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If you sell or transfer or have sold or otherwise transferred all of your ordinary shares in James Fisher and Sons plc (the “Company” and, together with each of its consolidated subsidiaries and subsidiary undertakings from time to time, “James Fisher” or the “James Fisher Group”), please send this document together with the accompanying documents (other than documents or forms personalised to you) at once to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected for delivery to the purchaser or transferee. However, such documents should not be forwarded or transmitted in or into any jurisdiction in which such act would constitute a violation of the relevant laws in such jurisdiction. If you sell or have sold or otherwise transferred only part of your holding of ordinary shares in the Company (“Shares”), you should retain these documents and consult the stockbroker, bank or other agent through whom the sale or transfer was effected.

The release, publication or distribution of this document and/or the accompanying documents (in whole or in part) in jurisdictions other than the United Kingdom may be restricted by law and, therefore, any persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about, and observe, any applicable requirements. Any failure to comply with these requirements or restrictions may constitute a violation of the securities laws or regulations of any such jurisdiction. This document has been prepared for the purposes of complying with English law and the Listing Rules and the information disclosed may not be the same as that which would have been disclosed if this document had been prepared in accordance with the laws and regulations of any jurisdiction outside of England.

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## **James Fisher and Sons plc**

*(incorporated and registered in England and Wales with registered number 211475)*

Proposed Disposal of RMSpumptools Limited

Notice of General Meeting

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**This document, including the information incorporated by reference, should be read as a whole. Your attention, in particular, is drawn to the risk factors set out in Part II (*Risk Factors*) of this document and the letter from the Chairman of James Fisher that is set out in Part I (*Letter from the Chairman of James Fisher*) of this document and which contains a unanimous recommendation from the Directors that you vote in favour of the Disposal Resolution to be proposed at the General Meeting.**

**Notice of a General Meeting of James Fisher to be held at 3:00 p.m. on 13 June 2024, is set out in Part IX (*Notice of General Meeting*) of this document.**

**The actions to be taken in respect of the General Meeting are set out in Section 12.3 of Part I (*Letter from the Chairman of James Fisher*) of this document.** Shareholders may have received a proxy form for use in connection with the General Meeting. Shareholders can attend the General Meeting in person. To help ensure your safety and manage the number attending the General Meeting, the Company is asking that only Shareholders or their duly nominated proxies attend the General Meeting in person. Persons who are not Shareholders or their duly nominated persons should not attend the General Meeting unless arrangements have been made in advance with the Company’s company secretary. Shareholders wishing to vote on the day will need to attend the General Meeting in person or by proxy, and shareholders planning to submit their proxies should do so as early as possible appointing the chair of the General Meeting as their proxy.

Whether or not you propose to attend the General Meeting in person, you are asked to vote on the Disposal Resolution in accordance with the instructions in this Notice of General Meeting, so as to be received no later than 3:00 p.m. on 11 June 2024 (or, in the case of an adjournment, not later than 48 hours prior to the time fixed for the holding of the adjourned meeting). Proxy appointments may also be submitted via [www.signalshares.com](http://www.signalshares.com) so that the appointment is received by no later than 3:00 p.m. on 11 June 2024 (or, in the case of an adjournment, not later than 48 hours before the time fixed for the holding of the adjourned meeting).

Shareholders should submit a proxy form electronically by accessing the Registrar's website at [www.signalshares.com](http://www.signalshares.com) or through an alternative method as described below. If you hold Shares in CREST, you may appoint a proxy by completing and transmitting a CREST Proxy Instruction to the Registrar (CREST participant ID: RA10), so that it is received by no later than 3:00 p.m. on 11 June 2024 (or, in the case of an adjournment, not later than 48 hours before the time fixed for the holding of the adjourned meeting). Alternatively, Shareholders may complete and submit the proxy form provided with the Circular, so that it is received by no later than 3:00 p.m. on 11 June 2024 (or, in the case of an adjournment, not later than 48 hours before the time fixed for the holding of the adjourned meeting).

If you are an institutional investor, you may also be able to appoint a proxy electronically via the Proximity platform, a process which has been agreed by the Company and approved by the Registrar. For further information regarding Proximity, please go to [www.proximity.io](http://www.proximity.io). Your proxy must be lodged by 3:00 p.m. on 11 June 2024 in order to be considered valid or, if the meeting is adjourned, by the time which is 48 hours before the time of the adjourned meeting.

Alternatively, if you have not elected to receive communications by post and require a hard copy proxy form, you can request one directly from the Registrar, Link Group. If you request a hard copy, please complete and sign it in accordance with the instructions printed on it and return it either by post or, during normal business hours only, by hand, to the Company's registrar, Link Group, PXS1, Central Square, 29 Wellington Street, Leeds LS1 4DL, so as to be received as soon as possible and in any event not later than 3:00 p.m. on 11 June 2024, or, if the General Meeting is adjourned, the proxy form should be received not later than 48 hours (excluding non-working days) before the time fixed for the adjourned meeting.

**To request a hard copy proxy form or if you have any questions about the General Meeting or on the voting or appointment of proxy process, please contact the Registrar, Link Group. The Registrar can be contacted via email at [shareholderenquiries@linkgroup.co.uk](mailto:shareholderenquiries@linkgroup.co.uk), by post to FREEPOST PXS1, Link Group, Central Square, 29 Wellington Street, Leeds, LS1 4DL or by telephone on +44 (0) 371 664 0391 (please use the UK telephone country code when calling from outside the United Kingdom) between 09:00 and 17:30 (London (UK) time) Monday to Friday (except UK public holidays). Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. Please note that calls may be monitored or recorded and the helpline cannot provide financial, legal or tax advice or advice on the merits of the Disposal.**

This document is a circular relating to the proposed Disposal, which has been prepared in accordance with the Listing Rules of the Financial Conduct Authority (the "FCA") made under section 73A of the Financial Services and Markets Act 2000, as amended ("FSMA"). This document has been approved by the FCA.

Peel Hunt LLP ("**Peel Hunt**") is authorised and regulated in the United Kingdom by the FCA and is acting as sponsor exclusively for the Company and for no-one else in connection with the Disposal and the matters set out in this document and will not regard any other person (whether or not a recipient of this document) as its client in relation to the proposed Disposal and the other matters set out in this document and will not be responsible to anyone other than the Company for providing the protections afforded to clients of Peel Hunt, nor for providing advice in relation to the Disposal or any other matter set out in this document.

Gleacher Shacklock LLP ("**Gleacher Shacklock**") is authorised and regulated by the FCA in the United Kingdom and is acting as financial adviser exclusively for the Company and no one else in connection with the Disposal and the matters set out in this document and will not regard any other person (whether or not a recipient of this document) as its client in relation to the Disposal and will not be responsible to anyone other than the Company for providing the protections afforded to clients of Gleacher Shacklock or its affiliates, or for providing advice in relation to the Disposal or any other matters referred to in this document or any other matter referred to herein.

Apart from the responsibilities and liabilities, if any, which may be imposed on each of Peel Hunt or Gleacher Shacklock by FSMA or the regulatory regime established thereunder, or under the regulatory regime of any jurisdiction where the exclusion of liability under the relevant regulatory regime would be illegal, void or unenforceable, each of Peel Hunt and Gleacher Shacklock (and their respective subsidiaries, holding companies, branches or affiliates and any of its and their respective directors, officers, employees, agents or advisers), accepts no duty, liability or responsibility whatsoever (whether direct or indirect, and whether arising in contract, in tort, under statute or otherwise) to any person in relation to this document or for any acts or omissions of James Fisher and no representation or warranty, express or implied, is made by any of them as to the contents of this document, including its accuracy, completeness, verification or sufficiency, or for any other statement made or purported to be made by James Fisher, or on its behalf, or by Peel Hunt or Gleacher Shacklock, or on either of their behalf, in connection with James Fisher, the James Fisher Group, RMS, the

Continuing Group or the Disposal, and nothing in this document should be relied upon as a promise or representation in this respect, whether or not to the past or future, in connection with James Fisher, the James Fisher Group, RMS, the Continuing Group or the Disposal. To the fullest extent permitted by law, each of Peel Hunt and Gleacher Shacklock (and their respective subsidiaries, holding companies, branches and affiliates and its and their respective directors, officers, employees, agents and advisers) accordingly disclaim all and any responsibility or liability whatsoever (whether direct or indirect and whether arising in contract, in tort, under statute or otherwise (save as referred to above)), which they might otherwise have in connection with this document, any statement contained herein, the Disposal or otherwise.

## IMPORTANT NOTICES

### GENERAL

The contents of this document are not to be construed as legal, financial or tax advice. Recipients of this document should consult their own legal, financial or tax adviser for legal, financial or tax advice, as appropriate. Furthermore, none of James Fisher, the Directors, Peel Hunt or Gleacher Shacklock accept any responsibility for the accuracy, reliability or completeness of any information reported by the press or other media, or the fairness or appropriateness of any forecasts, views or opinions expressed by the press or other media regarding the Disposal. James Fisher, the Directors, Peel Hunt and Gleacher Shacklock make no representation as to the appropriateness, accuracy, completeness or reliability of any such information or publication.

### FORWARD-LOOKING STATEMENTS

This document includes statements that are, or may be deemed to be, “forward-looking statements” which are prospective in nature. They are based on current expectations and projections about future events, and are therefore subject to risks and uncertainties. Often, but not always, forward-looking statements may be identified by the use of a date in the future or forward-looking terminology, including the terms “anticipates”, “budget”, “believes”, “could”, “estimates”, “expects”, “intends”, “is subject to”, “may”, “plans”, “projects”, “scheduled”, “should” or “will”, or, in each case, their negative or other variations or comparable terminology, “targets”, “aims”, “forecasts” or by discussions of strategy, plans, objectives, goals, future events or intentions. Such statements are qualified in their entirety by the inherent risks and uncertainties surrounding future expectations or events that are beyond James Fisher’s control.

These forward-looking statements include all matters that are not historical facts. They appear in a number of places throughout this document and include, but are not limited to, statements regarding the Directors’ intentions, beliefs or current expectations concerning, among other things, the business, results of operations, financial condition, liquidity, prospects, growth and strategies of the James Fisher Group, RMS and the Continuing Group.

By their nature, forward-looking statements involve risk and uncertainty because they relate to future events and circumstances. Forward-looking statements are not guarantees of future performance and the actual results of operations of the James Fisher Group, RMS or the Continuing Group, and the developments of the markets and the industries in which they operate, may differ materially from those described in, or suggested by, the forward-looking statements contained in this document. In addition, even if the results of operations of the James Fisher Group, RMS or the Continuing Group and the developments of the markets and the industries in which they operate are consistent with the forward-looking statements contained in this document, those results or developments may not be indicative of results or developments in subsequent periods. A number of risks, uncertainties and other factors could cause results and developments to differ materially from those expressed or implied by the forward-looking statements (see Part II (*Risk Factors*) of this document).

Forward-looking statements may, and often do, differ materially from actual results. Any forward-looking statements in this document reflect the Directors’ current view with respect to future events and are subject to risks relating to future events and other risks, uncertainties and assumptions relating to the James Fisher Group’s business, results of operations, financial condition, prospects, growth and strategies. **Shareholders should specifically consider the factors identified in this document which could cause actual results to differ before making a decision on the Disposal.**

Other than in accordance with its legal or regulatory obligations (including under the Listing Rules, the Disclosure Guidance and Transparency Rules and the Market Abuse Regulation (EU No. 596/2014) as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018), James Fisher is not under any obligation and James Fisher expressly disclaims any intention or obligation (to the maximum extent permitted by law) to update or revise any forward-looking statements in this document, whether as a result of new information, future events or otherwise after the date of this document.

Neither James Fisher nor any of its Directors, officers or advisers provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this document will actually occur. You are cautioned not to place any undue reliance on these forward-looking statements, which speak only as at the date of this document.

The above explanatory wording regarding forward-looking statements is not intended to qualify the working capital statement that can be found at Section 12 of Part VI (*Additional Information*) of this document.

## PRESENTATION OF FINANCIAL INFORMATION

Unless otherwise indicated, financial information in this document relating to James Fisher and RMS has been prepared in accordance with the requirements of the Listing Rules and in accordance with UK-adopted international accounting standards (“IFRS”).

Certain figures included in this document have been subjected to rounding adjustments. Percentages in tables have been rounded and accordingly may not add up to 100%. Certain financial data have also been rounded. As a result of this rounding, the totals of data presented in this document may vary slightly from the actual arithmetic totals of such data.

In this document references to “£”, “pounds sterling”, “pence” or “GBP” are to the lawful currency of the UK. In this document references to “US dollars”, “US\$”, “\$” and “cents” are to the lawful currency of the United States.

### 1. Enterprise Value

In this document, the enterprise value of RMS is stated on a debt free, cash free basis and before taking into account any adjustments required under the terms of the Disposal and associated transaction costs.

### 2. Historical financial information relating to the James Fisher Group

Unless otherwise indicated, the historical financial information relating to the James Fisher Group included in this document has been extracted without material adjustment from the audited consolidated financial statements of the James Fisher Group for the years ended 31 December 2023, 31 December 2022 and 31 December 2021.

Unless otherwise indicated, the historical financial information relating to the James Fisher Group included in this document has been prepared in accordance with UK-adopted international accounting standards as applied in accordance with the provisions of the Companies Act 2006.

### 3. Historical financial information relating to RMS

Unless otherwise indicated, the historical financial information relating to RMS for the years ended 31 December 2023, 31 December 2022 and 31 December 2021 included in Part IV (*Historical Financial Information relating to RMS*) of this document is unaudited and has been extracted without material adjustment from the underlying consolidation schedules and accounting records that underlie the James Fisher Group’s audited consolidated financial statements for each of the financial years ended 31 December 2023, 31 December 2022 and 31 December 2021.

Unless otherwise indicated, the historical financial information relating to RMS has been prepared in accordance with IFRS and based on the accounting policies of the James Fisher Group, as adopted in the published consolidated financial statements for each of the financial periods presented.

### 4. Any other relevant financial items (E.G. Non-IFRS measures and reconciliations)

This document contains certain financial measures that are not defined or recognised under IFRS, including underlying operating profit, leverage and interest cover (the “**Non-IFRS measures**”). The Directors consider that these metrics, when considered together with IFRS results, provide the readers of the James Fisher Group’s financial statements with complementary information to better understand and compare the financial performance and position of the James Fisher Group from period to period. The adjustments are usually items that are significant in size and/or non-recurring in nature. These measures are also used by management for planning, reporting and performance management purposes. Some of the measures form part of the covenant ratios calculation required under the terms of the James Fisher Group’s loan agreements. The Directors believe that the Non-IFRS measures provide an additional understanding of the James Fisher Group’s results and related trends and, therefore, increased transparency and clarity into the core results of the business of the James Fisher Group.

A reconciliation of each of the Non-IFRS measures to the most directly comparable measures calculated and presented in accordance with IFRS and a discussion of their limitations are set out below.

The James Fisher Group does not regard these Non-IFRS measures as a substitute for, or superior to, the equivalent measures calculated and presented in accordance with IFRS or those calculated using financial measures that are calculated in accordance with IFRS. As these Non-IFRS measures include the benefits of restructuring programmes or use of the acquired intangible assets but exclude certain significant costs, such as

amortisation of intangible assets, litigation, material restructuring and transaction items, they should not be regarded as a complete picture of the James Fisher Group's financial performance, which is presented in its IFRS results. The exclusion of adjusting items may result in underlying profits/(losses) being materially higher or lower than IFRS earnings. Each Non-IFRS measure has limitations as an analytical tool, and each measure should not be considered in isolation from, or as a substitute for, analysis of the James Fisher Group's financial condition, cash flows, or results of operations, as reported under IFRS. In addition, the Non-IFRS financial measures are not standardised terms, hence, a direct comparison between companies using such terms may not be possible.

Accordingly, undue reliance should not be placed on the Non-IFRS measures contained in this document.

#### 4.1 Underlying operating profit

Underlying operating profit is defined as operating profit from continuing operations adjusted for acquisition-related income and expense (amortisation or impairment of acquired intangible assets, acquisition expenses, adjustments to contingent consideration), the costs of a material restructuring, litigation, asset impairment and profit/loss relating to the sale of businesses or any other significant one-off adjustments to income or expenses (adjusting items).

Underlying operating profit is used as a basis for net debt/EBITDA and interest cover covenant calculation, required under the terms of the James Fisher Group's loan agreements. This APM is also used internally to measure the James Fisher Group's performance against previous years and budgets, as the adjusting items fluctuate year-on-year and may be unknown at the time of budgeting.

	Continuing operations							
	As reported	Amortisation of acquired intangible assets	Impairment charges/ (reversals)	Refinancing	Re- structuring	Disposal of businesses and assets	Other/ Tax	Underlying results
2023			(£ million, unless otherwise indicated)					
Revenue . . . . .	496.2	—	—	—	—	—	—	496.2
Cost of sales . . . . .	(360.3)	—	—	—	—	(1.8)	—	(362.1)
Gross profit . . . . .	135.9	—	—	—	—	(1.8)	—	134.1
Administrative expenses . .	(109.6)	1.1	—	—	—	0.1	2.8	(105.6)
Impairment charges . . . .	(28.4)	—	28.1	—	—	—	—	(0.3)
Refinancing costs . . . . .	(12.2)	—	—	12.2	—	—	—	—
Restructuring costs . . . .	(5.7)	—	—	—	5.7	—	—	—
Share of post-tax results of associates . . . . .	1.4	—	—	—	—	—	—	1.4
Operating profit/(loss) . .	(18.6)	1.1	28.1	12.2	5.7	(1.7)	2.8	29.6
Finance income . . . . .	3.2	—	—	—	—	—	—	3.2
Finance expense . . . . .	(24.5)	—	—	—	—	—	—	(24.5)
(Loss)/profit before taxation . . . . .	(39.9)	1.1	28.1	12.2	5.7	(1.7)	2.8	8.3
Income tax . . . . .	(11.0)	(0.3)	—	—	—	—	5.3	(6.0)
(Loss)/profit for the year from continuing operations . . . . .	(50.9)	0.8	28.1	12.2	5.7	(1.7)	8.1	2.3
Discontinued operations								
(Loss)/profit for the year from discontinued operations, net of tax . .	(11.4)	—	—	—	—	—	—	(11.4)
(Loss)/profit for the year	(62.3)	0.8	28.1	12.2	5.7	(1.7)	8.1	(9.1)
Operating margin (%) . . .	(3.7)%							6.0%
Segmental underlying operating profit is calculated as follows:								
Energy . . . . .	9.5	0.6	2.1	—	3.6	(0.4)	0.3	15.7
Defence . . . . .	(23.7)	—	24.7	—	0.5	—	—	1.5
Maritime Transport . . . .	21.7	0.5	1.3	—	1.5	(1.4)	(0.3)	23.3
Corporate . . . . .	(26.1)	—	—	12.2	0.1	0.1	2.8	(10.9)
Continuing operations . .	(18.6)	1.1	28.1	12.2	5.7	(1.7)	2.8	29.6

During the year, adjusting items were in relation to the following matters:

- The amortisation of acquired intangibles.
- The impairment charges/(reversals) relate to goodwill, right-of-use vessels, tangible assets and investments.
- Refinancing is related to the costs of signing of the new Revolving Credit Facility, refinancing strategy, obtaining a waiver from the James Fisher Group's lenders and completion of various requirements and conditions of the Revolving Credit Facility.
- Restructuring costs relates to the transformation programme aimed at simplification, rationalisation and integration of the James Fisher Group's businesses across all three Divisions and includes £3.1 million in relation to the closure of the Subtech Europe business in the Energy Division.
- Disposal of businesses and assets primarily relates to a gain of £1.4 million on disposal of a vessel in the Maritime Transport Division.
- Other primarily relates to £2.2 million past service costs recognised for the Merchant Navy Ratings Pension Fund scheme ("MNRPF") as part of the review of the MNRPF's administrative and benefit practices carried out by the MNRPF's lawyers.
- £4.7 million of the tax charge relates to de-recognition of the brought forward net UK-deferred tax asset as at 31 December 2022. An assessment was undertaken leading to de-recognition of a deferred tax asset which has a significant and non-recurring impact in the current year.

#### 4.2 *Covenant EBITDA (Earnings before Interest, Tax, Depreciation and Amortisation)*

Covenant EBITDA is calculated in line with the James Fisher Group's banking covenants. It is defined as the underlying operating profit before interest, tax, depreciation and amortisation, adjusted for the impact of IFRS 16 (Leases). The covenants require that EBITDA is calculated excluding the effects of IFRS 16. The IFRS 16 adjustment is calculated as a difference between ROU depreciation and operating lease payments.

	<b>Year ended 31 December 2023</b>
	<i>(£ million<sup>(*)</sup>)</i>
Underlying operating profit . . . . .	29.6
Depreciation and amortisation . . . . .	41.2
Less: Depreciation on right-of-use assets . . . . .	(16.3)
Amortisation of acquired intangibles . . . . .	(1.1)
IFRS 16 impact removed . . . . .	1.0
Covenant EBITDA . . . . .	<b>54.4</b>

**Note:**

(\*) Excludes discontinued operations.

