

BABCOCK INTERNATIONAL GROUP PLC

BABCOCK 2019 PERFORMANCE SHARE PLAN

Approved by shareholders of the Company on 18 July 2019

Adopted by the board of the Company on 18 July 2019

Amended by the board of the Company on 28 October 2023

[Amended by shareholders of the Company on 25 September 2025]

Expiry Date: 17 July 2029

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1. **DEFINITIONS AND INTERPRETATION**

1.1 In the Plan, unless the context otherwise requires:

"**Allocation**" means a conditional right to acquire Shares granted under the Plan;

"**Award**" means an Allocation or an Option;

"**Board**" means the board of directors of the Company or a duly authorised committee of the Board or a duly authorised person, or any successor entity;

"**Committee**" means the remuneration committee of the Board or, on and after the occurrence of a corporate event described in Rule 11 (*Takeovers and other corporate events*), the remuneration committee of the Board as constituted immediately before that event;

"**Company**" means Babcock International Group plc (registered in England and Wales with registered number 02342138);

"**Control**" means control within the meaning of section 719 of ITEPA;

"**Dividend Equivalent**" means a benefit calculated by reference to dividends paid on Shares as described in Rule 3.4;

"**Early Vesting Date**" means either:

- (a) the date a Participant ceases employment in the circumstances referred to in Rule 10.1 (*Good leavers*); or
- (b) a date of notification referred to in Rule 11.1 (*General offers*), the relevant event referred to in Rule 11.2 (*Schemes of arrangement and winding up*) or the date of Vesting referred to in Rule 11.3 (*Demergers and similar events*);

"**Exercise Period**" means the period referred to in Rule 6.2 during which an Option may be exercised;

"**Grant Date**" means the date on which an Award is granted;

"**Group Member**" means:

- (a) a Participating Company or a body corporate which is the Company's holding company (within the meaning of section 1159 of the Companies Act 2006) or a Subsidiary of the Company's holding company; and
- (b) a body corporate which is a subsidiary undertaking (within the meaning of section 1162 of that Act) of a body corporate within paragraph (a) above and has been designated by the Board for this purpose;

"**Holding Period**" means any period during which Rule 6.4 (*Holding Period*) will apply;

"**ITEPA**" means the Income Tax (Earnings and Pensions) Act 2003;

"**Listing Rules**" means the Listing Rules published by the United Kingdom Listing Authority;

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"**London Stock Exchange**" means London Stock Exchange plc or any successor to that company;

"**Normal Vesting Date**" means the date on which an Award vests under Rule 5.1;

"**Option**" means a right to acquire Shares granted under the Plan which is designated as an option by the Committee under Rule 3.2 (*Type of Award*);

"**Option Price**" means the amount, if any, payable on the exercise of an Option;

"**Participant**" means a person who holds an Award including his personal representatives;

"**Participating Company**" means the Company or any Subsidiary of the Company;

"**Performance Condition**" means a condition related to performance which is specified by the Committee under Rule 3.1 (*Terms of grant*);

"**Plan**" means the Babcock 2019 Performance Share Plan as amended from time to time;

"**Rule**" means a rule of the Plan;

"**Shares**" means fully paid ordinary shares in the capital of the Company;

"**Subsidiary**" means a body corporate which is a subsidiary (within the meaning of section 1162 of the Companies Act 2006);

"**Tax Liability**" means any amount of tax or social security contributions for which a Participant would or may be liable and for which any Group Member or former Group Member would or may be obliged to (or would or may suffer a disadvantage if it were not to) account to any relevant authority;

"**Vest**" means:

- (a) in relation to an Allocation, a Participant becoming entitled to have Shares transferred to him (or his nominee) subject to the Rules;
- (b) in relation to an Option, it becoming exercisable

and **Vesting** and **Vested Shares** shall be construed accordingly.

1.2 Any reference in the Plan to any enactment includes a reference to that enactment as from time to time modified, extended or re-enacted.

1.3 Expressions in italics and headings are for guidance only and do not form part of the Plan.

2. **ELIGIBILITY**

An individual is eligible to be granted an Award only if he is an employee (including an executive director) of a Participating Company.

3. GRANT OF AWARDS

3.1 Terms of grant

Subject to Rule 3.6 (*Timing of grant*), Rule 3.8 (*Approvals and consents*) and Rule 4 (*Limits*), the Committee may grant an Award to any person who is eligible to be granted an Award under Rule 2 on the terms set out in the Plan and any other terms (whether a Performance Condition, Holding Period or otherwise) as the Committee may specify.

3.2 Type of Award

On or before the Grant Date, the Committee shall determine whether an Award shall be an Allocation or an Option.

3.3 Method of grant

An Award shall be granted as follows:

- (a) an Allocation or an Option shall be granted by deed executed by the Company;
- (b) if an Award is an Option, the Committee shall determine the Option Price (if any) on or before the Grant Date.

