

**THE COMPANIES ACT 2006**  
**A PUBLIC COMPANY LIMITED BY SHARES**

**COMPANY NO. 10986940**

**SPECIAL RESOLUTION**

**of**

**Bakkavor Group plc**

**(the *Company*)**

**Passed on 7 July 2025**

At the general meeting of the above-named Company, duly convened and held at Fitzroy Place, 5th Floor, 8 Mortimer Street, London W1T 3JJ on 7 July 2025 at 3.00 p.m., the following resolution was passed as a special resolution of the Company:

**SPECIAL RESOLUTION**

**THAT:**

- (a) for the purpose of giving effect to the scheme of arrangement dated 12 June 2025 between the Company and the holders of the Scheme Shares (as defined in the said scheme), a print of which has been produced to this meeting and for the purpose of identification signed by the Chair hereof, in its original form or subject to any modification, addition or condition agreed between the Company and Greencore and approved or imposed by the High Court of Justice in England and Wales (the "**Scheme**"), the directors of the Company (or a duly authorised committee thereof) be authorised to take all such action as they may consider necessary or appropriate for carrying the Scheme into effect; and
- (b) with effect from the passing of this resolution, the articles of association of the Company be amended by the adoption and inclusion of the following new Article 220:

**"220. SCHEME OF ARRANGEMENT**

- (a) For the purposes of this Article 220:
  - "**Bakkavor Scheme**" means the scheme of arrangement dated 12 June 2025 under Part 26 of the Act between the Company and the Scheme Shareholders (as defined in the Bakkavor Scheme), in its original form or with or subject to any modification, addition or condition approved or imposed by the High Court of Justice of England and Wales;
  - "**Base Consideration**" has the meaning given in the Bakkavor Scheme;
  - "**Greencore**" means Greencore Group plc, a public limited company incorporated in Ireland with registration number 170116 whose

registered office is at Fourth Floor, Block Two, Dublin Airport Central, Dublin Airport, Co Dublin, K67 E2H3, Ireland; and

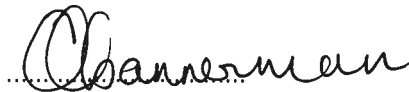
- **"New Greencore Shares"** means ordinary shares with a nominal value of 1 pence each in the capital of Greencore, which have the rights set out in the articles of association of Greencore.
- (b) Notwithstanding any other provision of these Articles or the terms of any resolution, whether ordinary or special, passed by the Company in any general meeting, if the Company issues or transfers any shares (other than to Greencore and/or any subsidiary of Greencore) at any time on or after the adoption of this Article 220 and at or prior to the Scheme Record Time (as defined in the Bakkavor Scheme), such shares shall be issued or transferred subject to the terms of the Bakkavor Scheme and the original or subsequent holder or holders of such shares shall be bound by the Bakkavor Scheme accordingly.
- (c) Notwithstanding any other provision of these Articles, subject to the Bakkavor Scheme becoming effective, any shares issued or transferred out of treasury to any person (other than to Greencore and/or any subsidiary of Greencore) after the Scheme Record Time (a **"New Member"**) (each a **"Post-Scheme Share"**) shall be issued or transferred on terms that they shall (on the Effective Date (as defined in the Bakkavor Scheme) or, if issued later, on issue (but subject to the terms of paragraphs (d) and (e) of this Article 220)), be immediately transferred to Greencore (the **"Purchaser"**), who shall be obliged to acquire each Post-Scheme Share in consideration for the Base Consideration to which a New Member would have been entitled had such Post-Scheme Share been a Scheme Share.
- (d) Any New Member (other than, for the avoidance of doubt, a person who becomes a New Member by virtue of a transfer pursuant to this paragraph (d)) may, prior to the issue or transfer of Post-Scheme Shares to that New Member pursuant to the exercise of an option or satisfaction of an award under one of the Bakkavor Share Plans, give not less than two business days' written notice to the Company in such manner as the board shall prescribe of their intention to transfer some or all of such Post-Scheme Shares to their spouse or civil partner and may, if such notice has been validly given, on such Post-Scheme Shares being issued or transferred to them, immediately transfer to their spouse or civil partner any such Post-Scheme Shares, provided that such Post-Scheme Shares will then be immediately transferred by that spouse or civil partner (as applicable) to the Purchaser pursuant to paragraph (c) of this Article 220. If notice has been validly given pursuant to this paragraph (d) but the New Member does not immediately transfer to their spouse or civil partner the Post-Scheme Shares in respect of which notice was given, such shares will be transferred to the Purchaser pursuant to paragraph (c) of this Article 220.
- (e) On any reorganisation of, or material alteration to, the share capital of the Company or Greencore (including, without limitation, any subdivision and/or consolidation) carried out after the Effective Date, the value of the consideration per Post-Scheme Share to be paid under paragraph (c) of this Article 220 shall be adjusted by the Company in such manner as the auditors of the Company may determine to be appropriate to reflect such reorganisation or alteration. References in this Article 220 to such shares shall, following such adjustment, be construed accordingly.

