

THIS NOTICE IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF HOLDERS. IF HOLDERS ARE IN ANY DOUBT AS TO THE ACTION THEY SHOULD TAKE, THEY SHOULD SEEK THEIR OWN FINANCIAL AND LEGAL ADVICE, INCLUDING IN RESPECT OF ANY TAX CONSEQUENCES, IMMEDIATELY FROM THEIR BROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER INDEPENDENT FINANCIAL, TAX OR LEGAL ADVISER.

OLAM INTERNATIONAL LIMITED

(incorporated in the Republic of Singapore with limited liability)

(Company registration number: 199504676H)

(the "**Issuer**")

NOTICE OF MEETING

to all holders of the outstanding

S\$600,000,000 4.000 per cent. Notes due 2026

(ISIN: SGXF63577419; Common Code: 222103746) (the "Notes")

NOTICE IS HEREBY GIVEN that a meeting (the "**Meeting**") of the holders of the outstanding Notes (the "**Holders**") convened by Olam International Limited (the "**Issuer**") will be held electronically on 9 February 2022 for the purpose of considering and, if thought fit, passing the relevant resolutions set out below in respect of the Proposal set out in the Exchange Offer and Consent Solicitation Memorandum (as defined below), which will be proposed as Extraordinary Resolutions (as defined in the Trust Deed (as defined below)) at the Meeting in accordance with the amended and restated trust deed made on 16 March 2018 (as it relates to the Notes, the "**Trust Deed**"), and between the Issuer and The Bank of New York Mellon, London Branch (the "**Trustee**") and setting out the Notes. The Meeting will commence at 5.10 p.m. (Singapore time) (or at the end of the prior meeting if later).

The Issuer is inviting Holders to approve the resolutions set out in the section "Extraordinary Resolution to be proposed at the Meeting" below by way of Extraordinary Resolution (as defined in the Trust Deed), and to consent to the relevant Proposal by participating in the Consent Solicitation, each as defined in and as further described in the Exchange Offer and Consent Solicitation Memorandum dated 18 January 2022 prepared by the Issuer (the "**Exchange Offer and Consent Solicitation Memorandum**").

Unless the context otherwise requires, capitalised terms used but not defined in this Notice of Meeting shall have the meaning given in the Exchange Offer and Consent Solicitation Memorandum, the Trust Deed or the Extraordinary Resolution, as applicable.

Background

The Exchange Offer and Consent Solicitation Memorandum relating to the Extraordinary Resolution and the solicitation of consents for the Proposal, a copy of which is being delivered to you or is available to you on request from the CDP Meeting Agent, explains the background to and gives reasons for, and gives full details of, the Proposal.

EXTRAORDINARY RESOLUTION TO BE PROPOSED AT THE MEETING

"THAT this Meeting of the holders (the "**Holders**") of the outstanding S\$600,000,000 4.000 per cent. Notes due 2026 (ISIN: SGXF63577419; Common Code: 222103746) (the "**Notes**") of Olam International Limited (the "**Issuer**"), constituted by the amended and restated trust deed made on 16 March 2018 (the "**Trust Deed**") made between the Issuer and the Trustee as trustee for, *inter alios*, the Holders by Extraordinary Resolution (as defined in the Trust Deed) hereby **RESOLVES** to:

1. sanction, approve, assent and agree to irrevocably waive:
 - (a) any and all Potential Events of Default or Events of Default that have arisen or may arise under the Trust Deed and/or the Conditions as a result of the execution, performance and/or consummation of each of, some of or all of the Proposed Transactions; and
 - (b) any and all Potential Events of Default or Events of Default that have arisen or may arise under Condition 10(c) of the Notes as a result of the 2022 SGD Notes, the 2023 USD Notes or any Series of the Private Notes becoming capable of being declared due and repayable as a result of the failure by the Issuer to obtain waivers substantially corresponding to paragraph 1(a) from the

holders of those securities, and the implementation of any, some or all of the Proposed Transactions;

