

From: The party set out in Schedule 1 to this Letter (the "**Equity Investor**")

To: U.K. Piston Bidco Limited, a company incorporated and registered in England and Wales under number 17348856 whose registered office is at Suite 1, 7th Floor 50 Broadway, London, United Kingdom, SW1H 0DB ("**Bidco**"),

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

19 August 2026

Re: Proposed offer by Bidco to acquire the entire issued and to be issued share capital of Pinewood Technologies Group plc (the "Target") (the "Offer")

We refer to Bidco's proposed announcement of the Offer, which is intended to be implemented by way of a scheme of arrangement of the Target pursuant to Part 26 of the Companies Act 2006 (a "**Scheme**"), pursuant to Rule 2.7 of the City Code on Takeovers and Mergers (the "**Code**") which is expected to be made on or after the date of this letter agreement (the "**Letter**") substantially in the form set out in the Annex to this letter (the "**Announcement**"). Bidco may, with the consent of the Panel on Takeovers and Mergers (the "**Panel**"), elect to implement the Offer by means of a takeover offer within the meaning of section 974 of the Companies Act 2006 (a "**Takeover Offer**") and the terms of this Letter shall continue to apply *mutatis mutandis* in that event.

The undertakings given by the Equity Investor in this Letter are given in consideration of Bidco agreeing to make the Announcement and the Offer.

1. Equity Investor Undertakings

1.1 Subject to the conditions set out in paragraph 2 below, the Equity Investor hereby irrevocably and severally undertakes to Bidco that:

- (a) it will, or will cause one or more entities controlled by or under common control with it (an "**Affiliate**") to, make a direct or indirect equity investment in Bidco in an aggregate amount equal to (i) the amount set out opposite its name in column (3) of the table in Schedule 1 being (ii) the proportion set out opposite its name in column (2) of the table in Schedule 1 of this Letter (the "**Relevant Proportion**") of USD 5,000,000, being the aggregate equity commitment by the Equity Investor (the "**Equity Commitment**") and fund or cause Bidco to receive such an amount in cash in immediately available funds, by way of direct and/or indirect contributions in sufficient time on or prior to the date on which Bidco must satisfy the cash consideration due and payable under the terms of the Offer in accordance with the requirements of the Code (the "**Payment Obligation**") (and so as to enable Bidco to apply such amount towards the satisfaction of the Payment Obligation in respect of the Offer in accordance with the requirements of the Code);
- (b) to the extent any amounts of the Equity Commitment are subscribed for indirectly by the Equity Investor pursuant to paragraph 1.1(a) above, it will cause Bidco to receive its Relevant Proportion of the Equity Commitment in accordance with paragraph 1.1(a) above;
- (c) it will take all steps within its power as a direct and/or indirect shareholder in Bidco to procure that its Equity Commitment shall be used by Bidco for the purpose of funding the Payment Obligation and will not be used for any other purpose until Bidco has discharged its Payment Obligation in full;
- (d) its Relevant Proportion of the Equity Commitment, once received by Bidco shall not be withdrawn or subject to any rights of set-off, rescission, recovery, or counterclaim or similar

rights or remedies and shall be paid unconditionally and used solely to discharge in full the Payment Obligation under the Offer and the Code; and

- (e) it will issue, and not revoke, and take necessary action to enforce the capital calls to each of its investors (or otherwise draw down the funds) to provide funds in the aggregate amount equal to the Equity Investor's Relevant Proportion of the Equity Commitment.

1.2 The Equity Investor:

- (a) warrants that, as at the date of this Letter, it has either:
 - (i) sufficient funds available to it to fund the Equity Investor's Relevant Proportion of the Equity Commitment; or
 - (ii) sufficient undrawn binding and enforceable commitments from its investors that will enable it to do so;

in each case, having paid any fees and expenses that are due to be paid by it in advance of such amounts towards satisfaction of the Payment Obligation; and

- (b) undertakes to Bidco to ensure that such amount of: (i) funds available; or (ii) undrawn commitments, shall at all times until it has complied with its obligations under paragraph 1 (above) remain sufficient to make its Relevant Proportion of the Equity Commitment subject to and upon the terms of this Letter.

1.3 In no event shall: (i) the Equity Investor's individual aggregate liability under this Letter exceed its Relevant Proportion of the Equity Commitment; and (ii) the Equity Commitment exceed USD 5,000,000.

2. CONDITIONALITY

2.1 The obligations of the Equity Investor to provide its Relevant Proportion of the Equity Commitment as provided in paragraph 1 above shall only be conditional upon:

- (a) either (i) the Scheme becoming effective in accordance with its terms (if the Offer is implemented by way of a Scheme); or (ii) the Offer becoming, or being declared, wholly unconditional in accordance with the requirements of the Code (if implemented by way of a Takeover Offer) to acquire (whether pursuant to an Offer or otherwise) 75 per cent. or more of the ordinary shares in capital of the Target; and
- (b) the conditions precedent to drawdown of the Term Facilities or the Interim Facilities, as the case may be, that are within the control of Bidco have been delivered to the Agent and a utilisation request has been delivered by Bidco and U.K. Piston Finco LLC in connection with the Term Facilities or the Interim Facilities, as the case may be, (as such terms are defined in the debt commitment letter relating to the Offer and entered into between (1) the Equity Investor and/or its Affiliates and related funds and (2) U.K. Piston Holdco II Limited (the "**Debt Commitment Letter**")) on the terms of the Debt Commitment Letter.

3. DURATION

3.1 The Equity Investor's obligations under paragraph 1 above (and otherwise as relevant under this Letter) shall terminate and be of no further force or effect upon the expiry of the Certain Funds Period (as defined below), being the "**Expiration Time**". After the Equity Investor (and/or its Affiliates) has funded its Equity Commitment in full, the funding obligation of the Equity Investor under paragraph 1 will be fulfilled. From and after the Expiration Time, the Equity Investor's obligations under paragraph 1 above (and otherwise as relevant under this Letter) shall terminate

immediately and be of no further force and effect, and neither Bidco nor any other person shall have recourse against the Equity Investor save for any such liability arising from a breach of the obligations of this Letter occurring prior to the termination of this Letter. The "**Certain Funds Period**" means the period commencing on the date of release of the Announcement and ending on:

- (a) if the Offer is implemented by way of:
 - (i) a Takeover Offer, the earlier of:
 - (1) the date the Takeover Offer lapses, terminates or (with the consent of the Panel) is withdrawn; and
 - (2) 14 days after the later of the date on which the Takeover Offer is duly closed for further acceptances and (where applicable) the date of completion of the compulsory acquisition procedure under Part 28, Chapter 3 of the Companies Act 2006 in respect of any Target shares not assented to in the Takeover Offer, or in each case, if later, the date on which Bidco has satisfied in full its Payment Obligation; and
 - (ii) a Scheme, the earlier of:
 - (1) the date the Scheme lapses, terminates or is withdrawn (by order of the High Court of Justice of England and Wales or otherwise); and
 - (2) 14 days after the date the Scheme becomes effective in accordance with its terms, or, if later, the date on which Bidco has satisfied in full its Payment Obligation, or
- (b) in any event, notwithstanding sub-paragraph (a), February 2, 2027,

provided that, for the avoidance of doubt, a switch from a Takeover Offer to a Scheme or from a Scheme to a Takeover Offer (or, for the avoidance of doubt, any amendment to the terms or conditions of a Takeover Offer or Scheme) shall not amount to a lapse, termination or withdrawal for the purposes of this definition.

