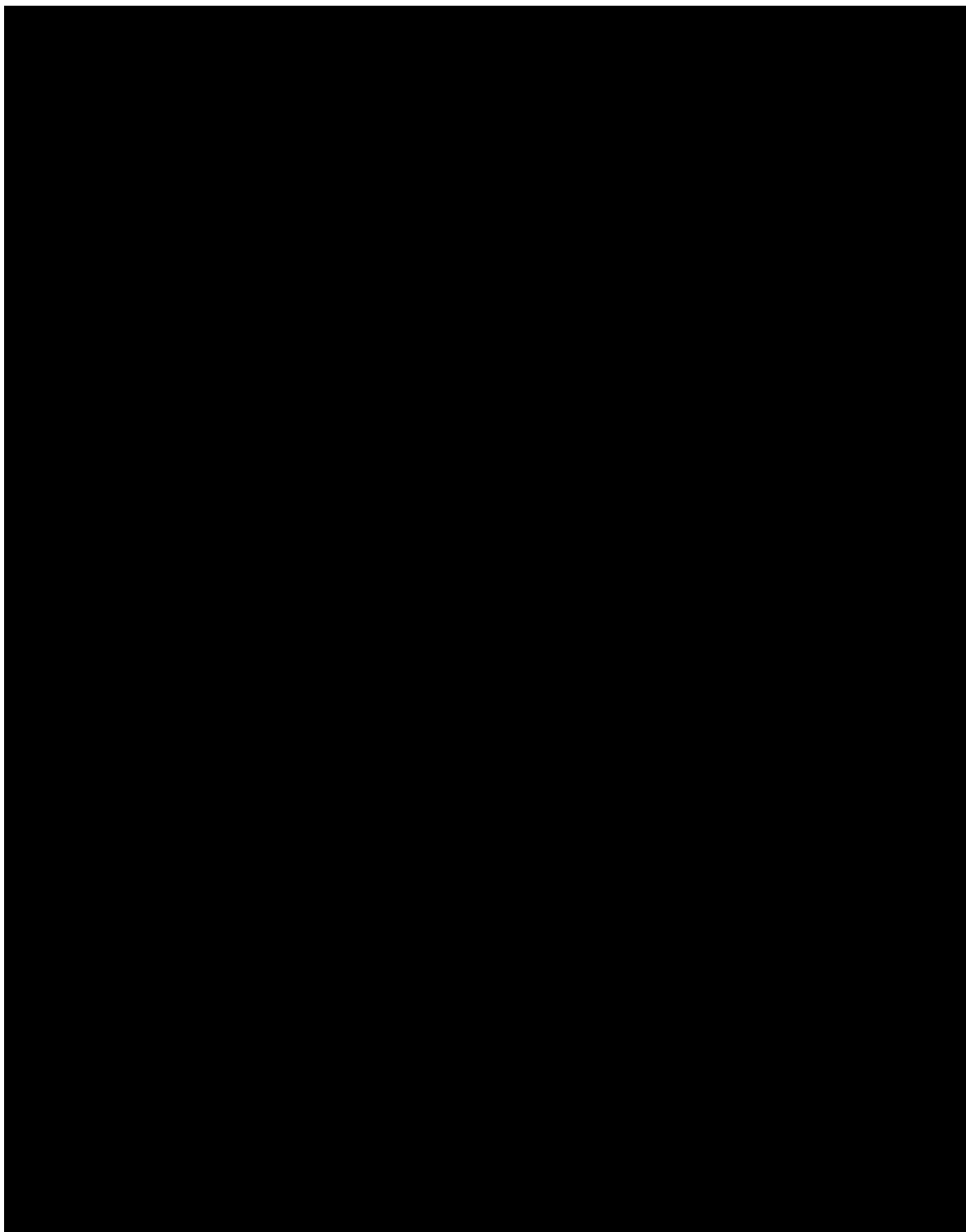




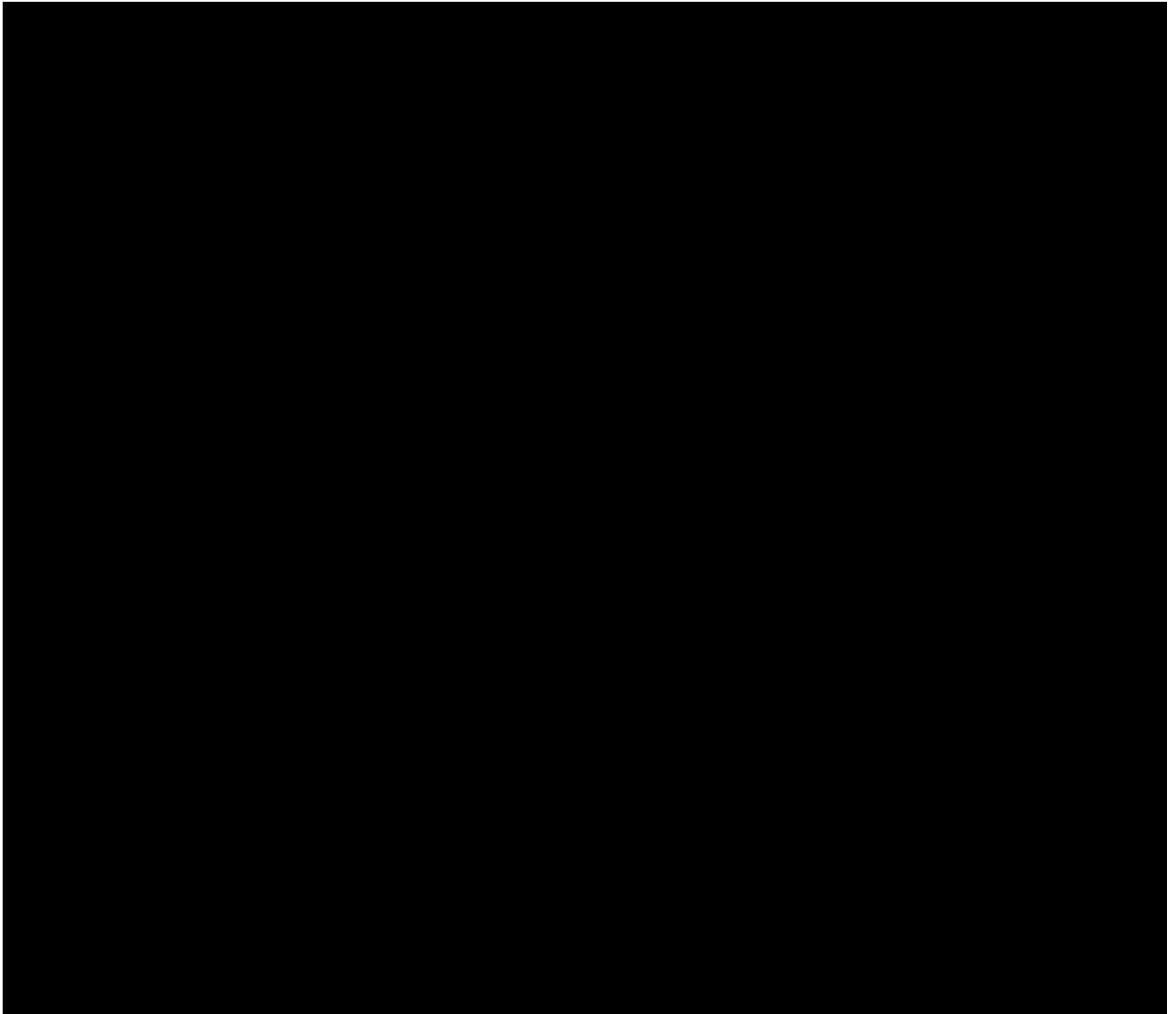
Part G
EGF Participants



Part H
NTL Participants



Part I
IF Participants



Schedule 2
Conditions Precedent and Conditions Subsequent

Part A
Conditions Precedent Documents

For purposes of this Schedule 2 (*Conditions Precedent and Conditions Subsequent*), where a defined term is used but not defined in this Deed, that defined term has the meaning given to it in the A&E Implementation Documents and the Amended and Restated Finance Documents.

1. Corporate documentation and authorisations

- a) A certified copy of the constitutional documents, the certificate of incorporation (or other similar formation document), and any certificate(s) of incorporation on change of name of each Obligor, each Security Provider and the PNG Loan Counterparty, and in relation to:
 - a. each Obligor incorporated in Spain, a literal certificate (*certificación literal*) issued by the relevant Spanish Commercial Registry, certifying its (i) due incorporation and valid existence (*certificación de constitución y existencia*), (ii) updated by-laws Registry (*certificación de estatutos actualizados y consolidados*), (iii) composition of its governing body (*certificación de composición del órgano de administración*), (iv) lack of causes of liquidation or winding-up (*certificación de ausencia de causas de liquidación o disolución*), and (v) lack of special situations (*ausencia de situaciones especiales*), relating to it;
 - b. each Obligor incorporated in Italy, i) a copy of the deed of incorporation (*atto costitutivo*), ii) a copy of the current by-laws (*statuto*) in force as at the date of delivery, iii) a copy of a historical certificate ("*visura storica*") dated as of the A&E Effective Date, and iv) a certificate of registration (*certificato di vigenza*) with the relevant Italian Companies' Register, dated as of the A&E Effective Date, mentioning no commencement of any insolvency procedures affecting such Obligor incorporated in Italy; and
 - c. each Obligor incorporated in Chile, i) certified copies of the constitutional and bylaws documents and ii) incorporation certificate (*certificado de inscripción con vigencia*).
- b) A copy of a resolution (or, in the case of an Obligor incorporated in Australia, an extract thereof) of the board of directors (or, if applicable, the competent equivalent authority) of each Obligor and each Security Provider:
 - a. approving the terms of, and the transactions contemplated by this Deed, the A&E Implementation Documents (including all A&E Security Documents) and the Amended and Restated Finance Documents to which it is or will be a party and resolving that it execute, deliver and perform the A&E Implementation Documents (including all A&E Security Documents) to which it is or will be a party;
 - b. authorising a specified person or persons to execute this Deed and the A&E Implementation Documents (including all A&E Security Documents) to which it is or will be a party on its behalf; and
 - c. authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including any utilisation request) to be signed and/or

despatched by it under or in connection with this Deed and the A&E Implementation Documents (including all A&E Security Documents) to which it is or will be a party.

- c) To the extent required by its constitutional documents or applicable law, a copy of a resolution signed by all of the holders of the issued or allotted shares (or other equity interests as applicable) in each Obligor and each Security Provider (other than the Parent Company) who are entitled to vote on such resolution approving the terms of, and the transactions contemplated by this Deed and the A&E Implementation Documents (including all A&E Security Documents) and the Amended and Restated Finance Documents to which it is or will be a party.
- d) A specimen of the signature of each person authorised in accordance with paragraph 1(b) above on behalf of each Obligor and each Security Provider to execute or witness the execution of this Deed, any A&E Implementation Document (including all A&E Security Documents) to which it is or will be a party, or to sign or send any document or notice in connection with this Deed and any A&E Implementation Document (including any A&E Security Document) to which it is or will be a party.
- e) A certificate of each Obligor and each Security Provider addressed to the RCF Agent, the Term Loan Agent, the NPA Creditors, the EGF Agent and the NTL Agent:
 - a. confirming that the execution of and assumption of obligations under the A&E Implementation Documents (including all A&E Security Documents) to which it is or will be a party, including borrowing, guaranteeing or securing, as appropriate, the Secured Obligations (as defined in the Intercreditor Agreement), does not and will not breach any borrowing, guarantee, security or any other similar limit binding on that Obligor or Security Provider; and
 - b. certifying that each copy document specified in this Schedule 2 (*Conditions Precedent and Conditions Subsequent*) is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the A&E Effective Date.
- f) In respect of each Obligor incorporated in the Netherlands:
 - a. an up-to-date extract from the Dutch trade register (*handelsregister*) relating to it dated no earlier than the A&E Effective Date;
 - b. a copy of a resolution of its general meeting of shareholders approving the execution of, and the terms of, and the transactions contemplated by, the A&E Implementation Documents (including all A&E Security Documents) and the Amended and Restated Finance Documents to which the relevant Obligor is or will be a party;
 - c. a copy of a resolution of its board of supervisory directors (if any) approving the execution of, and the terms of, and the transactions contemplated by, the A&E Implementation Documents (including all A&E Security Documents) and the Amended and Restated Finance Documents to which the relevant Obligor is or will be a party;
 - d. evidence of positive or neutral advice of any works council which has advisory rights in respect of the entry into and performance of the transactions contemplated in the A&E Implementation Documents (including all A&E Security Documents) and the Amended and Restated Finance Documents to which the relevant Obligor is or will be a party which, if conditional, contains conditions that can reasonably be complied with and

would not cause a breach of any term of any A&E Implementation Document (including any A&E Security Document) or Amended and Restated Finance Document (as applicable).

- g) In respect of the Dutch Share Pledge, copies of signed powers of attorney granted by John Wood Group Holdings B.V., John Wood Group Holdings Limited and the Security Agent to certain employees of Linklaters LLP Amsterdam office.
- h) In respect of each Obligor and Security Provider that is organised in the US:
 - a. a certificate of the chief financial officer, treasurer or assistant treasurer of such Obligor or of the Group (or, if there is no such officer, then an executive officer of such Obligor or of the Group acceptable to the Agent in its sole discretion), in form and substance reasonably satisfactory to the Agent, certifying as to the solvency of such Obligor or Security Provider after consummation of the transactions contemplated by the A&E Implementation Documents (including all A&E Security Documents) and the Amended and Restated Finance Documents to which it is or will be a party; and
 - b. a certificate confirming the existence and good standing (including verification of tax status, if generally available) of such Obligor or such Security Provider (as applicable) from the appropriate governmental authorities in such Obligor's or such Security Provider's jurisdiction of organisation issued not more than five Business Days prior to the A&E Effective Date; and
 - c. customary UCC lien search reports with respect to each Obligor or Security Provider which is or will be a party to any A&E Implementation Documents (including any A&E Security Document) and the Amended and Restated Finance Documents governed by any US law.
- i) In respect of each Obligor and Security Provider that is organised in Canada:
 - a. a certificate of status (or equivalent) issued by the applicable government agency in such Obligor's or Security Provider's jurisdiction of formation; and
 - b. customary Personal Property Registry searches relating to such Obligor and Security Provider in each jurisdiction applicable to such Obligor or Security Provider.
- j) A certificate of the Parent Company (signed by a director) confirming:
 - a. that the aggregate EBITDA and aggregate revenue from continuing operation of the Original Guarantors other than the Parent Company represents not less than 80 per cent of the consolidated EBITDA of the Group and consolidated aggregate revenue from continuing operations of the Group; and
 - b. the list of Material Subsidiaries (as determined by reference to the Original Financial Statements (as defined in the Amended and Restated RCF).

2. A&E Implementation Documents

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

- (a) this Deed;
- (b) each Amendment Agreement (in each case, appending an execution version of the relevant Amended and Restated Finance Document);
- (c) each New Finance Document;
- (d) the Global Deed of Release, together with each of the release documents listed in schedule 3 (*Release documents*) thereunder required to be delivered on the A&E Effective Date; and
- (e) the Escrow Agreement.

3. A&E Effective Date Security Documents

- a) A copy of each of the following A&E Effective Date Security Documents duly executed by each party to it in accordance with Clause 7.1 of this Deed to be delivered in accordance with Clause 9.2 of this Deed:

	A&E Effective Date Security Document	Name of Security Providers	Governing law
1.	All asset security agreement	i. Amec Foster Wheeler Limited ii. Amec Foster Wheeler International Limited iii. Wood and Company Limited iv. Amec Foster Wheeler (Holdings) Limited v. Wood International Limited vi. Amec Foster Wheeler Group Limited vii. Amec Foster Wheeler Energy Limited viii. Automated Technology Group Holdings Limited ix. AFW Finance 2 Limited x. Wood Transmission and Distribution Limited xi. John Wood Group Finance Limited xii. John Wood Group Funding Limited	English law
2.	Share pledge	i. John Wood Group Holdings Limited ii. Wood Group Engineering & Operations Support Limited iii. Foster Wheeler Europe	English law
3.	Fixed charge over bank accounts and assignment of intragroup receivables	i. Wood Iberia S.L.U. ii. Amec Foster Wheeler Asia Pacific Pte. Ltd.	English law
4.	Security agreement in respect of bank accounts	i. John Wood Group Finance Limited ii. John Wood Group Funding Limited	English law
5.	Security agreement in respect of	i. John Wood Group PLC	English law

	insurance and contractual rights		
6.	Fixed change over bank accounts	i. Wood Group UK Limited ii. John Wood Group PLC iii. Wood Group Holdings (International) Limited	English law
7.	All asset security agreement	i. John Wood Group PLC ii. John Wood Group Holdings Limited iii. JWGUSA Holdings Limited iv. WGPSN (Holdings) Limited v. Wood Group Holdings (International) Limited vi. Wood Group Investments Limited vii. PSN Asia Limited viii. Wood Group Engineering (North Sea) Limited ix. Wood Group Limited x. Wood Group UK Limited xi. Wood Group Engineering & Operations Support Limited xii. JWG Investments Limited xiii. Mustang Engineering Limited	Scots law
8.	Statutory pledge over shares	i. John Wood Group PLC ii. John Wood Group Holdings Limited iii. JWGUSA Holdings Limited iv. WGPSN (Holdings) Limited v. Wood Group Investments Limited vi. Wood Group Engineering & Operations Support Limited	Scots law
9.	Charge over receivables	Chargors: i. AFW Finance 2 Limited ii. Wood International Limited iii. Amec Foster Wheeler Group Limited iv. Wood Chile Limitada v. Wood Canada Limited vi. Amec Foster Wheeler Energia S.L.U. vii. Wood Group Norway AS viii. John Wood Group Holdings B.V. ix. Amec Foster Wheeler International Limited x. Amec Foster Wheeler Asia Pacific Pte. Ltd. Parties acknowledging intimation: i. Wood International Limited ii. AFW Finance 2 Limited iii. AMEC Foster Wheeler Limited iv. Wood Group Holdings (International) Limited	Scots law

		v. John Wood Group PLC vi. Wood Group International Services Pte. Ltd. vii. Wood Group Investments Limited viii. AMEC Foster Wheeler Group Limited ix. AMEC Foster Wheeler Energy Limited x. Wood Group Australia Pty Limited xi. AMEC Foster Wheeler International Limited xii. Wood Group US Holdings, Inc. xiii. Wood Contract Services LLC xiv. AMEC Foster Wheeler Asia Pacific Pte. Ltd. xv. John Wood Group Holdings Limited	
10.	Fixed charge over bank accounts	i. Wood Transmission and Distribution Limited	Scots law
11.	Pledge and security agreement in respect of the equity of the Obligors incorporated in the US and substantially all assets of the Obligors incorporated in the US	i. Amec Foster Wheeler Industrial Power Company, Inc. ii. Amec Foster Wheeler North America Corp. iii. Amec Foster Wheeler USA Corporation iv. Foster Wheeler Energy Corporation v. Mustang International, Inc. vi. Swaggart Brothers, Inc. vii. Swaggart Logging & Excavation, LLC viii. Wood Contract Services LLC ix. Wood Group Alaska, LLC x. Wood Group PSN, Inc. xi. Wood Group Support Services, Inc. xii. Wood Group USA, Inc. xiii. Wood Group US Holdings, Inc. xiv. Foster Wheeler Inc. xv. Foster Wheeler LLC xvi. JWGUSA Holdings, Inc.	New York law
12.	Multi-Party General Security Agreement	i. Wood Canada Limited ii. Wood Group Canada, Inc.	Laws of Alberta, Canada
13.	Securities pledge	i. Wood Group Holdings (International) Limited	Laws of Alberta, Canada
14.	Securities pledge	i. Wood UK Limited	Laws of Alberta, Canada
15.	Security agreement in respect of accounts, intercompany loans, insurances, trade receivables,	i. Wood Group Norway AS	Norwegian law

	inventory and operating assets		
16.	Share pledge	i. Wood Group Investments Limited	Norwegian law
17.	Share security deed ("Share Charge – Australia")	i. Wood Group Holdings (International) Limited	Laws of Victoria and the Commonwealth of Australia
18.	Omnibus deed of pledge over assets	i. John Wood Group Holdings B.V.	Dutch law
19.	Debenture	i. Amec Foster Wheeler Asia Pacific Pte. Ltd. ii. Wood Group International Services Pte. Ltd.	Singapore law
20.	Share security agreement	i. Wood International Limited ii. PSN Overseas Limited	Singapore law

- b) A copy of the following A&E Effective Date Security Document duly executed by each party to it in accordance with Clause 7.1 of this Deed to be delivered in accordance with Clause 6.7 of this Deed, provided that on or prior to the deadline stipulated in Clause 6.6 of this Deed the Italian GP Clearance has been received:

	A&E Effective Date Security Document	Name of Security Providers	Governing law
21.	Bank account pledge agreement	Wood Italiana S.r.l.	Italian law