3.4 Treatment of Dividends

The Committee may:

- (a) decide at any time that a Participant (or his nominee) shall be entitled to receive a benefit in cash and/or Shares determined by reference to the value of all or any of the dividends that would have been paid on the Vested Shares in respect of dividend record dates occurring during the period between the Grant Date and the date of Vesting. The Committee may decide to exclude the value of all or part of any special dividend from the amount of the Dividend Equivalent; or
- (b) grant an Award on terms whereby the number of Shares in the Award shall increase by deeming dividends paid on the Shares from the Grant Date to the date of Vesting in the case of an Allocation and the date of exercise in the case of an Option to have been reinvested in additional Shares on such terms as the Committee shall decide.

3.5 Method of satisfying Awards

Unless stated otherwise by the Committee on the Grant Date, an Award may be satisfied by:

- (a) the issue of new Shares; and/or
- (b) the transfer of treasury Shares; and/or
- (c) the transfer of Shares (other than the transfer of treasury Shares).

The Committee may decide to change the way in which it is intended that an Award be satisfied after it has been granted subject to Rule 4 (*Limits*).

3.6 **Timing of grant**

Subject to Rule 3.8 (*Approvals and consents*), an Award may only be granted:

- (a) in the 6 weeks beginning with:
 - (i) the date on which either the Plan or any amendment of the plan is approved by the shareholders of the Company; or
 - (ii) the dealing day after the date on which the Company announces its results for any period; or
- (b) at any other time when the Committee considers that circumstances are sufficiently exceptional to justify its grant

but an Award may not be granted after 17 July 2029, being the expiry of the period of 10 years beginning with the date on which the Plan is approved by the shareholders of the Company.

3.7 **Non-transferability and bankruptcy**

An Award granted to any person:

- (a) shall not be transferred, assigned, charged or otherwise disposed of except on his death to his personal representatives and shall lapse immediately on any attempt to do so; and
- (b) shall lapse immediately if he is declared bankrupt.

3.8 **Approvals and consents**

The grant of any Award shall be subject to obtaining any approval or consent required under the Listing Rules, any relevant share dealing code of the Company, the City Code on Takeovers and Mergers, or any other UK or overseas regulation or enactment.

4. **LIMITS**

4.1 **5 per cent. in 10 years limit**

An Award shall not be granted if, at the time of its proposed Grant Date, it would cause the number of Shares committed to be issued in the period of 10 financial years of the Company ending with the calendar year of grant under the Plan and under any other executive share plan adopted by the Company to exceed such number as represents 5 per cent. of the ordinary share capital of the Company in issue at that time.

4.2 **10 per cent. in 10 years limit**

An Award shall not be granted if, at the time of its proposed Grant Date, it would cause the number of Shares committed to be issued in the period of 10 financial years of the Company ending with the calendar year of grant under the Plan and under any other employee share plan adopted by the Company to exceed such number as represents 10 per cent. of the ordinary share capital of the Company in issue at that time.

4.3 **Scope of limits**

For the purposes of calculating the limits in Rules 4.1 and 4.2, Shares will be ignored where an option, award or other contractual right to acquire unissued Shares or treasury Shares is released or lapses (whether in whole or in part) or the Committee decides to satisfy that option, award or other contractual right in cash or by the transfer of existing Shares (other than Shares transferred out of treasury).

4.4 **Individual limit**

- (a) The maximum total market value of Shares over which Awards may be granted to any employee during any financial year of the Company is 500%.
- (b) For the purpose of this Rule 4.4:
 - (i) an employee's **salary** shall be taken to be his or her base salary (excluding benefits in kind), expressed as an annual rate payable by the Participating Companies to him on the Grant Date. Where a payment of salary is made in a currency other than sterling, the payment shall be treated as equal to the equivalent amount of sterling determined by using any rate of exchange which the Committee may reasonably select; and
 - (ii) the **market value** of the Shares over which an Award is to be granted shall be taken to be an amount equal to the middle-market quotation of those Shares (as derived from the London Stock Exchange Daily Official List) on the dealing day before the Grant Date or, if the Committee determines, the average of the middle market quotations during a period determined by the Committee not exceeding the 5 dealing days before the Grant Date (provided such dealing day(s) do not fall within any period when dealings in Shares are prohibited under the Company's share dealing code).

4.5 **Effect of limits**

Any Award shall be limited and take effect so that the limits in this Rule 4 are complied with.

4.6 **Restriction on use of unissued Shares and treasury Shares**

No Shares may be issued or treasury Shares transferred to satisfy the Vesting of any Allocation or the exercise of any Option to the extent that the issue or transfer would cause the number of Shares allocated to exceed the limits in Rule 4.1 and Rule 4.2 except where there is a variation of share capital of the Company which results in the number of Shares allocated exceeding these limits solely due to that variation.

5. **VESTING OF AWARDS**

5.1 **Normal Vesting Date**

Subject to Rules 5.3 (*Restrictions on Vesting: regulatory and tax issues*), 5.6 and 5.7 (*Restrictions on Vesting: malus and clawback*), an Award shall Vest on the later of:

- (a) the date on which the Committee determines whether or not any Performance Condition and any other condition imposed on the Vesting of the Award has been satisfied (in whole or part); and

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- (b) the third anniversary of the Grant Date or such other date of Vesting as is set by the Committee on the Grant Date

except where earlier Vesting occurs under Rule 10 (*Leavers*) or Rule 11 (*Takeovers and other corporate events*).

5.2 Extent of Vesting

An Award shall only Vest to the extent:

- (a) that any Performance Condition is satisfied on the Normal Vesting Date or, if appropriate, the Early Vesting Date;
- (b) permitted by any other term imposed on the Vesting of the Award;
- (c) in relation to Vesting before the Normal Vesting Date, as permitted by Rule 10.3 (*Leavers: reduction in number of Vested Shares*) and Rule 11.5 (*Corporate Events: reduction in number of Vested Shares*)

provided that the Committee may, in its absolute discretion, adjust (including by reducing to nil) the extent of Vesting, if it considers that the outcome:

- (i) does not reflect the underlying financial or non-financial performance of the Participant or the Group over the performance period; or
- (ii) is not appropriate in the context of circumstances that were unexpected or unforeseen at the commencement of the performance period; and
- (iii) considering, in its absolute discretion, any other matters that it decides are appropriate.

5.3 Restrictions on Vesting: regulatory and tax issues

An Award shall not Vest unless and until the following conditions are satisfied:

- (a) the Vesting of the Award, and the issue or transfer of Shares after such Vesting would be lawful in all relevant jurisdictions and in compliance with the Listing Rules, any relevant share dealing code of the Company, the City Code on Takeovers and Mergers and any other relevant regulation or enactment;
- (b) if, on the Vesting of the Award, a Tax Liability would arise by virtue of such Vesting and the Committee decides that such Tax Liability shall not be satisfied by the sale of Shares pursuant to Rule 5.5 (*Payment of Tax Liability*) then the Participant must have entered into arrangements acceptable to the Committee that the relevant Group Member will receive the amount of such Tax Liability;
- (c) the Participant has entered into such arrangements as the Committee requires (and where permitted in the relevant jurisdiction) to satisfy a Group Member's liability to social security contributions in respect of the Vesting of the Award; and
- (d) where the Committee requires, the Participant has entered into, or agreed to enter into, a valid election under Part 7 of ITEPA (*Employment income: elections to disapply*

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tax charge on restricted securities) or any similar arrangement in any overseas jurisdiction.

For the purposes of this Rule 5.3, references to Group Member include any former Group Member.

5.4 Tax liability before Vesting

If a Participant will, or is likely to, incur any Tax Liability before the Vesting of an Award then that Participant must enter into arrangements acceptable to any relevant Group Member to ensure that it receives the amount of such Tax Liability. If no such arrangement is made then the Participant shall be deemed to have authorised the Company to sell or procure the sale of sufficient Shares subject to his Award to ensure that the relevant Group Member receives the amount required to discharge the Tax Liability and the number of Shares subject to the Award shall be reduced accordingly.

For the purposes of this Rule 5.4, references to Group Member include any former Group Member.

5.5 Payment of Tax Liability

The Participant authorises the Company to sell or procure the sale of sufficient Vested Shares on or following the Vesting of his Award to ensure that any relevant Group Member or former Group Member receives the amount required to discharge the Tax Liability which arises on Vesting except to the extent that the Committee decides that all or part of the Tax Liability shall be funded in a different manner.

5.6 Restrictions on Vesting: malus, clawback and suspension

Notwithstanding any other provision of the Plan:

(a) the Committee may decide at any time that the Participant shall be subject to:

- (i) malus before an Award Vests; and/or
- (ii) clawback for up to three years after an Award Vests,

as described in Rule 5.7 (*Operation of malus and clawback: general*).

(b) the Committee may exercise its discretion under this Rule 5.6 including (but without limitation) following:

- (i) a material misstatement of any material misstatement of the Group's financial results for any period;
- (ii) any Performance Condition attaching to an Award was assessed to have been satisfied (in whole or part) by the Committee as at Vesting and facts emerge which, if known at the time, would have resulted in reduced Vesting of the Award based on that Performance Condition;
- (iii) the Participant leaving employment after Vesting as a result of gross misconduct; and

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- (iv) the Participant leaving employment in circumstances in which the Award did not lapse and facts emerge which, if known at the time, would have caused the Award to lapse on leaving or caused the Committee to exercise any discretion under the Plan differently;
- (c) in addition, the Committee may, acting reasonably and in good faith, delay the Vesting of an Allocation or the exercise of an Option if, but for such delay there would, on Vesting or exercise, be a continuing enquiry or other procedure going on to determine whether exceptional circumstances exist and the Committee decides that further investigation is warranted.

