ELECTRONIC TRANSMISSION DISCLAIMER

STRICTLY NOT TO BE FORWARDED TO ANY OTHER PERSONS

IMPORTANT: You must read the following disclaimer before continuing. This electronic transmission applies to the attached Prospectus and you are therefore advised to read this disclaimer carefully before reading, accessing or making any other use of the attached prospectus (the "Prospectus") relating to Petrofac Limited (the "Company") dated 29 April 2025 accessed from this page or otherwise received as a result of such access and you are therefore advised to read this disclaimer carefully before reading, accessing or making any other use of the attached Prospectus. In accessing the attached Prospectus, you agree to be bound by the following terms and conditions, including any modifications to them from time to time, each time you receive any information from us as a result of such access. You acknowledge that this electronic transmission and the delivery of the attached Prospectus is confidential and intended for you only and you agree you will not forward, reproduce or publish this electronic transmission or the attached Prospectus, whether electronically or otherwise, to any other person. The Prospectus has been prepared solely in connection with the proposed admission of the New Shares to the equity shares (commercial companies) segment of the Official List and to trading on the London Stock Exchange's main market for listed securities (the "New Shares Admission") and of the Tranche 1 Warrants and the Tranche 2 Warrants to the warrants, options and other miscellaneous securities listing segment of the Official List and to trading on the London Stock Exchange's main market for listed securities respectively (the "Warrants Admission" and, together with the New Shares Admission, "Admission"). Applications will be made to the FCA and to the London Stock Exchange in connection therewith. It is expected that Admission of the New Shares, Tranche 1 Warrants and the Tranche 2 Warrants that are issued on the Restructuring Effective Date will become effective on the Restructuring Effective Date.

The Prospectus has been approved by the FCA as a prospectus prepared in accordance with the Prospectus Regulation Rules made under section 73A of the FSMA. The Prospectus is available on the Company's website at https://www.petrofac.com. Other disclosures related to the Balance Sheet Restructuring are expected to be published on this website.

THIS ELECTRONIC TRANSMISSION AND THE ATTACHED PROSPECTUS MAY ONLY BE DISTRIBUTED IN "OFFSHORE TRANSACTIONS" AS DEFINED IN, AND IN RELIANCE ON, REGULATION S UNDER THE US SECURITIES ACT OF 1933 (THE "SECURITIES ACT") OR WITHIN THE UNITED STATES TO PERSONS REASONABLY BELIEVED TO BE QUALIFIED INSTITUTIONAL BUYERS ("QIBs") AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT ("RULE 144A") OR ANOTHER EXEMPTION FROM, OR TRANSACTION NOT SUBJECT TO, REGISTRATION UNDER THE SECURITIES ACT. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THE ATTACHED PROSPECTUS IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS NOTICE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS. NOTHING IN THIS ELECTRONIC TRANSMISSION AND THE ATTACHED PROSPECTUS CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN ANY JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OF THE UNITED STATES OR OTHER JURISDICTION AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) TO A PERSON THAT THE HOLDER AND ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVES IS A QIB AS DEFINED IN RULE 144A PURSUANT TO AN EXEMPTION FROM, OR TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, OR (2) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES.

ANY FORWARDING, REDISTRIBUTION OR REPRODUCTION OF THE PROSPECTUS IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

This electronic transmission and the attached Prospectus is only addressed to and directed at persons in member states of the European Economic Area who are "qualified investors" within the meaning of Article 2(e) of Regulation (EU) 2017/1129 (the "Prospectus Regulation") ("Qualified Investors"). In the United Kingdom, this electronic transmission and the attached Prospectus is being distributed only to, and is directed only at, persons: (A) (i) who have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "Order"), (ii) falling within Article 49(2)(a) to (d) of the Order and (iii) to whom it may otherwise lawfully be communicated; and (B) who are "qualified investors" within the meaning of Article 2(e) of the Prospectus Regulation (Regulation (EU) 2017/1129) as it forms part of retained EU law as defined in the European Union (Withdrawal) Act 2018 (all such persons together being referred to as "relevant persons"). This electronic transmission and the attached Prospectus must not be acted on or relied on (i) in the United Kingdom, by persons who are not relevant persons, and (ii) in any member state of the European Economic Area, by persons who are not Qualified Investors. Any investment or investment activity to which the attached Prospectus relates is available only to (i) in the United Kingdom, relevant persons, and (ii) in any member state of the European Economic Area, Qualified Investors, and will be engaged in only with such persons.

Confirmation of Your Representation: This electronic transmission and the attached Prospectus is delivered to you on the basis that you are deemed to have represented to the Company and J.P. Morgan Securities plc (which conducts its UK investment banking activities as J.P. Morgan Cazenove) ("J.P. Morgan" or the "Sponsor", solely in relation to the New Shares) that you have understood and agree to the terms set out herein, and (i) you are (a) a "qualified institutional buyer" as defined in Rule 144A under the Securities Act or (b) located outside the United States; (ii) if you are in the United Kingdom, you are a relevant person and/or a relevant person who is acting on behalf of relevant persons in the United Kingdom to the extent you are acting on behalf of persons or entities in the United Kingdom; (iii) if you are in any member state of the European Economic Area, you are a Qualified Investor and/or a Qualified Investor acting on behalf of Qualified Investors to the extent you are acting on behalf of persons or entities in the European Economic Area; (iv) the securities acquired by you in the offer have not been acquired on a non-discretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, any person in circumstances which may constitute or give rise to an offer of any securities to the public other than their offer or resale, in the United Kingdom. to relevant persons, and in any member state of the European Economic Area, to Qualified Investors; (v) if you are outside the United States, United Kingdom and European Economic Area (and the electronic mail address that you provided and to which this Prospectus has been delivered are not located in such jurisdictions) you are a person into whose possession this Prospectus may lawfully be delivered in accordance with the laws of the jurisdiction in which you are located; and (vi) you are an institutional investor that is eligible to receive the attached Prospectus and you consent to delivery by electronic transmission.

You are reminded that you have received this electronic transmission and the attached Prospectus on the basis that you are a person into whose possession the attached Prospectus may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not nor are you authorised to deliver the attached Prospectus, electronically or otherwise, to any other person. The attached Prospectus has been made available to you in an electronic form. You are reminded that Prospectus transmitted via this medium may be altered or changed during the process of electronic transmission and consequently neither the Company, the Sponsor nor any of their respective affiliates, directors, officers, employees, agents or advisers accepts any liability or responsibility whatsoever in respect of any difference between the Prospectus distributed to you in electronic format and the hard copy version. A hard copy of the Prospectus will be made available to you only upon request.

By accessing the linked Prospectus, you consent to receiving it in electronic form. Neither the Sponsor nor any of its affiliates accepts any responsibility whatsoever for the contents of the attached Prospectus, including its accuracy, completeness or verification, or for any other statement made or purported to be made by it, or on its behalf, in connection with the Company, the Admission, the New Shares, the Tranche 1 Warrants or the Tranche 2 Warrants or any other transaction or arrangement referred to in the attached Prospectus. The Sponsor and each of its affiliates, each accordingly disclaims, to the fullest extent permitted by applicable law, all and any duty, liability or responsibility whatsoever, whether arising in tort, contract or otherwise which they might otherwise have in respect of such Prospectus or any such statement. No representation or warranty express or implied, is made by any of the Sponsor or any of its affiliates, directors, officers, employees, agents or advisers as to the accuracy, completeness, verification or sufficiency of the information set out in the attached Prospectus and nothing in this document will be relied upon as a promise or representation in this respect, whether or not in respect of the past, present or future, provided that nothing in this paragraph shall seek to exclude or limit any responsibilities or liabilities which may arise under the FSMA or the regulatory regime established thereunder.

J.P. Morgan is acting exclusively for the Company and no one else in connection with the New Shares Admission, it will not regard any other person (whether or not a recipient of this document) as its client in relation to the New Shares Admission or any other transaction or arrangement referred to herein, and will not be responsible to anyone other than the Company for providing the protections afforded to its clients, or for providing advice, in relation to Admission or any other transaction or arrangement referred to herein. J.P. Morgan is not acting as sponsor in relation to the Tranche 1 Warrants or the Tranche 2 Warrants.

Restriction: Nothing in this electronic transmission constitutes, and this electronic transmission may not be used in connection with, an offer of securities for sale to persons other than the specified categories of institutional buyers described above and to whom it is directed and access has been limited so that it shall not constitute a general solicitation. If you have gained access to this transmission contrary to the foregoing restrictions, you will be unable to purchase any of the securities described therein.

You are responsible for protecting against viruses and other destructive items. Your receipt of this Prospectus via electronic transmission is at your own risk and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to what action you should take, you are recommended to seek your own personal financial advice immediately from your stockbroker, bank, solicitor, accountant, fund manager or other appropriate independent financial adviser, who is authorised under the Financial Services and Markets Act 2000 ("FSMA") if you are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser.

This document comprises a simplified prospectus for the purposes of Article 14 of the UK version of Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 as amended (the "**Prospectus Regulation**") relating to Petrofac Limited ("**Petrofac**" or the "**Company**") prepared in accordance with the Prospectus Regulation Rules of the FCA made under section 73(A) of FSMA (the "**Prospectus Regulation Rules**").

This document has been approved by the FCA, as competent authority under the Prospectus Regulation, in accordance with the Prospectus Regulation Rules. The FCA only approves the prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation; such approval should not be considered as an endorsement of the Company that is, or the quality of the securities that are, the subject of this document. Shareholders and investors should make their own assessment as to the suitability of investing in the securities. This document has been drawn up as part of a simplified prospectus in accordance with Article 14 of the Prospectus Regulation.

A copy of this document has been delivered to the registrar of companies in accordance with Article 5 of the Companies (General Provisions) (Jersey) Order 2002, and he has given, and has not withdrawn, his consent to its circulation. The Jersey Financial Services Commission has given, and has not withdrawn, its consent under Article 2 of the Control of Borrowing (Jersey) Order 1958 to the issue of shares in the Company. It must be distinctly understood that, in giving these consents, neither the registrar of companies nor the Jersey Financial Services Commission takes any responsibility for the financial soundness of the Company or for the correctness of any statements made, or opinions expressed, with regard to it. It should be remembered that the price of securities and the income from them can go down as well as up.

This document together with the documents incorporated into it by reference (as set out in Part VIII (*Information Incorporated by Reference*) of this document) will be made available to the public in accordance with Prospectus Regulation Rule 3.2.1 by the same being made available, free of charge, at www.petrofac.com and at the Company's registered office at 26 New Street, St Helier, Jersey JE2 3RA.

If you sell or have sold or have otherwise transferred all of your Existing Shares (as defined herein), please send this document at once to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for delivery to the purchaser or transferee except that such documents should not be sent to any jurisdiction where to do so might constitute a violation of local securities laws or regulations, including but not limited to, the United States or any of the Excluded Territories (as defined herein). Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction.

The Company and its directors, whose names appear on page 64 of this document (the "**Directors**"), accept responsibility for the information contained in this document. To the best of the knowledge and belief of the Company and the Directors, the information contained in this document is in accordance with the facts and makes no omission likely to affect its import.

The release, publication or distribution of this document into jurisdictions other than the United Kingdom, may be restricted by law and therefore persons into whose possession this document and/or any accompanying document comes should inform themselves about and observe any such restrictions. Any failure to comply with any such restrictions may constitute a violation of the securities laws or regulations of such jurisdictions. In particular, subject to certain exceptions, this document, the enclosures and any other such documents should not be distributed, forwarded to or transmitted in or into the United States or the Excluded Territories. This document has been prepared to comply with the requirements of English law, the Listing Rules, the Prospectus Regulation Rules and the rules of the London Stock Exchange plc, and information disclosed may not be the same as that which would have been disclosed if this document had been prepared in accordance with the laws of jurisdictions outside England and Wales.

Petrofac Limited

(incorporated and registered in Jersey with registered number 81792)

Issue and Application for Admission of up to 101,291,549 New Shares, 7,175,488 Tranche 1 Warrants and 6,792,713 Tranche 2 Warrants in connection with a Balance Sheet Restructuring of the Company

Sponsor

(in relation to the New Shares)

J.P. Morgan Cazenove

Your attention is also drawn to the section headed "Risk Factors" at the beginning of this document, which sets out certain risks and other factors that should be considered by Shareholders when considering matters referred to in this document.

The Shares are listed on the equity shares (commercial companies) segment of the Official List maintained by the FCA and traded on the London Stock Exchange's main market for listed securities. Applications will be made to the FCA and to the London Stock Exchange for the New Shares to be admitted to the equity shares (commercial companies) segment of the Official List and to trading on the London Stock Exchange's main market for listed securities (the "**New Shares Admission**") and for the Tranche 1 Warrants and the Tranche 2 Warrants to be admitted to the warrants, options and other miscellaneous securities listing segment of the Official List and to trading on the London Stock Exchange's main market for listed securities respectively (the "**Warrants Admission**" and, together with the New Shares Admission, "**Admission**"). It is expected that Admission of the New Shares, Tranche 1 Warrants and the Tranche 2 Warrants that are issued on the Restructuring Effective Date will become effective on the Restructuring Effective Date.

The Company has determined it appropriate to defer the finalisation and publication of it consolidated annual results as at and for the financial year ended 31 December 2024 (the "**2024 Consolidated Financial Statements**") until after the Restructuring Effective Date. As the Restructuring Effective Date will only occur after 30 April 2025, the Company will not comply with the requirement of DTR 4.1.3R, which requires an issuer to make public its annual financial report at the latest four months after the end of each financial year. Accordingly, pursuant to the Listing Rules, the listing of the Shares is expected to be temporarily suspended from 1 May 2025 until such time as the 2024 Consolidated Financial Statements are published.

Dealings on the London Stock Exchange in the New Shares and the Tranche 1 Warrants and Tranche 2 Warrants that are issued on the Restructuring Effective Date will commence following the publication of the 2024 Consolidated Financial Statements and the subsequent lifting of the trading suspension, which is expected shortly after the Restructuring Effective Date.

No Shares, Tranche 1 Warrants, Tranche 2 Warrants or any other securities in the Company have been marketed to, nor are available for purchase by, in whole or in part, the public in the United Kingdom or elsewhere in connection with the Admission. **This Prospectus does not constitute or form part of any invitation to purchase, subscribe for, sell or issue, or any solicitation of any offer to purchase, subscribe for, sell or issue New Shares, Tranche 1 Warrants or Tranche 2 Warrants.**

Neither the delivery of this Prospectus nor the issuance of any New Share, Tranche 1 Warrant or Tranche 2 Warrant shall in any circumstance constitute a representation or create any implication that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the affairs or condition (financial or otherwise) of the Issuer or the Group since the date of this Prospectus.

The New Shares, the Tranche 1 Warrants and the Tranche 2 Warrants will not be registered or qualified for distribution to the public under the securities laws of the United States or any Excluded Territory and may not be offered, sold, taken up, exercised, resold, renounced, transferred or delivered, directly or indirectly, within such jurisdictions. There will be no public offer in the United States or any of the Excluded Territories.

J.P. Morgan Securities plc (which conducts its UK investment banking activities as J.P. Morgan Cazenove) ("**J.P. Morgan**" or the "**Sponsor**") is authorised by the PRA and regulated by the FCA and the PRA in the United Kingdom. J.P. Morgan is acting exclusively for the Company and no one else in connection with the New Shares Admission, it will not regard any other person (whether or not a recipient of this document) as its client in relation to the New Shares Admission or any other transaction or arrangement referred to herein, and will not be responsible to anyone other than the Company for providing the protections afforded to its clients, or for providing advice, in relation to Admission or any other transaction or arrangement referred to herein. J.P. Morgan is not acting as sponsor in relation to the Tranche 1 Warrants or the Tranche 2 Warrants.

Neither J.P. Morgan nor any of its affiliates accepts any responsibility whatsoever for the contents of this document, including its accuracy, completeness or verification, or for any other statement made or purported to be made by it, or on its behalf, in connection with the Company, the New Shares, the Tranche 1 Warrants, the Tranche 2 Warrants, Admission or any other transaction or arrangement referred to herein. J.P. Morgan and its affiliates accordingly disclaim, to the fullest extent permitted by applicable law, any and all duty, liability, or responsibility whatsoever, whether arising in tort, contract or otherwise, which they might otherwise have in respect of this document or any such statement. No representation or warranty, express or implied, is made by J.P. Morgan or any of its affiliates as to the accuracy, completeness, verification or sufficiency of the information set out in this document, and nothing in this document will be relied upon as a promise or representation in this respect, whether or not in respect of the past, present or future, provided that nothing in this paragraph shall seek to exclude or limit any responsibilities or liabilities which may arise under the FSMA or the regulatory regime established thereunder.

J.P. Morgan may, in accordance with applicable legal and regulatory provisions, engage in transactions in relation to the Shares (including New Shares), the Tranche 1 Warrants, the Tranche 2 Warrants and/or related instruments for their own account for the purpose of hedging or otherwise. Accordingly, references in this document to Shares (including New Shares), the Tranche 1 Warrants and/or the Tranche 2 Warrants being offered or sold should be read as including any offering or sale of Shares (including New Shares), the Tranche 1 Warrants and the Tranche 2 Warrants, as applicable, to J.P. Morgan or any of its affiliates acting in such capacity. In addition, J.P. Morgan and its affiliates may enter into financing arrangements (including swaps, warrants or margin loans) with investors in connection with which J.P. Morgan or its affiliates may, from time to time acquire, hold or dispose of Shares (including New Shares), the Tranche 1 Warrants and/or the Tranche 2 Warrants. Except as required by applicable law or regulation, J.P. Morgan and its affiliates do not propose to make any public disclosure in relation to such transactions.

J.P. Morgan and its affiliates may have engaged in transactions with, and may provide various investment banking, financial advisory and other services for, the Company for which they would have received customary fees. J.P. Morgan and its affiliates may provide such services to the Company and any of its affiliates in the future. In the ordinary course of their various business activities, J.P. Morgan and/or their affiliates may hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans and/or credit default swaps) in the Company and/or its affiliates for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. In addition, J.P. Morgan or their affiliates are, or may in the future be, lenders, and in some cases agents or managers for the lenders, under certain of the Company's credit facilities and other credit arrangements, or its affiliates'. In their capacity as lenders, such lenders may, in the future, seek a reduction of a loan commitment to the Company or its affiliates or seek to agree new terms, or impose incremental pricing or collateral requirements with respect to such facilities or credit arrangements, in the ordinary course of business. In addition, J.P. Morgan and/or any of their affiliates that have a lending relationship with the Company or its affiliates may routinely hedge their credit exposure to the Company or its affiliates consistent with their customary risk management policies; a typical hedging strategy would include J.P. Morgan or their affiliates hedging such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in the Shares. It should be noted in particular that the Company is party to the Revolving Credit Facility (as described under the sub-heading "Material Contracts" in Part VII) with a syndicate of lenders that includes an affiliate of J.P. Morgan.

THE CONTENTS OF THIS DOCUMENT ARE NOT TO BE CONSTRUED AS LEGAL, BUSINESS, FINANCIAL OR TAX ADVICE. EACH RECIPIENT OF THIS DOCUMENT SHOULD CONSULT HIS OR HER OWN LEGAL ADVISER, BUSINESS ADVISER, FINANCIAL ADVISER OR TAX ADVISER FOR LEGAL, BUSINESS, FINANCIAL OR TAX ADVICE.

Notice to investors and Shareholders in the United States and Excluded Territories

Neither the New Shares, the Tranche 1 Warrants nor the Tranche 2 Warrants have been and the New Shares, the Tranche 1 Warrants and the Tranche 2 Warrants will not be registered under the U.S. Securities Act of 1933 (the "**Securities Act**") or under any securities laws of any state or other jurisdiction of the United States and may not be offered or sold, directly or indirectly, in or into the United States, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction in the United States. There will be no public offer of the New Shares, the Tranche 1 Warrants or the Tranche 2 Warrants in the United States.

Neither the New Shares, the Tranche 1 Warrants nor the Tranche 2 Warrants have been approved or disapproved by the U.S. Securities and Exchange Commission, any state securities commission in the United States or any other U.S. regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering of the New Shares, the Tranche 1 Warrants or the Tranche 2 Warrants or the accuracy or adequacy of this document. Any representation to the contrary is a criminal offence in the United States.

Any person in the United States who obtains a copy of this document is required to disregard it.

Neither the New Shares, the Tranche 1 Warrants nor the Tranche 2 Warrants have been and the New Shares, the Tranche 1 Warrants and the Tranche 2 Warrants will not be registered or qualified under the relevant laws of any state, province or territory of the United States or any of the Excluded Territories and may not be offered, sold, resold, taken up, transferred, delivered or distributed, directly or indirectly, within the United States or any Excluded Territory except pursuant to an applicable exemption from registration requirements.

Notice to all Investors

The distribution of this document and/or the transfer of the New Shares, the Tranche 1 Warrants or the Tranche 2 Warrants into jurisdictions other than the United Kingdom may be restricted by law. Persons into whose possession these documents come should inform themselves about and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction. In particular, subject to certain exceptions, such documents should not be distributed, forwarded to or transmitted in or into the United States or the Excluded Territories. No action has been taken by the Company, or by J.P. Morgan, that would permit an offer of the New Shares, the Tranche 1 Warrants or the Tranche 2 Warrants rights thereto or possession or distribution of this document or any other offering or publicity material in any jurisdiction where action for that purpose is required, other than in the United Kingdom.

No person has been authorised to give any information or make any representations other than those contained in this document and, if given or made, such information or representations must not be relied upon as having been authorised by the Company or by J.P. Morgan. The delivery of this document shall not, under any circumstances, create any implication that there has been no change in the affairs of the Group since the date of this document or that the information in this document is correct as at any time subsequent to its date.

Capitalised terms have the meanings ascribed to them in Part IX (*Definitions*) of this document.

This document is dated 29 April 2025.

TABLE OF CONTENTS

SUMMARY

A.	**INTRODUCTION AND WARNINGS**
A.1.1	*Name and international securities identifier number (ISIN) of the securities* The name of the issuer is Petrofac Limited. The ISIN code of the Existing Shares is GB00B0H2K534, which will be disabled on or around the time of the Share Consolidation. The ISIN code of the Shares, following the Share Consolidation and from Admission, will be JE00BTKW2464. The ISIN code of the Tranche 1 Warrants is JE00BTKW2T11, and the ISIN code of the Tranche 2 Warrants is JE00BTKW2V33.
.2	*Identity and contact details of the issuer, including their legal entity identifier (LEI)* The Company is incorporated and registered in Jersey as a public limited company, limited by shares. The Company's telephone number is +44 (0) 207 811 4900 and its LEI is 2138004624W8CKCSJ177.
A.1.3	*Identity and contact details of the competent authority approving the prospectus* This document has been approved by the FCA, as competent authority in the United Kingdom, with its head office at 12 Endeavour Square, London E20 1JN, United Kingdom, and telephone number +44 20 7066 1000, in accordance with the Prospectus Regulation.
A.1.4	*Date of approval of the document* This document was approved as a prospectus by the FCA on 29 April 2025.
A.1.5	*Warning* This summary has been prepared in accordance with Article 7 of the Prospectus Regulation and should be read as an introduction to the prospectus. This document should be read in its entirety. Any decision to invest in the securities should be based on consideration of the prospectus as a whole by the investor. Any investor could lose all or part of their invested capital. Civil liability attaches only to those persons who have tabled the summary, including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the prospectus or if it does not provide, when read together with the other parts of this document, key information in order to aid investors when considering whether to invest in the securities.
B.	**KEY INFORMATION ON THE ISSUER**
B.1	***Who is the issuer of the securities?***
B.1.1	*Domicile, legal form, Legal Entity Identifier (LEI), jurisdiction of incorporation and country of operation* The Company was incorporated and registered in Jersey on 10 January 2002, with registered number 81792, as a public company limited by shares under the Companies (Jersey) Law 1991. The Company is domiciled in Jersey and its registered office is at 26 New Street, St Helier, Jersey JE2 3RA. The Company also maintains a corporate services office at 117 Jermyn Street, London SW1Y 6HH. The Company's main telephone number is +44 (0) 207 811 4900. The Company's LEI is 2138004624W8CKCSJ177. The principal legislation under which the Company operates is the Companies (Jersey) Law 1991.
B.1.2	*Principal activities* Petrofac is a leading international service provider to the energy industry, with a diverse client portfolio including many of the world's leading integrated, independent, national and renewable energy companies. The Group's purpose is to enable its clients to meet the world's evolving energy needs, which it aims to undertake through its vision to be the preferred services partner to the energy industry.

	In recent years, the Group made a strategic shift to refocus on its core activities by reducing its capital intensity and now operates in line with a capital-light business model. The Group's operations are organised according to three operating segments, each of which comprises a separate operating division: Engineering & Construction ("**E&C**"), Asset Solutions and Integrated Energy Services ("**IES**"). In addition, Petrofac has an established track record in supporting new energy projects in a wide range of different technologies, which it coordinates across its service activities through the Energy Transition projects ("**ETP**") delivery unit. *Significant recent trends and updates*[(1)] Financial performance for 2024 is expected to reflect the ramp up of the new E&C contract portfolio replacing legacy contracts and a steady business in Asset Solutions. E&C is expected to benefit from a reduced impact from legacy contracts, as they reach the latter stages of completion, and with the initial margin recognition on new contracts partially reducing the adverse operating leverage. ETP has contributed to an increasing proportion of E&C performance. In Asset Solutions, the Group expects to have achieved low-single digit margin improvement in the second half of 2024. In the second half of 2024 and into the current year, the Group has experienced slippage, and therefore increased costs, on ongoing EPC contracts due to the continuing liquidity challenges and the work in relation to the Balance Sheet Restructuring. Additionally, it has incurred some one-off write-downs in order to accelerate or protect cash flows. Free cash inflow in the second half of the year was minimal with the Group carefully managing its payment obligations in line with its operational collections pending the Balance Sheet Restructuring (as defined below). Readily available liquidity remains constrained, reflecting this minimal free cash inflow. The focused working capital management has continued in 2025 to date. The Group's backlog as at 31 December 2024 also decreased compared to the Group's half year position as the financial uncertainty resulted in delayed awards in E&C. Asset Solutions' backlog was in line with the prior year. In addition, a performance bank guarantee provided by the joint venture partners of the Thai Oil Clean Fuels contract was partially called in January 2025, with the remaining balance called in April 2025 and, as a result, the Group recognised an exceptional loss of US$150 million for its share of the gross liability due to the banks and sureties who provided the guarantee. This event had already been factored into the Balance Sheet Restructuring. (1) This summary is based on unaudited internal management accounts. It has not been audited, reviewed, compiled or examined by the Group's independent auditors, nor have agreed-upon procedures been applied thereto. It is also subject to a number of factors and uncertainties that could cause actual results to differ significantly. It should not be viewed as a substitute for audited financial statements prepared in accordance with IFRS.
B.1.3	*Major shareholders* Insofar as the Company had been notified under the Disclosure Guidance and Transparency Rules, the names of the persons who, directly or indirectly, have an interest in 3 per cent. or more of the Company's issued share capital, and their respective interests, as at 23 April 2025, being the latest practicable date before the date of this document (the "**Latest Practicable Date**") (based solely on the latest notifications that have been made to the Company by the relevant shareholder and/or disclosed for persons discharging managerial responsibilities) are as follows:

	Name	**Number of Shares and Percentage of Share Capital**		**Interests in Shares immediately following the Balance Sheet Restructuring[(1)]**	
		No.	**%**	**No.**	**%**
	Ayman Asfari and family	85,038,340	16.08	2,932,594	3.05
	Azvalor Asset Management SGIIC SA	78,151,077	14.78	4,183,366	4.35
	JOHambro	25,922,679	4.90	2,649,213	2.76

Note:

(1) Reflecting the Share Consolidation (see C.1.2) and, for each of Ayman Asfari and family, Azvalor Asset Management SGIIC SA and JOHambro, all Shares acquired pursuant to the Equity Capital Raise. Excluding (i) further Shares issued in connection with the settlement and/or compromise of historical claims and contingent liabilities; (ii) the potential Equity Capital Raise Upsize; (iii) the intention to undertake a retail offer of approximately US$8 million; (iv) any Shares issued in connection with the new management incentivisation programme following completion of the Balance Sheet Restructuring; and (v) any Shares issued following any exercise of Warrants.

So far as the Company is aware, the Company is not directly or indirectly owned or controlled by another corporation, any foreign government or any other natural or legal person, severally or jointly.

None of the major Shareholders referred to above has different voting rights from other Shareholders.

B.1.4 *Key managing directors*

Tareq Kawash is the Group Chief Executive and Afonso Reis e Sousa is the Chief Financial Officer of the Company.

B.1.5 *Identity of statutory auditors*

Ernst & Young LLP, a member firm of the Institute of Chartered Accountants in England and Wales with its address at 1 More London Place, London, SE1 2AF, United Kingdom, is the statutory auditor to the Company.

Ernst & Young LLP is registered to carry out audit work in England and Wales by the Institute of Chartered Accountants in England and Wales and has no material interest in the Group.

B.2 ***What is the key financial information regarding the issuer?***

The tables below set out the Group's summary financial information for the periods indicated, as reported in accordance with IFRS.

Summary Consolidated Income Statement Data

	Six months ended 30 June		**Financial year ended 31 December**		
	2024	**2023**	**2023**	**2022**	**2021**
		(Restated)		**(Restated)**	**(Restated)**
			(US$ millions)		
	(unaudited)				
Revenue	**1,240**	**1,231**	**2,496**	**2,567**	**3,038**
Cost of sales	(1,238)	(1,201)	(2,684)	(2,667)	(2,908)
Gross profit	**2**	**30**	**(188)**	**(100)**	**130**
Selling, general and administration expenses	**(155)**	(109)	(227)	(182)	(352)
Expected credit loss reversal / (charge) recognised	**1**	(6)	(14)	23	25
Other operating income	**4**	4	12	23	8
Other operating expenses	**(4)**	(2)	(3)	(5)	(7)

Operating loss	**(152)**	**(83)**	**(420)**	**(241)**	**(196)**
Loss before tax	**(202)**	(136)	(526)	(345)	(255)
Income tax (expense)/credit	(10)	(12)	3	(2)	13
Net loss	**(212)**	**(148)**	**(523)**	**(347)**	**(242)**

B.2.1 *Summary Consolidated Balance Sheet Data*

	As at 30 June	As at 31 December		
	2024	2023	2022	2021
			(Restated)	(Restated)
		(US$ millions)		
	(unaudited)			
Assets				
Non-current assets	590	633	603	713
Current assets	2,110	2,126	2,659	3,094
Total assets	**2,700**	**2,759**	**3,262**	**3,807**
Liabilities				
Current liabilities	3,119	2,956	2,851	3,017
Non-current liabilities	232	239	309	367
Total liabilities	**3,351**	**3,195**	**3,160**	**3,384**
Net (liabilities)/assets	**(651)**	**(436)**	**102**	**423**
Equity				
Total equity	**(651)**	**(436)**	**102**	**423**

B.2.2 *Summary Consolidated Statement of Cash Flows Data*

	Six months ended 30 June		Financial year ended 31 December		
	2024	2023	2023	2022	2021
				(Restated)	(Restated)
			(US$ millions)		
	(unaudited)				
Net cash flows used in operating activities	(1)	(164)	(97)	(146)	(161)
Net cash flows generated from investing activities	13	15	32	98	38
Net cash flows (used in)/generated from financing activities	(48)	(52)	(185)	(114)	104
Net decrease in cash, cash equivalents	**(36)**	**(201)**	**(250)**	**(162)**	**(19)**
Net foreign exchange difference	(1)	4	1	(8)	—
Cash and cash equivalents at 1 January	201	450	450	620	639
Cash and cash equivalents at period end	**164**	**253**	**201**	**450**	**620**

Notes:

	(1) The consolidated financial information for the Group for the six-month periods ended 30 June 2024 and 2023 has been extracted without material adjustment from the unaudited consolidated interim financial statements included in the Group's interim statement for the six months ended 30 June 2024, except as noted herein. The 2024 Interim Consolidated Financial Statements are unaudited and have not been subject to review by Ernst & Young LLP, the Company's external auditors. (2) The consolidated financial information for the Group for the financial year ended 31 December 2023 has been extracted without material adjustment from the consolidated financial statements included in the Group Annual Report and Accounts for 2023. **Ernst & Young LLP did not express an opinion on the Group's 2023 Consolidated Financial Statements as they were not able to obtain sufficient appropriate audit evidence, as at the date given, in relation to management's evaluation of the Group as a going concern**. (3) The consolidated financial information for the Group for the financial year ended 31 December 2022 has been extracted without material adjustment from the restated comparative column in the consolidated financial statements included in the Group Annual Report and Accounts for 2023, except as noted herein. The consolidated financial information for the Group for the financial year ended 31 December 2021 has been extracted without material adjustment from the restated comparative column in the consolidated financial statements included in the Group Annual Report and Accounts for 2022, except as noted herein. There are no qualifications in the audit opinions on the audited consolidated financial statements of the Company included in the 2022 Annual Report and Accounts and the 2021 Annual Report and Accounts. The audit report on the 2022 Consolidated Financial Statements was unqualified but contains an emphasis of matter paragraph highlighting material uncertainty related to going concern which does not modify the conclusion on the 2022 Consolidated Financial Statements and draws attention to note 2.5 in the 2022 Consolidated Financial Statements that describes the Group's short term reliance on a small number of material collections relating to the closing out of historical contracts, settlements and advance payments from new awards which are not wholly within the control of management. As stated in note 2.5, these events or conditions indicate that a material uncertainty exists that may cast significant doubt on the Group's and parent company's ability to continue as a going concern.
B.2.3	*Pro Forma Financial Information* The unaudited pro forma statement of net assets and unaudited pro forma income statement of the Group set out below have been prepared on the basis set out in the notes below to illustrate the impact of the Balance Sheet Restructuring on the net assets of Petrofac Limited as at 30 June 2024 as if it had taken place at that date and on the consolidated income statement of Petrofac Limited for the six months ended 30 June 2024 as if it had taken place on 1 January 2024. The Balance Sheet Restructuring may not be implemented, see item B.3 within this "Summary".

		Pro Forma Adjustments[(1)]			
	Reported as at 30 June 2024[(2)]	**The Thai Oil Clean Fuels contract and FSMA claims**	**Debt equitisation, partial debt reinstatement and New Money**	**Other restructuring related pro forma adjustments**	**Pro forma as at 30 June 2024**
			(US$ millions) *(unaudited)*		
Total non-current assets	590	(37)	13	27	593
Total current assets	2,110	(136)	357	(158)	2,173
Total assets	**2,700**	**(173)**	**370**	**(131)**	**2,766**
Total non-current liabilities	232	30	206	13	481
Total current liabilities	3,119	(330)	(846)	(8)	1,935
Total liabilities	**3,351**	**(300)**	**(640)**	**5**	**2,416**
Net (liabilities)/assets	**(651)**	**127**	**1,010**	**(136)**	**350**

Notes:

(1) See "*Unaudited Pro Forma Financial Information*".

	(2) The net assets of the Group as at 30 June 2024 have been extracted without material adjustment from the 2024 Interim Consolidated Financial Statements.

		Pro Forma Adjustments[1]			
	Reorted for the six months ended 30 June 2024[2]	The Thai Oil Clean Fuels contract and FSMA Claims	Debt equitisation, partial debt reinstatement and New Money	Other restructuring related pro forma adjustments	Pro forma for the six months ended 30 June 2024
			(US$ millions)		
			(unaudited)		
Revenue	1,240	(8)	—	—	1,232
Cost of sales	(1,238)	99	—	(19)	(1,158)
Gross profit	**2**	**91**	**—**	**(19)**	**74**
Selling, general and administrative expenses	(155)	(9)	—	(117)	(281)
Expected credit loss reversal/(charge)	1	—	—	—	1
Other operating income	4	—	—	—	4
Other operating expense	(4)	—	—	—	(4)
Operating loss	**(152)**	82	—	**(136)**	**(206)**
Finance income	3	20	17	—	40
Finance expense	(53)	—	15	(1)	(39)
Other non-operating income	—	—	651	—	651
(Loss)/profit before tax	**(202)**	**102**	**683**	**(137)**	**446**
Income tax expense	(10)	7	(2)	—	(5)
Net (loss)/profit	(212)	**109**	**681**	**(137)**	**441**

Notes:

(1) See "*Unaudited Pro Forma Financial Information*".

(2) The results of operations of the Group for the six months ended 30 June 2024 have been extracted without material adjustment from the 2024 Interim Consolidated Financial Statements, incorporated by reference in Part VIII (*Information Incorporated by Reference*) of this document.

No account has been taken of the trading or other transactions of the Group since 30 June 2024.

B.2.4	*Profit Forecast or Estimate* Not applicable. No profit forecast or estimate has been included in this document.
B.2.5	*Qualifications in the audit report on the historical financial information* Ernst & Young LLP did not express an opinion on the Group's 2023 Consolidated Financial Statements as they were not able to obtain sufficient appropriate audit evidence, as at the date given, in relation to management's evaluation of the Group as a going concern. There are no qualifications in the audit opinions on the audited consolidated financial statements of the Company included in: (i) the 2022 Annual Report and Accounts and (ii) the 2021 Annual Report and Accounts.
B.2.6	*Insufficient working capital*

	The Directors are of the opinion that, as at the date of this document, the Group does not have sufficient working capital for its present requirements, that is, for at least 12 months from the date of this document. However, the Directors are of the opinion that, if the steps comprising the Balance Sheet Restructuring are implemented, this will significantly deleverage the Group's balance sheet, alleviate pressure on the Group's liquidity and deliver a sustainable capital structure to support its ability to achieve its financial ambitions in the coming years. The Directors have reached this view based on a number of assumptions regarding the Group's operational and financial performance in the coming years, as well as the broader commercial environment in which it operates. There are material risks and uncertainties related to these assumptions as well as significant elements that are beyond the Group's control. If the Group's operational and financial performance and operating environment differ materially from these assumptions, the Group may experience a liquidity shortfall that could result in an insolvency for the Group.
B.3	***What are the key risks that are specific to the issuer?*** • The implementation of the Balance Sheet Restructuring depends, among other things, on the court sanctioning the Restructuring Plans. If the Group is unable to implement the Balance Sheet Restructuring it expects the Ad Hoc Group and Bank Lenders to terminate the Lock-Up Agreement and cease forbearance arrangements and waivers of default in respect of the Primary Bank Debt Facility Agreements and the Notes, following which the Company would likely enter into administration or liquidation proceedings • Following completion of the Balance Sheet Restructuring, the Group may continue to face material risks to its liquidity in the coming years, in particular arising from any failure to collect anticipated customer collections in a timely manner or to secure Guarantees • Petrofac's inability to secure adequate Guarantees in connection with the services that it provides to clients may have a materially adverse impact on the Group's business, financial position and results of operations • Petrofac's future business performance depends on the award of new contracts and the renewal and extension of existing contracts, which are not within its control • Failure to successfully execute on projects, including as a result of delay or cost overrun, may result in substantial penalties or losses
C.	**KEY INFORMATION ON THE SECURITIES**
C.1	***What are the main features of the securities?***
C.1.1	*Type, class, ISIN* In connection with the Balance Sheet Restructuring and, in each case, taking into account the Share Consolidation, the Company expects to issue 93,969,025 new ordinary shares (the "**New Shares**"), as follows, and may issue an additional 7,322,524 Shares in connection with the Equity Capital Raise Upsize (as described below), resulting in a total of up to 101,291,549 Shares being issued: The Company expects to issue 16,821,002 New Shares (the "**New Debt Conversion Shares**") to holders of the Company's senior secured notes and lenders under the Group's existing revolving credit facility and term loans (the "**Bank Lenders**" and, together with the holders of the senior secured notes, the "**Funded Creditors**"), with the subscription price to be satisfied by way of a release of approximately US$845 million of the Group's existing senior secured funded debt (the "**Debt Conversion**"). In addition, 806,766 New Shares will be issued to certain creditors and guarantee providers in relation to the Group's participation in the Thai Oil Clean Fuels project. The Company is proposing to issue 53,858,087 New Shares (the "**New Equity Capital Raise Shares**") at an issue price of approximately US$4.14 (approximately £3.09) per New Equity Capital Raise Share

	(the "**Equity Capital Raise**"). Each New Equity Capital Raise Share is expected to be issued at a discount of 83.9 per cent. to the Closing Price of the Company's ordinary shares (adjusted for the Share Consolidation) on the date on which the terms to the Equity Capital Raise were announced (the "**Reference Date**"). Of the 53,858,087 New Equity Capital Raise Shares, (i) 22,125,648 New Shares are being subscribed for by certain existing shareholders, including certain directors of the Company, and new investors (the "**Equity Placees**"), (ii) 9,066,411 New Shares are being subscribed for by a new equity and debt investor (the "**New Financial Investor**") and (iii) 22,666,028 New Shares are being underwritten by the "**Backstop Providers**", being certain members of the Ad Hoc Group (as defined below) and certain other senior secured noteholders (the "**Additional Noteholders**"), for subscription by Funded Creditors who have agreed to participate in the Equity Capital Raise. In addition, the Company expects to issue (i) 15,822,883 New Shares to existing creditors that subscribe for new super senior notes pursuant to the Balance Sheet Restructuring, as consideration for their investment, (ii) 1,714,821 New Shares to an ad hoc group of senior secured noteholders representing approximately 47 per cent. of the outstanding senior secured notes (the "**Ad Hoc Group**") and 1,730,160 New Shares to the New Financial Investor as fees in connection with the structuring of the Balance Sheet Restructuring and (iii) 3,215,306 New Shares as a fee to the backstop providers. The Company may issue up to an additional 7,322,524 Shares, taking into account the Share Consolidation, to raise up to an additional US$30 million (the "**Equity Capital Raise Upsize**") and in connection with the settlement and/or compromise of historical claims and contingent liabilities, resulting in a total of up to 101,291,549 Shares being issued. When admitted to trading, and following the Share Consolidation, the New Shares will be registered with ISIN number JE00BTKW2464 and SEDOL number BTKW246. The New Shares will be issued credited as fully paid and will rank *pari passu* in all respects with the Shares, including for dividends. In addition, in connection with the Equity Capital Raise, the Company is proposing to issue 7,175,488 Tranche 1 Warrants and 6,792,713 Tranche 2 Warrants (together, the "**Warrants**") to the existing shareholder Equity Placees, other than Directors, and certain claimants pursuant to the Restructuring Plans. When admitting to trading, the Tranche 1 Warrants will be registered with ISIN number JE00BTKW2T11 and SEDOL number BTKW2T1 and the Tranche 2 Warrants will be registered with ISIN number JE00BTKW2V33 and SEDOL number BTKW2V3.
C.1.2	*Currency, denomination, par value, number of securities issued and duration* The New Shares are denominated in US Dollars. On the Latest Practicable Date, the Company had 528,874,000 ordinary shares of US$0.02 each and the aggregate nominal share capital of the Company amounted to US$10,577,480. In connection with the Balance Sheet Restructuring, and in advance of Admission, the Company intends to undertake a consolidation of the Company's share capital, pursuant to which Shareholders on the Register as at 6:00 p.m. on the working day prior to the Restructuring Effective Date will, on completion of the Share Consolidation, receive 1 Share for every 250 existing ordinary shares (the "**Share Consolidation**"). The Share Consolidation was approved by shareholders at the general meeting held for the purposes of implementing the Balance Sheet Restructuring. Immediately following the Balance Sheet Restructuring (assuming that (i) no Shares are issued pursuant to options exercised under any of the Share Schemes are exercised and (ii) the Share Consolidation completes between the date of this document and Admission becoming effective), the Company will have 96,120,011 Shares of US$5.00 each and the aggregate nominal share capital of the Company will amount to US$480,600,055. Each Warrant gives the holder thereof (the "**Warrantholder**") the right to subscribe (for nil consideration) for one Share, such right becoming exercisable upon the trading price of the Shares

	reaching the applicable threshold price, in accordance with and subject to the terms and conditions of the Warrants. Unless previously purchased and cancelled, expired, replaced or exercised as herein provided, the Warrants will expire on the relevant final exercise date for such Warrants as set out in the applicable terms and conditions of the Warrants.
C.1.3	*Rights attached to the securities* The New Shares will, when issued and fully paid, rank equally in all respects with the Shares, including the right to receive all dividends and other distributions made, paid or declared after the date of issue of the New Shares. Any Warrantholder may elect to exercise its Warrants (for nil consideration) upon the trading price of the Shares reaching the applicable threshold price, in accordance with the terms and conditions of the Warrants. The Shares issued or delivered upon exercise of the Warrants will be entitled to receive all dividends and other distributions and will have the same rights and entitlements as, and rank equally in all respects with all other Shares.
C.1.4	*Rank of securities in the issuers' capital structure in the event of insolvency* The Shares do not carry any rights as respects to capital to participate in a distribution (including on a winding-up) other than those that exist as a matter of law. The Warrants will constitute direct, unconditional, unsubordinated and unsecured obligations of the Company and will rank *pari passu* and rateably, without any preference among themselves, and in relation to payment obligations, equally with all other existing and future unsecured and unsubordinated obligations of the Company but, in the event of a winding up, save for such obligations that may be preferred by provisions of law that are mandatory and of general application.
C.1.5	*Restrictions on the free transferability of the securities* There are no restrictions on the free transferability of the Shares or the Warrants.
C.1.6	*Dividend or pay-out policy* The Board recognises the importance of dividends to shareholders and expects to reinstate them in due course, once the Company's performance and financial condition has improved.
C.2	***Where will securities be traded?*** Applications will be made to the FCA and to the London Stock Exchange for the New Shares to be admitted to the equity shares (commercial companies) segment of the Official List and to trading on the London Stock Exchange's main market for listed securities and the Warrants to be admitted to the warrants, options and other miscellaneous securities listing segment of the Official List and to trading on the London Stock Exchange's main market for listed securities, respectively. It is expected that Admission of the New Shares, Tranche 1 Warrants and the Tranche 2 Warrants that are issued on the Restructuring Effective Date will become effective on the Restructuring Effective Date. The Company has determined it appropriate to defer the finalisation and publication of it consolidated annual results as at and for the financial year ended 31 December 2024 (the "**2024 Consolidated Financial Statements**") until after the Restructuring Effective Date. As the Restructuring Effective Date will only occur after 30 April 2025, the Company will not comply with the requirement of DTR 4.1.3R, which requires an issuer to make public its annual financial report at the latest four months after the end of each financial year. Accordingly, pursuant to the Listing Rules, the listing of the Shares is expected to be temporarily suspended from 1 May 2025 until such time as the 2024 Consolidated Financial Statements are published. Dealings on the London Stock Exchange in New Shares, the Tranche 1 Warrants and the Tranche 2 Warrants that are issued on the Restructuring Effective Date will commence following the publication of the Company's 2024 Consolidated Financial Statements and the subsequent lifting of the trading suspension, which is expected shortly after the Restructuring Effective Date.

C.3	***What are the key risks that are specific to the securities?*** • Shareholders should be aware that the Group's outlook and other forward-looking information included in this document may materially differ from the Group's actual operating activities and financial performance, and as a result the price of the Shares may be materially adversely affected • Existing Shareholders will experience significant dilution in their ownership of Petrofac as a result of the issuance of New Shares pursuant to the Equity Capital Raise and the Restructuring Plans (including, specifically, the Debt Conversion), and may experience further dilution if any of the Warrants are exercised • As a result of the implementation of the Balance Sheet Restructuring, a significant proportion of the Shares will be held by entities that were previously creditors of the Group. Future sales or anticipated sales of a substantial number of Shares or similar transactions conducted by these or other Shareholders could cause the price of the Company's shares to fall significantly
D.	**KEY INFORMATION ON THE ADMISSION TO TRADING ON A REGULATED MARKET**
D.1	***Under which conditions and timetable can I invest in this security?*** *General terms and conditions* Not applicable. This Prospectus does not constitute an offer or an invitation to any person to subscribe for or purchase any New Shares or Warrants. No New Shares or Warrants have been marketed to, or are available for purchase by, in whole or in part, the public in the United Kingdom or elsewhere in connection with Admission. *Conditions to the Balance Sheet Restructuring* The component parts of the Balance Sheet Restructuring are interconditional and implementation of the Balance Sheet Restructuring is subject to certain conditions which must be satisfied or waived. The Company will issue an announcement via the Regulatory News Service operated by the London Stock Exchange confirming satisfaction of all conditions, save for Admission of the New Shares, and such announcement shall specify the time for settlement and Admission of the New Shares. If any of the conditions is not satisfied or, if applicable, waived, then the Equity Capital Raise, the Debt Conversion and the issuance of the New Shares, the Tranche 1 Warrants and the Tranche 2 Warrants (and therefore the Balance Sheet Restructuring) will not take place.
	Expected Timetable It is expected that Admission of the New Shares, the Tranche 1 Warrants and the Tranche 2 Warrants that are issued on the Restructuring Effective Date will become effective on the Restructuring Effective Date and that unconditional dealings will commence following the publication of the Company's 2024 Consolidated Financial Statements and the subsequent lifting of the trading suspension, which is expected shortly after the Restructuring Effective Date.
	Dilution If the Balance Sheet Restructuring completes, and taking into account the Share Consolidation, it will result in 93,969,025 New Shares being issued, being approximately 97.8 per cent. of the Enlarged Share Capital of the Company. Existing Shareholders will, absent any participation in the Equity Capital Raise, hold approximately 2.2 per cent. of the Shares following completion of the Balance Sheet Restructuring. If the Tranche 1 Warrants and Tranche 2 Warrants are exercised in full, and taking into account the Share Consolidation, it will result in 13,968,201 Shares being issued assuming that no adjustment events have occurred pursuant to the terms and conditions of the Warrants, being approximately 12.7 per cent. of the Company's share capital (post-issuance of such Warrants).
	Impact of completion of the Balance Sheet Restructuring

	Post-Balance Sheet Restructuring total gross debt (at face value, including New Money) is expected to be approximately US$287 million. Approximately US$845 million of the Company's Existing Debt shall be replaced by 16,821,002 New Debt Conversion Shares, taking into account the Share Consolidation.
	Fees, costs and expenses The total fees, costs and expenses of, or incidental to, the Balance Sheet Restructuring are estimated to amount to US$163 million (including VAT, only where it is not recoverable), which the Company intends to pay (to the extent they have not already been paid) out of the proceeds of the Equity Capital Raise, the Debt Raise and/or the CBG Notes issue, as applicable. Investors will not be charged expenses by the Company in respect of the Balance Sheet Restructuring.
D.2	***Why is this prospectus being produced?*** Taking into account the Share Consolidation, the Company proposes to issue 93,969,025 New Shares in connection with the Balance Sheet Restructuring, and may issue up to an additional 7,322,524 Shares pursuant to the Equity Capital Raise Upsize and in connection with the settlement and/or compromise of historical claims and contingent liabilities, resulting in a total of up to 101,291,549 Shares being issued. In addition, in connection with the Equity Capital Raise, the Company proposes to issue 4,061,752 Tranche 1 Warrants and 2,369,355 Tranche 2 Warrants and, in connection with settlements pursuant to the Restructuring Plans, 3,113,736 Tranche 1 Warrants and 4,423,358 Tranche 2 Warrants. This document has been prepared in connection with the Admission of the New Shares, the Tranche 1 Warrants and the Tranche 2 Warrants as part of the Balance Sheet Restructuring. *Use of Net Proceeds* The net cash proceeds from the Equity Capital Raise, the Debt Raise and the CBG Notes issue are expected to be approximately US$267 million (£206 million). The Group intends to use the net cash proceeds for implementation of the Balance Sheet Restructuring and general corporate purposes. Taken together, the Balance Sheet Restructuring aims to significantly deleverage the Group's balance sheet, alleviate pressure on the Group's liquidity and deliver a sustainable capital structure to support its ability to achieve its financial ambitions in the coming years. *Material interests* There are no interests, including any conflicting interests, known to the Company that are material to the Company or the Balance Sheet Restructuring. *Underwriting Arrangements* On 22 December 2024, the Company entered into a backstop agreement with certain members of the Ad Hoc Group and the Additional Noteholders (the "**Backstop Agreement**"). Pursuant to the Backstop Agreement, the Backstop Providers have agreed, among other things, to subscribe for 22,666,028 New Shares, taking into account the Share Consolidation.
D.3	***Details of lock-up arrangements*** None applicable.

RISK FACTORS

The Balance Sheet Restructuring and any investment in the Shares and/or the Warrants are subject to a number of risks. Accordingly, prospective investors, Shareholders and Warrantholders should carefully consider the factors and risks associated with any investment in the New Shares and/or the Warrants, Petrofac and the industries, sector or markets in which it operates, together with all other information contained or incorporated by reference into this document, including, in particular, the risk factors described below, and their personal circumstances prior to making any investment decision. Some of the following factors relate principally to Petrofac's business; other factors relate principally to the Balance Sheet Restructuring. The business, operating results, performance, financial condition and prospects of Petrofac could be materially and adversely affected by any of the risks described below. In such case, the market price of the Shares and/or the Warrants may decline and investors may lose all or part of their investment.

Prospective investors, Shareholders and Warrantholders should note that the risks relating to Petrofac and the industries, sectors or markets in which it operates and the risks relating to the Shares and the Warrants summarised in the section of this document headed "Summary" are the risks that the Directors believe to be the most essential to an assessment by a prospective investor, Shareholder or Warrantholder of whether to invest in the New Shares and/or the Warrants. However, prospective investors, Shareholders and Warrantholders should consider not only the information on the key risks summarised in the section of this document headed "Summary" but also, among other things, the risks described below.

The following is not an exhaustive list or explanation of all risks which investors, Shareholders and Warrantholders may face when making an investment in the New Shares and/or the Warrants and should be used as guidance only. Additional risks relating to Petrofac that are not currently known to the Directors or the Company, or that they currently deem or that it currently deems immaterial, may individually or cumulatively also have a material adverse effect on the Group's business, financial condition and results of operations and, if any such risk should occur, the price of the Shares and/or the Warrants may decline and prospective investors, Shareholders and Warrantholders could lose all or part of their investment. Prospective investors, Shareholders and Warrantholders should consider carefully whether an investment in the New Shares and/or the Warrants is suitable for them in the light of the information in this document and their personal circumstances.

None of the statements made in the risk factors that follow in any way qualifies the Company's working capital statement contained in paragraph 15 of Part VII (Additional Information) of this document.

Risks relating to the Group's Working Capital Position and the Balance Sheet Restructuring

The implementation of the Balance Sheet Restructuring depends, among other things, on the court sanctioning the Restructuring Plans. If the Group is unable to implement the Balance Sheet Restructuring, it expects the Ad Hoc Group and Bank Lenders to terminate the Lock-Up Agreement and cease forbearance arrangements and waivers of default in respect of the Primary Bank Debt Facility Agreements and the Notes, following which the Company would likely enter into insolvency proceedings

As further described below, the Directors are of the opinion that, as at the date of this document, the Group does not have sufficient working capital for its present requirements, that is, for at least 12 months from the date of this document.

The Company entered into (a) a lock-up agreement (the "**Lock-Up Agreement**") with an ad hoc group of senior secured noteholders representing approximately 47 per cent. of the outstanding senior secured notes (the "**Ad Hoc Group**") and certain other senior secured noteholders (the "**Additional Noteholders**"), and (b) binding commitment documents and settlement agreements with other key stakeholders of the Group in support of the implementation of the proposed comprehensive financial restructure of the Group (the "**Balance Sheet**

Restructuring"). The Balance Sheet Restructuring comprises a series of components that, together with related restructuring steps, includes the following:

- **New money funding**: issuance, subject to upsize, of US$350 million long-term funding comprising (i) US$131.25 million of new super senior notes (the "**New Money Notes**"), of which US$93.75 million is backstopped by certain members of the Ad Hoc Group and the Additional Noteholders (the "**Backstop Providers**", pursuant to the "**Backstop Agreement**" entered into on 22 December 2024) (with participation offered to all Funded Creditors, as described below) and US$37.50 million committed by a new equity and debt investor (the "**New Financial Investor**", pursuant to a commitment letter dated 22 December 2024, superseded on 28 March 2025 by a further commitment letter in connection with the Revised Guarantee Structure, the "**New Financial Investor Commitment**") (such New Money Note subscriptions, together the "**Debt Raise**"); and (ii) US$218.75 million of New Shares (the "**New Equity Capital Raise Shares**") (subject to a potential US$30 million upsize), of which US$93.75 million of New Shares is backstopped by the Backstop Providers pursuant to the Backstop Agreement (with participation offered to all Funded Creditors), US$37.50 million of New Shares committed by the New Financial Investor pursuant to the New Financial Investor Commitment, and US$87.50 million of New Shares and Warrants to certain existing shareholders and new investors pursuant to commitment letters entered into on 22 December 2024 (as subsequently updated) (the "**Equity Commitment Letters**" and, together with the New Financial Investor Commitment, the "**Commitment Letters**") (and such New Share issuance the "**Equity Capital Raise**" and, together with the Debt Raise, the "**New Money**");

- **Debt restructuring**: comprising (i) the exchange of approximately US$845 million of the Group's existing senior secured outstanding debt under the Company's revolving credit and term loan facilities and its senior secured notes (the "**Funded Debt**") in full for New Shares representing 17.50 per cent. of the equity in the Company (the "**Debt Conversion**", and shares issued pursuant thereto the "**New Debt Conversion Shares**") that will be implemented under two parallel English law restructuring plans under Part 26A of the Companies Act 2006 (the "**Restructuring Plans**"); (ii) an incremental US$12 million of Funded Debt which will be converted into New Shares, which will form part of the New Shares received by creditors for their subscription for New Money Notes; and (iii) for Funded Creditors that participate in the provision of new money funding as outlined above, reinstatement of US$0.68 of their existing Funded Debt as super senior notes (the "**Reinstated Notes**", and together with the New Money Notes, the "**New Notes**", and the aggregate issuance of New Notes, the "**New Note Issuance**") for every US$1 of New Money Notes subscribed for;

- **Revised Guarantee Structure**: implementation of the "**Revised Guarantee Structure**". Under the terms of the Revised Guarantee Structure, US$80 million (subject to a potential upsize of up to US$15 million) of limited recourse secured notes (the "**CBG Notes**") will be issued by an orphan special purpose vehicle (i.e., not controlled by the Group) (the "**CBG Notes Issuer**"). It is expected that the CBG Notes proceeds will be used as security to support a guarantee facility (or similar arrangements) to be entered into by the CBG Notes Issuer and facilitate the release of approximately US$30 million of cash collateral currently held by an existing E&C project guarantee provider and approximately €50 million of cash collateral currently held by an existing ETP project guarantee provider (with further collateral expected to be released in the event of any upsize of the CBG Notes), which can then be used to cash collateralise the performance guarantees required in respect of a currently suspended contract on a cash-collateralised basis;

- **Customer support**: supplemental amendments entered into with TenneT and ADNOC for the purposes of amending certain terms in respect of the need for and use of Guarantees, ring-fencing of payments for project costs, and specific provisions on intragroup cash balance transfers (the "**Key Client Arrangements**");

- **Resolution of certain historical claims and contingent liabilities of the Group**: Petrofac has resolved certain historical claims and contingent liabilities, contingent on implementation of the Balance Sheet Restructuring (the "**Historical and Contingent Liabilities**"):
  - Resolution of historical contingent liabilities of Petrofac Facilities Management Limited ("**PFML**") regarding secondary National Insurance Contributions ("**NICs**"); and
  - Settlement with a non-compromised guarantor (the "**non-compromised Thai Oil guarantor**") regarding discharge of crystallised claims against the Group as a result of demands made by Thai Oil Public Company Limited ("**Thai Oil**") on the performance bonds issued by the guarantor in support of the Group's obligations in respect of the Clean Fuels Project for Thai Oil, in a consortium with Saipem and Samsung Engineering (the "**Thai Oil Clean Fuels Project**").;
- **Compromise of certain historical claims and contingent liabilities**: Petrofac will seek to compromise certain historical claims and contingent liabilities of the Company and PIUL (together the "**Part 26A Compromise Claims**"):
  - Compromise of claims of certain existing and former shareholders of the Company (the "**Shareholder Claimants**") in respect of claims against the Company arising out of or in connection with misleading statements and/or dishonest omissions or delays alleged to have been made in the Group's published information between 7 October 2005 and 5 October 2021, whether pursuant to section 90 or 90A or Schedule 10A to FSMA or otherwise, other than claims in respect of which the applicable limitation period has expired (the "**Shareholder Claims**");
  - Compromise of actual or potential claims (against the Company and Petrofac International (UAE) LLC ("**PIUL**"), together the "**Plan Companies**") in connection with the Thai Oil Clean Fuels contract by Thai Oil Public Company, Saipem or Samsung entities (and PSS Netherlands BV as a joint venture entity) that are party to the project contracts;
  - Compromise of any claims that the Thai Oil guarantee providers, other than by the non-compromised Thai Oil guarantor, have made and may in the future have against the Group pursuant to guarantee arrangements to fund the Group's project-related obligations;
  - Compromise of any claims of certain of the Group's insurers against the Company for the return of insurance proceeds received under certain historical director and officer insurance policies allegedly based on grounds of policy avoidance, exclusion clauses or coverage defences; and
  - Compromise of claims that may be brought by former directors or employees of the Group against the Company arising out of or in connection with the shareholder claims (above) or the SFO Investigation, including certain potential contribution or indemnity claims; and
- **Delivery unit alignment**: prior to the Restructuring Effective Date, the Company will finalise its plan to formalise the legal and operational alignment of its delivery units (Engineering & Construction ("**E&C**"), Energy Transition Projects ("**ETP**") and Asset Solutions) (the "**Delivery Unit Alignment**").

The Balance Sheet Restructuring will become effective upon satisfaction of all conditions (the "**Restructuring Effective Date**"), which is expected to be no earlier than early- to mid-June 2025. Implementation of the Balance Sheet Restructuring in full relies on each of the above steps being executed successfully, in accordance with their respective terms, and certain of these steps are interconditional on one another. Although the Lock-

Up Agreement, the Commitment Letters, the New Finance Documents, the Revised Guarantee Structure documentation, the Key Client Arrangements, and documentation in connection with the Historical and Contingent Liabilities have been agreed (and in some cases executed), there remain material risks to the successful implementation of the Balance Sheet Restructuring. In particular, implementation of the Balance Sheet Restructuring will require satisfaction (or waiver) of the conditions set out below, to the extent not already satisfied or waived:

- the resolutions proposed to shareholders at the General Meeting for the purposes of implementing the Balance Sheet Restructuring having been passed by the requisite majorities;
- the FCA and the London Stock Exchange each having approved the applications for Admission of the New Shares;
- the Restructuring Plans having been sanctioned by the court and the sanction order of the court is final and is not subject to or open to appeal;
- the Commitment Letters, the New Finance Documents, the documentation in connection with the Revised Guarantee Structure, the Key Client Arrangements and documentation in connection with the Historical and Contingent Liabilities having become unconditional in all respects (save for any condition relating to Admission) before Admission occurs;
- securing guarantee arrangements for a key E&C project or agreement to an alternative solution with the client, customer agreement not to terminate the contract, and certain contractual amendments;
- obtaining the consent of the Jersey Financial Services Commission to the issue of any securities by a Jersey company (other than new ordinary shares) as part of the Balance Sheet Restructuring; and
- Admission of the New Shares becoming effective by not later than 8:00 a.m. on 31 July 2025 or such later time and/or date as the Company and the relevant investors and creditors may agree.

The Restructuring Plans are being implemented under Part 26A of the Companies Act 2006. On 24 December 2024, the Company and Petrofac International (UAE) LLC executed and published a practice statement letter in connection with implementing the Restructuring Plans, followed by supplemental practice statement letters on 21 February 2025, 12 March 2025 and 19 March 2025 and the plan meetings of the classes of relevant creditors convened on 23 April 2025 (the "**Plan Meetings**"), ahead of the sanction hearing expected to take place from 30 April to 2 May. However, the outcome of this process cannot be certain, and there remain risks to final sanctioning by the court of the Restructuring Plans. The Plan Meetings took place on 23 April 2025 and nine of the twelve classes of creditors (including all classes of Secured Creditors) voted in favour of the Restructuring Plans. The Restructuring Plans were approved by: (i) five of the seven classes of creditors in respect of the restructuring plan of the Company; and (ii) four of the five classes of creditors in respect of the restructuring plan of PIUL. The principal remaining risk is that the Restructuring Plans are not approved by the court at the sanction hearing. Given Part 26A is a court-based process, the court has a wide discretion whether to sanction a restructuring plan and will take into account a number of factors including the level of creditor support, the fairness of the plan and any challenges raised by stakeholders.

Shareholders should note that each of the convening order and any sanction order issued by the court in respect of the Restructuring Plans may be subject to appeal, typically within 21 days of the order being received (though this period may be shortened by the court). An application for permission to appeal was lodged against the convening order and the court of appeal granted such permission on 17 April 2025. The Plan Companies are requesting that appeal is heard on an expedited basis in late May or early June. Once the appeal has concluded, and provided no further leave to appeal has been granted, the parties may proceed to implementation of the Balance Sheet Restructuring, with the expectation in this scenario being that the Balance Sheet Restructuring will be completed and the Restructuring Effective Date would occur reasonably soon thereafter although not earlier than early- to mid-June 2025. If further appeals were to be granted, it is expected that the period between the sanction order being received and the Restructuring Effective Date may be significantly longer. The Equity Placees will need to agree to any extension of the Restructuring Effective Date beyond 31 July 2025.

Any delay in completing the Balance Sheet Restructuring will prolong the period of uncertainty for the Group and may result in the accrual of additional costs (for example, there may be an increase in costs in relation to the preparation and issue of documentation, or other elements of the planning and implementation of the Balance Sheet Restructuring), increase market uncertainty and adversely affect the trading performance of the Group's ordinary shares and other securities.

Because the implementation of the Balance Sheet Restructuring is contingent upon the events referenced above, the Directors are of the opinion that, as at the date of this document, the Group does not have sufficient working capital for its present requirements, that is, for at least 12 months from the date of this document.

The Group is currently in default in respect of certain amounts due under the Group's Primary Bank Debt and the Notes, and these amounts are subject to deferrals and forbearance arrangements, as summarised below. Even without making payments to its noteholders and lenders, the Group forecasts to have minimal headroom above its US$75 million minimum liquidity covenant until the Balance Sheet Restructuring is implemented. To maintain this liquidity, the Group is also having to manage its other payment obligations carefully, including by seeking to delay all but critical payments to creditors and by not funding obligations under operational joint venture arrangements.

The Group's Primary Bank Debt was due to be amortised (i.e., repaid) in full by 25 October 2024. Since that time, interest and amortisation payments and repayments have been subject to regular deferrals, which are currently due to expire on 30 May 2025 subject to extension or the providers of those facilities entering into the Lock-Up Agreement.

Interest coupons on the Notes of US$29.25 million were due on each of 15 May 2024 and 15 November 2024. These amounts are the subject of forbearance by the Ad Hoc Group and certain other noteholders pursuant to a forbearance agreement dated 30 June 2024 (and more recently the Lock-Up Agreement).

Absent the successful completion of the Balance Sheet Restructuring, the Board anticipates that the Group will be unable to pay these amounts in full.

Pursuant to the terms of the Lock-Up Agreement, the Lock-Up Agreement may be terminated with immediate effect under certain circumstances, including should the Restructuring Plans not be sanctioned by the court. If sufficient creditors take steps to terminate the Lock-Up Agreement such that the forbearance and waivers of defaults under the relevant finance documents fall away, the Group does not expect to be able to pay these balances, which will result in the security granted in respect of the Funded Debt becoming enforceable. Under these circumstances, the Group will also not be in a position to obtain the New Money or secure the required Guarantees necessary for it to fund its ongoing costs and meet the requirements of existing contracts. There is therefore a significant risk that the Group would lose the support of its customers, partners and other key stakeholders and face an immediate liquidity crisis. In the absence of the New Money required and given the challenges of executing a sale of all or parts of the Group in a short time period, it is anticipated that, in the circumstances, the Group's financial creditors or other stakeholders will begin to take recovery action in respect of amounts owed to them, or that the directors of the Company will conclude that such action is unavoidable and therefore proactively file for insolvency proceedings.

Following completion of the Balance Sheet Restructuring, the Group may continue to face material risks to its liquidity in the coming years, in particular arising from failure to collect anticipated customer collections in a timely manner or to secure Guarantees

The Directors are of the opinion that, if the steps comprising the Balance Sheet Restructuring are implemented, this will significantly deleverage the Group's balance sheet, alleviate pressure on the Group's liquidity and deliver a sustainable capital structure to support its ability to achieve its financial ambitions in the coming years. However, the Directors have reached this view based on a number of assumptions regarding the Group's operational and financial performance in the coming years, as well as the broader commercial environment in which it operates, significant elements of which are beyond the Group's control. These assumptions include the following:

- collection of a number of material forecast one-off receipts from customers in line with management's expected timing and quantum, in particular in the second half of 2025, including assessed variation orders and other settlements, certain of which are the subject of arbitration;
- access to Guarantees for E&C contracts from June 2025, on expected commercial terms consistent with those historically procured by the Group;
- successful legal and operational alignment of the Group's delivery units;
- delivery of the Group's E&C contracts in line with client-agreed milestones and forecast margins, without liquidated damages arising on any contract and including the timely and full releases of applicable retentions;
- the Group's E&C and Asset Solutions operating segments being awarded future contracts, including renewals and new awards from existing clients, in line with its outlook and strategy, and the IES operating segment production and oil price assumptions;
- the ability of the Group to phase the unwind of the currently overdue creditor balances and other obligations over a number of months following the Balance Sheet Restructuring and to implement (if required in the future) further deferrals of creditor settlements, including successful negotiation of amendments to applicable payment terms;
- there being no requirement for ringfenced payments for contracts other than those already committed at the date of this document;
- no significant settlements being required with respect to litigations, disputes and claims; and
- there being no significant unforeseen income taxes become payable under the new federal Corporate Income Tax Regime in the UAE (effective from 2024).

There are material risks and uncertainties associated with each of these assumptions. If the Group's operational and financial performance and operating environment differ materially from these assumptions, including in relation to the expected timing of material customer settlements, the Group may experience a liquidity shortfall that, if the Group is unable to take remedial steps or agree alternative arrangements with creditors, could result in default under one or more of the Group's borrowing arrangements, which if uncured could result in insolvency to one or more Group entities.

As the Group expects to publish its 2024 Consolidated Financial Statements subsequent to the Restructuring Effective Date, which will be after 30 April 2025, the listing of the Shares will be temporarily suspended from 1 May 2025 until such time as the 2024 Consolidated Financial Statements are published

As a consequence of the Restructuring Effective Date being expected to fall after 30 April 2025, the Group has determined it appropriate to defer the finalisation and publication of its audited annual results as at and for the year ended 31 December 2024 (the "**2024 Consolidated Financial Statements**"), which it expects to publish shortly after the Restructuring Effective Date.

As a consequence, the Company will not comply with the requirement of DTR 4.1.3R, which requires an issuer to make public its annual financial report at the latest four months after the end of each financial year (being no later than 30 April 2025) and, accordingly, pursuant to the Listing Rules, the listing of the Shares will be temporarily suspended from 1 May 2025 until such time as the 2024 Consolidated Financial Statements are published.

As a result, while it is expected that the New Shares and the Warrants will be admitted to the equity shares (commercial companies) and warrants, options and other miscellaneous securities listing segments (respectively) of the Official List maintained by the FCA on the Restructuring Effective Date, it is anticipated that dealings in the New Shares and the Warrants will only commence following the publication of the 2024 Consolidated Financial Statements and the resultant lifting of the suspension of trading.

During such period prior to publication of the 2024 Consolidated Financial Statements and the resultant lifting of the suspension of trading, Shareholders will not be able to trade their Shares on the Main Market. This may negatively affect the price Shareholders may be able attain for any sales of Shares during this period. The timing of the publication of the 2024 Consolidated Financial Statements is expected to be shortly after the Restructuring, but this is contingent on completion of the independent audit thereon and the specific timing cannot be guaranteed.

Risks relating to Petrofac's Business

Petrofac's inability to secure adequate Guarantees in connection with the services that it provides to clients may have a materially adverse impact on the Group's business, financial position and results of operations

Petrofac's ability to win new contracts and continue to perform existing contracts, particularly within the E&C operating division, is dependent on its ability to procure performance bonds, and to a lesser degree advance payment guarantees, in connection with the services that it provides to clients. These arrangements, which the Group has historically entered into in the normal course of business, are contractually required in support of certain of the Group's underlying contractual obligations—for example, to secure its performance, to advance payment or in lieu of retentions being withheld. These bank or surety arrangements can take various forms, including performance bonds, advance payment guarantees and letters of credit (together, "**Guarantees**"), and are issued on either a standalone basis or, often, under facility agreements with lenders and other facility providers pursuant to which the relevant members of the Group can request the issuance of a series of other Guarantees in favour of multiple counterparties (known as the "**Unfunded Guarantee Facilities**").

As these arrangements are typically contractually required by the relevant client, any difficulty obtaining such arrangements, or changes in the cost of doing so, could negatively impact the Group's ability to win new contracts or enter into new services agreements or lead to termination of existing contracts (where such guarantees are contractually required but have not yet been procured). Accordingly, the Group is heavily reliant on the support of banks and sureties to provide Guarantees to support its operations.

In recent years, banking and surety market appetite for the provision of these performance bonds and advance payment guarantees in support of the contracts won by Petrofac (as well as the wider market) has reduced. This has been exacerbated by Petrofac's current balance sheet and has, in turn, constrained the typical cash benefit to the Group of new contract awards won in 2023. The reduced availability of advance payment guarantees, which enable upfront payments to be made by customers in order to fund project working capital, has meant that the Group has not been able to invoice advance payments as expected and has led to suspensions or interruptions in certain operating activities, in some cases for extended periods, such as the Group's contract for STEP Polymers SPA (a joint venture subsidiary of Sonatrach) in Algeria, which is one of the Group's largest contracts (as measured by Backlog).

The Group's Guarantee providers have in recent years increasingly requested additional cash collateral as consideration, the value of which has been material to the Group. In practice, these cash collateral balances are only released and become available for use by the Group in its operating activities as the relevant project nears completion, which has placed strain on the Group's balance sheet and liquidity position. If the Group experiences material operating delays that negatively impact the timing of project completion this would negatively impact the timing of cash collateral releases and as a result the Group's liquidity in the longer term—notwithstanding that any such release of cash collateral has not been factored into the projections underlying the Group's working capital statement as set out in this document (and therefore has no impact on the working capital statement set out herein).

The Balance Sheet Restructuring, as described above, is in part intended to address the decreased appetite for the provision of Guarantees and shore up their availability to the Group, reducing the need to post material collateral in the future, but there is no guarantee that the Balance Sheet Restructuring will be sufficiently successful in this, if at all.

The Group has agreed alternative arrangements with ADNOC and TenneT to extend the Group's timeline to procure Guarantees and, where there is no guarantee arrangement in place, to reduce the level of security required under its contracts and alleviate strain on its balance sheet and liquidity position arising from collateral requirements, which will result in a release of retained cash to the Group. In addition, certain claims against the Group by Guarantee providers on the Thai Oil Clean Fuels Project will be settled or compromised as part of the Balance Sheet Restructuring. Notwithstanding the entry into these arrangements, certain risks remain for the Group:

- *ADNOC and TenneT arrangements*: although these arrangements will reduce the need for Guarantees and level of security required pursuant to collateral requirements in the medium term, these arrangements are subject to the Group arranging Guarantees according to agreed deadlines in the coming years. For TenneT, the revised arrangements include a more gradual build-up of the performance security requirement over the life of the TenneT Framework Agreement and the ability to meet at least part of that security through retentions rather than Guarantees; these arrangements will apply until 31 December 2026, following which performance security will be required in the form of Guarantees. For ADNOC, the Group has received an extension, for 18 months from the date that the Balance Sheet Restructuring becomes effective, to provide Guarantees for certain work. If the Group is unable to procure Guarantees when required, it may become subject to reinstated or heightened collateral requirements or face limitations on the scope of work it can undertake for these customers in the future.
- *Guarantee arrangements*: (i) claims of the non-compromised Thai Oil guarantor in connection with the Thai Oil Clean Fuels Project will be reinstated (net of cash collateral applied in partial satisfaction of such claims) as senior secured debt, maturing one month after the initial scheduled maturity of the New Notes, and (ii) claims made by the remaining Thai Oil guarantee providers will be discharged (net of cash collateral that has been applied in partial satisfaction of crystallised claims) in exchange for Shares—one of the Thai Oil guarantee providers (who is a secured creditor) will be entitled to participate in the New Money, and one of the Thai Oil guarantee providers will be entitled to participate in the Equity Capital Raise Upsize. The Group may in the future face reputational risk, or difficulties procuring Guarantees on commercial terms or at all, if Guarantee providers perceive the Group as a high-risk counterparty as a result of the Balance Sheet Restructuring.

The Group may face new challenges in relation to procuring Guarantees for new work in the future. In particular, the Revised Guarantee Structure and alternative arrangements agreed with customers and Guarantee providers described above have only been agreed with respect to existing customer arrangements. As the Group seeks to commence new projects with existing or new customers, it will be required to source new Guarantees. Although the Group expects that the Balance Sheet Restructuring will permit it to gradually re-enter the market for these guarantees, from the second half of 2025, on a similar basis (and to procure Guarantees on similar terms) to historical practice, there can be no assurance that this will be the case. The Group may not be able to procure future arrangements on the same terms as Guarantees that form part of the Balance Sheet Restructuring, and it may not be able to agree future Guarantees on commercially acceptable terms or at all.

If the Group is not able to secure adequate Guarantee arrangements, and to do so on commercially acceptable terms, this could limit the Group's ability to effectively win new contracts and could impact existing contracts, make doing so more expensive or require substantial cash collateralisation, or negatively impact its attractiveness to potential and existing clients as a service provider (including leading to the termination of existing contracts), any of which could have a material adverse impact on the Group's business, financial position and results of operations.

Petrofac's future business performance depends on the award of new contracts and the renewal and extension of existing contracts, which are not within its control

Petrofac's future business performance depends on the award of new contracts for large-scale projects and the renewal and extension of existing contracts. It is generally difficult to predict whether and when Petrofac will be awarded contracts for large-scale projects that it bids on, as they frequently involve a lengthy and complex bidding and selection process. This process is affected by a number of factors, such as market conditions, competition, the client's ability to secure financing and governmental approvals. These decisions can be affected by a variety of factors, including geopolitical and macroeconomic factors as well discrete factors in the countries and regions where clients operate, any of which can impact customers' planned investment, global supply chains and projected demand. In addition, as contract awards are in most cases also affected by price, the Group's ability to win new contracts and extensions is dependent on its ability to operate efficiently.

A significant portion of the Group's projected growth in the coming years, as described in this document, is expected to be derived from entering into new contracts with existing customers and winning new customers. Although a majority of the Group's revenue for the year ending 31 December 2025 is expected to be derived from existing Backlog, the projected improvements in its operating and financial performance in subsequent years is significantly reliant on new-order intake. In particular, the Group is targeting US$6-8 billion per annum of new order intake for the years ending 31 December 2026 and 2027, excluding contracts already won pursuant to the TenneT Framework Agreement already won but not yet commenced (which are not included in Backlog), with a focus on new order intake within the E&C operating division and ETP delivery unit. If the Group is unable to meet its projected new order intake over this period, including due to any reputational concerns or otherwise following completion of the Balance Sheet Restructuring (including for the reasons summarised in "*Petrofac's inability to secure adequate Guarantees in connection with the services that it provides to clients may have a materially adverse impact on the Group's business, financial position and results of operations*"), it is unlikely to achieve its targeted operating and financial performance in the coming years.

The costs associated with bidding for new contracts or for extensions in the scope of work or renewals of existing contracts can be significant, and they may not necessarily result in the award of new contracts or in the extension or renewal of existing contracts. Petrofac participates in a number of such bids each year and failure to win such bids may have a material adverse effect on its business, financial position and results of operations. In addition, any reduction in bidding opportunities (which could happen for reasons beyond the Group's control) or changes in existing or potential clients' perception of the Group, could result in lower win rates, which will also have a negative impact on the business.

Furthermore, Petrofac has many long-standing relationships with clients, and any damage to these relationships, from performance-related issues or otherwise (including the Group's reputation following the Balance Sheet Restructuring), could result either in a failure to win new contracts or in a client's decision to restructure, terminate or not to renew or extend existing contracts. The loss of any one major client or group of clients could have an adverse impact on Petrofac's financial performance. In addition, the loss of a major client could also damage the Group's reputation, which in turn could jeopardise Petrofac's existing relationships with other clients or its ability to establish new client relationships.

The transition of the global energy sector from primarily a fossil fuel-based system to renewable energy sources could affect Petrofac's customers' levels of expenditures. Reduced activity in the Group's traditional areas of operation as a result of decreased capital spending could have a negative long-term impact on its business, which may not be offset by growth in its ETP delivery unit. See "—*Petrofac is subject to risks associated with its expansion into ETP*".

In addition to new investment decisions, which directly affect the Group's bidding opportunities and contract extensions, the Group also faces risks arising from variation orders to existing agreements. In particular, in circumstances where the need for a variation arises, the Group evaluates scope and feasibility against targeted operating and financial performance, including any anticipated variations in relation to capacity, design and other specifications (which can increase the amount of work the Group undertakes and revenue it receives under existing contracts), and assesses at the relevant balance sheet date whether to recognise any value for these variations. These factors can also result in delays related to the timing of collections from customers, including if they result in protracted negotiations regarding scope or cost escalations in connection with works required pursuant to the relevant agreement. Further, under certain circumstances, customers may also seek to reduce the scope of work. While the Group has successfully negotiated such variations on a number of contracts, it has at times been difficult to negotiate variations that preserve profit margins for the expected life of a given project. From time to time, the Group has faced disputes with contractual counterparties, including significant clients, arising as a result of changes to the Group's scope of work under the relevant contract and timing of performance, including in relation to claimed prolongation costs, which have an adverse impact on timing and amount of the Group's recoveries. If the Group is not able to successfully negotiate variations to existing agreements, its financial results may not meet expectations.

Any of the factors above could have a material adverse impact on the Group's business, financial position and results of operations.

Failure to successfully execute on projects, including as a result of delay or cost overrun, may result in substantial penalties or losses

Petrofac is subject to a number of commercial risks in relation to execution of its projects. These can range from failing to estimate costs accurately or execute within budget, to failures completing projects in a timely manner or bringing contracts to a successful conclusion, or material deviations from projected contract settlements and assessed variation order expectations, any of which can give rise to significant penalties or losses, delays in completion of works or collection from customers of payments in relation to the Group's work or failure to achieve expected financial targets and, as a result, have a negative impact on the business.

The Group provides products and services, in particular in its E&C division, under fixed-price lump sum turnkey ("**LSTK**") contracts, under which cost overruns are generally not recoverable from the client. Actual expenses incurred in executing these fixed-price contracts can vary substantially from those originally anticipated for reasons including, but not limited to:

- technical challenges and equipment/material failures;

- additional works that do not constitute variations (including due to unilateral interpretation of ambiguous parts of the relevant contract);
- unforeseen costs related to the procurement of necessary equipment and materials;
- unforeseen delays in delivery of necessary equipment and materials;
- labour shortages in the markets where the contracts are performed;
- unexpected costs accruing during commissioning and start-up of the project;
- delays caused by local weather conditions, health issues and/or natural disasters; and
- a failure of suppliers, subcontractors or joint venture partners to perform their contractual obligations.

These factors can be caused by a variety of macroeconomic or geopolitical events beyond the Group’s control, which have in recent years been subject to periods of significant uncertainty and, as a result, market volatility—including in relation to the interest rate environment, tariff regimes globally and other events, any of which can negatively impact supply chains and other resources required to perform contracts. For example, on the Group’s ORLEN contract in Lithuania, the forecast costs for the contract were calculated during the COVID-19 pandemic, but rising global inflation, including following the commencement of the war in Ukraine as well as an increase in the cost of labour resulted in higher costs than anticipated. Similarly, inflationary pressures and delays led to increased costs on the Group’s Thai Oil Clean Fuels contract, with the significant cost overruns on the latter requiring a reassessment of forecast costs and resulting in significant disputes with counterparties and the Group incurring losses on the contract. Hostilities across a number of countries in the Middle East have not had a significant impact on the Group’s operating activities to date, but significant uncertainty remains regarding the possibility of continued hostilities and any further escalation in the coming months and years. If these tensions lead to further conflict, this could directly impact the Group’s ability to undertake existing or targeted operating activities. While the Group has not experienced material inflation in its supply chain as a result of disruptions related to these hostilities to date, it is unable to predict how these conflicts will develop or guarantee that it will not experience material supply chain disruptions in the future.

Delays in completion of a project, failure to meet certain key performance indicators or disputes with contractual counterparties (including customers, joint-venture partners or providers of performance bonds or payment guarantees) may also cause reputational damage, and in certain circumstances also expose Petrofac to claims and liquidated damages payable to its clients or partners, or obligations under performance bonds or payment guarantees, any of which may be significant. Additionally, delays in certain projects could lead to delays in subsequent projects that were scheduled to use resources and common vendors or subcontractors still being utilised on the delayed project.

Additionally, as the Group expands into the new energies sector and demand in the sector grows, the Group may experience increased competition, which could make accessing key components for delivering these new energies projects more difficult and could lead to increased costs for these projects.

If the Group’s cost estimate for an LSTK contract is inaccurate for any of these reasons, the project may be less profitable than expected or result in losses which could be significant.

Moreover, revenue from Petrofac’s fixed-price LSTK contracts is recognised using the percentage-of-completion method of accounting. This involves recognising an increasing proportion of contract revenues and earnings as the contract progresses towards completion, typically with the larger proportion of the costs incurred in the procurement and construction phases of the contract. Revenue from cost-plus-fee contracts is recognised on the basis of costs incurred during the year plus the fee earned measured by the cost-to-cost method. Petrofac’s revenues and earnings (or losses) are largely based on estimates of contract revenue, costs and profitability at completion and may not reflect actual revenues, earnings or losses to date on the contract. Although such revenue and earnings may be recognised for accounting purposes, these amounts do not represent actual cash received by Petrofac, which is often instead tied to contractual milestones or payment requirements. Delays in completion of contracts or delay or failure of clients to pay in a timely manner, which has occurred at times in recent years, could continue to affect the revenue and earnings actually received from contracts and, in certain circumstances, may result in a reduction, reversal or elimination of previously reported revenue or earnings. See "*The Group may not realise revenue on its current Backlog due to client order reductions, cancellations or acceptance delays, or client insolvency or default, which may negatively impact its financial results*" and "*Following completion of the Balance Sheet Restructuring, the Group may continue to face material risks to its liquidity in the coming years, in particular arising from failure to collect anticipated customer collections in a timely manner or to secure Guarantees*"

Finally, because of the nature of its business, the Group is subject to significant fluctuations in liquidity and working capital on a month-to-month basis.

Any of the factors above could have a material adverse impact on the Group's business, financial position and results of operations.

The Group has committed to the Delivery Unit Alignment

As part of the Balance Sheet Restructuring, the Group has committed to realign its delivery units so they each achieve a full legal and operational alignment within the Group. Although the Group does not expect that this realignment will result in material operational changes to material aspects of the Group's business, the implementation of the organisational legal steps may consume significant time and attention of Petrofac's Senior Management. As such, these steps could limit or restrict the Group's ability to effectively carry on its operational activities, including to implement its strategy or to undertake strategic initiatives or opportunities that arise in the future. If the Group experiences any significant operational or financial impact as a result of these obligations, including for reasons it cannot currently foresee, it could have a material adverse effect on the Group's business, financial position and results of operations.

The Group is subject to restrictive covenants, which may restrict its ability to conduct its business

Following the Balance Sheet Restructuring described in this Prospectus, the Group will still be party to financing arrangements with restrictive covenants, including a Group-wide minimum liquidity test (US$40 million until 31 December 2025, US$55 million between 1 January 2026 and 30 June 2026, and US$75 million from 1 July 2026, tested quarterly), restrictions on the incurrence of debt (with a cap of US$288 million, at face value) and liens, restrictions on the Group's ability to effect certain transfers of assets and cash internally, and a consolidated net leverage ratio applied to Asset Solutions (post Delivery Unit Alignment).

The restrictions imposed by these financing arrangements may limit the Group's ability to react to market conditions or take advantage of potential opportunities should they arise. These restrictions, which include financial covenants and other operating restrictions, including restrictive covenants in relation to granting security, disposals, the incurrence of financial indebtedness, making distributions and entering into material merger / acquisition transactions (each subject to customary exceptions), could limit or restrict the Group's ability to undertake strategic initiatives or opportunities that arise in the future without the prior consent of the relevant lenders. No guarantee or assurance can be provided that any such lender consent will be given or, if it is, as to its terms, any of which could have a material adverse effect on the Group's business, financial condition and results of operations.

Ethical misconduct or breaches of applicable laws by Petrofac's employees or those acting on its behalf could be damaging to its reputation or result in substantial fines or penalties

The Group is subject to risks arising from non-compliance within the Group, its employees and agents and other parties acting on its behalf with applicable laws and regulations, as well as ethical business practices and standards in the countries where the Group operates. Any failure by these parties to meet these requirements, including the Group's internal standards to ensure good practices and compliance, could expose the Group to substantial regulatory fines or penalties or to reputational damage.

The Group maintains a number of policies and programmes designed to ensure compliance with these laws, regulations and good practices. For example, Petrofac's Code of Conduct ("**Code of Conduct**") defines its commitment to integrity, compliance with all applicable legal requirements, high ethical standards and the behaviours and actions that Petrofac expects of its businesses and people wherever it operates, and it has been made available in electronic and printed formats and has produced versions in Arabic, English, French, Hindi, Malay, Russian, Spanish, Thai and Turkish. Petrofac also maintains a Standard for the Prevention of Bribery and Corruption, and an anti-money laundering standard. In addition, the Group has also put in place training programmes, including virtual and remote training and a whistle-blower platform hosted by an independent third party.

Incidents, or alleged incidents, of ethical misconduct or non-compliance with applicable laws and regulations, including non-compliance with anti-bribery and anti-corruption laws and regulations, could result in Petrofac being subject to significant fines, call into question the integrity of its operations and result in damage to its reputation. Regardless of whether the Group or its employees, where applicable, are ultimately found to have violated any applicable law or regulation, significant management time and attention may be required in connection with such matters. For example, in 2021, Petrofac entered guilty pleas to seven counts of historical offences of failing to prevent bribery contrary to section 7(1) of the Bribery Act 2010 and Southwark Crown Court imposed a fine of £77 million on the Company. Additionally, in February 2024, the SFO charged two former senior executives of the Group with bribery. While the SFO Investigation into the Company has concluded, the prosecution of the two former senior executives continues and there is no guarantee that the SFO will not bring further charges, for example against other persons. As referenced in the independent auditor's report for the 2023 Consolidated Financial Statements and the Audit Committee report contained in the Group's 2023 and 2022 Annual Report and Accounts, the Group experienced two isolated control issues, which led to prior year adjustments to the Group's financial statements for the years ended 31 December 2021 and 2022. The Group has subsequently taken steps to review its internal control processes and to implement remedial measures and training programmes to mitigate the risk of this happening in the future. Despite these initiatives and policies, Petrofac faces risks that non-compliance by Group employees or those acting on its behalf could create legal or other exposure.

Any alleged misconduct or finding that the Group or its employees or agents have breached applicable laws or regulations may have a material adverse effect on the Group's business, financial position and results of operations.

Petrofac is exposed to concentration risks from its dependence on a small number of large contracts and a limited number of significant clients at any given time

Due to the size of many of Petrofac's projects, a significant portion of its revenue in any year may be derived from a relatively small number of contracts, in particular within the E&C operating division. For example, for the year ended 31 December 2023, Petrofac's five largest E&C contracts represented approximately 60 per cent. of segment revenue (approximately 22 per cent. of Group revenue), of which contracts with ADNOC comprise a material proportion. Consequently, should any one of those contracts prove less profitable than forecast, or be loss making (as was the case with the Group's Thai Oil Clean Fuels Project, see "*– Failure to successfully* *execute on projects, including as a result of delay or cost overrun, may result in substantial penalties or losses*"), that could have a significant adverse impact on Petrofac's profitability.

In addition, Petrofac may have multiple contracts with the same client and therefore one client may comprise a significant percentage of Petrofac's Backlog or its revenue for any given period. The Group expects this trend to accelerate in the coming years, with significant customers projected to continue supporting the Group's targeted growth in operating and financial performance—with nearly half of revenue and slightly over half of gross profit in the medium term expected to be derived from the Group's top five customers, and significant portions of these balances representing new order intake from these key customers. In Petrofac's ETP delivery unit, a significant majority of Backlog is attributed to the TenneT Framework Agreement, and the Group anticipates deriving additional revenue from TenneT contracts under the Framework Agreement that have not yet been specifically awarded to the Group (and so are not yet included in Backlog). In E&C, agreements with ADNOC comprise a significant majority of the division's Backlog, and the Group anticipates bidding for further work from ADNOC in the coming years.

Although Petrofac has long-standing relationships with many of its significant clients and believes these clients rely significantly on the Group's expertise and services, clients may unilaterally reduce in scope, delay or cancel their contracts at any time. In addition, as the Group generally provides services (either on a standalone or joint-venture basis) to its most significant clients at multiple sites and pursuant to multiple contracts, it faces risks that operational or other issues in relation to one site or agreement could negatively affect the broader client relationship. As a result, any significant deterioration in a significant client relationship could negatively impact the Group's operational and financial performance, including claims and recoveries, pursuant to multiple contracts.

A loss or deferral of business from a significant client could have a material adverse effect on Petrofac's business, results of operations and financial condition.

The Group may not realise revenue on its current Backlog due to client order reductions, cancellations or acceptance delays, or client insolvency or default, which may negatively impact its financial results

The Group tracks its Backlog, which is the estimated revenue attributable to the uncompleted portion of E&C projects and Asset Solutions services (based on the estimated revenue attributable to the lesser of the remaining term of the contract and five years) as a metric of its operating performance and visibility on projected future revenue. As at 30 June 2024, the Group's Backlog was US$8.0 billion, compared to US$8.1 billion as at 31 December 2023. In certain limited circumstances, the Group's clients have invoked termination clauses leading to order reductions, cancellations, and acceptance delays, and it may experience more of these in the future. Order reductions have, for instance, resulted from contract overruns—if these are severe, they could put project economics in jeopardy or, in extreme circumstances, result in potential client cancellation.

Additionally, acts of states related to nationalisation, expropriation or change in the applicable legal framework may impose or require changes to contract terms which could in turn affect the Group's Backlog and may result in the suspension or termination of contracts.

The Group may be unable to collect revenue for orders reflected in its Backlog, or it may be unable to collect cancellation penalties, to the extent that it has the right to impose them, or the revenues may be delayed and pushed into future periods. In addition, clients who are more highly leveraged or otherwise unable to pay their creditors in the ordinary course of business may become insolvent or be unable to operate as a going concern. The Group may be unable to collect amounts due or damages that it is awarded from these clients, and its efforts to collect such amounts may negatively affect client relationships.

Any of these factors could have a material adverse effect on the Group's business, financial position and results of operations.

Petrofac is subject to risks associated with its expansion into ETP

Petrofac's ongoing expansion of its ETP capabilities, or entry into any other new business areas in the future, may expose it to additional business risks that are different from those that it has experienced to date. Although Petrofac has over a decade of experience in offshore wind, and its capabilities are reflected in its win alongside Hitachi Energy of the US$14 billion framework agreement with TenneT, the Group has also continued expanding its service offerings into other new energies, such as onshore carbon capture, green hydrogen, waste-to-value and emissions reductions facilities.

The Group's participation in the TenneT framework agreement comprises a significant proportion of its current ETP Backlog, and the Group expects to derive material future revenue from TenneT contracts that have not yet been specifically awarded to the Group (and so are not yet included in Backlog). If the Group does not achieve the operating or financial performance that it currently expects from the TenneT relationship, in particular given the significance of the TenneT relationship to the ETP delivery unit, this could have a negative impact on its ability to win new ETP customers and, more generally, limit the Group's ability to achieve its targeted growth in the coming years. See "*Petrofac is exposed to concentration risks from its dependence on a small number of large contracts and a limited number of significant clients at any given time*".

In addition, the Group expects demand for its services on new energy projects to continue to grow in the coming years, including as a result of changes to regulatory regimes affecting clients or the Group. However, this market may not grow as quickly as the Group expects. For example, recently the Group has experienced a delay in awards in the new energies sector, which was largely driven by reduced funding and government support for energy transition initiatives in the Group's targeted markets. See "*Risks Relating to Petrofac's Operating and Regulatory Environment – Existing or future laws and regulations relating to greenhouse gas emissions and climate change may adversely affect the Group's business or result in reputational damage to the Group*". If the Group is unable to effectively tailor its service capabilities to new energy projects, or to maintain its reputation as a leading service provider for clients undertaking new energy projects, it could experience a loss of existing clients and a failure to win targeted new clients or bids. The Group also faces risks arising from the development of the energy transition. For example, In recent periods, investment and infrastructure projects related to sustainable energy have come under heightened scrutiny by government entities and the investment community, which may result in a deterioration in governmental and other support for these types of projects in the future. Conversely, if the energy transition landscape changes faster than anticipated or in a manner that management does not anticipate, demand for the Group's services could be adversely affected or it may be unable to adapt its strategy and expertise to meet customers' evolving needs.

Petrofac's ability to successfully expand its business capabilities or acquire new business to enable such expansion may be limited by many factors and it may not be successful in its efforts to estimate the financial effects and/or synergies of such transactions on its business. In addition, Petrofac's focus on expanding its ETP capabilities may divert management attention, financial and human resources or other capabilities away from its existing business or require additional expenditures. Such developments could have a material adverse effect on Petrofac's business, results of operations and financial condition.

If Petrofac fails to anticipate or manage any such risks successfully in the future, it could incur losses and liabilities it had not anticipated, which may have a material adverse effect on its business, financial position and results of operations.

Petrofac relies on third-party equipment manufacturers and sub-contractors and may be exposed to liability for their acts and/or omissions or face challenges if the Group's relationships with them are not maintained

Petrofac relies on third-party equipment manufacturers and sub-contractors in the execution and performance of its contracts and ordinary course activities. In the construction phase of its major engineering, procurement, and construction ("**EPC**") contracts, in particular, Petrofac relies on a large number of sub-contractors. To the extent that it cannot engage subcontractors or acquire equipment or materials according to its plans and budgets, Petrofac's ability to complete a project or contract in a timely fashion or at a profit may be impaired. If the amount Petrofac is required to pay for these goods and services exceeds the amount estimated in bidding for fixed-price work, Petrofac could experience losses under the relevant contracts.

Additionally, Petrofac's ability to execute work under existing client contracts and to successfully bid for new work depends on maintaining good relationships with these third-party equipment manufacturers and sub-contractors. In recent years, including as a result of challenging liquidity conditions highlighted above, Petrofac has taken steps to renegotiate supplier and sub-contractor terms, including payment terms, with certain counterparties. This has, at times, negatively impacted the Group's relationships with its suppliers and sub-contractors. If Petrofac is unable to negotiate such amendments as required, or doing so harms its relationships with key suppliers and sub-contractors, this could have a material adverse effect on Petrofac's ability to satisfy its obligations to clients, lead to losses under the relevant client contracts or limit its ability to successfully bid for new work. Supplier relationships may also be negatively affected by adverse changes to the Group's reputation, including as a result of disputes between the Group and its clients or other suppliers, due to perception of counterparties to the announcement or implementation of the Balance Sheet Restructuring, or due to operating issues or interruptions experienced by the Group on unrelated projects.

In addition, if a sub-contractor or a manufacturer is unable to deliver its services, equipment or materials according to the negotiated terms or on time, Petrofac may be required to purchase such services, equipment or materials from another source at a higher price. Furthermore, where a sub-contractor fails to meet quality standards or to deliver its services or equipment according to negotiated terms or on time, Petrofac may be subject to client claims. There is no guarantee that Petrofac will be able to recover such costs from the sub-contractor. The resulting additional costs or claims may be substantial, and Petrofac may be required to compensate its client. Petrofac may not be able to recover these costs, in whole or in part, in all circumstances, which may reduce the profit to be realised or result in a loss on a project for which services, equipment or materials were needed. Such events may have a material adverse effect on Petrofac's reputation, business, financial position and results of operations.

Certain major projects and operations are conducted using consortium or joint venture partners and associates thereby reducing the degree of control it may exercise

Petrofac may bid for a particular contract jointly with joint venture or consortium partners, and a number of its projects are conducted through joint ventures, joint operations or associates. For example, the contracts awarded under the TenneT Framework Agreement are being undertaken in consortium with Hitachi Energy and the contract for the design and build of Sonatrach's petrochemical complex in the Arzew Industrial Zone in Algeria is being undertaken in consortium with China Huanqiu Contracting & Engineering Corporation. In addition, Petrofac has in recent years undertaken significant work executing the Thai Oil Clean Fuels Project.

These types of joint venture, joint operation and consortium arrangements often involve complex risk allocation and decision-making processes and indemnification arrangements. In certain cases, Petrofac may have less control of such activities than it would have if it was executing the contract in its sole name. In these circumstances, Petrofac's ability to maximise the profitability of any contract awarded to it may be adversely affected by the performance of its joint venture, joint operation or consortium partners. In addition, Petrofac may be dependent on the expertise of partners, such as when undertaking particularly complex projects and/or projects outside its historical areas of expertise, or in assessing certain costs of the contract undertaken on a joint basis, where its reliance on partners could create additional risks. For example, to the extent that such costs are inaccurately calculated in relation to LSTK contracts, or material issues in the scope or required activity to complete a project, Petrofac may be exposed to its share of any cost overruns of the joint venture, joint operation or consortium, which may have a material adverse effect on its business, financial position and results of operations. For example, as part of the Balance Sheet Restructuring, the Group has reached consensual settlement arrangements with certain contractual counterparties on the Thai Oil Clean Fuels Project; however, other parties will be subject to the Restructuring Plans and form part of the Part 26A Compromise Claims. On 24 April 2025, the Group and its joint venture partners on the Thai Oil Clean Fuels project received a notice of termination from Thai Oil. The Group is evaluating the grounds for termination set out in this notice. As described in this document, actual or potential claims (against the Company and PIUL) in connection with the Thai Oil Clean Fuels contract by Thai Oil Public Company Limited, Saipem or Samsung entities (and PSS Netherlands BV as a joint venture entity) that are party to the project contracts are expected to be compromised as part of the Restructuring Plans, in the event that the Restructuring Plans are approved by the court.

Such disputes and settlements may cause reputational damage to the Group, negatively impact its existing relationships and adversely affect the Group's likelihood of winning new customers and contracts in the future.

Furthermore, joint venture, joint operation or consortium partners may have economic or business interests or objectives that are inconsistent with, or opposed to, Petrofac's interests or objectives and may exercise veto rights to block certain key decisions or actions or approve such matters without its consent. Further, cash in joint venture or joint operation bank accounts may be restricted in being made available to the Group for its general corporate use without the agreement of the joint operation or joint venture partner(s) (as applicable).

In addition, should accidents or incidents occur in operations in which Petrofac participates, whether as operator or otherwise, and where it is held that its joint venture or consortium partners are legally liable to share any aspects of the cost of responding to such incidents, the financial capacity of these third parties may prove inadequate to indemnify Petrofac fully against the costs it incurs on behalf of the joint venture or contractual arrangement.

Petrofac may be jointly and severally liable for the acts or omissions of its joint venture, joint operation or consortium partners. This typically arises under the terms of the contract with Petrofac's client, or may also arise under the terms of the joint venture, joint operation or consortium arrangement or because Petrofac is exposed to the losses of any joint venture, joint operation or consortium vehicle, including through bonding or other guarantee arrangements that may be required by the client on specific projects where Petrofac accepts primary liability for the overall performance of the underlying contract even if it only provides part of the goods or services to the client. If a client were to pursue claims against Petrofac or against a joint venture, joint operation or consortium vehicle as a result of the acts or omissions of Petrofac's partners, Petrofac's ability to obtain recompense from such partners may be limited. Recovery under such arrangements may involve delay, management time, costs and expenses or may not be possible at all, which may have a material adverse effect on Petrofac's business, financial position and results of operations.

Petrofac's operating and financial performance could be adversely affected if it is unable to attract and retain sufficient skilled personnel across its operations

Petrofac relies on skilled personnel across the Group's operations to provide services to its clients. As a result, the Group's future growth and its operating performance depend to a large extent on its continued ability to attract, retain, motivate and organise appropriately qualified personnel in the jurisdictions where it operates in a variety of roles. Material trends (whether due to factors in or outside the Group's control) may reduce the Group's attractiveness to existing and potential personnel and may negatively impact its recruitment and retention activities, which could adversely affect the Group's operating activities and financial performance.

The Group's ability to meet operational requirements and its future growth and profitability may be affected by the scarcity of engineers, production operations personnel and other technical and management personnel or by potential increases in compensation costs associated with attracting and retaining these employees. The shortage of personnel may be potentially more acute where Petrofac is required by National Oil Corporations ("**NOCs**") to use local workforces, which may be less experienced. In addition, long-term relationships with Petrofac's strategic clients and partners depend, to a certain extent, on the relationship that its key employees have with these clients. The Group has also experienced the departure of skilled management and operational personnel in recent periods, which it believes reflects the financial and operational uncertainty it has faced over that time. Although the Balance Sheet Restructuring aims to support the Group's operational and financial stability going forward, there can be no assurance that it will be able to recruit and retain the skilled personnel required or to do so at historical or commercially appropriate remuneration levels.

If Petrofac is unable to attract and retain sufficient numbers of skilled employees, or if the compensation costs associated with attracting and retaining employees increase significantly, this may have a material adverse effect on its business, financial position and results of operations.

Petrofac's businesses may be subject to claims based on contractual liabilities, including equipment warranties, that may not be covered or may be beyond its insurance coverage

Petrofac's services involve the risk of contractual non-compliance and professional errors and omissions and other liability claims being made against it, as well as negative publicity that may adversely affect its financial position and results of operations. Furthermore, Petrofac provides performance warranties as to the services it provides and as to the proper operation and adherence to specifications of the plants and equipment it designs, modifies or constructs. Failure of this equipment to operate properly or to meet specifications may give rise to claims against Petrofac and may increase its costs by requiring additional engineering resources and services, replacement of parts and equipment or monetary reimbursement to a client and these failures may be significant and costly. Petrofac may not be able to maintain or obtain adequate insurance coverage to cover such litigation, warranty or other claims at rates it considers reasonable, or it may take the decision not to insure such risks. Even where coverage is obtained, claims may be denied or exceed such insurance coverage and may harm its reputation. To the extent that such claims are not covered by insurance or exceed its insurance coverage, the Group's business, financial position and results of operations may be adversely affected.

A failure of the Group's information technology infrastructure, including as a result of cyber-attacks, could adversely impact its business and results of operations

The Group relies upon the capacity, reliability, and security of its information technology ("**IT**") hardware and software infrastructure and its ability to expand and update this infrastructure in response to changing needs. The Group has been subject to cyber-attacks in the past, including phishing, malware, and ransomware. No such attack to date has had a material adverse effect on Petrofac's business; however, this may not be the case with future attacks. The Group's systems may be vulnerable to damage from such attacks, as well as from natural disasters, failures in hardware or software, power fluctuations, unauthorised access to data and systems, loss or destruction of data (including confidential client information), human error, and other similar disruptions, and the Group cannot give assurance that any security measures it has implemented or may in the future implement will be sufficient to identify and prevent or mitigate such disruptions.

The Group relies on third parties to support the operation of its IT hardware, software infrastructure, and cloud services, and in certain instances, utilises web-based and software-as-a-service applications. These third parties include vendors that provide infrastructure and business system support services (such as Oracle for its enterprise resource management system). Third-party reviews are performed prior to engagement to assess security and controls. The security and privacy measures implemented by such third parties, as well as the measures implemented by any entities the Group acquires or with whom it does business, may not be sufficient to identify or prevent cyber-attacks, and any such attacks may have a material adverse effect on its business. For example, the Group experienced access interruptions across its networks earlier this year as a result of the CrowdStrike outage that affected networks globally utilising Microsoft Windows operating systems. While the Group's IT vendor agreements typically contain provisions that seek to eliminate or limit its exposure to liability for damages from a cyber-attack, the Group cannot ensure that such provisions will withstand legal challenges or cover all or part of such damages.

Threats to the Group's IT systems arise from numerous sources, not all of which are within its control, including fraud or malice on the part of third parties, accidental technological failure, electrical or telecommunication outages, failures of computer servers or other damage to its property or assets, outbreaks of hostilities, or terrorist acts. The failure of the Group's IT systems or those of its vendors to perform as anticipated for any reason or any significant breach of security could disrupt the Group's business and result in numerous adverse consequences, including reduced effectiveness and efficiency of operations, inappropriate disclosure of confidential and proprietary information, reputational harm, increased overhead costs and loss of important information, which could have a material adverse effect on the Group's business and results of operations. In addition, the Group may be required to incur significant costs to protect against damage caused by these disruptions or security breaches in the future.

The Group's insurance coverage may not cover all of the costs and liabilities it incurs as the result of any disruptions or security breaches, and, if its business continuity and/or disaster recovery plans do not effectively and timely resolve issues resulting from a cyber-attack, it may have a material adverse effect on its business, financial position and results of operations.

The Group handles personal data in the ordinary course of its business, and any failure to maintain the confidentiality of that data could result in fines, legal liability for the Group and reputational harm to its business

Data protection laws and rules impose certain standards of protection and safeguarding on the Group's ability to collect and use personal information relating to its employees, clients and potential clients, and could make the Group liable in the event of a loss of control of such data or as a result of unauthorised third-party access. In particular, the Group is subject to the General Data Protection Regulation (EU) 2019/679 (including as it forms part of domestic law as defined in the EU (Withdrawal) Act 2018 and implemented through the Data Protection Act 2018) (the "**GDPR**"), which requires the ability to evidence compliance against a large number of mandatory obligations relating to personal data processing activities including being able to respond to an increased range of data subject rights and mandatory personal data breach response reporting, with potential financial penalties up to the higher of 4 per cent. of the annual worldwide turnover of company groups or €20 million in the event of material breach.

Unauthorised data disclosure could occur through cyber security breaches due to human error, external hacking, malware infection, malicious or accidental user activity, internal security breaches and physical security breaches due to unauthorised personnel gaining physical access. The Group, and its clients and suppliers who carry out these services on an outsourced basis, could be subject to breaches of security by hackers. A future breach of the Group's system or that of one of its clients or outsourcing partners may subject the Group to material losses or liability, including fines, claims for unauthorised use of personal and sensitive data or other claims.

A misuse of such data or a cyber-security breach could harm the Group's reputation, increase its operating expenses in order to correct the breaches or failures, expose it to uninsured liability, increase its risk of regulatory scrutiny, subject it to lawsuits, result in the imposition of material penalties and fines under any applicable international laws or regulations, and adversely affect its business and results of operations. The Group has policies and procedures in place to seek to prevent such breaches and maintain compliance with the GDPR and other applicable data protection rules and regulations, and it carries out detailed root cause analysis on any breach that does occur in order to ensure that similar occurrences do not arise. However, if a single material breach or a series of less material breaches were to occur, the Group could face liability under data protection laws, lose the goodwill of its clients and have its reputation damaged, any of which could have a material adverse effect on the Group's business, financial position and results of operations.

Limitations on Petrofac's ability to protect its intellectual property rights, including trade secrets, could cause a loss in revenue and reduce any competitive advantage that it holds

In providing its services, Petrofac uses both know-how which it regards as proprietary and certain intellectual property which it licenses from third parties. Where Petrofac has not protected its proprietary know-how by patents or other registered form of intellectual property right protection (or if its patents or other protections are inadequate), it is possible that third parties may access and utilise this know-how to its detriment. Petrofac's business may be adversely affected if it infringes patents or other intellectual property rights held by third parties or if certain licences are withdrawn or not renewed. In addition, Petrofac invests resources in building the goodwill and brand recognition applicable to the trademarked Petrofac names and the Petrofac "oil drop" logo. Failure to protect adequately its brand and goodwill may have a material adverse effect on its business, financial position and results of operations.

Petrofac is subject to fluctuations in foreign currency exchange rates

Petrofac's reporting currency is the US Dollar. In the year ended 31 December 2023, a material proportion of the Group's revenue and costs was denominated in currencies other than the US Dollar. From time to time, Petrofac enters into contracts or incurs costs denominated in currencies other than US Dollars and Petrofac may not always be able to match revenue with costs denominated in the same currency. While Petrofac attempts to minimise its exposure to such foreign exchange risks through measures such as buying the local currencies of its suppliers and vendors forward at the date on which the contract is awarded and by including escalation provisions for projects in inflationary economies, there can be no assurance that Petrofac will be able to successfully hedge and mitigate its foreign currency exchange risks in whole or in part. If Petrofac fails to successfully hedge or mitigate its foreign currency exchange risks, it may have a material adverse effect on its business, financial position and results of operations.

Risks Relating to Petrofac's Operating and Regulatory Environment

Demand for the majority of Petrofac's services is linked to the level of expenditure by the energy industry and fluctuating prices of, and supply and demand for, crude oil, natural gas, oil products and petrochemicals, any of which may decline

Demand for the majority of Petrofac's services is dependent on expenditure and activity by and in the energy sector for the exploration and development of, and production from, crude oil and natural gas reserves. The level of expenditure and activity is in turn driven largely by current and expected market prices, as well as supply and demand, for oil and gas, among other factors, which have been volatile at times in recent years and contribute to determinations about the capital and operating expenditure budgets of Petrofac's principal clients, including upstream and downstream infrastructure investment, refinery capacity build out, integrated chemicals capacity and decommissioning activities for ageing oil and gas infrastructure. As a result, the Group's bidding opportunities and operating activities continue to depend to a very large extent on fundamentals of the global energy market that influence oil and gas energy companies': (i) level of exploration, development, and production activity; (ii) capital spending; and (iii) processing of oil and natural gas in refining units, petrochemical sites, and natural gas liquefaction plants. Any substantial or extended decline in the discovery and development of new reserves of oil and gas and the reduced exploitation of existing wells could adversely affect demand for the Group's services, which historically have been volatile and are likely to continue to be volatile in the future.

The level of exploration, development and production activity is directly affected by price trends for oil, natural gas, oil products and petrochemicals, which are affected by supply and demand, both globally and regionally. There can be no assurance that projections for the size and shape of the global energy market or for oil and gas demand will be realised, including long-term industry estimates such as the International Energy Agency ("**IEA**") "Stated Policies Scenario" or "Sustainable Development Scenario", which aim to model the global energy market, including the level of expenditure on industry investment in upstream oil and gas in the coming decades. If levels of investment are significantly below these expectations, for any reason, it could negatively affect demand for the Group's services. Similarly, while the Group expects significant growth in demand for new energy projects in the coming years, based on industry expectations and stated policy support for renewable energy sources, there can be no assurance that these expectations will be realised. Regulatory priorities are subject to change, including following elections, and are not within the control of the Group. For example, recently reduced funding and government support for energy transition initiatives in certain jurisdictions has led to a decrease of awards in the new energies sector.

Other factors that influence supply and demand include operational issues, natural disasters, weather, political instability, conflicts, economic conditions and growth rates; the rate of decline of existing reserves; costs of exploring for, producing and delivering oil and natural gas; demands for and availability of alternative fuel sources (for example, hydro, wind or other "green" forms of energy); environmental regulations; oil refining and transportation capacity; technological advances affecting energy consumption; and actions by major oil exporting countries (including excess production) and other countries.

In recent years, including as a result of the COVID-19 pandemic, the war between Russia and Ukraine and conflict in the Middle East, global crude oil prices have experienced periods of significant volatility, which may continue in the future for a variety of reasons. The Group has not experienced any adverse impact from recent tariff-related policy changes, but it cannot predict whether these will result in increased costs to the Group or changed customer or supplier behaviour in the future. As clients often take a longer-term view on future oil prices in deciding on whether to sanction major oil and gas projects, these types of substantial or extended declines, or continued volatility, in oil or gas prices could cause a decline or delays in the demand for Petrofac's services, while short-term recoveries or other increases in oil and gas prices alone may not result in an increase in demand for Petrofac's services. Although there has been significant price recovery since 2020 and oil prices have remained stable, there remains uncertainty regarding future investment levels in the oil and gas sector.

Lower expenditure by the oil and gas sector may result in lower demand for Petrofac's services, which may have a material adverse effect on its business, financial position and results of operations.

Petrofac operates in a competitive environment, and changes relating to competitive factors in its industry may negatively impact its results of operations

The Group bids for projects on the basis of a number of different factors, which include experience and expertise in a given geography and/or scope, price, service offerings, project execution capabilities and client relationships. Contracts for the Group's services are generally awarded following a competitive bidding process. While the Group's capabilities, reputation and experience, among other factors, are typically considered as part of client decisions for new contracts, price is often a major factor in these bid awards.

The sector in which Petrofac operates is subject to price competition, and if price competition were to intensify in the future, the number of bids which could deliver appropriate margins to the Group could decline and Petrofac's financial performance could be adversely affected. In addition, many of Petrofac's major competitors are diversified multinational companies that are large and have substantial financial resources making them better able to compete in providing faster, more efficient services or reduced prices, including by working for lower margins. These companies may also be more resilient to cyclical downturns in the oil and gas industry. The Group also competes against local and regionally-focused companies that may be favoured in bidding processes. In addition, Petrofac is facing competition from market participants from China, the Republic of Korea and India that operate from a lower cost base.

Any of these competitive factors could cause Petrofac to lose market share in one or more of its key markets or strategic market position, which may have a material adverse effect on its business, financial position and results of operations.

Petrofac is exposed to MENA-specific risks as it generates significant revenue in the region

The Middle East and North Africa ("**MENA**") region accounted for 26 per cent. of Petrofac's consolidated revenue for the year ended 31 December 2023 and a broadly similar proportion for the most recent financial year. In addition, MENA countries accounted for approximately 36 per cent. of Petrofac's Backlog as at 31 December 2023. Economies of many MENA countries are heavily dependent on exports of oil, gas and oil products. Therefore, decreases in global prices for hydrocarbons in the past have, and in the future may have, adverse effects on their economic environments. As a result, these decreases place greater pressure on MENA governments to find alternative means of raising revenues, which may increase the risk of social and labour unrest as well as negatively impact their spend on exploration and extraction of hydrocarbons and/or production of oil products and petrochemicals, which may have a material adverse effect on Petrofac's business, financial position and results of operations. See "*Demand for the majority of Petrofac's services is linked to the level of expenditure by the energy industry and fluctuating prices of, and supply and demand for, crude oil, natural gas, oil products and petrochemicals, any of which may decline*" in these *Risk Factors*.

In addition, some MENA countries have experienced prolonged periods of political, social and economic instability and civil disturbances, including most recently, the war between Israel and Hamas in the Gaza Strip, subsequent military operations in neighbouring countries, and the Houthi attacks in the Red Sea. While these recent disturbances have not had a material effect on the Group to date, such disturbances have severely affected Petrofac's operations in those countries in the past. If such disturbances were to occur or escalate in the countries where Petrofac operates in the future, this may have a material adverse effect on Petrofac's business, financial position and results of operations. See "*Petrofac's operations expose it to political and social instability, terrorism and acts of war or piracy, which could lead to operating disruptions or losses*" in these *Risk Factors*. In addition, most of Petrofac's MENA clients are state-controlled NOCs and should its relationship with an NOC client in the particular MENA country deteriorate, this may have a material adverse effect on Petrofac's business in such country and/or the entire MENA region. See "*Petrofac is exposed to concentration risks from its dependence on a small number of large contracts and a limited number of significant clients at any given time*" in these *Risk Factors*.

Petrofac's operations expose it to political and social instability, terrorism and acts of war or piracy, which could lead to operating disruptions or losses

Petrofac's international operations, particularly those in the MENA region, may be susceptible to political, social and economic instability and civil disturbances. Risks for operating in such areas include, but are not limited to:

- health and safety of employees;
- difficulties in collecting accounts receivable and longer collection times than usual;
- disruption to operations, including strikes, hostage, kidnap, civil actions or political interference;
- restrictions on the movement of funds or limitations on the repatriation of funds;
- compliance with anti-corruption laws;
- the imposition of sanctions by the UK government, the EU Commission, the US government or other governments, regional or international organisations;
- limited access to certain geographies for periods of time;
- exposure to expropriation;
- lack of established legal systems; and

- arbitrary or unpredictable tax rulings.

Any of the above factors could result in disruptions to Petrofac's business, increased costs, loss of capital invested, liability for liquidated damages and reduced profits and limited future growth opportunities.

Potential developments that could impact Petrofac's business include international sanctions, conflicts such as war, acts of political or economic terrorism and acts of piracy on the high seas, including recent actions by Houthi groups in the Red Sea, as well as civil unrest and local security concerns that threaten the safe operation of facilities, safety of employees and the transport of products. For example, the Group has recently commenced a new E&C project in Libya, growing its presence in a market that carries a high security risk rating, as the country remains very fragmented with a range of local, regional and tribal power centres. Additionally, the settlement of the Group's Majnoon project in Iraq has been delayed for over a year due to a change of government in Iraq, as well as a change in the Minister of Energy and the management of the Basra Oil Company. The settlement of the Lower Fars heavy oil project in Kuwait has also been delayed for several years following recurring governmental changes and the corresponding Kuwait Oil Company management changes.

If these and other such risks materialise, they could result in disruption to business activities, which may have a material adverse effect on Petrofac's business, financial position and results of operations.

Petrofac conducts its business within a strict environmental regime and may be exposed to potential liabilities and additional regulatory measures that may result in project delays and higher costs

Petrofac is subject to extensive and increasingly stringent laws and regulations relating to environmental protection in conducting the majority of its operations, including laws and regulations governing emissions into the air, discharge into waterways, and the generation, storage, handling, treatment and disposal of waste materials.

Petrofac incurs, and expects to continue to incur, increasing capital and operating costs to comply with environmental laws and regulations. The technical requirements of compliance with environmental laws and regulations are becoming increasingly expensive, complex and stringent. These laws may provide for strict liability for damage to natural resources or threats to public health and safety. Strict liability can render a party liable for environmental damage whether or not negligence or fault on the part of that party can be shown. Some environmental laws provide for joint and several strict liability for remediation of spills and releases of hazardous substances. Petrofac may also be subject to civil proceedings brought by environmental groups, local communities or other individuals, which could result in substantial claims, fines and penalties against it, as well as orders that could halt its operations.

Petrofac's business often involves working around and with volatile, toxic and hazardous substances and other highly regulated materials, the improper characterisation, handling or disposal of which could constitute violations of applicable legislation and result in criminal and civil liabilities. Environmental laws and regulations generally impose limitations and standards for certain pollutants or waste materials and require Petrofac to obtain permits and comply with various other requirements. Governmental authorities may seek to impose fines or penalties on Petrofac, or revoke or deny issuance or renewal of operating permits for failure to comply with applicable laws and regulations. Petrofac has from time to time been subject to penalties relating to environmental accidents, and Petrofac could become subject to potentially material liabilities relating to the investigation and clean-up of contaminated properties, and to claims alleging personal injury or property damage as the result of exposures to, or releases of, hazardous substances or as a result of accidents or other incidents at facilities constructed or managed by Petrofac or otherwise resulting from its operations, and its insurance may not be able to address these claims. Any such fine, penalty or liabilities relating to environmental accidents may have a material adverse effect on Petrofac's business, financial position and results of operations.

In respect of certain of the assets which Petrofac operates or has operated in the past, Petrofac may be required by local law and/or contract to dismantle and dispose (also known as decommissioning) of assets that are no longer of use, in compliance with environmental or contractual requirements. It is difficult to estimate and adequately provide for the costs involved in decommissioning an asset many years in the future, especially as environmental regulations and best practice are continually evolving. Decommissioning liabilities are subject to the accuracy of estimates of the future cost of the goods and services necessary to carry out the decommissioning and such estimates may be incorrect or otherwise underestimate the actual decommissioning costs. Petrofac may not have provided adequately for such decommissioning costs, which may have a material adverse effect on its business, financial position and results of operations.

In addition, certain of Petrofac's contracts subject it to possible claims if Petrofac fails to meet certain environmental standards, which may be more stringent than those imposed under the regulatory regime in force in the relevant country of operation or execution, and Petrofac may be required to indemnify the asset owner for any losses arising out of an environmental incident or regulatory breach. Stricter enforcement of existing laws and regulations, the introduction of new laws and regulations, the discovery of previously unknown contamination or the imposition of new or increased requirements may require Petrofac to incur additional costs, halt or delay its operations, or become the basis of new or increased liabilities that may materially reduce earnings and cash available for operations, may harm its reputation and have a material adverse effect on its business, financial position and results of operations.

Existing or future laws and regulations relating to greenhouse gas emissions and climate change may adversely affect the Group's business or result in reputational damage to the Group

Climate change continues to attract considerable public, corporate and scientific attention. As a result, numerous laws, regulations, and proposals have been enacted and more are expected at international, national, and regional levels of government to monitor and limit emissions of carbon dioxide, methane, and other greenhouse gases. These efforts have included cap-and-trade programmes, carbon taxes, greenhouse gas reporting and tracking programmes that directly limit greenhouse gas emissions from certain sources.

Such existing or future laws, regulations, and proposals concerning the release of greenhouse gases or that concern climate change (including laws, regulations and proposals that seek to mitigate the effects of climate change) may adversely impact demand for the systems and services the Group provides. For example, oil and natural gas exploration and production may decline as a result of such laws, regulations and proposals and, consequently, demand for the Group's services may also decline. In addition, demand for the Group's services would be significantly impacted by non-regulatory changes in demand for oil, natural gas, oil products and petrochemicals, including as a result of changes in consumer preferences and behaviour. Alongside these trends, in recent periods, investment and infrastructure projects related to sustainable energy have come under heightened scrutiny by government entities and the investment community, which may result in a deterioration in governmental and other support for these types of projects in the future. Such factors could also impact the Group's reputation or prospects. These factors could result in a decline in demand for the Group's services, and implementation of these or similar obligations in respect of its operations may adversely affect its financial condition or results of operations.

Moreover, there has been increased regulatory focus on environmental, social and governance ("**ESG**") related practices of investment managers. A growing interest on the part of investors and regulators in ESG factors, and increased demand for, and scrutiny of, ESG-related disclosures by asset managers has likewise increased the risk that the Group could be perceived as, or accused of, making inaccurate or misleading statements regarding the services offered to its clients or of its ESG efforts or initiatives, commonly referred to as "greenwashing". Such perceptions or accusations could damage the Group's reputation, result in litigation or regulatory enforcement actions, and adversely affect its business.

In addition, increasing concentrations of greenhouse gases in the Earth's atmosphere may lead to more extreme climate-related events that have significant physical effects, such as increased frequency and severity of storms, floods, droughts, and other extreme climatic events; if any such effects were to occur in areas where the Group operates, they could have an adverse effect on the Group's operations or the operations of its clients and/or lead to significant non-recoverable costs and losses.

Petrofac conducts its operations within a strict health and safety regime. Failure to comply with the relevant regulations could adversely affect its reputation and future results of operations

Petrofac is subject to strict health and safety regimes governing the full spectrum of its operations, across the jurisdictions where it operates, including Algeria, Libya, Oman, Iraq, UAE, Kuwait, India, Thailand, Malaysia, Brunei, Germany, the UK, Australia and the United States. Petrofac may be exposed to fines, penalties or prosecutions by governmental authorities in respect of any non-compliance with applicable regulations, which may restrict its ability to operate.

In addition, many of Petrofac's services are carried out in hazardous environments, such as development and production installations, and it both designs and constructs large industrial facilities in which a systems failure could be catastrophic. The health, safety and security risks to which Petrofac is potentially exposed cover a wide spectrum, given the geographic range, operational diversity and technical complexity of its operations. Petrofac has operations that include drilling for and producing oil and gas, working with hazardous materials, transport and shipping of hydrocarbons, and refining in difficult geographies or climate zones, as well as environmentally sensitive regions, such as maritime environments. This exposes Petrofac to the risk, amongst others, of major process safety incidents. If a major risk materialises, such as an explosion or hydrocarbon spill, this could result in injuries, loss of life, environmental harm, loss of operating licences, disruption to business activities and, depending on their cause and severity, material damage to its reputation. Petrofac may also be liable for acts and omissions of sub-contractors or joint venture or joint operation or consortium partners which cause such loss or damage. Petrofac's insurance and its contractual limitations on liability may not adequately protect it against liability for such events, including events involving pollution, or against losses resulting from business interruption. In addition, indemnities which Petrofac receives from third parties may not be easily enforced if the relevant counterparties do not have adequate resources or otherwise put their resources out of reach. Moreover, Petrofac's insurance may not be able to address any such claims. Petrofac may not be able to ensure that every contract contains adequate limitations on liabilities and any claims made under its insurance policies are likely to cause its premiums to increase. Any future damage caused by Petrofac's products or services that are not covered by insurance, are in excess of policy limits, are subject to substantial deductibles or are not limited by contractual limitations of liability may have a material adverse effect on its business, financial position and results of operations.

In addition, as part of Petrofac's management role in assisting certain clients to discharge responsibilities under production licences granted by the UK Department of Energy & Climate Change, the Group takes on full responsibility for the safe management of these offshore installations. In such cases, under the applicable offshore safety regulations, Petrofac is considered to be acting as duty holder in performing this role. It is responsible, among other matters, for preparing and updating a safety case, demonstrating that it has considered all the possible hazards that may occur on the installation, their likelihood of occurrence and how, as duty holder, it has minimised the associated risks. The applicable offshore health and safety regulations are enforced by a team of inspectors from the UK Health and Safety Executive ("**UK HSE**"). Improvement notices or prohibition notices may be filed or prosecutions may be brought against a Group entity by the UK HSE for its failure to comply with these regulations.

Furthermore, Petrofac is subject to the health and safety regimes of other jurisdictions in which it operates, such as Kuwait, Oman, UAE, Saudi Arabia, India, Algeria, Malaysia, Thailand and Libya. A health and safety prosecution could expose the Petrofac Group to fines or penalties and/or adversely affect its reputation, including, in particular, its reputation as an operator. This, in turn, may adversely affect the Petrofac's Group's ability to operate and to generate new business, which may have a material adverse effect on Petrofac's business, financial position and results of operations.

Petrofac is subject to trade controls, laws and regulations that could subject it to anti-corruption laws, legal and regulatory risks and economic sanctions programmes

Doing business on a worldwide basis requires Petrofac to comply with anti-corruption laws and regulations, such as the US Foreign Corrupt Practices Act of 1977 (the "**FCPA**") and the U.K. Bribery Act of 2010 ("**Bribery Act**"). As was the case with the outcome of the SFO Investigation into the Company, any violation of the FCPA, the Bribery Act or other applicable anti-corruption laws could result in substantial fines, sanctions, civil and/or criminal penalties and curtailment of operations in certain jurisdictions and might adversely affect Petrofac's business, results of operations or financial condition. Such investigations may also lead to difficulties winning contracts in certain jurisdictions and, following the SFO Investigation into the Company, Petrofac continues to work actively to achieve re-entry for bidding in and Iraq and for Saudi Aramco. In addition, actual or alleged violations could damage its reputation and ability to do and win business. Further, detecting, investigating and resolving actual or alleged violations is expensive and can consume significant time and attention of Petrofac's Senior Management.

As a result of its international activities, Petrofac is subject to certain laws and regulations of, concerning, or pertaining to entities, companies, individuals and in some instances the governing regimes of some countries that are, or have been, subject to economic sanctions. Further, in certain instances, Petrofac is subject to licensing requirements for exports of goods, software and technology, imposed by the United States, the European Union, the United Kingdom and other jurisdictions in which it operates, as well as the United Nations. These include, or have in the past included, Iran, Sudan and Syria. Due to such laws and regulations, it terminated its business activities in Syria and Iran in 2011 and in Sudan in 2013. Additionally, in response to Russia's invasion of Ukraine in 2022 and the ongoing war in Ukraine, the United States, United Kingdom, European Union and other countries imposed sanctions, travel bans, and asset or financial freezes against Russian entities and individuals. As a result, the Group ceased its operations on the Sakhalin Energy project and divested its control of and economic interest in the Sakhalin Technical Training Centre. The Group no longer has ongoing operations in Russia, but it has identified instances of potential administrative non-compliance that occurred during the Group's exit from its Russian activities, and notified relevant authorities, as referenced in the Group's 2023 Annual Report. Provisions in relation to potential civils fines are not material in the context of the Group. Other than as referenced in the preceding sentence, Petrofac believes that its business in such jurisdictions is in compliance with applicable economic sanctions and export controls laws and regulations. However, Petrofac cannot predict with confidence US, EU, UK, UN or other applicable enforcement policies with respect to economic sanctions and export controls, and it is possible that the relevant authorities will take a different view regarding its status or the compliance measures it has taken in respect of prior activities.

Furthermore, laws, regulations or licensing policies on economic sanctions or export controls could change in a way that could affect Petrofac's business, exports or sales in such countries or could result in restrictions, penalties or fines. In addition, changes to US, EU, UK or other applicable regulations could result in the restriction of Petrofac's ability to continue with existing business and expand into new markets or attract new clients.

The imposition of economic sanctions on individuals or entities within Petrofac may result in persons or affiliates associated with it being subject to restrictions and penalties. Non-compliance with current or future applicable laws or regulations could result in civil or criminal liability for individuals and entities within Petrofac, joint venture, joint operation or consortium partners or sub-contractors, the imposition of significant fines, the denial of export privileges, debarment from participation in government contracting, or other penalties, as well as negative publicity or reputational damage. In addition, Petrofac may generate revenue in other countries that become subject in the future to US, EU, UK or other applicable trade embargoes or sanctions which are currently not restricted, or could inadvertently conduct business with counterparties subject to such trade embargoes or sanctions. Any of the foregoing may have a material adverse effect on its business, financial position and results of operations.

Petrofac's operations are susceptible to unforeseen catastrophic events and natural disasters

Certain of Petrofac's operations are located in areas at risk from the effects of natural disasters and other potentially catastrophic events, such as earthquakes, floods, hurricanes, riots, typhoons and wars. The occurrence of any of these events may disrupt its operations and materially and adversely affect its business, financial position and results of operations.

Severe weather conditions or climatic changes, resulting in conditions such as hurricanes, typhoons, dense fog, low visibility, heavy rains, wind and waves, may force Petrofac to temporarily suspend operations. For example, hurricanes have in the past forced Petrofac to delay operations or production. Cyclones in Oman have also disrupted operations. Both the Seagreen and Hollandse Kust Zuid installations were delayed due to weather conditions in the North Sea. Additionally, flooding in Kuwait impacted the Clean Fuels Project for the Kuwait National Petroleum Company and floods in India in January 2023 affected Petrofac's operations by impeding employees' ability to travel to project sites. There can be no assurance that natural disasters will not occur and result in significant delays in project execution or major damage to important infrastructure facilities or cause significant disruption to operations, all of which may have a material adverse effect on its business, financial position and results of operations.

Risks Relating to Taxation

Changes in certain fiscal regimes, tax incentives, agreements, treaties or concessions, or the interpretation or application thereof could adversely impact Petrofac's financial position

Changes in tax laws, exemptions and concessions, or the interpretation or application thereof

Petrofac's profitability is impacted by the levels of direct and indirect taxation levied on its profits and services and on the profits and services of its clients in the locations in which it operates. Changes in tax laws or increases in the direct or indirect tax rates can adversely affect the returns that can be achieved by Petrofac and its clients and may result in a decline in profits. Some parts of the business rely on tax incentives and concessions, and withdrawal or expiry of such exemptions or concessions could have an adverse impact on the profit that can be achieved by Petrofac or its clients under the relevant contract and could, in certain cases, lead Petrofac or its clients to question the economic viability of their presence in that country. In addition, the interpretation of guidelines, rules and legislation by governmental tax authorities in the countries in which Petrofac operates may change from time to time. Petrofac's conduct of operations may not be held to be consistent with such changes in interpretation, which could require it to change aspects of its operations which may correspondingly lead to a decline in revenue and profits. Moreover, changes in tax rules or guidance or in their interpretation may have retrospective effect. Any of the above may have a material adverse effect on Petrofac's business, financial position and results of operations.

The Group also operates in multiple tax jurisdictions where uncertain tax treatments may be challenged at a later date by the relevant authorities, and Group entities are routinely subject to tax audits and assessment. The carrying amount of uncertain tax treatments recognised within the income tax payable line item of the consolidated balance sheet as at 30 June 2024 was US$50 million, held principally in respect of tax deductions previously taken, transfer pricing arrangements and ongoing tax audits. However, this is an area which requires management to exercise significant judgement as to the likelihood of an adverse outcome for the Group and estimation as to the likely outflow in the event of such a finding, which is ultimately outside of the Group's control.

Petrofac anticipates that recent or expected changes to corporate tax may impact its future tax position. Corporate income tax was introduced in the UAE for financial years starting on or after 1 June 2023. The UAE has introduced the lowest corporate income tax rate within the Gulf Cooperation Council ("**GCC**") region at a standard rate of 9 per cent. The federal corporate tax regime is applicable to Petrofac's UAE tax resident entities and branches from 1 January 2024. Furthermore, new transfer pricing regulations, largely aligned with OECD Transfer Pricing Guidelines, will apply to transactions or arrangements between related parties, both within the UAE and across borders, as of this date.

Additionally, member states of the GCC have ratified the GCC's Value Added Tax Framework Agreement ("**VATFA**"). VATFA came into force from 1 January 2018 at a standard rate of 5 per cent., although each member state of the GCC is required to enact domestic legislation. As of the date of this document, Bahrain, Oman, Saudi Arabia and the UAE have done so, but with a standard rate of VAT in Bahrain of 10 per cent. The remaining GCC member states, Kuwait and Qatar, are expected to introduce VATFA but they have not yet published domestic legislation or confirmed the list of goods and services to which it will apply. In particular, under VATFA, GCC member states have the right to subject the oil sector, petroleum derivatives and gas to a zero rate of VAT. Across the Group, indirect taxes may increase costs to Petrofac's business and, if such taxes are applied to its services directly, may affect not only the net profit from the provision of its services but also the timing of cash flows, both of which could have a material adverse effect on its business, financial position and results of operations.

Petrofac's recognition of deferred tax assets is based on judgements and assumptions. It recognises deferred tax assets on all deductible temporary differences to the extent that there are sufficient taxable temporary differences to justify the recognition of a deferred tax asset or to the extent that it is probable that future taxable profits will be available against which the deductible temporary difference will be utilised. Management is required to make judgements and assumptions regarding the interpretation of tax laws and regulations as they apply to events in the period and the amount of deferred tax that can be recognised based on the magnitude and likelihood of future taxable profits which are estimated from management assumptions with respect to the outcome of future events. Such judgements or assumptions may need to be adjusted, particularly in response to changes to, and to the interpretation of, tax law or regulation or to changes in those estimated future taxable profits in any jurisdiction in which the Group recognises deferred tax assets. A reduction in the value of any deferred tax assets could have a material adverse effect on Petrofac's financial position.

Changes in or challenges to the application or interpretation of international treaties

Petrofac's international allocation of revenue and profits, and hence its global tax profile, depend on numerous international tax treaties.

The Organisation for Economic Cooperation and Development ("**OECD**"), with the support of the G20, has developed proposals to address perceived base erosion and profit shifting. On 19 July 2013, the OECD published its Action Plan on Base Erosion and Profit Shifting (the "**BEPS Action Plan**"), which proposed 15 actions intended to counter international tax base erosion and profit shifting, including the amendment of tax rules on deductions for interest costs, controlled foreign companies, permanent establishments and transfer pricing. On 5 October 2015, the OECD published final reports, analyses and sets of recommendations for all of the 15 actions it identified as part of its BEPS Action Plan, which G20 finance ministers then endorsed during a meeting on 8 October 2015 in Lima, Peru (the "**Final Report**"). The Final Report was endorsed by G20 leaders during their annual summit on 15-16 November 2015 in Antalya, Turkey and most OECD member states are in the process of implementing various of the actions, although member states may take different approaches and apply different timetables to the implementation of the actions.

Under Action 15 of the BEPS Action Plan, OECD member states agreed to cooperate to design a multilateral instrument in order to allow countries to swiftly amend their tax treaties to implement the tax treaty-related BEPS recommendations (the "**MLI**"). In relation to some of the provisions of the MLI, there is optionality, and each state must indicate which option is, or is not, being taken. The downside of having such options is that it becomes more complicated, and taxpayers who will be making claims under treaties in the future will need to check which countries have opted into which changes, for both contracting states, to determine how any particular treaty has been changed.

In 2021, the OECD/G20 Inclusive Framework on base erosion and profit shifting published a statement updating and finalising the key components of a "two pillar" plan for global tax reform, as agreed among a number of countries across the globe. Pillar I addresses tax nexus and the allocation of profits for tax purposes. Under Pillar II, a global minimum tax at the rate of 15 per cent. would be imposed on certain companies whose revenues exceed a threshold. In December 2022, the member states of the European Union unanimously voted to adopt the OECD's minimum tax rules and phase them into national law, and in February 2023 the OECD released technical guidance on the global minimum tax which was agreed by consensus of the BEPS 2.0 (Pillars I and II) signatory jurisdictions. Under the European Union's minimum tax directive, member states are to adopt domestic legislation implementing the minimum tax rules effective for periods beginning on or after 31 December 2023, with the "under-taxed profit rule" to take effect for periods beginning on or after 31 December 2024. Legislatures in multiple countries outside the European Union have also drafted legislation to implement the OECD's minimum tax proposal. For example, the United Kingdom enacted legislation to introduce the minimum tax rules for accounting periods beginning on or after 31 December 2023 and an undertaxed profits rule which takes effect for accounting periods beginning on or after 31 December 2024. Following the publication of a joint statement with Guernsey and the Isle of Man on 19 May 2023, confirming their intention to implement the minimum tax rules and a domestic minimum tax from 2025, Jersey's States Assembly unanimously adopted legislation to implement an Income Inclusion Rule and a 15 per cent. Multinational Corporate Income Tax for in-scope entities for accounting periods beginning on or after 1 January 2025. This includes several amendments made to the lodged legislation to ensure conformity of the Income Inclusion Rule law to the OECD model rules, and to clarify issues around Multinational Corporate Income Tax loss relief. On 1 September 2024, it was announced that Bahrain would implement a 15 per cent. domestic minimum top up tax on multinational enterprises located in Bahrain, effective 1 January 2025. In addition, on 16 April 2025, the UAE Ministry of Finance issued a new Ministerial Decision implementing a domestic minimum top up tax of 15 per cent. from 1 January 2025.

A change in the application or interpretation of any relevant tax treaties, a challenge by the authorities to such application or interpretation, or a change in the international allocation of revenue and profits and hence Petrofac's global tax profile (in each case, whether pursuant to the BEPS Action Plan, the "two pillar" plan or otherwise), could have material adverse tax implications for it or may otherwise have a material adverse effect on its business, financial position and results of operations.

If the Company or certain of its affiliates were deemed to be resident for taxation purposes outside the jurisdictions in which they are currently tax resident, this could have adverse tax implications

Although Petrofac as a whole pays tax in the jurisdictions in which it operates in accordance with local regulations, certain members of Petrofac are only resident for tax purposes in certain jurisdictions. For example, the Company itself, which is the Group holding company, and certain of its subsidiaries are tax resident in Jersey. While Petrofac has no reason to believe that any authority in any other jurisdiction could successfully claim that any member of Petrofac was tax resident in that jurisdiction, there can be no assurance that such a claim will not be brought or, if brought, will not be successful. In this event, the relevant member of Petrofac could face penalties, interest and charges to taxation in respect of current and earlier years, which may have a material adverse effect on its business, financial position and results of operations. Although the Group does not expect the Delivery Unit Alignment to result in any changes to the Group's tax position or applicable tax jurisdictions, and it is taking steps to minimise any adverse tax treatment resulting from the Delivery Unit Alignment, there can be no assurance that it will be successful.

Weaknesses in the tax system and legislation, and lack of specific tax legislation governing some of Petrofac's contractual arrangements in some of the countries in which it operates, could create an uncertain environment for its business activity and could subject it to additional material tax liabilities

Petrofac operates in various jurisdictions and tax legislation that is currently in effect in some of these jurisdictions is not sophisticated or well developed and is subject to varied interpretations by the local authorities. Moreover, Petrofac's business in such jurisdictions and the contractual arrangements under which it operates may not be specifically or clearly addressed in such tax systems and the tax treatment of its arrangements may therefore not be clear. Despite Petrofac's efforts to comply with the applicable tax legislation, relevant concessions, and the terms of any negotiated or formalised agreement with the relevant tax authorities, the application of the relevant laws to all or any individual part of a contractual arrangement is at the discretion of local authorities. The selective or arbitrary application of such tax legislation, concession or negotiated agreement, or the departure from the terms of such an agreement, could complicate its tax planning and business decisions. Furthermore, such collective or arbitrary application puts its existing arrangements and structures at risk of sudden and unexpected tax audits, which may have a material adverse effect on its business, financial position and results of operations. From time to time, Petrofac is, and has been, assessed to tax in an arbitrary manner. Such assessments are appealed and defended on an appropriate and reasonable basis, and adequate provisioning is made in consultation with Petrofac's professional advisers and reviewed by its external auditors. However, such provisions may prove to be insufficient to cover any eventual liability. Additionally, although provisions are held until Petrofac has appropriate assurance that the relevant liability will not become payable, a liability may become payable even if the associated provision has been released.

Risks relating to the Shares

Shareholders should be aware that the Group's outlook and other forward-looking information included in this document may materially differ from the Group's actual operating activities and financial performance, and as a result the price of the Shares may be materially adversely affected

This document includes guidance regarding the Group's anticipated future performance. Such statements (including estimates and projections prepared by Petrofac's management with respect to its anticipated future performance) are, or may be deemed to be, "forward-looking statements" and involve elements of subjective judgement and analysis and reflect various assumptions made by the management concerning anticipated results (including the successful completion of the Balance Sheet Restructuring, implementation of the Group's strategy, commercial discussions (including variation orders and settlements) and development of the Group's operating environment), which may or may not prove to be correct.

By their nature, forward-looking statements involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future and may be beyond the Directors' or the Company's ability to control or predict. Such outlook and other forward-looking statements are not guarantees of future performance. The Group's actual operating activities, results, financial condition, dividend policy and the development of the sectors and markets in which it operates may differ materially from the impression created by the outlook and other forward-looking statements contained in this document and/or the information incorporated by reference into this document.

The outlook and other forward-looking information included in this document is illustrative and unaudited information. It has been prepared for internal scenario planning purposes and is based on a number of assumptions, many of which are outside of management control and have high levels of uncertainty attaching to them. The information is being included for information only and is not to be relied on as any indication of the future performance of Petrofac. As such, you should not place undue reliance on the outlook and the forward-looking information included in this document. None of the information contained in this document shall constitute a profit forecast or estimate and should not be relied on as such.

In addition, even if the operating activities, results, financial condition and dividend policy of the Group, and the development of the sectors and markets in which it operates, are consistent with the outlook and other forward-looking statements contained in this document and/or the information incorporated by reference into this document, those results or developments may not be indicative of results or the development of such sectors and markets in subsequent periods. Important factors that could cause these differences between the outlook set out herein and the Group's actual operational and financial performance include, but are not limited to, failure to implement the Balance Sheet Restructuring on the targeted timeframe (or at all); risks and uncertainties relating to Petrofac's business (including order intake, bidding success and client retention), successful completion of contracted work and Backlog delivery (in particular legacy Backlog and paused projects), variation orders and client settlements, maintenance of supplier relationships and the ability to source new suppliers, ability to implement strategic bidding objectives and achieve targeted organisational efficiencies, and receipts of payments from third parties; general political, economic and business conditions; banking and surety market appetite to provide performance bonds and/or payment guarantees (in particular on targeted new contracts, which the Group expects from the second half of 2025, following completion of the Balance Sheet Restructuring); the timing of receipts of payments from third parties; sector and market trends; changes in government; changes in law or regulation; stakeholder perception of the Group and/or the sectors or markets in which it operates; unforeseeable circumstances over the period; errors and uncertainties in the Group's systems utilised in preparing the outlook; and for the reasons described elsewhere in this "*Risk Factors*" section. The Group's ability to achieve the guidance set out herein is substantially dependent on its ability to achieve its strategic operational goals, objectives and targets over applicable periods. Financial restrictions arising as a result of the Balance Sheet Restructuring, including cash-flow restrictions imposed by certain key customer contracts and restrictive financing covenants, may limit the Group's ability to achieve these strategic objectives. In addition, Petrofac's financial condition and results of operations may be materially affected by factors largely or entirely outside the control of management, including whether the Restructuring Plans are sanctioned by the court. This information also reflects assumptions as to certain business decisions of the Group that have been and will be subject to change.

If the outlook and other forward-looking information in this document differ from the Group's actual operating activities, results, financial condition, dividend policy and the development of the sectors and markets in which it operates, the price of the Shares may be materially adversely affected.

Existing Shareholders will experience significant dilution in their ownership of Petrofac as a result of the issuance of New Shares pursuant to the Equity Capital Raise and the Restructuring Plans (including, specifically, the Debt Conversion) and may experience further dilution if any of the Warrants are exercised

The economic and voting interests (as a percentage of the Enlarged Share Capital) of the Group's existing Shareholders will be significantly diluted as a result of the Balance Sheet Restructuring. If the Balance Sheet Restructuring completes, it will result in 93,969,025 New Shares[1] being issued, taking into account the Share Consolidation, being approximately 97.8 per cent. of the Enlarged Share Capital of the Company. Existing Shareholders will, absent any participation in the Equity Capital Raise, hold approximately 2.2 per cent. of the Shares following completion of the Balance Sheet Restructuring.

[1] Excluding (i) the potential Equity Capital Raise Upsize; (ii) the intention to undertake the Retail Offer; (iii) any Shares issued in connection with the new management incentivisation programme following completion of the Balance Sheet Restructuring; and (iv) any Shares issued following any exercise of Warrants.

As a result of the implementation of the Balance Sheet Restructuring, a significant proportion of the Shares will be held by entities that were previously creditors of the Group. Future sales or anticipated sales of a substantial number of Shares or similar transactions conducted by these or other Shareholders could cause the price of the Company's shares to fall significantly

As a part of the Balance Sheet Restructuring, Petrofac has entered into a series of restructuring arrangements with the certain lenders, bondholders and other creditors to (among other things) convert approximately US$845 million of the Group's Existing Debt (including accrued interest) to new Shares. In addition, Existing Creditors are backstopping 22,666,028 New Shares, taking into account the Share Consolidation. It is expected that, upon completion of the Balance Sheet Restructuring (and including backstopped amounts), these creditors will, in the aggregate, hold approximately 58,525,219 of the Company's outstanding Shares, taking into account the Share Consolidation.

The issuance of New Shares is expected to have an adverse impact on the price of the Shares, in addition to the dilution previously described in "*Existing Shareholders will experience significant dilution in their ownership of Petrofac as a result of the issuance of New Shares pursuant to the Equity Capital Raise and the Restructuring Plans (including, specifically, the Debt Conversion)*". In addition, if these creditors were to sell a portion or all of their New Shares, this would be expected to have a further adverse impact on the trading price of the Shares. These creditors are not subject to a lock-up in respect of the New Shares they receive pursuant to the Balance Sheet Restructuring, and the likelihood and the timing of any such sales by these creditors cannot be predicted.

Shareholders should be aware that there may be possible volatility in the price of the Shares

The market price of the Shares could be subject to significant fluctuations due to a change in sentiment in the market regarding the Shares (or securities similar to them), including, in particular, in response to various facts and events, including any regulatory changes affecting the Group's operations, variations in the Group's operating results and/or business developments of the Group and/or its competitors. Stock markets have from time to time experienced significant price and volume fluctuations that have affected the market prices for securities and which may be unrelated to the Company's operating performance or prospects. Furthermore, the Group's operating results and prospects from time to time may be below the expectations of market analysts and investors. Any of these events could result in a decline in the market price of the Shares.

A trading market for the New Shares may not develop

Application has been made to admit the New Shares to trading on the London Stock Exchange's main market for listed securities. There can be no assurance, however, that Admission will become effective or that an active trading market in the New Shares will develop upon or following Admission. Admission is expected to occur on the Restructuring Effective Date, and there remains uncertainty as to the timing of the Restructuring Effective Date, including for the reasons described elsewhere in this "*Risk Factors*" section. If an active trading market is not developed or maintained, the liquidity and trading price of the Shares could be adversely affected.

In addition, dealings on the London Stock Exchange in the New Shares (and the Tranche 1 Warrants and the Tranche 2 Warrants) will only commence following the publication of the Company's 2024 Consolidated Financial Statements and the subsequent lifting of the trading suspension, which is expected shortly after the Restructuring Effective Date. See "*As the Group expects to publish its 2024 Consolidated Financial Statements subsequent to the Restructuring Effective Date, which is not expected to be prior to 30 April 2025, it expects the listing of the Shares to be temporarily suspended from 1 May 2025 until such time as the 2024 Consolidated Financial Statements are published*" above in this "*Risk Factors*" section.

Any future issue of Shares will further dilute the holdings of Shareholders and could adversely affect the market price of Shares

Other than pursuant to the Balance Sheet Restructuring (including any Equity Capital Raise Upsize) and the potential retail offer of approximately US$8 million (to certain UK-based retail investors only, that the

Company intends to announce following the publication of the Group's 2024 Consolidated Financial Statements) (the "**Retail Offer**"), Petrofac has no current plans for an offering of Shares, apart from possible issues in relation to certain of the Share Schemes and the exercise of the 7,175,488 Tranche 1 Warrants and 6,792,713 Tranche 2 Warrants (which each provide the holders thereof with the right to subscribe for one Share, for nil consideration to the Company, upon GBP 30-day volume-weighted average price per Share equalling US$13.455[2] (in the case of the Tranche 1 Warrants) and US$18.7875[3] (in the case of the Trance 2 Warrants).

However, it is possible that Petrofac may decide to offer additional Shares in the future either to raise capital or for other purposes. If Shareholders of Petrofac do not take up such offer of Shares or are not eligible to participate in such offering, their proportionate ownership and voting interests in Petrofac would be reduced and the percentage that their Shares would represent of the total share capital of Petrofac would be reduced accordingly. An additional offering, or significant sales of Shares by major Shareholders, could have a material adverse effect on the market price of Shares.

Shareholders outside Jersey and the United Kingdom may be disadvantaged by local securities laws and service of process requirements

The securities laws of certain jurisdictions outside Jersey and the United Kingdom may restrict the participation by, or the Company's ability to allow participation of, certain Shareholders in such jurisdictions in any future issues carried out by the Company of Shares or of other securities. In the case of a future allotment of Shares for cash, the then-existing Shareholders have certain pre-emption rights unless those rights are disapplied by a special resolution of the Shareholders at a general meeting under the Articles.