#### 4.3 *Leverage*

Leverage is calculated in line with the James Fisher Group's banking covenants. It is defined as Covenant EBITDA divided by underlying net borrowings. Underlying net borrowings is net borrowings including guarantees, and excluding right-of-use operating leases, which are the leases which would be considered operating leases under IAS 17 (Leases), prior to the introduction of IFRS 16. Guarantees are those issued by a

bank or financial institution to compensate a stakeholder in the event of a Group company not fulfilling its obligations in the ordinary course of business in relation to either advance payments or trade debtors.

	<b>Year ended 31 December 2023</b>
	<i>(£ million)</i>
Net borrowings . . . . .	201.1
Less: right-of-use operating leases <sup>(1)</sup> . . . . .	(56.9)
Guarantees and collateral deposits . . . . .	5.6
Underlying net borrowings . . . . .	149.8
Covenant EBITDA . . . . .	54.4
<b>Net debt : EBITDA . . . . .</b>	<b>2.75</b>

**Note:**

(1) In accordance with IFRS 16 (Leases), the James Fisher Group has recognised a lease liability of £61.2 million at 31 December 2023. Under the calculation of “net debt—covenant basis”, only those leases which would be classified as finance leases under IAS 17 (Leases), the standard superseded by IFRS 16, are considered to be debt. Of the £61.2 million lease liability recognised under IFRS 16, only £4.3 million would be classified as finance leases under IAS 17 and accordingly £56.9 million is adjustment in the net debt calculation.

#### 4.4 Interest cover

Interest cover is calculated in line with the James Fisher Group’s banking covenants. It is defined as a ratio of underlying net operating profit, adjusted for IFRS 16 (Leases) impact, to covenant interest.

	<b>Year ended 31 December 2023</b>
	<i>(£ million)</i>
Interest payable on bank loans less interest receivable on short-term deposits . . . . .	17.6
Finance lease interest . . . . .	0.1
Loan arrangement and other financing fees . . . . .	(4.4)
<b>Covenant interest . . . . .</b>	<b>13.3</b>
Underlying net operating profit . . . . .	29.6
IFRS 16 impact removed . . . . .	0.3
	29.9
<b>Interest cover . . . . .</b>	<b>2.2</b>

## 5. Unaudited Pro Forma Financial Information

In this document, any reference to “pro forma” financial information is to information which has been extracted without material adjustment from the unaudited financial information contained in Part V (*Unaudited Pro Forma Statement of Net Assets*) of this document (the “**unaudited pro forma financial information**”).

The unaudited pro forma financial information is for illustrative purposes only. Because of its nature, the unaudited pro forma financial information addresses a hypothetical situation and, therefore, does not represent the actual financial position or results of the James Fisher Group or the Continuing Group.

The unaudited pro forma financial information has been prepared on a basis consistent with the accounting policies adopted by the James Fisher Group in its financial statements for the year ended 31 December 2023 and in accordance with item 13.3.3R of the Listing Rules.

Future results of operations may differ materially from those presented in the unaudited pro forma financial information due to various factors.

## DEFINITIONS

Certain terms used in this document, including capitalised terms and certain technical terms, are defined and explained in Part VIII (*Definitions*) of this document.



## **INCORPORATION BY REFERENCE**

Certain information in relation to the Company is incorporated by reference into this document. Further information is set out in Part VII (*Information Incorporated by Reference*) of this document. Without limitation, unless expressly stated herein, the contents of the websites of the James Fisher Group, and any links accessible through the websites of the James Fisher Group, are not incorporated into and do not form part of this document.

## **NO PROFIT FORECAST OR ESTIMATES**

Unless otherwise stated, no statement in this document is intended as a profit forecast or a profit estimate and no statement in this document should be interpreted to mean that earnings, earnings per share or income, cash flow from operations or free cash flow for the James Fisher Group, RMS or the Continuing Group, as appropriate, for the current or future financial years would necessarily match or exceed the historical published earnings, earnings per share or income, cash flow from operations or free cash flow for the James Fisher Group, RMS or the Continuing Group, as appropriate.

## **NO OFFER OR SOLICITATION**

This document is not a prospectus and is not intended to, and does not constitute or form part of, any offer or invitation to purchase, acquire, subscribe for, sell, dispose of or issue, or any solicitation of any offer to sell, dispose of, purchase, acquire or subscribe for, any security.

This document is dated 24 May 2024.

## CONTENTS

EXPECTED TIMETABLE OF PRINCIPAL EVENTS . . . . .	10
CORPORATE DETAILS AND ADVISERS . . . . .	11
PART I LETTER FROM THE CHAIRMAN OF JAMES FISHER . . . . .	12
PART II RISK FACTORS . . . . .	22
PART III SUMMARY OF THE PRINCIPAL TERMS AND CONDITIONS OF THE DISPOSAL . . . . .	28
PART IV HISTORICAL FINANCIAL INFORMATION RELATING TO RMS . . . . .	33
PART V UNAUDITED PRO FORMA STATEMENT OF NET ASSETS . . . . .	35
PART VI ADDITIONAL INFORMATION . . . . .	40
PART VII INFORMATION INCORPORATED BY REFERENCE . . . . .	49
PART VIII DEFINITIONS . . . . .	50
PART IX NOTICE OF GENERAL MEETING . . . . .	55

## EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Entry into the Sale and Purchase Agreement	21 March 2024
Announcement of the Disposal	22 March 2024
Publication of this document, the Notice of General Meeting and the proxy form	24 May 2024
Latest time and date for receipt of votes for the General Meeting	3:00 p.m. on 11 June 2024
Latest time and date for receipt of CREST Proxy Instructions for the General Meeting	3:00 p.m. on 11 June 2024
Latest time and date for receipt of Proxymity and electronic registration of proxy appointment for the General Meeting	3:00 p.m. on 11 June 2024
Record Time for entitlement to vote at the General Meeting	6:00 p.m. on 11 June 2024
General Meeting	3:00 p.m. on 13 June 2024
Expected date of Completion (subject to the Conditions being satisfied or waived)	Late in the first half or early in the second half of 2024
Longstop Date	21 September 2024, or such other date as the parties agree

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### Notes:

All time references in this document are to London (UK) time.

Each of the times and dates in the above timetable is indicative only and may be subject to change. If any dates and/or times change, the new dates and/or times will be notified to the FCA and, where appropriate, to Shareholders through a Regulatory Information Service.

## CORPORATE DETAILS AND ADVISERS

<b>Directors</b>	Angus Cockburn	<i>(Chairman)</i>
	Jean Vernet	<i>(Chief Executive Officer)</i>
	Karen Hayzen-Smith	<i>(Chief Financial Officer)</i>
	Claire Hawkings	<i>(Senior Independent Non-Executive Director)</i>
	Aedamar Comiskey	<i>(Non-Executive Director)</i>
	Justin Atkinson	<i>(Non-Executive Director)</i>
	Inken Braunschmidt	<i>(Non-Executive Director)</i>
	Kash Pandya	<i>(Non-Executive Director)</i>
	Shian Jastram	<i>(Non-Executive Director)</i>
<b>Company Secretary</b>	Meirion Morgan	
<b>Registered Office</b>	Fisher House Michaelson Road Barrow-In-Furness Cumbria LA14 1HR United Kingdom	
<b>Sponsor</b>	Peel Hunt LLP 7th Floor 100 Liverpool Street London EC2M 2AT	
<b>Financial Adviser</b>	Gleacher Shacklock LLP 33 King Street St James's London SW1Y 6RJ	
<b>Broker</b>	Investec Bank plc 30 Gresham Street London EC2V 7QP	
<b>Legal advisers to James Fisher</b>	Freshfields Bruckhaus Deringer LLP 100 Bishopsgate London EC2P 2SR	
<b>Legal advisers to the Sponsor</b>	Simmons & Simmons LLP Citypoint 1 Ropemaker Street London EC2Y 9SS	
<b>Auditor and Reporting Accountant</b>	KPMG LLP 15 Canada Square London E14 5GL	
<b>Registrars</b>	Link Group Central Square 29 Wellington Street Leeds LS1 4DL	

## PART I LETTER FROM THE CHAIRMAN OF JAMES FISHER

### JAMES FISHER AND SONS PLC

*(Incorporated and registered in England and Wales with registered number 00211475)*

#### Directors:

Angus Cockburn	<i>(Chairman)</i>
Jean Vernet	<i>(Chief Executive Officer)</i>
Karen Hayzen-Smith	<i>(Chief Financial Officer)</i>
Claire Hawkings	<i>(Senior Independent Non-Executive Director)</i>
Aedamar Comiskey	<i>(Non-Executive Director)</i>
Justin Atkinson	<i>(Non-Executive Director)</i>
Inken Braunschmidt	<i>(Non-Executive Director)</i>
Kash Pandya	<i>(Non-Executive Director)</i>
Shian Jastram	<i>(Non-Executive Director)</i>

#### Registered Office:

Fisher House  
Michaelson Road  
Barrow-In-Furness  
Cumbria LA14 1HR  
United Kingdom

24 May 2024

Dear Shareholder,

### Proposed disposal of RMSpumptools Limited

#### Notice of General Meeting

#### 1. Introduction

On 22 March 2024, James Fisher and Sons plc (the “**Company**” and, together with each of its consolidated subsidiaries and subsidiary undertakings from time to time, “**James Fisher**” or the “**James Fisher Group**”) announced that it had entered into an agreement for the sale of the entire issued share capital of RMSpumptools Limited (“**RMS**”) to ChampionX UK Limited (a wholly-owned subsidiary of ChampionX Corporation, “**ChampionX**”) (the “**Purchaser**”) (the “**Disposal**”) for a total enterprise value of £90 million, representing a multiple of approximately 7.4 times RMS’s EBITDA for the 12-month period ended 31 December 2023. After taking into account cash-like and debt-like items and estimated transaction costs, the net proceeds arising from the Disposal are expected to be approximately £83 million in cash (the “**Net Proceeds**”), subject to certain customary closing adjustments.

The principal terms of the sale and purchase agreement in connection with the Disposal (the “**Sale and Purchase Agreement**”) are set out in paragraph 7 of this Part I (*Letter from the Chairman of James Fisher*) and in Part III (*Summary of the Principal Terms and Conditions of the Sale and Purchase Agreement*) of this document.

On 28 April 2023, James Fisher announced an updated strategy aimed at improving the James Fisher Group’s operational performance and driving sustainable and profitable growth through the provision of innovative marine service solutions to the market verticals of Energy, Defence and Maritime Transport. Delivering this strategy would, in turn, require a reshaping of the James Fisher Group to simplify and streamline its portfolio of businesses, alongside the implementation of new operating and reporting structures under the ‘One James Fisher’ model, to realise synergies and operational efficiencies.

In reviewing the portfolio, James Fisher identified a number of non-core businesses which it considered did not align with its strategic objectives, either as a consequence of their specific activities, or where their financial profile was inconsistent with the James Fisher Group’s long-term targets. Whilst RMS is a leader in its markets and delivered a robust financial performance in the financial year ended 31 December 2023, the Board of Directors of James Fisher (the “**Board**”) considers it to be non-core from a strategic perspective and with minimal synergies with the rest of the James Fisher Group.

The Board believes the value to be achieved by the Disposal represents an attractive outcome for James Fisher’s shareholders (the “**Shareholders**”). The Net Proceeds will be used to reduce leverage and strengthen the James Fisher Group’s balance sheet. As such, the Disposal has been unanimously agreed by the Board to be in the best interests of Shareholders. Further details on the use of proceeds are set out in paragraph 4 of this Part I (*Letter from the Chairman of James Fisher*).

Owing to its size, the Disposal constitutes a Class 1 transaction for the purposes of the Listing Rules, and therefore requires the approval of Shareholders. Accordingly, a General Meeting is being convened at which such approval will be sought and will be held at 3:00 p.m. on 13 June 2024 at the offices of Freshfields

Bruckhaus Deringer LLP at 100 Bishopsgate, London, EC2P 2SR. The notice convening the General Meeting, at which the ordinary resolution approving the Disposal (the “**Disposal Resolution**”) will be proposed, is set out at the end of this document.

An explanation of the Disposal Resolution is set out in paragraph 12 of this Part I (*Letter from the Chairman of James Fisher*). In the event that the Disposal Resolution is not passed, the Disposal will not proceed. **Your attention is drawn to the “Importance of your vote” section below, which sets out the consequences of the Disposal not completing and the resultant elevated risk that new borrowing facilities are not secured ahead of the RCF Expiration Date, which could, in turn, result in the Company and key trading companies in the James Fisher Group no longer being able to operate as a going concern.**

The purpose of this letter is to give you further details of the Disposal, including the background to, and reasons for it, and to explain why the Board considers the Disposal to be in the best interests of the Company and Shareholders as a whole. The Board unanimously recommends that Shareholders vote in favour of the Disposal Resolution at the General Meeting, as the Directors intend to do in respect of their shareholdings in the Company, representing, in aggregate, approximately 0.09% of the Company’s issued share capital as at the Latest Practicable Date.

Shareholders should read the whole of this document and not only rely on the information set out in this Part I (*Letter from the Chairman of James Fisher*).

## **2. Background to and reasons for the Disposal**

In 2023, James Fisher set out an updated strategy aimed at driving sustainable and profitable growth through the provision of innovative marine service solutions to the market verticals of Energy, Defence and Maritime Transport. Alongside this, the Board identified a clear requirement to reduce the James Fisher Group’s net financial indebtedness to improve James Fisher’s financial resilience, reduce its borrowing costs and provide funding capacity for future growth investment.

In order to achieve these strategic objectives, the Board initiated a review of James Fisher’s business and asset portfolio, with the objective of achieving a number of specified goals:

- simplifying the James Fisher Group’s operational, commercial and financial structure by reducing the number of operating entities;
- transitioning James Fisher from being a collection of disparate businesses into a group with more coherent activities, that is better able to realise synergies between its businesses;
- focusing the James Fisher Group on businesses with attractive end markets where James Fisher has a clear competitive advantage;
- enhancing overall James Fisher Group financial performance by improving individual business performance and exiting activities not capable of achieving specific returns targets or where markets are subject to excessive volatility; and
- reducing financial net indebtedness, in order to strengthen the James Fisher Group’s financial position and provide funding capacity for growth investment opportunities.

To date, the Company has made good progress in simplifying the James Fisher Group, exiting several business areas, including Subtech Europe and James Fisher Nuclear, as well as divesting non-core assets, including Prolec, Mimic and Straininstall and two dive support vessels. In total, this programme has generated gross proceeds in excess of £60 million in the past three years.

The James Fisher Group’s Energy division comprises a number of specialist businesses providing critical products and services to international customers operating throughout the value chains of the oil and gas and renewable energy industries. The Board believes that the structural drivers across these sectors provide the Energy division with a highly attractive growth opportunity through the provision of specialist and high value-added services to these markets.

To allow the James Fisher Group to capitalise on this opportunity, the Board is seeking to establish, within the Energy division, a synergistic portfolio of specialist businesses which have a higher weighting to service delivery over product manufacture and sale.

RMS provides products and components to the international oil and gas industry, with a leading position in certain geographic markets. Whilst RMS is a leader in its markets and is able to command attractive margins through its differentiation and operational efficiency, its product-led offering means that it is less well aligned

with the Company's forward-looking services-focused strategy. Furthermore, RMS is a standalone business and has minimal synergies with the rest of the James Fisher Group.

In conjunction with the review of the James Fisher Group's portfolio, the Board has been seeking actively to reduce the Company's net indebtedness and strengthen its financial position. On 6 June 2023, the Company entered into a new £209.9 million revolving credit facility (the "**Revolving Credit Facility**"), which has a maturity date of March 2025. The Revolving Credit Facility capacity as of 31 December 2023 was £192.7 million following a stepdown and amortisation of the facility. The Revolving Credit Facility is subject to certain leverage and interest cover covenants, as well as a number of undertakings in respect of the conduct of the James Fisher Group's business.

As at 31 December 2023, approximately £168.0 million of the Revolving Credit Facility was drawn and the James Fisher Group had net debt for covenant purposes of approximately £149.8 million, with leverage (net debt / EBITDA) of 2.75 times and interest cover of 2.2 times. Whilst the Board expects the James Fisher Group to continue to retain sufficient liquidity and operate within its covenants, as the benefits of the business improvement actions being taken translate into improved and more consistent financial performance, it remains mindful that demand and operating conditions in a number of its markets remain volatile. In addition, the Board believes that reducing the Company's current level of leverage and net indebtedness will enhance its ability to refinance the Revolving Credit Facility ahead of its maturity and to do so on more attractive terms.

Against this background, the Board believes that the Disposal is in the best interests of the Company, its Shareholders and its other stakeholders, for the following reasons:

- the Net Proceeds will be used to reduce leverage, strengthen the James Fisher Group's balance sheet and increase headroom to the facility covenants thereby providing a stronger position from which to refinance the Revolving Credit Facility ahead of its maturity;
- the Disposal implies an enterprise value/EBITDA multiple of approximately 7.4 times based on the EBITDA for the 12-month period ended 31 December 2023 for RMS; and
- the Disposal is in line with the Company's strategy to focus its portfolio through the sale of non-core assets.

The Net Proceeds are significant relative to the current and expected net indebtedness of the James Fisher Group. As at 31 December 2023, the drawn balance under the Revolving Credit Facility was approximately £168.0 million and remains drawn at approximately £168.0 million as at the Latest Practicable Date. Under the assumptions of the James Fisher Group's business plan and taking into account the Net Proceeds, the drawn balance under the Revolving Credit Facility at the RCF Expiration Date is expected to reduce significantly, to approximately £73.5 million. In the event that the Disposal did not take place, the drawn balance at the RCF Expiration Date would be expected to be at least £149 million. Given its expectations for the financial performance of the James Fisher Group, the Board believes that such higher level of indebtedness at the RCF Expiration Date would increase materially the risk that it was not able to secure new borrowing arrangements, or to do so on terms that are less restrictive of the James Fisher Group's future growth opportunities. **As such, your attention is drawn to the "Importance of your vote" section below, which sets out the consequences of the Disposal not completing and the resultant elevated risk that new borrowing facilities are not secured ahead of the RCF Expiration Date, which could, in turn, result in the Company and key trading companies in the James Fisher Group no longer being able to operate as a going concern.**

### **3. Information on RMS**

RMS designs and manufactures completion systems and components for electric submersible pump ("ESP") applications in the artificial lift segment of the oil and gas industry. Products include ESP dual systems, downhole sensors, mechanical, electrical and subsea electrical products. The business operates from four facilities in the United Kingdom, Saudi Arabia and the United Arab Emirates.

RMS serves international customers in the oil and gas industry and often works directly with operators, usually in partnership with ESP providers, to design bespoke products and solutions for customer requirements.

In total, the business employs around 130 employees. RMS's management team includes Doug Harwell (Managing Director), Martin Marsh (Finance Director) and Ted Boueri (Sales Director), who, the Company understands, plan to remain with the RMS business after completion of the Disposal ("**Completion**"). In the year ended 31 December 2023, RMS generated revenues of £43 million, EBITDA of £12 million and operating profit of £11 million. As at 31 December 2023, RMS had total assets of approximately £26 million.

#### 4. Use of proceeds and financial effects of the Disposal on the Continuing Group

##### *Use of proceeds*

The Net Proceeds arising from the Disposal are expected to be approximately £83 million, subject to certain customary adjustments. The Net Proceeds will be used to strengthen the James Fisher Group's balance sheet and support a reduction in leverage towards a target range of 1.0 to 1.5 times Net Debt to EBITDA.

As at 31 December 2023, the Revolving Credit Facility totalled £192.7 million. Under the terms of the Revolving Credit Facility, there are a number of mandatory prepayments (where monies are required to be applied to reducing the drawn balance) and cancellations (where the available facility is reduced) required, both scheduled and where cash is generated from disposals and specified contractual receipts. In respect of the Disposal, all of the Net Proceeds are required to be applied to the prepayment of the Revolving Credit Facility, reducing the drawn balance by an equivalent amount. Whilst the terms of the Revolving Credit Facility also require the cancellation of an amount equivalent to the Net Proceeds, the lenders have consented to £10 million of the Net Proceeds not being so applied, with such amount remaining available under the Revolving Credit Facility for the James Fisher Group's general liquidity and working capital requirements (the "**Disposal RCF Consent**"). After taking into account additional required cancellations expected to be made prior to Completion, the cancellation resulting from the Disposal will reduce the total available under the facility to approximately £108.7 million.

##### *Financial effects of the Disposal on the Continuing Group*

In the financial year ended 31 December 2023, RMS contributed sales of £43 million and operating profit of £11 million to the James Fisher Group. Following Completion, the Continuing Group will no longer receive the contribution that RMS makes to the consolidated results of the James Fisher Group. As a result of the anticipated reduction in indebtedness, following Completion, the Continuing Group's interest costs are expected to reduce which will, in part, offset the loss of the contribution that RMS would have made to the future consolidated results of the Continuing Group.

The pro forma effect of the Disposal on the net assets of the Continuing Group as at 31 December 2023, which has been prepared for illustrative purposes only, is set out in Part V (*Unaudited Pro Forma Statement of Net Assets*) of this document.

