

DATED

2022

ANGLIA SALADS LIMITED (1)

ANANDA DEVELOPMENTS PLC (2)

PETERHOUSE CAPITAL LIMITED (3)

LOCK-IN DEED

**MEMERY CRYSTAL
165 FLEET STREET
LONDON EC4A 2DY
TEL: 020 7242 5905
FAX: 020 7242 2058**

THIS DEED is made on

2022

BETWEEN:

- 1) **ANGLIA SALADS LIMITED** (incorporated and registered in England and Wales with company number 04333110) whose registered office is at Norfolk House Farm Gedney Marsh, Holbeach, Spalding, Lincolnshire, PE12 9PB (“**Covenantor**”);
- 2) **ANANDA DEVELOPMENTS PLC** incorporated and registered in England and Wales with company number 11159584 whose registered office is at 60 Gracechurch Street, London, England, EC3V 0HR (the “**Company**”); and
- 3) **PETERHOUSE CAPITAL LIMITED** (incorporated and registered in England and Wales with company number 02075091) whose registered office is at 3rd Floor 80 Cheapside, London, United Kingdom, EC2V 6EE (“**Peterhouse**”).

RECITALS:

- (A) The Company is seeking to acquire the legal and beneficial interest in the Sale Shares (as defined below) of DJT Group Limited, a subsidiary of the Covenantor, incorporated in England and Wales with company number 12038894 (the “**Target**”) pursuant to the SPA (as defined below).
- (B) The total consideration for the sale of the Sale Shares is the sum of £3,237,500 which shall be satisfied by the Company issuing the Consideration Shares to the Covenantor on Completion.
- (C) Subject to the terms and conditions of this Deed, the Covenantor has agreed on behalf of itself and its Associates not to dispose of any Locked-In Shares that it and/or its Associates hold in the capital of the Company.

IT IS AGREED as follows:

1. Interpretation

1.1 In this Deed unless the context requires:

acting in concert has the meaning given to it in the Code;

Adverse Interest any option, lien, mortgage, pledge, charge, trust, any right or other Interest of any third party and any other encumbrance of any kind;

Associate	has the definition given in relation to a connected person in section 1122 of the Corporation Tax Act 2010;
Board	the board of Directors;
Business Day	a day (excluding a Saturday, Sunday and public holidays) on which banks in the City of London are generally open for business;
Code	The City Code on Takeovers and Mergers;
Companies Act	Companies Act 2006 (as amended from time to time);
Completion	completion of the sale and purchase of the Sale Shares in accordance with the terms of the SPA;
Consideration Shares	the 350,000,000 ordinary shares of £0.002 of the Company;
Directors	the directors of the Company from time to time;
Disposal	directly or indirectly, unconditionally or conditionally, creating or granting an Adverse Interest over, swapping, assigning, selling, transferring, subscribing or otherwise disposing, of Locked-In Shares, including agreeing to do the same and “ Dispose ” shall be construed accordingly;
Interest	an interest as interpreted in accordance with sections 820 to 824 of the Companies Act (inclusive);
First End Date	the third anniversary of Completion;
Locked-In Shares	those Consideration Shares legally and/or beneficially owned by the Covenantor and/or its Associate(s) at Completion;

LSE	London Stock Exchange plc;
parties	the parties to this Deed, and “ party ” shall mean any one of them;
Representatives	officers, directors, agents or representatives;
Sale Shares	50 ordinary shares of £1.00 each in the Target, all of which are issued and fully paid, and which comprise half of the issued share capital of the Target;
Second End Date	the fourth anniversary of Completion;
SPA	the agreement for the sale and purchase of the entire issued share capital of the Target made between (amongst others) the Covenantor and the Company on or about the date of this Deed; and
Standstill Period	the period from Completion until 11.59pm on the Second End Date.

