

27 May 2022

KKR Cretaceous Aggregator L.P. ("Aggregator")  
199 Bay Street  
Commerce Court West  
Suite 5300  
M5L 1B9  
Toronto  
Canada

Cretaceous Midco Limited ("Midco")  
2nd Floor, Sir Walter Raleigh House  
48-50 Esplanade  
St. Helier  
Jersey JE2 3QB

Cretaceous Bidco Limited ("Bidco")  
11th Floor  
200 Aldersgate Street  
London  
EC1A 4HD

**Re: Equity Commitment**

Reference is made to the proposed acquisition by Bidco of the entire issued and to be issued share capital of ContourGlobal plc (the "Company") substantially on the terms set out in the announcement made by Bidco on 17 May 2022 (the "Announcement", and such acquisition, the "Transaction"). The Transaction is expected to be implemented by way of a court-sanctioned scheme of arrangement pursuant to Part 26 of the Companies Act 2006 (the "Scheme"); however, subject to the consent of the Panel on Takeovers and Mergers (the "Panel"), Bidco reserves its right to implement the Transaction by way of a contractual takeover offer for the purposes of Chapter 3 of Part 28 of the Companies Act 2006 (a "Takeover Offer").

1. (a) Subject only to the terms of Paragraph 2 and Paragraph 6, each of the undersigned (each, an "Investor" and, together, the "Investors") irrevocably agrees and undertakes that it will contribute to, or cause to be contributed to, the Aggregator, in time for the Aggregator to contribute to, or cause to be contributed to, Midco the Aggregator Commitment (as defined below) in time for Midco to pay to Bidco the Midco Commitment (as defined below) to be paid by Bidco in connection with the Transaction (the "Payment Obligation") in accordance with the City Code on Takeovers and Mergers as issued from time to time by or on behalf of the Panel (the "Code") on the settlement date by which Bidco must comply with its Payment Obligation, by way of one or more direct or indirect capital contributions (which contributions may take the form of ordinary equity, preferred equity, other equity or debt securities or shareholder loans), in immediately-available GBP-denominated funds, an amount up to the amount set forth opposite such Investor's name in Part 1 of Annex 1 (as such amounts may be adjusted in accordance with this letter agreement, the "Equity Commitments"), which amounts will be used by Bidco for the purpose of satisfying the Payment Obligation. Subject to receipt by the Aggregator of the Equity Commitments from the Investors in accordance with the terms of this letter agreement, the Aggregator irrevocably agrees and undertakes that it will contribute to, or cause to be contributed to, Midco an amount equal to the equity commitments as set out in Part 2 of Annex 1 (the "Aggregator Commitment"), in time for Midco to pay to Bidco the Midco Commitment in order for Bidco to satisfy the Payment Obligation on the settlement date by which Bidco must comply with its Payment Obligation, by way of direct capital contribution (which contribution may take the form of ordinary equity, preferred equity, other equity or debt

securities or shareholder loan). Subject to receipt by Midco of the Equity Commitments from the Aggregator in accordance with the terms of this letter agreement, Midco irrevocably agrees and undertakes that it will contribute to, or cause to be contributed to, Bidco an amount equal to the equity commitments set out in Part 3 of Annex 1 (the “Midco Commitment”) in time for Bidco to satisfy the Payment Obligation, by way of direct capital contribution (which contribution may take the form of ordinary equity, preferred equity, other equity or debt securities or shareholder loan).

(b) It is agreed and understood that (i) the aggregate amount to be funded by the Investors hereunder will be reduced proportionately among the Investors, on a £-for-£ basis, in the event Bidco does not require all of the equity contemplated by the Equity Commitments (and therefore the Aggregator Commitment) to satisfy the Payment Obligation, and (ii) the Investors may reallocate the amounts of their respective Equity Commitments as set forth in Annex 1 to another Investor at any time and from time to time if and to the extent that, after giving effect to each such reallocation, the Investors’ aggregate liability hereunder shall not be less than the excess, if any, of the aggregate amount of the Equity Commitments over the aggregate amount previously paid by the Investors to the Aggregator pursuant to this letter agreement (and not withdrawn, extracted, repaid or redeemed); provided, however, that: (A) after giving effect to any such reduction, reallocation or amendment, the representations and warranties given by each Investor remain true, and (B) the value of the Equity Commitments provided to the Aggregator remains not less than \$1,548,301,695 until such time as the Aggregator has received an amount which is not less than £1,325,413,293.35.

(c) The Investors’ aggregate liability pursuant to this letter agreement and in connection with the Transaction shall be limited to the amount of the excess, if any, of the aggregate amount of the Equity Commitments over the aggregate amount previously paid by the Investors to the Aggregator pursuant to this letter agreement (and not withdrawn, extracted, repaid or redeemed) and so available to satisfy the Payment Obligation. None of the Investors will have any Liability (as defined in Paragraph 8) under or in respect of the Equity Commitment of any other Investor (including in the event of the breach by any other Investor of its obligation or liability hereunder).