2. declare that this Extraordinary Resolution shall be effective upon the passing of this Extraordinary Resolution;
3. irrevocably waive any claim that Holders may have against the Trustee arising as a result of any loss or damage which Holders may suffer as a result of the Trustee acting upon this Extraordinary Resolution and confirm that Holders further confirm that they will not seek to hold the Trustee liable for such loss or damage even though it may subsequently be found that there is a defect in this Extraordinary Resolution or that for any reason this Extraordinary Resolution is not valid or binding upon the Holders;
4. sanctions, approves, assents and agrees to every abrogation, amendment, modification, compromise or arrangement in respect of the rights of the Holders against the Issuer or against any of its property whether such rights shall arise under the Trust Deed or the Conditions or otherwise in or resulting from the waivers referred to in paragraph (1) above and the implementation of all, some or any of the Proposals and this Extraordinary Resolution;
5. discharge and exonerate the Trustee from all liability for which it may have become or may become responsible or liable under the Trust Deed or the Notes in respect of any act or omission in connection with all, some or any of the Proposals, its implementation or this Extraordinary Resolution;
6. acknowledge that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:

"**2022 SGD Notes**" means the S\$500,000,000 6.000 per cent. Notes due 2022 (ISIN: SG6X10986208);

"**2023 USD Notes**" means the US\$300,000,000 4.375 per cent. Notes due 2023 (ISIN: XS1575977365; Common Code: 157597736);

"**2026 SGD Notes**" means the S\$600,000,000 4.000 per cent. Notes due 2026 (ISIN: SGXF63577419; Common Code: 222103746);

"**CDP**" means The Central Depository (Pte) Limited;

"**Distribution Entitled Shareholders**" means the depositors who have OG Shares in their Securities Accounts maintained by the said depositors with CDP as at the Distribution Record Date;

"**Distribution Record Date**" means the date to be separately announced, fixed by the Issuer for the purpose of determining entitlements of the OG Shareholders in respect of the Proposed Distribution;

"**FCA**" means UK Financial Conduct Authority acting in its capacity as the competent authority under Part VI of FSMA;

"**FSMA**" means UK Financial Services and Markets Act 2000;

"**LSE**" means the London Stock Exchange;

"**New Issue**" means the issuance of new OFIGL Shares by OFIGL as part of the OFI IPO;

"**OFI Business**" means the Olam Food Ingredients business which is constituted by the Olam Group's global sourcing and ingredients and solutions reporting segments and its Cocoa, Coffee, Nuts, Spices and Dairy divisions;

"**OFI IPO**" means the primary listing of OFIGL in the UK, involving the admission of the OFIGL Shares to the premium segment of the FCA's Official List and to trading on the LSE's Main Market for listed securities, with a concurrent secondary listing on the Mainboard of the SGX-ST by way of introduction;

"**OFI Subsidiaries**" means the subsidiaries of the Issuer involved in the OFI Business;

"**OFIGL**" means OFI Group Limited;

"**OFIGL Shares**" means ordinary shares in the share capital of OFIGL;

"**OG**" means Olam Group Limited;

"**OG Share**" means ordinary share in the share capital of OG;

"**OG Shareholders**" means the shareholders of OG;

"**OGA**" means Olam Global Agri Pte. Ltd.;

"**OGA Business**" means the Olam Global Agri business comprising the Olam Group's Integrated Feed & Proteins, Edible Oils, Rice, Speciality Grains & Seeds, Cotton, Wood Products, Rubber and Commodity Financial Services divisions;

"**OGA Subsidiaries**" means the subsidiaries of the Issuer involved in the OGA Business;

"**OIL Business**" means the business of the Olam Group excluding the OFI Business and OGA Business, comprising (i) packaged foods, infrastructure and logistics, and Olam Palm Gabon and (ii) the businesses carried out by Olam Ventures Pte. Ltd. and OTBS;

"**OIL Subsidiaries**" means the subsidiaries of the Issuer involved in the OIL Business;

"**Olam Group**" means the Issuer and its subsidiaries;

"**OTBS**" means Olam Technology and Business Services Pte. Ltd.;

"**Private Notes**" means the JPY5,700,000,000 0.47 per cent. notes due 2022, the JPY6,000,000,000 0.9725 per cent. notes due 2022, the JPY8,000,000,000 0.9825 per cent. notes due 2022, the JPY7,000,000,000 2.050 per cent. notes due 2025, the JPY9,000,000,000 1.610 per cent. notes due 2026, the JPY5,500,000,000 1.403 per cent. notes due 2026, the US\$50,000,000 3.65 per cent. notes due 2022 and the US\$100,000,000 3.25 per cent. notes due 2026 issued under the Programme;

"**Proposed Capital Reduction of OG**" means the proposed capital reduction exercise to be undertaken by OG under Section 78G of the Companies Act 1967 of Singapore to effect the Proposed Demerger;

