

DEED OF IRREVOCABLE UNDERTAKING
(Non-Director Shareholders)

To: Nucleus Clyde Acquisition Limited (the “**Offeror**”)
Dunn's House
St Paul's Road
Salisbury
Wiltshire
SP2 7BF

6 January 2023

Offer for Curtis Banks Group PLC (the “Company”)

I, the undersigned, understand that the Offeror is considering the Acquisition 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**”), to be made pursuant to Rule 2.7 of the City Code on Takeovers and Mergers (the “**Code**”), subject to such other terms and conditions as may be required by the Code and/or the requirements of the Financial Conduct Authority (the “**FCA**”) and the London Stock Exchange plc (the “**London Stock Exchange**”) or any other relevant securities exchange and/or as may be agreed between the Offeror and the Company.

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

- (i) mean the proposed acquisition by or on behalf of the Offeror or any of its subsidiaries of the shares in the Company, which acquisition may be by way of takeover offer (within the meaning of section 974 of the Companies Act 2006) (referred to in this undertaking as the “**Offer**”) or a scheme of arrangement (under Part 26 of the Companies Act 2006) (referred to in this undertaking as the “**Scheme**”) and, if made by or on behalf of a subsidiary, all references to the “**Offeror**” shall be deemed to include that subsidiary; and
- (ii) include any revision or variation in the terms of any such Acquisition as referred to in paragraph (i) above which represents no diminution in the value of the Offer or Scheme (as the case may be).

1. Warranties and undertakings

Subject to your announcing the Acquisition, under Rule 2.7 of the Code, by 7 January 2023 (or such later date as the Company and the Offeror may agree), I irrevocably and unconditionally undertake, represent and warrant to the Offeror 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 0.5p each in the capital of the Company set out in the table below (the “**Shares**”, which expression shall include any other shares in the Company 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 attributable to, any shares or other securities of the Company other than those of which details are set out in the table below;
- (iii) I am able to transfer, or procure the transfer of, the Shares free from all liens, equities, charges, encumbrances, options, rights of pre-emption, and any other third party rights and interests of any nature;
- (iv) I shall not, and shall procure that any person holding the Shares shall not, prior to the earlier of the Acquisition closing (or, if applicable, becoming effective) or lapsing:
 - (a) other than pursuant to the Acquisition (however implemented) 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 Share, or accept any other offer in respect of all or any of such Shares (in each case, whether conditionally or unconditionally);
 - (b) without the consent of the Offeror, convene or requisition, or join in convening or requisitioning, any general or class meeting of the Company;
 - (c) save for the Shares, acquire any shares or other securities of the Company (or any interest therein) unless the Panel on Takeovers and Mergers determines, and confirms to you, that: (i) in respect of such acquisition, we are not acting in concert with you under Note 9 in the definition of “acting in concert” set out in the Code; and (ii) such acquisition would not result in you or any person acting in concert with you being required to make a mandatory offer for the Company under Rule 9 of the Code, and provided that, if any such shares, securities or interest is acquired by me/us, 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 I shall notify the Offeror promptly of any such acquisition and of any other dealing, disposal or change in the number of Shares; or
 - (d) other than pursuant to the Acquisition (howsoever implemented) 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, shares or other securities of the Company or any interest therein; or
 - (II) to do all or any of the acts referred to in paragraphs (a) to (c) (inclusive) above; or

- (III) which would or might reasonably be expected to restrict or impede the closing of the Acquisition or otherwise preclude me from complying with my obligations as set out in this undertaking,

and references in this paragraph (iv) 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 Acquisition closing (or, if applicable, becoming effective) or lapsing or upon or following this undertaking ceasing to be binding or upon or following any other event;

- (v) I shall not directly or indirectly solicit or encourage any person other than the Offeror to make any offer for any shares or other securities of the Company or take any action which is or may be prejudicial to the successful outcome of the Acquisition or which would or might have the effect of preventing any of the conditions of the Acquisition from being fulfilled and I will, subject to any obligations under applicable law or any pre-existing obligation of confidentiality to any third party, immediately inform you of any approach by a third party which may lead to an offer for the Company;
- (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; and
- (vii) I hereby undertake to provide you with reasonable assistance in connection with any approach which is made by you to the Panel for the purposes of establishing that you are not acting in concert with me in connection with the Acquisition under Note 9 on the definition of "acting in concert" set out in the Code.

