

FORM OF IRREVOCABLE UNDERTAKING

To: Stonegate Pub Company Bidco Limited

For the attention of: The Directors

___ July 2019

Dear Sirs

Recommended cash Acquisition of Ei Group plc (the "Company")

I understand that Stonegate Pub Company Bidco Limited (the "**Offeror**") is considering the Acquisition (as defined in paragraph 8.1 below) substantially on the terms, and subject to the conditions, set out in the attached draft press announcement (the "**Press Announcement**") to be made pursuant to Rule 2.7 of the City Code on Takeovers and Mergers (the "**Code**"), together with such additional terms and conditions as may be required to comply with the Code and any other applicable law or regulation, or as agreed between the Offeror and the Company.

1 Scheme and voting

1.1 I irrevocably and unconditionally undertake to the Offeror that I shall:

- (a) unless and until the Scheme becomes effective or the obligations under this undertaking lapse in accordance with its terms, exercise or procure the exercise of all voting rights attaching to the ordinary shares of 2.5p each in the Company, details of which are set out in Schedule 1 (the "**Shares**") in favour of any resolutions (whether or not amended and whether put to a show of hands or conducted by way of a poll) to be proposed at any general or class meeting of the Company (including any adjournment thereof) (a "**General Meeting**") or any meeting to be convened pursuant to an order of the Court in accordance with Part 26 of the Companies Act 2006 (including any adjournment thereof) (a "**Court Meeting**") which are necessary to implement the Acquisition (the "**Resolutions**");
- (b) unless and until the Scheme becomes effective or the obligations under this undertaking lapse in accordance with its terms, vote against any resolutions (whether or not amended and whether put to a show of hands or conducted by way of a poll) to be proposed at a General Meeting or Court Meeting which (if passed) might reasonably be expected to frustrate the Acquisition in any way (unless the Offeror and the Panel have provided their prior written consent to voting in favour of, or abstaining in respect of, such resolution);
- (c) unless and until the Scheme becomes effective or the obligations under this undertaking lapse in accordance with its terms, exercise or procure the exercise of the voting rights attached to the Shares to requisition or join in requisitioning the convening of a General Meeting for the purpose of passing or rejecting (as the case may be) any resolution referred to in paragraph 1.1(a) or 1.1(b) above only in accordance with the Offeror's instructions;
- (d) after the posting of the Scheme Document (as defined in paragraph 8.1 below) to the shareholders of the Company (and without prejudice to any right I have to attend and vote

- (d) prior to the earlier of the Scheme becoming effective, the lapsing of the Scheme or its withdrawal and the lapsing of this undertaking, I will not, in my capacity as a shareholder of the Company, without the consent of the Offeror, requisition, or join in the convening or requisitioning of, any general or class meeting of the Company 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 Acquisition;
- (e) prior to the earlier of the Scheme becoming effective, the lapsing of the Scheme or its withdrawal and the lapsing of this undertaking, except as a result of the exercise of any Awards, I will not acquire any shares or other securities of the Company (or any interest therein) and, if any such shares, securities or interest 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.

2.2 The representations, warranties and undertakings set out in paragraph 2.1 shall not be extinguished or affected by the acquisition of the Shares pursuant to the Acquisition.

3 Publicity and Documentation

3.1 I consent to the issue of the Press Announcement incorporating references to me and to this undertaking in the terms set out in the Press Announcement, subject to any amendments which may be agreed by me or on my behalf by a member of the board of directors of the Company.

3.2 I understand and agree that, in accordance with the Code, particulars of this undertaking and disclosable holdings of, and dealings in, relevant securities of the Company will need to be publicly disclosed and will also be contained in the Scheme Document and that copies of this undertaking will be available for inspection in accordance with Rule 26 of the Code.

3.3 I will as soon as practicable notify the Offeror in writing upon becoming aware of any change in the accuracy of any information supplied, or representation or warranty given, to the Offeror under this undertaking.