"**Proposed Demerger**" means the proposed demerger of the OFI business via the Proposed Capital Reduction of OG, by which OG will carry out the Proposed Distribution;

"**Proposed Dilution**" means the proposed dilution of OG's interest in OFIGL as a result of the New Issue immediately prior to the Proposed Distribution;

"**Proposed Disposal**" means the proposed sale by OG of a certain number of OFIGL Shares in conjunction with the OFI IPO;

"**Proposed Distribution**" means the proposed distribution of all Remaining OFIGL Shares to the Distribution Entitled Shareholders;

"**Proposed Dividend in Specie**" means the proposed dividend in specie to be undertaken by the Issuer, upon the completion of the Proposed Restructuring, of its rights, interests and benefits in and to some or all of the P-Notes it holds to OFIGL;

"**Proposed Restructuring**" means the proposed restructuring of the Olam Group involving, *inter alia*, OG's allotment and issuance to the Shareholders of OG Shares, credited as fully paid, on the basis of one (1) new OG Share for every one (1) Share held by each Shareholder as at the Scheme Record Date, in consideration of the transfer of all of the Shares held by the Shareholders to OFIGL (in consideration of which OFIGL will issue OFIGL Shares to OG), which will result in the Shareholders holding all of the OG Shares, and the Issuer becoming a wholly-owned subsidiary of OG indirectly through OFIGL;

"**Proposed Transactions**" means the Proposed Restructuring, Proposed Dividend in Specie, Proposed Disposal, Proposed Dilution and Proposed Demerger;

"**P-Notes**" means promissory notes, the benefit of which the Issuer has received from various OGA Subsidiaries in connection with and as part of the intra-group consideration for the implementation of the Separation;

"Remaining OFIGL Shares" means the remaining OFIGL Shares held by OG after the Proposed Disposal;

"Securities Account" means a securities account maintained by a depositor with CDP (but does not include a securities sub-account maintained with a depository agent);

"Separation" means the process of carving out and separating the OFI Subsidiaries, OGA Subsidiaries and OIL Subsidiaries into three (3) corporate groups;

"Scheme" means the scheme of arrangement proposed by the Issuer to the Shareholders under Section 210 of the Companies Act 1967 of Singapore, to effect the Proposed Restructuring;

"Scheme Record Date" means the date fixed by the Issuer for the purpose of determining entitlements of the Shareholders in respect of the Scheme;

"SGX-ST" means Singapore Exchange Securities Trading Limited;

"Share" means an ordinary share in the capital of the Issuer;

"Shareholder" means the shareholders of the Issuer; and

"UK" means the United Kingdom."

CONSENT FEES

The Issuer will pay to each Holder from whom a valid Voting Instruction in favour of the Extraordinary Resolution is received by the CDP Meeting Agent:

- (a) by 5.00 p.m. (Singapore time) on 31 January 2022 (the "**Early Consent Deadline**"), an amount equal to 0.500 per cent. of the aggregate principal amount of the Notes that are the subject of such Voting Instruction (the "**Early Consent Fee**"); or
- (b) after the Early Consent Deadline but by 5.00 p.m. (Singapore time) on 7 February 2022 (the "**Expiration Time**"), an amount equal to 0.250 per cent. of the aggregate principal amount of the Notes that are the subject of such Voting Instruction (the "**Expiration Time Consent Fee**"),

subject to (i) such Voting Instruction being in favour of the Extraordinary Resolution and not being validly revoked (in the limited circumstances in which such revocation is permitted), (ii) the Extraordinary Resolution being duly passed, (iii) a copy of the Scheme Court Order being lodged with the Registrar of Companies, (iv) each such Holder duly completing and returning to the CDP Meeting Agent the Proxy Form on or prior to the Expiration Time and providing complete details of a valid account with a bank in Singapore to which the Early Consent Fee or, as the case may be, the Expiration Time Consent Fee should be credited and (v) the Issuer not having previously terminated the Consent Solicitation in accordance with the provisions for such termination set out in the Exchange Offer and Consent Solicitation Memorandum, all as more fully described in the Exchange Offer and Consent Solicitation Memorandum.

It is a term of the Consent Solicitation that Voting Instructions in favour of the Extraordinary Resolution shall be irrevocable (save in certain limited circumstances described in the Exchange Offer and Consent Solicitation Memorandum).

