

**This letter is important and explains the impact of the Acquisition on your Vested Share Options and what you need to do. Please read this letter carefully as it requires your immediate attention.**

If you are in any doubt as to the contents of this letter, or the action you should take, you are recommended to seek your own financial advice immediately from a stockbroker, bank manager, solicitor, accountant or other independent financial or legal adviser authorised under the Financial Services and Markets Act 2000, if you are in the United Kingdom, or from another appropriately authorised independent financial adviser if you are taking advice in a territory outside the United Kingdom.

27 June 2022



Dear Participant

**Vested Share Options granted under the ContourGlobal plc Long Term Incentive Plan 2017 (“LTIP”) and the recommended cash offer for ContourGlobal plc by Cretaceous Bidco Limited**

As you know, the boards of ContourGlobal plc (“**ContourGlobal**”) and Cretaceous Bidco Limited (“**Bidco**”) announced on 17 May 2022 that they had reached agreement on the terms of a recommended cash acquisition by Bidco for the entire issued and to be issued ordinary share capital of ContourGlobal (the “**Acquisition**”). Bidco is a newly formed company indirectly owned by funds advised by Kohlberg Kravis Roberts & Co. L.P. and its affiliates (“**KKR**”).

**ACTION REQUIRED: You will need to take action to realise value from any Vested Share Options that you hold, as this will NOT happen automatically.**

**You can do so by following the normal process to exercise your Vested Share Options via the Equiniti share portal before your Vested Share Options lapse.**

**PLEASE NOTE THAT IF YOU TAKE NO ACTION YOUR VESTED SHARE OPTIONS WILL LAPSE ONE MONTH AFTER COURT SANCTION AND YOU WILL NOT RECEIVE ANY VALUE.**

**Further details about your choices are explained in section 6 of this letter.**

**1. Why are we writing to you?**

We are writing to explain how the Acquisition will affect your Vested Share Options and the decisions you need to make. This letter covers vested Performance Share Options, vested Restricted Share Options and vested Deferred Bonus Options, including Performance Share Options and Restricted Share Options which vested in the normal course on 17 June 2022, (together “**Vested Share Options**”).

Please read everything in this letter and the Appendix carefully. **Their contents are very important.**

If you hold unvested options or awards under the LTIP you will receive separate letters about the effect of the Acquisition on your other options or awards. Please also read those letters carefully.

## **2. The Acquisition**

The Acquisition will result in ContourGlobal and its subsidiaries becoming wholly-owned subsidiaries of Bidco. The Acquisition will take place through what is called a “scheme of arrangement” (the “**Scheme**”). This is a procedure that is subject to approval by ContourGlobal Shareholders and the Court. In particular, as part of the Acquisition, the Court will sanction the Scheme on a date referred to in this letter as “**Court Sanction**”. Once the date of Court Sanction is known, ContourGlobal will announce this via a Regulatory Information Service. That announcement will be made available on ContourGlobal’s website at <https://www.contourglobal.com/rns-filings>).

Court Sanction is not the date on which the Acquisition will be completed. The Acquisition is currently expected to complete a couple of days after Court Sanction (“**Completion**”).

Further information about the Scheme is set out in the Scheme Document sent to ContourGlobal Shareholders on 13 June 2022. This letter should be read together with the Scheme Document. A copy of the Scheme Document is available on ContourGlobal’s website at <https://www.contourglobal.com/recommended-offer-kkr>.

You will find a list of definitions in the Appendix which explains the key defined terms used in this letter. Terms defined in the Scheme Document will have the same meaning in this letter unless specified otherwise.

## **3. What are the terms of the Acquisition?**

The terms of the Acquisition are set out in full in the Scheme Document. In summary, ContourGlobal Shareholders will be entitled to receive the Offer Price for each ContourGlobal Share they own at the Scheme Record Time.

## **4. When is Completion due to take place?**

Completion is currently expected to take place in the fourth quarter of 2022. An expected timeline of key events is available in the Scheme Document.

