

REFINITIV

# DELTA REPORT

## 10-Q

LW - LAMB WESTON HOLDINGS, INC  
10-Q - AUGUST 25, 2024 COMPARED TO 10-Q - FEBRUARY 25, 2024

The following comparison report has been automatically generated

TOTAL DELTAS	878
CHANGES	168
DELETIONS	333
ADDITIONS	377

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 10-Q

(Mark One)

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended February 25, 2024 August 25, 2024  
OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to  
Commission File Number: 1-37830



LAMB WESTON HOLDINGS, INC.  
(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of incorporation or organization)

61-1797411  
(I.R.S. Employer  
Identification No.)

599 S. Rivershore Lane  
Eagle, Idaho  
(Address of principal executive offices)

83616  
(Zip Code)

(208) 938-1047  
(Registrant's telephone number, including area code)

N/A  
(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$1.00 par value	LW	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes x No o

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes x No o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.:

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Emerging growth company	<input type="checkbox"/>		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes o No x

As of March 28, 2024 September 25, 2024, the Registrant had 144,391,021 142,597,776 shares of common stock, par value \$1.00 per share, outstanding.

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## PART I — FINANCIAL INFORMATION

### ITEM 1. FINANCIAL STATEMENTS (Unaudited)

Lamb Weston Holdings, Inc.					
Consolidated Statements of Earnings					
(unaudited, <b>dollars</b> in millions, except per share amounts)					
	Thirteen Weeks Ended	Thirteen Weeks Ended	Thirty-Nine Weeks Ended	Thirteen Weeks Ended	
	February 25, 2024	February 26, 2023	February 25, 2024	February 26, 2023	
	August 25, 2024	August 27, 2023			
Net sales					
Cost of sales					
Gross profit					
Selling, general and administrative expenses					
Income from operations					
Interest expense, net					
Income before income taxes and equity method earnings					
Income tax expense					
Equity method investment earnings (loss)					
Equity method investment earnings					
Net income					
Earnings per share:					
Basic					
Basic					
Basic					
Diluted					

Weighted average common shares outstanding:

Basic									
Basic									
Basic		144.5	144.0	145.0	144.0	143.6	145.7		
Diluted	Diluted	145.3	144.8	145.8	144.7	144.2	146.6		

See Condensed Notes to Consolidated Financial Statements.

**Lamb Weston Holdings, Inc.**  
**Consolidated Statements of Comprehensive Income**  
(unaudited, dollars in millions)

	Thirteen Weeks Ended February 25, 2024			Thirteen Weeks Ended February 26, 2023		
	Tax		After-Tax Amount	Tax		After-Tax Amount
	Pre-Tax Amount	(Expense) Benefit		Pre-Tax Amount	(Expense) Benefit	
Net income	\$ 189.2	\$ (43.1)	\$ 146.1	\$ 217.2	\$ (42.1)	\$ 175.1
Other comprehensive income (loss):						
Unrealized pension and post-retirement benefit obligations loss	(0.1)	—	(0.1)	—	—	—
Unrealized currency translation gains (losses)	(17.1)	0.1	(17.0)	8.4	0.1	8.5
Other	(0.2)	0.1	(0.1)	0.1	—	0.1
Comprehensive income	\$ 171.8	\$ (42.9)	\$ 128.9	\$ 225.7	\$ (42.0)	\$ 183.7

	Thirty-Nine Weeks Ended February 25, 2024			Thirty-Nine Weeks Ended February 26, 2023		
	Thirteen Weeks Ended August 25, 2024			Thirteen Weeks Ended August 27, 2023		
	Pre-Tax Amount	Pre-Tax Amount	Tax (Expense) Benefit	After-Tax Amount	Pre-Tax Amount	Tax (Expense) Benefit
Net income						
Other comprehensive income (loss):						
Unrealized pension and post-retirement benefit obligations loss						
Unrealized pension and post-retirement benefit obligations loss						
Unrealized pension and post-retirement benefit obligations loss						
Unrealized currency translation gains (losses)						
Unrealized currency translation gains						
Other						
Comprehensive income						

See Condensed Notes to Consolidated Financial Statements.

**Lamb Weston Holdings, Inc.**  
**Consolidated Balance Sheets**  
(unaudited, dollars in millions, except share data)

	February 25, 2024	May 28, 2023
	August 25, 2024	May 26, 2024

## ASSETS

Current assets:

Current assets:

Current assets:

Cash and cash equivalents

Cash and cash equivalents

Cash and cash equivalents

Receivables, less allowance for doubtful accounts of \$1.1 and \$2.6

Receivables, net of allowances of \$0.9 and \$0.9

Inventories

Prepaid expenses and other current assets

### Total current assets

Property, plant and equipment, net

Operating lease assets

Goodwill

Intangible assets, net

Other assets

### Total assets

## LIABILITIES AND STOCKHOLDERS' EQUITY

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## LIABILITIES AND STOCKHOLDERS' EQUITY

Current liabilities:

Current liabilities:

Current liabilities:

Short-term borrowings

Short-term borrowings

Short-term borrowings

Current portion of long-term debt and financing obligations

Accounts payable

Accrued liabilities

### Total current liabilities

Long-term liabilities:

Long-term debt and financing obligations, excluding current portion

Long-term debt and financing obligations, excluding current portion

Long-term debt and financing obligations, excluding current portion

Deferred income taxes

Other noncurrent liabilities

### Total long-term liabilities

Commitments and contingencies

Commitments and contingencies

Commitments and contingencies

Stockholders' equity:

Common stock of \$1.00 par value, 600,000,000 shares authorized; 150,727,425 and 150,293,511 shares issued

Common stock of \$1.00 par value, 600,000,000 shares authorized; 150,727,425 and 150,293,511 shares issued

Common stock of \$1.00 par value, 600,000,000 shares authorized; 150,727,425 and 150,293,511 shares issued

Treasury stock, at cost, 6,336,439 and 4,627,828 common shares

Common stock of \$1.00 par value, 600,000,000 shares authorized; 151,255,891 and 150,735,397 shares issued

Common stock of \$1.00 par value, 600,000,000 shares authorized; 151,255,891 and 150,735,397 shares issued

Common stock of \$1.00 par value, 600,000,000 shares authorized; 151,255,891 and 150,735,397 shares issued

Treasury stock, at cost, 8,660,534 and 7,068,741 common shares

Additional distributed capital

Retained earnings

Accumulated other comprehensive loss

Accumulated other comprehensive income (loss)

Total stockholders' equity

Total liabilities and stockholders' equity

See Condensed Notes to Consolidated Financial Statements.

**Lamb Weston Holdings, Inc.**  
**Consolidated Statements of Stockholders' Equity**

(unaudited, dollars in millions, except share and per share data)

Thirteen Weeks Ended February 25, 2024 and

February 26, 2023								Thirteen Weeks Ended August 25, 2024 and August 27, 2023							
Common Stock, net of Treasury Shares	Common Stock, net of Treasury Shares	Common Stock Amount	Treasury Stock Amount	Additional Paid-in (Distributed) Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity	Common Stock, net of Treasury Shares	Common Stock Amount	Treasury Stock Amount	Additional Paid-in (Distributed) Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity	

**Balance at November 26, 2023**

Dividends declared, \$0.360 per share

Common stock issued

Stock-settled, stock-based compensation  
expense

Repurchase of common stock and  
common stock withheld to cover taxes

Other

Comprehensive income (loss)

**Balance at February 25, 2024**

**Balance at November 27, 2022**

**Balance at November 27, 2022**

**Balance at November 27, 2022**

Dividends declared, \$0.280 per share

**Balance at May 26, 2024**

Dividends declared, \$0.36 per share

Common stock issued

Stock-settled, stock-based compensation  
expense

Repurchase of common stock and  
common stock withheld to cover taxes

Other

Comprehensive income

**Balance at February 26, 2023**

**Balance at August 25, 2024**

**Balance at May 28, 2023**

**Balance at May 28, 2023**

**Balance at May 28, 2023**

Dividends declared, \$0.28 per share

Common stock issued

Stock-settled, stock-based compensation  
expense

Repurchase of common stock and  
common stock withheld to cover taxes

Other

Comprehensive income

**Balance at August 27, 2023**

Thirty-Nine Weeks Ended February 25, 2024 and February 26, 2023							
	Common Stock, net of Treasury Shares	Common Stock Amount	Treasury Stock Amount	Additional Paid-in (Distributed) Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity
<b>Balance at May 28, 2023</b>	145,665,683	\$ 150.3	\$ (314.3)	\$ (558.6)	\$ 2,160.7	\$ (26.8)	\$ 1,411.3
Dividends declared, \$0.920 per share	—	—	—	—	(133.2)	—	(133.2)
Common stock issued	433,914	0.4	—	0.3	—	—	0.7
Stock-settled, stock-based compensation expense	—	—	—	34.4	—	—	34.4
Repurchase of common stock and common stock withheld to cover taxes	(1,708,611)	—	(165.1)	—	—	—	(165.1)
Other	—	—	(0.7)	2.9	(1.2)	—	1.0
Comprehensive income	—	—	—	—	595.8	13.3	609.1
<b>Balance at February 25, 2024</b>	144,390,986	\$ 150.7	\$ (480.1)	\$ (521.0)	\$ 2,622.1	\$ (13.5)	\$ 1,758.2
<b>Balance at May 29, 2022</b>	144,071,428	\$ 148.0	\$ (264.1)	\$ (813.3)	\$ 1,305.5	\$ (15.6)	\$ 360.5
Dividends declared, \$0.770 per share	—	—	—	—	(110.8)	—	(110.8)
Common stock issued	293,458	0.3	—	1.4	—	—	1.7
Stock-settled, stock-based compensation expense	—	—	—	28.0	—	—	28.0
Repurchase of common stock and common stock withheld to cover taxes	(613,140)	—	(45.8)	—	—	—	(45.8)
Other	—	—	—	9.9	(1.5)	—	8.4
Comprehensive income (loss)	—	—	—	—	510.1	(37.3)	472.8
<b>Balance at February 26, 2023</b>	143,751,746	\$ 148.3	\$ (309.9)	\$ (774.0)	\$ 1,703.3	\$ (52.9)	\$ 714.8

See Condensed Notes to Consolidated Financial Statements.

**Lamb Weston Holdings, Inc.**  
**Consolidated Statements of Cash Flows**  
(unaudited, dollars in millions)

	Thirty-Nine Weeks Ended	
	February 25, 2024	February 26, 2023
	Thirteen Weeks Ended	
	August 25, 2024	August 27, 2023
<b>Cash flows from operating activities</b>		
Net income		
Net income		
Net income		
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization of intangibles and debt issuance costs		
Depreciation and amortization of intangibles and debt issuance costs		
Depreciation and amortization of intangibles and debt issuance costs		
Stock-settled, stock-based compensation expense		
Equity method investment earnings in excess of distributions		
Deferred income taxes		
Foreign currency remeasurement gain		
Blue chip swap transaction gains		
Other		

Changes in operating assets and liabilities, net of acquisitions:
Changes in operating assets and liabilities:
Receivables
Receivables
Receivables
Inventories
Income taxes payable/receivable, net
Prepaid expenses and other current assets
Accounts payable
Accrued liabilities
<b>Net cash provided by operating activities</b>
<b>Cash flows from investing activities</b>
Additions to property, plant and equipment
Additions to property, plant and equipment
Additions to property, plant and equipment
Additions to other long-term assets
Acquisition of interests in joint venture, net
Acquisition of business, net of cash acquired
Proceeds from blue chip swap transactions, net of purchases
Other
<b>Net cash used for investing activities</b>
<b>Cash flows from financing activities</b>
Proceeds from short-term borrowings, net
Proceeds from short-term borrowings, net
Proceeds from short-term borrowings, net
Proceeds from short-term borrowings
Proceeds from short-term borrowings
Proceeds from short-term borrowings
Repayments of short-term borrowings
Proceeds from issuance of debt
Proceeds from issuance of debt
Proceeds from issuance of debt
Repayments of debt and financing obligations
Dividends paid
Repurchase of common stock and common stock withheld to cover taxes
Other
<b>Net cash provided by financing activities</b>
<b>Net cash provided by (used for) financing activities</b>
Effect of exchange rate changes on cash and cash equivalents
<b>Net (decrease) increase in cash and cash equivalents</b>
<b>Net increase (decrease) in cash and cash equivalents</b>
<b>Cash and cash equivalents, beginning of period</b>
<b>Cash and cash equivalents, end of period</b>

See Condensed Notes to Consolidated Financial Statements.

**Lamb Weston Holdings, Inc.**  
**Condensed Notes to Consolidated Financial Statements**  
**(Unaudited)**

**1. NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**



Lamb Weston Holdings, Inc. ("we," "us," "our," the "Company," or "Lamb Weston") is a leading global producer, distributor, and marketer of value-added frozen potato products and is headquartered in Eagle, Idaho. Beginning in fiscal 2024, in connection with our recent acquisitions and to align with our expanded global footprint, we began managing our operations in We have two reportable segments: North America and International. See Note 12, Segments, for additional information on our reportable segments.

Basis of Presentation

The accompanying unaudited Consolidated Financial Statements present the financial results of Lamb Weston and its consolidated subsidiaries for the thirteen and thirty-nine weeks ended February 25, 2024 August 25, 2024 and February 26, 2023 August 27, 2023, and have been prepared in accordance with generally accepted accounting principles ("GAAP") in the United States of America ("U.S.).

These consolidated financial statements are unaudited and include all adjustments that we consider necessary for a fair presentation of such financial statements and consist only of normal recurring adjustments. The preparation of financial statements involves the use of estimates and accruals. The actual results that we experience may differ materially from those estimates. Results for interim periods should not be considered indicative of results for our full fiscal year, which ends the last Sunday in May.

These financial statements and related condensed notes should be read together with the consolidated financial statements and notes in our Annual Report on Form 10-K for the fiscal year ended May 28, 2023 May 26, 2024 (the "Form 10-K"), where we include additional information on our critical accounting estimates, policies, and the methods and assumptions used in our estimates. We filed the Form 10-K with the Securities and Exchange Commission (the "SEC") on July 25, 2023 July 24, 2024.

Certain amounts from prior period consolidated financial statements have been reclassified to conform with current period presentation.

Accounting Pronouncements Not Yet Adopted

In November 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures. ASU 2023-07 expands public entities' segment disclosures by requiring disclosure of significant segment expenses that are regularly provided to the chief operating decision maker and included within each reported measure of segment profit or loss, an amount and description of its composition for other segment items, and interim disclosures of a reportable segment's profit or loss and assets. ASU 2023-07 is effective for our Annual Report on Form 10-K for the fiscal year ending May 25, 2025, and subsequent interim periods, with early adoption permitted. We are evaluating the impact of adopting this ASU on our consolidated financial statements and related disclosures.

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures, to enhance transparency and decision usefulness of income tax disclosures, particularly around rate reconciliations and income taxes paid information. ASU 2023-09 is effective for our Annual Report on Form 10-K for the fiscal year ending May 25, 2025 May 24, 2026, on a prospective basis, with early adoption permitted. We are evaluating the impact of adopting this ASU on our consolidated financial statements and related disclosures.

There were no other accounting pronouncements recently issued that had or are expected to have a material impact on our consolidated financial statements.

2. EARNINGS PER SHARE

The following table sets forth the computation of basic and diluted earnings per common share for the periods presented:

		Thirteen Weeks Ended		Thirteen Weeks Ended		Thirty-Nine Weeks Ended			Thirteen Weeks Ended
(in millions, except per share amounts)	(in millions, except per share amounts)	February 25, 2024	February 26, 2023	February 25, 2024	February 26, 2023	(in millions, except per share amounts)	August 25, 2024		August 27, 2023
Numerator:									
Net income									
Net income									
Net income									
Denominator:									
Denominator:									
Denominator:									
Basic weighted average common shares outstanding									
Basic weighted average common shares outstanding									
Basic weighted average common shares outstanding		144.5	144.0	145.0	144.0	143.6	145.7		145.7
Add: Dilutive effect of employee incentive plans (a)	Add: Dilutive effect of employee incentive plans (a)		0.8	0.7		0.6	0.9		0.9

Diluted weighted average common shares outstanding	Diluted weighted average common shares outstanding	145.3	144.8	145.8	144.7	Diluted weighted average common shares outstanding	144.2	146.6	146.6
Earnings per share:									
Earnings per share:									
Earnings per share:									
Basic									
Basic									
Basic									
Diluted									

- (a) Potential dilutive shares of common stock under employee incentive plans are determined by applying the treasury stock method to the assumed exercise of outstanding stock options and the assumed vesting of outstanding restricted stock units and performance awards. As of February 25, 2024 August 25, 2024, an insignificant number 0.8 million shares of stock-based awards were excluded from the computation of diluted earnings per share because they would be antidilutive. As of February 26, 2023 August 27, 2023, 0.6 million 0.2 million shares of stock-based awards were excluded from the computation of diluted earnings per share because they would be antidilutive.

### 3. INCOME TAXES

Income tax expense for the thirteen and thirty-nine weeks ended February 25, 2024 and February 26, 2023 was periods presented were as follows:

		Thirteen Weeks Ended		Thirteen Weeks Ended		Thirty-Nine Weeks Ended		Thirteen Weeks Ended
		February 25, 2024	February 26, 2023	February 25, 2024	February 26, 2023	(in millions)	August 25, 2024	August 27, 2023
(in millions)	(in millions)							
Income before income taxes and equity method earnings								
Equity method investment earnings (loss)								
Income tax expense								
Effective tax rate (a)	Effective tax rate (a)	22.8%	19.4%	23.1%	23.0%	Effective tax rate (a)	28.5%	22.9%

- (a) The effective income tax rate is calculated as the ratio of income tax expense to pre-tax income, inclusive of equity method investment earnings. The Our effective tax rate varies from increased during the U.S. statutory tax rate first quarter of 21% principally fiscal 2025, primarily due to the impact a higher proportion of U.S. state taxes, foreign taxes earnings from our international locations with higher tax rates and currency, permanent differences, and discrete tax items.

#### Income Taxes Paid

Income taxes paid, net of refunds, were \$140.4 million \$6.0 million and \$168.5 million \$4.2 million during the thirty-nine thirteen weeks ended February 25, 2024 August 25, 2024 and February 26, 2023 August 27, 2023, respectively.

### 4. INVENTORIES

Inventories are valued at the lower of cost (determined using the first-in, first-out method) or net realizable value and include all costs directly associated with manufacturing products: materials, labor, and manufacturing overhead. The components of inventories were as follows:

		February 25, 2024	May 28, 2023		August 25, 2024	May 26, 2024
(in millions)	(in millions)			(in millions)		
Raw materials and packaging						
Finished goods						
Supplies and other						
Inventories						

### 5. PROPERTY, PLANT AND EQUIPMENT

The components of property, plant and equipment were as follows:

		February 25, 2024	May 28, 2023		August 25, 2024	May 26, 2024
(in millions)	(in millions)			(in millions)		
Land and land improvements						

Buildings, machinery and equipment
Furniture, fixtures, office equipment and other
Construction in progress
Property, plant and equipment, at cost
Less accumulated depreciation
Property, plant and equipment, net

Depreciation expense was \$70.8 million At August 25, 2024 and \$48.8 million for the thirteen weeks ended February 25, 2024 and February 26, 2023, respectively; and \$203.2 million and \$145.8 million for the thirty-nine weeks ended February 25, 2024 and February 26, 2023, respectively. At February 25, 2024 and May 28, 2023 May 26, 2024, purchases of property, plant and equipment included in accounts payable were \$156.9 million \$148.8 million and \$82.6 million \$292.0 million, respectively.

Below is a breakdown of depreciation and amortization between cost of sales ("COS") and selling, general and administrative expenses ("SG&A").

(in millions)	August 25, 2024	August 27, 2023
Depreciation - COS	\$ 78.5	\$ 62.9
Depreciation - SG&A	3.4	3.0
	<u>\$ 81.9</u>	<u>\$ 65.9</u>
Amortization - SG&A	<u>\$ 7.4</u>	<u>\$ 2.7</u>

Interest capitalized within construction in progress for the thirteen weeks ended February 25, 2024 August 25, 2024 and February 26, 2023 August 27, 2023, was \$13.8 million \$6.7 million and \$5.8 million, respectively; and \$37.3 million and \$11.9 million for the thirty-nine weeks ended February 25, 2024 and February 26, 2023 \$10.5 million, respectively.

## 6. GOODWILL AND OTHER IDENTIFIABLE INTANGIBLE ASSETS

The following table presents changes in goodwill balances, by segment, for the thirty-nine thirteen weeks ended February 25, 2024 August 25, 2024:

(in millions)	North America	International	Total
Balance at May 28, 2023 (a)	\$ 722.4	\$ 318.3	\$ 1,040.7
Acquisition	—	8.5	8.5
Foreign currency translation adjustment	4.2	3.2	7.4
Balance at February 25, 2024	<u>\$ 726.6</u>	<u>\$ 330.0</u>	<u>\$ 1,056.6</u>

(in millions)	North America	International	Total
Balance at May 26, 2024	\$ 728.8	\$ 331.1	\$ 1,059.9
Foreign currency translation adjustment	19.0	8.6	27.6
Balance at August 25, 2024	<u>\$ 747.8</u>	<u>\$ 339.7</u>	<u>\$ 1,087.5</u>

(a) As a result of our change in segments, effective May 29, 2023, goodwill was reassigned to the North America and International segments based on relative fair value using a market-based approach. Before and after the reassignment of our goodwill, we completed impairment assessments and concluded there were no indications of impairment in our segments. See Note 12, Segments, for more information related to the change in segments.

