

THIS DOCUMENT AND THE ACCOMPANYING DOCUMENTATION ARE IMPORTANT AND REQUIRE YOUR IMMEDIATE ATTENTION. If you are in any doubt as to the action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or other professional adviser authorised under the Financial Services and Markets Act 2000 immediately, if you are in the United Kingdom, or from another appropriately authorised independent professional adviser if you are taking advice in a territory outside the United Kingdom.

If you sell or transfer or have sold or otherwise transferred all of your Ordinary Shares, please send this document, together with the accompanying documentation, at once to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee. However, such documents should not be forwarded, distributed or transmitted in or into any jurisdiction in which such act would constitute a violation of the relevant laws in such jurisdiction. If you have sold part of your holding of Ordinary Shares in the Company, please retain this document and the accompanying documentation and immediately contact the bank, stockbroker or other agent through whom the sale or transfer was effected.

TATE & LYLE

Tate & Lyle PLC

Incorporated in England and Wales with registered number 76535

Circular to Shareholders relating to proposed sale of a controlling stake in Tate & Lyle's Primary Products business to KPS Capital Partners, LP and Notice of General Meeting

This document should be read as a whole. Your attention is drawn to the letter from the Chairman of the Company which is set out in Part I (*Letter from the Chairman of Tate & Lyle PLC*) of this document. This letter contains the recommendation of the Board that you vote in favour of the Resolutions to be proposed at the General Meeting referred to below.

The Notice of General Meeting of the Company to be held at Hilton London Heathrow Airport T4, Terminal 4, Hounslow, TW6 3AF, GB at 10.30 a.m. on 30 September 2021 is set out at the end of this document.

If you received this document in the post, a Form of Proxy or Form of Instruction for use in connection with the Resolutions to be proposed at the General Meeting is enclosed. If you downloaded this document from www.tateandlyle.com, the Form of Proxy or Form of Instruction can be found on that website also. To be valid, your Form of Proxy should be completed, signed and returned in accordance with the instructions printed thereon as soon as possible and, in any event, so as to be received by the Company's Registrars, Equiniti by no later than 10.30 a.m. on 28 September 2021. If you are a CSN Holder, your Form of Instruction must be lodged by no later than 10.30 a.m. on 27 September 2021 to be valid. The Form of Proxy or Form of Instruction may be delivered by post or by hand to Equiniti Limited, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA or submitted electronically by going to Equiniti's website, www.sharevote.co.uk using the Shareholder Reference Number, Voting ID and Task ID printed on the Form of Proxy or Form of Instruction and following the instructions provided. In addition, CREST members may use the CREST electronic proxy appointment service. Details of the CREST electronic appointment method are found in Notes 7 to 10 of the Notice of General Meeting set out at the end of this document. Completion and return of a Form of Proxy will not prevent members from attending and voting in person should they wish to do so.

Action to be taken by ADR Holders in respect of the General Meeting is set out on page 62 of this document.

For a discussion of certain risk factors which should be taken into account when considering what action you should take in connection with the General Meeting, please see Part II (*Risk Factors*) of this document.

Citigroup Global Markets Limited ("Citigroup"), which is authorised in the UK by the Prudential Regulation Authority and regulated in the UK by the Financial Conduct Authority and the Prudential Regulation Authority, is acting as financial adviser and sponsor for the Company and for no one else in connection with the Transaction and other matters described in this document, and will not be responsible to anyone other than Tate & Lyle for providing the protections afforded to clients of Citigroup nor for providing advice in connection with the Transaction or any other matters referred to in this document. Neither Citigroup nor any of its affiliates, directors or employees owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, consequential, whether in contract, in tort, in delict, under statute or otherwise) to any person who is not a client of Citigroup in connection with this document, any statement contained herein, the Transaction or otherwise. Citigroup does not seek to limit or exclude its responsibilities and liabilities which may arise under FSMA or the regulatory regime established thereunder.

Ondra LLP (“Ondra”), which is authorised and regulated in the UK by the Financial Conduct Authority, is acting as financial adviser for Tate & Lyle and for no one else in connection with the Transaction and other matters described in this document, and will not be responsible to anyone other than Tate & Lyle for providing the protections afforded to clients of Ondra nor for providing advice in connection with the Transaction or any other matters referred to in this document. Neither Ondra nor any of its affiliates, directors or employees owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, consequential, whether in contract, in tort, in delict, under statute or otherwise) to any person who is not a client of Ondra in connection with this document, any statement contained herein, the Transaction or otherwise.

Greenhill & Co. International LLP (“Greenhill”), which is authorised and regulated in the UK by the Financial Conduct Authority, is acting as financial adviser to Tate & Lyle and for no one else in connection with the Transaction and other matters described in this document, and will not be responsible to anyone other than Tate & Lyle for providing the protections afforded to clients of Greenhill nor for providing advice in connection with the Transaction or any other matters referred to in this document. Neither Greenhill nor any of its affiliates, directors or employees owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, consequential, whether in contract, in tort, in delict, under statute or otherwise) to any person who is not a client of Greenhill in connection with this document, any statement contained herein, the Transaction or otherwise.

Merrill Lynch International (“BofA Securities”), is acting exclusively for the Board of Tate & Lyle in connection with the Transaction and other matters described in this document and for no one else and will not be responsible to anyone other than the Board of Tate & Lyle for providing the protections afforded to its clients or for providing advice in relation to the Transaction or other matters described in this document.

TABLE OF CONTENTS

| | Page No. |
|--|-----------------|
| EXPECTED TIMETABLE OF PRINCIPAL EVENTS | 4 |
| GENERAL INFORMATION | 5 |
| PART I LETTER FROM THE CHAIRMAN OF TATE & LYLE PLC | 7 |
| PART II RISK FACTORS | 17 |
| PART III SUMMARY OF THE PRINCIPAL TERMS OF THE TRANSACTION AGREEMENTS | 24 |
| PART IV HISTORICAL FINANCIAL INFORMATION ON THE NEWCO GROUP | 35 |
| PART V UNAUDITED PRO FORMA FINANCIAL INFORMATION ON THE T&L RETAINED GROUP | 38 |
| PART VI ADDITIONAL INFORMATION | 43 |
| PART VII DOCUMENTATION INCORPORATED BY REFERENCE | 52 |
| PART VIII DEFINITIONS AND GLOSSARY | 53 |
| NOTICE OF GENERAL MEETING | 58 |

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

| | |
|---|--|
| Publication and posting of this document | 13 September 2021 |
| Latest time and date for receipt of ADR Proxy Cards from ADR Holders | 10.00 a.m. (New York time) on 24 September 2021 |
| Latest time and date for receipt of Forms of Instruction from CSN Holders | 10.30 a.m. on 27 September 2021 |
| Latest time and date for receipt of Forms of Proxy and CREST Proxy Instructions from Ordinary Shareholders | 10.30 a.m. on 28 September 2021 |
| General Meeting | 10.30 a.m. on 30 September 2021 |
| Expected date of Completion | On or before 31 March 2022 |
| Publication and posting of the circular to approve special dividend and associated share consolidation, the related notice of general meeting, the relevant forms of proxy to Shareholders and the relevant forms of instruction to CSN Holders | Following Completion |
| General meeting to approve special dividend and associated share consolidation | Following Completion |

Notes:

- (1) All references to time in this document are to London time unless otherwise stated.
- (2) The dates given are based on the Company's current expectations and may be subject to change. If any of the times or dates above change, the Company will give notice of the change by issuing an announcement through a Regulatory Information Service.
- (3) The date of publication and posting of the circular and general meeting to approve the special dividend and associated share consolidation will depend, among other things, on the date of Completion.

GENERAL INFORMATION

Forward-Looking Statements

This document may include certain forward-looking statements, beliefs or opinions, including statements with respect to the Tate & Lyle Group's or the T&L Retained Group's business, financial condition and results of operations. These forward-looking statements can be identified by the use of forward-looking terminology, including the terms "believes", "estimates", "plans", "anticipates", "targets", "aims", "continues", "expects", "intends", "hopes", "may", "will", "would", "could" or "should" or, in each case, their negative or other various or comparable terminology or by discussions of strategy, plans, objectives, goals, future events or intentions. These statements are made by the Directors in good faith based on the information available to them at the date of this document and reflect the Directors' beliefs and expectations. By their nature these statements involve risk and uncertainty because they relate to events and depend on circumstances that may or may not occur in the future. A number of factors could cause actual results and developments to differ materially from those expressed or implied by the forward-looking statements, including, without limitation, developments in the global economy, changes in regulation and government policies, spending and procurement methodologies, currency fluctuations, a failure in the Tate & Lyle Group's or the T&L Retained Group's health, safety or environmental policies and other factors discussed in Part II (*Risk Factors*) of this document.