- c) A copy of the following A&E Effective Date Security Documents duly executed by each party in accordance with Clause 7.1 of this Deed to be delivered in accordance with Clause 6.7 of this Deed, provided that on or prior to the deadline stipulated in Clause 6.6 of this Deed the Australian Whitewash Procedure has been completed:

	A&E Effective Date Security Document	Name of Security Providers	Governing law
22.	General security deed ("Australian General Security Agreement")	i. Wood Group Australia Pty Limited ii. Wood Australia Pty Ltd	Laws of Victoria and the Commonwealth of Australia
23.	Fixed charge over bank accounts ("Bank Account")	i. Wood Group Australia Pty Limited	English law

	Charge")		
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- d) A copy of all notices and acknowledgements required to be delivered under the A&E Effective Date Security Documents executed by any Obligor or Security Provider and all filings and/or documents required to be delivered (whether as copy or original), made or executed under the terms of those A&E Effective Date Security Documents.
- e) A copy of all letters of authorisation and confirmation addressed to Linklaters Singapore Pte. Ltd. duly signed by each of Amec Foster Wheeler Asia Pacific Pte. Ltd. and Wood Group International Services Pte. Ltd. in relation to each A&E Security Document to which each entity is a party.
- f) Provided that on or prior to the deadline stipulated in Clause 6.6 of this Deed the Australian Whitewash Procedure has been completed:
 - a. A certified copy of the constitutional documents, the certificate of incorporation (or other similar formation document), and any certificate(s) of incorporation on change of name of Wood Group Australia Pty Limited and Wood Australia Pty Ltd (the "**Australian Obligors**").
 - b. A copy of a resolution (or an extract thereof) of the board of each of the Australian Obligors:
 - 1) approving the terms of, and the transactions contemplated by this Deed, the A&E Implementation Documents (including all A&E Security Documents) and the Amended and Restated Finance Documents to which it is or will be a party and resolving that it execute, deliver and perform the A&E Implementation Documents (including all A&E Security Documents) to which it is or will be a party;
 - 2) authorising a specified person or persons to execute this Deed and the A&E Implementation Documents (including all A&E Security Documents) to which it is or will be a party on its behalf; and
 - 3) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including any utilisation request) to be signed and/or despatched by it under or in connection with this Deed and the A&E Implementation Documents (including all A&E Security Documents) to which it is or will be a party.
 - c. A specimen of the signature of each person authorised in accordance with paragraph 1(b) above on behalf of each Australian Obligor to execute or witness any A&E Implementation Document (including all A&E Security Documents) to which it is or will be a party, or to sign or send any document or notice in connection with this Deed and any A&E Implementation Document (including any A&E Security Document) to which it is or will be a party.
 - d. A certificate of each Australian Obligor addressed to the RCF Agent, the Term Loan Agent, the NPA Creditors, the EGF Agent and the NTL Agent:

- 1) confirming that the execution of and assumption of obligations under the A&E Implementation Documents (including all A&E Security Documents) to which it is or will be a party, including borrowing, guaranteeing or securing, as appropriate, the Secured Obligations (as defined in the Intercreditor Agreement), does not and will not breach any borrowing, guarantee, security or any other similar limit binding on that Australian Obligor; and
- 2) certifying that each copy document specified in this Schedule 2 (Conditions Precedent and Conditions Subsequent) is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the A&E Effective Date.

e. A certificate (signed by a director) confirming that:

- 1) it is not prevented by Chapter 2E or any other provision of the Corporations Act 2001 (Cth) of Australia from entering into and performing any of the A&E Implementation Documents (including all A&E Security Documents) and Amended and Restated Finance Documents to which it is or will be a party; and
- 2) it is solvent (as defined in the Corporations Act 2001 (Cth) of Australia) and will not become insolvent (as defined in the Corporations Act 2001 (Cth) of Australia) by execution or performance of the A&E Implementation Documents (including all A&E Security Documents) and the Amended and Restated Finance Documents to which it is or will be a party; and
- 3) documentary evidence in form and substance satisfactory to the Security Agent that to the extent the transactions contemplated by the A&E Implementation Documents (including all A&E Security Documents) to which it is or will be a party constitutes financial assistance, it has completed the Australian Whitewash Procedure in compliance with Part 2J.3 (including section 260B) of the Australian Corporations Act.

For the purposes of this Schedule 2 (*Conditions Precedent and Conditions Subsequent*):

“A&E Italian Guarantor Accession Deed” mean the English-law governed guarantor accession deed to be entered into by Wood Italiana S.r.l., as acceding guarantor, and the Security Agent.

“A&E Australian Guarantor Accession Deeds” mean the English-law governed guarantor accession deed to be entered into by Wood Group Australia Pty Limited and Wood Australia Pty Limited as acceding guarantors, and the Security Agent.

“Australian Whitewash Procedure” means, in relation to Wood Group Australia Pty Limited and Wood Australia Pty Limited, the financial assistance whitewash procedures contemplated in section 260B of the *Corporations Act 2001* (Cth) in accordance with applicable laws, lodgement of all required documents and forms with the Australian Securities and Investment Commission and expiry of the period referred to in section 260B(6) of the *Corporations Act 2001* (Cth).

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

“Italian Bank Account Pledge” means the Italian bank account pledge set out in row 19 of the table in paragraph 3(b) above.

“Italian Credit Support” means the A&E Deed of Guarantee, the A&E Italian Guarantor Accession Deed, the Italian Bank Account Pledge and the Wood Iberia Spanish Share Pledge.

“Italian GP Clearance” means the obtainment of either:

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

“Italian GP Rules” means the Law Decree 21/2012 and implementing laws and regulations.

“Wood Iberia Spanish Share Pledge” means the Spanish share pledge over Wood Iberia S.L.U. set out in row 4 of the table in paragraph 3(a), Part 2 (Conditions Subsequent Documents).

4. Legal opinions

Each of the following legal opinions:

- a) A legal opinion of Linklaters LLP, legal advisers to the Agent, as to the laws of England and Wales and in respect of each Obligor and each Security Provider (as applicable) incorporated under the laws of England & Wales.
- b) A legal opinion of Slaughter and May, legal advisers to the Parent Company, as to the laws of England and Wales as to enforceability of the A&E 2014 NPA Amendment Agreement, the A&E 2018 NPA Amendment Agreement, the A&E 2019 NPA Amendment Agreement, the Amended and Restated NPAs and the Amended and Restated Notes issued thereunder.
- c) A legal opinion of Slaughter and May, legal advisers to the Parent Company, as to the laws of England and Wales as to enforceability of the NTL and the Notes issued thereunder
- d) A legal opinion of Brodies LLP, legal advisers to the Agent, as to the laws of Scotland and in respect of each Obligor and each Security Provider (as applicable) incorporated under the laws of Scotland.

- e) A legal opinion of Burness Paull, legal advisers to the Parent Company, as to the laws of Scotland as to capacity of the Parent Company to enter into each of the A&E 2014 NPA Amendment Agreement, the A&E 2018 NPA Amendment Agreement, the A&E 2019 NPA Amendment Agreement, the Amended and Restated NPAs, the Amended and Restated Notes issued thereunder, the NTL and the Notes issued thereunder.
- f) A legal opinion of Cravath, Swaine & Moore LLP, legal advisers to the Parent Company, as to the laws of New York in respect of the A&E 2014 NPA Amendment Agreement, the A&E 2018 NPA Amendment Agreement, the A&E 2019 NPA Amendment Agreement, the Amended and Restated NPAs and the Amended and Restated Notes issued thereunder.
- g) A legal opinion of Cravath, Swaine & Moore LLP, legal advisers to the Parent Company, as to the laws of New York in respect of the NTL and the Notes issued thereunder.
- h) A legal opinion of Cravath, Swaine & Moore LLP, legal advisers to the Parent Company, as to the laws of New York and in respect of each Obligor and each Security Provider (as applicable) incorporated or formed under the laws of Delaware.
- i) A legal opinion of Womble Bond Dickinson LLP, legal advisers to the Parent Company, in respect of each Obligor and each Security Provider (as applicable) incorporated or formed under the laws of Texas and Nevada.
- j) A legal opinion of Stoel Rives LLP, legal advisers to the Parent Company, in respect of each Obligor and each Security Provider (as applicable) incorporated or formed under the laws of Oregon.
- k) A legal opinion of DLA Piper (Canada) LLP, legal advisers to the Parent Company, as to the laws of Canada and in respect of each Obligor and each Security Provider (as applicable) incorporated under the laws of Canada.
- l) A legal opinion of Stewart McKelvey, legal advisers to the Parent Company, as to the laws of the Province of Newfoundland and Labrador and the laws of Canada applicable therein.
- m) A legal opinion of Advokatfirmaet Schjødt AS, legal advisers to the Agent, as to the laws of Norway and in respect of each Obligor and each Security Provider (as applicable) incorporated under the laws of Norway.
- n) Provided that the Australian Whitewash Procedure has been completed on or prior to the A&E Effective Date, a legal opinion of Allens, legal advisers to the Agent, as to the laws of Australia and in respect of each Obligor and each Security Provider (as applicable) incorporated under the laws of Australia.
- o) A legal opinion of Allens, legal advisers to the Agent, as to the laws of Australia and in respect of each Obligor and each Security Provider (as applicable) incorporated under the laws of Australia, in respect of the Share Charge - Australia.
- p) A legal opinion of Baker & McKenzie (Chile) Ltda., legal advisers to the Parent Company, in respect of each Obligor and each Security Provider (as applicable) incorporated under the laws of Chile.
- q) A legal opinion of DLA Piper (Netherlands) LLP, legal advisers to the Parent Company, in respect of each Obligor and each Security Provider (as applicable) incorporated under the laws of the Netherlands.

- r) An legal opinion of Linklaters Amsterdam, legal advisers to the Agent, as to the laws of the Netherlands.
- s) A legal opinion of Linklaters Singapore Pte. Ltd., legal advisers to the Agent, as to the laws of Singapore and in respect of each Obligor and each Security Provider (as applicable) incorporated under the laws of Singapore.
- t) Provided that the Italian GP Clearance has been received on or prior to the A&E Effective Date, a legal opinion of Studio Professionale Associato a Baker & McKenzie, legal advisers to the Parent Company, in respect of each Obligor and each Security Provider (as applicable) incorporated under the laws of Italy.
- u) Provided that the Italian GP Clearance has been received on or prior to the A&E Effective Date, a legal opinion of Linklaters Milan, legal advisers to the Agent, as to the laws of Italy.

5. Other documents and evidence

- (a) A copy of the documents referred to in paragraphs (a) (to the extent available) and (b) of the definition of "Original Financial Statements" (as defined in the Amended and Restated RCF).
- (b) A copy of the agreed form of the Monthly Management Accounts (as defined in the Amended and Restated RCF).
- (c) A copy of the Rule 2.7 Announcement.
- (d) A copy of any fee letter required under the A&E Implementation Documents.
- (e) A copy of duly executed Sidara Initial Facility.
- (f) Copies of duly executed Receivables Finance Documents.
- (g) A copy of the A&E Trigger Event Notice.
- (h) A copy of the Sidara CP Satisfaction Notice, provided that such notice shall only be required if a Plan B Trigger Event has not occurred prior to the date of the CP Satisfaction Notice.
- (i) A copy of the Escrow Agreement CP Satisfaction Notice, provided that such notice shall only be required if a Plan B Trigger Event has not occurred prior to the date of the CP Satisfaction Notice.
- (j) A copy of an authorisation from the Sidara Agent and the Escrow Agent to the Bank Legal Advisers authorising the Bank Legal Advisers to release the Escrow Agreement at the relevant times stipulated under this Deed.
- (k) Copies of authorisation from Sidara, the Sidara Initial Funding Agent and each Surety Bonds Lender (each as defined in the Intercreditor Agreement) authorising the Bank Legal Advisers to release the Intercreditor Agreement at the relevant times stipulated under this Deed.
- (l) A copy of the agreed form of the Cashflow Forecast (as defined in the Amended and Restated RCF), provided that its form shall be substantially the same as the Cashflow Forecast (as defined in the March Waiver Letter).
- (m) All "know your customer" information in respect of the Parent Company requested by each Administrative Party (for itself and/or on behalf of the other Finance Parties) and all information required to satisfy the anti-money laundering requirements of each Finance Party, and in the case of the Existing Guarantee Facility, all "know your customer" information and similar checks required by the EGF Agent in respect of each

Issuing Bank (as defined in the Existing Guarantee Facility), to be requested prior to 6pm on 7 November 2025.

- (n) Evidence that the agents or attorneys (as applicable) of the Obligors and Security Providers under the A&E Implementation Documents, the A&E Effective Date Security Documents and the Amended and Restated Finance Documents (as applicable) have accepted their respective appointments for service of process.
- (o) Evidence provided by the Parent Company that is satisfactory to the Creditor Advisers that the outstanding invoices in respect of the fees, costs, expenses and disbursements of the Creditor Legal Advisers, Creditor Financial Advisers and each Local Legal Adviser issued on or prior to 5pm (London time) on a date falling 1 Business Day prior to the date of the A&E Trigger Event Notice by the Creditor Legal Advisers, Creditor Financial Advisers or the relevant Local Legal Adviser in connection with the A&E Transaction have been or will be paid by the Parent Company and/or a member of the Group by the A&E Effective Date.
- (p) With respect to each Note being issued under an Amended and Restated NPA and the NTL, the following:
 - a. On the date of the A&E Trigger Event Notice such NPA Creditor'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 NPA Creditor 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 NPA Creditor, such NPA Creditor shall have received an Officer's Certificate certifying as to such matters of fact as such NPA Creditor may reasonably specify to enable such NPA Creditor to determine whether such purchase is so permitted.
 - b. A Private Placement Number issued by Standard & Poor's CUSIP Service Bureau (in cooperation with the SVO) shall have been obtained for each series of the Notes.
- (q) With respect to each Note being issued under the NTL only, at least four Business Days prior to the date of the A&E Trigger Event Notice, each NPA Creditor shall have received written instructions signed by a Responsible Officer on letterhead of the Parent Company confirming the information specified in Section 3 including (a) the name and address of the transferee bank, (b) such transferee bank's ABA number/SWIFT code/IBAN and (c) the account name and number into which the purchase price for the Notes is to be deposited.
- (r) A copy of any other authorisation or other document, opinion or assurance which is in the control of the members of the Group, which the Super Majority Creditors (acting reasonably) have notified the Parent Company is necessary or desirable in connection with the entry into and performance of, and the transactions contemplated by any A&E Implementation Document or for the validity and enforceability of any A&E Implementation Document, provided that such notification is made to the Parent Company in writing prior to 6pm on 7 November 2025.

For the purposes of this Schedule 2 (*Conditions Precedent and Conditions Subsequent*):

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

“Responsible Officer” means any Senior Financial Officer, the company secretary and any other officer of the Parent Company with responsibility for the administration of the relevant portion of this Deed.

“Senior Financial Officer” means the group financial controller, group finance director or group head of treasury of the Parent Company.

“SVO” means the Securities Valuation Office of the NAIC or any successor to such office.

Part B

Conditions Subsequent Documents

1. Corporate documentation and authorisations

- (a) No later than the date of the Amec Foster Spanish Share Pledge (as defined below):
 - (i) In relation to the Security Provider incorporated under the laws of the Grand Duchy of Luxembourg:
 - (A) a copy of its articles of incorporation.
 - (B) a copy of an excerpt obtained from the online services of the Luxembourg Business Registers’ official website dated no earlier than one (1) Business Day prior to the date of the Amec Foster Spanish Share Pledge.
 - (C) a copy of a certificate of non-inscription of judicial decisions or of administrative dissolution without liquidation (*certificat de non-inscription d'une décision judiciaire ou de dissolution administrative sans liquidation*) obtained from the online services of the Luxembourg Business Registers’ official website dated no earlier than one (1) Business Day prior to the date of the Amec Foster Spanish Share Pledge.
 - (D) A copy of the resolutions of the board of managers:
 - (1) approving the terms of, and the transactions contemplated by, this Deed and resolving that it execute the Amec Foster Spanish Share Pledge and the Luxembourg Debtor Accession Deed (as defined below) and any other documents to be signed and/or despatched by it under or in connection with the Amec Foster Spanish Share Pledge and the Luxembourg Debtor Accession Deed;

- (2) authorising a specified person or persons to execute the Amec Foster Spanish Share Pledge and the Luxembourg Debtor Accession Deed on its behalf; and
 - (3) authorising a specified person or persons, on its behalf, to sign and/or despatch all other documents and notices to be signed and/or despatched by it under or in connection with the Amec Foster Spanish Share Pledge and the Luxembourg Debtor Accession Deed.
- (E) a list of the names, titles and specimens of the signatures of the persons duly authorised by the resolutions set out above under 1(a)(iv) of this Schedule 2 (*Conditions Precedent and Conditions Subsequent*) in relation to the Amec Foster Spanish Share Pledge and the Luxembourg Debtor Accession Deed and any related documents.
- (ii) A certificate of the Security Provider (signed by an authorised signatory) incorporated under the laws of the Grand Duchy of Luxembourg confirming that:
 - (A) it is not subject to bankruptcy (*faillite*), insolvency, voluntary or judicial liquidation (*liquidation volontaire ou judiciaire*), administrative dissolution without liquidation (*dissolution administrative sans liquidation*), reprieve from payment (*sursis de paiement*), judicial reorganisation (*réorganisation judiciaire*), reorganisation by amicable agreement (*réorganisation par accord amiable*) or any similar Luxembourg or foreign law or proceedings affecting the rights of creditors generally or, on the date hereof, in a state of cessation of payments (*cessation de paiements*) and has not lost its commercial creditworthiness (*ébranlement de crédit*);
 - (B) confirming that the execution of and assumption of obligations under the Amec Foster Spanish Share Pledge and the Luxembourg Debtor Accession Deed does not and will not breach any borrowing, guarantee, security or any other similar limit binding on it; and
 - (C) certifying that each copy document specified in this Schedule 2 (*Conditions Precedent and Conditions Subsequent*) applicable to it is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of the Amec Foster Spanish Share Pledge and the Luxembourg Debtor Accession Deed.
- (b) Provided the Italian GP Clearance has been received, the Conditions Precedent Documents in connection with Wood Italiana S.r.l., within a period of 10 Business Days from the receipt of the Italian GP Clearance, with the ability to extend the period by an additional 5 days with the consent of the Super Majority Creditors.

- (c) Provided the Australian Whitewash Procedure has been completed:
- (i) A certified copy of the constitutional documents, the certificate of incorporation (or other similar formation document), and any certificate(s) of incorporation on change of name of Wood Group Australia Pty Limited and Wood Australia Pty Ltd.
 - (ii) A copy of a resolution (or an extract thereof) of the board of each of the Australian Obligors:
 - (A) approving the terms of, and the transactions contemplated by this Deed, the A&E Implementation Documents (including all A&E Security Documents) and the Amended and Restated Finance Documents to which it is or will be a party and resolving that it execute, deliver and perform the A&E Implementation Documents (including all A&E Security Documents) to which it is or will be a party;
 - (B) authorising a specified person or persons to execute this Deed and the A&E Implementation Documents (including all A&E Security Documents) to which it is or will be a party on its behalf; and
 - (C) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including any utilisation request) to be signed and/or despatched by it under or in connection with this Deed and the A&E Implementation Documents (including all A&E Security Documents) to which it is or will be a party.
 - (iii) A specimen of the signature of each person authorised in accordance with paragraph 1(b) above on behalf of each Australian Obligor to execute or witness any A&E Implementation Document (including all A&E Security Documents) to which it is or will be a party, or to sign or send any document or notice in connection with this Deed and any A&E Implementation Document (including any A&E Security Document) to which it is or will be a party.
 - (iv) A certificate of each Australian Obligor addressed to the RCF Agent, the Term Loan Agent, the NPA Creditors, the EGF Agent and the NTL Agent:
 - (A) confirming that the execution of and assumption of obligations under the A&E Implementation Documents (including all A&E Security Documents) to which it is or will be a party, including borrowing, guaranteeing or securing, as appropriate, the Secured Obligations (as defined in the Intercreditor Agreement), does not and will not breach any borrowing, guarantee, security or any other similar limit binding on that Australian Obligor; and
 - (B) certifying that each copy document specified in this Schedule 2 (Conditions Precedent and Conditions Subsequent) is correct,

complete and in full force and effect and has not been amended or superseded as at a date no earlier than the A&E Effective Date.

- (v) A certificate (signed by a director) confirming that:
 - (A) it is not prevented by Chapter 2E or any other provision of the Corporations Act 2001 (Cth) of Australia from entering into and performing any of the A&E Implementation Documents (including all A&E Security Documents) and Amended and Restated Finance Documents to which it is or will be a party; and
 - (B) it is solvent (as defined in the Corporations Act 2001 (Cth) of Australia) and will not become insolvent (as defined in the Corporations Act 2001 (Cth) of Australia) by execution or performance of the A&E Implementation Documents (including all A&E Security Documents) and the Amended and Restated Finance Documents to which it is or will be a party; and
- 4) documentary evidence in form and substance satisfactory to the Security Agent that to the extent the transactions contemplated by the A&E Implementation Documents (including all A&E Security Documents) to which it is or will be a party constitutes financial assistance, it has completed the Australian Whitewash Procedure in compliance with Part 2J.3 (including section 260B) of the Australian Corporations Act.