Holders who have not delivered or arranged for the delivery of a Voting Instruction on the Extraordinary Resolution as provided above but who wish to participate personally in the Meeting *via* the Electronic Meeting Platform or to make other arrangements to be represented or to vote at such Meeting may do so in accordance with the voting and quorum procedures set out in this Notice of Meeting and the provisions for meeting of Holders set out in Schedule 3 to the Trust Deed. However, such Holders will not be eligible to receive any Consent Fee. Only Holders who deliver, or arrange to have delivered on their behalf, (and do not revoke) valid Voting Instructions in favour of both of the Extraordinary Resolution by the Early Consent Deadline or after the Early Consent Deadline but by the Expiration Time will be eligible to receive the Early Consent Fee or the Expiration Time Consent Fee, respectively.

GENERAL

Holders may, at any time from 18 January 2022 between 9.00 a.m. to 5.00 p.m. (Singapore time) from Mondays to Fridays (excluding public holidays) up to 3.00 p.m. (Singapore time) on 7 February 2022 inspect copies of the Trust Deed at the office of Tricor Singapore Pte. Ltd. (trading as Tricor Barbinder Share Registration Services), in its capacity as CDP Meeting Agent, at 80 Robinson Road, #11-02, Singapore 068898. Holders are required to make an appointment with the CDP Meeting Agent prior to making any inspection.

Copies of the Exchange Offer and Consent Solicitation Memorandum, the Proxy Form and Earmarking Instruction Letter will be mailed to the Direct Participants with an address in Singapore. The forms of the Proxy Form and the Earmarking Instruction Letter are appended to the Exchange Offer and Consent Solicitation Memorandum. In addition, Holders may collect copies of the Exchange Offer and Consent Solicitation Memorandum, Proxy Form and Earmarking Instruction Letter from the office of Tricor Singapore Pte. Ltd. (trading as Tricor Barbinder Share Registration Services), in its capacity as CDP Meeting Agent, at 80 Robinson Road, #11-02, Singapore 068898 (the "**Meeting Agent Office**") from 18 January 2022, at any time between 9.00 a.m. to 5.00 p.m. (Singapore time) from Mondays to Fridays (excluding public holidays) up to 3.00 p.m. (Singapore time) on 7 February 2022. Holders are required to make an appointment with the CDP Meeting Agent prior to making any collection.

The attention of Holders is particularly drawn to the procedures for voting, quorum and other requirements for the passing of the Extraordinary Resolution at the Meeting or any meeting held following any adjournment of such Meeting, which are set out in paragraph 3 of "Voting and Quorum" below. Having regard to such requirements, Holders are strongly urged either to attend the Meeting or to take steps to be represented at such Meeting (including by way of submitting Voting Instructions in favour of the Extraordinary Resolution) as soon as possible.

Due to the ongoing COVID-19 pandemic, in lieu of a physical meeting, the Meeting will be conducted electronically *via* the tele-/video-conferencing application Zoom (the "**Electronic Meeting Platform**") and, pursuant to the Trust Deed, the Issuer has requested that the Trustee prescribe further regulations regarding the holding of the Meeting *via* the Electronic Meeting Platform. The Electronic Meeting Platform can be accessed on a computer or mobile device using iOS or Android operating systems, and is available for free download at <https://zoom.us/download> (for computers) and from the App Store (for iOS devices) or from the Google Play Store (for Android devices). Holders who wish to participate in the Meeting *via* the Electronic Meeting Platform must ensure that they have access to a computer or mobile device using the iOS or Android operating systems, and fast and reliable internet connection. It is recommended that a computer be used during the Meeting.

Holders who wish to participate personally in the Meeting via the Electronic Meeting Platform must pre-register and submit an Earmarking Instruction Letter by the Expiration Time by providing, *inter alia*, their names, scanned copies of their passports or Singapore identity cards and email addresses to the CDP Meeting Agent for the purposes of accessing the Electronic Meeting Platform in relation to such Meeting. Such Holders will receive further instructions by email (including a web-link for access to the Meeting via the Electronic Meeting Platform) prior to such Meeting. Holders who do not pre-register and submit an Earmarking Instruction Letter by the above-mentioned time will not receive the instructions necessary to access the Meeting and therefore will not be able to access such Meeting. On the day of the Meeting, the Issuer may subject Holders to identity verification checks prior to allowing them access to the Meeting via the Electronic Meeting Platform. To allow for such identity verification checks, Holders will be required to enable video-conferencing on the Electronic Meeting Platform with a working video capturing device. Only Holders who are Direct Participants may participate in the Meeting via the Electronic Meeting Platform.