- (f) New Greencore Shares allotted or transferred to any New Member pursuant to paragraph (c) of this Article 220 shall not be allotted or transferred as fractions of shares but any fraction of a share to which the New Member would otherwise have been entitled shall be rounded down to the nearest whole number of such shares (which may be zero). Any fraction of a New Greencore Share to which a New Member would otherwise have become entitled shall be aggregated with such fractional entitlements of any other New Members whose shares are being transferred under this Article 220 on the same date and the maximum whole number of Greencore Shares resulting therefrom shall be allotted and/or issued to a person appointed by the Purchaser. Such Greencore Shares shall then be sold in the market as soon as practicable after their allotment and/or issue, and the net proceeds of such sale (after deduction of all expenses and commissions incurred in connection with such sale, including any value added tax) shall be paid in Pounds Sterling to the persons who would otherwise have been entitled to such fractions in due proportions (rounded down to the nearest penny), save that entitlements to amounts less than £5.00 shall be retained for the benefit of Greencore.
- (g) To give effect to any transfer of Post-Scheme Shares required pursuant to paragraph (d) of this Article 220, the Company may appoint any person as attorney and/or agent for the New Member to transfer the Post-Scheme Shares to the Purchaser and do all such other things and execute and deliver all such documents or deeds as may in the opinion of such attorney or agent be necessary or desirable to vest the Post-Scheme Shares in the Purchaser and pending such vesting to exercise all such rights attaching to the Post-Scheme Shares as the Purchaser may direct. If an attorney or agent is so appointed, the New Member shall not thereafter (except to the extent that the attorney or agent fails to act in accordance with the directions of the Purchaser) be entitled to exercise any rights attaching to the Post-Scheme Shares unless so agreed in writing by the Purchaser. The attorney or agent shall be empowered to execute and deliver as transferor such form(s) of transfer or other instrument(s) or instruction(s) of transfer, or otherwise give any instruction(s) to transfer, the Post-Scheme Shares on behalf of the New Member (or any subsequent holder) in favour of the Purchaser and the Company may give a good receipt for the consideration for the Post-Scheme Shares and may register the Purchaser as holder thereof and issue to it certificate(s) for the same. Each such form of transfer or other instrument or instruction shall be deemed to be the principal instrument of transfer of the relevant Post-Scheme Shares and the equitable or beneficial interest in the Post-Scheme Shares shall only be transferred to Greencore, together with the legal interest in such Post-Scheme Shares, pursuant to such form(s), instruction(s) or instrument(s) of transfer. The Company shall not be obliged to issue a certificate to the New Member for the Post-Scheme Shares. The Purchaser shall settle the Base Consideration due to the New Member as if they had been a Scheme Shareholder under the Scheme.
- (h) Notwithstanding any other provision of this Article 220, if, in respect of any holder of Scheme Shares or Post-Scheme Shares, Greencore is advised that the allotment and issue and/or transfer of Greencore Shares pursuant to this Article 220 would or may infringe the laws of any jurisdiction, or would or may require Greencore to comply with any governmental or other consent or any registration or filing or other formality with which Greencore is unable to comply or compliance with which Greencore regards as unduly onerous, Greencore may in its sole discretion determine that such Greencore Shares shall be sold on behalf of the person entitled thereto, by instructing a broker to obtain the best price which can reasonably be obtained at the time of sale

and the net proceeds of such sale (after the deduction of all expenses and commissions incurred in connection with such sale including any amounts in respect of value added tax payable thereon) shall be paid to such person in the manner determined by Greencore. In the absence of bad faith or wilful default, none of the Company, Greencore or any broker or agent of either of them shall have any liability for any loss arising as a result of the timing or terms of any such sale.

- (i) If the Bakkavor Scheme shall not have become effective by the applicable date referred to in (or otherwise set in accordance with) clause 13(b) of the Bakkavor Scheme, this Article 220 shall cease to be of any effect.
- (j) Notwithstanding any other provision of these Articles, both the Company and the board shall refuse to register the transfer of any Scheme Shares effected between the Scheme Record Time and the Effective Date."

By Order of the Board:



**Annabel Tagoe-Bannerman**

**Group General Counsel & Company Secretary**

7 July 2025

Registered Office:

Fitzroy Place, 5<sup>th</sup> Floor

8 Mortimer Street

London

W1T 3JJ

Registered in England and Wales number: 10986940