5.7 Operation of malus and clawback: general

The Committee may decide to satisfy any malus and/or clawback as follows:

- (a) by reducing (including to zero if appropriate):
 - (i) the extent of vesting to which any subsisting awards held by the Participant under any employee share plan (other than a UK tax qualifying plan) operated by a Group Member would otherwise vest;
 - (ii) the extent to which any other subsisting Awards under the Plan held by the Participant would otherwise Vest;
 - (iii) the value of any future Award that would otherwise be granted to the Participant under the Plan or any future award under any employee share plan (other than a UK tax qualifying plan) operated by a Group Member; or
- (b) by forfeiting some or all Owned Shares and/or delaying the end of any Holding Period; or
- (c) by requiring the Participant to pay to such Group Member as the Committee may direct, and on such terms as the Committee may direct (including, but without limitation, on terms that the relevant amount is to be deducted from any payment to be made to the relevant individual by any Group Member), such amount as is required for the clawback to be satisfied in full.

6. CONSEQUENCES OF VESTING

6.1 Allocations

On or as soon as reasonably practicable after the Vesting of an Allocation, the Committee shall, subject to Rule 5.5 (*Payment of Tax Liability*) and any arrangement made under Rules 5.3(b) and 5.3(c) (*Restrictions on Vesting: regulatory and tax issues*), issue or procure the transfer of the Vested Shares to the Participant (or a nominee for him).

6.2 Options

- (a) An Option shall, subject to Rule 7.1 (*Restrictions on the exercise of an Option: regulatory and tax issues*), be exercisable in respect of Vested Shares from the date on which the Option Vests until 10 years from the Grant Date unless it lapses earlier under these Rules.

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- (b) If an Option is not exercised during the last 30 days of the Exercise Period because of any regulatory restrictions referred to in Rule 7.1 (*Restrictions on the exercise of an Option: regulatory and tax issues*), the Committee may extend the period during which the Option may be exercised to permit the Option to be exercised as soon as those restrictions end.

6.3 Dividend equivalent

If the Committee decided at any time under Rule 3.4(a) (*Treatment of Dividends*) that a Participant would be entitled to the Dividend Equivalent in relation to Shares under their Award, then the provision of the Dividend Equivalent to the Participant shall be made as soon as practicable after Vesting:

- (a) in the case of a cash payment, shall be subject to such deductions (on account of tax or similar liabilities) as may be required by law or as the Committee may reasonably consider to be necessary or desirable;
- (b) in the case of Shares, Rules 5.3 (*Restrictions on Vesting: regulatory and tax issues*), 5.5 (*Payment of Tax Liability*) and 5.6 and 5.7 (*Restrictions on Vesting: malus and clawback*) shall apply as if this was the Vesting of an Award.

6.4 Holding Period

If the Committee determines under Rule 3.1 (*Terms of grant*) that a Holding Period will apply to an Award, the Committee will determine whether:

- (a) Vesting will occur at the end of the Holding Period; or
- (b) the Holding Period will start immediately after Vesting and the Shares under Award will be issued or transferred into the beneficial ownership of the Participant following Vesting or exercise and held in accordance with this Rule ("**Owned Shares**")

in either case with the number of Shares which Vest being calculated following the end of the performance period.

6.5 Operation of Holding Period

Where a Holding Period applies:

- (a) Rule 10 (*Leavers*) shall not apply to the Award during the Holding Period except that an Award shall lapse if the Participant is dismissed for gross misconduct during that period; and
- (b) if a Tax Liability arises on the Award during the Holding Period, then Rule 5.5 (*Payment of Tax Liability*) will apply and the Holding Period will apply to the remainder of the Shares under Award;
- (c) the Holding Period will end on the earliest of the following:
 - (i) the date on which the Holding Period will normally end, as set by the Committee on the Grant Date;

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- (ii) the date on which the Committee decides that the number of Shares subject to a Holding Period is sufficiently small that the continuation of the Holding Period is not warranted;
- (iii) unless the Committee decides otherwise, if the Participant has died or left employment (before or after the start of the Holding Period) due to ill-health, injury or disability, as established to the satisfaction of the Company; and
- (iv) the date on which an event by virtue of which Rule 11 applies, unless the Award is exchanged.

6.6 Additional provisions for Owned Shares

The following will apply to Owned Shares during the Holding Period:

- (a) The Participant will be entitled to vote and to receive dividends and have all other rights of a shareholder in respect of the Owned Shares from the date he becomes the beneficial owner.
- (b) The Participant may not transfer, assign or otherwise dispose of the Owned Shares or any interest in them (or instruct anyone to do so) except in the case of:
 - (i) the sale of sufficient entitlements nil-paid in relation to a Share to take up the balance of the entitlements under a rights issue;
 - (ii) a forfeiture as described in Rule 5.6; or
 - (iii) to fund any Tax Liability in accordance with Rule 5.5.
- (c) Any securities which the Participant receives in respect of Owned Shares as a result of an event described in Rule 11 (*Takeovers and other corporate events*) during the Holding Period will, unless the Committee decides otherwise, be subject to the same restrictions as the corresponding Owned Shares. This will not apply to any Shares which a Participant acquires on a rights issue or similar transaction to the extent that they exceed the number he would have acquired on a sale of sufficient rights under the rights issued nil-paid to take up the balance of the rights.
- (d) To the extent that Owned Shares are forfeited under Rule 5.7(b), the Participant is deemed to consent to the immediate transfer of his beneficial ownership of the Shares, for no consideration or nominal consideration, to any person (which may include the Company, where permitted) specified by the Committee.
- (e) At the end of the Holding Period, the restrictions relating to Owned Shares this Rule will cease to apply and the Shares will be transferred to the Participant or as he may direct.

