

**DEED OF IRREVOCABLE UNDERTAKING**

To: Sidara Limited, a company incorporated under the laws of England and Wales whose registered office is at 150 Holborn, London, United Kingdom, EC1N 2NS and company number is 15594421 (the “**Offeror**”)

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29 August 2025

**Offer for John Wood Group PLC (the “Company”)**

I the undersigned understand that the Offeror is considering the Acquisition (as defined below) substantially on the terms and subject to the conditions set out in the announcement (the “**Announcement**”), to be made pursuant to Rule 2.7 of the City Code on Takeovers and Mergers (the “**Code**”), and/or on such other terms and subject to such other conditions as may be required by the Code, the Panel on Takeovers and Mergers (the “**Panel**”) and/or the requirements of the FCA (in exercising its primary markets function) and the London Stock Exchange plc or any other relevant securities exchange and/or as agreed between the Company and the Offeror.

**1. Warranties and undertakings**

Subject to your release of the Announcement not later than 5:00 p.m. (London time) on the date of this undertaking (or such later time and/or date as the Company and the Offeror may agree in writing), I irrevocably and unconditionally undertake, represent and warrant to the Offeror that:

- (i) I am the beneficial owner of (or am otherwise able to control the exercise of all rights attaching to, including voting rights and the ability to procure the transfer of), and/or am the registered holder of, the number of ordinary shares of 4  $\frac{2}{7}$  pence each in the capital of the Company set out in the first column of the table set out in Appendix 1 (Registered and Beneficial Holdings of Shares) (the “**Shares**”, which expression shall include any other shares in the Company issued after the date hereof and attributable to or derived from such shares);
- (ii) save as set out in Appendix 1 (Registered and Beneficial Holdings of Shares), I am not interested in (or otherwise able to control the exercise of any rights attaching to) any shares or other securities of the Company;
- (iii) I am able to transfer or procure the transfer of the Shares free from all liens, equities, charges, encumbrances, options, rights of pre-emption, and any other third-party rights and interests of any nature;

(iv) I shall not (and, if applicable, I will procure that the registered holder of the Shares will not), prior to the earlier of the Acquisition becoming effective (or, if applicable, closing) or lapsing (the “**Expiration Time**”):

- (a) sell, transfer, charge, encumber, pledge or grant any option over or otherwise dispose of or permit the sale, transfer, charging or other disposition or creation or grant of any other encumbrance or option of or over all or any of such Shares or interest in such Shares except: (i) pursuant to the Acquisition; or (ii) selling, transferring or otherwise disposing of Shares as part of any bona fide tax planning provided always prior to any such disposal that: (1) I procure that any transferee or any beneficiary of any transferee executes and delivers to the Offeror irrevocable undertakings on no less favourable terms to the Offeror than the terms set out herein; and (2) I notify the Offeror no less than three (3) Business Days before such disposal of those terms; or
- (b) (other than pursuant to the Acquisition) enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:
  - (I) in relation to, or operating by reference to, the Shares; or
  - (II) to do all or any of the acts referred to in paragraph 1(iv)(a) above; or
  - (III) to the extent that such agreement, arrangement or obligation would or would reasonably be expected to preclude me from complying with my obligations under paragraphs 2 or 3 of this undertaking,

and references in this paragraph 1(iv)(b) to any agreement, arrangement or obligation shall include any such agreement, arrangement or obligation whether or not subject to any conditions or which is to take effect upon or following the Expiration Time or upon or following this undertaking ceasing to be binding or upon or following any other event;

(v) prior to the Expiration Time, I shall not, in my capacity as a shareholder of the Company:

- (a) accept any offer or similar transaction in respect of any of the Shares which might frustrate the Acquisition or any part of it (whether it is conditional or unconditional or irrespective of the means by which it is to be implemented);
- (b) vote in favour of any resolution to give effect to any scheme of arrangement of the Company (other than to give effect to the Acquisition) or any other offer or similar transaction in respect of any of the Shares which might frustrate the Acquisition or any part of it (whether it is conditional or unconditional and irrespective of the means by which it is to be implemented);
- (c) pursuant to section 303 Companies Act 2006 (the “**Act**”), without the prior written consent of the Offeror, requisition, or join in requisitioning, any general

or class meeting of the Company for the purposes of voting on any resolution referred to under paragraphs 2(i)(b) to 2(i)(d) below; or