2. Scheme

Subject to your announcing the Acquisition, under Rule 2.7 of the Code, by 7 January 2023 (or such later date as the Company and the Offeror may agree), I irrevocably and unconditionally undertake, if the Acquisition is implemented by way of the Scheme, to the Offeror that:

- (i) I have full power and authority to, and shall exercise, or, where applicable, procure the exercise of, all voting rights attaching to the Shares on any resolution (whether or not amended and whether put on a show of hands or a poll) which is proposed at any general meeting of the Company (including any adjournment thereof) ("**General Meeting**") or at any meeting of holders of shares in the Company convened by a Court (including any adjournment thereof) ("**Court Meeting**") which is necessary to implement the Acquisition (which shall include any resolution to approve the Scheme) in favour of any such resolution (or otherwise only in accordance with the Offeror's instructions);
- (ii) I have full power and authority to, and shall exercise, or, where applicable, procure the exercise of, all voting rights attaching to the Shares on any resolution (whether or not amended and whether put on a show of hands or a poll) which is proposed at any General Meeting or at any Court Meeting which:

- (a) would or might reasonably be expected to have any impact on the fulfilment of any condition to the Acquisition;
- (b) would or might reasonably be expected to impede or frustrate the Acquisition in any way (which shall include any resolution to approve a scheme of arrangement relating to the acquisition of any shares in the Company by a third party); or
- (c) would or might otherwise impact on the timing and/or implementation of the Acquisition ,

in each case, only in accordance with the Offeror's instructions;

- (iii) I shall exercise, or, where applicable, procure the exercise of, all rights attaching to the Shares to requisition or join in the requisitioning of any general meeting of the Company for the purposes of voting on any resolution referred to under paragraph (i) or (ii) above, or to require the Company to give notice of any such meeting, only in accordance with the Offeror's instructions;
- (iv) for the purpose of voting on any resolution referred to under paragraph (i) or (ii) above, I shall, if required by the Offeror, execute any form of proxy required by the Offeror appointing any person nominated by the Offeror to attend and vote at the relevant meetings;
- (v) without prejudice to paragraph (iv), and in the absence of any such requirement by the Offeror, I shall after the posting of the circular to be sent to shareholders of the Company 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 Acquisition), 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 Acquisition) 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 the Company 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 Acquisition), as soon as possible and in any event within seven days after the posting of the Scheme Document;
- (vi) I shall not amend, revoke or withdraw any such proxy once it has been returned in accordance with paragraph (v) above; and
- (vii) I shall promptly supply you with all information at my disposal required by you in connection with the implementation of the Scheme in order for you to comply with the Code and the rules and requirements of the FCA, the London Stock Exchange, the Panel on Takeovers and Mergers, the Companies Act 2006 and any legal or regulatory requirements and immediately notify you in writing of any material change in the accuracy or import of any information previously supplied to you by us.

3. Offer

Subject to your announcing the Acquisition, under Rule 2.7 of the Code, by 7 January 2023 (or such later date as the Company and the Offeror may agree), I irrevocably and unconditionally undertake, if the Acquisition is implemented by way of the Offer, to the Offeror that:

- (i) upon the Offer being made, I will be able to accept or, where applicable, procure the acceptance of the Offer in respect of the Shares and to transfer, or procure the transfer of, the Shares free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature and together with all rights now or hereafter attaching or accruing to them, including voting rights and the right to receive and retain in full all dividends of any nature and other distributions (if any) hereafter declared, made or paid;
- (ii) I shall as soon as possible and in any event within seven days after the posting of the formal document containing the Offer (the "**Offer Document**") (or, in respect of any shares allotted to me after the posting of the Offer Document, within seven days of such allotment or acquisition) duly accept or procure acceptance of the Offer in accordance with its terms in respect of the Shares and shall take any action which may be required by the Offeror or its nominated representative to facilitate the valid acceptance of the Offer in respect of the Shares;
- (iii) notwithstanding that the terms of the Offer Document will confer rights of withdrawal on accepting shareholders, I shall not withdraw any acceptance of the Offer in respect of the Shares or any of them and shall procure that no rights to withdraw any acceptance in respect of such Shares are exercised;
- (iv) the Shares shall be acquired by the Offeror free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature and together with all rights now or hereafter attaching or accruing to them, including voting rights and the right to receive and retain in full all dividends of any nature and other distributions (if any) hereafter declared, made or paid; and
- (v) I shall promptly supply you with all information at my disposal required by you in connection with the Offer in order for you to comply with the Code and the rules and requirements of the FCA, the London Stock Exchange, the Panel on Takeovers and Mergers, the Companies Act 2006 and any legal or regulatory requirements and immediately notify you in writing of any material change in the accuracy or import of any information previously supplied to you by me.

4. Publicity

I acknowledge and consent to:

- (i) the Announcement of the Acquisition containing references to me and the registered holder(s) of any of the Shares in which I have (or will have as the case may be) a beneficial interest and to this deed substantially in the terms set out in the Announcement;

- (ii) the inclusion of references to me and the registered holder(s) of any of the Shares in which I have (or will have as the case may be) a beneficial interest and to this deed being set out in the Scheme Document and any Offer Document (if applicable) and any other announcement made, or document issued, by or on behalf of the Offeror in connection with the Acquisition; and
- (iii) this deed being published on a website as required by Rule 26.2 of the Code.

I further acknowledge that I am obliged to make appropriate disclosure under Rule 2.10(c) of the Code promptly after becoming aware that we will not be able to comply with the terms of this deed or no longer intend to do so.

5. Miscellaneous

- (i) In respect of the persons from whom I am to procure votes in favour of the resolutions to implement the Acquisition pursuant to paragraphs 2(i) or 2(ii) above or acceptance of the Offer pursuant to the terms of paragraph 3(i) above (as the case may be), I shall procure the observance by such persons of the terms hereof as if they were each specifically a party hereto.
- (ii) I undertake to provide you with all such further information in relation to my interest and that of any person connected with me as you may require in order to comply with the rules and requirements of the FCA, the London Stock Exchange, the Panel on Takeovers and Mergers and the Companies Act 2006 and any other legal or regulatory requirements for inclusion in the Scheme Document or the Offer Document (as the case may be) (or any other document required in connection with the Acquisition).
- (iii) I irrevocably and by way of security for my obligations hereunder appoint each of the Offeror and any director of the Offeror to be my attorney to execute on my behalf proxy forms for any Court Meeting or General Meeting or forms of acceptance to be issued with the Offer Document 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 voting of the Shares to facilitate the Acquisition, the acceptance of the Shares to the Offer (as the case may be) and/or the performance of my obligations under this undertaking, in circumstances where the performance of such actions or obligations by me have not otherwise been fulfilled before the deadlines set out in this undertaking.
- (iv) This undertaking shall not oblige the Offeror to announce or proceed with the Acquisition.
- (v) This undertaking shall cease to have any effect:
 - (a) if the Offeror shall not have announced a firm intention to proceed with the Acquisition by 7 January 2023 (or such later date as the Company and the Offeror may agree);

- (b) if the Scheme Document or Offer Document (as the case may be) has not been posted within 28 days of the issue of the Announcement (or within such longer period as the Offeror, with the consent of the Panel on Takeovers and Mergers, determines), provided that if the Acquisition was initially being implemented by way of a Scheme, and the Offeror elects to exercise its right to implement the Acquisition by way of an Offer or vice versa, the time period in this paragraph (b) shall be extended to refer to within 28 days of the issue of the press announcement announcing the change in structure (or such other date for the posting of the Offer Document or Scheme Document (as applicable) as the Panel may require);
- (c) on the date on which the Acquisition (whether implemented by way of a Scheme or an Offer) is withdrawn or lapses in accordance with its terms, provided that this paragraph (c) shall not apply where the Acquisition is withdrawn or lapses as a result of the Offeror exercising its right, in accordance with the Code, to implement the Acquisition by way of an Offer rather than by way of a Scheme or vice versa; or
- (d) if the Offeror announces that it does not intend to proceed with the Acquisition and no new, revised or replacement Scheme or Offer is announced by the Offeror in accordance with Rule 2.7 of the Code at the same time.
- (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) I intend this document to be a deed and execute and deliver it as a deed.

APPENDIX**Shares to which this deed relates**

Number of Shares	Registered holders	Beneficial owner
2,905,040	Rupert Curtis	Rupert Curtis
43,805	Colston Trustees Limited re Curtis Banks SIPP - R M Curtis	Rupert Curtis

IN WITNESS whereof this deed has been executed and delivered as a deed on the date above mentioned.

Executed as a deed by

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Rupert Curtis

Signature of party

in the presence of:

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Witness's signature:

Name (print):

Occupation: Company Director

Address: