



## Schedule Summary of proposed terms of the Replacement Bright Loan

The principal amount of the proposed loan is NZ\$130 million. The maturity date for the loan is 24 months from the date of the first drawdown. The interest rate is the 3-month BKBM plus a margin equal to the weighted average margin (and line fees in respect of revolving facilities) of the syndicated financing (such margin to be reset on the same basis when Synlait conducts a refinancing in 2027). Synlait must use the proceeds to repay and/or prepay (in whole or in part) borrowings of Synlait and the guarantors. The loan will be secured on a second-ranking basis. The main terms are as follows:

<b>Borrower:</b>	Synlait Milk Limited
<b>Lender:</b>	Bright Dairy International Investment Limited
<b>Guarantors:</b>	The guarantors under the existing loan agreement (the NZ\$130 million loan agreement signed between Bright Dairy International and the borrower on 4 July 2024): (a) Synlait Milk Limited; (b) Synlait Milk Finance Limited; (c) The New Zealand Dairy Company Limited; (d) Eighty Nine Richard Pearse Drive Limited; (e) Synlait Milk (Dunsandel Farms) Limited; (f) Dairyworks Limited.
<b>Loan amount:</b>	One-off term loan of NZ\$130 million.
<b>Purpose:</b>	The borrower may only use the proceeds of this financing to repay and/or prepay (in whole or in part) the debts of Synlait and the guarantors.
<b>Drawdown period:</b>	From the date of signing the new loan agreement to one month after the maturity date of the existing loan agreement. The new Bright loan agreement does not contain conventional drawdown suspension clauses. The lender is obliged to fund the loan provided that the drawdown conditions precedent agreed in the loan agreement (including that Synlait has fully repaid the existing shareholder loan) have been satisfied.
<b>Maturity date:</b>	The date falling 24 months from the date of the first drawdown.
<b>Interest rate:</b>	<p>3-month BKBM plus a margin equal to the weighted average margin (and line fees in respect of revolving facilities) of the syndicated financing.</p> <p>The initial margin from the drawdown date to the closing date of Synlait's 2027 refinancing shall be equal to the weighted average margin payable to the senior lenders under Synlait's senior bank facilities (plus line fees for revolving facilities), based on the pricing of the refinancing expected to be completed in June 2026.</p> <p>From the closing date of Synlait's 2027 refinancing to the maturity date of the loan, the applicable margin shall be equal to the weighted average margin payable to the senior lenders under Synlait's senior bank facilities (plus line fees for revolving facilities), based on the pricing of the 2027 refinancing.</p> <p>Synlait's cash interest payment arrangements are subject to the interest deferral provisions set out below. In addition, pursuant to the terms of the Priority and Subordination Deed, Synlait may only pay interest in cash if no Interest Deferral Event (as defined in that document) is continuing.</p>
<b>Interest deferral:</b>	Consistent with the existing loan agreement. If any interest deferral event (as defined in the Priority and Subordination Deed) exists on an interest payment date, Synlait will not pay interest on that date, and the deferred interest will be capitalised and continue to



	<p>accrue interest. On the next interest payment date, if no interest deferral event exists, Synlait shall make up the deferred interest.</p> <p>Specific interest deferral events include: Synlait fails the solvency test, or would fail the solvency test as a result of such payment; a default event under the senior loan has occurred; a breach of financial covenants under the senior loan has occurred and has not been waived or remedied, or such payment would result in such a breach; the senior lenders have waived (or pre-emptively waived) a breach of financial covenant under the senior loan documents, or amended the financial covenants to the same effect, or such payment would immediately trigger a breach of the amended financial covenants; the senior lenders have taken acceleration action under the senior loan agreement; Synlait cannot fund the payment from free cash flow (as defined in the existing Bright loan agreement); or any senior debt due during the interest period has not been paid or has been deferred.</p>
<b>Principal deferral:</b>	<p>Consistent with the existing loan agreement, being, if any principal deferral event occurs, Synlait's obligation to repay principal will be deferred at maturity. Specific principal deferral events include: Synlait fails the solvency test, or would fail the solvency test as a result of such payment; a breach of financial covenants under the senior loan has occurred and has not been waived or remedied, or such payment would result in such a breach; or the senior lenders have waived (or pre-emptively waived) a breach of financial covenants under the senior loan documents, or amended the financial covenants to the same effect, or such payment would immediately trigger a breach of the amended financial covenants.</p>
<b>Voluntary prepayment:</b>	<p>Synlait is permitted to prepay the loan early without premium or penalty. Generally speaking, prepayments of the loan will require the consent of Synlait's senior lenders on an all lender basis. However, where certain financial milestones and other conditions are satisfied, Synlait is able to prepay an amount of up to \$20,000,000 on the basis of majority senior lender consent (acting reasonably and taking into account all relevant circumstances at the time). In summary, the financial milestones apply where either:</p> <ul style="list-style-type: none"> <li>• total outstanding debt under Synlait's senior facilities is less than NZ \$50 million for seven continuous days; or</li> <li>• during the rolling twelve-month period ending on any financial quarter no earlier than 30 June 2027 (the "Relevant Period"), Synlait's free cash flow is not less than NZ\$5,000,000.</li> </ul> <p>(Other conditions apply.)</p>
<b>Security:</b>	<p>The existing second-ranking "all assets" security will remain in effect (including the Priority and Subordination Deed with the senior lenders). No additional security will be granted.</p>