4 Power of Attorney

If by 5:30 p.m. (London time) on the tenth business day after posting of the Scheme Document I have not executed the relevant forms of proxy (or otherwise made a valid proxy appointment and given valid proxy instructions), 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 any form of proxy required by the Offeror appointing any person nominated by the Offeror to attend and vote on any resolution as is referred to in paragraph 1.1(a) or 1.1(b) above (or to execute a form or forms of acceptance which relate to the Offer, as the case may be) and/or to execute such other documents and to do such other acts and things as may be necessary to give effect to my obligations hereunder in respect of the Shares.

5 Specific Performance

Without prejudice to any other rights or remedies that the Offeror may have, I recognise and

acknowledge that if I should fail to perform my obligations in accordance with this undertaking, or should otherwise be in breach of any of those obligations, damages would not be an adequate remedy and that the Offeror shall be entitled to the remedies of injunction, specific performance and other equitable relief and that no proof of special damages shall be necessary for the enforcement of this undertaking.

6 Condition and lapse of undertaking

6.1 All obligations in this undertaking are conditional on the Press Announcement being released by 8.00 a.m. (London time) on 19 July 2019 (or such later date as the Company and the Offeror may agree).

6.2 If:

- (a) the condition set out in paragraph 6.1 is not met; or
- (b) after the Offeror releases the Press Announcement, the Panel consents to the Offeror not proceeding with the Acquisition; or
- (c) the Scheme Document is not despatched to the Company's Shareholders within 28 days (or such longer period as may be agreed between the Company and the Panel) after the date of the Press Announcement; or
- (d) the Scheme lapses or is withdrawn in accordance with its terms, or the Scheme does not become effective on or before the Long-stop Date (as defined in the Press Announcement) (other than in circumstances where the Offeror has, prior to such date, elected (in accordance with the co-operation agreement entered into between Stonegate Pub Company Limited, the Offeror and the Company) to exercise its right to proceed by way of an Offer and announced the same in accordance with the requirements of Paragraph 8 of Appendix 7 to the Code, the Offer document has been despatched within 28 days of the date of issue of such announcement (or such longer period as the Panel may agree), and such Offer has not lapsed or been withdrawn); or
- (e) any competing offer for the entire issued and to be issued share capital of the Company is declared wholly unconditional or, if proceeding by way of scheme of arrangement, becomes effective; or
- (f) the Offeror announces, with the consent of the Panel, that it does not intend to make or 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; or
- (g) the Scheme lapses or is withdrawn in accordance with its terms and the Offeror publicly confirms that it does not intend to proceed with the Acquisition or to implement the Acquisition by way of an Offer,

this undertaking shall lapse but such lapse shall not affect any rights or liabilities under this undertaking in respect of any prior breach of this undertaking.

7 Offer alternative

I acknowledge that the Offeror reserves the right in certain circumstances to implement the Acquisition by way of an Offer. In the event that the Acquisition is implemented as an Offer, I confirm and agree that this undertaking shall continue to be binding in respect of the Shares and all

references to the Scheme shall, where the context requires, be read as references to the Offer (or to both the Scheme and the Offer, as appropriate). Without prejudice to the generality of the foregoing and for the avoidance of doubt, references in this undertaking:

- (a) to voting in favour of the Scheme and voting in favour of the resolutions to be proposed at the Court Meeting and/or the General Meeting shall be read and construed as including my acceptance of the Offer, which acceptance in such circumstances shall be tendered so as to be received by the Company's registrars by not later than 3:00 p.m. (London time) on the tenth business day after the date of despatch to shareholders of the Offer Document (or, in respect of any Shares subsequently acquired by me by not later than 3:00 p.m. (London time) on the tenth business day after such acquisition) and, notwithstanding that I may be entitled to withdraw any such acceptance(s) in respect of the Shares by virtue of any term of the Offer or pursuant to the Code, I shall not withdraw any such acceptance(s) and shall procure that any such acceptance(s) is/are not withdrawn;
- (b) to the Scheme becoming effective shall be read as references to the Offer becoming unconditional in all respects;
- (c) to the Scheme lapsing or being withdrawn shall be read as references to the lapsing or withdrawal of the Offer; and
- (d) to the Scheme Document shall be read as references to the Offer Document.