2. Legal opinions

On the date of entry into the relevant Conditions Subsequent Security Documents in accordance with paragraph 3 of this Schedule 2 (*Conditions Precedent and Conditions Subsequent*):

- (a) A legal opinion of Baker & McKenzie (Chile) Ltda., legal advisers to the Parent Company, as to the laws of Chile and in respect of each Obligor incorporated under the laws of Chile, in relation to the Chilean Share Pledge and the Collateral Agency Agreement.
- (b) A legal opinion of DLA Piper (Canada) LLP, legal advisers to the Parent Company, in respect of each Obligor and each Security Provider (as applicable) incorporated under the laws of Canada, in relation to the Chilean Share Pledge and the Collateral Agency Agreement.
- (c) A legal opinion of Pinsent Masons España LLP, legal advisers to the Parent Company, in respect of each Obligor and Security Provider (as applicable) incorporated under the laws of Spain, in relation to the Conditions Subsequent Security Documents listed at rows 1 to 7 of the table in paragraph 3(a) below.
- (d) A legal opinion of Linklaters Madrid, legal advisers to the Agent, as to the laws of Spain, in relation to the Conditions Subsequent Security Documents listed at rows 3 to 7 of the table in paragraph 3(a) below.
- (e) Provided the Italian GP Clearance has been received and the legal opinion mentioned in paragraph 4(s) of Part A to Schedule 2 (*Conditions Precedent and Conditions*

Subsequent) above has not been issued, a legal opinion of Studio Professionale Associato a Baker & McKenzie, legal advisers to the Parent Company, in respect of each Obligor and Security Provider (as applicable) incorporated under the laws of Italy, in relation to the Italian Credit Support.

- (f) Provided the Italian GP Clearance has been received, a legal opinion of Linklaters Milan, legal advisers to the Agent, as to the laws of Italy, in relation to the Italian Bank Account Pledge.
- (g) Provided the Italian GP Clearance has been received, a legal opinion of Pinsent Masons España LLP, legal advisers to the Parent Company, in respect of each Obligor and Security Provider (as applicable) incorporated under the laws of Spain, in relation to the Wood Iberia Spanish Share Pledge.
- (h) Provided the Italian GP Clearance has been received, a legal opinion of Linklaters Madrid, legal advisers to the Agent, as to the laws of Spain, in relation to the Wood Iberia Spanish Share Pledge.
- (i) A legal opinion of DLA Piper (Luxembourg) LLP, legal advisers to the Parent Company, in respect of each Obligor and each Security Provider (as applicable) incorporated under the laws of Luxembourg, in relation to the Amec Foster Spanish Share Pledge.
- (j) A legal opinion of DLA Piper (Netherlands) LLP, legal advisers to the Parent Company, in respect of each Obligor and each Security Provider (as applicable) incorporated under the laws of the Netherlands, in relation to the Dutch Share Pledge.
- (k) A legal opinion of Linklaters Amsterdam, legal advisers to the Agent, as to the laws of the Netherlands, in relation to the Dutch Share Pledge.
- (l) A legal opinion of Brodies LLP, legal advisers to the Agent, in respect of each Obligor and each Security Provider (as applicable) incorporated under the laws of Scotland, in relation to the Dutch Share Pledge.
- (m) Provided that the Australian Whitewash Procedure has been completed, a legal opinion of Allens, legal advisers to the Agent, as to the laws of Australia and in respect of each Obligor and each Security Provider (as applicable) incorporated under the laws of Australia in respect of the Australian General Security Agreement and the Bank Account Charge.
- (n) Provided the Australian Whitewash Procedure has been completed, a legal opinion of Linklaters LLP, legal advisers to the Agent, as to the laws of England and Wales, in respect of the Bank Account Charge.

3. Conditions Subsequent Security Documents

- a) A copy of each of the following Conditions Subsequent Security Documents duly executed by each party to it to be delivered in accordance with the terms of this Deed, provided that (i) with reference to the Conditions Subsequent Security Documents specified at rows 3 to 7 of the table below, on or prior to the deadline stipulated in Clause 11.1 of this Deed, a notarial certificate has been granted in favour of the Security Agent to execute all Spanish law transaction documents in the name and on behalf of the Secured Parties, (ii) with reference to the Conditions Subsequent Security Documents

at rows 4 and 8 of the table below, the Italian GP Clearance has been received and such documents have not been executed under paragraph 3(b) of Part A to Schedule 2 (*Conditions Precedent and Conditions Subsequent*) above, and (iii) with reference to the Conditions Subsequent Security Document at rows 10 and 11 of the table below, the Australian Whitewash Procedure has been completed and such documents have not been executed under paragraph 3(c) of Part A to Schedule 2 Schedule 2 (*Conditions Precedent and Conditions Subsequent*) above:

	Conditions Subsequent Security Document	Name of Security Providers	Governing law	Time period to be granted by or on
1.	Non-possessory pledge (<i>prenda sin desplazamiento</i>) over all Wood Chile Limitada's equity rights (the "Chilean Share Pledge")	i. Wood Canada Limited ii. Wood Iberia S.L.U.	Chilean law	Within a period of 30 days from the A&E Effective Date, with the ability to extend the period by an additional 15 days with the consent of the Super Majority Creditors.
2.	Collateral agency agreement (the "Collateral Agency Agreement")	i. Wood Canada Limited ii. Wood Iberia S.L.U.	Chilean law	Within a period of 30 days from the A&E Effective Date, with the ability to extend the period by an additional 15 days with the consent of the Super Majority Creditors.
3.	Promissory pledge over current and future trade receivables and litigation proceeds	i. Wood Iberia S.L.U. ii. Amec Foster Wheeler Energia, S.L.U.	Spanish law	Within a period of 10 days from the A&E Effective Date , with the ability to extend the period by an additional 5 days with the consent of the Super Majority Creditors.
4.	Wood Iberia Spanish Share Pledge	i. Wood Italiana S.r.l.	Spanish law	Within a period of 10 Business Days from the receipt of the Italian GP Clearance, with the ability to extend the period by an additional 5 days with the consent of the Super Majority Creditors.

5.	Share pledge over Amec Foster Wheeler Energia S.L.U. (“ Amec Foster Spanish Share Pledge ”)	ii. FW Investment Holdings Sarl	Spanish law	Within a period of 10 days from the A&E Effective Date , with the ability to extend the period by an additional 5 days with the consent of the Super Majority Creditors.
6.	Pledge over Bank Accounts	i. Wood Iberia S.L.U.	Spanish law	Within a period of 10 days from the A&E Effective Date , with the ability to extend the period by an additional 5 days with the consent of the Super Majority Creditors.
7.	A pledge over receivables	i. Wood Iberia S.L.U. ii. Amec Foster Wheeler Energia, S.L.U.	Spanish law	Within a period of 10 days from the A&E Effective Date , with the ability to extend the period by an additional 5 days with the consent of the Super Majority Creditors.
8.	Italian Bank Account Pledge	i. Wood Italiana S.r.l.	Italian law	Within a period of 10 Business Days from the receipt of the Italian GP Clearance, with the ability to extend the period by an additional 5 days with the consent of the Super Majority Creditors.
9.	Notarial deed of pledge of shares in the share capital of John Wood Group Holdings B.V.	ii. John Wood Group Holdings Limited	Dutch law	Within a period of 5 days from the A&E Effective Date, with the ability to extend the period by an additional 5 days with the consent of the Super Majority Creditors.

10.	Australian General Security Agreement	i. Wood Group Australia Pty Limited iii. Wood Australia Pty Ltd	Laws of Victoria and the Commonwealth of Australia	Within a period of 10 Business Days from the completion of the Australian Whitewash Procedure, with the ability to extend the period by an additional 5 days with the consent of the Super Majority Creditors.
11.	Bank Account Charge	Wood Group Australia Pty Limited	English law	Within a period of 10 Business Days from the completion of the Australian Whitewash Procedure, with the ability to extend the period by an additional 5 days with the consent of the Super Majority Creditors.

- b) A copy of the A&E Italian Guarantor Accession Deed duly executed by each party to it to be delivered in accordance with Clause 6.7 of this Deed, on the date of entry into the Italian Bank Account Pledge and to the extent Wood Italiana S.r.l did not sign the A&E Deed of Guarantee in accordance with Clause 6.7 of this Deed.
- c) A copy of the A&E Australian Guarantor Accession Deeds duly executed by each party to it to be delivered in accordance with Clause 6.7 of this Deed, on the date of entry into the Australian General Security Agreement and the Bank Account Charge and to the extent Wood Group Australia Pty Limited and Wood Australia Pty Ltd did not sign the A&E Deed of Guarantee in accordance with Clause 6.7 of this Deed.
- d) A copy of the English-law governed debtor accession deed in relation to the Intercreditor Agreement to be entered into by FW Investment Holdings Sarl, as acceding debtor, and the Security Agent (the “**Luxembourg Debtor Accession Deed**”), on the date of entry into the Amec Foster Spanish Share Pledge.
- e) A copy of the Wood Chile Limitada bylaws amendment, which will incorporate a transitional article into the bylaws through which the shareholders will grant authorisation to execute the Chilean pledge without conveyance over rights in case of default, to be duly executed by each part to it within a period of 30 days from the date of this Deed, with the ability to extend the period by an additional 15 days with the consent of the Super Majority Creditors.

Schedule 3
NTL Participant Funded Amounts

1. Definitions

For the purposes of this Schedule 3:

“Cash Pay Funding Amount” means:

(a) in respect of an NTL Participant that is a Common Participant, the amount by which its Series 1 Notes Subscription Amount or Loan 1 Participation Amount (as applicable) is greater than its IF Commitment;

(b) in respect of an NTL Participant that is not a Common Participant, an amount equal to its Series 1 Notes Subscription Amount or Loan 1 Participation Amount (as applicable);

“Common Participant” has the meaning given to it Clause 9.2(D).

“Deemed Funding Amount” means, in respect of an NTL Participant that is a Common Participant, the lesser of:

(a) its Loan 1 Participation Amount or Series 1 Notes Subscription Amount (as applicable);
and

(b) its IF Commitment.

“IF Amount” means \$60,000,000;

“IF Cash Repayment Amount” means, in respect of an IF Participant, the aggregate amount of its IF Commitment on the date of the Designated A&E Effective Date Notice less its Deemed Funding Amount;

“Loan 1 Participation Amount” means, with respect to an NTL Participant that is a Lender under the NTL, an amount calculated as follows:

$$\frac{\text{its NTL Commitment} \times \text{IF Amount}}{\text{NTL Total Commitments}}$$

“Loan 2 Participation Amount” means, with respect to an NTL Participant that is a Lender under the NTL, an amount calculated as follows:

$$\frac{\text{its NTL Commitment} \times \text{NTL New Money Amount}}{\text{NTL Total Commitments}}$$

“NTL New Money Amount” means \$140,000,000;

“NTL Total Commitments” means \$200,000,000.

“Series 1 Notes Subscription Amount” means, with respect to an NTL Participant which is a Purchaser, an amount calculated as follows:

$$\frac{\text{Its NTL Commitment x IF Amount}}{\text{NTL Total Commitments}}$$

“Series 2 Notes Subscription Amount” means, with respect to an NTL Participant which is a Purchaser, an amount calculated as follows:

$$\frac{\text{Its NTL Commitment x NTL New Money Amount}}{\text{NTL Total Commitments}}$$

2. Calculations and Recording in NTL and IF Adjusted Amounts Table

In respect of each NTL Participant, the Parent Company (in consultation with the Company Financial Adviser) shall take the following actions in the following order:

- (A) determine whether that NTL Participant is to be a Purchaser of Notes under the NTL or a Lender under the NTL and record its name in the appropriate part of the NTL and IF Adjusted Amounts Table.
- (B) record that NTL Participant's NTL Commitment in column (2) of the appropriate part of the NTL and IF Adjusted Amounts Table and calculate the aggregate of each;
- (C) determine whether that NTL Participant is also an IF Participant and, if so, record its IF Commitment in column (3) of the appropriate part of the NTL and IF Adjusted Amounts Table;
- (D) calculate that NTL Participant's Loan 1 Participation Amount, in the case of an NTL Participant that is to be party to the NTL as a Lender, and its Series 1 Notes Subscription Amount, in the case of an NTL Participant that is to be party to the NTL as a Purchaser and record the same in column (4) of the NTL and IF Adjusted Amounts Table and calculate the aggregate of each;
- (E) calculate that NTL Participant's Loan 2 Participation Amount, in the case of an NTL Participant that is to be party to the NTL as a Lender, and its Series 2 Notes Subscription Amount, in the case of an NTL Participant that is to be party to the NTL as a Purchaser and record the same in column (5) of the NTL and IF Adjusted Amounts Table and calculate the aggregate of each;
- (F) calculate that NTL Participant's Cash Pay Funding Amount (if any) and record the same in column (6) of the NTL and IF Adjusted Amounts Table;
- (G) calculate that NTL Participant's Deemed Funding Amount (if any) and record the same in column (7) of the NTL and IF Adjusted Amounts Table;
- (H) calculate that NTL Participant's IF Cash Repayment Amount (if any) and record the same in column (8) of the NTL and IF Adjusted Amounts Table; and

- (l) to the extent necessary to complete any Schedule to NTL, insert any of the foregoing amounts into the relevant Schedules to the NTL.

NTL and IF Adjusted Amounts Table

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Name of NTL Lender	NTL Commitment (\$)	NTL Lender's IF Commitment	Loan 1 Participati on Amount (\$)	Loan 2 Participati on Amount (\$)	Cash Pay Fundin g Amoun t (\$)	Deeme d Fundin g Amoun t (\$)	IF Cash Repayme nt Amount (\$)
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]
Total	[•]	-	[•]	[•]	-	-	-

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Name of NTL Purchaser	NTL Commitment (\$)	NTL Purchaser's IF Commitment	Series 1 Notes Subscripti on Amount (\$)	Series 2 Notes Subscripti on Amount (\$)	Cash Pay Fundin g Amou nt (\$)	Deeme d Fundin g Amou nt (\$)	IF Cash Repayme nt Amount (\$)
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]
Total	[•]	-	[•]	[•]	-	-	-

Schedule 4 Elevation

1. Definitions

For the purposes of this Schedule 4:

(A) the “**Elevated Amount**” in respect of a NTL Participant, is the amount calculated as the lower of:

- (i) the relevant NTL Participant’s Outstanding Exposure under the Core Debt Documents; and
- (ii) the amount calculated in accordance with the following formula:

$$\text{Elevated Amount} = (2.0 * Y) + (4.0 * X)$$

where:

(a) “**Y**” in respect of a NTL Participant is the lower of:

- a. its NTL Commitment; and
- b. its Overall *Pro Rata* Commitment; and

(b) “**X**” in respect of a NTL Participant is the greater of:

- a. zero; and
- b. its NTL Commitment less its Overall *Pro Rata* Commitment;

(B) the “**Elevated Amount Allocated Portion**”, in respect of an Instrument held by a NTL Participant, is (a) the amount equal to the portion of the NTL Participant’s Elevated Amount allocated to such Instrument in accordance with the elections made in the NTL Participant’s NTL Commitment Letter (subject to any adjustments in accordance with paragraph 6 of each NTL Commitment Letter), calculated by applying the percentage marked against the relevant Instrument against the NTL Participant’s Elevated Amount; or (b) to the extent that an NTL Participant’s holding in an Instrument is insufficient for such percentages of the Elevated Amount to be fully utilised as contemplated by paragraph (a), the amount of Elevated Amount allocated to the NTL Participant’s remaining Instruments in accordance with paragraph 8 of each NTL Commitment Letter. For the avoidance of doubt each NTL Participant’s Elevated Amount shall be fully allocated to Instruments until either (a) all the NTL Participant’s Outstanding Exposure has been elevated; or (b) there is no remaining Elevated Amount to allocate;

(C) the “**Instrument**” means the Amended and Restated RCF, the Amended and Restated Term Loan and each outstanding series of the Amended and Restated Notes;

- (D) **“Overall Pro Rata Commitment”** means, in respect of a NTL Participant, its Relevant Proportion of USD\$200,000,000; and
- (E) **“Relevant Proportion”** means, in respect, in respect of a NTL Participant, the proportion calculated by dividing its aggregate Outstanding Exposure under all Core Debt Documents by the total Outstanding Exposure under all Core Debt Documents, as at the New Money Election Deadline.

2. Calculations

For the purposes of any determination or calculation made pursuant to this Schedule 4 (*Elevation*) (i) such determination or calculation shall be made on the basis of USD and (ii) Outstanding Exposure (including holdings in any Instrument) denominated in GBP shall be converted to USD using an exchange rate of GBP 1 = USD 1.3455.

For each NTL Participant, the Parent Company (in consultation with the Company Financial Adviser) shall:

- (A) first calculate its Elevated Amount; and
- (B) second, calculate the relevant Elevated Amount Allocated Portion in respect of each of the NTL Participant's Instrument.

Calculation of the Amended and Restated RCF participation

An RCF Creditor's participation in the Elevated Facility of the Amended and Restated RCF (its **“Facility A Participation”**) and the Non-Elevated Facility of the Amended and Restated RCF (its **“Facility B Participation”**) shall be determined by the Parent Company as follows:

- (A) Facility A Participation, in respect of the relevant RCF Creditor, is the relevant Elevated Amount Allocated Portion (if any); and
- (B) Facility B Participation, in respect of the relevant RCF Creditor, is an amount equal to the RCF Creditor's Outstanding Exposure under the Amended and Restated RCF as at the A&E Effective Date less its Tranche 1 Participation (if any).

Calculation of the Amended and Restated Term Loan participation

A Term Loan Creditor's participation in the Facility A of the Amended and Restated Term Loan (its **“Facility A Participation”**) and Facility B of the Amended and Restated Term Loan (its **“Facility B Participation”**) shall be determined by the Parent Company as follows:

- (A) Facility A Participation, in respect of the relevant Term Loan Creditor, is the relevant Elevated Amount Allocated Portion (if any); and
- (B) Facility B Participation, in respect of the relevant Term Loan Creditor, is an amount equal to the Elevated Term Loan Creditor's Outstanding Exposure under the Amended

and Restated Term Loan as at the A&E Effective Date less its Tranche 1 Participation (if any).

Calculation of the Amended and Restated 2014 Notes participation

A 2014 NPA Creditor's entitlement to Series C1 Notes issued pursuant to the Amended and Restated 2014 NPA (its "**Series C1 Participation**") and Series C2 Notes issued pursuant to the Amended and Restated 2014 NPA (its "**Series C2 Participation**") shall be determined by the Parent Company as follows:

- (A) Series C1 Participation, in respect of the relevant 2014 NPA Creditor, is the relevant Elevated Amount Allocated Portion (if any); and
- (B) Series C2 Participation, in respect of the relevant 2014 NPA Creditor, is an amount equal to the 2014 NPA Creditor's Outstanding Exposure under the Amended and Restated 2014 NPA as at the A&E Effective Date less its Series C1 Participation (if any).

Calculation of the Amended and Restated 2018 Notes (Series A) participation

A 2018 NPA Creditor's entitlement to Series A1 Notes issued pursuant to the Amended and Restated 2018 NPA (its "**Series A1 Participation**") and Series A2 Notes issued pursuant to the Amended and Restated 2018 NPA (its "**Series A2 Participation**") shall be determined by the Parent Company as follows:

- (A) Series A1 Participation, in respect of the relevant 2018 NPA Creditor, is the relevant Elevated Amount Allocated Portion (if any); and
- (B) Series A2 Participation, in respect of the relevant 2018 NPA Creditor, is an amount equal to the 2018 NPA Creditor's Outstanding Exposure under the Amended and Restated 2018 NPA as at the A&E Effective Date less its Series A1 Participation (if any).

Calculation of the Amended and Restated 2018 Notes (Series B) participation

A 2018 NPA Creditor's entitlement to Series B1 Notes issued pursuant to the Amended and Restated 2018 NPA (its "**Series B1 Participation**") and Series B2 Notes issued pursuant to the Amended and Restated 2018 NPA (its "**Series B2 Participation**") shall be determined by the Parent Company as follows:

- (A) Series B1 Participation, in respect of the relevant 2018 NPA Creditor, is the relevant Elevated Amount Allocated Portion (if any); and
- (B) Series B2 Participation, in respect of the relevant 2018 NPA Creditor, is an amount equal to the 2018 NPA Creditor's Outstanding Exposure under the Amended and Restated 2018 NPA as at the A&E Effective Date less its Series B1 Participation(if any).

