

PLEASE ENSURE THAT YOU READ THIS ENTIRE FORM OF INSTRUCTION, INCLUDING THE TERMS AND CONDITIONS, BEFORE COMPLETING ANY PART OF IT. Terms defined in the Offer Document and in the accompanying joint letter from Franchise Brands and Filta dated 22 February 2022 (“the Letter”) have the same meanings in this Form of Instruction.

FORM OF INSTRUCTION

This Form of Instruction should be completed and returned to Harriet Morley at Filta’s registered office, The Locks, Hillmorton, Rugby, Warwickshire, CV21 4PP, **to arrive as soon as possible and in any event no later than 5.00 p.m. on 14 March 2022 to take advantage of the “cashless exercise” facility set out in 2(ii) below or within 21 days of the Offer becoming or being declared wholly unconditional (such deadline currently expected to be 29 March 2022).**

If you have any questions concerning this Form of Instruction or how to complete it, or require a replacement Form of Instruction for any reason, please contact Harriet Morley on . If you are in any doubt as to what to do, you should contact an independent financial adviser.

YOUR PERSONAL DETAILS BOX	
Surname:	
Forename(s):	
Address for share registration purposes:	
Work telephone number and email address:	

1. Exercise of your Option(s) and accept the Offer

By signing and returning this Form of Instruction, you confirm your wish to exercise all of your Option(s), to the fullest extent possible, conditional upon the Offer becoming or being declared wholly unconditional and to take effect no later than 21 days thereafter.

By completing this Form of Instruction and exercising your Option(s), you are also accepting the Offer in respect of the resulting Filta Shares, conditional upon the Offer becoming or being declared wholly unconditional.

2. Payment of exercise price

By signing and returning this Form of Instruction, you confirm your wish to exercise all of your Option(s) to the fullest extent possible. In order to exercise your Options you must either:

- i) Self-fund the exercise price of the Options and pay the exercise price to Filta, which can be paid via banker transfer to The Filta Group Holdings plc (sort code: , account number) or by cheque to The Filta Group Holdings plc, as soon as possible and within 21 days of the Offer becoming or being declared wholly unconditional (such deadline currently expected to be 29 March 2022) and the exercise of Option(s) will take effect shortly thereafter but must be paid for in full in accordance with 2(i) of the Form of Instruction; or
- ii) by 14 March 2022, elect to pay the exercise price using a cashless exercise facility whereby such number of new Filta Shares issued upon your Option exercise will be sold in the market to cover your exercise cost, with the proceeds of such sale being remitted to Filta. The resulting net Filta Shares will then be deemed to have accepted the Proposal on the terms set out in the Letter. **Please note that this option shall only be available for as long as Filta’s shares remain traded on AIM, the final date for which is expected to be as soon as practicable after 15 March 2022. In the event that the Company has not been able to sell your shares to cover your exercise cost prior to this point, then you must pay your exercise price pursuant to option i) above, if you still wish to proceed with exercising.**

Following the exercise of options the appropriate Offer Consideration, depending on whether you have paid the full exercise price or elected to utilise the cashless exercise facility, shall then be transferred in due course by way of the issue and allotment to you (as per the details you set out in the box above) of New Franchise Brands Shares in replacement of your Filta Shares resulting from the exercise of Option(s).

Should you wish to exercise your Option(s) and not accept the Offer but wish to sell your Filta shares in the market, please contact Filta who will endeavour to make such arrangements via its broker, Cenkos Securities plc.

3. Confirmation of payment

Tick the appropriate box below to confirm how you will be paying for the exercise of your Option(s):

Please tick one box below:	Payment option
	<p>i) Self-fund the Option exercise price from my own resources I understand that by selecting this option I must pay to Filta the full price to exercise my Option(s) and that my Option(s) will not be capable of being exercised unless such amount is received in immediately available cleared funds by Filta in Filta's Account within 21 days of the Offer becoming or being declared wholly unconditional (such deadline currently expected to be 29 March 2022)</p>
	<p>ii) Use the cashless exercise facility (this option is only available until 5.00 p.m. on 14 March 2022) I understand that by selecting this option that Filta will endeavour to sell in the market such number of Filta Shares on my behalf as is required to pay to Filta the full price to exercise my Option(s), through its broker Cenkos Securities.</p>

4. Your Signature

I have read, understood and agree to all the terms and conditions in this Form of Instruction, in the Letter, in the Offer Document and acknowledge that such terms and conditions are incorporated into this Form of Instruction.

