

## DEED OF IRREVOCABLE UNDERTAKING

(Non-Director Shareholders)

To: The Directors  
Associated British Foods plc ("Offeror")  
Weston Centre,  
10 Grosvenor Street  
London W1K 4QY

31 May 2023

### Offer for National Milk Records PLC (the "Company")

We, the undersigned, understand that the Offeror is considering the Acquisition (as defined below) substantially on the terms and conditions set out or referred to in a draft of the announcement (including, but not limited to, the offer price of 215 pence in cash per Offeree share), a copy of which is annexed hereto (the "Announcement"), to be made pursuant to Rule 2.7 of the City Code on Takeovers and Mergers (the "Code"), subject to such other terms and conditions as may be required by the Code and/or the requirements of the Financial Conduct Authority and London Stock Exchange plc, Aquis Stock Exchange Limited or any other relevant securities exchange), the High Court of Justice in England and Wales (the "Court"), any applicable law or regulation and/or as may be agreed between the Offeror and the Company.

All references in this undertaking to the "Acquisition" shall:

- (i) mean the proposed acquisition by or on behalf of the Offeror or any of its group companies of the shares in the Company, which acquisition may be by way of a scheme of arrangement (under Part 26 of the Companies Act 2006) (referred to in this undertaking as the "Scheme") or a takeover offer (within the meaning of section 974 of the Companies Act 2006) (referred to in this undertaking as an "Offer") and, if made by or on behalf of a group company of the Offeror, all references to the "Offeror" shall be deemed to include that group company; and
- (ii) include any revision or variation in the terms of such Acquisition as referred to in paragraph (i) above which represents no diminution in the value or terms of the Offer or Scheme (as the case may be).

#### 1 Warranties and undertakings

Subject to your announcing the Acquisition, under Rule 2.7 of the Code, by 5:00 p.m. on 16 June 2023 (or such later date as the Company and the Offeror may agree) and subject always to the provisions of paragraph 6(iv) below, we irrevocably and unconditionally undertake, represent, and warrant to the Offeror that:

- (i) we are the beneficial owner of (or am/are otherwise able to control the exercise of all rights attaching to, including voting rights and the ability to procure the transfer of), and/or am the registered holder of, the number of ordinary shares of 0.25p each in the capital of the Company set out in the first column of the table set out in the Appendix below (the "Shares", which expression shall include any other shares in the Company issued after the date hereof and attributable to or derived from such shares);

- (ii) we are not interested in, or otherwise able to control the exercise of rights attributable to, any shares or other securities of the Company other than those of which details are set out in the table in the Appendix below;
- (iii) we are able to transfer, or procure the transfer of, the Shares free from all liens, equities, charges, encumbrances, options, rights of pre-emption, and any other third party rights and interests of any nature;
- (iv) we shall not, and, if we are not the registered holder of some or all of the Shares, shall procure that any person holding the Shares shall not, prior to the earlier of the Acquisition becoming Effective (as defined in the Announcement) or lapsing:
  - (a) other than pursuant to the Acquisition sell, transfer, charge, encumber, grant any option 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 all or any of such Shares or Interest in such Share, or accept any other offer in respect of all or any of such Shares (in each case, whether conditionally or unconditionally);
  - (b) without the consent of the Offeror, convene or requisition, or join in convening or requisitioning, any general or class meeting of the Company;
  - (c) save for the Shares, acquire any shares or other securities of the Company (or any interest therein) unless the Panel on Takeovers and Mergers ("Panel") determines, and confirms to you, that: (i) in respect of such acquisition, we are not acting in concert with you under Note 9 in the definition of "acting in concert" set out in the Code; and (ii) such acquisition would not result in you or any person acting in concert with you being required to make a mandatory offer for the Company under Rule 9 of the Code, and provided that, if any such shares, securities or interest are acquired by me/us, such shares, securities or interest (as the case may be) shall be deemed to be included in the expression "Shares" for the purposes of this undertaking and we shall notify the Offeror promptly of any such acquisition and of any other dealing, disposal or change in the number of Shares; or
  - (d) other than pursuant to the Acquisition enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:
    - (I) in relation to, or operating by reference to, shares or other securities of the Company or any interest therein; or
    - (II) to do all or any of the acts referred to in paragraphs (a) to (c) (inclusive) above; or
    - (III) which would or might reasonably be expected to restrict or impede the Acquisition becoming Effective (as defined in the Announcement) or otherwise preclude me/us from complying with my/our obligations as set out in this undertaking,

and references in this paragraph (iv) to any agreement, arrangement or obligation shall include any such agreement, arrangement or obligation whether or not subject to any conditions or which is to take effect upon or following the Acquisition becoming Effective (as defined in the

Announcement) or lapsing or upon or following this undertaking ceasing to be binding or upon or following any other event; and

- (v) we have full power and authority and the right (free from any legal or other restrictions), and will at all times continue to have all relevant power and authority and the right, to enter into and perform my/our obligations under this undertaking in accordance with their terms.