## **5. How will the Acquisition affect my Vested Share Options?**

**You will need to take action to realise value from your Vested Share Options as this will not happen automatically. If you do not take any action, your Vested Share Options will lapse one month after Court Sanction unless they lapse earlier.**

Normally your Vested Share Options would be exercisable up to the tenth anniversary of the date of grant, unless they lapse earlier under the rules of the LTIP. However, as a result of the Acquisition the exercise period for your Vested Share Options will end early. Your Vested Share Options will cease to be exercisable one month after Court Sanction (unless they lapse earlier in accordance with the rules of the LTIP).

If performance conditions were applicable to your Vested Share Options, the Remuneration Committee has already assessed to what extent these have been satisfied. The Acquisition will not affect the number of ContourGlobal Shares you may acquire on exercise of your Vested Share Options.

If you exercise your Vested Share Options, ContourGlobal Shares will be transferred to you. The number of ContourGlobal Shares you receive will be increased to reflect the value of the dividends that would have been paid on those ContourGlobal Shares between the date of grant and the date of vesting.

Any ContourGlobal Shares that you hold at the Scheme Record Time, including any ContourGlobal Shares you may acquire if you exercise your Vested Share Options prior to the Scheme Record Time, will be acquired by Bidco under the Acquisition and you will receive the Offer Price in cash per ContourGlobal Share.

If you exercise your Vested Share Options after the Scheme Record Time but within one month following Court Sanction, ContourGlobal Shares will be issued or transferred to you and will be automatically acquired by Bidco. You will receive the Offer Price for each ContourGlobal Share. For the avoidance of doubt, if you decide to exercise your Vested Share Options in these circumstances you will receive the same cash proceeds as are payable for ContourGlobal Shares transferred pursuant to the Scheme, but at a later date.

## **6. What do I need to do to realise value from my Vested Share Options?**

You can exercise your Vested Share Options at any time until one month after Court Sanction (subject to any earlier lapse date). You can do this by completing an online exercise instruction on the Equiniti share portal in the usual way. For further details, please see your vesting communications or contact Equiniti using the details below. The relevant deadline will be advised once the date of Court Sanction is known.

If you exercise your Vested Share Options and sell your ContourGlobal Shares on exercise, the ContourGlobal Shares will be sold at the market value on the date of sale and the cash proceeds will be paid to you as soon as reasonably practicable after the date of exercise, less any income tax and social security contributions that ContourGlobal is required to withhold and any applicable fees.

Please note that dealings through Equiniti's share portal will be suspended approximately one week before Court Sanction. From that point you will no longer be able to sell your ContourGlobal Shares through the Equiniti share portal. Accordingly, if you wish to exercise your Vested Share Options or sell any ContourGlobal Shares before Court Sanction, you need to submit your instruction no later than one week before Court Sanction.

Please note that you cannot opt out of the Scheme and retain ContourGlobal Shares. If Court Sanction occurs and you exercise your Vested Share Options, any ContourGlobal Shares that you hold will be automatically acquired by Bidco and you will receive the Offer Price in cash per ContourGlobal Share. If you do not exercise your Vested Share Options by one month after Court Sanction (at the latest, and subject to any earlier lapse date), your Vested Share Options will lapse and you will not receive any value.

## **7. When will I receive the money? And in what currency?**

If you exercise your Vested Share Options and sell your ContourGlobal Shares before Court Sanction, you will be paid as soon as reasonably practicable after the date of sale in the normal way.

If you exercise your Vested Share Options and hold on to your ContourGlobal Shares, any ContourGlobal Shares that you hold at the Scheme Record Time will be acquired by Bidco under the Acquisition and you will receive the Offer Price in cash per ContourGlobal Share. You will be able to access the funds as soon as reasonably practicable once the funds are received from Bidco after Completion – this is expected to be within 14 days of Completion.

In each case, you will be able to access the funds through the Equiniti global nominee. You will be asked to confirm your bank details and select your preferred currency for payment. If you select a currency other than GBP, the amount per ContourGlobal Share received may vary, depending on the prevailing exchange rate, and any risk associated with this will be taken by you.

If you exercise your Vested Share Options after the Scheme Record Time, the ContourGlobal Shares you receive will be automatically sold to Bidco and the cash proceeds due to you will be paid as soon as practicable after funds are received by ContourGlobal on your behalf from Bidco.

## **8. What if the Acquisition does not go ahead?**

If Court Sanction does not happen for any reason, your Vested Share Options will continue to be exercisable until they lapse under the rules of the LTIP. If you exercise your Vested Share Options before Court Sanction and Completion then does not happen, any ContourGlobal Shares you hold will not be sold under the Scheme.

## **9. What if I leave employment with the ContourGlobal Group?**

If you leave employment with the ContourGlobal Group before exercising your Vested Share Options, or if you have already left as a “good leaver”, the leaver provisions under rule 11 of the LTIP will apply in the normal way. This means that:

- (A) if you leave employment with the ContourGlobal Group and do not qualify as a “good leaver” under rule 11 of the LTIP, your Vested Share Options will lapse on the date your employment ceases. Whether you are a “good leaver” will depend on the circumstances in which you leave employment and the type of Vested Share Options you hold; or
- (B) if you leave employment with the ContourGlobal Group and qualify as a “good leaver” under rule 11 of the LTIP, your Vested Share Options will be exercisable until the earlier of: (i) one month after Court Sanction; and (ii) the date specified in your leaver documentation.

## **10. What if I am a PDMR or an insider?**

If you are a Person Discharging Managerial Responsibilities (“**PDMR**”) or a restricted person under the ContourGlobal Dealing Code and Dealing Procedures Manual (the “**Dealing Code**”),

or you have otherwise been told that the Dealing Code applies to you, you must obtain permission to exercise your Vested Share Options under the Dealing Code before you submit an instruction. You can seek permission to deal by following the process set out in the Dealing Code. However, unless exceptional circumstances exist it is unlikely that you will be granted permission to deal whilst you are an insider or, if you are a PDMR or closely associated person of a PDMR, during a closed period.

#### **11. What are the tax implications?**

As the tax rules for each country are different, the final amount of tax and social security contributions you will have to pay depends on where you are resident for tax purposes.

A tax summary was provided to you at the time your Vested Share Options were granted. Any tax and social security contributions due may be withheld by ContourGlobal and/or be payable via your personal tax return, depending on where you are resident. Please note that even if tax has been deducted you may still have to report the receipt and sale of your ContourGlobal Shares on your personal tax return.

This information is intended as a general guide only and does not constitute tax advice to any individual participant. Please remember that tax law can and often does change, and you should not necessarily assume the current tax position will continue. **We strongly recommend that if you are unsure how your Vested Share Options will be taxed you seek advice from an independent financial or tax adviser in your country.**

Please note that none of ContourGlobal, Bidco or Equiniti can provide you with legal, personal tax or financial advice. If you are in any doubt as to the contents of this letter or the action you should take, you are recommended to seek your own financial advice immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000 if you are in the United Kingdom, or from another appropriately authorised independent financial adviser if you are taking advice in a territory outside the United Kingdom.

#### **12. What if I hold ContourGlobal Shares from a previous exercise of vested share options?**

If you hold ContourGlobal Shares from previous vested share option exercises that are held by Equiniti's global nominee, you have been contacted separately by Equiniti. ContourGlobal Shares which are held at the Scheme Record Time will automatically be purchased in the Acquisition by Bidco for the Offer Price in cash per ContourGlobal Share. The same is true if you hold share certificates for your ContourGlobal Shares. More detail is included in the Scheme Document.

#### **13. What if I have any questions?**

If you have any questions that relate to your Vested Share Options, how to access your Equiniti account, what your choices are or how to complete your online exercise request on the Equiniti share portal, please contact the Equiniti helpline on (0)371384 2030 (UK) or +44 (0)1214157047 (if calling from outside UK). Lines are open 08:30 – 17:30 Monday to Friday, excluding weekends and UK Bank Holidays. Please note that no legal, tax or financial advice on the merits of the Acquisition or its effect on your Vested Share Options can be provided.