7. EXERCISE OF OPTIONS

7.1 Restrictions on the exercise of an Option: regulatory and tax issues

An Option which has Vested may not be exercised unless the following conditions are satisfied:

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- (a) the exercise of the Option and the issue or transfer of Shares after such exercise would be lawful in all relevant jurisdictions and in compliance with the Listing Rules, any relevant share dealing code of the Company, the City Code on Takeovers and Mergers and any other relevant regulation or enactment;
- (b) if, on the exercise of the Option, a Tax Liability would arise by virtue of such exercise and the Committee decides that such Tax Liability shall not be satisfied by the sale of Shares pursuant to Rule 7.4 (*Payment of Tax Liability*) then the Participant must have entered into arrangements acceptable to the Committee that the relevant Group Member will receive the amount of such Tax Liability;
- (c) the Participant has entered into such arrangements as the Committee requires (and where permitted in the relevant jurisdiction) to satisfy a Group Member's liability to social security contributions in respect of the exercise of the Option; and
- (d) where the Committee requires, the Participant has entered into, or agreed to enter into, a valid election under Part 7 of ITEPA (*Employment income: elections to disapply tax charge on restricted securities*) or any similar arrangement in any overseas jurisdiction.

For the purposes of this Rule 7.1, references to Group Member include any former Group Member.

7.2 Exercise in whole or part

An Option must be exercised to the maximum extent possible at the time of exercise unless the Committee decides that a Participant may exercise the Option in respect of such fewer number of Shares as it decides.

7.3 Method of exercise

The exercise of any Option shall be effected in the form and manner prescribed by the Committee. Unless the Committee, acting fairly and reasonably, determines otherwise, any notice of exercise shall, subject to Rule 7.1 (*Restrictions on the exercise of an Option: regulatory and tax issues*), take effect only when the Company receives it, together with payment of any relevant Option Price (or, if the Committee so permits, an undertaking to pay that amount).

7.4 Payment of Tax Liability

The Participant authorises the Company to sell or procure the sale of sufficient Vested Shares on or following exercise of his Option on his behalf to ensure that any relevant Group Member receives the amount required to discharge the Tax Liability which arises on such exercise except to the extent that the Committee decides that all or part of the Tax Liability shall be funded in a different manner.

7.5 Transfer or allotment timetable

As soon as reasonably practicable after an Option has been exercised, the Company shall, subject to Rule 7.4 (*Payment of Tax Liability*) and any arrangement made under Rules 7.1(b) and 7.1(c) (*Restrictions on exercise: regulatory and tax issues*), transfer or procure the transfer to him (or a nominee for him) or, if appropriate, allot to him (or a nominee for him) the number of Shares in respect of which the Option has been exercised.

8. CASH ALTERNATIVE

8.1 Committee determination

Where an Allocation Vests or where an Option has been exercised and Vested Shares have not yet been allotted or transferred to the Participant (or his nominee), the Committee may determine that, in substitution for his right to acquire such number of Vested Shares as the Committee may decide (but in full and final satisfaction of his right to acquire those Shares), he/she shall be paid by way of additional employment income a sum equal to the cash equivalent (as defined in Rule 8.2 (*Limitation on the application of Rule 8.1*)) of that number of Shares in accordance with the following provisions of this Rule 8.

8.2 Cash equivalent

- (a) For the purpose of this Rule 8, the cash equivalent of a Share is
 - (i) in the case of an Allocation, the market value of a Share on the day when the Award Vests;
 - (ii) in the case of an Option, the market value of a Share on the day when the Option is exercised reduced by the Option Price in respect of that Share.
- (b) Market value on any day shall be determined as follows:
 - (i) if on the day of Vesting or exercise, Shares are quoted in the London Stock Exchange Daily Official List, the middle-market quotation of a Share, as derived from that List, on that day; or
 - (ii) if Shares are not so quoted, such value of a Share as the Committee reasonably determines.

8.3 Payment of cash equivalent

As soon as reasonably practicable after the Committee has determined under Rule 8.1 (*Committee determination*) that a Participant shall be paid a sum in substitution for his right to acquire any number of Vested Shares:

- (a) the Company shall pay to him or procure the payment to him of that sum in cash; and
- (b) if he has already paid the Company for those Shares, the Company shall return to him the amount so paid by him.

8.4 Deductions

There shall be deducted from any payment under this Rule 8 such amounts (on account of tax or similar liabilities) as may be required by law or as the Committee may reasonably consider to be necessary or desirable.

9. LAPSE OF AWARDS

An Award shall lapse in accordance with the Rules or to the extent it does not Vest under these Rules.