(d) The Aggregator's liability pursuant to this letter agreement and in connection with the Transaction shall be limited to the amount of the excess, if any, of the aggregate amount of the Aggregator Commitment over the aggregate amount previously paid by the Aggregator to Midco pursuant to this letter agreement (and not withdrawn, extracted, repaid or redeemed) and so available to satisfy the Payment Obligation.

(e) Midco's liability pursuant to this letter agreement and in connection with the Transaction shall be limited to the amount of the excess, if any, of the aggregate amount of the Midco Commitment over the aggregate amount previously paid by Midco to Bidco pursuant to this letter agreement (and not withdrawn, extracted, repaid or redeemed) and so available to satisfy the Payment Obligation.

(f) Notwithstanding anything that may be expressed or implied in this letter agreement, no Investor shall be liable or otherwise obligated to pay, whether by way of damages for breach, pursuant to its respective Equity Commitment or otherwise, any amount greater than the amount of its respective Equity Commitment.

(g) Notwithstanding anything that may be expressed or implied in this letter agreement, the Aggregator shall not be liable or otherwise obligated to pay, whether by way of damages for breach, pursuant to the Aggregator Commitment or otherwise, any amount greater than the amount of the Aggregator Commitment.

- (h) Notwithstanding anything that may be expressed or implied in this letter agreement, Midco shall not be liable or otherwise obligated to pay, whether by way of damages for breach, pursuant to the Midco Commitment or otherwise, any amount greater than the amount of the Midco Commitment.
2. The obligation of the Investors to fund their respective Equity Commitments as provided in Paragraph 1 (and the Aggregator to fund the Aggregator Commitment, and Midco to fund the Midco Commitment) is subject to the Scheme becoming Effective (as defined in the Announcement) (or, following a switch to a Takeover Offer, the Takeover Offer becoming or being declared wholly unconditional).
  3. Each Investor hereby represents and warrants to the Aggregator, Midco and Bidco as follows:
    - (a) such Investor is duly organized, validly existing and in good standing (to the extent its jurisdiction of organization recognizes the concept of good standing) under the laws of its jurisdiction of organization;
    - (b) the execution, delivery and performance of this letter agreement by such Investor is within its corporate, partnership or limited liability company powers and has been duly authorized by all necessary action, and no other proceedings or actions on the part of such Investor are necessary to perform its obligations hereunder;
    - (c) this letter agreement is a valid and binding obligation of such Investor, enforceable against it in accordance with its terms, except as may be limited by any bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws affecting the enforcement of creditors' rights generally or by general principles of equity; and
    - (d) the execution, delivery and performance by such Investor of this letter agreement does not and will not (1) violate the organizational documents of such Investor, (2) violate any applicable law or court or governmental order to which such Investor or any of its assets are subject or (3) require any consent or other action by any person under, constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in any breach of or give rise to any right of termination, cancellation, amendment or acceleration of, any right or obligation of such Investor, except for such violations, consents, actions, defaults, rights or obligations which would not adversely affect such Investor's ability to perform its obligations hereunder.
  4. Each Investor represents, warrants and undertakes to the Aggregator, Midco and Bidco that it has the financial capacity to pay and perform its obligations under this letter agreement, and all funds necessary for such Investor to fulfil its obligations under this letter agreement shall be available to such Investor for so long as this letter agreement shall remain in effect in accordance with Paragraph 6.
  5. The Aggregator agrees that its sole right under this letter agreement is to seek specific performance against the Investors of their respective obligations to fund to the Aggregator the amount of their respective Equity Commitments as and when required to be funded on the terms and subject to the conditions set forth in this letter agreement, and that the Aggregator shall have no other right or remedy against the Investors under this letter agreement. Midco agrees that its sole right under this letter agreement is to seek specific performance against the Aggregator of its obligation to fund to Midco the Aggregator Commitment as and when the Equity Commitments have been funded to the Aggregator by the Investors on the terms and subject to the conditions set forth in this letter agreement, and that Midco shall have no other right or remedy against the Aggregator or the Investors under this letter agreement. Bidco agrees that its sole right under this letter agreement is to seek specific performance against Midco of its obligation to fund to Bidco the Aggregator Commitment as and when the Equity

Commitments have been funded to the Aggregator by the Investors on the terms and subject to the conditions set forth in this letter agreement. For the avoidance of doubt, the Equity Commitments will be funded (directly or indirectly) to the Aggregator, and the Aggregator Commitment will be funded by the Aggregator to Midco, and then from Midco to Bidco.