Prior to the Meeting, Holders or proxies participating in such Meeting *via* the Electronic Meeting Platform should:

- (a) download the Zoom application from:
 - (i) <https://zoom.us/download> (for computers);
 - (ii) the App Store (for iOS devices); or
 - (iii) the Google Play Store (for Android devices);
- (b) create a Zoom account at <https://zoom.us/signup>, if they do not have a Zoom account yet; and
- (c) ensure that the email address used to create the Zoom account is the same email address provided to the Issuer for purposes of accessing the Electronic Meeting Platform in relation to such Meeting, so as to

assist the verification of the identity of the Holder or proxy attending such Meeting *via* the Electronic Meeting Platform. Generally, the system requirements for Zoom are:

- (i) internet connection (broadband, wired or wireless (3G or 4G/LTE));
- (ii) speakers and a microphone (built-in, USB plug-in or Bluetooth); and
- (iii) a webcam (built-in or USB plug-in) or a HD cam or HD camcorder with video capture card.

The detailed system requirements can be found at <https://support.zoom.us/hc/en-us/articles/201362023-Zoom-system-requirements-Windows-macOS-Linux>. Holders or proxies who have technical questions regarding the Electronic Meeting Platform may visit the Zoom technical support page at <https://support.zoom.us/hc/en-us>.

Persons into whose possession the Exchange Offer and Consent Solicitation Memorandum comes are required by the Issuer, OG, the Dealer Managers, the Trustee and the CDP Meeting Agent to inform themselves about, and to observe, any and all applicable restrictions in connection with the Exchange Offer and Consent Solicitation or acceptance of the Proposal. The Exchange Offer and Consent Solicitation Memorandum does not constitute a solicitation in any circumstances in which such solicitation is unlawful. None of the Issuer, OG, the Dealer Managers, the Trustee, or the CDP Meeting Agent will incur any liability for its own failure or the failure of any other person or persons to comply with the provisions of any such restrictions.

In order to avoid any violation of laws applicable in countries other than Singapore, the Exchange Offer and Consent Solicitation Memorandum has not been and will not be mailed to the Holders who do not have an address in Singapore ("**Foreign Holders**"). Foreign Holders who wish to obtain a copy of the Exchange Offer and Consent Solicitation Memorandum should provide in writing an address in Singapore to the CDP Meeting Agent not later than five days before the Expiration Time.

TRUSTEE

In accordance with its normal practice, the Trustee expresses no opinion as to the merits of the Proposal or the Extraordinary Resolution but the Trustee has authorised it to be stated that, on the basis of the information as set out in the Exchange Offer and Consent Solicitation Memorandum (which it recommends Holders to read carefully) and in this Notice of Meeting, it has no objection to the Proposal and the Extraordinary Resolution being put to Holders for their consideration. The Trustee has not investigated, analysed or verified the contents, objectives or any other aspect of the Proposal. The Trustee has not been involved in formulating or negotiating the Proposal and makes no representation that all relevant information has been disclosed to the Holders pursuant to the Exchange Offer and Consent Solicitation Memorandum and this Notice of Meeting. Accordingly, Holders who are unsure of the impact of the Proposal and the Extraordinary Resolution should seek their own financial, tax, accounting and legal advice.

VOTING AND QUORUM

Holders who have submitted and not subsequently validly revoked (in the limited circumstances in which revocation is permitted) a valid Voting Instruction in respect of the relevant Extraordinary Resolution, by which they will have given instructions for the appointment of one or more representatives of the CDP Meeting Agent by the CDP Meeting Agent as their proxy to vote in respect of the Extraordinary Resolution at the Meeting (or any such adjourned Meeting), need take no further action to be represented at the Meeting (or any such adjourned Meeting).

Holders who have not submitted or have submitted and subsequently validly revoked (in the limited circumstances in which such revocation is permitted) a Voting Instruction in respect of the relevant Extraordinary Resolution should take note of the provisions set out below detailing how such Holders can attend or take steps to be represented at the Meeting (references to which, for the purpose of such provisions, include, unless the context otherwise requires, any such adjourned Meeting).

