

**DEED OF IRREVOCABLE UNDERTAKING
- CHRISTOPHER PALMER-TOMKINSON**

To: Tex Holdings Plc (the “Company”)
 Claydon Business Park
 Gipping Road
 Great Blakenham
 Ipswich
 Suffolk
 IP6 0NL

2 November 2020

Dear Sirs

Proposed subscription, open offer, loan conversion and share buyback

I understand that it is proposed that the Company is seeking to raise capital via: (i) a subscription (the “**Subscription**”) for ordinary shares of £0.10 each in the capital of the Company (“**Shares**”), (ii) an open offer of Shares (the “**Open Offer**”), (iii) a loan conversion into new Shares (the “**Loan Conversion**”) and (iv) a buyback of Shares by the Company (the “**Share Buyback**”) (together, the “**Proposals**”).

The Proposals are summarised in a formal document (the “**Circular**”) to be sent by the Company to the holders of the ordinary shares of £0.10 each in the capital of the Company (“**Shareholders**”) substantially in the form of the proof attached as Schedule 2.

The Circular incorporates a notice (the “**Notice**”) convening an extraordinary general meeting of the Company (“**Extraordinary General Meeting**”) for the purpose of considering and, if thought fit, passing resolutions (the “**Resolutions**”) which are set out in the Notice to facilitate the Subscription, Open Offer, Loan Conversion and Share Buyback.

This undertaking sets out the terms and conditions on which I will, inter alia, vote in favour of the Resolutions.

Shareholdings

1. I represent and warrant to the Company that:
 - (a) I am the beneficial owner of the number of Shares shown in Schedule 1 (the “**Relevant Shares**”) and unless otherwise specified in Schedule 1, I am also the registered holder of the Relevant Shares (the Relevant Shares of which I am not the registered holder being known as “**Beneficial Shares**”);
 - (b) I have full power and authority to transfer the Relevant Shares, or in the case of the Beneficial Shares, cause the transfer of the Beneficial Shares, free of any encumbrances or third party rights of any kind whatsoever; and
 - (c) I have full power and authority (free from any legal or other restrictions), and will at all times continue to have all relevant authority, to enter into this undertaking and to perform the obligations under it.

Dealings and undertakings

2. I undertake to the Company that before this undertaking lapses in accordance with paragraph 10 below, I shall not:
- (a) sell, transfer, charge, encumber, grant any option or lien 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) any interest in any Relevant Shares or any other securities in the Company issued or unconditionally allotted to, or otherwise acquired by me before then (“Further Shares”);
 - (b) enter into any agreement or arrangement, incur any obligation or give any indication of intent:
 - (i) to do any of the acts referred to in paragraph 2(a);
 - (ii) in relation to, or operating by reference to, the Relevant Shares or any Further Shares; or
 - (iii) which, in relation to the Relevant Shares or any Further Shares, would or might restrict or impede me voting in favour of the Proposals (in circumstances where I am permitted by law to vote in favour of the Proposals),

and for the avoidance of doubt, references in this paragraph 2(b) to any agreement, arrangement, obligation or indication of intent include any agreement, arrangement, obligation or indication of intent whether or not legally binding or subject to any condition or which is to take effect if the Proposals lapse or are withdrawn or if this undertaking ceases to be binding or following any other event.

3. I undertake to cause the registered holder of any Beneficial Shares to comply with the undertakings in paragraph 2 above in respect of the Beneficial Shares.

Undertaking to vote in favour of the Resolutions

4. I hereby irrevocably and unconditionally undertake that I shall:
- (a) exercise all voting rights attaching to the Relevant Shares and any Further Shares to vote in favour of all of the Resolutions to be proposed at the Extraordinary General Meeting or at any adjournment of the Extraordinary General Meeting, and furthermore shall (or shall procure that the registered holder of the Beneficial Shares shall) vote against any resolution on which I or the registered holder are/is entitled to vote (whether procedural or otherwise) which might in any way conflict with the implementation of the Proposals or the passing of any of the Resolutions;
 - (b) not later than five business days from the posting of the Circular together with any accompanying form of proxy (the “Form of Proxy”), lodge such Form of Proxy in respect of the Extraordinary General Meeting instructing the chairman of the Extraordinary General Meeting to vote in favour of the Resolutions to be proposed at the Extraordinary General Meeting (and shall not thereafter alter the directions given in such Form of Proxy) with the Company (or as otherwise directed on such Form of Proxy) or otherwise complete and transmit or procure the completion and transmission of a CREST proxy instruction instructing the chairman of the Extraordinary General Meeting to vote in favour of the relevant

Resolutions (and shall not thereafter alter the directions given in such CREST proxy instruction);

- (c) not revoke the terms of any proxy submitted in accordance with paragraph (b), either in writing or by attendance at the Extraordinary General Meeting or otherwise; and
- (d) to the extent that I am not the registered holder of any of the Beneficial Shares, cause the registered holder of such Beneficial Shares to comply with the undertakings in paragraphs 4(a) to (c) in respect of such Beneficial Shares.