Details of your Vested Share Options are available to view on the Equiniti share portal.

To login to your account you will need to do the following:

- access the portal at: <https://premier.equiniti.com/contourglobal>;
- enter your username; and
- then enter your password (when you first registered you will have been asked to create a password). If you have forgotten your password, select '*Reset your password?*' and you will be asked some security questions before being prompted to re-set your password.

If you are yet to register on the portal:

- go to <https://premier.equiniti.com/contourglobal>;
- click the '*Register*' button;
- enter the '*Token*' – this is the unique token provided to you in the welcome email you will have previously received. If you can't find the token please contact the Equiniti helpline; and
- follow the steps to complete registration.

Please register using your company email address if possible so that your activation code can be emailed to you immediately following your registration. If you use a personal email address the activation will be posted to you which may cause some delays.

Once logged in to your account you will need to:

- view the '*Dashboard*' page;
- you will see a section called '*Available instructions*', below which will be a heading which says '*Corporate Action Journey*';
- click the link next to '*Corporate Action Journey*' which says '*Make your choice*' – this will take you to the online exercise instruction; and
- follow the steps to complete your online exercise instruction.

If you experience any difficulties registering or logging in, please contact the Equiniti helpline.

#### **14. Proposal: Recommendation**

**The ContourGlobal Directors recommend that you exercise your Vested Share Options before they lapse. You should, however, consider your own personal circumstances, including your tax position, when deciding your preferred timing for exercising your Vested Share Options.**

The ContourGlobal Directors, who have been so advised by Goldman Sachs International and Evercore as to the financial terms of the proposal, consider the terms of the proposal set out in this letter to be fair and reasonable in the context of the Acquisition. In providing their advice to the ContourGlobal Directors, Goldman Sachs International and Evercore have taken into account the commercial assessments of the ContourGlobal Directors. Evercore is providing independent financial advice to the ContourGlobal Directors for the purposes of Rule 15(b) of the Takeover Code.

**15. Important notes**

Nothing in this letter or the Appendix constitutes financial advice to any holder of shares, share awards or share options in ContourGlobal or Bidco.

If you have received this letter electronically, you may request a hard copy of this letter, free of charge, by contacting Equiniti on (0)3713842030 (UK) or +44 (0)1214157047 (if calling from outside UK) or writing to: Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA. You may also request that all future documents, announcements and information to be sent to you in relation to the Acquisition should be in hard copy form.

If there is a conflict between the information in this letter and the Appendix and the rules of the LTIP or any relevant legislation, the rules and the legislation will prevail.

Yours faithfully



For and on behalf of  
ContourGlobal plc

Yours faithfully



For and on behalf of  
Cretaceous Bidco Limited

## Appendix

### A brief explanation of some definitions

**“Acquisition”** means the proposed acquisition by Bidco of the entire issued, and to be issued, share capital of ContourGlobal not already owned or controlled by the Bidco Group, to be implemented by means of the Scheme, and where the context admits, any subsequent revision, variation, extension or renewal thereof;

**“Bidco”** means Cretaceous Bidco Limited, a newly-incorporated private limited company incorporated in England and Wales;

**“Bidco Directors”** means the directors of Bidco whose names are set out in paragraph 2.2 of Part VIII of the Scheme Document;

**“Bidco Group”** means Bidco and its parent undertakings and its and such parent undertakings’ subsidiary undertakings and associated undertakings;

**“Business Day”** means a day, not being a public holiday, Saturday or Sunday, on which clearing banks in London are open for normal business;

**“Completion”** means the date on which the Scheme becomes effective in accordance with its terms;

**“ContourGlobal”** means ContourGlobal plc;

**“ContourGlobal Directors”** means the directors of ContourGlobal, whose names are set out in paragraph 2.1 of Part VIII of the Scheme Document;