10. **LEAVERS**

10.1 **Good leavers**

If a Participant ceases to be a director or employee of a Group Member before the Normal Vesting Date by reason of:

- (a) retirement;
- (b) injury or disability;
- (c) redundancy;
- (d) death;
- (e) his office or employment being with either a company which ceases to be a Group Member or relating to a business or part of a business which is transferred to a person who is not a Group Member; or
- (f) for any other reason, if the Committee so decides

then, subject always to Rules 5.3 (*Restrictions on Vesting: regulatory and tax issues*), 5.6 and 5.7 (*Restrictions on Vesting: malus and clawback*) and 11 (*Takeovers and other corporate events*), his Award shall Vest on the Normal Vesting Date and Rule 10.3 (*Leavers: reduction in number of Vested Shares*) shall apply unless the Committee decides that his Award shall Vest on the date of cessation.

10.2 **Cessation of employment in other circumstances**

If a Participant ceases to be a director or employee of a Group Member for any reason other than those specified in Rule 10.1 (*Good leavers*) or gives or receives notice of termination to or from a Group Member then any Award held by him shall lapse immediately on such cessation.

10.3 **Leavers: reduction in number of Vested Shares**

Where an Award Vests on or after a Participant ceasing to be a director or employee of a Group Member, the Committee shall determine the number of Vested Shares of that Award by the following steps:

- (a) applying any Performance Condition and any other condition imposed on the Vesting of the Award; and
- (b) applying a pro rata reduction to the number of Shares determined under 10.3(a) based on the period of time after the Grant Date and ending on the date of cessation relative to the period of 3 years (or any other Vesting period set by the Committee at grant)

unless the Committee, acting fairly and reasonably, decides that the reduction in the number of Vested Shares under Rule 10.3(b) is inappropriate when it shall increase the number of Vested Shares to such higher number as it decides provided that number does not exceed the number of Shares determined under Rule 10.3(a).

10.4 **Meaning of ceasing employment**

A Participant shall not be treated for the purposes of this Rule 10 as ceasing to be a director or employee of a Group Member until such time as he is no longer a director or employee of any Group Member. If any Participant ceases to be such a director or employee before the Vesting of his Award in circumstances where he retains a statutory right to return to work then he shall be treated as not having ceased to be such a director or employee until such time (if at all) as he ceases to have such a right to return to work while not acting as an employee or director.

10.5 **Death following cessation of employment**

If a Participant dies following cessation of employment in circumstances where his Award did not lapse but it has not Vested by the time of his death, it shall Vest on the Normal Vesting Date unless the Committee decides that his Award shall Vest immediately on his death to the extent determined by reference to the time of cessation of employment in accordance with Rule 10.1 (*Good leavers*).

11. **TAKEOVERS AND OTHER CORPORATE EVENTS**

11.1 **General offers**

If any person (or group of persons acting in concert):

- (a) obtains Control of the Company as a result of making a general offer to acquire Shares; or
- (b) having obtained Control of the Company makes such an offer and such offer becomes unconditional in all respects

the Committee shall within 7 days of becoming aware of that event notify every Participant of it and, subject to Rules 5.3 (*Restrictions on Vesting: regulatory and tax issues*), 5.6 and 5.7 (*Restrictions on Vesting: malus and clawback*) and 11.4 (*Internal reorganisations*):

- (i) all Awards shall Vest on the date of such notification if they have not then Vested and Rule 11.5 (*Corporate events: reduction in number of Vested Shares*) shall apply; and
- (ii) in the case of an Option, it may, subject to Rule 7.1 (*Restrictions on exercise*) be exercised within one month of the date of such notification, but to the extent that an Option is not exercised within that period, that Option shall (regardless of any other provision of the Plan) lapse at the end of that period.

11.2 **Schemes of arrangement and winding up**

In the event that:

- (a) a compromise or arrangement is sanctioned by the Court under section 899 of the Companies Act 2006 in connection with or for the purposes of a change in Control of the Company; or
- (b) the Company passes a resolution for a voluntary winding up of the Company; or
- (c) an order is made for the compulsory winding up of the Company

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all Awards shall, subject to Rules 5.3 (*Restrictions on Vesting: regulatory and tax issues*), 5.6 and 5.7 (*Restrictions on Vesting: malus and clawback*) and 11.4 (*Internal reorganisations*) Vest on the date of such event if they have not then Vested and Rule 11.5 (*Corporate events: reduction in number of Vested Shares*) shall apply.

In the case of an Option, it may, subject to Rule 7.1 (*Restrictions on exercise*), be exercised within one month of such event, but to the extent that the Option is not exercised within that period, it shall (regardless of any other provision of the Plan) lapse at the end of that period.

11.3 Demerger and similar events

If a demerger, special dividend or other similar event (the "**Relevant Event**") is proposed which, in the opinion of the Committee, would affect the market price of Shares to a material extent, then the Committee may, at its discretion, decide that the following provisions shall apply:

- (a) the Committee shall, as soon as reasonably practicable after deciding to apply these provisions, notify a Participant that, subject to earlier lapse under Rule 10 (*Leavers*), his Award Vests and, if relevant, his Option may be exercised on such terms as the Committee may determine and during such period preceding the Relevant Event or on the Relevant Event as the Committee may determine;
- (b) if an Award Vests, or an Option is exercised, conditional upon the Relevant Event and such event does not occur then the conditional Vesting or exercise shall not be effective and the Award shall continue to subsist; and
- (c) if the Committee decides that an Award Vests under this Rule 11.3 then the date of that Vesting shall be the Early Vesting Date and the provisions of Rule 11.5 (*Corporate events: reduction in number of Vested Shares*) shall apply.