4. GENERAL

- 4.1** The obligations, undertakings and statements in this Letter are several and not joint or joint and several even if expressed to be otherwise.
- 4.2** The Equity Investor warrants that it has, at the date of this Letter, the legal right and full power and authority (including all necessary consents, authorisations, confirmations or other corporate action as may be required) to execute and deliver this Letter and provide and perform fully the obligations and undertakings contained in this Letter (as applicable) which, when executed, will constitute legal, valid and binding obligations on the Equity Investor in accordance with their respective terms and will not conflict with any document, law or regulation which is binding on the Equity Investor where the result of any such conflict would prevent the Equity Investor complying with any of its respective obligations pursuant to this Letter.
- 4.3** The Equity Investor warrants that it is duly organised and existing under the laws of its jurisdiction of organisation and that it is solvent and no resolution for the dissolution, liquidation, winding up or other termination of the Equity Investor has been passed and nor is it aware of any circumstances which may give any person the right to initiate such resolution.
- 4.4** Subject to paragraph 4.5, neither the Equity Investor (or any of its Affiliates, or any of its or its Affiliates' employees, advisers or agents) nor Bidco (or any of its Affiliates, or its or its Affiliates'

employees, directors, officers, advisers or agents) shall (and you shall ensure that neither the Target nor its subsidiaries (the “**Group**”) shall), without the prior written consent of the other Parties, disclose this Letter or any of its terms (or its existence) or any other information or projections relating to the Group, this Letter or the transactions contemplated hereby that has been or will hereafter be made available to the Equity Investor by Bidco or any of its affiliates or representatives in whole or in part to any person other than:

- (a) to its Affiliates, limited partners, investment managers, investment advisers, lenders, managed accounts and their respective officers, directors, employees, contractors, auditors, partners, representatives and professional advisers (including, as applicable, legal advisers to professional advisers), on a “need to know” basis in connection with the Offer and on the condition that it agrees to keep such documents and their terms confidential or are in any event subject to confidentiality obligations as a matter of law or professional practice;
- (b) to any actual or potential investor in Bidco (or any of Bidco's direct or indirect holding companies) (the “**Investors**”) and (if disclosure is by Bidco or the Equity Investor) the management team and on the condition that they are informed that such documents and their terms are confidential;
- (c) as required by law or regulation or to or as required by any governmental or regulatory body including taking into account any requirements of the Takeover Code or the Panel or by any applicable stock exchange or if required in connection with any legal, administrative or arbitration proceedings;
- (d) (if disclosure is by Bidco or its Affiliates or the Equity Investor) to the Panel and its employees and professional advisers in connection with the Offer, on a non-reliance and confidential basis;
- (e) to a tax authority to the extent reasonably required for the purposes of the tax affairs of a Party or its direct or indirect owners, and in connection with the filing of a tax return by a Party or its direct or indirect owners;
- (f) (if disclosure is by Bidco or its Affiliates or the Equity Investor) to the Target and any potential hedging or derivatives providers and, in each case, their respective advisers on a “need to know” basis in connection with the Offer and its financing and on condition that they agree to keep such documents and their terms confidential or in any event are subject to confidentiality obligations as a matter of law or professional practice (provided that information relating to fees and/or payments payable in respect of the Equity Commitment or this Letter may not be disclosed);
- (g) (if disclosure is by the Equity Investor) to any related fund of the Equity Investor or its Affiliates (or a provider of financing or an investor in the Equity Investor or its Affiliates or related fund or a co-investor who is a limited partner in a related fund) and to any of its or their officers, directors, employees, professional advisers, auditors, insurers, partners and representatives in each case on a “need to know” basis for compliance reasons and on the condition that they agree to keep such documents and their terms confidential or are in any event subject to confidentiality obligations as a matter of law or professional practice;
- (h) to any rating agencies on a customary basis (subject to, in the case of information disclosed by the Equity Investor, Bidco's prior approval of the information to be disclosed, acting reasonably) on the condition that they agree to keep such documents and their terms confidential (provided that no disclosure of information contained in this Letter relating to fees provisions may be made);