## 2 Scheme

Subject to your announcing the Acquisition, under Rule 2.7 of the Code, by 5:00 p.m. on 16 June 2023 (or such later date as the Company and the Offeror may agree) and subject always to the provisions of paragraph 6(iv) below, we irrevocably and unconditionally undertake, if the Acquisition is implemented by way of the Scheme, to the Offeror that:

- (i) we have full power and authority to, and shall exercise, or, where applicable, procure the exercise of, all voting rights attaching to the Shares on any resolution (whether or not amended and whether put on a show of hands or a poll) which is proposed at any general meeting of the Company (including any adjournment thereof) ("General Meeting") or at any meeting of holders of shares in the Company convened by a Court (including any adjournment thereof) ("Court Meeting") which is necessary to implement the Acquisition (which shall include any resolution to approve the Scheme) in favour of any such resolution (or otherwise only in accordance with the Offeror's instructions);

- (ii) we have full power and authority to, and shall exercise, or, where applicable, procure the exercise of, all voting rights attaching to the Shares on any resolution (whether or not amended and whether put on a show of hands or a poll) which is proposed at any General Meeting or at any Court Meeting which:

- (a) would or might reasonably be expected to have any impact on the fulfilment of any condition to the Acquisition;

- (b) would or might reasonably be expected to impede or frustrate the Acquisition in any way (which shall include any resolution to approve a scheme of arrangement relating to the acquisition of any shares in the Company by a third party); or

- (c) would or might otherwise impact on the timing and/or implementation of the Acquisition,

in each case, only in accordance with the Offeror's instructions;

- (iii) we shall exercise, or, where applicable, procure the exercise of, all rights attaching to the Shares to requisition or join in the requisitioning of any general meeting of the Company for the purposes of voting on any resolution referred to under paragraph (i) or (ii) above, or to require the Company to give notice of any such meeting, only in accordance with the Offeror's instructions;

- (iv) for the purpose of voting on any resolution referred to under paragraph (i) or (ii) above, we shall, if required by the Offeror, execute any form of proxy required by the Offeror appointing any person nominated by the Offeror to attend and vote at the relevant meetings;

- (v) without prejudice to paragraph (iv), and in the absence of any such requirement by the Offeror, we shall after the posting of the circular to be sent to shareholders of the Company containing an explanatory statement in respect of the Scheme (the "Scheme Document") (and without prejudice to any right we have to attend and vote in person at the Court Meeting and the General Meeting to implement the Acquisition):
- (a) in respect of any Shares held in certificated form, return, or procure the return of, if applicable, the signed forms of proxy enclosed with the Scheme Document (completed and signed and voting in favour of the resolutions to implement the Acquisition) in accordance with the instructions printed on those forms of proxy; and/or
  - (b) in respect of any Shares held in uncertificated form, take or procure the taking of any action which may be required by the Company or its nominated representative in order to make a valid proxy appointment and give valid proxy instructions (voting in favour of the resolutions to implement the Acquisition),
- in each case as soon as possible and in any event within seven days after the publication of the Scheme Document; and
- (vi) we shall not amend, revoke or withdraw any such proxy once it has been returned in accordance with paragraph (v) above.

