CONSENT SOLICITATION

NOTICE OF PROCEDURE IN WRITING AND TENDER OFFER

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NOTICE OF PROCEDURE IN WRITING AND TENDER OFFER – REQUEST TO AMEND THE TERMS AND CONDITIONS OF THE NOTES

HKFoods Plc (the "Company")

EUR 90,000,000 senior unsecured fixed rate notes (ISIN: FI4000490990)
(the "Notes")

IMPORTANT NOTICE

In certain jurisdictions distribution of this notice may be subject to restrictions imposed by law (such as registration of the relevant offering documents, admission, qualification and other regulations). In particular, neither the Notes, any other securities referenced in this notice, nor any consents solicited in connection with this notice, have been registered or will be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or the securities laws of any state of the United States and neither the Notes nor any other security referenced in this notice may be offered or sold in (and no consents are being solicited from) the United States except pursuant to an applicable exemption from registration under the Securities Act.

This notice is not, and does not constitute, an offer, solicitation, or sale of securities in the United States or any other jurisdiction in which such offering, solicitation or sale would be unlawful. This notice must not be forwarded, distributed or sent, directly or indirectly, in or into, or to any person located or resident in, the United States, Canada, New Zealand, Australia, Japan, Hong Kong, Singapore, South Africa or any other jurisdiction where such distribution would be prohibited or restricted by any applicable law. Failure to comply with the foregoing limitation may result in a violation of the Securities Act or other applicable securities laws.

This notice of Procedure in Writing and Tender Offer has been published on 31 May 2024. If you are holding Notes on behalf of someone else on a book-entry account, please forward this notice to the Noteholder you represent as soon as possible. For further information, please see below under Section 5.3 (*Voting rights and authorisation*).	
<u>Key information:</u>	
Record Time for being eligible to vote:	5.00 p.m. (Finnish time), 30 May 2024
Final Voting Deadline:	4:00 p.m. (Finnish time), 10 June 2024
Effective Date:	Date on which the Noteholders' Approval Condition is fulfilled and other conditions set out in Clause 4 (*Approval and Effective Time*) have been met.
Quorum requirement:	At least fifty (50) per cent of the principal amount of the Notes outstanding.
Majority requirement:	More than fifty (50) per cent of the votes cast.

The Company hereby initiates a procedure in writing (the "**Procedure in Writing**"), whereby the direct holders of the Notes registered on a Book-Entry Account or nominee with in respect of the Notes (the "**Noteholders**") can vote for or against the Proposal (as defined in Section 2 (*Proposal*) below) (the "**Consent Solicitation**"). Concurrently with the Consent Solicitation, the Company also invites all Noteholders to tender their Notes for purchase by the Company for a cash consideration (the "**Tender Offer**").

Danske Bank A/S and OP Corporate Bank plc act as solicitation agents (the "**Solicitation Agents**") as dealer managers (the "**Dealer Managers**") and OP Corporate Bank plc as tabulation agent (the "**Tabulation Agent**") and as tender agent (the "**Tender Agent**") for the Company in the Consent Solicitation and the Tender Offer, as applicable.

The Consent Solicitation and the Tender Offer are made on the terms of, and subject to the conditions and restrictions set out in, a tender offer and consent solicitation memorandum dated 31 May 2024 (the "**Tender Offer and Consent Solicitation Memorandum**"). The Tender Offer and Consent Solicitation Memorandum describes the terms of the Consent Solicitation and the Tender Offer; sets out important restrictions with respect to whom the Consent Solicitation and the Tender Offer are made and who can participate in the Consent Solicitation and/or the Tender Offer; and contains other important information on the Consent Solicitation and the Tender Offer.

Any person who wishes to participate in the Consent Solicitation and/or the Tender Offer shall carefully read this Notice and the Tender Offer and Consent Solicitation Memorandum, and before making any decisions in respect of the Proposal, the Consent Solicitation and/or the Tender Offer, carefully consider all of the information contained in this notice (the "**Notice**") and the Tender Offer and Consent Solicitation Memorandum.

All capitalised terms used herein and not otherwise defined in this Notice and/or elsewhere in the Tender Offer and Consent Solicitation Memorandum shall have the meanings assigned to them in the terms and conditions of the Notes (the "**Terms and Conditions**").

Noteholders participate by completing and sending:

(a) in case of a Noteholder <u>tendering</u> its Notes in the Tender Offer and consequently participating in the Consent Solicitation, the form attached hereto as Schedule 1, (the "**Voting and Tender Offer Form**"); and

(b) in case of a Noteholder <u>not tendering</u> its Notes <u>but</u> participating in the Consent Solicitation, the form attached hereto as Schedule 2 (the "**Voting Form**"),

and, if applicable, the power of attorney, attached hereto as Schedule 3 (the "**Power of Attorney**") or other sufficient evidence, if the Notes are held in custody other than by Euroclear Finland Oy ("**Euroclear**"), to the Tender Agent and the Tabulation Agent (as applicable). Please contact the securities firm through which you hold your Notes if you do not know how your Notes are registered or if you need authorisation or other assistance to participate.

The Tender Agent and the Tabulation Agent (as applicable) must receive duly completed Voting and Tender Offer Forms no later than 4 p.m. (Finnish time) on 7 June 2024 and Voting Forms that do not participate in the Tender Offer no later than 4 p.m. (Finnish time) on 10 June 2024 (the "**Final Voting Deadline**") by e-mail to the Tender Agent and the Tabulation Agent (as applicable) using the contact details set out in Section 5.7 (*Address for sending replies*) below. Votes received thereafter may be disregarded. Votes given and the submission of Voting and Tender Offer Forms and Voting Forms will be irrevocable on receipt of the relevant Voting and Tender Offer Form and Voting Form by the Tender Agent and the Tabulation Agent, unless otherwise required by law of mandatory application.

To be eligible to participate in the Procedure in Writing a person must be registered as Noteholder on the fifth (5^{th}) Business Day prior to the last day for replies in the Procedure in Writing, i.e., at 5.00 p.m. (Finnish time) on 30 May 2024 , on the list of Noteholders maintained by Euroclear as a directly registered owner (in Finnish: *omistaja*) or nominee (in Finnish: *hallintarekisteröinnin hoitaja*), and hold any of the principal amount of the Notes on the last day for replies in the Procedure in Writing.

A Noteholder who validly tenders its Notes pursuant to the Tender Offer will be deemed to have delivered a consent to the Proposal with respect to such validly tendered Notes, subject to the terms and conditions set forth in the Tender Offer and Consent Solicitation Memorandum. In the event the Noteholder does not tender the entire nominal amount of the Notes held by the Noteholder for purchase in the Tender Offer, the Noteholder may participate in the Procedure in Writing and vote for the Proposal also with those Notes not tendered for purchase in the Tender Offer by opting for supplementary voting in the Voting and Tender Offer Form. (If no such selection is made, no vote is deemed to have been cast in the Procedure in Writing for the Notes not tendered for purchase in the Tender Offer.)

A Noteholder may not tender Notes without delivering a Voting and Tender Offer Form in favour of the Proposal. However, a Noteholder may participate in the Consent Solicitation without tendering its Notes for purchase in the Tender Offer by delivering a Voting Form in favour or against of the Proposal.

A Noteholder that wishes to participate in the Consent Solicitation must submit a Voting and Tender Offer Form or a Voting Form pursuant to the terms of the Tender Offer and Consent Solicitation Memorandum.

1. Background and rationale of the Consent Solicitation

On the date of this Notice, the Company has announced its intention to issue new euro-denominated senior secured floating rate notes (the "**New Notes**"). It is contemplated that the New Notes will be secured by a common transaction security package comprising, among other things, shares and related rights of a shareholder (to the extent able to be pledged under Finnish law) in HKScan Finland Oy (to be renamed HKFoods Finland Oy) (the "**Finnish Subsidiary**"), and intra-Group receivables owned to the Company by the Finnish Subsidiary and certain loan receivables of the Issuer from LSO Osuuskunta, real estate mortgages over certain Finnish real properties held by the Company and the Finnish Subsidiary, certain trademarks of the Finnish Subsidiary, and business mortgages over the movable assets of the Company and the Finnish Subsidiary (jointly, the "**Common Transaction Security**"), to be held by a common security agent (the "**Common Security Agent**") as an agent and representative of the holders of the New Notes and certain other common secured parties.

The Company intends to use all or part of the proceeds received from the New Notes to fund the purchase of the Notes accepted for purchase by the Company in the Tender Offer. The purpose of the Tender Offer in conjunction with the issuance of the New Notes is to proactively manage upcoming debt redemptions, strengthen the Company's balance sheet and to extend the average debt maturity profile for the Company. The Notes purchased by the Company pursuant to the Tender Offer will be cancelled and will not be re-issued or re-sold. The Notes which have not been validly submitted and accepted for purchase and cancelled pursuant to the Tender Offer will remain outstanding.

In order to enable the issuance of the New Notes and the granting of the Common Transaction Security, the Company hereby invites the holders of the Notes to participate in the Procedure in Writing in accordance with Clause 15 (*Noteholders' Meeting and Procedure in Writing*) of the Terms and Conditions, subject to the terms of, and restrictions set out in, the Tender Offer and Consent Solicitation Memorandum. The purpose of the Procedure in Writing is for the noteholders to consider and, if thought fit, to amend the Terms and Conditions as per the Proposal as defined and set out in Section 2 (*Proposal*) below.

2. Proposal

The Noteholders are hereby requested to consent to the proposal set out in this Section 2.

Pursuant to Clause 9 (*Negative Pledge*) of the Terms and Conditions of the Notes the Company shall not (and the Company shall ensure that no other member of the Group will) create or permit to exist any Security over any of its assets, unless such security interest is arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group, or unless prior to or simultaneously therewith the Company's obligations under the Notes either (a) are secured equally and rateable therewith or (b) have the benefit of such other security interest or other arrangement (whether or not it includes the granting of a security interest) as shall be approved by a resolution of the Noteholders (as referred to in Clause 15 (*Noteholders' Meeting and Procedure in Writing*)) of the Terms and Conditions.