An issue of Shares not for cash or when pre-emption rights have been disapplied could dilute the interests of the then-existing Shareholders. In addition, it may not be possible for shareholders outside Jersey and the United Kingdom to effect service of process against the Company, the Group or the Directors, or to enforce the judgment of a court outside Jersey against the Company, the Group or the Directors.

Risks relating to the Warrants

There is no active trading market for the Tranche 1 Warrants and/or the Tranche 2 Warrants and a trading market may not develop

The Tranche 1 Warrants and the Tranche 2 Warrants are new securities which may not be widely distributed and for which there is currently no active trading market. If the Tranche 1 Warrants and the Tranche 2 Warrants are traded after their initial issuance, the prices at which they trade may fluctuate, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition and prospects of the Company and the Group.

Application has been made to admit the Tranche 1 Warrants and the Tranche 2 Warrants to trading on the London Stock Exchange's main market for listed securities. Admission of the Tranche 1 Warrants and the Tranche 2 Warrants which are issued on the Restructuring Effective Date is expected to occur on the Restructuring Effective Date, whilst admission to trading and listing of the remainder of the Tranche 1 Warrants and the Tranche 2 Warrants may occur on the Restructuring Effective Date or it may be after the completion of the Claims Administration and Adjudication Process (as defined below). There remains uncertainty as to the timing of the Restructuring Effective Date, including for the reasons described elsewhere in this "*Risk Factors*" section

[2] The price per Share corresponds to a post-Balance Sheet Restructuring market capitalisation of approximately US$1.3 billion (based on the expected number of Shares that will be in existence upon the occurrence of the Restructuring Effective Date, reflecting the Share Consolidation).

[3] The price per Share corresponds to a post-Balance Sheet Restructuring market capitalisation of approximately US$1.95 billion (based on the expected number of Shares that will be in existence upon the occurrence of the Restructuring Effective Date and the exercise of the Tranche 1 Warrants, reflecting the Share Consolidation).

and the Claims Administration and Adjudication Process could take up to 15 months from the Restructuring Effective Date. There can be no assurance, further, that such Admission will become effective or that an active trading market in the Tranche 1 Warrants and the Tranche 2 Warrants will develop upon or following Admission. If an active trading market is not developed or maintained, the liquidity and trading price of the Tranche 1 Warrants and the Tranche 2 Warrants could be adversely affected.

In addition, dealings on the London Stock Exchange in the Tranche 1 Warrants and the Tranche 2 Warrants which are issued on the Restructuring Effective Date (as well as the New Shares) will commence following the publication of the Company's 2024 Consolidated Financial Statements and the subsequent lifting of the trading suspension, which is expected shortly after the Restructuring Effective Date. See "*As the Group expects to publish its 2024 Consolidated Financial Statements subsequent to the Restructuring Effective Date, which is not expected to be prior to 30 April 2025, it expects the listing of the Shares to be temporarily suspended from 1 May 2025 until such time as the 2024 Consolidated Financial Statements are published*" above in this "*Risk Factors*" section.

Warrantholders should be aware of the risks attached to the exercise of the Warrants and, specifically, the risk that the applicable Threshold Price may never be achieved

Each Warrantholder will have the right to exercise their Tranche 1 Warrants and/or Tranche 2 Warrants to subscribe for fully-paid Shares of the Company for nil consideration once the trading price of the Shares in the Company reaches the applicable Threshold Price for such Warrants which as at the date of this Prospectus is US$13.455 per Share in respect of the Tranche 1 Warrants and US$18.7875 per Share in respect of the Tranche 2 Warrants (in each case taking into account the Share Consolidation), prior to the expiry of the Warrants (being, in each case, five years from the Restructuring Effective Date).

If the applicable Threshold Price is not achieved prior to the expiry of the Warrants, the Warrants would not become exercisable and will not have any residual value.

The achievement of the Threshold Price is inherently unpredictable and depends on a number of factors, some of which are outside the Company's control. For example, the deterioration of the financial condition or results of operations of the Company or the Group may substantially reduce the likelihood of the occurrence of the Threshold Price, together with external factors (including the sale of Shares by creditors who received New Shares as part of the Balance Sheet Restructuring, which would be expected to have a further adverse impact on the trading price of the Shares). Any indication that the applicable Threshold Price will not be achieved is likely to have an adverse effect on the market price of the Tranche 1 Warrants and/or the Tranche 2 Warrants.

Warrants can only be exercised when they are in certificated form

Warrants may only be exercised when they are in certificated form. A holder of uncertificated Warrants must convert such Warrants into certificated form prior to exercising its Warrants. Conversion of Warrants from uncertificated into certificated form is the sole responsibility of the relevant Warrantholder and may take 21 days or longer to complete depending on the procedures of the intermediaries via which the relevant Warrantholder holds its Warrants in Euroclear UK & International Limited.

Limited adjustment events

The number of Shares to be issued or transferred and delivered on exercise of a Warrant or the cash amount payable by the Company in case it exercises its cash alternative option in lieu of delivery or transfer of such Shares is subject to adjustment for certain corporate events as set out in the applicable terms and conditions of the Warrants. However, there is no requirement that there should be an adjustment to the number of Shares to be issued or transferred and delivered on exercise of a Warrant or the cash amount payable by the Company for every corporate or other event that may affect the value of the Shares. Events in respect of which no adjustment is made may affect the value of the Warrants differently from that of the Shares.

Independent Adviser's discretion

Under the terms and conditions of the Tranche 1 Warrants and Tranche 2 Warrants, certain calculations and determinations are due to be made by an Independent Adviser in its discretion acting in good faith. An opinion of an Independent Adviser, pursuant to the terms and conditions of the Tranche 1 Warrants and Tranche 2 Warrants shall be final and binding (in the absence of manifest error) on the Issuer, the Warrant Agent and the Warrantholders.

If any doubt shall arise as to whether an adjustment should be made or not pursuant to the terms and conditions of the Tranche 1 Warrants and Tranche 2 Warrants, a written opinion of such Independent Adviser in respect thereof shall be conclusive and binding on the Issuer, the Warrantholders and the Warrant Agent, save in the case of manifest error.

IMPORTANT INFORMATION

DISCLAIMER

Apart from the responsibilities and liabilities, if any, which may be imposed on J.P. Morgan under FSMA or the regulatory regime established thereunder: (a) J.P. Morgan do not accept any responsibility whatsoever or make any representation or warranty, express or implied, in relation to the content of this document, including its accuracy, completeness or verification or in relation to any other statement made or purported to be made by them, or on their behalf, in connection with Petrofac, the New Shares, the Tranche 1 Warrants, the Tranche 2 Warrants or the Equity Capital Raise and nothing in this document is, or shall be relied upon as, a promise or representation in this respect, whether as to the past or future; and (b) J.P. Morgan accordingly disclaim, to the fullest extent permitted by law, all and any liability whatsoever, whether arising in tort, contract or otherwise which they might otherwise have in respect of this document or any such statement.

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J.P. Morgan may, in accordance with applicable legal and regulatory provisions, engage in transactions in relation to the Shares (including New Shares), the Tranche 1 Warrants and the Tranche 2 Warrants and/or related instruments for their own account for the purpose of hedging or otherwise. Except as required by applicable law or regulation, J.P. Morgan and its affiliates do not propose to make any public disclosure in relation to such transactions.

No person has been authorised to give any information or make any representations other than those contained in this document or incorporated by reference herein and, if given or made, such information or representations must not be relied upon as having been authorised by Petrofac or by J.P. Morgan. Neither Petrofac nor J.P. Morgan take any responsibility for, or can provide assurance as to the reliability of, other information that you may be given. Subject to FSMA, the Listing Rules, the Disclosure Guidance and Transparency Rules, the Prospectus Regulation Rules and the UK Market Abuse Regulation, neither the delivery of this document nor any subscription or sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of Petrofac since the date of this document or that the information in this document is correct as at any time subsequent to its date. Without limitation, the contents of the Group's website do not form part of this document (other than the information expressly incorporated by reference in this document).

Market and Industry Information

Market data and certain industry forecasts used in this document have been sourced from third parties. The Company confirms that all third-party information contained in this document has been accurately reproduced and, so far as the Company is aware and able to ascertain from information published by that third party, no facts have been omitted that would render the reproduced information inaccurate or misleading. While the market data and industry forecasts are believed by the Company to be reliable and accurately extracted by the Company for the purposes of this document, they have not been independently verified and the Company makes no representation as to the accuracy of such information.

Where third-party information has been used in this document, the source of such information has been identified. The Company believes that the information provided by these third parties is reliable, but the accuracy and completeness of this information is not guaranteed and any related estimates or projections may be based on significant assumptions. This third-party information was not produced for the purposes of inclusion within any prospectus for a transaction of the nature contemplated herein or for securing financing of any nature.

The industry forecasts are forward-looking statements. See "Cautionary Note Regarding Forward-Looking Statements" below.

Cautionary Note Regarding Guidance and Forward-Looking Statements

This document and the information incorporated by reference into this document include guidance regarding the Group's anticipated future performance. Such statements (including estimates and projections prepared by Petrofac's management with respect to its anticipated future performance) are, or may be deemed to be, "forward-looking statements". These forward-looking statements can be identified by the use of forward-looking terminology, including the terms "believes", "estimates", "anticipates", "expects", "intends", "plans", "projects", "continue", "goal", "target", "aim", "may", "will", "would", "could" or "should" or, in each case, their negative or other variations or comparable terminology. These forward-looking statements include all matters that are not historical facts. They appear in a number of places throughout this document and the information incorporated by reference into this document and include statements regarding the intentions, beliefs or current expectations of the Directors, the Company or the Group concerning, among other things, the operating activities, results, financial condition, prospects, growth, strategies and dividend policy of the Group and the sectors and markets in which it operates.

Such forward-looking statements involve elements of subjective judgement and analysis and reflect various assumptions made by the management concerning anticipated results (including the successful completion of the Balance Sheet Restructuring, implementation of the Group's strategy commercial discussions (including variation orders and settlements) and development of the Group's operating environment), which may or may not prove to be correct. By their nature, forward-looking statements involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future and may be beyond the Directors' or the Company's ability to control or predict. Forward-looking statements are not guarantees of future performance. The Group's actual operating activities, results, financial condition, dividend policy and the development of the sectors and markets in which it operates may differ materially from the impression created by the outlook and other forward-looking statements contained in this document and/or the information incorporated by reference into this document.

The outlook and other forward-looking information included in this document is illustrative and unaudited information. It has been prepared for internal scenario planning purposes and is based on a number of assumptions, many of which are outside of management control and have high levels of uncertainty attaching to them. The forward-looking financial information of the Group has been prepared by, and is responsibility of, management, and the Group's current independent auditors, Ernst & Young LLP, have not audited, reviewed, compiled, examined nor applied agreed-upon procedures with respect to such information. Such information is being included for information only and is not to be relied on as any indication of the future performance of

Petrofac. None of the information contained in this document shall constitute a profit forecast or estimate and should not be relied on as such.

In addition, even if the operating activities, results, financial condition and dividend policy of the Group, and the development of the sectors and markets in which it operates, are consistent with the outlook and other forward-looking statements contained in this document and/or the information incorporated by reference into this document, those results or developments may not be indicative of results or the development of such sectors and markets in subsequent periods. Important factors that could cause these differences between the outlook set out herein and the Group's actual operational and financial performance include, but are not limited to, failure to implement the Balance Sheet Restructuring on the targeted timeframe (or at all); risks and uncertainties relating to Petrofac's business (including order intake, bidding success and client retention), successful completion of contracted work and Backlog delivery (in particular legacy Backlog and paused projects), variation orders and client settlements, maintenance of supplier relationships and the ability to source new suppliers, ability to implement strategic bidding objectives and achieve targeted organisational efficiencies, and receipts of payments from third parties; general political, economic and business conditions; banking and surety market appetite to provide performance bonds and/or payment guarantees (in particular on targeted new contracts, which the Group expects from the second half of 2025, following completion of the Balance Sheet Restructuring); the timing of receipts of payments from third parties; sector and market trends; changes in government; changes in law or regulation; stakeholder perception of the Group and/or the sectors or markets in which it operates; unforeseeable circumstances over the period; errors and uncertainties in the Group's systems utilised in preparing the outlook; and the reasons described in the section of this document headed "*Risk Factors*". The Group's ability to achieve the guidance set out herein is substantially dependent on its ability to achieve its strategic operational goals, objectives and targets over applicable periods. Financial restrictions arising as a result of the Balance Sheet Restructuring, including cash-flow restrictions imposed by certain key customer contracts and restrictive financing covenants, may limit the Group's ability to achieve these strategic objectives. In addition, Petrofac's financial condition and results of operations may be materially affected by factors largely or entirely outside the control of management, including whether the Restructuring Plans are sanctioned by the court. This information also reflects assumptions as to certain business decisions of the Group that have been and will be subject to change.

You are advised to read this document and the information incorporated by reference into this document in their entirety, and, in particular, the section of this document headed "*Risk Factors*", for a further discussion of the factors that could affect the Group's future performance and the sectors and markets in which it operates. In light of these risks, uncertainties and assumptions, the events described in the outlook and other forward-looking statements in this document and/or the information incorporated by reference into this document may not occur.

Other than in accordance with their legal or regulatory obligations (including under the Listing Rules, the Disclosure Guidance and Transparency Rules, the Prospectus Regulation Rules and MAR), neither the Company nor J.P. Morgan undertake any obligation to update or revise publicly any forward-looking statement, whether as a result of new information, future events or otherwise.

The statements above relating to guidance and forward-looking statements should not be construed as a qualification on the Company's working capital statement in paragraph 15 of Part VII (*Additional Information*) of this document.

Presentation of Financial Information

Prospective investors should consult their own professional advisers to gain an understanding of the financial information contained in this document. An overview of the basis for presentation of financial information is set out below.

The consolidated historical financial information of the Company and its subsidiary undertakings and, where the context requires, its associated undertakings from time to time (the "**Group**") as at and for the years ended 31 December 2023 (the "**2023 Consolidated Financial Statements**"), 31 December 2022 (the "**2022 Consolidated Financial Statements**") and 31 December 2021 (the "**2021 Consolidated Financial Statements**") and the Group's unaudited consolidated financial information as at and for the six months ended 30 June 2024 (and comparative financial information as at and for the six months ended 30 June 2023) (the "**2024 Interim Consolidated Financial Statements**" and together with the 2023 Consolidated Financial Statements, the 2022 Consolidated Financial Statements and the 2021 Consolidated Financial Statements, the "**Historical Financial Information**") incorporated by reference into this document, has been prepared in accordance with International Financial Reporting Standards ("**IFRS**") and applicable requirements of Jersey law.

The 2024 Interim Consolidated Financial Statements are unaudited and have not been subject to review by Ernst & Young LLP, the Company's external auditors. The Directors performed a robust going concern assessment in preparing the 2024 Interim Consolidated Financial Statements, which has taken into account the Group's liquidity position and a range of severe but plausible downside scenarios, which are described in note 2.4 to the 2024 Interim Consolidated Financial Statements. Based on this comprehensive assessment, the Directors concluded that the continued use of the going concern basis of accounting was appropriate in preparing the 2024 Interim Consolidated Financial Statements. However, in their assessment, the Directors noted four material uncertainties related to the going concern. These were the ability of the Group to maintain sufficient liquidity prior to the implementation of the Balance Sheet Restructuring, the successful implementation of the Balance Sheet Restructuring on terms consistent with those proposed as at the date thereof, the ability to secure a limited number of performance guarantees on normal commercial terms following the Balance Sheet Restructuring and the ongoing reliance on the timely receipt of a small number of relatively high-value collections from clients. See note 2.4 to the Group's 2024 Interim Consolidated Financial Statements.

As fully described in the paragraph entitled "*Audit opinion for the year ended 31 December 2023*" below, Ernst & Young LLP did not express an opinion on the Group's 2023 Consolidated Financial Statements as they were not able to obtain sufficient appropriate audit evidence, as at the date given, "that a successful restructuring is achievable in the necessary timeframe in order to maintain liquidity, in conjunction with securing future performance guarantees and advance payment guarantees, and as to whether there is a realistic alternative to liquidation or cessation of operations in order to provide a basis for us to issue an audit opinion on these financial statements". Notwithstanding this disclaimer of opinion, the Group's 2023 Consolidated Financial Statements still satisfy the requirements of the Disclosure Guidance and Transparency Rules with respect to the Company's obligation to publish audited financial statements and the requirements of the Prospectus Regulation Rules to include audited historical financial information in this prospectus.

The audit report on the 2022 Consolidated Financial Statements was unqualified but contains an emphasis of matter paragraph highlighting material uncertainty related to going concern which does not modify the conclusion on the 2022 Consolidated Financial Statements and draws attention to note 2.5 in the 2022 Consolidated Financial Statements that describes the Group's short-term reliance on a small number of material collections relating to the closing out of historical contracts, settlements and advance payments from new awards which are not wholly within the control of management. As stated in note 2.5, these events or conditions indicate that a material uncertainty exists that may cast significant doubt on the Group's and parent company's ability to continue as a going concern.

The audit report on the 2021 Consolidated Financial Statements was unqualified.

The Historical Financial Information contained in this document has been presented in accordance with the requirements of the Prospectus Regulation Rules and the Listing Rules.

The Group's 2023 Consolidated Financial Statements, 2022 Consolidated Financial Statements and 2021 Consolidated Financial Statements, together with the audit reports thereon, form part of this document and are incorporated by reference into this document from the Group's 2023 Annual Report and Accounts, 2022 Annual Report and Accounts and 2021 Annual Report and Accounts, respectively. The Group's 2024 Interim Consolidated Financial Statements form part of this document and are incorporated by reference into this document from the Group's 2024 Interim Statement. The 2024 Interim Consolidated Financial Statements are unaudited and have not been subject to review by the Company's external auditors.

Where information has been extracted from the Group's Historical Financial Information as at and for the years ended 31 December 2023, 2022 and 2021, the information is audited unless otherwise stated. Where information has been extracted from the Group's Historical Financial Information as at and for the six months ended 30 June 2024 and 2023, the information is unaudited.

Audit opinion for the year ended 31 December 2023

As fully described in the paragraph entitled "Basis for disclaimer of opinion" of the independent auditor's report for the 2023 Consolidated Financial Statements, which report is incorporated by reference into and forms part of this document, Ernst & Young LLP did not express an opinion on the Group's 2023 Consolidated Financial Statements as they were not able to obtain sufficient appropriate audit evidence, as at the date given, in relation to management's evaluation of the Group as a going concern.

Although the 2023 Consolidated Financial Statements are prepared on the basis that the Group will continue as a going concern, the Directors had at the time of the publication of the 2023 Consolidated Financial Statements identified a number of material uncertainties with respect to this judgment, as detailed in note 2.5 to the 2023 Consolidated Financial Statements. These uncertainties prevented the auditors from obtaining sufficient appropriate audit evidence, as at the date of the audit report for the 2023 Consolidated Financial Statements, "that a successful restructuring is achievable in the necessary timeframe in order to maintain liquidity, in conjunction with securing future performance guarantees and advance payment guarantees, and as to whether there is a realistic alternative to liquidation or cessation of operations in order to provide a basis for us to issue an audit opinion on these financial statements". Readers are cautioned to read in full the independent auditor's report on the 2023 Consolidated Financial Statements reproduced herein in Part III (*Financial Statements*).

Ernst & Young LLP has not undertaken any assurance work subsequent to the date of the independent auditor's report on the 2023 Consolidated Financial Statements.

The Directors believe that the Group's progress in finalising its plan for the Balance Sheet Restructuring subsequent to the publication of the 2023 Consolidated Financial Statements supports the Directors' decision to adopt the going concern basis of preparation for the 2023 Consolidated Financial Statements. Additionally, the Directors concluded that the continued use of the going concern basis of accounting was appropriate in preparing the 2024 Interim Consolidated Financial Statements. In their assessment, the Directors noted four material uncertainties related to the going concern, which are described in note 2.4 to the 2024 Interim Consolidated Financial Statements.

See "*Following completion of the Balance Sheet Restructuring, the Group may continue to face material risks to its liquidity in the coming years, in particular arising from failure to collect anticipated customer collections in a timely manner or to secure Guarantees*" in the "*Risk Factors*" section of this document.

Alternative Performance Measures

The Group has included in this document alternative performance measures ("**APMs**") of its financial performance, financial position and cash flows that are not required by, or presented in accordance with, IFRS. These APMs include Business Performance EBIT and EBITDA, Business Performance Net Profit/(Loss) for the Period Attributable to Petrofac Limited Shareholders, Business Performance Basic Earnings per Share

Attributable to Petrofac Limited Shareholders, Free Cash Flow and Cash Conversion. The Group considers that these APMs, which are not a substitute for or superior to IFRS measures, provide stakeholders with additional useful information by adjusting for certain reported items which impact upon IFRS measures or, by defining new measures, to aid the understanding of the Group's financial performance, financial position and cash flows.

Summaries and definitions of these APMs, applicable reconciliations to the closest equivalent IFRS measure, a description of the relevant adjustments to reconcile to the Group's primary financial statements and the rationale for adjustments are included in the Historical Financial Information which has been incorporated by reference in this document in the following locations:

- 2024 Interim Statement: page 38 to 43.
- 2023 Annual Report and Accounts: Appendix A to the 2023 Consolidated Financial Statements, pages 209 to 213, inclusive.
- 2022 Annual Report and Accounts: Appendix A to the 2022 Consolidated Financial Statements, pages 235 to 240, inclusive.
- 2021 Annual Report and Accounts: Appendix A to the 2021 Consolidated Financial Statements, pages 203 to 208, inclusive.

In addition, this document also presents the Group's Backlog as at stated period-end dates. "**Backlog**" represents the estimated revenue attributable to the uncompleted portion of lump-sum EPC contracts and variation orders plus, with regard to Asset Solutions and IES contracts, the estimated revenue attributable to the lesser of the remaining term of the contract and five years. Backlog is not booked on IES's PSC contracts where Petrofac is entitled to a share of production. The value of a contract in a currency other than US Dollars is booked at the applicable month-end exchange rate of the month in which the award is made and is revalued each month at the prevailing month-end exchange rate. Backlog is a measure of the Group's potential future revenue, and represents an estimate of a significant portion of anticipated future revenue. Petrofac's Senior Management and Directors accordingly consider Backlog to be one of the Group's key performance indicators. Backlog information represents forward-looking statements. Completion of projects at the value reflected in the Backlog is subject to a number of assumptions, risks and estimates, as well as the receipt of required governmental consents, permits, and regulatory clearances, which are the responsibility of the project owner and may be outside the Group's control. There can be no assurance that all or any of the revenue anticipated in Petrofac's Backlog will be realised in the timeframe expected or at all, or will result in profits. See "*Risk Factors—Risks relating to Petrofac's Business – The Group may not realise revenue on its current Backlog due to client order reductions, cancellations or acceptance delays, or client insolvency or default, which may negatively impact its financial results*".

Pro Forma Financial Information

In this document, any reference to "pro forma" financial information is to information which has been extracted without material adjustment from the unaudited pro forma financial information contained in Part V (*Unaudited Pro Forma Financial Information*) of this document. The unaudited pro forma financial information contained in that section is intended to show how the Balance Sheet Restructuring might have affected the net assets of Petrofac as at 30 June 2024, if the Balance Sheet Restructuring had taken place on 30 June 2024, and the results of operations of Petrofac for the six months ended 30 June 2024, if the Balance Sheet Restructuring had taken place on 1 January 2024.

There is a risk that the Balance Sheet Restructuring may not be implemented (see "*Risk Factors—If Group is unable to implement the Balance Sheet Restructuring it expects the Ad Hoc Group and Bank Lenders to terminate the Lock-Up Agreement and cease forbearance arrangements and waivers of default in respect of the*

Primary Bank Debt Facility Agreements and the Notes, following which the Company would likely enter into administration or liquidation proceedings”). The unaudited pro forma statement of net assets has been prepared on basis that the Balance Sheet Restructuring is implemented, and it would be materially different if prepared on the basis that the Balance Sheet Restructuring is not implemented.

The unaudited pro forma financial information is for illustrative purposes only. Because of its nature, the unaudited pro forma financial information addresses a hypothetical situation and, therefore, does not represent the Company’s financial position. The unaudited pro forma financial information has not been prepared, and shall not be construed as prepared, in accordance with Article 11 of Regulation S-X under the Securities Act. In addition, the unaudited pro forma financial information does not purport to represent what Petrofac Limited’s financial position or results actually would have been if the Balance Sheet Restructuring had been completed on the date indicated, nor does it purport to represent the results of operations or financial condition at any future date. Future results of operations may differ materially from those presented in the unaudited pro forma financial information due to various factors, including the factors described under “*Risk Factors*”.

Currencies

In this document and the information incorporated by reference into this document, references to “**US$**”, “**dollars**” or “**US Dollars**” are to the lawful currency of the United States, and all references to “**GBP**”, “**£**” or “**pounds**” are to the lawful currency of the United Kingdom.

Rounding

Percentages and certain amounts in this document, including financial, statistical and operational information, have been rounded. As a result, the figures shown as totals may not be the precise sum of the figures that precede them.

Definitions

Certain terms used in this document, including capitalised terms and certain technical terms, are defined and explained in the section of this document headed “Definitions”. Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.

Website

The contents of the Company’s website or of any website accessible via hyperlinks from the Company’s website are not incorporated into, and do not form part of, this document and investors should not rely on them, without prejudice to the documents incorporated by reference into this document which will be made available on the Company’s website (http://www.petrofac.com).

Enforcement of Civil Liabilities

The ability of persons who have registered addresses outside Jersey, or who are citizens of or resident or located in countries other than Jersey (each an “**Overseas Person**”) to bring an action against the Company may be limited under law. The Company is a public limited company incorporated in Jersey. The rights of holders of the Shares are governed by Jersey law and the rights of holders of the Shares, the Tranche 1 Warrants and the Tranche 2 Warrants are governed by the Articles. These rights differ from the rights of shareholders in typical US corporations and some other non-UK corporations.

Recognition and enforcement in Jersey by a Jersey court of a final and conclusive foreign judgment under which a sum of money is payable may be limited or conditional, in particular:

- enforcement may be limited by bankruptcy, insolvency, liquidation, dissolution, re-organisation or other laws of general application, including their provisions relating to mandatory set-off, relating to or affecting the rights of creditors;
- enforcement may be limited by general principles broadly corresponding to those of equity under English law, for example, remedies such as specific performance or injunction are discretionary and may not be available where damages are considered to be an adequate remedy;
- claims may be or become barred by prescription or limitation of actions, or subject to the general doctrine of estoppel or waiver in relation to representations, acts or omissions of any relevant party, or subject to defences of set-off or counter-claim;
- provisions of a contract or agreement that provide that terms found to be illegal, invalid or unenforceable may be severed from its remaining terms, may not be enforced;
- provisions of a contract or agreement will not be enforced to the extent that they would be illegal or contrary to public policy in Jersey or, if obligations are to be performed in a jurisdiction outside Jersey or in a currency other than that of Jersey, to the extent that such performance would be illegal or invalid or contrary to the exchange control regulations under the laws of, or contrary to public policy in, that jurisdiction or the laws or public policy applicable to that currency;
- provisions of a contract or agreement may not be enforced to the extent that they would conflict with or breach economic or other sanctions imposed by any treaty, law, order, or regulation applicable to Jersey;
- the enforcement of the obligations of the parties a contract or agreement may be limited by the provisions of Jersey law applicable to agreements or contracts held to have been frustrated by events happening after the relevant agreement or contract was entered into;
- provisions of a contract or agreement that constitute, or purport to constitute, a restriction on the exercise of any statutory right or power, for example a company's power to alter its memorandum or articles of association, may not be enforced;
- enforceability of obligations may be invalidated by reason of bad faith, fraud, coercion, duress, misrepresentation, mistake or undue influence;
- a person who is not a party to a contract or agreement may not be able to enforce any provision of a contract or agreement that is expressed or intended to be for the benefit of that person;
- provisions of a contract or agreement purporting to provide for a certain payment to be made in the event of breach of any term of a contract or agreement would not be enforceable to the extent that they were a penalty that was excessive. For example, provisions for default interest to be paid on overdue amounts may amount to such an excessive penalty under Jersey law and such interest therefore may not be recoverable or may be reduced; and
- provisions of a contract or agreement: (i) for the payment or reimbursement of, or indemnity against, the costs and expenses of enforcement (actual or contemplated) or of litigation brought before a Jersey or foreign court or where the court has itself made an order for costs; (ii) that would involve the enforcement of foreign revenue or penal or other public laws; or (iii) that purports to exclude the jurisdiction of any courts, may not be enforced.

An Overseas Person may not be able to enforce a judgment against some or all of the Directors and the executive officers. Consequently, it may not be possible for an Overseas Person to effect service of process upon the Directors and the executive officers within the Overseas Person's country of residence or to enforce against the Directors and the executive officers judgments of courts of the Overseas Person's country of residence based on civil liabilities under that country's securities laws. There can be no assurance that an Overseas Person will be able to enforce any judgments in civil and commercial matters or any judgments under the securities laws of countries other than Jersey against the Directors or the executive officers who are residents of Jersey or countries other than those in which judgment is made. In addition, Jersey or other courts may not impose civil liability on the Directors or the executive officers in any original action based solely on the foreign securities laws brought against the Company or the Directors in a court of competent jurisdiction in Jersey or other countries.

BALANCE SHEET RESTRUCTURING STATISTICS

Number of Shares in issue on 23 April 2025[1]	528,874,000
Number of Shares in issue prior to implementation of the Balance Sheet Restructuring taking into account the Share Consolidation	2,115,496
Number of New Debt Conversion Shares to be issued by the Company pursuant to the Debt Conversion[2]	16,821,002
Number of New Equity Capital Raise Shares to be issued by the Company pursuant to the Equity Capital Raise[2]	53,858,087
Aggregate number of New Shares to be issued by the Company pursuant to the Balance Sheet Restructuring[2] [3]	93,969,025
Enlarged Share Capital immediately following completion of the Balance Sheet Restructuring[2] [3] [4]	96,120,011
New Shares as a percentage of Enlarged Share Capital immediately following completion of the Balance Sheet Restructuring[2][3]	97.8%
Issue price for New Equity Capital Raise Shares issued in the Equity Capital Raise[2]	US$4.14 (approximately £3.09)
Discount of the issue price to the Closing Price[2] on the Reference Date	83.9%
Post-Balance Sheet Restructuring total gross debt (at face value, including New Money)	US$287 million (£215 million)

Notes:

(1) Being the latest practicable date prior to the date of this document, prior to the Share Consolidation.

(2) Taking into account the Share Consolidation.

(3) The Company may issue up to an additional 7,322,524 Shares, taking into account the Share Consolidation, pursuant to the Equity Capital Raise Upsize and in connection with the settlement and/or compromise of historical claims and contingent liabilities, resulting in a total of up to 101,291,549 Shares being issued. Also excluding (i) the intention to undertake the Retail Offer; (ii) any Shares issued in connection with the new management incentivisation programme following completion of the Balance Sheet Restructuring; and (v) any Shares issued following any exercise of Warrants

(4) Assuming that no Shares are issued pursuant to options exercised under any of the Share Schemes between the date of this document and Admission becoming effective. If the Equity Capital Raise Upsize is implemented in full, this will result in the issuance of an additional 7,322,524 Shares, resulting in a total of 101,291,549 Shares being issued, in each case taking into account the Share Consolidation.

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Each of the times and dates in the table below are references to London time, indicative only and may be subject to change.

Entry into of the Lock-Up Agreement	22 December 2024
Entry into of the Commitment Letters	22 December 2024
Announcement of Balance Sheet Restructuring	22 December 2024
Bondholder Consent Solicitation launches	23 December 2024
Practice Statement Letter issued in respect of the Restructuring Plans	24 December 2024
Bondholder Consent Solicitation expires	5:00 p.m., New York time, on 10 January 2025
Supplemental Practice Statement Letter issued in respect of the Restructuring Plans	21 February 2025
Second Supplemental Practice Statement Letter issued in respect of the Restructuring Plans	12 March 2025
Third Supplemental Practice Statement Letter issued in respect of the Restructuring Plans	19 March 2025
Convening Hearing for the Restructuring Plans	20 March 2025
Publication of the Circular and the Resolutions	11 April 2025
General Meeting to vote on the Resolutions	28 April 2025
Announcement of result of the Resolutions on the Company's website	28 April 2025
Sanction Hearing for the Restructuring Plans ("D")	30 April – 2 May 2025
Suspension of dealings in Existing Shares on the London Stock Exchange	from 7:30 a.m. on 1 May 2025
Expected Restructuring Effective Date[iii]	expected to be no earlier than early- to mid-June 2025
Admission	Restructuring Effective Date
Consolidated Shares credited to CREST stock accounts and / or dispatch of definitive share certificates in respect of Existing Shares in certificated form	as soon as practicable after the Restructuring Effective Date
New Shares credited to CREST stock accounts and / or dispatch of definitive share certificates in respect of the New Shares in certificated form	as soon as practicable after the Restructuring Effective Date
Dispatch of cheques in respect of fractional entitlements to Consolidated Shares	as soon as practicable after the Restructuring Effective Date
Commencement of dealings in Consolidated Shares (including the New Shares), the Tranche 1 Warrants and the Tranche 2 Warrants on the London Stock Exchange	shortly following publication of the 2024 Consolidated Financial Statements

General Notes:

(i) The times and dates set out in the expected timetable above and mentioned throughout this document may be adjusted by the Company by announcement through a Regulatory Information Service, in which event details of the new dates will also be notified to the Financial Conduct Authority, the London Stock Exchange and, where appropriate, Shareholders (in its sole discretion), in which event the Company shall make an announcement of the new times and dates.

(ii) References to times in this document are to London times unless otherwise stated.

(iii) Shareholders should note that each of the convening order and any sanction order issued by the court in respect of the Restructuring Plans may be subject to appeal, typically within 21 days of the order being received (though this period may be shortened by the Court). An application for permission to appeal was lodged against the convening order and the court of appeal granted such permission on 17 April 2025. The Plan Companies are requesting that appeal is heard on an expedited basis in late May or early June. Once the appeal has concluded, and provided no further leave to appeal has been granted, the parties may proceed to implementation of the Balance Sheet Restructuring, with the expectation in this scenario being that the Balance Sheet Restructuring will be completed and the Restructuring Effective Date would occur reasonably soon thereafter although not earlier than early- to mid-June 2025. If further appeals were to be granted, it is expected that the period between the sanction order being received and the Restructuring Effective Date may be significantly longer.

Accordingly, while indicative dates are provided in respect of events occurring following the Sanction Hearing in the remainder of this document, such dates remain subject to change. The Company expects to communicate any changes to the timetable (following the publication of this document) through a Regulatory Information Service.

DIRECTORS, COMPANY SECRETARY, REGISTERED OFFICE AND ADVISERS

Directors	René Médori – Chair Tareq Kawash – Group Chief Executive Afonso Reis e Sousa – Chief Financial Officer Matthias Bichsel – Senior Independent Director David Davies – Non-Executive Director Aidan de Brunner – Non-Executive Director
Company Secretary	Ocorian Secretaries (Jersey) Limited
Registered Office of the Company	26 New Street St Helier Jersey JE2 3RA
Sponsor	J.P. Morgan Securities plc 25 Bank Street, Canary Wharf, London E14 5JP
Financial Adviser in respect of the Restructuring Plans and the Debt Raise	Moelis & Company 10 Condor House, St. Paul's Churchyard, London EC4M 8AL
Legal Advisers (English and United States Law) to Company	Linklaters LLP One Silk Street London EC2Y 8HQ
Legal Advisers (Jersey Law) to Company	Carey Olsen Jersey LLP 47 Esplanade St Helier Jersey JE1 0BD
Legal Advisers (English and United States Law) to Sponsor	Clifford Chance LLP 10 Upper Bank Street London E14 5JJ
Auditor to the Company and Joint Reporting Accountant	Ernst & Young LLP 1 More London Place London SE1 2AF
Joint Reporting Accountant	PricewaterhouseCoopers LLP 1 Embankment Place London WC2N 6RH

Registrar	Equiniti (Jersey) Limited 26 New Street St Helier Jersey JE2 3RA

PART I – INFORMATION ON THE BALANCE SHEET RESTRUCTURING

The Directors believe that the Balance Sheet Restructuring is critical to deleverage and strengthen the Group's balance sheet and liquidity position, as well as to deliver a sustainable capital structure that will allow the Group to meet future guarantee requirements and deliver its strategy.

The Balance Sheet Restructuring provides a comprehensive solution that involves support from the Group's various stakeholders and aims to: (i) protect existing Backlog contracts; (ii) protect the Group from exposure on the Thai Oil Clean Fuels Project and certain other historical claims and contingent liabilities; (iii) support access to future guarantees; (iv) reduce the Group's gross indebtedness; (v) restore the Group to a positive net equity position; (vi) allow for the normalisation of the Group's working capital; (vii) improve the Group's liquidity; (viii) reduce the Group's interest costs; and (ix) rationalise the Group along operational lines. The Group expects the Balance Sheet Restructuring to provide a foundation for significant growth in the coming years, as summarised in Part II (*Business Overview*), under the heading "*Deliver on medium-term financial ambition—Outlook*".[4]

Each component of the Balance Sheet Restructuring is interconditional with the other Balance Sheet Restructuring steps, as summarised below. As a result, if any component of the Balance Sheet Restructuring is not completed, the Balance Sheet Restructuring as a whole will not be implemented and no individual component will be effective, including the proceeds of the Equity Capital Raise or Debt Raise or amendments to customer or Guarantee arrangements. The terms of key components of the Balance Sheet Restructuring are summarised below.

The equity allocation at the Restructuring Effective Date is summarised in the table below.[1]

Stakeholder	Equity allocation
Funded Creditors (New Money providers)	45.2%
Funded Creditors (Debt Conversion)	17.5%
New Financial Investor	11.2%
Equity Placees	23.0%
Current Shareholders	2.2%
TO Creditors	0.8%

Note:

(1) Figures set out above and elsewhere in this document do not reflect the dilutive effect of the following Share issuances related to the Balance Sheet Restructuring and referenced herein, certain of which may occur as early as the Restructuring Effective Date: (i) further Shares issued in connection with the settlement and/or compromise of historical claims and contingent liabilities; (ii) the potential Equity Capital Raise Upsize; (iii) the potential Retail Offer; (iv) any Shares issued in connection with the new management incentivisation programme following completion of the Balance Sheet Restructuring; and (v) any Shares issued following any exercise of Warrants.

[4] The Directors have reached this view based on a number of assumptions regarding the Group's operational and financial performance in the coming years, as well as the broader commercial environment in which it operates, significant elements of which are beyond the Group's control. See "*Following completion of the Balance Sheet Restructuring, the Group may continue to face material risks to its liquidity in the coming years, in particular arising from failure to collect anticipated customer collections in a timely manner or to secure Guarantees*" in the "*Risk Factors*" section of this document.

New Money

Pursuant to commitment agreements entered into with the relevant parties, the Group has secured new equity and debt commitments as set out below (the "**New Money**").

<u>*New Equity Capital Raise*</u>

US$218.75 million of commitments to subscribe for New Shares:

- US$93.75 million backstopped by the Backstop Providers, in exchange for 23.6 per cent. of the post-Balance Sheet Restructuring share capital of the Company (before accounting for any fees paid as New Shares);
- US$37.50 million committed by the New Financial Investor, in exchange for 9.4 per cent. of the post-Balance Sheet Restructuring share capital of the Company (before accounting for any fees paid as New Shares); and
- at least US$87.50 million to be subscribed for by certain existing shareholders, including Directors of the Company, and new investors (together, the "**Equity Placees**") in exchange for 23.0 per cent. of the post-Balance Sheet Restructuring share capital of the Company (together, the "**Equity Capital Raise**").

In aggregate, taken together with the New Shares to be issued (i) in connection with the debt-for-equity swap (see "*Debt Restructuring*" below), (ii) to Funded Creditors that subscribe for the New Money Notes (see "*New Money Notes*" below), (iii) in respect of the backstop fees (see "*Lock-Up Agreement and other commitment agreements*" below) and (iv) in respect of fees for the above, 93,969,025 New Shares are expected to be issued on the Restructuring Effective Date, taking into account the Share Consolidation. This would be a significant increase in the issued ordinary share capital of the Company, the New Shares representing 97.8 per cent. of the Company's Enlarged Share Capital (immediately following the Balance Sheet Restructuring) and consequently existing holders of the Shares will experience material dilution.

In addition, the Company may also issue, between the date hereof and the Restructuring Effective Date, up to an additional 7,322,524 Shares, taking into account the Share Consolidation, to raise up to an additional US$30 million in connection with (i) any election by certain creditors to provide new equity funding (capped at an aggregate amount of US$25 million) and (ii) additional demand from third-party investors, in particular from a third-party investor who has indicated a willingness to provide an equity investment of US$5 million (capped at an aggregate amount of US$5 million) (together, the "**Equity Capital Raise Upsize**").

As consideration for backstopping their portion of the New Money, the Backstop Providers will receive the backstop fees, paid in part by the issuance of New Shares (as described further below in "*Lock-Up Agreement and other commitment agreements*").

All Funded Creditors (and certain other existing secured guarantee providers) will be entitled to participate in the backstopped Equity Capital Raise, provided they also participate in the New Money Notes on a fixed ratio of 50/50 between New Money Notes and New Equity Capital Raise Shares (see "*New Money Notes*" and "*Lock-Up Agreement and other commitment agreements*").

Additionally, certain existing shareholders (who are not directors of the Company) who have committed in aggregate US$35 million to subscribe for New Shares as part of the Equity Capital Raise (the "**Existing Shareholder Investors**"), will be issued Warrants over Shares, in connection with the Equity Capital Raise (see "*Warrants*" below).

The commitment letters entered into between the Company and the Equity Placees are conditional on the admission of the New Shares to listing on the equity shares (commercial companies) segment of the Official List maintained by the FCA and to trading on the London Stock Exchange's main market for listed securities becoming effective by no later than 31 July 2025, or such later date as the Equity Placees may agree with the Company.

New Money Notes

US$131.25 million (after deducting the original issue discount ("**OID**") and the backstop fees) of debt funding in the form of new super senior secured notes (the "**New Money Notes**"), with US$93.75 million backstopped by the Ad Hoc Group and the Additional Noteholders and US$37.50 million committed by the New Financial Investor.

As consideration for backstopping their portion of the New Money, the Backstop Providers will receive the backstop fees, paid in part by the issuance of additional New Money Notes, as described further below in "*Lock-Up Agreement and other commitment agreements*" below.

As noted above, all Funded Creditors (and certain other existing secured guarantee providers) will be entitled to participate in the backstopped New Money Notes.

The New Notes (being the New Money Notes together with the Reinstated Notes (as defined in "*Debt Restructuring—Reinstated Notes*" below) and the CBG Providers New Notes (as defined in "*Revised Guarantee Structure*" below)) will be issued by a newly incorporated subsidiary that will become the holding company of the Group's Asset Solutions division. For a summary of the key terms of the New Notes, see paragraph 11.9 "New Indenture and New Notes" in Part VII.

Funded Creditors that subscribe for the New Money Notes will also receive New Shares constituting 14.2 per cent. of the post-Balance Sheet Restructuring share capital of the Company as additional consideration for their New Money investment.

Debt Restructuring

Debt-for-equity swap

Approximately US$845 million of outstanding debt under the Company's revolving credit and term loan facilities and its senior secured notes (the "**Funded Debt**") will be converted into New Shares as follows: (i) US$833 million of Funded Debt will be converted into New Shares constituting 17.5 per cent. of the post-Balance Sheet Restructuring share capital of the Company; and (ii) an incremental US$12 million of Funded Debt will be converted into New Shares, which will form part of the New Shares received by creditors for their subscription for New Money Notes.

Reinstated Notes

Funded Creditors who participate in the New Money Notes will receive, for every US$1 of participation, reinstatement of US$0.68 of their Funded Debt as super senior secured notes (the "**Reinstated Notes**" and, together with the New Money Notes and the CBG Providers New Notes, the "**New Notes**").

Revised Guarantee Structure

As set out in the Group's announcement of 23 December 2024, it was anticipated that the Balance Sheet Restructuring would require the Group to procure new guarantee facilities of US$72 million in respect of an E&C Project and €50 million for an ETP Project, in order to secure the release of cash collateral held and facilitate entry into a new guarantee arrangement (and/or the agreement of alternative arrangements with the customer) in respect of a suspended contract, which is a condition of the Balance Sheet Restructuring.

In consultation with the New Financial Investor and the Ad Hoc Group, the Group has developed an alternative structure to facilitate the release of cash collateral currently held in respect of these two projects and the procurement of adequate guarantee for the suspended contract (the "**Revised Guarantee Structure**"). Under the terms of the Revised Guarantee Structure, limited recourse secured notes (the "**CBG Notes**") will be issued by an orphan special purpose vehicle (i.e., not controlled by the Group) (the "**CBG Notes Issuer**"), on the following terms:

- US$80 million principal (subject to a potential upsize of up to US$15 million);
- coupon of three-month Term SOFR at the prevailing rate plus 7 per cent. per annum, payable in cash on a quarterly basis; and
- maturing on 31 March 2028 (extendable by one year, subject to payment of a 7 per cent. extension fee).

The subscribers to the CBG Notes will also receive certain fees for their participation in the CBG Notes, including US$19.57 million of New Notes (the "**CBG Providers New Notes**").

In addition, certain of the providers of the CBG Notes will receive: (i) a fee of US$1.25 million (in aggregate), payable in cash on the Restructuring Effective Date; and, (ii) a "contingent value right" instrument, pursuant to which the Company will make a payment in cash of approximately US$9.74 million (in aggregate) to the holders thereof upon the Company's GBP 30-day volume-weighted average price per Share equalling US$0.07515[5], subject to adjustment to account for any split, sub-division, consolidation or redesignation of Shares (including the Share Consolidation) and subject to reduction for the amount of all dividends, distributions and repayments of capital per Share.

It is expected that the CBG Notes proceeds will be used as security to support a guarantee facility (or similar arrangements) to be entered into by the CBG Notes Issuer and facilitate the release approximately US$30 million of cash collateral currently held by the E&C project guarantee provider and approximately €50 million of cash collateral currently held by the ETP project guarantee provider, (with further collateral expected to be released in the event of any upsize of the CBG Notes) which can then be used to cash collateralise the performance guarantees required in respect of the suspended contract on a cash-collateralised basis, satisfying the relevant condition to the Balance Sheet Restructuring.

The Company (or another member of the Group) will provide an indemnity to the CBG Notes Issuer in respect of any demands against the CBG Notes Issuer, and to document certain other costs and fees payable by the Company (or another member of the Group) to the CBG Notes Issuer, including a commitment fee and the running costs of the CBG Notes Issuer (the "**CBG Indemnity**"). This indemnity will be secured on (among other things) the ETP sub-group.

Key Client Arrangements

As part of the Balance Sheet Restructuring, the Group has revised the terms of the TenneT Framework Agreement. The revised arrangements include a more gradual build-up of the performance security requirement over the life of the TenneT Framework Agreement and the ability to meet at least part of that security through retentions rather than performance guarantees. These arrangements will apply until 31 December 2026, following which performance security will be required in the form of guarantees.

In exchange, future payments made by TenneT will be ring-fenced and used exclusively for costs associated with the TenneT contracts (including services provided by other Group entities), and transfers outside the ring-fence will only be permitted for transfers of certain profits and overheads to the Group, alongside limited additional amounts of excess liquidity.

[5] The price per Share corresponds to a post-Balance Sheet Restructuring market capitalisation of approximately US$1.95 billion (based on the expected number of Shares that will be in existence upon the occurrence of the Restructuring Effective Date and the exercise of the Tranche 1 Warrants, prior to the impact of the Share Consolidation), and aligns with the terms of exercise of the Tranche 2 Warrants (as described in further detail in Part X (*Terms and Conditions of the Tranche 2 Warrants*).

In addition, the Group has agreed revisions to its agreements with ADNOC in relation to the provision of guarantees. The revised arrangements include an extension, for 18 months from the Restructuring Effective Date, of the period to provide guarantees for one contract. In exchange, future payments made by ADNOC to the Group on the two contracts awarded in 2023 will be paid into ring-fenced bank accounts and used exclusively for costs associated with those contracts, including services provided by other Group entities, and for transfers of overheads to the Group.

Settlements and arrangements regarding certain claims and contingent liabilities

As part of the Balance Sheet Restructuring, the Group has agreed settlements and/or will seek to settle and/or compromise certain historical liabilities as necessary to secure the going concern of the Group, as summarised below:

Resolution of certain historical claims and contingent liabilities of the Group

As part of the Balance Sheet Restructuring, the Group has resolved certain historical claims and contingent liabilities required under the terms of the Lock-Up Agreement and as summarised below:

- **PFML**: Resolution of historical contingent liabilities of PFML regarding secondary NICs, contingent on implementation of the Balance Sheet Restructuring.

- **Non-compromised Thai Oil guarantor claims**: The Group has agreed terms with the non-compromised Thai Oil guarantor regarding the conversion of crystallised claims against the Group that have arisen as a result of demands made by Thai Oil Public Company Limited on the performance bonds issued by the guarantor in support of the Group's obligations in respect of the Thai Oil Clean Fuels Project. The crystallised claims of the non-compromised Thai Oil guarantor will be reinstated (net of cash collateral applied in partial satisfaction of such claims) as senior secured debt, accruing interest at term SOFR plus 0.5 per cent. per annum payment-in-kind interest in the first year and cash interest thereafter, maturing one month after the initial scheduled maturity of the New Notes (the "**TO Termed Out Debt**"). Approximately US$50 million is expected to be issued on or around the Restructuring Effective Date in respect of claims crystallised prior to the date hereof.

Compromise of certain historical claims and contingent liabilities

Certain historical liabilities of the Company and PIUL will be compromised, subject to implementation of the Restructuring Plans (unless settlements are subsequently agreed). These include:

- claims of certain existing and former shareholders of the Company (the "**Shareholder Claimants**"), in respect of claims against the Company arising out of or in connection with misleading statements and/or dishonest omissions or delays alleged to have been made in the Group's published information between 7 October 2005 and 5 October 2021, whether pursuant to section 90 or 90A of Schedule 10A to FSMA or otherwise, other than claims in respect of which the applicable limitation period has expired (the "**Shareholder Claims**"). The Shareholder Claims will be released in full, and in consideration for such release, the beneficial owners of Shares held by the Shareholder Claimants who submit claims and are eligible for a distribution, will be entitled to: (i) a share of a shareholder claims fund; and (ii) an issuance of Warrants (see "*Warrants*" below);

- actual or potential claims (against the Company and PIUL) in connection with the Thai Oil Clean Fuels contract by Thai Oil Public Company Limited, Saipem or Samsung entities (and PSS Netherlands BV as a joint venture entity) that are party to the project contracts. Claims will be released in exchange for: (i) in respect of Company claims, (A) a share of a non-shareholder claims fund and (B) as issuance of

Warrants (see "*Warrants*" below); (ii) in respect of PIUL claims, a cash payment or (at their election[6]) Shares benchmarked against expected recoveries in an insolvency (with the equity entitlement capped at 0.59 per cent. (in aggregate) of the post-Balance Sheet Restructuring share capital, being issued following completion of the Balance Sheet Restructuring, and any excess paid in cash); and (iii) an issuance of Warrants (see "*Warrants*" below)[7];

- any claims that the Thai Oil guarantee providers, other than by the non-compromised Thai Oil guarantor, have made and may in the future have against the Group pursuant to guarantee arrangements to fund the Group project-related obligations (the "**Thai Oil Guarantee Claims**"), which would be discharged (in some cases net of cash collateral that has been applied in partial satisfaction of crystallised claims) in exchange for Shares. One of the Thai Oil guarantee providers (who is a secured creditor) will be entitled to participate in the New Money, and one of the Thai Oil guarantee providers will be entitled to participate in the Equity Capital Raise Upsize;
- any claims of certain of the Group's insurers against the Company for the return of insurance proceeds received under certain historical director and officer insurance policies allegedly based on grounds of policy avoidance, exclusion clauses or coverage defences. Claims will be released in exchange for: (i) a share of the non-shareholder claims fund; and (ii) an issuance of Warrants (see "*Warrants*" below); and
- claims that may be brought by former directors or employees of the Group against the Company arising out of or in connection with the shareholder claims (above) or the SFO Investigation, including certain potential contribution or indemnity claims. Claims will be released in exchange for (i) a share of the non-shareholder claims fund; and (ii) an issuance of Warrants (see "*Warrants*" below).

The claims against the Company of Thai Oil Public Company Limited, Saipem and Samsung entities, PSS Netherlands BV, the Group's insurers and former directors or employees (as described above) are the "**Non-Shareholder Claims**" and each of these parties is a "**Non-Shareholder Claimant**" and together they are the "**Non-Shareholder Claimants**". Warrants will be distributed pursuant to the claims administration and adjudication process contemplated in the Restructuring Plans, whereby allocation of the Warrants to the Shareholder Claimants and the Non-Shareholder Claimants, respectively, will be determined pro rata based on the value of valid claims that are admitted for each Shareholder Claimant or Non-Shareholder Claimant, and may result in distributions up to 12 to 15 months following the Restructuring Effective Date.

The Company expects that the aggregate initial outflows required to settle and/or compromise the Non-Shareholder Claims and contingent liabilities will not exceed US$25 million from the proceeds of the Balance Sheet Restructuring, with certain other payments, together with the issuance of Warrants, to be made in the future.

Warrants

In connection with the Equity Capital Raise and the Restructuring Plans, the Company has agreed to issue Tranche 1 Warrants and Tranche 2 Warrants over Shares to the Existing Shareholder Investors, the Shareholder Claimants and the Non-Shareholder Claimants.

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[6] Such election was capable of being exercised before 5:00 p.m. (London time) on 24 April. Based on the results of elections made by creditors, this right was not exercised.

[7] Immediately following implementation of the Balance Sheet Restructuring, certain existing liabilities in relation to the Group's participation in the Thai Oil Clean Fuels contract will legally remain with two subsidiaries of the Group, but without recourse to (including any cross-indemnity in relation to guarantees from) any other Group entity. The timing for the full formal release from such liabilities (and, as a result, corresponding recording in the Group's consolidated financial statements) is not certain.

Summary Warrant terms

As noted above, there are two classes of Warrants, having the following terms:

- **Tranche 1 Warrants**: Subject to the Company's GBP 30-day volume-weighted average price per Share equalling US$13.455 per Ordinary Share[8] as adjusted according to the terms and conditions of the Tranche 1 Warrants, the Tranche 1 Warrants entitle the holders thereof to subscribe for one Share (for nil consideration) for every Warrant, subject to adjustments to account for any split, sub-division, consolidation, reclassification, redesignation or cancellation of Shares, issuance of new Shares by way of capitalisation of profits or reserves, issuance of new Shares by way of dividend or distribution and any reduction of capital.

- **Tranche 2 Warrants**: Subject to the Company's GBP 30-day volume-weighted average price per Share equalling US$18.7875 per Ordinary Share[9] as adjusted according to the terms and conditions of the Tranche 2 Warrants, the Tranche 2 Warrants entitle the holders thereof to subscribe for one Share (for nil consideration) for every Warrant, subject to adjustments to account for any split, sub-division, consolidation, reclassification, redesignation or cancellation of Shares, issuance of new Shares by way of capitalisation of profits or reserves, issuance of new Shares by way of dividend or distribution and any reduction of capital.

Each of the Warrants will expire five years from the Restructuring Effective Date, during which they are capable of exercise (for nil consideration), subject to satisfaction of the relevant exercise conditions described above.

In the event of any spin-off of Asset Solutions, ETP or E&C prior to the exercise of the Warrants, the holders of the Warrants shall be compensated for any loss of value resulting from such a spin-off, either by: (i) replacing the Warrants with new warrants over shares in the remaining company and the spin-off company; or (ii) retaining the Warrants and making appropriate adjustments to the terms of the Warrants to reflect the impact of the spin-off.

It is expected that Admission of the New Shares, Tranche 1 Warrants and the Tranche 2 Warrants that are issued on the Restructuring Effective Date will become effective on the Restructuring Effective Date. The Warrants are expected to be admitted to the warrants, options and other miscellaneous securities listing segment of the Official List maintained by the FCA, on the Restructuring Effective Date for Warrants that are issued on the Restructuring Effective Date. Dealings in the Warrants that are issued on the Restructuring Effective Date will commence following the publication of the Company's 2024 Consolidated Financial Statements and the subsequent lifting of the trading suspension, which is expected shortly after the Restructuring Effective Date. The Warrants will be freely transferable and benefit from anti-dilution protection in respect of certain events, but will not carry voting rights.

8 The price per Share corresponds to a post-Balance Sheet Restructuring market capitalisation of approximately US$1.3 billion (based on the expected number of Shares that will be in existence upon the occurrence of the Restructuring Effective Date, reflecting the Share Consolidation).

9 The price per Share corresponds to a post-Balance Sheet Restructuring market capitalisation of approximately US$1.95 billion (based on the expected number of Shares that will be in existence upon the occurrence of the Restructuring Effective Date and the exercise of the Tranche 1 Warrants, reflecting the Share Consolidation).

See paragraphs 4.1.2 and 4.1.3 of Part VII (*Additional Information*), Part IX (*Terms and Conditions of the Tranche 1 Warrants*) and Part X (*Terms and Conditions of the Tranche 2 Warrants*) for further details.

<u>Number of Warrants</u>

The Warrants will be issued to:

(i) the Existing Shareholder Investors, as follows:

(a) 4,061,752 Tranche 1 Warrants (being 48 Tranche 1 Warrants for every 100 New Shares subscribed for on the Restructuring Effective Date); and

(b) 2,369,355 Tranche 2 Warrants (being 28 Tranche 2 Warrants for every 100 New Shares subscribed for on the Restructuring Effective Date),

(such Warrants, the "**Existing Shareholder Investors' Warrants**");

(ii) the Shareholder Claimants, as follows:

(a) a pro rata share of 1,556,868 Tranche 1 Warrants; and

(b) a pro rata share of 2,211,679 Tranche 2 Warrants,

(such Warrants, the "**Shareholder Claimants' Warrants**"); and

(iii) the Non-Shareholder Claimants, as follows:

(a) a pro rata share of 1,556,868 Tranche 1 Warrants; and

(b) a pro rata share of 2,211,679 Tranche 2 Warrants,

(such Warrants, the "**Non-Shareholder Claimants' Warrants**" and together with the Shareholder Claimants' Warrants, the "**Claimants' Warrants**").

The Existing Shareholder Investors' Warrants are expected to be issued to them on the Restructuring Effective Date.

Pursuant to the Restructuring Plans, eligible Shareholder Claimants and Non-Shareholder Claimants will receive a *pro rata* share of the Warrants as indicated above in return for the release of their relevant claims against the Company. The claims of the Shareholder Claimants and Non-Shareholder Claimants will be adjudicated pursuant to a claims administration and adjudication process contemplated under the Restructuring Plans (the "**Claims Administration and Adjudication Process**") to determine the claims which are to be admitted for the purposes of participating in the entitlements available to Shareholder Claimants and Non-Shareholder Claimants under the Restructuring Plans. The allocation of the Warrants to the Shareholder Claimants and the Non-Shareholder Claimants, respectively, will be determined *pro rata* based on the value of valid claims that are admitted for each Shareholder Claimant or Non-Shareholder Claimant, as the case may be, pursuant to the Claims Administration and Adjudication Process. The Claims Administration and Adjudication Processes in relation to the Shareholder Claimants and Non-Shareholder Claimants will be run independently and in parallel. Each Claims Administration and Adjudication Process could take up to 15 months from the Restructuring Effective Date.

The Claimants' Warrants will either be, in the Company's sole and absolute discretion:

(i) issued on the Restructuring Effective Date to be held initially in an escrow account and subsequently transferred to the Shareholder Claimants and the Non-Shareholder Claimants after completion of the Claims Administration and Adjudication Process; or

(ii) issued directly to the Shareholder Claimants and the Non-Shareholder Claimants after completion of the Claims Administration and Adjudication Process.

If the Claimants' Warrants are issued in accordance with paragraph (i) above, then the Claimants' Warrants and the Existing Shareholder Investors' Warrants will be issued on the same date and will have the same terms.

However, if the Claimants' Warrants are issued in accordance with paragraph (ii) above, then such Warrants will have the same terms and conditions in all respects as the Existing Shareholder Investors' Warrants and shall be consolidated and form a single series with the Existing Shareholder Investors' Warrants except that Claimants' Warrants will have a different issue date from the issue date of the Existing Shareholder Investors' Warrants and if the relevant Warrant Exercise Condition (as defined in the relevant terms and conditions) has been achieved with respect to the Existing Shareholder Investors' Warrants prior to the issue date of the Claimants' Warrants, then no such Warrant Exercise Condition shall apply to the Claimants' Warrants.

If all the Tranche 1 Warrants and the Tranche 2 Warrants are exercised in full, the corresponding new Shares that will be issued will represent approximately 12.7 per cent. of the post-Balance Sheet Restructuring share capital and give rise to a further dilution of Shareholders.

Other Stakeholders

Current Shareholders

As a result of the Balance Sheet Restructuring, including the conversion of certain debt to equity, current Shareholders will be diluted through the resultant issuance of New Shares, such that existing Shareholders will hold approximately 2.2 per cent. of the post-Restructuring share capital of the Company (excluding any New Shares acquired by existing Shareholders in the Equity Capital Raise).

Other Guarantee Facilities / Sureties

Other guarantee facilities, surety facilities or similar instruments (some of which are subject to the intercreditor agreement, some of which are not but may have their own security / guarantees) will not be amended or compromised by the Balance Sheet Restructuring. However, the Group has procured waivers and certain other consents from guarantee providers in connection with the Balance Sheet Restructuring.

Alignment of Delivery Units

Prior to the Restructuring Effective Date, the Company will finalise its plan to formalise the legal and operational alignment of its delivery units (E&C, ETP and Asset Solutions). This alignment will help the relevant delivery units of the Group that require access to guarantees to be able to access and procure them more easily in future. The Company has established a Transformation Committee to oversee implementation with the aim of completing this work as soon as practicably possible after the Restructuring Effective Date in accordance with determined milestones. The Company has appointed a dedicated Chief Transformation Officer, who was selected in consultation with the Ad Hoc Group and who has day-to-day responsibility for implementing the transformation pursuant to the transformation plan.

Upon completion of the transformation (and subject to certain agreed terms), the New Notes will continue to be secured on the Asset Solutions sub-group and will benefit from a cash sweep and other covenants from that sub-group, but will release security and guarantees granted by entities within the E&C and ETP delivery units.

Governance and Management Incentives

The Ad Hoc Group (in consultation with the New Financial Investor) will have the right to approve the composition of the Board to be established following the completion of the Balance Sheet Restructuring. It is expected that any changes to the Board will be announced prior to the date of the Company's next annual general meeting, or as soon as possible thereafter as the Company, having obtained approval from the Ad Hoc Group (in consultation with the New Financial Investor), can identify and enter into terms with appropriate candidates.

The Company's current Chairman, René Médori, will continue in his role during the implementation of the Balance Sheet Restructuring in order to guide the Group through the process, and will lead a transition to a new Chairperson in the course of 2025, with a period of overlap to ensure the Group's stability as it emerges into its new capital structure.

The Company will continue to maintain compliance with the UK Corporate Governance Code 2024 (the "**UKCGC**") or explain any areas of non-compliance as applicable. The Company may, as a result of changes to the Board to be implemented as part of the Balance Sheet Restructuring, deviate from the UKCGC in certain respects, including with respect to the recommendation that a majority of directors (excluding the chair) should be independent. Any such deviations would be explained as required pursuant to the UKCGC.

Following the Balance Sheet Restructuring, the Company intends to put in place a management incentivisation programme, which could result in awards of up to 10 per cent. of the share capital of the Company.

Lock-Up Agreement and other commitment agreements

Lock-Up Agreement

As at the Latest Practicable Date, the Lock-Up Agreement had been signed or acceded to by (i) holders of approximately 75.1 per cent. of the senior secured notes, (representing an increase of approximately 18.1 per cent. since the launch of the Balance Sheet Restructuring) and (ii) Revolving Credit Facility lenders holding approximately 70.8 per cent. of the Revolving Credit Facility debt. Taken together, Funded Creditors representing approximately 67.8 per cent. of the Funded Debt (excluding accrued interest) have signed or acceded to the Lock-Up Agreement.

Each Funded Creditor that acceded to the Lock-Up Agreement by 15 January 2025 (or acquired Funded Debt that was locked up as of 15 January 2025) is entitled to an early bird fee constituting 0.25 per cent. of its Funded Debt that was locked up as of 15 January 2025. The early bird fee will be payable in cash at completion of the Balance Sheet Restructuring.

All Funded Creditors were invited to participate in the new funding backstopped by the Ad Hoc Group (and the Additional Noteholders) by providing commitment letters (or making an election to participate in New Money in their plan creditor letters to be delivered in connection with the Restructuring Plans) no later than 5:00 p.m. (London time) on the day after the date of the Plan Meetings.

Pursuant to the terms of the Lock-Up Agreement, all creditors party thereto undertake to support the implementation of the Balance Sheet Restructuring, including but not limited to voting in favour of the Restructuring Plans, subject to the meeting of key milestones as set out in the Lock-Up Agreement and certain customary termination rights. The Plan Meetings took place on 23 April 2025, at which all creditors party to the Lock-Up Agreement voted in favour of the Restructuring Plans. The Restructuring Plans were approved by nine out of the twelve classes of creditors (including all classes of Secured Creditors).

In addition, the Lock-Up Agreement provides for waivers of any defaults under the Group's revolving credit facility, term loan facilities and senior secured notes triggered by the Balance Sheet Restructuring, as well as the temporary forbearance from enforcing their debt claims in connection with non-payment of interest, principal and other fees under these instruments.

Backstop Agreement

The Company entered into a backstop agreement with certain members of the Ad Hoc Group and the Additional Noteholders (the "**Backstop Providers**") on 22 December 2024, pursuant to which the Backstop Providers backstopped US$187.5 million of new money in the Debt Raise and Equity Capital Raise. In consideration for their service, the Backstop Providers will be paid a pro rata share of the backstop fees of (i) 3.75 per cent. of the aggregate amount of debt funding backstopped (in the form of OID on the New Money Notes) and (ii) 3.75 per cent. of the aggregate amount of New Equity Capital Raise Shares backstopped, which will be satisfied by the issuance of New Shares (constituting 1.67 per cent. of the Company's share capital post-Balance Sheet Restructuring).

Certain additional Funded Creditors have acceded to the Backstop Agreement to provide backstop commitments (with the corresponding reduction of the backstop commitments of the Backstop Providers). Funded Creditors that acceded to the Backstop Agreement by 15 January 2025 and the Backstop Providers will be paid a pro rata share of an additional backstop fee of (i) 3.75 per cent. on the amount of debt funding backstopped (in the form of OID on the New Money Notes) and (ii) 3.75 per cent. of the aggregate amount of the New Equity Capital Raise Shares backstopped, which will be satisfied by the issuance of New Shares (constituting a further 1.67 per cent. of the Company's share capital post-Restructuring).

PART II – BUSINESS OVERVIEW

Overview

Petrofac is a leading international service provider to the energy industry, with a diverse client portfolio including many of the world's leading integrated, independent, national and renewable energy companies. The Group's purpose is to enable its clients to meet the world's evolving energy needs, which it aims to undertake through its vision to be the preferred services partner to the energy industry.

Since Petrofac's inception in 1981 as a Texas-based designer and fabricator of modular plants, the Group has grown its operations, working across five continents, with main hubs in the UAE and the UK. The Group's operating activities include designing, building, managing, maintaining and decommissioning energy infrastructure, onshore and offshore. In addition to the traditional oil, gas and petrochemical industries, where it is increasingly supporting customers to reduce their environmental impact, Petrofac is deploying its skills in the energy transition agenda in support of renewable energy companies operating in the offshore wind, carbon capture, utilisation and storage, emissions reduction and hydrogen sectors.

In recent years, the Group made a strategic shift to refocus on its core activities by reducing its capital intensity and now operates in line with a capital-light business model.

The Group's operations are organised according to three reporting segments, each of which comprises a separate operating division:

- *Engineering & Construction* (E&C): delivers onshore and offshore EPC, as well as installation and commissioning services generally on a lump-sum turnkey ("**LSTK**") (fixed price for delivery of complete project to a client) basis. E&C contributed 45 per cent. of the Group's revenue (after intra-Group eliminations) for the six months ended 30 June 2024 and 37 per cent. of the Group's revenue (after intra-Group eliminations) for the year ended 31 December 2023.
- *Asset Solutions*: manages and maintains client operations (both onshore and offshore), delivers small- to medium-scale EPC projects and provides concept, FEED services. The majority of Asset Solutions' services are executed on a reimbursable basis, where costs are charged to the clients with a fixed (or a variable KPI-based) margin added on top. Asset Solutions contributed 51 per cent. of the Group's revenue (after intra-Group eliminations) for the six months ended 30 June 2024 and 58 per cent. of the Group's revenue (after intra-Group eliminations) for the year ended 31 December 2023.
- *Integrated Energy Services* (IES): provides an integrated service for clients, deploying the Group's capabilities using a traditional equity upstream investment model to operate the sole asset in the portfolio, Block PM304, in Malaysia's offshore Cendor field through a production sharing contract (PSC). IES contributed 4 per cent. of the Group's revenue (after intra-Group eliminations) for the six months ended 30 June 2024 and 5 per cent. of the Group's revenue (after intra-Group eliminations) for the year ended 31 December 2023.

Over the last decade, Petrofac has an established track record in supporting energy transition projects in a wide range of different technologies, which it coordinates across its service activities through a newly formed Energy Transition projects (ETP) delivery unit. The Group's integrated ETP offering spans all phases of the project life cycle, from initial design through to EPC, operations maintenance and training. ETP contributed 10 per cent. of the Group's revenue (after intra-Group eliminations) for the six months ended 30 June 2024 and 2 per cent. of the Group's revenue for the year ended 31 December 2023, with such revenue delivered and included within E&C.

Petrofac has global operations, with an especially strong position in the MENA region, which accounted for 26 per cent. of its revenue for the year ended 31 December 2023.

Petrofac has 30 offices globally. Its operations are run out of key operating centres in Aberdeen, Chennai, Kuala Lumpur, Mumbai, Sharjah and Woking. As at 30 June 2024, the Group had approximately 8,700 employees, enabling the Group with scale and depth across its business to provide services to clients internationally across the life cycle of oil and gas and energy transition assets.

Petrofac's revenue, Business Performance EBIT and Business Performance EBITDA for the six months ended 30 June 2024 were US$1,240 million, US$(106) million and US$(66) million, respectively, and for the year ended 31 December 2023 were US$2,496 million, US$(393) million and US$(310) million, respectively. Reported EBIT and Reported EBITDA for the six months ended 30 June 2024 were US$(152) million and US$(112) million, respectively, and for the year ended 31 December 2023 were US$(418) million and US$(340) million, respectively. See "*Important Information – Presentation of Financial and Other Information*" in Part III (*Financial Statements*) for an explanation and the basis of preparation of, and certain cautionary statements with respect to, the foregoing financial measures.

Petrofac's order intake and Backlog has continued to strengthen since 2022. New order intake for the year ended 31 December 2023 was US$7.1 billion compared to US$1.9 billion for the year ended 31 December 2022 and Backlog was US$8.1 billion as at 31 December 2023 and remained steady at US$8.0 billion as at 30 June 2024.

The following table sets forth the Group's revenue by jurisdiction of origin for the periods indicated:

	Six months ended 30 June		**Year ended 31 December**		
	2024	**2023**	**2023**	**2022**	**2021**
		(Restated)		*(Restated)*	*(Restated)*
United Kingdom	326	402	795	648	742
United Arab Emirates	161	25	54	58	133
Algeria	77	93	243	375	442
Lithuania	81	90	220	159	—
Thailand	97	131	132	280	409
Malaysia	52	106	182	188	68
United States of America	106	71	168	92	49
Australia	74	51	131	31	—
Oman	29	68	136	257	389
Netherlands	94	32	85	40	113
Other	143	162	350	439	693
Total	**1,240**	**1,231**	**2,496**	**2,567**	**3,038**

The Group's Strengths and Strategy

Key Strengths

Leading international service provider to the energy industry

Petrofac is a leading international service provider and trusted partner to the energy industry, offering services covering every stage of the project lifecycle from design to decommissioning, with flexible commercial models.

The Group has long and deep customer relationships with international and national oil companies. Its E&C division has a 40-year track record of designing and building energy infrastructure, with over 200 major projects delivered.

It has a particularly strong presence in the MENA region where it has, for example, completed over 100 EPC contracts with a total value in excess of US$53 billion.

Petrofac also has more than 10 years of expertise in offshore wind, designing, building and operating both HVDC and high voltage alternating current ("**HVAC**") delivery substations. Furthermore, Petrofac has strong credentials in carbon capture usage and storage ("**CCUS**"), hydrogen, and waste-to-value projects, and is well positioned to capitalise on opportunities in these high growth energy transition areas.

In addition, the Group has a strong position in the Operations & Maintenance ("**O&M**") market, with an estimated 40 per cent. market share in the UK North Sea. More recently, Petrofac has expanded its footprint internationally, including targeting the decommissioning market following contract wins in Australia, the Gulf of Mexico and the UK North Sea.

Strategic positioning in core MENA markets with attractive and sustained growth outlook

Petrofac has a leading presence in key regions, including the MENA region, which has some of the lowest marginal costs of oil and gas production in the world. The International Energy Forum estimates US$4.3 trillion of global upstream oil and gas investments will be needed by 2030 to ensure security of supply with MENA national oil companies, in particular, increasing investment to meet their production commitments over the next decade. Global upstream CapEx forecasts in the Middle East region are expected to grow at 10 per cent. compound annual growth rate ("**CAGR**") between 2021 and 2025.[10] The Directors believe that Petrofac is well positioned to benefit from this increased investment given its strong relationships, in-country value and execution track record in the region.

The addressable markets for Petrofac to 2027 are expected to comprise approximately US$96 billion in upstream oil and gas refining and petrochemicals.

The Group is focused on its core markets in the MENA region, where the Group has a strong track record for project execution and financial delivery.

In May 2023, Petrofac broadened its portfolio within the petrochemical sector with a contract awarded in Algeria, alongside industry specialist, China Huanqiu Contracting & Engineering Corporation, that builds on its 25-year track record in the country.

As a consequence of the SFO Investigation into the Company, Petrofac was excluded from bidding on contracts in certain jurisdictions, including the UAE, Saudi Arabia and Iraq. Following the resolution of the SFO Investigation into the Company, Petrofac was awarded a contract by ADNOC in June 2023, which was closely followed by another contract in October 2023 (also awarded by ADNOC) for one of the largest carbon capture projects in the MENA region. While opportunities in Saudi Arabia (for Saudi Aramco) and Iraq are currently excluded from the forward pipeline, the Group is working actively to achieve re-entry into these markets in the near future and accordingly considers these regions to represent further opportunities for growth over time.

Replenished orderbook, following recent contract momentum, with high-quality contracts to support medium-term margin ambitions

In 2023, the Group delivered a strong order intake, securing contract awards worth US$7.1 billion and resulting in a Group order Backlog of approximately US$8.1 billion as at 31 December 2023 and US$8.0 billion as at 30 June 2024. The Group's E&C segment had a Backlog of approximately US$6.1 billion as at 31 December 2023 and US$5.7 billion as at 30 June 2024, whilst Asset Solutions had a Backlog of approximately US$2.0 billion as at 31 December 2023 and US$2.3 billion as at 30 June 2024. Backlog in ETP was US$2.8 billion as at 31

[10] Source: International Energy Forum: "Upstream Oil and Gas Investment Outlook", May and June 2024.

December 2023 and US$2.7 billion as at 30 June 2024, and the 18-month pipeline in ETP was approximately US$10 billion as at 30 June 2024.

The Group's Backlog more than doubled in 2023, with key project wins including:

- entry into of the landmark US$14 billion TenneT Framework Agreement (in partnership with Hitachi Energy), in respect of six offshore HVDC stations, and the award of the first two projects thereunder (representing approximately US$2.7 billion of the Backlog);
- two ADNOC contracts with a value to Petrofac in excess of US$1.3 billion;
- a major petrochemical project in Algeria, with a total value in excess of US$1 billion; and
- Asset Solutions: renewals and extensions in core markets; geographical expansion; and additional decommissioning projects.

In 2024, Asset Solutions delivered a strong order intake of US$1.4 billion.

This Backlog provides good revenue visibility and the Directors believe demonstrates the continued confidence clients have in Petrofac's delivery and expertise. The contracts have been won in the Group's core regions, where operational execution and financial delivery have been strong historically. Further, the Board believes the Backlog's embedded contract margins, noting that 87 per cent. of the E&C Backlog (as at 30 June 2024) was won during 2023, will support delivery of the Group's medium-term financial ambition.

Strong delivery capabilities in core regions, supported by the local operational model

Petrofac's focus is on core regions where it has a strong track record of project execution and financial delivery. Project execution is supported by Petrofac's global standards together with a local delivery model.