Calculation of the Amended and Restated 2019 Notes (Series B) participation

A 2019 NPA Creditor's entitlement to Series B1 Notes issued pursuant to the Amended and Restated 2019 NPA (its "**Series B1 Participation**") and Series B2 Notes issued pursuant to the Amended and Restated 2019 NPA (its "**Series B2 Participation**") shall be determined by the Parent Company as follows:

- (A) Series B1 Participation, in respect of the relevant 2019 NPA Creditor, is the relevant Elevated Amount Allocated Portion (if any); and
- (B) Series B2 Participation, in respect of the relevant 2019 NPA Creditor, is an amount equal to the 2019 NPA Creditor's Outstanding Exposure under the Amended and Restated 2019 NPA as at the A&E Effective Date less its Series B1 Participation (if any).

Calculation of the Amended and Restated 2019 Notes (Series C) participation

A 2019 NPA Creditor's entitlement to Series C1 Notes issued pursuant to the Amended and Restated 2019 NPA (its "**Series C1 Participation**") and Series C2 Notes issued pursuant to the Amended and Restated 2019 NPA (its "**Series C2 Participation**") shall be determined by the Parent Company as follows:

- (A) Series C1 Participation, in respect of the relevant 2019 NPA Creditor, is the relevant Elevated Amount Allocated Portion (if any); and
- (B) Series C2 Participation, in respect of the relevant New Money 2019 NPA Creditor, is an amount equal to the 2019 NPA Creditor's Outstanding Exposure under the Amended and Restated 2019 NPA as at the A&E Effective Date less its Series C1 Participation (if any).

Calculation of the Amended and Restated 2019 Notes (Series D) participation

A 2019 NPA Creditor's entitlement to Series D1 Notes issued pursuant to the Amended and Restated 2019 NPA (its "**Series D1 Participation**") and Series C2 Notes issued pursuant to the Amended and Restated 2019 NPA (its "**Series D2 Participation**") shall be determined by the Parent Company as follows:

- (A) Series D1 Participation, in respect of the relevant 2019 NPA Creditor, is the relevant Elevated Amount Allocated Portion (if any); and
- (B) Series D2 Participation, in respect of the relevant 2019 NPA Creditor, is an amount equal to the 2019 NPA Creditor's Outstanding Exposure under the Amended and Restated 2019 NPA as at the A&E Effective Date less its Series D1 Participation (if any).

Calculation of the Amended and Restated 2019 Notes (Series E) participation

A 2019 NPA Creditor's entitlement to Series E1 Notes issued pursuant to the Amended and Restated 2019 NPA (its "**Series E1 Participation**") and Series E2 Notes issued pursuant to the Amended and Restated 2019 NPA (its "**Series E2 Participation**") shall be determined by the Parent Company as follows:

- (A) Series E1 Participation, in respect of the relevant 2019 NPA Creditor, is the relevant Elevated Amount Allocated Portion (if any); and
- (B) Series E2 Participation, in respect of the relevant 2019 NPA Creditor, is an amount equal to the 2019 NPA Creditor's Outstanding Exposure under the Amended and Restated 2019 NPA as at the A&E Effective Date less its Series E1 Participation (if any).

Calculation of the Amended and Restated 2019 Notes (Series H) participation

A2019 NPA Creditor's entitlement to Series H1 Notes issued pursuant to the Amended and Restated 2019 NPA (its "**Series H1 Participation**") and Series H2 Notes issued pursuant to the Amended and Restated 2019 NPA (its "**Series H2 Participation**") shall be determined by the Parent Company as follows:

- (A) Series H1 Participation, in respect of the relevant 2019 NPA Creditor, is the relevant Elevated Amount Allocated Portion (if any); and
- (B) Series H2 Participation, in respect of the relevant 2019 NPA Creditor, is an amount equal to the 2019 NPA Creditor's Outstanding Exposure under the Amended and Restated 2019 NPA as at the A&E Effective Date less its Series H1 Participation (if any).

3. Recording in Elevation Table

In respect of each NTL Participant, the relevant amounts calculated pursuant to paragraph 2 above shall be recorded in the Elevation Table.

Elevation Table

Existing Finance Documents				Intermediate Calculations	Elevated Amount Allocated Portion (\$)	Un-elevated Participation (\$)
NTL Participant	Core Debt Document	Outstanding Exposure under all Core Debt Documents (\$)	Overall <i>Pro Rata</i> Commitment (\$)	Elevated Amount (\$)		
[•]	RCF	[•]	[•]	[•]	Tranche 1	Tranche 2
					[•]	[•]
	Term Loan				Tranche 1	Tranche 2
					[•]	[•]
	2014 NPA				Series C1	Series C2
					[•]	[•]
	2018 NPA				Series A1	Series A2
					[•]	[•]
					Series B1	Series B2
					[•]	[•]
	2019 NPA				Series B1	Series B2
					[•]	[•]
					Series C1	Series C2
					[•]	[•]
					Series D1	Series D2
					[•]	[•]
					Series E1	Series E2
					[•]	[•]
					Series H1	Series H2
					[•]	[•]

Schedule 5
A&E Trigger Event Notice

Attention: [●]

Date: _____ 2025

Dear All

A&E Trigger Event Notice

We refer to the implementation deed dated _____ 2025 (the “**A&E Implementation Deed**”). Capitalised terms used in the A&E Implementation Deed shall have the same meanings when used in this notice, unless the context otherwise requires.

This is the A&E Trigger Event Notice for the purposes of Clause 6.1 (*Post-A&E Trigger Event Updates and Calculations*) of the A&E Implementation Deed.

We confirm that a [Plan A / Plan B]¹ Trigger Event has occurred.

Yours faithfully

for and on behalf of

John Wood Group PLC as the Parent Company

¹ Please select, as applicable.

Schedule 6
CP Satisfaction Notice

Attention: [●]

Date: _____ 2025

Dear All

CP Satisfaction Notice

We refer to the implementation deed dated _____ 2025 (the “**A&E Implementation Deed**”). Capitalised terms used in the A&E Implementation Deed shall have the same meanings when used in this notice, unless the context otherwise requires.

This is the CP Satisfaction Notice for the purposes of Clause 7.7 (*Satisfaction of the Conditions Precedent*) of the A&E Implementation Deed.

We confirm that each of the Conditions Precedent Documents has been received or the requirement to provide such Conditions Precedent Document has been waived.

Yours faithfully

for and on behalf of

John Wood Group PLC as the Parent Company

Schedule 7
A&E RCF Amendment Agreement

Schedule 8
A&E Term Loan Amendment Agreement

Schedule 9
A&E 2014 NPA Amendment Agreement

Schedule 10
A&E 2018 NPA Amendment Agreement

Schedule 11
A&E 2019 NPA Amendment Agreement

Schedule 12
A&E PNG Loan Amendment Agreement

Schedule 13
A&E FAB Facility Amendment Agreement

Schedule 14
Existing Guarantee Facility

Schedule 15
NTL

Schedule 16
Intercreditor Agreement

Schedule 17
Escrow Agreement

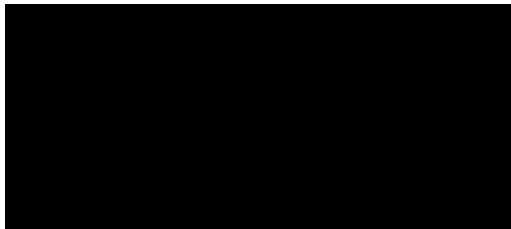
SIGNATURES

PARENT COMPANY

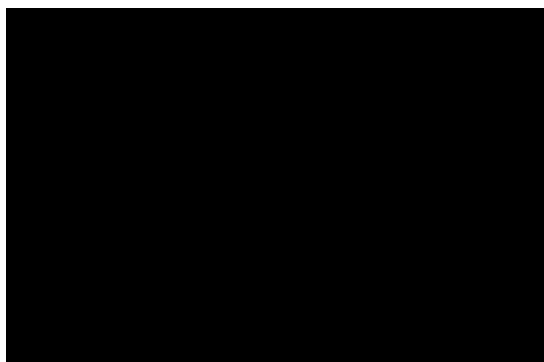
EXECUTED as a **DEED** by

JOHN WOOD GROUP PLC

acting by:



In the presence of:

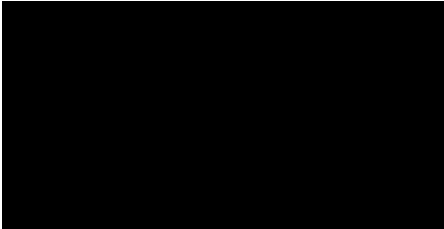


THE EXISTING OBLIGORS

EXECUTED as a **DEED** by

JOHN WOOD GROUP PLC

acting by:



In the presence of:



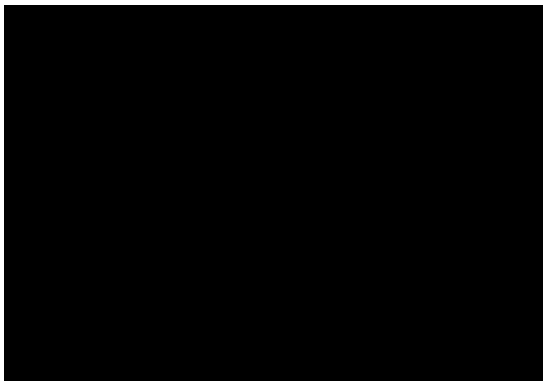
EXECUTED as a **DEED** by

JOHN WOOD GROUP HOLDINGS LIMITED

acting by:



In the presence of:

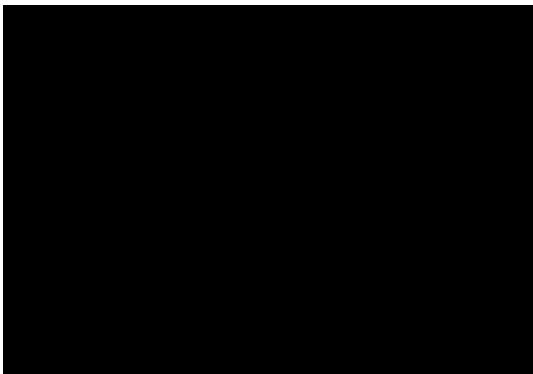


EXECUTED as a **DEED** by
JWGUSA HOLDINGS LIMITED

acting by:



In the presence of:



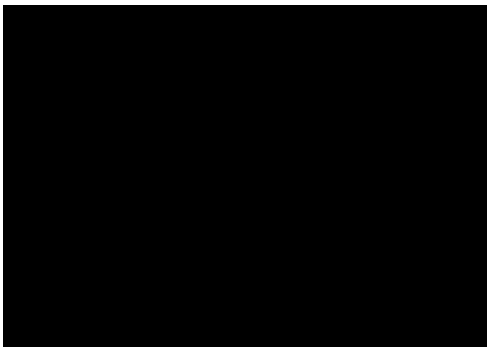
EXECUTED as a **DEED** by

WOOD GROUP INVESTMENTS LIMITED

acting by:



In the presence of:



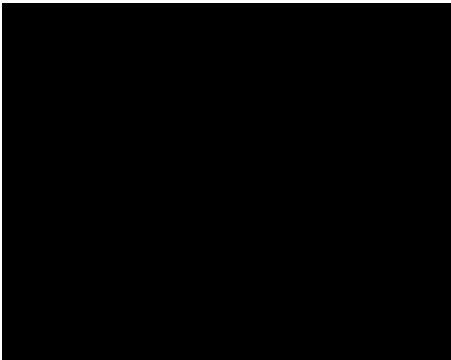
EXECUTED as a **DEED** by

WOOD GROUP HOLDINGS (INTERNATIONAL) LIMITED

acting by:

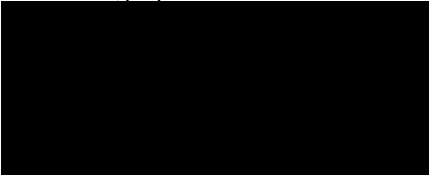


In the presence of:

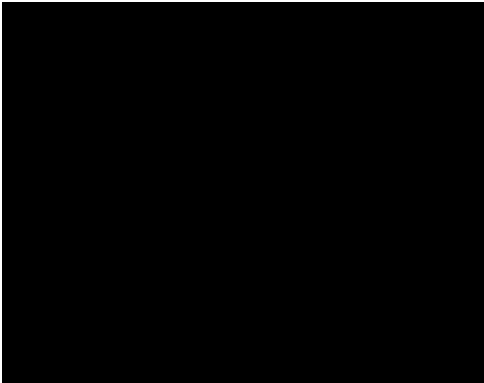


EXECUTED as a **DEED** by
WGPSN (HOLDINGS) LIMITED

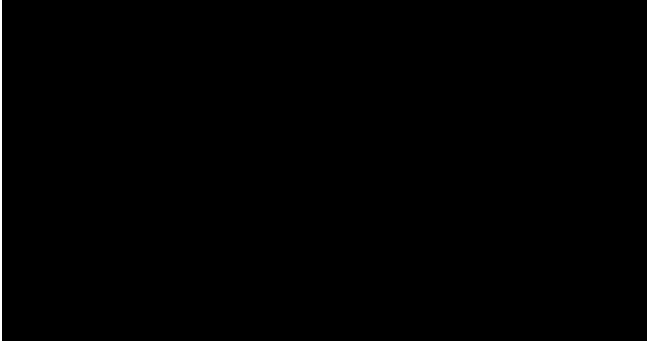
acting by:



In the presence of:



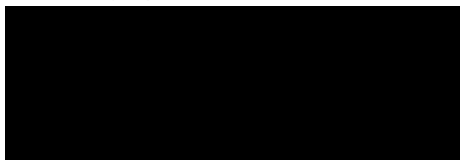
WOOD GROUP US HOLDINGS, INC.



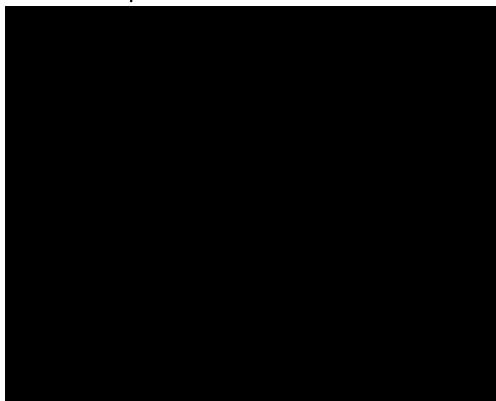
EXECUTED as a **DEED** by

AMEC FOSTER WHEELER LIMITED

acting by:



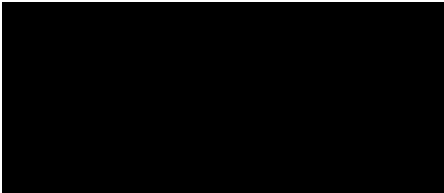
In the presence of:



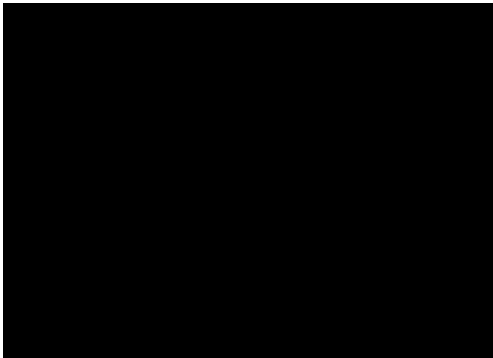
THE NEW OBLIGORS

WOOD GROUP UK LIMITED

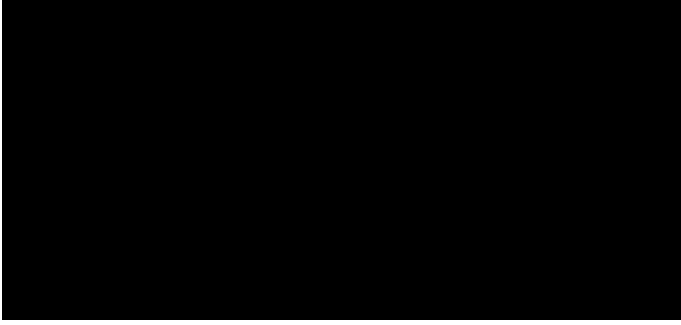
acting by:



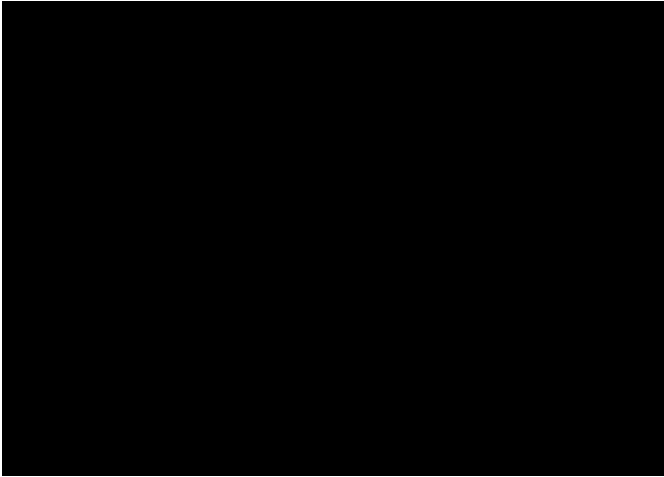
In the presence of:



WOOD GROUP USA, INC.



WOOD CANADA LIMITED WOOD CANADA LIMITÉE



For and on behalf of

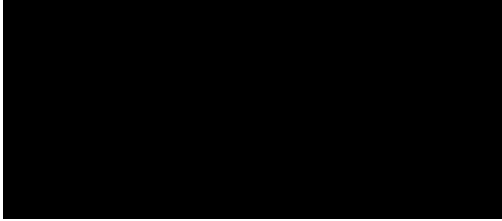
WOOD GROUP NORWAY AS



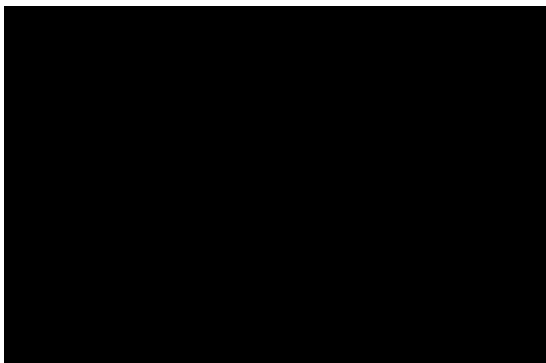
EXECUTED as a **DEED** by

WOOD CHILE LIMITADA

acting by:



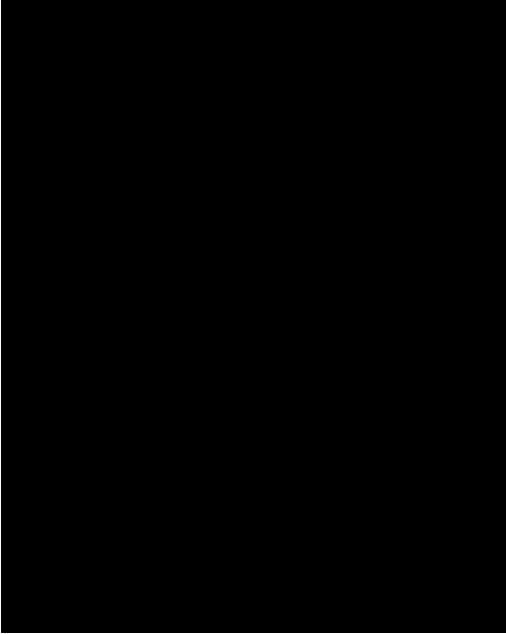
In the presence of:



EXECUTED as a **DEED** by

AMEC FOSTER WHEELER INTERNATIONAL LIMITED

acting by:

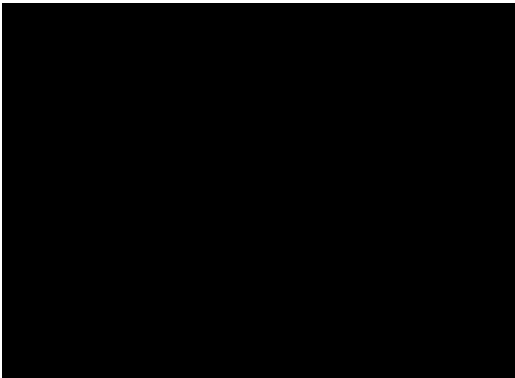


EXECUTED as a **DEED** by

JWG INVESTMENTS LIMITED



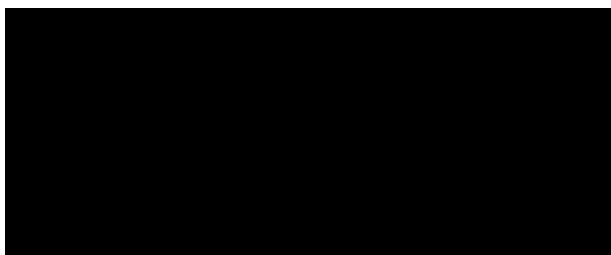
In the presence of:



WOOD CONTRACT SERVICES LLC



Wood Iberia S.L.U.



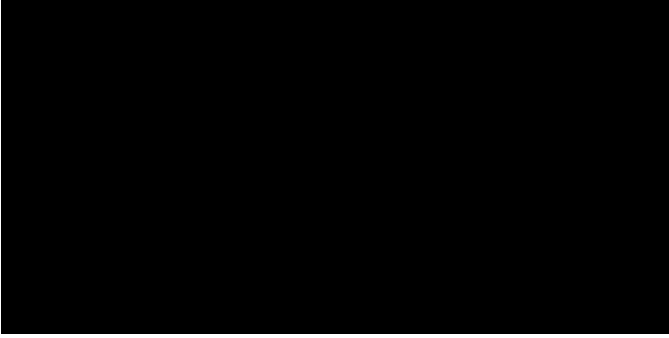
Amec Foster Wheeler Energia S.L.U.



MUSTANG INTERNATIONAL, INC.



WOOD GROUP PSN, INC.

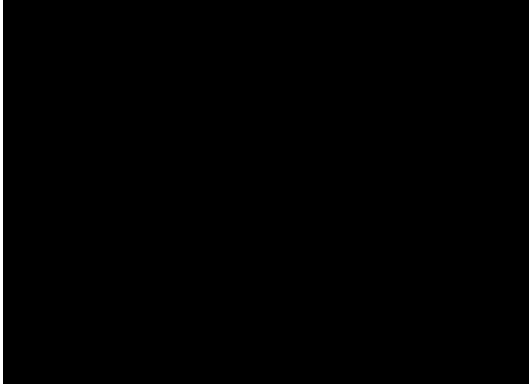


EXECUTED as a **DEED** by

PSN ASIA LIMITED



In the presence of:



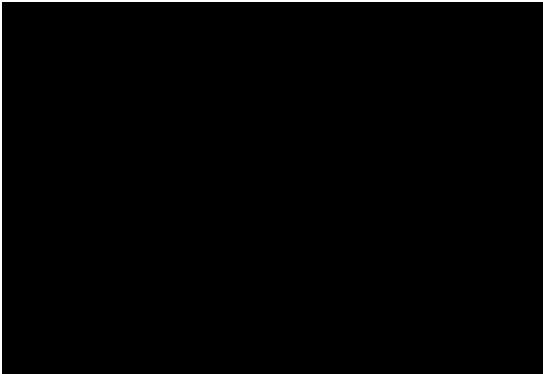
EXECUTED as a **DEED** by

WOOD AND COMPANY LIMITED

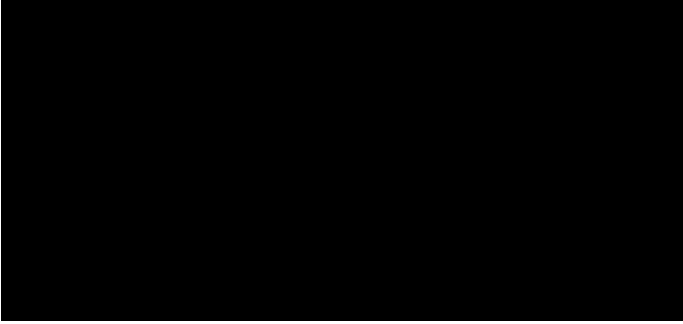
acting by:



In the presence of:



AMEC FOSTER WHEELER USA CORPORATION



WOOD GROUP ALASKA, LLC

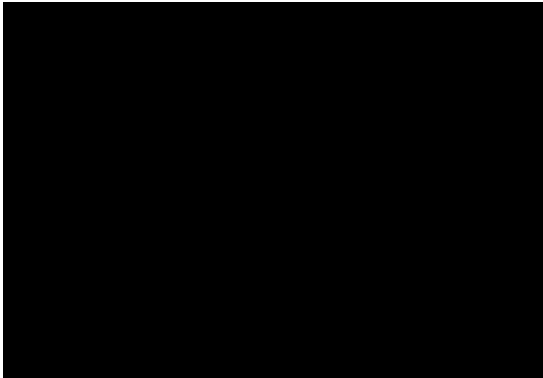


EXECUTED as a **DEED** by

AMEC FOSTER WHEELER (HOLDINGS) LIMITED



In the presence of:



WOOD GROUP SUPPORT SERVICES, INC.

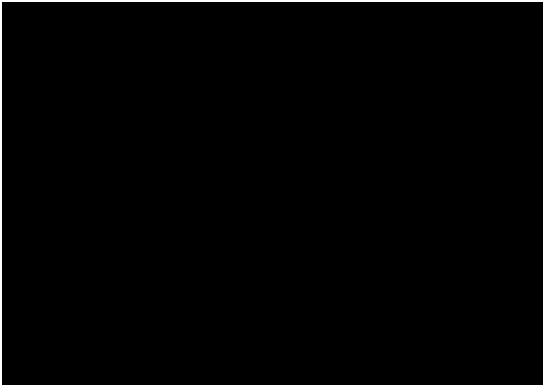


EXECUTED as a **DEED** by

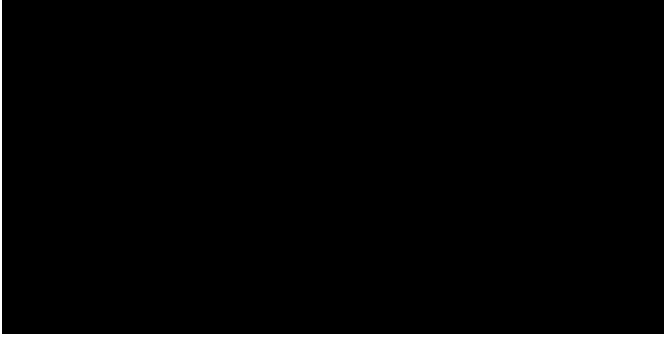
WOOD INTERNATIONAL LIMITED



In the presence of:

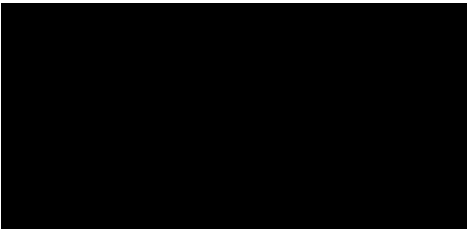


AMEC FOSTER WHEELER NORTH AMERICA CORP.

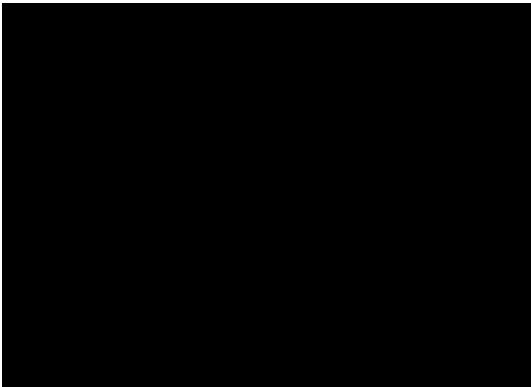


EXECUTED as a **DEED** by

WOOD GROUP LIMITED



In the presence of:

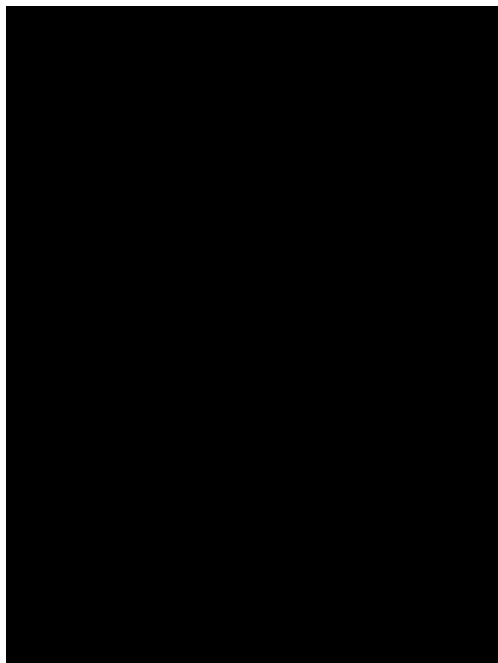


WOOD GROUP CANADA, INC.



EXECUTED as a **DEED** by

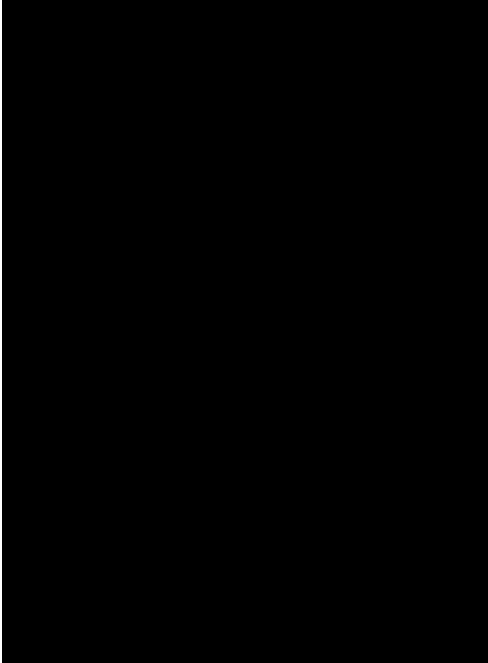
WOOD GROUP ENGINEERING (NORTH SEA) LIMITED



EXECUTED as a **DEED** by

AMEC FOSTER WHEELER GROUP LIMITED

acting by:



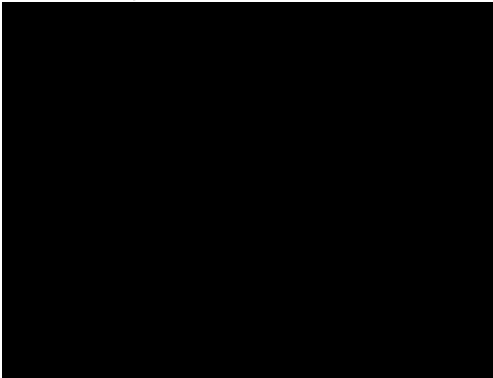
EXECUTED as a **DEED** by

AMEC FOSTER WHEELER ENERGY LIMITED

acting by:



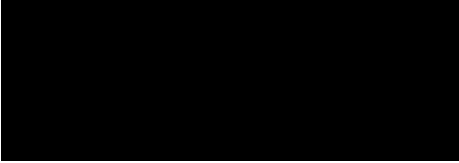
In the presence of:



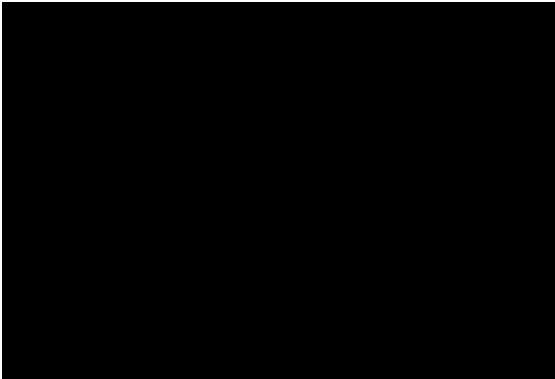
EXECUTED as a **DEED** by

MUSTANG ENGINEERING LIMITED

acting by:



In the presence of:



AMEC FOSTER WHEELER INDUSTRIAL POWER COMPANY, INC.

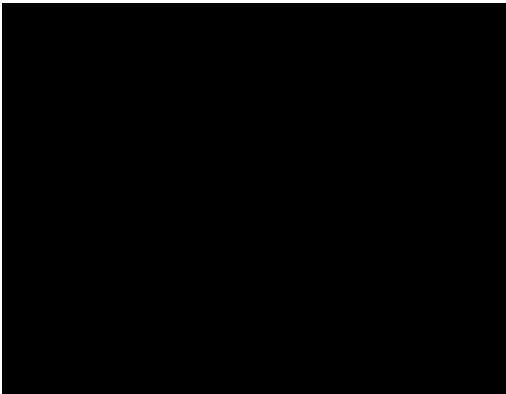


EXECUTED as a **DEED** by

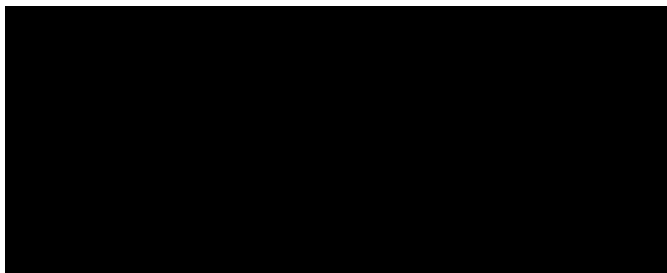
AUTOMATED TECHNOLOGY GROUP HOLDINGS LIMITED



In the presence of:



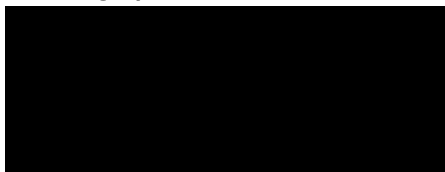
John Wood Group Holdings B.V.



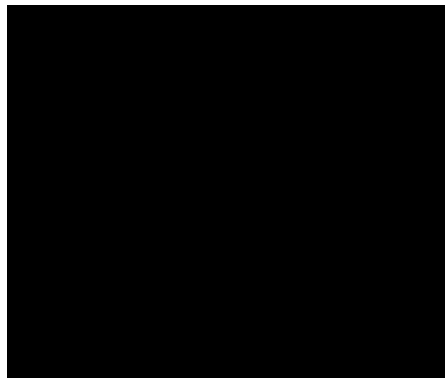
EXECUTED as a **DEED** by

WOOD GROUP ENGINEERING & OPERATIONS SUPPORT LIMITED

acting by:

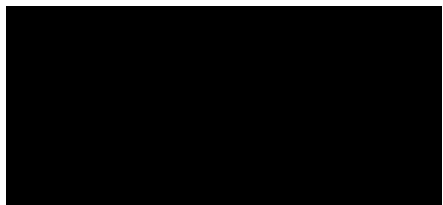


In the presence of:

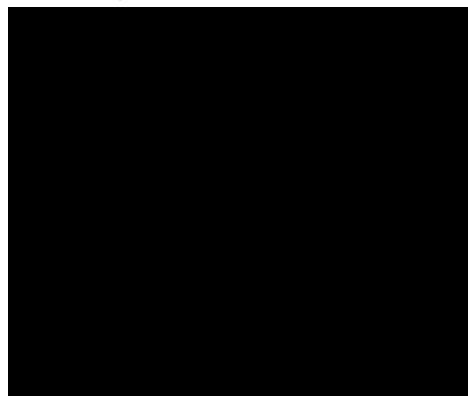


EXECUTED as a **DEED** by

AFW FINANCE 2 LIMITED



In the presence of:



SIGNED, SEALED and DELIVERED as a DEED

by

Name: [Redacted]

as attorney for and on behalf of

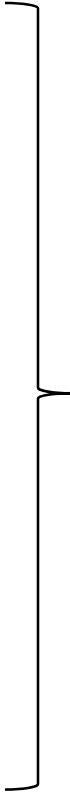
**AMEC FOSTER WHEELER ASIA PACIFIC
PTE. LTD.**

under the power of attorney dated
[Redacted] 28 August
[Redacted] 2025

in the presence of:

[Redacted]

Address: [Redacted]



SIGNED, SEALED and DELIVERED as a DEED

by

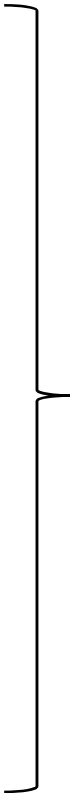
Name: 

as attorney for and on behalf of

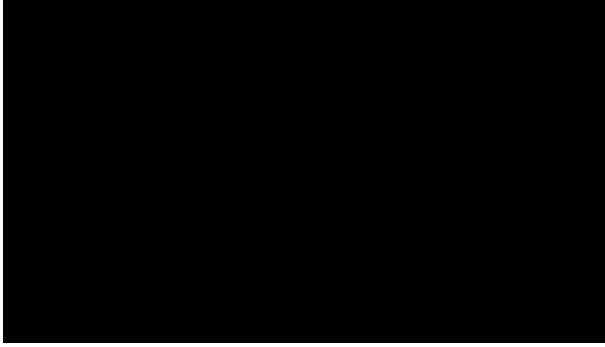
**WOOD GROUP INTERNATIONAL SERVICES
PTE. LTD.**

under the power of attorney dated
 28 August
_____ 2025

in the presence of:



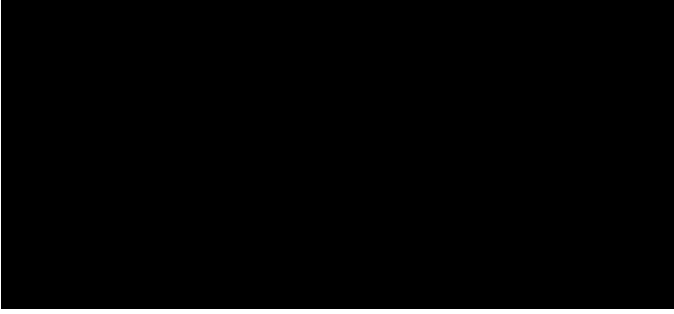
FOSTER WHEELER ENERGY CORPORATION



SWAGGART BROTHERS, INC.



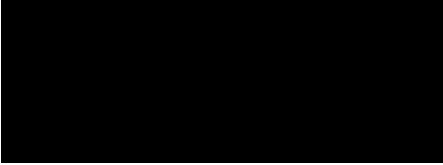
SWAGGART LOGGING & EXCAVATION, LLC



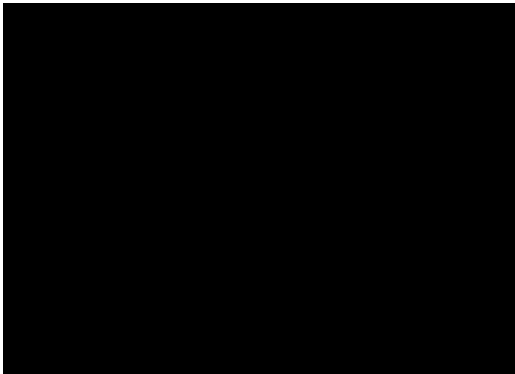
EXECUTED as a **DEED** by

WOOD TRANSMISSION AND DISTRIBUTION LIMITED

acting by:



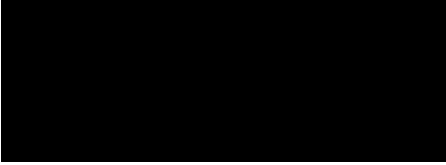
In the presence of:



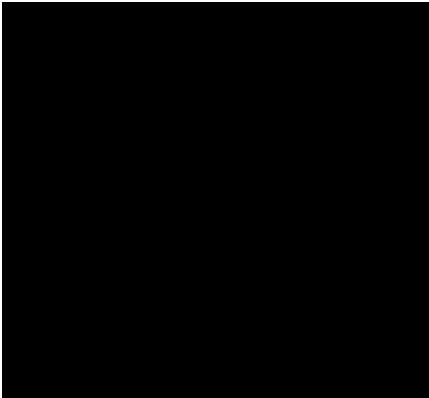
EXECUTED as a **DEED** by

JOHN WOOD GROUP FINANCE LIMITED

acting by:



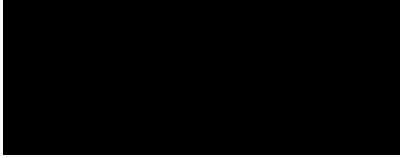
In the presence of:



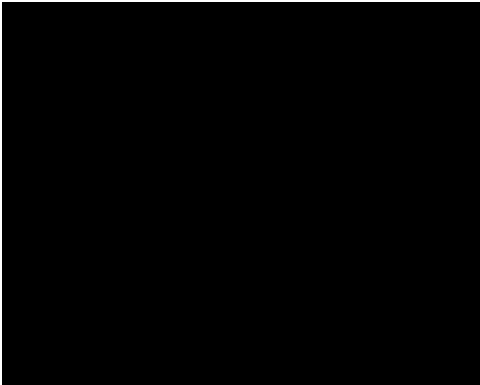
EXECUTED as a **DEED** by

JOHN WOOD GROUP FUNDING LIMITED

acting by:



In the presence of:



THE PNG LOAN COUNTERPARTY

Dated 27 October 2025

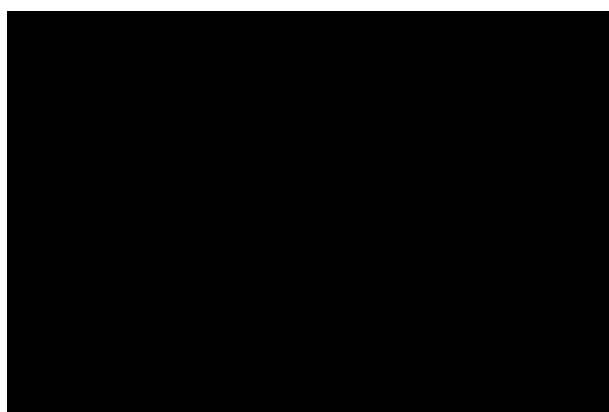
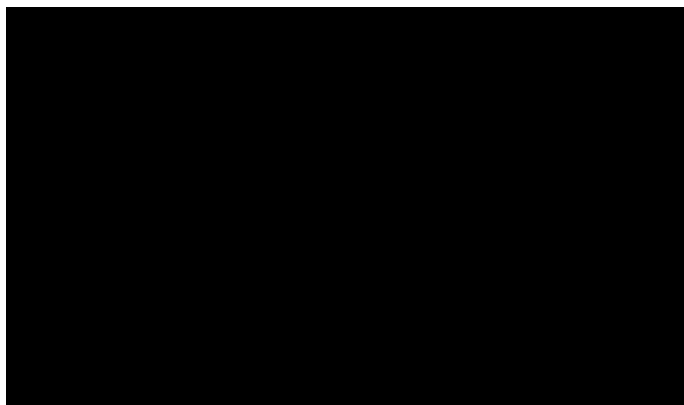
SIGNED by the Authorised

Representative(s) of **Wood Group PNG**

Limited (Company Registration No.

1-112674) (as nominated in its Authorised

Representative Certificate)

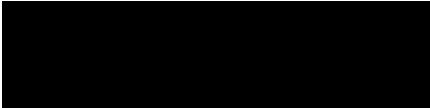


THE IF/NTL SPV

EXECUTED as a **DEED** by

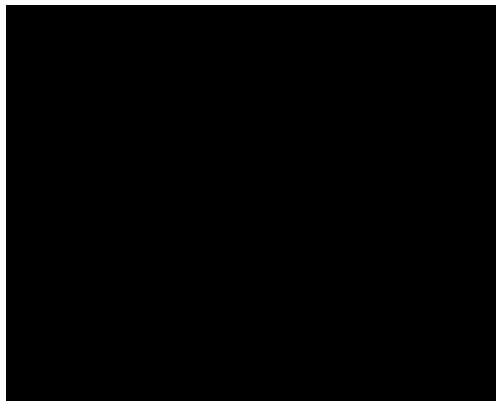
JOHN WOOD GROUP FINANCE LIMITED

acting by:



Attorney

In the presence of:



THE DISPOSALS SPV

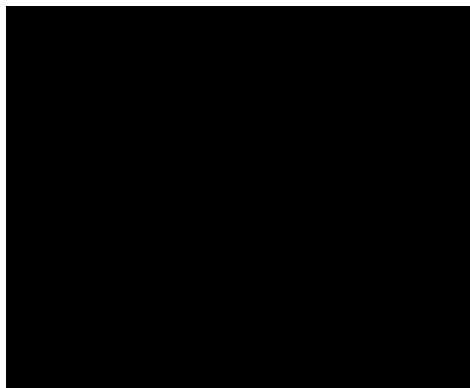
EXECUTED as a **DEED** by

JOHN WOOD GROUP FUNDING LIMITED

acting by:



In the presence of:

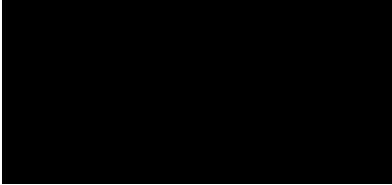


THE SECURITY PROVIDERS

EXECUTED as a **DEED** by

JOHN WOOD GROUP PLC

acting by:



In the presence of:



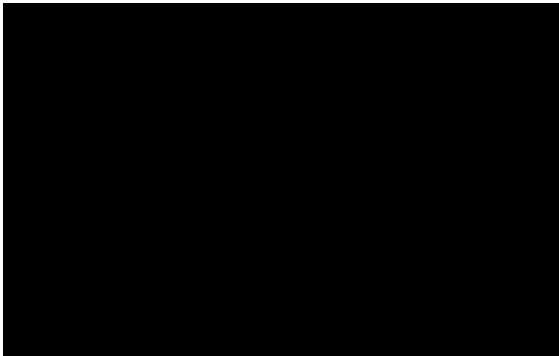
EXECUTED as a **DEED** by

JOHN WOOD GROUP HOLDINGS LIMITED

acting by:



In the presence of:

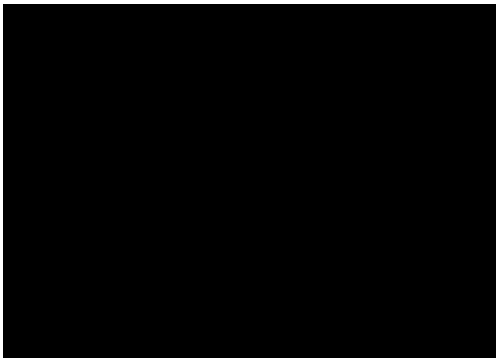


EXECUTED as a **DEED** by
JWGUSA HOLDINGS LIMITED

acting by:



In the presence of:



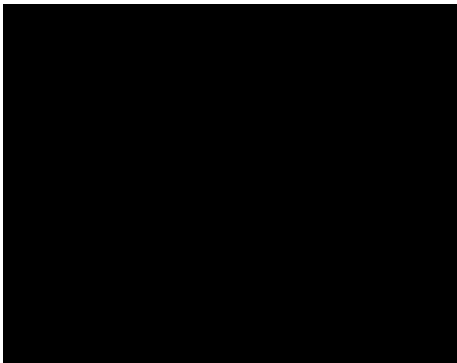
EXECUTED as a **DEED** by

WOOD GROUP INVESTMENTS LIMITED

acting by:



In the presence of:



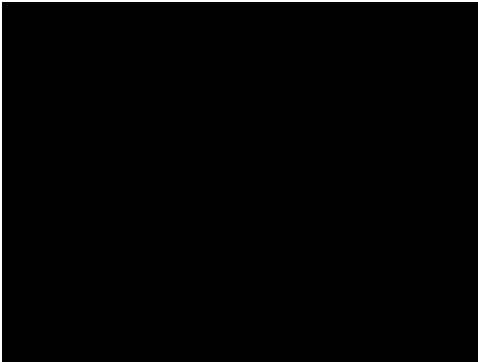
EXECUTED as a **DEED** by

WOOD GROUP HOLDINGS (INTERNATIONAL) LIMITED

acting by:

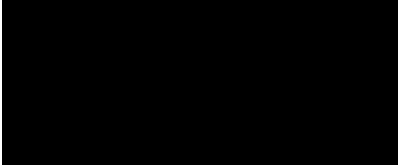


In the presence of:

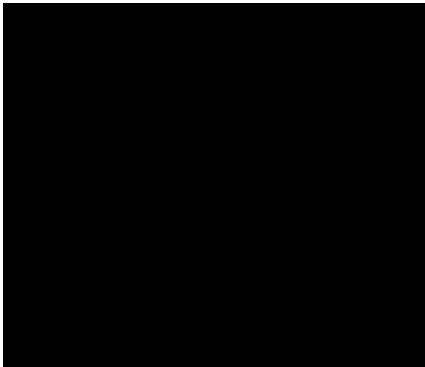


EXECUTED as a **DEED** by
WGPSN (HOLDINGS) LIMITED

acting by:



In the presence of:



EXECUTED as a **DEED** by

WOOD GROUP UK LIMITED

acting by:



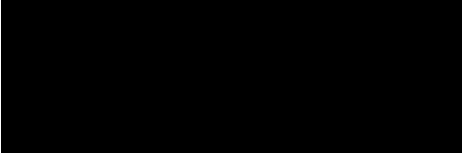
In the presence of:



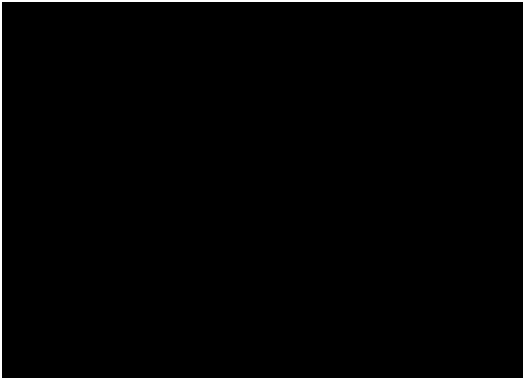
EXECUTED as a **DEED** by

JWG INVESTMENTS LIMITED

acting by:



In the presence of:



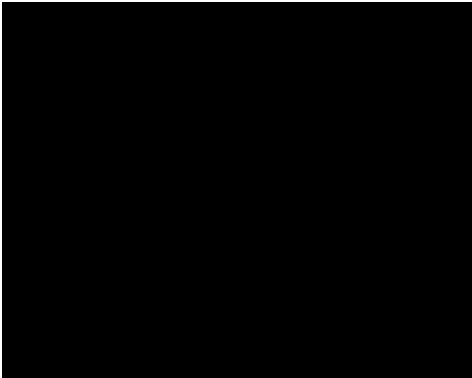
EXECUTED as a **DEED** by

PSN ASIA LIMITED

acting by:



In the presence of:

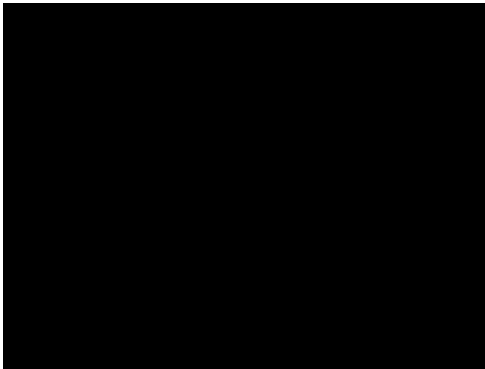


EXECUTED as a **DEED** by

WOOD GROUP LIMITED



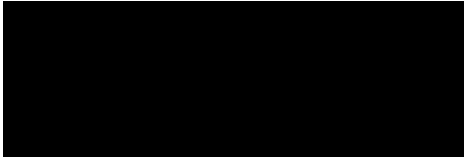
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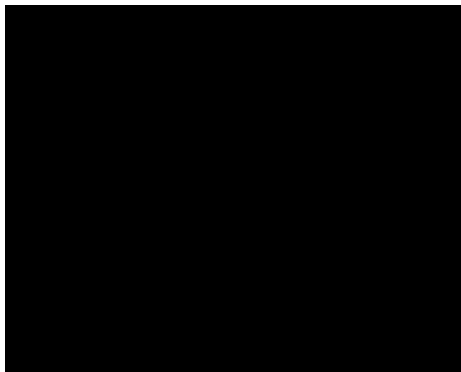
EXECUTED as a **DEED** by

WOOD GROUP ENGINEERING (NORTH SEA) LIMITED

acting by:



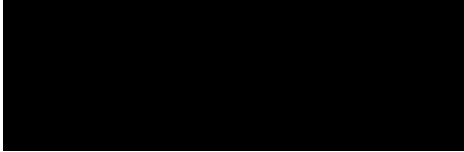
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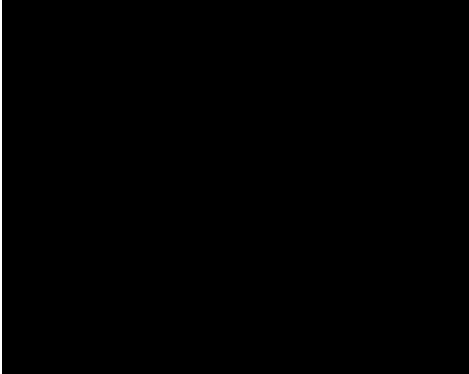
EXECUTED as a **DEED** by

MUSTANG ENGINEERING LIMITED

acting by:



In the presence of:



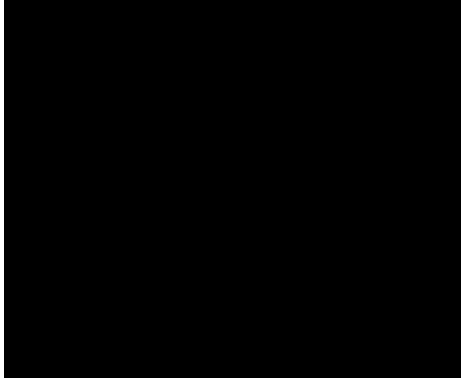
EXECUTED as a **DEED** by

WOOD GROUP ENGINEERING & OPERATIONS SUPPORT LIMITED

acting by:



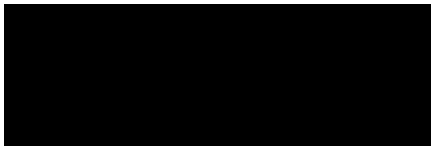
In the presence of:



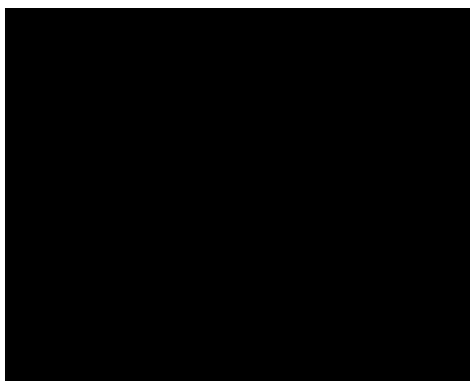
EXECUTED as a **DEED** by

AMEC FOSTER WHEELER LIMITED

acting by:



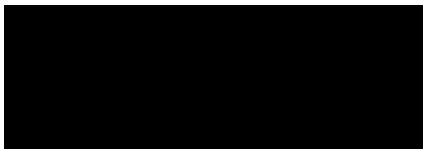
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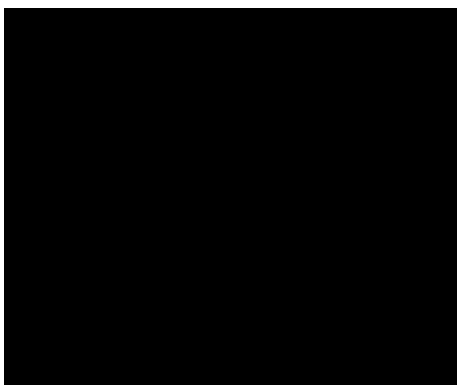
EXECUTED as a **DEED** by

AMEC FOSTER WHEELER INTERNATIONAL LIMITED

acting by:



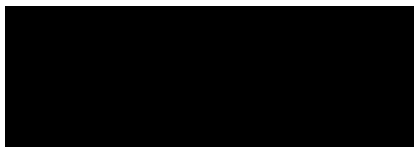
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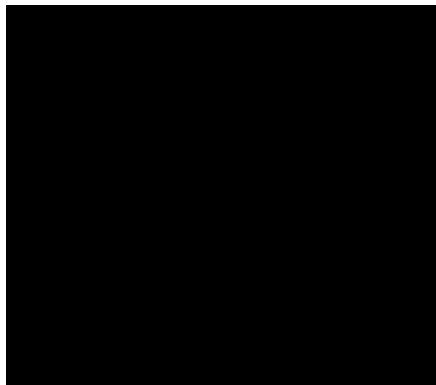
EXECUTED as a **DEED** by

WOOD AND COMPANY LIMITED

acting by:



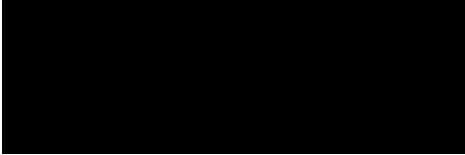
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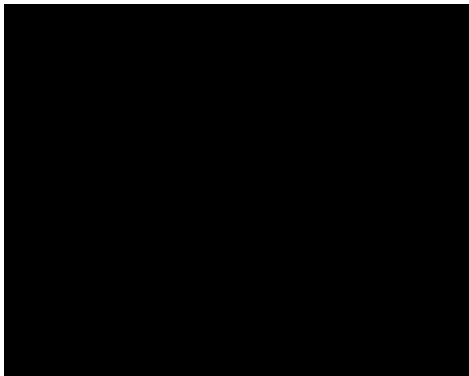
EXECUTED as a **DEED** by

AMEC FOSTER WHEELER (HOLDINGS) LIMITED

acting by:



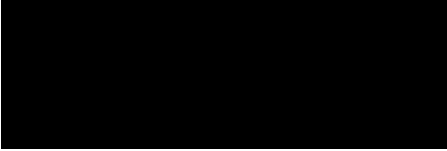
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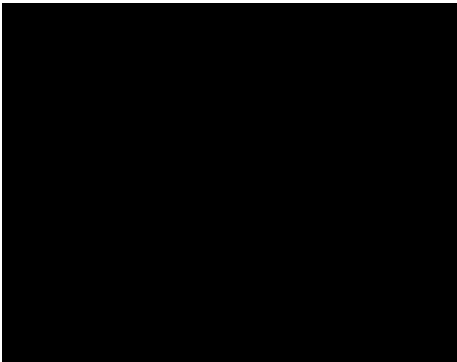
EXECUTED as a **DEED** by

WOOD INTERNATIONAL LIMITED

acting by:



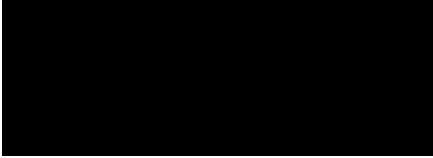
In the presence of:



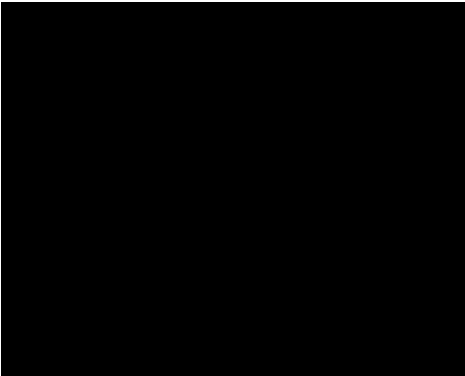
EXECUTED as a **DEED** by

AMEC FOSTER WHEELER GROUP LIMITED

acting by:



In the presence of:

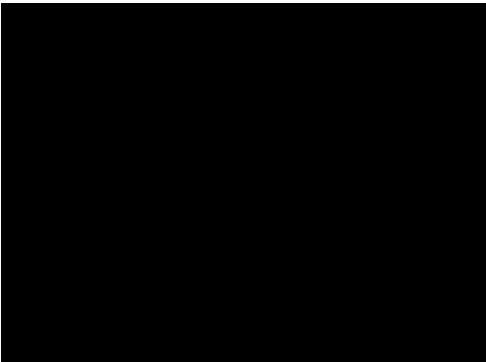


EXECUTED as a **DEED** by

AMEC FOSTER WHEELER ENERGY LIMITED



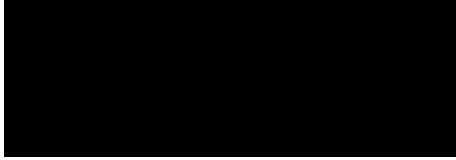
In the presence of:



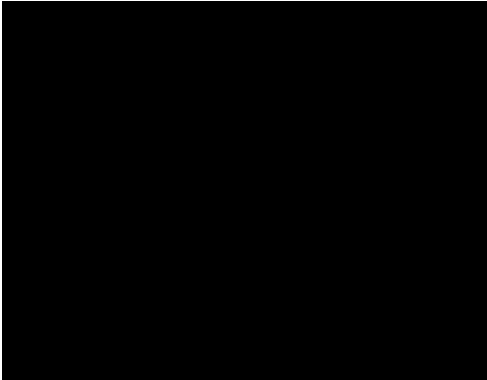
EXECUTED as a **DEED** by

AUTOMATED TECHNOLOGY GROUP HOLDINGS LIMITED

acting by:



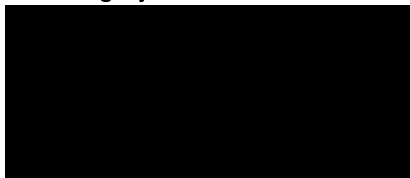
In the presence of:



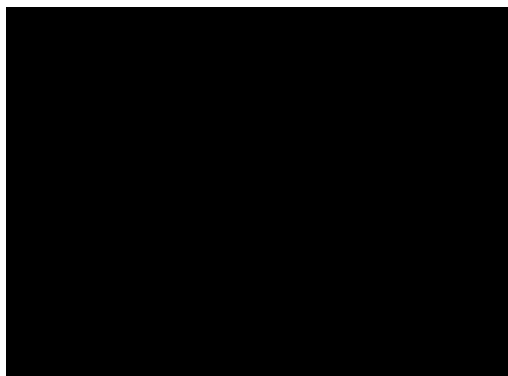
EXECUTED as a **DEED** by

AFW FINANCE 2 LIMITED

acting by:



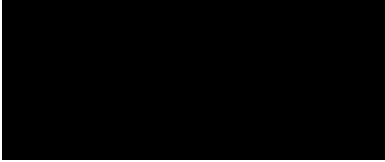
In the presence of:



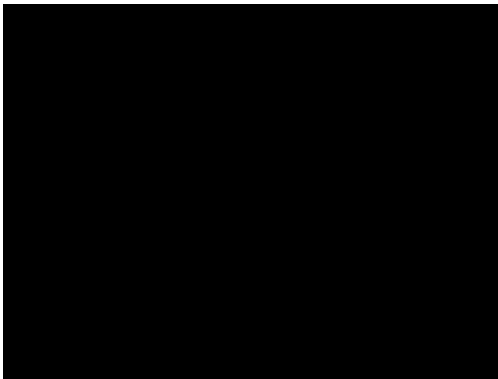
EXECUTED as a **DEED** by

WOOD TRANSMISSION AND DISTRIBUTION LIMITED

acting by:



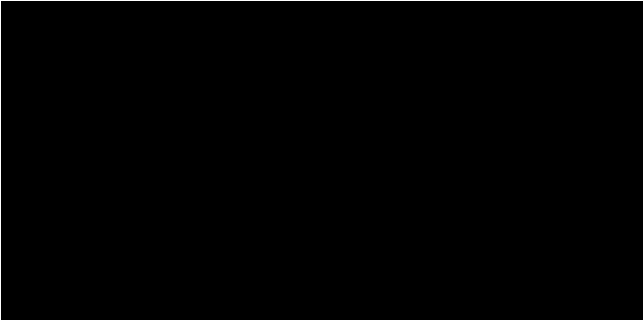
In the presence of:



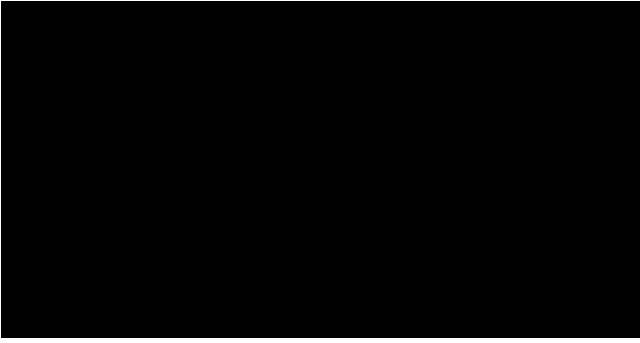
WOOD GROUP US HOLDINGS, INC.