Signed and delivered as a deed.

.....
Your signature

.....
Full name of your witness
(who should not be related to you and should be aged 18 years or over)

.....
Date

.....
Signature of your witness

.....

.....

.....
Address of your witness

Please send the completed Form of Instruction to Filta AS SOON AS POSSIBLE AND IN ANY EVENT SO AS TO ARRIVE BY NO LATER THAN 5.00 P.M. ON 14 MARCH 2022 (to take advantage of the cashless exercise facility) OR WITHIN 21 DAYS OF THE OFFER BECOMING OR BEING DECLARED WHOLLY UNCONDITIONAL (SUCH DEADLINE CURRENTLY EXPECTED TO BE 29 MARCH 2022).

Please take a copy of your completed Form of Instruction for your records.

TERMS AND CONDITIONS

1. By completing and returning the Form of Instruction you:
 - (a) confirm that you are entitled to exercise your Option(s) and acknowledge that you are an employee or director of a company participating in the Scheme in accordance with the rules of the Scheme or are otherwise entitled to exercise your Option(s);
 - (b) confirm that your Option(s) has/have not lapsed and is/are valid and free from all mortgages, liens and any third party interests;
 - (c) confirm that the decisions which you have made on the Form of Instruction are irrevocable and cannot be withdrawn or altered;
 - (d) authorise each of Franchise Brands and Filta, jointly and severally, and any director or officer of Franchise Brands and/or Filta or any person nominated by them as your attorney on your behalf to do all acts and things and to execute any document or provide any certification that may be necessary or desirable to give effect to or in consequence of the elections and acceptances you have made on this Form of Instruction, and you hereby undertake to execute any further documents that may be required in connection with such elections and acceptances;
 - (e) confirm that all powers of attorney and authorities under the terms of the Form of Instruction are given by way of security for the performance of your obligations and cannot be withdrawn or altered in accordance with Section 4 of the Powers of Attorney Act 1971;
 - (f) undertake to confirm and ratify any action properly or lawfully taken on your behalf by any attorney appointed by or pursuant to this Form of Instruction;
 - (g) confirm that you have read, understood and agree to the terms set out in the Offer Document, the Letter and this Form of Instruction (including these terms and conditions) and that you had the opportunity to review the Offer Document and the Letter;
 - (h) acknowledge that neither Franchise Brands nor Filta will be responsible for any consequential loss in the event of this Form of Instruction being incorrectly completed or where Filta has been unable to obtain clarification of your instructions;
 - (i) accept that documents or payments sent by, to or from you in connection with your Option(s) will be sent at your own risk. All correspondence will be sent to the address set out on the front page of this Form of Instruction and payments will be made into the bank account into which your salary is paid; and
 - (j) confirm that you do not hold any further rights to acquire Filta shares, or otherwise that any such rights shall lapse from the date hereof.
2. By completing, executing and returning this Form of Instruction in relation to your Option(s), conditional upon the Offer becoming or being declared wholly unconditional, you hereby irrevocably:
 - (a) agree to exercise all of your Option(s), to the fullest extent possible, such exercise to take effect by 29 March 2022 and that the balance of your Option(s) will immediately lapse for no consideration;
 - (b) accept the Offer (such acceptance to take effect on the same date as your Option(s) is exercised) in respect of the Filta Shares acquired by you on the terms set out or referred to in the Offer Document, the Letter and this Form of Instruction;
 - (c) acknowledge that your Filta Shares will be acquired by Franchise Brands, pursuant to the terms of the Offer, for an amount equal to the Offer Consideration for each Filta Share that you acquire on the exercise of your Option(s);
 - (d) accept that the Form of Instruction will be of no effect unless it is duly completed and received by Filta no later than 5.00 p.m. on 14 March 2022 to take advantage of the "cashless exercise" facility set out in 2(ii) in the Form of Instruction or within 21 days of the Offer becoming or being declared wholly unconditional, save that Filta, subject to the agreement of Franchise Brands, reserves the right, at its discretion, to accept any Form of Instruction which is not duly completed or received by this date;
 - (e) authorise Filta to procure the registration of the transfer of the Filta Shares and the delivery of a certificate in respect of those Filta Shares to Franchise Brands or as it may direct; and
 - (f) agree to pay via bank transfer, cheque or the cashless exercise facility on the terms set out in the Letter and this Form of Instruction in respect of all of your Option(s).