Documentation

- 5. I consent to the inclusion of references to me and the registered holder of any Beneficial Shares, and particulars of this undertaking and my holdings of relevant securities of the Company being included in the Circular, and any announcement made, or other document issued, by or on behalf of Company in connection with the Proposals.
- 6. I shall promptly give you all information and any assistance as you may reasonably require for the preparation of the Circular and any announcement to be made, or other document to be issued, by or on behalf of the Company in connection with the Proposals in order to comply with the requirements of the High Court of England and Wales, the Companies Act 2006, the London Stock Exchange or any other legal or regulatory requirement or body to which I and/or the Company are subject (the "Authorities"). I shall immediately notify you in writing of any change in the accuracy or impact of any information previously given to you.

Secrecy

- 7. Subject and save to the extent required by the Authorities, I shall keep secret:
 - (a) the possibility, terms and conditions of the Proposals and the existence of this undertaking until a press announcement is released; and
 - (b) the terms of this undertaking until the Circular is posted,

provided that I may disclose the same to the Company and its advisers and the registered and beneficial owners of the Shares and my and their advisers and I shall take all steps in my power to procure that they observe secrecy in the same terms. The obligations in this paragraph 7 shall survive termination of this undertaking.

- 8. I understand that the information you have given to me in relation to the Proposals must be kept confidential until an announcement is released or the information has otherwise become generally available. To the extent any of the information is inside information for the purposes of the Criminal Justice Act 1993, the Financial Services and Markets Act 2000 (as amended) or the Market Abuse Regulation (Regulation 596/2014) I will comply with the applicable restrictions in those enactments on dealing in securities and disclosing inside information.

Time of the Essence

- 9. Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

EDPT

3, November

Lapse of undertaking

10. This undertaking shall automatically lapse if the Circular is not despatched by [●] 2020. If this undertaking lapses, neither the Company nor I shall have any claim under this undertaking other than in respect of any pre-existing breach of this undertaking.

Power of attorney

11. In order to secure the performance of my obligations under this undertaking, I appoint any director of the Company as my attorney if I fail to comply with any of my obligations in this undertaking, in my name and on my behalf to do all things and to execute all deeds and other documents as may be necessary or desirable to ensure compliance with such undertakings in respect of any of the Shares and any Further Shares (as appropriate).
12. I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 Powers of Attorney Act 1971 until this undertaking lapses in accordance with paragraph. 10

Nature of Obligations

13. I agree that, if I fail to comply with any of the undertakings in paragraph 4 or breach any of my other obligations under this undertaking, damages may not be an adequate remedy and accordingly the Company shall be entitled to seek the remedies of specific performance, injunction or other equitable relief.

Successors and assigns

14. This undertaking shall be binding on my successors and assigns.

Rights of third parties

15. The parties to this undertaking agree that none of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

Governing Law

16. This undertaking, and any non contractual obligations arising out or in relation to it, shall be governed by and construed in accordance with English law and I submit to the exclusive jurisdiction of the English courts for all purposes in connection with this undertaking.

This Deed of Undertaking has been executed and delivered as a deed on the date first above written.

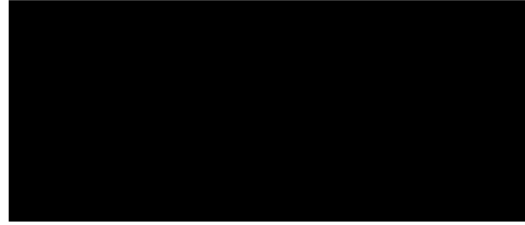
SCHEDULE

Registered and Beneficial Holdings of Shares

LUNA NOMINEES L^{td}

Beneficial and Registered Holder	Number of Ordinary Shares of 10 pence each
↓ Christopher Palmer-Tomkinson	180,000

SIGNED and DELIVERED as a deed by)
CHRISTOPHER PALMER-TOMKINSON)
in the presence of:)



Witness

Signature

Name

Address

Occupation