6. This letter agreement, and the obligations of the Investors to fund their respective Equity Commitments (and of the Aggregator to fund the Aggregator Commitment), shall terminate and be of no further force or effect immediately and automatically upon the earliest to occur of (i) the Scheme not becoming effective, or lapsing, in accordance with its terms and Bidco publicly confirming that it does not intend to implement the Transaction by way of a Takeover Offer (or, in the case of a Takeover Offer, the Takeover Offer not becoming or being declared wholly unconditional, or lapsing in accordance with its terms); (ii) Bidco announcing, with the consent of the Panel, that it does not intend to proceed with the Transaction; and (iii) such time as the Investors contribute to, or cause to be contributed to, Bidco their respective Equity Commitments (as reduced or reallocated in accordance with Paragraph 1). Notwithstanding anything to the contrary in this letter agreement, Paragraphs 7 to 15 (inclusive) shall survive indefinitely any termination of this letter agreement.
7. Nothing in this letter agreement, express or implied, is intended to confer on any person, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this letter agreement, except that, subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999, each Non-Liable Person (as defined in Paragraph 8(a)) shall be entitled to enforce the terms of Paragraph 8, but subject always to the other provisions of this letter agreement; provided that the parties hereto shall be entitled to amend or waive the terms of this letter agreement without the consent of any such Non-Liable Persons. None of the Aggregator's, Midco's or Bidco's creditors shall have any right to enforce this letter agreement or to cause the Aggregator, Midco or Bidco to enforce this letter agreement, and each of the Aggregator, Midco and Bidco hereby agrees, on behalf of itself and its successors, that in the event of any attempted enforcement of this letter agreement by it in circumstances where it is controlled by its creditors, it waives all rights hereunder. No term of this letter agreement shall be enforceable by a third party except as described in this Paragraph 7.
8. Notwithstanding anything that may be expressed or implied in this letter agreement, each of the parties, by its acceptance of the terms hereof, covenants, agrees and acknowledges that, except as expressly provided in any document or instrument delivered in connection with the Transaction:
  - (a) no person other than the Aggregator, Midco, Bidco and the Investors shall have any liability, obligation or commitment of whatever nature, known or unknown, whether due or to become due, assigned or unassigned, absolute, contingent or otherwise (whether by or through attempted piercing of the corporate veil, by or through any claim (whether in tort, contract or otherwise) made by or on behalf of Bidco against Midco, or Bidco or Midco against the Aggregator, or the Aggregator, Bidco or Midco against an Investor, by the enforcement of any assessment, by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, or otherwise) (i) hereunder or in connection herewith or (ii) for any representation, statement, assurance, covenant, undertaking, warranty, promise, forecast, indemnity, guarantee or commitment (whether contractual or otherwise, whether negligent or otherwise and whether or not in writing) (a "Representation") arising out of or in connection with this letter agreement ((i) and (ii) collectively, "Liability"), and that no recourse in respect of any Liability shall be had against, and no personal Liability whatsoever shall attach to, be imposed on or otherwise be incurred by, any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or affiliate of the Aggregator, Midco, Bidco or any Investor or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or affiliate of any

of the foregoing (the “Non-Liable Persons”), and that none of the Aggregator, Midco or Bidco shall institute, and each shall cause its affiliates not to institute, any proceeding or bring any other claim (whether in tort, contract or otherwise) arising under, or in connection with, this letter agreement, or in respect of any oral representations made or alleged to be made or any documents or instruments delivered in connection herewith, against any Non-Liable Person. Nothing in this Paragraph 8 shall be deemed in any way to limit or restrict the Investors, the Aggregator or Midco from exercising any rights they may have against any of their respective Non-Liable Persons in connection with the satisfaction of any amounts payable hereunder; and

(b) it has not entered into this letter agreement in reliance on, or been induced to do so by, and will not be entitled to, and will not, bring any claims in relation to, any Representation other than as expressly set forth herein and that its only right and remedy in relation to any such Representation and otherwise in connection with this letter agreement will be for breach of the terms of this letter agreement to the exclusion of all other rights and remedies (including those in tort or arising under statute).

9. Neither this letter agreement nor any of the rights and benefits hereunder shall be assigned or otherwise transferred, in whole or in part, by any party hereto without the prior written consent of the other parties hereto. Notwithstanding the foregoing, each Investor may assign all or a portion of its obligation to fund its Equity Commitment to any affiliate of such Investor; provided, however, that any such assignment shall not relieve such Investor of its obligations under this letter agreement and such Investor shall continue to benefit from all of its rights under this letter agreement.
10. The parties hereto acknowledge and agree that each provision of this letter agreement is an essential and integral part of the entire agreement and understanding among the parties hereto in respect of the subject matter hereof. Accordingly, if any term or other provision of this letter agreement is adjudicated to be invalid or unenforceable, all of the other terms or provisions of this letter agreement shall be void.
11. This letter agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, written or oral, between them in respect thereof, including the equity commitment letter dated 17 May 2022 between the Investors, Midco and Bidco.
12. The obligations of the Investors under this letter agreement are several, and not joint or joint and several, obligations of each Investor.
13. In the event that a Takeover Offer is implemented by Bidco (with Panel consent), we confirm and agree that, subject to Paragraph 6, this letter agreement shall continue to be valid and legally binding and all references (a) to the Scheme shall, where the context permits, be read as references to the Takeover Offer; (b) to the Scheme becoming Effective shall be read as the Takeover Offer becoming or being declared unconditional in all respects; and (c) to the Scheme lapsing or being withdrawn shall be read as the closing or lapsing of the Takeover Offer.
14. This letter agreement and all matters arising out of or relating in any way whatsoever (whether in contract, tort or otherwise) to this letter agreement shall be governed by and construed in accordance with English law. All disputes arising out of or in connection with this letter agreement shall be finally settled under the Rules of Arbitration of the London Court of International Arbitration (“LCIA”) by three arbitrators. The claimant(s) shall nominate one arbitrator to be approved by the LCIA Court in accordance with the LCIA Rules. The respondent(s) shall nominate one arbitrator to be approved by the LCIA Court in accordance with the LCIA Rules. The third arbitrator, who shall act as the chairman of the tribunal, shall be nominated by agreement of the two party-appointed arbitrators, reached in consultation with the parties, within twenty (20) days of the confirmation of the appointment of the second

arbitrator, or in default of such agreement, appointed by the LCIA Court. In the event that any party fails to nominate an arbitrator in accordance with the foregoing, then the LCIA Court shall nominate an arbitrator on behalf of the party that has failed to nominate an arbitrator. The place of arbitration shall be London, England. The language of the arbitration shall be English.

15. This letter agreement may be executed in counterparts.
16. All amounts under this letter agreement shall be delivered in full on the terms and conditions set out herein and without any set-off, counterclaim, deduction or withholding.
17. The parties hereto irrevocably and unconditionally waive any right to rescind or repudiate this letter agreement.
18. Time is of the essence for all obligations, times, dates and periods in this letter agreement.

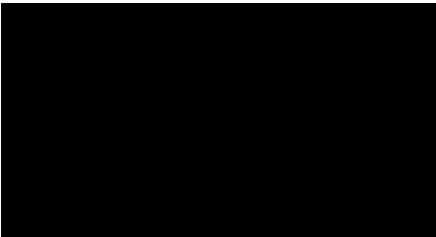
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Yours faithfully,

**KKR GLOBAL INFRASTRUCTURE INVESTORS IV (USD) SCSp**

By: KKR Associates Infrastructure IV SCSp  
its General Partner

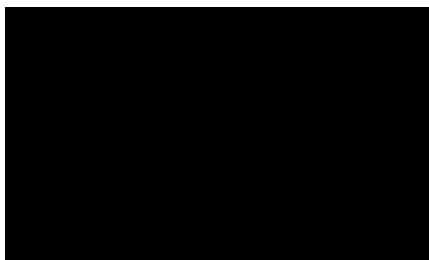
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its General Partner



**KKR GLOBAL INFRASTRUCTURE INVESTORS IV (EUR) SCSp**

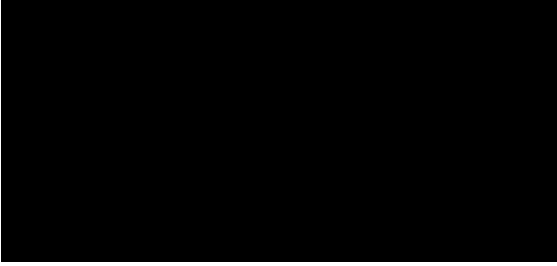
By: KKR Associates Infrastructure IV SCSp  
its General Partner

By: KKR Infrastructure IV S.à r.l.,  
its General Partner



KKR Cretaceous Aggregator L.P.

By: KKR Cretaceous Aggregator GP LLC, its general partner





Cretaceous Midco Limited



Accepted and Agreed as of the date first above written:

Cretaceous Bidco Limited



## Annex 1

### Part 1

#### Equity Commitments

Investor	Equity Commitment
KKR Global Infrastructure Investors IV (USD) SCSp	\$1,548,301,695
KKR Global Infrastructure Investors IV (EUR) SCSp	£105,413,293.35

### Part 2

#### Aggregator Commitment

Entity	Aggregator Commitment
KKR Cretaceous Aggregator L.P.	£1,325,413,293.35

### Part 3

#### Midco Commitment

Entity	Midco Commitment
Cretaceous Midco Limited	£1,325,413,293.35