In order to issue the New Notes and to establish the related secured financing arrangements (including the grating of the Common Transaction Security), the Company initiates a Procedure in Writing to propose that the Noteholders resolve to amend Clause 9 (*Negative Pledge*) (by removing the negative pledge undertaking included in such clause and amending the header of such clause) and paragraph (b) of Clause 13 (*Events of Default*) (by removing the previous references to the negative pledge clause) of the Terms and Conditions of the Notes to read in their entirety as follows (where insertions compared to the current provisions are shown in underlined text in blue and deletions in ~~strikethrough text in red~~) (the "**Proposal**"):

"**9.** ~~Negative Pledge~~ **Certain definitions**

~~For so long as any of the Notes remain outstanding, the Issuer shall not (and the Issuer shall ensure that no other member of the Group will) create or permit to exist any Security (as defined below) over any of its assets, unless such security interest is arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group, or unless prior to or simultaneously therewith the Issuer's obligations under the Notes either (a) are secured equally and rateable therewith or (b) have the benefit of such other security interest or other arrangement (whether or not it includes the granting of a security interest) as shall be approved by a resolution of the Noteholders (as referred to in Clause 15 (*Noteholders' Meeting and Procedure in Writing*)).~~

~~The above mentioned does not apply to any Security securing the Indebtedness of the Issuer, any other member of the Group, an associated company or a third party, the outstanding principal amount of which does not exceed, when taken together, ten (10) per cent of the total consolidated assets of the Group.~~

For the purposes of these Terms and Conditions:

"**Group**" and "**subsidiaries**" mean the Issuer and its subsidiaries from time to time within the meaning of Chapter 1, Section 6 of the Bookkeeping Act (1336/1997, as amended, in Finnish: *kirjanpitolaki*).

"**Indebtedness**" means interest-bearing debt, guarantees and counter-indemnities for guarantee (whether principal, premium, interest or other amounts) in respect of any notes, bonds or other debt securities or any borrowed money.

"**Security**" means a mortgage, charge, pledge, lien, assignment, hypothecation, guarantee or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect."

"**13. Events of Default**

(b) **Non-compliance**: the Issuer does not comply with its obligations under ~~Clause 9 (Negative Pledge),~~ Clause 10 (*Net Gearing*) or Clause 12 (*Disposals*), unless in case of ~~Clause 9 (Negative Pledge) or~~ Clause 12 (*Disposals*) the failure to comply is capable of remedy and is remedied within fifteen (15) Business Days of the earlier of (i) any Noteholder giving notice to the Issuer and (ii) the Issuer becoming aware of the failure to comply;"

Upon passing of the Proposal in accordance with this Notice, the amendment granted under the Proposal will become effective in accordance with Clause 4 (*Approval and Effective time*) below.

3. Tender Offer

Concurrently with the Consent Solicitation (as further described in the Tender Offer and Consent Solicitation Memorandum), the Company is inviting the Noteholders to tender their Notes at a price of 101.250 per cent. of the outstanding nominal amount of the Note in the Tender Offer, the tender consideration being (EUR 1,012.5 per EUR 1,000 nominal amount of the Notes) (the "**Tender Consideration**") subject to the Effective Date (as defined below) occurring prior to the settlement of the Tender Offer (the "**Tender Offer Settlement Date**").

Noteholders validly tendering Notes pursuant to the Tender Offer are exclusively compensated for such tender as further described in this Tender Offer and Consent Solicitation Memorandum.

4. Approval and Effective time

The Proposal shall be deemed to have been approved by and become binding upon Noteholders immediately upon the expiry of the voting period and receipt of the required majority as set forth in Section 5.6 (*Majority*) or, if earlier, when a requisite majority of consents have been received by the Tender Agent and the Tabulation Agent even if the voting period in the Procedure in Writing has not yet expired (the "**Noteholders' Approval Condition**").

Subject to the fulfilment of the Noteholders' Approval Condition, the amendments to the Terms and Conditions as per the Proposal shall become effective immediately upon and conditional on fulfilment of the successful pricing of the contemplated New Notes based on the authorisation given by the Company's Board of Directors on 7 May 2024, on terms satisfactory to the Company (in its sole discretion), in order to enable it to finance, in whole or in part, the purchase price of Notes and the accrued interest for the Notes validly tendered and accepted for purchase pursuant to the Tender Offer, and the signing by the Company and Danske Bank A/S and OP Corporate Bank plc as joint lead managers of an issuance agreement for the New Notes and such issuance agreement remaining in full force and effect as at the settlement date and not having been terminated in accordance with its terms (the "**New Issue Condition**").

The Company, the Solicitation Agents and the Tabulation Agent may take any action deemed required in order to implement the Proposal provided that the Noteholders' Approval Condition and the New Issue Condition for the effectiveness of the Proposal have been met.

5. Procedure in Writing

The following instructions need to be adhered to under the Procedure in Writing and, as applicable, the Tender Offer.

5.1 Final date to participate in the Procedure in Writing

The Tender Agent and the Tabulation Agent must have received all votes by e-mail to the address indicated below no later than 4.00 p.m. (Finnish time) on 10 June 2024. Votes received thereafter may be disregarded.

5.2 Decision procedure

The Tender Agent and the Tabulation Agent and the Solicitation Agents and the Dealer Managers will determine if replies received are eligible to participate under the Procedure in Writing and/or Tender Offer as valid votes in the Procedure in Writing and/or participations in the Tender Offer.

When a requisite majority of consents has been received by the Tender Agent and the Tabulation Agent, the Proposal shall be deemed to be adopted once the Noteholders' Approval Condition is fulfilled. Once the conditions set out in Clause 4 (*Approval and Effective Time*) have been met, the amendments to the Terms and Conditions as per the Proposal shall become effective (date of such fulfilment, the "**Effective Date**").

Information about the decision taken under the Procedure in Writing will be published by the Company as a stock exchange release in accordance with the Terms and Conditions.

A matter decided under the Procedure in Writing will be binding on all the Noteholders, irrespective of whether they have participated in the Procedure in Writing, and irrespective of how and if they have voted.

The Noteholders are recommended to seek legal advice in order to independently evaluate whether the Proposal (and its effect(s), should it be adopted) are acceptable or not.

5.3 Voting rights and authorisation

Anyone who wishes to participate in the Procedure in Writing must at the record time (at 5.00 p.m. (Finnish time) on 30 May 2024) (the "**Record Time**"):

(a) be registered as a direct registered owner of one or several Notes on the list of Noteholders maintained by Euroclear; or

(b) be registered as nominee with respect to one or several Notes on the list of Noteholders maintained by Euroclear.

In addition, to be eligible to participate in the Procedure in Writing, a person must hold any of the principal amount of the Notes on the last day for replies in the Procedure in Writing.

Voting rights of the Noteholders shall be determined according to the principal amount of the Notes held. The Company and any companies belonging to its Group shall not hold voting rights in the Procedure in Writing.

5.4 Notes registered with a nominee

If you are not registered as a direct registered owner, but your Notes are held through a nominee or another intermediary, you may have two different options to influence the voting for the Notes.

(a) You can ask the nominee or other intermediary that holds the Notes on your behalf to vote in its own name as instructed by you.

(b) You can obtain a Power of Attorney (Schedule 3) from the authorised nominee or other intermediary and send in your own Voting Form based on the authorisation. If you hold your Notes through several intermediaries, you need to obtain authorisation directly from the intermediary that is registered on the list of Noteholders maintained by Euroclear, or from each intermediary in the chain of holders, starting with the intermediary that is registered on the list of Noteholders as nominee Noteholder.

Whether one or both of these options above are available to you depends on the agreement between you and the nominee or other intermediary that holds the Notes on your behalf (and the agreement between the intermediaries, if there are more than one).

Please contact the securities firm that holds the Notes on your behalf for assistance, if you wish to participate in the Procedure in Writing and/or the Tender Offer and do not know how your Notes are registered or need authorisation or other assistance to participate.

5.5 Quorum

Quorum in respect of the Procedure in Writing only exists if one (1) or more Noteholders holding in aggregate at least fifty (50) per cent of the principal amount of the Notes outstanding provide/provides replies in the Procedure in Writing. Any holdings of the Notes by the Company and any companies belonging to its Group are not included in the assessment whether or not a Procedure in Writing shall constitute a quorum.

If by the last day to reply to the Procedure in Writing constitutes no quorum, the time for replies may be extended as determined by the Company. The extended Procedure in Writing shall constitute a quorum if one (1) or more Noteholders holding in aggregate at least ten (10) per cent of the principal amount of the Notes outstanding provide/provides replies in the Procedure in Writing.

5.6 Majority

The Proposal requires the consent by a majority of more than fifty (50) per cent of the votes cast in the Procedure in Writing.

5.7 Address for sending replies

Return the Voting and Tender Form (Schedule 1), the Voting Form (Schedule 2), and, if applicable, the Power of Attorney (Schedule 3) or other sufficient evidence, if the Notes are held in custody other than by Euroclear, by scanned copy by e-mail to:

E-mail: yhtiotapahtumat@op.fi (with a copy to liabilitymanagement@op.fi)

6. Further information

For further questions regarding the administration of the Procedure in Writing or the Tender Offer and any requests for a copy of the Tender Offer and Consent Solicitation Memorandum, please contact the Solicitation Agents and the Dealer Managers or the Tabulation Agent and the Tender Agent at:

Danske Bank A/S
Bernstorffsgade 40
DK-1577 Copenhagen V
Denmark

Attention: Debt Capital Markets
Telephone: +45 33 64 88 51
E-mail: liabilitymanagement@danskebank.dk

OP Corporate Bank plc
Gebhardinaukio 1
FI-00510 Helsinki
Finland

Telephone: +358 10 252 7740
E-mail: yhtiotapahtumat@op.fi
(with a copy to liabilitymanagement@op.fi)

For further questions regarding the Proposal, please contact the Company at:

Juha Ruohola, CEO, HKFoods Plc, tel. +358 400 647 160
Jyrki Paappa, CFO, HKFoods Plc, tel. +358 50 556 6512
HKFoods Media Service Desk, tel. +358 10 570 5700 or communications@hkfoods.com

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Helsinki, 31 May 2024

HKFoods Plc as Company and Issuer of the Notes

Enclosed:

Schedule 1	Voting and Tender Offer Form
Schedule 2	Voting Form
Schedule 3	Power of Attorney
Schedule 4	Warranties and Representations by Noteholders

Schedule 1
Voting and Tender Offer Form

To: OP Corporate Bank plc (the "**Tender Agent**" and the "**Tabulation Agent**"), e-mail: yhtiotapahtumat@op.fi (with a copy to liabilitymanagement@op.fi)

This voting and tender offer form (the "**Voting and Tender Instruction**") shall be submitted by e-mail to the e-mail address of the Tender Agent and Tabulation Agent specified above (yhtiotapahtumat@op.fi) with a copy to liabilitymanagement@op.fi.