This local delivery model is also a significant competitive advantage. In-country value ("**ICV**"), a measure of local expenditure on goods and services, is a key metric for customers in evaluating tenders. The Group has a market-leading approach to ICV, with a reputation and track record of establishing and investing in local supply chains in key markets, which drives both cost competitiveness and consistent delivery. The proportion of locally sourced goods and services increased to 47 per cent. in 2023 up from 32 per cent. in 2022. This reflects Petrofac's continued work to source more local goods and services, along with efforts to build the capability of its supply chain and invest in its local presence. The Group focuses on employing and developing a world-class national workforce, with highly skilled local teams, through investments in training and developing local personnel via building, developing, and operating technical, theoretical and HSE (defined below) training courses and facilities around the world.

Well positioned to deliver growth within the energy transition sector

The IEA and International Renewable Energy Agency forecast that to limit global warming to 1.5°C, the world's renewable energy capacity needs to increase threefold by 2030.[11] The Global Renewables and Energy Efficiency Pledge aims to triple worldwide installed renewable capacity to at least 11,000 GW, and to double the average annual rate of efficiency improvements from around 2 per cent. to 4 per cent. every year until 2040. This means that to deliver the energy transition, governments and private enterprise will need to spend heavily to build new energy infrastructure.

Against this backdrop, Petrofac has continued to build on its energy transition credentials. As with the traditional E&C businesses, Petrofac's ETP delivery unit, reported within E&C, targets high-growth opportunities, delivering offshore wind and onshore projects across European and Western markets, with dedicated

[11] Source: International Renewable Energy Agency: "*Tripling renewable power and doubling energy efficiency by 2030: Crucial steps towards 1.5°C*".

engineering capability. Petrofac will target building positions in four high-growth[12] energy transition sectors, namely: offshore wind (~35 per cent. CAGR), waste-to-value (42 per cent. CAGR), emissions reduction, CCUS (95 per cent. CAGR) and hydrogen (58 per cent. CAGR). In the near term, the focus is principally on the significant investment in offshore wind, with capacity in Europe expected to increase fivefold from 70GW to 390GW by 2032.

Petrofac has an established track record in offshore wind (in HVDC and HVAC electrical substations) and in 2023, in partnership with Hitachi Energy, it signed the landmark US$14 billion TenneT Framework Agreement, part of a plan to provide approximately 25 to 30 per cent. of the Dutch and German population with clean energy. Petrofac has been awarded the first two of the transmission platforms, with the remaining four expected to be awarded over the next few years.

Well-established ESG agenda and committed to minimising environmental impact of the energy industry and driving greater diversity

The Group's ESG framework is underpinned by its sustainability strategy, which was launched in 2020. Petrofac aims to play an active role in the global energy transition, and does so across four dimensions: (i) introducing new clean energy assets through helping clients design, build and operate new clean energy assets; (ii) decarbonising existing energy assets; (iii) decommissioning ageing energy assets; and (iv) running its business in a sustainable way. During 2024, Petrofac maintained its inclusion in the FTSE4Good Index and its MSCI ESG rating was upgraded to AAA. Highlights of the Group's ESG programme are set out below.

Environment:

Petrofac is committed to reducing the environmental impact of its operations and is targeting Net Zero emissions by 2030. The Group has set decarbonisation targets that support the principles of the Paris Climate Accords and the UK Government's Net Zero goal, which are aligned with the Group's clients' respective ambitions. The Group aims to reach Net Zero in its Scope 1 and Scope 2 emissions by 2030. By 2023, Petrofac's flare reduction task force had successfully reduced its emissions intensity in relation to Block PM304 by 56 per cent. since 2021.

Social:

The Group has continued to make progress with diversity and inclusion, building upon its strong record, with employees from more than 85 different nationalities. The proportion of women in senior leadership positions increased to 30.5 per cent. during 2023, well ahead of the Group's diversity target of having 30 per cent. of women in senior leadership positions by 2025.

Governance:

The Group is also committed to the highest level of ethical and effective governance and has a culture of integrity, transparency and trust, and is committed to driving best-in-class compliance through ethical business practices. There is good alignment between management incentives and ESG performance metrics. Over the last few years, the Group has strengthened its cultural focus on ethical conduct, supported by a well-developed, independently audited compliance and governance regime committed to best-in-class compliance systems and practices.

Sustainability is at the core of Petrofac's strategy and critical to creating long-term value for all its stakeholders. The Group is focused on enabling clients to meet the world's evolving energy needs, and to work collectively with other industry members to achieve a more sustainable, inclusive and diverse energy sector. The Group works with its clients to understand their decarbonisation needs and ambitions and to develop solutions. The

[12] Source: Forecast CAGR figures for each market included brackets and based on management's internal projections for the relevant market, on the basis of market participants' publicly announced projects, strategic plans and investment intentions, for the period 2023-2027.

Group, through the ETP delivery unit, helps clients decarbonise their activities alongside its own; and promotes safe, local delivery and ethical value chains underpinned by rigorous compliance and governance. It also builds a diverse workforce that helps address the sector's skills gap. To facilitate low-carbon offerings, the Group has also embedded sustainability requirements into the pre-qualification process for potential suppliers, which includes a mandatory ESG questionnaire.

Strategy

Strong execution and delivery

Following the completion of the Balance Sheet Restructuring, the Group will focus on delivering its substantial new contracts awarded in 2023. 87 per cent. of E&C's Backlog (as at 30 June 2024) was won during 2023 and the Group will focus on delivering strong and consistent execution, supported by its proven local delivery model and recent enhancements to its operating functions, including a new value assurance function created in 2023. During 2023, the Group strategically adjusted its operating model to drive the right leadership focus, project governance and geographical oversight across its growing portfolio. The Group also took steps to strengthen its business development organisation and approach, with a focus on driving greater selectivity in the work that it bids for.

The Group continues to progress on the completion of the portfolio of legacy E&C contracts. Through negotiation with its clients, the Group has secured either performance guarantees or agreed alternative arrangements for US$4.4 billion of the US$5.5 billion E&C contracts awarded during 2023. Asset Solutions continues to leverage its UK centre of excellence and expanded its operations with new awards in both new and existing geographies, delivering a strong order intake of US$0.9 billion in the six months to 30 June 2024.

Continue to deliver Backlog growth

In addition to strong project execution, Petrofac will seek to continue to build on its recent momentum by winning further awards, including the remaining four contracts under the TenneT Framework Agreement.

In E&C, focus will be on disciplined and selective bidding in core markets where the Group has a long track record of strong project execution and financial performance, supported by an established subcontractor base. The Group will also be focused on projects with clients with whom Petrofac has strong relationships and can differentiate its offering, while delivering strong margins.

In Asset Solutions, as well as continuing to execute traditional operations and maintenance activities, Petrofac will target opportunities to expand margins, including in particular the high-growth areas of late-life asset management and decommissioning. Petrofac also intends to expand into new and more profitable geographies for O&M services, including West Africa.

Monetise historical working capital and fixed assets

In 2023 and 2024, as part of its liquidity and working capital management measures, the Group undertook initiatives to monetise contract assets and maximise receipts, reaching settlements on a number of longer-standing items. The Group has substantial remaining assets yet to be monetised, comprising outstanding contract assets, non-core physical assets (IES and its share of the JSD 6000 vessel) and other potential upsides on existing contract receivables.

Completion of the Balance Sheet Restructuring, and the ensuing improvements to short-term liquidity, provide the Group with a stronger position from which to maximise the value of recovery from these assets, allowing greater emphasis to be placed on value achieved as opposed to speed of asset realisation.

Leverage capabilities in the energy transition

Energy transition is at the core of Petrofac's strategic growth opportunities in terms of expansion into new energies and building capabilities. The Directors believe that the Group has a strong position in key high-growth sectors such as offshore wind, carbon capture and storage, hydrogen production, and waste-to-value.

The Directors believe that the short- to medium-term opportunities are expected to materialise principally through further EPC opportunities in the offshore wind market (which is expected to be a US$10 billion addressable market by 2027),[13] decommissioning work related to the transition away from fossil fuels, and feasibility and front-end engineering ("**FEED**") and pre-FEED studies in other new energy markets. In addition to the multi-year TenneT Framework Agreement, the Group is strongly positioned to further capitalise on the offshore wind EPC market, through its partnership with Hitachi Energy, a market-leading equipment manufacturer, to provide joint grid integration and associated infrastructure for both HVAC and HVDC stations.

Deliver on medium-term financial ambition – Outlook

The Board firmly believes that the Balance Sheet Restructuring will significantly improve the Group's financial stability, strengthen its balance sheet and increase access to guarantees to support to support delivery of the Group's strategy. This stronger platform, taken together with a more selective approach to bidding and comprehensive efforts to extend and embed assurance procedures and cash flow discipline, will support the Group's efforts to achieve consistent project execution of contract awards, and will support the delivery of the Group's strategy for predicable deliveries as well as appropriate commercial settlements on legacy contracts. The Group anticipates that, along with its strong Backlog and pipeline of opportunities, its established operating capabilities and renewed focus on core jurisdictions and project types where the Group has a strong track record will support significant improvements in financial performance in the medium term, reversing the financial and operational challenges experienced by the Group in recent years.

On this basis, the Group expects to achieve its medium-term ambitions of US$4 billion to US$5 billion of revenue, and build to sector-leading EBIT margins in the medium term. This would see annual Group revenue more than double over the period to 31 December 2027 (the "**period**"), supported by year-on-year revenue growth across the Group and within each of its E&C and Asset Solutions operating divisions. By leveraging the opportunities in its pipeline, the Group projects Backlog to grow to over US$15 billion by 2027 and is expected to deliver improved performance year-on-year:

- The Group's E&C operating division is expected to observe a higher rate of revenue growth over this period, with approximately 50 per cent. CAGR from 2024 levels (based on annualised H1 2024). This is expected to be driven through selective bidding and disciplined execution. This includes a strategic refocus on core MENA jurisdictions and clients on traditional hydrocarbon projects within the Group's core competency areas—oil and gas gathering and processing facilities, now also including petrochemical projects—and offshore wind for energy transition projects, with win-rates expected to revert to historical levels (i.e., excluding the pandemic and periods during which it has been restricted from bidding in certain jurisdictions). Revenues are expected to be split broadly evenly between traditional hydrocarbon and energy transition projects.

  The E&C division is expected to return to profitability early in the period, as increased activity levels on new contracts (secured in 2023) outweigh overhead costs and the reducing impact of legacy contracts. In the medium term, profitability is expected to increase to mid-to-high single-digit EBIT margins, as the higher-quality Backlog contracts, particularly in offshore wind, which are also lower

[13] Source: Forecast market size based on management's internal projections, basis of market participants' publicly announced projects, strategic plans and investment intentions.

risk due to their partially reimbursable pricing structure, have an increasing impact, whilst activity levels take the division to optimal operating scale.

This strategy is underpinned by a strong Backlog and pipeline of opportunities in its core regions and target markets. The pipeline includes a further four HVDC offshore wind projects expected to be awarded in the period under the TenneT Framework Agreement.

- The Group's Asset Solutions operating division is expected to increase annual revenue, achieving a low double-digit CAGR over the period from 2023 levels, leveraging its existing Backlog and from continued success in delivering new order intake from a healthy pipeline of opportunities. The division is seeking to improve the bottom-line profitability, with EBIT expected to return to slightly higher than 2021/22 levels (in US$ value terms) in the earlier part of the period, resulting from the targeting of further higher-margin contracts in less mature basins.

  The Group's target performance for Asset Solutions reflects the multi-year impact of recent contract wins and extensions, which includes notable wins delivering geographical expansion in Turkmenistan, West Africa and the Gulf of Mexico, also resulting from the strategic focus on integrated activities and late-life asset management and decommissioning.

- IES revenue is expected to deliver low single-digit percentage of E&C and Asset Solutions combined revenue during the remaining life of the asset, with anticipated natural declines in crude production at the field, until the end of its contract period in 2026. EBITDA is expected to be less than 2 per cent. of total Group revenue early in the period, and decreasing for the asset's remaining lease, with depreciation and amortisation expected to be in a similar range.

The Group's ability to grow revenue in its E&C division through new order intake from EPC contracts, into the medium term, and realising its potential, will be significantly dependent on its ability to source adequate guarantees on commercially acceptable terms or, potentially, agree alternative arrangements with clients. The Group expects that the Balance Sheet Restructuring will permit it to gradually re-enter the market for these guarantees from the second half of 2025.

The Group expects to generate a small positive net cash flow for the year ending 31 December 2025, at a Group level, improving its liquidity, largely reflecting inflows from the Balance Sheet Restructuring, partly offset by working capital normalisation across the business. Beyond this, net cash flows are expected to be materially above EBITDA, driven by the improvement in activity levels in the E&C division, as described above, with profitable contracts, benefiting from positive working capital on EPC contracts, even without assuming the receipt of advance payments on new contracts.

In addition:

- Central overhead cash outflows are expected to be between US$40 million and US$50 million annually during the period, excluding interest costs on the New Notes.

- Depreciation and amortisation in the E&C operating division is expected to approximately double during the period from 2024 levels (based on annualised H1 2024), predominantly as a result of the expected increases in activity levels at project sites for new contracts. In the Asset Solutions operating division, it is expected to be lower than 2024 (based on annualised H1 2024) levels over the period.

- Capital expenditure in the E&C operating division is expected to be less than 1 per cent. of revenue during the period. Asset Solutions, as a traditional asset-light business, will have minimal capital expenditure during the period.

- Levered cash flows in the operating divisions are expected to be as follows:
  - E&C: in the early part of the period, cash flows are expected to be negative, as working capital normalisation for the E&C operating division is expected to be US$250 million to US$300 million during 2025, funded through increased liquidity from the Balance Sheet Restructuring proceeds and ongoing operational cash collections from existing and new projects. During the period, total cash flows are expected to be approximately low single-digit multiples of the EBITDA generation of the operating division as a result of the accelerated collection profiles of new contracts, with the exception of 2026 and 2027, where a low-to-mid-single-digit multiple is expected.
  - Asset Solutions: cash flows are initially expected to be a mid-to-low teens percentage of the EBITDA generation of the operating division (before working capital normalisation from Restructuring proceeds of US$50 million), rising to approximately 50 per cent. during the period.
  - IES: cash flows are expected to be at a low single-digit percentage of Group revenue during the remaining life of the asset.
- Cash outflows in relation to tax payments in E&C are expected to be US$20 million to US$40 million annually during the period. In Asset Solutions, cash outflows in relation to tax payments are expected to be US$20 million to US$25 million annually during the period.
- In the period to 2026, remaining net cash collections from substantially complete legacy projects are expected to be in the range of US$50 million to US$100 million annually.

The Balance Sheet Restructuring is expected to provide a sustainable platform to meet these ambitions. However, the Group's expectations for its performance in the coming years are based on the views of management as at the date of this document, and there can be no assurance that the Group's operational or financial performance will match these expectations. In particular, the guidance set out above is subject to a number of assumptions, and the Group faces risks that these assumptions may prove to be incorrect, including for the reasons described in the section of this document headed "*Risk Factors*" (including the risk factor "*Shareholders should be aware that the Group's outlook and other forward-looking information included in this document may materially differ from the Group's actual operating activities and financial performance, and as a result the price of the Shares may be materially adversely affected*"). If these risks materialise or the Group otherwise fails to achieve its anticipated financial performance, this could negatively impact the Group's profitability or liquidity position, including in the short term.

Description of the Group's Business

As discussed above, the Group's operations are organised according to three operating segments: Engineering & Construction (E&C), Asset Solutions and Integrated Energy Services (IES). Across these segments, the Group has increased its focus on renewable energy activities through its ETP delivery unit, which is reported within E&C.

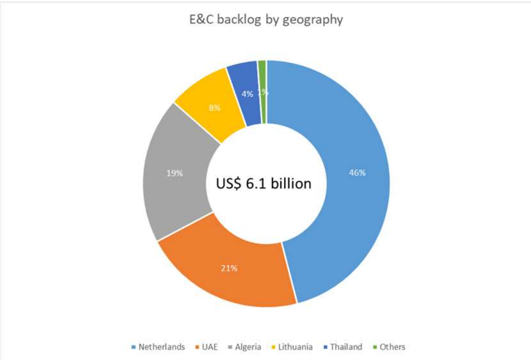
Engineering & Construction – E&C

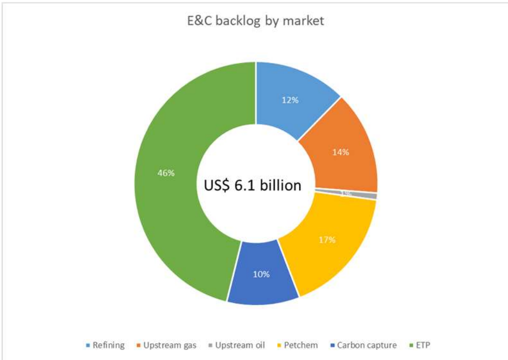
The E&C segment delivers onshore and offshore EPC, installation and commissioning services.

In providing these services, Petrofac relies on contractors, vendors and sub-contractors, particularly in the construction phase of its EPC contracts. E&C contracts are typically undertaken on a LSTK basis, meaning that E&C revenues consist of an all-inclusive lump-sum price for the completed project. Depending on the terms of the E&C contract, payment is usually received by reference to the achievement of milestones over the life of the contract and, in some cases, Petrofac may receive advance payments. E&C contracts typically have a duration of three to five years.

The Group has refocused its E&C business on its core markets in the high-growth MENA region, where it has critical mass, a proven track record, leading in-country value and a strong supply chain. Outside of MENA, the Group is highly selective, choosing projects which will deliver strong margins. E&C operates out of seven offices, with two "centres of excellence" in the MENA region, capitalising on the oil and gas cycle of reinvestment and the sector's focus on decarbonisation, by delivering major energy transition capital expenditure projects.

For the year ended 31 December 2023, E&C reported revenue of US$0.9 billion (36 per cent. of Group revenue), Business Performance EBIT loss of US$422 million and Business Performance EBITDA loss of US$412 million. As at 31 December 2023, the E&C Backlog was US$6.1 billion, as set out in the following charts:





For the six months ended 30 June 2024, E&C reported revenue of US$556 million (45 per cent. of Group revenue), Business Performance EBIT of US$(103) million and Business Performance EBITDA of US$(98) million. As at 30 June 2024, E&C Backlog was US$5.7 billion, across The Netherlands (47 per cent.), UAE (21 per cent.), Algeria (20 per cent.), Lithuania (8 per cent.) and other (1 per cent.).

New order intake for the six months ended 30 June 2024 was US$0.2 billion.

As at 30 June 2024, the E&C division had approximately 4,000 employees.

Services and capabilities

The E&C segment's services are typically combined to provide clients with a comprehensive solution and flexible approach to execution on a LSTK basis, or on a reimbursable model for EPC and engineering, procurement and construction management ("**EPCm**") projects.

- ***Engineering*** – the Group offers clients a variety of life-of-asset engineering capabilities for greenfield and brownfield projects, at a variety of scales, complexities and locations, including onshore and offshore. This offering comprises a range of engineering and FEED services, and execution services, which provide clients with a comprehensive offering that spans the energy asset life cycle, from concept to commissioning.

- ***Project management*** – the Group's project management services utilise internationally recognised project management frameworks across engineering, procurement, construction and commissioning projects. This service is tailored to each client's specific needs, including project management contractor capabilities; EPC and EPCm contractor capabilities; project management services across the life cycle of an asset; health, safety and environmental services; and project analysis capabilities (including costs, schedule and risk management). In addition to providing this service as part of its EPC contracts, Petrofac has executed standalone PMC contracts in Turkey, Kazakhstan and Iraq.

- ***Procurement*** – the Group's procurement services offer supply chain support from its seven operating centres and other key locations strategically selected to support business activities, with over 300 expert buyers, expeditors, logistics officers and material controllers around the world to provide sourcing, expediting and logistics support to projects worldwide. The Group works with local suppliers and develops local capabilities wherever possible, aiming to procure local goods and services in an ethical and cost-effective manner.

- ***Construction*** – the Group's construction services provide clients with a flexible approach to delivering complex energy construction projects, including greenfield development and brownfield construction, in challenging and diverse environments to meet clients' specific needs. The Group offers a range of different commercial models, with extensive LSTK expertise in onshore EPC, in offshore engineering, procurement, construction and installation ("**EPCI**"), and a growing portfolio in the renewables sector, particularly in offshore wind. These services are in addition to its EPCm services, under which the client manages the direct construction contractor with the support of the Group's construction management experience and expertise. E&C's track record includes over 250 upstream EPC/EPCI projects, 12 downstream EPC/EPCI projects and seven renewables EPC/EPCI projects.
- ***Installation*** – The Group's installation services cover the delivery of offshore facilities, including the largest ever converter platform, through third-party subcontractors.
- ***Commissioning*** – the Group's completion services cover onshore and offshore pre-commissioning, commissioning and start-up activities. These services aim to ensure that the facilities designed, built and maintained by the Group are inspected and tested safely, systematically and thoroughly before being handed over to a client in order to ensure that the facility can be operated safely and reliably, while providing full traceability.

Through these service offerings, the Group targets work with clients at the earliest stages of a greenfield development or brownfield project to help refine the project scope and select a suitable delivery methodology. This can include concept development, FEED, technology selection, a fit-for-purpose execution model, and where appropriate, the formation of value-adding partnerships. This approach aims to provide support at the concept stage to provide solutions that minimise capital and operating expenditure, improve overall delivery timing, and improve safety and operability to add value across the project and asset life cycles.

Key Projects

The following table sets out E&C's key projects as at 30 June 2024:

Project[(1)]	**Nature of Project**	**Location**	**Client**	**Value[(2)]**	**Year Awarded**	**Expected Completion Year[(3)]**
				(US$ billions)		
TenneT Ijmuiden Ver Alpha	Offshore wind EPC	Netherlands	TenneT	1.4	2023	2029
STEP Polymers SPA	Petrochemical EPC	Algeria	Sonatrach	1.0	2023	2027
ADNOC Gas Habshan Complex	EPC	UAE	ADNOC	0.7	2023	2026
ADNOC Gas Habshan CCUS	CCUS EPC	UAE	ADNOC	0.6	2023	2026
TenneT Nederwiek 1	Offshore wind EPC	Netherlands	TenneT	1.4	2023	2030
ORLEN ISBL	EPC	Lithuania	ORLEN Lietuva	0.7	2022	2025

Project[(1)]	Nature of Project	Location	Client	Value[(2)]	Year Awarded	Expected Completion Year[(3)]
				(US$ billions)		
Tinrhert EPC2	EPC	Algeria	Sonatrach	0.2	2022	2025
ORLEN ISBL	EPC	Lithuania	ORLEN Lietuva	0.2	2023	2025
Libya Erawin EPF EPC 10k bpsd	EPC	Libya	Zallaf Libya Exploratio n	0.1	2021	2024
Thai Oil Clean Fuels[(4)]	EPC	Thailand	Thai Oil Company	1.3	2018	2027
MGCP	EPC	Oman	PDO	0.1	2021	2024

(1) Excluding projects that are over 95 per cent. completed or undertaken pursuant to reimbursable payment arrangements.

(2) Values are based on Petrofac's share of the original contract value as at the date of award. Exchange rates for non-US Dollar denominated contracts are calculated using the official exchange rate on the date of the award. Under certain circumstances, these values are subject to change. For details of the Group's revenue recognition policies, see Note 2 to the 2023 Consolidated Financial Statements.

(3) See "*Cautionary Note Regarding Forward-Looking Statements*" in the section of this document headed "*Important Information*".

(4) On 24 April 2025, the Group and its joint venture partners on the Thai Oil Clean Fuels project received a notice of termination from Thai Oil. As described in this document, actual or potential claims (against the Company and PIUL) in connection with the Thai Oil Clean Fuels contract by Thai Oil Public Company Limited, Saipem or Samsung entities (and PSS Netherlands BV as a joint venture entity) that are party to the project contracts are expected to be compromised as part of the Restructuring Plans, in the event that the Restructuring Plans are approved by the court.

In the six months ended 30 June 2024, the E&C operating division continued to progress on the completion of the portfolio of legacy contracts. Operational performance in the first half of the year reflected the ongoing challenges in securing guarantees and closing out commercial settlements. The Group progressed well on the two TenneT contracts, part of the six-contract TenneT Framework Agreement. The initial phases of the new contracts secured in 2023 progressed well. Through negotiation with the clients, the Group secured either performance guarantees or agreed alternative arrangements for US$4.4 billion of the US$5.5 billion E&C contracts awarded during 2023. E&C secured US$0.2 billion of variation orders in the first half of the year (2023: US$3.4 billion). Awards in E&C were delayed pending implementation of the Balance Sheet Restructuring.

In the year ended 31 December 2023, the Group secured over US$5.5 billion of new order intake in/broadly evenly split between both traditional (hydrocarbon) and renewable energy markets. The Group re-entered the UAE with two EPC awards from ADNOC worth more than US$1.3 billion, including a carbon capture project. In Algeria, the Group broadened its portfolio into the petrochemical sector in partnership with a petrochemical technical specialist, with an EPC award of approximately US$1.0 billion to Petrofac. In energy transition, in 2023, the first two projects were awarded under the TenneT Framework Agreement (representing approximately US$2.7 billion of the Backlog). Of the US$6.1 billion E&C backlog in 2023, approximately 90 per cent. relates to new contracts, with only 10 per cent. attributed to legacy contracts.

Throughout 2023, the Group strategically adjusted its operating model to drive the right leadership focus, project governance and geographical oversight across its growing portfolio. These adjustments were crucial in ensuring that the Group strengthen and maintain the successful delivery and execution of projects. Furthermore, the Group took steps to strengthen its business development organisation and approach, with a focus on driving greater selectivity in the work that it bids for. Through a dedicated recruitment initiative, the Group welcomed talented new team members at all levels of the organisation, including the reinstatement of the graduate development programme.

Operationally, the Group continued progress on the completion of the legacy portfolio of projects affected by COVID-19, which consisted of eight legacy contracts at the start of 2023. During the year, two of the projects reached the completed or substantially completed milestone, with one additional project reaching the same milestone in 2024.

The initial phases of the new contracts secured in 2023 are progressing well. In offshore wind, Petrofac has a decade of experience in designing and building HVAC and HVDC electrical substations, partnering with OEMs. Petrofac's expertise lies exclusively in the construction of offshore wind substations which are designed and built onshore and transported to site. In 2023, the Company (in partnership with Hitachi Energy) entered into the landmark TenneT Framework Agreement in respect of six offshore HVDC stations (worth approximately US$14 billion) to expand offshore wind capacity in the Dutch-German North Sea.

In the year ended 31 December 2022, the Group progressed with the completion of the legacy COVID-19 affected portfolio of projects. Seven of its active lump-sum contracts were completed or substantially completed during the year. However, due principally to the extended impact of the COVID-19 pandemic on the scheduling and scope of work on these projects throughout the year, additional costs were incurred, which were not fully recovered from clients. Similarly, on the Thai Oil Clean Fuels Project, due to the scale and complexity of the project, the scheduling and additional work required to complete the project was affected even more by the knock-on impacts of the pandemic. As a result, the Group recognised an increase in costs, driven by a reassessment, with its partners, of the forecast costs to complete the project.

In the year ended 31 December 2021, operational performance was impacted by stringent health protocols, travel restrictions, and supply chain disruption driven by the COVID-19 pandemic, resulting in a reduction in productivity and extensions to project schedules. The emergence of the Omicron variant caused further disruption at the end of 2021. The Group's LPG project for OQ was commissioned in Salalah, Oman. The Yibal Khuff Project, delivered for Petroleum Development Oman, was officially inaugurated in December 2021. The Group also completed the integration of Kuwait Oil Company's new Crude Oil Control Centre at the Lower Fars heavy oil development project. In the offshore wind portfolio, both substation jackets were successfully installed for HZK Alpha and Beta and the first of two topside HVAC units was installed in December 2021. A major milestone was reached on the Seagreen offshore wind project with the successful installation of the offshore substation jacket, also in December 2021.

Competition

E&C's onshore competition comes from a range of international and more regionally focused contractors, including Saipem, Maire Tecnimont, Tecnicas Reunidas and Technip from Europe; Samsung Engineering, Hyundai Engineering & Construction Co. Ltd. and GS Engineering & Construction Corp., all of which are from the Republic of Korea; JGC Corporation, China Petroleum Engineering & Construction Corporation (CPECC), Sinopec Engineering (SEI), Huanqiu Contracting & Engineering (HQEC), NPCC (NMDC Energy) and Larsen & Toubro from elsewhere in Asia; and McDermott International, Inc. in the United States.

In addition, E&C competes with offshore-focused EPC contractors, such as Larsen & Toubro, Saipem, NPCC (NMDC Energy) and McDermott International, Inc.

For ETP, FEED competitors include Wood Group, KBR and Kent. In the EPCm space, they include Technip, Saipem and Worley and, in offshore wind, McDermott, Semco Maritime, Chantiers D'Atlantic and Smulders.

Given the size and technical complexity of the projects being delivered, many contractors, including the Group, often partner with competitors to deliver these projects.

Energy Transition projects – ETP

Petrofac has an established track record in supporting new energy projects in a wide range of different technologies, which it coordinates across its service activities through the ETP delivery unit.

ETP's dedicated Engineering & Consultancy Services team in Woking, UK provides clients with targeted engineering and related capabilities, including multi-disciplinary consultancy services spanning the life cycle of ETP. They also provide this support to oil and gas clients through Asset Solutions. The Group's consultants and study managers work closely with clients at the early development stage to provide technical assurance for new and existing projects and assets. This early guidance supports the efficient progress of projects through to final investment decision whilst also de-risking future execution phases in terms of technology, cost and schedule.

Leveraging the Group's EPC track record, ETP also builds renewable energy infrastructure. This includes offshore electricity grid infrastructure that connects wind farms to the onshore grid. ETP also designs and builds onshore CCUS, green hydrogen, waste-to-value and emissions reduction facilities, which are key building blocks of the energy transition, and provides a range of early consulting and front-end engineering services. ETP focuses on European and Western markets, as this is where the most significant energy transition growth and spend is currently concentrated.

ETP contributed 10 per cent. of the Group's revenue (after intra-Group eliminations) for the six months ended 30 June 2024 and 2 per cent. of the Group's revenue (after intra-Group eliminations) for the year ended 31 December 2023, with such revenue reported within E&C. These activities are further aligned with the Group's broader corporate responsibility and environmental initiatives, including deployment of technology and engineering to help clients reduce their emissions intensity, as described under "*Corporate Responsibility and Environmental, Social and Governance ("ESG") Framework*" in this Part II (*Business Overview*).

The Group believes that it has the core capabilities and competitive differentiation to be successful in these rapidly growing markets as the energy transition progresses, supported by more than a decade of experience in designing and building offshore wind, HVDC and HVAC electrical substations and expertise in hydrogen, as well a growing position in emerging carbon capture and storage and waste-to-fuels/energy activities.

The Group's focus in ETP aims to accelerate the growth of this capital-light business that delivers high margins.

The Group's core focus areas in ETP include the following:

- ***Offshore wind*** – the Group designs and constructs complex offshore high-voltage AC and DC substation platforms that are critical to connecting offshore wind farms to the onshore electricity grid.
- ***Carbon capture, utilisation & storage*** – the Group designs and constructs the infrastructure and plants that can capture and then utilise or store carbon dioxide emissions.
- ***Hydrogen*** – the Group designs and constructs large-scale onshore plants that can manufacture hydrogen and hydrogen-based, low-carbon fuels such as methane, ammonia and methanol.
- ***Waste-to-value*** – the Group designs and constructs onshore scale plants that transform waste feedstocks into valuable products such as sustainable land transport and aviation fuels and industrial products.
- ***Emissions reduction*** – the Group supports high-emitting energy clients through engineering-led projects to reduce their emissions footprints.

The Group's ETP delivery unit is underpinned by its US$14 billion multi-year framework agreement with TenneT, a Dutch-German electricity grid operator, to supply offshore platforms and onshore converter stations alongside Hitachi Energy. The TenneT Framework Agreement was awarded to Petrofac and Hitachi Energy as part of TenneT's programme to expand offshore wind capacity in the Dutch-German North Sea. The TenneT

Framework Agreement commits to a minimum of six 2GW platforms called off in a sequence, with each platform costing US$1.2-1.6 billion, with a construction time of seven years. TenneT's 2GW programme currently includes 14 innovative, standardised offshore 2GW HVDC electricity transmission platforms. Contracts under the framework agreement are undertaken with a significant reimbursable basis with a lump sum for labour and fabrication with index-linked pricing.

The Group's ETP offering comprises both work with existing clients to pursue decarbonisation ambitions and pursuit of new energy projects. In the year ended 31 December 2023, notable new business wins included two contracts under the multi-year TenneT Framework Agreement.

In addition, the Group is currently executing a range of ongoing front-end study work for multiple clients. The Group undertakes its ETP offerings through a variety of commercial models, including LSTK and EPCm, to tailor execution to client needs. As with all of its markets, the Group's service capabilities provide clients with technology-agnostic solutions, enabling it to select the best technology and equipment for every project.

For the six months ended 30 June 2024, ETP projects accounted for approximately 3 per cent. of the Group's order intake (which was in respect of existing TenneT arrangements). As at 30 June 2024, Backlog for ETP projects was US$2.7 billion.

Asset Solutions

The Asset Solutions segment provides services across the full life cycle of energy infrastructure. It manages and maintains its clients established assets, both onshore and offshore, delivers small- to medium-scale EPC projects and provides concept, feasibility and FEED services for new developments and brownfield modifications. Asset Solutions is home to established well-engineering capabilities and combines this with its operations experience as duty holder, Pipeline Operator and/or Well Operator services (whereby the Group takes full responsibility for managing its clients' pipeline, well infrastructure and/or wider asset operations, including responsibility for the safety case of that specific infrastructure or asset). Asset Solutions is also a market leader in the decommissioning of offshore oil and gas assets, with large reimbursable cornerstone projects in this high-growth market. In providing these services, the Group relies on contractors, vendors and sub-contractors.

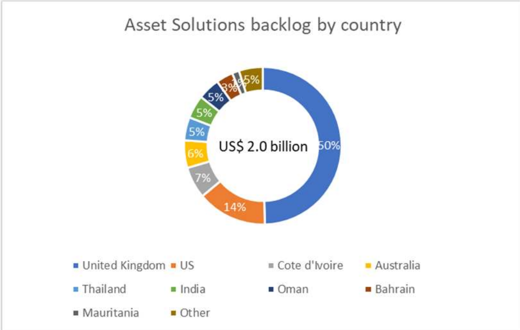
Asset Solutions is differentiated from its competitors through the ability to provide its clients with fully integrated solutions (including wells, facilities and pipelines) and has a growing track record in providing these integrated services, which has included projects delivered in the UK for a global oil and gas company. Asset Solutions has two current integrated services projects: the decommissioning of the Northern Endeavour Floating Production, Storage and Offloading ("**FPSO**") in Australia and the decommissioning of 12 platforms, 211 wells and 32 pipeline segments, as well as the provision of associated operations and logistics services, in the United States.

Asset Solutions also provides training services to clients' personnel. The majority of Asset Solutions' services are carried out on a reimbursable basis (89 per cent. of Asset Solutions revenues in 2023), whereby costs incurred are charged to the client together with a fixed (or a variable KPI-based) margin. These arrangements often include incentive income linked to the successful delivery of performance targets. Asset Solutions contracts typically have a duration of three years or, in the case of "duty holder" arrangements, the contract duration is often for an indefinite period. Asset Solutions also provides services to certain clients under framework or master services agreements, under which the client can call off the services of the relevant contracting entity as and when required.

During 2023, Asset Solutions maintained its core 40 per cent. market share in the UK and a renewal rate of 80 per cent. for operations and maintenance contracts. Internationally, it continued to leverage its UK centre of excellence and expanded its operations with new awards in new – and within existing – geographies.

For the year ended 31 December 2023, Asset Solutions reported revenue of US$1.4 billion (58 per cent. of Group revenue), Business Performance EBIT of US$2 million and Business Performance EBITDA of US$13 million.

As at 31 December 2023, Asset Solutions Backlog was US$2.0 billion, as set out in the following charts:



For the six months ended 30 June 2024, Asset Solutions reported revenue of US$637 million (51 per cent. of Group revenue), Business Performance EBIT of US$(8) million and Business Performance EBITDA of US$(2) million. As at 30 June 2024, Asset Solutions Backlog was US$2.3 billion.

New order intake for the six months ended 30 June 2024 was US$0.9 billion.

As at 30 June 2024, the Asset Solutions division had approximately 4,100 employees.

Services and capabilities

The Asset Solutions segment manages and maintains client operations, both onshore and offshore, providing services across the full life cycle of energy infrastructure.

- ***Modifications*** – the Group supports clients to give ageing assets a new lease on life through subsea tiebacks and other modifications which repurpose existing infrastructure from traditional to new energy production, including hydrogen and electrification. With no requirement to build new platforms, subsea tiebacks and the repurposing of existing infrastructure significantly reduces costs, delays decommissioning and reduces emissions. Other major modification projects include topside activities (for example, the building of new living quarters on an asset) and facilities upgrades.

- ***Operations and maintenance services*** – the Group has over 26 years' operations and maintenance experience, supporting over 100 assets globally. The Group's operations and maintenance services provide clients with fit-for-purpose solutions designed to increase production, optimise efficiency, reduce operating expenditure and lower oil and gas lifting costs, with the goal of increasing economic viability and extending the life of its clients' assets. These capabilities support topsides, jackets, subsea, pipelines and terminals, fixed and floating assets. Services depend on the needs of each client and range from the provision of competent and skilled labour to fully integrated operations, maintenance and engineering services, as well as discrete operations and maintenance, services such as asset register construction to ISO standards, execution, optimisation, spares management, equipment obsolescence and decommissioning. The Group also pioneered the duty holder model and is duty holder on 12 installations globally. Under the model, the Group manages the asset on behalf of the asset owners, which are typically finance-based institutions that lack the necessary internal capabilities to operate and manage such assets. Finally, through its Technical Solutions, Asset Solutions supports clients with facilities engineering, modifications management, asset integrity, process safety, performance improvement, technical verification/assurance, change management, condition monitoring, reliability/maintenance, maintenance optimisation and implementation of digital tools.

- ***Asset management services*** – the Group's asset management services comprise its performance consulting, technical consulting and managed service capabilities. Performance consulting includes collaborating with the client to identify asset performance challenges and solutions (including performance benchmarking against key standards, and operational readiness). Technical consulting capabilities support development of asset performance programmes, including strategy and decision-making, people and organisations, systems and processes, risk and compliance, physical assets and performance. Managed service capabilities provides people, functional support and supervision to implement the strategies identified through performance and technical consulting, including the provision of its maintenance and reliability, condition monitoring and Computerised Maintenance Management System services.

- ***Well-engineering*** – the Group's well-engineering offering provides a comprehensive range of outsourced well project management and well-engineering services across the entire well life cycle, including exploration and development of new resources, maintaining and maximising value from the developed assets, and assuring integrity and enabling clients to prepare for decommissioning by plugging and abandoning wells and leaving them safe and secure for the future. These services cover well engineering, well project management, consultancy services, well abandonment, and well engineering personnel. These well-engineering services are supported by Turus, the Group's proprietary web-based project management system, to enable efficient and auditable project delivery. The Group can also undertake the role of well operator, taking full responsibility for the monitoring and management of wells.

- ***Late-life asset management and decommissioning services*** – the Group's late-life asset management capabilities provide clients with range of services to support the late-life and decommissioning phases of the asset life cycle, including studies and production enhancement activities, brownfield engineering and operations to plan for and undertake well plugging and abandonment supporting decarbonisation. These services focus on cost management (including capital and operating expenditure) and health, safety, security and environment ("**HSSE**") matters, as well as asset integrity and preparatory works for decommissioning, which can be delivered as single, discrete activities or integrated into a complete managed solution such as the Group's innovative duty holder model. Through its strategic partnerships, the Group also provides removal and waste disposal services.

For the six months ended 30 June 2024, the Asset Solutions operating division's performance reflected the rebalanced portfolio following the robust order intake during 2023, with new awards in their initial stages, coupled with the completion of certain contracts. The Group continued to leverage its UK centre of excellence and expanded its operations with awards in new, and within existing, geographies. The Asset Solutions operating division secured US$0.9 billion of awards and extensions in the first half of the year (2023: US$0.9 billion), representing a book-to-bill (the ratio of new order intake secured relative to the revenue recognised for a specified period) of 1.4x. These included an operations contract from Turkmengas at the Galkynysh Gas Field, in Turkmenistan; a technical services contract by GEPetrol in Equatorial Guinea; an EPC contract extension with Onegas; and a maintenance and engineering contract extension with bp.

Asset Solutions entered into a number of strategic alliances with leading technology providers, as momentum in its four focus areas of offshore wind, CCUS, hydrogen and waste-to-value continues to increase. In the year ended 31 December 2023, Asset Solutions delivered a book-to-bill of 1.1x for the year, with each of the service lines continuing to deliver growth. The Group has dedicated teams that provide the full range of consultancy, pre-FEED and FEED-based services supporting both E&C and Asset Solutions. These services reinforce the full "life of asset capability" within Asset Solutions and support the Group's customers in identifying, evaluating, developing and enhancing their assets. The ability to integrate this consultancy with the Group's strong operations knowledge and EPC execution capability is unique in the industry. The Group executed 35 pre-FEED and FEED studies in 2023 (2022: 39), which supports its positioning over the medium term to secure EPC and other execution phase work as projects reach final investment decision.

In the year ended 31 December 2022, Asset Solutions delivered a book-to-bill of 1.2x for the year, with each of the service lines continuing to deliver growth. Asset Solutions maintained its core 40 per cent. market share in the UK and a renewal rate of 80 per cent. for operations and maintenance contracts. Internationally, Asset Solutions expanded its operations into new – and within existing – geographies with awards across each of the service lines, including further expansion in the ETP sector. In mature basins, clients increased their focus on late-life and end-of-life asset management strategies, seeking to extend the productive life and maximise the value from their assets. As a result, Asset Solutions saw strong growth in its Wells and Decommissioning business, with significant contract awards in Australia and the Gulf of Mexico. The Group's ability to provide a one-stop shop has led to multiple integrated decommissioning projects which showcased its duty holder services. In new energies, the Group entered into a number of strategic alliances with leading technology providers, as momentum in its four focus areas of offshore wind, CCUS, hydrogen and waste-to-value continues to increase. The Group executed 39 pre-FEED and FEED studies in 2022, up from 18 in 2021.

In the year ended 31 December 2021, operational performance for Asset Solutions in 2021 was strong, with growth across each of its service lines (Asset Operations, Asset Development, and Wells and Decommissioning). Engineering, procurement and construction activity on the Asset Developments project portfolio progressed well, overcoming challenges presented by the COVID-19 pandemic, with a notable increase in activity levels on several projects in the MENA region. Activity in Asset Operations increased, particularly in the UK, due to healthy order intake and the recovery from fewer people working offshore in 2020 as a result of the pandemic. In the US, the Group's subsidiary W&W, which provides field maintenance and production services in the Permian basin, recovered quickly from the downturn, delivering results in the fourth quarter of 2021 above its pre-pandemic levels. The volume of work in new energies sectors, including carbon capture and storage, hydrogen, waste-to-value and offshore wind increased markedly from 2020, with Asset Solutions executing 16 contracts, predominantly pre-FEED and FEED studies, up from two contracts in 2020.

New orders awarded in the year ended 31 December 2023 totalled US$1.6 billion and included the following:

- entry into a three-year extension of an FPSO operating contract in Thailand for Valuera;
- expansion of the decommissioning scope of a contract in the Gulf of Mexico;
- entry into an integrated services renewal contract for Life of Fields, UKCS for NEO;
- entry into a contract for three years of integrated services in Africa for CNR; and
- entry into new energies contracts, including entry into a FEED contract for the Zallaf refinery in Libya and a contract for the implementation approach for an IOC asset transition in Equatorial Guinea.

Competition

For operations and maintenance services, the Asset Solutions segment competes against a range of international and local companies. Typically, in mature markets like the UK Continental Shelf, if the services are less differentiated, such as labour provision, then Asset Solutions competes with smaller "local" competition, including smaller "tier 2" competitors. The more complex or integrated the services, the more common it is to compete against international companies such as John Wood Group PLC.

Due to a number of factors, including a lack of resources or capability within client organisations, there is a growing trend of operations-based services becoming much more integrated (such as services that include both O&M and an element of engineering). These integrated services are much more complex and therefore the competitive environment is much more limited. In pure engineering services, which includes services that are not integrated with operations, Asset Solutions faces competition ranging from full-service engineering companies, such as KBR Inc., John Wood Group PLC, WorleyParsons Ltd, Aker Solutions ASA and Jacobs Engineering Group Inc., and this service line has experienced significant consolidation over recent years. Asset Solutions also competes with specialist engineers such as Genesis Oil, Gas Consultants Ltd., Xodus and Advisian, who focus on specific sectors and provide niche services.

In well engineering and decommissioning, competitors include Exceed, Elemental, Energy 360, and Zenith. The well operator and decommissioning area is less competitive due to the systems, tools and high-level expertise required of suppliers.

Integrated Energy Services – IES

The IES segment provides an integrated service for clients, deploying the Group's capabilities using a traditional upstream investment model to operate the sole asset in the portfolio, Block PM304 in Malaysia's offshore Cendor field.

IES projects cover upstream developments (both greenfield and brownfield), related energy infrastructure projects, and can include investment. IES's operations are now focused on a sole asset in the Asia Pacific region, following its exit in recent years from historical operations in the UKCS, North Africa and Mexico.

The Group's strategic IES priority continues to be to manage the IES portfolio to maximise value, including by reducing capital intensity to focus on E&C and Asset Solutions operating activities. Following the completion in November 2020 of the sale of the Group's remaining 51 per cent. interest in its IES operations in Mexico, in addition to the sales of the Group's interests in the Greater Stella Area development in the UK North Sea and the Chergui gas concession in Tunisia in prior years, Block PM304 in Malaysia's offshore Cendor field is its single remaining material IES asset.

For the year ended 31 December 2023, IES reported revenue of US$121 million, Business Performance EBIT of US$34 million and Business Performance EBITDA of US$90 million.

For the six months ended 30 June 2024, IES reported revenue of US$49 million, Business Performance EBIT of US$6 million and Business Performance EBITDA of US$31 million.

As at 30 June 2024, the IES division had approximately 200 employees.

Services and capabilities

IES was established in 2011 to provide services using a range of commercial frameworks, including PECs and traditional equity upstream investments such as PSCs and concession agreements. Following a series of asset divestments, IES operations are limited to a single production sharing contract ("**PSC**") in Malaysia. This is an equity upstream investment, where the arrangements require that the Group take a direct interest in the production of a field and, as a result, Petrofac has direct production and commodity price exposure. The Group uses derivative hedging instruments to address such exposure, as needed.

PM304 PSC

The Group's primary IES asset as at 30 June 2024 is the PSC for Block PM304 in Malaysia, which commenced in 2004 and is expected to complete in 2026; with an extension currently assessed as unlikely.

For the six months ended 30 June 2024, net production was 525 thousand barrels of oil equivalent (kboe) (2023: 640 kboe), reflecting a decrease in production in line with expectations.

In the year ended 31 December 2023, net production for the year was maintained at 1,260 kboe in 2023 (2022: 1,261 kboe) mainly due to strong reservoir management and excellent facilities performance coupled with stabilisation of water production in East Cendor and revival of high water cut wells in Cendor. In addition, the Irama well continued to produce at zero water cut for the full year.

The average realised oil price for Block PM304 decreased by 17 per cent. to US$93/boe in 2023 (2022: US$112/boe).

Business Acquisition

The Group-wide business acquisition function is organised regionally (Americas, Europe, Middle East, Africa, and Asia Pacific). Petrofac's business acquisition staff are focused on dedicated win strategies for target prospects and pay particular attention to new geographies to understand potential business volume, market criticalities and subsequent execution strategies for new opportunities. Petrofac is seeing increased client requests to facilitate financing, along with traditional EPC solutions, which ensure availability of funds for project execution.

Petrofac has reinforced its focus on robust opportunity selection and business acquisition discipline to support the quality of its Backlog. Its sales teams identify potential opportunities within their regions with the best chance of success through technical capability, relationships, local content delivery and competitive pricing, while ensuring that Petrofac maintains targeted margins, and track project development. Potential EPC opportunities are usually identified, and preparation for bidding can begin, several years in advance of the relevant project's commencement. For those projects selected, the business development teams will express Petrofac's intention to bid, and in many instances, particularly for the large LSTK projects, undergo a client pre-qualification process to demonstrate the Group's experience and financial stability. On receipt of a permission to bid, technical and commercial proposals are prepared, submitted to the client, and following assessment, clarifications and final negotiation with the client, Petrofac may be awarded the project.

All potential opportunities go through a "stage-gate" screening and approval process, involving key personnel from Petrofac's business development function, operations teams and Senior Management. Although most new opportunities are competitive bids, Petrofac distinguishes its client offering by proposing multiple delivery models (e.g., FEED competition leading into an EPC, renewals of operations and maintenance contracts). The Directors believe that the Group's proactive marketing and bidding approach strategically best positions it to convert potential opportunities into new business.

Corporate Responsibility and Environmental, Social and Governance ("ESG") Framework

The Directors believe that corporate responsibility is a practical demonstration of Petrofac's core values that underpins the Group's purpose and governs how it operates: to be driven, agile, respectful and open. These core values are superseded only by the Group's unyielding commitment to safety and ethical behaviour across its operating activities and in its stakeholder relationships. The Group has implemented a range of corporate responsibility initiatives that are aimed to help it to (1) deliver sustainable value to its stakeholders, (2) maintain strong employee engagement, (3) bid for challenging projects, (4) optimise the performance of its assets, (5) operate safe and secure projects and (6) manage its risks.

The Group's ESG framework is underpinned by its Sustainability Strategy, which was launched in 2020. This approach aims to enable the Group to be a force for good while discharging its responsibilities to all stakeholders, structured around three pillars:

- ***Environment*** – ensuring that Petrofac minimises its own environmental impact, as well as helping its clients to achieve their lower-carbon ambitions.
- ***Social*** – promoting safe local delivery of the Group's projects and services, drawing on ethical supply chains, building a diverse workforce, and helping to address the skills gaps that will support a just transition.

- ***Governance*** – underpinning everything the Group does with clear, consistent standards of ethical behaviour, bound by rigorous compliance and governance.

The Group has aligned its Sustainability Strategy with the seven United Nations Sustainable Development Goals that are most relevant to Petrofac's business. Petrofac is also a signatory of the UN Global Compact. Petrofac aims to work in partnership with its stakeholders to progress strategies that improve health and wellbeing, reduce inequality, tackle climate change, and preserve biodiversity – while championing a low-carbon economy and enabling economic growth.

The following table sets out the Group's targets for each pillar, including a commitment to reduce the Group's Scope 1 and 2 emissions to Net Zero by 2030, and to achieve 30 per cent. of women in senior roles by 2025.

	Petrofac Strategic Goals	UN Sustainable Development Goals	Material Issue	Petrofac Target
Environment	Minimise Petrofac's environmental impact	7 – Affordable and Clean Energy 12 – Responsible Consumption and Production 13 – Climate Action	Addressing climate risk and resilience	Net Zero by 2030
			Spill prevention and response	Zero pollution
			Promoting a circular economy[1]	Circular economy adopted by all sites
Social	Inform, educate and engage	3 – Good Health and Well-Being 5 – Gender Equality 8 – Decent Work and Economic Growth	Sector-leading health and safety	Zero harm
			Enhancing diversity and inclusion	30 per cent. women in leadership roles by 2025
			Respecting human rights	All third parties screened for human rights
			Optimising in-country value[2]	Sector-leading local delivery
Governance	Embed integrity, transparency and trust	5 – Gender Equality 16 – Peace, Justice and Strong Institutions	Embedding ethical values and behaviours	No regulatory non-compliance
			Enhancing transparency, governance and disclosure	Full compliance with Task Force on Climate-related Financial Disclosures

Notes:

(1) Circular economy priorities – designing out waste (including single-use plastics), optimising use (including by using materials for longer) and recycling more.

(2) In-country value strategy focuses on nationalisation, supply chain capacity building, sourcing goods/services, and investing in local communities.

The Group's strategic goals and targets have been developed in light of its varied stakeholder relationships, including clients, shareholders, employees, communities, partners, supply chain participants, governments and non-governmental organisations. Across the Group's efforts to develop its priority ESG goals and targets, it has consulted with over 60 stakeholders from these key groups.

Environmental

As an energy services company that designs, develops and operates large-scale facilities, Petrofac's business is inextricably linked to environmental considerations. This includes energy and climate change concerns and the risk of environmental incidents, as well as the environmental performance of its operations. It also includes the requirement from clients to help reduce the carbon intensity of their facilities and operations, as well as the ETP delivery unit. Looking to the future, it includes Petrofac's role in the global energy transition.

In 2020, the Group launched a new Sustainability Strategy, and the commitment to reach Net Zero[14] in Scope 1 and 2 emissions[15] by 2030, and worked to influence the Group's supply chain to set their own reduction targets. To achieve this, the Group will focus on three areas:

- Enable – encourage the Group's staff to be Net Zero advocates and support its clients, partners and suppliers in achieving their lower-carbon ambitions;
- Reduce – cut the Group's emissions by implementing energy efficiencies, optimising its operations and methods of construction, and reducing flaring and venting; and
- Transform – switch to renewable energy, phase-in hybrid and electric vehicles on site, and fit smart building technology in the Group's offices to maximise energy efficiency.

In 2023, the Group continued its efforts to understand and quantify the true source and scale of its Scope 3 emissions. More significantly, the Group stepped up the focus on its downstream Scope 3 emissions – and, more specifically, the total life cycle emissions of the facilities it designs and builds on behalf of clients. To this end, the Group developed an emissions forecasting tool to model and predict the emissions over the entire lifetime of an energy facility. By the close of 2023, the Group had reached the minimum viable proposition (MVP) stage, ready to trial and develop a fully production-ready version in 2024.

The Group's goal is to manage the environmental risks of its projects and operations effectively, optimise its use of resources, and minimise its environmental impacts. Since 2020, the Group has already successfully reduced its emissions by approximately 30 per cent. Increasingly, the Group is adding low-carbon, clean fuel and decommissioning projects into its portfolio, thereby helping its clients decarbonise. The Group also focuses on waste management, governed by its Waste Management Standard with duty of care as a basic principle focused on designing-out waste in projects, optimising re-use and increasing recycling.

Task Force on Climate-related Financial Disclosures

The Group is committed to supporting the recommendations of the Task Force on Climate-related Financial Disclosures ("**TCFD**") and, in 2023, issued its third climate response report outlining the progress made against the recommendations. The Group also built on this programme, integrating it further into its existing risk and governance processes and incorporating the TCFD good practice recommendations from the Financial Reporting Council:

- ***Governance*** – climate change is seen as a material governance and strategic issue for the Group. It is periodically addressed by the Board through strategy and investment discussions, enterprise risk management, and performance reviews against the Group's commitments. Day-to-day governance is delegated to the Sustainability Steering Committee, which is supported by the TCFD Working Group, and the Audit Committee.

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14 Net Zero: no net increase in greenhouse gas emissions to the atmosphere as a result of greenhouse gas emissions associated with Petrofac's activities, where residual emissions will be offset by carbon credits.

15 Scope 1 (direct emissions e.g. production processes) and Scope 2 (indirect emissions e.g., energy purchased).

- ***Strategy*** – focus on (i) improving performance, through the Net Zero carbon strategy, (ii) mitigating risks, including understanding and addressing climate-related risks, (iii) pursuing opportunities, including helping clients achieve their low-carbon ambitions, including through the Group's ETP delivery unit and (iv) engaging publicly, with government and other stakeholders.

- ***Climate risk management*** – focus on (i) regulatory risk, including the evolving policy landscape, (ii) market-related risk, including development of management strategies, (iii) reputational risk, including evolving sustainability strategies, strengthening ESG reporting and enhancing the compliance culture and (iv) physical risk, including enhancing climate resilience and potential for extreme weather-related disruptions. Climate-related risks are classified according to the TCFD's risk management framework.

- ***Metrics and targets*** – focus on (i) becoming a Net Zero company, through Paris-aligned targets and decarbonisation goals, (ii) setting granular climate-related targets across the business and (iii) supporting the Group's supply chain.

Social

As a service business, it is the Group's people, their attitude and their skills that set it apart from its competitors. The Group is therefore committed to building a diverse workforce, which is representative of the communities in which it operates, while developing all of its people, keeping them safe, and looking out for their wellbeing.

Wherever the Group operates, it is committed to creating shared value, by engaging with local communities, investing in local supply chains, employing local people, and stimulating local economies. As well as being the right thing to do, the Group sees the creation of ICV as a source of competitive advantage, helping the Group to operate globally and bid on challenging projects, while benefiting from the economies of delivering locally. Because the Group operates in challenging environments, where the rights and welfare of workers can sometimes be at risk, the Group is committed to protecting human rights throughout its business operations and extended supply chain, ensuring that everyone who works with and for Petrofac is treated with respect, fairness and dignity. Petrofac publishes annual Modern Slavery Act Statements, which detail its ongoing work and strategic priorities in upholding and advancing human rights throughout the Group's business operations and extended supply chain. The Group's seventh annual Modern Slavery Act Statement was published in June 2023.

Safety

Across Petrofac, the Group's aim is for zero safety incidents, as reflected in the name of its Horizon Zero global safety campaign. The Group sees this as an entirely realistic and achievable goal and is proud that, much of the time, it lives up to it. To maintain its performance, in 2022 the Group rolled out a refreshed health, safety, security, environment and asset integrity ("**HSE**") strategy, which is based around five pillars:

- Leadership: the shadow you cast.

- Employee engagement: greater engagement, fewer incidents.

- Contractor management: consistency and performance driven.

- Training: formalise, simplify, and standardise, with a refreshed learner experience.

- Compliance: do it right, first time.

These pillars define the Group's future actions and initiatives and position the Group as the partner of choice for its customers. The new HSE strategy has delivered an improvement on an already strong performance, along with a re-energised approach towards health and safety.

Tragically, the Group reported one fatality in 2023. The incident, involving one of the Group's contractors, occurred in Thailand on the Sriracha Refinery project. The incident was investigated in detail and reviewed separately by the Board senior management and lessons learnt were fed back into the Group's ongoing safety programmes.

Across main indicators, the Group's 2023 performance was broadly comparable with the previous year and well ahead of industry norms.

Lost time injury (LTI) frequency rate increased slightly to 0.021 per 200,000 work hours in 2023 (2022: 0.018). Recordable incident frequency rate increased slightly to 0.107 per 200,000 work hours in 2023 (2022: 0.094).

The slight increases mirrored an equivalent upward trend across the wider industry. However, there was a continued decrease in the overall severity of workplace injuries, with most incidents being classed as minor – typically involving cuts, scrapes, trips and falls.

In line with Petrofac's wider digital transformation programmes, the Group has introduced a number of digital and mobile tools. For example, all employees are given access, via their mobile phones, to real-time safety performance, which is available at the project, country, and business unit levels. Additionally, the Group has developed a mobile app, available to all employees, enabling them to report any safety observations, both safe and unsafe, via their mobile phones. The Group has also supplemented many of its In-Vehicle Monitoring Systems (IVMS) with a mobile app, available to all employees. As well as keeping track of their driving behaviour, allocating a score, and providing personalised road safety advice, this app enables employees to see how their driving performance compares to that of their colleagues.

The Group's strong focus on employee health and wellbeing continued in 2023, with initiatives including delivering several all-employee health webinars and internal campaigns covering both physical and mental health and internal campaigns such as: The Step Challenge, Know Your Numbers Campaign, Sharjah Family Health Day, World Happiness Day, Health and Safety Day stretching programme, Heat Stress, a blood donation campaign, and a flu awareness campaign. In addition, the Company Doctor runs an online Wellness Wednesday programme for all employees. A campaign was also launched to ensure that all onsite employees have a regular medical examination, and everyone is encouraged to participate in exercise and fitness sessions, such as yoga and cycling. The Group has also extended its mental health awareness initiatives.

Asset integrity

The Group is committed to designing, building and operating assets that are safe, reliable and meet or exceed their specified purpose. Key to this is the Group's Asset Integrity Framework, which enables it to take a structured and consistent approach to integrity across all Group operations. As the Group often operates ageing assets, it is particularly important for the Group to take a rigorous approach to asset integrity management. Asset Solutions is responsible for managing and ensuring the integrity and extending the field-life of nine operating assets. The business has a proven track record of not only protecting its clients' investments, but also creating upside and value on assets through cost reduction and deploying services such as additional production and life-extension services.

In line with this approach, the Group maintains active focus on managing process safety hazards, reducing high-potential incidents ("**HiPos**") and those incidents that involve process safety procedures, resulting in one HiPos in 2023 (2022:nil; 2021:nil). In 2023, the HiPo took place at the Ain Tsila field in Algeria and involved a fractured pipe during a commissioning test. Given that this could have had escalating process safety-related outcomes, a full investigation was initiated, and the lessons learnt will be fed back into the wider Group in 2024.

The Group continues to review and enhance its approach to asset integrity and assurance. Priorities going forward relate largely to the digitalisation of the asset integrity processes and the full delivery of the related platforms. By integrating big data into the audit programmes, it should become easier to target assurance activities based on a more accurate understanding of asset condition.

Security and crisis management

Petrofac works in challenging environments with fast-changing and complex security issues. The Group's aim is to protect its employees and assets in a responsible manner, and to prevent any security-related disruption. The Group's security and crisis management team is closely integrated into the wider HSE community. The Group's Security Policy sets out the responsibilities of the Petrofac Senior Management team and its business units and, with regard to crisis management, the Group aims to operate to the same standard as ISO22301:2019.

Given rapidly evolving cybersecurity risks and to support Petrofac's wider digitalisation initiatives, cybersecurity and data protection continued to be areas of focus. The Group has adopted a defence in depth approach to cyber security, leveraging multiple layers of security controls to protect its assets. Increasingly, the Group's cybersecurity disciplines and protections are audited by clients and regulatory bodies, and in all such cases, the Group has met or exceeded requirements.

During 2023, the focus was to embed a culture of continuous improvement in the Group's cybersecurity practices and protections. Recognising the significance of cloud security, the Group implemented further measures to fortify its cloud infrastructure, including strengthening various controls and conducting regular security assessments to identify and address any vulnerabilities. Meanwhile, the Group continued to align its information security management practice with the ISO27001 standard and other best practices and was successfully was certified to ISO27001:2022 in January 2024.

Related initiatives included:

- Extending and enhancing the Group's internal awareness programmes, drawing attention to potential threats and how best to thwart them.
- Adding artificial intelligence capabilities to the Group's cybersecurity controls.
- Continuing to run regular vulnerability assessments, penetration tests and Red Team exercises.

Cybersecurity remains a key priority in all of the Group's digitalisation initiatives, and the Group ensures that appropriate security protection is embedded from the initial idea and conceptual phases.

People

The Group's human resources model is based on the principle of "making Petrofac a great place to work", which is supported by the following pillars: treating people fairly and with dignity, developing people, rewarding people, mobilising people, and enabling people via technology.

The Group has continued to make progress with diversity and inclusion, building from its strong record of diversity in terms of ethnicity, including employees from more than 85 different nationalities. The Group had set a target of 30 per cent. senior roles filled by women by 2025, which was achieved by the end of 2023, with 30.5 per cent. of women in senior roles. The Group also made progress on its comprehensive diversity strategy, with a particular focus on building the Group's pipeline of female leaders and setting targets for local nationals. Other initiatives to support the Group's people include sponsoring a Master's Programme in Engineering Management at the American University of Beirut and supporting career development through the Petrofac Academy, with more than 1,500 graduates from a diverse gender and nationality base recruited since its launch. The Group also has established employee networking groups, which include the Women's Group, SHINE, an LGBTQ+ Group, called Pride, ASPIRE for developing professionals and EngAge for employees in the latter stages of their career.

Community engagement

The Group's approach to community engagement is governed by the Petrofac Social Performance Framework. Its aim is for local communities in which the Group works to benefit from its presence by helping them to be more prosperous and engaged with the Group's work. In particular, the Group looks to engage with local stakeholders to understand and manage the social impacts of the Group's business, address their concerns, and maximise the benefits through community development. The Group's work is focused on local capacity building and strategic corporate giving initiatives targeting improved access to education as well as the employability of people from marginalised groups.

The Group is committed to creating shared value by supporting local supply chains, employing local people, developing local capabilities, and stimulating local economies.

In 2023, Petrofac purchased approximately US$764 million worth of goods and services, and supported over 22,700 jobs as a result of the projects delivered. The proportion of locally sourced goods and services increased to 47 per cent. in 2023 up from 32 per cent. in 2022. This reflects Petrofac's continued work to source more local goods and services, along with efforts to build the capability of its chain and invest in its local presence.

The Group continues to strengthen its ICV programmes, extending its collaboration with local communities, supply chains and governments to nurture and grow sustainable economies and create shared value.

Human Rights

The Group strives to protect and respect human rights throughout its business operations and extended supply chain. The Group's commitments are set out in its Code of Conduct and the Group works in accordance with its Social Performance Framework, the UN Guiding Principles on Business and Human Rights, and the Fundamental Conventions of the International Labour Organization. The Group is also proud of its long-term commitment to the UN Global Compact and discloses annually its progress against the Global Compact's Ten Principles.

Each year, the Group assesses its operations for human rights issues and takes a risk-based approach to addressing any incidents of modern slavery related to forced and bonded labour, worker welfare infringements and other labour rights abuses. This review is detailed in the Group's annual Modern Slavery Statement, published in accordance with the UK Modern Slavery Act 2015, which outlines the steps taken to enhance its corporate responsibility to respect human rights. In 2023, there were no incidents of modern slavery or human rights violations reported through the Group's auditing or internal incident reporting mechanisms.

The Group has embedded human rights protections in its Code of Conduct. Ongoing activities include building capacity to ensure compliance, including enhancements to the labour rights screening process within the Group's vendor management system, assurance audits, collaborating on good practice through the Group's engagement with industry and other stakeholders, such as the Building Responsibly Group of engineering and construction companies, and operating in accordance with the Voluntary Principles on Security and Human Rights, including making adherence a prerequisite in selection of security providers.

Governance

As a key stakeholder and a significant part of the supply chain in the industries and countries in which the Group operates, the Group must uphold the highest standards of integrity, transparency and trust. The Group recognises the responsibility and opportunity it has to enable and model ethical behaviours, and the Group takes this commitment seriously and continues to invest in its people and processes to ensure that it lives up to it.

The Group's compliance framework utilises a three lines of defence approach, with each line forming a feedback loop that informs improvement:

- ***Leadership & people*** – comprising the Group's largely new, proactive and engaged board and Compliance & Ethics Board Committee, which includes relevant remediation experience following historical compliance issues, and proactive efforts to drive and enforce a cultural shift, which includes recruitment of better empowered and more qualified personnel for key roles across the business.

- ***Processes & controls*** – including the enhanced control framework, following a re-examination procedure utilised to proactively manage the Group's risk profile, as well as the active oversight role played by the Group Risk Committee, as further described under "—*Risk Management*" below.
- ***Assurance*** – comprising the Group's assurance functions, which include a renewed investigations function led by an experienced leadership team and specialist investigators, an investigations triage committee to support effective reporting to the board of relevant investigation matters, and the Group's internal audit capabilities, which report through the finance function to the Audit Committee. The Group's assurance function also utilises third-party monitoring and review where appropriate and to assess the Group's assurance capabilities.

Over recent years, the Group has put significant effort into reinforcing the importance of ethical behaviour to its people and has invested considerably in related teams, systems and processes. To help the Group monitor its performance and scrutinise its approach to compliance, it retained the services of the specialist law firm Feeh, Sporkin & Sullivan to act as a key part of its assurance processes.

To ensure that everyone who works with and for the Group is aware of its Code of Conduct, the Group continued its ongoing training and communications programmes. The Group promotes a "Speak Up" culture and any employee is encouraged to report any suspected breaches of the Code of Conduct through the Group's whistle-blowing programme. If anyone has any concern that the Group's Code of Conduct is not being followed, the Group wants it to be easy for them to Speak Up, without any fear of reprisal or retaliation, and for any such allegation to be effectively investigated and acted upon.

Ethical behaviour and compliance

The Group has an established compliance function, established prior to listing on the London Stock Exchange in 2005. In recent years, Petrofac has taken steps to further enhance its compliance programme pursuant to global best practices. Since 2017, these have included establishment of a Compliance & Ethics Board Committee, creation of a senior compliance leadership team based in Sharjah with dedicated engagement officers in each major operational centre, increased compliance staffing, technology investment and independent review processes. In 2018, the Group undertook a review of, and made further enhancements to, its risk-based financial controls framework. Procedures include control of operating requirements within the business and financial due diligence prior to vendor engagement, and the operating effectiveness of the Group's financial controls framework is evaluated on a semi-annual basis.

In 2020, the Group undertook a restructure of its compliance function team to reflect the Group's areas of emphasis: communication and training, trade compliance, evaluation and monitoring, due diligence, investigations, systems and processes, and contracts compliance. The Group also made a number of new appointments, including the recruitment of three seasoned, senior-level specialists: a new Investigations Director, a Trade Compliance Manager and a Due Diligence Manager.

As part of this functional restructure, the Group also selected a number of compliance focal points. These are senior compliance team members who, aside from their day-to-day operational responsibilities, have a remit to work closely with the leadership team of a given business unit, act as a champion for compliance and provide support and problem-solving advice.

Following an extensive review process in 2019, the Group's revised Code of Conduct was rolled out at the start of 2020. Available in electronic and printed formats, this has so far been produced in Arabic, English, French, Hindi, Malay, Russian, Spanish, Thai and Turkish. To reflect its importance, this revised Code of Conduct was given a high-profile launch led by the Chair, with the full Board and key members of the global leadership team in attendance. The Group is continuing with its ongoing training and communications programmes to ensure that everyone who works with and for the Group is aware of the Code of Conduct. Employees are required to complete a Code of Conduct e-learning module annually. The Group also introduced a quarterly Lessons Learnt bulletin for all employees, drawing on reported breaches of the Code of Conduct, how they have been addressed, and guidelines for how to behave in challenging or ambiguous situations. Meanwhile, to complement the communications and frequent messaging from senior leadership, the Group continues to focus on fostering more openness among managers and their direct reports, especially those working in higher-risk roles and locations.

The Group encourages reporting of any suspected breaches of the Code of Conduct. The Group conducts ongoing training to promote a strong and healthy Speak Up culture, reinforced by a top-down cascade to all employees on the importance of speaking up. With a dedicated resource in place, the compliance function has been further stepping up its wider communications and training activities, with a number of new initiatives launched to supplement the mandatory training programmes.

In recent years, the Group has taken steps to review its internal control processes and to implement remedial measures (including additional procedures and assurance activities) and enhanced training programmes for employees in both finance and non-finance functions. These steps follow prior year adjustments to the Group's financial statements for the years ended 31 December 2021 and 2022, as referenced in the independent auditor's report for the 2023 Consolidated Financial Statements and the Audit Committee report contained in the Group's 2023 and 2022 Annual Report and Accounts.

In addition, the Group has a Standard for the Prevention of Bribery and Corruption, which requires due diligence of all third parties working with or for Petrofac (including clients), the adherence to financial thresholds for gifts and entertainment and introducing simplified and more uniform processes. The Standard for the Prevention of Bribery and Corruption is under review for update by the Group in an effort to drive continuous improvement.

Additional continuing priorities include the launch of an improved due diligence platform, increased emphasis on compliance evaluation and monitoring, greater alignment with the business through Compliance Review Boards and further development of a new compliance risk assessment tool.

Tax transparency

Ensuring tax compliance and increasing tax transparency continue to be priorities for governments, regulators and businesses. The Group continues to monitor regional and global best practice, maintain membership of industry groups, and follow and provide input into tax policy development. It has set out its approach to management of taxation and related matters in its tax strategy and policy.

Risk Management

Petrofac believes that identifying and managing risks and opportunities is key to the successful delivery of the Group's strategy. The Group operates in challenging environments and understands that risks are an inherent part of its business. The Group's knowledge and insight, coupled with the right set of tools, help it to understand the factors that lead to risk and allow it to manage them effectively.

Petrofac's objectives for managing risk are:

- to create an environment which promotes the long-term sustainable growth of the Group;
- to articulate clear policy standards and deploy effective and efficient processes;
- to define clearly ownership and responsibilities for managing risk across the Group;
- to create a risk-aware culture across the Group by informing, training and motivating employees to consider risk within their day-to-day decision-making;
- to deploy effective risk management processes and controls across all business service lines; and

- to provide transparency on Petrofac's risk management approach to its Board and other key stakeholders.

Risk Governance Framework

Petrofac's system of risk governance comprises several committees and management processes that bring together reports on the management of risk at various levels. The governance process relies upon regular risk assessments conducted by the Group's divisions and functions, with the risk information from these assessments, consolidated into its principal risks.

Emerging risks are identified within the business planning cycle with a view to considering those risks that may have a material impact beyond its planning horizon. The list of principal and emerging risks is reviewed by the Group Executive Committee, endorsed by the Audit Committee and approved by the Board. Once approved, each principal risk is assigned to an executive owner who is accountable for coordinating the assessment, reviewing the adequacy of relevant internal controls, establishing a response plan and reporting of that risk. Depending on the category of the risk, the Assurance teams may be engaged to devise and support an effective assurance programme. The Board may also allocate a Committee of the Board whose area of expertise aligns with the relevant risk area to enhance the level of oversight.

The description below sets out the risk governance structure in operation, showing the interaction between the various risk review and management committees. Terms of reference are in place for each individual committee.

The Board

The Board retains ultimate responsibility for risk management, which includes establishing the Group's risk appetite, reviewing and approving the principal risks (i.e., those that might prevent the delivery of strategy or threaten the Group's continued existence) and reviewing and approving significant opportunities. The Board reviews risks at every scheduled Board meeting, focusing particularly on strategic risks and operational risks that may have a major impact on project execution.

Audit Committee

The Audit Committee is comprised of three Non-Executive Directors and assists the Board in discharging its risk management responsibilities. The Audit Committee's primary responsibility is to oversee the effectiveness of risk management systems; additionally, it has responsibility for reviewing principal risks, emerging risks and the Group's risk appetite, as well as oversight and ensuring integrity of the financial reporting process. Furthermore, the Board has delegated the responsibility of monitoring and reviewing the integrity and effectiveness of the Group's overall risk management and internal control systems to the Audit Committee. These responsibilities also require providing oversight and advice to the Board on the current risk exposures and assisting the Board with the definition and execution of an effective risk management strategy and has responsibility for oversight of the Group's policy governance framework. The Committee receives regular updates on risk management from the Group Risk and Audit teams. The external auditor also submits additional reports to assist the Audit Committee, and ultimately the Board, in their annual assessment of effectiveness of the risk management and system of internal controls. In reviewing each of the submitted reports, the Audit Committee considers how effectively risks have been identified; how they have been mitigated and managed; whether actions are being taken promptly to remedy any failings or weaknesses; and whether the causes of any failings or weaknesses have indicated poor decision-making, a need for more extensive monitoring, or a reassessment of process effectiveness.

The Group Executive Committee

The Executive Committee, amongst other responsibilities outlined in its Terms of Reference, is responsible for the effective operation of the Enterprise Risk Management ("**ERM**") framework agreed by the Board, including recommendation of Group policies and the Group's Delegated Authorities to the Board for approval. The Executive Committee reviews material new business opportunities and projects (including bid submissions, country entry, joint ventures, investments, acquisitions and disposals), and is responsible for making recommendations for effective management and mitigation of risk exposure.

Divisional Risk Review Committee

Each division has a Divisional Risk Review Committee, each chaired by that division's Chief Operating Officer. The Risk Review Committees review the risks and mitigation strategies in respect of new business opportunities or projects. Where required by the delegated authorities, these committees seek Executive Committee recommendation and Board approval for opportunities or projects. No proposal is presented to the Executive Committee without having first been reviewed and supported by the appropriate Divisional Risk Review Committee.

Group Risk Function

The Group Risk function maintains the Group's risk management system and is responsible for the development of policies and standards associated with risk management. The Group Risk function is also the custodian of the Delegated Authority of the Board of Director of Petrofac Limited and is responsible for reporting the Group's principal risks to the Executive Committee and the Audit Committee.

Other Group Functions

Assurance is provided to management, the Audit Committee, and the Board on risks by various Group functions. This is achieved by aligning the assurance functions – Compliance, Value Assurance, Finance Control, HSE and Cyber Security through principal risks.

Risk Management Framework

The Group's risk management framework is designed to underpin the Group's longer-term sustainability. It is based on the principles and guidelines of BS ISO 31000:2018 and encompasses the policies, standards, procedures, culture, behaviours, organisation design, systems and other aspects of the Group that, taken together, enable its effective and efficient operation. The framework supports the Board in exercising its overall responsibilities and to (i) regulate the entry by the Group into appropriate opportunities, (ii) develop the Group's understanding of the most significant threats to and opportunities for the Group, (iii) promote active management of risk exposures within its risk appetite and (iv) assist the Group in delivering business plan objectives and operational performance.

The Group's risk management framework comprises the following components:

- ***Risk Integration with key business processes*** – comprising the Group's vision, strategy and values; policies and standards; risk appetite and delegated authorities; Strategic planning/budgeting; Treasury/financial planning; Stage-gate reviews – business acquisition phase (Pre-award) and execution phase (post-award); project controls and management; procurement and vendor management; HSSE framework and Code of Conduct; risk management processes; risk review committees; the global insurance programme; and business continuity and crisis management policies and procedures.

- ***Risk management processes*** – including the Group's policies and procedures on risk identification, assessment, treatment, monitoring and reporting, supported by its communication and consultation and its assurance frameworks.