- (d) enter into any agreement or arrangement with any person, whether conditionally or unconditionally, including any irrevocable undertaking, or solicit or encourage any person, to do any of the acts referenced in paragraphs 1(iv) or 1(v);
- (vi) prior to the Expiration Time and save for the Shares, I will not acquire any shares or other securities of the Company (or any interest therein) unless the Panel has first determined, and confirmed to the Offeror and the Company, that I am not acting in concert with the Offeror for the purpose of Note 9 on the definition of “acting in concert” in the Code and, if any such shares, securities or interest (including the Plan Shares) is issued to, allotted to or acquired by me, such shares, securities or interest (as the case may be) shall be deemed to be included in the expression “Shares” for the purposes of this undertaking and I shall, within five (5) Business Days of any such issuance, allotment or acquisition, notify the Offeror immediately of any such acquisition and of any other dealing, disposal or change in the number of Shares held by me; and
- (vii) I have full power, authority and the right (free from any legal or other restrictions) to enter into and perform my obligations under this undertaking in accordance with their terms.

## 2. Scheme

Subject to your release of the Announcement not later than 5:00 p.m. (London time) on the date of this undertaking (or such later time and/or date as the Company and the Offeror may agree in writing), I irrevocably and unconditionally undertake to the Offeror, if the Acquisition is implemented by way of the Scheme, that:

- (i) I shall exercise, or, where applicable, procure the exercise of, all voting rights attaching to the Shares on any resolution (whether or not amended and whether put on a show of hands or a poll) which is proposed at any general or class meeting of the Company (including any adjournment thereof) (“**General Meeting**”) or at any meeting of holders of shares in the Company convened by a court (including any adjournment thereof) pursuant to section 896 of the Act (“**Court Meeting**” and together with the General Meeting, being a “**Shareholders’ Meeting**”) which:
  - (a) is necessary to implement the Acquisition;
  - (b) might reasonably be expected to have any impact on the fulfilment of any condition to the Acquisition;
  - (c) might reasonably be expected to impede or frustrate the Acquisition in any way (which shall include any resolution to approve a scheme of arrangement, merger, acquisition or disposal relating to any shares in the Company or any of its subsidiaries by a third-party);

(d) would otherwise adversely impact on the success of the Acquisition; or

(e) adjourns a Shareholders' Meeting,

in each case, only in accordance with the Offeror's instructions;

(ii) I shall exercise, or, where applicable, procure the exercise of, all voting rights attaching to the Shares to requisition or join in the requisitioning of any general meeting of the Company for the purposes of voting on any resolution referred to in paragraph 2(i) above, or to require the Company to give notice of any such meeting, only in accordance with the Offeror's instructions;

(iii) for the purpose of voting on any resolution referred to in paragraph 2(i) above, I shall, if required by the Offeror, execute, or procure the execution of, any form of proxy required by the Offeror appointing any person nominated by the Offeror to attend and vote at the relevant meetings and I shall not amend, revoke or withdraw any such forms of proxy; and

(iv) without prejudice to paragraph 2(iii), and in the absence of any such requirement by the Offeror, I shall after the posting of the circular to be sent to shareholders of the Company containing an explanatory statement in respect of the Scheme (the "**Scheme Document**") (and without prejudice to any right I have to attend and vote in person at the Court Meeting and the General Meeting to implement the Acquisition), return, or procure the return of, if applicable, the signed forms of proxy enclosed with the Scheme Document (completed and signed and voting in favour of the resolutions to implement the Acquisition) in accordance with the instructions printed on those forms of proxy and, if applicable, in respect of any Shares held in uncertificated form, take or procure the taking of any action which may be required by the Offeror or its nominated representative in order to make a valid proxy appointment and give valid proxy instructions (voting in favour of the resolutions to implement the Acquisition):

(a) in the case of those Shares referred to in Appendix 1 (Registered and Beneficial Holdings of Shares) as soon as reasonably practicable and in any event within five (5) Business Days of the date of the Scheme Document; or

(b) in the case of any other Shares, as soon as reasonably practicable and in any event within five (5) Business Days of the date on which I become able to control the exercise of all rights, including voting rights, attaching to those Shares.

### 3. Offer

Subject to your release of the Announcement not later than 5:00 p.m. (London time) on the date of this undertaking (or such later time and/or date as the Company and the Offeror may agree in writing), I irrevocably and unconditionally undertake to the Offeror, if the Acquisition is implemented by way of the Offer, that:

- (i) upon the Offer being made, I will be able to accept or, where applicable, procure the acceptance of the Offer in respect of the Shares and to transfer the Shares free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third-party rights and interests of any nature and together with all rights now or hereafter attaching or accruing to them, including voting rights and the right to receive and retain in full all dividends of any nature and other distributions (if any) hereafter declared, made or paid subject to the matters referred to in the Announcement;
- (ii) I shall as soon as possible after the posting of the formal document containing the Offer (the “**Offer Document**”) but in any event:
  - (a) in the case of those Shares referred to in Appendix 1 (Registered and Beneficial Holdings of Shares) within five (5) Business Days of the date of the Offer Document; or
  - (b) in the case of any other Shares, in any event within five (5) Business Days of the date on which I become able to control the exercise of all rights, including voting rights, attaching to those Shares,duly accept or procure acceptance of the Offer in accordance with its terms in respect of the Shares;
- (iii) notwithstanding that the terms of the Offer Document will confer rights of withdrawal on accepting shareholders, I shall not withdraw any acceptance of the Offer in respect of the Shares or any of them and shall procure that no rights to withdraw any acceptance in respect of such Shares are exercised; and
- (iv) I shall exercise or, where applicable, procure the exercise of, all rights attaching to the Shares on any resolution referred to under paragraph 2(i) above only in accordance with the Offeror’s instructions.

#### **4. Disclosure**

I acknowledge and consent to:

- (i) the inclusion of references to me, the registered holder(s) of any of the Shares in which I have (or will have as the case may be) a beneficial interest and this undertaking being set out in the Announcement (substantially in the terms set out in the Announcement), the Scheme Document and any Offer Document (if applicable) and any other announcement made, or document issued, by or on behalf of the Offeror or the Company in connection with the Acquisition containing particulars of this undertaking, in each case to the extent required by the Code; and
- (ii) if the Acquisition proceeds, this undertaking being published on a website as required by Rule 26 of the Code during the offer period (as defined in the Code) and particulars of it being contained in the Scheme Document or the Offer Document (as the case may be).

**5. Announcing and proceeding with the Offer:**

I acknowledge that:

- (i) the release of the Announcement is at the Offeror's absolute discretion and the Offeror reserves the right not to release the Announcement; and
- (ii) nothing in this undertaking obliges the Offeror to announce or proceed with the Scheme or the Offer, or to despatch the Scheme Document or the Offer Document (as applicable).

**6. Lapse of undertaking**

- (i) Notwithstanding any other provision of this undertaking, this undertaking and all of my obligations herein shall lapse and cease to have any force or effect on the earlier of the following occurrences:
  - (a) immediately if the Offeror shall not have announced a firm intention to proceed with the Acquisition by publishing the Announcement by 5:00 p.m. (London time) on the date of this undertaking (or such later time and/or date as the Company and the Offeror may agree in writing); or
  - (b) following the release of the Announcement, immediately if the Scheme Document or Offer Document (as the case may be) has not been posted to the Company's shareholders within 28 days of the release of the Announcement (or within such longer period as may be permitted by the Panel) provided that, if the Acquisition was initially being implemented by way of a Scheme and the Offeror elects (subject to the terms of the co-operation agreement between Dar Al-Handasah Consultants Shair and Partners Holdings Ltd ("**Sidara**"), the Offeror and the Company which is to be entered into on or around the date of this undertaking) to exercise its right to implement the Acquisition by way of an Offer, or vice versa, the time period in this paragraph 6(i)(b) shall be extended to refer to within 28 days of the release of the announcement of the change in structure (or such other date for the posting of the Offer Document or Scheme Document (as applicable) as the Panel may require); or
  - (c) if the Offeror and/or Sidara announces that it does not intend to make or proceed with the Acquisition and no new, revised or replacement Offer or Scheme is announced in accordance with Rule 2.7 of the Code within five (5) Business Days of such an announcement; or
  - (d) if the Offer or Scheme lapses or is withdrawn in accordance with its terms and no new, revised or replacement Scheme or Offer has been announced, in accordance with Rule 2.7 of the Code, in its place or is announced, in accordance with Rule 2.7 of the Code, within five (5) Business Days of such an announcement; or

- (e) immediately if any competing offer for the entire issued and to be issued share capital of the Company becomes or is declared wholly unconditional or, if proceeding by way of a scheme of arrangement, becomes effective.
- (ii) If this undertaking lapses, neither the Offeror nor any person acting in concert with the Offeror (as defined in the Code) shall have any claim whatsoever against me pursuant to this undertaking, save in respect of any prior breach of my obligations hereunder. This paragraph 6(ii) shall survive the lapse of this undertaking.

## 7. Miscellaneous

- (i) All references in this undertaking to:
  - (a) the “**Acquisition**” shall:
    - (I) mean the proposed acquisition by or on behalf of the Offeror or any of its subsidiaries of all the ordinary shares in the Company at an offer price of 30 pence per share, which acquisition may be by way of takeover offer (within the meaning of section 974 of the Act) (referred to in this undertaking as the “**Offer**”) or a scheme of arrangement (under Part 26 of the Act) (referred to in this undertaking as the “**Scheme**”) and, if made by or on behalf of a subsidiary, all references to the “**Offeror**” shall be deemed to include that subsidiary; and
    - (II) include any revision or variation in the terms of any acquisition as referred to in paragraph 7(i)(a)(I) above which represents no diminution in the value of the Offer or Scheme (as the case may be);
  - (b) “**Business Day**” means a day (other than a Saturday or Sunday or public holiday in England and Wales) on which banks are open for general banking business (other than solely for trading and settlement in euro) in London;
  - (c) any meeting includes any adjournment of that meeting;
  - (d) a person having an “interest in shares” has the meaning given in the Code;
  - (e) a time, date or period is a reference to London time and may be extended by mutual agreement between the parties, but as regards any time, date or period originally fixed or so extended, time will be of the essence.
- (ii) Capitalised terms used but not otherwise defined in this undertaking shall have the meaning ascribed to them in the Announcement.
- (iii) The *ejusdem generis* principle of construction shall not apply to this undertaking. Any phrase introduced by the terms “other”, “including”, “include” and “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words following or preceding those terms.

- (iv) The obligations and provisions set out in this undertaking apply equally to the persons from whom I am to procure votes in favour of the resolutions to implement the Acquisition pursuant to paragraph 2(i) above or acceptance of the Offer pursuant to the terms of paragraph 3(i) above (as the case may be) and I shall procure the observance by such persons of the terms hereof as if they were each specifically a party hereto. If any of the Shares are not registered in my name, I will use all commercially reasonable efforts to procure that (which shall include giving instructions to) the registered holder(s) of those Shares to act in accordance with the terms of this undertaking.
- (v) I irrevocably and by way of security for my obligations hereunder appoint each of the Offeror and any director of the Offeror to be my attorney to execute on my behalf proxy forms for the purpose of appointing any person to vote my Shares on my behalf in relation to any resolution of the type described in paragraph 2(i) above which is to be considered at any Court Meeting or General Meeting or forms of acceptance to be issued with the Offer Document in respect of the Shares (as applicable) and to sign, execute and deliver any documents and to do all acts and things as may be necessary to give effect to my obligations under this undertaking. I agree that this power of attorney is irrevocable in accordance with section 4 of the Powers of Attorney Act 1971 until this undertaking lapses in accordance with paragraph 6.
- (vi) I acknowledge that, if I breach any of my obligations in this undertaking, damages alone would not be an adequate remedy and that the Offeror shall be entitled in such circumstances to seek an order for specific performance.
- (vii) The parties to this undertaking do not intend that any term of this undertaking should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this undertaking, except as expressly provided below. The parties intend that Sidara may enforce the provisions of this undertaking.
- (viii) No amendment or variation will be made to this undertaking unless signed in writing by the Offeror and me.
- (ix) This undertaking will bind my estate and personal representatives.
- (x) This undertaking is governed by and shall be construed in accordance with English law. Any matter, claim or dispute, whether contractual or non-contractual, arising out of or in connection with this undertaking is to be governed by and determined in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.



I intend this document to be a deed and execute and deliver it as a deed.

Executed and delivered as a deed by

\_\_\_\_\_  
Roy A Franklin OBE

in the presence of:

Signature of witness

\_\_\_\_\_

Name of witness

\_\_\_\_\_

Address of witness

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Occupation of witness

\_\_\_\_\_

APPENDIX 1

REGISTERED AND BENEFICIAL HOLDINGS OF SHARES

(1) Number of Shares	(2) Registered holder	(3) Beneficial owner
74,000	Lion Nominees Limited	Roy A Franklin OBE