11.4 Internal reorganisations

In the event that:

- (a) a company (the "**Acquiring Company**") is expected to obtain Control of the Company as a result of an offer referred to in Rule 11.1 (*General offers*) or a compromise or arrangement referred to in Rule 11.2(a) (*Schemes of arrangement and winding up*); and
- (b) at least 75% of the shares in the Acquiring Company are expected to be held by substantially the same persons who immediately before the obtaining of Control of the Company were shareholders in the Company

then the Committee, with the consent of the Acquiring Company, may decide before the obtaining of such Control that an Award shall not Vest under Rules 11.1 (*General offers*) or 11.2 (*Schemes of arrangement and winding up*) but shall be automatically surrendered in consideration for the grant of a new award which the Committee determines is equivalent to the Award it replaces except that it will be over shares in the Acquiring Company or some other company.

The Rules will apply to any new award granted under this Rule 11.4 as if references to Shares were references to shares over which the new award is granted and references to the Company were references to the company whose shares are subject to the new award.

11.5 Corporate events: reduction in number of Vested Shares

If an Award Vests under any of Rules 11 to 11.3 (*Takeovers and other Corporate Events*), the Committee shall determine the number of Vested Shares of that Award by the following steps:

- (a) applying any Performance Condition and any other condition imposed on the Vesting of the Award; and
- (b) subject to Rule 10.3 (*Leavers: reduction in number of Vested Shares*), by applying a pro rata reduction to the number of Shares determined under Rule 11.5(a) based on the period of time after the Grant Date and ending on the Early Vesting Date relative to the period of 3 years

unless the Committee, acting fairly and reasonably, decides that the reduction in the number of Vested Shares under Rule 11.5(b) is inappropriate in any particular case when it shall increase the number of Vested Shares to such higher number as it decides provided that number does not exceed the number of Shares determined under Rule 11.5(a).

If an Award Vests under any of Rules 11.1 to 11.3 (*Takeovers and other Corporate Events*) after the holder of that Award has ceased to be a director or employee of a Group Member then Rule 10.3 (*Leavers: reduction in number of Vested Shares*) shall take precedence over this Rule 11.5.

12. ADJUSTMENT OF AWARDS

12.1 General rule

In the event of any variation of the share capital of the Company or a demerger, special dividend or other similar event which affects the market price of Shares to a material extent the Committee may make such adjustments as it considers appropriate under Rule 12.2 (*Method of adjustment*).

12.2 Method of adjustment

An adjustment made under this Rule shall be to one or more of the following:

- (a) the number of Shares comprised in an Award;
- (b) subject to Rule 12.3 (*Adjustment below nominal value*), the Option Price; and
- (c) where any Award has Vested or Option has been exercised but no Shares have been transferred or allotted after such Vesting or exercise, the number of Shares which may be so transferred or allotted and (if relevant) the price at which they may be acquired.

12.3 Adjustment below nominal value

An adjustment under Rule 12.2 may have the effect of reducing the price at which Shares may be subscribed for on the exercise of an Option to less than their nominal value, but only if and to the extent that the Board is authorised:

- (a) to capitalise from the reserves of the Company a sum equal to the amount by which the nominal value of the Shares in respect of which the Option is exercised and which

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are to be allotted after such exercise exceeds the price at which the Shares may be subscribed for; and

- (b) to apply that sum in paying up such amount on such Shares

so that on exercise of any Option in respect of which such a reduction shall have been made the Board shall capitalise that sum (if any) and apply it in paying up that amount.

13. ALTERATIONS

13.1 General rule on alterations

Except as described in Rule 13.2 (*Shareholder approval*), and Rule 13.4 (*Alterations to disadvantage of Participants*) the Committee may at any time alter the Plan or the terms of any Award.

13.2 Shareholder approval

Except as described in Rule 13.3 (*Exceptions to shareholder approval*), no alteration to the advantage of an individual to whom an Award has been or may be granted shall be made without the prior approval by ordinary resolution of the members of the Company in general meeting under Rule 13.1 (*General rule on alterations*) to the provisions concerning:

- (a) eligibility;
- (b) the individual limits on participation;
- (c) the overall limits on the issue of Shares or the transfer of treasury Shares;
- (d) the basis for determining a Participant's entitlement to, and the terms of, Shares or cash provided under the Plan;
- (e) the adjustments that may be made in the event of any variation of capital; and
- (f) the terms of this Rule 13.2.

13.3 Exceptions to shareholder approval

Rule 13.2 (*Shareholder approval*) shall not apply to:

- (a) any minor alteration to benefit the administration of the Plan, to take account of a change in legislation or to obtain or maintain favourable tax, exchange control or regulatory treatment for Participants or any Group Member; or
- (b) any alteration relating to the Performance Condition made under Rule 13.5 (*Alterations to Performance Condition*).

