

From: Coöperatieve Rabobank U.A. (the “**Agent**”)



To: Greencore Group plc (the “**Company**”)

Fourth Floor, Block Two
Dublin Airport Central
Dublin Airport
Co. Dublin
Ireland, K67 E2H3

Greencore UK Holdings Limited (the “**Borrower**”)

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

For the attention of: 

Copy: Each Lender under the Facilities Agreement (as defined below)

15 May 2025

Conditions Precedent Status Letter

1. Introduction

- 1.1 We refer to the £825,000,000 term loan facilities agreement dated 15 May 2025 and entered into between, amongst others, the Company, the Borrower, the Agent and the other financial institutions defined therein as the Original Lenders (the “**Facilities Agreement**”).
- 1.2 Capitalised terms used in this letter and not otherwise defined have the meanings given to them in the Facilities Agreement.
- 1.3 This letter is a Finance Document.

2. Confirmation

- 2.1 We refer to clause 4.1 (*Conditions precedent*) of the Facilities Agreement and to the conditions precedent set out in Part IA (*Conditions Precedent*) and Part IB (*Certain funds*) of Schedule 2 (*Conditions Precedent*) to the Facilities Agreement (the “**CP Schedule**”).
- 2.2 We, in our capacity as Agent, confirm that:

- (A) we have received all of the documents and other evidence listed in Part IA (*Conditions Precedent*) of the CP Schedule in form and substance satisfactory to us and accordingly, other than those conditions described in paragraph (B) below, all conditions precedent to the availability of the Facilities (as specified in the CP Schedule) have been unconditionally and irrevocably satisfied;
- (B) we have received a draft certificate from the Company confirming each of the matters listed in paragraph (b) of Part IB (*Certain funds*) of the CP Schedule which is in agreed form and, once duly executed by an authorised signatory of the Company and delivered to us (along with copies of the documents specified in paragraph (a) of Part IB (*Certain funds*) of the CP Schedule), will satisfy all conditions precedent in Part IB (*Certain funds*) of the CP Schedule; and
- (C) following receipt of the duly executed certificate described in paragraph (B) above, we will promptly confirm to the Company that (pursuant to clause 4.1 (*Conditions precedent*) of the Facilities Agreement) all conditions precedent to the availability of the Facilities (as specified in the CP Schedule) have been unconditionally and irrevocably satisfied.

3. Miscellaneous

- 3.1 This letter is issued solely in order to inform you of the present status of the conditions precedent and other evidence required to be delivered pursuant to Part IA (*Conditions Precedent*) and Part IB (*Certain Funds*) of the CP Schedule. It is not and should not be taken to be a waiver of any rights which the Finance Parties may have under the Facilities Agreement.
- 3.2 This letter and any non-contractual obligations arising out of or in connection with this letter are governed by, and shall be construed in accordance with, English law.

[Signature page follows]

Yours faithfully,

The Agent

[Signature page to CP status letter]