

AGENCY FEE LETTER

From: Coöperatieve Rabobank U.A.
as Agent under the Facilities Agreement (as defined below)



To: Greencore UK Holdings Limited

Greencore Manton Wood
Retford Road
Manton Wood Enterprise Park
Worksop
England, S80 2RS

For the attention of:

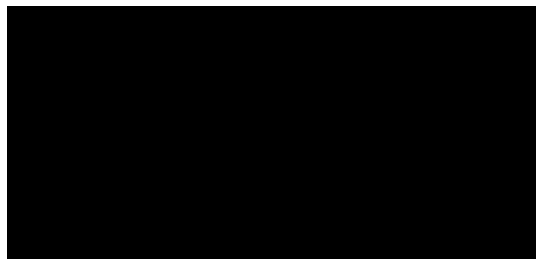


15 May 2025

Term loan facilities agreement dated on or about the date of this letter between, among others, Greencore Group plc (as guarantor), Greencore UK Holdings Limited (the “Borrower”) and Coöperatieve Rabobank U.A. as agent (the “Agent”) (the “Facilities Agreement”)

1. We refer to the Facilities Agreement. Capitalised terms used in the Facilities Agreement have, unless expressly defined in this letter, the same meaning in this letter. This is the Fee Letter referred to in clause 12.4 (*Agency fee*) of the Facilities Agreement.
2. The Borrower must pay to the Agent (for its own account), annually in advance with the first payment being due within three Business Days of the date of the Facilities Agreement (the “**Signing Date**”) and thereafter on each anniversary of the Signing Date, an agency fee of £35,000 per annum in accordance with paragraph 4 below (the “**Agency Fee**”).
3. The Agency Fee shall be payable annually in advance in accordance with paragraph 2 above for so long as any amount is outstanding under the Facilities Agreement or any Commitment is in force, in clear and freely available funds to the following account of the Agent (or such other account as may be notified to you by us or any successor Agent from time to time):

Bank:
Correspondent:
IBAN:
Swift Code:
Attention:
Ref.:



4. Subject to paragraph 5 below, any amount of the Agency Fee paid is non-refundable and non-creditable against other fees payable in connection with the Facilities Agreement.
5. If each Facility has been prepaid and/or cancelled in full in accordance with the terms of the Facilities Agreement on a date other than an anniversary of the Signing Date and/or the Agent resigns or is replaced as Agent pursuant to clauses 26.12 (*Resignation of the Agent*) and 26.13 (*Replacement of the Agent*) of the Facilities Agreement, the Agent shall only be entitled to retain the portion of the Agency Fee for the period from the immediately preceding Signing Date to (and including) the date of such prepayment and/or cancellation and/or resignation or replacement of the Agent, and the remaining portion of such Agency Fee for that year will be rebated to the Borrower by the Agent within 10 Business Days of such prepayment or cancellation in full.
6. A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this letter.
7. This letter is a Fee Letter and a Finance Document.
8. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.
9. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this letter (including a dispute relating to any non-contractual obligations arising out of or in connection with this letter).

Please confirm your agreement to the terms of this letter by signing where indicated below.

[signature pages follow]

Yours faithfully,

The Agent

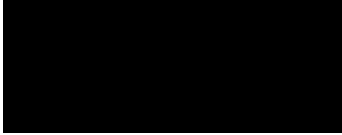
For and on b
Coöperatieve
as Agent und



Form of Acknowledgement

We agree to the above.

The Borrower



For and on behalf of
Greencore UK Holdings Limited

Date: 15 May 2025