

Company No: SC036219

THE COMPANIES ACT 2006

PUBLIC COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

of the members of

JOHN WOOD GROUP PLC

At the General Meeting of John Wood Group PLC (the "**Company**") held at Sir Ian Wood House, Hareness Road, Altens Industrial Estate, Aberdeen, AB12 3LE on 17 November 2025 at 3.15 p.m., the following Special Resolutions were passed as Special Business:

SPECIAL RESOLUTIONS

Resolution 1

THAT for the purpose of giving effect to the scheme of arrangement dated 11 September 2025 (as amended or supplemented) (the "**Scheme**") between the Company and its Scheme Shareholders (as defined in the Scheme), a copy of which has been produced to this meeting and, for the purposes of identification, initialled by the Chair of this meeting, in its original form or with or subject to any modification, addition or condition agreed by the Company and Bidco and approved or imposed by the Court, the Wood Directors (or a duly authorised committee thereof) be authorised to take all such actions as they may consider necessary or appropriate for carrying the Scheme into effect.

Resolution 2

THAT with effect from the passing of this resolution, the Wood Articles be and are hereby amended by the adoption and inclusion of the following new Article 138:

"138. Scheme of Arrangement

- (A) In this Article 138, references to the "Scheme" are to the scheme of arrangement under Part 26 of the Companies Act 2006 between the Company and its Scheme Shareholders (as defined in the Scheme) dated 11 September 2025 (as it may be modified or amended in accordance with its terms) and (save as defined in this Article) terms defined in the Scheme shall have the same meanings in this Article.
- (B) Notwithstanding any other provisions in these Articles, if the Company issues or transfers out of treasury any Wood Shares (other than to Bidco or any member of the Sidara Group (each a "**Bidco Company**")) on or after the date of the adoption of this Article 138 and prior to the Scheme Record Time, such Wood Shares shall be issued or transferred subject to the terms of the Scheme (and shall be Scheme Shares for

the purposes thereof) and the original or subsequent holder or holders of such Wood Shares shall be bound by the Scheme accordingly.

- (C) Notwithstanding any other provision of these Articles, subject to the Scheme becoming Effective, any shares issued, transferred out of treasury or transferred pursuant to Article 138(D) below, to any person (other than a Bidco Company or its nominee(s)) (a "**New Member**") after the Scheme Record Time (each a "**Post-Scheme Share**") shall be issued or transferred on terms that they shall (on the Effective Date (as defined in the Scheme) or, if later, on issue or transfer (but subject to the terms of Articles 138(D), 138(E), 138(F) and 138(G) below)), be immediately transferred to Bidco (or such person as it may direct) (the "**Purchaser**"), who shall be obliged to acquire each Post-Scheme Share in consideration of and conditional upon the payment by or on behalf of Bidco to the New Member of an amount in cash for each Post-Scheme Share equal to the consideration per Scheme Share to which a New Member would have been entitled under the Scheme becoming Effective had such Post-Scheme Share been a Scheme Share.
- (D) Any person who is beneficially entitled to shares issued or transferred to a New Member (other than, for the avoidance of doubt, a person who becomes beneficially entitled to shares by virtue of a transfer pursuant to this Article 138(D)) may, prior to the issue or transfer of Post-Scheme Shares to the New Member pursuant to the satisfaction of an Award under one of the Wood Share Plans (as defined in the Scheme), give not less than two business days' written notice to the Company in such manner as the board shall prescribe of his or her intention to transfer the beneficial ownership of some or all of such Post-Scheme Shares to his or her spouse or civil partner and may, if such notice has been validly given, on or before such Post-Scheme Shares being issued or transferred to the New Member, immediately transfer to his or her spouse or civil partner beneficial ownership of any such Post-Scheme Shares, provided that such Post-Scheme Shares (including both legal and beneficial ownership thereof) will then be immediately transferred to the Purchaser in accordance with Article 138(C) above. If notice has been validly given pursuant to this Article 138(D) but the beneficial owner does not immediately transfer to his or her spouse or civil partner both the legal and beneficial ownership of the Post-Scheme Shares in respect of which notice was given, such legal and beneficial ownership will be transferred to the Purchaser pursuant to Article 138(C) above. If notice is not given pursuant to this Article 138(D), both the legal and beneficial ownership of the Post-Scheme Shares will be immediately transferred to the Purchaser in accordance with Article 138(C) above.
- (E) On any reorganisation of, or material alteration to, the share capital of the Company (including, without limitation, any subdivision and/or consolidation) carried out after the Effective Date (as defined in the Scheme), the value of the consideration per Post-Scheme Share to be paid under Article 138(C) shall be adjusted by the Company in such manner as the auditors of the Company may determine to be appropriate to reflect such reorganisation or material alteration. References in this Article 138 to such shares shall, following such adjustment, be construed accordingly.
- (F) Notwithstanding Article 138(C), no right, title or interest in any Post-Scheme Shares held directly or indirectly by or on behalf of a New Member who is, or whom Bidco reasonably believes to be, a Sanctioned Shareholder, shall be transferred to Bidco on the Effective Date where such a transfer would cause any person to violate Sanctions, or be exposed to a reasonable risk of being targeted as a Sanctioned

Person (such Post-Scheme Shares being "**Sanctions Affected Post-Scheme Shares**") and such Sanctions Affected Post-Scheme Shares shall only be transferred in accordance with Article 138(G).