8 Interpretation, conditions and general

8.1 In this undertaking:

- (a) references to the **Acquisition** are to the proposed acquisition of the Company by the Offeror pursuant to the Scheme or the Offer, as the case may be;
- (b) references to **business day** are to a day not being a Saturday or a Sunday on which banks are open for business in the City of London;
- (c) references to the **Offer** (i) shall mean an offer by the Offeror for the entire issued and to be issued ordinary share capital of the Company by way of a takeover offer within the meaning of section 974 of the Companies Act 2006 substantially on the terms of the Press Announcement; and (ii) includes any extended, increased or revised offer by the Offeror for the acquisition of the Company, made wholly in cash in sterling, the terms of which, in the reasonable opinion of the Company's financial advisers are at least as favourable to shareholders of the Company as the terms set out in the Press Announcement;
- (d) references to the **Offer Document** shall mean the formal document containing the Offer and shall (where appropriate) include and extend to any related or ancillary document including any such document required to comply with any applicable law or regulation;
- (e) references to the **Scheme** shall mean the scheme of arrangement to implement the Acquisition under Part 26 of the Companies Act 2006 substantially on the terms of the Press Announcement (and includes any extended, increased or revised scheme for the acquisition of the Company, made wholly in cash in sterling, the terms of which in the reasonable opinion of the Company's financial advisers are at least as favourable to shareholders of the Company as the terms set out in the Press Announcement); and

- (f) references to the **Scheme Document** shall mean the formal document containing the Scheme and shall (where appropriate) include and extend to any related or ancillary document including any such document required to comply with any applicable law or regulation.

8.2 Nothing in this undertaking shall oblige the Offeror to announce or make the Acquisition.

8.3 With regard to any of the Shares not registered in my name, this undertaking is intended to secure that the registered holder(s) will approve the Scheme in respect of the Shares and the confirmations, representations, warranties and undertakings contained in this undertaking are given by me on behalf of such registered holder(s) and I undertake to ensure the compliance by such person(s) with those confirmations, representations, warranties and undertakings.

8.4 This undertaking shall be binding on my estate and personal representatives.

8.5 No term of this undertaking is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this undertaking.

8.6 This undertaking contains the whole agreement between the Offeror and me relating to the subject matter of this undertaking at the date hereof to the exclusion of any terms implied by law which may be excluded by contract. I acknowledge that I have not been induced to sign this undertaking by any representation, warranty or undertaking not expressly incorporated into it.

8.7 Any time, date or period mentioned in this undertaking may be extended by agreement between all the parties hereto or otherwise as provided herein but as regards any time, date or period originally fixed or so extended as aforesaid time shall be of the essence.

9 **Governing law and jurisdiction**

9.1 This undertaking and any non-contractual obligations connected with it shall be governed by and construed in accordance with English law.

9.2 I hereby irrevocably:

- (a) agree that the courts of England and Wales are to have exclusive jurisdiction, and that no other court is to have jurisdiction to: (i) determine any claim, dispute or difference arising under or in connection with this undertaking or in connection with the negotiation, existence, legal validity, enforceability or termination of this undertaking, whether the alleged liability shall arise under the law of England and Wales or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts ("**Proceedings**"); and (ii) grant interim remedies, or other provisional or protective relief; and
- (b) submit to the exclusive jurisdiction of such courts and accordingly any Proceedings may be brought against me or any of my assets in such courts.

Schedule 1

Ownership of the Company Shares

Registered and beneficial holdings of Shares

(1) Registered Holder	(2) Beneficial Owner	(3) Number of Shares
Adam Peter Fowle	Adam Peter Fowle	100,000