The Revolving Credit Facility has an expiration date of 31 March 2025 (the "**RCF Expiration Date**"), at which point the James Fisher Group would be required to repay in full any outstanding drawn balance. As the James Fisher Group expects to continue to have a net borrowing requirement at the RCF Expiration Date, it will seek to replace the Revolving Credit Facility ahead of the RCF Expiration Date with new borrowing arrangements that the Board believes, at the time, will provide sufficient liquidity for the Continuing Group's operational and strategic needs. The Board intends, assuming the Disposal completes, to explore and seek to complete the process to refinance the Revolving Credit Facility in the second half of 2024 and believes that the reduced level of the Company's leverage and net indebtedness, following Completion, will enhance its ability to refinance the Revolving Credit Facility ahead of its maturity and to do so on more attractive terms.

Given the process to refinance the Revolving Credit Facility is at an early stage, whilst the Board expects the Company to secure new borrowing arrangements following Completion, it does not have certainty that the Continuing Group will have access to sufficient borrowing facilities beyond the RCF Expiration Date. As such, the Board cannot confirm that the Continuing Group has sufficient working capital for its present requirements, that is, for at least twelve months following the date of publication of this Circular. Your attention is drawn to Section 12 of Part VI (*Additional Information*) of this document, which sets out a qualified working capital statement in respect of the Continuing Group (which assumes the Disposal will complete), as required by the Listing Rules.

The Net Proceeds are significant relative to the current and expected net indebtedness of the James Fisher Group. As at 31 December 2023, the drawn balance under the Revolving Credit Facility was approximately £168.0 million and remains drawn at approximately £168.0 million as at the Latest Practicable Date. Under the assumptions of the James Fisher Group's business plan and taking into account the Net Proceeds, the drawn balance under the Revolving Credit Facility at the RCF Expiration Date is expected to reduce significantly, to approximately £73.5 million. In the event that the Disposal did not take place, the drawn balance at the RCF Expiration Date would be expected to be at least £149 million. Given its expectations for the financial performance of the James Fisher Group, the Board believes that such higher level of indebtedness at the RCF Expiration Date would increase materially the risk that it was not able to secure new borrowing arrangements, or to do so on terms that did not restrict the James Fisher Group's future growth opportunities. **As such, your**



attention is drawn to the “Importance of your vote” section below, which sets out the consequences of the Disposal not completing and the resultant elevated risk that new borrowing facilities are not secured ahead of the RCF Expiration Date, which could, in turn, result in the Company and key trading companies in the James Fisher Group no longer being able to operate as a going concern.

## 5. Information on the Continuing Group and future strategy

Following Completion, the Continuing Group will continue to pursue its strategy of focusing on the market verticals of Energy, Defence and Maritime Transport where it has a sustainable competitive advantage. The Continuing Group will continue to implement its internal change agenda, including a focus on improvement and simplification, aimed at creating a more focused, sustainable business and targeting a value enhancing return on capital employed.

The James Fisher Group will continue to operate across three business units, aligned with the attractive market verticals identified:

- Energy – supporting the energy transition through the provision of services and innovative renewable energy solutions, including: oil and gas well testing and intervention; inspection, repair and maintenance; decommissioning and digital solutions; and renewable offshore wind services across the construction, installation, operations and maintenance lifecycle;
- Defence – providing life support services and equipment to subsea defence markets, such as submarine rescue, special operations vehicles, diving equipment and mobility solutions; and
- Maritime Transport – providing maritime coastal shipping and ship-to-ship transfer services, alongside a range of marine products and services to the broader industry.

Going forward, the Continuing Group will have a strong platform to deliver on its strategy to support its customers in unlocking sustainability and benefit from significant growth opportunities in its market verticals.

## 6. Information on the Purchaser

ChampionX is a global leader in chemistry solutions and highly engineered equipment and technologies that help companies drill for and produce oil and gas safely and efficiently around the world. ChampionX’s products provide efficient functioning throughout the lifecycle of a well with a focus on the production phase of wells. As of 31 December 2023, ChampionX had approximately 7,100 employees in 38 countries, with revenues of approximately US\$3.8 billion for the year then ended. On 2 April 2024, Schlumberger Limited announced a definitive agreement to purchase ChampionX in an all-stock transaction, which, subject to ChampionX shareholders’ approval, regulatory approvals and other customary closing conditions, is expected to close before the end of 2024.

RMS will be integrated into ChampionX’s Production and Automation Technologies (“PAT”) segment, which offers technology and services that facilitate the safe, efficient, and cost-effective extraction of oil and gas through artificial lift and digital automation applications. ChampionX’s PAT segment designs, manufactures, markets, and services a full range of artificial lift equipment, end-to-end automation and digital solutions as well as other production equipment and emissions monitoring solutions.

## 7. Principal terms of the Disposal

On 21 March 2024, the Company and its wholly-owned subsidiary James Fisher Holdings UK Limited (“**RMS Holdco**” or the “**Seller**”) entered into the Sale and Purchase Agreement with the Purchaser, pursuant to which the Company and RMS Holdco have agreed, on the terms and subject to the conditions of the Sale and Purchase Agreement (the “**Conditions**”), to sell RMS to the Purchaser. The enterprise value for the Disposal is £90 million, subject to customary closing adjustments.

The aggregate price for the entire issued share capital of RMS payable on Completion (the “**Purchase Price**”) shall be an amount equal to:

- approximately £86 million, being an amount determined by the Seller and Purchaser by reference to an enterprise value of £90 million, subject to certain customary adjustments; plus
- an amount equal to 4.25 per cent per annum (accruing on a daily basis and calculated pro-rata on the basis of a 365-day year) on the equity value from (but excluding) 31 December 2023 up to (and including) the Completion Date; less
- the amount of the W&I insurance costs to be borne by the Seller; less

- the amount of any defined leakage items; less
- all outstanding amounts under the intercompany loan provided by the Seller and its Affiliates from time to time (but excluding RMS and its two wholly-owned subsidiaries (the “**Target Companies**” and each a “**Target Company**”)) (the “**Seller Group**”) to the Target Companies pursuant to the intercompany loan agreement between the Seller (as lender) and RMS (as borrower) dated 31 December 2019 (as amended from time to time) (the “**Inter-Company Loan**”) as at Closing; less
- any amounts owed by RMS to the Seller under the Inter-Company Loan (including interest) that have been paid by RMS to the Seller between 31 December 2023 up to the Completion Date; plus
- any additional funding amounts that have been paid to RMS by the Seller under the Inter-Company Loan between 31 December 2023 up to the Completion Date.

At Completion, the Purchaser (as agent for the Target Group) will settle by repayment to the Seller Group any outstanding amounts owed as at Closing by the Target Group to the Seller Group in respect of:

- the Inter-Company Loan Amount;
- any outstanding Inter-Company Payables, including, to the extent not already paid, the Locked Box Inter-Company Payable Amount; and
- the Inter-Company Services Charge Liability,

in each case, as defined in the Sale and Purchase Agreement.

The Sale and Purchase Agreement contains certain warranties and indemnities given by James Fisher, RMS Holdco and the Purchaser which are customary for a transaction of this nature. Further details of warranties and indemnities are set out in Part III (*Summary of the Principal Terms and Conditions of the Disposal*) of this document.

Completion of the Disposal is conditional upon the satisfaction (or waiver, where applicable) of the following Conditions:

- the passing of the Disposal Resolution by Shareholders at the General Meeting (the “**Seller Parent Shareholder Approval Condition**”);
- the release of all security and guarantees granted pursuant to the Revolving Credit Facility by or in respect of RMS and/or any other Target Company by the relevant security agent (requiring consent of the lenders under the Revolving Credit Facility—pursuant to the Disposal RCF Consent, the lenders under the Revolving Credit Facility have consented to the Disposal and thereby authorised the release of such security and guarantees);
- no event, circumstance, occurrence or fact between the date of the Sale and Purchase Agreement and the Completion Date resulting in: (i) a reduction in the value of the RMS shares by 20% or more, other than certain customary global and market conditions; or (ii) the James Fisher Group or RMS and/or any other Target Company becoming subject to sanctions (any such event, circumstance, occurrence or fact being a “**Material Adverse Change**”), having occurred between signing and the fulfilment of all other Conditions; and
- obtaining merger control clearance, approval and/or non-objection from the Saudi Arabian General Authority for Competition regarding the Disposal (the “**Regulatory Condition**”).

The Board expects that, subject to the satisfaction and/or waiver (where applicable) of the Conditions, Completion is expected to occur by the end of the first half or early in the second half of 2024. The expected timetable of principal events for the Disposal is set out on page 10 of this document. Any revision to this timetable will be notified to the FCA and, where appropriate, to Shareholders through a Regulatory Information Service.

Following Completion, James Fisher will announce, via a Regulatory Information Service, that the Disposal has taken effect.

Further details of the terms of the Disposal, including the principal terms of the Sale and Purchase Agreement and Transitional Services Agreement, are set out in Part III (*Summary of the Principal Terms and Conditions of the Disposal*) of this document.

## **8. Irrevocable Undertaking and Letters of Intent**

The Company has received irrevocable undertakings or letters of intent to vote in favour of the Disposal Resolution from shareholders in respect of 19,543,290 Shares and preference shares in total, representing approximately 38.70% of the existing share capital of the Company as at the Latest Practicable Date, as described below:

- the Trustees of the Sir John Fisher Foundation, which holds 10,601,360 Shares and 100,000 preference shares, representing approximately 20.99% of the existing share capital of the Company as at the Latest Practicable Date, have irrevocably undertaken to vote in favour of the Disposal Resolution; and
- the Company has received non-binding letters of intent to vote in favour of the Disposal Resolution from Schroders plc, in respect of 5,141,930 Shares, representing approximately 10.18% of the existing share capital of the Company as at the Latest Practicable Date, and Odyssean Investment Trust plc, in respect of 3,800,000 Shares, representing approximately 7.53% of the existing share capital of the Company as at the Latest Practicable Date.

## **9. Current trading, trends and future prospects for the Continuing Group**

On 16 April 2024, the Company released its results for the year ended 31 December 2023, within which it provided the following update on Group outlook:

“In 2024 to date, the James Fisher Group’s overall performance has been in line with the Board’s expectations, building on the early-stage progress in the turnaround plan achieved during 2023. Looking forward, the Board continues to expect supportive end markets in 2024 in the majority of the James Fisher Group’s businesses and would also expect to deliver further benefits from ongoing turnaround initiatives.

The James Fisher Group’s key focus for 2024 is to establish a robust and sustainable financial platform, with lower levels of debt as the James Fisher Group works towards a mid-term leverage range of 1.0 to 1.5 times Net Debt to EBITDA. To achieve this the James Fisher Group needs to complete the Disposal and refinance the Revolving Credit Facility prior to the RCF Expiration Date. Delivering on this objective will strengthen the Continuing Group’s balance sheet, reduce its interest cost, make it more resilient, and provide greater ability to take advantage of growth opportunities.”

The Board confirms that the James Fisher Group’s trading and outlook remains in line with the content of that statement.

## **10. Current trading, trends and future prospects for RMS**

On 16 April 2024, the Company released its results for the year ended 31 December 2023, within which it provided the following commentary on RMS’ trading and outlook:

“The RMS business delivered strong performance in 2023, supported by its exposure to growth in oil and gas markets and its strong positions with key customers. Key recent achievements include the successful commencement and ramp-up of manufacturing operations at a new facility in the Kingdom of Saudi Arabia. High demand for artificial lift products, which extend the life of oil wells, has continued into 2024, with RMS’s order book continuing to grow year to date.”

The Board confirms that the RMS’s trading and outlook remains in line with the content of that statement.

## **11. Working capital**

Your attention is drawn to the working capital statement in Section 12 of Part VI (*Additional Information*) of this document. As set out in Section 12 of Part VI (*Additional Information*) of this document, the Company is of the opinion that, taking into account the Net Proceeds from the Disposal and the facilities available to the Continuing Group, the working capital available to the Continuing Group is not sufficient for its present requirements, that is for at least the next 12 months from the date of this document.

## **12. General Meeting**

### *12.1 General Meeting*

Owing to its size, the Disposal constitutes a Class 1 transaction for the purposes of the Listing Rules, and therefore requires the approval of Shareholders. Accordingly, the Disposal Resolution will be proposed at a General Meeting. Set out on page 55 of this document is the Notice of General Meeting to be held at the

offices of Freshfields Bruckhaus Deringer LLP at 100 Bishopsgate, London, EC2P 2SR at 3:00 p.m. on 13 June 2024 at which the Disposal Resolution (summarised below) will be proposed. The full text of the Disposal Resolution is set out in the Notice of General Meeting.

The Disposal Resolution will be proposed as an ordinary resolution requiring a simple majority of votes cast in favour.

### *12.2 Disposal Resolution*

The implementation of the Disposal is conditional upon, among other things, Shareholders' approval of the Disposal Resolution being obtained at the General Meeting.

The Disposal Resolution proposes that the Disposal be approved and the Directors be authorised to make any such non-material amendments, waivers or extensions to the terms of the Disposal and/or the Sale and Purchase Agreement which they in their absolute discretion consider necessary, appropriate or desirable to implement the Disposal and to take all steps and to do all things which they consider necessary or desirable to implement the Disposal.

### *12.3 Actions to be taken*

Whether or not you propose to attend the General Meeting in person, it is important that Shareholders have the opportunity to vote. If you have received a proxy form to enable you to vote on the Disposal Resolution at the General Meeting or any adjournment thereof, you may submit your proxy using the proxy form. Alternatively, you may submit your proxy form electronically by accessing the Registrar's website at [www.signalshares.com](http://www.signalshares.com). Alternatively, you can vote via Proxymity or CREST (refer to the notes to the Notice of General Meeting). You may also request a hard copy proxy form directly from the Registrar, Link Group. You should complete and return your proxy appointment electronically or in hard copy so as to arrive as soon as possible, but in any event so as to be received by no later than 3:00 p.m. on 11 June 2024, being 48 hours before the time appointed for the holding of the General Meeting (or, in the case of an adjournment, not later than 48 hours before the time fixed for the holding of the adjourned meeting).

A Shareholder who is entitled to vote at the meeting is entitled to appoint a proxy to vote on their behalf. Shareholders can appoint the chair of the General Meeting. A proxy does not need to be a member of the Company. A Shareholder may appoint more than one proxy in relation to the meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that member.

You may appoint a proxy using the proxy form, so that it is received by the Registrar by no later than 3:00 p.m. on 11 June 2024 (or, in the case of an adjournment, not later than 48 hours before the time fixed for the holding of the adjourned meeting).

You may appoint a proxy through [www.signalshares.com](http://www.signalshares.com), so that it is received by the Registrar by no later than 3:00 p.m. on 11 June 2024 (or, in the case of an adjournment, not later than 48 hours before the time fixed for the holding of the adjourned meeting).

If you hold shares in CREST, you may appoint a proxy by completing and transmitting a CREST Proxy Instruction in accordance with the procedures set out in the CREST Manual so that it is received by the Registrar (CREST Participant ID: RA10) by no later than 3:00 p.m. on 11 June 2024 (or, in the case of an adjournment, not later than 48 hours before the time fixed for the holding of the adjourned meeting).

If you are an institutional investor, you may be able to appoint a proxy electronically via the Proxymity platform, a process which has been agreed by the Company and approved by the Registrar. For further information regarding Proxymity, please go to [www.proxymity.io](http://www.proxymity.io). Any proxy submitted via Proxymity must be received by no later than 3:00 p.m. on 11 June 2024 (or, in the case of an adjournment, not later than 48 hours before the time fixed for the holding of the adjourned meeting). Further details of the procedure are set out in the Notice of General Meeting set out in Part IX (*Notice of General Meeting*) at the end of this document.

Unless your vote, proxy form, CREST Proxy Instruction, proxy submitted via Proxymity or an electronic registration of proxy appointment (as applicable) is received by the relevant date and time specified above, it will be invalid.

Voting via proxy form, [www.signalshares.com](http://www.signalshares.com), the submission of a CREST Proxy Instruction, submission of a proxy via Proxymity or an electronic registration of a proxy appointment will not preclude you from attending the General Meeting and voting in person if you so wish.

### 13. Importance of your vote

**Your attention is drawn to the fact that Completion of the Disposal is conditional upon, amongst other things, the Disposal Resolution being passed at the General Meeting.**

Shareholders are asked to vote in favour of the Disposal Resolution at the General Meeting in order for the Disposal to proceed. If the Disposal Resolution is not passed by Shareholders, the Disposal cannot complete and the Company will not receive the Net Proceeds. The Board believes that successful completion of the Disposal is required to strengthen the James Fisher Group's balance sheet and should the Disposal not complete, there would be a resultant elevated risk that the James Fisher Group would have a significant funding shortfall when its current banking facilities mature.

The Revolving Credit Facility expires on the RCF Expiration Date, at which point the James Fisher Group is required to repay in full any outstanding drawn balance. As at the Latest Practicable Date, £168.0 million was drawn under the Revolving Credit Facility. Under the assumptions of the James Fisher Group's business plan and taking into account the Net Proceeds, the drawn balance under the Revolving Credit Facility at the RCF Expiration Date is expected to reduce to approximately £73.5 million.

As the James Fisher Group expects to continue to have a net borrowing requirement at the RCF Expiration Date, the Board intends, assuming the Disposal completes, to explore and seek to complete the process to refinance the Revolving Credit Facility in the second half of 2024 and on the basis of preliminary conversations with prospective lenders expects that, should the Disposal take place, the Continuing Group would be able to secure new borrowing facilities, which will provide sufficient liquidity for the Continuing Group's operational and strategic needs, ahead of the RCF Expiration Date.

However, in the event that the Disposal fails to complete, then, under the assumptions of the James Fisher Group's business plan, the drawn balance under the Revolving Credit Facility at the RCF Expiration Date would be expected to be at least £149 million. In these circumstances, were the James Fisher Group unable to secure sufficient new borrowing arrangements successfully ahead of this time, the repayment obligation under the terms of the Revolving Credit Facility would result in an immediate funding shortfall of at least £149 million. Given its expectations for the financial performance of the James Fisher Group, the Board believes that such a higher level of indebtedness at the RCF Expiration Date would increase materially the risk that it was not able to secure new borrowing arrangements. Should this occur, the James Fisher Group would not be able to meet its repayment obligations under the terms of the Revolving Credit Facility and the Company and key trading companies in the James Fisher Group would no longer be able to operate as a going concern. In such circumstances, the Board or the James Fisher Group's lenders may resolve to place the Company and such key trading companies into an administration process (or equivalent local law procedures). In such circumstances, it is also possible that lenders under the Revolving Credit Facility would require ancillary facility lines (such as letters of credit and bonding lines) and hedging provided to the Continuing Group to be cash collateralised or repaid and closed-out, respectively. As at 30 April 2024, approximately £25.9 million was outstanding in respect of ancillary facility lines.

#### *Mitigating actions*

In the event that the Disposal did not occur, the Board would still commence a formal process to refinance the Revolving Credit Facility in the second half of 2024. In these circumstances, the Board believes that it may still be possible to secure new borrowing facilities in sufficient time to meet the significantly higher repayment obligation at the RCF Expiration Date. However, no discussions with prospective lenders in respect of such larger borrowing requirements have taken place and consequently there can be no certainty that such a refinancing could be concluded within sufficient time.

In the event that the Disposal did not complete and the Board believed that the James Fisher Group would be unable to refinance the Revolving Credit Facility before the RCF Expiration Date, it would take various mitigating actions beyond those within the Company's reasonable control to improve the James Fisher Group's liquidity and to retain the Company as a going concern:

- (i) the Company may seek to renegotiate, with its existing banking syndicate, the terms and deferral of the maturity of the Revolving Credit Facility to such future date as to ensure the sufficiency of working capital of the Continuing Group beyond the current maturity date of 31 March 2025. However, no such negotiation with its existing lenders has occurred and there can be no certainty that the lenders would agree any extension of the Revolving Credit Facility;
- (ii) in addition to RMS, the Board has identified other businesses and assets it considers could be sold. In the event that the Disposal did not complete, the Board may seek an alternative purchaser for RMS

and/or bring forward the potential disposals of other assets, if at an appropriate value, to generate additional proceeds to supplement its liquidity profile. In order to address the funding shortfall set out above, sale processes for such businesses or assets would be required to be commenced and successfully concluded with any proceeds received, well ahead of the RCF Expiration Date and to realise proceeds in excess of the funding shortfall. However, there can be no certainty that significant assets of the Continuing Group could be sold prior to the RCF Expiration Date or that the value realised from such sales would be sufficient to meet, in full, the funding shortfall at the RCF Expiration Date; and

- (iii) the Company would review all future funding and refinancing options, which could include, but are not limited to, additional equity, debt and/or other financing arrangements so as to ensure the sufficiency of working capital of the Continuing Group.

It is currently anticipated by the Board that the mitigating actions in paragraphs (i) to (iii) above would only be undertaken in the event that new borrowing arrangements were not secured, or were not reasonably expected to be secured in sufficient time ahead of the RCF Expiration Date.

As is customarily the case, there can be no certainty that an agreement will be reached for any of the above mitigating actions, either in sufficient time or at all, or as to the terms and/or quantum of any such transaction(s). It should also be noted that none of the aforementioned mitigating actions are solely within management control. In the event that the aforementioned mitigating actions are not able to be sufficiently employed, in time or at all, to generate further working capital for the James Fisher Group's requirements, the Company and key trading companies in the James Fisher Group would no longer be able to operate as a going concern, in which case the Board or the James Fisher Group's lenders may resolve to place the Company and such key trading companies into an administration process (or equivalent local law procedures).

**Accordingly, it is critical that Shareholders vote in favour of the Disposal Resolution, as the Disposal is, in the Board's opinion, in the best interests of Shareholders as a whole.**

Even if the Disposal is approved by Shareholders, due to the timing of the RCF Expiration Date, there are circumstances in which the Continuing Group would not have sufficient working capital for its present requirements, that is for at least the next 12 months from the date of this document. As such, attention is also drawn to the "qualified" working capital statement set out and described in Section 12 of Part VI (*Additional Information*) of this document.

#### **14. Further information**

The expected timetable of principal events for the Disposal is set out on page 10 of this document. Your attention is drawn to the additional information set out in Part II (*Risk Factors*), which contains a discussion of the risks and uncertainties which you should take into account when considering whether to vote in favour of the Disposal Resolution, and Part VI (*Additional Information*) of this document. **Shareholders are advised to read the whole document and not merely rely on the key or summarised information in this letter.**

#### **15. Financial advice**

The Board has received financial advice from Gleacher Shacklock as financial advisor in connection with the Disposal. In providing its financial advice to the Board, Gleacher Shacklock has relied upon the Board's commercial assessment of the Disposal.

#### **16. Recommendation**

The Board considers the Disposal and the Disposal Resolution to be in the best interests of the Company and Shareholders taken as a whole. Accordingly, the Board unanimously recommends that Shareholders vote in favour of the Disposal Resolution set out in the Notice of General Meeting.

The Directors of the Company intend to vote in favour of the Disposal Resolution in respect of their beneficial holdings and shares, in respect of which they have an interest amounting to 43,487 Shares in aggregate, representing approximately 0.09% of the existing ordinary share capital of the Company in issue as at the Latest Practicable Date.

Yours faithfully,

Angus Cockburn  
*Chairman*

## PART II RISK FACTORS

*Shareholders should carefully consider the risks and uncertainties described below, together with all other information in this document before deciding whether to vote in favour of the Disposal Resolution.*

*The risk factors in this document set out the necessary disclosure in accordance with the Listing Rules, and do not seek to cover all of the material risks which generally affect the James Fisher Group. Further information on the material risks which generally affect the James Fisher Group is set out in the Company's 2023 Annual Report.*

*The risks described below represent those known to the Directors as at the date of this document which the Directors consider to be material risks relating to the Disposal, as well as material risks to the Continuing Group which result from or will be affected by the Disposal and material risks to the James Fisher Group if the Disposal were not to proceed. However, these risks and uncertainties are not the only ones facing the James Fisher Group or which, following Completion, the Continuing Group will face. Additional risks and uncertainties could also have a material adverse effect on the business, financial condition, results of operations, or prospects of the James Fisher Group or, following Completion, the Continuing Group. These risks and uncertainties may not exist now or are not currently known to the Directors. Alternatively, they could be currently considered by the Directors to be immaterial or considered by them to be material, but which are not related to or will not be affected by the Disposal.*

*If any or a combination of these risks actually occurs, the business, financial condition, results of operations or prospects of the James Fisher Group or, following Completion, the Continuing Group could be materially and adversely affected. In such case, the price of Shares could decline and investors may lose all or part of their investment.*

*The information given is as at the date of this document and, except as requested by the FCA or required by the Listing Rules or any other applicable law, will not be updated. Any forward-looking statements are made subject to the reservations specified under "Forward-looking statements" at the beginning of this document.*

### 1. Risks related to the Disposal

***The James Fisher Group will apply the Net Proceeds of the Disposal to its working capital requirements and, if the Disposal is not approved by Shareholders or otherwise does not complete, the James Fisher Group may in certain circumstances have insufficient working capital.***

The Revolving Credit Facility expires on the RCF Expiration Date, at which point the James Fisher Group would be required to repay in full any outstanding drawn balance. As the James Fisher Group expects to continue to have a net borrowing requirement at the RCF Expiration Date, the Board intends, assuming the Disposal completes, to explore and seek to complete the process to refinance the Revolving Credit Facility in the second half of 2024 and on the basis of preliminary conversations with prospective lenders expects that, should the Disposal take place, the Continuing Group would be able to secure new borrowing arrangements, which will provide sufficient liquidity for the Continuing Group's operational and strategic needs, ahead of the RCF Expiration Date.

Completion of the Disposal is subject to, and can only occur upon, the passing of the Disposal Resolution by Shareholders at the General Meeting and the satisfaction (or waiver, where applicable) of the other Conditions (see the separate risk factor "*The Disposal may be delayed or may not proceed to Completion*" below). If the Disposal is not approved by Shareholders or otherwise fails to complete, then, under the assumptions of the James Fisher Group's business plan, the drawn balance under the Revolving Credit Facility at the RCF Expiration date would be expected to be at least £149 million. In these circumstances, were the James Fisher Group unable to secure sufficient new borrowing arrangements successfully ahead of this time, the repayment obligation under the terms of the Revolving Credit Facility would result in an immediate funding shortfall of at least £149 million. Given its expectations for the financial performance of the James Fisher Group, the Board believes that such a higher level of indebtedness at the RCF Expiration Date would increase materially the risk that it was not able to secure new borrowing arrangements. Should this occur, the James Fisher Group would not be able to meet its repayment obligations under the terms of the Revolving Credit Facility and the Company and key trading companies in the James Fisher Group would no longer be able to operate as a going concern. In such circumstances, the Board or the James Fisher Group's lenders may resolve to place the Company and such key trading companies into an administration process (or equivalent local law procedures). Even where the Disposal does proceed to Completion, James Fisher may not, in certain circumstances have sufficient working capital, see the separate risk factor "*In a reasonable worst case scenario, the Continuing Group may not have sufficient working capital*" below.

***The Disposal may be delayed or may not proceed to Completion.***

Completion of the Disposal is conditional upon the satisfaction (or waiver, where applicable) of the following Conditions:

- (a) the Seller Parent Shareholder Approval Condition;
- (b) the release of all security and guarantees granted pursuant to the Revolving Credit Facility by or in respect of RMS and/or any other Target Company by the relevant security agent (requiring consent of the lenders under the Revolving Credit Facility – pursuant to the Disposal RCF Consent, the lenders under the Revolving Credit Facility have consented to the Disposal and thereby authorised the release of such security and guarantees);
- (c) no Material Adverse Change having occurred between signing and the fulfilment of all other Conditions; and
- (d) the Regulatory Condition.

The Seller shall be responsible for satisfying the Conditions in paragraphs (a) to (c) above. The Purchaser shall be responsible for obtaining the necessary clearance in order to satisfy the Condition set out in paragraph (d) above. The Seller, the Seller Group and the Target Companies shall provide assistance and information as reasonably required in connection with the fulfilment of the Regulatory Condition. The outcome of the clearance set out in paragraph (d) above, as well as the satisfaction (or waiver, where applicable) of the other Conditions, is subject to factors outside the control of the James Fisher Group and/or the Purchaser and cannot be predicted with certainty.

Completion of the Disposal shall take place on a date within seven business days after the date on which the last of the above Conditions have been satisfied or waived, or such other date as agreed between the parties to the Sale and Purchase Agreement (the “**Completion Date**”).

The Completion Date shall take place no later than six months after the date of the Sale and Purchase Agreement, unless the Regulatory Condition is not fulfilled by that date, in which case the Completion Date shall take place no later than nine months after the date of the Sale and Purchase Agreement (unless otherwise further extended by the Seller for an additional three months) or such other date as the parties to the Sale and Purchase Agreement may determine by mutual written agreement (the “**Longstop Date**”).

Whilst the Seller and the Purchaser have obligations in relation to the satisfaction of these Conditions, there can be no assurance that the requisite approval from Shareholders or any or all of the other Conditions will be satisfied or waived (to the extent they are capable of being waived). Further, there can be no assurance that satisfaction of these Conditions will not be delayed due to factors outside the control of the James Fisher Group and/or the Purchaser. The Disposal may, therefore, be delayed or not complete at all. Additionally, if Completion is deferred more than once because a party fails to satisfy its Completion obligations, then the other party could become entitled to terminate the Sale and Purchase Agreement.

If the Disposal does not proceed to Completion, the James Fisher Group will not receive the Net Proceeds from the Disposal, which could have a material adverse effect on the James Fisher Group’s business, results of operations, financial condition and prospects (see the separate risk factor “*The James Fisher Group will apply the Net Proceeds of the Disposal to its working capital requirements and, if the Disposal does not complete, the James Fisher Group may in certain circumstances have insufficient working capital*” above).

Additionally, any delay in completing the Disposal will prolong the period of uncertainty for RMS and its customers and employees (including management), which could have a negative impact on the trading performance of RMS resulting in a material adverse effect on RMS’s business, results of operations, financial condition and prospects.

The Company has also incurred, and will continue to incur, transaction costs in relation to the negotiation of the Disposal, and certain of these have been and will be incurred irrespective of whether or not the Disposal proceeds. Any delay may also result in the accrual of additional costs to the businesses carried out by the James Fisher Group without any of the potential benefits of the Disposal having been achieved.

***The Company may incur liability under the Sale and Purchase Agreement and Transitional Services Agreement.***

The Sale and Purchase Agreement contains certain customary warranties and indemnities given by the Seller in favour of the Purchaser. The Purchaser has undertaken due diligence in connection with the Disposal and, in addition, the Purchaser has obtained warranty and indemnity insurance in respect of the warranties under the



Sale and Purchase Agreement. Although the liability of the Seller under the warranties and tax covenant is limited to £1 under the Sale and Purchase Agreement, claims other than in respect of the warranties or tax covenant given by the Seller would not be covered by this £1 cap and, following Completion, the Continuing Group retains liability in respect of any other non-warranty claims, subject to customary liability caps.

Under the Transitional Services Agreement, the Seller could be liable for any breach of its obligations under the Transitional Services Agreement up to a maximum amount equal to 100% of the total Transitional Service Charges paid or payable under the Transitional Services Agreement. There are customary exclusions in respect of loss of profits, business or reputation, consequential losses and for breaches caused by third-party suppliers or a cybersecurity incident.

If the Continuing Group should incur liabilities in respect of any such claims under the Sale and Purchase Agreement or the Transitional Services Agreement, the costs of such liabilities could have an adverse effect on its business, financial condition and results of operations.

***The Disposal may have a disruptive impact on the RMS and James Fisher businesses.***

Any disruption to the RMS business as a result of the Disposal could impact the financial condition and prospects of RMS (and, in turn, its potential future value to James Fisher), in particular if the Disposal does not proceed to Completion as set out in Section 1 (*Risks related to the Disposal*) of this Part II (*Risk Factors*).

James Fisher has and will have incurred material costs in connection with the Disposal. Completion of the Disposal will require significant work and resource expenditure among the senior management and employees of RMS and the wider James Fisher Group that could otherwise be spent productively operating the business in the ordinary course. The Company and RMS's management, employees, suppliers and customers may become distracted by the completion of the Disposal and any perceived uncertainty as regards to the future ownership of RMS and as a consequence may become reluctant to make long-term commitments to RMS or the James Fisher Group more widely. If customers delay, defer or change commitment decisions, the revenue of the Company and RMS could be adversely impacted. If key management and employees of the Company and RMS decide to leave, the relevant business may encounter disruption to the operation of the business in the ordinary course, as well as additional costs in recruiting, and there is no guarantee they will identify appropriate replacements. Any of the foregoing may have an adverse impact on the James Fisher Group's and, following Completion, the Continuing Group's business, results of operations, financial condition and prospects.

***Third parties could interfere with the Disposal.***

The Company might also be approached by a third party seeking to make a more favourable offer for the RMS business than that of the Purchaser and the Directors might consequently be required (in accordance with their fiduciary duties and subject to the terms of the Sale and Purchase Agreement) to withdraw their recommendation of the Disposal Resolution and the Disposal and postpone or cancel the General Meeting. Any such withdrawal of the Board's recommendation of the Disposal Resolution would prevent Completion of the Disposal without necessarily resulting in completion of a more favourable transaction, which may adversely impact the James Fisher Group's business, results of operations, financial condition and prospects.

As a listed company, the Company is exposed to potential approaches from third parties seeking to instigate a public takeover of the Company and, prior to the General Meeting, the Directors might consequently be required (in accordance with their fiduciary duties and subject to the terms of the Sale and Purchase Agreement) to withdraw their recommendation in favour of the Disposal Resolution and the Disposal, which may result in the Disposal not proceeding to Completion and the Seller being required to pay a break fee to the Purchaser, which may adversely impact the James Fisher Group's business, results of operations, financial condition and prospects.

***Events or developments may occur prior to Completion which could make the terms of the Disposal less attractive for the Company.***

During the period from the signing of the Sale and Purchase Agreement to Completion, events or developments may occur, including changes in trading, operations or outlook of the Continuing Group or RMS, or external market factors, which could make the terms of the Disposal less attractive for the Company. The Company would be obliged to complete the Disposal notwithstanding such events or developments. This may have an adverse effect on the Continuing Group's business, financial condition and results of operations.

***There can be no assurance that there will be a future disposal of RMS.***

If the Disposal does not proceed, there can be no guarantee that opportunities will arise for a future disposal or other separation of RMS at an equivalent value. There is a risk that the value of RMS may erode over time if the Company is unable to invest the resources necessary to deliver the growth potential of RMS. Accordingly, there is no guarantee that the valuation under the Sale and Purchase Agreement would be available in any future attempted transaction involving RMS.

***There may be an adverse impact on the Company's reputation.***

If the Disposal does not proceed, there may be an adverse impact on the reputation of the Company and on the perception of its ability to implement transactions successfully, as a result of increased publicity and media scrutiny arising in connection with the attempted Disposal. This may be the case even where the failure to implement the Disposal is due to factors outside the control of the James Fisher Group. Any such reputational risk could adversely affect the James Fisher Group's business, financial condition and results of operations and ability to execute future transactions.

## **2. Risks related to the Continuing Group**

***In a reasonable worst case scenario, the Continuing Group may not have sufficient working capital notwithstanding the Disposal completing within 2024.***

Working capital for the Continuing Group has been calculated on the basis that the Disposal will proceed. In order to test the sufficiency of working capital available to the Continuing Group, the Board has run stress tests and various downside sensitivities on the Company's business plan to result in a reasonable worst case scenario. Under the assumptions of the reasonable worst case scenario, the Continuing Group's funding shortfall at the RCF Expiration Date would increase to approximately £94 million.

The Board has identified a number of actions that are reasonably within the Company's control to effect, which may reduce the Continuing Group's funding requirement on a temporary basis and include the repatriation of cash held in certain overseas subsidiaries, additional short term cost saving actions and the restriction of planned capital expenditure. Whilst these actions, individually or in combination, might reduce the funding shortfall at the RCF Expiration Date, they would be insufficient to enable the Continuing Group to meet in full its repayment obligations under the Revolving Credit Facility.

In the event that the Disposal did not occur, the Board would still commence a formal process to refinance the Revolving Credit Facility in the second half of 2024. In these circumstances, the Board believes that it may still be possible to secure new borrowing facilities in sufficient time to meet the significantly higher repayment obligation at the RCF Expiration Date. However, no discussions with prospective lenders in respect of such larger borrowing requirements have taken place and consequently there can be no certainty that such a refinancing could be concluded within sufficient time.

In the event that the Disposal did not complete and the Board believed that the James Fisher Group would be unable to refinance the Revolving Credit Facility before the RCF Expiration Date, it would take various mitigating actions beyond those within the Company's reasonable control to improve the James Fisher Group's liquidity and to retain the Company as a going concern:

- (i) the Company may seek to renegotiate, with its existing banking syndicate, the terms and deferral of the maturity of the Revolving Credit Facility to such future date as to ensure the sufficiency of working capital of the Continuing Group beyond the current maturity date of 31 March 2025. However, no such negotiation with its existing lenders has occurred and there can be no certainty that the lenders would agree any extension of the Revolving Credit Facility;
- (ii) in addition to RMS, the Board has identified other businesses and assets it considers could be sold. In the event that the Disposal did not complete, the Board may seek an alternative purchaser for RMS and/or bring forward the potential disposals of other assets, if at an appropriate value, to generate additional proceeds to supplement its liquidity profile. In order to address the funding shortfall set out above, sale processes for such businesses or assets would be required to be commenced and successfully concluded with any proceeds received, well ahead of the RCF Expiration Date and to realise proceeds in excess of the funding shortfall. However, there can be no certainty that significant assets of the Continuing Group could be sold prior to the RCF Expiration Date or that the value realised from such sales would be sufficient to meet, in full, the funding shortfall at the RCF Expiration Date; and

- (iii) the Company would review all future funding and refinancing options, which could include, but are not limited to, additional equity, debt and/or other financing arrangements so as to ensure the sufficiency of working capital of the Continuing Group.

It is currently anticipated by the Board that the mitigating actions in paragraphs (i) to (iii) above would only be undertaken in the event that new borrowing arrangements were not secured, or were not reasonably expected to be secured in sufficient time ahead of the RCF Expiration Date.

As is customarily the case, there can be no certainty that an agreement will be reached for any of the above mitigating actions, either in sufficient time or at all, or as to the terms and/or quantum of any such transaction(s). It should also be noted that none of the aforementioned mitigating actions are solely within management control. In the event that the aforementioned mitigating actions are not able to be sufficiently employed, in time or at all, to generate further working capital for the Continuing Group's requirements, the Company and key trading companies in the James Fisher Group would no longer be able to operate as a going concern, in which case the Board or the James Fisher Group's lenders may resolve to place the Company and such key trading companies into an administration process (or equivalent local law procedures).

***The Continuing Group's income stream will be reduced.***

Following Completion, the Continuing Group will no longer receive the contribution that the RMS business currently makes to the consolidated trading profit of the James Fisher Group. RMS accounted for 8.6% and 38.1% of the James Fisher Group's revenue and underlying operating profit, respectively, in the financial year ended 31 December 2023 (7.0% and 23.9% in the financial year ended 31 December 2022). As a result of the Disposal, the income of the Continuing Group will be reduced until such time as the Continuing Group may grow income from its continuing operations and/or may invest in or acquire additional income generating assets. At this point in time there can be no certainty as to the timeframe to offset the reduction in income, if any offset is achieved at all. Any material reduction in earnings could have an adverse effect on the financial condition of the Continuing Group and its results of operations.

***The Continuing Group may not be able to refinance the Revolving Credit Facility ahead of the RCF Expiration Date notwithstanding the Disposal completing within 2024.***

At the RCF Expiration Date, the James Fisher Group will be required to repay in full any outstanding drawn balance under the Revolving Credit Facility. Under the assumptions of the James Fisher Group's business plan and taking into account the Net Proceeds, the drawn balance under the Revolving Credit Facility at the RCF Expiration Date is expected to reduce significantly, to approximately £73.5 million.

As the James Fisher Group expects to continue to have a net borrowing requirement at the RCF Expiration Date, the Board intends, assuming the Disposal completes, to explore and seek to complete the process to refinance the Revolving Credit Facility in the second half of 2024 and expects the Company to secure new borrowing arrangements following Completion, which will provide sufficient liquidity for the Continuing Group's operational and strategic needs, ahead of the RCF Expiration Date. However, if the Continuing Group is not able to secure sufficient new borrowing arrangements successfully ahead of time, the James Fisher Group would not be able to meet its repayment obligations under the terms of the Revolving Credit Facility and the Company and key trading companies in the James Fisher Group would no longer be able to operate as a going concern. In such circumstances, the Board or the James Fisher Group's lenders may resolve to place the Company and such key trading companies into an administration process (or equivalent local law procedures).

***Business separation may take longer than expected and unexpected additional costs could be incurred.***

Planning for the separation of RMS from the Continuing Group will be largely complete by Completion. Any limited operational activities that are not able to be transferred prior to Completion will be supported by the Continuing Group for a period following Completion through the provision of services to RMS under the Transitional Services Agreement. These services principally consist of information technology, human resources and payroll, finance, treasury, tax and insurance which are services carried out by the James Fisher Group on a centralised basis. During the period of the Transitional Services Agreement, RMS will be reliant on the Continuing Group for the provision of these services and the Purchaser and the Continuing Group will work together to effect the separation of the business systems and transfer of the associated services. It may take some time for RMS and the Purchaser to procure the necessary resources and services and ensure that all processes are operating fully and efficiently. There is a risk that the establishment of these capabilities may take longer than expected. The Continuing Group could incur unexpected additional costs as a result of fulfilment of its obligations under the Transitional Services Agreement which it may be unable to pass on to the Purchaser.

and which could adversely affect its business, financial condition and results of operations. The Company's management may be required to allocate time and resources to ensure that the Continuing Group's obligations under the Transitional Services Agreement are fulfilled. This may limit the management and financial resources available to the Continuing Group, potentially to the detriment of the Continuing Group's overall operational and financial performance.

***The Continuing Group will initially be less diversified and will be more dependent on the performance of the remaining business of the Continuing Group.***

RMS constitutes approximately 16% of the activity in the James Fisher Group's Energy division. Following Completion, the Continuing Group will be less diversified operationally and will be more susceptible to adverse developments in the remaining Energy markets in which it operates. The Continuing Group will, following Completion, become more dependent on the financial performance of its business units in these remaining markets and will therefore become more exposed to the risks faced in them.