- ***Alignment with assurance functions via principal risks*** – Compliance, Value Assurance, Financial control, HSE and Cyber Security.

The Group's risk management framework is underpinned by its value and culture, ERM system (and other tools) and leadership, communication and engagement.

Petrofac continues to strengthen its risk management framework on a continuous basis. In 2022, the Group conducted internal and external reviews of the effectiveness of the ERM programme. Key areas for improvement identified were further integration and better alignment between project- and portfolio-level risk assessment procedures within the ERM programme and enhancing the second line of defence controls when evaluating the effectiveness of risk management inputs. The Group continued to address and enhance the Risk Management processes during 2023.

Principal risks report

The Group's principal risks report ("**PRR**") is intended to identify those risks that, given the Group's current position, could materially threaten the business model, future performance, prospects, solvency, liquidity, reputation, or prevent Petrofac from delivering its strategic objectives. The PRR is reported on a quarterly basis to the Audit Committee and the Board for their review. Principal risks are assessed and mitigated by risk panels, through cross-functional deep dives, and are classified in five broad categories: strategic, operational, legal & compliance, financial and people. Links with business planning enable establishment, tracking and reporting of risk appetite measures as part of the Group's performance management processes. Emerging risks, which are material risks that may become certain in the longer term, are also identified within the business planning cycle. Group's principal and emerging risks are reviewed and revised by the Board at least on a yearly basis.

Risk Appetite

The Group articulates its risk appetite through statements aligned with the Group's vision, purpose, business model and strategy. These are reflected in overall risk indicators linked to the Group's business plan. The risk appetite is operationalised through specific statements and indicators for each of the Group's principal risks. The Group's risk appetite is also reflected through the delegated authorities and Risk Review Committees which are embedded across the Group. The Board regularly reviews and updates its delegated authorities to clarify accountabilities and incorporate lessons learned.

Risk appetite is articulated in a variety of ways appropriate to the category of risk being considered. At the highest level, Petrofac's policy statements describe the risk-based approach to each category, while the Group has specific policy standards that describe acceptable controls and limits in more granular detail.

Employees

The following table sets out the Group's headcount as at the dates indicated:

	Six months ended 30 June		**As at 31 December**		
	2024	**2023**	**2023**	**2022**	**2021**
E&C	4,000	3,400	3,900	3,400	3,350
Asset Solutions	4,100	3,900	4,100	4,000	4,350
IES	200	200	200	250	250
Corporate	400	400	400	300	250
Total	**8,700**	**7,900**	**8,600**	**7,950**	**8,200**

Petrofac has a strong culture of employee engagement with its workforce throughout the world. In 2019, the Group established the Petrofac Workforce Forum ("**PWF**") to engage with and hold conversations with its workforce. The Workforce Forum comprises 12 employee representatives from across the Group, who were elected by secret ballot across a number of employee constituencies worldwide. The PWF enables the Board and the Executive team to understand the mood of the workforce, better understand their ideas, concerns, and perspective, ascertain what it is about Petrofac that motivates and engages them, plus allows the PWF to ask questions of the Board.

The Group also operates an annual global survey to formally and regularly monitor employee engagement levels across the Group, externally administered by an independent third party (Willis Towers Watson). Petrofac's "Sustainable Engagement" score (eight questions around employee satisfaction and engagement) has been as follows: 2021: 84 per cent., 2022: 86 per cent., 2023: 88 per cent. Improvement plans are implemented following each annual survey.

Petrofac is a signatory to industry collective agreements with trade unions in the United Kingdom. These agreements clearly define the roles and activities of the relevant parties and negotiations and agreements are carried out accordingly.

Intellectual Property and Information Technology

Intellectual Property and Digital Solutions

Petrofac has sought to secure rights in certain of its intellectual property to protect its brand and operation. The Group has registered the Petrofac name and droplet oil logo in numerous countries globally, including most notably the Middle East, central and southeast Asia and parts of Africa.

The Group's training business, Petrofac Training Services Limited, also owns intellectual property following its acquisition of Oilennium Limited, a specialist e-learning provider to the energy industry and also SkillsVX, a competency and certification services company.

The Group is adopting a range of digital technologies to transform business delivery and drive better outcomes for its clients and greater operational efficiency. The Group also has developed or acquired a range of brands and associated intellectual property associated with digital solutions that it has incorporated into its portfolio to support the business and operational delivery, including the following:

- Petrolytics™ is the Group's predictive analytics tool, which utilises artificial intelligence to provide users with predictive insights on the health and performance of projects and with equipment to support proactive intervention and mitigation in order to avoid or minimise adverse impacts.
- Connected Construction is the Group's construction management solution, providing project teams the ability to track personnel, tools and equipment around construction sites and obtain analytics that allow continuous optimisation and support the safe execution of work activities.
- WorkFloPlus Oil & Gas is the Group's mobility solution, which is deployable on smartphones, tablets and headsets, to provide the worker with structured workflows and support information for the safe, consistent execution of activities. In addition, the solution is enabled to capture data and link remotely to experts as needed for the efficient completion of work and the longer-term management of assets and equipment.
- PetrofacGo is the Group's mobilisation app, which is deployable on a smartphone, and links the worker to a range of functionality associated with the efficient management of their deployment to facilities and the efficient management of their work records (e.g., timesheets, training and competency, personnel protective equipment).
- BuildME is the Group's asset management tool allowing the efficient development of key data, content and work processes necessary for the safe and efficient management of energy production facilities and infrastructure utilising a wealth of knowledge built up from the Group's operation and maintenance of facilities globally.

- Turus™ is the Group's project management tool allowing the consistent management of various project types and activities, providing a single structured domain to manage all key project information and registers.

The Group takes seriously any suspected or actual infringement of its brand or other intellectual property.

Information Technology

Petrofac leverages the capabilities of leading technology providers to provide IT services to the Group. Petrofac employs approximately 150 IT professionals who develop and deliver its corporate IT systems and enable the technologies used for its client projects and global operations. Petrofac's enterprise applications (including Oracle ERM) are run from IT hubs that allow round-the-clock access to information systems and critical applications. See "*Petrofac relies on information technology systems for its operations*" in "*Risk Factors*".

Insurance

Petrofac maintains an insurance programme to provide mitigation against significant losses, consistent with general industry practice. The majority of annually renewable insurance coverage is managed through Petrofac's London office by the Group Insurance Manager, supported by Aon Limited, the Group's corporate insurance broker and adviser. In addition, insurance coverage for specific projects is provided in accordance with the contractual terms agreed with Petrofac's clients. In the majority of cases, project cover is provided under clients' policies, but where this is not the case, cover is arranged by the relevant service line supported as required by the Group Insurance Manager.

Petrofac believes that its existing insurance coverage is appropriate and covers all general material risks associated with its operations that are usually insured and is in accordance with industry standards.

Annually Renewable Policies

Petrofac maintains corporate insurance to cover general insurance requirements, including Property Damage and Business Interruption, Terrorism, Marine Transit, Employers' and Third Party and Public Liability, in addition to Professional Indemnity and Directors and Officers Liability Insurance ("**D&O Insurance**").

In addition to the primary liability cover provided under Petrofac's annual and project liability policies, a separate Umbrella Liability policy exists, to provide catastrophe coverage against onshore and offshore liability risks.

All insurance policies contain certain exceptions, exclusions and other limitations on coverage.

Project Policies

For the majority of Petrofac's EPC projects, Petrofac is typically the beneficiary of Construction All Risks insurance cover provided by its clients, covering both the EPC risks and the associated third-party liabilities. The terms and limits of these policies are determined by the relevant client. On the occasions where Petrofac purchases own Construction All Risks insurance policies for onshore and offshore EPC projects, the policies are based on industry standard wordings, to the full estimated contract value ("**ECV**").

Insured Limits

The policy limits applicable to the various insurance policies are determined by the reinstatement property values, based on external physical asset valuation reports. In respect of Construction All Risks policies, the ECV is calculated by the project team and applied as a policy limit, whilst the potential third-party, pollution and D&O Insurance policy limits are determined, having assessed industry standard metrics and following advice from professional advisers, with their knowledge of the Group's activities. The adequacy of policy limits is regularly reviewed and adjusted to reflect the changing risk profile of the Group's activities.

Local Policies

In order to fully comply with the local legislative requirements in countries where Petrofac operates, locally compliant policies are arranged as necessary and this is continually reviewed as it enters new territories or increases its presence in existing countries, or in response to amendments to the local legislation relating to the placement of insurance policies.

Regulatory Environment

The Group operates in a highly regulated environment, affecting its actions, and those of its employees and its service providers and clients. Regulations in the energy and engineering field vary from country to country and will generally be conducted in furtherance of various objectives: compliance with local requirements, protecting the environment (including air and water quality), relating to climate change, cultural resources, workers' and the public's health and safety, and reducing wasted resources.

As relates to its engineering and construction activity more specifically, the Group's activities are subject to licensing and permitting requirements that vary from country to country. These may involve having either an individual holding an engineering licence (with such person certifying the underlying drawings and calculations) or the licence being granted to a legal entity (which in turn would be responsible for validation of the underlying work product). In other circumstances, no licence is involved, but the work product would be validated by an appropriate certification agent. In certain circumstances, the work product is generated abroad by a Petrofac affiliate and will then be validated in the country in which the project is to be established.

As relates to aspects related to procurement, supply, and construction, the Group will seek to identify at the outset regulatory and compliance requirements, whether of a national or supranational nature (e.g., European Directives). It will then develop a plan to ensure project development and implementation in order to maintain effective regulatory compliance management processes and deliver the work in compliance with applicable statutory requirements. The Group will deploy appropriate means to ensure compliance, including by resorting to certification offices, classification societies and notified bodies. Regulations will vary from country to country and by subject.

The Group's operations and construction activities are governed by international, regional, transnational, and national laws and regulations in each jurisdiction in which Petrofac operates relating to matters such as environmental protection, health and safety, labour and employment, import/export controls, currency exchange, bribery and corruption, professional and operational licensing, and taxation. These laws and regulations are complex, frequently change, and have tended to become more stringent over time. In the event the scope of these laws and regulations expands in the future, the incremental cost of compliance could adversely impact the Company's financial condition, results of operations, or cash flows. Examples of government laws and regulation that may have a material effect on the Group's business include:

- ***Environmental matters*** – The Group's facilities and operations are subject to various environmental laws and regulations in the jurisdictions in which it operates. These environmental requirements may include, among other things, certain pollution control measures or limits for solid and hazardous wastes, water discharges and air emissions, and measures relating to greenhouse gas emissions and/or the mitigation of climate change, and may require businesses whose activities have an impact on the environment to obtain permits regulating those activities. Non-compliance with such control measures and permits may result in criminal or civil penalties, damage claims, an obligation to remediate any environmental damages (including damages to natural resources), litigation and/or claims by third parties and/or an obligation to take reasonable measures to prevent pollution or degradation of the environment from occurring, continuing or recurring.
- ***Anti-Corruption Laws and Regulations*** – The Group is subject to anti-corruption laws and regulations, such as the FCPA, the UK Bribery Act and economic and trade sanctions, including those administered

by the United Nations, the European Union, the Office of Foreign Assets Control of the US Treasury, and the US Department of State. These laws and regulations generally prohibit providing anything of value to foreign officials for the purposes of obtaining or retaining business or securing any improper business advantage. The Group deals with both governments and state-owned business enterprises, the employees of which are considered foreign officials for the purposes of these laws and regulations.

- ***Export Administration Regulations*** – The Group is subject to US export control and trade and economic sanctions laws and regulations, including the Export Administration Regulations administered by the US Department of Commerce's Bureau of Industry and Security, and the various sanctions programmes administered by the US Department of the Treasury's Office of Foreign Assets Control (collectively, "**US Trade Controls**"). US Trade Controls may prohibit or restrict the Group's ability to, directly or indirectly, conduct activities or dealings in countries or territories that are the target of comprehensive US sanctions and with persons that are the target of US Trade Controls-related prohibitions and restrictions.

The Group has implemented internal controls designed to minimise and detect potential violations of laws and regulations in a timely manner, but it can provide no assurance that such policies and procedures will be followed at all times or will effectively detect and prevent violations of applicable laws and regulations by one or more of its employees, consultants, agents, or partners. The occurrence of any such violation could subject the Group to penalties and material adverse consequences on its business, financial condition, or results of operations. See "*Petrofac conducts its operations within a strict health and safety regime. Failure to comply with the relevant regulations could adversely affect its reputation and future revenue*", "*Petrofac conducts its business within a strict environmental regime and may be exposed to potential liabilities and additional regulatory measures that may result in project delays and higher costs*" and "*Petrofac is subject to trade controls, laws and regulations that could subject it to anti-corruption laws, legal and regulatory risks and economic sanctions programmes*" in "*Risk Factors*".

PART III – FINANCIAL STATEMENTS

The Group's 2023 Consolidated Financial Statements, 2022 Consolidated Financial Statements and 2021 Consolidated Financial Statements are incorporated into this document by reference to the 2023 Annual Report and Accounts, the 2022 Annual Report and Accounts and the 2021 Annual Report and Accounts, respectively.

The Group's 2024 Interim Consolidated Financial Statements are incorporated into this document by reference to the 2024 Interim Statement.

As fully described in the paragraph entitled "Basis for disclaimer of opinion" of the independent auditor's report for the 2023 Consolidated Financial Statements included in the Group's 2023 Annual Report and Accounts incorporated by reference into this document, Ernst & Young LLP did not express an opinion on the Group's 2023 Consolidated Financial Statements as they were not able to obtain sufficient appropriate audit evidence, as at the date given, in relation to management's evaluation of the Group as a going concern.

PART IV – CAPITALISATION AND INDEBTEDNESS

Capitalisation

The following table, which is extracted from the Company's internal management records as at 31 January 2025, sets out the capitalisation of Petrofac as at 31 January 2025:

Capitalisation	As at 31 January 2025
	(US$ millions)
	(unaudited)
Total current debt (including current portion of non-current debt) [(1)]	
Guaranteed	—
Secured[(2)]	788
Unguaranteed/unsecured[(3)]	133
Total current debt	**921**
Total non-current debt (excluding current portion of non-current debt)	
Guaranteed	—
Secured	—
Unguaranteed/unsecured[(3)]	41
Total non-current debt	**41**
Total indebtedness	**962**
Shareholders' equity	
Share capital	10
Other reserves[(4)]	277
Total capitalisation	**287**

Notes:

(1) Total current debt excludes accrued interest costs of US$95 million as at 31 January 2025.

(2) The Group holds various committed facilities which are guaranteed by material subsidiaries within the Petrofac Group. The facilities held by the Group as at 31 January 2025 classified as current debt are the Senior Secured Notes of (US$590 million, net of US$10 million of unamortised debt issue costs), the Revolving Credit Facility (US$127 million drawn down in full as at 31 January 2025) and the ADCB and the RAK Term Loans (both Term Loans being US$35.5 million each as at 31 January 2025).

(3) The Group's current unguaranteed/unsecured debt balance of US$54 million as at 31 January 2025 reflects the current portion of lease liabilities, and the non-current unguaranteed/unsecured debt balance of US$41 million as at 31 January 2025 reflects lease liabilities due after more than 12 months. This includes a performance bank guarantee provided by the joint venture partners of the Thai Oil Clean Fuels contract which was called during January 2025 and, as a result, the Group recognised US$79 million for its share of the payable due to the banks and sureties who provided the guarantee.

(4) Other reserves comprise share premium of US$251 million, capital redemption reserve of US$11 million, share-based payments of US$20 million and Employee Benefit Trust reserve of US$(5) million. The Shareholders' equity as at 31 January 2025 does not include Retained earnings and the Group's foreign currency translation reserve.

Indebtedness

The following table, which is extracted from the Company's internal management records, sets out the Group's current and non-current debt as at 31 January 2025:

	As at 31 January 2025
	(US$ millions)
	(unaudited)
A. Cash[(1)]	210
B. Cash equivalents[(1)]	5
C. Other current financial assets[(2)]	8
D. Liquidity (A + B + C)	**223**
E. Current financial debt[(3)]	867
F. Current portion of non-current financial debt[(4)]	54
G. Current financial indebtedness (E + F)	**921**
H. Net current financial indebtedness (G - D)	**698**
I. Non-current financial debt[(4)]	41
J. Debt instruments	—
K. Non-current trade and other payables	—
L. Non-current financial indebtedness (I + J + K)	**41**
M. Net financial indebtedness	**739**

Notes:

(1) Cash and cash equivalents included amounts totalling US$9 million as at 31 January 2025 held by the Group undertakings in certain countries whose exchange controls significantly restrict or delay the remittance of these amounts to foreign jurisdictions. Cash and cash equivalents also included US$21 million as at 31 January 2025 in joint operation bank accounts which are generally available to meet the working capital requirements of those joint operations, but which can only be made available to the Group for its general corporate use with the agreement of the joint operation partners.

(2) As at 31 January 2025, this balance represents restricted cash of US$8 million (where the Group had pledged or restricted cash balances in respect of outstanding letters of guarantee, including performance, advance payments and bid bonds). Other current financial assets does not include US$26 million of current receivables from joint operation partners for leases. The liabilities in respect of these leases are recognised in full as Petrofac is the contracting counterparty for such leases.

(3) The Group holds various committed facilities which are guaranteed by material subsidiaries within the Petrofac Group. The facilities held by the Group as at 31 January 2025 classified as current financial debt are the Senior Secured Notes of (US$590 million net of US$10 million of unamortised debt issue costs), a Revolving Credit Facility (US$127 million drawn down in full as at 31 January 2025) and the ADCB and the RAK Term Loans (both Term Loans being US$35.5 million each as at 31 January 2025). In addition, a performance bank guarantee provided by the joint venture partners of the Thai Oil Clean Fuels contract was called during January 2025 and, as a result, the Group recognised US$79 million for its share of the payable due to the banks and sureties who provided the guarantee.

(4) The Group's current portion of non-current debt balance of US$54 million as at 31 January 2025 reflects the current portion of lease liabilities and the non-current unguaranteed/unsecured debt balance of US$41 million as at 31 January 2025 reflects lease liabilities due after more than 12 months.

There has been no material change to the Group's total capitalisation and indebtedness since 31 January 2025.

Indirect and Contingent Indebtedness

The Group's commitments in respect of development of the Group's digital systems and other information technology equipment as at 31 January 2025 amounted to US$2 million.

PART V – UNAUDITED PRO FORMA FINANCIAL INFORMATION

SECTION A – UNAUDITED PRO FORMA FINANCIAL INFORMATION

The unaudited pro forma statement of consolidated net assets and unaudited pro forma consolidated income statement of the Group set out below has been prepared on the basis set out in the notes below to illustrate the impact of the Balance Sheet Restructuring, as described in Part I (*Information on the Balance Sheet Restructuring*), on the consolidated net assets of the Group as at 30 June 2024 as if it had taken place at that date and on results of operations for the six months ended 30 June 2024 as if it had taken place at 1 January 2024 (together the "**unaudited pro forma financial information**"). The implementation of the Balance Sheet Restructuring depends, among other things, on the court sanctioning the Restructuring Plans.

The unaudited pro forma financial information has been produced for illustrative purposes only, by its nature addresses a hypothetical situation and therefore does not represent the Group's actual financial position or results. In addition, the unaudited pro forma financial information does not purport to represent what the Group's financial position and results actually would have been if the Balance Sheet Restructuring had been completed on the date indicated, nor does it purport to represent the results of operations for any future period or the financial condition at any future date.

The unaudited pro forma financial information is based on the consolidated net assets of the Group as at 30 June 2024 and the consolidated income statement of the Group for the six months ended 30 June 2024, extracted without material adjustment from the 2024 Interim Consolidated Financial Statements. The unaudited pro forma financial information has been prepared on a going concern basis.

The unaudited pro forma financial information has been prepared in accordance with the requirements of Sections 1 and 2 of Annex 20 of the Prospectus Delegated Regulation and in a manner consistent with the accounting policies adopted by the Company in preparing its 2024 Interim Consolidated Financial Statements. The unaudited pro forma financial information does not constitute financial statements within the meaning of Part XVI of Companies (Jersey) Law 1991. Shareholders should read the whole of this document and not rely solely on the unaudited pro forma financial information in this Part V (*Unaudited Pro Forma Financial Information*). PricewaterhouseCoopers LLP's report on the unaudited pro forma financial information is set out in Section B of this Part V (*Unaudited Pro Forma Financial Information*).

The unaudited pro forma financial information has not been prepared, and shall not be construed as prepared, in accordance with Article 11 of Regulation S-X under the Securities Act.

The adjustments in the unaudited pro forma financial information are expected to have a continuing impact on the Group, unless stated otherwise.

Unaudited Pro Forma Statement of Consolidated Net Assets as at 30 June 2024

		Pro Forma Adjustments			
	Reported as at 30 June 2024(1)	**The Thai Oil Clean Fuels contract and FSMA claims(2)**	**Debt equitisation, partial debt reinstatement and New Money(3)**	**Other restructuring related pro forma adjustments(4)**	**Pro forma as at 30 June 2024**
			(US$ millions)		
Non-current assets					
Property, plant and equipment	143	—	—	—	143
Goodwill	95	—	—	—	95
Intangible assets	24	—	—	—	24
Investments in associates and joint ventures	11	—	—	—	11
Trade and other receivables	—	—	13	—	13
Other financial assets	230	(37)	—	27	220
Deferred consideration	59	—	—	—	59
Income tax receivable	27	—	—	—	27
Deferred tax assets	1	—	—	—	1
Total non-current assets	**590**	**(37)**	**13**	**27**	**593**
Current assets					
Inventories	10	—	—	—	10
Trade and other receivables	811	(25)	7	—	793
Contract assets	974	(86)	—	—	888
Other financial assets	133	(15)	—	—	118
Income tax receivable	18	—	—	—	18
Cash and short-term deposits	164	(10)	350	(158)	346
Total current assets	**2,110**	**(136)**	**357**	**(158)**	**2,173**
Total assets	**2,700**	**(173)**	**370**	**(131)**	**2,766**
Non-current liabilities					
Trade and other payables	—	—	—	13	13
Interest-bearing loans and borrowings	—	30	206	—	236
Provisions	156	—	—	—	156
Other financial liabilities	60	—	—	—	60
Deferred tax liabilities	16	—	—	—	16
Total non-current liabilities	**232**	**30**	**206**	**13**	**481**
Current liabilities					
Trade and other payables	978	(175)	—	(8)	795
Contract liabilities	425	(51)	—	—	374
Interest-bearing loans and borrowings	786	—	(786)	—	—
Other financial liabilities	126	—	(60)	—	66
Income tax payable	55	—	—	—	55

		Pro Forma Adjustments			
	Reported as at 30 June 2024(1)	The Thai Oil Clean Fuels contract and FSMA claims(2)	Debt equitisation, partial debt reinstatement and New Money(3)	Other restructuring related pro forma adjustments(4)	Pro forma as at 30 June 2024
			(US$ millions)		
Accrued contract expenses	651	(48)	—	—	603
Provisions	98	(56)	—	—	42
Total current liabilities	**3,119**	**(330)**	**(846)**	**(8)**	**1,935**
Total liabilities	**3,351**	**(300)**	**(640)**	**5**	**2,416**
Net (liabilities)/assets	**(651)**	**127**	**1,010**	**(136)**	**350**

Notes:

(1) The net assets of the Group as at 30 June 2024 have been extracted without material adjustment from the 2024 Interim Consolidated Financial Statements, incorporated by reference in Part VIII (*Information Incorporated by Reference*) of this document.

(2) The pro forma adjustments related to the extinguishment of the route to enforcement of liabilities under the Thai Oil Clean Fuels contract against the wider Group and compromise of the FSMA claims, which form part of the Part 26A compromise claims, include the following:

(i) the impairment of US$86 million of "contract assets" and US$25 million of "trade and other receivables", and the write-back of US$51 million of "contract liabilities", US$175 million of current "trade and other payables", US$48 million of "accrued contract expenses" and US$55 million of current "provisions" resulting in an overall net increase in net assets of US$218 million, in respect of both previously expected losses recorded on the onerous Thai Oil Clean Fuels contract that will no longer be incurred or funded and certain assets that will no longer be recovered as a result of compromising the route to recourse of the Group's net liabilities under this contract via the Restructuring Plans. These liabilities were written off for the purpose of the pro forma due to the extinguishment of the route to enforcement of liabilities, in addition to the Group's intention not to fund the entities in which the liabilities reside, and if required, put those entities into a liquidation process, in due course, or dispose of the Group's interest and commitments where the Group does not exercise control;

(ii) the cash settlement of US$9 million of estimated compromise payments in respect of actual or potential claims (against PIUL) in connection with the Thai Oil Clean Fuels contract. This amount is reflective of the amount included in the Restructuring Plans that need to be sanctioned by the Court. As the outcome of this process cannot be certain, there is a risk that the actual compromise payments will be materially different to the estimate above;

(iii) the impact of the client calling the performance bank guarantees ("**PBG**") in respect of the Thai Oil Clean Fuels contract, with the Company's share of the resulting liability being US$150 million. US$52 million of cash collateral has been retained by the PBG providers in respect of this liability, resulting in reductions in non-current and current "other financial assets" of US$37 million and US$15 million respectively. Of the remaining US$98 million liability, US$50 million (including associated fees and interest) due to one PBG provider has been converted into a term loan (the "**TO Termed Out Debt**") and recognised at an initial fair value of US$30 million and classified as non-current "interest-bearing loans and borrowings". The residual balance of US$48 million due to the other PBG providers has been converted into equity, and so no liability is reflected in the unaudited pro forma statement of consolidated net assets.

(iv) the cash settlement of US$1 million of current "provisions" recognised as at 30 June 2024 in respect of claims of existing and former shareholders (against the Company) seeking damages under s90A of FSMA, which concerns the making of allegedly false, misleading or delayed statements and/or material omissions in public disclosures.

(3) The pro forma adjustments to reflect the debt equitisation, partial debt reinstatement and New Money comprise the following:

(i) the cancellation of the US$786 million of the Funded Debt (which comprises (a) US$797 million of gross debt, less (b) US$11 million of unamortised debt acquisition costs) classified as current "interest bearing loans and borrowings"), to reflect part of the debt-to-equity swap;

(ii) the conversion of US$43 million of interest payable at 30 June 2024 in respect of the Funded Debt, recorded as current "other financial liabilities", into equity to also reflect part of the debt-to-equity swap;

(iii) the extinguishment of the embedded derivative of US$17 million in respect of the Revolving Credit Facility, recorded as current "other financial liabilities".

Items (ii) and (iii) representing the US$60 million adjustment to current "other financial liabilities";

(iv) the issuance of US$64 million of the Reinstated Notes due 30 June 2030 to Funded Creditors that participate in the Group's New Money Notes which are recognised at the initial fair value of US$55 million and classified as non-current "interest-bearing loans and borrowings";

(v) the issuance of US$154 million of New Money Notes due 30 June 2030 for cash proceeds of US$131 million (before original issue discount ("**OID**") and back-stop fees). The participants in the New Money Notes have provided this debt in return for certain participation fees (payable by a combination of additional New Money Notes and OID). In addition, the Group incurred other debt acquisition costs relating to the New Money Notes. The New Money Notes are recognised at the initial fair value of US$131 million and classified as non-current "interest-bearing loans and borrowings";

(vi) the issuance of US$20 million of CBG Notes Consideration, classified as non-current "interest-bearing loans and borrowings", in consideration for the provision of the US$80 million CBG Facility, which facilitates the release of cash collateral to secure a new PBG for an existing major E&C project. The CBG Facility has a duration of three years and, therefore, the CBG Notes Consideration has been recorded as a prepayment, with US$13 million as non-current "trade and other receivables" and US$7 million as current "trade and other receivables".

The CBG Facility enables the securing of a new PBG for an existing major E&C project and therefore, alongside all other existing PBGs, creates a new contingent liability for the value of the PBG, for which no liability is recognised.

Items (iv), (v) and (vi) above representing US$206 million total adjustment to non-current "interest-bearing loans and borrowings"; and

(vii) the issuance of New Equity Capital Raise Shares resulting in gross cash proceeds of US$219 million pursuant to the Equity Capital Raise. In addition, the Restructuring Term Sheet includes the options to raise an additional US$30 million from a private placement, prior to the completion of the Balance Sheet Restructuring and an additional approximately US$8 million from an offer to retail investors following the publication of the Group's audited consolidated financial statements for the year ended 31 December 2024. However, no adjustment has been reflected in the unaudited pro forma statement of consolidated net assets above for these amounts because at the date of this Prospectus, no such additional equity has been raised.

Items (v) and (vii) representing US$350 million adjustment to "cash and short-term deposits".

The table below shows the combined impact of the pro forma adjustments in note 3:

	Note							
Adjustment (US$ millions)	**3 (i)**	**3 (ii)**	**3 (iii)**	**3 (iv)**	**3 (v)**	**3 (vi)**	**3 (vii)**	**Total**
Non-current trade and other receivables	-	-	-	-	-	13	-	**13**
Cash and short-term deposits	-	-	-	-	131	-	219	**350**

Current trade and other receivables	-	-	-	-	-	7	-	**7**
Non-current interest-bearing loans and borrowings	-	-	-	55	131	20	-	**206**
Current interest-bearing loans and borrowings	(786)	-	-	-	-	-	-	**(786)**
Other current financial liabilities	-	(43)	(17)	-	-	-	-	**(60)**

(4) The other restructuring related pro forma adjustments, including client support, comprise the following:

(i) the claim made by HMRC against PFML regarding the historical application of National Insurance Contributions (NICs) for which a contingent liability was previously disclosed, has now been resolved. The Company has recorded a pro forma adjustment to "cash and short-term deposits" and non-current "trade and other payables" in respect of the liabilities associated with this resolution. The "trade and other payables" adjustment represents the liability at amortised cost;

(ii) the placement of US$27 million of cash as cash collateral with the PBG provider in securing the PBG for a key existing EPC project, resulting in the reclassification of the balance from "cash and short-term deposits" to restricted cash (within the non-current "other financial assets"); and

(iii) the cash payment of US$125 million of estimated transaction and professional fees associated with the Balance Sheet Restructuring, of which US$8 million was accrued as current "trade and other payables" at 30 June 2024. The unaudited pro forma financial information excludes tax costs which may arise from the transfer of contracts or employees as part of the planned legal and operational alignment of delivery units, the plans for which will be finalised before the Restructuring Effective Date. Furthermore, no adjustments have been reflected in respect of the normalisation of the Group's working capital.

Items (i), (ii) and (iii) representing US$158 million adjustment to "cash and short-term deposits".

Unaudited Pro Forma Consolidated Income Statement for the six months ended 30 June 2024

		Pro Forma Adjustments			
	Reported for the six months ended 30 June 2024(1)	**The Thai Oil Clean Fuels contract and FSMA Claims(2)**	**Debt equitisation, partial debt reinstatement and New Money(3)**	**Other restructuring related pro forma adjustments(4)**	**Pro forma for the six months ended 30 June 2024**
			(US$ millions)		
Revenue	1,240	(8)	—	—	1,232
Cost of sales	(1,238)	99	—	(19)	(1,158)
Gross profit	**2**	**91**	**—**	**(19)**	**74**
Selling, general and administrative expenses	(155)	(9)	—	(117)	(281)
Expected credit loss reversal/(charge)	1	—	—	—	1
Other operating income	4	—	—	—	4
Other operating expense	(4)	—	—	—	(4)
Operating loss	**(152)**	**82**	**—**	**(136)**	**(206)**
Finance income	3	20	17	—	40

		Pro Forma Adjustments			
	Reported for the six months ended 30 June 2024(1)	The Thai Oil Clean Fuels contract and FSMA Claims(2)	Debt equitisation, partial debt reinstatement and New Money(3)	Other restructuring related pro forma adjustments(4)	Pro forma for the six months ended 30 June 2024
			(US$ millions)		
Finance expense	(53)	—	15	(1)	(39)
Other non-operating income	—	—	651	—	651
(Loss)/profit before tax	**(202)**	**102**	**683**	**(137)**	**446**
Income tax expense	(10)	7	(2)	—	(5)
Net (loss)/profit	**(212)**	**109**	**681**	**(137)**	**441**

Notes:

(1) The results of operations of the Group for the six months ended 30 June 2024 have been extracted without material adjustment from the 2024 Interim Consolidated Financial Statements, incorporated by reference in Part VIII (*Information Incorporated by Reference*) of this document.

(2) The pro forma adjustments relating to the extinguishment of the route to enforcement of liabilities under the Thai Oil Clean Fuels contract against the wider Group and compromise of the FSMA claims, which form part of the Part 26A compromise claims, comprise the following:

(i) the net write-back of US$241 million of previously expected losses recorded on the onerous Thai Oil Clean Fuels contract that will no longer be incurred or funded as a result of compromising the route to recourse of the Group's net liabilities under this contract via the Restructuring Plans (the US$241 million net write back recognised as a reduction in "revenue" of US$(8) million and a reduction in "cost of sales" of US$249 million). These liabilities were written off for the purpose of the pro forma due to the extinguishment of the route to enforcement of liabilities, in addition to the Group's intention not to fund the entities in which the liabilities reside, and if required, put those entities into a liquidation process, in due course, or dispose of the Group's interest and commitments where the Group does not exercise control;

(ii) the recognition of US$9 million of estimated compromise payments in respect of actual or potential claims (against PIUL) in connection with the Thai Oil Clean Fuels contract, recorded as "selling, general and administrative expenses". This amount is reflective of the amount included in the Restructuring Plans that need to be sanctioned by the court. As the outcome of this process cannot be certain, there is a risk that the actual compromise payments will be materially different from the estimate above;

(iii) the impact of the client calling the PBG in respect of the Thai Oil Clean Fuels contract, with the Company's share of the resulting liability being US$150 million, which has been expensed as an increase in "cost of sales". For the element of this liability that has been converted into the TO Termed Out Debt, a fair value gain of US$20 million has been recorded as "finance income"; and

(iv) an "income tax credit" of US$7 million in respect of item (iii) above.

Items (i) and (iii) representing a US$99 million adjustment to "cost of sales".

The adjustments in this note 2 will not have a continuing impact on the income statement of the Group.

(3) The pro forma adjustments to reflect the debt equitisation, partial debt reinstatement and New Money comprise the following:

(i) the impact from the extinguishment of the embedded derivative of US$17 million in respect of the Revolving Credit Facility recorded as an adjustment to "finance income". This adjustment will not have a continuing impact on the income statement of the Group;

(ii) the reversal of US$47 million of "finance expense" in respect of the Funded Debt;

(iii) the accrual of US$17 million of "finance expense" in respect of New Money Notes, the Reinstated Notes and the CBG Notes Consideration (together the "**New Notes**") and the TO Termed Out Debt, at an effective interest rate of approximately 14.3 per cent. per annum;

(iv) the write-off of the residual unamortised debt acquisition costs of US$13 million associated with the Group's Funded Debt. This adjustment will not have a continuing impact on the income statement of the Group; and

(v) the accrual of US$2 million of "finance expense" that relates to the CBG Facility Commitment Fee that the Group will pay as a consideration for the provision of the CBG Facility.

The table below shows the combined impact of the above adjustments on "finance income" and "finance expense";

	Note					
Adjustment (US$ millions)	**3 (i)**	**3 (ii)**	**3 (iii)**	**3 (iv)**	**3 (v)**	**Total**
Finance income	17	-	-	-	-	**17**
Finance expense	-	47	(17)	(13)	(2)	**15**

(vi) the fair value gain of US$651 million to reflect the debt-to-equity swap, recorded as "other non-operating income" and calculated as following:

	US$ million
Funded debt, gross of unamortised debt acquisition costs, as at 1 January 2024	797
Accrued interest payable as at 1 January 2024	12
Reinstated Notes (see note 3(v) of the unaudited pro forma statement of net assets)	(55)
Fair value of new equity issued upon the debt conversion	(103)
Fair value gain	**651**

This adjustment will not have a continuing impact on the income statement of the Group; and

(vii) an "income tax expense" of US$2 million in respect of items (i)-(v) above. This adjustment will not have a continuing impact on the income statement of the Group to the extent the adjustments to which it relates do not have a continuing impact.

(4) the other restructuring pro forma adjustments, including client support, comprise the following:

(i) The claim made by HMRC against PFML regarding the historical application of NICs for which a contingent liability was previously disclosed has now been resolved, and the Company has recorded a pro forma adjustment to "cost of sales" (representing the initial recognition of the liability at amortised cost) and "finance expense" in respect of the liabilities associated with this resolution. This adjustment will not have a continuing impact on the income statement of the Group after the repayment period; and

(ii) the accrual of US$117 million of estimated transaction and professional fees associated with the Balance Sheet Restructuring, recorded as "selling, general and administration expenses". This adjustment will not have a continuing impact on the income statement of the Group. The unaudited pro forma financial information excludes tax costs which may arise from the transfer of contracts or employees as part of the planned legal and operational alignment of delivery units, the plans for which will be finalised before the Restructuring Effective Date. Furthermore, no adjustments have been reflected in respect of the normalisation of the Group's working capital.

No account has been taken of the trading or other transactions of the Group since 30 June 2024.

SECTION B – ACCOUNTANTS' REPORT ON THE UNAUDITED PRO FORMA FINANCIAL INFORMATION

The directors (the "**Directors**")
Petrofac Limited
26 New Street
St Helier
Jersey
JE2 3RA

J.P. Morgan Securities plc
25 Bank Street
Canary Wharf
London
E14 5JP

29 April 2025

Dear Ladies and Gentlemen

Petrofac Limited (the "Company")

We report on the unaudited pro forma financial information (the "**Pro Forma Financial Information**") set out in Section A of Part V of the Company's prospectus dated 29 April 2025 (the "**Prospectus**").

This report is required by section 3 of Annex 20 to the PR Regulation and item 11.5 of Annex 3 to the PR Regulation and is given for the purpose of complying with those items and for no other purpose.

Opinion

In our opinion:

(a) the Pro Forma Financial Information has been properly compiled on the basis stated; and
(b) such basis is consistent with the accounting policies of the Company.

Responsibilities

It is the responsibility of the Directors to prepare the Pro Forma Financial Information in accordance with sections 1 and 2 of Annex 20 to the PR Regulation and item 11.5 of Annex 3 to the PR Regulation.

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It is our responsibility to form an opinion, as required by section 3 of Annex 20 of the PR Regulation and item 11.5 of Annex 3 to the PR Regulation, as to the proper compilation of the Pro Forma Financial Information and to report our opinion to you.

No reports or opinions have been made by us on any consolidated financial information relating to the six month period ended 30 June 2024 of the Company used in the compilation of the Pro Forma Financial Information. In providing this opinion we are not providing any assurance on any source financial information of the Company on which the Pro Forma Financial Information is based beyond the above opinion.

Save for any responsibility which we may have to those persons to whom this report is expressly addressed and for any responsibility arising under item 5.3.2R(2)(f) of the Prospectus Regulation Rules of the Financial Conduct Authority (the "**Prospectus Regulation Rules**") to any person as and to the extent there provided, to the fullest extent permitted by law we do not assume any responsibility and will not accept any liability to any other person for any loss suffered by any such other person as a result of, arising out of, or in connection with this report or our statement, required by and given solely for the purposes of complying with item 1.3 of Annex 3 to the PR Regulation, consenting to its inclusion in the Prospectus.

Basis of preparation

The Pro Forma Financial Information has been prepared on the basis described in the notes to the Pro Forma Financial Information, for illustrative purposes only, to provide information about how the proposed Balance Sheet Restructuring might have affected the financial information presented on the basis of the accounting policies adopted by the Company in preparing the unaudited interim condensed consolidated financial statements for the six month period ended 30 June 2024.

Basis of Opinion

We conducted our work in accordance with the Standards for Investment Reporting issued by the Financial Reporting Council ("**FRC**") in the United Kingdom. We are independent in accordance with the Revised Ethical Standard 2019 issued by the FRC as applied to Investment Circular Reporting Engagements, and we have fulfilled our other ethical responsibilities in accordance with these requirements.

The work that we performed for the purpose of making this report, which involved no independent examination of any of the underlying financial information, consisted primarily of comparing the unadjusted financial information with the source documents, considering the evidence supporting the adjustments and discussing the Pro Forma Financial Information with the Directors.

We planned and performed our work so as to obtain the information and explanations we considered necessary in order to provide us with reasonable assurance that the Pro Forma Financial Information has been properly compiled on the basis stated and that such basis is consistent with the accounting policies of the Company.

Declaration

For the purposes of item 5.3.2R(2)(f) of the Prospectus Regulation Rules we are responsible for this report as part of the Prospectus and declare that, to the best of our knowledge, the information contained in this report is in accordance with the facts and that the report makes no omission likely to affect its import. This declaration is included in the Prospectus in compliance with item 1.2 of Annex 3 to the PR Regulation.

Yours faithfully

PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP

Chartered Accountants

PART VI – TAXATION

1 UK Taxation

The following statements are intended only as a general guide to certain UK tax considerations and do not purport to be a complete analysis of all potential UK tax consequences of acquiring, holding or disposing of New Shares or Warrants. Prospective recipients of New Shares or Warrants are advised to consult their own professional advisers concerning the tax consequences of the acquisition, ownership and disposition of such New Shares or Warrants. The following statements are based on current UK tax law as applied in England and Wales and the current published practice of HMRC (which may not be binding on HMRC) in each case as at the latest practicable date before the date of this document, both of which are subject to change at any time, possibly with retroactive effect. They apply (except where stated otherwise) only to holders of New Shares who are resident for tax purposes in (and only in) the United Kingdom and, in the case of individuals, only to those holders of New Shares who are not eligible for and claiming relief from the United Kingdom taxation of foreign income and gains under the rules in Chapter 1, Part 2 of the Finance Act 2025 and to whom "split year" treatment does not apply, who hold their New Shares as an investment (other than in an individual savings account or a self-invested personal pension) and who are, or are treated as, the absolute beneficial owners of both their New Shares and any dividends paid on them. The tax position of certain categories of holders of New Shares who are subject to special rules (such as those receiving New Shares in connection with employment, those carrying on certain financial activities, those subject to specific tax regimes or benefiting from certain reliefs or exemptions and those connected with the Company or the Group) is not considered. This summary also does not apply to any holder of New Shares who has been, is or becomes "temporarily non-resident" as defined in Schedule 45, paragraph 110 of the Finance Act 2013.

The tax position of Warrantholders and potential UK tax consequences of acquiring, holding or disposing of Warrants is not considered (other than in respect of the statements relating to UK stamp duty and stamp duty reserve tax).

Prospective recipients of New Shares or Warrants who are in any doubt about their tax position or who may be subject to tax in a jurisdiction other than the United Kingdom should consult their own professional advisers. In particular, holders of New Shares and Warrantholders should be aware that the tax legislation of any jurisdiction where a holder of New Shares or Warrantholder is resident or otherwise subject to taxation (as well as the jurisdictions discussed below) may have an impact on the tax consequences of an investment in the New Shares or Warrants including in respect of any income received from the New Shares or Warrants.

1.1 Taxation of Chargeable Gains

1.1.1 UK tax resident holders of New Shares

Holders of New Shares who are resident in the United Kingdom may, depending on their circumstances (including the availability of exemptions or reliefs), be liable to United Kingdom taxation on chargeable gains in respect of gains arising from a sale or other disposal of the New Shares.

1.2 Taxation of Dividends

A UK resident holder of New Shares' liability to tax on dividends received will depend on the individual circumstances of that holder of New Shares:

1.2.1 UK resident individual holders of New Shares

Dividends received by a United Kingdom resident individual holder of New Shares from the Company will generally be subject to tax as dividend income.

The first £500 (the "**Dividend Allowance**") of the total amount of dividend income (including any dividends received from the Company) received by such a holder of New Shares in a tax year will be taxed at a nil rate (and so no UK income tax will be payable in respect of such amounts).

If the total dividend income for a tax year of a United Kingdom resident individual holder of New Shares exceeds the Dividend Allowance (such excess being referred to as the "**Taxable Excess**"), then the Taxable Excess will be subject to UK income tax depending on the tax rate band or bands it falls within. This UK tax treatment also applies to any individual holder of New Shares treated as a Scottish taxpayer (on the basis that Scottish income tax, and the corresponding tax rates and bands in Scotland, are only applicable to non-savings income and non-dividend income). The relevant UK income tax rate band is determined by reference to the holder of New Shares' total income charged to either UK or Scottish income tax (including the dividend income charged at a nil rate by virtue of the Dividend Allowance) less relevant reliefs and allowances (including the holder of New Shares' personal allowance).

The Taxable Excess is, in effect, treated as the top slice of any resulting taxable income and:

(a) to the extent that the Taxable Excess falls below the basic rate limit, the holder of New Shares will be subject to UK income tax on it at the dividend basic rate of 8.75 per cent.;

(b) to the extent that the Taxable Excess falls above the basic rate limit but below the higher rate limit, the holder of New Shares will be subject to UK income tax on it at the dividend higher rate of 33.75 per cent.; and

(c) to the extent that the Taxable Excess falls above the higher rate limit, the holder of New Shares will be subject to UK income tax on it at the dividend additional rate of 39.35 per cent.

1.2.2 UK resident corporate holders of New Shares

Holders of New Shares who are within the charge to corporation tax in respect of the New Shares will be subject to corporation tax on dividends paid by the Company, unless (subject to special rules for such shareholders that are small companies) the dividends fall within an exempt class and certain other conditions are met.

The position of each holder of New Shares will depend on its own individual circumstances, although it would normally be expected that the dividends paid by the Company to a holder of New Shares within the charge to corporation tax would fall within an exempt class.

1.3 UK Stamp Duty and Stamp Duty Reserve Tax ("SDRT")

The following statements are intended as a general guide to the current UK stamp duty and SDRT position and apply to all holders of New Shares and Warrantholders, regardless of residence or domicile / deemed domicile. They assume that neither the New Shares nor the Warrants will be registered in a register kept in the UK by or on behalf of the Company. The Company has confirmed that it does not intend to keep such a register in the UK.

No UK stamp duty will be payable on the issue of New Shares or Warrants. In practice, UK stamp duty should generally not be required to be paid on the transfer of New Shares or Warrants, provided that any such instrument of transfer is not executed in the UK and does not relate to any property situate, or to any matter or thing done or to be done, in the UK.

No UK SDRT will be payable on the issue of New Shares or Warrants, or in respect of any agreement to transfer New Shares or Warrants.

2 Jersey Taxation

The following summary of the anticipated treatment of the Company and holders of New Shares (other than residents of Jersey) is based on Jersey taxation law and practice as they are understood to apply at the date of this document and is subject to changes in such taxation law and practice. It does not constitute legal or tax advice and does not address all aspects of Jersey tax law and practice (including such tax law and practice as they apply to any land or building situate in Jersey). Prospective investors in the New Shares should consult their professional advisers on the implications of acquiring, buying, selling or otherwise disposing of New Shares in the Company under the laws of any jurisdiction in which they may be liable to taxation.

The Company is regarded as resident for tax purposes in Jersey and (on the basis that the Company is not carrying on any activities that would attract a higher rate, including that it is neither a financial services company nor a utility company for the purposes of the Income Tax (Jersey) Law 1961, as amended) the Company is subject to income tax in Jersey at a rate of 0 per cent. Dividends on New Shares may be paid by the Company without withholding or deduction for or on account of Jersey income tax and holders of New Shares (other than residents of Jersey) will not be subject to any tax in Jersey in respect of the holding, sale or other disposition of such New Shares.

In Jersey, (and on the basis such shares do not confer a direct/indirect interest in Jersey real estate), no stamp duty is levied on the issue or transfer of the New Shares except that stamp duty is payable on Jersey grants of probate and letters of administration, which will generally be required to transfer New Shares on the death of a holder of such New Shares. In the case of a grant of probate or letters of administration, stamp duty is levied according to the size of the estate (wherever situated in respect of a holder of New Shares domiciled in Jersey, or situated in Jersey in respect of a holder of New Shares domiciled outside Jersey) and is payable on a sliding scale at a rate of up to 0.75 per cent. of such estate and such duty is capped at £100,000. Jersey does not otherwise levy taxes upon capital, inheritances, capital gains or gifts nor are there other estate duties.

If you are in any doubt as to your tax position, you should consult your professional tax adviser.

PART VII – ADDITIONAL INFORMATION

1 Responsibility

The Company and the Directors, whose names and principal functions are set out in paragraph 6 below, accept responsibility for the information contained in this document. To the best of the knowledge and belief of the Company and the Directors, the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

2 Incorporation and Registered Office

The Company was incorporated and registered in Jersey on 10 January 2002, with registered number 81792, as a public company limited by shares under the Companies (Jersey) Law 1991.

The Company is domiciled in Jersey and its registered office is at 26 New Street, St Helier, Jersey JE2 3RA. The Company also maintains a corporate services office at 117 Jermyn Street, London SW1Y 6HH. The Company's main telephone number is +44 (0) 207 811 4900 and its legal entity identifier is 2138004624W8CKCSJ177.

The Company's website is at www.petrofac.com. The information on the Company's website does not form part of this document unless that information is specifically incorporated by reference into this document.

The principal legislation under which the Company operates is the Companies (Jersey) Law 1991.

3 Share Capital

As at the Latest Practicable Date, prior to implementation of the Share Consolidation, the Company had 528,874,000 ordinary shares of US$0.02 each and the nominal share capital of the Company amounted to US$10,577,480. In connection with the Balance Sheet Restructuring and, in each case, taking into account the Share Consolidation, the Company expects to issue 93,969,025 New Shares, following which the Company will have 96,120,011 Shares of US$5.00 each in issue and the nominal share capital of the Company will amount to US$480,600,055.[16]

The ISIN for the Existing Shares (being GB00B0H2K534) will be disabled on or around the time of the Share Consolidation. The ISIN for the newly consolidated Shares will be JE00BTKW2464, which shall apply following the Share Consolidation and from Admission. The ISIN for the New Shares will be the same as the ISIN for the Shares, being JE00BTKW2464. The Shares will be registered with a SEDOL of BTKW246 and are traded on the main market for listed securities of the London Stock Exchange under the ticker symbol "PFC".

The Company's Shares have been issued under the Jersey Companies Law. The Shares are freely transferable and there are no restrictions on the transfer of the Shares in Jersey.

All Existing Shares rank *pari passu* in all respects, there being no conversion or exchange rights attaching to them, and all Shareholders have equal rights to participate in capital, dividend, and profit distributions by the Company, including to participate in any surplus in the event of the liquidation of the Company. On a show of hands at general meetings of the Company, every Shareholder who is present in person and every person holding

[16] Excluding (i) the potential Equity Capital Raise Upsize; (ii) the intention to undertake the Retail Offer; (iii) any Shares issued in connection with the new management incentivisation programme following completion of the Balance Sheet Restructuring; and (iv) any Shares issued following any exercise of Warrants. If the Equity Capital Raise Upsize is implemented in full, this will result in the issuance of an additional 7,322,524 Shares, resulting in a total of 101,291,549 Shares being issued as at the Restructuring Effective Date, in each case taking into account the Share Consolidation.

a valid proxy shall have one vote and on a poll every Shareholder present in person or by proxy shall have one vote per Share.

The Shares do not carry any rights with respect to capital to participate in a distribution (including a winding-up) other than those that exist as a matter of law.

As at the Latest Practicable Date, the Company did not hold any Shares in treasury.

4 Information about the New Shares, the Tranche 1 Warrants and the Tranche 2 Warrants

4.1 Description of type of securities

4.1.1 The New Shares:

(a) Subject to Admission, pursuant to the Equity Capital Raise and taking into account the Share Consolidation, 53,858,087 fully paid New Equity Capital Raise Shares will be issued at a price of approximately US$4.14 (approximately £3.09) per New Equity Capital Raise Share.

(b) Subject to Admission, pursuant to the Debt Conversion and taking into account the Share Consolidation, 16,821,002 fully paid New Debt Conversion Shares will be issued to Funded Creditors, being approximately 17.50 per cent. of the issued ordinary share capital of the Company following the Balance Sheet Restructuring, with the subscription price for the New Debt Conversion Shares to be satisfied by way of a corresponding release of approximately US$845 million of Existing Debt. In addition, 806,766 New Shares will be issued to certain creditors and guarantee providers in relation to the Group's participation in the Thai Oil Clean Fuels Project.

(c) Subject to Admission and, in each case, taking into account the Share Consolidation, (i) 15,822,883 fully paid New Shares will be issued to Funded Creditors that subscribe for new super senior notes pursuant to the Balance Sheet Restructuring, as consideration for their investment, (ii) 1,714,821 New Shares will be issued to the Ad Hoc Group and 1,730,160 New Shares will be issued to the New Financial Investor as fees in connection with the structuring of the Balance Sheet Restructuring and (iii) 3,215,306 New Shares will be issued as a fee to the backstop providers.

(d) The issuances of Shares referenced above will result in the issued ordinary share capital of the Company increasing by approximately 97.8 per cent. A Shareholder who is not an Equity Placee will be diluted by 97.8 per cent. as a result of the Equity Capital Raise. As a result of the Balance Sheet Restructuring, Existing Shareholders will, absent any participation in the Equity Capital Raise, hold approximately 2.2 per cent. of the Shares following completion of the Balance Sheet Restructuring.

(e) The New Shares will be issued under the Jersey Companies Law.

(f) The New Shares will have the same rights in all respects as the Shares (including the right to receive all dividends or other distributions declared by the Company after the date of issue of the New Shares).

(g) The ISIN for the New Shares, following the Share Consolidation and from Admission, will be JE00BTKW2464. The New Shares will be traded on the main market for listed securities of the London Stock Exchange under the ticker symbol "PFC".

(h) It is expected that Admission of the New Shares will become effective on the Restructuring Effective Date and that dealings on the London Stock Exchange in the New Shares will commence following the publication of the Company's 2024 Consolidated Financial Statements and the subsequent lifting of the trading suspension, which is expected shortly after the Restructuring Effective Date.

4.1.2 The Tranche 1 Warrants:

(a) Subject to Admission, pursuant to the Equity Capital Raise, 7,175,488 Tranche 1 Warrants will be issued, being 4,061,752 Tranche 1 Warrants to the Existing Shareholder Investors, a pro rata share of 1,556,868 Tranche 1 Warrants to the Shareholder Claimants and a pro rata share of 1,556,868 Tranche 1 Warrants to the Non-Shareholder Claimants. [17]

(b) The Tranche 1 Warrants will be constituted under English Law.

(c) The Tranche 1 Warrants will provide the holders thereof with the right to subscribe (for nil consideration) for one Share, such right becoming exercisable upon the trading price of the Shares in the Company reaching the applicable Threshold Price, being (in respect of the Tranche 1 Warrants) US$13.455 per Share, prior to the end of the five-year term.

(d) The shares in the Company to be issued upon exercise of the Tranche 1 Warrants, will have the same rights in all respects as the Shares (including the right to receive all dividends or other distributions declared by the Company after the date of issue of such Shares).

(e) If exercised in full and provided that no adjustment events have occurred pursuant to the terms and conditions of the Tranche 1 Warrants and further provided that the Company does not exercise its option to satisfy its obligation to deliver Shares in the Company by instead paying a cash amount calculated in accordance with the terms and conditions of the Warrants, the Tranche 1 Warrants (1) issued to the Existing Shareholder Investors will result in the issued ordinary share capital of the Company increasing by approximately 3.93 per cent., (2) issued to the Shareholder Claimants will result in the issued ordinary share capital of the Company increasing by approximately 1.51 per cent. and (3) issued to the Non-Shareholder Claimants will result in the issued ordinary share capital of the Company increasing by approximately 1.51 per cent.[18]

(f) The ISIN for the Tranche 1 Warrants will be JE00BTKW2T11. The Tranche 1 Warrants will be admitted to the warrants, options and other miscellaneous securities listing segment of the Official List and to trading on the London Stock Exchange's main market for listed securities under the ticker symbol "PFC1".

(g) It is expected that Admission of the Tranche 1 Warrants issued on the Restructuring Effective Date will become effective on the Restructuring Effective Date and that dealings on the London Stock Exchange in the Tranche 1 Warrants will commence following the publication of the Company's 2024 Consolidated Financial Statements and the subsequent lifting of the trading suspension, which is expected shortly after the Restructuring Effective Date.

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[17] See "*Warrants*" above in Part I (Information of the Balance Sheet Restructuring) for details of the timing and process of the issuance of Tranche 1 Warrants.

[18] Based on the expected number of Shares that will be in existence upon the occurrence of the Restructuring Effective Date, but presuming in each case that In each case presuming the Tranche 2 Warrants have not been exercised.

4.1.3 The Tranche 2 Warrants:

(a) Subject to Admission, pursuant to the Equity Capital Raise, 6,792,713 Tranche 2 Warrants will be issued, being 2,369,355 Tranche 2 Warrants to the Existing Shareholder Investors, a pro rata share of 2,211,679 Tranche 2 Warrants to the Shareholder Claimants and a pro rata share of 2,211,679 Tranche 2 Warrants to the Non-Shareholder Claimants.[19]

(b) The Tranche 2 Warrants will be constituted under English Law.

(c) The Tranche 2 Warrants will provide the holders thereof with the right to subscribe (for nil consideration) for one Share, such right becoming exercisable upon the trading price of the Shares in the Company reaching the applicable Threshold Price, being (in respect of the Tranche 2 Warrants) US$18.7875 per Share, prior to the end of the five-year term.

(d) The shares in the Company to be issued upon exercise of the Tranche 2 Warrants, will have the same rights in all respects as the Shares (including the right to receive all dividends or other distributions declared by the Company after the date of issue of such Shares).

(e) If exercised in full and provided that no adjustment events have occurred pursuant to the terms and conditions of the Tranche 2 Warrants and further provided that the Company does not exercise its option to satisfy its obligation to deliver Shares in the Company by instead paying a cash amount calculated in accordance with the terms and conditions of the Warrants, the Tranche 2 Warrants (1) issued to the Existing Shareholder Investors will result in the issued ordinary share capital of the Company increasing by approximately 2.15 per cent., (2) issued to the Shareholder Claimants will result in the issued ordinary share capital of the Company increasing by approximately 2.01 per cent. and (3) issued to the Non-Shareholder Claimants will result in the issued ordinary share capital of the Company increasing by approximately 2.01 per cent.[20]

(f) The ISIN for the Tranche 2 Warrants will be JE00BTKW2V33. The Tranche 2 Warrants will be admitted to the warrants, options and other miscellaneous securities listing segment of the Official List and to trading on the London Stock Exchange's main market for listed securities under the ticker symbol "PFC2".

(g) It is expected that Admission of the Tranche 2 Warrants issued on the Restructuring Effective Date will become effective on the Restructuring Effective Date and that dealings on the London Stock Exchange in the Tranche 2 Warrants will commence following the publication of the Company's 2024 Consolidated Financial Statements and the subsequent lifting of the trading suspension, which is expected shortly after the Restructuring Effective Date.

4.2 Form and Currency

4.2.1 The New Equity Capital Raise Shares and the New Debt Conversion Shares (together, the New Shares):

(a) The New Shares will be in registered form and will be capable of being held in certificated and uncertificated form. The Registrar of the Company is Equiniti (Jersey) Limited.

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19 See "*Warrants*" above in Part I (Information of the Balance Sheet Restructuring) for details of the timing and process of the issuance of Tranche 2 Warrants.

20 Based on the expected number of Shares that will be in existence upon the occurrence of the Restructuring Effective Date and in each case presuming the exercise of the Tranche 1 Warrants.

(b) The New Shares are, and on Admission will be, denominated in US Dollars.

(c) Title to the certificated New Shares will be evidenced by entry in the register of members of the Company and title to uncertificated New Shares will be evidenced by entry in the operator register maintained by Equiniti (which will form part of the register of members of the Company).

(d) No share certificates will be issued in respect of New Shares in uncertificated form. No temporary documents of title have been or will be issued in respect of the New Shares.

(e) It is currently anticipated that the New Shares will be eligible to join CREST, the computerised, paperless system for settlement of sales and purchases of shares in the London securities market, with effect immediately upon Admission of the New Shares and the commencement of dealings on the London Stock Exchange.

4.2.2 The Tranche 1 Warrants:

(a) The Tranche 1 Warrants will be in registered form and will be capable of being held in certificated and uncertificated form. The Registrar of the Company is Equiniti (Jersey) Limited.

(b) Title to the certificated Tranche 1 Warrants will be evidenced by entry in the register of holders of such Warrants and title to uncertificated Tranche 1 Warrants will be evidenced by entry in the operator register maintained by Equiniti.

(c) No share certificates will be issued in respect of Tranche 1 Warrants in uncertificated form. No temporary documents of title have been or will be issued in respect of the Tranche 1 Warrants.

(d) It is currently anticipated that the Tranche 1 Warrants will be eligible to join CREST, the computerised, paperless system for settlement of sales and purchases of shares in the London securities market, with effect immediately upon Admission of the Tranche 1 Warrants and the commencement of dealings on the London Stock Exchange.

4.2.3 The Tranche 2 Warrants:

(a) The Tranche 2 Warrants will be in registered form and will be capable of being held in certificated and uncertificated form. The Registrar of the Company is Equiniti (Jersey) Limited.

(b) Title to the certificated Tranche 2 Warrants will be evidenced by entry in the register of holders of such Warrants and title to uncertificated Tranche 2 Warrants will be evidenced by entry in the operator register maintained by Equiniti.

(c) No share certificates will be issued in respect of Tranche 2 Warrants in uncertificated form. No temporary documents of title have been or will be issued in respect of the Tranche 2 Warrants.

(d) It is currently anticipated that the Tranche 2 Warrants will be eligible to join CREST, the computerised, paperless system for settlement of sales and purchases of shares in the London securities market, with effect immediately upon Admission of the Tranche 2 Warrants and the commencement of dealings on the London Stock Exchange.

5 Dividends

The Board recognises the importance of dividends to shareholders and expects to reinstate them in due course, once the Company's performance and financial condition has improved.

6 Directors and Senior Managers

6.1 Directors

The Directors are listed below:

Name	Age	Position
René Médori	67	Chair
Tareq Kawash	56	Group Chief Executive
Afonso Reis e Sousa	54	Chief Financial Officer
Matthias Bichsel	70	Senior Independent Director
David Davies	69	Non-Executive Director
Aidan de Brunner	52	Non-Executive Director

The business address of each of the Directors is 26 New Street, St Helier, Jersey JE2 3RA.

There is no family relationship between any of the Directors.

Set out below are the directorships and partnerships held by the Directors (other than, where applicable, directorships held in subsidiaries of the Company) in the five years prior to the date of this document:

Name	Current directorships/partnerships	Past directorships/partnerships
René Médori	Vinci SA	Anglo American plc
	Newmont Corp	Anglo American Platinum Limited
	Puma Energy	De Beers Limited
		SSE plc
		Cobham plc
Tareq Kawash	CB&I Power Ltd	CB&I UK Ltd
	CB&I London	Oxford Metal Supply Ltd
	CB&I Constructors Ltd	McDermott Holdings 1 Ltd
	CB&I Group UK Holdings	CB&I Group UK Ltd
	Whessoe Piping Systems Ltd	Pipework Engineering and Developments Ltd
	CB&I (US) Holdings Ltd	CB&I Holdings (UK) Ltd
	CB&I Paddington Ltd	CBI UK Cayman Acquisition Ltd
	McDermott Marine Construction Ltd	Deepsea (UK) Ltd

Name	Current directorships/partnerships	Past directorships/partnerships
	Deepsea (Europe) Ltd	McDermott International Inc
	CB&I Houston 07 LLC	CB&I Houston LLC
	CB&I Houston 06 LLC	CB&I Houston 08 LLC
Afonso Reis e Sousa	The White House (Maida Vale) Management Limited	—
	Screenprojex Limited	
	Altered Perceptions Limited	
Matthias Bichsel............	Canadian Utilities Limited	Sulzer AG
	Voliro AG	South Pole Group
David Davies.................	Wienerberger AG	Ophir Energy Plc
	GTSoU LLC	Uniper SE
		OMV AG
Aidan de Brunner..........	Anfora GP Limited	Babylon Healthcare Services Ltd
	BGHL Realisations Ltd (*In Administration*)	Codere Newco SAU
	BPL Realisations Ltd (*In Administration*)	Codere New Topco SA
	Burkina Health Foundation Ltd	Liberty France Industries BV
	Concerts for Carers Ltd	London Southend Airport Company Ltd
	Dataworks Technology Ltd	Lumiradx UK Ltd
	Emperic Ltd	Mclaren Group Ltd
	Fagus Holdco PLC	Plataforma Ltd
		Teide Ltd
	Thames Water Super Senior Issuer PLC	The Trafford Centre Ltd
	Thames Water Utilities Holdings Limited	The Trafford Centre Holdings Ltd
	Thames Water Utilities Finance PLC	The Trafford Centre Investments Ltd
	Thames Water Utilities Limited	Trafford Centre Group (UK) Ltd
	We Are Sweet Ltd	

6.2 Senior Managers

The Senior Managers, and their respective positions within the Company, are listed below:

Name	Age	Position
Elie Lahoud	51	Chief Operating Officer – Engineering & Construction
John Pearson	61	Chief Operating Officer – Asset Solutions & Energy Transition Projects
Sandra Redding	48	Group General Counsel
Desmond Thurlby	60	Group Director of Human Resources
Sophie Reid	41	Group Director, Communications
James Andrews	58	Group Head of QHSE
Marc Bonandrini	51	Chief Commercial Officer
Ronan Mooney	60	Chief Transformation Officer

The business address of each of the Senior Managers is 26 New Street, St Helier, Jersey JE2 3RA.

Set out below are the directorships and partnerships held by the Senior Managers (other than, where applicable, directorships held in subsidiaries of the Company), in the five years prior to the date of this document:

Name	Current directorships/partnerships	Past directorships/partnerships
Elie Lahoud	—	—
John Pearson	—	Amec Foster Wheeler Group Limited The Oil and Gas Industry Association Limited Sigma 3 (North Sea) Limited Various US subsidiaries of Amec Foster Wheeler plc, prior to its acquisition by Wood plc
Sandra Redding	—	—
Desmond Thurlby	—	Goldicote Hall (Management) Limited
Sophie Reid		—
James Andrews	—	SCP Oilfield Services
Marc Bonandrini	—	—
Ronan Mooney	Seapoint Strategy Limited	Cooperheat Saudi Arabia Co Ltd.; Stork Technical Services UK Limited; Stork Oryx Turbo Machinery Services LLC; Giovenco Industries (Aust) Pty Limited;

Name	Current directorships/partnerships	Past directorships/partnerships
		Stork Technical Services Australia Pty Limited

There is no family relationship between any of the Senior Managers.

6.3 Save as disclosed herein, as at the date of this document, none of the Directors or the Senior Managers has at any time within the past five years:

(i) save as disclosed in paragraphs 6.1 and 6.20 above, been a director or partner of any companies or partnerships;

(ii) had any convictions in relation to fraudulent offences (whether spent or unspent);

(iii) been adjudged bankrupt or entered into any individual voluntary arrangements;

(iv) been a director of any company at the time of or within a 12-month period preceding any receivership, compulsory liquidation, creditors' voluntary liquidation, administration, company voluntary arrangement or any composition or arrangement with such company's creditors generally or with any class of creditors of such company;

(v) been partner of any partnership at the time of or within a 12-month period preceding any compulsory liquidation, administration or partnership voluntary arrangement of such partnership;

(vi) had his or her assets the subject of any receivership;

(vii) been partner of any partnership at the time of or within a 12-month period preceding any assets thereof being the subject of a receivership;

(viii) been subject to any official public incrimination and/or sanctions by any statutory or regulatory authority (including any designated professional body); or

(ix) ever been disqualified by a court from acting as a director or other officer of any company or from acting in the management or conduct of the affairs of any company.

6.4 Save for their capacities as persons legally and beneficially interested in Shares, there are:

(i) no potential conflicts of interest between any duties to the Company of the Directors or the Senior Managers and their private interests and/or other duties; and

(ii) no arrangements or understandings with major Shareholders, members, suppliers or others, pursuant to which any Director or Senior Manager was selected.

6.5 The Ad Hoc Group (in consultation with the New Financial Investor) will have the right to approve the composition of the Board to be established following the completion of the Balance Sheet Restructuring. It is expected that any changes to the Board will be announced prior to the date of the Company's next annual general meeting, or as soon as possible thereafter as the Company, having obtained approval from the Ad Hoc Group (in consultation with the New Financial Investor), can identify and enter into terms with appropriate candidates.

The Company's current Chairman, René Médori, will continue in his role during the implementation of the Balance Sheet Restructuring in order to guide the Group through the process, and will lead a transition to a new Chairperson in the course of 2025, with a period of overlap to ensure the Group's stability as it emerges into its new capital structure.

The Company will continue to maintain compliance with the UKCGC or explain any areas of non-compliance as applicable. The Company may, as a result of changes to the Board to be implemented as part of the Balance Sheet Restructuring, deviate from the UKCGC in certain respects, including with respect to the recommendation that a majority of directors (excluding the chair) should be independent. Any such deviations would be explained as required pursuant to the UKCGC.

7 Directors' and Senior Managers' Interests

7.1 The interests of the Directors and Senior Managers, and their respective closely associated persons (within the meaning of MAR), in the share capital of the Company on the Latest Practicable Date and as they are expected to be immediately following the Equity Capital Raise (assuming that no Shares are issued pursuant to options exercised under any of the Share Schemes nor are exercised between the date of this document and Admission becoming effective), are as follows:

Name	Interests in Shares as at the Latest Practicable Date[(1)]		Interests in Shares immediately following the Balance Sheet Restructuring[(1)(2)]	
	No.	**%[(2)]**	**No.**	**%[(3)]**
Directors				
René Médori	660,040	0.125	130,611	0.136
Tareq Kawash	378,270	0.072	65,509	0.068
Afonso Reis e Sousa	163,720	0.031	51,820	0.054
Matthias Bichsel	129,095	0.024	546	0.001
David Davies	150,443	0.028	33,869	0.035
Aidan de Brunner	—	—	—	—
Senior Managers				
Elie Lahoud	870,146	0.165	3,680	0.004
John Pearson	248,978	0.047	1,053	0.001
Sandra Redding	72,468	0.014	306	0.000
Desmond Thurlby	39,224	0.007	166	0.000
Sophie Reid	15,434	0.003	65	0.000
James Andrews	157,024	0.030	664	0.001
Marc Bonandrini	45,796	0.009	194	0.000

Notes:

(1) Comprising Shares held legally or beneficially by the relevant Director or Senior Manager or their closely associated persons (within the meaning of MAR).

(2) Taking into account the Share Consolidation.

(3) Rounded to the nearest 0.001 per cent.

7.2 Other than as disclosed in this paragraph 7, there are no other persons to whom any capital of any member of the Group is under option or agreed conditionally or unconditionally to be put under option.

7.3 No Director has or has had any interest in any transactions which are or were unusual in their nature or conditions or are or were significant to the business of the Group or any of its subsidiary undertakings and which were effected by the Group or any of its subsidiaries during the current or immediately preceding financial year or during an earlier financial year and which remain in any respect outstanding or unperformed.

7.4 There are no outstanding loans or guarantees granted or provided by any member of the Group to or for the benefit of any of the Directors.

7.5 Save as set out in this Part VII (*Additional Information*), it is not expected that any Director will have any interest in the share or loan capital of the Company following the Equity Capital Raise and there is no person to whom any capital of any member of the Group is under option or agreed unconditionally to be put under option.

8 Interests of Major Shareholders

8.1 Insofar as the Company had been notified under the Disclosure Guidance and Transparency Rules, the names of the persons who, directly or indirectly, have an interest in 3 per cent. or more of the Company's issued share capital, and their respective interests, as at the Latest Practicable Date (based solely on the latest notifications that have been made to the Company by the relevant shareholder and/or disclosed for persons discharging managerial responsibilities) and as they are expected to be immediately following the Balance Sheet Restructuring (assuming that no Shares are issued pursuant to options exercised under any of the Share Schemes are exercised between the date of this document and Admission becoming effective) are as follows.

Name	**Interests in Shares as at the Latest Practicable Date**		**Interests in Shares immediately following the Balance Sheet Restructuring(1)**	
	No.	**%**	**No.**	**%**
Ayman Asfari and family	85,038,340	16.08	2,932,594	3.05
Azvalor Asset Management SGIIC SA	78,151,077	14.78	4,183,366	4.35
JOHambro	25,922,679	4.90	2,649,213	2.76

Note:

(1) Taking into account the Share Consolidation and, for each of Ayman Asfari and family, Azvalor Asset Management SGIIC SA and JOHambro, all Shares acquired pursuant to the Equity Capital Raise. Excluding (i) further Shares issued in connection with the settlement and/or compromise of historical claims and contingent liabilities; (ii) the potential Equity Capital Raise Upsize; (iii) the potential Retail Offer; (iv) any Shares issued in connection with the new management incentivisation programme following completion of the Balance Sheet Restructuring; and (v) any Shares issued following any exercise of Warrants.

8.2 So far as the Company is aware, the Company is not directly or indirectly owned or controlled by another corporation, any foreign government or any other natural or legal person, severally or jointly.

8.3 None of the major Shareholders referred to above has different voting rights from other Shareholders.

8.4 Equity Placees that were Existing Shareholders as at the date of entry into the Equity Commitment Letters, other than Directors, will be issued Warrants in connection with the Balance Sheet Restructuring. Each Warrant gives the Warrantholder the right to subscribe (for nil consideration) for one Share, such right becoming exercisable upon the trading price of the Shares reaching the applicable threshold price, in accordance with the terms and conditions of such Warrants. The following table sets out Warrants granted (taking into account the Share Consolidation) to individuals listed in Table 8.1.

	Tranche 1 Warrants	**Tranche 2 Warrants**
Ayman Asfari and family	1,160,501	676,959
Azvalor Asset Management SGIIC SA	1,740,751	1,015,438
JOHambro	1,160,501	676,959

8.5 In addition to the persons set out in paragraph 8.1, the following persons are expected as a result of the Balance Sheet Restructuring to, directly or indirectly, hold an interest in 3 per cent. or more of the Company's issued share capital.

Name[(1)]	**Interests in Shares received pursuant to the Balance Sheet Restructuring**[(2)]	
	No.	**%**
Funds managed by Nut Tree Capital Management	12,394,728	12.9
Certain funds, affiliates and assignees of Fortress Investment Group LLC	8,385,150	8.7
Funds and accounts managed by Boundary Creek Advisors LP	6,832,881	7.1
MZI Holding Limited	6,390,958	6.6
Mason Capital Management LLC	5,992,712	6.2
Sparta Global Opportunities Master Fund LP	4,059,770	4.2
Fidelity International	3,822,060	4.0

Notes:

(1) Including in certain cases funds managed by the named or an affiliated entity.

(2) Taking into account the Share Consolidation and, for each listed shareholder, all Shares acquired pursuant to the Equity Capital Raise, the Debt Conversion and associated fees. Excluding (i) further Shares issued in connection with the settlement and/or compromise of historical claims and contingent liabilities; (ii) the potential Equity Capital Raise Upsize; (iii) the potential Retail Offer; (iv) any Shares issued in connection with the new management incentivisation programme following completion of the Balance Sheet Restructuring; and (v) any Shares issued following any exercise of Warrants.

9 Mandatory Takeover Bids, Squeeze-out Rules, Sell-out Rules and Takeover Bids

9.1 Mandatory Takeover Bids

The UK Takeover Code applies to the Company. Under the UK Takeover Code, if an acquisition of interests in shares were to increase the aggregate holding of an acquirer and persons acting in concert with it to an interest in shares carrying 30 per cent. or more of the voting rights in the Company, the acquirer and, depending upon the circumstances, persons acting in concert with it would be required (except with the consent of the UK Panel on Takeovers and Mergers) to make a cash offer for the outstanding shares at a price not less than the highest price paid for any interest in shares by the acquirer or his or her concert parties during the previous 12 months. A similar obligation to make such a mandatory offer would also arise on the acquisition of an interest in shares by a person holding (together with any persons acting in concert) an interest in shares carrying between 30 per cent. and 50 per cent. of the voting rights in the Company if the effect of such acquisition were to increase that person's percentage of the voting rights. Under the UK Takeover Code, when an offer is made for shares in the Company, the person making the offer must also make an appropriate offer or proposal to holders of any convertible securities, options or subscription rights, to the extent outstanding.

9.2 Squeeze-Out Rules

The Jersey Companies Law provides that where a person (the "**Offeror**") makes a takeover offer to acquire all of the shares (or all of the shares of any class) in a Jersey company (other than any shares already held by the Offeror at the date of the offer), if the Offeror has by virtue of acceptances of the offer acquired or contracted to acquire not less than 90 per cent. in nominal value of the shares (or class of shares) to which the offer relates, the Offeror may (subject to the requirements of the Jersey Companies Law), by notice to the holders of the shares (or class of shares) to which the offer relates which the Offeror has not already acquired or contracted to acquire, compulsorily acquire those shares. A holder of any shares who receives a notice of compulsory acquisition may, within six weeks from the date on which such notice was given, apply to the Jersey Court for an order that the offer not be entitled and bound to purchase the holder's shares or that the Offeror purchase the holder's shares on terms different to those of the Offeror's offer.

9.3 Sell-Out Rules

Where before the end of the period within which the takeover offer can be accepted, the Offeror has by virtue of acceptances of the offer acquired or contracted to acquire not less than 90 per cent. in nominal value of all of the shares (or all of the shares of a particular class) of the Jersey company, the holder of any shares (or class of shares) to which the offer relates who has not accepted the offer may, by written notice to the Offeror, require the Offeror to acquire the holder's shares. The Offeror shall (subject to the requirements of the Jersey Companies Law) be entitled and bound to acquire the holder's shares on the terms of the offer or on such other terms as may be agreed. Where a holder gives the Offeror a notice of compulsory acquisition, each of the Offeror and the holder of the shares is entitled to apply to the Jersey Court for an order that the terms on which the Offeror is entitled and bound to acquire the holder's shares shall be such as the court thinks fit.