WOOD GROUP USA, INC.



WOOD CONTRACT SERVICES LLC



MUSTANG INTERNATIONAL, INC.



WOOD GROUP PSN, INC.



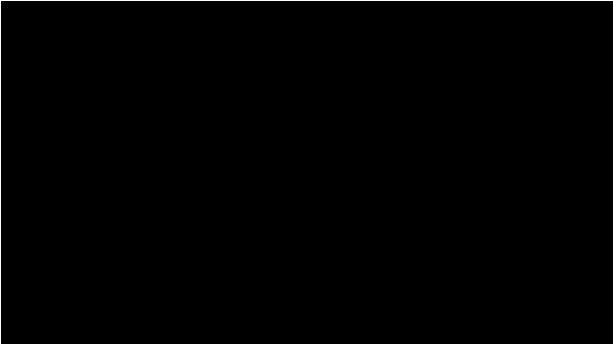
AMEC FOSTER WHEELER USA CORPORATION



WOOD GROUP ALASKA, LLC



WOOD GROUP SUPPORT SERVICES, INC.



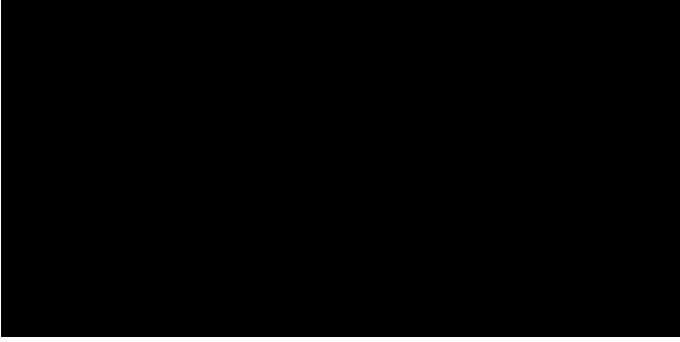
AMEC FOSTER WHEELER NORTH AMERICA CORP.



AMEC FOSTER WHEELER INDUSTRIAL POWER COMPANY, INC.



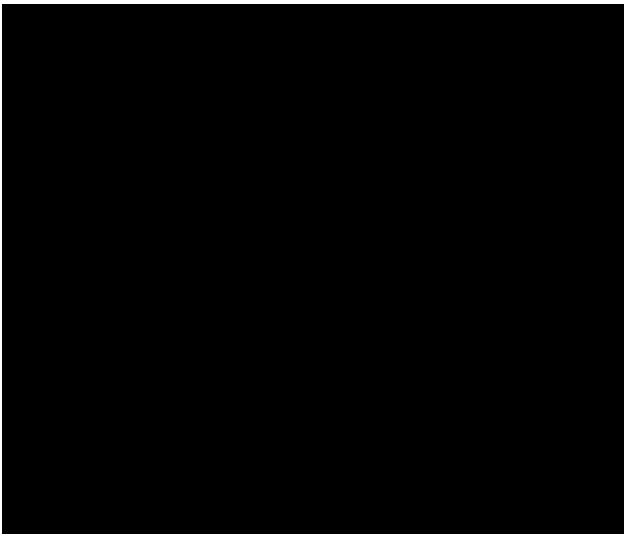
SWAGGART BROTHERS, INC.



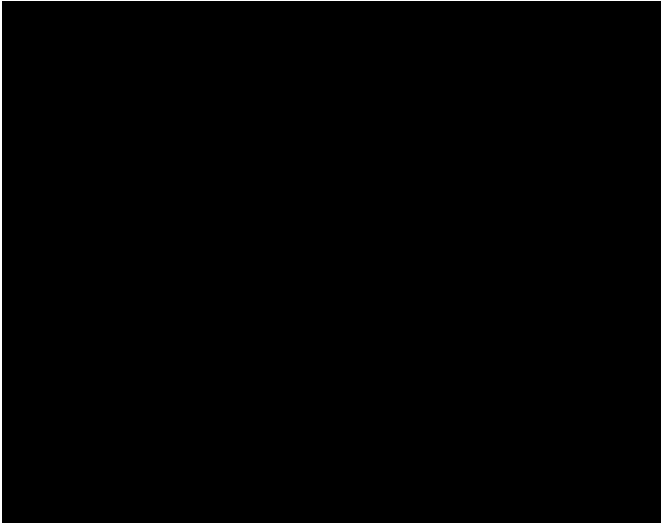
SWAGGART LOGGING & EXCAVATION, LLC



WOOD CANADA LIMITED WOOD CANADA LIMITÉE

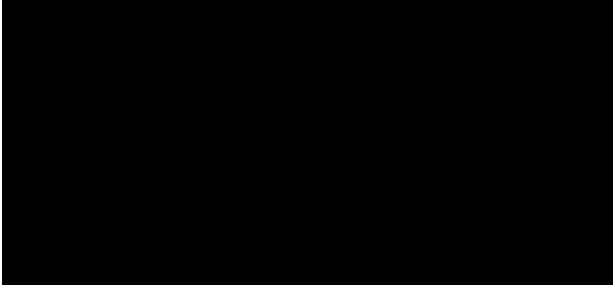


WOOD GROUP CANADA, INC.



For and on behalf of

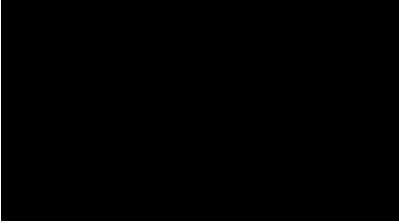
WOOD GROUP NORWAY AS



EXECUTED as a **DEED** by

WOOD CHILE LIMITADA

acting by:



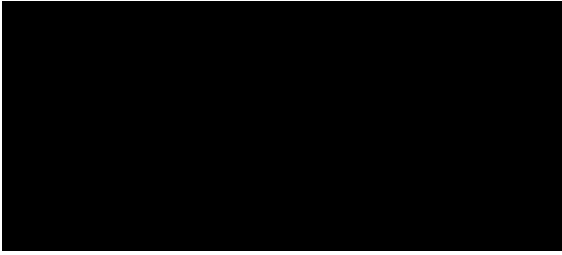
In the presence of:



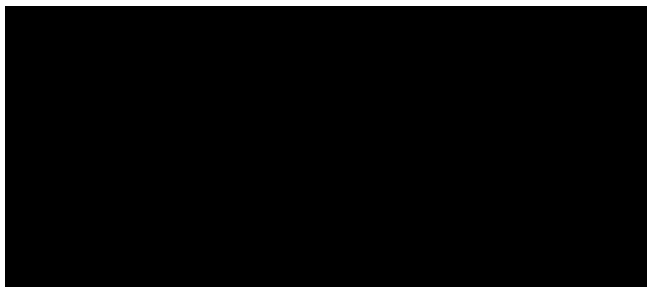
Wood Iberia S.L.U.



Amec Foster Wheeler Energia S.L.U.



John Wood Group Holdings B.V.



SIGNED, SEALED and DELIVERED as a DEED

by

Name

[Redacted Name]

as attorney for and on behalf of

**AMEC FOSTER WHEELER ASIA PACIFIC
PTE. LTD.**

under the power of attorney dated
[Redacted Date] 28 August
[Redacted Date] 2025

in the presence of:

[Redacted Signature Block]

}

SIGNED, SEALED and DELIVERED as a DEED

by

Name:

[Redacted Name]

as attorney for and on behalf of

**WOOD GROUP INTERNATIONAL SERVICES
PTE. LTD.**

under the power of attorney dated

[Redacted Signature]

28 August
2025

in the presence of:

[Redacted Presence]

}

EXECUTED as a **DEED** by

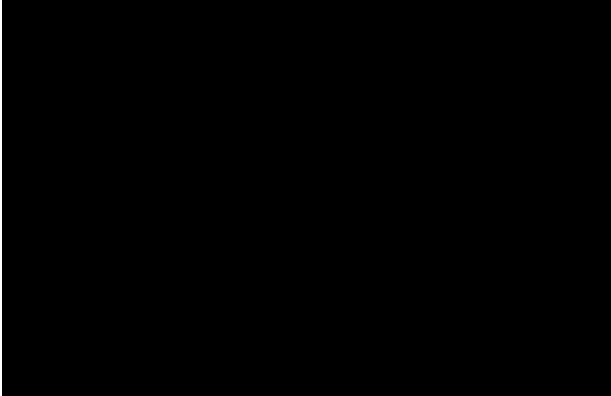
FW INVESTMENT HOLDINGS S.À R.L.

acting by:

A black rectangular box redacting the signature of the acting party.

Attorney

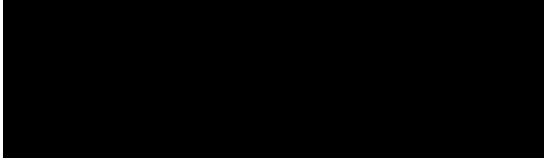
In the presence of:

A large black rectangular box redacting the signature of the witness.

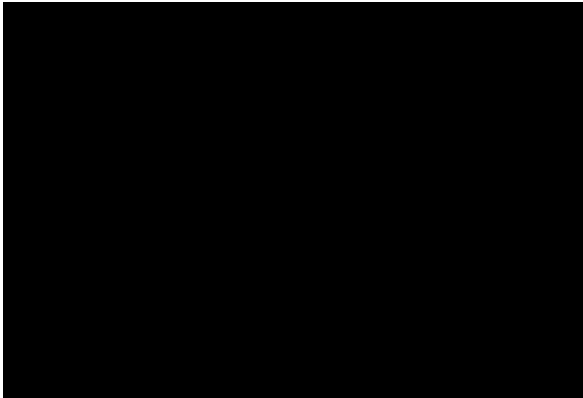
EXECUTED as a **DEED** by

PSN OVERSEAS LIMITED

acting by:



In the presence of:



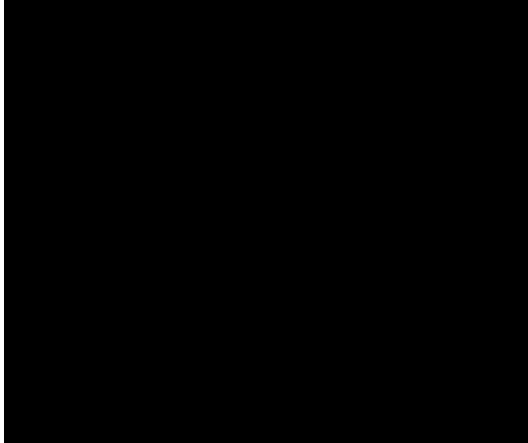
EXECUTED as a **DEED** by

WOOD UK LIMITED

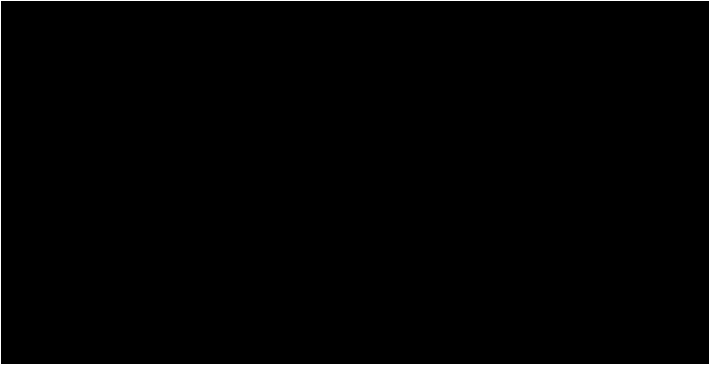
acting by:

A black rectangular redaction box covering the signature of the attorney.

Attorney

A large black rectangular redaction box covering the signature of the attorney.

JWGUSA HOLDINGS, INC.



FOSTER WHEELER INC.

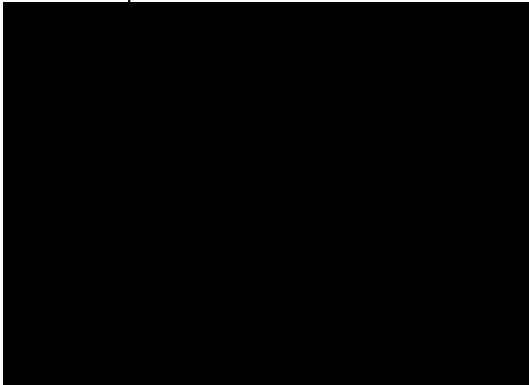


EXECUTED as a **DEED** by

JOHN WOOD GROUP FINANCE LIMITED

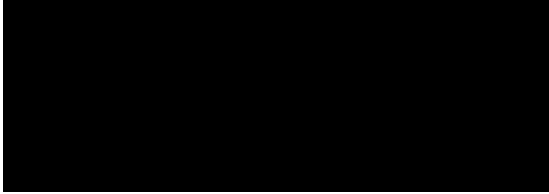


In the presence of:

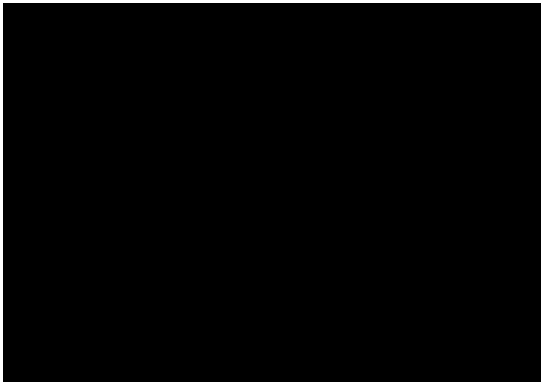


EXECUTED as a **DEED** by

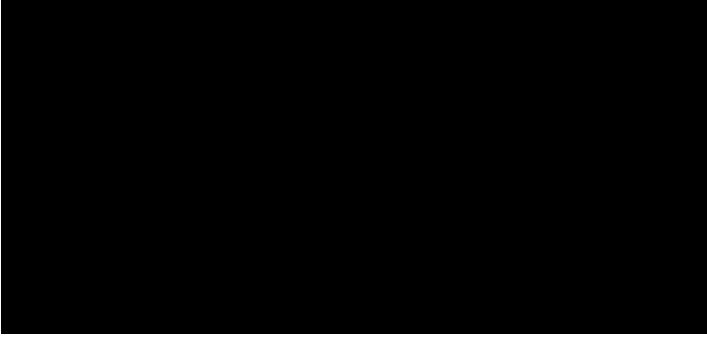
JOHN WOOD GROUP FUNDING LIMITED



In the presence of:

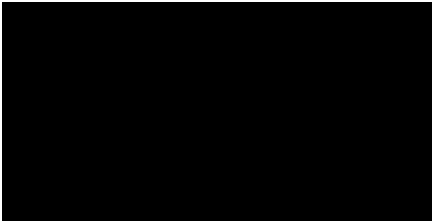


FOSTER WHEELER ENERGY CORPORATION

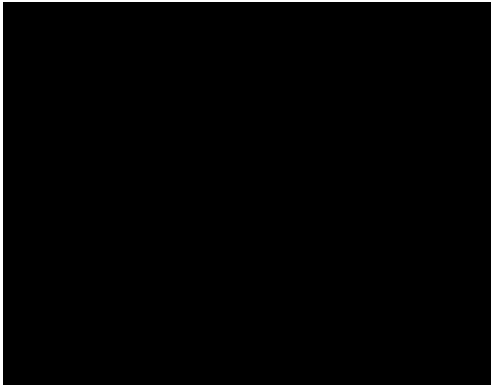


EXECUTED as a **DEED** by

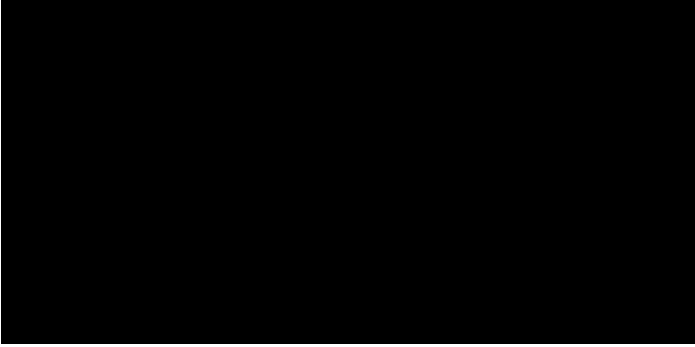
FOSTER WHEELER EUROPE



In the presence of:



FOSTER WHEELER LLC



Executed as a deed by:

[REDACTED], as Investment Adviser



For and on behalf of



Executed as a deed by:

[REDACTED], as Investment Adviser

[REDACTED]

For and on behalf of

[REDACTED]

[REDACTED]

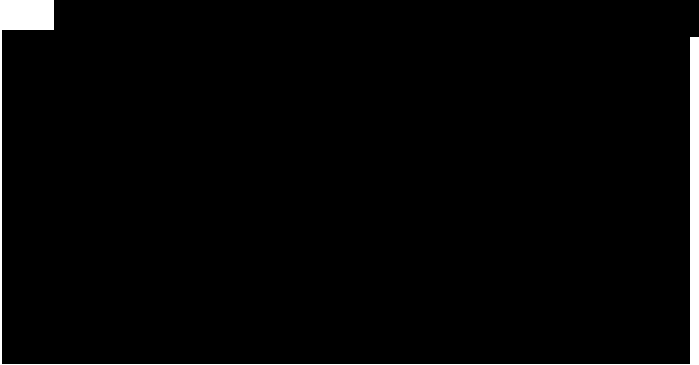
Executed as a deed by:

[Redacted]

[Redacted]

[Redacted]

Executed as a deed by:



Executed as a deed by:

[Redacted]

By: [Redacted], as its investment adviser

[Redacted]

in the presence of:

[Redacted]

Executed as a deed by:

[Redacted]

[Redacted]

Executed as a deed by:

[Redacted]

[Redacted]

Executed as a deed by:

[Redacted]

[Redacted]

Executed as a deed by:

[REDACTED]

By: [REDACTED], as Agent

[REDACTED]

Executed as a deed by:

[Redacted]

By: [Redacted], as Agent

[Redacted]

Executed as a deed by:

[Redacted signature line]

[Redacted signature block]

Executed as a deed by:

[Redacted]

[Redacted]

Executed as a deed by:

[Redacted]

[Redacted]

Executed as a deed by:



Executed as a deed by:

[REDACTED]

By: [REDACTED] pursuant to powers of attorney now and hereafter granted to it

By: [REDACTED] pursuant to powers of attorney now and hereafter granted to it

[REDACTED]

Executed as a deed by:

[Redacted signature line]

By: [Redacted signature], as investment
manager

[Redacted signature block]

Executed as a deed by:

[Redacted]

By: [Redacted], as investment
manager

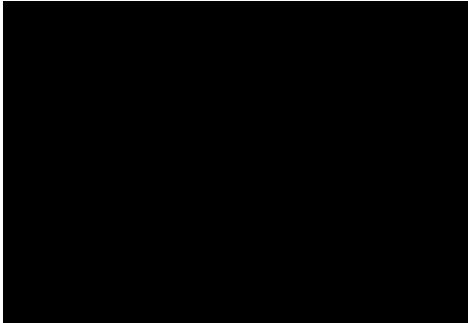
[Redacted]

Executed as a deed by:

[REDACTED], as Investment Adviser

for and on behalf of:

[REDACTED]



Executed as a deed by:

[REDACTED], as Investment Adviser

for and on behalf of:

[REDACTED]

[REDACTED]

Executed as a deed by:

[Redacted]

[Redacted]

Executed as a deed by:

[Redacted signature line]

[Redacted signature block]

Executed as a deed by:



Executed as a deed by:

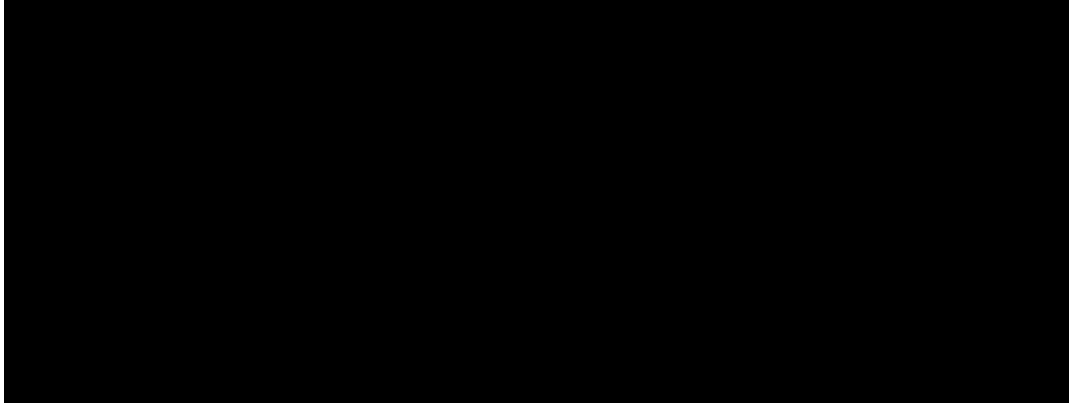
[Redacted]

By: [Redacted], its Sub-Manager

[Redacted]

EXECUTED and **DELIVERED** as a **DEED** by

[REDACTED] in its capacity as RCF Creditor, Term Loan Creditor, EGF Participant, IF Participant and NTL Participant



EXECUTED and **DELIVERED** as a **DEED** by

[REDACTED]

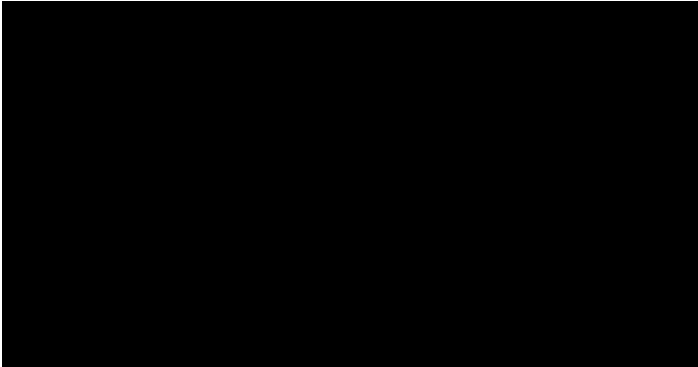
in its capacity as PNG

Creditor

[REDACTED]

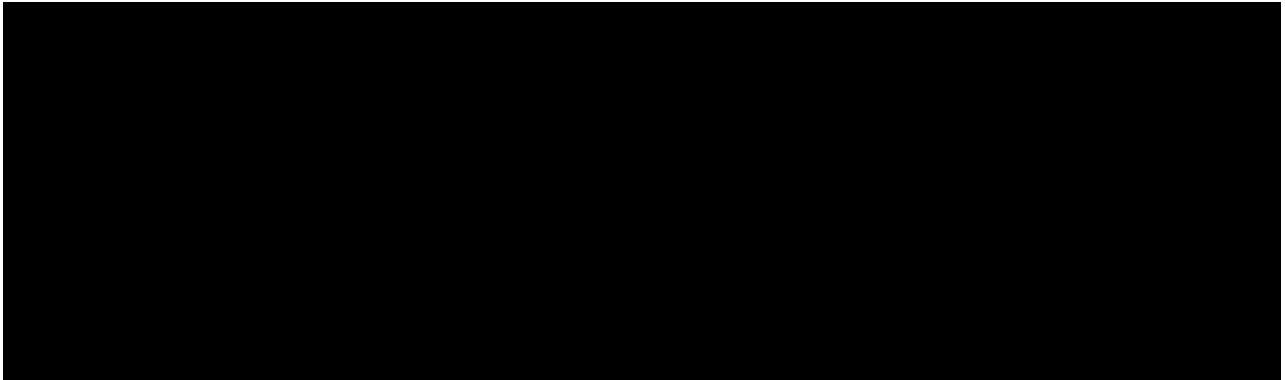
EXECUTED and **DELIVERED** as a **DEED** by

 in its capacity as RCF Creditor,
EGF Participant, IF Participant and NTL Participant



EXECUTED and **DELIVERED** as a **DEED** by

 in its capacity as RCF
Creditor, EGF Participant, IF Participant and NTL Participant



EXECUTED and **DELIVERED** as a **DEED** by

[REDACTED]

in its capacity as EGF

Participant

[REDACTED]

EXECUTED and **DELIVERED** as a **DEED** by

[REDACTED]

in its capacity as IF Participant, NTL

Participant and RCF Creditor

By:

[REDACTED]

EXECUTED and DELIVERED as a DEED by

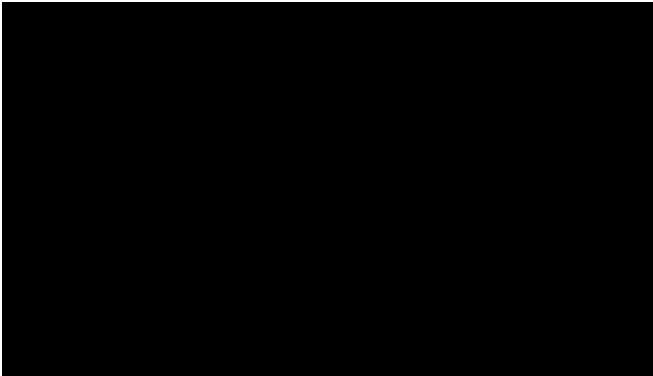
[REDACTED]

in its capacity as RCF Creditor

[REDACTED]

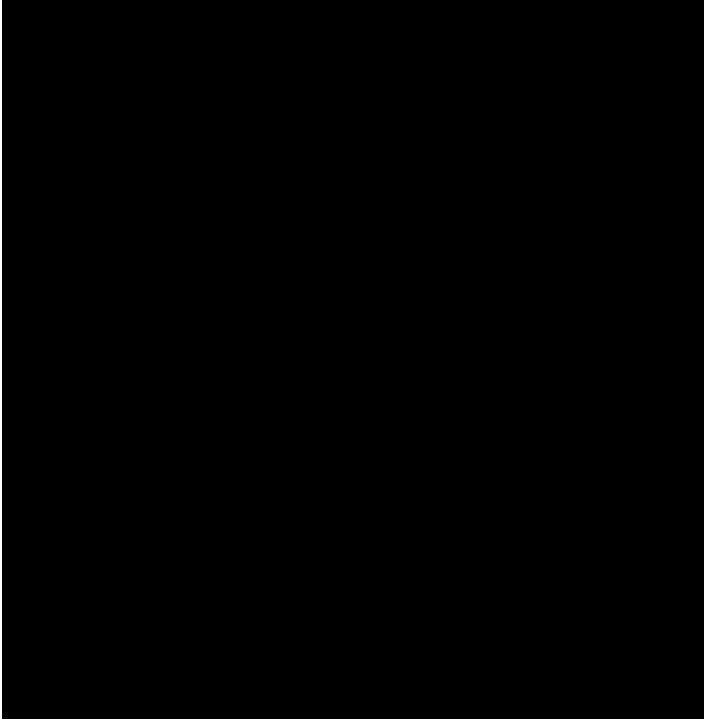
EXECUTED and **DELIVERED** as a **DEED** by

[REDACTED] in its capacity as RCF Creditor, IF Participant and NTL
Participant



EXECUTED and **DELIVERED** as a **DEED** by

[REDACTED] in its capacity as RCF Creditor



EXECUTED and **DELIVERED** as a **DEED** by

[REDACTED] in its capacity as RCF Creditor, Term Loan Creditor, EGF Participant, IF Participant and NTL Participant

By:

[REDACTED]

EXECUTED and DELIVERED as a DEED by

[REDACTED] in its capacity as EGF Participant

[REDACTED]

EXECUTED and DELIVERED as a DEED by

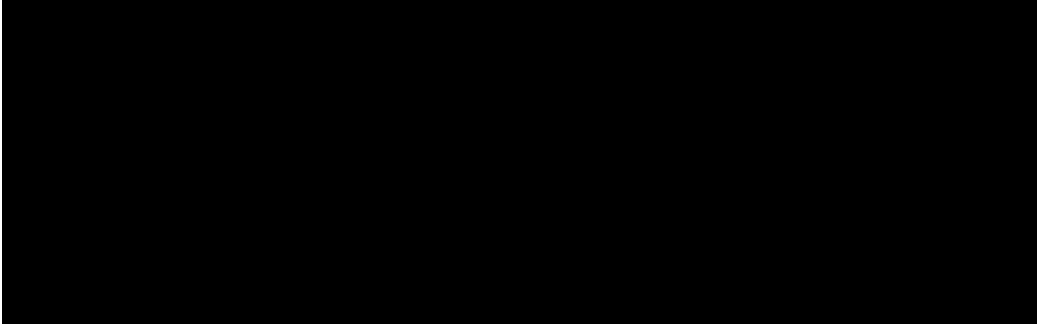
[REDACTED] in its capacity as RCF Creditor, EGF
Participant, IF Participant and NTL Participant

[REDACTED]

EXECUTED and **DELIVERED** as a **DEED** by

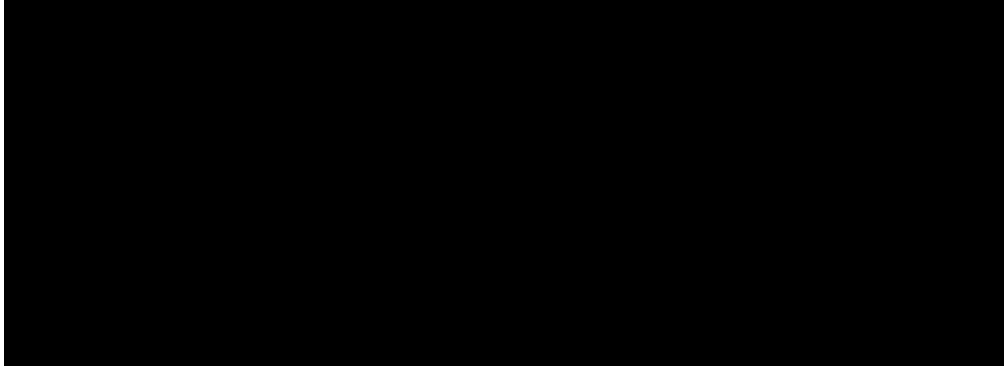
 in its capacity as EGF Participant

By:



EXECUTED and **DELIVERED** as a **DEED** by

[REDACTED] in its capacity as IF Participant, NTL
Participant and RCF Creditor



EXECUTED and **DELIVERED** as a **DEED** by

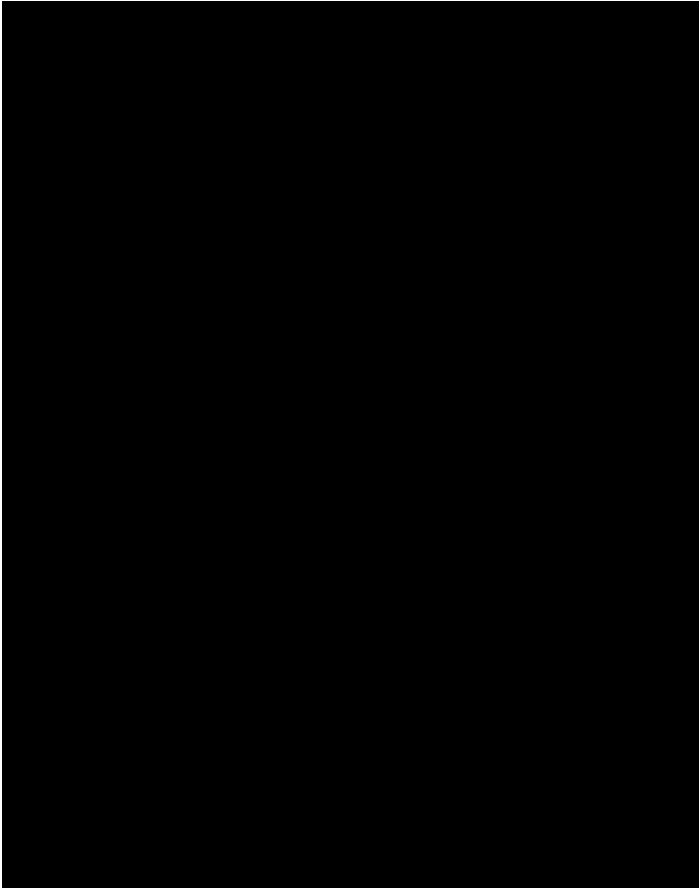
[REDACTED]

in its capacity as EGF Participant

[REDACTED]

EXECUTED and **DELIVERED** as a **DEED** by

[REDACTED] in its capacity as RCF Creditor, Term Loan Creditor, EGF Participant, IF Participant and NTL Participant



EXECUTED and **DELIVERED** as a **DEED** by

[REDACTED] in its capacity as RCF Creditor, IF Participant and
NTL Participant

[REDACTED]

EXECUTED and DELIVERED as a DEED by

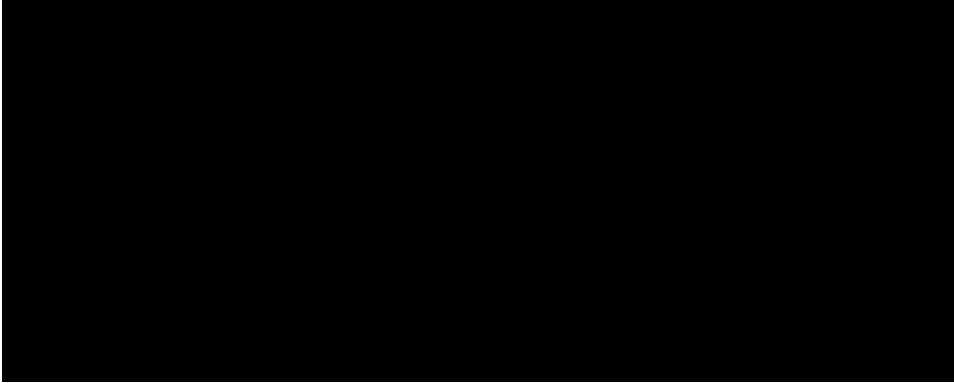
[REDACTED]

in its capacity as EGF Participant

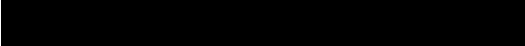
[REDACTED]

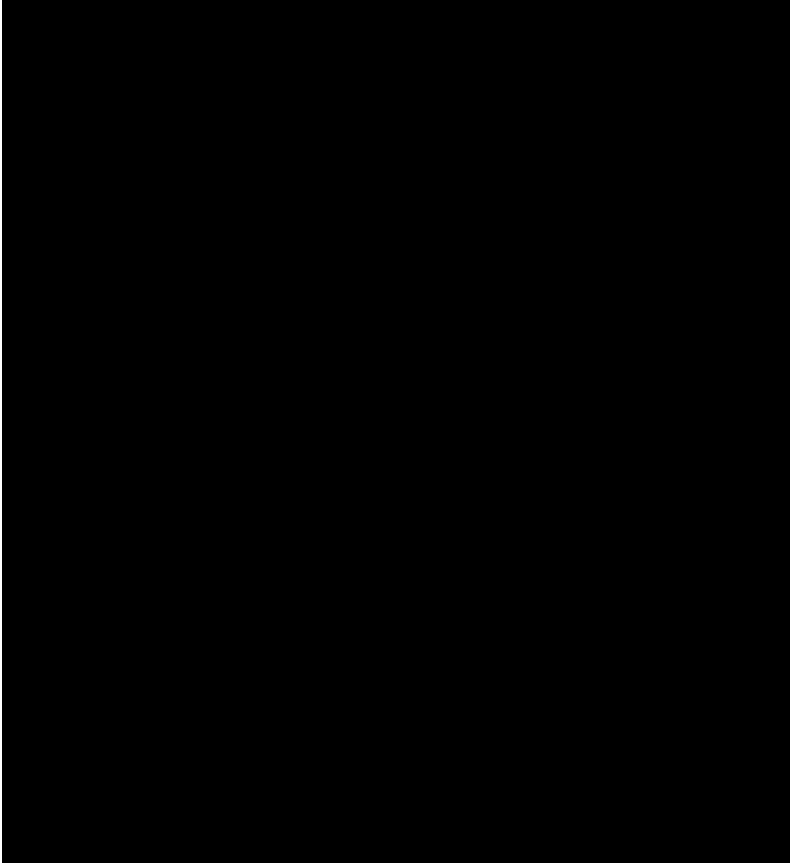
EXECUTED and DELIVERED as a DEED by

[REDACTED] in its capacity as RCF Creditor, EGF
Participant, IF Participant and NTL Participant



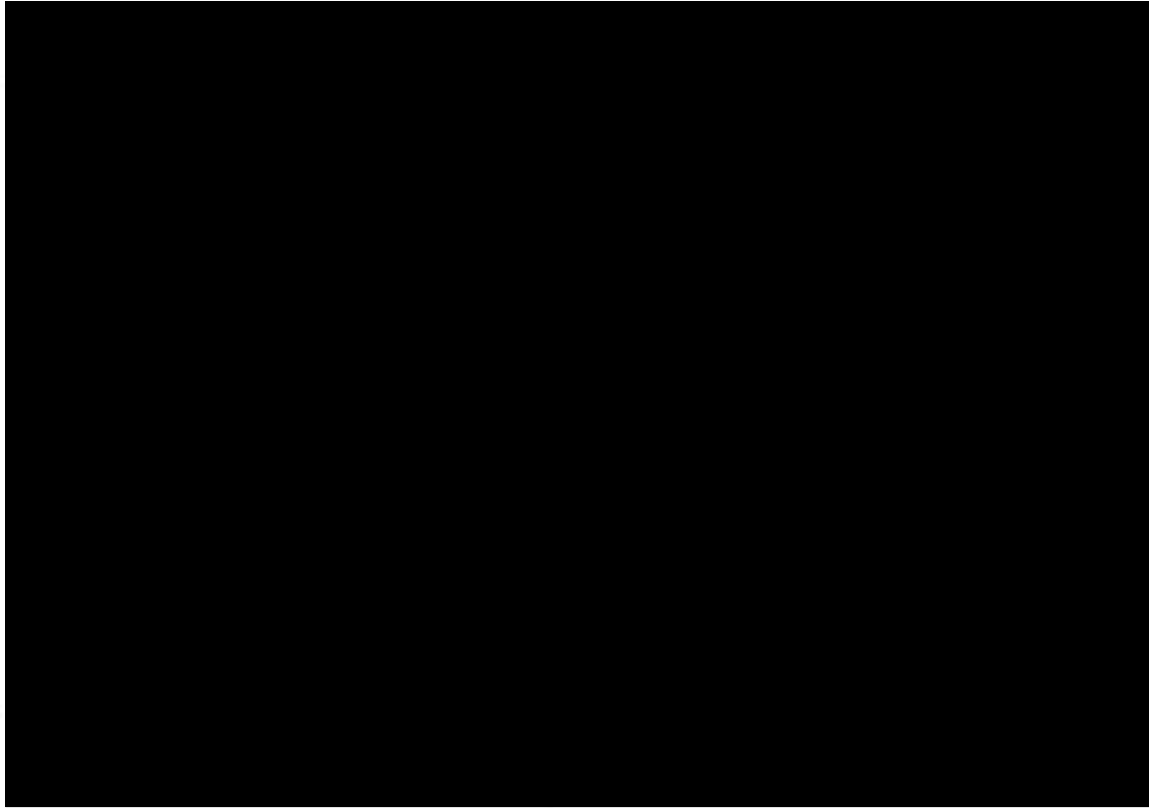
EXECUTED and **DELIVERED** as a **DEED** by

 in its capacity as RCF Agent, Term Loan Agent, EGF Agent, IF Agent and NTL Agent



EXECUTED and DELIVERED as a DEED by

[REDACTED] in its capacity as RCF Creditor, Term Loan Creditor, IF
Participant and NTL Participant



EXECUTED and DELIVERED as a DEED by

[REDACTED]

in its capacity as RCF Creditor, IF

Participant and NII Participant

[REDACTED]

EXECUTED and DELIVERED as a DEED by

[REDACTED] in its capacity as EGF Participant

EXECUTED and DELIVERED as a DEED by

[REDACTED] in its capacity as RCF Creditor, Term Loan
Creditor, IF Participant and NTL Participant

For and on behalf of

[REDACTED]

as lender under the [REDACTED]

[REDACTED]

THE SECURITY AGENT

Executed as a deed by)
GLAS TRUST CORPORATION LIMITED)
[REDACTED])
authorised signatory, in the presence of:)

Name of witness:

Signature:

Address:

Occupation:

