

Dated [•] 2025

JOHN WOOD GROUP PLC
(the Company)

JOHN WOOD GROUP HOLDINGS LIMITED
(JWGHL)

THE ENTITIES LISTED IN SCHEDULE 1
(the Noteholders)

AND

CERTAIN OTHER PARTIES LISTED HEREIN

AMENDMENT AND RESTATEMENT DEED

relating to a note purchase agreement originally dated 24 June 2019

Slaughter and May
One Bunhill Row
London EC1Y 8YY

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THIS AMENDMENT AND RESTATEMENT DEED is dated [•] 2025 and made between:

- (1) **JOHN WOOD GROUP PLC**, a public limited company registered in Scotland with company number SC036219, whose registered office is situated at Sir Ian Wood House, Altens Industrial Estate, Aberdeen AB12 3LE (the “**Company**”);
 - (2) **JOHN WOOD GROUP HOLDINGS LIMITED**, a company incorporated under the laws of Scotland with limited liability (registered number SC642609) with its registered office address at Sir Ian Wood House Hareness Road, Altens Industrial Estate, Aberdeen, Scotland, AB12 3LE (“**JWGHL**”); and
 - (3) **THE ENTITIES** listed in Schedule 2 (*The Noteholders*) as noteholders (the “**Noteholders**”),
- (together the “**Parties**”, and each, a “**Party**”).

WHEREAS:

- (A) This Deed is supplemental to and, with effect from (and including) the A&E Effective Date, amends and restates the note purchase agreement originally dated 24 June 2019, as amended and/or amended and restated from time to time, including pursuant to the waiver letters dated 29 May 2022, 19 March 2025, 30 April 2025, 30 June 2025 and 30 July 2025, and made between, amongst others, the Company and the Noteholders (the “**Note Purchase Agreement**”) pursuant to which the Company issued, amongst others, USD88,000,000 aggregate principal amount of 4.61% Series B Senior Notes due 2 July 2026 (the “**Original Series B Notes**”), USD129,500,000 aggregate principal amount of 4.78% Series C Senior Notes due 2 July 2029 (the “**Original Series C Notes**”), USD48,500,000 aggregate principal amount of 4.88% Series D Senior Notes due 2 July 2031 (the “**Original Series D Notes**”), £15,000,000 aggregate principal amount of 3.41% Series E Senior Notes due 2 July 2026 (the “**Original Series E Notes**”), and USD19,000,000 aggregate principal amount of its Floating Rate Series H Senior Notes due 2 July 2026 (the “**Original Series H Notes**”) (and together, the “**Original Notes**”).
- (B) In accordance with [the Scheme¹ and] the terms of the A&E Implementation Deed, the NPA Parties have agreed to amend and restate the Note Purchase Agreement, the Original Series B Notes, the Original Series C Notes, the Original Series D Notes, the Original Series E Notes and the Original Series H Notes with effect from (and including) the A&E Effective Date on the terms and conditions set out in this Deed.
- (C) The Subsidiary Guarantors shall, with effect from (and including) the A&E Effective Date, guarantee the obligations of the Company under the Amended and Restated Note Purchase Agreement by entering into the Deed of Guarantee.
- (D) Paragraph 7 of the Core Lock-up Agreement contains certain waivers which are expressed, subject to conditions set out therein, to continue in full force and effect following the A&E Effective Date, notwithstanding termination of the Core Lock-up Agreement.

¹ Note: To be removed prior to execution if the Scheme is not required.

- (E) [JWGH L is authorised to execute this Deed on behalf of the Noteholders in its capacity as the Noteholders' attorney and agent pursuant to the authority granted to it under the Scheme.]

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalised terms used in this Deed shall, unless otherwise defined in this Deed, have the same meaning given to them in the Amended and Restated Note Purchase Agreement and, in addition, the following terms have the following meanings:

"A&E Effective Date" has the meaning given to it in the A&E Implementation Deed;

"A&E Implementation Deed" means the implementation deed dated 2025 and entered into, among others, between the Parties to this Deed:

"A&E Transaction" has the meaning given to it in the A&E Implementation Deed;

"Amended and Restated Notes" means any Note amended and restated pursuant to the terms of this Deed in accordance with the form set out in the Amended and Restated Note Purchase Agreement.

"Amended and Restated Note Purchase Agreement" means the Note Purchase Agreement, as amended and restated by this Deed, as set out in Schedule 2 (*Amended and Restated Note Purchase Agreement*);

"Core Lock-up Agreement" has the meaning given to it in the A&E Implementation Deed;

"Deed of Guarantee" means the deed of guarantee dated 2025 and entered into, among others, between the Subsidiary Guarantors;

"Effective Date Notice" has the meaning given to it in the A&E Implementation Deed;

"New Finance Document" has the meaning given to it in the A&E Implementation Deed;

"Note Purchase Agreement" has the meaning given to it in recital (A) above;

"NPA Creditor" has the meaning given to it in the A&E Implementation Deed;

"NPA Parties" means the Company, and the holders of the Original Series B Notes, the Original Series C Notes, the Original Series D Notes, the Original Series E Notes and the Original Series H Notes;

"Plan B Trigger Event" has the meaning given to it in the A&E Implementation Deed;

"Original Notes" has the meaning given to it in recital (A) above;

“Original Series B Notes” has the meaning given to it in recital (A) above;

“Original Series C Notes” has the meaning given to it in recital (A) above;

“Original Series D Notes” has the meaning given to it in recital (A) above;

“Original Series E Notes” has the meaning given to it in recital (A) above;

“Original Series H Notes” has the meaning given to it in recital (A) above;

“Scheme” has the meaning given to it in the A&E Implementation Deed;] and

“Subsidiary Guarantor” has the meaning given to it in the Deed of Guarantee,

1.2 Construction

The principles of construction set out in Section 23.5 (*Construction, Etc.*) of the Note Purchase Agreement shall be incorporated into, and apply to, this Deed, *mutatis mutandis*, as if the same had been set out in full herein except that references in such clauses to “this Agreement” are to be construed as references to this Deed.