9.4 Takeover Bids

No public takeover bid has been made in relation to the Company during the last financial year or the current financial year.

10 Auditor

Following completion of a formal tender process in 2016, Ernst & Young LLP, a member firm of the Institute of Chartered Accountants in England and Wales with its address at 1 More London Place, London SE1 2AF, United Kingdom, was reappointed as the Group's external auditor, having been in place since October 2005. In accordance with regulation, the lead audit partner responsible for the Group audit was rotated at the end of the 2021 audit. Ernst & Young LLP will be required to step down as the Group's external auditor after the end of the financial year 2024 audit having completed its 20-year audit limit.

11 Material Contracts

The below contracts (not being contracts entered into in the ordinary course of business) have been entered into by the Company or another member of the Group within the two years immediately preceding the date of this document and are, or may be, material or have been entered into at any time by the Company or any member of the Group and contain provisions under which the Company or any member of the Group has an obligation or entitlement which is, or may be, material to the Company or any member of the Group as at the date of this document.

In connection with the Balance Sheet Restructuring, the Group has entered into, *inter alia*, the Lock-Up Agreement, the Backstop Agreement, the Commitment Letters, the New Finance Documents and the Key Client Arrangements, which are summarised below. As summarised in Part I (*Information on the Balance Sheet Restructuring*); (i) the effectiveness of certain of these agreements remains conditional upon the court sanctioning the Restructuring Plans (and the sanction order being final and not being subject to or open to appeal); and (ii) the respective parties thereto have agreed to terminate or amend, as applicable, the Revolving Credit Facility, the ADCB Facility, the RAK Facility, the Indenture, and certain unfunded Guarantee facilities, and to implement amendments to the Intercreditor Agreement as summarised below, in each case conditional upon effectiveness of the Balance Sheet Restructuring.

11.1 Sponsor's Agreement

In connection with New Shares Admission, the Company and J.P. Morgan have entered into a sponsor's agreement on or around the date of this Prospectus (the "**Sponsor's Agreement**"), pursuant to which:

(i) the Company has appointed J.P. Morgan as sponsor in connection with the production and publication of this Prospectus and the applications for New Shares Admission, and J.P. Morgan has accepted such appointment;

(ii) J.P. Morgan has been granted all powers, authorities and discretions which are necessary for, or reasonably incidental to, the performance of its functions as a sponsor in connection with the applications for New Shares Admission and the submission of the Prospectus;

(iii) the Company has agreed to deliver certain documents to J.P. Morgan relating to this Prospectus and New Shares Admission and its responsibilities under the Listing Rules;

(iv) the Company has given customary representations and warranties to J.P. Morgan;

(v) the Company has given customary indemnities to J.P. Morgan; and

(vi) J.P. Morgan has the right to terminate the Sponsor's Agreement in certain circumstances prior to New Shares Admission, including: (i) if the engagement of J.P. Morgan as financial adviser and/or sponsor to the Company under the engagement letter dated 13 March 2024 entered into between the Company and J.P. Morgan is terminated, (ii) if J.P. Morgan becomes aware that the Company has breached any of its obligations under the Sponsor's Agreement other than, in any case, where failure to comply with such obligations, in the opinion of J.P. Morgan (acting in good faith and following consultation with the Company where practicable and legally permissible), is not material in the context of New Shares Admission; and (iii) J.P. Morgan becomes aware that any of the warranties in the Sponsor's Agreement is, or if repeated at any time prior to New Shares Admission (by reference to the facts then existing) would be, untrue, inaccurate or misleading.

11.2 Lock-Up Agreement

On 22 December 2024, the Company and certain other members of the Group entered into a lock-up agreement with financial creditors holding approximately 57 per cent. of the Notes (the "**Lock-Up Agreement**"). The Lock-Up Agreement outlines the agreed commercial terms of the Balance Sheet Restructuring pursuant to which the parties have agreed that they will (among other things):

(i) promptly take all actions necessary (including such action reasonably requested by the Company in good faith) to support, facilitate, implement, consummate or otherwise give effect to all or any part of the Balance Sheet Restructuring (including pursuant to the relevant documents necessary to implement, consummate or otherwise give effect to all or any part of the Restructuring);

(ii) not take, encourage, assist or support (or procure that any other person takes, encourages, assists or supports) any action which would, or would reasonably be expected to, breach or be inconsistent with the terms of the Lock-Up Agreement or delay, impede, frustrate or prevent the implementation or consummation of all or any part of the Balance Sheet Restructuring;

(iii) permanently waive and forbear from exercising, any rights or remedies against any member of the Group it may have as a result of any breach of a Debt Document, any Default or Event of Default (as such terms are defined in the relevant Debt Document) triggered by the Restructuring; and

(iv) temporarily forbear from enforcing their debt claims in connection with non-payment of interest, principal and other fees under these instruments.

As at the Latest Practicable Date, the Lock-Up Agreement had been signed or acceded to by (i) holders of approximately 75.1 per cent. of the senior secured notes, (representing an increase of approximately 18.1 per cent. since the launch of the Balance Sheet Restructuring) and (ii) Revolving Credit Facility lenders holding approximately 70.8 per cent. of the Revolving Credit Facility debt, which in aggregate constitutes approximately 67.8 per cent. of the Funded Debt.

Any consenting creditor that is a party, or has acceded to the Lock-Up Agreement on or before 5:00 p.m. on 15 January 2025 (or has acquired Funded Debt that was locked up before such time) will be entitled to receive payment of an early bird fee equal to 0.25 per cent. of its Funded Debt that was locked up as at 15 January 2025, which is to be paid in cash on the Restructuring Effective Date.

The Lock-Up Agreement includes certain restrictive covenants on the Group, including restrictions in relation to:

(i) changing the capital structure of any Group member; including any issuance of new shares;

(ii) entering into material contracts or making material changes to material contracts;

(iii) creating new security to secure any indebtedness in excess of US$1,000,000;

(iv) disposal of material assets;

(v) payment of dividends or making other distributions;

(vi) entering into a transaction with any shareholder of the Company (or its affiliate); and

(vii) making payments or other concessions to any creditor group.

The Lock-Up Agreement sets out a number of "Restructuring Milestones", establishing a clear timeline and set of objectives which must be achieved to successfully implement the Restructuring. These align all parties to a structured and timely process, reducing uncertainties and mitigating risks associated with delay or failures in execution of the Balance Sheet Restructuring, including:

(i) obtaining consents of the holders of the Notes to amend the governing law of the Notes in order to facilitate the Balance Sheet Restructuring;

(ii) convening the Plan Meetings and achieving a sanction of the Restructuring Plans by the English court;

(iii) obtaining support letters and waivers from the relevant Unfunded Facility Providers;

(iv) remedying or obtaining waivers of defaults in respect of an E&C project;

(v) entering into an agreement with a non-compromised Thai Oil Guarantee Provider in respect of its claims in relation to the performance guarantees it has issued in respect of the Thai Oil Clean Fuels Project;

(vi) achieving a solution to certain of the Group's historical tax liabilities;

(vii) obtaining requisite resolutions of the Company's shareholders required in connection with the Balance Sheet Restructuring;

(viii) delivering a plan to formalise the legal and operational alignment of its delivery units (E&C, ETP and Asset Solutions); and

(ix) admission of New Shares to listing.

The Lock-Up Agreement is also subject to a number of termination provisions, including:

(i) automatic termination on the earlier of the Restructuring Effective Date or 30 May 2025 (being the long-stop date that can be extended to 30 June 2025 with the consent of the requisite creditors in accordance with the Lock-Up Agreement, which the Company expects to seek following the sanction hearing); and

(ii) termination by each of the Company, the Ad Hoc Group, or locked-up lenders holding more than 66 2/3 per cent. of the principal amount outstanding of locked-up Primary Bank Debt, in each case if certain termination events occur, including:

   (a) material non-compliance with the terms of the Lock-Up Agreement (subject to a 15 business days remedy period);

   (b) enforcement action in respect of liabilities exceeding US$10 million being taken against any Group entity;

   (c) failure to meet the "Restructuring Milestones" as outlined above by the applicable date set out in the Lock-Up Agreement;

   (d) occurrence of a material adverse change in the ability of the Group to implement the Balance Sheet Restructuring or in the consolidated financial condition, assets or business of the Group; and

   (e) occurrence of an insolvency event.

The Lock-Up Agreement provides for the possibility of the senior secured financial creditors to participate in New Money by delivering a commitment letter or making an election as part of the Restructuring Plan by a date that falls one business day after the Plan Meetings. If a creditor agrees to participate, it must provide its pro rata portion of new funding in the form of both New Money Notes and New Equity Capital Raise Shares, on a 50/50 basis.

11.3 Work fee letter

On 22 December 2024, the Ad Hoc Group and the Company entered into an agreement regarding the payment of a work fee in consideration for the extensive resources and support provided by the Ad Hoc Group in considering, negotiating and preparing for the Balance Sheet Restructuring (the "**Work Fee Letter**").

The Ad Hoc Group have undertaken considerable work to prepare for potential transactions in relation to the Group, with the aim of preserving and stabilising the Group's capital structure and preserving the Company as a going concern, culminating in the proposal of the Balance Sheet Restructuring. Such work has included structuring and conducting due diligence, participating in calls and meetings with the Company and its advisers, developing funding solutions and coordinating with other potential financiers and/or investors, and reviewing and providing feedback on restructuring proposals and draft documentation relating to the Balance Sheet Restructuring.

In order to receive material non-public information to be able to undertake the work described above, the Ad Hoc Group have been restricted from trading and have forgone the opportunity to trade in the Notes for extended periods of time.

Under the Work Fee Letter, the Company has accordingly agreed to pay to each of the five members of the Ad Hoc Group an equal share of an aggregate amount of US$7,092,750. This fee is to be paid in cash immediately upon the termination of the Lock-Up Agreement (other than termination as a result of the occurrence of the Restructuring Effective Date), or, upon the occurrence of the Restructuring Effective Date, capitalised and paid in New Shares (instead of cash). The fee is non-refundable and not subject to any set-off or counterclaim, and is payable whether or not the Balance Sheet Restructuring is completed.

11.4 Backstop Agreement

Pursuant to the terms of the Backstop Agreement, the Backstop Providers have agreed to fully underwrite US$94 million of the Debt Raise and US$94 million of the New Equity Capital Raise on the terms and subject to the conditions thereof.

Under the terms of the Backstop Agreement, the Backstop Providers will subscribe for any New Notes and for any New Shares that are not taken up by Funded Creditors pursuant to the terms of the Lock-Up Agreement. Any such New Shares will be taken up at an issue price of approximately US$4.14 (approximately £3.09) per Share (reflecting the Share Consolidation), being a discount of US$0.86 to its nominal value of US$5.00.

In consideration for their service, the Backstop Providers will be paid a pro rata share of the backstop fees of (i) 3.75 per cent. of the aggregate amount of debt funding backstopped, which will be satisfied by the issuance of New Money Notes, and (ii) 3.75 per cent. of the aggregate amount of New Equity Capital Raise Shares backstopped, which will be satisfied by the issuance of New Shares (constituting 1.67 per cent. of the Company's share capital post-Balance Sheet Restructuring). Backstop fees will be paid at completion of the Balance Sheet Restructuring.

Certain additional Funded Creditors have acceded to the Backstop Agreement to provide backstop commitments up to their pro rata share calculated by reference to the Funded Debt held by such Funded Creditors (with the corresponding reduction of the backstop commitments of the Backstop Providers). Funded Creditors that acceded to the Backstop Agreement by 15 January 2025 and the Backstop Providers will be paid a pro rata share of an additional backstop fee of 3.75 per cent. on the amount of New Money Notes and New Equity Capital Raise Shares backstopped by such Funded Creditors and the Backstop Providers, satisfied by the issuance of New Shares (constituting 1.67 per cent. of the Company's share capital post-Restructuring) and the issuance of additional New Money Notes on the Restructuring Effective Date.

The Backstop Agreement shall terminate automatically without any further action being taken by any party thereto upon the termination of the Lock-Up Agreement in respect of all parties thereto.

11.5 New Financial Investor Commitment

Pursuant to a New Financial Investor commitment letter originally dated 22 December 2024 and superseded by a further New Financial Investor commitment letter dated 28 March 2025 (entered into in connection with the Revised Guarantee Structure), the New Financial Investor has committed to subscribe for (i) US$37.50 million of New Equity Capital Raise Shares in the Equity Capital Raise, (ii) US$37.50 million in New Notes (after deducting the OID and the backstop fees) and (iii) US$50.00 million in CBG Notes.

Under the terms of the New Financial Investor Commitment, the obligations of the New Financial Investor to participate in the Equity Capital Raise, the Debt Raise and the CBG Notes are subject to certain customary conditions including, among others, the passing of the Resolutions at the General Meeting, the completion of the Share Consolidation and admission, as well as the following in relation to the Balance Sheet Restructuring:

(i) the court sanctioning the Restructuring Plans (and the sanction order being final and not being subject to or open to appeal);

(ii) the condition that the agreements required to implement the Balance Sheet Restructuring each having become unconditional (save for any conditions relating to (a) the admission of any new securities to be issued pursuant to them on the equity shares (commercial companies) segment of the Official List and to trading on the London Stock Exchange's main market for listed securities or (b) the completion of the Equity Capital Raise, the Restructuring Plans, the Debt Raise or the issuance of the CBG Notes); and

(iii) the occurrence of the Effective Date under the Restructuring Implementation Deed.

In connection with the New Financial Investor's participation in the Balance Sheet Restructuring, it has agreed (including with respect to certain associated undertakings) not to acquire or dispose of, or enter into any agreement, arrangement or understanding to acquire or dispose of or offer to acquire or dispose of any interest in any equity securities of the Company (including derivatives referenced to such securities) or enter into any transaction with the same economic effect as, or announce any proposal to do, any of the foregoing, without the prior written consent of the Company, until the Restructuring Effective Date.

The New Financial Investor will receive Shares representing 1.8 per cent. of the Enlarged Share Capital as consideration for its participation in the New Equity Capital Raise. New Notes will be issued reflecting 7.5 per cent. OID and a backstop fee of 7.5 per cent.

The New Financial Investor Commitment will automatically terminate on the earlier of (i) the termination of the Lock-Up Agreement and (ii) 31 July 2025.

11.6 CBG Notes Participating Consenting Creditor Commitment

Pursuant to a commitment letter dated 28 March 2025, a creditor of the Group has committed to subscribe for US$30 million of CBG Notes (the "**CBG Notes Participating Consenting Creditor**").

Under the terms of the commitment letter, the obligations of the CBG Notes Participating Consenting Creditor are subject to certain conditions, including the occurrence of the Effective Date under the Restructuring Implementation Deed, the condition that the agreements required to implement the Balance Sheet Restructuring each having become unconditional (save for any conditions relating to (i) the admission of any new securities to be issued pursuant to them on the equity shares (commercial companies) segment of the Official List and to trading on the London Stock Exchange's main market for listed securities or (ii) the completion of the CBG Notes issuance and certain other customary conditions including, amongst others, the court sanctioning the Restructuring Plans (and the sanction order being final and not being subject to or open to appeal).

The CBG Notes Participating Consenting Creditor commitment letter will automatically terminate on the earlier of (i) the termination of the Lock-Up Agreement and (ii) 31 July 2025.

11.7 Equity Commitment Letters

Pursuant to Equity Commitment Letters dated on or around 22 December 2024 (as subsequently updated), the Equity Placees have committed to (i) subscribe in aggregate for US$62 million of New Equity Capital Raise Shares in the Equity Capital Raise and (ii) to the extent they are Existing Shareholders vote in favour of the Resolutions at the General Meeting.

Pursuant to the Equity Commitment Letters, Existing Shareholder Investors are also entitled to 48 Tranche 1 Warrants for every 100 New Shares subscribed for on the Restructuring Effective Date and 28 Tranche 2 Warrants for every 100 New Shares subscribed for on the Restructuring Effective Date. See Part IX (*Terms and Conditions of the Tranche 1 Warrants*) and Part X (*Terms and Conditions of the Tranche 2 Warrants*).

Under the terms of the Equity Commitment Letters, the obligations of Equity Placees to participate in the Equity Capital Raise are subject to the agreements required to implement the Balance Sheet Restructuring each having become unconditional (save for any conditions relating to (i) the admission of any new securities to be issued pursuant to them on the equity shares (commercial companies) segment of the Official List and to trading on the London Stock Exchange's main market for listed securities or (ii) the completion of the Equity Capital Raise, the Restructuring Plans or the Debt Raise) and certain other customary conditions including, amongst others, the court sanctioning the Restructuring Plans and admission, including that Admission take place by 31 July 2025 or such later date as the parties may agree.

11.8 Amended Intercreditor Agreement

11.8.1 General

In connection with, and conditional upon implementation of the other elements of, the Balance Sheet Restructuring, to establish the relative rights of certain of the Group's secured creditors under its financing arrangements, the Company, each of the guarantors and security providers, and any other entity which accedes to the intercreditor agreement as a debtor or an intra-group lender (together the "**New ICA Debtors**") will enter into an amendment and restatement agreement to the intercreditor agreement dated 26 October 2021 that includes customary terms for a refinancing with a capital and debt raise (the "**Amended Intercreditor Agreement**"), with, among others, the CBG Notes Issuer (as defined below), certain creditors under the TO Termed Out Debt and the existing bank guarantee facilities and the trustee under the New Notes (the "**Secured Creditors**").

The Amended Intercreditor Agreement is governed by English law and sets out, among other things:

- the relative ranking of certain indebtedness of the New ICA Debtors;
- the relative ranking of certain security and guarantees (the "**Collateral**") granted by the New ICA Debtors;
- when payments can be made in respect of debt of the New ICA Debtors;

- when enforcement action can be taken in respect of that indebtedness;
- the terms pursuant to which certain of that indebtedness will be subordinated, including upon the occurrence of certain insolvency events and turnover provisions; and
- the circumstances in which the Collateral may be shared on a super super senior, super senior, priority senior and *pari passu* basis with additional third-party creditors.

11.8.2 Priority of Secured Debt

The Amended Intercreditor Agreement ranks the debt held by the Secured Creditors that is secured by the Collateral (the "**Secured Debt**") as follows:

- debt owed to the Secured Creditors, on a priority basis and *pari passu* without any preference between any class of Secured Debt; and
- certain debt owed to the Secured Creditors and designated as senior subordinated debt in accordance with the Amended Intercreditor Agreement, on a subordinated basis (the "**Senior Subordinated Debt**"),

in each case, subject to the rules in relation to delineation of the Collateral described in paragraph 11.8.3 below.

11.8.3 Collateral

The Collateral held by the Secured Creditors will be delineated as follows:

- E&C Security: Collateral granted by, and in respect of the agreed assets of, the E&C Restricted Group;
- ETP Security: Collateral granted by, and in respect of the agreed assets of, the ETP Restricted Group;
- AS Security: Collateral granted by, and in respect of the agreed assets of, the AS Restricted Group; and
- HoldCo Security: Collateral granted by, and in respect of the agreed assets of, the Holdco Restricted Group,

(each of the E&C Security, ETP Security. AS Security and HoldCo Security, the "**Security Group**").

The secured obligations under the Collateral shall be the liabilities in favour of the Secured Creditors under each of the following Secured Debt:

- E&C Security:
  - (i) all Super Senior Debt Documents;
  - (ii) all Pari Passu Debt Documents; and
  - (iii) all Senior Subordinated Debt;
- ETP Security:
  - (i) all Super Super Senior Debt Documents;

(ii) all Super Senior Debt Documents (other than any agreements documenting the E&C Guarantees and any permitted liabilities);

(iii) all Pari Passu Debt Documents (other than any agreements documenting the E&C Guarantees); and

(iv) all Senior Subordinated Debt;

- AS Security:

  (i) the New Notes Indenture (constituting a Super Senior Debt Document);

  (ii) all Pari Passu Debt Documents (other than any agreements documenting the ETP Guarantees and the E&C Guarantees and the *pari passu* hedging liabilities); and

  all Senior Subordinated Debt;

- HoldCo Security:

  (i) the New Notes Indenture (constituting a Super Senior Debt Document);

  (ii) all Priority Senior Debt Documents;

  (iii) all Pari Passu Debt Documents (other than agreements documenting the ETP Guarantees and the E&C Guarantees and the *pari passu* hedging liabilities); and

  (iv) all Senior Subordinated Debt.

On and from the Business Transformation Completion Date, the liabilities under the New Notes Indenture will only be secured by the AS Security and the HoldCo Security and will not constitute secured obligations for the purposes of the E&C Security or the ETP Security.

11.8.4 **Enforcement**

The class of creditors permitted to instruct the New Security Agent to enforce the security documents and guarantees under the Amended Intercreditor Agreement (each, the "**Instructing Group**") are:

- in respect of enforcement decisions in relation to the AS Security:

  (i) prior to the full and final discharge of all liabilities under the New Notes Indenture, the Majority New Noteholders; and

  (ii) on and after the full and final discharge of all liabilities under the New Notes Indenture, but before the full and final discharge of all liabilities under the Pari Passu Debt Documents, the Majority Pari Passu Debt Creditors;

- in respect of enforcement decisions in relation to the E&C Security:

  (i) prior to the occurrence of the earlier of (1) the Business Transformation Completion Date and (2) the full and final discharge of all liabilities under the New Notes Indenture, the Majority New Noteholders;

  (ii) on and after the occurrence of the earlier of (1) the Business Transformation Completion Date and (2) the full and final discharge of all liabilities under the New Notes Indenture, but before the full and final discharge of all liabilities under the other Super Senior Debt Documents, the Majority Super Senior Creditors or, if the Majority Super Senior Creditors do not instruct the New Security Agent to take enforcement action within (a) 30 days in respect of a non-payment event or (b) 60 days in respect of any other event, the Majority Pari Passu Debt Creditors; and

(iii) on and after the full and final discharge of all liabilities under the Super Senior Debt Documents, but before the full and final discharge of all liabilities under the Pari Passu Debt Documents, the Majority Pari Passu Debt Creditors;

- in respect of enforcement decisions in relation to the HoldCo Security:

  (i) prior to the full and final discharge of all liabilities under the New Notes Indenture, the Majority New Noteholders;

  (ii) on and after the full and final discharge of all liabilities under the New Notes Indenture, but before the full and final discharge of all liabilities under the Super Super Senior Debt Documents, the issuer under the CBG Notes; and

  (iii) on and after the full and final discharge of all liabilities outstanding under the New Notes Indenture and the Super Super Senior Debt Documents, but before the full and final discharge of all liabilities outstanding under the Pari Passu Debt Documents, the Majority Pari Passu Debt Creditors; and

- in respect of enforcement decisions in relation to the ETP Security:

  (i) prior to the full and final discharge of all liabilities under the Super Super Senior Debt Documents, the issuer under the CBG Notes; and

  (ii) on and after the full and final discharge of all liabilities under the Super Super Senior Debt Documents:

    (1) prior to the occurrence of the earlier of (1) the Business Transformation Completion Date and (2) the full and final discharge of all liabilities under the New Notes Indenture, the Majority New Noteholders;

    (2) on and after the occurrence of the earlier of (1) the Business Transformation Completion Date and (2) the full and final discharge of all liabilities under the New Notes Indenture, but before the full and final discharge of all liabilities under the other Super Senior Debt Documents, the Majority Super Senior Creditors or, if the Majority Super Senior Creditors do not instruct the New Security Agent to take enforcement action within (a) 30 days in respect of a non-payment event or (b) 60 days in respect of any other event, the Majority Pari Passu Debt Creditors; and

    (3) on and after the full and final discharge of all liabilities under the Super Senior Debt Documents, but before the full and final discharge of all liabilities under the Pari Passu Debt Documents, the Majority Pari Passu Debt Creditors,

- on and after the full and final discharge of all liabilities under the Super Super Senior Debt Documents, the New Notes Indenture, the Priority Senior Debt Documents and the Pari Passu Debt Documents, the Majority Senior Subordinated Creditors.

The Amended Intercreditor Agreement specifies procedures that must be followed for each Instructing Group to instruct the Security Agent to enforce the Collateral. No secured party shall have any independent power to enforce, or to have recourse to, any Collateral (other than the guarantees) or to exercise any rights or powers arising under the security documents except through the Security Agent.

11.8.5 Enforcement Proceeds

The Amended Intercreditor Agreement provides that, following any enforcement of the Collateral of any Security Group, any recovered sums will be applied in the following order of priority:

- in discharging sums owed to the Security Agent, any receiver or delegate appointed pursuant to any security document and in payment to the creditor representatives (other than of any group of unsecured creditors) of its fees and costs in relation to enforcement;
- in discharging all costs and expenses incurred by any Secured Creditor of such Security Group in relation to the realisation or enforcement of the Collateral of such security Group;
- in discharging the relevant debt and, if applicable, hedging liabilities of such Security Group in the order of priority set out in paragraph 11.8.4 above;
- in payment to any person whom the Security Agent is obliged to pay in priority to any New ICA Debtor; and
- the balance, if any, in payment to the relevant New ICA Debtor.

The Amended Intercreditor Agreement contains customary turnover and equalisation provisions.

11.8.6 Appointment of Security Agent

The Amended Intercreditor Agreement sets out the terms on which the Security Agent holds the benefit of the security documents. The Security Agent's role under the Amended Intercreditor Agreement and the security documents is solely of a mechanical and administrative nature.

The Security Agent shall not be obliged to take any action (including with respect to taking enforcement proceeds or enforcing the security documents) unless instructed by the relevant class of creditors or permitted under the Amended Intercreditor Agreement and subject to an indemnity owed to it by the Secured Creditors. The Security Agent is entitled to accept deposits from, lend money to and generally engage in any kind of banking or other business with any member of the Group or any New ICA Debtor. It is not bound to account to any other Secured Party for any sum or profit element received by it for its own account.

Except as provided above, wherever in the security documents the Security Agent is required in connection with any exercise of its powers, trusts, authorities or discretions to have regard to the interests of the Secured Creditors, it shall have regard only to the interest of the Secured Creditors as a whole, and, in particular, but without prejudice to the generality of the foregoing, shall not be obliged to have regard to the consequences of such exercise for any individual Secured Creditor.

The Security Agent is not obliged to insure any Collateral, or require any other person to maintain or monitor the adequacy of such insurance or verify any obligation to arrange or maintain insurance, and will not be responsible for any loss, expense or liability which may be suffered as a result of the lack of, or inadequacy of, such insurance. The Security Agent will not undertake any independent investigations, searches or other actions to verify the title of any security provider to the Collateral or compliance by any obligor with their respective representations, warranties and undertakings under the transaction documents. The Security Agent will not investigate the efficacy or enforceability of any of the security documents.

11.8.7 Parallel Debt

In certain jurisdictions, a security interest in the Collateral is not granted directly to the relevant lenders or noteholders, but is granted only in favour of the Security Agent as beneficiary of parallel debt obligations ("**Parallel Debt**"). The Parallel Debt is in an amount up to the amount of debt held by the Secured Creditors (the "**Principal Obligations**"). Any payment in respect of the Principal Obligations shall discharge the corresponding Parallel Debt and any payment in respect of the Parallel Debt shall discharge the corresponding Principal Obligations.

11.8.8 Sharing of Collateral

The Amended Intercreditor Agreement provides that, subject to the terms of the financing documents for the Secured Debt, third-party creditors of the New ICA Debtors may in certain circumstances accede to the Amended Intercreditor Agreement as additional Secured Creditors with respect to such debt and thereby share in the Collateral on the terms set out in the Amended Intercreditor Agreement.

The sharing of the Collateral is subject to certain limitations under relevant local law. Further, the pool of Secured Creditors and the Secured Debt may be increased, thus resulting in a reduction in the pro-rated recovery of enforcement proceeds by the existing Secured Creditors.

11.8.9 Release of Collateral

The Amended Intercreditor Agreement provides that the Security Agent may release the Collateral under certain conditions, including in connection with the enforcement of the security documents or in connection with the sale of assets permitted by the relevant financing documents.

11.8.10 Amendments

The Security Agent has the right to make amendments which are minor or of a technical nature to the Amended Intercreditor Agreement without any further consent from the Secured Creditors. In all other respects, the Security Agent shall take instructions from the Secured Creditors in accordance with the terms of the Amended Intercreditor Agreement and the financing documents for the Secured Debt.

11.9 New Indenture and New Notes

11.9.1 General

In connection with the Balance Sheet Restructuring, AS Solutions Holdings Limited (the "**New Notes Issuer**"), an indirect wholly-owned subsidiary of the Company, will issue US$237.9 million in aggregate principal amount of new super senior notes due 2030 (the "**New Notes**") on the Restructuring Effective Date. The New Notes will be issued pursuant to an indenture dated as of the Restructuring Effective Date between, among others, the New Notes Issuer, the Company, as a guarantor, the other guarantors party thereto from time to time, GLAS Trust Company LLC, as trustee (the "**New Notes Trustee**"), and GLAS Trust Corporation Limited, as security agent (the "**New Notes Security Agent**"), (the "**New Notes Indenture**").

11.9.2 Maturity

The New Notes will mature on 30 June 2030.

11.9.3 Interest Rate

During the first 12 months following the Restructuring Effective Date, the New Notes will accrue interest at the rate of 9.75 per cent. per annum in cash and/or payment-in-kind ("**PIK Interest**") (or a combination thereof) at the discretion of the New Notes Issuer and subject to approval by the Chief Financial Officer of the Group, payable on a semi-annual basis and commencing six months after the Restructuring Effective Date. Thereafter, the New Notes will accrue interest at the rate of 9.75 per cent. per annum in cash only, payable on a semi-annual basis.

11.9.4 Ranking

The New Notes will rank senior in respect of distribution of proceeds, enforcement rights and any other priorities under the New Intercreditor Agreement.

11.9.5 Guarantees

Prior to the Business Transformation Completion Date, the New Notes will be guaranteed by the Company, PIL, PIUL, Petrofac (Malaysia-PM 304) Limited, PFML, Petrofac Facilities Management Africa Limited, Atlantic Resourcing Limited, Petrofac, Inc, W&W Energy Services, Inc, PECOL, Petrofac Saudi Arabia Company Limited, Petrofac International (Bahrain) W.L.L., Petrofac Norge BV, Petrofac Kazakhstan BV, Petrofac South East Asia Pte. Limited, ETP Solutions Holdings Limited, AS HoldCo 1, New HoldCo 2, and any other person that guarantees the New Notes.

As soon as reasonably practicable on or after the Business Transformation Completion Date, as defined below, the guarantees provided by entities within the E&C Restricted Group and the ETP Restricted Group, each as defined below, will be released and the New Notes will no longer be guaranteed by these entities.

In relation to the New Notes, the "**Business Transformation Completion Date**" shall be the date on or prior to which the Delivery Unit Alignment has completed, together with compliance with certain leverage and other requirements, and on which the Company delivers an officer's certificate to the New Notes Trustee satisfaction thereof.

11.9.6 Security

Prior to the Business Transformation Completion Date, the New Notes will be secured by a pledge over shares in certain Group companies, including (i) the HoldCo Restricted Group, (ii) the E&C Restricted Group, (iii) the ETP Restricted Group, and (iv) the AS Restricted Group, as well as all-asset security for certain Group companies, certain intercompany receivables and security over certain Group bank accounts (the "**New Notes Collateral**").

As soon as reasonably practicable on or after the Business Transformation Completion Date, the security granted over the shares, property and assets of the E&C Restricted Group and the ETP Restricted Group will be released and the New Notes will no longer be secured by such shares, property and assets.

11.9.7 Escrow Account

US$154.41 million in aggregate principal amount of the New Notes will be issued in consideration for cash (the "**New Money Notes**") in accordance with a notes purchase agreement to be entered into by the New Notes Issuer, the Company and Kroll Issuer Services Limited as information agent on behalf of the purchasers of the New Money Notes. After deducting fees and original issue discount, the net proceeds from the issuance of the New Money Notes will equal

US$131.25 million and will be deposited into a segregated blocked account (the "**Blocked Account**" and any proceeds deposited into such account, the "**Blocked Account Funds**") of the Company.

The Blocked Account Funds will be released from the Blocked Account in accordance with a proceeds usage plan which will require the Blocked Account Funds to be applied towards the costs associated with certain Group projects. Prior to any drawdown from the Blocked Account, the Company will be required to certify to the New Notes Trustee and the New Notes Security Agent that certain conditions have been met, including compliance with a financial covenant and the certain milestones set out in the Delivery Unit Alignment transformation plan (the "**Business Transformation Milestones**").

If the Group completes the sale of its Integrated Energy Services business (in whole or in part) prior to the Restructuring Effective Date, any proceeds from such sale will constitute Blocked Account Funds and will be deposited into the Blocked Account or another segregated bank account that is secured for the benefit of the holders of the New Notes.

11.9.8 Optional Redemption

The New Notes may be redeemed at the New Notes Issuer's option as follows:

- prior to the first anniversary of the Restructuring Effective Date, at a redemption price of 100.000 per cent. of the principal amount thereof plus a "make-whole" amount;
- from the first anniversary of the Restructuring Effective Date to (but excluding) the second anniversary of the Restructuring Effective Date, at a redemption price of 104.875 per cent. of the principal amount thereof;
- from the second anniversary of the Restructuring Effective Date to (but excluding) the third anniversary of the Restructuring Effective Date, at a redemption price of 102.438 per cent. of the principal amount thereof; and
- from the third anniversary of the Restructuring Effective Date to the final maturity of the New Notes, at a redemption price of 100.000 per cent. of the principal amount thereof,

and, in each case, including accrued and unpaid interest (including accrued but uncapitalised PIK Interest) and additional amounts, if any.

11.9.9 Mandatory Redemption

The New Notes will be subject to mandatory redemption with a redemption premium equal to 101 per cent. of the principal amount then outstanding plus accrued and unpaid interest and additional amounts (if any) to, but excluding, the applicable redemption date, upon the occurrence of:

- certain events constituting a "change of control";
- the Shares ceasing to be admitted to listing on the Official List maintained by the FCA and admitted to trading on the London Stock Exchange; or
- any disposal of all or substantially all of the assets comprising the Asset Solutions, ETP or E&C business segments.

In addition, the New Notes Indenture sets out certain requirements in relation to redemption, following the Business Transformation Completion Date, using the cash proceeds from a full or partial sale of the AS Restricted Group (by share sale or sale of all or certain assets or otherwise).

11.9.10 Amortisation

Following the Business Transformation Completion Date, if the New Notes Issuer fails to comply with a leverage covenant for the AS Restricted Group at the end of each fiscal quarter (such breach with respect to the relevant fiscal quarter, each an "**Amortisation Event**"), the New Notes Issuer will be required redeem US$7.5 million in aggregate principal amount of the New Notes at the end of each fiscal quarter while the Amortisation Event is continuing at a redemption price equal to 100.0 per cent. of the principal amount thereof plus accrued and unpaid interest (including accrued but uncapitalised PIK Interest to the date of redemption), if any, and additional amounts, if any.

11.9.11 Covenants

The New Notes Indenture will limit, among other things, the ability of the Company and its restricted Subsidiaries to:

- incur or guarantee additional indebtedness and issue certain preferred stock;
- create or incur certain liens or impair the security interests in the New Notes Collateral;
- pay dividends on, redeem or repurchase its shares and make certain other restricted payments and restricted investments (provided that, on or after the Business Transformation Completion Date, payment of cash dividends by the Company (other than through a direct or indirect use of cash, shares, assets or properties of the AS Restricted Group) shall be permitted provided that there is no default or event of default which has occurred and is continuing and there is no ongoing breach of the liquidity covenant which will apply to the Group);
- merge or consolidate with other entities;
- sell or transfer certain asset sales; and
- enter into certain transactions with affiliates.

In addition, the New Notes Indenture will require, among other things, the Company and its restricted Subsidiaries to comply with certain affirmative covenants, including:

- an undertaking to comply with the Business Transformation Milestones;
- an undertaking to ensure there is no substantial change to the general nature, scope, or activities of the business of the Company and any Restricted Subsidiaries taken as a whole;
- an undertaking to engage with the holders of the New Notes on the terms of any debt to be incurred under a US$50 million general debt basket;
- an undertaking to comply with a "most favoured nation" provision with respect to any debt incurred under the US$50 million general debt basket; and
- an undertaking to comply with sanctions, anti-corruption and anti-money laundering requirements.

While the New Notes are outstanding, the Group will be subject to a liquidity covenant which will be tested on a quarterly basis. On and after the Business Transformation Completion Date, the AS Restricted Group will be subject to additional financial covenants, including a leverage covenant and an excess cash sweep which will each be tested quarterly. Additional restrictions will also apply to transactions between members of the AS Restricted Group and non-AS Restricted Group members, and there will be limitations on transfers of cash in excess of US$1 million from an AS Restricted Group member to a non-AS Restricted Group member.

11.9.12 Reporting

Holders of the New Notes will be entitled to receive annual, semi-annual and quarterly financial statements, as well as information regarding certain key financial metrics, key performance indicators and certain other information about the Group.

11.9.13 Events of Default

The New Notes will be subject to certain customary events of default including, among others, the non-payment of principal or interest on the New Notes, the failure to perform or observe any other obligations under the New Notes Indenture, the failure to pay certain indebtedness or judgments, and the bankruptcy or insolvency of the Company or any significant subsidiaries. In addition, the New Notes will be subject to, amongst others, certain additional events of default relating to calls on certain performance bonds and any failure to comply with certain of the Business Transformation Milestones. Certain of the events of default will be subject to grace periods.

11.9.14 Listing

Application will be made to The International Stock Exchange Limited to list the New Notes on the Official List of The International Stock Exchange and for admission to trading on the Official List of The International Stock Exchange.

11.9.15 Governing Law

The New Notes and the New Notes Indenture will each be governed by the laws of the State of New York.

11.10 CBG Notes

Under the terms of the Revised Guarantee Structure, the CBG Notes (limited recourse secured notes) will be issued by the CBG Notes Issuer (an orphan special purpose vehicle (i.e., not controlled by the Group), on the following terms:

- US$80 million principal (subject to a potential US$15 million upsize);
- coupon of three-month Term SOFR at the prevailing rate plus 7 per cent. per annum, payable in cash on a quarterly basis; and
- maturing on 31 March 2028 (extendable by one year, subject to payment of a 7 per cent. extension fee).

It is expected that the CBG Notes proceeds will be used as security to support a guarantee facility (or similar arrangements) to be entered into by the CBG Notes Issuer and facilitate the release of approximately US$30 million of cash collateral currently held by the E&C project guarantee provider and approximately €50 million of cash collateral currently held by the ETP project guarantee provider, (with further collateral expected to be released in the event of any upsize of the CBG Notes) which can then be used to cash collateralise the performance guarantees required in respect of the suspended contract on a cash-collateralised basis, satisfying the relevant condition to the Balance Sheet Restructuring.

The Company (or another member of the Group) will provide an indemnity to the CBG Notes Issuer in respect of any demands against the CBG Notes Issuer, and to document certain other costs and fees payable by the Company (or another member of the Group) to the CBG Notes Issuer, including a commitment fee and the running costs of the CBG Notes Issuer. This indemnity will be secured on (among other things) the ETP sub-group. It will include covenants and events of default which generally align with the New Notes (to the extent they relate to the ETP Restricted Group and HoldCo Restricted Group).

11.11 TO Termed Out Debt

As part of the Balance Sheet Restructuring, claims of the non-compromised Thai Oil guarantor in connection with the Thai Oil Clean Fuels Project will be reinstated (net of cash collateral applied in partial satisfaction of such claims) on a US$1 for US$1 basis as senior secured debt at face value on the Restructuring Effective Date. The maximum amount of the TO Termed Out Debt will be an amount equal to the maximum exposure of the non-compromised Thai Oil guarantor in relation to the Thai Oil Clean Fuels Project (net of cash collateral), plus any fees, costs and applicable charges in relation to the claims and any paid-in-kind interest under the TO Termed Out Debt.

The TO Termed Out Debt will be issued on the following key terms:

- *ranking:* senior secured ranking and subject to the Amended Intercreditor Agreement;
- *maturity:* one month after the initial scheduled maturity of the New Notes; and
- *interest:* term SOFR + 50bps per annum. Paid-in-kind interest in the first year and cash paid interest thereafter;

The non-compromised Thai Oil guarantor will also provide certain forbearances and agreements in respect of other exposure under its guarantee facility (not connected with the Thai Oil Clean Fuels Project).

11.12 Restructuring Plan Documents

In connection with the Balance Sheet Restructuring, upon the issuance by the court of orders sanctioning the Restructuring Plans, and the publication of such sanction orders in the London Gazette, the documents which set out the terms of the Restructuring Plans (the "**Restructuring Plan Documents**") will become effective and legally binding on the Company, Petrofac International (UAE) LLC and the plan creditors whose claims will be compromised pursuant to each Restructuring Plan (in each case, as applicable).

Pursuant to the Restructuring Plan Documents:

- each plan creditor will appoint the Company or Petrofac International (UAE) LLC as its attorney and authorise them to, among other things:
    - execute and deliver each document to which it is a party that is required for the purposes of implementing the Balance Sheet Restructuring;
    - agree on behalf of that plan creditor to make any amendments or additions to such documents which are reasonably necessary or desirable to ensure they reflect the terms of the Restructuring Plan Documents, the Lock-Up Agreement, the Restructuring

Implementation Deed (as defined below) and the transactions intended to be entered into in order to effect the Balance Sheet Restructuring, provided that such amendments will not be made if they could reasonably be expected to have a materially adverse effect on the rights or interests of a plan creditor, impose new or additional obligations on such plan creditor, or would be inconsistent in any material respect with the Balance Sheet Restructuring;

  - grant powers of attorney for the benefit of a specified person in order to execute any relevant documents, deeds or other agreements referred to in, ancillary to or contemplated by, the Restructuring Plan Documents, the Restructuring Implementation Deed or such other documents as are necessary or desirable to implement the Balance Sheet Restructuring; and
  - carry out related or ancillary actions that it considers to be reasonably necessary or desirable for the purposes of implementing the Balance Sheet Restructuring;

- on and from the date on which the Restructuring Plan Documents become effective, each plan creditor which is a holder of the Notes, a lender under the Revolving Credit Facility Agreement and/or Term Loans, ABN or Argonaut ("**Lender Plan Creditors**") will authorise and instruct (among others) the Notes Trustee, the agents under the Revolving Credit Facility Agreement and Term Loans and the Security Agent to:
  - execute and deliver the Restructuring Implementation Deed and the other documents required for the implementation of the Balance Sheet Restructuring to which such person is a party;
  - give all instructions, consents or confirmations to the Security Agent, the Notes Trustee and the New Security Agent as are necessary for the purposes of implementing the Balance Sheet Restructuring; and
  - take each step under the relevant Restructuring Plan Document, the Restructuring Implementation Deed and any other document required for the implementation of the Balance Sheet Restructuring which is expressed to be taken by such party,

  in each case, subject to certain exceptions set out in the applicable Restructuring Plan Document;
- certain parties, including (among others) the Notes Trustee, the Security Agent, the New Security Agent, the trustee in respect of the New Notes, and certain members of the Group will undertake all steps and execute all documents necessary or desirable for the purpose of giving effect to the Balance Sheet Restructuring;
- with effect from the time at which all restructuring implementation steps (as set out in the Restructuring Implementation Deed) are completed, the plan creditors will provide waivers and releases in line with those set out in the Restructuring Deed of Release (described at paragraph 11.14 (*Restructuring Deed of Release*) below);
- the plan creditors will agree that they will receive their entitlements under each Restructuring Plan and shall give the undertakings and releases described above in consideration for such entitlements. The entitlements of:
  - Lender Plan Creditors will be calculated and paid in accordance with the Restructuring Implementation Deed and the applicable Restructuring Plan Document; and

- plan creditors which are not Lender Plan Creditors will be calculated and paid in accordance with the claims administration and adjudication processes set out in the applicable Restructuring Plan Document; and

- plan creditors are prohibited from commencing, continuing or supporting proceedings against (among others), the Company, Petrofac International (UAE) LLC and each other plan creditor in respect of its claims and liabilities that are to be released pursuant to the Restructuring Plan Documents, save in respect of proceedings to enforce their rights under the Restructuring Plan Documents, the Lock-Up Agreement or any other document entered into for the purposes of implementing the Balance Sheet Restructuring.

11.13 Restructuring Implementation Deed

Once the Restructuring Plans have been sanctioned by the court, the Balance Sheet Restructuring will be implemented pursuant to a restructuring implementation deed to be entered into between, among others, the Company, Petrofac International (UAE) LLC, the issuer of the New Notes, the plan creditors, the New Financial Investor, the purchasers of the CBG Notes and the Ad Hoc Group (the "**Restructuring Implementation Deed**").

11.13.1 Conditions precedent

The Restructuring Implementation Deed sets out the conditions that must be satisfied, and the mechanical steps that need to be carried out, in order for the Balance Sheet Restructuring to be implemented. Any conditions precedent may only be waived with the requisite majority of creditor consents, or the consent of particular parties to the Restructuring Implementation Deed. The conditions precedent to the Balance Sheet Restructuring as set out in the Restructuring Implementation Deed include:

- ***Shareholder approval***: In connection with the Balance Sheet Restructuring, the Company has sought and received approval from its shareholders in relation to the issuance of New Shares, among other matters, at the General Meeting.

  The Resolutions, which included resolutions in respect of (among other things) the issuance of New Shares (including the disapplication of applicable pre-emption rights) and the implementation of the proposed Share Consolidation were proposed as interconditional resolutions (which require all Resolutions to pass, for each resolution to become effective). Certain of the Resolutions were proposed as special resolutions, that required 66⅔ per cent. of those shareholders present and voting to vote in favour. Passing of these Resolutions is a condition for implementation of the Balance Sheet Restructuring.

- ***Customer arrangements***: In order to allow the Group to continue to deliver certain projects without performance guarantees in the mid-term, the Group has agreed amendments and/or supplemental arrangements to its contracts with ADNOC and TenneT.

  It is a condition to the Balance Sheet Restructuring that these agreements have not been revoked, terminated or rescinded as at the Restructuring Effective Date.

- ***Other arrangements***: It is also a condition to the Balance Sheet Restructuring that the following documents have been executed and have not been revoked, terminated or rescinded as at the Restructuring Effective Date:

  - certain letters from certain of the Group's unsecured guarantee facility providers pursuant to which they commit to support the Balance Sheet Restructuring and/or waive events of default which may arise, or have arisen, in connection with the Balance Sheet Restructuring;

- o letters from First Abu Dhabi Bank PJSC and Abu Dhabi Commercial Bank P.J.S.C. in their capacity as providers of guarantee facilities to the Group which are subject to the Intercreditor Agreement, pursuant to which they consent to the replacement of the Security Agent and certain amendments to the Intercreditor Agreement;
- o the resolution of historical contingent liabilities of PFML regarding secondary NICs;
- o the commitment letter from the New Financial Investors pursuant to which they commit to (i) subscribe for New Shares, (ii) subscribe for, or purchase, New Money Notes and (iii) subscribe for, or purchase, CBG Notes; and
- o the commitment letter from certain providers of the CBG Notes pursuant to which they commit to subscribe for, or purchase, CBG Notes.

- ***Pre-funding***: In order to ensure the Group has certainty of funding prior to the commencement of the steps of the Balance Sheet Restructuring, all proceeds of the New Money will need to be pre-funded by the New Money providers into designated escrow accounts. It is therefore a condition precedent to the Balance Sheet Restructuring that the relevant escrow agent confirms to the Company in writing that they hold the relevant portion of the New Money proceeds.
- ***Allocation Schedules***: The allocation schedules, which will set out each party's allocation of New Shares and New Notes to be issued by the Company and the New Notes Issuer (as applicable) pursuant to the Balance Sheet Restructuring, will need to be prepared. The allocation schedules will be prepared in accordance with the agreed allocation methodology set out in the Restructuring Implementation Deed, which sets out the precise methodology by which each party's different entitlements under the Restructuring Plans are calculated.
- ***Tax report***: It is a condition to the Balance Sheet Restructuring that the Group's tax advisers deliver a tax structuring paper to certain creditors in respect of the implementation and consummation of the Balance Sheet Restructuring.
- ***Business plan***: It is a condition to the Balance Sheet Restructuring that the Company delivers the Group's business plan for the financial years 1 January 2024 to 31 December 2027 (inclusive).
- ***Liquidity forecast***: It is a condition to the Balance Sheet Restructuring that the Company delivers an updated 2025 liquidity forecast (developed with the support of third-party financial advisers and taking into account the Delivery Unit Alignment plan and associated costs).
- ***JFSC consent***: The issuance of the New Notes (by the New Notes Issuer) and the Warrants (by the Company) requires each issuer to obtain the consent of the Jersey Financial Services Commission under the Control of Borrowing (Jersey) Order 1958, for their respective instrument.[21]
- ***Delivery Unit Alignment***: It is a condition to effectiveness of the Balance Sheet Restructuring that the Company develops prior to the Restructuring Effective Date, together with its advisers and input from certain key stakeholders, a plan for the Delivery Unit Alignment.

[21] The Jersey Financial Services Commission is protected by the Control of Borrowing (Jersey) Law 1947, as amended, against liability arising from the discharge of its functions under that law.

Additionally, there are a number of other conditions precedent which require that certain steps be taken in connection with the implementation of the plan for the Delivery Unit Alignment, including:

- o ensuring appropriate third-party and regulatory consents are obtained in respect of the alignment of ETP;
- o the execution of a transfer agreement for the intra-Group transfer of certain Group entities to facilitate the alignment of ETP; and
- o the entry into new shared services agreements pursuant to which the certain Group entities will provide centralised services to each of Asset Solutions, E&C and ETP.

- ***Revised Guarantee Structure and suspended contract***: In order to procure performance guarantees required for a currently suspended contract, the Group has developed the Revised Guarantee Structure, which is designed to facilitate the release of cash collateral held in respect of certain existing projects which can then be used to cash collateralise the performance guarantees required for the suspended contract.

  Accordingly, it is a condition to the Balance Sheet Restructuring that:

  - o the customer under the suspended contract has agreed that it will not terminate the suspended contract provided that the required performance guarantees are put in place on or shortly after the Restructuring Effective Date; and
  - o the suspended contract will be amended to reflect:
    - ▪ revised performance milestones which the Group is able to comply with; and
    - ▪ the full and final release and/or waiver of all the customer's claims that have arisen, or may arise, in respect of breaches or other circumstances arising prior to the Restructuring Effective Date;

  It is also a condition to the Balance Sheet Restructuring that:

  - o all documents required for the implementation of the Revised Guarantee Structure are in form and substance satisfactory to the Ad Hoc Group and the providers of the CBG Notes; and
  - o the Ad Hoc Group and the providers of the CBG Notes are satisfied that the Revised Guarantee Structure will be implemented and fully effective on the Restructuring Effective Date (save in respect of any elements of the Revised Guarantee Structure which they agree may become effective after the Restructuring Effective Date).

- ***CVR Instrument***: In consideration for the New Financial Investor's participation in the CBG Notes, the Company will issue it a contingent value right instrument on the Restructuring Effective Date. The contingent value right instrument will entitle the New Financial Investor to a cash payment of US$9,735,092 upon the Company's GBP 30-day volume weighted average share price per Ordinary Share equalling US$0.07515 (subject to adjustment to account for any split, sub-division, consolidation or redesignation of Ordinary Shares in the Company (including the Share Consolidation)) and subject to reduction for the amount of all dividends, distributions and repayments of capital per Ordinary Share. It is a condition to the Balance Sheet Restructuring that (i) the contingent value right instrument is in form and substance satisfactory to the Ad Hoc Group, the providers of the CBG Notes and the New Financial

Investor; and (ii) they are satisfied the contingent value right instrument will be implemented on the Restructuring Effective Date.

- ***Sanction orders***: The orders of the court sanctioning the Restructuring Plans must have been published in the London Gazette, made final and not be subject to, or open to, appeal.
- ***Governance***: The composition of the board of directors of the Company on the Restructuring Effective Date (or such later date as agreed by the Ad Hoc Group and the Company) must have been approved by the Ad Hoc Group (in consultation with the New Financial Investor).

11.13.2 Restructuring Effective Date

Upon completion of the final step of the Balance Sheet Restructuring, the Restructuring Effective Date will occur. The Company will publish notice of the occurrence of the Restructuring Effective Date.

11.14 Restructuring Deed of Release

In connection with the Balance Sheet Restructuring, on the Restructuring Effective Date the Company and certain other members of the Group will enter into a deed of release with financial and other creditors compromised under the Restructuring Plans, non-compromised Thai Oil guarantee provider, the New Financial Investor and the purchasers of the CBG Notes.

Pursuant to the deed of release:

- Thai Oil guarantee providers will waive any termination right, breach, default or event of default and any right to demand cash cover or cash collateral or any other similar right or remedy arising in connection with the Balance Sheet Restructuring and/or the Balance Sheet Restructuring documents and the transactions contemplated by them, or the taking of any step necessary or desirable to implement the Balance Sheet Restructuring, including participation in any discussions or negotiation and the execution of the deed of release or any other Restructuring document;
- all Shareholder Claims against the Company will be waived and released;
- all claims of the creditors (other than Shareholder Claimants) against the Group compromised under the Restructuring Plans will be waived and released;
- the Group will provide a mutual release of claims against the creditors compromised under the Restructuring Plans; and
- each party will waive claims against each other party in relation to, or arise directly or indirectly out of or in connection with, the preparation, negotiation, consideration of, entry into and/or implementation of the Balance Sheet Restructuring, the Lock-Up Agreement, and/or the Balance Sheet Restructuring documents and the transactions contemplated thereby, or the taking of any step necessary or desirable to implement the Balance Sheet Restructuring,

in each case subject to certain exceptions set out in the deed of release.

Each party will undertake that it will not (and will use reasonable efforts to procure that its related parties will not) commence, prosecute or continue or cause to be commenced, prosecuted, or continued, or otherwise instruct, direct, support or voluntarily aid in any way, or authorise any other person to commence or continue or support, any claim or proceedings or other judicial, quasi-judicial, administrative or regulatory process in any jurisdiction whatsoever in respect of the released claims or create, perfect, or otherwise enforce in any manner, directly or indirectly, any encumbrance of any kind against any released party or any property thereof.

11.15 Revolving Credit Facility

11.15.1 Overview

The Company has entered into a US$180 million committed revolving credit facility dated 26 October 2021 with a syndicate of international banks, which is available for the general corporate purposes of the Group, as amended pursuant to an amendment and restatement of the agreement on 21 April 2023, as further amended on 25 July 2023, and as may be further amended from time to time (the "**Revolving Credit Facility**"). The Revolving Credit Facility currently has US$127 million of principal drawings outstanding. The original lenders under the Revolving Credit Facility are JPMorgan Chase Bank, N.A., London Branch, Goldman Sachs Bank USA, First Abu Dhabi Bank PJSC and National Westminster Bank Plc.

The Company is a borrower under the Revolving Credit Facility. The Revolving Credit Facility is, subject to paragraph 11.15.4 below, guaranteed by the Company, Petrofac International Ltd, Petrofac International (UAE) LLC, Petrofac (Malaysia – PM 304) Limited and Petrofac Facilities Management Limited. Wholly-owned subsidiaries of the Company may accede to the Revolving Credit Facility as additional borrowers or guarantors, subject to satisfaction of certain conditions (the Company and any additional borrower being a "**Revolving Credit Facility Borrower**"). In the event that Petrofac (Malaysia – PM 304) Limited is sold to a third party, it shall automatically resign as a guarantor.

The Revolving Credit Facility can be drawn by a Revolving Credit Facility Borrower, following satisfaction of conditions precedent, in a minimum amount of US$5 million and in integral multiples of US$1 million or, if less, the remainder of the available facility. Utilisation requests under the Revolving Credit Facility can be submitted at any time before the date falling one month prior to the termination date of the Revolving Credit Facility. The agent of the finance parties under the Revolving Credit Facility is National Westminster Bank Plc.

As a result of the financial difficulties described elsewhere herein, the Revolving Credit Facility was not repaid on its original maturity and amortisation payments amounting to the full amount outstanding have not been made on their original due date, instead being extended on a weekly basis. Consequently, default interest of 2 per cent. per annum is accruing on the outstanding principal and is being capitalised to the principal periodically. The Company suspended payments of interest and other fees and charges from July 2024 on the basis that coupon payments in respect of the Notes were not being paid, and in light of liquidity constraints, on-going discussions regarding the terms of the Balance Sheet Restructuring, and restrictions imposed on the Group under forbearance agreements entered into with relevant creditors. The loan maturity has been extended a number of times since the original maturity date and was most recently extended to 30 May 2025.

Amounts drawn under the Revolving Credit Facility of US$127 million (and interest and other amounts thereon) will form part of the Debt Conversion, pursuant to the Restructuring Plans, subject to participation by acceding creditors in the New Equity Capital Raise and Debt Raise as summarised in Part I.

The Revolving Credit Facility will be terminated upon effectiveness of the Balance Sheet Restructuring.

11.15.2 Interest

The annual interest rate on loans is calculated based on a compounded secured overnight financing rate (SOFR) *plus* a margin. The margin is currently 8.25 per cent. per annum, but this shall vary based on the credit rating for the long-term senior unsecured not credit enhanced debt of the Company by Fitch and/or Standard & Poor's at the time, as set out in the table below:

Fitch Credit Rating	Standard & Poor's Credit Rating	Margin (% per annum) from and including 26 April 2024 until the Termination Date
B+ (or lower)	B+ (or lower)	8.25
BB-	BB-	7.25
BB	BB	6.50
BB+	BB+	5.75
BBB- (or higher)	BBB- (or higher)	4.75

If neither Fitch nor Standard & Poor's assign a credit rating to the Company at any time and is not replaced by another internationally recognised rating agency in accordance with the terms of the Revolving Credit Facility, or if an event of default is continuing under the Revolving Credit Facility, the margin will be calculated as though the credit rating were B+ (or lower). If the Company is issued two different credit ratings by Fitch and Standard & Poor's, the applicable margin will be the higher of the margins applicable to the relevant credit ratings. If the Company is issued a credit rating by only one of Fitch and Standard & Poor's, the applicable margin will be the margin specified for the credit rating one notch lower than the single credit rating provided by Fitch or Standard & Poor's (as applicable).

Interest on a loan is payable on the last day of the loan's interest period and, if the interest period exceeds six months, on the dates falling at six-month intervals after the day the loan was made.

11.15.3 Fees

The following fees are payable in connection with the Revolving Credit Facility, on an ongoing basis:

(a) a commitment fee of 35 per cent. of the then applicable margin on the undrawn and uncancelled amount of the Revolving Credit Facility is payable quarterly, on the last day the Revolving Credit Facility is available and the date it is cancelled in full;

(b) a utilisation fee shall be payable quarterly, calculated on a daily basis at the percentage rate per annum set out below on the drawn amounts under the Revolving Credit Facility:

Total Outstanding as a percentage of Total Commitments	Percentage rate per annum until (but excluding) the Amendment Effective Date	Percentage rate per annum from and including the Amendment Effective Date
≤ 33%	0.20%	0.20%
>33% ≤ 66%	0.40%	0.75%
>66%	0.80%	1.50%

11.15.4 **Security and guarantees**

Each of the Company, Petrofac International Ltd, Petrofac International (UAE) LLC, Petrofac (Malaysia – PM 304) Limited and PFML will be guarantors under the Revolving Credit Facility. As noted above, Petrofac (Malaysia – PM 304) Limited will cease to be a guarantor automatically in the event it is disposed of to a third party.

The Company, and certain members of the Group, will grant security over certain assets in favour of the Security Agent under the Revolving Credit Facility. This shall include, among other things, security over the shares in Petrofac International Ltd, Petrofac (Malaysia – PM 304) Limited and Petrofac Facilities Management Limited, an assignment of certain intra-group loan receivables owed to the Company and an assignment of certain bank accounts of the Company held in England and Wales. There is also a requirement that the Company procure that security is maintained over its bank accounts which in aggregate contain more than 70 per cent. of the cash balances of the Company.

The security shall be shared with creditors of the Company under the ADCB Facility, and certain other bilateral facilities of the Company and its subsidiaries, pursuant to the terms of an intercreditor agreement.

11.15.5 Repayments and prepayments

A Revolving Credit Facility Borrower who has drawn a loan must repay that loan on the last day of its interest period. The original maturity date under the Revolving Credit Facility was on 24 October 2024. The loan maturity has been extended a number of times since the original maturity date. It was most recently extended to 30 May 2025, as may be further extended pursuant to ongoing discussions.

The Revolving Credit Facility Borrowers may voluntarily cancel all or any part of the available commitments and/or prepay any loan (provided partial cancellation or prepayment is for a minimum amount of US$5 million) by giving the Revolving Credit Facility Agent three business days' notice of its intention to cancel or prepay such amounts.

In addition, if the ADCB Facility or the RAK Term Loan Facility is voluntarily prepaid and cancelled in whole or in part, the Company shall ensure one or more Revolving Credit Facility loans are prepaid and the Revolving Credit Facility commitments are cancelled so that the ADCB Facility, the RAK Term Loan Facility and the Revolving Credit Facility are prepaid and cancelled in equal proportions. The prepayment and cancellation under the Revolving Credit Facility must occur on the same date as the equivalent prepayment and cancellation under the ADCB Facility or the RAK Term Loan Facility.

In addition to voluntary prepayments and cancellations, the Revolving Credit Facility requires mandatory prepayment in full or in part in certain circumstances; namely, if:

(a) it becomes unlawful for a lender to perform any of its obligations as contemplated; or

(b) any person or group of persons acting in concert gains control of the Company (i.e., there is a "change of control").

If the Company or any member of the Group receives capital raising proceeds, debt issuance proceeds or disposal proceeds, or litigation proceeds, the Company must ensure that such proceeds are (subject to certain exceptions) applied towards prepayment of outstanding loans and cancellation of commitments under the Revolving Credit Facility, the RAK Term Loan Facility and the ADCB Facility *pro rata* to the total commitments under those facilities.

11.15.6 Covenants

The Revolving Credit Facility contains covenants that are typical in financings of this type, including restrictive covenants in relation to granting security, disposals, the incurrence of financial indebtedness, making distributions and mergers (each subject to customary exceptions or conditions). There are also positive covenants relating to, among other things, compliance with environmental and sanctions laws, maintaining insurances and complying with the following financial covenants:

- **Minimum consolidated EBITDA –** the Company must ensure that the consolidated EBITDA exceeds the following amounts set out below, subject to certain adjustments;

Measurement Period	Consolidated EBITDA
1 April 2023 to 31 March 2024	US$9,000,000
1 July 2023 to 30 June 2024	US$31,000,000

- **Liquidity –** the Company must ensure that as of the last day of each calendar month, its liquidity exceeds US$75,000,000; and

- **Capital expenditure** – the **Company** must ensure that the amount of capital expenditure in each quarter does not exceed US$10,000,000.

11.15.7 Events of default

The Revolving Credit Facility contains customary events of default, including payment defaults, breach of financial covenants, breach of other obligations, misrepresentation, cross default, insolvency (or analogous event), cessation of business, creditors' process, effectiveness of finance documents, ownership of the obligors and material adverse effect.

11.16 ADCB Facility

11.16.1 Overview

The Company has a AED185 million secured term loan dated 26 October 2021 (the "**ADCB Facility**") with Abu Dhabi Commercial Bank P.J.S.C. as original lender for the general corporate purposes of the Group. The ADCB Facility currently has AED130 million of principal outstanding. The original maturity date under the ADCB Facility was on 24 October 2024. The loan maturity has been extended a number of times since the original maturity date. It was most recently extended to 30 May 2025, as may be further extended pursuant to ongoing discussions.

The Company is the borrower under the ADCB Facility. The ADCB Facility is guaranteed by the same entities that guarantee the Revolving Credit Facility as described in paragraph 11.15.4. In addition, wholly owned subsidiaries of the Company may accede to the ADCB Facility as additional guarantors, subject to the satisfaction of certain conditions.

The Company and applicable security providers have entered into a series of amendment agreements to the ADCB Facility, which have provided for extension of commitment reduction and amortisation dates (including technical amendments to related to the foregoing).

Amounts drawn under the ADCB Facility of AED130 million (and interest and other amounts thereon) will form part of the Debt Conversion, pursuant to the Restructuring Plans, subject to participation by acceding creditors in the New Equity Capital Raise and Debt Raise as summarised in Part I.

The ADCB Facility will be terminated upon effectiveness of the Balance Sheet Restructuring.

11.16.2 Interest

The annual interest rate on loans is calculated based on EIBOR plus a margin. The margin shall vary based on the credit rating for the long-term senior unsecured not credit-enhanced debt of the Company by Fitch and/or Standard & Poor's as set out below:

Fitch Credit Rating	**Standard & Poor's Credit Rating**	**Margin (% per annum) On and from 26 April 2024**
BB (or higher)	BB (or higher)	4.35
BB-	B- to B+	4.6
B- to B+	B- to B+	4.85

If neither Fitch nor Standard & Poor's assigns a credit rating to the Company at any time and is not replaced by another internationally recognised rating agency in accordance with the terms of the ADCB Facility Agreement, or if an event of default is continuing under the ADCB Facility Agreement, the margin will be 4.85 per cent. per annum. If the Company is issued two different credit ratings by Fitch and Standard & Poor's, the applicable margin will be the higher of the margins applicable to the relevant credit ratings. If the Company is issued a credit rating by only one of Fitch and Standard & Poor's, the applicable margin will be the margin specified for the single credit rating provided by Fitch or Standard & Poor's (as applicable).

Interest on a loan is payable on the last day of the loan's interest period.

11.16.3 Fees

No commitment or utilisation fees are incurred on the term loan. Fees pursuant to the ADCB Facility Agreement comprise (i) an upfront fee and (ii) other immaterial agency fees on a discrete basis.

11.16.4 Security and guarantees

The same guarantors that guarantee the Revolving Credit Facility shall guarantee the ADCB Facility, on the same basis as described in paragraph 11.15.4. In addition, the same security shall be provided and shall be shared under the terms of an intercreditor agreement.

11.16.5 Repayments and prepayments

The original maturity date under the ADCB Facility was on 24 October 2024. The loan maturity has been extended a number of times since the original maturity date and was most recently extended to 30 May 2025, as may be further extended pursuant to ongoing discussions.

The Company may voluntarily prepay any loan and/or cancel all or any part of the total commitments (provided partial prepayment or cancellation is for a minimum amount of AED20 million, in each case) by giving the agent under ADCB Facility 30 days' notice of its intention to prepay and/or cancel such amounts.

In addition to voluntary prepayments and cancellations, the ADCB Facility requires mandatory prepayment in full or in part in certain circumstances, namely if:

(a) it becomes unlawful for a lender to perform any of its obligations as contemplated;

(b) any person or group of persons acting in concert gains control of the Company (i.e., there is a "change of control");

(c) the credit rating assigned to the long-term senior unsecured not credit-enhanced debt of the Company by Fitch or Standard & Poor's as at the date of the ADCB Facility is downgraded by three notches or more, or is downgraded to a rating lower than B-; or

(d) the Company voluntarily prepays or cancels the Revolving Credit Facility or the RAK Term Loan Facility, it is required to prepay or cancel a portion of the ADCB Facility such that its total commitments are reduced by the same amount.

If the Company or any member of the Group receives capital raising proceeds, debt issuance proceeds or disposal proceeds, the Company must ensure that such proceeds are (subject to certain exceptions) applied towards prepayment of outstanding loans and cancellation of commitments under the ADCB Facility (and the Revolving Credit Facility and the RAK Term Loan Facility) pro rata to the total commitments under those facilities. The relevant proceeds must be applied towards cancellation on the date of receipt and towards prepayment within five business days of receipt.

11.16.6 Covenants

The ADCB Facility contains covenants that are typical in financings of this type, including restrictive covenants in relation to granting security, disposals, the incurrence of financial indebtedness and mergers (each subject to customary exceptions). There are also positive covenants relating to, among other things, compliance with environmental and sanctions laws, maintaining insurances and complying with financial covenants that are the same as those in the Revolving Credit Facility, as summarised in paragraph 11.15.6.

11.16.7 Events of default

The same events of default as apply in relation to the Revolving Credit Facility apply to the ADCB Facility, as summarised in paragraph 11.15.7.

11.17 RAK Facility

11.17.1 Overview

The Company has a US$50 million term loan facility originally dated 1 November 2020 (the "**RAK Term Loan Facility**") with The National Bank of Ras Al-Khaimah (P.S.C.) as original lender and agent and which is available for general corporate purposes. The RAK Term Loan Facility currently has US$35 million of principal commitments outstanding. The original maturity date under the RAK Term Loan Facility was on 24 October 2024. The loan maturity has been extended a number of times since the original maturity date and was most recently extended to 30 May 2025, as may be further extended pursuant to ongoing discussions.

The Company is the borrower under the RAK Term Loan Facility.

The Company and applicable security providers have entered into a series of amendment agreements to the RAK Term Loan Facility, which have provided for extension of commitment reduction and amortisation dates (including technical amendments to related to the foregoing).

Amounts drawn under the RAK Term Loan Facility of US$35 million (and interest and other amounts thereon) will form part of the Debt Conversion, pursuant to the Restructuring Plans, subject to participation by acceding creditors in the New Equity Capital Raise and Debt Raise as summarised in Part I.

The RAK Term Loan Facility will be terminated upon effectiveness of the Balance Sheet Restructuring.

11.17.2 Interest

Under the RAK Term Loan Facility, the interest rate on loans is calculated based on the CME Term SOFR plus a margin. The margin varies based on the credit rating provided for the long-term senior unsecured not credit-enhanced debt of the Company by Fitch and/or Standard & Poor's (or if applicable a replacement rating agency), as set out in the table below:

Fitch's Credit Rating	**Standard & Poor's Credit Rating**	**Margin (% per annum)**
BBB (or higher)	BBB (or higher)	5.25
BBB-	BBB-	5.50
BB+	BB+	5.70
BB (or lower)	BB (or lower)	6.0

If neither Fitch nor Standard & Poor's assigns a credit rating to the Company at any time and is not replaced by another internationally recognised rating agency, or if an event of default is continuing, the applicable margin will be calculated as though the credit rating was BB (or lower). If the Company is issued two different credit ratings by Fitch and Standard & Poor's, the applicable margin will be the average of the margins applicable to the relevant credit ratings. If the Company is issued a credit rating by only one of Fitch and Standard & Poor's, the applicable margin will be the margin specified for the single credit rating provided by Fitch or Standard & Poor's (as applicable).

Interest on the loan is payable on the last day of the loan's interest period.

11.17.3 Security and guarantees

The same guarantors that guarantee the Revolving Credit Facility also guarantee the RAK Term Loan Facility, on the same basis as described in paragraph 11.15.4. In addition, the same security shall be provided and shall be shared under the terms of an intercreditor agreement.

11.17.4 Repayments and prepayments

The original maturity date under the RAK Term Loan Facility was on 24 October 2024. The loan maturity has been extended a number of times since the original maturity date and was most recently extended to 30 May 2025, as may be further extended pursuant to ongoing discussions.

The Company may voluntarily prepay any loan and/or cancel all or part of the facility if any such prepayment or cancellation (if in part) is for a minimum of US$5 million and the Company fulfils certain other requirements under the RAK Term Loan Facility Agreement. In addition, the RAK Term Loan Facility Agreement provides for mandatory prepayment and cancellation in line with the ADCB Facility Agreement, as summarised in paragraph 11.16.5.

11.17.5 Covenants

The RAK Term Loan Facility contains covenants that are typical in financings of this type, including restrictive covenants in relation to granting security, disposals, the incurrence of financial indebtedness and mergers (each subject to customary exceptions). There are also positive covenants relating to, among other things, compliance with environmental and sanctions laws, maintaining insurances and complying with financial covenants that are the same as those in the Revolving Credit Facility, as summarised in paragraph 11.15.6.

11.17.6 Events of defaults

The same events of default as apply in relation to the Revolving Credit Facility apply to the RAK Term Loan Facility, as summarised in paragraph 11.15.7.

11.18 Unfunded Guarantee Facilities

Certain members of the Group are party to agreements with lenders and other facility providers pursuant to which the relevant members of the Group can request the issuance of letters of credit and guarantees in favour of counterparties of the Group (see further Note 31 to the 2023 Consolidated Financial Statements). In connection with the Restructuring Plans, the Company has obtained waivers of defaults and events of defaults arising from the Balance Sheet Restructuring from all providers of such facilities from whom waivers required pursuant to the terms of the relevant facilities, which terminate on 31 July 2025 (or, in the case of waivers that terminate on 30 May 2025, are subject to extension as may be agreed among the respective parties thereto). In addition, the providers of the facilities that are subject to the Intercreditor Agreement have granted consents to make the necessary amendments to the Intercreditor Agreement in order to implement the Balance Sheet Restructuring (subject to review of the final form of the amendments to the Intercreditor Agreement). As at 30 June 2024, US$1,609 million had been issued by providers of the Group's Unfunded Guarantee Facilities.

11.19 Indenture and Notes

11.19.1 Overview

The Company issued US$600 million 9.75 per cent. senior secured notes (the "**Notes**") under an indenture (as amended, supplemented or otherwise modified, the "**Indenture**") dated 16 November 2021 between, inter alios, the Company and GLAS Trust Company LLC, as trustee, paying agent, transfer agent and registrar (the "**Notes Trustee**"). The Notes mature on 15 November 2026.

The Notes are guaranteed by Petrofac International Ltd, Petrofac International (UAE) LLC, Petrofac (Malaysia – PM 304) Limited, Petrofac Facilities Management Limited, Petrofac E&C Oman LLC, Petrofac Norge B.V., Petrofac Kazakhstan B.V., Petrofac Services Limited and Petrofac South East Asia Pte. Limited (collectively the "**Notes Guarantors**"). Certain subsidiaries of the Company may accede to the Indenture as additional guarantors, subject to satisfaction of certain conditions.

In connection with the Balance Sheet Restructuring, the Company launched a Consent Solicitation on 23 December 2023, which expired on 10 January 2025. Subject to the terms and conditions set forth in the Consent Solicitation Statement, the Company solicited consents of holders of the Notes to:

- (i) amend the governing law of the Indenture and the Notes from the laws of the State of New York to the laws of England and Wales and (ii) amend the jurisdiction clauses of the Indenture and the Notes from any state or federal court in the Borough of Manhattan, New York, New York, and any appellate court from any thereof, to the exclusive jurisdiction of the courts of England and Wales, which will assist the High Court of Justice of England and Wales in finding jurisdiction to sanction the proposed Restructuring Plan; and
- make technical amendments to the Indenture and the Notes related to the foregoing,

(collectively, the "**Proposed Amendments**")

On 13 January 2025, the Company announced that it had received consents from Holders representing a majority (approximately 84.8602 per cent.) of the Notes. Accordingly, a deed of supplemental indenture will be executed by the Issuer, the Notes Guarantors, the Notes Trustee and the security agent under the Indenture at a convenient time to give effect to the Proposed Amendments (the "**Deed of Supplemental Indenture**"). On 17 February 2025, the Deed of Supplemental Indenture was executed.

Principal and interest on the Notes will form part of the Debt Conversion, pursuant to the Restructuring Plans, and the Indenture will be terminated upon effectiveness of the Balance Sheet Restructuring.

11.19.2 Interest

The Notes bear interest at a rate per annum of 9.75 per cent. and interest is payable semi-annually in arrears on each of 15 May and 15 November of each year. Interest on the Notes is computed on the basis of a 360-day year comprised of twelve 30-day months.

11.19.3 Security and guarantees

Each of Petrofac International Ltd, Petrofac International (UAE) LLC, Petrofac (Malaysia – PM 304) Limited, Petrofac Facilities Management Limited, Petrofac E&C Oman LLC, Petrofac Norge B.V., Petrofac Kazakhstan B.V., Petrofac Services Limited and Petrofac South East Asia Pte. Limited guarantee the Notes under the Indenture.

The Company, and certain members of the Group, have granted security over certain assets in favour of the Security Agent under the Indenture. This includes, among other things, security over the shares in Petrofac International Ltd, Petrofac (Malaysia – PM 304) Limited and Petrofac Facilities Management Limited, an assignment of certain intra-group loan receivables owed to the Company and an assignment of certain bank accounts of the Company held in England and Wales.

The security shall be shared with creditors of the Company under the Intercreditor Agreement and certain other bilateral facilities of the Company and its subsidiaries, pursuant to the terms of the Intercreditor Agreement (as described in further detail in paragraph 11.20 below).

11.19.4 Redemptions and offers to repurchase the Notes

The Indenture and the Notes permit the Company, at its option, to redeem the Notes if certain conditions are met, at established redemption prices plus accrued and unpaid interest and additional amounts, if any, to the date of redemption. Additionally, upon the occurrence of certain events constituting a Change of Control (as defined in the Indenture), the Company is required to offer to repurchase all outstanding Notes at a purchase price in cash of 101 per cent. of the principal amount thereof on the date of purchase plus accrued and unpaid interest and additional amounts, if any, to the date of purchase. The Notes remain outstanding in full.