***The Continuing Group will be a smaller business and may be less attractive to investors.***

The Disposal involves a material change to the James Fisher Group's business and the Continuing Group will be smaller as a result. This could have a significant impact on the Company's share price and may mean that the Company is less attractive to investors. This could also result in the Company being more susceptible to a takeover approach, which may have adverse consequences for Shareholders (whether by reason of resulting share price fluctuation or a change in ownership of the Company on terms unfavourable or potentially unfavourable to existing Shareholders).

***The market price of James Fisher Shares may go down as well as up.***

Shareholders should be aware that the value of an investment in the Company may go down as well as up and can be highly volatile. The price at which the James Fisher Shares may be quoted and the price which investors may realise for their James Fisher Shares following Completion will be influenced by a large number of factors. Some of these factors are specific to the Continuing Group and its operations and some may affect the industries in which the Continuing Group operates as a whole or other comparable companies or publicly traded companies generally. The sentiments of the stock market regarding the Disposal will be one such factor and this, together with other factors including:

- the actual or anticipated fluctuations in the financial performance of the Continuing Group and its competitors;
- market fluctuations (including in respect of interest rates); and
- legislative or regulatory changes in the industry or generally those affecting consumers,

could lead to the market price of the James Fisher Shares going up or down.

***The strategy of the Continuing Group may result in additional risks or unanticipated costs.***

While the Disposal is consistent with James Fisher's updated strategy announced on 28 April 2023, which is aimed at improving the James Fisher Group's operational performance and driving sustainable and profitable growth, delivering this strategy is subject to certain risks and factors outside of the Board's control, including changes in the markets in which the Continuing Group currently operates. Furthermore, the level of investment required to implement the updated strategy, which requires a reshaping of the James Fisher Group to simplify and streamline its portfolio of businesses, alongside the implementation of new operating and reporting structures under the 'One James Fisher' model, to realise synergies and operational efficiencies, may be greater than expected and/or the Continuing Group may require additional financing in order to implement such strategy. In such circumstances, the Board may decide to re-evaluate and amend certain aspects of its current strategy. Any inability of the Continuing Group to deliver the updated strategy or to achieve the expected benefits of the 'One James Fisher' model could have a material adverse effect on the Continuing Group's overall operational and financial performance.

## PART III SUMMARY OF THE PRINCIPAL TERMS AND CONDITIONS OF THE DISPOSAL

### 1. SALE AND PURCHASE AGREEMENT

#### 1.1 Parties and structure

On 21 March 2024, the Company, the Seller (a wholly-owned subsidiary of James Fisher), and ChampionX UK Limited (a wholly-owned subsidiary of ChampionX Corporation) (the “**Purchaser**”) (together the “**Parties**” and each a “**Party**”) entered into the Sale and Purchase Agreement. Under the Sale and Purchase Agreement, the Seller will sell its entire shareholding in the Target Companies (the “**Sale Shares**”) to the Purchaser, subject to the Conditions described in paragraph 1.2 of this Part III (*Summary of the Principal Terms and Conditions of the Disposal*).

#### 1.2 Conditions to Completion

Completion of the Disposal is conditional upon the satisfaction (or waiver, where applicable) of the following Conditions:

- the Seller Parent Shareholder Approval Condition;
- the release of all security and guarantees granted pursuant to the Revolving Credit Facility by or in respect of the Target Companies and Sale Shares by the relevant security agent (requiring consent of the lenders under the Revolving Credit Facility – pursuant to the Disposal RCF Consent, the lenders under the Revolving Credit Facility have consented to the Disposal and thereby authorised the release of such security and guarantees);
- no Material Adverse Change having occurred between signing and the fulfilment of all other Conditions (being any event, circumstance, occurrence, or fact between the date of the Sale and Purchase Agreement and the Completion Date resulting in: (i) a reduction in the value of the RMS shares by 20% or more, other than certain customary global and market conditions; or (ii) the James Fisher Group or RMS becoming subject to sanctions); and
- the Regulatory Condition.

In respect of the Regulatory Condition, the Purchaser has agreed to use its reasonable endeavours to obtain clearance as soon as practicable after the date of the Sale and Purchase Agreement, and in any event prior to the Longstop Date. Such reasonable steps shall not include agreeing to undertake, or causing an affiliate to undertake, any extraordinary measures to fulfil the Regulatory Condition, including, without limitation, the sale of any assets in Saudi Arabia or any other jurisdiction.

In the case of the Seller Parent Shareholder Approval Condition, the Seller has agreed that this document will be sent to Shareholders as soon as reasonably practicable after the date of the Sale and Purchase Agreement and that, subject to the fiduciary duties of the Directors, the Directors will recommend and continue to recommend to the Shareholders the passing of the Disposal Resolution.

Completion of the Disposal shall take place on a date within seven business days after the date on which the last of the above Conditions have been satisfied or waived, or such other date as agreed between the parties to the Sale and Purchase Agreement (the “**Completion Date**”).

The Completion Date shall take place no later than six months after the date of the Sale and Purchase Agreement, unless the Regulatory Condition is not fulfilled by that date, in which case the Completion Date shall take place no later than nine months after the date of the Sale and Purchase Agreement (unless otherwise further extended by the Seller for an additional three months) or such other date as the parties to the Sale and Purchase Agreement may determine by mutual written agreement (the “**Longstop Date**”).

If any of the Conditions are not satisfied by the Longstop Date, then either the Seller or the Purchaser may elect to terminate the Sale and Purchase Agreement, provided that any such non-satisfaction of the Conditions is not as a result of a breach by the terminating party of any of its obligations under the Sale and Purchase Agreement.

#### 1.3 Purchase Price

The Disposal is on a debt free, cash free basis. The Purchase Price shall be an amount equal to:

- £85,856,446 (the “**Initial Price**”), being an amount determined by the Seller and Purchaser by reference to an enterprise value of £90 million as at 31 December 2023, subject to certain customary adjustments; plus

- an amount equal to 4.25 per cent per annum (accruing on a daily basis and calculated pro-rata on the basis of a 365-day year) on the equity value from (but excluding) 31 December 2023 up to (and including) the Completion Date; less
- the amount of the W&I insurance costs to be borne by the Seller, being up to US\$229,760 (which is expected to be 50% of the total fees (including underwriting fees) relating to the W&I Policy); less
- the amount of any defined leakage items (such as dividends or distribution in cash or in kind or any return of capital, whether by reduction of capital or redemption or purchase of shares, from RMS), of which the Seller becomes aware after the date of the Sale and Purchase Agreement, subject to customary exceptions which will not be deducted from the consideration value; less
- all outstanding amounts under the Inter-Company Loan as at Closing; less
- any amounts owed by RMS to the Seller under the Inter-Company Loan (including interest) that have been paid by RMS to the Seller between 31 December 2023 up to the Completion Date; plus
- any additional funding amounts that have been paid to RMS by the Seller under the Inter-Company Loan between 31 December 2023 up to the Completion Date.

At Completion, the Purchaser (as agent for the Target Group) will settle by repayment to the Seller Group any outstanding amounts owed as at Closing by the Target Group to the Seller Group in respect of:

- the Inter-Company Loan Amount;
- any outstanding Inter-Company Payables; and
- the Inter-Company Services Charge Liability,

in each case, as defined in the Sale and Purchase Agreement.

The Purchase Price has been agreed on the basis of a “locked box” closing mechanism using a set of unaudited consolidated management accounts of the Target Companies drawn up as at 31 December 2023 (the “**Locked Box Date**”). Accordingly, the Sale and Purchase Agreement contains certain customary restrictions which apply for the period from the Locked Box Date to Completion to prevent unapproved value being transferred from the Target Group to the James Fisher Group in that period, subject to certain customary and limited exceptions.

#### 1.4 Pre-completion undertakings

The Seller has given customary undertakings in relation to the period between signing of the Sale and Purchase Agreement and Completion, including to:

- conduct RMS’s business in the ordinary and usual course of business, substantially in accordance with past practice, including the provision of intercompany services by the Seller Group to the Target Group;
- use reasonable endeavours to ensure that the Key Employees are retained by the Target Companies; and
- provide the Purchaser with access to the Key Employees and reasonable assistance to enable the Purchaser to implement its own retention arrangements with the Key Employees for the period following Completion.

The Seller has also given a non-solicitation undertaking in respect of any inquiry, proposal or offer that may reasonably be expected to constitute or lead to a competing offer for the Target Group.

To the extent the Seller or the Company receives a bona fide unsolicited competing offer for the Target Group that the board of directors of the Company determines in good faith constitutes a superior proposal, the Company must provide the Purchaser with an opportunity to match the superior offer. If the Purchaser cannot match the superior proposal, then the Company may choose to accept the superior proposal and terminate the Sale and Purchase Agreement. In these circumstances, the Seller would need to pay a break payment to the Purchaser equal to 0.99% of the market capitalisation of the Company immediately prior to signing of the Sale and Purchase Agreement.

#### 1.5 Completion deliverables

At Completion of the Disposal, the Seller and the Purchaser are obliged to deliver certain customary documents in order to implement the transfer of the shares in RMS to the Purchaser.

On the Completion Date, the Seller shall deliver the Transitional Services Agreement executed by RMS and the Company. Further details of the terms of the Transitional Services Agreement are set out in paragraph 2 of this Part III (*Summary of the Principal Terms and Conditions of the Disposal*).

#### **1.6 Restrictive covenants**

The Seller has given an undertaking to the Purchaser that, subject to certain exceptions (including the Continuing Group's ability to carry on its business as it is currently operated), it and the other members of the Continuing Group will not, directly or indirectly, for a period of five years from Completion:

- carry on or be engaged in, or use its knowledge of any customer for its own benefit or for the purposes of undertaking any business that competes in any jurisdiction with the business of the Target Group as it was being carried on at any time during the 12 months preceding the Completion Date; or
- accept, approach, canvass or solicit any customer of any Target Company for the purpose of undertaking such a competing business; or
- seek to contract with or engage any person who has been contracted or engaged to supply or deliver material products, goods, materials or services to any Target Company in the five years following the Completion Date if such action is reasonably likely to cause such supplier to cease or reduce its supply to any Target Company.

#### **1.7 Seller warranties, indemnities and limitations on liability**

The Seller has given warranties to the Purchaser which are customary for a transaction of this nature. These include, among other things, warranties in respect of its capacity to enter into and perform the Sale and Purchase Agreement, title to the Sale Shares, corporate information, accounts and financial matters, events since the Locked Box Date, regulatory matters, RMS assets, insurance, material contracts, material litigation, insolvency, intellectual property, data protection, real estate matters, environmental matters, matters relating to employees and retirement benefits, life assurance, anti-bribery and corruption, sanctions, competition, national security, health and safety matters and taxation.

The liability of the Seller for all warranties is limited to £1 (with the Purchaser expected to take out warranty and indemnity insurance in respect of any potential claims under those warranties).

The Seller has also given a customary tax covenant in favour of the Purchaser which covers any taxation in respect of the period prior to Completion, subject to usual exclusions for a transaction of this nature.

The Sale and Purchase Agreement contains certain customary financial limitations, time limitations and other limitations and exclusions on the ability of the Purchaser to claim against the Seller for breach of warranty or other breach of the Sale and Purchase Agreement, or under the tax covenant. The total aggregate liability of the Seller for breach of the Warranties or under the tax covenant will not exceed £1. The total aggregate liability of the Seller for all other claims under the Sale and Purchase Agreement will not exceed 100% of the Purchase Price.

The Seller will not be liable for any claim arising or increased as a result of:

- after Completion, any act or omission by the Purchaser or any member of the Purchaser Group outside the ordinary course of business of a Target Company as at Completion; or
- before Completion, by any member of the James Fisher Group or any Target Company acting in accordance with the Sale and Purchase Agreement or at the direction or with approval of the Purchaser or any member of the Purchaser Group.

As is customary in a transaction of this nature, the Seller shall have no liability in respect of any warranty claim if the matter or liability giving rise to such warranty claim occurs or is increased as a result of any change in law, taxation rates or accounting or tax reporting policies after the date of the Sale and Purchase Agreement.

Nothing in the Sale and Purchase Agreement limits the Seller's liability for fraud.

#### **1.8 Purchaser warranties, indemnities and limitations on liability**

The Purchaser has given warranties to the Seller in respect of, among other things, its power and ability to enter into the Sale and Purchase Agreement (and the other documents being entered into in connection with the Sale and Purchase Agreement).

## 1.9 Termination and Break Payment

Either the Seller or the Purchaser is entitled to terminate the Sale and Purchase Agreement in the event that:

- Completion is deferred more than once because a party fails to satisfy its material Completion obligations; or
- the Conditions to Completion of the Disposal are not satisfied (or waived) by the Longstop Date and such non-satisfaction of the Conditions is not as a result of a breach by the terminating party of any of its obligations under the Sale and Purchase Agreement.

The Seller may also terminate the Sale and Purchase Agreement in the event that the approval necessary to satisfy the Regulatory Condition is refused.

The Purchaser is entitled to terminate the Sale and Purchase Agreement in the event that:

- there is a Material Adverse Change;
- the Seller accepts and enters into a definitive agreement in respect of a competing superior proposal and/or does not provide the Purchaser an opportunity to match such a competing proposal; or
- the Board's recommendation in respect of the Disposal is withdrawn (including, but not limited to, as a result of a superior proposal), suspended, qualified or adversely modified or amended.

If the Sale and Purchase Agreement is terminated as a result of the failure to satisfy any Regulatory Condition by the Longstop Date, the Purchaser shall pay to the Seller an amount equal to 3% of the Initial Price, unless the failure to satisfy the Regulatory Condition is due to an act or omission of the Seller.

If the Purchaser terminates the Sale and Purchase Agreement due to the Seller entering into a definitive agreement for a superior competing proposal or the Board's recommendation in respect of the Disposal is withdrawn, suspended, qualified or adversely modified or amended, the Seller is required to pay to the Purchaser an amount equal to 0.99% of the market capitalisation of the Company immediately prior to the signing of the Sale and Purchase Agreement, unless the termination is due to an act or omission of the Purchaser.

In the case of termination pursuant to the above provisions, each party's accrued rights and obligations at the date of termination or its rights and obligations arising as a result of termination are not affected.

## 1.10 Governing law and jurisdiction

The Sale and Purchase Agreement is governed by English law. Any dispute arising out of or in connection with the Sale and Purchase Agreement is to be resolved exclusively by arbitration under the Rules of the London Court of International Arbitration.

# 2. TRANSITIONAL SERVICES AGREEMENT

## 2.1 Transitional Services

On the Completion Date, the Transitional Services Agreement will be entered into between the Company (the "**Supplier**"), RMS, RMSpumptools FZE and RMSpumptools Saudi Industrial Company (each a "**Recipient**" and together the "**Recipients**"), pursuant to which the Supplier will agree to provide certain transitional services to the Recipients comprising:

- information technology;
- human resources and payroll;
- finance, treasury and tax; and
- insurance,

(together, the "**Transitional Services**").

## 2.2 Term and termination

Under the Transitional Services Agreement, the Supplier will be obliged to provide the Transitional Services for a period of up to six months following the Completion Date, following which the Transitional Services Agreement shall terminate automatically (unless terminated earlier in accordance with its terms). Any extension of the transitional service term must be agreed between the parties in writing.



The Supplier and each Recipient may terminate the Transitional Services Agreement with immediate effect by written notice if:

- the Supplier or Recipient (as applicable) fails to pay any amount due and remains in default for more than 14 days after written notification of default;
- the Supplier or Recipient (as applicable) is in material breach and fails to remedy the breach within 14 days after receiving notice of the breach;
- the Supplier or Recipient (as applicable) takes any step or action in connection with entering administration, liquidation bankruptcy, being wound up, having a receiver appointed or ceasing to carry on business or any analogous step in another jurisdiction; or
- the financial position of the Supplier or Recipient (as applicable) deteriorates so that in the terminating party's opinion its ability to fulfil its obligations under the Transitional Services Agreement is in jeopardy.

If the Supplier terminates the agreement or any of the Transitional Services, the Recipients will be obliged to pay the Supplier any costs it or a member of the Supplier's group incurs or is otherwise obliged to pay in connection with the termination to the extent those costs are incurred by the Supplier or a member of the Supplier's group as a result of the early termination of the Transitional Service before the end of the relevant transitional service term.

### **2.3 Charges**

The Recipients shall pay the Supplier:

- charges for the Transitional Services as set out on a service-by-service basis in the Transitional Services Agreement;
- costs and expenses associated with any licences or permissions required by the Supplier to perform the Transitional Services; and
- any other costs agreed between the parties,

(together, the "**Transitional Services Charges**").

The Supplier shall invoice the Recipients for the Transitional Services Charges on a monthly basis in arrears and the Recipients shall pay within 30 days after the date of the invoice. Subject to any disputed invoices, if a party fails to make payment within 15 Business Days of the due date, the defaulting party shall pay interest on the overdue sum at 3% a year above the Bank of England's base rate, from the due date until payment.

### **2.4 Liability**

Neither the Supplier or the Recipients shall be liable for:

- any direct or indirect loss of profits, business or reputation;
- any costs not reasonably foreseeable or any indirect or consequential loss or damage of any kind;
- any costs incurred by one party as a result of the other party's breach; or
- any costs incurred by one party as a result of the other party's breach when that breach was caused by a third-party supplier.

The Supplier shall have no liability to the Recipients in connection with any cybersecurity incident provided that the Supplier has complied in all material respects with its obligations under the Transitional Services Agreement.

Each party's total aggregate liability to the other parties under the Transitional Services Agreement shall be limited to an amount equal to 100% of the total Transitional Service Charges paid or payable under the Transitional Services Agreement.

## PART IV HISTORICAL FINANCIAL INFORMATION RELATING TO RMS

The following historical financial information relating to RMS has been extracted without material adjustment from the consolidation schedules that underlie the Company's audited consolidated financial statements for the years ended 31 December 2023, 31 December 2022 and 31 December 2021.

The financial information contained in this Part IV (*Historical Financial Information Relating to RMS*) does not constitute statutory accounts within the meaning of section 434 of the Companies Act and has not been audited.

The independent auditor of the Company for the years ended 31 December 2023, 31 December 2022 and 31 December 2021 was KPMG LLP.

The independent auditor's reports of the Company for the years ended 31 December 2023, 31 December 2022 and 31 December 2021: (i) were unqualified; (ii) did not include a reference of any matters to which the auditor drew attention by way of emphasis without qualifying their report; and (iii) did not contain a statement under section 498(2) or (3) of the Companies Act.

Shareholders should read the whole of this document and not rely solely on the summarised financial information in this Part IV (*Historical Financial Information Relating to RMS*).

### 1. UNAUDITED INCOME STATEMENT INFORMATION FOR RMS

	Year ended 31 December		
	2021	2022	2023
		(£ million)	
Revenue . . . . .	23.4	33.4	42.5
Cost of sales . . . . .	(14.7)	(22.4)	(25.5)
<b>Gross profit . . . . .</b>	<b>8.6</b>	<b>11.0</b>	<b>17.0</b>
Administrative expenses . . . . .	(3.8)	(4.6)	(5.9)
<b>Operating profit . . . . .</b>	<b>4.8</b>	<b>6.4</b>	<b>11.1</b>
FX . . . . .	0.1	0.8	(0.5)
Management charge . . . . .	(0.2)	(0.2)	(0.4)
Finance expense . . . . .	(0.3)	(0.4)	(0.8)
<b>Profit before taxation . . . . .</b>	<b>4.4</b>	<b>6.5</b>	<b>9.5</b>
Income tax . . . . .	(1.1)	(1.4)	(1.8)
<b>Profit for the year . . . . .</b>	<b>3.3</b>	<b>5.2</b>	<b>7.7</b>

**2. UNAUDITED STATEMENT OF FINANCIAL POSITION INFORMATION FOR RMS AS AT 31 DECEMBER 2023**

	<b>Year ended 31 December 2023</b>
	<i>(£ million)</i>
Goodwill . . . . .	—
Property, plant and equipment . . . . .	1.3
Right-of-use assets . . . . .	1.0
Deferred tax assets . . . . .	0.0
<b>Non-current assets</b> . . . . .	<b>2.3</b>
Inventories . . . . .	11.0
Trade and other receivables . . . . .	11.7
Cash and cash equivalents . . . . .	2.7
Current tax . . . . .	0.0
<b>Current assets</b> . . . . .	<b>25.4</b>
Trade and other payables . . . . .	(7.8)
Provisions . . . . .	—
Current tax . . . . .	(2.1)
<b>Current liabilities</b> . . . . .	<b>(9.9)</b>
Provisions . . . . .	—
Retirement benefit obligations . . . . .	—
Borrowings . . . . .	(10.2)
Lease liabilities . . . . .	(1.1)
Deferred tax liabilities . . . . .	0.2
<b>Non-current liabilities</b> . . . . .	<b>(11.0)</b>
<b>Net assets</b> . . . . .	<b>6.8</b>

## **PART V UNAUDITED PRO FORMA STATEMENT OF NET ASSETS**

The unaudited pro forma statement of net assets set out below has been prepared to illustrate the impact of the Disposal on the net assets of the James Fisher Group as if the Disposal had taken place on 31 December 2023. The unaudited pro forma statement of net assets has been prepared on the basis of, and should be read in conjunction with, the notes set out below.

The unaudited pro forma statement of net assets of the Continuing Group is based on the consolidated net assets of the James Fisher Group as at 31 December 2023 and has been prepared on the basis that the Disposal was effective as of 31 December 2023 and in a manner consistent with the accounting policies adopted in the James Fisher Group's financial statements for the year ended 31 December 2023.

The unaudited pro forma statement of net assets has been prepared for illustrative purposes only and by its nature addresses a hypothetical situation and does not, therefore, represent the Continuing Group's actual financial position or results, nor is it indicative of the financial position and results that may, or may not, be expected to be achieved in the future. The pro forma statement of net assets has been prepared for illustrative purposes only in accordance with Listing Rule 13.3.3R and Annex 1 and Annex 20 of the Prospectus Regulation.

The unaudited pro forma statement of net assets does not constitute financial statements within the meaning of section 434 of the Companies Act.

The unaudited pro forma financial information does not take into account trading of the James Fisher Group subsequent to the period end balance sheet of 31 December 2023.

Shareholders should read the whole of this document and not rely solely on the summarised financial information in this Part V (*Unaudited Pro Forma Statement of Net Assets*).

KPMG's accountant's report on the unaudited pro forma statement of net assets is set out in Section B of this Part V (*Unaudited Pro Forma Statement of Net Assets*).

**SECTION A: UNAUDITED PRO FORMA STATEMENT OF NET ASSETS OF THE CONTINUING GROUP AS AT 31 DECEMBER 2023**

	Consolidated net assets of James Fisher Group as at 31 Dec 2023 <i>Note 1.</i>	RMSpumptools as at 31 Dec 2023 <i>Note 2.</i>	Disposal adjustments <i>Note 3.</i>	Use of proceeds <i>Note 4.</i>	Removal of RMSpumptools goodwill <i>Note 5.</i>	JFS retained Group as at 31 Dec 2023
			<i>(£ million)</i>			
Goodwill . . . . .	78.3	—	—	—	(8.3)	70.0
Other intangible assets . . . . .	6.3	—	—	—	—	6.3
Property, plant and equipment . . . . .	118.0	(1.3)	—	—	—	116.7
Right-of-use assets . . . . .	67.4	(1.0)	—	—	—	66.4
Investment in joint ventures . . . . .	8.4	—	—	—	—	8.4
Investments in subsidiaries . . . . .	—	—	—	—	—	—
Other investments . . . . .	1.4	—	—	—	—	1.4
Retirement benefit surplus . . . . .	7.4	—	—	—	—	7.4
Other receivables . . . . .	4.0	—	—	—	—	4.0
Deferred tax assets . . . . .	4.1	(0.0)	—	—	—	4.1
<b>Non-current assets . . . . .</b>	<b>295.3</b>	<b>(2.3)</b>	<b>—</b>	<b>—</b>	<b>(8.3)</b>	<b>284.7</b>
Inventories . . . . .	46.7	(11.0)	—	—	—	35.7
Trade and other receivables . . . . .	124.0	(11.7)	—	—	—	112.3
Current tax . . . . .	—	(0.0)	—	—	—	(0.0)
Assets held for sale . . . . .	14.7	—	—	—	—	14.7
Cash and cash equivalents . . . . .	77.5	(2.7)	82.3	(80.2)	—	76.9
<b>Current assets . . . . .</b>	<b>262.9</b>	<b>(25.4)</b>	<b>82.3</b>	<b>(80.2)</b>	<b>—</b>	<b>239.6</b>
Trade and other payables . . . . .	(113.4)	7.8	—	—	—	(105.6)
Provisions . . . . .	(9.4)	—	—	—	—	(9.4)
Liabilities associated with assets held for sale . . . . .	(0.7)	—	—	—	—	(0.7)
Current tax . . . . .	(1.1)	2.1	(2.1)	—	—	(1.1)
Borrowings . . . . .	(51.1)	—	—	—	—	(51.1)
Lease liabilities . . . . .	(13.0)	—	—	—	—	(13.0)
<b>Current liabilities . . . . .</b>	<b>(188.7)</b>	<b>9.9</b>	<b>(2.1)</b>	<b>—</b>	<b>—</b>	<b>(180.9)</b>
Other payables . . . . .	(0.0)	—	—	—	—	(0.0)
Provisions . . . . .	(4.3)	—	—	—	—	(4.3)
Retirement benefit obligations . . . . .	(1.6)	—	—	—	—	(1.6)
Cumulative preference shares . . . . .	(0.1)	—	—	—	—	(0.1)
Borrowings . . . . .	(166.6)	10.2	(10.2)	80.2	—	(86.4)
Lease liabilities . . . . .	(48.2)	1.1	—	—	—	(47.1)
Deferred tax liabilities . . . . .	0.1	(0.2)	—	—	—	(0.1)
<b>Non-current liabilities . . . . .</b>	<b>(220.7)</b>	<b>11.0</b>	<b>(10.2)</b>	<b>80.2</b>	<b>—</b>	<b>(139.7)</b>
<b>Net assets . . . . .</b>	<b>148.8</b>	<b>(6.8)</b>	<b>70.0</b>	<b>—</b>	<b>(8.3)</b>	<b>203.7</b>

**Notes:**

- (1) The net assets relating to the Group have been extracted without adjustment from the audited consolidated financial statements of the Group as at 31 December 2023, which were prepared in accordance with IFRS.
- (2) These adjustments remove the assets and liabilities of RMSpumptools and were sourced without adjustment from the historical financial information of RMSpumptools as at 31 December 2023 included in Part IV (*Historical Financial Information Relating to RMS*).
- (3) Disposal adjustments: Assuming the Disposal had occurred on 31 December 2023, the Company would have received approximately £82.3 million of cash proceeds, representing i) Net Proceeds of £80.2 million made up of the equity value payable at closing of £75.7 million, settlement of intercompany balances of £10.2 million and less transaction costs of £5.7 million; plus ii) a group corporation tax relief payment of £2.1 million.
- (4) Use of proceeds: Under the terms of the Revolving Credit Facility, the Net Proceeds of £80.2 million (see Note 3 above) is required to be applied to the repayment of the Revolving Credit Facility.

In respect of the Disposal, all of the Net Proceeds are required to be applied to the prepayment of the Revolving Credit Facility, reducing the drawn balance by an equivalent amount. Whilst the terms of the Revolving Credit Facility also require the cancellation of an amount equivalent to the Net Proceeds, the lenders have consented to

£10 million of the Net Proceeds not being so applied, with such amount remaining available under the Revolving Credit Facility for the James Fisher Group's general liquidity and working capital requirements.

- (5) The consolidated James Fisher and Sons plc Group balance sheet includes goodwill of £8.3m in respect of amounts recognised on acquisition of RMSpumptools. Such amounts are expected to be derecognised on completion of the Disposal.

**SECTION B: ACCOUNTANTS' REPORT ON THE UNAUDITED PRO FORMA STATEMENT OF NET ASSETS OF THE CONTINUING GROUP AS AT 31 DECEMBER 2023**



**KPMG LLP**  
Transaction Services  
15 Canada Square  
London E14 5GL  
United Kingdom

The Directors  
James Fisher and Sons plc  
Fisher House, PO Box 4  
Barrow-in-Furness  
Cumbria  
LA14 1HR

24 May 2024

Ladies and Gentlemen

**James Fisher and Sons plc**

We report on the pro forma financial information (the 'Pro forma financial information') set out in Section A of Part V of the Class 1 circular dated 24 May 2024. This report is required by paragraph 13.3.3R of the Listing Rules of the Financial Conduct Authority and is given for the purpose of complying with that paragraph and for no other purpose.

**Opinion**

In our opinion:

- the Pro forma financial information has been properly compiled on the basis stated; and
- such basis is consistent with the accounting policies of James Fisher and Sons plc.

**Responsibilities**

It is the responsibility of the directors of James Fisher and Sons plc to prepare the Pro forma financial information in accordance with paragraph 13.3.3R of the Listing Rules of the Financial Conduct Authority.

It is our responsibility to form an opinion, as required by Section 3 of Annex 20 of the UK version of Commission Delegated Regulation (EU) 2019/980, as to the proper compilation of the Pro forma financial information and to report that opinion to you.

In providing this opinion we are not updating or refreshing any reports or opinions previously made by us on any financial information used in the compilation of the Pro forma financial information, nor do we accept responsibility for such reports or opinions beyond that owed to those to whom those reports or opinions were addressed by us at the dates of their issue.

Save for any responsibility which we may have to those persons to whom this report is expressly addressed and which we may have to ordinary shareholders as a result of the inclusion of this report in the Class 1 circular, to the fullest extent permitted by law we do not assume any responsibility and will not accept any liability to any other person for any loss suffered by any such other person as a result of, arising out of, or in connection with this report or our statement, required by and given solely for the purposes of complying with Listing Rule 13.4.1R(6), consenting to its inclusion in the Class 1 circular.

**Basis of Preparation**

The pro forma financial information has been prepared on the basis described in Part V (*Unaudited Pro Forma Statement of Net Assets*), for illustrative purposes only, to provide information about how the proposed Class 1

disposal of the RMSpumptools business might have affected the financial information presented on the basis of the accounting policies adopted by James Fisher and Sons plc in preparing the financial statements for the period ended 31 December 2023.

### **Basis of Opinion**

We conducted our work in accordance with the Standards for Investment Reporting issued by the Financial Reporting Council in the United Kingdom (the 'FRC'). We are independent, and have fulfilled our other ethical responsibilities, in accordance with the relevant ethical requirements of the FRC's Ethical Standard as applied to Investment Circular Reporting Engagements.

The work that we performed for the purpose of making this report, which involved no independent examination of any of the underlying financial information, consisted primarily of comparing the unadjusted financial information with the source documents, considering the evidence supporting the adjustments and discussing the Pro forma financial information with the directors of James Fisher and Sons plc.

We planned and performed our work so as to obtain the information and explanations we considered necessary in order to provide us with reasonable assurance that the Pro forma financial information has been properly compiled on the basis stated and that such basis is consistent with the accounting policies of James Fisher and Sons plc.

Our work has not been carried out in accordance with auditing or other standards and practices generally accepted in the United States of America and accordingly should not be relied upon as if it had been carried out in accordance with those standards and practices.

Yours faithfully

**KPMG LLP**



## PART VI ADDITIONAL INFORMATION

### 1. RESPONSIBILITY

Each of James Fisher and the Directors whose names are set out in Section 4 of this Part VI (*Additional Information*) accept responsibility for the information contained in this document. To the best of the knowledge and belief of each of James Fisher and the Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

### 3. JAMES FISHER INFORMATION

James Fisher and Sons plc was incorporated and registered as a private company on 2 February 1926 with the name of James Fisher and Sons Limited. The company was re-registered as a public limited company under the Companies Acts 1948 to 1980 on 30 March 1981.

It operates as a public limited company under the Companies Act, with registered number 211475.

James Fisher's principal and registered office is at Fisher House, Michaelson Road, Barrow-In-Furness, Cumbria, United Kingdom, LA14 1HR.

The principal laws and legislation under which James Fisher operates are the Companies Act and the regulations made thereunder.

### 4. DIRECTORS

The Directors of James Fisher and their respective functions are as follows:

<b>Name</b>	<b>Position</b>
Angus Cockburn	<i>(Chairman)</i>
Jean Vernet	<i>(Chief Executive Officer)</i>
Karen Hayzen-Smith	<i>(Chief Financial Officer)</i>
Claire Hawkings	<i>(Senior Independent Non-Executive Director)</i>
Aedamar Comiskey	<i>(Non-Executive Director)</i>
Justin Atkinson	<i>(Non-Executive Director)</i>
Inken Braunschmidt	<i>(Non-Executive Director)</i>
Kash Pandya	<i>(Non-Executive Director)</i>
Shian Jastram	<i>(Non-Executive Director)</i>

### 5. DIRECTORS' INTERESTS IN THE COMPANY

#### 5.1 Holdings in James Fisher Shares

As at the Latest Practicable Date, the interests of the Directors and any persons connected with them, within the meaning of Part 22 of the Companies Act, in James Fisher Shares were as follows:

	<b>Beneficially owned shares (including any interests held by connected persons)</b>	<b>Percentage of existing issued share capital (%)</b>
<b><i>Directors</i></b>		
Angus Cockburn . . . . .	5,000	0.01
Jean Vernet . . . . .	35,337	0.07
Karen Hayzen-Smith . . . . .	—	
Justin Atkinson . . . . .	3,150	0.01
Inken Braunschmidt . . . . .	—	
Aedamar Comiskey . . . . .	—	
Claire Hawkings . . . . .	—	
Kash Pandya . . . . .	—	
Shian Jastram . . . . .	—	

## 5.2 Other interests

Details of options and awards over James Fisher Shares held by the Directors are set out below. These options and awards are not included in the interests of the Directors shown in the table above.

As at the Latest Practicable Date, the following options and awards over James Fisher Shares have been granted to certain Directors:

	Number of options and awards subject to performance conditions	Number of options and awards without performance conditions
<b>Directors</b> . . . . .	—	—
Angus Cockburn . . . . .	—	—
Jean Vernet . . . . .	246,021	73,115
Karen Hayzen-Smith . . . . .	62,358	—
Justin Atkinson . . . . .	—	—
Inken Braunschmidt . . . . .	—	—
Aedamar Comiskey . . . . .	—	—
Claire Hawkings . . . . .	—	—
Kash Pandya . . . . .	—	—
Shian Jastram . . . . .	—	—

## 6. DIRECTORS' SERVICE AGREEMENTS AND ARRANGEMENTS

Key details on the terms of the Directors' service contracts and letters of appointment providing for benefits upon termination of employment are summarised below. Except where appointed at a general meeting, Directors stand for election by Shareholders at the first Annual General Meeting following appointment. In accordance with the Company's articles of association all Directors who are willing to continue in office retire and stand for re-election by the Shareholders each year at the Company's Annual General Meeting. James Fisher has appropriate directors' and officers' liability insurance in place in respect of the Directors.

### 6.1 Executive Directors: Service contracts

Jean Vernet is employed under a service contract with the Company dated 5 September 2022. Karen Hayzen-Smith is employed under a service contract with the Company dated 2 August 2023.

The service contracts for both Executive Directors may be terminated by 12 months' notice given by the Company or the Executive Director. Effective 1 January 2024, Jean Vernet is paid a base salary of £573,195. Karen Hayzen-Smith is paid a base salary of £370,000. The Company has a right to make a payment in lieu of notice in respect of base salary or, if termination is part way through the notice period, the amount relating to any unexpired notice to the date of termination. There is an obligation on the Executive Directors to mitigate any loss which they may suffer if the Company terminates their service contract. An Executive Director shall also be entitled to a payment in respect of accrued but untaken holiday entitlements on termination. No compensation is paid for summary dismissal, save for any statutory entitlements.

### 6.2 Non-Executive Directors: Letters of appointment

The Chairman and Non-Executive Directors serve the Company under letters of appointment and do not have service contracts. Non-Executive Directors are appointed each year for up to 12 months (subject to re-election each year at the Company's Annual General Meeting) and are entitled to one month's prior written notice of early termination for which no compensation is payable.

<b>Non-Executive Director</b>	<b>Date of Appointment</b>
Angus Cockburn	1 May 2021
Claire Hawkings	1 January 2022
Aedamar Comiskey	1 November 2014
Justin Atkinson	1 February 2018
Inken Braunschmidt	1 March 2019
Kash Pandya	1 November 2021
Shian Jastram	1 March 2024

Non-Executive Directors receive fees aligned with the duties undertaken, taking into account market rates. Additional fees are payable for acting as the chair of the Board or the senior independent director or as chair of the audit or remuneration committees.

## 7. SIGNIFICANT SHAREHOLDERS

The following table sets out the name of each person who is directly, or indirectly, interested in voting rights representing 3% or more of the total voting rights in respect of the Company's issued share capital as at the Latest Practicable Date, insofar as it is known to the Company by virtue of notifications made to it pursuant to Chapter 5 of the Disclosure Guidance and Transparency Rules or otherwise.

<b>Name</b>	<b>Number of voting rights over James Fisher Shares</b>	<b>Percentage of existing issued share capital as at the Latest Practicable Date</b>
Trustees of the Sir John Fisher Foundation . . . . .	10,601,360	20.99
Schroders plc . . . . .	5,362,778	10.62
Odyssean Investment Trust PLC . . . . .	3,600,000	7.13
FIL Limited . . . . .	3,351,929	6.64
Aberforth Partners LLP . . . . .	3,250,975	6.44
NFU Mutual Insurance Society Limited . . . . .	2,435,245	4.82
Columbia Threadneedle Investments . . . . .	1,962,550	3.89
Baillie Gifford & Co . . . . .	1,891,763	3.75

## 8. RELATED PARTY TRANSACTIONS

Details of related party transactions that James Fisher has entered into are set out below:

- during the financial year ended 31 December 2021, such transactions are disclosed, in accordance with IFRS, in note 32 on page 176 of James Fisher's 2021 Annual Report and Financial Statements which is hereby incorporated by reference into this document;
- during the financial year ended 31 December 2022, such transactions are disclosed, in accordance with IFRS, in note 32 on page 180 of James Fisher's 2022 Annual Report and Financial Statements which is hereby incorporated by reference into this document;
- during the financial year ended 31 December 2023, such transactions are disclosed, in accordance with IFRS, in note 32 on pages 183 to 184 of James Fisher's 2023 Annual Report and Financial Statements which is hereby incorporated by reference into this document;
- during the period between 31 December 2023 and the Latest Practicable Date, there were no new related party transactions.

## 9. MATERIAL CONTRACTS

### 9.1 *The Continuing Group*

No contracts have been entered into (other than contracts entered into in the ordinary course of business) by any member of the Continuing Group either: (i) within the period of two years immediately preceding the date of this document, which are or may be material to the Continuing Group; or (ii) at any time, which contain any provisions under which any member of the Continuing Group has an obligation or entitlement which is or may be material to the Continuing Group as at the date of this document, save as discussed below.

#### (a) Sale and Purchase Agreement

A summary of the principal terms and conditions of the Sale and Purchase Agreement is set out in Part III (*Summary of the Principal Terms and Conditions of the Disposal*) of this document.

#### (b) Transitional Services Agreement

A summary of the principal terms and conditions of the Transitional Services Agreement, to be entered into on the Completion Date, is set out in Part III (*Summary of the Principal Terms and Conditions of the Disposal*) of this document.

(c) Revolving Credit Facility

As announced by James Fisher on 7 June 2023, the James Fisher Group entered into the Revolving Credit Facility on 6 June 2023 and the facility made available thereunder matures in March 2025. As at the Latest Practicable Date, approximately, £168.0 million was drawn under the Revolving Credit Facility. The key terms of the Revolving Credit Facility are currently:

- Maturity date: 31 March 2025.
- Net debt/EBITDA covenant (measured quarterly): 3.5x for 30 June and 30 September 2023, 3.25x for 31 December 2023, 3.75x for 31 March 2024, 4.00x for 30 June 2024, 4.00x for 30 September 2024, 4.00x for 31 December 2024, and 3.50x thereafter.
- Interest cover covenant (measured quarterly or monthly, depending on the interest cover level): 2.5x for 30 June and 30 September 2023, 1.75x for 31 December 2023, 1.50x from and including 31 March 2024 to and including 30 June 2024, 1.25x from and including 31 July 2024 to and including 28 February 2025, and 1.50x thereafter.
- Scheduled amortisation of: £15 million on 30 September 2023 and £3.5 million on 30 June 2024.

Pursuant to the Disposal RCF Consent, on and from the completion of the Disposal and the associated mandatory prepayment and cancellation of the Revolving Credit Facility, the Net debt/EBITDA covenant will be amended to 2.50x for 30 June 2024, 2.50x for 30 September 2024, 2.50x for 31 December 2024, and 2.50x thereafter.

There are a number of mandatory repayments (both scheduled and where cash is generated from disposals) incorporated into the terms of the Revolving Credit Facility. In addition to the covenants described above, the Revolving Credit Facility also contains a restriction on capital expenditure spend, as well as minimum liquidity requirements.

The Revolving Credit Facility benefits from a comprehensive guarantee and security package (including share pledges and asset security) granted by certain members of the Group and contains certain events of default (including for non-payment and breach of financial covenants). The occurrence of an event of default could lead to an enforcement of security by the lenders under the Revolving Credit Facility.