**“ContourGlobal Group”** means ContourGlobal and its subsidiaries and subsidiary undertakings and, where the context permits, each of them;

**“ContourGlobal Shareholders”** means the holders of ContourGlobal Shares from time to time;

**“ContourGlobal Shares”** means ordinary shares of £0.01 each in the capital of ContourGlobal;

**“Court”** means the High Court of Justice in England and Wales;

**“Court Sanction”** means the date on which the Court sanctions the Scheme under section 899 of the Companies Act 2006;

**“Deferred Bonus Option”** means a right to acquire ContourGlobal Shares granted as a Deferred Bonus Award under the LTIP in the form of a nil-cost option (including any such option granted after the date of this letter);

**“KKR Responsible Persons”** means the persons named as such in paragraph 2.3 of Part VIII of the Scheme Document;

“**LTIP**” means the ContourGlobal plc Long Term Incentive Plan, as adopted by the board of directors of ContourGlobal on 8 November 2017 and as amended from time to time;

“**Offer Price**” means 259.6 pence that ContourGlobal Shareholders will be entitled to receive in cash for each ContourGlobal Share they own at the Scheme Record Time (or such higher price as may be agreed by ContourGlobal and Bidco, but if any dividends are declared by ContourGlobal between 17 May 2022 and Completion, Bidco may reduce the price by the amount of the dividend);

“**Performance Share Option**” means a right to acquire ContourGlobal Shares granted under the LTIP in the form of a nil-cost option that is subject to performance conditions, including Project Options (including any such option granted after the date of this letter);

“**Project Option**” means a right to acquire ContourGlobal Shares granted in connection with the Mexican CHP project on 11 August 2020 in the form of a nil-cost option;

“**Remuneration Committee**” means the remuneration committee of the board of directors of ContourGlobal;

“**Restricted Share Option**” means a right to acquire ContourGlobal Shares granted under the LTIP as a restricted share award in the form of a nil-cost option (including any such option granted after the date of this letter);

“**Scheme**” means the proposed scheme of arrangement under Part 26 of the Companies Act 2006 between ContourGlobal and holders of Scheme Shares (as defined in the Scheme Document), as set out in the Scheme Document, with or subject to any modification, addition or condition approved or imposed by the Court and agreed by ContourGlobal and Bidco;

“**Scheme Document**” means the document setting out the terms of the Scheme dated 13 June 2022 sent to ContourGlobal Shareholders;

“**Scheme Record Time**” means 6:00 p.m. (London time) on the Business Day immediately following Court Sanction (or such other date and/or time as ContourGlobal and Bidco may agree);

“**Takeover Code**” means the City Code on Takeovers and Mergers, as amended from time to time;

“**Vested Deferred Bonus Option**” means a Deferred Bonus Option which has vested and become exercisable in accordance with and subject to the rules of the LTIP;

“**Vested Performance Share Option**” means a Performance Share Option which has vested and become exercisable in accordance with and subject to the rules of the LTIP, including Performance Share Options which vested in the normal course on 17 June 2022;

“**Vested Restricted Share Option**” means a Restricted Share Option which have vested and become exercisable in accordance with and subject to the rules of the LTIP, including Restricted Share Options which vested in the normal course on 17 June 2022; and

**“Vested Share Options”** means Vested Deferred Bonus Options, Vested Performance Share Options and Vested Restricted Share Options.

## Important Notes

The release, publication or distribution of this letter and any accompanying documents (in whole or in part) in or into or from jurisdictions other than the United Kingdom may be restricted by the laws of those jurisdictions and therefore persons into whose possession this letter comes should inform themselves about, and observe, any such restrictions. Failure to comply with any such restrictions may constitute a violation of the securities laws of any such jurisdiction.