1. **Voting Procedures**

The relevant provisions governing the convening and holding of the Meeting are set out in Schedule 3 to the Trust Deed, copies of which are available for inspection as referred to above. To be eligible to participate in or vote at the Meeting either in person or by proxy, Holders should complete and sign a Proxy Form or an Earmarking Instruction Letter to instruct the CDP Meeting Agent to either comply with

a Voting Instruction or instruct CDP to earmark his Notes for purposes of participating in the Meeting. Such Proxy Form or Earmarking Instruction Letter must be submitted to the CDP Meeting Agent by email or by delivery to the Meeting Agent Office by the Expiration Time.

In the case of Holders who are individuals, copies of such Holder's passport or identity card will have to be submitted to the CDP Meeting Agent together with a Proxy Form or an Earmarking Instruction Letter.

Holders should note that the latest time and date for issuing, amending or revoking a Voting Instruction or submitting an Earmarking Instruction Letter (the "**Expiration Time**") is 5.00 p.m. (Singapore time) on 7 February 2022.

Holders who take the action described below and in the Exchange Offer and Consent Solicitation Memorandum on or prior to the Expiration Time need take no further action in relation to voting at the Meeting in respect of the Extraordinary Resolution.

- (a) A Holder who has not submitted or delivered or arranged for the submission or delivery of Voting Instructions to the CDP Meeting Agent and wishes to participate in and vote at the Meeting via the Electronic Meeting Platform must submit an Earmarking Instruction Letter.
- (b) Each Holders is to note that upon the delivery of the validly completed Proxy Form or Earmarking Instruction Letter to the CDP Meeting Agent, the CDP Meeting Agent will proceed to request CDP to earmark the direct securities account or securities sub-account in which his Notes are credited or transfer the Notes to a suspense account and Notes so earmarked or transferred will not be released until the earliest of:
 - (A) in respect of Voting Instructions or by way of submission of a Earmarking Instruction Letter, not less than 48 hours before the time for which the Meeting is convened, the notification in writing of any revocation of a Holder's previous instructions to the CDP Meeting Agent and the same then being notified in writing by the CDP Meeting Agent to the Issuer at its specified office (or such other place as may have been specified by the Issuer for the purpose) or to the chairman of the Meeting, in each case, at least 24 hours before the time appointed for holding the Meeting and such Notes ceasing in accordance with the procedures of CDP and with the agreement of the CDP Meeting Agent to be held to its order;
 - (B) (in the case of Holders who have delivered valid Voting Instructions voted in favour of the Extraordinary Resolution and such Voting Instructions have not been validly revoked and the Extraordinary Resolution has been duly passed) the time of the payment of the Consent Fee to such Holders or (in all other cases, including in the case where the Notes are held by the Holders who have voted against the Extraordinary Resolution and such votes have not been validly revoked) the conclusion of the Meeting (or, if applicable, any adjournment of the Meeting); and
 - (C) the termination of the Consent Solicitation.(the "**Blocking Period**").

In the event that CDP is unable to earmark the relevant Notes as declared by a Holder to be its holdings of the Notes in its Proxy Form or Earmarking Instruction Letter (for example, the name of the Holder or the total principal amount of its Notes does not tally with the book entry records of CDP), then any such Voting Instructions given by such Holder to the CDP Meeting Agent shall not be valid.

During the Blocking Period, the Notes which are the subject of the Proxy Form or the Earmarking Instruction Letter may not be traded or transferred. Notwithstanding anything contained herein, Holders should note that the relevant Notes will be earmarked or transferred by CDP in accordance with its procedures and subject to its timings. Similarly, Notes so earmarked or transferred will also be released by CDP in accordance with its procedures and subject to its timings.

Any Voting Instructions given may not be revoked or amended except in the limited circumstances set out in the Exchange Offer and Consent Solicitation Memorandum.

2. **Quorum and Adjournment**

The meeting provisions in the Trust Deed require the proposals tabled in the Extraordinary Resolution to be subject to the quorum provisions in paragraphs 18 to 21 of Schedule 3 to the Trust Deed. Therefore the quorum required at the Meeting for passing of the Extraordinary Resolution shall be two or more persons present and holding or representing in the aggregate more than 50 per cent. of the principal amount of the Notes for the time being outstanding, wherein a single person appointed in relation to the Global Certificate representing the Notes or being the holder of the Notes represented thereby shall be deemed to be two persons for the purpose of forming a quorum. No business (other than the choosing of a Chairman) shall be transacted unless the requisite quorum is present at the commencement of business.

