John Cockerill

Ref. : JCIL/BSE/2026
Date : November 13, 2026

To,
The Secretary,
BSE Limited,
Mumbai - 400 001.

Dear Sir,

Scrip Code: 500147

REF: REGULATION 30 OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (LISTING OBLIGATIONS AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2015

SUB: EXECUTION OF LETTER AGREEMENT BETWEEN THE COMPANY AND JOHN COCKERILL SA ("JC SA")

This is in furtherance to our earlier communication dated 03 November 2026 informing the stock exchange about, *inter alia*, the amendment of the Share Purchase Agreement dated 19 December 2025 executed by and between the Company and the John Cockerill SA ("**Amended SPA**"). The Amended SPA, *inter alia*, contemplates transfer of entire outstanding shares of John Cockerill Industry North America Inc. ("**Metals US**") held by John Cockerill North America Inc. ("**JCNA**") (a wholly owned subsidiary of JC SA), to John Cockerill Metals International SA ("**Metals International**"), a wholly-owned subsidiary of the Company (hereinafter referred to as the "**Metals US Transfer**"), pursuant to a separate share purchase agreement to be executed between relevant parties.

Consequent to further discussion between JC SA and the Company, it has been mutually decided not to pursue the Metals US Transfer at the current stage. Pursuant to which, the Company and JC SA executed a letter agreement ("**Letter Agreement**") further to the Amended SPA whereby the provisions pertaining to Metals US Transfer have been omitted. The Letter Agreement further records that in the event consummation of the Metals US Transfer is considered by the parties in future, the same will be subject to such terms and conditions as mutually discussed and agreed between the parties at such time and the same shall be further subject to such regulatory approvals, consents, and compliances as may be applicable and required at the relevant time.

A copy of the Letter Agreement is enclosed herewith as **Annexure A**.

The above-mentioned information will also be available on the website of the Company at www.johncockerillindia.com.

We request you to take the above on record.

Thanking you,

Yours faithfully,
For John Cockerill India Limited

Nidhi Narayan Salampuria
Digitally signed by Nidhi Narayan Salampuria
Date: 2026.11.13 20:10:43 +05'30'

John Cockerill India Limited Mumbai

Nidhi Salampuria
Company Secretary & Compliance Officer
FCS 10448

Encl: as above

John Cockerill

LETTER AGREEMENT

Date: 13-11-2026

John Cockerill India Limited
Unit No. 1902, 19th Floor, Aurum Q2 IT Parc,
TTC Industrial Area, Thane Belapur Road,
Navi Mumbai – 400 710,
Maharashtra, India

Kind Attention: **Mr. Frederic Martin**

Re: Share Purchase Agreement dated 19 December 2025, as amended on 03 November 2026

Dear sirs,

1. We refer to the share purchase agreement dated 19 December 2025 entered into between John Cockerill SA, as seller (the **"Seller"**), and John Cockerill India Limited, as purchaser (the **"Purchaser"**), as amended by an amendment agreement dated **03 November 2026** (the **"Amended SPA"**).

2. We refer in particular to Clause 8.1 of the Amended SPA, pursuant to which the Seller is required to procure that its Affiliate, John Cockerill North America Inc. (**"JCNA"**), transfers to Metals International all the shares held by JCNA in John Cockerill Industry North America Inc. (**"Metals US"**) (the **"Metals US Transfer"**), pursuant to a separate share purchase agreement to be entered into between JCNA and Metals International, on or prior to 31 December 2026.

3. Basis subsequent discussions between the Seller and Purchaser, it has been now discussed and agreed between the Parties, not to proceed with the Metal US Transfer as per the timeline and other terms stated in the Amended SPA (including Clause 8 of the Amended SPA). Accordingly, all references in the Amended SPA in respect of the Metals US Transfer and matters incidental to the same shall, without any further action by the Parties, be deemed omitted from the Amended SPA.

4. It is hereby agreed and acknowledged that in the event the Parties consider to consummate the Metals US Transfer at a future date, the same shall be subject to terms and documentation as mutually agreed between the Parties as such time and would be further subject to receipt of all necessary corporate, regulatory, statutory and other approvals, consents and authorisations as may be applicable and required at such time.

5. This Letter Agreement shall be construed to be an integral part of the Amended SPA and the Amended SPA shall on and from date hereof shall be read with this Letter Agreement. All capitalised terms used but not defined herein shall have the meanings as ascribed to them in the Amended SPA.

6. Except as expressly set out in this Letter Agreement, the Amended SPA shall continue in full force and effect.

7. We request you counter sign this Letter Agreement below the undersigned to signify your consent and agreement to the above.

AGREED AND ACKNOWLEDGED:

For and on behalf of **JOHN COCKERILL SA** **Signature:** **Name: Frederic Lemaitre** **Designation: CFO** **Date:** 13-11-2026	For and on behalf of **JOHN COCKERILL INDIA LIMITED** **Signature:** **Name: Frederic Rene Martin** **Designation: Managing Director** **Date:** 13-11-2026