For the Procedure in Writing and the related Tender Offer in respect of HKFoods Plc EUR 90,000,000 senior unsecured fixed-rate notes (ISIN: FI4000490990). The undersigned Noteholder or authorised person/entity (the "**Voting Person**") is voting for the Proposal with all the Notes the Noteholder is holding and tendering in accordance with the Voting and Tender Instruction below.

Capitalised terms used and not otherwise defined herein shall have the meanings assigned to them in the Notice of Procedure in Writing and Tender Offer and the related Tender Offer and Consent Solicitation Memorandum, each dated 31 May 2024.

GENERAL INFORMATION AND DEADLINES

A Noteholder that wishes to tender its Notes must submit this Voting and Tender Instruction via its Account Operator to the Tender Agent and the Tabulation Agent.

This Voting and Tender Instruction must be submitted by e-mail to: yhtiotapahtumat@op.fi, and must be received by the Tender Agent and Tabulation Agent no later than 4 p.m. (Finnish time) on 7 June 2024.

Before submitting this Voting and Tender Instruction, please ensure that all fields in this Voting and Tender Instruction are duly completed and all information provided is correct. Please note that a Voting and Tender Instruction that is incomplete or incorrectly completed may be disregarded.

A pdf copy of the Voting and Tender Instruction must also be submitted to liabilitymanagement@op.fi.

NOTE: *If the Voting Person is not registered as the Noteholder (as defined in the Terms and Conditions), the Voting Person must enclose a Power of Attorney (see Schedule 3).*

By submitting this Voting and Tender Instruction to the Tender Agent and Tabulation Agent, the Noteholder shall be deemed to agree, and acknowledge, represent, warrant and undertake, that it (i) has observed the Tender Offer and Consent Solicitation Memorandum and the Notice of Procedure in Writing and Tender Offer and acknowledged the content thereof and (ii) gives warranties and representations as presented in the Tender Offer and Consent Solicitation Memorandum (including under section "*Warranties and Representations by Noteholders*" of the Tender Offer and Consent Solicitation Memorandum as appended to this Notice of Procedure in Writing and Tender Offer (see Schedule 4).

PROCEDURE IN WRITING

In accordance with the Notice of Procedure in Writing and Tender Offer and the Tender Offer and Consent Solicitation Memorandum, by submitting this Voting and Tender Instruction to the Noteholder participates in the Procedure in Writing by voting in favour of the Proposal with nominal amount of the Notes tendered for purchase in the Tender Offer.

In the event the Noteholder does not tender the entire nominal amount of the Notes held by the Noteholder for purchase in the Tender Offer, the Noteholder may participate in the Procedure in Writing and vote for the Proposal also with those Notes not tendered for purchase in the Tender Offer by opting for supplementary voting in section "*Tender Instruction and Voting Specification*" below. (If no such selection is made, no vote is deemed to have been cast in the Procedure in Writing for the Notes not tendered for purchase in the Tender Offer.)

NEW ISSUE ALLOCATION

A Noteholder that wishes to subscribe for the New Notes in addition to tendering the Notes for purchase and wishes to receive New Issue Allocation, shall make a separate application to subscribe for such New Notes to the Joint Lead Managers in accordance with the standard new issue procedures of the Joint Lead Managers.

VOTING AND TENDER INSTRUCTION

NOMINAL AMOUNT OF THE NOTES HELD BY THE NOTEHOLDER:

Nominal amount of Notes held by the Noteholder (EUR):	______________________________

TENDER AND VOTING SPECIFICATION:

Nominal amount of Notes tendered (EUR):	______________________________
	☐ Supplementary voting[1]

INFORMATION ON THE ACCOUNT OPERATOR:

Name of Account Operator:	______________________________
Telephone:	______________________________
E-mail:	______________________________

INFORMATION ON THE VOTING PERSON:

Name of the Voting Person:	______________________________
Capacity of the Voting Person:	☐ Noteholder[2]
	☐ Authorised person[3]
Personal/corporate identity number:	______________________________
Country of incorporation/domicile:	______________________________
Address:	______________________________
City / postcode:	______________________________
Country:	______________________________
Contact person (if different from Voting Person):	______________________________
Telephone:	______________________________
E-mail:	______________________________

INFORMATION ON THE NOTEHOLDER:

Name of Noteholder:	______________________________
Personal/corporate identity number:	______________________________
Country of incorporation/domicile:	______________________________
Address:	______________________________
City / postcode:	______________________________
Country:	______________________________
Contact person (if different from Noteholder):	______________________________

[1] In the event the Nominal amount of the Notes tendered is less than the nominal amount of the Notes held by the Noteholder, the Noteholder may vote for the Proposal also with the Notes not tendered for purchase by selecting “supplementary voting”.

[2] When voting in this capacity, no further evidence is required.

[3] When voting in this capacity, the person/entity voting must also enclose a Power of Attorney (Schedule 3) from the Noteholder or other proof of authorisation showing the number of votes held at the Record Time (as defined in the Notice of Procedure in Writing and Tender Offer).

Telephone: ______________________________

E-mail: ______________________________

SIGNATURE

____________________________________ ____________________________

Authorised signature and name[4]	Place and date

[4] If the undersigned is not registered as a directly registered owner (in Finnish: *omistaja*) or nominee (in Finnish: *hallintarekisteröinnin hoitaja*) on the list of Noteholders maintained by Euroclear Finland Oy and has marked the box "authorised person", the undersigned – by signing this document – confirms that the Noteholder has been instructed to refrain from voting for the number of votes cast with this Voting and Tender Offer Form.

Schedule 2
Voting Form

To: OP Corporate Bank plc (the "**Tabulation Agent**"), E-mail: yhtiotapahtumat@op.fi

This voting form (the "**Voting Instruction**") shall be submitted by e-mail to the e-mail address of the Tabulation Agent (yhtiotapahtumat@op.fi) specified above.

For the Procedure in Writing in respect of HKFoods Plc EUR 90,000,0000 senior unsecured fixed-rate notes (ISIN: FI4000490990). The undersigned Noteholder or authorised person/entity (the "**Voting Person**"), votes either For or Against the Proposal by marking the applicable box below.

Capitalised terms used and not otherwise defined herein shall have the meanings assigned to them in the Notice of Procedure in Writing and Tender Offer and the related Tender Offer and Consent Solicitation Memorandum, each dated 31 May 2024.

GENERAL INFORMATION AND DEADLINES

This Voting Instruction must be submitted by e-mail to: yhtiotapahtumat@op.fi and must be received by the Tabulation Agent no later than 4 p.m. (Finnish time) on 10 June 2024.

Before submitting this Voting Instruction, please ensure that all fields in this Voting Instruction are duly completed and all information provided is correct. Please note that a Voting Instruction that is incomplete or incorrectly completed may be disregarded.

***NOTE**: If the Voting Person is not registered as a direct registered owner on the list of noteholders maintained by Euroclear Finland Oy, the Voting Person must enclose a Power of Attorney (see Schedule 3).*

By submitting this Voting Instruction to the Tabulation Agent, the Noteholder shall be deemed to agree, and acknowledge, represent, warrant and undertake, that it has (i) observed the Tender Offer and Consent Solicitation Memorandum and the Notice of Procedure in Writing and Tender Offer, (ii) acknowledge their content and (iii) gives warranties and representations as presented in the Tender Offer and Consent Solicitation Memorandum (including warranties and representations under section "*Warranties and Representations by Noteholders*" of the Tender Offer and Consent Solicitation Memorandum as appended to this Notice of Procedure in Writing and Tender Offer (see Schedule 4).

PROPOSAL

The Proposal by the Company to the Noteholders to grant the Consents to approve the amendments to the Terms and Conditions as set out in the Tender Offer and Consent Solicitation Memorandum.

VOTING INSTRUCTION

The Voting Person hereby votes on the Proposal as indicated below.

☐ **For** the Proposal

Principal amount of the Notes voting for (in EUR): ______________________________

☐ **Against** the Proposal

Principal amount of the Notes voting against (in EUR): ______________________________

INFORMATION ON THE VOTING PERSON:

Name of the Voting Person:	______________________________
Capacity of the Voting Person:	☐ Noteholder[5]
	☐ Authorised person[6]
Personal/corporate identity number:	______________________________
Country of incorporation/domicile:	______________________________
Address:	______________________________
City / postcode:	______________________________
Country:	______________________________
Contact person (if different from Voting Person):	______________________________
Telephone:	______________________________
E-mail:	______________________________

INFORMATION ON THE NOTEHOLDER:

Name of Noteholder:	______________________________
Personal/corporate identity number:	______________________________
Country of incorporation/domicile:	______________________________
Address:	______________________________
City / postcode:	______________________________
Country:	______________________________
Contact person (if different from Noteholder):	______________________________
Telephone:	______________________________
E-mail:	______________________________

SIGNATURE

______________________________	______________________________
Authorised signature and name[7]	Place and date

[5] When voting in this capacity, no further evidence is required.

[6] When voting in this capacity, the person/entity voting must also enclose a Power of Attorney (Schedule 3) from the Noteholder or other proof of authorisation showing the number of votes held at the Record Time (as defined in the Notice of Procedure in Writing and Tender Offer).

[7] If the undersigned is not registered as a directly registered owner (in Finnish: *omistaja*) or nominee (in Finnish: *hallintarekisteröinnin hoitaja*) on the list of Noteholders maintained by Euroclear Finland Oy and has marked the box "authorised person", the undersigned – by signing this document – confirms that the Noteholder has been instructed to refrain from voting for the number of votes cast with this Voting Form.

Schedule 3
Power of Attorney

To: OP Corporate Bank plc (the "**Tabulation Agent**" and the "**Tender Agent**"), E-mail: yhtiotapahtumat@op.fi (with a copy to liabilitymanagement@op.fi)

This power of attorney (the "**Power of Attorney**") shall be submitted by e-mail to the e-mail address of the Tabulation Agent and the Tender Agent specified above.