Other identifiable intangible assets were as follows:

Other identifiable intangible assets were as follows:																		
February 25, 2024										May 28, 2023								
August 25, 2024										May 26, 2024								
(in millions, except useful lives)	(in millions, except useful lives)	Weighted Average Useful Life (in years)	Gross Carrying Amount	Accumulated Amortization	Intangible Assets, Net	Weighted Average Useful Life (in years)	Gross Carrying Amount	Accumulated Amortization	Intangible Assets, except useful lives)	(in millions, except useful lives)	Weighted Average Useful Life (in years)	Gross Carrying Amount	Accumulated Amortization	Intangible Assets, Net	Weighted Average Useful Life (in years)	Gross Carrying Amount	Accumulated Amortization	Intangible Assets, Net

Non-amortizing intangible assets (a)	
Amortizing intangible assets (b)	
	\$

- (a) Non-amortizing intangible assets represent brands and trademarks.
- (b) Amortizing intangible assets are principally composed of licensing agreements, brands, and customer relationships. Amortization expense, including developed technology amortization expense, was \$7.1 million and \$1.4 million for the thirteen weeks ended February 25, 2024 and February 26, 2023, respectively; and \$12.4 million and \$4.3 million for the thirty-nine weeks ended February 25, 2024 and February 26, 2023, respectively. Foreign intangible assets are affected by foreign currency translation.

7. OTHER ASSETS

The components of other assets were as follows:						
(in millions)	(in millions)	February 25, 2024	May 28, 2023	(in millions)	August 25, 2024	May 26, 2024
Capitalized software costs						
Property, plant and equipment deposits						
Equity method investments						
Other						
Other assets						

8. ACCRUED LIABILITIES

The components of accrued liabilities were as follows:						
(in millions)	(in millions)	February 25, 2024	May 28, 2023	(in millions)	August 25, 2024	May 26, 2024
Compensation and benefits						
Taxes payable						
Accrued trade promotions						
Dividends payable to shareholders						
Current portion of operating lease obligations						
Accrued interest						
Plant utilities and accruals						
Derivative liabilities and payables						
Dividends payable to shareholders						
Taxes payable						
Current portion of operating lease obligations						
Plant utilities and accruals						
Accrued interest						
Other						
Accrued liabilities						

9. DEBT AND FINANCING OBLIGATIONS

The components of our debt, including financing obligations, were as follows:											
(in millions)	(in millions)	February 25, 2024		May 28, 2023	(in millions)	August 25, 2024		May 26, 2024			
		Amount	Amount	Interest Rate	Amount	Interest Rate	Amount	Interest Rate	Amount	Interest Rate	Interest
Short-term borrowings:											
U.S. revolving credit facility											

U.S. revolving credit facility					
U.S. revolving credit facility	\$	405.0	6.681 %	\$	— 7.710 %
Euro revolving credit facility					
Other credit facilities		22.2	(a)	11.4	(a)
		540.8			
Global revolving credit facility					
Global revolving credit facility					
Global revolving credit facility	\$	490.6	6.620 %	\$	291.3 6.580 %
Other credit facilities (a)					
		530.4			
		530.4			
		530.4			

Long-term debt:

Long-term debt:

Long-term debt:

Term A-1 loan facility, due June 2026 (b)	
Term A-1 loan facility, due June 2026 (b)	
Term A-1 loan facility, due June 2026 (b)	
Term A-2 loan facility, due April 2025 (b)	
Term A-3 loan facility, due January 2030 (b)	
Term A-4 loan facility, due May 2029 (b)	
RMB loan facility, due February 2027	
Euro loan facility, due December 2024	
Euro term loan facility, due May 2029	
4.875% senior notes, due May 2028	
4.125% senior notes, due January 2030	
4.375% senior notes, due January 2032	
	3,328.0
	3,513.3

Financing obligations:

Financing obligations:

Financing obligations:

Lease financing obligations due on various dates through 2040	
Lease financing obligations due on various dates through 2040	
Lease financing obligations due on various dates through 2040	
Total debt and financing obligations	
Total debt and financing obligations	
Total debt and financing obligations	
Debt issuance costs and debt discounts (c)	
Debt issuance costs and debt discounts (c)	
Debt issuance costs and debt discounts (c)	
Short-term borrowings, net of debt discounts	
Short-term borrowings, net of debt discounts	
Short-term borrowings, net of debt discounts	
Debt issuance costs (c)	
Debt issuance costs (c)	
Debt issuance costs (c)	
Short-term borrowings	
Short-term borrowings	

## Short-term borrowings

Current portion of long-term debt and financing obligations

Current portion of long-term debt and financing obligations

Current portion of long-term debt and financing obligations

Long-term debt and financing obligations, excluding current portion

Long-term debt and financing obligations, excluding current portion

Long-term debt and financing obligations, excluding current portion

- (a) Other credit facilities consist of several short-term facilities at one of our subsidiaries used for working capital purposes and have purposes. Borrowings under these facilities bear interest at various interest rates.
- (b) The interest rates applicable to the Term A-1, A-2, A-3, and A-3 A-4 loans do not include anticipated patronage dividends. We have received and expect to continue receiving patronage dividends under all three term loan facilities.
- (c) Excludes debt issuance costs of \$1.9 million \$4.7 million and \$2.5 million \$4.9 million as of February 25, 2024 August 25, 2024 and May 28, 2023 May 26, 2024, respectively, related to our U.S. Global revolving credit facility, which are recorded in "Other assets" on our Consolidated Balance Sheets.

As of February 25, 2024 August 25, 2024, we had \$908.8 million \$1,004.0 million of available liquidity under our committed global revolving credit facilities in the U.S. and LW EMEA facility.

For the thirty-nine thirteen weeks ended February 25, 2024 August 25, 2024 and February 26, 2023 August 27, 2023, we paid \$151.3 million \$56.7 million and \$120.6 million \$56.9 million of interest on debt, respectively.

On September 27, 2024, we amended our credit agreement, dated as of May 3, 2024, relating to our term loan facilities with certain lenders and AgWest Farm Credit, PCA, as administrative agent (the "Amended Term Loan Agreement"). The Amended Term Loan Agreement, among other things, established a new \$500 million term loan facility with a maturity date of September 2031 ("Term A-5 Loan"). We used the proceeds of the Term A-5 Loan to repay the Term A-1 loan facility in full and \$275 million of borrowings under our global revolving credit facility.

Borrowings of the Term A-5 Loan bear interest at a per annum rate equal to (i) an applicable rate plus (ii) the Adjusted Term SOFR Rate, the Base Rate or the Fixed Rate (each as defined in the Amended Term Loan Agreement). The applicable rate is based on the Company's consolidated net leverage ratio and ranges between 1.85% to 2.85% (or, in the case of Base Rate-based loans, 0.85% to 1.85%).

For more information about our debt and financing obligations, interest rates, and debt covenants, see Note 8, 6, Debt and Financing Obligations, of the Notes to Consolidated Financial Statements in "Part II, Item 8. Financial Statements and Supplementary Data" of the Form 10-K.

## 10. FAIR VALUE MEASUREMENTS

The fair values of cash equivalents, receivables, accounts payable, and short-term debt approximate their carrying amounts due to their short duration.

The following table presents our financial assets and liabilities measured at fair value on a recurring basis based upon the level within the fair value hierarchy in which the fair value measurements fall:

	As of February 25, 2024					As of August 25, 2024				
	(in millions)	Level 1	Level 2	Level 3	Fair Value of Assets (Liabilities)	(in millions)	Level 1	Level 2	Level 3	Fair Value of Assets (Liabilities)
Derivative assets (a)										
Derivative liabilities (a)										
Deferred compensation liabilities (b)										
Fair value, net										

	As of May 28, 2023					As of May 26, 2024				
	(in millions)	Level 1	Level 2	Level 3	Fair Value of Assets (Liabilities)	(in millions)	Level 1	Level 2	Level 3	Fair Value of Assets (Liabilities)
Derivative assets (a)										
Derivative liabilities (a)										
Deferred compensation liabilities (b)										

Fair value, net

- (a) Derivative assets and liabilities included in Level 2 primarily represent commodity swaps, option contracts, interest rate swaps and currency contracts. The fair values of our Level 2 derivative assets these derivatives were determined using valuation models that use market observable inputs including both forward and spot prices for commodities and foreign currencies. prices. Derivative assets are presented within "Prepaid expenses and other current assets" on our Consolidated Balance Sheets and derivative liabilities are presented within "Accrued liabilities" on our Consolidated Balance Sheets.
- (b) The fair values of our Level 2 deferred compensation liabilities were valued using third-party valuations, which are based on the net asset values of mutual funds in our retirement plans. While the underlying assets are actively traded on an exchange, the funds are not. Deferred compensation liabilities are primarily presented within "Other noncurrent liabilities" on our Consolidated Balance Sheets.

As of February 25, 2024 August 25, 2024, we had \$2,170.0 million \$2,495.0 million of fixed-rate and \$1,698.8 million \$1,548.7 million of variable-rate debt outstanding. Based on current market rates, the fair value of our fixed-rate debt was estimated to be \$1,995.9 million \$2,370 million as of February 25, 2024 August 25, 2024. Any differences between the book value and fair value are due to the difference between the period-end market interest rate and the stated rate of our fixed-rate debt. The fair value of our variable-rate term debt approximates the carrying amount and approximates current market prices.

11. STOCKHOLDERS' EQUITY

Share Repurchase Program

On October 11, 2023, we announced that our Board of Directors increased our share repurchase authorization to an aggregate amount of \$500.0 million. The program has no expiration date. During the thirteen weeks ended February 25, 2024, we did not repurchase any shares under the program. During the thirty-nine weeks ended February 25, 2024 August 25, 2024, we repurchased 1,564,351 1,412,852 shares of our common stock for an aggregate purchase price of \$150.0 million \$82.0 million, or a weighted-average price of \$95.89 \$58.04 per share. As of February 25, 2024 August 25, 2024, \$450.0 million \$308.0 million remained authorized for repurchase under the our share repurchase program.

Dividends

During the thirty-nine thirteen weeks ended February 25, 2024 August 25, 2024, we paid \$122.0 million \$51.7 million of cash dividends to our common stockholders. In addition, on March 1, 2024 August 30, 2024, we paid \$52.0 million \$51.6 million of cash dividends to common stockholders of record as of the close of business on February 2, 2024 August 2, 2024. On March 20, 2024 September 26, 2024, our Board of Directors declared a cash dividend of \$0.36 per share of our common stock. This dividend will be paid on May 31, 2024 November 29, 2024, to common stockholders of record as of the close of business on May 3, 2024 November 1, 2024.

Accumulated Other Comprehensive Income (Loss)

Changes in accumulated other comprehensive income (loss), net of taxes, as of February 25, 2024 August 25, 2024 were as follows:

	Foreign Currency Translation	Pension and Post-Retirement Benefits	Other	Accumulated Other Comprehensive Income (Loss)		Foreign Currency Translation	Pension and Post-Retirement Benefits	Other	Accumulated Other Comprehensive Income (Loss)
(in millions)	(in millions)				(in millions)				
Balance as of May 28, 2023									
Balance as of May 26, 2024									
Other comprehensive income before reclassifications, net of tax									
Net current-period other comprehensive income									
Balance as of February 25, 2024									
Balance as of August 25, 2024									

12. SEGMENTS

Effective May 29, 2023, to align with our expanded global footprint following the completion of our acquisition of the remaining 50% equity interest in Lamb-Weston/Meijer v.o.f., our former European joint venture ("LW EMEA"), management, including our chief executive officer (who is our chief operating decision maker), began managing operations in two business segments based on management's change to the way it monitors performance, aligns strategies, and allocates resources. As a result of this change, we now We have two operating segments, each of which is a reportable segment: North America and International. Our chief operating decision maker receives periodic management reports under this structure, which as discussed above, informs operating decisions, performance assessment, and resource allocation decisions at the segment level. These reportable segments are each managed by a general manager and supported by a cross functional team assigned to support the segment.

Thirteen Weeks Ended Thirteen Weeks Ended Thirty-Nine Weeks Ended Thirteen Weeks Ended

(in millions)	(in millions)	February 25, 2024 (a)	February 26, 2023	February 25, 2024 (a)	February 26, 2023	(in millions)	August 25, 2024	August 27, 2023
Segment net sales								
North America								
North America								
North America								
International (b)								
	I							
	\$							

		Thirteen Weeks Ended		Thirteen Weeks Ended		Thirty-Nine Weeks Ended		Thirteen Weeks Ended
(in millions)	(in millions)	February 25, 2024 (a)	February 26, 2023	February 25, 2024 (a)	February 26, 2023	(in millions)	August 25, 2024	August 27, 2023
Segment Adjusted EBITDA								
North America								
North America								
North America								
International (b)								
Total Reportable Segments Adjusted EBITDA								
Unallocated corporate costs (c) (a)								
Depreciation and amortization (e) (b)								
Unrealized derivative losses								
Unconsolidated joint venture unrealized derivative losses								
Unrealized derivative gains								
Foreign currency exchange losses								
Blue chip swap transaction gains (c)								
Items impacting comparability:								
Inventory step-up from acquisition								
Inventory step-up from acquisition								
Inventory step-up from acquisition								
Integration and acquisition-related items, net								
Gain on acquisition of interest in joint ventures (f)								
Interest expense, net								
Income before income taxes								
Income tax expense								
Net income								

(a) During the thirteen and thirty-nine weeks ended February 25, 2024, we transitioned certain central systems and functions, including order to cash, produce to deliver, source to pay, and inventory management, among others in North America, to a new enterprise resource planning system. After the transition, we experienced reduced visibility into finished goods inventories at our distribution centers, resulting in a higher-than-expected effect on customer order fulfillment rates. By the end of the quarter, we restored the visibility into our finished goods inventories and customer order fulfillment rates to pre-transition levels.

(b) We acquired the remaining interest in LW EMEA in the fourth quarter of fiscal 2023. Accordingly, LW EMEA's adjusted EBITDA is reported in the International segment for the thirteen and thirty-nine weeks ended February 25, 2024, whereas in the same period in the prior year, our 50% equity interest in LW EMEA was recorded using equity method accounting. As a result, only 50% of LW EMEA's adjusted EBITDA is reported in the International segment for the thirteen and thirty-nine weeks ended February 26, 2023.

(c) Unallocated corporate costs included include costs related to corporate support staff and support services, foreign exchange gains and losses and unrealized mark-to-market derivative gains and losses. Support services include, but are not limited to, our administrative, information technology, human resources, finance, and accounting functions that are not specifically allocated to the segments.

Unallocated corporate costs for the thirteen and thirty-nine weeks ended February 25, 2024 included unallocated corporate costs of LW EMEA, whereas in the same period in the prior year, our portion of LW EMEA's unallocated corporate costs were recorded in "Equity method investment earnings" in the



## Consolidated Statements of Earnings in the International segment.

- (d) The thirteen weeks ended February 25, 2024 included a \$25.0 million charge (\$19.0 million after-tax, or \$0.13 per share) related to a write-off of excess raw potatoes. The total charge to the reporting segments was as follows: \$22.7 million to the North America segment and \$2.3 million to the International segment. The thirty-nine weeks ended February 25, 2024 included a \$95.9 million charge (\$72.9 million after-tax, or \$0.50 per share) related to a write-off of excess raw potatoes. The total charge to the reporting segments was as follows: \$86.0 million to the North America segment and \$9.9 million to the International segment.
- (e) (b) Depreciation and amortization included include interest expense, income tax expense, and depreciation and amortization from equity method investments of \$2.1 million and \$9.3 million \$2.2 million for the thirteen weeks ended February 25, 2024 August 25, 2024 and February 26, 2023, respectively; and \$6.4 million and \$26.9 million for the thirty-nine weeks ended February 25, 2024 and February 26, 2023, respectively; August 27, 2023.
- (f) (c) The thirty-nine weeks ended February 26, 2023 included a \$15.1 million (before and after-tax) gain recognized in connection with our acquisition of an additional 40% equity interest in Lamb Weston Alimentos Modernos S.A. ("LWAMSA") in July 2022. This gain We enter into blue chip swap transactions to transfer U.S. dollars into Argentina primarily related to remeasuring funding our previously held 50% equity interest announced capacity expansion in LWAMSA to fair value, recorded in "Equity method investment earnings" in the Consolidated Statements of Earnings, and is excluded Argentina. The blue chip swap rate can diverge significantly from the financial results of our International segment, Argentina's official exchange rate.

## 13. COMMITMENTS, CONTINGENCIES, GUARANTEES AND LEGAL PROCEEDINGS

We have financial commitments and obligations that arise in the ordinary course of our business. These include long-term debt, lease obligations, and purchase commitments for goods and services, and legal proceedings. There have been no material changes to the commitments, contingencies, guarantees and legal proceedings disclosed in Note 14, Commitments, Contingencies, Guarantees, and Legal Proceedings, of the Notes to Consolidated Financial Statements in "Part II, Item 8. Financial Statements and Supplementary Data" of the Form 10-K.

In June 2024, an alleged purchaser of the Company's common stock filed a lawsuit against the Company and certain of our executive officers in the U.S. District Court for the District of Idaho on behalf of a putative class of stock purchasers for alleged violations of the federal securities laws. A similar lawsuit was filed in the same court in August 2024. Plaintiffs allege that the defendants made misrepresentations and omissions regarding the design and implementation of our enterprise resource planning system. We believe the lawsuits lack merit and intend to vigorously defend against the allegations. In addition, in August 2024, an alleged shareholder filed a derivative lawsuit purportedly on behalf of the Company against certain of our executive officers and directors, alleging breaches of fiduciary and other duties owed to the Company, based on the same matters alleged in the securities lawsuits. A similar derivative lawsuit was filed in September 2024. We intend to vigorously defend against the allegations.

We are also a party to various other legal actions arising in the ordinary course of our business. These claims, legal proceedings and litigation principally arise from alleged casualty, product liability, employment, and other disputes. In determining loss contingencies, we consider the likelihood of loss as well as the ability to reasonably estimate the amount of such loss or liability. An estimated loss is recognized when it is considered probable that a liability has been incurred and when the amount of loss can be reasonably estimated. While any claim, proceeding or litigation has an element of uncertainty, we believe the outcome of any of these that are pending or threatened will not have a material adverse effect on our financial condition, results of operations, or cash flows.

## 14. SUBSEQUENT EVENTS

On October 1, 2024, we announced a restructuring plan that is designed to drive operational and cost efficiencies and improve cash flows. The restructuring plan includes:

- The permanent closure of our manufacturing facility in Connell, Washington, effective October 1, 2024;
- The temporary curtailment of certain production lines and schedules across our manufacturing network in North America;
- A reduction in operating expenses, including headcount reductions approximating 4% of our global workforce, and the elimination of certain unfilled job positions; and
- A reduction in fiscal 2025 capital expenditures

In connection with this restructuring plan, we expect to record total pre-tax charges of \$200 million to \$250 million primarily relate to costs associated with contracted raw potatoes that will not be used due to production line curtailments, accelerating depreciation of assets, the write-down of inventory and long-lived assets, employee severance and other one-time termination benefits, and other costs. We expect to record most of the pre-tax charges in the second quarter of fiscal 2025, with the remainder expected to be recorded during the second half of fiscal 2025.

## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations, which we refer to as "MD&A," should be read in conjunction with our condensed consolidated financial statements and related notes included in "Financial Information" of this Quarterly Report on Form 10-Q (this "Form 10-Q") and in "Financial Statements and Supplementary Data" of the Company's Annual Report on Form 10-K for the fiscal year ended May 28, 2023 May 26, 2024 (the "Form 10-K"), which we filed with the United States ("U.S.") Securities and Exchange Commission (the "SEC") on July 25, 2023 July 24, 2024.

### Forward-Looking Statements

This report, including the MD&A, contains forward-looking statements within the meaning of the federal securities laws. Words such as “will,” “continue,” “may,” “expect,” “would,” “believe,” “deliver,” “manage,” “reduce,” “remain,” “estimate,” “anticipate,” “drive,” “leverage,” “increase,” “benefit,” “decline,” “increase,” “create,” “outlook,” and variations of such words and similar expressions are intended to identify forward-looking statements. Examples of forward-looking statements include, but are not limited to, statements regarding our business and financial outlook and prospects, our plans **execution, and strategies and anticipated benefits therefrom, including with respect to the Restructuring Plan (as defined below), expected completion and impacts of restructuring activities and cost-saving or efficiency initiatives,** capital expenditures and investments, pricing actions, **operational costs, volume growth, cash flows, liquidity, dividends, enterprise resource planning (“ERP”) system implementation, integration of and inflation, demand for our former European joint venture, Lamb-Weston/Meijer v.o.f. (“LW EMEA”), and inflation, products, our cost structure,** conditions in our industry, and the global economy. These forward-looking statements are based on management’s current expectations and are subject to uncertainties and changes in circumstances. Readers of this report should understand that these statements are not guarantees of performance or results. Many factors could affect these forward-looking statements and our actual financial results and cause them to vary materially from the expectations contained in the forward-looking statements, including those set forth in this report. These risks and uncertainties include, among other things: **the availability consumer preferences, including restaurant traffic in North America and prices of raw materials our international markets, and other commodities; labor shortages and other operational challenges;** an uncertain general economic environment, including inflationary pressures and recessionary concerns, any of which could adversely impact our business, financial condition or results of operations, including the demand and prices for our products; **the availability and prices of raw materials and other commodities; operational challenges; our ability to successfully implement the Restructuring Plan, including achieving the benefits of restructuring activities and cost-saving or efficiency initiatives and possible changes in the size and timing of related charges; difficulties, disruptions or delays in implementing new technology, including such as our new ERP enterprise resource planning (“ERP”) system; risks associated with integrating acquired businesses, including LW EMEA;** levels of labor and people-related expenses; our ability to successfully execute our long-term value creation strategies; our ability to execute on large capital projects, including construction of new production lines or facilities; the competitive environment and related conditions in the markets in which we operate; political and economic conditions of the countries in which we conduct business and other factors related to our international operations; disruptions in the global economy caused by conflicts such as the war in Ukraine and conflicts in the Middle East and the possible related heightening of our other known risks; **the ultimate outcome of litigation or any product recalls or withdrawals; changes in our relationships with our growers or significant customers;** impacts on our business due to health pandemics or other contagious outbreaks, such as the COVID-19 pandemic, including impacts on demand for our products, increased costs, disruption of supply, other constraints in the availability of key commodities and other necessary services or restrictions imposed by public health authorities or governments; disruption of our access to export mechanisms; risks associated with **integrating acquired businesses, including our former European joint venture, Lamb-Weston/Meijer v.o.f. (“LW EMEA”); risks associated with other possible acquisitions; our debt levels; changes in our relationships with our growers or significant customers;** actions of governments and regulatory factors affecting our businesses; **the ultimate outcome of litigation or any product recalls;** our ability to pay regular quarterly cash dividends and the amounts and timing of any future dividends; and other risks described in our reports filed from time to time with the SEC. We caution readers not to place undue reliance on any forward-looking statements included in this report, which speak only as of the date of this report. We undertake no responsibility for updating these statements, except as required by law.

## Overview

Lamb Weston Holdings, Inc. (“we,” “us,” “our,” the “Company,” or “Lamb Weston”) is a leading global producer, distributor, and marketer of value-added frozen potato products. We are the number one supplier of value-added frozen potato products in North America and a leading supplier of value-added frozen potato products internationally, with a strong and growing presence in high-growth emerging markets. We offer a broad product portfolio to a diverse channel and customer base in over 100 countries. French fries represent the majority of our value-added frozen potato product portfolio.

This MD&A is provided as a supplement to the consolidated financial statements and related condensed notes included elsewhere herein to help provide an understanding of our financial condition, changes in financial condition and results of our operations. Our MD&A is based on financial data derived from the financial statements prepared in accordance with U.S. generally accepted accounting principles (“GAAP”). We have also presented Adjusted EBITDA, Adjusted Gross Profit, **and Adjusted Selling, General and Administrative expenses (“SG&A”) expenses, and Adjusted Equity Method Investment Earnings,** each of which is considered a non-GAAP financial measure, to supplement the financial information included in this report. Refer to “Non-GAAP Financial Measures” below for the definitions of Adjusted EBITDA, Adjusted Gross Profit, **and Adjusted SG&A, and Adjusted Equity Method Investment Earnings,** and a reconciliation of these non-GAAP financial measures to their most directly comparable GAAP financial measures, net income, gross profit, **or SG&A, or equity method investment earnings,** as applicable. For more information, refer to the “Results of Operations” and “Non-GAAP Financial Measures” sections below.

## Executive Summary

**Our third In a challenging operating environment, we delivered first quarter financial results include a higher-than-expected impact from the transition to a new ERP system that were generally in North America. As previously disclosed, at the beginning of line with our third quarter of fiscal 2024, we began transitioning certain central systems and functions in North America to a new ERP system, as part of our multi-year effort to upgrade our information systems and ERP infrastructure across the company. The transition resulted in a temporary reduction in visibility into our finished goods inventories at distribution centers, which affected our ability to fulfill customer orders. As a result, our sales expectations, driven by sequentially improved volume performance, declined in the quarter solid price/mix, and margins were pressured more than we initially anticipated, as more fully described below in “Results strict management of Operations.” By the end of the quarter, we restored the visibility into our finished goods inventories and customer order fulfillment rates to pre-transition levels.**

**In the third quarter of fiscal 2024, our net sales growth was driven by incremental sales related to our acquisition of the remaining equity interest in LW EMEA (the “LW EMEA Acquisition”), our former joint venture in Europe. Excluding this benefit from the LW EMEA Acquisition, our sales declined, due to a slower-than-expected ramp up to pre-ERP system transition customer order fulfillment levels, the carryover impact of our decisions to exit lower-margin business to strategically manage our sales mix in the prior year, and soft restaurant operating costs. Restaurant traffic and frozen potato demand, trends relative to supply, however, continue to be soft, and we believe it will remain soft through the remainder of fiscal 2025.**

**To drive operational and cost efficiencies and improve cash flows, on October 1, 2024, we announced a restructuring plan (the “Restructuring Plan”) that includes the permanent closure of an older, higher-cost processing facility and the temporary curtailment of certain production lines and schedules in our manufacturing network in North America. Together, we expect these actions will help us better manage our factory utilization rates and other key international markets. The decline ease some of the industry’s current supply-demand imbalance in sales volume more than offset the carryover benefit of inflation-driven pricing North America. We also announced actions taken in the**

prior year, to reduce operating expenses, including reducing global headcount and eliminating certain unfilled job positions, as well as selected pricing actions in the current year, reducing estimated fiscal 2025 capital expenditures by \$100 million.

Our net income declined in connection with the Restructuring Plan, we expect to record total pre-tax charges of \$200 million to \$250 million in fiscal 2025 (most of which will be recorded during the third quarter fiscal second quarter), of which we estimate that approximately 80% will be cash and 20% will be non-cash. The charges primarily relate to the costs associated with contracted raw potatoes that will not be used due to production line curtailments, accelerating depreciation of assets, the write-down of inventory and long-lived assets, employee severance and other one-time termination benefits, and other costs. In fiscal 2024, largely reflecting lower income from operations 2025, we expect these actions to deliver approximately \$55 million of pre-tax savings (approximately \$85 million on an annualized basis) and reduce working capital.

## Outlook

Despite a challenging environment, in fiscal 2025, we expect higher interest expense. Our Adjusted EBITDA declined sales volumes and improved mix will drive sales growth on a constant currency basis, as compared to fiscal 2024. We expect volume will decline during the prior year quarter primarily first half of fiscal 2025 due to the impact of market share losses and menu price inflation, which we believe will continue to affect global restaurant traffic and demand for frozen potato products. We anticipate that volume will increase in the second half of fiscal 2025 as we lap the prior-year impact of transitioning to our new ERP system transition, and benefit from recent customer contract wins.

We expect our earnings will decline as higher manufacturing costs per pound driven by input cost inflation, costs associated with the Restructuring Plan, investments in price and a \$25.0 million pre-tax charge for the write-off of excess raw potatoes trade to attract and retain volume, and higher depreciation expense associated with our recent capacity expansion efforts will more than offsetting incremental earnings from offset the LW EMEA Acquisition benefits of volume growth, improved mix, and favorable price/mix. The charge to write-off excess potatoes largely reflects a reduction in our sales volume estimate to reflect soft restaurant traffic trends in North America and other key international markets, and lower order fulfillment rates in our fiscal third quarter related to the ERP system transition. The charge cost saving initiatives. We anticipate that input costs, in the current quarter is in addition aggregate, will continue to the \$70.9 million pre-tax write-off of excess raw potatoes that we incurred in the second quarter of fiscal 2024.

In the first three quarters of fiscal 2024, we generated net cash from operating activities of \$481.5 million, up \$146.4 million rise, but at a more moderate rate as compared to the first three quarters of fiscal 2023, primarily due to higher earnings. We returned an aggregate of \$272.0 million to our common stockholders in the form of cash dividends and share repurchases. We ended the third quarter with \$62.3 million of cash and cash equivalents and \$908.8 million of available liquidity under committed revolving credit facilities in the U.S. and Europe.

Our capacity expansion and modernization efforts in Idaho and the Netherlands remain on track, while the expected availability from our capacity expansion in Argentina has been postponed from fall 2024 to mid-2025.

## Outlook

For the remainder of fiscal 2024, we expect to deliver net sales growth that is driven by the carryover benefit of pricing actions taken in fiscal 2023, as well as pricing actions in select sales channels taken in fiscal 2024. We expect volume growth that an increase in SG&A will reflect charges associated with the Restructuring Plan, higher performance-based compensation expense, incremental non-cash amortization of prior investments in our ERP infrastructure, inflation, and investments in our information technology infrastructure, and will largely be pressured, with performance mixed offset by geography cost savings from our Restructuring Plan and sales channel. other cost saving initiatives.

We believe the proactive restructuring actions will improve our operating efficiency, profitability, and cash flows, while also helping to position us to continue to anticipate that demand for our products in the near term may be tempered by soft restaurant traffic trends, as compared make strategic investments to the prior year period, in North America and other key international markets as support our customers and consumers generally respond to create value for our stakeholders over the cumulative effect of inflation for food consumed away from home. We do not expect the ERP system transition to have a material impact on our financial performance for the remainder of fiscal 2024 as customer order fulfillment rates have been restored to pre-transition levels. long-term.

We expect net income and Adjusted EBITDA growth for the remainder of fiscal 2024, as compared to the prior year period, to be largely driven by sales and Adjusted Gross Profit growth, and that the rate of input cost inflation, driven largely by higher potato costs, will, in aggregate, moderate as compared to fiscal 2023 inflation rates. We anticipate that the increase in Adjusted Gross Profit during this period will be partially offset by higher SG&A, reflecting: increased information technology investments, including expenses associated with the transition to the new ERP system and related amortization, and higher compensation and benefits expenses due to increased employee headcount.

We continue to believe in the long-term growth outlook for the frozen potato category and that Lamb Weston is well-positioned to drive sustainable, profitable growth, and to better serve customers around the world as we seek to leverage the commercial and operational benefits from the LW EMEA Acquisition, as well as the benefits we expect from our previously announced capacity expansion investments in the U.S., the Netherlands, and Argentina.

## Results of Operations

Effective May 29, 2023, to align with our expanded global footprint following the completion of the LW EMEA Acquisition, management, including our chief executive officer (who is our chief operating decision maker), began managing operations in two business segments based on management's change to the way it monitors performance, aligns strategies, and allocates resources. As a result of this change, we now have two operating segments, each of which is a reportable segment: North America and International. We report net sales and Adjusted EBITDA by segment (Segment Adjusted EBITDA) and on a consolidated basis (Adjusted EBITDA), which are the primary measures reported to our chief operating decision maker for purposes of allocating resources to our segments and assessing their performance. Adjusted EBITDA is a non-GAAP financial measure. For additional information on our reportable segments, Segment Adjusted EBITDA, and Adjusted EBITDA, see Note 12, Segments, of the Condensed Notes to Consolidated Financial Statements

in "Part I, Item 1. Financial Statements" of this report and "Non-GAAP Financial Measures" below. Prior period segment data has been retrospectively adjusted to conform with current period classification.

## ERP Transition

At the beginning of the fiscal third quarter, we transitioned certain central systems and functions, including order to cash, produce to deliver, source to pay, and inventory management, in North America to a new ERP system. After the transition, we experienced reduced visibility into finished goods inventories at our distribution centers, resulting in a higher-than-expected effect on customer order fulfillment rates. The transition had a greater impact on shipments of higher-margin mixed-product loads than shipments of single-product orders, resulting in unfavorable mix. We partnered closely with our customers to minimize the impact on our sales and estimate the lower order fulfillment rates reduced sales volume growth by approximately 8 percentage points and net sales by approximately \$135 million, with \$123 million and \$12 million in our North America and International segments, respectively, during the fiscal third quarter.

In total, we estimate the ERP transition negatively impacted fiscal third quarter net income by approximately \$72 million and Adjusted EBITDA by approximately \$95 million. With respect to the impact on Adjusted EBITDA, we estimate that approximately \$55 million related to lower order fulfillment rates and approximately \$40 million related to incremental costs and expenses, of which:

- Approximately \$7 million was recorded as a reduction in gross sales, and included accrued fees and charges for delayed or unfilled customer orders;
- Approximately \$26 million was recorded in cost of sales, and included reduced fixed cost coverage and inefficiencies resulting from planned downtime at our processing facilities, as well as additional freight charges; and
- Approximately \$7 million was recorded in selling, general and administrative expenses, and largely included consulting expenses to restore order fulfillment rates.

Of the approximately \$95 million negative impact on Adjusted EBITDA, we estimate that approximately \$83 million impacted the North America segment, approximately \$5 million impacted the International segment, and approximately \$7 million impacted unallocated corporate costs.

We believe the impact of the order fulfillment issues were contained to the fiscal third quarter as customer order fulfillment rates have been restored to pre-transition levels.

Thirteen Weeks Ended **February 25, 2024** **August 25, 2024** compared to Thirteen Weeks Ended **February 26, 2023** **August 27, 2023**

## Net Sales and Segment Adjusted EBITDA

Thirteen Weeks Ended													
(in millions, except percentages)	(in millions, except percentages)	February 25, 2024		February 26, 2023		% Increase (Decrease)	(in millions, except percentages)		August 25, 2024		August 27, 2023		% Increase (Decrease)
Segment Net Sales													
North America													
North America													
North America		\$947.5	\$	\$1,070.8	(12)%	(12)%		\$1,103.7	\$	\$	1,135.4	(3)%	(3)%
International	International	510.8	182.8	182.8	179%	179%	International		550.4	529.9		529.9	4%
		\$	\$	\$1,458.3	16%	16%			\$	\$	1,654.1		1,665.3 (1)%
Segment Adjusted EBITDA													
Segment Adjusted EBITDA													
Segment Adjusted EBITDA													
North America													
North America													
North America		\$285.9	\$	\$333.0	(14)%	(14)%		\$276.1	\$	\$	379.4	(27)%	(27)%
International	International	101.7	54.1	54.1	88%	88%	International		50.5	89.6		89.6	(44)%

## Net Sales

Compared to the prior year quarter, net sales for the **third first** quarter of fiscal **2024** increased \$204.7 million **2025** declined \$11.2 million, or **16%** 1%, to \$1,458.3 million, and included \$356.7 million of incremental sales attributable to the consolidation of the financial results of LW EMEA following the completion of the LW EMEA Acquisition in February 2023, \$1,654.1 million.

Net sales, excluding the incremental sales attributable to the LW EMEA Acquisition, were down \$152.0 million, or 12% versus the prior year quarter, with approximately \$135 million of the decline attributable to the ERP transition. Volume declined **16%** 3%, with approximately 8 percentage points largely reflecting the impact of the decline reflecting

unfilled customer orders resulting from the ERP transition. The other half of the volume decline largely reflects share losses, soft restaurant traffic trends, in North America and other key international markets, as well as the carryover effect of our decision in the prior year to exit certain lower-priced and lower-margin business in the prior year Europe to strategically manage customer and product mix, and the impact of a previously announced voluntary product withdrawal initiated in late fiscal 2024. The volume decline was partially offset by growth in key international markets. Price/mix increased 4% 2%, reflecting the benefit of inflation-driven pricing actions across both of our business segments, in Europe and North America, and was partially offset by lower customer transportation charges, unfavorable channel and product mix, as well as targeted investments in price and trade support to attract and retain volume.

North America segment net sales, which includes all sales to customers in the U.S., Canada, and Mexico, declined \$123.3 million \$31.7 million, or 12% 3%, to \$947.5 million, with approximately \$123 million of the decline attributable to the ERP transition. \$1,103.7 million. Volume declined 17% 4%, with more than one-half largely reflecting the impact of the decline reflecting unfilled customer orders resulting from the ERP transition. The remainder of the volume decline largely reflects soft share losses and declining restaurant traffic and retail trends in North America, as well as the carryover impact of our decisions to exit certain lower-priced and lower-margin business in the prior fiscal year. U.S. Price/mix increased 5% 1%, reflecting the carryover benefit of inflation-driven pricing actions taken in fiscal 2023, as well as pricing actions 2024 for contracts with large and regional chain restaurant customers, in fiscal 2024. The increase in price mix was partially offset by lower customer transportation charges unfavorable channel and unfavorable product mix, associated with the transition to a new ERP system, as well as targeted investments in price and trade support across all sales channels.

International segment net sales, which includes all sales to customers outside of North America, increased \$328.0 million \$20.5 million, or 179% 4%, to \$510.8 million, and included \$356.7 million of incremental sales attributable \$550.4 million. Volume declined 1%, due to the consolidation carryover effect of the financial results of LW EMEA. International segment net sales, excluding the incremental sales attributable to the LW EMEA Acquisition, declined \$28.7 million, or 16% compared to our decision in the prior year quarter, with approximately \$12 million of the decline attributable to the ERP transition. Volume, excluding the benefit from the LW EMEA Acquisition, declined 17%. More than half of the volume decline reflects our decisions to exit certain lower-priced and lower-margin business in Europe, as well as the prior impact of the voluntary product withdrawal. The decline was partially offset by volume growth in key international markets outside of Europe. Price/mix increased 5% reflecting pricing actions announced this fiscal year with the remainder primarily reflecting unfilled customer orders served by exports from North America as a result of the ERP transition. Price/mix increased 1% as the carryover benefit of inflation-driving pricing actions taken in fiscal 2023 was mostly offset by lower customer transportation charges, to counter input cost inflation.

## Gross Profit

Gross profit increased \$5.9 declined \$143.5 million or 1%, versus the prior year quarter to \$403.7 \$356.0 million, for the third quarter of fiscal 2024, and included a \$23.3 million \$2.9 million (\$17.3 2.2 million after-tax, or \$0.12 \$0.01 per share) of unrealized loss gains related to mark-to-market adjustments associated with commodity hedging contracts. The prior year quarter included a \$5.1 million \$31.7 million (\$3.8 23.8 million after-tax, with \$0.03 \$0.16 per share impact) of unrealized loss gains related to mark-to-market adjustments associated with commodity hedging contracts, and \$22.5 million of costs (\$16.7 million after-tax, or \$0.11 per share) associated with the sale of inventory stepped-up to fair value following the completion of our acquisition of the remaining interest in LW EMEA.

Adjusted Gross Profit increased \$24.1 million declined \$137.2 million versus the prior year quarter to \$427.0 million, driven by incremental earnings from the consolidation of the financial results of LW EMEA, and benefits from inflation-driven pricing actions. Gross profit and Adjusted Gross Profit in the current quarter included \$353.1 million. Higher manufacturing costs per pound, an estimated \$33 million of incremental costs approximately \$39 million loss associated with the ERP transition, as well as a \$20.5 million pre-tax charge for voluntary product withdrawal, lower sales volumes, and higher warehouse costs drove the write-off of excess raw potatoes, largely reflecting a reduction to our sales volume estimate resulting from soft restaurant traffic trends in North America decline, and other key international markets, as well as from a higher-than-expected impact on customer order fulfillment rates related to the ERP transition.

The increase in Adjusted Gross Profit was also partially offset by higher costs per pound, which largely reflected mid-single-digit cost inflation, in the aggregate, for key inputs, including: raw potatoes, labor, energy, and ingredients such as grains and starches used in product coatings. The increase in per pound costs was partially offset by lower transportation rates a net benefit from pricing actions. The higher manufacturing costs per pound largely reflected input cost inflation, which was primarily driven by higher raw potato costs; utilization-related production costs and lower cost inefficiencies; and \$15.5 million of edible oils, higher depreciation expense largely associated with our recent capacity expansions in China and the U.S. We do not expect further significant sales or earnings impact from the voluntary product withdrawal during the remainder of fiscal 2025.

## Selling, General and Administrative Expenses

SG&A increased \$48.3 million declined \$32.3 million versus the prior year quarter to \$179.8 \$143.9 million, and included a gain of \$16.6 million (before and after-tax, or \$0.12 per share) related to blue chip swap transactions in the third quarter of fiscal 2024, and included: \$2.4 million Argentina (as described below), \$0.6 million (\$1.8 0.5 million after-tax, or \$0.01 per share) of LW EMEA integration foreign currency exchange losses, and acquisition-related expenses; \$4.0 million \$6.0 million (\$3.0 4.4 million after-tax, or \$0.02 \$0.03 per share) of unrealized loss gains related to mark-to-market adjustments associated with currency hedging contracts; and \$9.0 million contracts. The prior year quarter included \$7.4 million (\$6.8 5.5 million after-tax, or \$0.04 per share) of foreign currency exchange loss. The prior year quarter included \$4.3 million losses, \$4.4 million (\$2.8 3.3 million after-tax, or \$0.02 per share) of unrealized losses related to mark-to-market adjustments associated with currency hedging contracts, and \$4.0 million of LW EMEA integration and acquisition-related net gains and \$1.8 million expenses (\$1.4 3.0 million after-tax, or \$0.01 \$0.02 per share) of foreign currency exchange losses.

Adjusted SG&A increased \$30.4 million \$5.5 million versus the prior year quarter to \$164.4 million \$165.9 million, primarily due to \$6.1 million of incremental expenses attributable non-cash amortization and expense related to the consolidation our new ERP system. The benefit of the financial results of LW EMEA, as well as higher expenses associated with cost savings initiatives essentially offset inflation and information technology investments, which included the transition to a new ERP system and related non-cash amortization costs. The increase in Adjusted SG&A was partially offset by a reduction in compensation and benefits accruals. investments.

## Net Income, Adjusted EBITDA and Segment Adjusted EBITDA

Net Income income declined \$29.0 million \$107.4 million from the prior year quarter to \$146.1 million \$127.4 million. Net income in the current quarter included a total net loss gain of \$28.9 million \$22.7 million (\$24.9 million before tax, or \$0.15 per share) for gains resulting from blue chip swap transactions in Argentina, foreign currency exchange losses, and unrealized mark-to-market derivative gains and losses, and items impacting comparability, as well as a \$19.0 million charge for the write-off of excess raw potatoes. In addition, we estimate the ERP transition also negatively impacted net income in the current quarter by approximately \$72 million. losses. Net income in the prior year quarter included a total net loss of \$37.3 million, including \$38.7 million in \$4.7 million (\$6.6 million before tax, or \$0.03 per share) for foreign currency exchange losses, and unrealized



mark-to-market adjustments associated with commodity derivative gains and currency hedging contracts (primarily at LW EMEA), foreign currency exchange losses, and items impacting comparability.

Adjusted EBITDA declined \$8.6 million \$122.9 million from the prior year quarter to \$343.6 million \$289.9 million, as primarily due to lower sales and Adjusted Gross Profit, which includes an approximately \$95 million negative impact from \$39 million loss associated with the ERP transition, higher costs per pound, a \$25.0 million pre-tax charge for the write-off of excess raw potatoes (of which \$4.5 million was recorded in Equity Method Investment Earnings), and lower volumes largely offset incremental earnings from the consolidation of the financial results of LW EMEA and the benefit of inflation-driven pricing actions, voluntary product withdrawal.

North America Segment Adjusted EBITDA declined \$47.1 million \$103.3 million versus the prior year quarter to \$285.9 million \$276.1 million. An approximately \$83 million negative impact from the ERP transition, higher Higher manufacturing costs per pound, a \$22.7 million an approximately \$21 million charge for the write-off of excess raw potatoes, voluntary product withdrawal related to products manufactured in North America, and lower sales volumes drove the decline, which were was partially offset by a net benefit from pricing actions.

International Segment Adjusted EBITDA declined \$39.1 million versus the prior year quarter to \$50.5 million. An approximately \$18 million impact associated with the voluntary product withdrawal and higher manufacturing costs per pound largely drove the decline, which was partially offset by the benefit of inflation-driven pricing actions.

International Segment Adjusted EBITDA increased \$47.6 million to \$101.7 million. Incremental earnings from the consolidation of the financial results of LW EMEA drove the increase. Excluding the benefit from the LW EMEA Acquisition, higher costs per pound, an estimated \$5 million negative impact from the ERP transition, lower volumes, and a \$2.3 million allocated charge for the write-off of excess raw potatoes, more than offset favorable price/mix.

## Interest Expense, Net

Compared with Interest expense, net increased \$14.5 million versus the prior year quarter interest expense, net increased \$9.9 million to \$35.7 million \$45.2 million, reflecting the impact of higher total debt outstanding, and higher interest rates on our floating rate debt, partially offset by higher and less capitalized interest related to our manufacturing expansion projects, net of interest income.

## Income Tax Expense

Income tax expense for the third first quarter of fiscal 2025 and 2024 was \$50.8 million and 2023 was \$43.1 million and \$42.1 million \$69.9 million, respectively. The effective income tax rate (calculated as the ratio of income tax expense to pre-tax income, inclusive of equity method investment earnings) was 22.8% 28.5% and 19.4% 22.9% for the third first quarter of fiscal 2024 2025 and 2023, 2024, respectively. The effective tax rate varies from the U.S. statutory tax rate of 21%, principally varied between periods due to the impact a higher proportion of U.S. state taxes, foreign taxes earnings in our International segment in fiscal 2025, as compared with fiscal 2024, and currency, permanent differences, and discrete tax items.

## Equity Method Investment Earnings (Loss)

Equity method investment earnings (loss) from unconsolidated joint ventures were earnings of \$1.0 million \$11.3 million and a loss of \$23.3 million \$12.1 million for the third first quarter of fiscal 2024 2025 and 2023, 2024, respectively. The results in the current quarter include and prior year quarter reflects earnings associated with our 50% interest in Lamb Weston/RDO Frozen, an unconsolidated potato processing joint venture in Minnesota ("Lamb Weston RDO"), while results in the prior year quarter also included earnings associated with our previously held 50% interest in LW EMEA that were classified as equity method investment earnings (losses) prior to the completion of the LW EMEA Acquisition. The results in the prior year quarter include a \$47.1 million (\$34.9 million after-tax, or \$0.24 per share) unrealized loss related to mark-to-market adjustments associated with currency and commodity hedging contracts in LW EMEA.

Adjusted Equity Method Investment Earnings declined \$22.8 million compared to the prior year quarter, largely due to our share of LW EMEA earnings being included in the prior year quarter. The results in the third quarter also include lower sales from unfilled customer orders related to the transition to a new ERP system and a \$4.5 million pre-tax charge for the write-off of excess raw potatoes at Lamb Weston RDO.

## Thirty-Nine Weeks Ended February 25, 2024 compared to Thirty-Nine Weeks Ended February 26, 2023

### Net Sales and Segment Adjusted EBITDA

(in millions, except percentages)	Thirty-Nine Weeks Ended		
	February 25, 2024	February 26, 2023	% Increase (Decrease)
<b>Segment net sales</b>			
North America	\$ 3,250.0	\$ 3,088.9	5%
International	1,605.7	566.8	183%
	<u>\$ 4,855.7</u>	<u>\$ 3,655.7</u>	33%
<b>Segment Adjusted EBITDA</b>			
North America	\$ 986.6	\$ 864.4	14%
International	291.5	147.4	98%

## Net Sales

Compared to the first three quarters of fiscal 2023, net sales increased \$1,200.0 million, or 33%, to \$4,855.7 million, and included \$1,107.4 million of incremental sales attributable to the consolidation of the financial results of (1) LW EMEA, following the completion of the LW EMEA Acquisition in February 2023, and (2) Lamb Weston Alimentos Modernos S.A., our joint venture in Argentina ("LWAMSA"), following our acquisition in July 2022 of an additional 40% equity interest in LWAMSA (the "LWAMSA Acquisition" and, together with the LW EMEA Acquisition, the "Acquisitions").

Net sales, excluding the incremental sales attributable to the Acquisitions, grew \$92.6 million, or 3% compared to the first three quarters of fiscal 2023, with growth tempered by approximately \$135 million due to the ERP transition during our fiscal third quarter. Price/mix increased 15%, reflecting the benefit of inflation-driven pricing actions across both of our business segments, partially offset by lower customer transportation charges. Volume declined 12%, with more than half of the decline reflecting the carryover effect of our decisions to exit certain lower-priced and lower-margin business in the prior year to strategically manage customer and product mix. Nearly one quarter of the volume decline reflects unfilled customer orders resulting from the transition to a new ERP system. The remainder of the volume decline was largely due to soft demand trends in North America and other key international markets, inventory destocking by certain customers in international markets and in select U.S. retail channels during the first half of fiscal 2024, and volume elasticity in response to inflation-based pricing actions.

North America segment net sales, which includes all sales to customers in the U.S., Canada, and Mexico, increased \$161.1 million, or 5%, to \$3,250.0 million, with growth tempered by approximately \$123 million due to the ERP transition during our fiscal third quarter. Price/mix increased 13%, reflecting the carryover benefit of inflation-driven pricing actions taken in fiscal 2023, as well as pricing actions for contracts with large and regional chain restaurant customers in fiscal 2024, partially offset by lower customer transportation charges. Volume declined 8%, with approximately two-thirds of the volume decline reflecting the carryover effect of our decisions to exit certain lower-priced and lower-margin business in the prior year. The remaining approximately one-third of the volume decline reflects unfilled customer orders resulting from the ERP transition. To a lesser extent, soft restaurant traffic and retail trends, as well as lower shipments in response to inventory destocking by certain customers in select U.S. retail channels, also pressured volumes.

International segment net sales, which includes all sales to customers outside of North America, increased \$1,038.9 million, or 183%, to \$1,605.7 million, and included \$1,107.4 million of incremental sales attributable to the Acquisitions. International segment net sales, excluding the incremental sales attributable to the Acquisitions, declined \$68.5 million, or 12% compared to the prior year period, with approximately \$12 million of the decline attributable to the ERP transition during our fiscal third quarter. Volume declined 22%, primarily reflecting the carryover effect of our decisions to exit certain lower-priced and lower-margin business in the prior year. To a lesser extent, soft restaurant traffic trends in key international markets, as well as lower shipments in response to inventory destocking by certain customers in several markets in the Asia-Pacific region, also pressured volume. Less than 10% of the volume decline reflects unfilled customer orders resulting from the ERP transition. Price/mix increased 10%, driven by the carryover benefit of inflation-driven pricing actions taken in fiscal 2023, partially offset by lower customer transportation charges.

## Gross Profit

Compared to the first three quarters of 2023, gross profit increased \$326.1 million, or 31%, to \$1,378.8 million, and included \$20.7 million of costs (\$15.4 million after-tax, or \$0.11 per share) associated with the sale of inventory stepped-up to fair value in the LW EMEA Acquisition, and a \$3.8 million (\$2.9 million after-tax, or \$0.02 per share) unrealized gain related to mark-to-market adjustments associated with commodity hedging contracts. The prior year period included a \$8.7 million (\$6.5 million after-tax, or \$0.04 per share) unrealized loss related to mark-to-market adjustments associated with commodity hedging contracts.

Adjusted Gross Profit increased \$334.3 million versus the prior year quarter to \$1,395.7 million, driven primarily by incremental earnings attributable to the consolidation of the financial results of LW EMEA, and benefits from inflation-driven pricing actions. Gross profit and Adjusted Gross Profit included a total of \$85.1 million of pre-tax charges for the write-off of excess raw potatoes, largely reflecting a reduction in our initial sales estimate that was developed in January 2023 for the following year, as well as a higher-than-expected impact on customer shipments associated with the transition to a new ERP system. In addition, gross profit and Adjusted Gross Profit included an estimated \$33 million of incremental costs associated with the ERP transition during our fiscal third quarter.

The increase in Adjusted Gross Profit was also partially offset by higher costs per pound, which largely reflected mid-to-high single-digit cost inflation, in the aggregate, for key inputs, including: raw potatoes, ingredients such as grains and starches used in product coatings, labor, and energy. The increase in per pound costs was partially offset by lower transportation rates, lower cost of edible oils, and supply chain productivity savings.

## Selling, General and Administrative Expenses

Compared to the first three quarters of 2023, SG&A increased \$168.4 million to \$526.0 million and included: \$11.2 million of LW EMEA integration and acquisition-related expenses (\$8.4 million after-tax, or \$0.05 per share); \$5.4 million (\$4.0 million after-tax, or \$0.03 per share) of unrealized losses related to mark-to-market adjustments associated with currency hedging contracts; and \$7.3 million (\$5.5 million after-tax, or \$0.03 per share) of foreign currency exchange losses. The prior year period included: \$30.8 million (\$22.0 million after-tax, or \$0.15 per share) of LW EMEA integration and acquisition-related net gains; and \$4.2 million (\$3.2 million after-tax, or \$0.02 per share) of foreign currency exchange losses.

Adjusted SG&A increased \$117.9 million to \$502.1 million, primarily due to incremental expenses attributable to the consolidation of the financial results of LW EMEA, and to a lesser extent, higher expenses associated with information technology investments, which included the transition to a new ERP system and related non-cash amortization costs. The increase was partially offset by a reduction in compensation and benefits accruals.

Net Income, Adjusted EBITDA and Segment Adjusted EBITDA

Compared to the first three quarters of 2023, net income increased \$85.7 million to \$595.8 million. Net income in the current period included a total net loss of \$30.4 million for foreign currency exchange and unrealized mark-to-market derivative gains and losses, and items impacting comparability, as well as a \$72.9 million after-tax charge for the write-off of excess raw potatoes. In addition we estimate the ERP transition also negatively impacted net income in the current period by approximately \$72 million. Net income in the prior year quarter included a total net gain of \$3.1 million for items impacting comparability, unrealized mark-to-market adjustments associated with commodity and currency hedging contracts (primarily at LW EMEA), and foreign currency exchange losses.

Compared to the first three quarters of 2023, Adjusted EBITDA increased \$217.7 million to \$1,133.4 million. The increase largely reflects the benefit of inflation-driven pricing actions and incremental earnings from the consolidation of the financial results of LW EMEA, partially offset by: higher costs per pound; a \$95.9 million pre-tax charge for the write-off of excess raw potatoes (of which \$10.8 million was recorded in Equity Method Investment Earnings); an approximately \$95 million negative impact from the ERP transition; and lower volumes.

North America Segment Adjusted EBITDA increased \$122.2 million to \$986.6 million. The carryover benefit of inflation-driven pricing action taken in fiscal 2023, as well as pricing actions for contracts with large and regional chain restaurant customers in fiscal 2024, were partially offset by higher costs per pound, an \$86.0 million charge for the write-off of excess raw potatoes, an approximately \$83 million negative impact from the ERP transition, and the impact of lower volumes.

International Segment Adjusted EBITDA increased \$144.1 million to \$291.5 million, and excluded \$20.7 million (\$15.4 million after-tax, or \$0.11 per share) of costs associated with the sale of inventory stepped-up to fair value in the LW EMEA Acquisition. Incremental earnings from the consolidation of the financial results of LW EMEA drove the increase. Excluding the benefit from the LW EMEA Acquisition, International Segment Adjusted EBITDA declined as higher costs per pound, a \$9.9 million allocated charge for the write-off of excess raw potatoes, an approximately \$5 million impact from the ERP transition, and the impact of lower volumes, more than offset favorable price/mix.

Interest Expense, Net

Compared with the first three quarters of fiscal 2023, interest expense, net increased \$19.1 million to \$95.5 million, reflecting the impact of higher total debt outstanding and higher interest rates on our floating rate debt, partially offset by higher capitalized interest related to our manufacturing expansion projects, net of interest income.

Income Tax Expense

Income tax expense for the first three quarters of fiscal 2024 and 2023 was \$179.3 million and \$152.6 million, respectively. The effective income tax rate (calculated as the ratio of income tax expense to pre-tax income, inclusive of equity method investment earnings) was 23.1% and 23.0% for the first three quarters of fiscal 2024 and 2023, respectively. The effective tax rate varies from the U.S. statutory tax rate of 21%, principally due to the impact of U.S. state taxes, foreign taxes and currency, permanent differences, and discrete items.

Equity Method Investment Earnings

Equity method investment earnings from unconsolidated joint ventures were earnings of \$17.8 million and \$44.0 million for the first three quarters of fiscal 2024 and 2023, respectively. The results in the current year period include earnings associated with our 50% interest in Lamb Weston RDO, while results in the prior year also included earnings associated with our previously held 50% interest in LW EMEA. The results in the prior year include a \$32.7 million unrealized loss (\$24.3 million after-tax, or \$0.16 per share) related to mark-to-market adjustments associated with currency and commodity hedging contracts and a \$15.1 million gain (before and after-tax, or \$0.10 per share) recognized in connection with the LWAMSA Acquisition, which related to remeasuring our previously held 50% ownership interest to fair value.

Adjusted Equity Method Investment Earnings declined \$43.8 million compared to the prior year period, largely due to our share of LW EMEA earnings being included in the prior year. The results in the current period also include a \$10.8 million pre-tax charge for the write-off of excess raw potatoes at Lamb Weston RDO, Minnesota.

Liquidity and Capital Resources

Sources and Uses of Cash

As of February 25, 2024 August 25, 2024, we had \$62.3 million \$120.8 million of cash and cash equivalents, with \$908.8 million \$1,004.0 million of available liquidity under our committed global revolving credit facilities in the U.S. and Europe. facility. We believe we have sufficient liquidity to meet our business requirements for at least the next 12 months. Cash generated by operations, supplemented by our cash and cash equivalents and availability under our global revolving credit facilities, facility, are our primary sources of liquidity for funding our business requirements. Our funding requirements include capital expenditures for announced manufacturing capacity expansions in Idaho, the Netherlands and Argentina, as well as capital investments to upgrade information systems and ERP infrastructure, working capital requirements, and shareholder returns, including cash dividends and repurchases under our share repurchase program. As discussed under "Executive Summary" in this MD&A, as we implement cost-reduction measures under the Restructuring Plan, we expect reductions in operating expenditures, cost of sales and capital expenditures will drive operational efficiencies and improve cash flows, while helping to position us to continue to fund strategic investments to support our customers.

Cash Flows

Below is a summary table of our cash flows, followed by a discussion of the sources and uses of cash through operating, investing, and financing activities:

Thirty-Nine Weeks Ended			
(in millions)	(in millions)	Thirteen Weeks Ended	
		August 25, 2024	August 27, 2023



(in millions)	
(in millions)	
Net cash flows provided by (used for):	
Net cash flows provided by (used for):	
Net cash flows provided by (used for):	
Operating activities	
Operating activities	
Operating activities	
Investing activities	
Investing activities	
Investing activities	
Financing activities	
Financing activities	
Financing activities	
	(243.2)
	(243.2)
	(243.2)
	46.8
Effect of exchange rate changes on cash and cash equivalents	
Effect of exchange rate changes on cash and cash equivalents	
Effect of exchange rate changes on cash and cash equivalents	
Net decrease in cash and cash equivalents	
Net decrease in cash and cash equivalents	
Net decrease in cash and cash equivalents	
Cash and cash equivalents, beginning of period	
Cash and cash equivalents, beginning of period	
Net increase (decrease) in cash and cash equivalents	
Cash and cash equivalents, beginning of period	
Cash and cash equivalents, end of period	
Cash and cash equivalents, end of period	
Cash and cash equivalents, end of period	

#### Operating Activities

In the first three quarters of fiscal 2024, cash provided by operating activities increased \$146.4 million declined \$4.4 million versus the prior year quarter to \$481.5 million, compared with \$335.1 million in the same period of fiscal 2023. \$330.2 million. The increase decline related to a \$265.6 \$122.1 million increase decrease in income from operations, adjusted for non-cash income and expenses, partially offset by \$119.2 \$117.7 million of cash used increase for unfavorable favorable changes in working capital, primarily related to changes no performance-based incentive compensation benefit payments in compensation and benefit accruals the first quarter of fiscal 2025, and the timing of accounts payable. See "Results of Operations" in this MD&A for more information related to the increase in income from operations.

#### Investing Activities

Investing activities used \$824.8 million \$335.6 million of cash in the first three quarters quarter of fiscal 2024, 2025, compared with \$535.7 million \$304.8 million in the same period in the prior year. The increase Expenditures in both periods primarily relates related to our investments to expand our french fry and chopped and formed capacity and other facility modernization efforts in American Falls, Idaho; China, the construction Netherlands, the U.S., and Argentina. In connection with the Restructuring Plan, we decreased our estimate of a greenfield french fry processing facility in Ulanqab, Inner Mongolia, China, which became operational in November 2023; and the construction of french fry processing facilities in Mar del Plata, Argentina and Kruiningen, the Netherlands. We expect to use approximately \$950 million capital expenditures in fiscal 2024 as we continue construction 2025 by \$100 million to \$750 million excluding acquisitions, which included pausing the next phase of our capacity expansion efforts in Idaho, the Netherlands, ERP build and Argentina, as well as capital investments to upgrade our information systems and ERP infrastructure. implementation.

#### Financing Activities

During the first three quarters quarter of fiscal 2024, 2025, net proceeds from short-term borrowings were \$203.6 million which were primarily used for general corporate purposes, including, but not limited to, funding capital expenditures and debt issuances were \$429.2 million, of which \$379.1 million were short-term. The increase in short-term

borrowings related to continued investments to expand french fry capacity and unfavorable third quarter cash receipts for products shipped due to lower customer order fulfillment rates (reduced product shipments) as we transitioned to our new ERP system, working capital requirements. We used \$165.1 million \$92.2 million of cash to repurchase 1,564,351 1,412,852 shares of our common stock at an average price of \$95.89 \$58.04 per share, and we withheld 144,260 178,941 shares from employees to cover income and payroll taxes on equity awards that vested during the period. In addition, we paid \$122.0 million \$51.7 million in cash dividends to common stockholders and \$42.0 million repaid \$10.2 million of debt and financing obligations.

In During the first three quarters quarter of fiscal 2023, cash used for financing activities primarily related to issuing a new term loan facility for net proceeds of \$450.0 million and borrowing \$59.1 million and \$1.7 million under our RMB-denominated loan facility and other credit facilities, respectively, offset by \$24.6 million of debt and financing obligation repayments, and the payment of \$105.8 million of cash dividends to our common stockholders. In addition, 2024, we used \$47.2 million \$113.5 million of cash to repurchase 529,167 992,365 shares of our common stock at an average price of \$76.66 \$100.77 per share, and we withheld 83,973 132,067 shares from employees to cover income and payroll taxes on equity awards that vested during the period. In addition, we paid \$40.8 million of cash dividends to our common stockholders and repaid \$32.9 million of short-term borrowings and \$13.7 million of other debt and financing obligations. These financing uses were partially offset by \$15.1 million of borrowings under our credit facilities.

For more information about our debt, interest rates, maturity dates, and covenants, see Note 9, Debt and Financing Obligations, of the Condensed Notes to Consolidated Financial Statements in "Part I, Item 1. Financial Statements" of this report and Note 8, 6, Debt and Financing Obligations of the Notes to Consolidated Financial Statements in "Part II, Item 8. Financial Statements and Supplementary Data" of the Form 10-K. At February 25, 2024 August 25, 2024, we were in compliance with the financial covenant ratios and other covenants contained in our credit debt agreements.

Obligations and Commitments

There On September 27, 2024, we entered into a new \$500 million term loan facility, the proceeds of which were used to repay the remaining \$225 million balance of our Term A-1 loan facility and \$275 million of outstanding borrowings under our global revolving credit facility. Except for these transactions, there have been no other material changes to the contractual obligations disclosed in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in the Form 10-K.

See Note 9, Debt and Financing Obligations, of the Condensed Notes to Consolidated Financial Statements in "Part I, Item 1. Financial Statements" of this report for more information.

Non-GAAP Financial Measures

To supplement the financial information included in this report, we have presented Adjusted EBITDA, Adjusted Gross Profit, and Adjusted SG&A, and Adjusted Equity Method Investment Earnings, each of which is considered a non-GAAP financial measure. Management uses these non-GAAP financial measures to assist in analyzing what management views as our core operating performance for purposes of business decision making. Management believes that presenting these non-GAAP financial measures provide investors with useful supplemental information because they (i) provide meaningful supplemental information regarding financial performance by excluding impacts of foreign currency exchange rates and unrealized mark-to-market derivative gains and losses and other items affecting comparability between periods, (ii) permit investors to view performance using the same tools that management uses to budget, make operating and strategic decisions, and evaluate our core operating performance across periods, and (iii) otherwise provide supplemental information that may be useful to investors in evaluating our financial results. In addition, we believe that the presentation of these non-GAAP financial measures, when considered together with their most directly comparable GAAP financial measure and the reconciliations to those GAAP financial measures, provides investors with additional tools to understand the factors and trends affecting our underlying business than could be obtained absent these disclosures.

The non-GAAP financial measures presented in this report should be viewed in addition to, and not as alternatives for, financial measures prepared in accordance with GAAP that are also presented in this report. These measures are not substitutes for their comparable GAAP financial measures, such as net income, gross profit, SG&A, expenses, equity method investment earnings, or other measures prescribed by GAAP, and there are limitations to using non-GAAP financial measures. For example, the non-GAAP financial measures presented in this report may differ from similarly titled non-GAAP financial measures presented by other companies, and other companies may not define these non-GAAP financial measures the same way we do.

The following table reconciles net income to Adjusted EBITDA:

	Thirteen Weeks Ended		Thirteen Weeks Ended		Thirty-Nine Weeks Ended		Thirteen Weeks Ended
	February 25, 2024	February 26, 2023	February 25, 2024	February 26, 2023	(in millions)	August 25, 2024	August 27, 2023
(in millions)	(a)		(a)			(a)	
Net income							
Interest expense, net							
Income tax expense							
Income from operations including equity method investment earnings							
Depreciation and amortization (b)							
Unrealized derivative losses							

Unconsolidated joint venture unrealized derivative losses
Unrealized derivative gains
Foreign currency exchange losses
Blue chip swap transaction gains (c)
Items impacting comparability:
Inventory step-up from acquisition
Inventory step-up from acquisition
Inventory step-up from acquisition
Integration and acquisition-related items, net
Gain on acquisition of interest in joint venture
Adjusted EBITDA

(a) Net income included the following:

i. A \$25.0 million charge (\$19.0 million after-tax, or \$0.13 per share) and \$95.9 million charge (\$72.9 million after-tax, or \$0.50 per share) for the write-off of excess raw potatoes in North America for both the thirteen and thirty-nine weeks ended February 25, 2024, respectively. For the thirteen weeks ended February 25, 2024, we recorded a \$20.5 million charge (\$15.6 million after-tax, or \$0.11 per share) in cost of sales, and a \$4.5 million charge (\$3.4 million after-tax, or \$0.02 per share) in equity method investment earnings. The total charge loss related to the reporting segments was as follows: \$22.7 million to voluntary product withdrawal that occurred in the North America segment; and \$2.3 million to the International segment. For the thirty-nine weeks ended February 25, 2024, we recorded a \$85.1 million charge (\$64.7 million after-tax, or \$0.44 per share) in cost of sales, and \$10.8 million charge (\$8.2 million after-tax, or \$0.06 per share) in equity method investment earnings. The total charge to the reporting segments was as follows: \$86.0 million to the North America segment; and \$9.9 million to the international segment.

ii. fiscal For both the thirteen and thirty-nine weeks ended February 25, 2024, our results were negatively impacted by the ERP transition, which we estimate impacted net sales by approximately \$135 million, with \$123 million and \$12 million in our North America and International segments, respectively. We estimate net income was impacted by approximately \$95 million (\$72 million after taxes), including approximately \$55 million (\$42 million after taxes) related to lower order fulfillment rates and approximately \$40 million (\$30 million after taxes) of incremental costs and expenses, of which approximately \$7 million (\$5 million after taxes) was a reduction in gross sales, and included accrued fees and charges for delayed or unfilled customer orders; approximately \$26 million (\$20 million after taxes) was recorded in cost of sales, and included reduced fixed cost coverage and inefficiencies resulting from planned downtime at our processing facilities, as well as additional freight charges; and approximately \$7 million (\$5 million after taxes) was recorded in SG&A, and largely included consulting expenses to restore order fulfillment rates. We estimate that approximately \$83 million impacted the North America segment, approximately \$5 million impacted the International segment, and approximately \$7 million impacted unallocated corporate costs. 2025.

(b) Depreciation and amortization included interest expense, income tax expense, and depreciation and amortization included in equity method investment earnings of \$2.1 million and \$9.3 million \$2.2 million for the thirteen weeks ended February 25, 2024 August 25, 2024 and February 26, 2023 August 27, 2023, respectively; and \$6.4 million and \$26.9 million for the thirty-nine weeks ended February 25, 2024 and February 26, 2023, respectively.

(c) We enter into blue chip swap transactions to transfer U.S. dollars into and out of Argentina primarily related to funding our announced capacity expansion in Argentina. The blue chip swap rate can diverge significantly from Argentina's official exchange rate.

The following tables reconcile gross profit to Adjusted Gross Profit and SG&A expenses to Adjusted SG&A, and equity method investment earnings to Adjusted Equity Method Investment Earnings: &A.

(in millions)	For the Thirteen Weeks Ended					
	February 25, 2024		February 26, 2023		February 25, 2024	
	February 26, 2023		February 25, 2024		February 26, 2023	
	Gross Profit		SG&A		Equity Method Investment Earnings (Loss)	
As reported	\$ 403.7	\$ 397.8	\$ 179.8	\$ 131.5	\$ 1.0	\$ (23.3)
Unrealized derivative losses	23.3	5.1	(4.0)	—	—	47.1
Foreign currency exchange losses	—	—	(9.0)	(1.8)	—	—
Item impacting comparability:						
Integration and acquisition-related items, net	—	—	(2.4)	4.3	—	—
Total adjustments	23.3	5.1	(15.4)	2.5	—	47.1
Adjusted	\$ 427.0	\$ 402.9	\$ 164.4	\$ 134.0	\$ 1.0	\$ 23.8

For the Thirty-Nine Weeks Ended					
	February 25, 2024	February 26, 2023	February 25, 2024	February 26, 2023	February 25, 2024
	February 26, 2023	February 25, 2024	February 26, 2023	February 25, 2024	February 26, 2023
	August 25, 2024	August 27, 2023	August 25, 2024	August 27, 2023	

(in millions)	(in millions)	Gross Profit		SG&A	Equity Method Investment Earnings (Loss)	(in millions)	Gross Profit	SG&A
As reported								
Unrealized derivative gains and losses								
Unrealized derivative (gains) losses								
Foreign currency exchange losses								
Blue chip swap transaction gains								
Item impacting comparability:								
Inventory step-up from acquisition								
Inventory step-up from acquisition								
Inventory step-up from acquisition								
Integration and acquisition-related items, net								
Gain on acquisition of interest in joint venture								
Total adjustments								
Adjusted								

#### Off-Balance Sheet Arrangements

There have been no material changes to the off-balance sheet arrangements disclosed in "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in the Form 10-K.

#### Critical Accounting Policies and Estimates

A discussion of our critical accounting policies and estimates can be found in "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in the Form 10-K. There were no material changes to these critical accounting policies and estimates during the first half quarter of fiscal 2024, 2025.

#### New and Recently Adopted Accounting Pronouncements

For a list of our new and recently adopted accounting pronouncements, see Note 1, Nature of Operations and Summary of Significant Accounting Policies, of the Condensed Notes to Consolidated Financial Statements in "Part I, Item 1. Financial Statements" of this report.

#### ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Our operations are exposed to market risks from adverse changes in commodity prices affecting the cost of raw materials and energy, changes in foreign currency exchange rates, and interest rates. In the normal course of business, we may periodically enter into derivative contracts to mitigate these risks, but not for trading purposes. All of the following potential changes are based on sensitivity analyses performed on our financial positions as of February 25, 2024 August 25, 2024 and May 28, 2023 May 26, 2024. Actual results may differ materially.

##### Commodity Price Risk

The objective of our commodity exposure management is to minimize volatility in earnings due to large fluctuations in the price of commodities. We may use commodity swap or forward purchase contracts, in addition to sourcing from multiple providers, to manage risks associated with market fluctuations in oil and energy prices. Based on our open commodity contract hedge positions as of February 25, 2024 August 25, 2024, a hypothetical 10 percent decline in market prices applied to the fair value of the instruments would have resulted in a charge to "Cost of sales" of \$8.2 million (\$6.2 6.1 million after-tax). Based on our open commodity contract hedge positions as of May 28, 2023 May 26, 2024, a hypothetical 10 percent decline in market prices applied to the fair value of the instruments would have resulted in a charge to "Cost of sales" of \$9.0 million \$9.2 million (\$6.8 6.9 million after-tax). We expect that any change in the fair value of these contracts, real or hypothetical, would be substantially offset by an inverse change in the value of the underlying hedged item.

##### Foreign Currency Exchange Rate Risk

We are subject to currency exchange rate risk through investments and businesses owned and operated in foreign countries. Our operations in foreign countries export to, and compete with, imports from other regions. As such, currency movements can have a number of direct and indirect impacts on our financial statements. Direct impacts include the translation of our international operations' local currency financial statements into U.S. dollars and the remeasurement impact associated with non-functional currency financial assets and liabilities. Indirect impacts include the change in competitiveness of exports out of the United States (and the impact on local currency pricing of products that are traded internationally). The currency that has the most impact is the Euro. From time to time, we may economically hedge currency risk with foreign currency contracts, such as forward contracts. Based on monetary assets and liabilities denominated in foreign currencies, we estimate that a hypothetical 10 percent adverse change in exchange rates versus the U.S. dollar would result in losses of \$58.5 million \$61.8 million (\$44.5 47.0 million after-tax) and \$48.8 million \$63.3 million (\$37.1 48.1 million after-tax) as of February 25, 2024 August 25, 2024 and May 28, 2023 May 26, 2024, respectively.

## Interest Rate Risk

We issue fixed and floating rate debt in a proportion that management deems appropriate based on current and projected market conditions, and from time to time, we may enter into interest rate swaps to manage risk. At February 25, 2024 August 25, 2024, we had \$2,170.0 million \$2,495.0 million of fixed-rate and \$1,698.8 million \$1,548.7 million of variable-rate debt outstanding. At May 28, 2023 May 26, 2024, we had \$2,170.0 million \$2,495.0 million of fixed-rate and \$1,309.8 million \$1,341.7 million of variable-rate debt outstanding. We have interest rate risk associated with our variable-rate debt. A one percent increase in interest rates related to variable-rate debt would have resulted in an increase in interest expense and a corresponding decrease in income before taxes of \$17.2 million \$15.7 million annually (\$13.4 \$12.0 million after-tax) and \$13.3 million \$13.6 million annually (\$10.3 \$10.6 million after-tax) at February 25, 2024 August 25, 2024 and May 28, 2023 May 26, 2024, respectively.

For more information about our market risks, see Note 9, Debt and Financing Obligations, of the Condensed Notes to Consolidated Financial Statements in "Part I, Item 1. Financial Statements" of this report.

## ITEM 4. CONTROLS AND PROCEDURES

### Inherent Limitations on Effectiveness of Controls

Our management, including our Chief Executive Officer and Chief Financial Officer, does not expect that our disclosure controls and procedures or Because of its inherent limitations, our internal control over financial reporting will may not prevent or detect all errors and all fraud, misstatements. A control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the control system's objectives will be met. The design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative Due to their costs. Further, because of the inherent these limitations in all control systems, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, have been detected. The design of any system of controls is based in part on certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Projections of any evaluation of the effectiveness of controls to future periods are subject to risks. Over time, risks, including that controls may become inadequate because of changes in conditions or deterioration in that the degree of compliance with the policies or procedures.

and procedures may deteriorate.

### Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, carried out an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as of February 25, 2024 August 25, 2024. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of the end of the period covered by this report, our disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed by us in reports we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in SEC rules and forms, and is accumulated and communicated to management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosures.

### Changes in Internal Control over Financial Reporting

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated any change in our internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) that occurred during the quarter ended February 25, 2024. During the quarter ended February 25, 2024 August 25, 2024, we transitioned certain central systems and functions, including order to cash, produce to deliver, source to pay, and inventory management, among others, in North America to a new enterprise resource planning ("ERP") system, as part of our multi-year effort to upgrade our information systems and ERP infrastructure across the Company. This implementation included changes to certain financial processes impacting key controls related to our internal controls over financial reporting. We have updated our internal controls as appropriate in light of the system implementation and will continue to monitor the impact of the implementation on our processes, procedures, and internal control over financial reporting. On February 28, 2023, we acquired the remaining 50% equity interest in Lamb-Weston/Meijer v.o.f. ("LW EMEA"), our former European joint venture. We are in the process of evaluating and integrating controls and procedures relating to the LW EMEA business, which [has resulted] in changes to our internal control over financial reporting. Under SEC guidelines, we are permitted to exclude acquisitions from our assessment of internal control over financial reporting during the first year of an acquisition while integrating the acquired business. We have excluded LW EMEA from our assessment of internal control over financial reporting at February 25, 2024. Except as it may relate to the implementation of our new ERP system and the integration of the LW EMEA business, determined that there have been were no changes in our internal control over financial reporting during the quarter ended February 25, 2024 August 25, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting. For the third quarter of fiscal 2024, LW EMEA accounted for 23% of our consolidated net sales and as of February 25, 2024, represented 28% of our consolidated total assets.

## Part II — OTHER INFORMATION

### ITEM 1. LEGAL PROCEEDINGS

See Note 13, Commitments, Contingencies, Guarantees and Legal Proceedings, of the Condensed Notes to Consolidated Financial Statements in "Part I, Item 1. Financial Statements" of this report for information regarding our legal proceedings.

### ITEM 1A. RISK FACTORS

We are subject to various risks and uncertainties in the course of our business. The discussion of these risks and uncertainties may be found under "Part I, Item 1A. Risk Factors" in the Form 10-K. There have been no material changes to the risk factors discussed in the Form 10-K.

## ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Total shares of Lamb Weston common stock purchased by the Company during the thirteen weeks ended February 25, 2024 August 25, 2024 were as follows:

Period	Total Number of Shares (or Units) Purchased (a)	Average Price Paid Per Share (or Unit)	Total Number of Shares (or Units) Purchased as Part of Publicly Announced Plans or Programs (b)	Approximate Dollar Value of Maximum Number of Shares that May Yet be Purchased Under Plans or Programs (in millions) (b)
November 27, 2023 through December 24, 2023	5,106	\$ 99.44	—	\$ 450.0
December 25, 2023 through January 21, 2024	2,000	\$ 106.14	—	\$ 450.0
January 22, 2024 through February 25, 2024	2,814	\$ 104.01	—	\$ 450.0
<b>Total</b>	<b>9,920</b>			

Period	Total Number of Shares (or Units) Purchased (a)	Average Price Paid Per Share (or Unit)	Total Number of Shares (or Units) Purchased as Part of Publicly Announced Plans or Programs (b)	Approximate Dollar Value of Maximum Number of Shares that May Yet be Purchased Under Plans or Programs (in millions) (b)
May 27, 2024 through June 23, 2024	—	\$ —	—	\$ 390
June 24, 2024 through July 21, 2024	1,921	\$ 84.70	—	\$ 390
July 22, 2024 through August 25, 2024	1,589,872	\$ 57.87	1,412,852	\$ 308
<b>Total</b>	<b>1,591,793</b>			

- (a) Represents repurchased shares of our common stock under our publicly announced share repurchase program, which were repurchased at an average price of \$58.04 per share, and shares withheld from employees to cover income and payroll taxes on equity awards that vested during the period.
- (b) On December 20, 2018, we announced that our Board of Directors (the "Board") had authorized a \$250.0 million share repurchase program with no expiration date. On December 17, 2021, we announced that our Board had authorized the repurchase of an additional \$250.0 million of our common stock under this program, bringing the total amount authorized under the program to \$500.0 million of our common stock. On October 11, 2023, we announced that our Board had increased our share repurchase authorization under the program to an aggregate of \$500.0 million of our common stock, including \$123.9 million of previously authorized but unused capacity under the program. As of February 25, 2024 August 25, 2024, approximately \$450.0 million \$308 million remained authorized and available for repurchase under this program. Repurchases under our share repurchase program may be made at our discretion from time to time on the open market, subject to applicable laws, including pursuant to a repurchase plan administered in accordance with Rule 10b5-1 under the Exchange Act, or through privately negotiated transactions.

## ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

## ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

## ITEM 5. OTHER INFORMATION

### Restructuring Plan

We are reporting the following information for the purpose of providing the disclosure required under Form 8-K Item 2.05 "Costs Associated with Exit or Disposal Activities."

On October 1, 2024, our board of directors approved a restructuring plan (the "Restructuring Plan") that is designed to drive operational and cost efficiencies and improve cash flows, while positioning the Company to continue to make strategic investments to drive long-term value for our stakeholders. The Restructuring Plan is being implemented in response to current operating environment facing the Company and includes:

- The permanent closure of our manufacturing facility in Connell, Washington, effective October 1, 2024;
- The temporary curtailment of certain production lines and schedules across our manufacturing network in North America;

- A reduction in operating expenses, including headcount reductions approximating 4% of our global workforce and the elimination of certain unfilled job positions; and
- A \$100 million reduction in fiscal 2025 capital expenditures to \$750 million from our previous estimate of \$850 million.

In connection with the Restructuring Plan, we expect to record in fiscal 2025 total pre-tax charges of \$200 million to \$250 million. We estimate that approximately 80% (or approximately \$160 million to \$200 million) of these charges will result in future cash expenditures and 20% (or approximately \$40 million to \$50 million) will be non-cash charges. These charges primarily relate to the costs associated with contracted raw potatoes that will not be used due to production line curtailments, accelerating depreciation of assets, the write-down of inventory and long-lived assets, employee severance and other one-time termination benefits, and other costs. We expect to record most of the pre-tax charges in the second quarter of fiscal 2025, with the remainder expected to be recorded during the second half of fiscal 2025.

For additional information regarding the Restructuring Plan, see "Part I, Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations" of this report.

#### Insider Trading Arrangements

On January 11, 2024, Sharon Miller, our President, North America, adopted a trading plan intended to satisfy Rule 10b5-1(c) under the Exchange Act to sell up to 8,713 shares of Lamb Weston common stock between April 12, 2024

Our directors and December 31, 2024, subject to certain conditions. None of our other directors or officers (as defined in Rule 16a-1 under the Exchange Act) may from time to time enter into plans or other arrangements for the purchase or sale of our shares that are intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or may represent a non-Rule 10b5-1 trading arrangement under the Exchange Act. During the quarter ended August 25, 2024, no such plans or arrangements were adopted or terminated, a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as those terms are defined in Item 408 of Regulation S-K during the quarter ended February 25, 2024.

including by modification.

#### ITEM 6. EXHIBITS

Exhibit Number	Exhibit Description
10.1	<a href="#">Form of Lamb Weston Holdings, Inc. Restricted Stock Unit Agreement (FY2025 Awards)</a>
10.2	<a href="#">Form of Lamb Weston Holdings, Inc. Performance Share Agreement (FY 2025 Awards)</a>
31.1	<a href="#">Section 302 Certificate of Chief Executive Officer</a>
31.2	<a href="#">Section 302 Certificate of Chief Financial Officer</a>
32.1	<a href="#">Section 906 Certificate of Chief Executive Officer</a>
32.2	<a href="#">Section 906 Certificate of Chief Financial Officer</a>
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as inline XBRL with applicable taxonomy extension information contained in Exhibits 101)

#### SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

LAMB WESTON HOLDINGS, INC.

By: /s/ BERNADETTE M. MADARIETA

BERNADETTE M. MADARIETA

*Chief Financial Officer*

*(Principal Financial Officer)*

Dated this 4th 2nd day of April, October, 2024.

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Exhibit 10.1 Form of Lamb Weston Holdings, Inc. Restricted Stock Unit Agreement (Stock-settled) NOTICE OF GRANT RESTRICTED STOCK UNITS (STOCK-SETTLED) LAMB WESTON HOLDINGS, INC. 2016 STOCK PLAN (AS AMENDED AND RESTATED AS OF JULY 20, 2017) Lamb Weston Holdings, Inc., a Delaware corporation (the "Company"), has awarded to the Participant, as identified below, the number of Restricted Stock Units (the "RSUs", and each such unit, an "RSU") set forth below. The RSUs are subject to all of the terms and conditions as set forth in this Notice of Grant (the "Notice") as well as in the Company's 2016 Stock Plan (as amended and restated as of July 20, 2017, the "Plan") and the Restricted Stock Unit Agreement (Stock-Settled) (the "Agreement"), both of which are attached hereto and incorporated in their entirety. Capitalized terms not explicitly defined in this Notice but defined in the Plan or the Agreement will have the same definitions as in the Plan or the Agreement. In the event of any conflict between the terms of the Award and the Plan, the terms of the Plan will control. Participant: Employee ID: Number of RSUs: Date of Grant: (the "Date of Grant") Vesting Dates: 33% of the RSUs shall vest on : 33% of the RSUs shall vest on : and 34% of the RSUs shall vest on (each, a "Vesting Date"). Any fractional shares will be rounded down to the nearest whole share and will vest with the next vesting installment (if applicable) and subject to the terms and conditions set forth in the Agreement. Dividend Equivalents: Dividend equivalents with respect to the RSUs will be accumulated for the benefit of the Participant if and when regular cash dividends are declared and paid on the Stock in accordance with Section 7 of the Agreement, and will be paid in shares of Stock to the Participant upon any settlement of the RSUs. By the Company's signature below and by the Participant's clicking the "Accept" button online, the Company and the Participant agree that the RSUs are governed by this Notice and by the provisions of the Plan and the Agreement, both of which are attached to and made a part of this document. The Participant acknowledges receipt of copies of the Plan and the Agreement, represents that the Participant has read and is familiar with their provisions, and hereby accepts the RSUs subject to all of their terms and conditions. The Company has caused this Notice and the Agreement to be effective as of the Date of Grant. LAMB WESTON HOLDINGS, INC. By: Date:



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2 RESTRICTED STOCK UNIT AGREEMENT (STOCK-SETTLED) LAMB WESTON HOLDINGS, INC. 2016 STOCK PLAN (AS AMENDED AND RESTATED AS OF JULY 20, 2017) Lamb Weston Holdings, Inc., a Delaware corporation (the "Company"), has awarded the Participant, as named in the Notice of Grant (the "Notice"), to which this Restricted Stock Unit Agreement (Stock-Settled) (this "Agreement") is attached, a Restricted Stock Unit Award (the "RSUs") that is subject to the Company's 2016 Stock Plan (as amended and restated as of July 20, 2017) (the "Plan"), the Notice, and this Agreement, for the number of RSUs indicated in the Notice. In the event of any conflict between the terms in this Agreement and the Plan, the terms of the Plan will control. 1. Definitions. Capitalized terms used herein without definition have the meanings set forth in the Plan. The following terms shall have the respective meanings set forth below: (a) "Change of Control" shall mean the occurrence of any of the following events: (i) Individuals who, as of the effective date of the Plan, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any person becoming a member of the Board subsequent to the effective date of the Plan whose election, or nomination for the election by the Company's stockholders, was approved by a vote of at least a majority of the Board members then comprising the Incumbent Board shall be, for purposes of this clause (i), considered as though such person were a member of the Incumbent Board as of the effective date of the Plan; (ii) Consummation of a reorganization, merger or consolidation, in each case, with respect to which persons who were the stockholders of the Company immediately prior to such reorganization, merger or consolidation do not, immediately thereafter, own more than 50% of the Voting Power of the reorganized, merged or consolidated entity; (iii) Any person becomes the beneficial owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such person, any securities acquired directly from the Company or its affiliates) representing 30% or more of the Voting Power of the Company's then outstanding securities; (iv) A liquidation or dissolution of the Company; or (v) The sale of all or substantially all of the assets of the Company. (b) "Continuous Employment" shall mean the absence of any interruption or termination of employment with the Company and its Subsidiaries and the performance of substantial services. Continuous Employment shall not be considered interrupted or terminated in the case of sick leave, short-term disability (as defined in the Company's sole discretion), military leave or any other leave of absence approved by the Company unless and until there is a Separation from Service (as defined in Section 1(f) below). (c) "Divestiture" shall mean a permanent disposition to a person other than the Company of a plant or other facility or property at which the Participant performs a majority of the Participant's services, whether such disposition is effected by means of a sale of assets, a sale of Subsidiary stock or otherwise. (d) "Early Retirement" shall mean a Separation from Service with the Company and its Subsidiaries when the Participant (i) is at least age 55, and (i) has at least ten years of credited service with the Company and its Subsidiaries. (e) "Normal Retirement" shall mean a Separation from Service with the Company and its Subsidiaries on or after attaining age 65. (f) "Separation from Service," "termination of employment" and similar terms shall mean the date that the Participant incurs a "separation from service" within the meaning of Section 409A of the Code. As used in connection with the definition of "Separation from Service," the term "Company" includes Lamb Weston Holdings, Inc. and any other entity that with Lamb Weston Holdings, Inc. constitutes a controlled group of corporations (as defined in Section 414(b) of the Code), or a group of trades or businesses (whether or not incorporated) under common control (as defined in Section 414(c) of the Code), substituting 25% for the 80% ownership level for purposes of both Section 414(b) and Section 414(c) of the Code.