### 3 Offer

Subject to your announcing the Acquisition, under Rule 2.7 of the Code, by 5:00 p.m. on 16 June 2023 (or such later date as the Company and the Offeror may agree) and subject always to the provisions of paragraph 6(iv) below, we irrevocably and unconditionally undertake, if the Acquisition is implemented by way of an Offer, to the Offeror that:

- (i) upon such Offer being made, we will be able to accept or, where applicable, procure the acceptance of such Offer in respect of the Shares and to transfer, or procure the transfer of, the Shares free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature and together with all rights now or hereafter attaching or accruing to them, including voting rights and the right to receive and retain in full all dividends of any nature and other distributions (if any) hereafter declared, made or paid;
- (ii) we shall as soon as possible and in any event within seven days after the publication of the formal document containing such Offer (the "Offer Document") (or, in respect of any Shares allotted to or acquired by me/us after the posting of the Offer Document, within seven days of such allotment or acquisition) duly accept or procure acceptance of such Offer in accordance with its terms in respect of the Shares and shall take any action which may be required by the Offeror or its nominated representative to facilitate the valid acceptance of such Offer in respect of the Shares; and
- (iii) notwithstanding that the terms of the Offer Document will confer rights of withdrawal on accepting shareholders and the provisions of the Code on or any terms of the Offer regarding withdrawal, we shall not withdraw any acceptance of such Offer in respect of the Shares or any of them and shall procure that no rights to withdraw any acceptance in respect of such Shares are exercised.

#### **4 Publicity**

We acknowledge and consent to:

- (i) a copy of this letter being disclosed to the Panel;
- (ii) the Announcement being published containing references to us and the registered holder(s) of any of the Shares in which we have (or will have as the case may be) a beneficial interest and to this undertaking substantially in the terms set out in the Announcement;
- (iii) the inclusion of references to us and the registered holder(s) of any of the Shares in which we have (or will have as the case may be) a beneficial interest and to the particulars of this undertaking being set out in the Scheme Document and/or any Offer Document (if applicable) and any other announcement made, or document issued, by or on behalf of the Offeror in connection with the Acquisition; and
- (iv) this undertaking being published on a website as required by Rule 26.2 of the Code.

We further acknowledge that we are obliged to make appropriate disclosure under Rule 2.10(c) of the Code promptly after becoming aware that we will not be able to comply with the terms of this undertaking or no longer intend to do so.

#### **5 Secrecy**

5.1 We understand that until such time as the Acquisition is announced, the information we have received from you in connection with the Acquisition must be kept confidential, save as required by law or any rule of any relevant regulatory body or stock exchange or to the extent we are required to make such disclosure to the Company or its legal or professional advisors in connection with the Acquisition or to our own legal or other professional advisors, until the information has become generally or publicly available. If and to the extent any of the information is inside information for the purposes of the Criminal Justice Act 1993 or the EU Market Abuse Regulation (596/2014) (including as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018), we shall comply with the applicable restrictions in those enactments on dealing in securities and disclosing inside information.

5.2 We undertake not to disclose to any third party:

- (i) the existence or subject matter of this letter or the possibility of the Acquisition and/or its proposed terms; or
- (ii) details of our discussions relating to the Acquisition (whether before or after the release of the Announcement),

except in each case to the extent that such matters have been made public through the issue of the Announcement or, the Scheme Document, the Offer Document and any other announcement made, or document issued, by or on behalf of the Offeror and/or the Company in connection with the Acquisition. The obligations in this paragraph 5 shall survive termination of this letter.

#### **6 Miscellaneous**

- (i) In respect of the persons from whom we are to procure votes in favour of the resolutions to implement the Acquisition pursuant to paragraphs 2(i) or 2(ii) above or acceptance of the Offer pursuant to the terms of paragraph 3(i) above (as the case may be), we shall procure the observance by such persons of the terms hereof as if they were each specifically a party hereto.
- (ii) We irrevocably and by way of security for our obligations hereunder appoint any director for the time being of the Offeror to be our attorney to execute on our behalf, in respect of the Shares (as applicable), any proxy forms for any Court Meeting or General Meeting or forms of acceptance to be issued with any Offer Document, and to sign, execute and deliver any documents and to do all acts and things as may be necessary for or incidental to the voting of the Shares to facilitate the Acquisition, the acceptance of the Shares to the Offer (as the case may be) and/or the performance of our obligations under this undertaking, in circumstances where the performance of such actions or obligations by us would have not otherwise been fulfilled before the deadlines set out in this undertaking. We undertake to ratify any act properly performed by my attorney in accordance with the terms of this paragraph 6(ii). This power of attorney is given by way of security and is irrevocable in accordance with section 4 of the Powers of Attorney Act 1971 until such time as this letter lapses under paragraph 6(iv).
- (iii) This undertaking shall not oblige the Offeror to announce or proceed with the Acquisition.
- (iv) This undertaking shall cease to have any effect:
  - (a) if the Offeror shall not have announced, substantially in the form of the Announcement, a firm intention to proceed with the Acquisition by 5.00 p.m. on 16 June 2023 (or such later date as the Company and the Offeror may agree);
  - (b) if the Scheme Document or any Offer Document (as the case may be) has not been posted within 28 days of the issue of the Announcement (or within such longer period as the Panel may agree), provided that if the Acquisition was initially being implemented by way of a Scheme, and the Offeror elects to exercise its right to implement the Acquisition by way of an Offer or vice versa, the time period in this paragraph (b) shall be extended to refer to within 28 days of the issue of the press announcement announcing the change in structure (or such other date for the posting of the Offer Document or Scheme Document (as applicable) as the Panel may require);
  - (c) on the date on which the Acquisition (whether implemented by way of a Scheme or an Offer) is withdrawn or lapses in accordance with its terms, provided that this paragraph (c) shall not apply where the Acquisition is withdrawn or lapses as a result of the Offeror exercising its right, in accordance with the Code, to implement the Acquisition by way of an Offer rather than by way of a Scheme or vice versa;
  - (d) if the Scheme or any Offer (as applicable) has not, in accordance with the requirements of the Code, become Effective (as defined in the Announcement) on or before the Long Stop Date (as defined in the Announcement, including as such Long Stop Date may be extended as set out in the Announcement), provided that the Scheme or such Offer (as