No representation or warranty is made that any of these statements or forecasts will come to pass or that any forecast results will be achieved. Forward-looking statements may, and often do, differ materially from actual results. Any forward-looking statements in this document speak only as of their respective dates, reflect the Directors' current view with respect to future events and are subject to risks relating to future events and other risks, uncertainties and assumptions relating to the Tate & Lyle Group's or the T&L Retained Group's operations and growth strategy. You should specifically consider the factors identified in this document which could cause actual results to differ before making any decision in relation to the Transaction. Subject to the requirements of the FCA, the London Stock Exchange, the Listing Rules and the Disclosure Guidance and Transparency Rules (and/or any regulatory requirements) or applicable law, the Company explicitly disclaims any obligation or undertaking publicly to release the result of any revisions to any forward-looking statements in this document that may occur due to any change in the Company's expectations or to reflect events or circumstances after the date of this document. Neither the forward-looking statements contained in this document, nor the statements in this General Information section seek to in any way qualify the working capital statement in Part VI (*Additional Information*) of this document.

No statement in this document is or is intended to be a profit forecast or to imply that the earnings of the Company for the current or future financial years will necessarily match or exceed the historical or published earnings of the Company.

Any information contained in this document on the price at which shares or other securities in the Company have been bought or sold in the past, or on the yield on such shares or other securities, should not be relied upon as a guide to future performance.

No Offer or Solicitation

This document is not a prospectus and it does not constitute or form part of any offer or invitation to purchase, acquire, subscribe for, sell, dispose of or issue, or any solicitation of any offer to sell, dispose of, purchase, acquire or subscribe for, any security.

Important Information to Overseas Shareholders or ADR Holders

The release, publication or distribution of this document in jurisdictions other than the United Kingdom may be restricted by law and, therefore, any persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about, and observe, any applicable requirements. This document has been prepared for the purposes of complying with English law and the Listing Rules and the information disclosed may not be the same as that which would have been disclosed if this document had been prepared in accordance with the laws and regulations of any jurisdiction outside of England.

It is the responsibility of any person receiving a copy of this document outside the United Kingdom to satisfy themselves as to the full observance of the laws and regulatory requirements of the relevant territory in connection therewith, including obtaining any governmental or other consents which may be required or observing any other formalities required to be observed in such territory and paying any other issue, transfer

or other taxes due in such territory. If in doubt, such persons should consult their professional advisers. Persons (including, without limitation, nominees and trustees) receiving this document should not distribute or send it into any jurisdiction when to do so would, or might, contravene local securities laws or regulations.

Publication on Website and availability of Hard Copies

A copy of this document, together with all information incorporated into this document by reference to another source, is and will be available for inspection on the Company's website at www.tateandlyle.com from the time this document is published. For the avoidance of doubt, the contents of the websites referred to in this document are not incorporated into and do not form part of this document.

If and to the extent that any document or information incorporated by reference or attached to this document, itself incorporates any information by reference, either expressly or impliedly, such information will not form part of this document, except where such information or documents are stated within this document as specifically being incorporated by reference or where this document is specifically defined as including such information. Where only part of a document has been incorporated by reference into this document, the remaining parts of such documents are either not relevant to the matters addressed in this document or are already addressed by the information included in this document.

In particular, information on or accessible through the Company's corporate website at www.tateandlyle.com does not form part of and is not incorporated into this document.

If you have received this document in electronic form, you may request a hard copy of this document and/or any information incorporated into this document by reference to another source by contacting the Company's registrars, Equiniti, at Equiniti Limited, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA, or between 8.30 a.m. and 5.30 p.m. (London time), Monday to Friday (excluding English and Welsh public holidays), on 0371 384 2063 from within the UK or on +44(0) 121 415 0235 if calling from outside the UK (calls from outside the UK will be charged at the applicable international rate), with your full name and the full address to which the hard copy may be sent (calls may be recorded and monitored for training and security purposes).

