

NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY IN, INTO OR FROM ANY JURISDICTION WHERE TO DO SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OR REGULATIONS OF THAT JURISDICTION

**THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION
FOR IMMEDIATE RELEASE**

25 July 2025

**John Wood Group PLC ("Wood" or the "Company")
Sale of joint venture interest in RWG to Siemens Energy Global**

Wood is pleased to announce that its wholly-owned subsidiary, JWG Investments Limited ("**JWG**"), has reached an agreement to sell its 50 per cent. interest in RWG (Repair & Overhauls) Limited ("**RWG**"), a provider of repair and overhaul services to operators of industrial aero-derivative gas turbines in the global oil and gas, power generation and marine propulsion industries, to Siemens Energy Global GmbH & Co. KG ("**Siemens Energy Global**"), a wholly-owned subsidiary of Siemens Energy AG ("**Siemens Energy**") and Wood's joint venture partner, for a cash consideration of 135 million, subject to closing adjustments¹ (the "**Transaction**").

Transaction highlights

- Sale of Wood's 50 per cent. interest in RWG to Siemens Energy Global for a cash consideration of 135 million, subject to closing adjustments¹
- Consistent with Wood's previously announced disposal programme of non-core businesses and contributes to the 150 million to 200 million disposal proceeds targeted in 2025
- Transaction is expected to complete in late-2025 or early-2026 and is conditional on the receipt of certain regulatory clearances
- Proceeds will be used by Wood to reduce net debt

Ken Gilmartin, CEO of Wood, commented:

"The sale of RWG to our joint venture partner, Siemens Energy Global, is a significant milestone. As previously announced, our disposal programme of non-core businesses is part of our strategy to simplify Wood and help mitigate the impact of negative free cash flow in the year. The sale will also ensure continuity for the employees and customers of RWG."

Strategic rationale and benefits of the Transaction

As previously announced, Wood has continued to evaluate its portfolio of businesses to identify those deemed to be non-core to the Company's strategy and priorities for growth. RWG was identified as part of this process.

Furthermore, on 14 February 2025, Wood announced that it would target 150 million to 200 million of disposal proceeds in 2025 to help mitigate the impact of negative free cash flow in the year.

The Transaction follows other disposals as part of Wood's strategy. In April 2025, Wood announced that it had signed a sales agreement for the disposal of Kelchner Inc., a U.S. civil construction services business, for net cash proceeds of approximately 30 million. This sale completed in April 2025. In 2024, Wood also announced the sale of its 51 per cent. stake in EthosEnergy Limited ("**EthosEnergy**") and the sale of CEC Controls Company Inc.

The terms of the Transaction value RWG at 6.6 times adjusted EBIT and 7.8 times the cash contribution RWG makes to Wood². Crucially, the Transaction provides Wood with cash proceeds and a simpler portfolio in line with the Company's previously announced strategy.

On this basis, the Transaction is, in the opinion of the Board of Wood (the "**Board**"), in the best interests of Wood and its shareholders as a whole.

Appendix 1 to this announcement contains a summary of the principal terms of the Transaction.

Use of proceeds

Net proceeds from the Transaction will reduce Wood's net debt and shall be retained for use within the Company for general corporate purposes.

Wood's accounting for RWG

Wood has a 50 per cent. economic interest in RWG and considers it to be a joint arrangement in light of its shareholding position, therefore it has been accounted for within Wood's statutory accounts using the equity method. Wood's shareholding in RWG is reported as part of its Turbines joint ventures, within its Investment Services business unit, which manages a number of legacy and non-core activities.

For Wood's adjusted results, including the alternative performance measures of adjusted EBITDA and adjusted EBIT,

Wood includes the proportional contribution of RWG in its published results for all key line items except revenue³. Included within this, Wood currently benefits from a management charge paid from RWG to Wood of around 9 million per year (the "**Management Charge**").

Impact on Wood

Following completion of the Transaction, Wood will no longer account for its shareholding in RWG, nor receive dividends or the Management Charge. However, Wood will benefit from the receipt of the net cash proceeds arising from the Transaction.

As previously announced, Wood is continuing to work with its auditor towards the publication of Wood's audited accounts for the financial year ended 31 December 2024 ("**FY24**") (the "**Audit**"). It is anticipated that additional information regarding the financial impact of the Transaction on Wood, including the impact on Wood's earnings, assets and liabilities, will be disclosed after the completion of the Audit⁴. However, as RWG is managed separately to Wood, no material impacts to the continuing business of Wood as a result of the Transaction are expected.

Details of the risks to Wood as a result of the Transaction are set out in Appendix II to this announcement.

Financial information

The financial information in this announcement has not been reviewed by the Company's auditors.

The financial information of RWG included below is based on Wood's audited financial statements for the financial year ended 31 December 2023 ("**FY23**"). Any financial information included within this announcement may therefore be subject to change pending the conclusion of the Audit.

The balance sheet value of Wood's investment in RWG was 69.2 million as at 31 December 2023. Wood's share of RWG's post-tax profits was 16.3 million for FY23.⁵ Wood received dividends from RWG of 8.1 million in 2023 and 9.4 million in 2024.

In FY23, RWG contributed 32.9 million of adjusted EBITDA to Wood's adjusted results including 23.6 million of proportionally consolidated adjusted EBITDA and 9.3 million from the Management Charge. RWG contributed 20.4 million of adjusted EBIT in FY23 to Wood's adjusted results.

RWG's revenue in FY23 was 253.4 million, though this is not consolidated in Wood's accounts.

Next steps

The Transaction is subject to customary conditions, including the receipt of certain antitrust and other regulatory approvals (the "**Conditions**"), and is expected to close in late-2025 or early-2026.

The long stop date for satisfaction of the Conditions (the "**Long Stop Date**") is 25 January 2027. In the event that any of the Conditions are not satisfied by the Long Stop Date, the Long Stop Date may be extended if both JWG and Siemens Energy Global agree.

UKLRs

The Transaction constitutes a significant transaction for the purposes of Chapter 7 of the UK Listing Rules made by the Financial Conduct Authority for the purposes of Part VI of the Financial Services and Markets Act 2000 (as amended) (the "**UKLRs**"). As such, this announcement is made in accordance with Wood's disclosure obligations pursuant to Chapter 7 of the UKLRs.

About Wood

Wood is a global leader in consulting and engineering, delivering critical solutions across energy and materials markets. Wood provides consulting, projects and operations solutions in 60 countries, employing around 35,000 people.

About RWG

RWG is a provider of repair and overhaul services to operators of industrial aero-derivative gas generators in the global oil and gas, power generation, and marine propulsion industries. RWG's service capability covers SGT-A20 (Industrial Avon), SGT-A35 (Industrial RB211), SGT-A05 (Industrial 501), Industrial and Marine Olympus gas generators, Marine Spey, Tyne and WR21 gas turbines.

Enquiries

Simon McGough, President, Investor Relations	+44 (0)7850 978 741
Alex Le May / Ariadna Peretz, FTI Consulting	+44 (0)20 3727 1340

Slaughter and May is acting as Legal Adviser to Wood in connection with the Transaction.

Notes

1. The final amount of net proceeds will be subject to certain limited retention arrangements and other customary completion adjustments by virtue of the completion accounts process.
2. Based on the Management Charge (9.3 million in FY23) and the dividend Wood receives from RWG (8.1 million in FY23).
3. Adjusted EBITDA is the Group's adjusted earnings before interest, tax, depreciation and amortisation.

3. Adjusted EBITDA is the Group's adjusted earnings before interest, tax, depreciation and amortisation. Adjusted EBIT is the Group's adjusted EBITDA after depreciation and amortisation. This measure excludes the amortisation of acquired intangibles.
4. The Company notes that the audited accounts of RWG for FY24 have been published and are available for inspection on Companies House.
5. RWG's post tax profit in FY24 was £24.65 million, of which Wood's has a 50% share.

Important Notices

No statement in this announcement is intended as a profit forecast and no statement in this announcement should be interpreted to mean that the future earnings per share, profits, margins or cash flows of Wood following the Transaction will necessarily match or be greater than the historical published earnings per share, profits, margins or cash flows of Wood.

This announcement may include statements that are, or may be deemed to be, "forward-looking statements". These forward-looking statements may be identified by the use of forward-looking terminology, including the terms "believes", "estimates", "plans", "projects", "anticipates", "expects", "intends", "may", "will" or "should" or, in each case, their negative or other variations or comparable terminology, or by discussions of strategy, plans, objectives, goals, future events or intentions. Forward-looking statements may and often do differ materially from actual results. Any forward-looking statements reflect Wood's current view with respect to future events and are subject to risks relating to future events and other risks, uncertainties and assumptions relating to Wood's business, results of operations, financial position, liquidity, prospects, growth and strategies. Forward-looking statements speak only as of the date they are made.

You are advised to read this announcement in its entirety for a further discussion of the factors that could affect Wood's future performance. In light of these risks, uncertainties and assumptions, the events described in the forward-looking statements in this announcement may not occur.

This announcement does not constitute and should not be construed as, an offer to purchase or sell or issue securities, or otherwise constitute an inducement, invitation, commitment, solicitation or recommendation to any person to purchase, subscribe for, or otherwise acquire securities in Wood, or constitute an inducement to enter into any investment activity in any jurisdiction. Nothing contained in this announcement is intended to, nor shall it, form the basis of, or be relied on in connection with, any contract or commitment whatsoever and, in particular, must not be used in making any investment decision.

The distribution of this announcement in or from certain jurisdictions may be restricted or prohibited by the laws of any jurisdiction other than the UK. Recipients of this announcement are required to inform themselves of, and comply with, all restrictions or prohibitions in such other jurisdictions. Any failure to comply with applicable requirements may constitute a violation of the laws and/or regulations of such other jurisdictions.

This announcement has been prepared for the purposes of complying with the applicable law and regulation of the UK (including the UKLRs and the Disclosure Guidance and Transparency Rules) and the information disclosed may not be the same as that which would have been disclosed if this announcement had been prepared in accordance with the laws and regulations of any jurisdiction outside of the UK.

Save as required by the Market Abuse Regulation, the Disclosure Guidance and Transparency Rules, the UKLRs or by applicable law Wood expressly disclaims any intention, obligation or undertaking to update, review or revise any of the information or the conclusions contained herein, including forward-looking or other statements contained in this announcement, or to correct any inaccuracies which may become apparent whether as a result of new information, future developments or otherwise.

Appendix I - Summary of the principal terms of the Transaction

Parties and structure

The Transaction is governed by the share purchase agreement (the "**Share Purchase Agreement**") entered into between JWG and Siemens Energy Global on 25 July 2025. Pursuant to the Share Purchase Agreement and subject to the Conditions (as defined below), JWG has agreed to sell and Siemens Energy Global has agreed to purchase the 501,027 B ordinary shares of £1.00 each in the share capital of RWG (representing JWG's entire shareholding in RWG, being 50% of the issued share capital of RWG) (the "**Sale Shares**"). Following completion under the Share Purchase Agreement ("**Completion**"), RWG will become a wholly-owned subsidiary of Siemens Energy Global.

Conditions

Completion of the Transaction is conditional upon satisfaction of the Conditions. The Long Stop Date is 25 January 2027. In the event that any of the Conditions are not satisfied by the Long Stop Date, the Long Stop Date may be extended if both JWG and Siemens Energy Global agree.

Consideration

The total consideration for the Sale Shares is 135 million. The final amount of cash proceeds will be subject to certain limited retention arrangements and other customary completion adjustments by virtue of the completion accounts process (the "**Consideration**").

Warranties and indemnities

WARRANTIES AND INDEMNITIES

Given the nature of the Transaction, JWG has given to Siemens Energy Global limited business warranties and customary fundamental warranties (the "**JWG Warranties**"), each of which shall be repeated at Completion. Siemens Energy Global has also given to JWG customary fundamental warranties, each of which shall be repeated at Completion.

JWG has given a specific indemnity in favour of Siemens Energy Global in respect of limited potential environmental liabilities that the RWG group may incur following Completion. The indemnity is subject to customary limitations with regards quantum and time period. The indemnity is not material in the context of Wood and its subsidiaries (the "**Wood Group**").

Limitations on liability

Claims under the Share Purchase Agreement are subject to customary financial and other limitations of liability.

Restrictive covenants

Wood has agreed to non-solicitation and non-compete obligations in favour of the Siemens Energy Global group for a period of two years following Completion.

Obligations prior to Completion

Prior to Completion, RWG has agreed not to take certain actions which reflect the existing restrictions and governance arrangements contemplated by the joint venture agreement.

Confidentiality restrictions

Wood and Siemens Energy have agreed to certain customary confidentiality restrictions.

Tax covenant

JWG has given a tax covenant in favour of Siemens Energy Global in relation to a proportion of taxation in respect of the periods prior to Completion, subject to usual exclusions for a transaction of this nature.

Termination

The Share Purchase Agreement may be terminated by either party if any of the Conditions are not waived or satisfied on or before the Long Stop Date, subject to, in the case of termination by Siemens Energy Global, Siemens Energy Global having complied in all respects with its obligations under the Share Purchase Agreement relating to the satisfaction of the Conditions.

If either party fails to perform any of their respective obligations to deliver certain customary documents or, in the case of Siemens Energy Global, make payment of the Consideration on Completion, the non-defaulting party may, in its absolute discretion, terminate the Share Purchase Agreement.

In addition, Siemens Energy Global may terminate the Share Purchase Agreement on notice in writing to JWG if any matter, fact or circumstance exists comes to Siemens Energy Global's notice prior to Completion which: (i) constitutes an insolvency event in respect of JWG; or (ii) would constitute a breach of the JWG Warranties at Closing by reference to the facts and circumstances then existing and such breach has not been remedied to Siemens Energy Global's satisfaction within 10 business days of JWG's receipt of such notice.

Governing law and jurisdiction

The Share Purchase Agreement is governed by and shall be construed in accordance with the laws of England and Wales. All disputes arising out of or in connection with the Share Purchase Agreement will be settled by arbitration according to the Rules of Arbitration of the Internal Chambers of Commerce. The seat of arbitration shall be London.

Appendix II - Risk Factors

*Shareholders of Wood ("**Shareholders**") should carefully consider, together with all other information contained in this announcement, the specific factors and risks described below. Wood considers these to be the known material*

risk factors relating to the Transaction for Shareholders to consider. There may be other risks of which the Board is not aware or which it believes to be immaterial which may, in the future, be connected to the Transaction and have a material and adverse effect on the business, financial condition, results of operations or future prospects of the Wood Group. The risks described below are only those which: (i) are material risk factors relating to the Transaction; or (ii) will be material new risk factors to the Wood Group as a result of the Transaction. Note that the risk factors are set out in order of materiality within each section.

1. Risks relating to the Transaction

(i) The Transaction may not proceed to Completion

Pursuant to the Share Purchase Agreement, Completion of the Transaction is subject to, among other things, the consent of the relevant antitrust and other regulatory authorities. There can be no assurance that the Conditions will be satisfied or waived and, accordingly, that Completion of the Transaction will take place.

If Completion of the Transaction does not occur, the Wood Group will not receive the Consideration from the Transaction. Further, some other costs incurred by the Wood Group in connection with the Transaction (such as legal and other advisory fees) would be incurred without the receipt of those cash proceeds.

If the Transaction does not proceed to Completion, there can be no guarantee that Wood will be able to secure another transaction involving the Sale Shares on terms more favourable than, or equivalent to, the Transaction.

(ii) Exposure to liabilities and restrictions under the Share Purchase Agreement

The Share Purchase Agreement contains obligations in the form of warranties, certain pre-Completion undertakings and a number of customary post-Completion restrictive covenants in favour of Siemens Energy Global. The Wood Group has taken steps to minimise the risk of liability through customary limitations on liability and sought to ensure that the restrictive covenants will not impact the Wood Group's business as currently carried out. However, the limitations of liability will not apply in all scenarios and any liability to make a payment arising from a successful claim by Siemens Energy Global under the Share Purchase Agreement could reduce the Consideration and have an adverse effect on Wood's business, results of operations, prospect and financial condition. Similarly, restrictive covenants applicable to Wood could also have an adverse effect on its ability to pursue future opportunities and therefore its business, results of operations, prospects and financial condition.

2. Material new risk factors to the Wood Group as a result of the Transaction

(i) Financial risks for the Wood Group in relation to its exit from the joint venture alongside Siemens Energy Global

The Wood Group will forgo future returns from the joint venture, to the extent such returns were available and this may adversely affect the Wood Group's business and its results. As set out in the 'Financial information' section, Wood's share of RWG's post-tax profit was 16.3 million for FY23. In FY23 RWG contributed 32.9 million of adjusted EBITDA to Wood's adjusted results including 23.6 million of proportionality consolidated adjusted EBITDA and 9.3 million from the Management Charge. RWG contributed 20.4 million of adjusted EBIT in FY23 to Wood's adjusted results.

(ii) The Wood Group's operations will be less diversified and more susceptible to specific risks

Following the Transaction, the Wood Group's business will be smaller and less diversified. Without the benefit of the contribution of profits of its shareholding in RWG, the Wood Group's profits will be lower and its overall financial performance will depend more on the performance of each of its continuing operations and the success of its business strategy. In particular, any underperformance by any business or division within the Wood Group will have a larger impact on the Wood Group than would have been the case before the Transaction.

This information is provided by RNS, the news service of the London Stock Exchange. RNS is approved by the Financial Conduct Authority to act as a Primary Information Provider in the United Kingdom. Terms and conditions relating to the use and distribution of this information may apply. For further information, please contact ms@seg.com or visit www.ms.com.

RNS may use your IP address to confirm compliance with the terms and conditions, to analyse how you engage with the information contained in this communication, and to share such analysis on an anonymised basis with others as part of our commercial services. For further information about how RNS and the London Stock Exchange use the personal data you provide us, please see our [Privacy Policy](#).

END

DISPPUAAMUPAPUC