1.3 Scope

This Deed is supplemental to and, from (and including) the A&E Effective Date, amends and restates the Note Purchase Agreement.

1.4 Third party rights

A person who is not a Party to this Deed has no right under the Contracts (*Rights of Third Parties*) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

1.5 Designation

From (and including) the A&E Effective Date, references in the Finance Documents (other than this Deed) to the Note Purchase Agreement (howsoever described and unless the context requires otherwise) shall be to the Note Purchase Agreement as the same is amended and restated by this Deed.

2. AMENDMENT AND RESTATEMENT OF THE NOTE PURCHASE AGREEMENT

(A) With effect from (and including) the A&E Effective Date, the Note Purchase Agreement shall be amended and restated in the form set out in Schedule 2 (*Amended and Restated Note Purchase Agreement*), which form shall supersede the Note Purchase Agreement in all respects.

(B) The NPA Parties hereby agree that, upon the A&E Effective Date occurring under the A&E Implementation Deed:

- (i) the A&E Effective Date shall unconditionally and irrevocably be deemed to have occurred under this Deed without any requirement for any further action, step or confirmation from any Party; and
- (ii) the Amended and Restated Note Purchase Agreement shall become fully effective on the terms set out in Schedule 2 (*Amended and Restated Note Purchase Agreement*).

3. AUTOMATIC AMENDMENT OF THE ORIGINAL NOTES

Each Original Series B Note, Original Series C Note, Original Series D Note, Original Series E Note and Original Series H Note outstanding immediately prior to the A&E Effective Date is, without any further action being required by the Noteholders, the Company or any Subsidiary Guarantor or any other person, deemed to be automatically amended on the A&E Effective Date in accordance with Section 2 of the Amended and Restated Note Purchase Agreement. The Series B Notes, the Series C Notes, the Series D Notes, the Series E Notes and the Series H Notes and the holders thereof shall be and are entitled to all of the rights and benefits provided therefor in the Amended and Restated Note Purchase Agreement.

4. ISSUANCE AND AMENDMENT OF REGISTERS IN RESPECT OF THE ORIGINAL NOTES

- (A) Promptly following the occurrence of the A&E Effective Date and in accordance with Section 2 of the Amended and Restated Note Purchase Agreement, the Company shall procure that the registers in respect of the Original Series B Notes, the Original Series C Notes, the Original Series D Notes, the Original Series E Notes and the Original Series H Notes are updated to reflect amendments made to the terms of the Original Series B Notes, the Original Series C Notes, the Original Series D Notes, the Original Series E Notes and the Original Series H Notes (as applicable) pursuant to the A&E Transaction.
- (B) Following the A&E Effective Date, within 5 Business Days of the date of any request from any Noteholder, the Company shall issue the Amended and Restated Notes to the relevant NPA Creditor.

5. REPRESENTATIONS

The Company represents and warrants to each Noteholder that on:

- (A) the date of this Deed; and
- (B) the A&E Effective Date,

the Repeating Representations are true, by reference to the facts and circumstances then existing.

6. CONSENTS

On the A&E Effective Date, the Company:

- (A) confirms its acceptance of the Amended and Restated Note Purchase Agreement; and
- (B) agrees that it is bound by the terms of the Amended and Restated Note Purchase Agreement.

7. COUNTERPARTS

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

8. EXECUTION AS A DEED

Each of the Parties to this Deed intends it to be a deed and confirms that it is executed and delivered as a deed, in each case notwithstanding the fact that any one or more of the Parties may only execute it under hand.

9. GOVERNING LAW AND JURISDICTION

9.1 Governing law

This Deed is governed by English law. Any matter, claim or dispute arising out of or in connection with this Deed, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.

9.2 Jurisdiction

- (A) The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, including a dispute regarding the existence, validity or termination of this Deed or relating to any non-contractual obligation arising out of or in connection with this Deed (a “**Dispute**”).
- (B) The Parties agree that the courts of England and Wales are most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

IN WITNESS of which this document has been executed as a deed on the date which first appears above.

SIGNATURES

[Execution blocks to be inserted]

Schedule 1

Noteholders

Part A
Original Series B Notes

[illegible]



Part B
Original Series C Notes

[illegible]

Part C
Original Series D Notes

[illegible]

Part D
Original Series E Notes

<u>Column A</u>	<u>Column B</u>	<u>Column C</u>	<u>Column D</u>	<u>Column E</u>
Noteholder	Tax Identification number and jurisdiction	Original Series E Notes principal amount held	Specified E1 Note Amount	Specified E2 Note Amount

Part E
Original Series H Notes

<u>Column A</u>	<u>Column B</u>	<u>Column C</u>	<u>Column D</u>	<u>Column E</u>
Noteholder	Tax Identification number and jurisdiction	Original Series H Notes principal amount held	Specified H1 Note Amount	Specified H2 Note Amount



Schedule 2
Amended and Restated Note Purchase Agreement