The guarantee and security package has been granted by members of the Group which account for substantially all of the assets and revenue of the Group, including the Company, Cattedown Wharves Limited, EDS HV Group Limited, EDS HV Management Limited, Electricity Distribution Services Limited, Fender Care Limited, Fender Care Marine Ltd, F.T. Everard & Sons Limited, F.T. Everard Shipping Limited, James Fisher (Aberdeen) Limited, James Fisher Defence Limited, James Fisher Everard Limited, James Fisher Asset Information Services Limited, James Fisher Holdings UK Limited, James Fisher Marine Services Limited, James Fisher (Shipping Services) Limited, James Fisher Subtech Group Limited, JF Overseas Limited, Scantech Offshore Limited, James Fisher Properties Two Limited, James Fisher Tankships Holdings Limited, JCM Scotload Ltd, James Fisher Offshore Limited, James Fisher Properties Limited, JFD Limited, Subsea Engenuity Limited, JF Australia Holding Pty Ltd, JFD Australia Pty Ltd, Scantech Offshore Pty Ltd, Cowan Manufacturing Pty. Ltd, Fender Care Marine (Asia Pacific) Pte. Ltd., Fender Care Marine Products (Asia Pacific) Pte. Limited, James Fisher Singapore Pte. Ltd., James Fisher Subsea Excavation Pte. Limited, JF Singapore Holdings Pte. Ltd, Fendercare Serviços Marinhos do Brasil Ltda., James Fisher Serviços Empresariais Ltda., Scan Tech AS, James Fisher Subsea Excavation Inc. and JFD Sweden AB.

The lenders under the Revolving Credit Facility are Barclays Bank PLC, DBS Bank Ltd, London Branch, HSBC UK Bank plc, Santander UK plc and The Governor and Company of the Bank of Ireland.

(d) Disposal of James Fisher Nuclear

On 3 March 2023, the Company, James Fisher Properties Limited and RMS (together, the “JFN Sellers”) entered into an unconditional sale and purchase agreement with Myneration Limited, a wholly-owned investment vehicle of Rcapital Partners LLP (the “JFN Buyer”) pursuant to which the JFN Sellers agreed to sell the entire issued share capital of James Fisher Nuclear Holdings Limited (“JFN”) and related properties for cash consideration of £1 and total nominal consideration of £3 as part of the Board’s ongoing commitment to rationalise and focus the James Fisher Group’s portfolio. The transaction was announced by the Company on 6 March 2023 following completion of the sale and purchase agreement on 3 March 2023 with no right of termination by the JFN Buyer. Certain existing parent company guarantees to support obligations of JFN given by the members of the James Fisher Group, including the Company, remained in place following completion of the transaction. Pursuant to the sale and purchase agreement, the JFN Buyer also granted certain limited

counter indemnities in connection with these guarantees. The JFN Sellers and the JFN Buyer each gave customary warranties in the sale and purchase agreement. Subsequent to the sale of James Fisher Nuclear Holdings Limited and related properties, on 9 August 2023, the Group was notified that JFN Limited had appointed administrators and is in the process of being liquidated. The James Fisher Group is engaged with the administrators and certain key customers of the James Fisher Nuclear business that held parent company guarantees with the intention of mitigating potential claims against the James Fisher Group that may arise from the administration. A provision of £6.4 million has been included in the Company's results for the year ended 31 December 2023 in relation to potential claims/settlements under parent company guarantees.

(e) Disposal of Mimic and Strainstall

On 16 December 2022, the Company, Strainstall Group Limited and James Fisher Holdings UK Limited (the **"Mimic and Strainstall Sellers"**) entered into a sale and purchase agreement with British Engineering Services Holdco Limited (the **"Mimic and Strainstall Buyer"**) pursuant to which the Mimic and Strainstall Sellers sold the entire share capital of Strainstall UK Limited and James Fisher Mimic Limited to the Mimic and Strainstall Buyer for total cash consideration of approximately £13.6 million determined in accordance with the sale and purchase agreement (the **"Mimic and Strainstall Disposal"**). The Mimic and Strainstall Disposal was announced by the Company on 18 December 2022. The Strainstall business's ongoing payment obligations are guaranteed by James Fisher Holdings UK Limited. The Mimic and Strainstall Sellers and the Mimic and Strainstall Buyer each gave customary warranties in the sale and purchase agreement.

(f) Disposal of Prolec

On 16 December 2022, Strainstall Group Limited (the **"Prolec Seller"**) entered into a sale and purchase agreement with Kinshofer GmbH (the **"Prolec Buyer"**) pursuant to which the Prolec Seller sold the entire share capital of Prolec Limited to the Prolec Buyer for £4.85 million, which was announced by the Company on 18 December 2022. The Prolec Seller and the Prolec Buyer each gave customary warranties in the sale and purchase agreement. A breach of the warranties given by either party may give rise to a right of claim in damages. Additionally, the Prolec Seller unconditionally and irrevocably agreed to indemnify the Prolec Buyer in respect of potential future losses incurred by the Prolec Buyer in respect of, or as a result of, breach of certain warranties.

## 9.2 RMS

No contracts have been entered into (other than contracts entered into in the ordinary course of business) by or on behalf of RMS, either: (i) within the period of two years immediately preceding the date of this document, which are or may be material to RMS; or (ii) at any time, which contain any provisions under which RMS has an obligation or entitlement which is or may be material as at the date of this document, save as discussed below.

(a) Transitional Services Agreement

A summary of the principal terms and conditions of the Transitional Services Agreement, to be entered into on the Completion Date, is set out in Part III (*Summary of the Principal Terms and Conditions of the Disposal*) of this document.

## 10. LITIGATION

### 10.1 The Continuing Group

There are no, nor have there been any, governmental, legal or arbitration proceedings (nor is the Company aware of any such proceedings which are pending or threatened) during the 12 months immediately prior to the date of this document, which may have, or have had in the recent past, a significant effect on the financial position or profitability of the Continuing Group.

### 10.2 RMS

There are no, nor have there been any, governmental, legal or arbitration proceedings (nor is the Company aware of any such proceedings which are pending or threatened) during the 12 months immediately prior to the date of this document, which may have, or have had in the recent past, a significant effect on the financial position or profitability of RMS.

## 11. DETAILS OF KEY INDIVIDUALS FOR RMS

The following individuals are deemed to be key individuals at RMS:

<i><b>Name</b></i>	<i><b>Position</b></i>
Doug Harwell	<i>Managing Director</i>
Martin Marsh	<i>Finance Director</i>
Ted Boueri	<i>Sales Director</i>

## 12. WORKING CAPITAL

### *Background to regulatory approach to working capital disclosure*

The requirement of the FCA's Listing Rules in regards the Disposal is for the Company to make a statement that there is sufficient working capital available to the Continuing Group for its present requirements or, if not, how it proposes to provide for the additional working capital needed.

There is guidance in relation to working capital statements from the FCA contained in Primary Market Technical Note 619.1 that sits alongside the Listing Rules. The technical note makes it clear that an issuer has a binary choice – namely that, if it cannot make a 'clean' working capital statement, then it has to make a 'qualified' working capital statement. There is no middle ground. The analysis of sufficiency of working capital is also required to take into account a wide range of variables and sensitivities to cover a reasonable worst case scenario.

Accordingly, the working capital disclosure set out below has been included in this document in consequence of the guidance contained in Primary Market Technical Note 619.1.

### *Working capital statement*

In the Company's opinion, taking into account the Net Proceeds and the facilities available to the Continuing Group, the working capital available to the Continuing Group is not sufficient for its present requirements, that is for at least the next 12 months from the date of this document.

The Revolving Credit Facility expires on 31 March 2025, at which point the Continuing Group is required to repay in full any outstanding drawn balance under the Revolving Credit Facility. Should the Disposal complete by the end of the current year then, on the basis of the forecasts contained within the James Fisher Group's current business plan, the Continuing Group is expected to have a drawn balance at the RCF Expiration Date of approximately £73.5 million, which it would be required to repay in full. In the event that the Continuing Group is not able to secure sufficient new borrowing arrangements successfully ahead of this time, the repayment obligation under the terms of the Revolving Credit Facility would result in an immediate funding shortfall of £73.5 million.

In order to test the sufficiency of working capital available to the Continuing Group, the Board has run stress tests and various downside sensitivities on the Company's business plan to result in a reasonable worst case scenario. The sensitivities applied in the reasonable worst case include business specific adverse trading assumptions, which have the effect of reducing the expected profitability of the Continuing Group in each of the 2024 and 2025 financial years. In addition to this reduced profitability, the reasonable worst case assumes worse than expected cash generation over the same period, as result of, principally, delays in receipt of certain cash payments and adverse working capital movements. Under the cumulative effect of these assumptions in the reasonable worst case scenario, the Continuing Group's funding shortfall at the RCF Expiration Date would be approximately £94 million.

The Board has identified a number of actions that are reasonably within the Company's control to effect, which may reduce the Continuing Group's funding requirement on a temporary basis and include the repatriation of cash held in certain overseas subsidiaries, additional short term cost saving actions and the restriction of planned capital expenditure. Whilst these actions, individually or in combination, might reduce the funding shortfall at the RCF Expiration Date, they would be insufficient to enable the Continuing Group to meet in full its repayment obligations under the Revolving Credit Facility.

### *Mitigating actions*

The Board intends, assuming the Disposal completes, to explore and seek to complete the process to refinance the Revolving Credit Facility in the second half of 2024, which is expected to be concluded following Completion and before the RCF Expiration Date. The Board believes that the reduced level of the Company's

leverage and net indebtedness, following Completion and the receipt of the Net Proceeds, will enable it to refinance the Revolving Credit Facility ahead of its maturity and to do so on more attractive terms. On the basis of preliminary conversations with prospective lenders, the Board expects that the Continuing Group will be able to secure new borrowing arrangements, which will provide sufficient liquidity for the Continuing Group to meet the repayment obligations under the Revolving Credit Facility in either the base case or reasonable worst case scenarios.

Whilst the Board expects, following Completion, the Continuing Group will be able to secure new borrowing arrangements ahead of the RCF Expiration Date, no agreements have yet been entered into and consequently there can be no certainty that such a refinancing will be concluded and within sufficient time.

In the event that the Board believed that the Continuing Group would be unable to refinance the Revolving Credit Facility before the RCF Expiration Date, it would take various mitigating actions beyond those within the Company's reasonable control as described above, to improve the Continuing Group's liquidity and so as to retain the Company as a going concern:

- (i) the Company may seek to renegotiate, with its existing banking syndicate, the terms and deferral of the maturity of the Revolving Credit Facility to such future date as to ensure the sufficiency of working capital of the Continuing Group beyond the current maturity date of 31 March 2025. However, no such negotiation with its existing lenders has occurred and there can be no certainty that the lenders would agree any extension of the Revolving Credit Facility;
- (ii) in addition to RMS, the Board has identified other businesses and assets it considers could be sold and the Board may seek to bring forward the potential disposals of other assets, if at an appropriate value, to generate additional proceeds to supplement its liquidity profile. In order to address the funding shortfall set out above, sale processes for such businesses or assets would be required to be commenced and successfully concluded with any proceeds received, well ahead of the RCF Expiration Date and to realise proceeds in excess of the funding shortfall. However, there can be no certainty that significant assets of the Continuing Group could be sold prior to the RCF Expiration Date or that the value realised from such sales would be sufficient to meet, in full, the funding shortfall at the RCF Expiration Date; and
- (iii) the Company would review all future funding and refinancing options, which could include, but are not limited to, additional equity, debt and/or other financing arrangements so as to ensure the sufficiency of working capital of the Continuing Group.

It is currently anticipated by the Board that the mitigating actions in paragraphs (i) to (iii) would only be undertaken in the event that new borrowing arrangements were not secured, or were not reasonably expected to be secured in sufficient time ahead of the RCF Expiration Date.

As is customarily the case, there can be no certainty that an agreement will be reached for any of the above mitigating actions, either in sufficient time or at all, or as to the terms and/or quantum of any such transaction(s). It should also be noted that none of the aforementioned mitigating actions are solely within management control. In the event that the aforementioned mitigating actions are not able to be sufficiently employed, in time or at all, to generate further working capital for the Continuing Group's requirements, the Company and key trading companies in the James Fisher Group would no longer be able to operate as a going concern, in which case the Board or the James Fisher Group's lenders may resolve to place the Company and such key trading companies into an administration process (or equivalent local law procedures).

Attention is also drawn to the paragraph entitled "Importance of your vote" in Section 13 in Part I (*Letter from the Chairman of James Fisher*) of this document, which sets out the consequences of the Disposal Resolution not being approved by Shareholders at the General Meeting or the Disposal otherwise failing to complete. Should this occur, then the risk that the James Fisher Group is unable to refinance the Revolving Credit Facility, ahead of the RCF Expiration Date, would be increased materially. In such circumstances, the James Fisher Group's lenders may seek to put the Company and key trading companies in the James Fisher Group into an administration (or equivalent local law procedures).

### **13. NO SIGNIFICANT CHANGE**

#### **13.1 *The Continuing Group***

There has been no significant change in the financial performance or financial position of the Continuing Group since 31 December 2023, being the date to which the last published audited financial information for the James Fisher Group was prepared.

### 13.2 RMS

There has been no significant change in the financial performance or financial position of RMS since 31 December 2023, being the date to which the historical financial information relating to RMS in Part IV (*Historical Financial Information Relating to RMS*) of this document was prepared.

### 14. PURCHASER PROFIT FORECAST

On 22 March 2024, the Purchaser published a press release in relation to the Disposal (the “**Acquisition Announcement**”), which included the following statement regarding the Purchaser’s expectations for the future financial performance of RMS, which constitutes a profit forecast in respect of RMS for the purposes of the Listing Rules (the “**RMS Forecast**”):

*“The Company [in this context defined as ChampionX Corporation] anticipates that RMSpumptools will achieve approximately \$65 million in 2024 revenues and approximately \$18 million in 2024 adjusted EBITDA.”*

The RMS Forecast was not prepared, published or endorsed by the Company and consequently the Board does not consider that the RMS Forecast should be taken as representative of its views. In addition, the Board notes that the Acquisition Announcement includes the following text in relation to the RMS Forecast, contained within it (the “**Cautionary Statement**”):

*“The Company has not provided projected net income for RMSpumptools, the most directly comparable GAAP measure, or a reconciliation of projected adjusted EBITDA. Management cannot predict with a reasonable degree of accuracy certain of the necessary components of net income for RMSpumptools, such as depreciation and amortization expense. As such, a reconciliation of projected adjusted EBITDA to projected net income of RMSpumptools is not available without unreasonable effort. The actual amount of one-time expenses associated with the proposed acquisition of RMSpumptools and its separation from JF, and other amounts to be excluded from projected adjusted EBITDA, could have a significant impact on net income for RMSpumptools.”*

The Board cannot be certain as to assumptions applied by the Purchaser in compiling the RMS Forecast, which may differ materially from those that would be applied by the Company. Such areas of difference could include, but may not be limited to:

- the basis of calculation “adjusted EBITDA” which is a non-GAAP measure of profitability and subject to the Purchaser’s own approach to alternative performance measures;
- the accounting policies of the Purchaser, whose financial information is prepared under US GAAP, as opposed to IFRS;
- the application of foreign exchange calculations by the Purchaser; and
- the assumptions applied by the Purchaser as to the trading performance of RMS during the period referenced in the RMS Forecast, as well as to any costs and benefits relating to the acquisition and integration of RMS which may arise, as described in the Cautionary Statement.

For the reasons set out above, the Board does not consider that it is possible to substantiate the RMS Forecast and so does not consider the RMS Forecast to be valid.

As described in Part I (*Letter from the Chairman of James Fisher*) of this document, the principal reasons for the Board’s recommendation that Shareholders vote in favour of the Disposal do not relate to the expected future financial performance of RMS, but rather, to reducing the net indebtedness of the Company and to executing the stated strategy of simplifying the Group. As such, the Board does not consider that a reassessment of the RMS Forecast in this document is necessary for this document to contain all information necessary for Shareholders to make a properly informed decision in relation to voting on the Disposal Resolution.

### 15. CONSENTS

KPMG has given, and not withdrawn, its written consent to the inclusion of its report on the unaudited pro forma statement of net assets of the Continuing Group set out in Section A of Part V (*Unaudited Pro Forma Statement of Net Assets*) of this document in the form and context in which it appears.

Each of Peel Hunt, Gleacher Shacklock, and Investec Bank plc have given, and not withdrawn, its written consent to the inclusion in this document of the references to its name in the form and context in which they appear.



## **16. DOCUMENTS AVAILABLE FOR INSPECTION**

Copies of the following documents will be available for inspection on James Fisher's website at [www.james-fisher.com](http://www.james-fisher.com) from the date of this document up to and including the date of the General Meeting:

- (a) this document;
- (b) the Company's articles of association;
- (c) the consent letters referred to in Section 15 of this Part VI (*Additional Information*) of this document;
- (d) the report of KPMG set out in Section B of Part V (*Unaudited Pro Forma Statement of Net Assets*) of this document; and
- (e) the audited financial statements of the James Fisher Group for each of the financial years ended 31 December 2023, 31 December 2022 and 31 December 2021.

These documents and the Sale and Purchase Agreement will also be available for inspection during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the offices of Freshfields Bruckhaus Deringer LLP at 100 Bishopsgate, London, EC2P 2SR.

**Dated 24 May 2024**

## **PART VII INFORMATION INCORPORATED BY REFERENCE**

Information from the following documents has been incorporated into this document by reference, so as to provide the information required under the Listing Rules. These documents are also available at [www.james-fisher.com](http://www.james-fisher.com).

<i>Document</i>	<i>Information incorporated by reference</i>	<i>Page number in this document</i>
Company's Annual Report and Financial Statements for the year ended 31 December 2021	Information on related party transactions in note 32 of the notes to the audited consolidated financial statements for the Company for the year ended 31 December 2021	52
Company's Annual Report and Financial Statements for the year ended 31 December 2022	Information on related party transactions in note 32 of the notes to the audited consolidated financial statements for the Company for the year ended 31 December 2022	52
Company's Annual Report and Financial Statements for the year ended 31 December 2023	Information on related party transactions in note 32 of the notes to the audited consolidated financial statements for the Company for the year ended 31 December 2023	52

Information that is itself incorporated by reference in the above documents is not incorporated by reference into this document. It should be noted that, except as set forth above, no other portion of the above documents are incorporated by reference into this document and those portions which are not specifically incorporated by reference in this document are either not relevant for Shareholders or the relevant information is included elsewhere in this document.

Any statement contained in a document which is deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this document to the extent that a statement contained herein (or in a later document which is incorporated by reference herein) modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this document.

## PART VIII DEFINITIONS

The following definitions apply throughout this document unless the context requires otherwise:

<b>“Acquisition Announcement”</b>	the press release published by the Purchaser in relation to the Disposal on 22 March 2024
<b>“Affiliate”</b>	in relation to any legal body, any subsidiary or parent company of that legal body and any subsidiary of any such parent company, in each case from time to time
<b>“Board”</b>	the board of Directors of James Fisher as set out in Section 4 of Part VI ( <i>Additional Information</i> )
<b>“Cautionary Statement”</b>	the statement included in the Acquisition Announcement describing the inherent limitations of the assumptions applied by the Purchaser as to the trading performance of RMS during the period referenced in the RMS Forecast, as well as to any costs and benefits relating to the acquisition and integration of RMS which may arise
<b>“Chairman”</b>	the chair of the Board
<b>“ChampionX”</b>	has the meaning given to it in Section 1 of Part I ( <i>Letter from the Chairman of James Fisher</i> )
<b>“Companies Act”</b>	the UK Companies Act 2006, as amended from time to time
<b>“Completion”</b>	completion of the Disposal in accordance with the terms of the Sale and Purchase Agreement
<b>“Completion Date”</b>	has the meaning given to it in Section 1 of Part II ( <i>Risk Factors</i> )
<b>“Conditions”</b>	has the meaning given to it in Section 1.2 of Part III ( <i>Summary of the Principal Terms and Conditions of the Disposal</i> )
<b>“Continuing Group”</b>	James Fisher and its subsidiaries and subsidiary undertakings from time to time (excluding, for the avoidance of doubt, the Target Companies after Completion), being the continuing business of the James Fisher Group following Completion
<b>“CREST”</b>	the relevant system (as defined in the CREST Regulations) in respect of which Euroclear is the Operator (as defined in the CREST Regulations)
<b>“CREST Manual”</b>	the manual, as amended from time to time, produced by Euroclear describing the CREST system, and supplied by Euroclear to users and participants thereof
<b>“CREST Proxy Instruction”</b>	a proxy appointment or instruction made via CREST, authenticated in accordance with Euroclear’s specifications and containing the information set out in the CREST Manual
<b>“CREST Regulations”</b>	the Uncertificated Securities Regulations 2001 (SI 2001/3755), as amended and for the time being in force
<b>“Directors”</b>	the Executive Directors and Non-Executive Directors of James Fisher at the date of this document
<b>“ESP”</b>	electric submersible pump
<b>“Disclosure Guidance and Transparency Rules”</b>	the Disclosure Guidance and Transparency Rules produced by the FCA under Part VI of the FSMA (as set out in the FCA Handbook)

