



RBC Royal Bank  
of Canada

June 11, 2025

WSP Global Inc.  
1600 René-Lévesque Boulevard West  
11<sup>th</sup> Floor  
Montréal, Québec H3H 1P9

Attention: [REDACTED]

## FEE LETTER

Ladies and Gentlemen:

**RE: £230,000,000 Credit Facility**

Reference is made to (i) the syndication letter dated as of the date hereof (the “**Syndication Letter**”) among WSP Global Inc. (“**WSP**” or “**you**”) and Royal Bank of Canada (directly or through any of its affiliates as it deems appropriate, “**RBC**”) and RBC Capital Markets<sup>1</sup> (the “**Arranger**”, “**we**”, “**us**” or “**our**”)<sup>2</sup>; and (i) the credit agreement dated as of the date hereof among, *inter alios*, you and the Arranger (the “**Credit Agreement**”). Capitalized terms used but not defined herein are used with the meanings assigned to them in the Credit Agreement.

This letter will supplement the Syndication Letter and the Credit Agreement by setting forth the arrangements relating to compensation for certain services rendered and to be rendered by the Arranger and the Administrative Agent. The fees set forth below shall be non-refundable when paid and shall be in addition to, and not creditable against, any other fee, including, without limitation, any fee payable to the Arranger, the Administrative Agent or any of their affiliates, pursuant to any other agreement or for acting in any other capacity.

### **Structuring Fees**

As consideration for the Arranger arranging and structuring the Credit Facility set forth in the Credit Agreement, you agree to pay or cause to be paid when due, to the Arranger, the following structuring fees:

1. 0.12% calculated on the aggregate amount of the Credit Facility as at the Effective Date which shall be earned on the Effective Date and payable as follows:
  - (a) 0.04% shall be payable on the Effective Date; and

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<sup>1</sup> RBC Capital Markets is a business name for the capital markets activities of RBC and its affiliates.

<sup>2</sup> RBC Capital Markets is a business name for the capital markets activities of RBC and its affiliates.

- (b) 0.08% shall be payable on closing of the UK Acquisition (whether or not the Credit Facility is funded).

### **Upfront Fees**

As consideration for the Arranger's Commitments under the Credit Agreement, you agree to pay or cause to be paid, to the Arranger, an upfront fee of 0.12% (representing 0.04% per annum) calculated on the aggregate amount of the Credit Facility funded on the UK Acquisition Closing Date which shall be earned and payable on the UK Acquisition Closing Date.

### **Market Flex**

The syndication of the Credit Facility as provided for in the Syndication Letter will continue until a Successful Syndication has been achieved, and the terms and conditions set forth in Section entitled "Syndication" of the Syndication Letter are incorporated by reference herein in full, as if expressly stated in this Fee Letter. "**Successful Syndication**" (for purposes of this Fee Letter and the Credit Agreement) shall be achieved when the Arranger holds not more than **£175,000,000** of the aggregate Commitments with respect to the Credit Facility (for greater certainty, adjusted to give effect to any commitment amount of the Credit Facility, as the case may be, cancelled on or prior to the UK Acquisition Closing Date).

You hereby agree that the Arranger may, at any time until the earlier of (a) the date that is **60** days following the UK Acquisition Closing Date and (b) the date that a Successful Syndication (as defined below) is achieved, after consultation with you, if the Arranger determines, in its reasonable discretion, that (i) any such change is reasonably necessary to achieve or attempt to achieve a Successful Syndication of the Credit Facility or (ii) a Successful Syndication is not likely to be achieved by the UK Acquisition Closing Date, increase the interest rate margins under the Credit Facility (at each level as set forth in the definition of "**Applicable Margin**" of the Credit Agreement) by no more than 75 basis points per annum, provided that up to 50% of the increased interest rates permitted under the preceding provision may, at the election of the Arranger, alternatively take the form of additional upfront fees (the "**Additional Upfront Fees**"), with such Additional Upfront Fees being (I) equated to such interest rates based on an assumed three-year average life with respect to the Credit Facility without any present value discount, and (II) calculated on the aggregate amount of the Credit Facility funded on the UK Acquisition Closing Date which shall be earned and payable on the UK Acquisition Closing Date.

Prior to determining that pricing changes are necessary or advisable, the Arranger must have offered to potential Lenders under the Credit Facility a commitment fee equal to at least 100% of the upfront fees provided above for the Credit Facility.

For greater certainty, as it relates to the aforementioned flex provisions, no additional conditions precedent to the initial Advance under the Credit Facility shall be required and any changes shall be in a form such that they do not impair the availability of the Credit Facility on the UK Acquisition Closing Date if the conditions set forth under Section 10.3 of the Credit Agreement are satisfied or waived in writing, by the Lenders, acting reasonably, it being understood and agreed that neither the commencement nor the completion of the syndication of the Credit Facility or any Successful Syndication shall constitute a condition to the Commitments of the Lenders to fund the Credit Facility on the UK Acquisition Closing Date or at any time thereafter.

The foregoing market flex provisions shall survive the execution and delivery of the Credit Agreement and other Loan Document until the date that is the earlier of **60** days following the UK

Acquisition Closing Date and a Successful Syndication has been achieved. Further, you hereby agree that you shall, from time to time, execute and deliver or cause to be executed and delivered all agreements and other documents as may be required by the Arranger, acting reasonably, to effect the foregoing (including, without limitation, amendments to the Credit Agreement) and you further agree that any failure to do so on your part shall be deemed to be an Event of Default under and as defined in the Credit Agreement.

You hereby covenant to do, execute and deliver or cause to be done, executed and delivered all such further acts, documents and things as the Arranger and the Administrative Agent may request for the purpose of giving effect to this letter and to each and every provision hereof.

Please indicate your acceptance of the provisions hereof by signing a copy of this Fee Letter and returning same by e-mail to the attention of [REDACTED] by no later than 3:00 P.M. (EDT) on June 11, 2025.

This letter is for the benefit of the Arranger, the Administrative Agent and their respective successors and assigns and shall be binding on you and your successors and assigns.

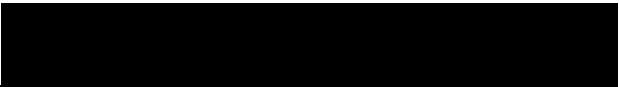
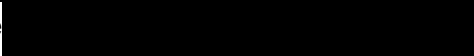
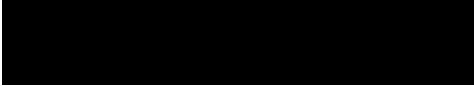
This Fee Letter sets forth the entire agreement between the parties with respect to the matters addressed herein and supersedes all prior communications, written or oral, with respect thereto.

This letter will be governed by and interpreted in accordance with the laws of the Province of Quebec including the federal laws of Canada applicable therein (but excluding choice of law rules).

The parties hereto have expressly required that this Fee Letter be drafted in the English language. *Les parties aux présentes ont expressément exigé que les présentes soient rédigées en langue anglaise.*

Yours truly,

**ROYAL BANK OF CANADA**, as Arranger and  
Administrative Agent

Per:   
Name:   
Title: 

Per: \_\_\_\_\_  
Name:  
Title:


**ROYAL BANK OF CANADA**, as Arranger and  
Administrative Agent

Per: \_\_\_\_\_  
Name: [REDACTED]  
Title: [REDACTED]

[REDACTED]  
Per: \_\_\_\_\_  
Name: [REDACTED]  
Title: [REDACTED]

ACCEPTED on June 11, 2025

**WSP GLOBAL INC.**

Per:   
Nam   
Title: 