13.4 Alterations to disadvantage of Participants

No alteration to the material disadvantage of Participants (other than to any Performance Condition) shall be made under Rule 13.1 (*General rule on alterations*) unless:

- (a) the Committee shall have invited every relevant Participant to indicate whether or not he approves the alteration; and

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- (b) the alteration is approved by a majority of those Participants who have given such an indication.

13.5 Alterations to a Performance Condition

The Committee may amend any Performance Condition without prior shareholder approval if:

- (a) an event has occurred which causes the Committee reasonably to consider that it would be appropriate to amend the Performance Condition;
- (b) the altered Performance Condition will, in the reasonable opinion of the Committee, be not materially less difficult to satisfy than the unaltered Performance Condition would have been but for the event in question; and
- (c) the Committee shall act fairly and reasonably in making the alteration.

14. MISCELLANEOUS

14.1 Employment

The rights and obligations of any individual under the terms of his office or employment with any Group Member shall not be affected by his participation in the Plan or any right which he may have to participate in it. An individual who participates in the Plan waives any and all rights to compensation or damages in consequence of the termination of his office or employment for any reason whatsoever (and regardless of whether such termination is lawful or unlawful) insofar as those rights arise or may arise from him ceasing to have rights under an Award as a result of such termination. Participation in the Plan shall not confer a right to continued employment upon any individual who participates in it. The grant of any Award does not imply that any further Award will be granted nor that a Participant has any right to receive any further Award.

14.2 Disputes

- (a) In the event of any dispute or disagreement as to the interpretation of the Plan, or as to any question or right arising from or relating to the Plan, the decision of the Committee shall be final and binding upon all persons.
- (b) The exercise of any power or discretion by the Committee shall not be open to question by any person and a Participant or former Participant shall have no rights in relation to the exercise of or omission to exercise any such power or discretion.

14.3 Share rights

- (a) All Shares allotted under the Plan shall rank equally in all respects with Shares then in issue except for any rights attaching to such Shares by reference to a record date before the date of the allotment.
- (b) Where Vested Shares are transferred to Participants (or their nominee), Participants will be entitled to all rights attaching to such Shares by reference to a record date on or after the date of such transfer or release of such restrictions.

14.4 Notices

- (a) Any notice or other communication under or in connection with the Plan may be given in such manner as the Board consider to be appropriate, which may include communication by email or intranet or by personal delivery or by sending the same by post, in the case of a company to its registered office, and in the case of an individual to his last known address, or, where he is a director or employee of a Group Member, either to his last known address or to the address of the place of business at which he performs the whole or substantially the whole of the duties of his office or employment.
- (b) Where any such notice or other communication is given by a Participant to the Company, it shall be effective only on receipt by the Company.

14.5 Third parties

No third party has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Plan.

14.6 Benefits not pensionable

Benefits provided under the Plan shall not be pensionable.

14.7 Data protection

- (a) If a Participant is employed outside the European Economic Area and consent is needed for the collection, processing or transfer of their personal data under applicable local law, by participating in the Plan, the Participant gives their consent for the purposes of the Plan.
- (b) For the purposes of compliance with the General Data Protection Regulation (EU) 2016/679, the Company will separately provide a Participant with information on the collection, processing and transfer of their personal data, including the grounds for processing.

14.8 Governing law

The Plan and all Awards shall be governed by and construed in accordance with the law of England and Wales and the Courts of England and Wales have exclusive jurisdiction to hear any dispute.

**SCHEDULE 1
CASH AWARDS**

The Rules of the Babcock 2019 Performance Share Plan shall apply to a right (a "**Cash Allocation**" or "**Cash Option**") to receive a cash sum granted or to be granted under this Schedule as if it was an Allocation or an Option, except as set out in this Schedule. Where there is any conflict between the Rules and this Schedule, the terms of this Schedule shall prevail.

1. The Committee may grant or procure the grant of a Cash Allocation or a Cash Option.
2. Each Cash Allocation or Cash Option shall relate to a given number of notional Shares.
3. On Vesting, the Participant shall be entitled:
 - (a) in the case of a Cash Allocation, to a cash sum equal to the "**Cash Value**" of the notional Vested Shares, where the Cash Value of a notional Share is the market value of a Share on the date of Vesting of the Cash Allocation; and
 - (b) in the case of a Cash Option, to a cash sum equal to the "**Cash Value**" of the notional Vested Shares less the Option Price, where the Cash Value of a notional Share is the market value of a Share on the date of Vesting of the Cash Allocation;

For the purposes of this Schedule, the market value of a Share on any day shall be determined in accordance with Rule 8.2 (*Cash equivalent*).

4. The cash sum payable under paragraph 3 above shall be paid by the employer of the Participant as soon as practicable after the Vesting of the Cash Allocation, net of any deductions (on account of tax or similar liabilities) as may be required by law.
5. For the avoidance of doubt, a Cash Allocation shall not confer any right on the holder of such an Award to receive Shares or any interest in Shares.