- (i) (if disclosure is by the Equity Investor) to any other direct or indirect shareholder in Bidco or to any bona fide potential syndicatee(s) of the Equity Investor's commitment or any part thereof, in each case on a confidential basis; or
 - (j) (if disclosure is by Bidco or the Equity Investor) to RBC Capital Markets ("**RBC**") and its legal advisers in connection with RBC's cash confirmation obligations under the Code.
- 4.5** The Equity Investor's obligations under paragraph 4.4 shall automatically terminate upon the second anniversary of the date of this Commitment Letter.
- 4.6** Notwithstanding anything that may be expressed or implied in this Letter, Bidco, by acceptance of this Letter, acknowledges and agrees that no person other than the Parties and their permitted assignees shall have any obligation under this Letter and that no recourse shall be had against any Affiliated Party (as defined in this paragraph), whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law or otherwise, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Affiliated Party for any obligations of the Equity Investor or Bidco under this Letter or any documents or instruments delivered in connection with this Letter or for any claim based on, in respect of, or by reason of such obligation or their creation. For purposes of this paragraph, "**Affiliated Party**" means any former, current or future, direct or indirect, equity holder, shareholder, member, general or limited partner, manager, director, officer, employee, agent or financing source of the Equity Investor. The Equity Investor shall have the right to transfer its obligations hereunder to any Affiliate, and its Relevant Proportion hereunder will be reduced by any amounts actually funded to Bidco by such Affiliate (and not returned), provided that such transfer shall not relieve any the Equity Investor from its liability hereunder in the event that such transferee fails to perform such assigned obligations (and provided such transfer is first approved in writing by RBC, acting reasonably).
- 4.7** For the avoidance of doubt, the Equity Commitment will be funded to Bidco and under no circumstance will the Target be entitled to or seek that the Equity Investor funds, or causes the funding of, the Equity Commitment directly to the Target or any other person.
- 4.8** This Letter is solely for the benefit of, and may be enforced only by, the Parties and the Equity Investor shall have no liability of any nature whatsoever for monetary damages to any person who is not a party for any breach of any provision of this Letter.
- 4.9** Save as otherwise set out in this Letter, a person who is not an addressee of this Letter has no right under the Contracts (Rights of Third Parties) Act 1999 (or otherwise) to enforce any term of, or enjoy any benefit under, this Letter.
- 4.10** The provisions of this Letter shall be binding upon the Parties and their respective heirs, legal representatives, successors and assigns.
- 4.11** No variation of this Letter shall be effective unless in writing and signed by or on behalf of all of the Parties.
- 4.12** Save as otherwise set out in this Letter, neither this Letter nor any right or obligation hereunder shall be assigned, pledged, held in trust or otherwise transferred in whole or in part, without the prior written consent of the other Parties.
- 4.13** Nothing contained in this Letter shall be deemed to constitute a partnership between the Parties or constitute either Party the agent of the other Party for any purpose, and persons shall not be deemed to be connected with each other or to be acting in concert solely because they are Parties to this Letter.

- 4.14** If any provision in this Letter shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties. To the extent it is not possible to delete or modify the provision, in whole or in part then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Letter and the legality, validity and enforceability of the remainder of this Letter shall, subject to any deletion or modification made under this clause, not be affected.
- 4.15** This Letter may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Letter by executing any such counterpart.
- 4.16** This Letter and any non-contractual obligations arising out of or connected with it are governed by English law. The Parties irrevocably agree that all disputes arising under or in connection with this Letter, or in connection with the negotiation, existence, legal validity, enforceability or termination of this Letter, regardless of whether the same shall be regarded as contractual claims or not, shall be exclusively governed by and determined only in accordance with English law. The Parties irrevocably agree that the courts of England and Wales are to have exclusive jurisdiction, and that no other court is to have jurisdiction to:
- (a) determine any claim, dispute or difference arising under or in connection with this Letter or in connection with the negotiation, existence, legal validity, enforceability or termination of this Letter, whether the alleged liability shall arise under the law of England and Wales or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts ("**Proceedings**"); and
 - (b) grant interim remedies, or other provisional or protective relief.
- 4.17** The Parties submit to the exclusive jurisdiction of the English courts and accordingly any Proceedings may be brought against the parties or any of them or any of their respective assets in the English courts.