For the Procedure in Writing and the related Tender Offer in respect of HKFoods Plc EUR 90,000,000 senior unsecured fixed-rate notes (ISIN: FI4000490990). Capitalised terms used and not otherwise defined herein shall have the meanings assigned to them in the Notice of Procedure in Writing and Tender Offer and the related Tender Offer and Consent Solicitation Memorandum dated 31 May 2024.

NOTE*: This Power of Attorney document shall be filled out if the Voting Person is not registered as Noteholder on a securities account with Euroclear Finland Oy. An unbroken chain of powers of attorney from the Noteholder shall be provided. I.e., if the person/entity filling out this Power of Attorney does so in its capacity as "other intermediary", the person/entity must enclose its Power of Attorney from the Noteholder.*

Name of person/entity authorised to vote as per the Record Time
(and, as applicable, submit the Tender Instructions in the Tender Offer): ______________________________

Principal amount (in EUR) in respect of which the authorised person/entity
is authorised to vote as per the Record Time
(and, as applicable, submit the Tender Instructions in the Tender Offer): ______________________________

Name of Noteholder or other intermediary giving
the authorisation: ______________________________

Noteholder's or other intermediary's
register/identity number giving the authorisation: ______________________________

We hereby confirm that the authorised person/entity specified above has the right to (*please select <u>one</u> of the following alternatives*):

☐ vote for the principal amount set out above in the Procedure in Writing;

☐ submit Tender Instructions for the principal amount set out above in the Tender Offer
(and, consequently, vote for the principal amount set out above in the Procedure in Writing <u>with</u> supplementary voting);

☐ submit Tender Instructions for the principal amount set out above in the Tender Offer
(and, consequently, vote for the principal amount set out above in the Procedure in Writing <u>without</u> supplementary voting).

We represent an aggregate principal amount of (EUR): ______________________________

We are:

☐ Registered as Noteholder on a securities account with Euroclear Finland Oy

☐ Other intermediary and hold the Notes through (specify below):

____

SIGNATURE

__________________________________ Authorised signature of Noteholder or other intermediary	__________________________________ Place and date

Schedule 4

Warranties and Representations by Noteholders

***NOTE**: This Schedule 4 shall be read together with the Tender Offer and Consent Solicitation Memorandum.*

By submitting a valid Tender Instruction or Voting Form to the Tender Agent or the Tabulation Agent (as applicable), a Noteholder shall be deemed to agree, and acknowledge, represent, warrant and undertake, to the Company, the Tabulation Agent, the Tender Agent, the Solicitation Agents, and the Dealer Managers the following, with effect at the submission of such Tender Instruction or Voting Form and, as applicable, the Settlement Date, the Final Voting Deadline and the Effective Date (if a Noteholder is unable to make any such agreement or acknowledgement or give any such representation, warranty or undertaking, such Noteholder should immediately contact the Tender Agent or the Tabulation Agent (as applicable)):

a) it is the holder of the Notes in respect of which it is submitting a Tender Instruction or Voting Form;

b) it has received this Tender Offer and Consent Solicitation Memorandum and has reviewed and accepts the offer and distribution restrictions, terms, conditions, risk factors and other considerations of the Tender Offer and the Consent Solicitation, all as described in this Tender Offer and Consent Solicitation Memorandum, and it is assuming all the risks inherent in participating in the Tender Offer and/or the Consent Solicitation and has undertaken an appropriate analysis of the implications of the Tender Offer and the Consent Solicitation without reliance on the Company, the Dealer Managers, the Solicitation Agents, the Tender Agent or the Tabulation Agent;

c) any Tender Instruction or Voting Form constitutes a clear and distinct instruction to the Tender Agent or the Tabulation Agent (as applicable) upon which it may rely without investigation;

d) i) in case of the Voting and Tender Offer Form, upon the terms and subject to the conditions of the Tender Offer and the Consent Solicitation, it tenders for purchase in the Tender Offer the nominal amount of Notes specified in the Tender Instruction and participates in the Consent Solicitation by voting for the Proposal with such validly tendered Notes (or when opting for supplementary voting, all of the Notes held by the Noteholder), and, subject to and effective on such purchase by the Company, it renounces all right, title and interest in and to all such Notes purchased by or at the direction of the Company and waives and releases any rights or claims it may have against the Company with respect to any such Notes and the Tender Offer and/or the Consent Solicitation and ii) in case of the Voting Form, upon the terms and subject to the conditions of the and the Consent Solicitation, it votes for or against (as applicable) the Proposal with the nominal amount of Notes specified in the Voting Form;

e) it agrees to ratify and confirm each and every act or thing that may be done or effected by the Company or any of its directors or any person nominated by the Company in the proper exercise of his or her powers and/or authority hereunder;

f) it has observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other required consents, complied with all requisite formalities, and paid any issue, transfer or other taxes or requisite payments due from it in each respect in connection with any offer or acceptance in any jurisdiction and that it has not taken or omitted to take any action in breach of the terms of the Tender Offer or which will or may result in the Company, the Tabulation Agent, the Tender Agent, the Dealer Managers, the Solicitation Agents or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with the Tender Offer and/or the Consent Solicitation;

g) no information has been provided to it by the Company, the Tender Agent, the Tabulation Agent, the Dealer Managers or the Solicitation Agents, or any of their respective directors, employees or affiliates, with regard to the tax consequences for Noteholders arising from the purchase of Notes by the Company pursuant to the Tender Offer and/or the Consent Solicitation and the receipt by any Noteholder of the Purchase Price of the Notes and the Accrued Interest Payment, and it acknowledges that it is solely liable for any taxes or similar payments imposed on it under the laws of any applicable jurisdiction as a result of participation in the Tender Offer and/or the Consent Solicitation and it agrees that it will not, and does not, have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against the Company, the Tender Agent, the Tabulation Agent, the Dealer Managers, the Solicitation Agents or any of their respective directors, employees or affiliates, or any other person in respect of any taxes and related payments;

h) it has had access to such financial and other information concerning the Notes, and has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisers, as it deems necessary or appropriate in order to make an informed decision with respect to the tendering of the Notes for purchase in the Tender Offer and/or the participation in the Consent Solicitation;

i) it is not relying on any communication (written or oral) made by any party involved in the Tender Offer and/or the Consent Solicitation, or any such party's affiliates, involved in the Tender Offer and/or the Consent Solicitation as constituting a recommendation to tender the Notes in the Tender Offer and/or to participate in the Consent

Solicitation and it is able to bear the economic risks of participating in the Tender Offer and/or the Consent Solicitation;

j) it is not a person to whom it is unlawful to make an invitation pursuant to the Tender Offer and/or solicitation of consent pursuant to the Consent Solicitation under applicable securities laws, it has not distributed or forwarded this Tender Offer and Consent Solicitation Memorandum, the Notice of Procedure in Writing, or any other documents or materials relating to the Tender Offer and/or the Consent Solicitation to any such person(s) and it has (before submitting, or arranging for the submission on its behalf, as the case may be, of the Tender Instruction / Voting From in respect of the Notes it is tendering for purchase and/or with which it is voting for in the Consent Solicitation) complied with all laws and regulations applicable to it for the purposes of its participation in the Tender Offer and/or the Consent Solicitation;

k) it is not a U.S. Person and/or it is not acting on behalf of a U.S. Person;

l) is not located or resident in the United Kingdom or, if it is located or resident in the United Kingdom, it is a person falling within the definition of investment professionals (as defined in Article 19(5) of the Financial Promotion Order) or within Article 43(2) of the Financial Promotion Order, or to whom the Tender Offer and Consent Solicitation Memorandum, the Notice of Procedure in Writing, and any other documents or materials relating to the Tender Offer and/or the Consent Solicitation may otherwise lawfully be communicated in accordance with the Financial Promotion Order;

m) i) in case of a Voting and Tender Offer Form, it has full power and authority to tender the Notes it has tendered in the Tender Offer and voted with in the Consent Solicitation, it will not transfer any beneficial interest in any such Notes to any other person (other than pursuant to the Tender Offer) from the date of submission of the relevant Tender Instruction until the time of settlement on the Settlement Date or termination of the relevant Tender Offer (including where such Notes are not accepted for purchase by the Company) or until any valid withdrawal of the relevant Tender Instruction (in the limited circumstances in which withdrawal is permitted) and, if such Notes are accepted for purchase by the Company such Notes will be transferred to, or to the order of, the Company with full title free from all pledges, liens, charges and encumbrances, not subject to any adverse claim and together with all rights attached to such Notes, and it will, upon request, execute and deliver any additional documents and/or do such other things deemed by the Company to be necessary or desirable to complete the transfer and cancellation of such Notes or to evidence such power and authority, and ii) in case of a Voting Form, it has full power and authority to vote with the Notes it has voted with in the Consent Solicitation and it will not transfer any beneficial interest in any such Notes to any other person from the date of submission of the Voting and Tender Offer Form and/or the Voting Form until the announcement of the results of the Consent Solicitation;

n) in case of a Voting and Tender Offer Form, it holds and will hold, until the time of settlement on the Settlement Date, the tendered Notes and, in accordance with the requirements of, and by the deadline required by, the relevant Account Operator, it has submitted, or has caused to be submitted, a Tender Instruction to such Account Operator to authorise the entry of a transfer restriction on the tendered Notes with effect on and from the date of such submission so that, at any time pending the transfer of such Notes on the Settlement Date to the Company, or to any agent on its behalf, no transfers of such Notes may be effected;

o) by authorising an Account Operator to enter a transfer restriction on the relevant Notes on the relevant Book-Entry Account, it will be deemed to consent, in the case of a Noteholder, to have the relevant Account Operator provide details concerning its identity to the Tender Agent and the Tabulation Agent (and for the Tender Agent and the Tabulation Agent to provide such details to the Dealer Managers and the Company);

p) the terms and conditions of the Tender Offer and the Consent Solicitation set out in this Tender Offer and Consent Solicitation Memorandum shall be deemed to be incorporated in, and form a part of, the Tender Instruction or the Voting Form which shall be read and construed accordingly, and that the information given by or on behalf of such Noteholder in the Tender Instruction or the Voting Form is true and will be true in all respects at the time of submitting such Tender Instruction or the Voting Form and, in case of the Voting and Tender Offer Form, the time of the purchase of the Notes tendered on the Settlement Date;

q) it is not a Restricted Person; and

r) it accepts that the Company is under no obligation to accept tenders of Notes for purchase pursuant to the Tender Offer, and accordingly such tender may be accepted or rejected by the Company in its sole discretion and for any reason.