11.19.5 Covenants

The Indenture contains covenants that are typical in financings of this type, including limitations on the ability of the Company and its restricted subsidiaries to:

- incur additional debt and issue guarantees and preferred stock;
- make certain payments, including dividends and other distributions, with respect to outstanding share capital;
- make certain investments or loans, including participating in joint ventures;
- repay or redeem subordinated debt or share capital;
- create or incur certain liens;
- impose restrictions on the ability of subsidiaries to pay dividends or make other payments to the Company;
- sell, lease or transfer certain assets, including shares of any of its restricted subsidiaries;
- guarantee certain types of its other indebtedness without also guaranteeing the Notes;
- impair the security interests created for the benefit of the holders of the Notes;
- effect a merger or consolidation of, or sell all or substantially all of the Company’s assets or all of the assets of, certain companies within the Group; and

- enter into certain transactions with affiliates.

Each of these covenants is subject to significant exceptions and qualifications.

11.19.6 Events of default

The Indenture contains customary events of default, including, but not limited to, payment defaults, judgment defaults, breach of covenants, breach of other obligations, cross acceleration (subject to a US$50 million *de minimis*), insolvency (or analogous event) and failure in the effectiveness of security documents.

11.20 Intercreditor Agreement

11.20.1 General

The Intercreditor Agreement will be amended upon effectiveness of the Balance Sheet Restructuring, as summarised in paragraph 11.8 above.

In order to establish the relative rights of certain of the Group's secured creditors under its financing arrangements, the Company and its creditors under the Primary Bank Debt and the Unfunded Guarantee Facilities and the trustee under the Notes entered into an intercreditor agreement that included customary terms for a refinancing with a capital and debt raise (the "**Intercreditor Agreement**", and each of the creditors, the "**Secured Creditors**").

The Intercreditor Agreement is governed by English law and sets out, among other things:

- the relative ranking of certain indebtedness of the Debtors;
- the relative ranking of certain security granted by the Debtors;
- when payments can be made in respect of debt of the Debtors;
- when enforcement action can be taken in respect of that indebtedness;
- the terms pursuant to which certain of that indebtedness will be subordinated upon the occurrence of certain insolvency events and turnover provisions; and
- the circumstances in which the Collateral may be shared on a *pari passu* basis with additional third party creditors.

11.20.2 Priority of Secured Debt

The Intercreditor Agreement ranks the debt held by the Secured Creditors that is secured by the Collateral (the "**Secured Debt**") *pari passu* without any preference between any class of Secured Debt.

11.20.3 Enforcement

The class of creditors permitted to instruct the Security Agent to enforce the security documents under the Intercreditor Agreement (the "**Instructing Group**") are the Pari Passu Creditors. For the purposes of the Intercreditor Agreement, "**Pari Passu Creditors**" includes the following class of creditors:

- the agents, arrangers and lenders under the Primary Bank Debt;

- any creditor representative in relation to any noteholder of *pari passu* notes and any *pari passu* lender under the Intercreditor Agreement and each noteholder, lender and arranger in relation to any *pari passu* debt;
- the Security Agent; and
- any hedge counterparty that is owed *pari passu* hedging liabilities.

The Instructing Group comprises of those Pari Passu Creditors whose credit participations aggregate more than 50 per cent. of the total *pari passu* credit participations at that time.

Pari passu debt can be incurred by one or more members of the Group from time to time in accordance with the terms of the Intercreditor Agreement and provided it is designated as *pari passu* debt and subject to certain other conditions, it shall be secured by the Collateral.

The Intercreditor Agreement specifies procedures that must be followed for the Instructing Group to instruct the Security Agent to enforce the Collateral. No secured party shall have any independent power to enforce, or to have recourse to, any Collateral or to exercise any rights or powers arising under the security documents except through the Security Agent.

Prior to instructing the Security Agent to enforce the Collateral or take any other enforcement action set out in the Intercreditor Agreement, the creditor representatives of the creditors represented in the Instructing Group are required to consult with each creditor representative representing the second lien creditors and the Security Agent in good faith for 10 Business Days. The creditor representatives are not obliged to consult if:

- the Collateral has become enforceable as a result of an insolvency event;
- the Instructing Group or any creditor representative of the creditors represented in the Instructing Group determines in good faith that consulting and delaying enforcement of the Collateral could reasonably be expected to have a material adverse effect on the ability to enforce any of the Collateral or realise the proceeds of any enforcement of the Collateral;
- any action or proceedings have been threatened or commenced by or on behalf of any lender under any second lien facility or a noteholder of any second lien notes against any Pari Passu Creditor, any affiliate of the creditors under the New Senior Facilities, any Debtor or any holding company of any Debtor;
- the Security Agent has obtained an independent valuation in accordance with the terms of the Intercreditor Agreement which shows that the enterprise value of the Group is less than the *pari passu* liabilities; or
- any second lien creditor accelerates the second lien liabilities, declares them to be prematurely due and payable, makes a demand in relation to any second lien liability or guarantee, threatens or commences any proceedings to recover the second lien liabilities or takes any steps in relation to winding up, administration, dissolution of the group or enforcement of transaction security (except in certain situations listed in the Intercreditor Agreement).

If the Instructing Group has instructed the Security Agent to cease or not proceed with enforcement or in the absence of instructions from the Instructing Group, the Security Agent is permitted to give effect to any instructions to enforce Collateral which the creditor representative for the second lien creditors is entitled to give.

11.20.4 Enforcement Proceeds

The Intercreditor Agreement provides that, following any enforcement of the Collateral, any recovered sums will be applied in the following order of priority:

- in discharging sums owed to the Security Agent, any receiver or delegate appointed pursuant to any security document and in payment to the creditor representatives (other than of any group of unsecured creditors) of its fees and costs in relation to enforcement;
- in discharging all costs and expenses incurred by any Pari Passu Creditor, second lien creditor or senior subordinated creditor in relation to the realisation or enforcement of Collateral;
- in discharging (a) the *pari passu* debt liabilities on a *pro rata* basis between *pari passu* liabilities incurred under separate *pari passu* facility agreements and notes indentures and (b) *pari passu* hedging liabilities on a *pro rata* basis between such *pari passu* hedging liabilities;
- in discharging second lien debt and hedging liabilities on a *pro rata* basis;
- in discharging senior subordinated debt and hedging liabilities on a *pro rata* basis;
- in payment to any person to whom the Security Agent is obliged to pay in priority to any Debtor or security grantor; and
- the balance, if any, in payment to the relevant Debtor.

The Intercreditor Agreement contains customary turnover and equalisation provisions.

11.20.5 Appointment of Security Agent

The Intercreditor Agreement sets out the terms on which the Security Agent holds the benefit of the security documents. The Security Agent's role under the Intercreditor Agreement and the security documents is solely of a mechanical and administrative nature.

The Security Agent shall not be obliged to take any action (including with respect to taking enforcement proceeds or enforcing the security documents) unless instructed by the relevant class of creditors or permitted under the Intercreditor Agreement and subject to an indemnity owed to it by the Pari Passu Creditors, second lien creditors and senior subordinated creditors. The Security Agent is entitled to accept deposits from, lend money to and generally engage in any kind of banking or other business with any member of the Group, Debtor or any security grantor. It is not bound to account to any other secured party for any sum or profit element received by it for its own account.

Except as provided above, wherever in the security documents the Security Agent is required in connection with any exercise of its powers, trusts, authorities or discretions to have regard to the interests of the Secured Creditors, it shall have regard only to the interest of the Secured Creditors as a whole, and, in particular, but without prejudice to the generality of the foregoing, shall not be obliged to have regard to the consequences of such exercise for any individual Secured Creditor.

The Security Agent is not obliged to insure any Collateral, or require any other person to maintain or monitor the adequacy of such insurance or verify any obligation to arrange or maintain insurance, and will not be responsible for any loss, expense or liability which may be suffered as a result of the lack of, or inadequacy of, such insurance. The Security Agent has not undertaken and will not undertake any independent investigations, searches or other actions to verify the title of any security provider to the Collateral or compliance by any obligor with their respective representations, warranties and undertakings under the transaction documents. The Security Agent has not investigated or will not investigate the efficacy or enforceability of any of the security documents.

11.20.6 Parallel Debt

In certain jurisdictions, a security interest in the Collateral is not granted directly to the relevant lenders or noteholders, but is granted only in favour of the Security Agent as beneficiary of parallel debt obligations ("**Parallel Debt**"). The Parallel Debt is in an amount up to the amount of debt held by the Secured Creditors (the "**Principal Obligations**"). Any payment in respect of the Principal Obligations shall discharge the corresponding Parallel Debt and any payment in respect of the Parallel Debt shall discharge the corresponding Principal Obligations.

11.20.7 Sharing of Collateral

The Intercreditor Agreement provides that, subject to the terms of the financing documents for the Secured Debt, third-party creditors of the Guarantors and other obligors holding indebtedness in an amount greater than a specified amount may accede to the Intercreditor Agreement as additional Secured Creditors with respect to such debt and thereby share in the Collateral on the terms set out in the Intercreditor Agreement.

The sharing of the Collateral is subject to certain limitations under relevant local law. Further, the pool of Secured Creditors and Secured Debt may be increased, thus resulting in a reduction in the pro-rated recovery of enforcement proceeds by the existing Secured Creditors.

11.20.8 Release of Collateral

The Intercreditor Agreement provides that the Security Agent may release the Collateral under certain conditions, including in connection with the enforcement of the security documents or in connection with the sale of assets permitted by the relevant financing documents.

11.20.9 Amendments

The Security Agent has the right to make amendments which are minor or of a technical nature to the Intercreditor Agreement without any further consent from the Secured Creditors. In all other respects, the Security Agent shall take instructions from the Secured Creditors in accordance with the terms of the financing documents for the Secured Debt.

11.21 TenneT Framework Agreement

Petrofac International (UAE) LLC and Hitachi Energy Sweden AB (together, the "**TenneT Consortium**") have entered into the TenneT Framework Agreement with TenneT, which establishes a framework of guidelines, principles, governance structure, rights and obligations in respect of the development and installation of the TenneT Projects (as defined below).

TenneT are transmission system operators in the Netherlands and Germany and have been commissioned by their respective governments to install offshore 2GW platforms to connect the various offshore wind parks to be developed at open sea with the high voltage grid networks in each country ("**TenneT Projects**"). TenneT requires the assistance of market specialists to facilitate and realise the development and installation of the TenneT Projects.

TenneT has therefore entered into the TenneT Framework Agreement with the TenneT Consortium, to establish a long-term relationship in respect of the development of certain of the TenneT Projects, under which TenneT may "call-off" and the TenneT Consortium may be awarded TenneT Projects. Specifically, the works contemplated under the TenneT Framework Agreement cover the Engineering, Procurement, Construction and Installation (EPCI) of offshore HVDC transmission stations, onshore converter stations and associated infrastructure at six TenneT Project platforms. The overall TenneT Framework Agreement (and the TenneT Projects to which it relates) are estimated to be worth approximately US$14 billion to the TenneT Consortium, with Petrofac's share of the revenue anticipated to be in the region of US$7 billion.

The TenneT Framework Agreement sets out the parameters of the cooperation between TenneT and the TenneT Consortium, alongside the governance of the rights and obligations of these parties in relation to the realisation of these TenneT Projects. When a TenneT Project is awarded, the TenneT Consortium and TenneT then enter into a project agreement (each, a "**Project Agreement**") comprising, among other things, the contract price, scope of work and terms for the delivery of work in respect of the relevant TenneT Project. The TenneT Consortium has been awarded two TenneT Projects under the TenneT Framework Agreement to date (Ijmuiden Ver Alpha in March 2023 and Nederwiek 1 in December 2023), with Petrofac's share of the awarded TenneT Projects being approximately US$2.7 billion.

The remaining four TenneT Projects (Doordewind 1, Doordewind 2, Nederwiek 3 and LanWin5) are expected to be awarded over a 2025-2027 timeframe. In addition, TenneT may award further TenneT Projects under the TenneT Framework Agreement (beyond the six TenneT Projects which are specifically identified therein). The TenneT Consortium is eligible to participate in TenneT Projects which are called-off and which are not identified in the TenneT Framework Agreement.

As is customary in the industry, guarantees are granted to TenneT (in the form of parent company guarantees (to guarantee due performance) and guarantees from third-parties to secure monetary liabilities of the TenneT Consortium's obligations and liabilities under each TenneT Project. The requirement for these is contemplated in each relevant Project Agreement.

In connection with the Balance Sheet Restructuring, the Group has revised the terms of the TenneT Framework Agreement. The revised arrangements include a more gradual build-up of the performance security requirement over the life of the TenneT Framework Agreement and the ability to meet at least part of that security through retentions rather than performance guarantees. These arrangements will apply until 31 December 2026, following which performance security will be required in the form of guarantees. In exchange, future payments made by TenneT will be ring-fenced and used exclusively for costs associated with the TenneT contracts (including services provided by other Group entities), and transfers outside of the ring-fence will only be permitted for transfers of certain profits and overhead to the Group, alongside limited additional amounts of excess liquidity.

The TenneT Consortium has also separately entered into a collaboration agreement in order to regulate the relationship between themselves in relation to their respective rights and obligations under the TenneT Framework Agreement.

12 Regulatory Disclosures

Below is a summary of the information disclosed in accordance with the Company's obligations under the UK Market Abuse Regulation over the last 12 months which is relevant as at the date of this document.

Key Business Updates / Strategic Review

On 27 September 2024, the Company announced that it had reached in-principle agreement with certain of its key stakeholders on the framework for a comprehensive financial restructure to strengthen the Group's financial position and better position it to deliver on its strategy. It was noted that since commencing the review of the Company's strategic options in December 2023, the Directors had undertaken a thorough evaluation of alternative options available to the Company and were of the view that this financial restructure provides the best available outcome for the Company and for its stakeholders.

On 22 December 2024, the Company announced entry into the Lock-Up Agreement, including agreement on the terms of the Balance Sheet Restructuring, and the Commitment Letters.

On 24 February 2025, the Company announced certain updates on the Balance Sheet Restructuring.

13 Related Party Transactions

13.1 Related Party Transactions in the ordinary course

Details of the related party transactions between Petrofac and joint ventures, associates and key management personnel that were entered into during the financial years ended 31 December 2023, 2022 and 2021 are incorporated into this document by reference to the 2023, 2022 and 2021 Annual Report and Accounts, as described in Part VIII (*Information Incorporated by Reference*) of this document. During the period from 1 January 2024 to the Latest Practicable Date there were no changes in the nature of Petrofac's related party transactions other than as disclosed in paragraph 13.2 of this Part VII.

13.2 Related Party Transaction disclosure in relation to participation in the Equity Capital Raise

In connection with the New Equity Capital Raise, (i) Ayman Asfari (in his own capacity), (ii) HARK PTC Limited (as trustees of the Lam Trust) and (iii) HARK PTC Limited (as trustees of the Lamia Trust) (together, the "**Related Parties**") have agreed to subscribe for New Equity Capital Raise Shares representing 2.85 per cent. of the post-Balance Sheet Restructuring share capital of the Company, together with Warrants, for consideration of US$10 million (the "**Related Party Subscription**"). Ayman Asfari, is a related party of the Company under UK Listing Rule 8.1.11R(4) and the subscription by the Related Parties constitutes a related party transaction under UK Listing Rule 8.2.1R. Pursuant to UK Listing Rule 8.2.2R, the Board of the Company confirmed its view that the Related Party Subscription is fair and reasonable as far as the shareholders of the Company are concerned and that the Board has been so advised by J.P. Morgan Securities plc (which conducts its UK investment banking business as J.P. Morgan Cazenove), as sponsor to the Company.

Each Director is a related party of the Company for the purposes of the UK Listing Rules. In connection with the New Equity, René Médori (Chairman), Tareq Kawash (Chief Executive Officer), Afonso Reis e Sousa (Chief Financial Officer) and David Davies (Non-Executive Director) have agreed to subscribe for New Equity Capital Raise Shares representing in aggregate 0.31 per cent. of the post-Balance Sheet Restructuring share capital of the Company, for consideration of US$1.08 million (the "**Director Subscriptions**"). The Director Subscriptions fall within the scope of the UK Listing Rules, however, due to the size of each individual subscription relative to the Company's market capitalisation, the Director Subscriptions are exempt from the rules regarding related party transactions under UK Listing Rule 8.

14 Litigation and Arbitration Proceedings

Except as set out below, there are no, nor have there been any, governmental, legal or arbitration proceedings (nor is the Company aware of any such proceedings which are pending or threatened) during the 12 months immediately prior to the date of this document, which may have, or have had in the recent past, a significant effect on the financial position or profitability of the Group.

14.1 HMRC National Insurance Inquiry

In October 2020, HMRC issued a decision pursuant to section 8(1)(c) of the Social Security Contributions (Transfer of Functions, etc.) Act 1999 in respect of PFML, a subsidiary of the Company. Under that Decision, PFML was liable to pay secondary Class 1 national insurance contributions for the period 6 October 1999 to 5 April 2014. PFML appealed that Decision and disputed the liability. The Group has now resolved this matter, contingent on implementation of the Balance Sheet Restructuring.

14.2 FSMA Claims

As disclosed by Petrofac in the prospectus issued in connection with the 2021 Capital Raise and Open Offer, the Company has (from time to time) received correspondence from claimant law firms threatening civil damages claims relating to facts underpinning the SFO's recent investigation into the Company. The SFO Investigation into the Company concluded on 4 October 2021 when the Company was sentenced, having entered guilty pleas to seven counts of historical offences of failing to prevent bribery contrary to section 7(1) of the Bribery Act 2010.

In May 2023, two groups of claimants, comprised of former and current shareholders, commenced proceedings under s.90A and schedule 10A of the Financial Services and Markets Act 2000. The Company is also engaging with further similar claims that were threatened in correspondence at around the same time. Relying on the Company's guilty pleas above, the claims allege that the Company's published information contained misleading statements and/or dishonest omissions or delays by failing to disclose the commission of historic instances of bribery by former employees and/or that failure to prevent those instances (or other similar or related allegations). The claims are still at an early stage. It is not yet possible to quantify accurately the total damages being claimed, albeit they are expected to be material. Petrofac denies that it is liable for such sums and intends, in the event that the Balance Sheet Restructuring does not proceed, to defend the claims.

Any actual or potential liabilities of the Group in connection with the FSMA Claims will be compromised pursuant to the Restructuring Plans and any person that can prove they are a legitimate claimant will be entitled to a share of (i) a total consideration of £1 million and (ii) the Warrants, to be distributed pursuant to the claims administration and adjudication process contemplated in the Restructuring Plans.

14.3 Contractual dispute regarding the In Salah Gas project

In August 2020, Petrofac International (UAE) LLC ("**PIUL**") initiated arbitration proceedings against Société Nationale S.P.A (Sonatrach), Eni In Salah Limited and Equinor In Salah AS (Norway) (together the "**Respondents**") for extension of time claims, disruption and prolongation-related costs, variations, interest and costs totalling US$560 million. In February 2023, PIUL served its statement of defence and response to the Respondents' counterclaim that the Respondents submitted in July 2022. Having analysed the defence and counterclaim, engaged external counsel were supportive of the likelihood of material recovery. In August 2023, the Respondents introduced two new counterclaims totalling US$124 million. External counsel have advised that the exposure of PIUL in relation to these counterclaims is up to approximately US$0.8 million. The main evidential hearing took place 15-30 April 2024. Since that time, the parties have exchanged post-hearing submissions. External counsel's view on the Respondents' counterclaims has not changed. The tribunal award is expected during the first half of 2025, but it has not committed to this timing.

14.4 Contractual disputes with NBTC

PEL

In February 2023, Naser Al Baddah and Partner for General Contracting Company LLC ("**NBTC**"), a subcontractor of Petrofac Emirates LLC ("**PEL**"), issued a notice of dispute to PEL under 16 different heads of claims. Despite these claims previously being rejected in their entirety by PEL, the notice of dispute sought an additional payment of US$105 million from PEL. Attempts to reach a settlement failed and NBTC issued a notice of arbitration in March 2023. PEL obtained an Early Case Assessment from external counsel on NBTC's claims in May 2023. The statement of claim that NBTC served on 8 March 2024 sought an additional US$17 million in prolongation costs, bringing the total amount sought from PEL to US$122 million. NBTC did not introduce any new legal or factual arguments in the statement of claim. As a result, PEL has not instructed external counsel to update the Early Case Assessment. PEL's defence and counterclaim was served in September 2024. An application to strike out NBTC's claims is under consideration by PEL and external counsel, and NBTC's claim continues to be assessed at nil by PEL's expert. In NBTC's reply expert report, the quantum expert reduced the headline claim from US$122 million to US$57 million. NBTC's expert valued all other claims at nil, save for NBTC's disruption and prolongation costs and claim for outstanding invoices.

On 12 March 2025, NBTC appointed new legal counsel. The evidentiary hearing is currently scheduled for 13-21 October 2025. Further attempts to reach a settlement are continuing in parallel.

PIL

In March 2023, NBTC, a subcontractor of Petrofac International Limited ("**PIL**"), commenced legal proceedings against PIL in the Kuwaiti Courts for US$115 million. NBTC's contractual claims against PIL included extension of time, prolongation, disruption, acceleration and insurance-related claims. The matter was referred to a court-appointed expert who assessed NBTC's claims at approximately US$11 million and dismissed NBTC's extension of time and prolongation claims for lack of substantiation in October 2023. Both parties accepted this part of the assessment, bringing the total amount in dispute to approximately US$103 million. The court did not rule on whether to adopt or depart from the expert's assessment, but instead decided to appoint a new expert panel to assess the claims. A number of meetings with the expert panel have taken place over the course of 2024. This dispute was settled in September 2024.

14.5 Contractual dispute with Petronas Carigali

In July 2022, Petronas Carigali ("**PC**") issued a notice of arbitration to Petrofac E&C Sdn Bhd ("**PEC**") in relation to a contract entered into between PEC and PC in April 2011. PC claim that PEC has breached its contractual obligations by failing to produce a product reasonably fit for the purpose as specified in the contract. PC is claiming approximately US$81 million, together with interest on any awarded sums and costs. PEC received PC's statement of claim at the end of January 2024 and is currently working with external counsel to consider the merits of PC's claim. The limitation of liability under the contract caps PEC's liability to 15 per cent. of the contract price, which takes PEC's potential exposure to approximately US$23 million – US$37 million. The arbitration hearing is rescheduled to take place between 13-24 April 2026.

Following confirmation from its legal counsel, PEC's insurers confirmed to PEC that PC's claim is covered by PEC's professional indemnity policy, subject to the policy's normal exclusions.

14.6 Performance bond dispute with Hidada

Petrofac Saudi Arabia Limited ("**PSAL**") engaged Hidada Contracting Co. Limited to provide tanks on a project and, following Hidada's default, PSAL called Hidada's performance bonds. PSAL filed a claim for US$77.3 million with Hidada's trustee in bankruptcy for sums due from Hidada.

In October 2021, Hidada commenced arbitration proceedings against PSAL, claiming US$84 million for delay, disruption costs, and unpaid amounts for executed work on a project between the parties, as well as additional unquantified damages. The related main trial hearing concluded on 26 September 2023 and the final round of closing submissions were submitted on 12 January 2024.The arbitration tribunal have not provided any further information on the proceedings, but an award should not be expected until the second or third quarter of 2024. The arbitration tribunal published its final award on 20 September 2024, with PSAL awarded a net total of approximately US$27 million (reflecting various claims decided both for and against Hidada and PSAL), which is subject to offsetting bond proceeds of approximately US$22 million, for a net payment to PSAL of US$5 million.

There is little prospect of PSAL recovering this balance (i.e., any payment beyond the amount already secured through Hidada's bond) as Hidada is an insolvent subcontractor. It is nevertheless important that PSAL's net claim is established, proven and upheld in order to avoid any risk of a demand for repayment from the trustee in bankruptcy.

On 11 March 2025, PSAL and PIL were served with a claim in which Hidada is seeking to remit the arbitral award to the High Court of England & Wales. Hidada are claiming that the arbitration tribunal reached the wrong decision. PSAL and PIL have engaged legal counsel to challenge jurisdiction.

14.7 Contractual dispute with Galfar Engineering & Contracting SAOG

In August 2022, Galfar Engineering & Contracting SAOG ("**Galfar**") issued a defective notice of arbitration to Petrofac E&C Oman LLC ("**PECOL**") claiming close to US$55 million for various contractual claims pursuant to two subcontracts related to a project in Oman. PECOL responded to the defective notice by issuing proper Requests for Arbitration on 23 September 2022 to ensure that the contractually agreed forum was seised of jurisdiction, and the two resulting arbitrations were subsequently consolidated.

In May 2023, PECOL served its statement of claim for US$21 million. Galfar served its defence and statement of counterclaim for US$46 million in June 2023. Following PECOL applying for Galfar's delay and disruption claims to be struck out, Galfar served its replacement defence and statement of counterclaim of close to US$43 million on 20 December 2023. PECOL's next Reply to the Defence and Defence to the Counterclaim was served on 9 February 2024 (reducing PECOL's claim to US$17 million), and Galfar's Rejoinder on 31 March 2024.

Ahead of the related hearing, the parties exchanged witness statements and expert reports, with Galfar's submissions departing significantly from prior pleadings. As a result, the trial has been adjourned until May 2025. PECOL's external counsel's merits analysis is that a decision against PECOL would result in a low single-digit million US dollar liability.

14.8 Contractual dispute with United Gulf Construction Co. WLL

In July 2023, United Gulf Construction Co. WLL ("**UGCC**") commenced legal proceedings against PIL in the Kuwaiti Courts claiming approximately US$51 million pursuant to a subcontract between the parties. PIL has informed the Court that the sums claimed by UGCC have either already been settled or that any UGCC entitlement is contingent upon related sums being received from the Kuwait Oil Company (which has not occurred). Expert hearings took place over the course of 2024, with the expert process concluded in October 2024. The experts issued their report in December 2024 determining that

PIL should pay KWD 5,973,966.214 (US$19 million) to UGCC to close the subcontract account. PIL challenged the expert report in a February 2025 hearing. The Court in its judgment concluded that it lacked jurisdiction to hear the claim due to the underlying subcontract having an arbitration clause. It is unclear whether UGCC will appeal to the Court of Appeal. At this stage, there is no order requiring PIL to make any payments to UGCC.

14.9 Additional cost dispute with KCC Engineering and Contracting Co

In 2020, KCC Engineering and Contracting Co ("**KCCEC**") commenced claims in the amount of US$42 million against PIUL for additional costs in the Kuwaiti Courts pursuant to a subcontract between the parties. In March 2023, the Kuwaiti Court dismissed KCCEC's claims and instead awarded PIUL US$440 thousand.

Following KCCEC's refusal to engage following the Kuwaiti Court of Appeal upholding the award to PIUL on 20 September 2023, the case was appealed to the Kuwaiti Court of Cassation. On 4 January 2024, the Kuwaiti Court of Cassation decided to suspend any enforcement of the Kuwaiti Court of Appeal's judgment against KCCEC. PIUL's legal counsel in Kuwait have advised that it might take over a year for the judicial officer to decide whether to allow KCCEC's appeal to proceed to the Court of Cassation, and no further update has been received.

14.10 Subcontract dispute with Combined Group Contract Company ("CGCC")

In September 2021, CGCC commenced legal proceedings against PIL in the Kuwaiti Courts, requesting the court to appoint an expert to evaluate contractual claims pursuant to two subcontracts between the parties. CGCC identified in December 2022 that it was claiming a total of US$118 million. PIL filed a defence to demonstrate that parts of what CGCC claimed had already been settled and to generally dispute CGCC's entitlement to the claimed amounts. In March 2023, a court appointed expert decided that PIL owed CGCC approximately US$33 million, to which PIL objected. CGCC consequently reduced its claim to US$33 million, which is PIL's potential exposure in this matter, to date. The court awarded CGCC approximately US$20 million, which related to agreed settlement and unpaid balance of CGCC's base scope of work on 18 June 2023.

Both parties appealed in July 2023 to the Kuwaiti Court of Appeal. The Court of Appeal hearing was adjourned to 10 January 2024 at which it was referred to the experts' department within the Court of Appeal. The Court of Appeal's mandate to the new experts included that the parties' settlement agreement was to be upheld. The parties attended the first meeting with the appointed experts on 19 March 2024 and filed submissions. Expert meetings took place between March and September 2024. The expert assessment was issued on 22 November 2024, finding that PIL would need to pay US$25 million to CGCC to close both subcontracts. The Court of Appeal handed down its judgment on 19 March 2025, adopting the expert's assessment and ordering PIL and and its co-defendant to pay approximately US$25.4 million plus interest, jointly. PIL is considering whether to appeal the decision to the Court of Cassation. If such an appeal is filed, PIL will seek a stay of any enforcement of the judgment of the Court of Appeal.

14.11 Patent infringement dispute with Kingtime International Limited

Following a Malaysian High Court trial in 2017, PEC was declared to have infringed Kingtime International Limited's ("**Kingtime**") patents in relation to two items which were embodied in a mobile offshore production unit which PEC engineered, constructed and commissioned for Petronas. As PEC's subsequent appeals were unsuccessful, all legal routes to dispute liability have been exhausted and PEC is now in the quantum phase of the proceedings. In March 2022, the Malaysian High Court ordered discovery limited to the two infringing items only, which Kingtime appealed. PEC made the disclosures to the High Court by serving a report detailing the profit derived from the two infringing items, valuing the infringement attributable to the two infringing items at approximately US$48,000 for the base case (best case) or approximately US$66,000 for the alternative case. Kingtime refuted these values and assessed the profit value to be in the range of US$24 million to US$54 million.

The discovery appeal hearing, which was originally scheduled for 15 November 2023 in response to Kingtime appealing the Malaysian High Court's discovery order in March 2022, has been stayed due to a separate patent related proceedings between Kingtime and Petronas, in which Kingtime is claimant. In August 2023, the High Court judge in those proceedings declared that Petronas had not infringed Kingtime's patents and further, that Kingtime's patents should be invalidated. The positive outcome in the case between Kingtime and Petronas mitigates the financial risk for PEC and on this basis, the Group has provisioned US$2 million for this matter, which is also reflective of legal and accounting advice provided to PEC around likely exposure. Kingtime is appealing the decision reached in its proceedings against Petronas and the appeal will be heard before the Court of Appeal in Kuala Lumpur in October 2024, with further dates in late February 2025.

14.12 Subcontract dispute with LEAD Energy Group FZE ("LEAD")

In December 2024, LEAD filed two requests for arbitration with the London Court of International Arbitration ("**LCIA**") in relation to a claim of approximately US$48 million pursuant to two subcontracts between PIUL and LEAD.

PIUL challenged LEAD's request for arbitration on jurisdictional grounds and LEAD has agreed to: (i) discontinue both arbitrations commenced with the LICA; and (ii) not commence any new arbitrations with the International Chamber of Commerce in relation to these claims before 30 April 2025 unless LEAD gives PIUL seven days' notice.

14.13 Thai Oil Subcontract dispute with CAZ (Thailand) Public Co., Ltd. ("CAZ")

In October 2024, CAZ filed a claim against Saipem, Samsung, Petrofac Southeast Asia Pte. Ltd ("**PSEAL**") and Thai Oil Public Company Ltd (together, the "**Consortium**") for outstanding invoices amounting to approximately US$26.2 million for works performed under subcontracts. On 6 December 2024, the Consortium filed motions to dismiss the claim citing an arbitration clause in the underlying subcontracts.

A hearing was held 17 February 2025 to consider the Consortium's jurisdictional defence. Factual evidence in relation to that defence will be heard on 7 and 14 July 2025.

14.14 Thai Oil Subcontract dispute with Sino-Thai Engineering & Construction Public Company Limited ("STECON")

In January 2025, STECON filed a notice of arbitration against Saipem, Samsung and PSEAL in relation to claims under a subcontract for payment of unpaid invoices exceeding US$27 million and additional compensation (which, as at the date of this document, has not yet been quantified). STECON made an application for emergency relief for security of its claims in the amount of US$92 million. The parties exchanged submissions on the application, with an emergency arbitrator issuing an order on 5 March 2025 which dismissed STECON's application and ordered it to pay PSEAL, Saipem and Samsung's costs. A response to the notice of arbitration was filed on 6 March 2025, which asserted various counterclaims. The parties now await the constitution of the arbitration tribunal.

15 Working Capital

In the opinion of the Company, the working capital available to the Group is not sufficient for the Group's present requirements, that is for at least the next 12 months following the date of this document.

This statement is made on the basis that:

(a) amortisation payments, interest accrued and fees of US$220.25 million due on 26 October 2024, in respect of the Group's Primary Bank Debt, and interest payments of US$29.25 million due on each of 15 May 2024 and 15 November 2024, on the Notes, have each been temporarily waived by the relevant lenders pursuant to the terms of the Lock-Up Agreement, pending implementation of the Balance Sheet Restructuring;

(b) the Group is currently in default and does not have sufficient cash to repay in full the aggregate amounts due of US$915 million, absent the creditor forbearance and waivers provided for in the Lock-Up Agreement, and the Group is unable to take into account the net proceeds of the Balance Sheet Restructuring in the working capital statement set out above as the net proceeds and other components of the Balance Sheet Restructuring are conditional upon, among other things the implementation of the Financial Restructuring, which will involve an English court-approved process;

(c) the Lock-Up Agreement permits, subject to minimum participation thresholds, Funded Creditors party thereto to terminate the Lock-Up Agreement with immediate effect under certain circumstances, including should the Restructuring Plans not be sanctioned by the court, in which case the deferred balances would become immediately due.

The Board therefore anticipates that, absent the court sanctioning the Restructuring Plans, as part of the successful implementation of the Balance Sheet Restructuring, forbearance and waivers of default in respect of the Primary Bank Debt and the Notes would cease by 30 May 2025, which is the long-stop date set out in the Lock-Up Agreement, as may be extended to 30 June 2025 with the consent of the requisite creditors in accordance with the Lock-Up Agreement or such later day as may be agreed among the parties thereto, or by such earlier date as a default occurred subsequent to termination of the Lock-Up Agreement by one or more creditors party thereto.

If the Balance Sheet Restructuring completes, the Group's debt will be reduced through the Restructuring Plans and its available cash will be increased through the proceeds of the Equity Capital Raise, the Debt Raise and the release of cash retentions pursuant to the Key Client Arrangements entered into as part of the Balance Sheet Restructuring. In the opinion of the Company, if the steps comprising the Balance Sheet Restructuring are implemented, this will significantly deleverage the Group's balance sheet, alleviate pressure on the Group's liquidity and deliver a sustainable capital structure to support its ability to achieve its financial ambitions in the coming years. However, the Directors have reached this view based on a number of assumptions regarding the Group's operational and financial performance in the coming years, as well as the broader commercial environment in which it operates, significant elements of which are beyond the Group's control. These assumptions include the following:

- collection of a number of material forecast one-off receipts from customers in line with management's expected timing and quantum, in particular in the second half of 2025, including assessed variation orders and other settlements, certain of which are the subject of arbitration;
- access to Guarantees for E&C contracts from June 2025, on expected commercial terms consistent with those historically procured by the Group;
- successful legal and operational alignment of the Group's delivery units;
- delivery of the Group's E&C contracts in line with client agreed milestones and forecast margins, without liquidated damages arising on any contract and including the timely and full releases of applicable retentions;

- the Group's E&C and Asset Solutions operating segments being awarded future contracts, including renewals and new awards from existing clients, in line with its outlook and strategy, and the IES operating segment production and oil price assumptions;
- the ability of the Group to phase the unwind of the currently overdue creditor balances and other obligations over a number of months following the Balance Sheet Restructuring and to implement (if required in the future) further deferrals of creditor settlements including successful negotiation of amendments to applicable payment terms;
- there being no requirement for ringfenced payments for contracts other than those already committed at the date of this document;
- no significant settlements being required with respect to litigations, disputes and claims; and
- there being no significant unforeseen income taxes become payable under the new federal Corporate Income Tax Regime in the UAE (effective from 2024).

There are material risks and uncertainties associated with each of these assumptions. If the Group's operational and financial performance and operating environment differ materially from these assumptions, including in relation to the expected timing of material customer settlements, the Group may experience a liquidity shortfall that, if the Group is unable to take remedial steps or agree alternative arrangements with creditors, could result in default under one or more of the Group's borrowing arrangements, which if uncured could result in insolvency to one or more Group entities.

Timing and shortfall

The Group's Primary Bank Debt was due to be amortised (i.e. repaid) in full by 26 October 2024, and interest payments on the Notes of US$29.25 million were due on each of 15 May 2024 and 15 November 2024. These amounts have each been temporarily waived by the relevant lenders pursuant to the terms of the Lock-Up Agreement.

The Group is currently in default and does not have sufficient cash to repay in full the amounts due without an increase to its available cash upon receipt of the proceeds of the Equity Capital Raise and the Debt Raise and the release of cash retentions pursuant to the Key Client Arrangements entered into as part of the Balance Sheet Restructuring, along with the equitisation of certain debt balances pursuant to the Restructuring Plans. Accordingly, if the Balance Sheet Restructuring is not successfully completed, the Company forecasts that it would have a working capital shortfall upon any termination of the Lock-Up Agreement pursuant to the terms thereof by the creditors party thereto. It is not possible to predict the date that a termination right would arise under the Lock-Up Agreement. Following the General Meeting, at which the Resolutions were approved by the requisite Shareholder votes, the implementation of the Balance Sheet Restructuring is conditional upon sanctioning of the Restructuring Plans by the court, which is expected to take place at the sanction hearing that is expected to take place from 30 April to 2 May 2025. Furthermore, the Lock-Up Agreement provides for a long-stop date of 30 May 2025 (which can be extended to 30 June 2025 with the consent of the requisite creditors in accordance with the Lock-Up Agreement) or such later date as agreed by the parties thereto. The Group anticipates the balances due in respect of the Notes and the Primary Bank Facilities would be approximately US$924 million.

In such circumstances, an event of default would be triggered, which would permit the relevant creditor(s) to demand the accelerated payment in full of the relevant amounts (principal, accrued interest and other fees) outstanding at the time of such event of default.

In addition, if an event of default were to be triggered under:

(a) any Primary Bank Debt Facility Agreement and/or the Indenture, then a cross-default may occur under: (i) each other Primary Bank Debt Facility Agreements in accordance with their terms; and/or (ii) certain of the Group's Unfunded Guarantee Facilities and/or Existing Guarantees, which may result in the lenders under the Unfunded Guarantee Facilities and/or Existing Guarantees being entitled to cancel the available commitment, declare that all or part of the utilisations be payable on demand, declare that cash collateral in respect of each Guarantee is immediately due and payable and/or is payable on demand; and/or

(b) one or more Primary Bank Debt Facility Agreements and the relevant creditor(s) were to demand an accelerated payment of an amount equal to or in excess of US$50 million, then holders of 25 per cent. of the outstanding amount of the Notes may declare the entire principal amount of the Notes immediately due and payable, along with any accrued interest, premium or additional amounts owed under the Notes and the Indenture. In such circumstances, the lenders under certain of the Group's Unfunded Guarantee Facilities and/or Existing Guarantees may be entitled to cancel the available commitment, declare that all or part of the utilisations together with accrued interest and all other amounts outstanding be immediately due and payable, declare that cash collateral in respect of each Existing Guarantee is immediately due and payable and/or is payable on demand.

As at the Latest Practicable Date, the amount outstanding under the Group's Primary Bank Debt and the Notes that could be required to be repaid following such an event of default was approximately US$915 million.

If a counterparty were to declare an event of default under one or more of these instruments, it could also result in a potential cross-default or cross-acceleration of a further US$928million (as at the Latest Practicable Date) in respect of the Group's ordinary course surety bonds, letters of credit and guarantees, including the potential requirement to post cash collateral to banks where such requirement arises as a result of the on-demand nature of that facility.

Action plan and conditions

The Company has carried out a number of actions to rectify the shortfall identified above, including negotiating the Equity Capital Raise for which Shareholder approval has been received at the General Meeting and the other elements of the Balance Sheet Restructuring.

The Company has at the date of this document:

(a) negotiated the terms of the Lock-Up Agreement, the Backstop Agreement, the Commitment Letters, the Key Client Arrangements, the New Finance Documents and the documentation in connection with the CBG Notes;

(b) has convened the necessary creditor meetings for the purpose of the Restructuring Plans which took place on 23 April 2025, at which the Restructuring Plans were approved by nine out of the twelve classes of creditors (including all classes of Secured Creditors);

(c) issued this document in connection with the issuance and listing of the New Shares and, together with the circular published by the Company, dated 11 April 2025 in relation to the General Meeting, in order to inform its Shareholders about the Balance Sheet Restructuring; and

(d) received requisite shareholder approval for the Resolutions, at the General Meeting.

Each element of the Balance Sheet Restructuring is interconditional and implementation of the Balance Sheet Restructuring is subject to certain conditions that must be satisfied or waived, to the extent not already satisfied or waived, including:

(a) the resolutions proposed to shareholders at the General Meeting for the purposes of implementing the Balance Sheet Restructuring having been passed by the requisite majorities;

(b) the FCA and the London Stock Exchange each having approved the applications for Admission of the New Shares;

(c) the Restructuring Plans having been sanctioned by the court and the sanction order of the court is final and is not subject to or open to appeal;

(d) the Commitment Letters, the New Finance Documents, the documentation in connection with the Revised Guarantee Structure, the Key Client Arrangements and documentation in connection with the Historical and Contingent Liabilities having become unconditional in all respects (save for any condition relating to Admission) before Admission occurs;

(e) securing guarantee arrangements for a key EPC project or agreement to an alternative solution with the client, customer agreement not to terminate the contract, and certain contractual amendments;

(f) obtaining the consent of the Jersey Financial Services Commission to the issue of any securities by a Jersey company (other than new ordinary shares) as part of the Balance Sheet Restructuring; and

(g) Admission of the New Shares becoming effective by not later than 8:00 a.m. on 31 July 2025 or such later time and/or date as the Company and the relevant investors and creditors may agree.

The Company believes that, based on: (i) the level of support that the Restructuring Plans (including at the Plan Meetings) and Debt Raise have received to date; (ii) entry into the Lock-Up Agreement, (iii) the binding Commitment Letters having been received from the investors in the Equity Capital Raise; (iv) the level of support that the Group has received from major customers and Guarantee providers and (v) the Company having no reason to believe that the applications for Admission will not be approved by the FCA and the London Stock Exchange, it is likely that the Balance Sheet Restructuring will complete prior to the occurrence of the working capital shortfall identified above.

Implications of failure to implement the action plan

In circumstances where the Balance Sheet Restructuring does not complete, and absent the Group being able to raise a significant amount of additional cash (whether by debt or equity financing or otherwise), the ability of the Group to continue trading will depend upon its creditors agreeing to waive or amend the terms of the Group's financing arrangements in a manner that avoids an event of default being triggered under them until such time that the Group is able to remedy its underlying cash shortage.

If the Group is unable to obtain such waivers or amendments from the relevant creditors (or any of them) in sufficient time, and the Group fails to pay when due any amount of interest or principal due under the Primary Bank Debt or the Notes, an event of default would be triggered which would permit the relevant creditor(s) to demand the accelerated payment in full of the relevant amounts (principal, accrued interest and other fees) outstanding at the time of such event of default. In addition, such an event of default may enable the security agent under the Intercreditor Agreement to enforce its rights over the collateral securing the Notes and the Primary Bank Debt on behalf of the trustee, the holders of the Notes and the creditors under the Primary Bank Debt. The ability of the relevant creditor(s) and/or the security agent under the Intercreditor Agreement to take enforcement action in respect of any such demand is subject to the instructing group voting in favour of such action under the Intercreditor Agreement.

In addition, a cross-default or cross-acceleration in relation to the Group's other financing arrangements may occur as described above (see "*Timing and Shortfall*").

In such circumstances, the Board expects that the Company would enter into administration or liquidation proceedings on or around the time it received a demand for the accelerated payment in full of the amounts outstanding under its Primary Bank Debt and/or its Notes. Shareholders would be at risk of losing all or a substantial amount of their investment in such circumstances.

16 No Significant Change

There has been no significant change in the financial position or financial performance of the Group since 30 June 2024, the date to which the last published financial statements were published, other than as described below.

Financial performance for 2024 is expected to reflect the ramp up of the new E&C contract portfolio replacing legacy contracts and a steady business in Asset Solutions. E&C is expected to benefit from a reduced impact from legacy contracts, as they reach the latter stages of completion, and with the initial margin recognition on new contracts partially reducing the adverse operating leverage. ETP has contributed to an increasing proportion of E&C performance. In Asset Solutions, the Group expects to have achieved low-single digit margin improvement in the second half of 2024. In the second half of 2024 and into the current year, the Group has experienced slippage, and therefore increased costs, on ongoing EPC contracts due to the continuing liquidity challenges and the work in relation to the Balance Sheet Restructuring. Additionally, it has incurred some one-off write-downs in order to accelerate or protect cash flows.

Free cash inflow in the second half of the year was minimal with the Group carefully managing its payment obligations in line with its operational collections pending the Balance Sheet Restructuring. Readily available liquidity remains constrained, reflecting this minimal free cash inflow. The focussed working capital management has continued in 2025 to date.

The Group's backlog as at 31 December 2024 also decreased compared to the Group's half year position as the financial uncertainty resulted in delayed awards in E&C. Asset Solutions' backlog was in line with the prior year.

In addition, a performance bank guarantee provided by the joint venture partners of the Thai Oil Clean Fuels contract was partially called in January 2025, with the remaining balance called in April 2025 and, as a result, the Group recognised an exceptional loss of US$150 million for its share of the gross liability due to the banks and sureties who provided the guarantee. This event had already been factored into the Balance Sheet Restructuring.

In addition, the Group is taking a number of steps to implement the Balance Sheet Restructuring, including having received Shareholder approval at the General Meeting and seeking court sanctioning of the Restructuring Plans. As each component of the Balance Sheet Restructuring is interconditional with the other Balance Sheet Restructuring steps, if any component of the Balance Sheet Restructuring is not completed, the Balance Sheet Restructuring as a whole will not be implemented. The Group expects the Restructuring Effective Date will occur no earlier than early- to mid-June 2025.

17 Consents

17.1 J.P. Morgan has given and not withdrawn its consent to the inclusion in this document of its name in the form and in the context in which it appears.

17.2 PricewaterhouseCoopers LLP has given and not withdrawn its written consent to the inclusion of the Report on the Unaudited Pro Forma Financial Information in Section B of Part V (*Unaudited Pro Forma Financial Information*) of this document and has authorised the contents of the part of this document which comprise its report for the purposes of Rule 5.3.2R(2)(f) of the Prospectus Regulation Rules

18 Miscellaneous

18.1 The total fees, costs and expenses payable by the Company in connection with, or incidental to, the Balance Sheet Restructuring are estimated to amount to approximately US$163 million (including VAT, only where it is not recoverable).

18.2 Each New Equity Capital Raise Share will be issued at an issue price of approximately US$4.14 (approximately £3.09), being a discount of US$0.86 (approximately £0.69) to its nominal value of US$5.00, taking into account the Share Consolidation.

18.3 Where information included in this document has been sourced from a third party, Petrofac confirms that the information has been accurately reproduced and, as far as Petrofac is aware and able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. Where third party information has been used in this document, the source of such information has been identified wherever it appears.

19 Documents Available for Inspection

Copies of the following documents are available for inspection on the Company's website (https://www.petrofac.com) up to completion of the Equity Capital Raise:

(a) the up-to-date Articles;

(b) the consent letters referred to in paragraph 17 above;

(c) the unaudited pro forma financial information of the Group and the report from PricewaterhouseCoopers LLP thereon contained in Part V (*Unaudited Pro Forma Financial Information*) of this document;

(d) the information incorporated by reference into this document, as described in Part VIII of this document; and

(e) this document.

Dated: 29 April 2025

PART VIII – INFORMATION INCORPORATED BY REFERENCE

No part of the 2023 Annual Report and Accounts, the 2022 Annual Report or Accounts and the 2021 Annual Report and Accounts is incorporated herein except as expressly stated below. Where such documentation itself incorporates information by reference to another document, the further information is not intended to form part of this document for any purpose.

The table below sets out the various sections of the documents referred to above which are incorporated by reference into this document, so as to provide the information required pursuant to the Prospectus Regulation Rules and to ensure that Shareholders and others are aware of all information which, according to the particular nature of the Company and of the New Shares, the Tranche 1 Warrants and the Tranche 2 Warrants, is necessary to enable Shareholders and others to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Company and of the rights attaching to the New Shares, the Tranche 1 Warrants and the Tranche 2 Warrants.

As fully described in "*Important Information—Presentation of Financial Information—Audit opinion for the year ended 31 December 2023*", Ernst & Young LLP did not express an opinion on the Group's 2023 Consolidated Financial Statements as they were not able to obtain sufficient appropriate audit evidence, as at the date given, in relation to management's evaluation of the Group as a going concern. The independent auditor's report included in the Group's 2023 Annual Report and Accounts is incorporated by reference herein.

Reference document	**Information incorporated by reference**	**Page number(s) in reference document**
2024 Interim Statement	Interim condensed consolidated income statement..	14
	Interim condensed statement of comprehensive income	15
	Interim condensed consolidated balance sheet	16
	Interim condensed statement of cash flows	17
	Interim condensed consolidated statement of changes in equity	18
	Notes to the interim condensed consolidated financial statements	19-37
	Appendices	38-43
2023 Annual Report and Accounts	Independent auditors' report to the members of Petrofac Limited	143-145
	Consolidated income statement	146
	Consolidated statement of other comprehensive income	147
	Consolidated balance sheet.....................................	148
	Consolidated statement of cash flows.....................	149
	Consolidated statement of changes in equity...........	150
	Notes to the consolidated financial statements	151-208
	Appendix A to the financial statements	209-213

Reference document	Information incorporated by reference	Page number(s) in reference document
2022 Annual Report and Accounts	Independent auditors' report to the members of Petrofac Limited	154-165
	Consolidated income statement	166
	Consolidated statement of comprehensive income	167
	Consolidated balance sheet	168
	Consolidated cash flow statements	169
	Consolidated statement of changes in equity	170
	Notes to consolidated financial statements	171-234
	Appendix A to the financial statements	235-240
2021 Annual Report and Accounts	Independent auditors' report to the members of Petrofac Limited	130-140
	Consolidated income statement	141
	Consolidated statement of comprehensive income	142
	Consolidated balance sheet	143
	Consolidated cash flow statements	144
	Consolidated statement of changes in equity	145
	Notes to the consolidated financial statements	146-202
	Appendix A to the financial statements	203-208

Where this information makes reference to other documents, such other documents are not incorporated and do not form part of this document. Parts of the documents from which the information incorporated by reference have been incorporated are not set out above because they are either not relevant or are covered elsewhere in this document.

The 2023 Annual Report and Accounts, the 2022 Annual Report and Accounts and the 2021 Annual Report and Accounts are available for inspection in accordance with paragraph 19 of Part VII (*Additional Information*) of this document. These documents are also available online on Petrofac's website (https://www.petrofac.com).

PART IX – TERMS AND CONDITIONS OF THE TRANCHE 1 WARRANTS

The following, subject to completion and amendment, and save for the paragraphs in italics, is the text of the terms and conditions of the Warrants.

The issue of [●] Tranche 1 warrants (the "**Warrants**", which expression shall, unless otherwise indicated, include any Further Warrants (as defined below)) was (save in respect of any Further Warrants) authorised by a resolution of the board of directors of Petrofac Limited, a registered public company incorporated under Jersey law with registered number 81792 (the "**Issuer**") (whose registered office is located at 26 New Street, St. Helier, Jersey, JE2 3RA) passed on [●] 2025 (the ISIN for such Warrants being: JE00BTKW2T11). The Warrants have been constituted by, and the holders of the Warrants will have the benefit of, the deed poll dated [●] 2025 (the "**Deed Poll**"). The Issuer has entered into a Master Terms of Business and Fee Schedule dated 12 June 2020 (as amended and supplemented from time to time, the "**Agency Agreement**") relating to the Warrants with, *inter alios*, Equiniti Limited in its capacity as paying agent (the "**Warrant Agent**", which expression shall include any successor as Warrant Agent under the Agency Agreement) and Equiniti (Jersey) Limited in its capacity as warrant registrar (the "**Warrant Registrar**", which expression shall include any successor as warrant registrar under the Agency Agreement).

A copy of the Deed Poll is published on the Issuer's website at http://www.petrofac.com and a copy of the Deed Poll and the Agency Agreement is available for inspection at the specified offices of the Warrant Agent and the Warrant Registrar.

Capitalised terms used but not defined in these terms and conditions (the "**Conditions**") shall have the meanings attributed to them in the Deed Poll unless the context otherwise requires or unless otherwise stated.

1 Form, Title and Status

(a) *Form*

The Warrants are in registered form in both uncertificated form ("**Uncertificated Warrants**") comprising those Warrants which for the time being are uncertificated units of a security in accordance with The Uncertificated Securities Regulations 2001 (SI 2001 No 3755) as amended from time to time (the "**Regulations**"), and in certificated form ("**Certificated Warrants**") comprising those Warrants which are not Uncertificated Warrants. Each holder of a Warrant can elect to hold any Warrant either in uncertificated or in certificated form. Each Warrant will entitle the holder to acquire Ordinary Shares as described in, and subject to the provisions of, Condition 4.

(b) *Title*

Title to the Warrants will pass by transfer and registration as described in Condition 3. The holder (as defined below) of any Warrant will (except as otherwise required by law or as ordered by a court of competent jurisdiction) be treated as its absolute owner for all purposes (regardless of any notice of ownership, trust or any interest in it or its theft or loss (or that of the related certificate, as applicable) or anything written on it or the certificate representing it (other than a duly executed transfer thereof)) and no person will be liable for so treating the holder.

(c) *Status*

The Warrants constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer ranking *pari passu* and rateably, without any preference among themselves, and in relation to payment obligations, equally with all other existing and future unsecured and unsubordinated obligations of the Issuer (including the Tranche 2 Warrants) but, in the event of a winding up, save for such obligations that may be preferred by provisions of law that are mandatory and of general application.

2 Definitions

In these Conditions, unless otherwise provided:

"**Additional Cash Alternative Amount**" has the meaning provided in Condition 4*(m)*.

"**Additional Ordinary Shares**" has the meaning provided in Condition 4(*c*).

"**Applicable Date**" means (i) in the case of a Retroactive Adjustment pursuant to Conditions 4(*b*)(i), 4(*b*)(ii), 4(*b*)(iii), the relevant Ex-Date and (ii) in the case of any other Retroactive Adjustment, the RA Reference Date in respect of such Retroactive Adjustment.

"**business day**" means, in relation to any place, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for business in that place.

"**Cash Alternative Amount**" means, in respect of any exercise of Warrants in respect of which the Issuer shall have made a Cash Alternative Election, an amount in cash in sterling (rounded to the nearest whole multiple of £0.01, with £0.005 being rounded upwards) equal to the product of Relevant Number of Shares to be issued to the relevant holder of such Warrants with respect to such exercise and the Closing Price of the Ordinary Shares on the Exercise Date, all as calculated by or on behalf of the Issuer, acting in good faith.

"**Cash Alternative Election**" has the meaning provided in Condition 4(*m*).

"**Cash Alternative Election Date**" has the meaning provided in Condition 4(*m*).

"**Cash Alternative Election Notice**" has the meaning provided in Condition 4(*m*).

a "**Change of Control**" shall occur when a person or persons, acting together, acquire Control of the Issuer other than as a result of a Newco Scheme.

"**Closing Price**" means, in respect of an Ordinary Share or any Security, option, warrant or other rights or assets on any dealing day, the closing price on such dealing day on the Relevant Stock Exchange of an Ordinary Share or, as the case may be, such Security, option, warrant or other right or asset published by or derived from Bloomberg page HP (or any successor page) (setting Last Price, or any other successor setting and using values not adjusted for any event occurring after such dealing day; and for the avoidance of doubt, all values will be determined with all adjustment settings on the DPDF Page, or any successor or similar setting, switched off) in respect of the Relevant Stock Exchange in respect of such Ordinary Share, Security, option, warrant or other right or asset (all as determined by or on behalf of the Issuer) (and for the avoidance of doubt such Bloomberg page for the Ordinary Shares as at the Initial Issue Date is PFC:LN Equity HP), if any or, in any such case, such other source (if any) as shall be determined in good faith to be appropriate by an Independent Adviser on such dealing day, provided that if on any such dealing day (for the purpose of this definition, the "**Affected Day**") such price is not available or cannot otherwise be determined as provided above, the Closing Price of an Ordinary Share, Security, option, warrant, or other right or asset, as the case may be, in respect of such dealing day shall be the Closing Price, determined as provided above, on the immediately preceding dealing day on which the same can be so determined, and further provided that if such immediately preceding dealing day falls prior to the fifth day before the Affected Day, an Independent Adviser shall determine the Closing Price in good faith, all as determined by (where specifically provided above) an Independent Adviser or (in any other case) by the Issuer.

"**Control**" means (i) the acquisition, ownership or control of more than 50 per cent. of the voting rights of the Issuer or (ii) the right to appoint and/or remove all or at least the majority of the members of the Issuer's board of directors or other governing body, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession, ownership or control of voting rights, contract or otherwise.

"**Current Market Price**" means, in respect of an Ordinary Share at a particular date, the arithmetic average of the daily Volume Weighted Average Price of an Ordinary Share on each of the five consecutive dealing days ending on the dealing day immediately preceding such date, as determined in good faith, by or on behalf of the Issuer and provided that:

(i) for the purpose of determining the Current Market Price of any Ordinary Shares which may be comprised in a Scrip Dividend, if on any of the said five dealing days the Volume Weighted Average Price of the Ordinary Shares shall have been based on a price cum all or part of such Scrip Dividend, the Volume Weighted Average Price of an Ordinary Share on such dealing day or dealing days shall for the purposes of this definition be deemed to be the amount thereof reduced by an amount equal to the value (as determined in accordance with paragraph (a) of the definition of "**Dividend**") of such Scrip Dividend or part thereof; and

(ii) for any other purpose, if any day during the said five-dealing-day period was the Ex Date in relation to any Dividend (or any other entitlement) the Volume Weighted Average Prices that shall have been based on a price cum- such Dividend (or cum- such entitlement) shall for the purpose of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of any such Dividend or entitlement per Ordinary Share as at the Ex Date in respect of such Dividend or entitlement.

"**dealing day**" means a day on which the Relevant Stock Exchange is open for business and on which Ordinary Shares, Securities, Spin-Off Securities options, warrants or other rights or assets (as the case may be) may be dealt in (other than a day on which the Relevant Stock Exchange is scheduled to or does close prior to its regular closing time).

"**Delisting**" means the cancellation of trading of the Ordinary Shares on the Main Market of the London Stock Exchange.

"**Dividend**" means any dividend or distribution to Shareholders (including a Spin-Off other than a Relevant Spin-Off) whether of cash, assets or other property, and however described and whether payable out of share premium account, profits, retained earnings or any other capital or revenue reserve or account, and including a distribution or payment to Shareholders upon or in connection with a reduction of capital (and for these purposes a distribution of assets includes, without limitation, an issue of Ordinary Shares or other Securities credited as fully or partly paid up by way of capitalisation of profits or reserves), provided that:

(a) where a Scrip Dividend is announced, then the Scrip Dividend in question shall be treated as a cash Dividend of an amount equal to the sum of:

    (i) in respect of the portion (if any) of the Scrip Dividend (which may be the whole of the Scrip Dividend) for which a Shareholder or Shareholders may make an election, the value of the option with the highest value, with the value of each option being equal to the value of the relevant property comprising such option as at the Scrip Dividend Valuation Date provided that, in the case of an option comprising more than one type of property, the value of such option shall be equal to the sum of the values of each individual type of property comprising such option, determined as provided below; and

    (ii) in respect of the portion (if any) of the Scrip Dividend (which may be the whole of the Scrip Dividend) which is not subject to such election, the value of such portion as determined as provided below,

    and where the "**value**" of any property in or comprising of a Scrip Dividend shall be determined as follows:

(x) in the case of Ordinary Shares comprised in such Scrip Dividend, the Current Market Price of such Ordinary Shares as at the Scrip Dividend Valuation Date;

(y) in the case of cash comprising in such Scrip Dividend, the Fair Market Value of such cash as at the Scrip Dividend Valuation Date; and

(z) in the case of any other property or assets comprised in such Scrip Dividend, the Fair Market Value of such other property or assets as at the Scrip Dividend Valuation Date;

(b) for purposes of both Condition 4(*b*)(iii) and 4(*d*)(ii), any issue of Ordinary Shares falling within Condition 4*(b)*(i) or 4*(b)*(ii) shall be disregarded;

(c) any purchase or redemption or buy back of share capital of the Issuer by or on behalf of the Issuer or any of its Subsidiaries shall constitute a Dividend in the Relevant Currency unless such purchases, redemptions or buy backs were approved by a general meeting of Shareholders and were done in accordance with the price limits specified in Article 3 of Commission Delegated Regulation (EU) 2016/1052 (or any successor regulation providing a safe harbour for share buybacks by an issuer under applicable market abuse rules);

(d) if the Issuer or any of its Subsidiaries (or any person on its or their behalf) shall purchase, redeem or buy back any depositary or other receipts or certificates representing Ordinary Shares, the provisions of paragraph (c) above shall be applied in respect thereof in such manner and with such modifications (if any) as shall be determined in good faith by an Independent Adviser;

(e) where a Dividend in cash is declared which provides for payment by the Issuer in the Relevant Currency (or, in the case of a Scrip Dividend, an amount in cash is or may be paid in the Relevant Currency, whether at the option of Shareholders or otherwise), it shall be treated as a Dividend (or, in the case of a Scrip Dividend, an amount in cash) in such Relevant Currency, and in any other case it shall be treated as a Dividend (or, in the case of a Scrip Dividend an amount in cash) in the currency in which it is payable by the Issuer; and

(f) a dividend or distribution that is a Spin-Off other than a Relevant Spin-Off shall be deemed to be a Dividend paid or made by the Issuer,

and any such determination shall be made in good faith by or on behalf of the Issuer on a gross basis and disregarding any withholding or deduction required to be made for or on account of tax, and disregarding any associated tax credit.

"**EEA Regulated Market**" means a market as defined by Article 4.1(14) of Directive 2004/39/EC of the European Parliament and of the Council on markets in financial instruments.

"**equity share capital**" means, in relation to any entity, its issued share capital excluding any part of that capital which, neither as respects dividends nor as respects capital, carries any right to participate beyond a specific amount in a distribution.

"**Ex-Date**" means, in relation to any Dividend (including without limitation any Spin-Off), capitalisation, redesignation, reclassification, sub-division, consolidation, issue, grant, offer or other entitlement, unless otherwise defined herein, the first dealing day on which the Ordinary Shares are traded ex- the relevant Dividend, capitalisation, redesignation, reclassification, sub-division, consolidation, issue, grant, offer or other entitlement on the Relevant Stock Exchange (or, in the case of a Dividend which is a purchase, redemption or buy back of Ordinary Shares (or, as the case may be, any depositary or other receipts or certificates representing Ordinary Shares) pursuant to paragraph (c) (or, as the case may be, paragraph (d)) of the definition of "Dividend", the date on which such purchase, redemption or buy back is made), and provided that, for the avoidance of doubt, the Ex-Date in respect of a Scrip Dividend shall be deemed to be the Ex-Date in respect of the relevant Dividend or capitalisation as referred to in the definition of "Scrip Dividend"**.**

"**Exercise Date**" has the meaning provided in Condition 4*(i)*.

"**Exercise Notice**" has the meaning provided in Condition 4*(i)*.

"**Exercise Period**" has the meaning provided in Condition 4*(a)*.

"**Extraordinary Resolution**" has the meaning provided in the Deed Poll.

"**Fair Market Value**" means, on any date (the "**FMV Date**"):

(i) in the case of a cash Dividend, the amount of such cash Dividend;

(ii) in the case of any other cash amount, the amount of such cash;

(iii) in the case of Securities (including Ordinary Shares), Spin-Off Securities, options, warrants or other rights or assets that are publicly traded on a Relevant Stock Exchange of adequate liquidity (as determined in good faith by the Issuer or an Independent Adviser), the arithmetic mean of:

(a) in the case of Ordinary Shares or (to the extent constituting equity share capital) other Securities or Spin-Off Securities, the daily Volume Weighted Average Prices of the Ordinary Shares or such other Securities or Spin-Off Securities; and

(b) in the case of other Securities or Spin-Off Securities (to the extent not constituting equity share capital), options, warrants or other rights or assets, the Closing Prices of such Securities, Spin-Off Securities, options, warrants or other rights or assets,

in the case of both (a) and (b) during the period of five dealing days on the Relevant Stock Exchange for such Securities, Spin-Off Securities, options, warrants or other rights or assets commencing on such FMV Date (or, if later, the date (the "**Adjusted FMV Date**") which falls on the first such dealing day on which such Securities, Spin-Off Securities, options, warrants or other rights or assets are publicly traded, provided that where such Adjusted FMV Date falls after the fifth day following the FMV Date, the Fair Market Value of such Securities, Spin-Off Securities, options, warrants or other rights or assets shall instead be determined pursuant to paragraph (iv) below, and no such Adjusted FMV Date shall be deemed to apply) or such shorter period as such Securities, Spin-Off Securities, options, warrants or other rights or assets are publicly traded, all as determined in good faith by or on behalf of the Issuer;

(iv) in the case of Securities, Spin-Off Securities, options, warrants or other rights or assets that are not publicly traded on a Relevant Stock Exchange of adequate liquidity (as aforesaid), an amount equal to the fair market value of such Securities, Spin-Off Securities, options, warrants or other rights or assets as determined in good faith by an Independent Adviser, on the basis of a commonly accepted market valuation method and taking account of such factors as it (acting reasonably) considers appropriate, including the market price per Ordinary Share, the dividend yield of an Ordinary Share, the volatility of such market price, prevailing interest rates and the terms of such Securities, Spin-Off Securities, options, warrants or other rights or assets, and including as to the expiry date and exercise price (if any) thereof.

Such amounts shall (if not expressed in the Relevant Currency on the FMV Date (or, as the case may be, the Adjusted FMV Date)) be translated into the Relevant Currency at the Prevailing Rate on the FMV Date (or, as the case may be, the Adjusted FMV Date), all as determined by or on behalf of the Issuer.

In addition, in the case of (i), (ii), (iii) and (iv) above, the Fair Market Value shall be determined by the Issuer on a gross basis and disregarding any withholding or deduction required to be made for or on account of tax, and disregarding any associated tax credit.

"**Final Exercise Date**" means [●] 2030.

"**Further Warrants**" means any further Warrants issued pursuant to Condition 13 and consolidated and forming a single series with the then outstanding Warrants.

"**Independent Adviser**" means an independent adviser (being a *bona fide* third party) with appropriate expertise appointed on arm's length terms by the Issuer at its own expense.

"**Initial Issue Date**" means [●] 2025.

"**London Stock Exchange**" means the London Stock Exchange plc.

"**Newco Scheme**" means a Scheme of Arrangement which effects the interposition of a limited liability company ("**Newco**") between the Shareholders immediately prior to completion of the Scheme of Arrangement (the "**Existing Shareholders**") and the Issuer; provided that (i) only ordinary shares or units or equivalent of Newco or depositary or other receipts or certificates representing ordinary shares or units or equivalent of Newco ("**Newco Securities**") are issued to Existing Shareholders (except for a nominal holding by initial subscribers); (ii) immediately after completion of the Scheme of Arrangement, (A) the only holders of Newco Securities, are Existing Shareholders and (B) the Existing Shareholders hold such Newco Securities in substantially the same proportion as their shareholding in the Issuer immediately prior to completion of the Scheme of Arrangement; (iii) immediately after completion of the Scheme of Arrangement, Newco is (or one or more wholly-owned Subsidiaries of Newco are) the only shareholder (or shareholders) of the Issuer; (iv) all Subsidiaries of the Issuer immediately prior to the Scheme of Arrangement (other than Newco, if Newco is then a Subsidiary of the Issuer) are Subsidiaries of the Issuer (or of Newco) immediately after completion of the Scheme of Arrangement; (v) immediately after completion of the Scheme of Arrangement the Issuer (or Newco) holds, directly or indirectly, the same percentage of the ordinary share capital and equity share capital of those Subsidiaries as was held by the Issuer immediately prior to the Scheme of Arrangement; and (vi) immediately after completion of the Scheme of Arrangement Newco holds no other assets or liabilities other than the shares in the Issuer (or any direct or indirect holding company of the Issuer) or any assets or liabilities consolidated into the balance sheet of Newco by virtue of its shareholding in the Issuer (or any direct or indirect holding company of the Issuer).

"**Ordinary Shares**" means fully paid ordinary shares in the capital of the Issuer with, on the Initial Issue Date, a nominal value of US$5.00 each.

a "**person**" includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not being a separate legal entity).

"**Prevailing Rate**" means, in respect of any pair of currencies on any day, the spot mid-rate of exchange between the relevant currencies prevailing as at 12 noon (London time) on that day (for the purpose of this definition, the "**Affected Day**") as appearing on or derived from Bloomberg page BFIX (or any successor page) in respect of such pair of currencies, or, if such a rate cannot be so determined, the rate prevailing as at 12 noon (London time) on the immediately preceding day on which such rate can be so determined, provided that if such immediately preceding day falls earlier than the fifth day prior to the Affected Day or if such rate cannot be so determined (all as determined in good faith by or on behalf of the Issuer), the Prevailing Rate in respect of the Affected Day shall be the rate determined in such other manner as an Independent Adviser shall consider appropriate.

"**RA Reference Date**" has the meaning provided in the definition of "Retroactive Adjustment".

"**Reference Date**" means, in relation to a Retroactive Adjustment, the date as of which the relevant Retroactive Adjustment takes effect or, in any such case, if that is not a dealing day, the next following dealing day.

"**Register**" has the meaning provided in Condition 3(*a*).

"**Relevant Currency**" means, at any time, the currency in which the Ordinary Shares are quoted or dealt in at such time on the Relevant Stock Exchange.

"**Relevant Number of Shares**" has the meaning provided in Condition 4(*a*).

"**Relevant Page**" means the relevant page on Bloomberg or such other information service provider that displays the relevant information, as determined by the Issuer or an Independent Adviser (as the case may be).

"**Relevant Spin-Off**" means a Spin-Off of Spin-Off Securities issued by an entity which is at the relevant time the owner or holding company of certain parts of the Issuer's business at the Initial Issue Date, namely the following divisions: (i) Engineering & Construction, (ii) Energy Transition Projects or (iii) Asset Solutions.

"**Relevant Spin-Off Company**" means the issuer of any Spin-Off Securities comprising a Relevant Spin-Off.

"**Relevant Spin-Off Date**" has the meaning provided in Condition 4(*h*)(A).

"**Relevant Spin-Off Threshold Price**" has the meaning provided in Condition 4(*h*)(A).

"**Relevant Spin-Off Warrant**" has the meaning provided in Condition 4(*h*)(A).

"**Relevant Spin-Off Warrant Exercise Condition**" has the meaning provided in Condition 4(*h*)(A).

"**Relevant Stock Exchange**" means (i) in the case of Ordinary Shares, the London Stock Exchange or, if at the relevant time the Ordinary Shares are not at that time listed and admitted to trading on the London Stock Exchange, the principal stock exchange or securities market on which the Ordinary Shares are then listed, admitted to trading or quoted or dealt in and (ii) in the case of Securities (other than Ordinary Shares), Spin-Off Securities, options, warrants or other rights or assets, the principal stock exchange or securities market on which such Securities (other than Ordinary Shares), Spin-Off Securities, options, warrants or other rights or assets are then listed, admitted to trading or quoted or dealt in.

"**RemainCo Threshold Price**" has the meaning provided in Condition 4(*h*)(A).

"**RemainCo Warrant**" has the meaning provided in Condition 4(*h*)(A).

"**RemainCo Warrant Exercise Condition**" has the meaning provided in Condition 4(*h*)(A).

"**Retroactive Adjustment**" has the meaning provided in Condition 4*(c)*.

"**Scheme of Arrangement**" means a scheme of arrangement, share for share exchange or analogous procedure.

"**Scrip Dividend**" means:

(i) a Dividend in cash which is to be satisfied, or a Dividend in cash which may at the election of a Shareholder or Shareholders be satisfied, in whole or in part, by the issue or delivery of Ordinary Shares and/or other property or assets; or

(ii) an issue of Ordinary Shares or other property or assets by way of a capitalisation of profits or reserves (including any share premium account or capital redemption reserve, and whether described as a scrip or share dividend or distribution or otherwise) which is to be satisfied, or which may at the election of a Shareholder or Shareholders be satisfied, in whole or in part, by the payment of cash.

"**Scrip Dividend Valuation Date**" means:

(i) in respect of any portion of a Scrip Dividend for which a Shareholder or Shareholders may make an election, the later of (i) the Ex-Date in relation to the relevant dividend or capitalisation, (ii) the last day on which the relevant election can be made by such Shareholder or Shareholders, and (iii) the date on which the number of Ordinary Shares, amount of cash, or amount of other property or assets, as the case may be, which may be issued or delivered is publicly announced; or

(ii) in respect of any portion of a Scrip Dividend which is not subject to such election, the later of (i) the Ex-Date in relation to the relevant dividend or capitalisation and (ii) the date on which the number of Ordinary Shares, amount of cash or amount of such other property or assets, as the case may be, to be issued and delivered is publicly announced.

"**Securities**" means any securities including, without limitation, shares in the capital of the Issuer, or options, warrants or other rights to subscribe for or purchase or acquire shares in the capital of the Issuer.

"**Shareholders**" means the holders of Ordinary Shares.

"**Specified Date**" has the meaning provided in Condition 4(*b*)(vi).

"**Spin-Off**" means:

(a) a distribution of Spin-Off Securities by the Issuer to Shareholders as a class; or

(b) any issue, transfer or delivery of any property or assets (including cash or shares or other securities of or in or issued or allotted) by any entity (other than the Issuer) to Shareholders as a class or, in the case of or in connection with a Scheme of Arrangement, Existing Shareholders as a class (but excluding the issue and allotment of ordinary shares (or depositary or other receipts or certificates representing such ordinary shares) by Newco to Existing Shareholders as a class), pursuant in each case to any arrangements with the Issuer or any of its Subsidiaries.

"**Spin-Off Securities**" means equity share capital of an entity other than the Issuer or options, warrants or other rights to subscribe for or purchase equity share capital of an entity other than the Issuer.

"**Spin-Off Warrant Exercise Period**" has the meaning provided in Condition 4(*h*)(A).

"**Subsidiary**" has the meaning provided in the Companies (Jersey) Law 1991.

"**Threshold Price**" has the meaning provided in Condition 4(*a*).

"**UK Takeover Code**" means the UK City Code on Takeovers and Mergers.

"**US$**" means the lawful currency for the time being of the United States of America.

"**Volume Weighted Average Price**" means, in respect of an Ordinary Share, Security or, as the case may be, a Spin-Off Security on any dealing day, the order book volume weighted average price on such dealing day on the Relevant Stock Exchange of an Ordinary Share, Security or, as the case may be, a Spin-Off Security as published by or derived from Bloomberg page HP (or any successor page) (setting Weighted Average Line or any other successor setting and using values not adjusted for any event occurring after such dealing day; and for the avoidance of doubt, all values will be determined with all adjustment settings on the DPDF Page, or any successor or similar setting, switched off) in respect of the Relevant Stock Exchange in respect of such Ordinary Share, Security, or, as the case may be, Spin-Off Security (and for the avoidance of doubt such Bloomberg page for the Ordinary Shares as at the Initial Issue Date is PFC:LN Equity HP), if any or, in any such case, such other source (if any) as shall be determined in good faith to be appropriate by an Independent Adviser on such dealing day, provided that if on any such dealing day (for the purposes of this definition, the "**Affected Day**") such price is not available or cannot otherwise be determined as provided above, the Volume Weighted Average Price of an Ordinary Share, Security or, as the case may be, Spin-Off Security in respect of such dealing day shall be the Volume Weighted Average Price, determined as provided above, on the immediately preceding dealing day on which the same can be so determined and further provided that if such immediately preceding dealing day falls prior to the fifth day before the Affected Day or if the relevant security is not listed, an Independent Adviser shall (acting reasonably) determine the Volume Weighted Average Price in good faith, all as determined in good faith by or on behalf of the Issuer or, if provided above, an Independent Adviser.

"**Warrant Exercise Condition**" has the meaning provided in Condition 4(*a*).

"**Warrantholder**" and "**holder**" mean the person in whose name a Warrant is registered in the Register (as defined in Condition 3*(a)*).

"**£**" and "**sterling**" means the lawful currency for the time being of the United Kingdom.

References to any act or statute or any provision of any act or statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such modification or re-enactment.

References to any issue or offer or grant to Shareholders or Existing Shareholders "**as a class**" or "**by way of rights**" shall be taken to be references to an issue or offer or grant to all or substantially all Shareholders or Existing Shareholders, as the case may be, other than Shareholders or Existing Shareholders, as the case may be, to whom, by reason of the laws of any territory or requirements of any recognised regulatory body or any other stock exchange or securities market in any territory or in connection with fractional entitlements, it is determined not to make such issue or offer or grant.

In making any calculation or determination of Closing Price, Current Market Price or Volume Weighted Average Price, such adjustments (if any) shall be made as the Issuer or an Independent Adviser considers appropriate to reflect any consolidation or sub-division of the Ordinary Shares or any issue of Ordinary Shares by way of capitalisation of profits or reserves, or any like or similar event.

For the purposes of Conditions 4(*a*), (*b*), (*c*), (*h*) and (*i*), (a) references to the "**issue**" of Ordinary Shares or Ordinary Shares being "**issued**" shall include the transfer and/or delivery of Ordinary Shares, whether newly issued and allotted or previously existing or held by or on behalf of the Issuer or any of its Subsidiaries, and (b) Ordinary Shares held by or on behalf of the Issuer or any of its Subsidiaries shall not be considered as or treated as "**in issue**" or "**issued**", or entitled to receive the relevant Dividend, right or other entitlement.