5. Notices

- 5.1** Any notice or other communication given under this Letter or in connection with the matters contemplated herein shall, except where otherwise specifically provided, be in writing in the English language, addressed as provided in paragraph (a) and served:
- (a) by leaving it at the relevant address in which case it shall be deemed to have been given upon delivery to that address;
 - (b) if within the United Kingdom, by first class pre-paid post, in which case it shall be deemed to have been given two Business Days after the date of posting;
 - (c) if from or to any place outside the United Kingdom, by air courier, in which case it shall be deemed to have been given two Business Days after its delivery to a representative of the courier;
 - (d) if from or to any place outside the United Kingdom, by pre-paid airmail, in which case it shall be deemed to have been given five Business Days after the date of posting; or
 - (e) by e-mail, in which case it shall be deemed to have been given when despatched subject to confirmation of delivery by a delivery receipt,

provided that any notice despatched outside Working Hours shall be deemed given at the start of the next period of Working Hours.

- 5.2** Notices under this Letter shall be sent for the attention of the person and to the address, or e-mail address, subject to paragraph 5.3, as set out below:

For the Equity Investor:

Name:

For the attention of:

Address:

E-mail address:

with a copy to:

Name:

For the attention of:

Address:

E-mail address:

For Bidco:

Name:

For the attention of:

Address:

E-mail address:

with a copy to:

Name:

For the attention of:

Address:

E-mail address:

- 5.3** Any Party may notify the other Parties of any change to its address or other details specified in paragraph 5.1(a); provided that such notification shall only be effective on the date specified in such notice or five Business Days after the notice is given, whichever is later.

- 5.4** Without prejudice to any other method of service permitted under any relevant law, the Equity Investor hereby irrevocably authorises and appoints [REDACTED] to accept on their respective behalf service of all legal process arising out of or in connection with any proceedings before the English courts in connection with this Letter. Such service shall be deemed completed on delivery to such agent and shall be valid until such time as Bidco has received prior written notice that such agent has ceased to act as agent. If any of these appointments are

terminated for any reason, the relevant Party will promptly appoint a replacement agent acceptable to Bidco and deliver to the Bidco the new agent's name and address within England or Wales.

5.5 For the purposes of this paragraph 5:

- (a) **"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in London; and
- (b) **"Working Hours"** means 08:00 to 18:00 hours in the location where a notice is being received.

SCHEDULE 1
EQUITY INVESTORS

(1) Equity Investor	(2) Relevant Proportion	(3) Total Amount of Commitment (USD)
Patagonia River IV, LLC, a limited liability company incorporated and registered in the State of Delaware, USA under number EIN 93-3808497 whose registered office is at 1209 Orange Street, City of Wilmington, Delaware, USA, 19801	100%	USD 5,000,000
Total	100%	USD 5,000,000

SIGNATURE BLOCKS

The Equity Investor

For and on behalf of

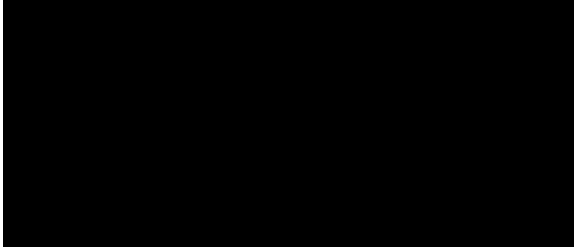
Patagonia River IV, LLC



Title: Authorized Signatory

Bidco

U.K. Piston Bidco Limited



Its: Authorized Signatory