

Linklaters

Amendment Agreement relating to an Interim Facility Agreement dated 29 August 2025

Dated _____ 2025

for

JOHN WOOD GROUP PLC

with

acting as Agent

CONTENTS

CLAUSE	PAGE
1. Definitions and interpretation	1
2. Amendment	1
3. Miscellaneous	2
4. Governing law	2

THE SCHEDULES

SCHEDULE	PAGE
SCHEDULE 1 Amended Part II of Schedule 1	3

THIS AGREEMENT is dated _____ 2025 and made between:

- (1) **JOHN WOOD GROUP PLC** (the "**Company**"), for and on behalf of each Obligor
- (2) [REDACTED] as agent of the other Finance Parties (the "**Agent**").

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

"**Amended Agreement**" means the Interim Facility Agreement, as amended by this Agreement.

"**Effective Date**" means the date of this Agreement.

"**Interim Facility Agreement**" means the US\$60,000,000 facility agreement dated 29 August 2025 between the Company, certain Subsidiaries of the Company as borrowers and guarantors, the Agent and the Original Lenders named in it.

"**Party**" means a party to this Agreement.

1.2 Incorporation of defined terms

- (a) Unless a contrary indication appears, terms defined in the Interim Facility Agreement have the same meaning in this Agreement.
- (b) The principles of construction set out in the Interim Facility Agreement shall have effect as if set out in this Agreement.

1.3 Third Party Rights

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

1.4 Designation

In accordance with the Interim Facility Agreement, each of the Company and the Agent designate this Agreement as a Finance Document.

2. AMENDMENT

2.1 Amendment

With effect from the Effective Date the Interim Facility Agreement shall be amended by replacing Part II (*The Original Lenders*) of Schedule 1 (*the Original Parties*) with Schedule 1 (*Amended Part II of Schedule 1*) of this Agreement:

2.2 Continuing obligations and guarantee confirmation

- (a) The provisions of the Interim Facility Agreement and the other Finance Documents (including the guarantee and indemnity of each Guarantor) shall, save as amended by this Agreement, continue in full force and effect.
- (b) The Company confirms on behalf of each Guarantor for the benefit of each Finance Party that all guarantee and indemnity obligations owed by each Guarantor under the Finance Documents shall:

- (i) remain in full force and effect notwithstanding the amendments to the Interim Facility Agreement effected by this Agreement; and
- (ii) extend to any new obligations assumed by any Obligor under the Finance Documents as a result of this Agreement.

3. MISCELLANEOUS

3.1 Appointment as Obligors' Agent

The Company confirms that its appointment as Obligors' Agent by each other Obligor under the Interim Facility Agreement has not been revoked or varied.

3.2 Incorporation of terms

The provisions of clause 32 (*Notices*) and clause 43 (*Enforcement*) of the Interim Facility Agreement shall be incorporated into this Agreement as if set out in full in this Agreement and as if references in those clauses to "this Agreement" are references to this Agreement.

3.3 Counterparts

This Agreement 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 Agreement.

4. GOVERNING LAW

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

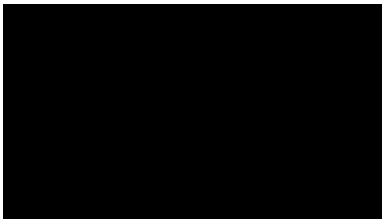
This Agreement has been entered into on the date stated at the beginning of this Agreement.

SCHEDULE 1
AMENDED PART II OF SCHEDULE 1

The Original Lenders		
Name of Original Lender	Commitment (US\$)	Treaty Passport scheme reference number and jurisdiction of tax residence (if applicable)
[REDACTED]	[REDACTED]	n/a
[REDACTED]	[REDACTED]	n/a
[REDACTED]	[REDACTED]	n/a
[REDACTED]	[REDACTED]	n/a
[REDACTED]	[REDACTED]	n/a
[REDACTED]	[REDACTED]	n/a
[REDACTED]	[REDACTED]	n/a
[REDACTED]	[REDACTED]	n/a
[REDACTED]	[REDACTED]	n/a
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	n/a
[REDACTED]	[REDACTED]	n/a
[REDACTED]	[REDACTED]	n/a
Total	60,000,000	

SIGNATURES

The Company



The Agent

By: