DEED OF IRREVOCABLE UNDERTAKING

To: Bluefin Bidco Limited ("**Bidco**")
10 Earlsfort Terrace
Dublin 2
D02 T380

From: John Gallagher ("**I**" or "**myself**")
[redacted]

30 July 2026

Proposed acquisition of Irish Continental Group plc ("ICG" or the "Company")

I, the undersigned, understand that Bidco intends to acquire all the issued and to be issued share capital of the Company (other than the ICG Shares and MBO Restricted Shares in the beneficial ownership of the MBO Team) (the "**Acquisition**"), substantially on the terms and subject to the conditions set out in the announcement made on 24 July 2026 under Rule 2.7 of the Irish Takeover Rules, a copy of which is attached to this Undertaking as Annex A (the "**Announcement**") and/or such other terms and conditions as required by (i) any applicable law or regulation; and (ii) the Irish Takeover Rules. Under the terms of the Scheme, each ICG Shareholder will be entitled to receive €8.00 in cash for each ICG Share held by them.

Unless otherwise defined in this undertaking, capitalised terms have the meaning given to them in the Announcement.

1 Warranties

I irrevocably and unconditionally warrant to Bidco, before this undertaking lapses in accordance with paragraph 5 below, as at the date of this undertaking:

1.1.1 I am the beneficial owner of the number of ICG Shares specified in Schedule 1 and own these free of any encumbrances or third party rights of any kind whatsoever ("**Interests**");

1.1.2 I have full power and authority and the right (free from any legal or other restrictions) to enter into and perform (and procure that any Nominee performs) my obligations hereunder in accordance with the terms of this undertaking, including all necessary power and authority to direct actions of any Nominee to vote and / or procure the acceptance of the Acquisition;

1.1.3 I shall not sell, transfer, charge, encumber, grant any option or lien over or otherwise dispose of (or permit any such action to occur in respect of) any interest in any ICG Shares specified in Schedule 1, other than to Bidco pursuant to my acceptance of the Offer (if relevant); and

1.1.4 I shall not accept (or procure the acceptance of), in respect of the interests specified in Schedule 1 any offer or other transaction made in competition with or which would reasonably be expected to frustrate or impede the Acquisition.

2 Voting Rights

2.1 I irrevocably and unconditionally undertake to Bidco that, (i) I shall exercise, or, where applicable, procure the exercise of, all voting rights attaching to the Interests on any resolution which is proposed at any extraordinary general meetings of the Company and/or any meetings of any class or classes of shareholders of the Company convened pursuant to section 450 of the Act to approve the Scheme (including any adjournments thereof) ("**Shareholder Meetings**") which are necessary to implement the Acquisition (which shall include any resolution to approve the Acquisition) only in accordance with the directions of Bidco, and (ii) I shall not exercise, or, where applicable, procure the exercise of, any voting rights attaching to the Interests to vote in favour of any resolution to approve an acquisition or any other transaction involving the Company which is proposed by any person other than Bidco, or which would (or might be reasonably expected to) otherwise delay, hinder, frustrate or impede the implementation of the Acquisition.

3 Disclosure

3.1 I acknowledge and consent to:

3.1.1 the inclusion of references to myself, any "interests" in "relevant securities" (as such terms are defined in the Irish Takeover Panel Act 1997, Takeover Rules, 2022 ("**Irish Takeover Rules**")) of the Company I have and this undertaking being set out in the Scheme Document and any Takeover Offer Documents (if applicable) and any other announcement made, or document issued, by or on behalf of Bidco or the Company in connection with the Acquisition, in each case to the extent required by the Irish Takeover Rules (pursuant to Rule 2.9(a) or Rule 41.3 or any other Rule) and/or any other applicable law or regulation; and

3.1.2 this undertaking being published on a website as required by Rule 26 of the Irish Takeover Rules during the offer period (as defined in the Irish Takeover Rules) and particulars of it being contained in the Scheme Document or the Takeover Offer Documents (as the case may be).

3.2 I further acknowledge the provisions of Rule 2.9(d) of the Irish Takeover Rules requiring a person who has given an irrevocable undertaking to make a disclosure promptly after becoming aware that such person will not be able to comply with the terms of the undertaking or no longer intends to do so, in which case I will notify you immediately of such position, so that Bidco can make an appropriate announcement pursuant to such Rule 2.9(d) of the Irish Takeover Rules.

4 Implementation by Way of Takeover Offer

4.1 I acknowledge that BidCo shall have (in accordance with the terms of the Transaction Agreement) the right and may elect at any time (with the consent of the Irish Takeover Panel and whether or not the Scheme Document has then been sent) to implement the Acquisition by way of a takeover offer ("**Takeover Offer**"), as opposed to by way of a Scheme, provided that such Takeover Offer is made on terms as least as favourable in the aggregate as the terms of the Scheme (except for an acceptance condition set at 90% of the issued and to be issued share capital of ICG, which may be waived down to "50% plus one ICG share by BidCo).

4.2 If such a Takeover Offer is made by BidCo (or any member of the BidCo Group), I irrevocably undertake and warrant that:

4.2.1 notwithstanding any other provision of this undertaking (except to the extent this undertaking lapses in accordance with paragraph 5), any undertakings, agreements, warranties, appointments, consents and waivers in this undertaking shall apply mutatis mutandis to such Takeover Offer;

4.2.2 in particular, I shall accept, or procure the acceptance of, such Takeover Offer, in respect of the Interests;

4.2.3 if so required by BidCo, I shall execute or procure the execution of all such other documents as may be necessary for the purpose of giving BidCo the full benefit of the undertakings herein with respect to such Takeover Offer; and

4.2.4 notwithstanding that the terms of the Takeover Offer may confer rights of withdrawal on accepting shareholders, I shall not withdraw any acceptance of the Takeover Offer in respect of the Interests or any of them and shall procure that no rights to withdraw any acceptance in respect of such Interests are exercised.

5 Termination of undertaking

5.1 This undertaking shall not oblige Bidco to proceed with the Acquisition.

5.2 This undertaking will lapse and shall cease to have any effect if:

5.2.1 the Scheme becomes effective in accordance with its terms or, if the Acquisition is implemented by way of a Takeover Offer, the Takeover Offer becomes or is declared unconditional in all respects in accordance with the provisions of the Takeover Offer Documents and the requirements of the Irish Takeover Rules;

5.2.2 Bidco announces, with the consent of the Panel, that it does not intend to proceed with the Acquisition and no new, revised or replacement scheme of arrangement or takeover offer is announced in accordance with Rule 2.7 of the Irish Takeover Rules, either at the same time or within two Business Days of such announcement;

5.2.3 the Scheme lapses or is withdrawn, unless Bidco announces, within five Business Days of such lapse or withdrawal and with the consent of the Panel, a firm intention to switch to a Takeover Offer (or, if Bidco elects to implement the Acquisition by way of a Takeover Offer, a Scheme);

5.2.4 the Scheme does not become effective by the End Date, or, if Bidco elects to implement the Acquisition by way of a Takeover Offer, the Takeover Offer does not become unconditional in all respects by the End Date in accordance with the provisions of the Takeover Offer Documents and the requirements of the Irish Takeover Rules;

5.2.5 any third party announces, prior to the despatch by the Company of the Scheme Document in relation to the Acquisition (or, if Bidco elects to implement the Acquisition by way of a Takeover Offer, prior to the despatch by Bidco of the Takeover Offer Documents in relation to the Acquisition), a firm intention in accordance with Rule 2.7 of the Irish Takeover Rules to make an offer for the Company (whether made by way of a takeover offer or a scheme of arrangement), and which provides for an amount or value of consideration which is 10% greater than the amount per Share offered by Bidco pursuant to the Acquisition, as set out in the

Announcement (a "**Superior Takeover Proposal**") and Bidco does not, by 5.00 p.m. on the date five Business Days from the date of the third party's announcement, increase the cash consideration offered under the Acquisition to an amount which is equal to or of a higher value of consideration per Share than the Superior Takeover Proposal. If any such announcement by a third party of a firm intention to make offer for the Company includes non-cash consideration, such as shares or other securities, the amount or value of consideration offered under the third party offer for the Company for the purposes of this paragraph 5.2.6 shall be as determined by Bidco's financial advisers (acting reasonably); or

5.2.6 any competing offer (implemented as a scheme of arrangement or an offer) for the entire issued and to be issued share capital of ICG becomes or is declared unconditional or otherwise becomes effective.

5.3 On termination of this undertaking, Bidco shall have no claim against us, save in respect of any prior breach thereof (to the extent such exists).

6 Miscellaneous

6.1 The obligations and provisions set out in this undertaking apply equally to the persons from whom I am to procure votes in favour of the resolutions to implement the Acquisition pursuant to paragraph 2 above and I shall use reasonable endeavours to procure, so far as I am able to, the observance by such persons of the terms hereof as if they were each specifically a party hereto.

6.2 I acknowledge that damages may not be an adequate remedy for any breach of this undertaking and that an order for specific performance, injunctive relief or other equitable relief may be the only adequate remedy for any such breach.

6.3 Time is of the essence as regards any date, time or deadline specified in this undertaking.

6.4 References in this undertaking to an obligation on myself to "procure" compliance by any person who is the registered holder of the Interests shall be interpreted as an obligation to take the reasonable steps in my control to ensure that the registered holder complies with the relevant instruction.

6.5 I confirm that I have been given an adequate opportunity to consider whether or not to execute this undertaking and to obtain independent advice.

6.6 No amendment or variation will be made to this undertaking unless signed in writing by Bidco and myself.

6.7 This undertaking shall be governed by and construed in accordance with the laws of Ireland. 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 Irish law and shall be subject to the exclusive jurisdiction of the courts or Ireland.

IN WITNESS WHEREOF, this document has been duly executed as a deed poll on the day and year first above written.

[redacted]

Schedule 1

Number of Interests	Exact name(s) of registered holder as appearing on the register of members	Beneficial owner
3,594,264	Euroclear Nominees Limited	John Gallagher
Total: 3,594,264 Interests in Aggregate		

Annex A

Announcement