If a quorum is not present within 15 minutes after the time appointed for the Meeting, the Meeting shall stand adjourned for such period, being not less than 14 days nor more than 42 days, and to such place as may be appointed by the Chairman either at or subsequent to the Meeting. At least 10 days' notice of such adjourned Meeting (exclusive of the day on which the notice is given and the day on which the Meeting is to be held) shall be given in the same manner as for the original Meeting and such notice shall state the required quorum at such adjourned Meeting.

The quorum for any adjourned Meeting shall be two or more persons present and holding or representing Holders whatever the principal amount of the Notes held or represented and for the time being outstanding.

Voting Instructions given and Proxy Forms submitted in respect of the Meeting (unless validly revoked in the limited circumstances set out in the Exchange Offer and Consent Solicitation Memorandum) shall remain valid for such adjourned Meeting.

3. **Voting**

Each question submitted to the Meeting will be decided by a show of hands unless a poll is (before, or on the declaration of the result of, the show of hands) demanded by the chairman of the Meeting, the Issuer, the Trustee or one or more persons representing not less than two per cent. in principal amount of the Notes for the time being outstanding.

Unless a poll is demanded, a declaration by the chairman of the Meeting that a resolution has or has not been passed shall be conclusive evidence of the fact without proof of the number or proportion of the votes cast in favour of or against it.

If a poll is demanded, it shall be taken in such manner and (subject as provided in Schedule 3 to the Trust Deed) either at once or after such adjournment as the chairman of the Meeting directs. The result of the poll shall be deemed to be the resolution of the meeting at which it was demanded as at the date it was taken. A demand for a poll shall not prevent the Meeting continuing for the transaction of business other than the question on which it has been demanded.

A poll demanded on the election of the chairman of the Meeting or on a question of adjournment shall be taken at once.

On a show of hands every person who is present shall have one vote. On a poll every such person has one vote in respect of \$1 in principal amount of the Notes so produced or represented by the voting certificate so produced or for which he is a proxy. Without prejudice to the obligations of proxies, a person entitled to more than one vote need not use them all or cast them all in the same way.

In case of equality of votes, the chairman of the Meeting shall both on a show of hands and on a poll have a casting vote in addition to any other votes which he may have.

4. **Extraordinary Resolution**

The Extraordinary Resolution proposed at the Meeting would need to be passed by a majority of at least 75 per cent. of the votes cast at the Meeting for which the necessary quorum is two or more persons present in person holding or representing more than 50 per cent., or at an adjourned Meeting, whatever the principal amount of the Notes held or represented. In particular, it should be noted that paragraph 28 of Schedule 3 to the Trust Deed provides that an Extraordinary Resolution of the Holders shall be binding on all Holders, whether or not present at the Meeting, and each of the Holders shall be bound to give

effect to it accordingly. The passing of such resolution shall be conclusive evidence that the circumstances justify its being passed.

5. **Notice of Results**

Notice of the results of the voting on the Extraordinary Resolution shall be published in accordance with Condition 16 of the Notes by the Issuer within 14 days of such result being known, **provided that** the non-publication of such notice shall not invalidate such result.

6. **Tax Note**

Certain tax-related disclosures are set out in the Exchange Offer and Consent Solicitation Memorandum.

7. **Governing Law**

This Notice of Meeting, and any non-contractual obligations arising out of or in connection with it, shall be governed by, and construed in accordance with, English law.

This Notice of Meeting is given by Olam International Limited.

Holders should contact the following for further information:

The Dealer Managers

The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch
10 Marina Boulevard
#45-01 Marina Bay Financial Centre Tower 2
Singapore 018983

Telephone: +65 9170 5738 / +852 3941 0223
Email: liability.management@hsbcib.com

Standard Chartered Bank (Singapore) Limited
8 Marina Boulevard, Level 20
Marina Bay Financial Centre
Singapore 018981

Telephone: +65 6596 9645
Email: DCM.Singapore@sc.com

The CDP Meeting Agent

Tricor Singapore Pte. Ltd. (Trading As Tricor Barbinder Share Registration Services)
80 Robinson Road
#11-02
Singapore 068898

Tel: +65 6236 3550/3555
Email: is.corporateactions@sg.tricorglobal.com

The Trustee

The Bank of New York Mellon, London Branch
One Canada Square
London E14 5AL
United Kingdom

Dated: 18 January 2022