3 Registration and Transfer of Warrants

(a) Registration

The Issuer will cause a register (the "**Register**") to be kept at the specified office of the Warrant Registrar outside the United Kingdom on which will be entered the names and addresses of the holders of the Warrants and the particulars of the Warrants held by them and of all transfers, redemptions and exercises of Warrants and exchanges of Warrants, distinguishing between Certificated Warrants and Uncertificated Warrants in accordance with the Regulations.

(b) Transfer

Warrants may, subject to the terms of the Deed Poll and to Conditions 3*(c)* and 3*(d)*, be transferred in whole or in part by (i) in the case of Certificated Warrants, lodging the relevant Warrant certificate (with the form of transfer in respect thereof duly executed and duly stamped where applicable) at the specified office of the Warrant Registrar or the Warrant Agent and (ii) in the case of Uncertificated Warrants, by means of a relevant system.

Exchange of Certificated Warrants for Uncertificated Warrants and *vice versa* shall be effected in accordance with the Regulations and the rules, practices and procedures of a relevant system. No transfer of a Warrant will be valid unless and until entered on the Register. A Warrant may be registered only in the name of, and transferred only to, a named person (or persons, not exceeding four in number).

In the case of Certificated Warrants, the Warrant Registrar will within seven business days, in the place of the specified office of the Warrant Registrar, of any duly made application for the transfer of a Warrant, register the relevant transfer and deliver a new Certificated Warrant to the transferee (and, in the case of a transfer of some only of the Warrants represented by a Certificated Warrant, deliver a Certificated Warrant for the untransferred balance to the transferor) at the specified office of the Warrant Registrar or (at the risk and, if mailed at the request of the transferee or, as the case may be, the transferor otherwise than by ordinary mail, at the expense of the transferee or, as the case may be, the transferor) mail the Certificated Warrant by uninsured mail to such address as the transferee or, as the case may be, the transferor may request. In the case of Uncertificated Warrants, the Warrant Register will register the transfer in accordance with the Regulations.

(c) *Formalities Free of Charge*

Any such transfer will be effected without charge subject to (i) the person making such application for transfer paying or procuring the payment of any taxes, duties and other governmental charges in connection therewith, (ii) the Warrant Registrar and/or the Warrant Agent (as applicable) being satisfied with the documents of title and/or identity of the person making the application and (iii) such reasonable regulations as the Issuer may from time to time agree with the Warrant Registrar (and as are initially set out in the Deed Poll).

(d) *Closed Periods*

None of the Issuer, the Warrant Registrar or any Warrant Agent (as applicable) will be required to register the transfer of any Warrant (i) during the period of 15 days ending on and including the day immediately prior to the Final Exercise Date; (ii) in respect of which an Exercise Notice has been delivered in accordance with Condition 4*(i)*; or (iii) if the Issuer has elected to replace the Warrants pursuant to Condition 4(*h*)(A), for the period (not to exceed five days) from (and including) the date the Issuer gives notice to the holder of its election to replace the Warrants to (but excluding) the date on which the RemainCo Warrants are issued and delivered to the persons entitled thereto.

(e) *CREST*

The Warrants may be issued in certificated and uncertificated form and may be held and transferred in certificated form or in uncertificated form in accordance with the Regulations.

(f) *Restriction on buy back of Warrants*

The Issuer shall not, prior to the first anniversary of the Initial Issue Date, effect or take any steps to purchase, redeem or buy back some or all of the Warrants then outstanding.

4 Exercise of Warrants

(a) *Exercise Period and Exercise Price*

Subject to satisfaction of the Warrant Exercise Condition and to the right of the Issuer to make a Cash Alternative Election pursuant to Condition 4(*m*) and otherwise as provided in these Conditions, each Warrant shall entitle the holder to exercise such Warrant for fully paid Ordinary Shares, which shall rank *pari passu* with all other issued Ordinary Shares. The exercise price for each Warrant is nil.

The number of Ordinary Shares to be issued or transferred and delivered on exercise of a Warrant shall be equal to the "**Relevant Number of Shares**" in respect of such exercise. The initial Relevant Number of Shares is 1 (one) Ordinary Share per Warrant. The Relevant Number of Shares is subject to adjustment in accordance with Condition 4(*b*).

The Warrants shall be exercisable only from and including the first dealing day in respect of which the arithmetic mean of the daily Volume Weighted Average Price of an Ordinary Share, calculated during the period of thirty dealing days on the Relevant Stock Exchange ending on the dealing day immediately preceding such date, converted into US$ at the closing mid-point spot rate of the exchange as published in the London edition of the Financial Times on such dealing day, first exceeds the prevailing Threshold Price (such condition, the "**Warrant Exercise Condition**").

The Issuer shall, promptly after it becomes aware that the Warrant Exercise Condition has been satisfied, notify the Warrant Agent and the Warrantholders in accordance with Condition 12.

The initial Threshold Price as at the Initial Issue Date is US$13.455 per Ordinary Share and shall be subject to adjustment in accordance with Condition 4(*d*) (the "**Threshold Price**").

Warrants may only be exercised when they are in certificated form. A holder of Uncertificated Warrants shall convert such Warrants into Certificated Warrants prior to exercising the Warrants.

A Warrantholder may exercise a Warrant by delivering such Warrant, together with a duly completed Exercise Notice, to the specified office of the Warrant Agent in accordance with Condition 4*(i)* whereupon the Issuer shall (subject to and as provided in these Conditions) procure the delivery, to or as directed by the relevant Warrantholder, of Ordinary Shares credited as paid up in full as provided in this Condition 4.

Subject to and as provided in these Conditions and subject to satisfaction of the Warrant Exercise Condition, the Warrants may be exercised through the delivery of an Exercise Notice as aforesaid and such Warrant, at the option of the holder thereof, at any time (subject to any applicable fiscal or other laws or regulations and as hereinafter provided) from the Initial Issue Date to 5:00 p.m. (London time) on the Final Exercise Date (both days inclusive); provided that if such final date for the exercise of Warrants is not a business day at the place aforesaid, then the period for exercise of Warrants by Warrantholders shall end on the immediately preceding business day at the place aforesaid.

The period during which Warrants may (subject as provided below) be exercised by a Warrantholder is referred to as the "**Exercise Period**".

Fractions of Ordinary Shares will not be issued or transferred and delivered on exercise of Warrants or pursuant to Condition 4*(c)* and no cash payment or other adjustment will be made in lieu thereof. However, if more than one Warrant is exercised at any one time such that Ordinary Shares to be issued or transferred and delivered on exercise or pursuant to Condition 4*(c)* are to be registered in the same name, the number of such Ordinary Shares to be issued or transferred and delivered in respect thereof shall be calculated by or on behalf of the Issuer, acting in good faith, on the basis of the aggregate number of such Warrants being so exercised and rounded down to the nearest whole number of Ordinary Shares.

The Issuer will procure that Ordinary Shares to be issued or transferred and delivered on exercise of Warrants pursuant to these Conditions will be issued or transferred and delivered to the holder of the Warrants completing the relevant Exercise Notice or their nominee. Such Ordinary Shares will be deemed to be issued or transferred and delivered as of the relevant Exercise Date. Any Additional Ordinary Shares to be issued or transferred and delivered pursuant to Condition 4(*c*) will be deemed to be issued or transferred and delivered as of the relevant Reference Date.

(b) *Adjustment Events to the Relevant Number of Shares*

Upon the happening of any of the events described below, the Relevant Number of Shares shall be adjusted by or on behalf of the Issuer, acting in good faith, as follows:

(i) If and whenever there shall be a consolidation, reclassification, redesignation, split, subdivision or cancellation in relation to the Ordinary Shares which alters the number of Ordinary Shares in issue, the Relevant Number of Shares shall be adjusted by multiplying the Relevant Number of Shares applicable immediately prior to such consolidation, reclassification, redesignation, split, subdivision or cancellation by the following fraction:

$$\frac{A}{B}$$

where:

A is the aggregate number of Ordinary Shares in issue immediately after, and as a result of, such consolidation, reclassification, redesignation, split, subdivision or cancellation as the case may be; and

B is the aggregate number of Ordinary Shares in issue immediately before such consolidation, reclassification, redesignation, split, subdivision or cancellation, as the case may be.

Such adjustment shall become effective on the Effective Date.

"**Effective Date**" means, in respect of this paragraph (b)(i), the date the consolidation, reclassification, redesignation, split or subdivision, as the case may be, takes effect.

(ii) If and whenever the Issuer shall issue any Ordinary Shares to Shareholders credited as fully paid by way of capitalisation of profits or reserves, including any amount of any share premium account or capital redemption reserve, (other than an issue of Ordinary Shares constituting a Scrip Dividend), the Relevant Number of Shares shall be adjusted by multiplying the Relevant Number of Shares applicable immediately prior to the Effective Date by the following fraction:

$$\frac{A}{B}$$

where:

A is the aggregate number of Ordinary Shares in issue immediately after such issue; and

B is the aggregate number of Ordinary Shares in issue immediately before such issue.

Such adjustment shall become effective on the Effective Date.

"**Effective Date**" means, in respect of this paragraph (b)(ii), the date of issue of such Ordinary Shares.

(iii)

(A) If and whenever the Issuer shall (X) declare, announce, make or pay any Scrip Dividend to Shareholders or (Y) purchase, redeem or buy back Ordinary Shares or any depositary or other receipts or certificates representing Ordinary Shares where such purchase, redemption or buy back constitutes a Dividend pursuant to paragraphs (c) or (d) of the definition of Dividend above or (Z) declare, announce, make or pay any distribution or payment to Shareholders upon or in connection with a reduction of capital other than as referred to in paragraph (b)(ii) above, the Relevant Number of Shares shall be adjusted by multiplying the Relevant Number of Shares applicable immediately prior to the Effective Date by the following fraction:

$$\frac{A}{A - B}$$

where:

A is the Current Market Price of one Ordinary Share on the Ex-Date in respect of such Dividend; and

B is the portion of the Fair Market Value of the aggregate Dividend (as applicable) attributable to one Ordinary Share, with such portion being determined by dividing the Fair Market Value of the aggregate Dividend by the number of Ordinary Shares entitled to receive the relevant Dividend (or, in the case of a purchase, redemption or buy back of Ordinary Shares or any depositary or other receipts or certificates representing Ordinary Shares by or on behalf of the Issuer or any Subsidiary of the Issuer, by the number of Ordinary Shares in issue immediately following such purchase, redemption or buy back, and treating as not being in issue any Ordinary Shares, or any Ordinary Shares represented by depositary or other receipts or certificates, purchased, redeemed or bought back).

Such adjustment shall become effective on the Effective Date.

"**Effective Date**" means, in respect of this paragraph (b)(iii)(A), the later of (i) the Ex-Date in respect of such Dividend and (ii) the first date upon which the Fair Market Value of the relevant Dividend is capable of being determined as provided herein.

(B) For the purposes of the above, Fair Market Value shall (subject as provided in paragraph (a) of the definition of "Dividend" and in the definition of "Fair Market Value") be determined as at the Ex-Date relating in respect of relevant Dividend.

(iv) Notwithstanding the foregoing provisions:

(a) where the events or circumstances giving rise to any adjustment pursuant to this Condition 4*(b)* have already resulted or will result in an adjustment to the Relevant Number of Shares or where the events or circumstances giving rise to any adjustment arise by virtue of any other events or circumstances which have already given or will give rise to an adjustment to the Relevant Number of Shares or where more than one event which gives rise to an adjustment to the Relevant Number of Shares occurs within such a short period of time that in the opinion of the Issuer (acting in good faith), a modification to the operation of the adjustment provisions is required to give the intended result, such modification shall be made to the operation of the adjustment provisions as may be advised by an Independent Adviser to be in its opinion appropriate to give the intended result;

(b) such modification shall be made to the operation of these Conditions as may be advised by an Independent Adviser to be in its opinion appropriate (i) to ensure that an adjustment to the Relevant Number of Shares or the economic effect thereof shall not be taken into account more than once and (ii) to ensure that the economic effect of a Scrip Dividend is not taken into account more than once;

(c) other than pursuant to Condition 4*(b)*(i), no adjustment shall be made that would result in a decrease to the Relevant Number of Shares; and

(d) if the relevant Exercise Date falls on or after the date an adjustment to the Relevant Number of Shares takes effect pursuant to Condition 4(*b*)(i), 4(*b*)(ii) or 4(*b*)(iii), but on or prior to the record date or other due date for establishment of entitlement in respect of the relevant event giving rise to such adjustment, then the Relevant Number of Shares to be issued or transferred and delivered pursuant to such exercise shall be such number of Ordinary Shares as would have been required to be issued or transferred and delivered pursuant to such exercise had no such adjustment been made.

(c) Retroactive Adjustments

If any adjustment to the Relevant Number of Shares in relation to the exercise of any Warrant is required to be made pursuant to Condition 4(*b*) and the Exercise Date in relation to such exercise shall be (i) after the record date (the "**RA Reference Date**") in respect of any consolidation, reclassification, redesignation, split or sub-division as is mentioned in paragraph (b)(i), or after the record date or other due date for the establishment of entitlement for any such issue, distribution, grant or offer (as the case may be) as is mentioned in paragraph (b)(ii) or (b)(iii)(A); and (ii) before the relevant adjustment to the Relevant Number of Shares becomes effective under Condition 4(*b*) (such adjustment, a "**Retroactive Adjustment**"), then the Issuer shall (conditional upon the relevant adjustment becoming effective and subject to no Cash Alternative Election having been made by the Issuer) procure that there shall be issued or transferred and delivered to the exercising Warrantholder, in accordance with the instructions contained in the Exercise Notice, such additional number of Ordinary Shares (if any) as determined by or on behalf of the Issuer (the "**Additional Ordinary Shares**") as, together with the Ordinary Shares to be issued or transferred and delivered on exercise of the relevant Warrant (together with any fraction of an Ordinary Share not so issued or transferred and delivered), is equal to the number of Ordinary Shares which would have been required to be issued or transferred and delivered on exercise of such Warrant as if the relevant adjustment to the Relevant Number of Shares had been made and become effective immediately prior to the relevant Exercise Date, all as determined by the Issuer or an Independent Adviser, provided that if in the case of paragraph (b)(ii) or (b)(iii) the relevant Warrantholder shall be entitled to receive the relevant Ordinary Shares, Dividends or Securities in respect of the Ordinary Shares to be issued or delivered to it, then no such Retroactive Adjustment shall be made in relation to the relevant event and the relevant Warrantholder shall not be entitled to receive Additional Ordinary Shares in relation thereto.

(d) Adjustment Events to the Threshold Price

Upon the happening of any of the events described below, the Threshold Price shall be adjusted by or on behalf of the Issuer, acting in good faith, as follows:

(i) *Consolidation, reclassification, redesignation or subdivision*

If and whenever there shall be a consolidation, reclassification, redesignation, split or subdivision affecting the number of Ordinary Shares in issue, the Threshold Price shall be adjusted by multiplying the Threshold Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A}{B}$$

where:

A is the aggregate number of Ordinary Shares in issue immediately before such consolidation, reclassification, redesignation, split or subdivision, as the case may be; and

B is the aggregate number of Ordinary Shares in issue immediately after, and as a result of, such consolidation, reclassification, redesignation, split or subdivision, as the case may be.

Such adjustment shall become effective on the Effective Date.

"**Effective Date**" means, in respect of this paragraph (*d*)(i), the date on which the consolidation, reclassification, redesignation, split or subdivision, as the case may be, takes effect.

(ii)

(A) If and whenever the Issuer shall (X) declare, announce, make or pay any Dividend to Shareholders or (Y) purchase, redeem or buy back Ordinary Shares or any depositary or other receipts or certificates representing Ordinary Shares where such purchase, redemption or buy back constitutes a Dividend pursuant to paragraphs (c) or (d) of the definition of Dividend above, the Threshold Price shall be adjusted by multiplying the Threshold Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A-B}{A}$$

where:

A is the Current Market Price of one Ordinary Share on the Ex-Date in respect of such Dividend; and

B is the portion of the Fair Market Value of the aggregate Dividend attributable to one Ordinary Share, with such portion being determined by dividing the Fair Market Value of the aggregate Dividend by the number of Ordinary Shares entitled to receive the relevant Dividend (or, in the case of a purchase, redemption or buy back of Ordinary Shares or any depositary or other receipts or certificates representing Ordinary Shares by or on behalf of the Issuer or any Subsidiary of the Issuer, by the number of Ordinary Shares in issue immediately following such purchase, redemption or buy back, and treating as not being in issue any Ordinary Shares, or any Ordinary Shares represented by depositary or other receipts or certificates, purchased, redeemed or bought back).

Such adjustment shall become effective on the Effective Date.

"**Effective Date**" means, in respect of this paragraph (*d*)(ii)(A), the later of (i) the Ex-Date in respect of such Dividend and (ii) the first date upon which the Fair Market Value of the relevant Dividend is capable of being determined as provided herein.

(B) For the purposes of the above, Fair Market Value shall (subject as provided in paragraph (a) of the definition of "Dividend" and in the definition of "Fair Market Value") be determined as at the Ex-Date relating in respect of the relevant Dividend.

(iii) Notwithstanding the foregoing provisions:

(a) where the events or circumstances giving rise to any adjustment pursuant to this Condition 4*(d)* have already resulted or will result in an adjustment to the Threshold Price or where the events or circumstances giving rise to any adjustment arise by virtue of any other events or circumstances which have already given or will give rise to an adjustment to the Threshold Price or where more than one event which gives rise to an adjustment to the Threshold Price occurs within such a short period of time that in the opinion of the Issuer (acting in good faith), a modification to the operation of the adjustment provisions is required to give the intended result, such modification shall be made to the operation of the adjustment provisions as may be advised by an Independent Adviser to be in its opinion appropriate to give the intended result;

(b) such modification shall be made to the operation of these Conditions as may be advised by an Independent Adviser to be in its opinion appropriate (i) to ensure that an adjustment to the Threshold Price or the economic effect thereof shall not be taken into account more than once and (ii) to ensure that the economic effect of a Dividend is not taken into account more than once; and

(c) other than pursuant to Condition 4*(d)*(i), no adjustment shall be made that would result in an increase to the Threshold Price.

(e) Decision and Determination of an Independent Adviser

Adjustments to the Relevant Number of Shares and the Threshold Price shall be determined and calculated in good faith by the Issuer, and/or, to the extent so specified in the Conditions, in good faith by an Independent Adviser. Any adjustment to the Relevant Number of Shares or the Threshold Price calculated by the Issuer pursuant to these Conditions shall be verified by an Independent Adviser. Adjustments to the Relevant Number of Shares and the Threshold Price calculated by the Issuer (which have been verified by an Independent Adviser) or, where applicable, by an Independent Adviser and any other determinations made by the Issuer or, where applicable, an Independent Adviser, or an opinion of an Independent Adviser, pursuant to these Conditions shall in each case be made in good faith and shall be final and binding (in the absence of manifest error) on the Issuer, the Warrant Agent and the Warrantholders. Any Independent Adviser appointed in connection with the Warrants (acting in such capacity) will not thereby assume any obligations towards or relationship of agency or trust and shall not be liable and shall incur no liability in respect of anything done, or omitted to be done in good faith, in accordance with the Conditions as against the Warrant Agent or the Warrantholders.

If any doubt shall arise as to whether an adjustment falls to be made to the Relevant Number of Shares or the Threshold Price (as the case may be) or as to the appropriate adjustment to the Relevant Number of Shares or the Threshold Price (as the case may be), and following consultation between the Issuer and an Independent Adviser, a written opinion of such Independent Adviser in respect thereof shall be conclusive and binding on the Issuer, the Warrantholders and the Warrant Agent, save in the case of manifest error.

(f) Share or Option Schemes

Notwithstanding any other provisions of these Conditions, no adjustment will be made to the Relevant Number of Shares where Ordinary Shares or other Securities (including rights, warrants and options) are issued, offered, exercised, allotted, purchased, appropriated, modified or granted (i) to, or for the benefit of, employees or former employees (including directors holding or formerly holding executive office or the personal service company of any such person) or their spouses or relatives, in each case, of the Issuer or any of its Subsidiaries or any associated company or to a trustee or trustees to be held for the benefit of any such person, in any such case pursuant to any share or option scheme or (ii) pursuant to any management incentive plan of the Issuer.

(g) Notice of Adjustment to the Relevant Number of Shares or the Threshold Price and Tranche 2 Warrants

Notice of any adjustments to the Relevant Number of Shares or the Threshold Price shall be given by the Issuer to Warrantholders in accordance with Condition 12 and to the Warrant Agent promptly after the determination thereof.

For the avoidance of doubt, nothing in these Conditions shall require an adjustment to be made to the Relevant Number of Shares or to the Threshold Price as a result of issuance of up to 6,792,713 Tranche 2 warrants (the "**Tranche 2 Warrants**") with a threshold price of US$18.7875 per Ordinary Share (or as may be adjusted pursuant to the terms of the Tranche 2 Warrants) or any issuance of Ordinary Shares pursuant to exercise of such Tranche 2 Warrants in accordance with their terms.

(h) Relevant Spin-Off

If a Relevant Spin-Off occurs during the Exercise Period, the Issuer may elect to either:

(A) Replacement of the Warrants:

procure that each outstanding Warrant will be replaced by (i) one new warrant of the Issuer (the "**RemainCo Warrant**"); and (ii) one new warrant of the Relevant Spin-Off Company (the "**Relevant Spin-Off Warrant**"). Upon issuance of the RemainCo Warrants and the Relevant Spin-Off Warrants, all outstanding Warrants shall expire.

Subject, to satisfaction of the RemainCo Warrant Exercise Condition (if applicable) and to the right of the Issuer to make a cash alternative election and otherwise as provided in the terms and conditions of the RemainCo Warrant, each RemainCo Warrant shall entitle the holder to exercise such RemainCo Warrant during the remainder of the Exercise Period for the Relevant Number of Shares (such that the Relevant Number of Shares in relation to the RemainCo Warrants on their date of issue shall equal the Relevant Number of Shares in relation to the Warrants immediately prior to the date of issue of the RemainCo Warrants), subject to adjustment as provided in the terms and conditions of the RemainCo Warrants.

Unless the Warrant Exercise Condition has already been satisfied prior to the date of first public announcement of the Relevant Spin-Off (the "**Relevant Spin-Off Date**"), the RemainCo Warrants shall be exercisable only from and including the first dealing day after the date on which the arithmetic mean of the aggregate daily Volume Weighted Average Price of an Ordinary Share calculated during the period of thirty dealing days on the Relevant Stock Exchange ending on the dealing day immediately preceding such date, converted into US$ at the closing mid-point spot rate of the exchange as published in the London edition of the Financial Times on each such dealing day, first exceeds the prevailing RemainCo Threshold Price (such condition, the "**RemainCo Warrant Exercise Condition**"). If the Warrant Exercise Condition has already been satisfied prior to the Relevant Spin-Off Date then the RemainCo Warrant Exercise Condition shall not apply.

The initial RemainCo Threshold Price on the Relevant Spin-Off Date shall be equal to the prevailing Threshold Price as at the dealing day immediately preceding the Relevant Spin-Off Date multiplied by:

$$\frac{A}{A + B}$$

where:

A is the arithmetic mean of the daily Volume Weighted Average Price of an Ordinary Share of the Issuer on each dealing day during the Spin-Off Warrant Exercise Period; and

B is the arithmetic mean of the daily volume weighted average price of an ordinary share of the Relevant Spin-Off Company (determined in good faith on a basis *mutatis mutandis* as that set out in the definition of the Volume Weighted Average Price) on each dealing day during the Spin-Off Warrant Exercise Period.

and

the "**Spin-Off Warrant Exercise Period**" means the period of 30 consecutive dealing days commencing on the relevant Spin-Off Date (or the next dealing day if such date is not a dealing day).

The initial RemainCo Threshold Price shall be adjusted (i) downwards for all dividends, distributions and repayments of capital by the Issuer; and (ii) as appropriate for any consolidation, reclassification, redesignation, split or subdivision affecting the number of Ordinary Shares of the Issuer in issue on a basis *mutatis mutandis* to the basis provided in Condition 4(*d*), in accordance with the terms and conditions of the RemainCo Warrants (the "**RemainCo Threshold Price**").

Notice of the initial RemainCo Threshold Price and any subsequent adjustments to the RemainCo Threshold Price shall be given by the Issuer to holders in accordance with Condition 12 promptly after the determination thereof.

Other than in relation to the Exercise Period and the Warrant Exercise Condition which shall be amended as described above, all the other terms of these Conditions shall apply to such RemainCo Warrants *mutatis mutandis*.

Subject to satisfaction of the Relevant Spin-Off Warrant Exercise Condition (if applicable) and to the right of the Issuer to make a cash alternative election and otherwise as provided in the terms and conditions of the Relevant Spin-Off Warrants, each Relevant Spin-Off Warrant shall entitle the holder to exercise such Relevant Spin-Off Warrant during the remainder of the Exercise Period for a number of ordinary shares in the Relevant Spin-Off Company equal to the Relevant Number of Shares in relation to the Warrants immediately prior to the date of issue of the Relevant Spin-Off Warrants, subject to adjustment as provided in the terms and conditions of the Relevant Spin-Off Warrants.

Unless the Warrant Exercise Condition has already been satisfied prior to the Relevant Spin-Off Date, the Relevant Spin-Off Warrants shall be exercisable only from and including the first dealing day after the date on which the arithmetic mean of the volume weighted average price of an ordinary share of the Relevant Spin-Off Company (determined on a basis *mutatis mutandis* as that set out in the definition of the Volume Weighted Average Price) calculated during the period of thirty dealing days on the Relevant Stock Exchange ending on the dealing day immediately preceding such date, converted into US$ at the closing mid-point spot rate of the exchange as published in the London edition of the Financial Times on each such dealing day, exceeds the prevailing Relevant Spin-Off Threshold Price (as defined below) (such condition, the "**Relevant Spin-Off Warrant Exercise Condition**"). If the Warrant Exercise Condition has already been satisfied prior to the Relevant Spin-Off Date then the Relevant Spin-Off Warrant Exercise Condition shall not apply.

The initial Relevant Spin-Off Threshold Price on the Relevant Spin-Off Date shall be equal to the prevailing Threshold Price as at the dealing day immediately preceding the Relevant Spin-Off Date multiplied by:

$$\frac{A}{A + B}$$

where:

A is the arithmetic mean of the daily volume weighted average price of an ordinary share of the Relevant Spin-Off Company (determined in good faith on a basis *mutatis mutandis* as that set out in the definition of the Volume Weighted Average Price) on each dealing day during the Spin-Off Warrant Exercise Period; and

B is the arithmetic mean of the daily Volume Weighted Average Price of an Ordinary Share of the Issuer on each dealing day during the Spin-Off Warrant Exercise Period.

The initial Relevant Spin-Off Threshold Price shall be adjusted (i) downwards for all dividends, distributions and repayments of capital by the Relevant Spin-Off Company; and (ii) as appropriate for any consolidation, reclassification, redesignation, split or subdivision affecting the number of ordinary shares of the Relevant Spin-Off Company in issue on a basis *mutatis mutandis* to the basis provided in Condition 4(*d*), in accordance with the terms and conditions of the Relevant Spin-Off Warrants (the "**Relevant Spin-Off Threshold Price**"). Notice of the initial Relevant Spin-Off Threshold Price and any subsequent adjustments to the Relevant Spin-Off Threshold Price shall be given by the Issuer to the Warrantholders in accordance with the terms and conditions of the Relevant Spin-Off Warrants; or

(B) Amendment of the terms and conditions of the Warrants

amend the terms and conditions of the Warrants as follows:

(i) the number of Ordinary Shares to be issued upon an exercise of the Warrants will be altered, such that each Warrant upon exercise will entitle the holder to receive such number of Ordinary Shares equal to the Relevant Number of Shares prevailing immediately prior to the Relevant Spin-Off Date multiplied by (X) arithmetic mean of the daily Volume Weighted Average Price of the Ordinary Shares during the period of 30 dealing days immediately prior to the Relevant Spin-Off Date divided by (Y) the arithmetic mean of the daily Volume Weighted Average Price of Ordinary Shares during the period of 30 dealing days immediately after the Relevant Spin-Off Date; and

(ii) unless the Warrant Exercise Condition has already been satisfied prior to the Relevant Spin-Off Date, the Warrant Exercise Condition will be amended such that the Warrants will be exercisable from and including the first dealing day after the date on which the arithmetic mean of the aggregate daily Volume Weighted Average Price of an Ordinary Share calculated during the period of thirty dealing days on the Relevant Stock Exchange ending on the dealing day immediately preceding such date, converted into US$ at the closing mid-point spot rate of the exchange as published in the London edition of the Financial Times on each such dealing day, first exceeds the prevailing RemainCo Threshold Price (calculated as set out in Condition 4(*h*)(A) above.

The Issuer shall, by no later than 21 days after the occurrence of any Relevant Spin-Off, notify in accordance with Condition 12 all holders and the Warrant Agent in writing of the occurrence of such Relevant Spin-Off and the mechanism it elects to adopt to compensate the Warrantholders pursuant to this Condition 4(*h*).

The Issuer shall procure that either the replacement of the Warrants or the adjustment of terms and conditions of the Warrants (as the case may be) is completed by no later than 42 days after the occurrence of the Relevant Spin-Off.

(i) Procedure for exercise of Warrants

Warrants may only be exercised when they are in certificated form. A holder of Uncertificated Warrants shall convert such Warrants into Certificated Warrants prior to exercising the Warrants.

Warrants may be exercised by a Warrantholder during the Exercise Period (subject to the satisfaction of the relevant Warrant Exercise Condition, if applicable) by delivering the relevant Certificated Warrant to the specified office of the Warrant Agent, during its usual business hours, accompanied by a duly completed and signed notice of exercise (an "**Exercise Notice**") in the form (for the time being current) obtainable from the Warrant Agent.

Each Warrantholder shall be responsible for making such arrangements as may be necessary with their broker and/or intermediary, not later than the sixth London business day following delivery of the relevant Exercise Notice, in order to allow for receipt by such Warrantholder of Ordinary Shares to be issued and/or delivered by the Issuer in accordance with these Conditions. The Issuer shall not be responsible or liable for any delay in the delivery of Ordinary Shares to a Warrantholder or its broker or intermediary as a result of the relevant holder (or such broker or intermediary) having failed to make the necessary arrangements in sufficient time to accept receipt of such Ordinary Shares on the due date for delivery, and any such delay shall not constitute a default under these Conditions.

Warrants shall be exercised subject in each case to any applicable fiscal or other laws or regulations applicable in the jurisdiction in which the specified office of the Warrant Agent to whom the relevant Exercise Notice is delivered is located.

If such delivery is made after the end of normal business hours or on a day which is not a business day in the place of the specified office of the Warrant Agent, such delivery shall be deemed for all purposes of these Conditions to have been made on the next following such business day.

Any determination as to whether any Exercise Notice has been duly completed and properly delivered shall be made by the Warrant Agent and shall, save in the case of manifest error, be conclusive and binding on the Issuer, the Warrant Agent and the relevant Warrantholder.

Warrants may not be exercised in respect of a fraction of a Warrant. Where less than all the Warrants represented by a Certificated Warrant are exercised at any time, the old Certificated Warrant shall be cancelled and a new Certificated Warrant for the balance thereof shall be issued in lieu thereof without charge but upon payment by the Warrantholder of any taxes, duties and other governmental charges payable in connection therewith and the Warrant Registrar will within seven business days, in the place of the specified office of the Warrant Registrar, following the relevant Exercise Date deliver such new Certificated Warrant to the Warrantholder at the specified office of the Warrant Registrar or (at the risk and, if mailed at the request of the Warrantholder otherwise than by ordinary mail, at the expense of the Warrantholder) mail the new Certificated Warrant by uninsured mail to such address as the Warrantholder may request.

An Exercise Notice, once delivered, shall be irrevocable.

The exercise date in respect of a Warrant (the "**Exercise Date**") shall be the business day in London immediately following the date of the delivery of the relevant Warrant and the Exercise Notice as provided in this Condition 4(*i*).

Without prejudice to Condition 7, a Warrantholder exercising Warrants must pay directly to the relevant authorities any capital, stamp, issue, registration and transfer taxes and duties arising on such exercise (other than any capital, stamp, issue and registration and transfer taxes and duties payable in Luxembourg, Belgium, Jersey or the United Kingdom, or in any other jurisdiction in which the Issuer may be domiciled or resident or to whose taxing jurisdiction it may be generally subject, in respect of the issue or transfer and delivery of any Ordinary Shares in respect of such exercise (including any Additional Ordinary Shares), which shall be paid by the Issuer). If the Issuer shall fail to pay any taxes and capital, stamp, issue and registration and transfer taxes and duties payable for which it is responsible as provided above, the relevant holder shall be entitled to tender and pay the same and the Issuer as a separate and independent stipulation, covenants to reimburse and indemnify each Warrantholder in respect of any payment thereof and any penalties payable in respect thereof.

Such Warrantholder must also pay all, if any, taxes imposed on it and arising by reference to any disposal or deemed disposal of a Warrant or interest therein.

(j) *Ordinary Shares*

The Ordinary Shares to be issued, transferred and/or delivered on exercise of Warrants (including any Additional Ordinary Shares) will be issued or delivered in uncertificated form through the dematerialised securities trading system operated by Euroclear UK and Ireland Limited, known as CREST, unless at the relevant time the Ordinary Shares are not a participating security in CREST (without any further action being required to be taken by, and without any cost or expense to, the relevant holder or any Warrant Agent). Where Ordinary Shares are to be issued or delivered through CREST, they will be delivered to the account specified by the relevant holder in the relevant Exercise Notice by not later than 10 London business days following the relevant Exercise Date (or, in the case of any Additional Ordinary Shares, not later than 10 London business days following the Reference Date). Where Ordinary Shares are to be issued or delivered in certificated form, a certificate in respect thereof will be dispatched by mail free of charge (but uninsured and at the risk of the recipient) to the relevant holder or as it may direct in the relevant Exercise Notice within 28 days following the relevant Exercise Date or, as the case may be, the Reference Date.

Ordinary Shares to be issued or transferred and delivered on exercise of Warrants will not be available for issue or transfer and delivery (i) to, or to a nominee or agent for, Euroclear Bank SA/NV or Clearstream Banking S.A. or any other person providing a clearance service within the meaning of Section 96 of the Finance Act 1986 of the United Kingdom or (ii) to a person, or nominee or agent for a person, whose business is or includes issuing depositary receipts within the meaning of Section 93 of the Finance Act 1986 of the United Kingdom.

The Ordinary Shares (including Additional Ordinary Shares) (in each case if any) issued or transferred and delivered on exercise of Warrants will be fully paid and will in all respects rank *pari passu* with the fully paid Ordinary Shares in issue on the relevant Exercise Date or, in the case of Additional Ordinary Shares, on the relevant Reference Date, and the relevant holder shall be entitled to all rights, distribution or payments where the record date or other due date for the establishment of entitlement for which falls on or after the relevant Exercise Date, or as the case may be, the relevant Reference Date, except in any such case for any right excluded by mandatory provisions of applicable law or as otherwise may be provided in these Conditions. Such Ordinary Shares or, as the case may be, Additional Ordinary Shares will not rank for (or, as the case may be, the relevant holder shall not be entitled to receive) any rights, distributions or payments where the record date or other due date for the establishment of entitlement for which falls prior to the relevant Exercise Date or, as the case may be, the relevant Reference Date.

(k) *Purchase or Redemption of Ordinary Shares*

The Issuer or any Subsidiary of the Issuer may exercise such rights as it may from time to time enjoy to purchase or redeem or buy back any shares of the Issuer (including Ordinary Shares) or any depositary or other receipts or certificates representing the same without the consent of the Warrantholders.

(l) *No Duty to Monitor*

Neither the Warrant Agent nor the Warrant Registrar shall be under any duty to monitor whether any event or circumstance has happened or exists or may happen or exist and which requires or may require an adjustment to be made to the Relevant Number of Shares and will not be responsible or liable to any person for any loss arising from any failure by it to do so, nor shall the Warrant Agent or the Warrant Registrar be responsible or liable to any person for any determination of whether or not an adjustment to the Relevant Number of Shares is required or should be made nor as to the determination or calculation of any such adjustment.

(m) *Cash Alternative Election*

(i) Upon exercise of Warrants, the Issuer may make an election (a "**Cash Alternative Election**") by giving notice (a "**Cash Alternative Election Notice**") to the relevant holder by not later than the Cash Alternative Election Date. A Cash Alternative Election Notice shall be sent to the address (or, if an email address is provided in the relevant Exercise Notice for such purpose, that email address) specified for that purpose in the relevant Exercise Notice (with a copy to the Warrant Agent).

"**Cash Alternative Election Date**" means the date falling five dealing days following the relevant Exercise Date.

A Cash Alternative Election Notice shall be irrevocable and shall specify the Cash Alternative Amount payable in respect of the relevant Warrants.

Where a Cash Alternative Election is made in respect of an exercise of Warrants, the Issuer shall satisfy the relevant exercise by making payment or procuring that payment of the Cash Alternative Amount is made to the relevant Warrantholder in respect of the Relevant Number of Shares with respect to such exercise, together with any other amount payable by the Issuer to such Warrantholder pursuant to these Conditions in respect of or relating to the relevant exercise of Warrants.

The Issuer will pay the relevant Cash Alternative Amount, together with any other amount as aforesaid, by not later than 20 dealing days following the relevant Exercise Date by transfer to a sterling account with a bank in London in accordance with instructions contained in the relevant Exercise Notice.

(ii) If there is a Retroactive Adjustment in respect of the exercise of Warrants by a holder, in circumstances where (i) a Cash Alternative Election is or was made in respect of such exercise and (ii) the Exercise Date falls on or after the Applicable Date, the Issuer shall pay to the relevant holder an additional amount (the "**Additional Cash Alternative Amount**") and equal to the Market Price of such additional number of Ordinary Shares (rounded down if necessary to the nearest whole number of Ordinary Shares) (if any) as is equal to that by which the Relevant Number of Shares would have been increased if the relevant adjustment had been made and become effective immediately prior to the relevant Exercise Date.

The Issuer will pay the Additional Cash Alternative Amount not later than 20 dealing days following the relevant Reference Date by transfer to a sterling account with a bank in London in accordance with instructions contained in the relevant Exercise Notice.

5 Early Expiration and Purchase

(a) Final Redemption

Unless previously purchased and cancelled, expired, replaced or exercised as herein provided, the Warrants will expire on the Final Exercise Date.

(b) Purchase

Subject to the requirements (if any) of any stock exchange on which the Warrants may be admitted to listing and trading at the relevant time and subject to compliance with applicable laws and regulations, the Issuer or any Subsidiary of the Issuer may at any time purchase any Warrants in the open market or otherwise at any price.

(c) Cancellation

All Warrants which are exercised or which expire pursuant to these Conditions will be cancelled and may not be reissued or resold. Warrants purchased or acquired by the Issuer or any of its Subsidiaries shall be cancelled and may not be reissued or re-sold. Any holder may surrender its Warrants to the Warrant Agent for cancellation at any time. Cancellation of (i) Uncertificated Warrants shall be made in a manner consistent with the rules, practices and procedures of a relevant system; and (ii) Certificated Warrants shall be made by surrender to the Warrant Agent for cancellation.

6 Payments

(a) Cash payments

Payments of any cash amount payable under the Conditions will be made in immediately available funds to a sterling account maintained by the payee with a bank in London.

(b) Payments subject to fiscal laws

All payments in respect of the Warrants are subject in all cases (i) to any applicable fiscal or other laws and regulations applicable thereto in the place of payment but without prejudice to Condition 7 and (ii) to any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations or agreements thereunder or official interpretations thereof ("**FATCA**") or any law implementing an intergovernmental approach to FATCA.

(c) Delay in payment

Warrantholders will not be entitled to any interest or other payment for any delay after the due date in receiving the amount due as a result of the due date not being a business day in London.

(d) Warrant Agents, etc.

The initial Warrant Agent and Warrant Registrar and their initial specified offices are listed below. The Issuer may at any time to vary or terminate the appointment of any Warrant Agent or the Warrant Registrar and appoint additional or other Warrant Agents or another Warrant Registrar, provided that it will (i) maintain a Warrant Agent, and (ii) maintain a Warrant Registrar with a specified office outside the United Kingdom. Notice of any change in the Warrant Agent, or the Warrant Registrar or their specified offices will promptly be given by the Issuer to the Warrantholders in accordance with Condition 12.

(e) *No charges*

Neither the Warrant Registrar nor the Warrant Agents shall make or impose on a Warrantholder any charge or commission in relation to any payment or exercise in respect of the Warrants.

(f) *Fractions*

When making payments to Warrantholders, if the relevant payment is not of an amount which is a whole multiple of the smallest unit of the relevant currency in which such payment is to be made, such payment will be rounded down to the nearest unit.

7 Taxation

All payments made by on or behalf of the Issuer in respect of the Warrants will be made free from any restriction or condition and be made without deduction or withholding for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of the United Kingdom or Jersey or any political subdivision or any authority thereof or therein having power to tax, unless deduction or withholding of such taxes, duties, assessments or governmental charges is required to be made by law.

If any such withholding or deduction is required to be made, the Issuer will pay such additional amounts as will result in the receipt by the holders of the amounts which would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of interest on any Warrant to a holder (or to a third party on behalf of a holder) which is subject to such taxes, duties, assessments or governmental charges in respect of such Warrant by reason of having some connection with the United Kingdom or Jersey otherwise than merely by holding the Warrant or by the receipt of amounts in respect of the Warrant.

References in these Conditions to any amounts payable in respect of the Warrants shall be deemed also to refer to any additional amounts which may be payable under this Condition or any undertaking or covenant given in addition thereto or in substitution therefor pursuant to the Deed Poll.

Notwithstanding any other provision of these Conditions, in no event will the Issuer be required to pay any additional amounts in respect of the Warrants for, or on account of, any withholding or deduction required pursuant to FATCA (including pursuant to any agreement described in Section 1471(b) of the Code) or any law implementing an intergovernmental approach to FATCA.

8 Listing

The Issuer will make or cause to be made an application for the Warrants to be admitted to the warrants, options and other miscellaneous securities listing segment of the Official List and to trading on the regulated market of the London Stock Exchange's main market for listed securities (or another internationally recognised, regularly operating, regulated or non-regulated stock exchange or securities market) within 90 calendar days following the Initial Issue Date and use reasonable endeavours to maintain such admission to trading for so long as any of the Warrants remain outstanding. If, however, the Issuer is unable to maintain such admission to trading as aforesaid, the Issuer undertakes to use reasonable endeavours to obtain and maintain a listing and/or admission to trading for the Warrants on such other internationally recognised, regularly operating, regulated or non-regulated stock exchange as the Issuer may from time to time determine and the Issuer will forthwith give notice to the Warrantholders of any such listing or delisting of the Warrants by any of such stock exchanges.

9 Prescription

Claims against the Issuer in respect of any payment in respect of the Warrants shall be prescribed and become void unless made within 10 years from the due date for the relevant payment.

Claims in respect of any other obligation in respect of the Warrants shall be prescribed and become void unless made within 10 years following the due date for performance of the relevant obligations.

10 Replacement of Warrants

If any Warrant is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Warrant Agent subject to all applicable laws and stock exchange requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Certificated Warrants must be surrendered before replacements will be issued.

11 Meetings of Warrantholders and Modification

(a) Meetings of Warrantholders

The Deed Poll contains provisions for convening meetings of Warrantholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the Deed Poll) of a modification of any of the Warrants or of these Conditions. Such a meeting may be convened by the Issuer, and shall be convened by the Issuer if requested in writing by Warrantholders holding not less than 10 per cent. of the number of Warrants for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution will be one or more persons holding or representing a clear majority of the number of Warrants for the time being outstanding, or at any adjourned meeting one or more persons being or representing Warrantholders whatever the number of Warrants held or represented, unless the business of such meeting includes consideration of proposals in relation to the Warrants, *inter alia*, (a) to change the Exercise Period (save as contemplated by the Conditions); (b) to reduce or cancel any amounts payable on exercise of the Warrants (save as contemplated by the Conditions); (c) to modify the provisions relating to, or cancel, the exercise of the Warrants (other than an increase to the Relevant Number of Shares and/or Cash Alternative Amount); (d) to change the governing law of the Warrants or the Deed Poll; or (e) to modify the provisions concerning the quorum required at any meeting of Warrantholders or the majority required to pass an Extraordinary Resolution in respect of the Warrants, in which case the necessary quorum will be one or more persons holding or representing not less than two-thirds, or at any adjourned meeting not less than one-third of the number of Warrants for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Warrantholders (whether or not they were present at the meeting at which such resolution was passed and/or whether or not they voted on the Extraordinary Resolution, including by way of Extraordinary Resolution in writing or given by way of electronic consents).

The Deed Poll provides that (i) a resolution passed at a meeting duly convened and held by or on behalf of the holder(s) of 50 per cent. or more of the Warrants voted; (ii) a resolution in writing signed by or on behalf of the holders of 50 per cent. or more of the number of Warrants for the time being outstanding entitled to form a quorum for a meeting that could be convened to consider such resolution; or (iii) consents given by way of electronic consents through the relevant clearing system(s) by or on behalf of the holder(s) of 50 per cent. or more of the number of Warrants for the time being outstanding entitled to form a quorum for a meeting that could be convened to consider such resolution, shall, in each case, be effective as an Extraordinary Resolution.

For the avoidance of doubt, no Extraordinary Resolution or a resolution deemed to be an Extraordinary Resolution shall be implemented without the Issuer's consent.

(b) *Modification*

The Issuer may, without the consent of the Warrantholders, make any modification to these Conditions or the Deed Poll which: (i) it does not reasonably, acting in good faith, expect to be prejudicial to the interests of the Warrantholders; or (ii) is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of law.

Any such modification shall be binding on the Warrantholders and any such modification shall be notified to the Warrantholders promptly in accordance with Condition 12 and to the Warrant Agent and Warrant Registrar.

12 Notices

All notices regarding the Warrants will be valid if published through the electronic communication system of Bloomberg or by issue of a press release via the Regulatory News Service (RNS). The Issuer shall also ensure that all notices are duly published (if such publication is required) in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Warrants are for the time being listed and/or admitted to trading. Any such notice shall be deemed to have been given on the date of such notice. If publication as provided above is not practicable, notice will be given by publication in a newspaper of general circulation in London (which is expected to be the *Financial Times*).

13 Further Issues

The Issuer may from time to time without the consent of the Warrantholders create and issue further Warrants either having the same terms and conditions in all respects as the outstanding Warrants or in all respects except the issue date of the new Warrants and if the Warrant Exercise Condition has been achieved with respect to the outstanding Warrants prior to the issue date of new Warrants, then the Warrant Exercise Condition may not apply to the new Warrants and so that such further Warrants shall be consolidated and form a single series with the outstanding Warrants provided that the aggregate number of further Warrants and the original Warrants shall not exceed 7,175,488. Any Further Warrants forming a single series with the outstanding Warrants shall be constituted by a deed supplemental to the Deed Poll.

For the avoidance of doubt, nothing in these Conditions shall prevent the issue by the Issuer of up to 6,792,713 Tranche 2 Warrants with a threshold price of US$18.7875 per Ordinary Share (or as may be adjusted pursuant to the terms of the Tranche 2 Warrants) and the issue of such Tranche 2 Warrants shall not require an adjustment to the Relevant Number of Shares or to the Threshold Price of the Warrants.

14 Change of Control

The Issuer undertakes that, if any offer is made to all (or as nearly as may be practicable all) Shareholders to acquire the whole or any part of the issued Ordinary Shares, or if any person proposes a scheme with regard to such acquisition (other than a Newco Scheme), in each case as would if such offer became or were to be declared unconditional in all respects or, in the case of a scheme, were to become effective, constitute or give rise to a Change of Control: (a) the Issuer will give notice of such offer or scheme to the Warrantholders at the same time as any notice thereof is sent to the Shareholders (or as soon as practicable thereafter) and (b) without prejudice to the directors' fiduciary duties to shareholders, the board of directors of the Issuer will not recommend any such offer or scheme unless, subject to such offer or scheme becoming unconditional or effective and a Delisting having occurred, an offer will also be made to Warrantholders to acquire their Warrants for a consideration of the same type as the consideration offered to the holders of the Ordinary Shares and having a value per Warrant equal to the arithmetic mean of the daily Volume Weighted Average Price of a

Warrant, calculated during the period of ninety dealing days on the Relevant Stock Exchange for the Ordinary Shares ending on (and including) the business day in London prior to the commencement of the offer period (as defined under the UK Takeover Code), as determined by an Independent Adviser. For the avoidance of doubt, such Volume Weight Average Price shall not take into account the offer made or scheme proposed in relation to the Ordinary Shares.

Each Warrantholder acknowledges and agrees that any such offer made available to the Warrantholders shall be deemed to constitute an appropriate offer or proposal for the purpose of Rule 15.1 of the UK Takeover Code. The determination of the Independent Adviser shall be final and binding (in the absence of manifest error) on the Issuer, the Warrant Agent and the Warrantholders. Any Independent Adviser appointed in connection with the Warrants (acting in such capacity) will not thereby assume any obligations towards or relationship of agency or trust and shall not be liable and shall incur no liability in respect of anything done, or omitted to be done in good faith, in accordance with the Conditions as against the Warrant Agent or the Warrantholders. Each Warrantholder, by acquiring the Warrant, agrees and acknowledges the foregoing and undertakes not to bring any claim against the Issuer or its board of directors on the ground that such offer is inappropriate, unfair and/or unreasonable.

Following a Newco Scheme, references in this Condition 14 and the definitions of "Change of Control" and "Control" (i) to "Issuer" shall be deemed to be references to Newco and (ii) to "Ordinary Shares" and "Shareholders" shall be deemed to be references to Newco Securities and their holders, respectively.

15 Contracts (Rights of Third Parties) Act 1999

Except for any holder of the Warrants, the Warrant Agent or the Warrant Registrar, no person shall have any right to enforce any term or condition of the Warrants under the Contracts (Rights of Third Parties) Act 1999.

16 Governing Law and Jurisdiction

(a) Governing Law

The Deed Poll, these Conditions and the Warrants and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, English law.

(b) Jurisdiction

The courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with these Conditions and the Warrants and accordingly any legal action or proceedings arising out of or in connection with the Warrants ("**Proceedings**") may be brought in such courts. The Issuer has in the Deed Poll irrevocably submitted to the jurisdiction of such courts and has waived any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is made for the benefit of each of the Warrantholders and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

(c) Agent for Service of Process

The Issuer has irrevocably appointed Petrofac Services Limited at its registered office for the time being, currently at 4th Floor, 117 Jermyn Street, SW17 6HH, London, United Kingdom as its agent in England to receive service of process in any Proceedings in England. Nothing herein or in the Deed Poll shall affect the right to serve process in any other manner permitted by law.

PART X – TERMS AND CONDITIONS OF THE TRANCHE 2 WARRANTS

The terms and conditions of the Tranche 2 Warrants will be substantially similar to those of the Tranche 1 Warrants as set out in Part IX above, with the only substantive differences being (i) the number of Tranche 2 Warrants to be issued which will be determined on or prior to the Restructuring Effective Date, (ii) the ISIN of the Tranche 2 Warrants which will be JE00BTKW2V33; and (iii) the initial Threshold Price of the Tranche 2 Warrants which will be US$18.7875 per Ordinary Share.

Furthermore, nothing in the terms and conditions of the Tranche 2 Warrants shall require an adjustment to be made to the Relevant Number of Shares or to the Threshold Price as a result of issuance of up to 7,175,488 Tranche 1 Warrants with a threshold price of US$13.455 per Ordinary Share (or as may be adjusted pursuant to the terms of the Tranche 1 Warrants) or any issuance of Ordinary Shares pursuant to exercise of such Tranche 1 Warrants in accordance with their terms.

PART XI – DEFINITIONS

2021 Annual Report and Accounts	the annual report and accounts prepared by the Company for the financial year ended 31 December 2021
2021 Consolidated Financial Statements	audited consolidated financial statements of the Company included as of and for the year ended 31 December 2021
2022 Annual Report and Accounts	the annual report and accounts prepared by the Company for the financial year ended 31 December 2022
2022 Consolidated Financial Statements	audited consolidated financial statements of the Company included as of and for the year ended 31 December 2022
2023 Annual Report and Accounts	the annual report and accounts prepared by the Company for the financial year ended 31 December 2023
2023 Consolidated Financial Statements	audited consolidated financial statements of the Company included as of and for the year ended 31 December 2023
2024 Consolidated Financial Statements	audited consolidated financial statements of the Company as of and for the year ended 31 December 2024, to be published in due course
2024 Interim Consolidated Financial Statements	unaudited consolidated interim financial statements of the Company as of and for the six months ended 30 June 2024, which include comparative financial information as of and for the six months ended 30 June 2023
2024 Interim Statement	the interim accounts prepared by the Company for the six months ended 30 June 2024
ADCB Facility	the bilateral term loan of AED185 million dated 26 October 2021 from Abu Dhabi Commercial Bank P.J.S.C.
ADCB Facility Agreement	the facility agreement documenting the ADCB Facility, originally dated 26 October 2021 and as amended, amended and restated, supplemented or modified from time to time
Ad Hoc Group	an ad hoc group of senior secured noteholders representing approximately 47 per cent. of the outstanding Notes
Admission	the New Shares Admission and the Warrants Admission
Amended Intercreditor Agreement	as defined in paragraph 11.8 of Part VII (*Additional Information*)
Amortisation Event	as defined in paragraph 11.9 of Part VII (*Additional Information*)
APMs	the Group's alternative performance measures
Articles or **Articles of Association**	the articles of association of the Company
AS Restricted Group	collectively and from time to time, (a) AS Solutions Holdings Limited (or its successor or another entity duly designated as the holding company of the "Asset Solutions" business pursuant to the Business Transformation Plan), (b) all subsidiaries of AS Solutions Holdings Limited and (c) any other entity that becomes (or is expected to become) a subsidiary of the foregoing in accordance with the Business Transformation Plan or designated as the "Asset Solutions" business (or similar term) as set out in the Business Transformation Plan

Asset Solutions	the Asset Solutions portion of the Group's business and its product lines, Asset Operations, Asset Development, and Wells and Decommissioning
Azvalor	Azvalor Asset Management SGIIC SA
Backlog	consists of the estimated revenue attributable to the uncompleted portion of fixed-price E&C contracts and variation orders plus, with regard to Asset Solutions contracts, the estimated revenue attributable to the lesser of the remaining term of the contract and five years. The Group uses this key performance indicator as a measure of the visibility of future earnings. Backlog is not an audited measure
Backstop Agreement	the agreement entered into on 22 December 2024 among the Company, certain members of the Ad Hoc Group and the Additional Noteholders, pursuant to which they have agreed to backstop US$94 million of New Money Notes and US$94 million of New Equity Capital Raise Shares
Backstop Providers	certain members of the Ad Hoc Group and the Additional Noteholders, pursuant to the Backstop Agreement
Balance Sheet Restructuring	each of the Equity Capital Raise, the New Note Issuance, the Restructuring Plans, the Revised Guarantee Structure, the Key Client Arrangements and the Historical and Contingent Liabilities
Band Limit	the upper limit of the income tax basic rate band applicable in respect of that tax year
Bank Lenders	lenders under the Group's existing revolving credit facility and term loans
Business Day	a day (other than a Saturday or Sunday) on which banks are open for general business in London and Jersey
Business Transformation Completion Date	as defined in paragraph 11.6 of Part VII (*Additional Information*)
Business Transformation Milestones	as defined in paragraph 11.6 of Part VII (*Additional Information*)
Business Transformation Plan	the presentation titled "Business Transformation Plan" containing the steps required to implement or consummate or otherwise give effect to the Business Transformation, as agreed between certain parties as a condition to implementation of the Balance Sheet Restructuring
CBG Notes Participating Consenting Creditor	as defined in paragraph 11.6 of Part VII (*Additional Information*)
CCSS	the CREST Courier and Sorting Service established by Euroclear to facilitate, among other things, the deposit and withdrawal of securities
Central Services Entities	certain entities that provide centralised services and support functions to the Group (and their respective assets) as determined by the Business Transformation Plan, including Petrofac Services Limited, Global Mobility Company Pte. Limited, New UAE Service Co and New Indian Service Co.

certificated or **in certificated form**	a share or other security which is not in uncertificated form (that is, not in CREST)
Chair	the chair of the Company, René Médori
Closing Price	the closing, middle market quotation of an Existing Share, as published in the Daily Official List
Commitment Letters	the Equity Commitment Letters and the New Financial Investor Commitment
Company or **Petrofac**	Petrofac Limited, a public limited company incorporated under the laws of Jersey
CREST	the relevant system (as defined in the CREST Regulations) for the paperless settlement of trades in listed securities in the United Kingdom, of which Euroclear is the operator (as defined in the CREST Regulations)
CREST Manual	the rules governing the operation of CREST, consisting of the CREST Reference Manual, CREST International Manual, CREST Central Counterparty Service Manual, CREST Rules, Registrars Service Standards, Settlement Discipline Rules, CCSS Operations Manual, Daily Timetable, CREST Application Procedure, CREST Glossary of Terms and CREST Terms and Conditions (all as defined in the CREST Glossary of Terms promulgated by Euroclear on 15 July 1996 and as amended since)
CREST member	a person who has been admitted by Euroclear as a system-member (as defined in the CREST Regulations)
CREST Regulations	the Uncertificated Securities Regulations 2001 (SI 2001/3755)
CREST sponsor	a CREST participant admitted to CREST as a CREST sponsor
CREST sponsored member	a CREST member admitted to CREST as a sponsored member
CTO	chief technology officer
Debt Conversion	the exchange of US$845 million (including accrued interest) of Funded Debt for New Shares, including the exchange of US$833 million of Funded Debt for New Shares representing 17.5 per cent. of the equity in the Company and an incremental US$12 million of Funded Debt, which will form part of the New Shares received by creditors for their subscription for New Money Notes
Debt Document	the Intercreditor Agreement, the Primary Bank Debt Facility Agreements, the Indenture (and other documentation in connection with the Notes) and the Unfunded Guarantee Facilities
Debt Raise	the issuance of the New Notes
Delivery Unit Alignment	the legal and operational alignment of the Group’s delivery units (E&C, ETP and Asset Solutions)
Directors or **Board**	the Executive Directors and Non-Executive Directors as at the date of this document
Disclosure Guidance and Transparency Rules	the Disclosure Guidance and Transparency Rules of the Financial Conduct Authority

E&C	Engineering & Construction
E&C Guarantees	facilities for the provision of guarantees, indemnities or other instruments requested by members of the E&C Restricted Group to be issued by the relevant facility provider in connection with projects undertaken by a member of the E&C Restricted Group
E&C Restricted Group	collectively and from time to time, (a) Petrofac International Limited (or its successor or another entity duly designated as the holding company of the E&C business pursuant to the Business Transformation Plan), (b) all subsidiaries of Petrofac International Limited and (c) any other entity that becomes (or is expected to become) a subsidiary of the foregoing in accordance with the Business Transformation Plan or designated as the "E&C" business (or similar term) as set out in the Business Transformation Plan
EBITDA	earnings before interest, tax, depreciation and amortisation
EEA	the European Economic Area
Enlarged Share Capital	the expected issued ordinary share capital of Petrofac immediately following the issue of the New Shares
Equity Capital Raise	the firm placing of the New Equity Capital Raise Shares as described in this document
Equity Capital Raise Upsize	the potential for a further US$30 million upsize in the equity investment as a result of additional demand from third-party investors, in particular from a third-party investor who has indicated a willingness to provide an equity investment of US$5 million and whose commitment is expected to be provided in the coming weeks. In addition, certain creditors have been offered the opportunity to participate in the equity raise by up to an incremental US$25 million, at the same price as other investors
Equity Commitment Letters	commitment letters entered into between the Company and Equity Placees whereby the Equity Placees have committed to (i) subscribe in aggregate for US$62 million of New Equity Capital Raise Shares in the Equity Capital Raise and (ii) vote in favour of the Resolutions at the General Meeting
Equity Placees	the investors who have agreed to participate in the Equity Capital Raise and, accordingly, signed a Commitment Letter
Escrow Account	in relation to the New Notes Indenture, the segregated escrow account for purposes of holding the proceeds of the New Money Notes
Escrow Agent	in relation to the New Notes Indenture, the escrow agent to be appointed by the Company for purposes of controlling the Escrow Account
Escrow Property	in relation to the New Notes Indenture, any proceeds deposited into the Escrow Account
ETP	Energy Transition projects
ETP Guarantees	facilities for the provision of guarantees, indemnities or other instruments requested by members of the ETP Restricted Group to be

	issued by the relevant facility provider in connection with projects undertaken by a member of the ETP Restricted Group
ETP Restricted Group	collectively and from time to time, (a) ETP Solutions Holdings Limited (or its successor or another entity duly designated as the holding company of the ETP business pursuant to the Business Transformation Plan), (b) all subsidiaries of ETP Solutions Holdings Limited and (c) any other entity that becomes (or is expected to become) a subsidiary of the foregoing in accordance with the Business Transformation Plan or designated as the "ETP" business (or similar term) as set out in the Business Transformation Plan
EU	European Union
Euroclear	Euroclear UK & International Limited
Excluded Territories	the Commonwealth of Australia, its territories and possessions, each province and territory of Canada, Japan, Switzerland and the Republic of South Africa and any other jurisdiction where the distribution of this document would breach any applicable law
Executive Directors	the executive directors of the Company as at the date of this document
Existing Debt	the aggregate principal amounts outstanding under the Primary Bank Debt and the Notes, together with accrued interest
Existing Guarantees	the existing Guarantees procured by the Group in support of its contractual obligations
Existing Shares	the ordinary shares of the Company in issue immediately preceding the Share Consolidation and the issue of the New Shares
Financial Conduct Authority or **FCA**	the Financial Conduct Authority acting in its capacity as the competent authority for the purposes of Part VI of FSMA
Form of Proxy	the form of proxy enclosed with this document for use in connection with the General Meeting
FRC	the Financial Reporting Council
FSMA	the Financial Services and Markets Act 2000, as amended
Funded Creditors	holders of the Notes and lenders under the Group's Primary Bank Debt
Funded Debt	the outstanding debt under the Company's Primary Bank Debt and Notes
General Meeting	the general meeting of the Company held at 10:00 a.m. on 28 April 2025 at the offices of Linklaters LLP, at One Silk Street, London EC2Y 8HQ
Group	the Company and its subsidiary undertakings and, where the context requires, its associated undertakings from time to time
Guarantees	advance payment guarantees, performance bonds, letters of credit and other guarantee lines
Historical and Contingent Liabilities	the arrangements entered into by Group entities in connection with PFML historical contingent liabilities in relation to NICs and the TO Termed Out Debt

Historical Financial Information	the consolidated financial statements of the Company included in the 2023, 2022 and 2021 Annual Report and Accounts, together with the audit opinions thereon, and the interim financial statements as at and for the six months ended 30 June 2024 and 2023, as set out in Part VIII (*Information Incorporated by Reference*) of this document
HMRC	His Majesty's Revenue and Customs
HoldCo Restricted Group	collectively and from time to time, Petrofac Holdings (I) Limited, Petrofac Holdings (II) Limited, Petrofac Limited, Petrofac South East Asia Pte. Limited and Petrofac UK Holdings Limited and any other subsidiary of Petrofac Limited other than members of the E&C Restricted Group, the ETP Restricted Group and the AS Restricted Group and any Central Services Entities
IFRS	International Financial Reporting Standards as issued by the International Accounting Standards Board
ISIN	International Securities Identification Number
J.P. Morgan	J.P. Morgan Securities plc (which conducts its UK investment banking activities under the marketing name, J.P. Morgan Cazenove), with registered address at 25 Bank Street, Canary Wharf, London E14 5JP
Jersey Companies Law	Companies (Jersey) Law 1991
Key Client Arrangements	the agreed terms with TenneT and ADNOC as summarised in paragraph 10 of Part VII (*Additional Information*)
KPI	key performance indicator
Lender Plan Creditors	as defined in paragraph 11.12 of Part VII (*Additional Information*)
LIBOR	the London interbank offered rate
Listing Rules	the listing rules of the Financial Conduct Authority
Lock-Up Agreement	the Lock-Up Agreement dated 22 December 2024 between, inter alios, the Company, the Ad Hoc Group and the Additional Noteholders, and Funded Creditors acceeded thereto
London Stock Exchange	London Stock Exchange plc
Majority New Noteholders	holders of New Notes representing more than 50 per cent. of the total New Notes at that time
Majority Pari Passu Debt Creditors	holders of liabilities owed by the debtors under the Pari Passu Debt Documents representing more than 50 per cent. of such liabilities at that time (with the liabilities in respect of any lender under a guarantee facility, performance bond, letter of credit or equivalent shall be the amount (net of any cash collateral or cash security held by such lender) of that guarantee facility, performance bond, letter of credit or equivalent that is issued and in force and which has not been withdrawn or cancelled at that time)
Majority Senior Subordinated Creditors	holders of liabilities owed by the debtors under the Senior Subordinated Debt representing more than 50 per cent. of such liabilities at that time

Majority Super Senior Creditors	holders of liabilities owed by the debtors under the Super Senior Debt Documents representing more than 50 per cent. of such liabilities at that time (with the liabilities in respect of any lender under a guarantee facility, performance bond, letter of credit or equivalent shall be the amount (net of any cash collateral or cash security held by such lender) of that guarantee facility, performance bond, letter of credit or equivalent that is issued and in force and which has not been withdrawn or cancelled at that time)
MAR	Market Abuse Regulation (EU) No 596/2014 (as it forms part of retained EU law as defined in the EU (Withdrawal) Act 2018)
Money Laundering Regulations	Money Laundering Regulations 2007 (SI 2007/2157)
New Debt Conversion Shares	the 16,821,002 new Shares that the Company will allot and issue pursuant to the Debt Conversion, taking into account the Share Consolidation
New Equity Capital Raise Shares	the 53,858,087 new Shares that the Company will allot and issue pursuant to the Equity Capital Raise, taking into account the Share Consolidation
New Finance Documents	the Amended Intercreditor Agreement and New Indenture
New Financial Investor	the new equity and debt investor who has committed to subscribe for US$37.5 million of New Equity Capital Raise Shares and US$37.5 million of New Notes and US$50.0 million of CBG Notes
New Financial Investor Commitment	commitment letter entered into between the Company and the New Financial Investor, whereby the New Financial Investor has committed to subscribe for (i) US$37.5 million of New Equity Capital Raise Shares, (ii) US$37.5 million of New Money Notes and (iii) US$50.0 million in CBG Notes
New Indenture	the indenture to be entered into by, inter alios, the New Notes Issuer, the Company, as a guarantor, the other guarantors party thereto from time to time, GLAS Trust Company LLC, as trustee, and GLAS Trust Corporation Limited, as security agent
New Money	the Debt Raise and the Equity Capital Raise
New Money Notes	US$154 million face value of 9.75 per cent. super senior notes due 30 June 2030, issued by AS Solutions Holdings Limited, forming a series with the Reinstated Notes
New Notes	the New Money Notes and the Reinstated Notes and, for the purposes of paragraph 11.8 of Part VII (*Additional Information*), any other senior secured notes
New Notes Collateral	as defined in paragraph 11.9 of Part VII (*Additional Information*)
New Notes Indenture	as defined in paragraph 11.9 of Part VII (*Additional Information*) and, for the purposes of paragraph 11.8 of Part VII (*Additional Information*), any other indenture which governs senior secured notes
New Notes Issuer	AS Solutions Holdings Limited, a company incorporated in Jersey with registered number 158780

New Notes Security Agent	GLAS Trust Corporation Limited, as security agent under the New Notes Indenture
New Notes Trustee	GLAS Trust Company LLC, as trustee under the New Notes Indenture
New Shares	93,969,025 Shares to be issued in connection with the Balance Sheet Restructuring, taking into account the Share Consolidation
New Shares Admission	admission of the New Shares to: (i) listing on the Official List; and (ii) trading on the London Stock Exchange's main market for listed securities
non-compromised Thai Oil guarantor	a Guarantor in relation to the Group's Thai Oil Clean Fuels Project whose claims will not form part of the Restructuring Plans
Non-Executive Directors	the non-executive directors of the Company as at the date of this document
Non-Shareholder Claimants	as defined under the heading "*Compromise of certain historical claims and contingent liabilities*" in paragraph (e) of Part I (*Information on the Balance Sheet Restructuring*)
Non-Shareholder Claims	as defined under the heading "*Compromise of certain historical claims and contingent liabilities*" in paragraph (e) of Part I (*Information on the Balance Sheet Restructuring*)
Notes	the US$600 million 9.75 per cent. senior secured notes due 2026, issued by the Company
Notice of General Meeting	the notice of General Meeting set out in the circular published by the Company, dated 11 April 2025
Official List	the Official List of the FCA
Pari Passu Debt Documents	any of: (a) the TO Termed Out Debt; (b) the agreements documenting the secured guarantee facilities; (c) the agreements documenting the ETP Guarantees; (d) the agreements documenting the E&C Guarantees; (e) the agreements documenting any *pari passu* hedging liabilities; or (f) each other document or instrument designated as such in accordance with the Amended Intercreditor Agreement
Part 26A Compromise Claims	claims forming part of the court restructuring pursuant to two parallel English law restructuring plans under Part 26A of the Companies Act 2006
PIUL	Petrofac International (UAE) LLC
Plan Companies	the Company and PUIL
Plan Meetings	the meetings of the classes of the applicable creditors to the Restructuring Plans, convened on 23 April 2025 in accordance with

	the permission of the Court to consider and, if thought fit, approve the Restructuring Plans
PRA	the Prudential Regulation Authority
Primary Bank Debt	together, the ADCB Facility, the RAK Term Loan Facility and the Revolving Credit Facility
Primary Bank Debt Facility Agreements	each of the ADCB Facility Agreement, the RAK Term Loan Facility Agreement and the Revolving Credit Facility Agreement
Priority Senior Debt Documents	any of the agreements documenting the CBG Indemnity
Prospectus Delegated Regulation	Delegated Regulation (EU) 2019/980 of 14 March 2019 supplementing the Prospectus Regulation (as it forms part of domestic law as defined in the EU (Withdrawal) Act 2018)
Prospectus Regulation	Regulation (EU) 2017/1129 and amendments thereto (as it forms part of domestic law as defined in the EU (Withdrawal) Act 2018)
Prospectus Regulation Rules	the Prospectus Regulation Rules made by the FCA, as from time to time amended and, where appropriate, relevant provisions of the Prospectus Regulation as referred to or incorporated within the Prospectus Regulation Rules and "PRR" is a reference to any one of the Prospectus Regulation Rules
RAK Term Loan Facility	the bilateral term loan of US$50 million from The National Bank of Ras Al-Khaimah (P.S.C.)
RAK Term Loan Facility Agreement	the facility agreement documenting the RAK Term Loan Facility, originally dated 1 November 2020 and as amended, amended and restated, supplemented or modified from time to time
Reference Date	23 December 2024, being the date on which the terms to the Equity Capital Raise were announced
Registrar	Equiniti (Jersey) Limited
Regulation S	Regulation S under the Securities Act
Regulatory Information Service	a regulatory information service that is approved by the FCA and that is on the list of regulatory information service providers maintained by the FCA
Reinstated Notes	US$94 million 9.75 per cent. super senior notes due 30 June 2030, issued by AS Solutions Holdings Limited, forming a series with the New Money Notes
Resolutions	the resolutions proposed at the General Meeting in connection with the Balance Sheet Restructuring
Restructuring Effective Date	the date of satisfaction of all conditions to the components of the Balance Sheet Restructuring, which is expected to be no earlier than early- to mid-June 2025
Restructuring Plan Documents	as defined in paragraph 11.12 of Part VII (*Additional Information*)
Restructuring Plans	the proposed financial restructuring comprising: (i) the Debt Conversion; (ii) the creation of the New Secured Debt, together with all arrangements to be entered into in connection therewith; and (iii) the Part 26A Compromise Claims, which will be implemented under

	two parallel English law restructuring plans under Part 26A of the Companies Act 2006
Retail Offer	the retail offering, to certain UK-based retail investors only, of approximately US$8 million in 2025 that the Company intends to announce following the publication of the Group's consolidated audited accounts for the year ended 31 December 2024
Revolving Credit Facility	the syndicated revolving credit facility of US$180 million
Revolving Credit Facility Agreement	the facility agreement documenting the Revolving Credit Facility, originally dated 26 October 2021 and as amended, amended and restated, supplemented or modified from time to time
SDRT	Stamp Duty Reserve Tax
SEC	the United States Securities and Exchange Commission
Securities Act	the U.S. Securities Act of 1933, as amended
SEDOL	Stock Exchange Daily Official List
Senior Managers	Elie Lahoud, John Pearson, Sandra Redding, Desmond Thurlby, Sophie Reid, James Andrews and Marc Bonandrini
SFO Investigation	the investigation by the SFO into the Company, its subsidiaries and its and their respective directors, officers, employees, consultants and agents for suspected bribery, corruption and/or money laundering that which: (i) in respect of the Company culminated in the Company pleading guilty to seven counts of failing to prevent bribery under section 7(1) of the Bribery Act 2010; and (ii) in respect of individual suspects is continuing
Share	an ordinary share of US$5.00 each in the capital of the Company having the rights set out in the Articles, as described in paragraph 3 of Part VII (*Additional Information*) of this document, taking into account the Share Consolidation
Share Consolidation	the proposed consolidation of every 250 existing shares of US$0.02 into one Share of US$5.00, as further described in this document
Shareholder Claimants	current and former registered or beneficial shareholders of the Company who acquired, held or disposed of shares in the Company during the period from 7 October 2005 to 5 October 2021
Shareholder Claims	any and all actual or potential claims by Shareholder Claimants arising out of or in connection with misleading statements and/or dishonest omissions or delays alleged to have been made in the Group's published information between 7 October 2005 and 5 October 2021 (the "**Relevant Period**") in connection with the commission by former employees of historical instances of bribery and/or a failure to prevent those instances (or other similar or related allegations), whether pursuant to section 90 or 90A of Schedule 10A to FSMA or otherwise (including any claims in respect of negligent, wilful or intentional conduct or fraud), other than (i) any claims in respect of which the applicable limitation period has expired and (ii)

	claims which are as a result of a failure to comply with the terms of the Company's Restructuring Plan
Shareholders	holders of Shares
Share Schemes	the employee share plans operated by the Group
Sponsor	J.P. Morgan
Strategic Review	the objective of materially strengthening the Group's balance sheet, securing bank guarantees and improving short-term liquidity pursuant to the Board announcement on 4 December 2023
Super Senior Debt Documents	any of: (a) the New Notes Indenture; (b) the agreements documenting the ETP Guarantees up to an agreed super senior amount; (c) the agreements documenting the E&C Guarantees up to an agreed super senior amount; (d) the agreements documenting certain other permitted liabilities up to an agreed super senior amount; and (e) each other document or instrument designated as such in accordance with the Amended Intercreditor Agreement
Super Super Senior Debt Documents	any of the agreements documenting the CBG Indemnity
Term Loans	the bilateral term loans issued under the RAK Term Loan Facility and the ADCB Facility
Thai Oil	Thai Oil Public Company Limited
Thai Oil Clean Fuels Project	the Clean Fuels Project for Thai Oil, in a consortium with Saipem and Samsung Engineering
Thai Oil Guarantee Claims	any claims that the Thai Oil guarantee providers, other than by the non-compromised Thai Oil guarantor, may have against the Group pursuant to guarantee arrangements to fund the Group project-related obligations
this document	this prospectus issued by the Company in respect of the listing of Shares and Warrants in connection with the Balance Sheet Restructuring
TO Termed Out Debt	settlement arrangements with the non-compromised Thai Oil guarantor as summarised in Part I, the terms of which are set out in Part IX
Tranche 1 Warrants	each warrant entitles the Warrantholder to subscribe in cash for one Share on the terms set out in Part IX
Tranche 2 Warrants	each warrant entitles the Warrantholder to subscribe in cash for one Share on the terms set out in Part X
UK or **United Kingdom**	the United Kingdom of Great Britain and Northern Ireland
UK Takeover Code	UK City Code on Takeovers and Mergers
UKCGC	UK Corporate Governance Code 2024

uncertificated or **in uncertificated form**	recorded on the register of members as being held in uncertificated form in CREST and title to which, by virtue of the CREST Regulations, may be transferred by means of CREST
Unfunded Guarantee Facilities	the Group's unfunded guarantee facilities, pursuant to which it is able to issue Guarantees
United States or **U.S.**	the United States of America, its territories and possessions, any state of the United States and the District of Columbia
VAT	value added tax
Warrantholders	holders of the Warrants
Warrants	the Tranche 1 Warrants and the Tranche 2 Warrants, taken together
Warrants Admission	admission of: (i) the Tranche 1 Warrants to: (a) the warrants, options and other miscellaneous securities listing segment of the Official List; and (b) trading on the London Stock Exchange's main market for listed securities; and (ii) the Tranche 2 Warrants to: (a) the warrants, options and other miscellaneous securities listing segment of the Official List; and (b) trading on the London Stock Exchange's main market for listed securities
Work Fee Letter	agreement dated 22 December 2024 between the Ad Hoc Group and the Company, regarding the payment of a work fee in consideration for the extensive resources and support provided by the Ad Hoc Group in considering, negotiating and preparing for the Balance Sheet Restructuring