

DEED OF IRREVOCABLE UNDERTAKING
(AFW Director Shareholders)

To: John Wood Group PLC
15 Justice Mill Lane
Aberdeen,
AB11 6EQ
Scotland, UK

12 March 2017

**Proposed Combination of John Wood Group PLC (“JWG”) and Amec Foster Wheeler PLC
 (“AFW”)**

I, the undersigned, understand that JWG is considering the Combination substantially on the terms and conditions set out or referred to in a draft of the announcement, a copy of which is annexed hereto (the “**Announcement**”), and/or on such other terms and conditions as may be required by the City Code on Takeovers and Mergers (the “**Code**”) and/or the requirements of the Financial Conduct Authority acting in its capacity as the UK Listing Authority (the “**UKLA**”) and the London Stock Exchange plc (the “**London Stock Exchange**”) or any other relevant securities exchange and/or as are customarily included in offers made under the Code.

All references in this undertaking to the “**Combination**” shall:

- (i) mean the proposed acquisition by or on behalf of JWG or any of its subsidiaries of the entire issued and to be issued share capital of AFW, which acquisition is intended be effected by way of a scheme of arrangement (under Part 26 of the Companies Act 2006) (referred to in this undertaking as the “**Scheme**”), but which may alternatively (with the consent of the UK Panel on Takeovers and Mergers) be made by way of takeover offer within the meaning of section 974 of the Companies Act 2006 (referred to in this undertaking as the “**Offer**”) and, if made by or on behalf of a subsidiary, all references to “**JWG**” shall be deemed to include that subsidiary; and
- (ii) include any revision, variation or increase in the terms of any acquisition as referred to in paragraph (i) above which is, in the reasonable opinion of J.P. Morgan Cazenove and AFW’ independent financial advisers, at least as favourable to shareholders of AFW as the original terms.

Capitalised terms not otherwise defined in this letter shall have the meaning given to them in the Announcement.

1. **Warranties and undertakings**

Subject to the release of the Announcement by 8:00 a.m. on 13 March 2017 (or such later date as AFW and JWG may agree), I irrevocably and unconditionally undertake, represent and warrant to JWG that:

- (i) I am the beneficial owner of (or am otherwise able to control the exercise of all rights attaching to, including voting rights and the ability to procure the transfer of), and/or am the registered holder of, the number of ordinary shares of 50 pence each in the capital of AFW set out in the first column of the table below (the “**Shares**”, which expression shall include any other shares in AFW issued after the date hereof and attributable to or derived from such shares);
- (ii) I am not interested in, or otherwise able to control the exercise of rights attaching to, any shares or other securities of AFW other than the Shares;
- (iii) I shall not, prior to the earlier of the Combination closing, or, as applicable, becoming effective or lapsing:
 - (a) sell, transfer, charge, encumber, grant any option over or otherwise dispose of or permit the sale, transfer, charging or other disposition or creation or grant of any other encumbrance or option of or over all or any of such Shares or interest in such Shares except: (i) under the Combination; (ii) in connection with selling such number of shares as may be required to cover my liability for income tax and employee national insurance contributions in respect of the vesting of awards or the exercise of any such options under the AFW’ share option schemes; or (iii) where such transfer is undertaken as part of my bona fide tax planning and where I procure the transferee or beneficiary of the transferee signs and delivers to you irrevocable undertakings in the same terms as set out herein; or
 - (b) (other than pursuant to the Combination) enter into any agreement or arrangement or permit any agreement or arrangement to be entered into, or incur any obligation or permit any obligation to arise:
 - (I) in relation to, or operating by reference to, the Shares; or
 - (II) to do all or any of the acts referred to in paragraph (iii)(a) above; or
 - (III) which would or might preclude me from complying with my obligations under paragraph 2 below,

and references in this paragraph (iii) to any agreement, arrangement or obligation shall include any such agreement, arrangement or obligation whether or not subject to any conditions or which is to take effect upon or following the Combination closing, becoming effective or lapsing, as applicable, or upon or following this undertaking ceasing to be binding, or upon or following any other event;

- (iv) prior to the earlier of the Combination closing or, if applicable, becoming effective or lapsing, I shall not, in my capacity as a shareholder of AFW, without the consent of JWG, requisition, or join in requisitioning, any general or class meeting of AFW for the purposes of voting on any resolution to approve an acquisition or any other transaction or corporate action which is proposed in competition with or which would otherwise be reasonably expected to frustrate, impede or delay the Combination;
- (v) prior to the earlier of the Combination closing (or, if applicable, becoming effective) or lapsing and save for the Shares and any shares acquired (i) in connection with the vesting of awards or the exercise of options under any of AFW' share option schemes and/or (ii) under an existing dividend reinvestment plan, I will not acquire any shares or other securities of AFW (or any interest therein) and, if any such shares, securities or interest (including for these purposes shares arising on exercise of options) is acquired by me, such shares, securities or interest (as the case may be) shall be deemed to be included in the expression "**Shares**" for the purposes of this undertaking; and
- (vi) I have full power and authority and the right (free from any legal or other restrictions), and will at all times continue to have all relevant power and authority and the right, to enter into and perform my obligations under this undertaking in accordance with their terms.

2. Scheme

Subject to the release of the Announcement by 8:00 a.m. on 13 March 2017 (or such later date as AFW and JWG may agree), I irrevocably and unconditionally undertake, if the Combination is implemented by way of the Scheme, to JWG that:

- (i) I shall exercise, or, where applicable, procure the exercise of, all voting rights attaching to the Shares in favour of the Scheme and on any resolution (whether or not amended and whether put on a show of hands or a poll) proposed in connection with the approval of the Scheme at the general meeting of AFW (including any adjournment thereof) ("**General Meeting**") or at the meeting of holders of shares in AFW convened by a Court (including any adjournment thereof) ("**Court Meeting**") as set out in the notices of meeting in the Scheme Document;
- (ii) I shall, after the posting of the circular to be sent to shareholders of AFW containing an explanatory statement in respect of the Scheme (the "**Scheme Document**") (and without prejudice to any right I have to attend and vote in person at the Court Meeting and the General Meeting to implement the Combination), return, or procure the return of, if applicable, the signed forms of proxy enclosed with the Scheme Document (completed and signed and voting in favour of the resolutions to implement the Combination) in accordance with the instructions printed on those forms of proxy and, if applicable, in respect of any Shares held in uncertificated form, take or procure the taking of any action which may be required by AFW or its nominated representative in order to make a valid proxy appointment and give valid proxy instructions (voting in favour of the resolutions to implement the Combination), as soon as possible and in

any event within seven days after the posting of the Scheme Document and, unless so instructed by JWG, I shall not amend, revoke or withdraw any such proxy.

3. Offer

It is my intention to undertake irrevocably (on substantially the same terms as this undertaking) to accept or procure acceptance of such Offer in respect of my Shares immediately following the announcement by AFW of its results for the year ended 31 December 2016 which will end the closed period to which AFW is subject under Article 19(11) of the Market Abuse Regulation as of today's date.

4. Miscellaneous

- (i) The obligations and provisions set out in this undertaking apply equally to the persons from whom I am to procure votes in favour of the resolutions to implement the Combination pursuant to paragraph 2(i) above and I shall procure the observance by such persons of the terms hereof as if they were each specifically a party hereto.
- (ii) I consent to the issue of an announcement incorporating references to me and to this undertaking substantially in the terms set out in the Announcement. I understand that, if the Combination proceeds, this undertaking will be made available for inspection during the offer period (as defined in the Code) and that particulars of it will be contained in the Scheme Document.
- (iii) I irrevocably and by way of security for my obligations hereunder appoint each of JWG and any director of JWG to be my attorney to, if I fail to comply with any of the undertakings in paragraph 2, execute on my behalf proxy forms for any Court Meeting or General Meeting in respect of the Shares (as applicable) and to sign, execute and deliver any documents and to do all acts and things as may be necessary for or incidental to the completion of the Combination and/or performance of my obligations under this undertaking.
- (iv) This undertaking shall not oblige JWG to announce or proceed with the Combination but shall cease to have any effect:
 - (a) if JWG shall not have announced a firm intention to proceed with the Combination by 8:00 a.m. on 13 March 2017 or such later date as AFW and JWG may agree on the terms and conditions set out or referred to in the Announcement and/or such other terms and conditions as may be required by the Code and/or the requirements of the UKLA and the London Stock Exchange or any other relevant exchange and/or as are customarily included in offers made under the Code;
 - (b) if JWG announces, with the consent of the Panel, and before the Scheme Document is published, that it does not intend to proceed with the Combination and no new, revised or replacement Scheme is announced by JWG in accordance with Rule 2.7 of the Code; or

- (c) on the earlier of (i) the Long Stop Date (as defined in the Announcement); or (ii) the date on which the Combination is withdrawn or lapses in accordance with its terms, provided that this paragraph 4(iv)(c)(ii) shall not apply where the Combination is withdrawn or lapses as a result of the Offeror exercising its right to implement the Combination by way of an Offer in accordance with the Code rather than by way of a Scheme, or vice versa.
- (v) Paragraph 3 of this undertaking is not legally binding and is subject to the execution of definitive legal documentation reflecting its terms.
- (vi) This undertaking shall be governed by and construed in accordance with English law. Any matter, claim or dispute, whether contractual or non-contractual, arising out of or in connection with this undertaking is to be governed by and determined in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.
- (vii) Without prejudice to any other rights or remedies which you may have, I acknowledge and agree that damages may not be an adequate remedy for any breach by me of any of my obligations under this undertaking. You shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such obligation and no proof of special damages shall be necessary for the enforcement by you of your rights under this deed.

TABLE

1. Number of ordinary shares	2. *Registered owner	3. *Beneficial owner
21,899	Deutsche Bank	Stephanie Newby

** Where more than one, indicate number of shares attributable to each*

I intend this document to be a deed and execute and deliver it as a deed.

Executed as a deed by:

Signature Stephanie Newby

Name STEPHANIE NEWBY

in the presence of:

Signature of witness Ed Healy

Name of witness ED HEALY

Address of witness



Occupation of witness TECH SPECIALIST