Goldman Sachs International, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, is acting exclusively for ContourGlobal and no one else in connection with the Acquisition and will not be responsible to anyone other than ContourGlobal for providing the protections afforded to clients of Goldman Sachs International or for providing advice in connection with the matters referred to in this letter. No representation or warranty, express or implied, is made by Goldman Sachs International as to the contents of this letter. Goldman Sachs International has given and not withdrawn its written consent to the issue of this letter with the inclusion of references to its name in the form and context in which they are included.

Evercore Partners International LLP ("**Evercore**"), which is authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting exclusively as financial adviser to ContourGlobal and no one else in connection with the Acquisition and will not be responsible to anyone other than ContourGlobal for providing the protections afforded to clients of Evercore nor for providing advice in connection with the matters referred to herein. Neither Evercore nor any of its subsidiaries, branches or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Evercore in connection with this letter, any statement contained herein, the Acquisition or otherwise. Apart from the responsibilities and liabilities, if any, which may be imposed on Evercore by the Financial Services and Markets Act 2000, or the regulatory regime established thereunder, or under the regulatory regime of any jurisdiction where exclusion of liability under the relevant regulatory regime would be illegal, void or unenforceable, neither Evercore nor any of its affiliates accepts any responsibility or liability whatsoever for the contents of this letter, and no representation, express or implied, is made by it, or purported to be made on its behalf, in relation to the contents of this letter, including its accuracy, completeness or verification of any other statement made or purported to be made by it, or on its behalf, in connection with ContourGlobal or the matters described in this letter. To the fullest extent permitted by applicable law, Evercore and its affiliates accordingly disclaim all and any responsibility or liability whether arising in tort, contract or otherwise (save as referred to above) which they might otherwise have in respect of this letter or any statement contained therein. Evercore has given and not withdrawn its written consent to the issue of this letter with the inclusion of references to its name in the form and context in which they are included.

This letter does not constitute, and may not be used for the purposes of, an offer to sell or an invitation or the solicitation of an offer to subscribe for or buy, any securities by any person in any jurisdiction: (a) in which such offer or invitation is not authorised; (b) in which the person making such offer or invitation is not qualified to do so; or (c) in which, or to any person to whom, it is unlawful to make such offer, solicitation or invitation or where the making of such offer, solicitation or invitation would impose any unfulfilled registration, qualification, publication or approval requirements on ContourGlobal, Bidco or any of their respective directors, officers, agents, affiliates and advisers. No action has been taken nor will be taken in any jurisdiction by any such

person that would permit a public offering of any securities in any jurisdiction where action for that purpose is required, nor has any such action been taken with respect to the possession or distribution of this letter other than in any jurisdiction where action for that purpose is required. Neither ContourGlobal nor Bidco nor their respective directors, officers, agents, affiliates or advisers accept any responsibility for any violation of any of these restrictions by any other person.

The ContourGlobal Directors, whose names are set out in paragraph 2.1 of Part VIII of the Scheme Document, accept responsibility for the information contained in this letter (including expressions of opinion), other than information for which responsibility is taken by the Bidco Directors, and the KKR Responsible Persons as set out below. To the best of the knowledge and belief of the ContourGlobal Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this letter for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Bidco Directors, whose names are set out in paragraph 2.2 of Part VIII of the Scheme Document, accept responsibility for the information contained in this letter (including any expressions of opinion) relating to Bidco, the Bidco Group, the Bidco Directors and their respective close relatives, related trusts of and persons connected with the Bidco Directors, and persons acting in concert with Bidco (as such term is defined in the Takeover Code). To the best of the knowledge and belief of the Bidco Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this letter for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

The KKR Responsible Persons, whose names are set out in paragraph 2.3 of Part VIII of the Scheme Document, each accept responsibility for the information contained in this letter, (including any expressions of opinion) relating to KKR, investment funds managed or affiliated with KKR, the Bidco Group, the Bidco Directors and their respective close relatives, related trusts of and persons connected with the Bidco Directors and persons acting in concert (as such term is defined in the Takeover Code) with Bidco. To the best of the knowledge and belief of the KKR Responsible Persons (who have taken all reasonable care to ensure that such is the case), the information contained in this letter (including any expressions of opinion) for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.