<b>“Disposal”</b>	the proposed disposal by the Seller of RMS to the Purchaser pursuant to the terms of the Sale and Purchase Agreement
<b>“Disposal Resolution”</b>	the resolution being proposed at the General Meeting to approve the Disposal and to grant the Directors authority to implement the Disposal
<b>“ESP”</b>	electric submersible pump
<b>“Euroclear”</b>	Euroclear UK & International Limited, the operator of CREST
<b>“Executive Directors”</b>	the executive directors of James Fisher, who are referred to as such, and whose details are set out in Section 4 of Part VI ( <i>Additional Information</i> )
<b>“FCA”</b>	the UK Financial Conduct Authority
<b>“FCA Handbook”</b>	the FCA’s handbook of rules and guidance
<b>“FSMA”</b>	the UK Financial Services and Markets Act 2000, as amended from time to time
<b>“General Meeting”</b>	the general meeting of James Fisher to be held at the offices of Freshfields Bruckhaus Deringer LLP at 100 Bishopsgate, London, EC2P 2SR at 3:00 p.m., on 13 June 2024, as described in the Notice of General Meeting
<b>“Gleacher Shacklock”</b>	Gleacher Shacklock LLP, incorporated in England and Wales with registered number OC302047 and whose registered address is at Cleveland House, 33 King Street, London, SW1Y 6RJ
<b>“IFRS”</b>	UK-adopted international accounting standards
<b>“Inter-Company Loan”</b>	has the meaning given to it Section 7 of Part I ( <i>Letter from the Chairman of James Fisher</i> )
<b>“James Fisher” or the “Company”</b>	James Fisher and Sons plc, a public limited company incorporated under the laws of England and Wales with registered number 211475 and whose registered office is at Fisher House, Michaelson Road, Barrow-In-Furness, Cumbria, United Kingdom, LA14 1HR
<b>“James Fisher Group”</b>	in respect of any time prior to Completion, James Fisher and its consolidated subsidiaries and subsidiary undertakings and, in respect of any time following Completion, the Continuing Group
<b>“James Fisher Shares”</b>	the ordinary shares of £0.25 each in the capital of the Company
<b>“JFN”</b>	James Fisher Nuclear Holdings Limited
<b>“JFN Buyer”</b>	Myneration Limited, a wholly-owned investment vehicle of Rcapital Partners LLP
<b>“JFN Sellers”</b>	the Company, James Fisher Properties Limited and RMS
<b>“Key Employees”</b>	as defined in schedule 9 of the Sale and Purchase Agreement
<b>“Latest Practicable Date”</b>	21 May 2024 (being the latest practicable date prior to the publication of this document)
<b>“Listing Rules”</b>	the listing rules issued by the FCA pursuant to section 73A of FSMA
<b>“Locked Box Date”</b>	31 December 2023

<b>“Longstop Date”</b>	the date falling six months after the date of the Sale and Purchase Agreement, or such other date as the parties to the Sale and Purchase Agreement may determine by mutual written agreement
<b>“Material Adverse Change”</b>	any event, circumstance, occurrence or fact between the date of the Sale and Purchase Agreement and the Completion Date resulting in: (i) a reduction in the value of the RMS shares by 20% or more, other than certain customary global and market conditions; or (ii) the James Fisher Group or RMS becoming subject to sanctions
<b>“Market Abuse Regulation”</b>	assimilated Regulation (EU/596/2014) as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018, as amended
<b>“Mimic and Straininstall Buyer”</b>	British Engineering Services Holdco Limited
<b>“Mimic and Straininstall Disposal”</b>	the sale of the entire share capital of Straininstall UK Limited and James Fisher Mimic Limited by the Mimic and Straininstall Sellers to the Mimic and Straininstall Buyer
<b>“Mimic and Straininstall Sellers”</b>	the Company, Straininstall Group Limited and James Fisher Holdings UK Limited
<b>“MNRPF”</b>	the Merchant Navy Ratings Pension Fund scheme
<b>“Net Proceeds”</b>	has the meaning given to it in Section 1 of Part I ( <i>Letter from the Chairman of James Fisher</i> )
<b>“Nominated Person”</b>	has the meaning given to it on page 56 of this document
<b>“Non-Executive Directors”</b>	the non-executive directors of James Fisher, whose details are set out in Section 4 of Part VI ( <i>Additional Information</i> )
<b>“Non-IFRS measures”</b>	has the meaning given to it on page 4 of this document
<b>“Notice of General Meeting”</b>	the notice of the General Meeting, as set out in Part IX ( <i>Notice of General Meeting</i> ) of this document to be held at the offices of Freshfields Bruckhaus Deringer LLP at 100 Bishopsgate, London, EC2P 2SR at 3:00 p.m., on 13 June 2024
<b>“PAT”</b>	ChampionX’s Production and Automation Technologies segment
<b>“Peel Hunt”</b>	Peel Hunt LLP, incorporated in England and Wales with registered number OC357088 and whose registered address is at 7th Floor, 100 Liverpool Street, London, EC2M 2AT
<b>“PRA”</b>	the UK Prudential Regulation Authority
<b>“Prolec Buyer”</b>	Kinshofer GmbH
<b>“Prolec Seller”</b>	Straininstall Group Limited
<b>“Prospectus Regulation”</b>	assimilated Commission Delegated Regulation (EU) 2019/980 (supplementing Regulation (EU) 2017/1129) as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018, as amended
<b>“Prospectus Regulation Rules” or “PRR”</b>	the prospectus regulation rules made by the FCA under Part VI of the FSMA
<b>“proxy form”</b>	the proxy form for use at the General Meeting, which is being sent to Shareholders

<b>“Purchaser”</b>	ChampionX UK Limited, a company incorporated in England and Wales with registered number 11024746 and whose registered office is at 100 Longwater Avenue, Green Park, Reading, England, RG2 6GP
<b>“Purchaser Group”</b>	the Purchaser and its Affiliates from time to time, which from Closing shall include the Target Companies
<b>“RCF Expiration Date”</b>	31 March 2025
<b>“Record Time”</b>	the record time for entitlement to vote at the General Meeting being 6:00 p.m. on 11 June 2024
<b>“Registrar”</b>	Link Market Services Limited (trading as Link Group), incorporated in England and Wales with registered number 2605568 and whose registered address is at Central Square, 29 Wellington Street, Leeds, LS1 4DL
<b>“Regulatory Condition”</b>	as defined in clause 4.1(b) of the Sale and Purchase Agreement
<b>“Regulatory Information Service”</b>	one of the regulatory information services authorised by the FCA to receive, process and disseminate regulatory information in respect of listed companies
<b>“Revolving Credit Facility”</b>	the revolving credit facility dated 6 June 2023 entered into by, amongst others, James Fisher and HSBC Bank PLC as agent (as announced by the Company on 7 June 2023)
<b>“RMS”</b>	RMSpumptools Limited, a company incorporated in England and Wales with registered number 1745584, whose registered office address is at Fisher House, Michaelson Road, Barrow-In-Furness, Cumbria, United Kingdom, LA14 1HR
<b>“RMS Forecast”</b>	the profit forecast in respect of RMS published by the Purchaser on 22 March 2024
<b>“RMS HoldCo” or the “Seller”</b>	James Fisher Holdings UK Limited, a company incorporated in England and Wales with registered number 9869339, whose registered office address is at Fisher House, Michaelson Road, Barrow-In-Furness, Cumbria, United Kingdom, LA14 1HR
<b>“Sale and Purchase Agreement”</b>	the sale and purchase agreement dated 21 March 2024 entered into between the Seller, the Purchaser and James Fisher in connection with the Disposal, as described in more detail in Part III ( <i>Summary of the Principal Terms and Conditions of the Disposal</i> ) of this document
<b>“Sale Shares”</b>	has the meaning given to it Section 1.1 of Part III ( <i>Summary of the Principal Terms and Conditions of the Disposal</i> )
<b>“Seller Group”</b>	the Seller and its Affiliates from time to time, but excluding the Target Companies
<b>“Shareholders”</b>	the holders of Shares from time to time
<b>“Shares”</b>	ordinary shares of the Company
<b>“Sponsor”</b>	Peel Hunt
<b>“subsidiary” or “subsidiaries” or “subsidiary undertaking(s)”</b>	has the meaning given to it in the Companies Act
<b>“Target Companies”</b>	RMS and its two wholly-owned subsidiaries (each a <b>“Target Company”</b> )

<b>“Transitional Services Agreement”</b>	the agreement to be entered into on Completion between, among others, James Fisher and RMS, as described in more detail in Part III ( <i>Summary of the Principal Terms and Conditions of the Disposal</i> ) of this document
<b>“unaudited pro forma financial information”</b>	the unaudited financial information contained in Part V ( <i>Unaudited Pro Forma Statement of Net Assets</i> ) of this document
<b>“UK” or “United Kingdom”</b>	the United Kingdom of Great Britain and Northern Ireland

## PART IX NOTICE OF GENERAL MEETING

### James Fisher and Sons plc

*(registered in England and Wales with registered number 00211475)*

### NOTICE OF GENERAL MEETING

**NOTICE IS HEREBY GIVEN** that a **GENERAL MEETING** of James Fisher and Sons plc (“**James Fisher**” or the “**Company**”) will be held at the offices of Freshfields Bruckhaus Deringer LLP at 100 Bishopsgate, London, EC2P 2SR at 3:00 p.m. on 13 June 2024, for the purposes of considering and, if thought fit, passing the following resolution (the “**Disposal Resolution**”). The Disposal Resolution will be proposed as an ordinary resolution.

### ORDINARY RESOLUTION

THAT the proposed disposal by James Fisher Holdings UK Limited (registered in England and Wales with registered number 09869339) (the “**Seller**”) of RMSpumptools Limited to ChampionX UK Limited, a wholly-owned subsidiary of ChampionX Corporation (the “**Purchaser**”) (the “**Disposal**”), on the terms and subject to the conditions contained in the sale and purchase agreement dated 21 March 2024 (as amended, modified, restated or supplemented from time to time) entered into between, among others, the Seller and the Purchaser in connection with the Disposal (the “**Sale and Purchase Agreement**”), as described in more detail in the circular sent to shareholders dated 24 May 2024 and the associated and ancillary arrangements related thereto be and are hereby approved for the purposes of Chapter 10 of the Listing Rules of the Financial Conduct Authority, and that each and any of the directors of the Company (the “**Directors**”) and the secretary of the Company (or a duly authorised committee of the Directors) be and are hereby authorised to:

- (a) take all such steps, execute all such agreements and make all such arrangements as may seem to them necessary, expedient, appropriate or desirable for the purpose of giving effect to, or otherwise in connection with, this resolution, the Disposal, the Sale and Purchase Agreement and/or the associated and ancillary agreements and arrangements relating thereto; and
- (b) agree and make such modifications, variations, revisions, waivers, extensions, additions and/or amendments in relation to any of the foregoing (provided that such modifications, variations, revisions, waivers or amendments are not material for the purposes of Listing Rule 10.5.2) as they may in their absolute discretion think necessary, expedient, appropriate or desirable.

By order of the Board

Angus Cockburn  
Chairman

24 May 2024

Registered Office  
Fisher House  
Michaelson Road  
Barrow-In-Furness  
Cumbria LA14 1HR  
United Kingdom



## Notes to the Notice of General Meeting

1. To be entitled to attend and vote at the General Meeting (and for the purpose of the determination by the Company of the votes shareholders may cast), shareholders must be registered on the register of members of the Company as at 6:00 p.m. on 11 June 2024 or, in the event of any adjournment, in the register of members at 6:00 p.m. on the date two business days before the date of any adjourned meeting. Changes to entries on the register of members after the relevant deadline shall be disregarded in determining the rights of any persons to vote at the meeting.
2. All joint shareholders may attend and speak at the General Meeting. However, only the vote of the most senior joint shareholder who votes (in person or by proxy) may be counted by the Company. The most senior joint shareholder of a share shall be determined by the order in which the names of the joint shareholders stand in the register of members (the first name being the most senior).
3. Shareholders who would prefer to register the appointment of their proxy electronically via the internet can do so by logging on to our Registrar's website, [www.signalshares.com](http://www.signalshares.com), by using the service offered by Euroclear UK & International Limited for members of CREST or if you are an institutional investor you may also be able to appoint a proxy electronically via the Proxymity platform.
4. In order to be valid any proxy form or other instrument appointing a proxy must be received by one of the following methods:
  - (a) by completing and submitting a proxy form;
  - (b) by appointing and registering the proxy vote electronically by visiting [www.signalshares.com](http://www.signalshares.com) (the on-screen instructions will give details on how to complete the appointment and voting process);
  - (c) in the case of CREST members, by utilising the CREST electronic proxy appointment service in accordance with the procedures set out below;
  - (d) in the case of institutional investors, you may be able to appoint a proxy electronically via the Proxymity platform at <https://www.proxymity.io/>; or
  - (e) in the case of shareholders that are unable to vote online, the shareholder can contact the Registrar and request a hard copy proxy form be sent to them by post. Hard copy proxy forms (together with any power of attorney or other authority under which it is signed, or a duly certified copy thereof) must be returned to the Registrar, Link Group, at FREEPOST PXS1, Link Group, Central Square, 29 Wellington Street, Leeds, LS1 4DL.

Your proxy must be lodged by 3:00 p.m. on 11 June 2024.

**IMPORTANT: In any case, to be effective, a proxy form or a proxy appointment submitted via the Internet or via Proxymity or a CREST Proxy Instruction must be received by the Company's Registrar or via Proxymity before 3:00 p.m. on 11 June 2024 (or, in the event of an adjournment, not later than 48 hours before the time fixed for the holding of the adjourned meeting).**

5. The return of a completed proxy form, other such instrument, any CREST Proxy Instruction (as described in paragraph 9 below), proxy appointment submitted via Proxymity or the appointment of a proxy electronically will not prevent a shareholder attending the General Meeting and voting in person if they wish to do so.
6. Any person to whom this Notice of General Meeting is sent who is a person nominated under section 146 of the Companies Act 2006 to enjoy information rights (a "**Nominated Person**") may, under an agreement between the Nominated Person and the shareholder by whom such Nominated Person was nominated, have a right to be appointed (or to have someone else appointed) as a proxy of that shareholder for the General Meeting. However, it is strongly recommended that only the chair of the General Meeting should be appointed as a proxy. If a Nominated Person has no such proxy appointment right or does not wish to exercise it, they may, under any such agreement, have a right to give instructions to the shareholder as to the exercise of voting rights.
7. If you have been nominated to receive general shareholder communications directly from the Company, it is important to remember that your main contact in terms of your investment remains the registered shareholder or custodian or broker who administers the investment on your behalf. Therefore, any changes or queries relating to your personal details and holding (including any administration) must continue to be directed to your existing contact at your investment manager or custodian. The Company cannot guarantee

to deal with matters that are directed to them in error. The only exception to this is where the Company, in exercising one of its powers under the Companies Act 2006, writes to you directly for a response.

8. CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so by using the procedures described in the CREST Manual (available via [www.euroclear.com](http://www.euroclear.com)). CREST personal members or other CREST sponsored members, and those CREST members who have appointed a service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.
9. In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a “**CREST Proxy Instruction**”) must be properly authenticated in accordance with Euroclear’s specifications, and must contain the information required for such instruction, as described in the CREST Manual (available via [www.euroclear.com](http://www.euroclear.com)). The message (regardless of whether it constitutes the appointment of a proxy or is an amendment to the instruction given to a previously appointed proxy) must, in order to be valid, be transmitted so as to be received by the Company’s agent (CREST Participant ID: RA10) by the latest time(s) for receipt of proxy appointments specified in the notice of meeting (being 3:00 p.m. on 11 June 2024). For this purpose, the time of receipt will be taken to be the time (as determined by the time stamp applied to the message by the CREST Application Host) from which the Company’s agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.
10. CREST members (and, where applicable, their CREST sponsors, or voting service providers) should note that Euroclear does not make available special procedures in CREST for any particular message. Normal system timings and limitations will, therefore, apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member, or sponsored member, or has appointed a voting service provider, to procure that his CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members (and, where applicable, their CREST sponsors or voting system providers) are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.
11. The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001, as amended.
12. If you are an institutional investor, you may be able to appoint a proxy electronically via the Proximity platform, a process which has been agreed by the Company and approved by the Company’s Registrar. For further information regarding the Proximity platform, please go to <https://www.proximity.io/>. Your proxy must be lodged by 3:00 p.m. on 11 June 2024 in order to be considered valid or, if the meeting is adjourned, by the time which is 48 hours before the time of the adjourned meeting. Before you can appoint a proxy via this process you will need to have agreed to Proximity’s associated terms and conditions. It is important that you read these carefully as you will be bound by them and they will govern the electronic appointment of your proxy. An electronic proxy appointment via the Proximity platform may be revoked completely by sending an authenticated message via the platform instructing the removal of your proxy vote.
13. Unless otherwise indicated on the proxy form, CREST, Proximity or any other electronic voting instruction, the proxy will vote as they think fit or, at their discretion, withhold from voting.
14. If you need help with voting online, or require a hard copy proxy form, please contact our Registrar, Link Group, by email at [shareholderenquiries@linkgroup.co.uk](mailto:shareholderenquiries@linkgroup.co.uk), or you may call on 0371 664 0391. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. Lines are open between 09:00 – 17:30, Monday to Friday excluding public holidays in England and Wales.
15. Any corporation which is a member can appoint one or more corporate representatives who may exercise on its behalf all of its powers as a member provided that if two or more representatives purport to vote in respect of the same shares:
  - (a) if they purport to exercise the power in the same way as each other, the power is treated as exercised in that way; and
  - (b) in other cases, the power is treated as not exercised.

16. In the case of joint shareholders, where more than one of the joint shareholders completes a proxy appointment, only the appointment submitted by the most senior shareholder will be accepted. Seniority is determined by the order in which the names of the joint shareholders appear in the Company's register of members in respect of the joint shareholding (the first-named being the most senior).
17. For assistance in appointing a proxy, members can contact the Company's Registrar. Where a shareholder appoints as their proxy someone other than the chair of the General Meeting, they are responsible for ensuring that their proxy is aware of their voting intentions. If a shareholder does not indicate how their proxy is to vote, they will be deemed to have authorised their proxy to vote or to withhold their vote as the appointed proxy thinks fit. Their proxy will also be entitled to vote at their discretion on any other resolution properly put to the General Meeting.
18. If a proxy is being appointed for less than the shareholder's full voting entitlement, the shareholder should indicate the number of shares over which the person is authorised to act as their proxy. If left blank, the proxy will be deemed to be authorised in respect of the shareholder's full entitlement.
19. A shareholder wishing to change their proxy instructions should submit a new, valid proxy appointment to the Company's Registrar. Any changes to proxy instructions received after 3:00 p.m. on 11 June 2024 will be disregarded. If a shareholder submits more than one valid proxy appointment, the appointment received last before 3:00 p.m. on 11 June 2024 will take precedence. A shareholder wishing to revoke their proxy appointment should notify the Company's Registrar no later than 3:00 p.m. on 11 June 2024. Any revocation notice received after this time will not have effect.

#### **Availability of documents and other information**

20. The documents listed in Section 16 of Part VI (*Additional Information*) of the circular dated 24 May 2024 will be available for inspection at [www.james-fisher.com](http://www.james-fisher.com) and, together with the Sale and Purchase Agreement, will be available for inspection at the offices of Freshfields Bruckhaus Deringer LLP at 100 Bishopsgate, London, EC2P 2SR during normal business hours on any weekday (excluding Saturdays, Sundays and public holidays) up to and including the date of the General Meeting.
21. In accordance with section 311A of the Companies Act 2006, the contents of this Notice of General Meeting, details of the total number of shares in respect of which members are entitled to exercise voting rights at the General Meeting and, if applicable, members' statements, members' resolutions or members' matters of business received by the Company after the date of this Notice of General Meeting will be available on the Company's website at [www.james-fisher.com](http://www.james-fisher.com). Neither the content of the Company's website nor any website accessible by hyperlinks to the Company's website is incorporated in, or forms part of, these notes.
22. You may not use any electronic address provided either in this Notice of General Meeting or in any related documents (including the accompanying proxy form) to communicate with the Company for any purposes other than those expressly stated in this Notice of General Meeting or in such other related documents.

#### **Total voting rights**

23. As at 21 May 2024 (being the latest practicable date prior to publication of this Notice of General Meeting), the Company's issued share capital consisted of (i) 50,398,063 ordinary shares of £0.25 each, carrying one vote each and (ii) 100,000 preference shares of £1 each, carrying one vote each. The Company does not hold any ordinary shares in treasury, and therefore the total voting rights in the Company as at 21 May 2024 were 50,498,063.
24. The Disposal Resolution to be put to the General Meeting will be voted on by poll. A poll reflects the number of voting rights exercisable by each member and is in line with corporate governance recommendations. The results of the voting at the General Meeting will be announced through a Regulatory Information Service and will appear on our website, [www.james-fisher.com](http://www.james-fisher.com), on 13 June 2024 or shortly thereafter.

**Attending in person**

Date: 13 June 2024

Time: 3:00 p.m.

Location: Freshfields Bruckhaus Deringer LLP  
100 Bishopsgate  
London EC2P 2SR

**Questions at the General Meeting**

25. Under section 319A of the Companies Act 2006, any member attending the General Meeting has the right to ask questions. The Company must cause to be answered any question relating to the business being dealt with at the General Meeting but no such answer need be given if: (i) to do so would interfere unduly with the preparation for the General Meeting or involve the disclosure of confidential information; (ii) the answer has already been given on a website in the form of an answer to a question; or (iii) it is undesirable in the interests of the Company or good order of the General Meeting that the question be answered.
26. Please send any questions you have for the Directors via [secretariat@james-fisher.co.uk](mailto:secretariat@james-fisher.co.uk) before 12:00 p.m. on 11 June 2024.