applicable) shall not be treated as having failed to become Effective (as defined in the Announcement) as a result of the Offeror exercising its right, in accordance with the Code, to implement the Acquisition by way of an Offer rather than by way of the Scheme or vice versa;

- (e) if the Offeror announces that it does not intend to proceed with the Acquisition and no new, revised or replacement Scheme or Offer is announced by the Offeror in accordance with Rule 2.7 of the Code at the same time; or
- (f) any third party announces a firm intention to make an offer (whether made by way of a takeover offer or a scheme of arrangement) in accordance with the Code (a "Firm Third Party Offer") to acquire the entire issued and to be issued ordinary share capital of the Company (save for those shares in the Company already owned by such third party or by any person acting in concert with it) and the consideration payable for each share in the capital of the Company under such Firm Third Party Offer is at least 10.00 per cent. greater than the amount or value of consideration offered under the Acquisition) (a "Superior Proposal").
- (v) On the termination of this undertaking, we shall have no claim against the Offeror and the Offeror shall have no claim against us, save in respect of any prior breach thereof.
- (vi) This undertaking shall be governed by and construed in accordance with English law. Any matter, claim or dispute, whether contractual or non-contractual, arising out of or in connection with this undertaking is to be governed by and determined in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.
- (vii) Any time, date or period referred to in this letter may be varied by mutual agreement between the parties but, as regards any time, date or period originally fixed or so varied, time shall be of the essence.
- (viii) In this letter being **interested in** or having **interests in** shares or securities shall be interpreted in accordance with the Code and Part 22 of the Companies Act 2006.
- (ix) No term of this letter is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to it.
- (x) The invalidity, illegality or unenforceability of any provision of this letter shall not affect the continuation in force of the remainder of this letter.
- (xi) We intend this document to be a deed and execute and deliver it as a deed.

**APPENDIX**

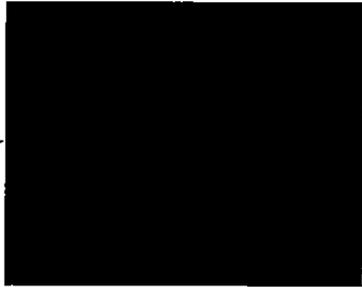
**Shares to which this undertaking relates**

<b>Number of Shares</b>	<b>Registered holder</b>	<b>Beneficial owner</b>
2,974,783	Aurora Nominees Ltd	High Street Partners, Ltd
3,335,217	Aurora Nominees Ltd	Working Capital Partners, Ltd

Note: Working Capital Advisors (UK) Ltd has executed this undertaking in its capacity as discretionary investment manager to each of Working Capital Partners, Ltd and High Street Partners, Ltd.

**IN WITNESS** whereof this undertaking has been executed and delivered as a deed on the date above mentioned.

Executed as a deed by )  
Working Capital Advisors (UK) Ltd., )  
acting by a director in the presence of: ) Director



Signature of witness [Redacted]

Name [Redacted]

Address [Redacted]

Occupation [Redacted]

