

**RPC GROUP 2008 PERFORMANCE SHARE PLAN**  
**and**  
**RPC GROUP DEFERRED BONUS PLAN**

**This Letter is important and explains the impact of the Acquisition on DBP and PSP options, phantoms and/or conditional awards and what you need to do. Please read it carefully.**

**The action you need to take depends on whether you hold options, phantoms or conditional awards. If you are unsure what you hold, please check your grant documentation.**

**If you hold options, please refer to Section 1 "Impact on options" on page 4 of this Letter. As you will see, you will need to make a decision about when you want to exercise your options.**

**More detail is set out in Section 1 but if you want to exercise on Court Sanction, the deadline for you to make your choice is 5pm UK time on 31 May 2019. Please note that all unexercised options will lapse in full one month after Court Sanction (unless they lapse earlier in accordance with their terms) so if you do nothing, your options will lapse and you will receive no value for them.**

**If you hold phantoms, please refer to Section 2 "Impact on phantoms" on page 8 of this Letter for information on what will happen to your phantoms.**

**If you hold conditional awards, please refer to Section 3 "Impact on conditional awards" on page 10 of this Letter for information on what will happen to your conditional awards.**

**THIS LETTER IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to the action you should take, you are recommended to seek your own financial advice immediately from your stockbroker, bank manager, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000, if you are in the United Kingdom, or from another appropriately authorised independent financial adviser if you are taking advice in a territory outside the United Kingdom.**



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24 April 2019

Dear Colleague

**Acquisition of RPC by Berry Bidco: how it affects your DBP and PSP options, phantoms and conditional awards**

As you know, RPC and Berry Bidco announced on 8 March 2019 that they had agreed the terms of a recommended cash acquisition of RPC by Berry Bidco.

This Letter tells you about the impact of the Acquisition on the options, phantoms and/or conditional awards you hold under the PSP and/or DBP, any choices you have assuming the Acquisition proceeds and what you need to do. **Once you have made your choice, you will not be able to change it.**

At the back of this Letter you will find a definitions section which explains the key defined terms used in this Letter. A copy of this Letter can also be found on RPC's website at <https://www.rpc-group.com/corporate/investors/offer-for-rpc-group-plc>.

**Proposal**

In relation to the options, Berry Bidco is required by the Takeover Code to make an "appropriate proposal" to holders of options to safeguard their interests in the context of the Acquisition. The proposal is that you exercise any options you hold on Court Sanction or within one month after Court Sanction and receive £7.93 for each RPC Share received on exercise.

**Recommendation**

The RPC Board, which has been so advised by Rothschild & Co, Credit Suisse and Evercore as to the financial terms of the proposal, considers the terms of the proposal set out in this Letter to be fair and reasonable in the context of the Acquisition. In providing their advice to the RPC Board, Rothschild & Co, Credit Suisse and Evercore have taken into account the commercial assessments of the RPC Directors.

The RPC Board recommends that you accept the proposal as set out in this Letter. You should consider your own personal circumstances, including your tax position, when deciding your preferred timing for exercising any options you hold.

**Questions**

If you have any questions on the contents of this Letter, please contact Nick Giles via email on [n.giles@rpc-group.plc.uk](mailto:n.giles@rpc-group.plc.uk) but please be aware that no legal, tax, financial or investment advice on the Acquisition, the PSP and/or DBP or your choices can be provided by RPC or Berry Bidco.

Yours faithfully

Yours faithfully



For and on behalf of  
**RPC**



For and on behalf of  
**Berry Bidco**

## SECTION 1: IMPACT ON OPTIONS

This section applies to you if you hold options under the PSP and/or DBP. If you hold phantoms under the PSP, please see Section 2 entitled "IMPACT ON PHANTOMS". If you hold conditional awards under the PSP and/or DBP, please see Section 3 entitled "IMPACT ON CONDITIONAL AWARDS".

If you are unsure whether you hold options, phantoms or conditional awards, please check your grant documentation.

### 1. When can I exercise my options?

If your options have already vested, you can exercise them when you choose up to the date that they lapse - this will be one month after Court Sanction (unless they lapse earlier under the relevant plan rules).

If your options have not yet vested, you can exercise them from the date of Court Sanction until one month after Court Sanction (unless they lapse earlier under the relevant plan rules).