1.2 In this Deed, where the context admits:

- (a) any reference in this Deed to a Clause, a sub-Clause, is to a Clause, sub-Clause of this Deed respectively;
- (b) words denoting persons include corporations and unincorporated associations and partnerships and vice versa;
- (c) references to any gender include all other genders and words denoting the singular include the plural and vice versa;
- (d) headings are for ease of reference only and do not affect its construction or interpretation; and
- (e) all times referred to are references to the time in London, United Kingdom.

2. **Undertakings**

2.1 Save for the circumstances set out in Clause 3.1, the Covenantor undertakes as a separate undertaking to each of the Company and (for so long as Peterhouse remains

the broker to the Company) Peterhouse that it will not, during the period from Completion until 11.59 p.m. on the First End Date, Dispose of any Interest in the Locked-In Shares.

2.2 Save for the circumstances set out in Clause 2.1, for a period of 12 months from the day commencing immediately after the First End Date to 11.59 p.m. on the Second End Date, the Covenantor shall not Dispose of any Interest in the Locked-In Shares other than with the prior consultation with the Company and such Disposal taking place through Peterhouse, subject to the terms relating to price and execution offered by Peterhouse.

2.3 The Covenantor undertakes to use all reasonable endeavours to procure that its Associates comply with the restrictions contained in this Clause 2 in respect of any Locked-in Shares in which such person has an Interest.

3. Exceptions

3.1 The restrictions contained in Clauses 2.1 and 2.2 shall not apply to a Disposal made:

- (a) in the event of an intervening court order of competent jurisdiction;
- (a) to the acceptance of a general offer (in accordance with the Code) made to shareholders of the Company (or to all such shareholders other than the offeror and/or any persons Acting in Concert with the offeror) to acquire all the issued ordinary shares in the capital of the Company (other than any ordinary shares in the capital of the Company already owned by the offeror and any person Acting in Concert with the offeror) or to the execution of an irrevocable undertaking to accept such offer;
- (b) to any Disposal pursuant to a compromise or arrangement under Part 26 of the Companies Act between the Company and its creditors (or any class of them) or between the Company and its members (or any class of them) and which is agreed to by the requisite majority of the members (or class of members) or creditors (or class of creditors), as the case may be, and sanctioned by the court;
- (c) to any Disposal pursuant to any scheme of arrangement under section 110 of the Insolvency Act 1986 in relation to the Buyer; or
- (d) with the prior written consent of the Company.

3.2 Any proposed sale, transfer or other Disposal contemplated in accordance with Clause 3.1 shall be notified in advance to the Company and Peterhouse in writing at least five Business Days prior to the entry into of any agreement relating to the same and shall be carried out in accordance with generally accepted orderly market principles.

5. Other Dealing Restrictions

The provisions of this Deed are without prejudice to any restrictions on dealings in securities of the Company to which the Covenantor or any of its Associates may be subject pursuant to the Company's code of dealings in the Company's securities or pursuant to other applicable law or regulation, including but not limited to, the Criminal Justice Act 1993, the Financial Services and Markets Act 2000 (as amended) and the Market Abuse Regulation (596/2014/EU) as it forms part of the law of England and Wales by virtue of the European Union (Withdrawal) Act 2018 (as amended from time to time), in each case as amended by UK legislation from time to time.

6. Confidentiality

Each of the parties hereto hereby severally agrees and undertakes with and represents and warrants to each other as separate agreements undertakings representations and warranties that, except in so far as disclosure is required by the rules and regulations of the LSE, or any other regulatory authority or by any applicable law, they will not at any time hereafter divulge or communicate to or cause or enable any person to become aware of the content of this Deed except with the prior written consent of each other party, such consent not to be unreasonably withheld or delayed.

7. Termination

This Deed shall terminate on the expiry of the Standstill Period. In the event that this Deed terminates as aforesaid, all the obligations of the parties under this Deed shall cease and determine. Termination of the Deed does not affect any claim or demand that either party may have against the other, under or in connection with the Deed, arising before the date of termination.

