

**DEED OF IRREVOCABLE UNDERTAKING**

(Wood Group Director Shareholders)

To: Amec Foster Wheeler plc  
Booths Park  
Chelford Road  
Knutsford  
Cheshire  
WA16 8QZ

12 March 2017

**Proposed Combination of John Wood Group plc (“Wood Group”) and Amec Foster Wheeler plc (“Amec”)**

I, the undersigned, understand that Wood Group 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 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 Wood Group or any of its subsidiaries of the entire issued and to be issued share capital of Amec, 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 “**Wood Group**” 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 Amec’s independent financial advisers at least as favourable to the shareholders of Amec as the original terms,

and capitalised terms not otherwise defined in this undertaking shall have the meaning given to them in the Announcement.

I understand that the Combination would constitute a Class 1 transaction for Wood Group for the purposes of the Listing Rules of the UKLA and accordingly will be conditional, among other things, upon the approval of the Wood Group Shareholders.

I further understand that, in connection with the Combination, Wood Group is proposing to convene the Wood Group General Meeting to consider and, if thought fit, approve the Wood Group Resolutions.

**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 Amec and Wood Group may agree), I irrevocably and unconditionally undertake, represent and warrant to Amec that:

- (A) 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 4 2/7 pence each in the capital of Wood Group set out in the first column of the table below (the “**Shares**”, which expression shall include any other shares in Wood Group issued after the date hereof and attributable to or derived from such shares);
- (B) I am not interested in, or otherwise able to control the exercise of rights attaching to, any shares or other securities of Wood Group other than the Shares;
- (C) I shall not, prior to the earlier of the Combination closing or, as applicable, becoming effective or lapsing:
  - (i) 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: (a) under the Combination, (b) 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 any of the Wood Group share option schemes; or (iii) where such transfer is undertaken as part of my bona fide tax planning and that I will procure the transferee or beneficiary of the transferee signs and delivers to you irrevocable undertakings in the same terms as set out herein;
  - (ii) (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:
    - (a) in relation to, or operating by reference to, the Shares; or
    - (b) to do all or any of the acts referred to in Clause 1(C)(i) above; or
    - (c) which would or might preclude me from complying with my obligations as set out in this undertaking,

and references in this Clause 1(C) 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 or, as applicable, becoming effective or lapsing, or upon or following this undertaking ceasing to be binding, or upon or following any other event;

- (D) prior to the earlier of the Combination closing or, as applicable, becoming effective or lapsing, I will not, in my capacity as a shareholder of Wood Group, without the consent of Amec, convene or requisition, or join in convening or requisitioning, any general or class meeting of Wood Group 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;
- (E) prior to the earlier of the Combination closing or, as 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 the Wood Group share option schemes and/or (ii) under an existing dividend reinvestment plan, I will not acquire any shares or other securities of Wood Group (or any interest therein) and, if any such shares, securities or interest (including for these purposes shares arising on exercise of options) is or are 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
- (F) 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. Approval of the Combination**

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

- (A) I shall exercise, or where applicable, procure the exercise of, all voting rights attaching to the Shares to vote in favour of the Wood Group Resolutions (whether or not amended and whether on a show of hands or a poll) at the Wood Group General Meeting (including any adjournment thereof); and
- (B) after the posting of the Circular to the Wood Group Shareholders (and without prejudice to any right I or the registered holder(s) have to attend and vote in person at the Wood Group General Meeting), I shall return or procure the return of the forms of proxy in respect of the Wood Group General Meeting duly executed by the registered holder(s) and voting in favour of the Wood Group Resolutions in accordance with the instructions printed on the forms of proxy and, if applicable, in respect of any Shares held in uncertificated form, take or procure

the taking of any action in order to make a valid proxy appointment and give valid proxy instructions (voting in favour of the Wood Group Resolutions) as soon as possible and in any event within seven days after the posting of the Circular (and I shall not amend, revoke or withdraw any such proxy)).

### **3. Miscellaneous**

- (A) 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 Wood Group Resolutions pursuant to Clause 2(A) above and I shall procure the observance by such persons of the terms hereof as if they were each specifically a party hereto.
- (B) 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 document to be issued in connection with the Scheme or in the Offer Document (as the case may be).
- (C) I irrevocably and by way of security for my obligations hereunder appoint each of Amec and any director of Amec to be my attorney to, if I fail to comply with any of the undertakings in Clause 2, execute on my behalf proxy forms for the Wood Group 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;
- (D) This undertaking shall not oblige Wood Group to announce or proceed with the Combination but shall cease to have any effect:
  - (i) if Wood Group 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 Amec and Wood Group 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;
  - (ii) if Wood Group 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 Wood Group in accordance with Rule 2.7 of the Code; or
  - (iii) on the earlier of (i) the Long Stop Date; or (ii) the date on which the Combination is withdrawn or lapses in accordance with its terms, provided that this paragraph 3(D)(iii) 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.

- (E) 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.
- (F) 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**

<b>1. Number of ordinary shares</b>	<b>2. *Registered owner</b>	<b>3. *Beneficial owner</b>
2,216	Computershare	David Kemp

\* 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

/s/ David Kemp

Name

**David Kemp**

in the presence of:

Signature of witness

/s/ Nicholas Schaffer

Name of witness

Nicholas Schaffer

Address of witness



Occupation of witness

Trainee Solicitor