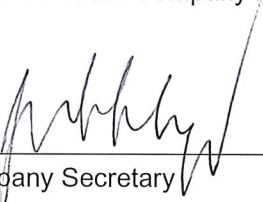
- (G) Subject to the Scheme becoming Effective, the Sanctions Affected Post-Scheme Shares of any Sanctioned Shareholder (or suspected Sanctioned Shareholder, as the case may be) shall be transferred to Bidco upon the earlier of: (i) the date on which each direct and indirect interest holder in such Post-Scheme Shares ceases to be a Sanctioned Shareholder; or (ii) the date on which all necessary Sanctions Licences have been made or issued which ensure that no person will violate any Sanctions, or be exposed to a reasonable risk of being targeted as a Sanctioned Person, as a consequence of Bidco acquiring such Post-Scheme Shares (such date being, for each such Sanctioned Shareholder, their relevant "**Release Date**").
- (H) Subject to the Scheme becoming Effective, the rights and entitlements which would otherwise be exercisable in respect of or attach to any Post-Scheme Shares held directly or indirectly by or on behalf of a Sanctioned Shareholder will not be exercisable or apply in respect of such Post-Scheme Shares until such time as the Post-Scheme Shares are transferred to Bidco pursuant to Article 138(G) and the register of members of the Company is updated to reflect such transfer, including, without limitation:
 - (i) the right to receive including notices of, or the right to be present at or to vote (either in person or by representative or proxy) at any general meeting or at any separate meeting of the holders of any class of shares or on any poll or to exercise any other right conferred by membership in relation to such meeting or poll and any votes purported to be cast by or on behalf of such Sanctioned Shareholder in respect of such Post-Scheme Shares will be disregarded;
 - (ii) the right to receive notices or documents (including, without limitation, share certificates, annual reports, accounts and resolutions) from or in respect of the Company;
 - (iii) save for any transfer pursuant to Article 138(G), the right to transfer such Post-Scheme Shares or have such transfer registered and any purported transfer of such Post-Scheme Shares will be void;
 - (iv) the right to a further issuance of shares in respect of any such Post-Scheme Shares or in pursuance of an offer made to the holders of shares in the Company; and
 - (v) any sums payable in respect of such Post-Scheme Shares will be paid into a blocked or frozen account (as applicable) in compliance with Sanctions (which shall constitute full and final settlement of Bidco's obligations in respect of such payments and no interest shall be paid thereon).
- (I) In respect of any Post-Scheme Shares transferred to Bidco in accordance with Article 138(G) on and with effect from the Release Date:

- (i) any consideration payable for the transfer of the Post-Scheme Shares pursuant to the terms of Article 138(H) above which is held in a blocked or frozen account (as applicable) shall be released from that account and paid to the relevant holder of such Post-Scheme Shares in accordance with their entitlements (provided that if any Sanctions would prohibit such payments, such amounts shall continue to be held in the blocked or frozen account (as applicable) until such Sanctions no longer prohibit such payments or all licences required in order for such payments to be permitted are obtained); and
 - (ii) Bidco shall receive an amount equal to the amount of all dividends and other distributions (if any) and any return of capital (whether by reduction of share capital or share premium account or otherwise) announced, authorised, declared, made, and paid in respect of such Post-Scheme Shares by reference to a record date falling on or after the Effective Date and prior to the Release Date, which has been held in a blocked or frozen account (as applicable) in compliance with Sanctions.
- (J) To give effect to any transfer of Post-Scheme Shares required pursuant to Article 138, the Company may appoint any person as attorney and/or agent for the New Member to transfer the Post-Scheme Shares to the Purchaser and do all such other things and execute and deliver all such documents or deeds as may in the opinion of such attorney or agent be necessary or desirable to vest the Post-Scheme Shares in the Purchaser and pending such vesting to exercise all such rights attaching to the Post-Scheme Shares as the Purchaser may direct. If an attorney or agent is so appointed, the New Member shall not thereafter (except to the extent that the attorney or agent fails to act in accordance with the directions of the Purchaser) be entitled to exercise any rights attaching to the Post-Scheme Shares unless so agreed in writing by the Purchaser. The attorney or agent shall be empowered to execute and deliver as transferor a form of transfer or instructions of transfer on behalf of the New Member (or any subsequent holder) in favour of the Purchaser and the Company may give a good receipt for the consideration for the Post-Scheme Shares and may register the Purchaser as holder thereof and issue to it certificate(s) for the same. The Company shall not be obliged to issue a certificate to the New Member for the Post-Scheme Shares. The Purchaser shall settle the consideration due to the New Member pursuant to Article 138(C) above by sending a cheque drawn on a UK clearing bank in favour of the New Member (or any subsequent holder), or by any alternative method communicated by the Purchaser to the New Member, for the purchase price of such Post-Scheme Shares no later than 14 days after the date on which the Post-Scheme Shares are issued to the New Member (other than in respect of any Post-Scheme Shares held by a Sanctioned Shareholder, in respect of which consideration shall be settled in accordance with Article 138(I)).
- (K) If the Scheme shall not have become Effective by 1 March 2027 (or such later date (if any) as Bidco and Wood may agree, with the consent of the Panel, and the Court may approve (if such consent and/or approval is/are required)), this Article 138 shall cease to be of any effect.
- (L) Notwithstanding any other provision of these Articles, both the Company and the board shall refuse to register the transfer of any Scheme Shares effected between

the Scheme Record Time and the Effective Date other than to the Purchaser pursuant to the Scheme.”

Resolution 3

THAT subject to the Scheme becoming Effective in accordance with its terms and with effect from the cancellation of trading in Wood Shares on the London Stock Exchange becoming effective: (i) the Company be re-registered as a private limited company under the Companies Act; and (ii) the name of the Company be changed to John Wood Group Limited.



Company Secretary

Date: 17 November 2025