8. Remedies

8.1 The Covenantor acknowledges that if it breaches any provision of this Deed or if any other party has reasonable grounds for anticipating a prospective breach of any such provision may occur:

- (a) damages may not be a wholly adequate remedy for such breach or prospective breach; and
- (b) the appropriate remedy may be an injunction, specific performance or other equitable relief (in addition to or instead of damages).

8.2 Clause 8.1 does not limit the right of the Company or Peterhouse to take any other action in respect of an actual or partial breach of this Deed.

9. Notices

9.1 Any notice or other document to be served under this Deed must be in writing and may be delivered, by hand or courier, email, or sent by pre-paid first class post to the party to be served at that party's address set out in this Deed (or in the case of the Covenantor, the address for the Covenantor set out in the register of members for the Company) or at such other address as the recipient may have previously notified to the sender in accordance with this Clause 9.1, in the case of service by email, to the following:

Covenantor

By email to: simon.goddard@jepco.co.uk

Company

By email to: ms@anandadevelopments.com and jss@anandadevelopments.com

Peterhouse

By email to: ma@peterhousecap.com

9.2 Any notice or document shall be deemed served:

- (a) if delivered (by courier or hand) from one party to another within the same country, at the time of delivery or on the next succeeding Business Day if not a Business Day; or
- (b) if posted from one party to another within the same country, forty eight hours after posting or on the next succeeding Business Day if not a Business Day; or
- (c) if posted, from one party to another party in a different country, five Business Days after posting; or
- (d) if sent by email, at the time of delivery by the sender as evidenced by a delivery receipt.

10. Further Assurance

At any time after the date of this Deed, the Covenantor shall, and shall use its

reasonable endeavours to procure that any necessary third party shall, execute such documents and do such acts and things as the Company and/or Peterhouse may reasonably require for the purpose of giving full effect to all provisions of, and to give the Company and/or Peterhouse the full benefit of all the provisions of this Deed in relation to the obligations of the Covenantor.

11. Assignment

- 11.1 Except as permitted by Clause 11.2, none of the rights or obligations of any party under this Deed may be assigned or transferred without the prior written consent of all the parties and any such purported assignment or transfer shall be void.
- 11.2 In the event that, at any time prior to the expiry of the Standstill Period, Peterhouse ceases for whatever reason to be the broker to the Company, Peterhouse may assign all or any part of the benefit of, or its rights or benefits under, this Deed to the person who succeeds it as the Company's broker for such purpose. If any such assignment takes place, references in this Deed to Peterhouse shall thereafter be construed as references to the person who has succeeded it as the Company's broker.

12. General

- 12.1 This Deed and any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 12.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.
- 12.3 If any provision in this Deed shall be held to be illegal, invalid or unenforceable, in whole or in part under any enactment or rule of law, such provision or part shall to that extent be deemed not to form part of this Deed but the legality, validity and enforceability of the remainder of this Deed shall not be affected.
- 12.4 A person who is not a party to this Deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 12.5 No variation of this Deed shall be effective unless in writing and signed by or on behalf of each of the parties.

12.6 This Deed may be executed as two or more documents in the same form and execution by all the parties of at least one of such documents will constitute due execution of this Deed.

IN WITNESS whereof this document has been duly executed as a deed which has been delivered by the Covenantor, the Company and Peterhouse the day and year first above written.

EXECUTED and DELIVERED as a deed)

for and on behalf of)

ANGLIA SALADS LIMITED)

in the presence of:

.....

Director

Name:

Signature:

Address:

Occupation:

EXECUTED and DELIVERED as a deed)

for and on behalf of)

ANANDA DEVELOPMENTS PLC)

in the presence of:

.....

Director

Name:

Signature:

Address:

Occupation:

EXECUTED and DELIVERED as a deed)

for and on behalf of)

PETERHOUSE CAPITAL LIMITED)

in the presence of:

.....

Director

Name:

Signature:

Address:

Occupation: