

VOTING UNDERTAKINGS

To:

Various Eateries Plc (the "Company")
20 St. Thomas Street
London
England
SE1 9RS

WH Ireland Limited ("WHI")
24 Martin Lane
London
England
EC4R 0DR

6th December 2023

Dear Sirs

Proposed placing of ordinary shares of £0.01 each ("Ordinary Shares")

We understand that the Company intends to raise up to £12 million, before expenses, by way of a placing (the "Placing") and conversion of debt (the "Conversion"), each at a price of £0.25 per share (the "Issue Price"), and to apply to the London Stock Exchange plc for the new Ordinary Shares (the "New Ordinary Shares") to be admitted to trading on AIM ("Admission").

We further understand that the Placing and Conversion will be conditional on, among other things, the passing of the resolutions (the "Resolutions") at a general meeting to be held on or about 22 December 2023 (the "General Meeting"), substantially in the form in the attached draft notice of General Meeting.

This letter, which is entered into as a deed, sets out the terms and conditions on which we undertake to exercise our voting rights at the General Meeting.

1 REPRESENTATIONS AND WARRANTIES

We represent and warrant to the Company and WHI that:

- 1.1 we are the registered holder of the number of ordinary shares of £0.01 each in the capital of the Company set out opposite our name in column 2 of the table in the schedule to this letter (the "Shares");
- 1.2 we are entitled to exercise the voting rights attached to the Shares referred to in paragraph 1.1 above;
- 1.3 we will not sell, transfer, charge, pledge or otherwise encumber or grant any option or other right over, or otherwise dispose of or deal with or permit or procure any such action to occur in respect of all or any of the Shares or any interest in any of the Shares until the conclusion of the Placing and the Conversion; and
- 1.4 we are entitled to cast the votes attaching to the Shares (or procure how they are cast) and will remain entitled to cast (or procure the casting of) such votes until the conclusion of the General Meeting.

2 GENERAL MEETING VOTING

- 2.1 we unconditionally undertake to:
- 2.1.1 exercise or procure the exercise of the voting rights attached to the Shares:
 - 2.1.1.1 against any resolution or proposal to adjourn the General Meeting;
 - 2.1.1.2 against any resolution or proposal to amend the Resolutions (other than to rectify any minor irregularity); and
 - 2.1.1.3 in favour of the Resolutions; and
 - 2.1.2 call or procure that our proxy calls for a poll if the Resolutions are not passed on a show of hands and, on a poll, to vote in favour of the Resolutions and otherwise in accordance with our undertakings in this letter.
- 2.2 For the purposes of voting on the Resolutions, we shall execute the relevant form of proxy in relation to our Shares to appoint the chairman of the General Meeting to attend and vote on our behalf at the General Meeting.

3 CONSENT

We consent to:

- 3.1 the inclusion of references to me and particulars of this letter and our holdings of, and dealings in, relevant securities being included in the Circular and any announcement or other ancillary document relating to the Placing, Conversion or to Admission; and
- 3.2 a copy of this letter being disclosed to the London Stock Exchange and to any other person who reasonably requires a copy of the same for the purpose of or in conjunction with the Placing and Conversion and Admission.

4 LAPSE OF OBLIGATIONS

- 4.1 This letter shall lapse and our obligations under this letter shall cease to have effect if Admission does not become effective by 8:00 a.m. on or around 31 January 2024.
- 4.2 If this letter lapses, no party shall have any claim against any other save in respect of any prior breach.

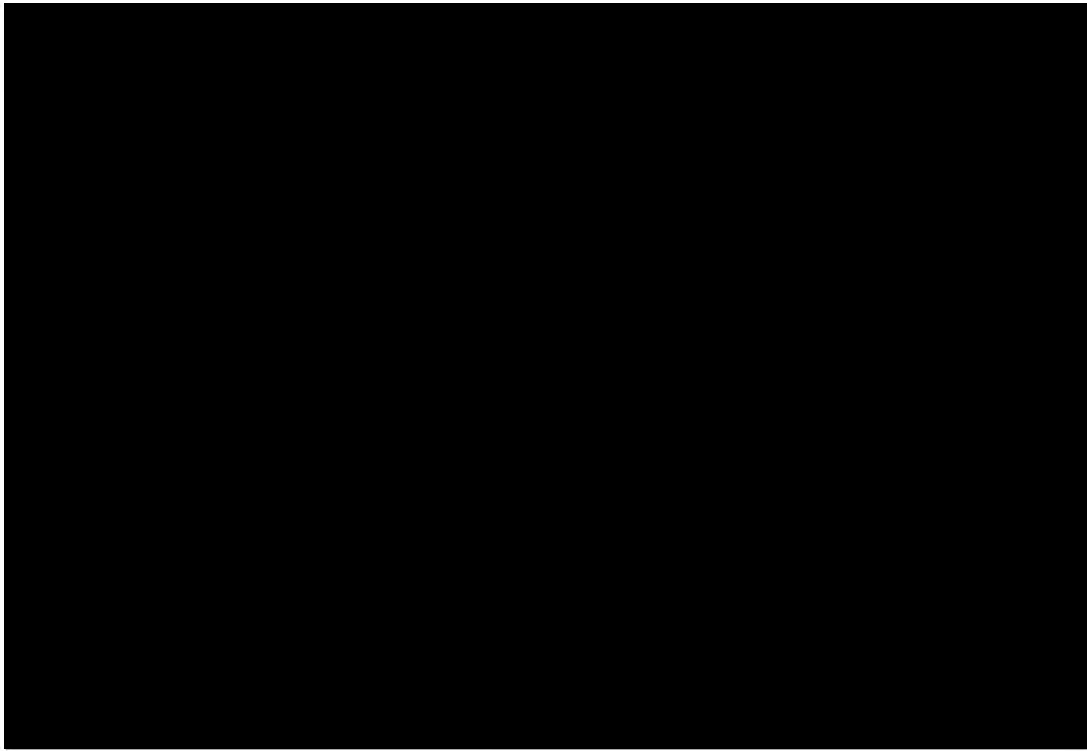
5 FURTHER ASSURANCE

At our own expense we shall procure that any necessary third party shall promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to our obligations hereunder including without limitation executing any application form or subscription letter required by the Company.

6 GOVERNING LAW

This undertaking and any dispute or claim arising out of, or in connection with, it, 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.

Executed and delivered as a deed on the date of this letter.



SCHEDULE

(1)	(2)
Registered Holder	Number of Ordinary Shares held
[REDACTED]	85,815

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 - 2.1.1.3 in favour of the Resolutions; and
 - 2.1.2 call or procure that my proxy calls for a poll if the Resolutions are not passed on a show of hands and, on a poll, to vote in favour of the Resolutions and otherwise in accordance with my undertakings in this letter.
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- 3.1 the inclusion of references to me and particulars of this letter and my holdings of, and dealings in, relevant securities being included in the Circular and any announcement or other ancillary document relating to the Placing, Conversion or to Admission; and
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