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3 (n) "Specified Employee" is as defined under Section 409A of the Code and Treasury Regulation Section 1.409A-1(f). (h) "Successors" shall mean the beneficiaries, executors, administrators, heirs, successors and assigns of a person.

2. Vesting of RSUs. (a) Normal Vesting. Subject to the Plan and this Agreement, if the Participant has been in Continuous Employment through each of the Vesting Dates as set forth in the Notice, then the RSUs subject to each such Vesting Date will become nonforfeitable ("Vest" or similar terms). (b) Termination of Employment. If, prior to the last Vesting Date set forth in the Notice, the Participant's employment with the Company and its Subsidiaries shall terminate (i) by reason of death or involuntary termination due to disability, then all unvested RSUs evidenced by this Agreement shall, to the extent such RSUs have not previously been forfeited, become 100% Vested; (ii) by reason of Normal Retirement occurring on or after the date that is 12 months after the Date of Grant, then all unvested RSUs evidenced by this Agreement shall, to the extent such RSUs have not previously been forfeited, become 100% Vested; (iii) by reason of Early Retirement or involuntary termination due to position elimination, reduction in force (each as defined in the Company's sole discretion), or Divestiture, in each case, on or after the date that is 12 months after the Date of Grant, the Participant will Vest in a pro rata portion of the RSUs determined by (A) multiplying the number of RSUs evidenced by this Agreement by a fraction, the numerator of which is the total number of calendar days during which the Participant was employed by the Company or a Subsidiary during the period beginning on the Date of Grant and ending on the Separation from Service and the denominator of which is the total number of calendar days beginning on the Date of Grant and ending on the last Vesting Date, rounded to the nearest whole number of RSUs and (B) subtracting any RSUs that have previously Vested or been forfeited from the number of RSUs determined in the immediately preceding clause (A); and (iv) for Cause prior to any Vesting Date, then all RSUs, whether Vested or unvested prior to such Vesting Date, shall be immediately forfeited without further consideration to the Participant. (c) Accelerated Vesting in Connection with a Change of Control. (i) If a Change of Control occurs prior to the last Vesting Date, and the Participant has been in Continuous Employment between the Date of Grant and the date of such Change of Control, then all unvested RSUs evidenced by this Agreement shall become 100% Vested, except (A) to the extent such RSUs have previously been forfeited, or (B) to the extent that a Replacement Award is provided to the Participant to replace, continue or adjust the outstanding RSUs (the "Replaced Award"). If the Participant's employment with the Company or a Subsidiary (or any of its or their successors after the Change of Control) (as applicable, the "Successor Company")

is terminated prior to the last Vesting Date (x) by the Participant for Good Reason or by the Successor Company other than for Cause, in each case within a period of two years after the Change of Control or (y) due to Early Retirement or Normal Retirement at any time following a Change of Control that qualifies as a permissible date of distribution under Section 409A(a)(2)(A) of the Code, then, in each case, to the extent that the Replacement Award has not previously been Vested or forfeited, the Replacement Award will become 100% Vested (and become entitled to settlement as specified in Section 3(b)(1)). (ii) For purposes of this Agreement, a "Replacement Award" means an award (A) of the same type (i.e., time-based restricted stock units) as the Replaced Award, (B) that has a value at least equal to the value of the Replaced Award, (C) that relates to publicly traded equity securities of the Successor Company in the Change of Control (or another entity that is affiliated with the Successor Company following the Change of Control), (D) the tax consequences of which for such Participant under the Code, if the Participant is subject to U.S. federal income tax under the Code, are not less favorable to the



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4 Participant than the tax consequences of the Replaced Award, and (E) the other terms and conditions of which are not less favorable to the Participant than the terms and conditions of the Replaced Award (including the provisions that would apply in the event of a subsequent change of control). A Replacement Award may be granted only to the extent it does not result in the Replaced Award or Replacement Award failing to comply with or ceasing to be exempt from Section 409A of the Code. Without limiting the generality of the foregoing, the Replacement Award may take the form of a continuation of the Replaced Award if the requirements of the preceding two sentences are satisfied. The determination of whether the conditions of this Section 2(c)(ii) are satisfied will be made in good faith by the Committee, as constituted immediately before the Change of Control, in its sole discretion. (ii) For purposes of this Agreement, "Cause" means: (A) the willful and continued failure by the Participant to substantially perform the Participant's duties with the Successor Company (other than any such failure resulting from termination by the Participant for Good Reason) after a demand for substantial performance is delivered to the Participant that specifically identifies the manner in which the Successor Company believes that the Participant has not substantially performed the Participant's duties, and the Participant has failed to resume substantial performance of the Participant's duties on a continuous basis within five days of receiving such demand; (B) the willful engaging by the Participant in conduct which is demonstrably and materially injurious to the Successor Company, monetarily or otherwise; or (C) the Participant's conviction of, or plea of nolo contendere to, (i) a felony or (ii) a misdemeanor which impairs the Participant's ability substantially to perform the Participant's duties with the Successor Company. For the purposes of this definition, no act, or failure to act, on the Participant's part shall be deemed "willful" unless done, or omitted to be done, by the Participant not in good faith and without reasonable belief that the Participant's action or omission was in the best interest of the Successor Company. (iv) For purposes of this Agreement, "Good Reason" means: (A) any material failure of the Successor Company to comply with and satisfy any of the terms of any employment or change in control (or similar) agreement between the Successor Company and the Participant pursuant to which the Participant provides services to the Successor Company; (B) any significant involuntary reduction of the authority, duties or responsibilities held by the Participant immediately prior to the Change of Control (and, for the avoidance of doubt, involuntary removal of the Participant from an officer position that the Participant holds immediately prior to the Change of Control will not, by itself, constitute a significant involuntary reduction of the authority, duties or responsibilities held by the Participant immediately prior to the Change of Control); (C) any material involuntary reduction in the aggregate target cash remuneration opportunity of the Participant as in effect immediately prior to the Change of Control; or (D) requiring the Participant to become based at any office or location more than 50 miles from the office or location at which the Participant was based immediately prior to such Change of Control, except for travel reasonably required in the performance of the Participant's responsibilities; provided, however, that no termination shall be deemed to be for Good Reason unless (x) the Participant provides the Successor Company with written notice setting forth the specific facts or circumstances constituting Good Reason within ninety days after the initial existence of the occurrence of such facts or circumstances, (y) the Successor Company fails to cure such facts or circumstances within thirty days of its receipt of such written notice, and (z) the Participant actually terminates employment within thirty (30) days following the end of the Successor Company's thirty-day cure period. If such event or circumstance has not been cured; (v) If a Replacement Award is provided, notwithstanding anything in this Agreement to the contrary, any outstanding RSUs which at the time of the Change of Control are not subject to a "substantial risk of forfeiture" (within the meaning of Section 409A of the Code) will be deemed to be Vested at the time of such Change of Control (and such Vested RSUs shall be settled in accordance with Section 3(b)(ii) below); (d) Forfeiture of RSUs: Subject to Section 2(b)(iv), any RSUs that have not Vested pursuant to Section 2(a), Section 2(b), or Section 2(c) as of any Vesting Date will be forfeited automatically and



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5 without further notice on such date (or earlier if, and on such date that, the Participant ceases to be in Continuous Employment prior to such Vesting Date for any reason other than as described in Section 2(b) or Section 2(c)). 3. Settlement of RSUs. (a) Normal. Subject to Section 3(b), the Company will issue to the Participant one share of Stock on each Vesting Date for each RSU that is a Vested RSU on such Vesting Date to the extent the RSU has not previously been Vested, forfeited or settled. (b) Other Settlement Events. Notwithstanding Section 3(a), to the extent the RSUs are Vested RSUs on the dates set forth below and to the extent the Vested RSUs have not previously been Vested, forfeited or settled, the Company will settle such Vested RSUs as follows: (i) Termination of Employment. If there are such Vested RSUs upon the Participant's termination of employment by reason of one or more of the termination events set forth in Section 2(b)(i), Section 2(b)(ii), Section 2(b)(iii) or Section 2(c)(i) hereof, then one share of Stock will be issued for each such Vested RSU within thirty days of the Participant's termination of employment. (ii) Change of Control. If there are such Vested RSUs upon a Change of Control, one share of Stock will be issued for each such Vested RSU as of the date of the Change of Control; provided, however, that if such Change of Control would not qualify as a permissible date of distribution under Section 409A(a)(2)(A) of the Code, and the regulations thereunder, and where Section 409A of the Code applies to such distribution, the Participant is entitled to receive the corresponding payment on the date that would have otherwise applied pursuant to Section 3 as though such Change of Control had not occurred. (c) Payment of Taxes Upon Settlement. As a condition of the issuance of shares of Stock upon settlement of RSUs hereunder, the Participant agrees to remit to the Company at the time of settlement any taxes or other amounts required to be withheld by the Company or any Subsidiary, as applicable, under Federal, State or local law as a result of the settlement of the RSUs. As a condition of the issuance of shares of Stock upon settlement of RSUs hereunder, the Participant agrees that the Company will deduct from the total shares to be issued as a result of the Vesting of the RSUs a sufficient number of shares to satisfy the required statutory withholding amount, which may exceed the minimum statutory tax withholding amount permissible only if it would not cause adverse accounting or tax consequences for the Company or a Subsidiary. (d) Specified Employee. Notwithstanding anything (including any provision of the Agreement or the Plan) to the contrary, if a Participant is a Specified Employee and if the RSUs are subject to Section 409A of the Code, payment to the Participant on account of a Separation from Service shall, to the extent required to comply with Treasury Regulation Section 1.409A-3(i)(2), be made to the Participant on the earlier of (i) the Participant's death or (ii) the first business day (or within 30 days after such first business day) that is more than six months after the date of Separation from Service. Notwithstanding anything contained herein to the contrary, the Participant shall not be considered to have terminated employment with the Company or any Subsidiary for purposes of any payments under this Agreement which are subject to Section 409A of the Code until the Participant has incurred a Separation from Service. In the Company's sole and absolute discretion, interest may be paid due to such delay. Further, any interest will be calculated in the manner determined by the Company in its sole and absolute discretion in a manner that qualifies any interest as reasonable earnings under Section 409A of the Code. Dividend equivalents will not be paid with respect to any dividends that would have been paid during the delay if the Stock had been issued. To the extent required for purposes of Section 409A of the Code, each installment that vests under this Agreement shall be construed as a separate identified payment for purposes of Section 409A of the Code. 4. Non-Transferability of RSUs. The RSUs may not be assigned, transferred, pledged or hypothecated in any manner (otherwise than by will or the laws of descent or distribution) nor may the Participant enter into any transaction for the purpose of, or which has the effect of, reducing the market risk of holding the RSUs by using puts, calls or similar financial techniques. The RSUs subject to this Agreement may be settled during the lifetime of the Participant only with the Participant or the Participant's guardian or legal representative. Upon any attempt to transfer, assign, pledge, hypothecate, or otherwise dispose of the RSUs or any related rights to the RSUs that is contrary to the provisions of this Agreement or the Plan,

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6. upon the levy of any attachment or similar process upon the RSUs or such rights, the RSUs and such rights shall immediately become null and void. The terms of this Agreement, shall be binding upon the Successors of the Participant.


5. **Stock Subject to the RSUs; Compliance with Law.** The Company will not be required to issue or deliver any shares of Stock or any certificate or certificates for shares of Stock with respect to the Participant's RSUs until such shares have been listed (or authorized for listing upon official notice of issuance) upon each stock exchange on which outstanding shares of the same class are then listed and until the Company has taken such steps as may, in the opinion of counsel for the Company, be required by law and applicable regulations, including the rules and regulations of the Securities and Exchange Commission, and state securities laws and regulations, in connection with the issuance of such shares, and the listing of such shares on each such exchange.

6. **Rights as Stockholder.** The Participant or his/her Successors shall have no rights as stockholder with respect to any RSUs or underlying shares of Stock covered by this Agreement until the Participant or his/her Successors shall have become the beneficial owner of such shares, and, except as provided in Section 7 and Section 8, no adjustment shall be made for dividends or distributions or other rights in respect of such shares for which the record date is prior to the date on which the Participant or his/her Successors shall have become the beneficial owner thereof.

7. **Dividend Equivalents.** From and after the Date of Grant and until the earlier of (a) the time when the RSUs become Vested and are settled in accordance with Section 2 and Section 3 or (b) the time when the Participant's right to receive shares of Stock in settlement of the RSUs is forfeited in accordance with Section 2, on the date that the Company pays a cash dividend (if any) to holders of Stock generally, the Participant shall be entitled to a number of additional RSUs determined by dividing (i) the product of (x) the dollar amount of the cash dividend paid per share of Stock on such date and (y) the total number of RSUs (including dividend equivalents paid thereon) previously credited to the Participant as of such date, by (ii) the Fair Market Value of the Stock on such date. Such dividend equivalents (if any) shall be subject to the same terms and conditions and shall be paid, in the aggregate rounded down to the nearest whole number, or forfeited in the same manner and at the same time as the RSUs to which the dividend equivalents were credited.

8. **Adjustments Upon Changes in Capitalization; Change of Control.** In the event of any change in corporate capitalization, corporate transaction, sale or other disposition of assets or similar corporate transaction or event involving the Company as described in Section 5.5 of the Plan, the Committee shall make equitable adjustment as it determines necessary and appropriate in the number and type of shares subject to this Agreement; provided, however, that no fractional share shall be issued upon subsequent settlement of the RSUs. No adjustment shall be made if such adjustment is prohibited by Section 5.5 of the Plan (relating to Section 409A of the

Code). 9. Notices. Each notice relating to this Agreement shall be deemed to have been given on the date it is received. Each notice to the Company shall be addressed to its principal office in Eagle, Idaho, Attention: Compensation. Each notice to the Participant or any other person or persons entitled to shares issuable upon settlement of the RSUs shall be addressed to the Participant's address and may be in written or electronic form. Anyone to whom a notice may be given under this Agreement may designate a new address by giving notice to the effect. 10. Benefits of Agreement. This Agreement shall inure to the benefit of and be binding upon each successor of the Company. All obligations imposed upon the Participant and all rights granted to the Company under this Agreement shall be binding upon the Participant's Successors. This Agreement shall be the sole and exclusive source of any and all rights which the Participant or his/her Successors may have in respect to the Plan or this Agreement. 11. No Right to Continued Employment. Nothing in this Agreement shall interfere with or affect the rights of the Company or the Participant under any employment agreement or confer upon the Participant any right to continued employment with the Company or a Subsidiary. 12. Resolution of Disputes. Any dispute or disagreement which should arise under or as a result of or in any way related to the interpretation, construction or application of this Agreement will be determined by the Committee. Any determination made hereunder shall be final, binding and conclusive for all purposes. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the state of Delaware.



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7 13. Section 409A of the Code. To the extent applicable, this Agreement is intended to comply with Section 409A of the Code and any regulations or notices provided thereunder. This Agreement and the Plan shall be interpreted in a manner consistent with this intent. The Company reserves the unilateral right to amend this Agreement on written notice to the Participant in order to comply with Section 409A of the Code. The Company makes no representation that any or all of the payments described in this Agreement will be exempt from or comply with Section 409A of the Code and makes no undertaking to preclude Section 409A of the Code from applying to any such payment. None of the Company or any Subsidiary, or any of its or their contractors, agents and employees, nor the Board or any member of the Board, shall be liable for any consequences of any failure to follow the requirements of Section 409A of the Code or any guidance or regulations thereunder. 14. Clawback Policy and Stock Ownership Guidelines. Shares of Stock issued upon settlement of the RSUs shall be subject to any stock ownership guidelines of the Company applicable to the Participant. In addition to the clawback described in Section 18(c), the Participant hereby acknowledges and agrees that the RSUs and this Agreement (and any settlement of the RSUs) are subject to the terms and conditions of the Company's clawback policies as may be in effect from time to time (the "Compensation Recovery Policy"), and that relevant sections of this Agreement shall be deemed superseded by and subject to the terms and conditions of the Compensation Recovery Policy from and after the effective date thereof. Further, by receiving the RSUs, the Participant (a) consents to be bound by the terms of the Compensation Recovery Policy, as applicable, (b) agrees and acknowledges that the Participant is obligated to and will cooperate with, and will provide any and all assistance necessary to, the Company in any effort to recover or recoup any compensation or other amounts subject to clawback or recovery pursuant to the Compensation Recovery Policy and/or applicable laws, rules, regulations, stock exchange listing standards or other Company policy, and (c) agrees that the Company may enforce its rights under the Compensation Recovery Policy through any and all reasonable means permitted under applicable law as it deems necessary or desirable under the Compensation Recovery Policy. Such cooperation and assistance shall include (but is not limited to) executing, completing and submitting any documentation necessary, or consenting to Company action, to facilitate the recovery or recoupment by the Company from the Participant of any such compensation or other amounts, including from the Participant's accounts or from any other compensation, to the extent permissible under Section 409A of the Code. 15. Amendment. Any amendment to the Plan shall be deemed to be an amendment to this Agreement to the extent that the amendment is applicable hereto. 16. Severability. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, unenforceable or otherwise illegal, the remainder of this Agreement and the application of such provision to any other person or circumstances shall not be affected, and the provisions so held to be invalid, unenforceable or otherwise illegal shall be reformed to the extent (and only to the extent) necessary to make it enforceable, valid and legal. 17. Electronic Delivery. The Company may, in its sole discretion, deliver any documents related to the RSUs and the Participant's participation in the Plan, or future awards that may be granted under the Plan, by electronic means or request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company. 18. Restrictive Covenants. (a) Confidentiality. It is a condition to the Participant's receipt of the RSUs that the Participant execute and agree to the terms of the Company or a Subsidiary's current and applicable Confidentiality Agreement (the "Confidentiality Agreement"). By electronically accepting this Agreement, the Participant acknowledges that the Participant has either already entered into such Confidentiality Agreement with the Company or a Subsidiary as of the date of acceptance or will enter into such agreement within 30 days of the Participant's receipt of this grant of RSUs. If such execution is required and the Participant does not sign and return the Confidentiality Agreement as prompted by the Workday HR system within 30 days of the Participant's receipt of this grant of RSUs, this grant of RSUs and any rights to the RSUs will terminate and become null and void. The Participant further acknowledges that as consideration for the Participant's agreement to the terms of the Confidentiality Agreement, the Company is providing the Participant with the opportunity to participate in this grant of RSUs under the Plan and receive the RSUs evidenced by this Agreement. The Participant understands that this acknowledgment shall be deemed a part of the Confidentiality Agreement and is to be interpreted in a manner consistent with its terms.



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8. (b) Non-Competition and Non-Solicitation. By electronically accepting this Agreement, the Participant acknowledges that the Participant has received or will receive specialized training, trade secrets and confidential information from the Company and, in consideration thereof, agrees to the non-competition and non-solicitation provisions set forth in Exhibit A to this Agreement (the "Non-Competition and Non-Solicitation Obligations"). The Participant further acknowledges that as consideration for the Participant's agreement to the terms of the Non-Competition and Non-Solicitation Obligations, the Company is providing the Participant with the opportunity to participate in this grant of RSUs under the Plan and receive the RSUs evidenced by this Agreement. Notwithstanding the foregoing, if the Participant is a resident of the state of California, the Participant will not be bound by the Non-Competition and Non-Solicitation Obligations. (c) Violation of Restrictive Covenants. Notwithstanding anything herein to the contrary, if the Participant breaches the Confidentiality Agreement or, if applicable, any of the Non-Competition and Non-Solicitation Obligations, (i) the Participant shall forfeit all RSUs and related dividend equivalents evidenced by this Agreement, effective on the date on which the Participant first breached such agreement or obligation(s) and (ii) if such breach occurs within 1 year following (A) the last Vesting Date or (B) to the extent Section 3(b) applies, the applicable settlement date, all shares of Stock issued or transferred to the Participant pursuant to this Agreement shall be returned by the Participant to the Company within 30 days after the Company has provided notice to the Participant of such breach and, if such shares of Stock have been sold by the Participant, an amount equal to the proceeds from such sale (determined without regard to any taxes paid) shall become due and payable by the Participant to the Company within 30 days after the Company has provided notice to the Participant of such breach. Notwithstanding the foregoing, the Committee, in its sole discretion, may waive the Participant obligations described in clause (i) and (ii) at any time if deemed to be in the best interests of the Company. The Participant acknowledges and agrees that it would be inequitable for the Participant to benefit from the RSUs should the Participant breach the Confidentiality Agreement or, if applicable, any of the Non-Competition and Non-Solicitation Obligations. (d) Remedies; Government Investigations; DTSA. The Participant acknowledges and agrees that the rights and remedies set forth in this Section 18 are in addition to and are not intended to limit any other rights or remedies the Company may have available to it, both during and at any time after the termination of the Participant's employment with the Company, including, without limitation, any rights or remedies the Company may have under the Confidentiality Agreement or other similar agreements. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement prevents the Participant from providing, without prior notice to the Company, information to governmental authorities regarding possible legal violations or otherwise testifying or participating in any investigation or proceeding by any governmental authorities regarding possible legal violations, and, for purpose of clarity, the Participant is not prohibited from providing information voluntarily to the Securities and Exchange Commission pursuant to Section 21F of the Act. Furthermore, the U.S. Defend Trade Secrets Act of 2016 ("DTSA") provides that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, the DTSA provides that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (x) files any document containing the trade secret under seal and (y) does not disclose the trade secret, except pursuant to court order. 19. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to that state's conflict of laws rules. The Participant agrees that the state and federal courts located in the State of Delaware, without regard to or application or conflict of laws principles, will have jurisdiction in any action, suit or proceeding against the Participant on or arising out of this Agreement, and the Participant hereby: (a) submits to the personal jurisdiction of such courts; (b) consents to service of process in connection with any action, suit or proceeding against the Participant; and (c) waives any other requirement (whether imposed by statute, rule of court or otherwise) with respect to personal jurisdiction, venue or service of process. The Participant agrees that this Section 19 is necessary so that the Company has uniformity with respect to interpretation of this Agreement for all participants, no matter where they may reside. 20. Acknowledgements. The Participant acknowledges that Exhibit A to this Agreement includes



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of restrictive covenants that could affect the Participant's ability to seek employment after the Participant's termination of employment with the Company. The Participant agrees that the Participant has had at least fourteen (14) days to review this Agreement before being required to execute it (through online acceptance). The Participant further acknowledges and understands that the Participant has the right to seek advice from counsel of Participant's choosing before accepting this Agreement.



10. Exhibit A Non-Competition and Non-Solicitation Provisions 1. Definitions. Unless otherwise defined, capitalized terms used in this Exhibit A shall have the meanings given to them in the Agreement or the Plan, as applicable. As used in this Exhibit A: (a) "Company" shall include all Subsidiaries of the Company; (b) "Competing Organization" is defined as any organization that researches, develops, manufactures, markets, distributes and/or sells one or more Competing Products/Services; (c) "Competing Products/Services" means any products, services or activities (including, without limitation, products, services or activities in the planning or development stage during the Non-Compete Period) that compete, directly or indirectly, in whole or in part, with one or more of the material products, services or activities (including, without limitation, products, services or activities in the planning or development stage during the Non-Compete Period) produced, provided, or engaged in by the Company or its affiliates at the time of the Participant's termination of employment with the Company and with which the Participant worked or about which the Participant obtained any trade secret or other Confidential and Proprietary Information at any time during the five (5) years immediately preceding the Participant's termination of employment with the Company. "Material products, services or activities" means the development, manufacture or production of packaged potato, sweet potato, appetizer and vegetable products for the retail, foodservice or institutional channels. If the products manufactured, sold or marketed by the Company are expanded at any time during the Participant's employment, such additional products will be deemed to be "material products, services or activities" for all purposes under this Agreement; (d) "Confidential and Proprietary Information" is defined as information and data of any kind, in any form, not generally available to the public, concerning any matters affecting or relating to the Company, including but not limited to: names, addresses, and any other characteristics identifying information or aspects of existing or potential Company customers, employees, vendors or suppliers, the business or operations of the Company and/or the financials, products, drawings, plans, processes; or other data of the Company not generally known or available outside of the Company. This definition also includes derivations of Confidential and Proprietary Information, including any information derived, summarized or extracted from any of the foregoing whether observed in writing, electronically, mechanically, and/or orally during the Participant's employment with the Company; (e) "Employee" (including its plural) means any person employed by the Company; (f) "Non-Compete Period" means the period from the date of the Agreement through the twelve-month period following the Participant's termination of employment with the Company for any reason; (g) "Prohibited Capacity" is defined as (i) any same or similar capacity to that the Participant held at any time during the last three years of employment with the Company prior to the date of the Participant's termination of employment from the Company; (i) any executive or managerial capacity; (ii) any marketing or sales capacity; or (iv) any capacity in which the Participant's knowledge of Confidential and Proprietary Information would render the Participant's assistance to a Competing Organization a competitive advantage; (h) "Restricted Geographic Area" is defined as all countries, territories, parishes, municipalities and states in which the Company is doing business or is selling its products at the time of the Participant's termination of employment with the Company, including, but not limited to, every parish and municipality in the state of Louisiana. 1 The Participant acknowledges that 1 These Louisiana parishes currently include Acadia, Allen, Ascension, Assumption, Avovelles, Beauregard, Bienville, Bossier, Caddo, Calcasieu, Caldwell, Cameron, Catahoula, Claiborne,



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11. this geographic scope is reasonable given the Participant's position with the Company, the international scope of the Company's business, and the fact that the Participant could compete with the Company from anywhere the Company does business. (i) "Trade Secret" means information possessed by or developed for the Company, including, without limitation, any compilation of data, program, device, method, system, technique or process, where: (i) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, (ii) the information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances, or (iii) information that constitutes a "trade secret" under the Idaho Trade Secrets Act, IDAHO STAT. § 48-801(5) and/or under the DTSA. 2. Non-Competition. During the Non-Compete Period, the Participant agrees that he or she will not, within the Restricted Geographic Area, be employed by, work for, consult with, provide services to, or lend assistance to any Competing Organization in a Prohibited Capacity. 3. Non-Solicitation. The Participant recognizes and agrees that the Company has a legitimate business interest in restricting potential competitors from hiring Employees who possess or otherwise may have or had access to the Company's or any of its affiliates' Confidential and Proprietary Information or Trade Secrets. Therefore, the Participant agrees that during the Participant's employment with the Company and through the twelve-month period following the termination of the Participant's employment with the Company, the Participant shall not directly or indirectly through any other person or entity recruit, induce, or attempt to induce any Employee to terminate his or her employment with the Company or otherwise interfere in any way with the employment relationship between the Company and its Employees. This restriction includes, but is not limited to: (a) identifying Employees as potential candidates for employment by name, background or qualifications; (b) recruiting or soliciting Employees; and/or (c) participating in any pre-employment interviews with Employees. 4. California Residents. Notwithstanding anything in the Agreement or in this Exhibit A, if the Participant is a resident of the state of California, the non-competition and non-solicitation obligations described in this Exhibit A shall not apply. Concordia, De Soto, East Baton Rouge, East Carroll, East Feliciana, Evangeline, Franklin, Grant, Iberia, Iberville, Jackson, Jefferson, Jefferson Davis, La Salle, Lafayette, Lafourche, Lincoln, Livingston, Madison, Morehouse, Natchitoches, Orleans, Ouachita, Plaquemines, Pointe Coupee, Rapides, Red River, Richland, Sabine, St. Bernard, St. Charles, St. Helena, St. James, St. John The Baptist, St. Landry, St. Martin, St. Mary, St. Tammany, Tangipahoa, Tensas, Terrebonne, Union, Vermilion, Vernon, Washington, Webster, West Baton Rouge, West Carroll, West Feliciana and Winn.



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Exhibit 10.2 Form of Lamb Weston Holdings, Inc. Performance Share Agreement NOTICE OF GRANT PERFORMANCE SHARES LAMB WESTON HOLDINGS, INC. 2016 STOCK PLAN (AS AMENDED AND RESTATED AS OF JULY 20, 2017) Lamb Weston Holdings, Inc., a Delaware corporation (the "Company"), has awarded to the Participant, as identified below, the number of Performance Shares (the "Performance Shares") set forth below. The Performance Shares are subject to all of the terms and conditions as set forth in this Notice of Grant (the "Notice") as well as in the Company's 2016 Stock Plan (as amended and restated as of July 20, 2017) (the "Plan") and the Performance Share Agreement (the "Agreement"), both of which are attached hereto and incorporated in their entirety. Each Performance Share represents the right to receive one share of Stock on the Payment Date (as defined in the Agreement), subject to achievement of the Performance Targets (as defined in the Agreement) and the other terms and conditions of this award. The number of Performance Shares that may be earned, if any, may range from [X]% of the Target Number of Performance Shares, if the minimum Performance Targets and other conditions are met, to 200% of the Target Number of Performance Shares (the "Maximum Number of Performance Shares"), if the maximum Performance Targets and other conditions are met. Capitalized terms not explicitly defined in this Notice but defined in the Plan or the Agreement will have the same definitions as in the Plan or the Agreement. In the event of any conflict between the terms of the Award and the Plan, the terms of the Plan will control. Participant: Employee ID: Target Number of Performance Shares Maximum Number of Performance Shares: Date of Grant: Vesting Date: [Last day of three-year performance period] subject to the terms and conditions set forth in Section 2 of the Agreement and Exhibit A to the Agreement. Dividend Equivalents: Yes, dividend equivalents will be accumulated on earned Performance Shares, but no amounts are paid, until the Payment Date of the Performance Shares, in accordance with Section 7 of the Agreement. By the Company's signature below and by the Participant's clicking the "Accept" button online, the Company and the Participant agree that the Performance Shares are governed by this Notice and by the provisions of the Plan and the Agreement, both of which are attached to and made a part of this document. The Participant acknowledges receipt of copies of the Plan and the Agreement, represents that the Participant has read and is familiar with their provisions, and hereby accepts the Performance Shares subject to all of their terms and conditions. The Company has caused this Notice and the Agreement to be effective as of the Date of Grant. LAMB WESTON HOLDINGS, INC. By:



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2 Date: LAMB WESTON HOLDINGS, INC. By: Date: PARTICIPANT Date:




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Company's 2016 Stock Plan (as amended and restated as of July 20, 2017) (the "Plan"), the Notice, and this Agreement, for the number of Performance Shares indicated in the Notice. In the event of any conflict between the terms in this Agreement and the Plan, the terms of the Plan will control. 1. Definitions. Capitalized terms used herein without definition have the meanings set forth in the Plan. The following terms shall have the respective meanings set forth below: (a) "Change of Control" shall mean the occurrence of any of the following events: (i) Individuals who, as of the effective date of the Plan, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any person becoming a member of the Board subsequent to the effective date of the Plan whose election, or nomination for the election by the Company's stockholders, was approved by a vote of at least a majority of the Board members then comprising the Incumbent Board shall be, for purposes of this clause (i), considered as though such person were a member of the Incumbent Board as of the effective date of the Plan; (ii) Consummation of a reorganization, merger or consolidation, in each case, with respect to which persons who were the stockholders of the Company immediately prior to such reorganization, merger or consolidation do not, immediately thereafter, own more than 50% of the Voting Power of the reorganized, merged or consolidated entity; (iii) Any person becomes the beneficial owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such person, any securities acquired directly from the Company or its affiliates) representing 30% or more of the Voting Power of the Company's then outstanding securities; (iv) A liquidation or dissolution of the Company; or (v) The sale of all or substantially all of the assets of the Company. (b) "Continuous Employment" shall mean the absence of any interruption or termination of employment with the Company and its Subsidiaries and the performance of substantial services. Continuous Employment shall not be considered interrupted or terminated in the case of sick leave, short-term disability (as defined in the Company's sole discretion), military leave or any other leave of absence approved by the Company unless and until there is a Separation from Service (as defined in Section 1(i) below). (c) "Disability" shall mean a situation where the Participant is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Company. (d) "Divestiture" shall mean a permanent disposition to a person other than the Company of a plant or other facility or property at which the Participant performs a majority of the Participant's services, whether such disposition is effected by means of a sale of assets, a sale of Subsidiary stock or otherwise. (e) "Early Retirement" shall mean a Separation from Service with the Company and its Subsidiaries when the Participant (i) is at least age 55, and (ii) has at least ten years of credited service with the Company and its Subsidiaries. (f) "Normal Retirement" shall mean a Separation from Service with the Company and its Subsidiaries on or after attaining age 65. (g) "Performance Period" shall mean the three-year period commencing on \_\_\_\_\_ and ending on \_\_\_\_\_, which is comprised of the following three annual sub-periods (or "Sub-Periods"):



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4	through	through	and through
(h) "Performance Targets" shall mean the applicable performance goals set forth on Exhibit A. (i) "Separation from Service," "termination of employment" and similar terms shall mean the date that the Participant incurs a "separation from service" within the meaning of Section 409A of the Code. As used in connection with the definition of "Separation from Service," the term "Company" includes Lamb Weston Holdings, Inc. and any other entity that, with Lamb Weston Holdings, Inc., constitutes a controlled group of corporations (as defined in Section 414(b) of the Code), or a group of trades or businesses (whether or not incorporated) under common control (as defined in Section 414(c) of the Code), substituting 25% for the 80% ownership level for purposes of both Section 414(b) and Section 414(c) of the Code. (j) "Specified Employee" is as defined under Section 409A of the Code and Treasury Regulation Section 1.409A-1(i). (k) "Successors" shall mean the beneficiaries, executors, administrators, heirs, successors and assigns of a person. 2. Vesting of Performance Shares. (a) Normal Vesting. Subject to the terms and conditions of the Notice, the Plan, this Agreement and Exhibit A to this Agreement, the Performance Shares covered by this Agreement shall become nonforfeitable ("Vest" or similar terms) to the extent that: (i) Except as provided in Section 2(b) or Section 2(c) below, the Participant remains Continuously Employed by the Company or a Subsidiary through the Vesting Date; and (ii) The applicable Performance Targets set forth on Exhibit A for the Performance Period are achieved, which level of achievement must be certified by the Committee in writing within 90 days after the end of the Performance Period (the "Committee Determination Date"). [For the avoidance of doubt, references in this Agreement to determinations and/or payments to be made after or following "the end of the Performance Period" shall be applied only to the Performance Period collectively comprised of all three Sub-Periods (and not to any Sub-Period individually).] Any Performance Shares that do not satisfy both Section 2(a)(i) and Section 2(a)(ii) will be forfeited. (b) Other Vesting Events. If, prior to the Vesting Date: (i) the Participant's employment with the Company and its Subsidiaries shall terminate by reason of Normal Retirement occurring on or after the date that is 12 months after the Date of Grant, the Performance Shares shall remain subject to performance through the end of the Performance Period and shall become Vested (based upon actual achievement of the applicable Performance Targets set forth in Exhibit A) in accordance with the terms and conditions of this Section 2 as if the Participant had remained Continuously Employed from the Date of Grant until the Vesting Date (or, if earlier, the occurrence of a Change of Control to the extent a Replacement Award is not provided); (ii) the Participant's employment with the Company and its Subsidiaries shall terminate by reason of Early Retirement or involuntary termination due to position elimination, reduction in force (each as defined in the Company's sole discretion), or Divestiture, in each case, occurring on or after the date that is 12 months after the Date of Grant, the Performance Shares shall remain subject to performance through the end of the Performance Period and shall become Vested (based upon actual achievement of the applicable Performance Targets set forth in Exhibit A) in accordance with the terms and conditions of this Section 2 on a pro-rata basis in an amount equal to the product of (A) the number of Performance Shares in which the Participant would have Vested in accordance with the terms and conditions of this Section 2 if the Participant had remained Continuously Employed from the Date of Grant until the Vesting Date (or, if earlier, the occurrence of a Change of Control to the extent a Replacement Award is not provided), multiplied by (B) a fraction, the numerator of which is the total number of calendar days during which the Participant was employed by the Company or a Subsidiary during the period beginning on and ending on the Separation from Service and the denominator of which is the total number of calendar days beginning on and ending on			



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5 rounded to the nearest whole number of Performance Shares. (iii) the Participant's employment with the Company and its Subsidiaries shall terminate by reason of the Participant's death or the Participant has a Disability, the Participant shall Vest in a number of Performance Shares equal to the Target Number of Performance Shares subject to this Agreement; provided, however, that if there is a Replacement Award for which it has been determined pursuant to Section 2(c)(i) that the Participant shall Vest in a number of Performance Shares based on actual performance through the most recent date prior to the Change of Control for achievement of Performance Targets can reasonably be determined and the Participant's death or Disability occurs following a Change of Control, then the Participant shall Vest in such greater number of Performance Shares determined based on actual performance instead of the Target Number of Performance Shares subject to this Agreement. (iv) the Participant's employment with the Company and its Subsidiaries shall terminate for Cause or any reason other than as described in Section 2(b)(i), Section 2(b)(ii) or Section 2(b)(iii) prior to the Vesting Date, then all Performance Shares, whether Vested or unvested prior to the Vesting Date, shall be immediately forfeited without further consideration to the Participant. For the avoidance of doubt, any Vested Performance Shares pursuant to Section 2(b)(i) or Section 2(b)(ii) will be settled pursuant to Section 3(a) hereof. (c) Accelerated Vesting in Connection with a Change of Control. (i) If a Change of Control occurs prior to the end of the Performance Period, and the Participant has been in Continuous Employment between the Date of Grant and the date of such Change of Control, then the Participant shall Vest in a number of Performance Shares equal to the greater of (A) the number of Performance Shares in which the Participant would Vest based on actual performance through the most recent date prior to the Change of Control for which achievement of Performance Targets can reasonably be determined, as certified by the Committee as constituted immediately prior to the Change of Control and (B) the Target Number of Performance Shares subject to this Agreement, rounded to the nearest whole number of Performance Shares, except to the extent that (i) such Performance Shares have previously been forfeited, or (ii) a Replacement Award is provided to the Participant to replace, continue or adjust the outstanding Performance Shares (the "Replaced Award"). (ii) If a Change of Control occurs after the end of the Performance Period but before the Committee Determination Date, then all Performance Shares earned based on performance (to be measured on or prior to the date of the Change of Control) will become fully Vested, except to the extent that (A) such Performance Shares have previously been forfeited, or (B) a Replacement Award is provided to the Participant to replace, continue or adjust the outstanding Performance Shares. (iii) Notwithstanding any other provision of this Agreement, if, (x) within a period of two years following a Change of Control, the Participant's employment with the Company, a Subsidiary or any of its or their successors after the Change of Control (as applicable, the "Successor Company") is terminated by the Participant for Good Reason or by the Successor Company other than for Cause prior to the Vesting Date or (y) at any time following a Change of Control, the Participant's employment terminates due to Early Retirement or Normal Retirement prior to the Vesting Date, then to the extent that the Replacement Award has not previously been Vested or forfeited, the Replacement Award will become fully Vested (and become entitled to settlement as specified in Section 3(b)(i)). (iv) For purposes of this Agreement, a "Replacement Award" means an award (A) of the same type as the Replaced Award (i.e., restricted stock or restricted stock units) but with any remaining performance conditions of the Replaced Award deemed satisfied at the greater of (i) the actual level of performance as of the Change of Control, if reasonably measurable, and (ii) the target level of performance, in each case without proration, and subject to continued service through the Vesting Date, (B) that has a value at least equal to the value of the Replaced Award, including at the deemed level of performance as determined in clause (A) above, as applicable, (C) that relates to publicly traded equity.



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demand; (B) the willful engaging by the Participant in conduct which is demonstrably and materially injurious to the Successor Company, monetarily or otherwise; or (C) the Participant's conviction of, or plea of nolo contendere to, (i) a felony or (ii) a misdemeanor which impairs the Participant's ability substantially to perform the Participant's duties with the Successor Company. For the purposes of this definition, no act, or failure to act, on the Participant's part shall be deemed "willful" unless done, or omitted to be done, by the Participant not in good faith and without reasonable belief that the Participant's action or omission was in the best interest of the Successor Company. (vi) For purposes of this Agreement, "Good Reason" means: (A) any material failure of the Successor Company to comply with and satisfy any of the terms of any employment or change in control (or similar) agreement between the Successor Company and the Participant pursuant to which the Participant provides services to the Successor Company; (B) any significant involuntary reduction of the authority, duties or responsibilities held by the Participant immediately prior to the Change of Control (and, for the avoidance of doubt, involuntary removal of the Participant from an officer position that the Participant holds immediately prior to the Change of Control will not, by itself, constitute a significant involuntary reduction of the authority, duties or responsibilities held by the Participant immediately prior to the Change of Control); (C) any material involuntary reduction in the aggregate target cash remuneration opportunity of the Participant as in effect immediately prior to the Change of Control; or (D) requiring the Participant to become based at any office or location more than 50 miles from the office or location at which the Participant was based immediately prior to such Change of Control, except for travel reasonably required in the performance of the Participant's responsibilities; provided, however, that no termination shall be deemed to be for Good Reason unless (i) the Participant provides the Successor Company with written notice setting forth the specific facts or circumstances constituting Good Reason within ninety days after the initial existence of the occurrence of such facts or circumstances; (ii) the Successor Company fails to cure such facts or circumstances within thirty days of its receipt of such written notice, and (iii) the Participant actually terminates employment within thirty days following the end of the Successor Company's thirty-day cure period, if such event or circumstance has not been cured. (vii) If a Replacement Award is provided, notwithstanding anything in this Agreement to the contrary, any outstanding Performance Shares which at the time of the Change of Control are not subject to a "substantial risk of forfeiture" (within the meaning of Section 409A of the Code) will be deemed to be Vested at the time of such Change of Control (and such Vested Performance Shares shall be settled in accordance with Section



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7.3(b)(i) below). (d) Forfeiture of Performance Shares. Subject to Section 2(b)(iv), any Performance Shares that have not Vested pursuant to Section 2(a), Section 2(b), or Section 2(c) will be forfeited automatically and without further notice (including if the Participant ceases to be in Continuous Employment prior to the Vesting Date for any reason other than as described in Section 2(b) or Section 2(c)). 3. Settlement of Performance Shares. (a) Normal. Subject to Section 3(b), the Company will issue to the Participant one share of Stock for each earned Performance Share as soon as practicable following the later of (x) the Committee Determination Date and (y) the Vesting Date, but in no event later than 60 days following the later such time (the "Payment Date"). (b) Other Settlement Events. Notwithstanding Section 3(a), to the extent the Performance Shares are Vested Performance Shares on the dates set forth below and to the extent the Vested Performance Shares have not previously been Vested, forfeited or settled, the Company will settle such Vested Performance Shares as follows: (i) Separation from Service. If there are such Vested Performance Shares upon the Participant's Separation from Service following a Change of Control pursuant to Section 2(c)(iii) hereof, within thirty days of the Participant's Separation from Service, one share of Stock will be issued for each such Vested Performance Share; provided, that such Change of Control qualifies as a permissible date of distribution under Section 409A(a)(2)(A) of the Code and the regulations thereunder. If such Change of Control does not qualify, the Participant is entitled to receive the corresponding payment on the date that would have otherwise applied pursuant to Section 3 as though such Change of Control had not occurred. (ii) Change of Control. If there are such Vested Performance Shares upon a Change of Control, one share of Stock will be issued for each such Vested Performance Share as of the date of the Change of Control; provided, however, that if such Change of Control would not qualify as a permissible date of distribution under Section 409A(a)(2)(A) of the Code, and the regulations thereunder, and where Section 409A of the Code applies to such distribution, the Participant is entitled to receive the corresponding payment on the date that would have otherwise applied pursuant to Section 3 as though such Change of Control had not occurred. (iii) Death. If there are such Vested Performance Shares upon the Participant's termination due to such Participant's death pursuant to Section 2(b)(ii) hereof, one share of Stock will be issued for each such Vested Performance Share within thirty days of the date of the termination. (iv) Disability. If there are such Vested Performance Shares upon the occurrence of a Participant's Disability pursuant to Section 2(b)(i) hereof, one share of Stock will be issued for each such Vested Performance Share within sixty days of the occurrence of such Disability. (c) Payment of Taxes Upon Settlement. As a condition of the issuance of shares of Stock upon settlement of Performance Shares hereunder, the Participant agrees to remit to the Company at the time of settlement any taxes or other amounts required to be withheld by the Company or any Subsidiary, as applicable, under Federal, State or local law as a result of the settlement of the Performance Shares. As a condition of the issuance of shares of Stock upon settlement of Performance Shares hereunder, the Participant agrees that the Company will deduct from the total shares to be issued as a result of the Vesting of the Performance Shares a sufficient number of shares to satisfy the required statutory withholding amount, which may exceed the minimum statutory tax withholding amount only if it would not cause adverse accounting or tax consequences for the Company or a Subsidiary. (d) Specified Employee. Notwithstanding anything (including any provision of the Agreement or the Plan) to the contrary, if a Participant is a Specified Employee and if the Performance Shares are subject to Section 409A of the Code, payment to the Participant on account of a Separation from Service shall, to the extent required to comply with Treasury Regulation Section 1.409A-3(i)(2), be made to the Participant on the earlier of (i) the Participant's death or (ii) the first business day (or within 30 days after such first business day) that is more than six months after the date of Separation from Service. Notwithstanding anything contained herein to the contrary, the Participant shall not be considered to have



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3. terminated employment with the Company or any Subsidiary for purposes of any payments under this Agreement which are subject to Section 409A of the Code until the Participant has incurred a Separation from Service. In the Company's sole and absolute discretion, interest may be paid due to such delay. Further, any interest will be calculated in the manner determined by the Company in its sole and absolute discretion in a manner that qualifies any interest as reasonable earnings under Section 409A of the Code. Dividend equivalents will not be paid with respect to any dividends that would have been paid during the delay if the Stock had been issued. To the extent required for purposes of Section 409A of the Code, each installment that vests under this Agreement shall be construed as a separate identified payment for purposes of Section 409A of the Code. 4. Non-Transferability of Performance Shares. The Performance Shares may not be assigned, transferred, pledged or hypothecated in any manner (otherwise than by will or the laws of descent or distribution) nor may the Participant enter into any transaction for the purpose of, or which has the effect of, reducing the market risk of holding the Performance Shares by using puts, calls or similar financial techniques. The Performance Shares subject to this Agreement may be settled during the lifetime of the Participant only with the Participant or the Participant's guardian or legal representative. Upon any attempt to transfer, assign, pledge, hypothecate, or otherwise dispose of the Performance Shares or any related rights to the Performance Shares that is contrary to the provisions of this Agreement or the Plan, or upon the levy of any attachment or similar process upon the Performance Shares or such rights, the Performance Shares and such rights shall immediately become null and void. The terms of this Agreement shall be binding upon the Successors of the Participant. 5. Stock Subject to the Performance Shares; Compliance with Law. The Company will not be required to issue or deliver any shares of Stock or any certificate or certificates for shares of Stock with respect to the Participant's Performance Shares until such shares have been listed (or authorized for listing upon official notice of issuance) upon each stock exchange on which outstanding shares of the same class are then listed and until the Company has taken such steps as may, in the opinion of counsel for the Company, be required by law and applicable regulations, including the rules and regulations of the Securities and Exchange Commission, and state securities laws and regulations, in connection with the issuance of such shares, and the listing of such shares on each such exchange. 6. Rights as Stockholder. The Participant or his/her Successors shall have no rights as stockholder with respect to any Performance Shares or underlying shares covered by this Agreement until the Participant or his/her Successors shall have become the beneficial owner of such shares on the Payment Date. 7. Dividend Equivalents. Upon the payment of earned Performance Shares as of the Payment Date, the Participant shall receive additional shares of Stock equal in value to the accrued dividend equivalents. The amount of dividend equivalents for each Performance Share earned shall equal the dividends paid on one share of Stock for each dividend whose record date occurs during the period between the Date of Grant and the Payment Date (in the aggregate rounded down to the nearest whole number). Such dividend equivalents (if any) shall be subject to the same terms and conditions, and shall be paid, or forfeited in the same manner and at the same time, as the Performance Shares to which the dividend equivalents were credited. 8. Adjustments Upon Changes in Capitalization; Change of Control. In the event of any change in corporate capitalization, corporate transaction, sale or other disposition of assets or similar corporate transaction or event involving the Company as described in Section 5.5 of the Plan, the Committee shall make equitable adjustment as it determines necessary and appropriate in the number and type of shares subject to this Agreement; provided, however, that no fractional share shall be issued upon subsequent settlement of the Performance Shares. No adjustment shall be made if such adjustment is prohibited by Section 5.5 of the Plan (relating to Section 409A of the Code). 9. Notices. Each notice relating to this Agreement shall be deemed to have been given on the date it is received. Each notice to the Company shall be addressed to its principal office in Eagle, Idaho, Attention: Compensation. Each notice to the Participant or any other person or persons entitled to shares issuable upon settlement of the Performance Shares shall be addressed to the Participant's address and may be in written or electronic form. Anyone to whom a notice may be given under this Agreement may designate a new address by giving notice to the effect. 10. Benefits of Agreement. This Agreement shall inure to the benefit of and be binding upon each successor of the Company. All obligations imposed upon the Participant and all rights granted to the Company under this Agreement shall be binding upon the Participant's Successors. This Agreement shall be the sole and exclusive source of any and all rights which the Participant or his/her Successors may have.



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9 in respect to the Plan or this Agreement. 11. No Right to Continued Employment. Nothing in this Agreement shall interfere with or affect the rights of the Company or the Participant under any employment agreement or confer upon the Participant any right to continued employment with the Company or a Subsidiary. 12. Resolution of Disputes. Any dispute or disagreement which should arise under or as a result of or in any way related to the interpretation, construction or application of this Agreement will be determined by the Committee. Any determination made hereunder shall be final, binding and conclusive for all purposes. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the state of Delaware. 13. Section 409A of the Code. To the extent applicable, this Agreement is intended to comply with Section 409A of the Code and any regulations or notices provided thereunder. This Agreement and the Plan shall be interpreted in a manner consistent with this intent. The Company reserves the unilateral right to amend this Agreement on written notice to the Participant in order to comply with Section 409A of the Code. The Company makes no representation that any or all of the payments described in this Agreement will be exempt from or comply with Section 409A of the Code and makes no undertaking to preclude Section

409A of the Code from applying to any such payment. None of the Company or any Subsidiary, or any of its or their contractors, agents and employees, nor the Board or any member of the Board, shall be liable for any consequences of any failure to follow the requirements of Section 409A of the Code or any guidance or regulations thereunder. 14. Clawback Policy and Stock Ownership Guidelines. Shares of Stock issued upon settlement of the Performance Shares shall be subject to any stock ownership guidelines of the Company applicable to the Participant. In addition to the clawback described in Section 18(c), the Participant hereby acknowledges and agrees that the Performance Shares and this Agreement (and any settlement of the Performance Shares) are subject to the terms and conditions of the Company's clawback policies as may be in effect from time to time (the "Compensation Recovery Policy"), and that relevant sections of this Agreement shall be deemed superseded by and subject to the terms and conditions of the Compensation Recovery Policy from and after the effective date thereof. Further, by receiving the Performance Shares, the Participant (a) consents to be bound by the terms of the Compensation Recovery Policy, as applicable, (b) agrees and acknowledges that the Participant is obligated to and will cooperate with, and will provide any and all assistance necessary to, the Company in any effort to recover or recoup any compensation or other amounts subject to clawback or recovery pursuant to the Compensation Recovery Policy and/or applicable laws, rules, regulations, stock exchange listing standards or other Company policy, and (c) agrees that the Company may enforce its rights under the Compensation Recovery Policy through any and all reasonable means permitted under applicable law as it deems necessary or desirable under the Compensation Recovery Policy. Such cooperation and assistance shall include (but is not limited to) executing, completing and submitting any documentation necessary, or consenting to Company action, to facilitate the recovery or recoupment by the Company from the Participant of any such compensation or other amounts, including from the Participant's accounts or from any other compensation, to the extent permissible under Section 409A of the Code. 15. Amendment. Any amendment to the Plan shall be deemed to be an amendment to this Agreement to the extent that the amendment is applicable hereto. 16. Severability. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, unenforceable or otherwise illegal, the remainder of this Agreement and the application of such provision to any other person or circumstances shall not be affected, and the provisions so held to be invalid, unenforceable or otherwise illegal shall be reformed to the extent (and only to the extent) necessary to make it enforceable, valid and legal. 17. Electronic Delivery. The Company may, in its sole discretion, deliver any documents related to the Performance Shares and the Participant's participation in the Plan, or future awards that may be granted under the Plan, by electronic means or request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company. 18. Restrictive Covenants. (a) Confidentiality. It is a condition to the Participant's receipt of the Performance Shares that the Participant execute and agree to the terms of the Company or a Subsidiary's current and applicable



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10 Confidentiality Agreement (the "Confidentiality Agreement"). By electronically accepting this Agreement, the Participant acknowledges that the Participant has either already entered into such Confidentiality Agreement with the Company or a Subsidiary as of the date of acceptance or will enter into such agreement within 30 days of the Participant's receipt of this grant of Performance Shares. If such execution is required and the Participant does not sign and return the Confidentiality Agreement as prompted by the Workday HR system within 30 days of the Participant's receipt of this grant of Performance Shares, this grant of Performance Shares and any rights to the Performance Shares will terminate and become null and void. The Participant further acknowledges that as consideration for the Participant's agreement to the terms of the Confidentiality Agreement, the Company is providing the Participant with the opportunity to participate in this grant of Performance Shares under the Plan and receive the Performance Shares evidenced by this Agreement. The Participant understands that this acknowledgment shall be deemed a part of the Confidentiality Agreement and is to be interpreted in a manner consistent with its terms. (b) Non-Competition and Non-Solicitation. By electronically accepting this Agreement, the Participant acknowledges that the Participant has received or will receive specialized training, trade secrets and confidential information from the Company and, in consideration thereof, agrees to the non-competition and non-solicitation provisions set forth in Exhibit B to this Agreement (the "Non-Competition and Non-Solicitation Obligations"). The Participant further acknowledges that as consideration for the Participant's agreement to the terms of the Non-Competition and Non-Solicitation Obligations, the Company is providing the Participant with the opportunity to participate in this grant of Performance Shares under the Plan and receive the Performance Shares evidenced by this Agreement. Notwithstanding the foregoing, if the Participant is a resident of the state of California, the Participant will not be bound by the Non-Competition and Non-Solicitation Obligations. (c) Violation of Restrictive Covenants. Notwithstanding anything herein to the contrary, if the Participant breaches the Confidentiality Agreement or, if applicable, any of the Non-Competition and Non-Solicitation Obligations, (i) the Participant shall forfeit all Performance Shares and related dividend equivalents evidenced by this Agreement, effective on the date on which the Participant first breached such agreement or obligation(s) and (ii) if such breach occurs within 1 year following (A) the Vesting Date or (B) to the extent Section 3(b) applies, the applicable settlement date, all shares of Stock issued or transferred to the Participant pursuant to this Agreement shall be returned by the Participant to the Company within 30 days after the Company has provided notice to the Participant of such breach and, if such shares of Stock have been sold by the Participant, an amount equal to the proceeds from such sale (determined without regard to any taxes paid) shall become due and payable by the Participant to the Company within 30 days after the Company has provided notice to the Participant of such breach. Notwithstanding the foregoing, the Committee, in its sole discretion, may waive the Participant obligations described in clause (i) and (ii) at any time if deemed to be in the best interests of the Company. The Participant acknowledges and agrees that it would be inequitable for the Participant to benefit from the Performance Shares should the Participant breach the Confidentiality Agreement or, if applicable, any of the Non-Competition and Non-Solicitation Obligations. (d) Remedies: Government Investigations: DTSA. The Participant acknowledges and agrees that the rights and remedies set forth in this Section 18 are in addition to and are not intended to limit any other rights or remedies the Company may have available to it, both during and at any time after the termination of the Participant's employment with the Company, including, without limitation, any rights or remedies the Company may have under the Confidentiality Agreement or other similar agreements. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement prevents the Participant from providing, without prior notice to the Company, information to governmental authorities regarding possible legal violations or otherwise testifying or participating in any investigation or proceeding by any governmental authorities regarding possible legal violations; and, for purpose of clarity, the Participant is not prohibited from providing information voluntarily to the Securities and Exchange Commission pursuant to Section 21F of the Act. Furthermore, the U.S. Defend Trade Secrets Act of 2016 ("DTSA") provides that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, the DTSA provides that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (x) files any document containing the trade secret under seal and (y) does not disclose the trade secret, except pursuant to court order.



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11 19. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to that state's conflict of laws rules. The Participant agrees that the state and federal courts located in the State of Delaware, without regard to or application or conflict of laws principles, will have jurisdiction in any action, suit or proceeding against the Participant on or arising out of this Agreement, and the Participant hereby: (a) submits to the personal jurisdiction of such courts; (b) consents to service of process in connection with any action, suit or proceeding against the Participant; and (c) waives any other requirement (whether imposed by statute, rule of court or otherwise) with respect to personal jurisdiction, venue or service of process. The Participant agrees that this Section 19 is necessary so that the Company has uniformity with respect to interpretation of this Agreement for all participants, no matter where they may reside. 20. Acknowledgements. The Participant acknowledges that Exhibit A to this Agreement includes restrictive covenants that could affect the Participant's ability to seek employment after the Participant's termination of employment with the Company. The Participant agrees that the Participant has had at least fourteen (14) days to review this Agreement before being required to execute it (through online acceptance). The Participant further acknowledges and understands that the Participant has the right to seek advice from counsel of Participant's choosing before accepting this Agreement.



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12 Exhibit B: Non-Competition and Non-Solicitation Provisions 1. Definitions. Unless otherwise defined, capitalized terms used in this Exhibit B shall have the meanings given to them in the Agreement or the Plan, as applicable. As used in this Exhibit B: (a) "Company" shall include all Subsidiaries of the Company; (b) "Competing Organization" is defined as any organization that researches, develops, manufactures, markets, distributes and/or sells one or more Competing Products/Services; (c) "Competing Products/Services" means any products, services or activities (including, without limitation, products, services or activities in the planning or development stage during the Non-Compete Period) that compete, directly or indirectly, in whole or in part, with one or more of the material products, services or activities (including, without limitation, products, services or activities in the planning or development stage during the Non-Compete Period) produced, provided, or engaged in by the Company or its affiliates at the time of the Participant's termination of employment with the Company and with which the Participant worked or about which the Participant obtained any trade secret or other Confidential and Proprietary Information at any time during the five (5) years immediately preceding the Participant's termination of employment with the Company. "Material products, services or activities" means the development, manufacture or production of packaged potato, sweet potato, appetizer and vegetable products for the retail, foodservice or institutional channels. If the products manufactured, sold or marketed by the Company are expanded at any time during the Participant's employment, such additional products will be deemed to be "material products, services or activities" for all purposes under this Agreement; (d) "Confidential and Proprietary Information" is defined as information and data of any kind, in any form, not generally available to the public, concerning any matters affecting or relating to the Company, including but not limited to: names, addresses, and any other characteristics identifying information or aspects of existing or potential Company customers, employees, vendors or suppliers; the business or operations of the Company and/or the financials, products, drawings, plans, processes; or other data of the Company not generally known or available outside of the Company. This definition also includes derivations of Confidential and Proprietary Information, including any information derived, summarized or extracted from any of the foregoing whether observed in writing, electronically, mechanically, and/or orally during the Participant's employment with the Company; (e) "Employee" (including its plural) means any person employed by the Company; (f) "Non-Compete Period" means the period from the date of the Agreement through the twelve- month period following the Participant's termination of employment with the Company for any reason; (g) "Prohibited Capacity" is defined as (i) any same or similar capacity to that the Participant held at any time during the last three years of employment with the Company prior to the date of the Participant's termination of employment from the Company; (h) any executive or managerial capacity; (a)

any marketing or sales capacity; or (iv) any capacity in which the Participant's knowledge of Confidential and Proprietary Information would render the Participant's assistance to a Competing Organization a competitive advantage. (h) Restricted Geographic Area" is defined as all countries, territories, parishes, municipalities and states in which the Company is doing business or is selling its products at the time of the Participant's termination of employment with the Company, including, but not limited to, every parish and municipality in the state of Louisiana.<sup>1</sup> The Participant acknowledges that <sup>1</sup> These Louisiana parishes currently include Acadia, Allen, Ascension, Assumption, Avoyelles, Beauregard, Bienville, Bossier, Caddo, Calcasieu, Caldwell, Cameron, Catahoula, Claiborne, Concordia, De Soto, East Baton Rouge, East Carroll, East Feliciana, Evangeline, Franklin, Grant, Iberia, Iberville,



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13 this geographic scope is reasonable given the Participant's position with the Company, the international scope of the Company's business, and the fact that the Participant could compete with the Company from anywhere the Company does business. (i) "Trade Secret" means information possessed by or developed for the Company, including, without limitation, any compilation of data, program, device, method, system, technique or process, where: (i) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, (ii) the information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances; or (iii) information that constitutes a "trade secret" under the Idaho Trade Secrets Act, IDAHO STAT. § 48-801(5) and/or under the DTSA. 2. Non-Competition. During the Non-Compete Period, the Participant agrees that he or she will not, within the Restricted Geographic Area, be employed by, work for, consult with, provide services to, or lend assistance to any Competing Organization in a Prohibited Capacity. 3. Non-Solicitation. The Participant recognizes and agrees that the Company has a legitimate business interest in restricting potential competitors from hiring Employees who possess or otherwise may have or had access to the Company's or any of its affiliates' Confidential and Proprietary Information or Trade Secrets. Therefore, the Participant agrees that during the Participant's employment with the Company and through the twelve-month period following the termination of the Participant's employment with the Company, the Participant shall not directly or indirectly through any other person or entity recruit, induce, or attempt to induce any Employee to terminate his or her employment with the Company or otherwise interfere in any way with the employment relationship between the Company and its Employees. This restriction includes, but is not limited to: (a) identifying Employees as potential candidates for employment by name, background or qualifications; (b) recruiting or soliciting Employees; and/or (c) participating in any pre-employment interviews with Employees. 4. California Residents. Notwithstanding anything in the Agreement or in this Exhibit B, if the Participant is a resident of the state of California, the non-competition and non-solicitation obligations described in this Exhibit B shall not apply. Jackson, Jefferson, Jefferson Davis, La Salle, Lafayette, Lafourche, Lincoln, Livingston, Madison, Morehouse, Natchitoches, Orleans, Ouachita, Plaquemines, Pointe Coupee, Rapides, Red River, Richland, Sabine, St. Bernard, St. Charles, St. Helena, St. James, St. John The Baptist, St. Landry, St. Martin, St. Mary, St. Tammany, Tangipahoa, Tensas, Terrebonne, Union, Vermillion, Vernon, Washington, Webster, West Baton Rouge, West Carroll, West Feliciana and Winn.

## Exhibit 31.1

### CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER

I, THOMAS P. WERNER, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended February 25, 2024 August 25, 2024 of Lamb Weston Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations, and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 4, 2024 October 2, 2024

/s/ THOMAS P. WERNER

THOMAS P. WERNER

President and Chief Executive Officer

(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION OF THE CHIEF FINANCIAL OFFICER

I, BERNADETTE M. MADARIETA, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended February 25, 2024 August 25, 2024 of Lamb Weston Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations, and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 4, 2024 October 2, 2024

/s/ BERNADETTE M. MADARIETA

BERNADETTE M. MADARIETA

Chief Financial Officer

(Principal Financial Officer)



## CERTIFICATION

## Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

I, THOMAS P. WERNER, President and Chief Executive Officer of Lamb Weston Holdings, Inc., certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to my knowledge that Lamb Weston Holdings, Inc.'s Quarterly Report on Form 10-Q for the quarter ended February 25, 2024 August 25, 2024 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and that the information contained in such Quarterly Report fairly presents, in all material respects, the financial condition and results of operations of Lamb Weston Holdings, Inc. as of and for the periods presented.

April 4, October 2, 2024

/s/ THOMAS P. WERNER

THOMAS P. WERNER

President and Chief Executive Officer  
(Principal Executive Officer)

A signed original of this written statement required by Section 906 has been provided to Lamb Weston Holdings, Inc. and will be retained by Lamb Weston Holdings, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

## CERTIFICATION

## Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

I, BERNADETTE M. MADARIETA, Chief Financial Officer of Lamb Weston Holdings, Inc., certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to my knowledge that Lamb Weston Holdings, Inc.'s Quarterly Report on Form 10-Q for the quarter ended February 25, 2024 August 25, 2024 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and that the information contained in such Quarterly Report fairly presents, in all material respects, the financial condition and results of operations of Lamb Weston Holdings, Inc. as of and for the periods presented.

April 4, October 2, 2024

/s/ BERNADETTE M. MADARIETA

BERNADETTE M. MADARIETA

Chief Financial Officer  
(Principal Financial Officer)

A signed original of this written statement required by Section 906 has been provided to Lamb Weston Holdings, Inc. and will be retained by Lamb Weston Holdings, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

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