**NOTE: Please remember that persons on an RPC insider or restricted list may not deal in RPC securities (including exercising options) during a restricted period or without obtaining prior clearance to deal at any other time in accordance with the RPC dealing code.**

### 2. What are my choices?

You have three choices if your options have already vested (Choices 1, 2 and 3) and two choices if your options are currently unvested (Choices 1 and 2).

#### **Choice 1: exercise your options on Court Sanction – all options**

If you elect to exercise on Court Sanction, each of the RPC Shares you receive on exercise of your options will be bought automatically by Berry Bidco under the Acquisition. You will receive £7.93 in cash for each RPC Share (less any income tax and social security contributions that is required to be deducted by the RPC Group).

To exercise your options on Court Sanction, please complete the Form of Instruction and return it to [shareplans@rpc-group.plc.uk](mailto:shareplans@rpc-group.plc.uk) by no later than **5pm UK time on 31 May 2019**.

#### **Choice 2: exercise your options in the one month after Court Sanction – all options**

If you elect to exercise your options in the one month after Court Sanction, each of the RPC Shares you receive on exercise will be bought automatically by Berry Bidco. You will receive £7.93 in cash for each RPC Share (less any income tax and social security contributions that is required to be deducted by the RPC Group).

When you are ready to exercise, you will need to contact Nick Giles to obtain an exercise form.

If you do not submit an exercise form so it is received and processed within one month after Court Sanction, your options will lapse (unless they lapse earlier under the relevant plan rules) and you will receive no value for them. Based on the current timetable, you would need to submit an exercise form by not later than 22 July 2019.

### **Choice 3: exercise your options before Court Sanction – already vested options only**

You can choose to exercise your options between now and a date that will be 10 Business Days before Court Sanction.

You will have the usual choices for the RPC Shares you receive on exercise – keep them, sell enough to pay any tax and social security contributions (if applicable) or sell all. If you sell any of the RPC Shares before Court Sanction, you will receive the prevailing market price for them but, if you retain any and still hold them when Court Sanction takes place, these will be bought automatically by Berry Bidco under the Acquisition for £7.93 in cash for each RPC Share.

To exercise your options between now and 10 Business Days before Court Sanction, please submit an exercise instruction in the usual way when you are ready to exercise, which can be obtained from Nick Giles.

### **3. Can I exercise my options in full?**

Options under the DBP can be exercised in full.

If you hold vested options under the PSP (granted in 2014 and 2015), these can be exercised in full (**100%**).

If you hold unvested options under the PSP (granted in 2016, 2017 and 2018), the number of RPC Shares that will vest and may be exercised depends on the RPC RemCo's decisions on performance against the relevant performance conditions and time pro-rating to reflect that the options are vesting early, in accordance with the PSP rules.

The RPC RemCo has assessed performance against the relevant performance conditions and decided that time pro-rating will be calculated by rounding up the unvested options to the next complete year from the date the unvested options were granted to Court Sanction. On that basis the RPC RemCo has determined that the unvested options for 2016, 2017 and 2018 will vest as follows (2014 and 2015 are included in the table for reference):

<b>Year of grant</b>	<b>Outcome</b>
2014	Already vested at <b>100%</b> .
2015	Already vested at <b>100%</b> .
2016	100% of the options based on time pro-rating and the performance conditions have been met at 74%. <b>74%</b> of the RPC Shares under your options will vest.
2017	66.67% of the options based on time pro-rating and the performance conditions have been met at 100%. <b>66.67%</b> of the RPC Shares under your options will vest.
2018	33.33% of the options based on time pro-rating and the performance conditions have been met at 100%. <b>33.33%</b> of the RPC Shares under your options will vest.

If Court Sanction is after 30 July 2019, the RPC RemCo may decide to time pro rate the 2017 and 2018 options up to Court Sanction.

4. **If my RPC Shares are bought by Berry Bidco, when will I receive my cash consideration after I exercise my options?**

**For Choices 1 and 2 (all options):**

If the Acquisition goes ahead, the cash consideration will be paid to the RPC Group as your agent within 14 days of the Acquisition completing and will be paid to you (less deductions for income tax and social security contributions required to be deducted by the RPC Group) through the next practicable payroll after the cash consideration has been paid by Berry Bidco.

For Choice 2, please note that exercises will be processed in one further batch.

**For Choice 3 (already vested options only):**

If the Acquisition goes ahead and you still hold RPC Shares from your options, the cash will be paid to you by Berry Bidco within 14 days of the Acquisition completing.

**For all Choices**

You will receive the net cash consideration in your payroll currency and, if different from GBP, it will be converted to your payroll currency at the exchange rate available to RPC on or around the date of payment.

5. **What happens if I leave the RPC Group?**

**Before the date of this Letter**

If you have already left the RPC Group as a Good Leaver, you will be able to exercise your options at any time until **the earlier of** six or 12 months from the date you left the RPC Group (depending on whether your option is under the PSP or DBP and your Good Leaver reason) and one month from Court Sanction, after which time any unexercised options will lapse. You will need to ensure that you have submitted an exercise form so is it received and processed before the end of that one month period.

**Between the date of this Letter and Court Sanction**

If you are a Good Leaver, you will be able to exercise your vested options at any time and your unvested options after they have vested until the earlier of six or 12 months from the date you left the RPC Group (depending on whether your option is under the PSP or DBP and your Good Leaver reason) and one month from Court Sanction, after which time any unexercised options will lapse. You will need to ensure that you have submitted an exercise form so is it received and processed before the end of that one month period.

If you leave for any other reason (e.g. you resign or are dismissed) before Court Sanction, your DBP options will lapse on the date you leave the RPC Group and your PSP options will lapse on the earlier of the date you give or receive notice of termination and the date you leave the RPC Group. Any choice you have submitted on the Form of Instruction will be disregarded.

**After Court Sanction**

If you leave the RPC Group as a Good Leaver after Court Sanction, you will be able to exercise any unexercised options at any time until one month from Court Sanction, after which time any unexercised

options will lapse. You will need to ensure that you have submitted an exercise form so it is received and processed before the end of that one month period.

If you leave for any other reason (e.g. you resign or are dismissed) after Court Sanction, any unexercised DBP options will lapse on the date you leave the RPC Group and any unexercised PSP options will lapse on the earlier of the date you give or receive notice of termination and the date you leave the RPC Group.

**6. How do I pay the income tax and social security contributions?**

For exercises under Choice 1 and Choice 2, any income tax and social security contributions that the RPC Group is required to deduct will be deducted from the cash consideration payable to you by Berry Bidco for the RPC Shares you receive on exercise. If the RPC Group is not required to deduct, it will be your responsibility to meet the tax liabilities. Please refer to the separate Tax Summary.

For exercises under Choice 3, you will need to make separate arrangements with RPC to pay any income tax and social security contributions.

**7. What happens if I do nothing?**

If you do not submit the Form of Instruction (or an exercise form so it is received and processed within one month after Court Sanction (or any earlier lapse date which applies to your options)), your options will **lapse** and you will receive no value for them.

## SECTION 2: IMPACT ON PHANTOMS

This section applies to you if you hold phantoms under the PSP. If you hold options under the PSP and/or DBP please see the Section 1 above entitled "IMPACT ON OPTIONS". If you hold conditional awards under the PSP and/or DBP, please see Section 3 entitled "IMPACT ON CONDITIONAL AWARDS".

If you are unsure whether you hold options, phantoms or conditional awards, please check your grant documentation.

### 1. When can I exercise my phantoms?

Your phantoms will be automatically exercised on Court Sanction and you will receive cash equal to the value of the number of RPC Shares under your phantoms (based on a value of £7.93 for each RPC Share) less any income tax and social security contributions that RPC are required to deduct. You do not need to take any action.

### 2. Can I exercise my phantoms in full?

The number of RPC Shares that will vest and may be exercised depends on the RPC RemCo's decisions on performance against the relevant performance conditions and time pro-rating to reflect that the phantoms are vesting early, in accordance with the PSP rules.

The RPC RemCo has assessed performance against the relevant performance conditions and decided that time pro-rating will be calculated by rounding up the phantoms to the next complete year from the date the phantoms were granted to Court Sanction. On that basis the RPC RemCo has determined that the phantoms will vest as follows:

Year of grant	Outcome
2016	100% of the phantoms based on time pro-rating and the performance conditions have been met at 74%. <b>74%</b> of the RPC Shares under your phantoms will vest.

### 3. When will I receive my cash after my phantoms are exercised?

If the Acquisition goes ahead, the cash consideration will be paid to the RPC Group as your agent within 14 days of the Acquisition completing and will be paid to you (less deductions for income tax and social security contributions required to be deducted by the RPC Group) through the next practicable payroll after the cash consideration has been paid by Berry Bidco.

You will receive the net cash consideration in your payroll currency and, if different from GBP, it will be converted to your payroll currency at the exchange rate available to RPC on or around the date of payment.

### 4. What happens if I leave the RPC Group?

If you leave the RPC Group before Court Sanction as a Good Leaver, your phantoms will be exercised automatically in accordance with the rules of the PSP.

If you leave the RPC Group for any other reason (e.g. you resign or are dismissed) before Court Sanction, your phantoms will lapse on the earlier of the date you give or receive notice to terminate and the date you leave the RPC Group.



**5. How do I pay the income tax and social security contributions?**

The income tax and social security contributions will be deducted from the cash payable to you where the RPC Group is required to deduct those amounts. If the RPC Group is not required to deduct, it will be your responsibility to meet the tax liabilities. Please refer to the separate Tax Summary.

**6. Do I have to do anything?**

No, your phantoms will be automatically exercised on Court Sanction and the cash will be paid to you through payroll.

### SECTION 3: IMPACT ON CONDITIONAL AWARDS

This section applies to you if you hold conditional awards under the PSP and/or DBP. If you hold options under the PSP and/or DBP please see the Section 1 above entitled "IMPACT ON OPTIONS". If you hold phantoms under the PSP please see the Section 2 above entitled "IMPACT ON PHANTOMS".

If you are unsure whether you hold options, phantoms or conditional awards, please check your grant documentation.

#### 1. When will my conditional awards vest?

Your conditional awards will vest automatically on Court Sanction and the RPC Shares you receive will be bought by Berry Bidco for £7.93 in cash for each RPC Share. You do not need to take any action.

#### 2. Will my conditional awards vest in full?

DBP conditional awards will vest in full.

For conditional awards under the PSP, the number of RPC Shares that will vest and may be exercised depends on the RPC RemCo's decisions on performance against the relevant performance conditions and time pro-rating to reflect that the conditional awards are vesting early, in accordance with the PSP rules.

The RPC RemCo has assessed performance against the relevant performance conditions and decided that time pro-rating will be calculated by rounding up the conditional awards to the next complete year from the date the conditional awards were granted to Court Sanction. On that basis the RPC RemCo has determined that the conditional awards will vest as follows:

Year of grant	Outcome
2016	100% of the conditional awards based on time pro-rating and the performance conditions have been met at 74%. <b>74%</b> of the RPC Shares under your conditional awards will vest.
2017	66.67% of the conditional awards based on time pro-rating and the performance conditions have been met at 100%. <b>66.67%</b> of the RPC Shares under your conditional awards will vest.
2018	33.33% of the conditional awards based on time pro-rating and the performance conditions have been met at 100%. <b>33.33%</b> of the RPC Shares under your conditional awards will vest.

If Court Sanction is after 30 July 2019, the RPC RemCo may decide to time pro rate the 2017 and 2018 conditional awards up to Court Sanction.

#### 3. When will I receive my cash consideration after my conditional awards vest?

If the Acquisition goes ahead, the cash consideration will be paid to the RPC Group as your agent within 14 days of the Acquisition completing and will be paid to you (less deductions for income tax and social security contributions required to be deducted by the RPC Group) through the next practicable payroll after the cash consideration has been paid by Berry Bidco.

You will receive the net cash consideration in your payroll currency and, if different from GBP, it will be converted to your payroll currency at the exchange rate available to RPC on or around the date of payment.

**4. What happens if I leave the RPC Group?**

If you leave the RPC Group before Court Sanction as a Good Leaver, your conditional awards will vest in accordance with the rules of the DBP and/or PSP (as applicable).

If you leave the RPC Group for any other reason (e.g. you resign or are dismissed) before Court Sanction, your conditional awards will lapse on the date you leave the RPC Group (for DBP awards) and the earlier of the date you give or receive notice to terminate and the date you leave the RPC Group (for PSP awards).

**5. How do I pay the income tax and social security contributions?**

The income tax and social security contributions will be deducted from the cash consideration payable to you by Berry Bidco for the RPC Shares subject to your conditional awards where the RPC Group is required to deduct those amounts. If the RPC Group is not required to deduct, it will be your responsibility to meet the tax liabilities. Please refer to the separate Tax Summary.

**6. Do I have to do anything?**

No, your conditional awards will vest automatically on Court Sanction and the cash consideration will be paid to you through payroll.

## ACQUISITION SUMMARY

### 1. How does the Acquisition work?

The Acquisition will be carried out through what is called a "scheme of arrangement". The Scheme has to be approved by RPC Shareholders and the Court. If you want to read more about this, please go to <https://www.rpc-group.com/corporate/investors/offer-for-rpc-group-plc> on the RPC website where you will find the Scheme Document about the Acquisition that was sent to RPC Shareholders on 26 March 2019. A copy of this Letter is also available on the same RPC website.

### 2. What can RPC Shareholders receive under the Acquisition?

For each RPC Share sold to Berry Bidco through the Scheme, a RPC Shareholder will receive £7.93.

### 3. When will the Acquisition take place?

The date for Court Sanction has not yet been set but is anticipated to occur early in the third quarter of 2019 (July to September). The timing of Court Sanction and the Acquisition completing (known as the Effective Date) will be announced when known.

### 4. What will happen if the Acquisition does not complete?

If Court Sanction is not obtained, or if the Acquisition does not complete for some other reason, your DBP and PSP awards will continue unaffected as before (regardless of any Forms of Instruction completed, although vested options exercised in the ordinary course under Choice 3 will be processed in accordance with the relevant exercise form).

## DEFINITIONS

"Acquisition"	the proposed acquisition of the entire issued, and to be issued, share capital of RPC by Berry Bidco
"Berry"	Berry Global Group, Inc.
"Berry Bidco"	Berry Global International Holdings Limited a company incorporated in England and Wales with registered number 11832875
"Berry Bidco Director"	the director of Berry Bidco from time to time
"Berry Directors"	the directors of Berry from time to time
"Berry Group"	Berry and its subsidiaries and subsidiary undertakings from time to time
"Business Day"	a day (other than a Saturday, Sunday, public or bank holiday) on which clearing banks in London are generally open for normal business
"Court"	the High Court of Justice in England and Wales
"Court Sanction"	the date the Court sanctions the Scheme, expected to be early in the third quarter of 2019 (July to September). RPC will confirm the exact date once it is known.
"Credit Suisse"	Credit Suisse International
"DBP"	the RPC Group Deferred Bonus Plan
"Effective Date"	the date on which the Scheme becomes effective in accordance with the Scheme Document
"Evercore"	Evercore Partners International LLP
"Form of Instruction"	the form of instruction provided with the Letter
"Good Leaver"	a participant leaving employment or office with RPC Group as a result of death, injury, disability, redundancy, retirement, transfer out of the RPC Group or any other reason the RPC Remco determines, and, in the case of the DBP, ill-health (although the precise meaning shall be as provided for in the rules of the DBP or the PSP as applicable)
"Letter"	the letter dated 24 April 2019 from RPC and Berry Bidco explaining the impact of the Acquisition on DBP and PSP awards
"Rothschild & Co"	N M Rothschild & Sons Limited
"RPC"	RPC Group plc, a public limited company incorporated in England and Wales with registered number 02578443
"RPC Board"	the board of directors of RPC from time to time
"RPC Directors"	the directors of RPC from time to time
"RPC Group"	RPC and its subsidiary and associated undertakings
"RPC Remco"	the remuneration committee of the RPC Board
"RPC Shareholders"	registered holders of RPC Shares
"RPC Shares"	ordinary shares of 5 pence each in the capital of RPC
"PSP"	the RPC Group 2008 Performance Share Plan

<b>"Scheme"</b>	the proposed scheme of arrangement under Part 26 of the Companies Act 2006 between RPC and the RPC Shareholders as set out on the Scheme Document to effect the Acquisition
<b>"Scheme Document"</b>	the document dated 26 March 2019 sent to RPC Shareholders to explain the Scheme
<b>"Takeover Code"</b>	the Takeover Code issued by the Panel on Takeovers and Mergers

## LEGAL NOTES:

*The release, publication or distribution of this Letter and any accompanying documents (in whole or in part) in, into or from jurisdictions other than the United Kingdom may be restricted by law and therefore any persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about, and observe, such restrictions. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person. This Letter does not constitute an offer or invitation to purchase or subscribe for any securities or a solicitation of an offer to buy any securities pursuant to this Letter or otherwise in any jurisdiction in which such offer or solicitation is unlawful. This Letter has been prepared for the purposes of complying with English law, the Takeover Code and the listing rules made under the Financial Services and Markets Act 2000 by the Financial Conduct Authority ("FCA"), in its capacity as the authority for listing in the United Kingdom ("UK Listing Authority"), and contained in the UK Listing Authority's publication of the same name (as amended from time to time) and the information disclosed may not be the same as that which would have been disclosed if this Letter had been prepared in accordance with the laws of jurisdictions outside England and Wales.*

*Rothschild & Co, which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively for RPC and for no one else in connection with the Acquisition and the matters set out in this Letter, and will not be responsible to anyone other than RPC for providing the protections afforded to its clients or for providing advice in connection with the subject matter of this Letter.*

*Credit Suisse, which is authorised by the Prudential Regulation Authority ("PRA") and regulated by the FCA and the PRA in the United Kingdom, is acting as financial adviser exclusively for RPC and no one else in connection with the Acquisition and the matters set out in this Letter, and will not be responsible to any person other than RPC for providing the protections afforded to clients of Credit Suisse, nor for providing advice in relation to the Acquisition or any matter referred to herein. Neither Credit Suisse nor any of its subsidiaries, branches or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Credit Suisse in connection with this Letter, any statement contained herein or otherwise.*

*Evercore, which is authorised and regulated by the FCA in the United Kingdom, is acting as financial adviser exclusively for RPC and for no one else in connection with the Acquisition and the matters set out in this Letter, and will not be responsible to anyone other than RPC for providing the protections afforded to clients of Evercore, nor for providing advice in relation to the Acquisition or the matters referred to herein. Neither Evercore nor any of its subsidiaries, branches or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Evercore in connection with this Letter, any statement contained herein or otherwise.*

*Each of Rothschild & Co, Credit Suisse and Evercore has given and have not withdrawn its written consent to the issue of this Letter with the inclusion of references to its name in the form and context in which they are included.*

*The RPC Directors, whose names are set out in paragraph 2.1 of Part 8 of the Scheme Document, accept responsibility for the information contained in this Letter (including any expressions of opinion) other than the information for which responsibility is taken by others pursuant to paragraph 1.2 of Part 8 of the Scheme Document. To the best of the knowledge and belief of the RPC Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this Letter for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.*

*The sole Berry Bidco Director, whose name is set out in paragraph 2.2 of Part 8 of the Scheme Document, and the Berry Directors, whose names are set out in paragraph 2.3 of Part 8 of the Scheme Document except for B. Evan Bayh, (the "Berry Responsible Persons") accept responsibility for the information contained in this Letter (including any expressions of opinion) relating to Berry, the Berry Group, the Berry Responsible Persons and their respective immediate families and the related trusts of and persons connected with the Berry Responsible Persons, and persons*

*deemed to be acting in concert (as such term is defined in the Takeover Code) with Berry. This includes (without limitation) responsibility for the information set out in paragraphs 3 and 7 of Part 1 of the Scheme Document. To the best of the knowledge and belief of the Berry Responsible Persons (who have taken all reasonable care to ensure that such is the case) the information contained in this Letter for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.*

*Accidental omission to dispatch this Letter to, or any failure to receive the same by, any person shall not invalidate anything set out in this Letter.*

*Your awards are governed by the rules of the DBP and PSP (as applicable) and in the event of a conflict between this Letter and the rules of the DBP and PSP or any relevant legislation, the rules of the DBP and PSP or the legislation will prevail.*

*Receipt of documents will not be acknowledged. All documents sent by or to a participant in the DBP and PSP will be sent at the individual's own risk. If a participant has received this Letter in electronic form, he/she may request that copies of this Letter be sent to him/her in hard copy form and that all future documents sent to him/her be in hard copy form. Requests should be submitted to [shareplans@rpc-group.plc.uk](mailto:shareplans@rpc-group.plc.uk).*

*Please also read the additional information addressed to people in certain countries as set out in the "ADDITIONAL INFORMATION FOR OVERSEAS RPC SHAREHOLDERS" section at Part 7 of the Scheme Document as if that wording is set out in this Letter and addressed to you, as appropriate.*

*The statements contained in this Letter are not to be construed as legal, investment, financial or tax advice. If you are in any doubt about the contents of this Letter, you should consult your own legal adviser, investment adviser, financial adviser or tax adviser for legal, investment, financial or tax advice.*