Presentation of Financial Information

Percentages in tables may have been rounded and accordingly may not add up to 100%. Certain financial data has been rounded and, as a result of this rounding, the totals of data presented in this document may vary slightly from the actual arithmetic totals of such data.

References to "£" or "pence" are to the lawful currency of the United Kingdom.

References to "\$" or "US\$" are to the lawful currency of the United States of America.

Certain Defined Terms

Certain terms used in this document, including capitalised terms and certain technical and other items, are defined and explained in Part VIII (*Definitions and Glossary*) of this document.

PART I

LETTER FROM THE CHAIRMAN OF TATE & LYLE PLC

(incorporated in England and Wales with registered number 76535)

Registered office:

1 Kingsway
London
WC2B 6AT

Directors:

Dr Gerry Murphy (Chairman)
Nick Hampton (Chief Executive)
Vivid Sehgal (Chief Financial Officer)
John Cheung (Non-Executive Director)
Patrícia Corsi (Non-Executive Director)
Paul Forman (Senior Independent Director)
Lars Frederiksen (Non-Executive Director)
Kimberly Nelson (Non-Executive Director)
Sybella Stanley (Non-Executive Director)
Warren Tucker (Non-Executive Director)

13 September 2021

To: Ordinary Shareholders and, for information only, persons with information rights and Share Plan Participants

Dear Ordinary Shareholder

Proposed sale of a controlling stake in Tate & Lyle's Primary Products business in North America and Latin America (as well as certain joint venture interests) to KPS

1 Introduction

On 12 July 2021, Tate & Lyle announced that it had entered into an agreement to sell a controlling stake in a new company ("NewCo") and its subsidiaries which will hold Tate & Lyle's Primary Products business in North America and Latin America and its interests in the Almidones Mexicanos S.A de C.V ("Almex") and DuPont Tate & Lyle Bio-Products Company, LLC ("Bio-PDO") joint ventures (the "NewCo Business"), to Gemini Holdings, LP (the "Purchaser") an affiliate of funds managed by KPS Capital Partners, LP ("KPSCPLP", and together with the Purchaser and their affiliates, "KPS") (such sale together with the entry into the Transaction Agreements described in this document being the "Transaction").

The Transaction values the whole of NewCo at an enterprise value of approximately US\$1.7bn (c.£1.2bn), representing a multiple of 5.1x EBITDA for the year ended 31 March 2021. The enterprise value includes US\$122m of IFRS 16 leases related to railcars and US\$38m related to a guarantee that will be transferred to the NewCo Group.

Under the terms of the Transaction, Tate & Lyle will continue to hold a 49.9% interest in NewCo and will benefit from potential value creation in the NewCo Business in the future. It is expected that NewCo will generate significant and steady free cash flow supporting its ability to pay dividends over time to Tate & Lyle and KPS.

On completion of the Transaction, Tate & Lyle expects to receive gross cash proceeds (subject to customary working capital and other adjustments) of approximately US\$1.3bn (c.£0.9bn), resulting in estimated net cash proceeds of approximately US\$1.2bn (c.£0.9bn) after customary adjustments and transaction costs (but excluding certain separation costs and tax).

The Board intends to return approximately £500m (US\$0.7bn) to Ordinary Shareholders by way of a special dividend with an associated share consolidation following Completion, subject to a subsequent Shareholder approval. The balance will be retained to strengthen Tate & Lyle's balance sheet, and thereby provide capacity to accelerate investment in the growth of its retained Food & Beverage Solutions ("F&BS") business.

In view of: (i) the size of the Transaction; and (ii) the fact that under the terms of the Joint Venture Agreement to be entered into with KPS, as explained in Part III (*Summary of the Principal Terms of the Transaction Agreements*), certain events may result in the Company being required to sell its direct or indirect interests in NewCo in the future, the Transaction constitutes a class 1 transaction under the Listing Rules. Accordingly, Completion under the Share Purchase Agreement and entry into the other Transaction Agreements is conditional on, among other things, receiving the approval of Ordinary Shareholders. Such approval will be sought at a General Meeting of the Company to be held at Hilton London Heathrow Airport T4, Terminal 4, Hounslow, TW6 3AF, GB at 10.30 a.m. on 30 September 2021. Details of the General Meeting are set out in the Notice of General Meeting at the end of this document.

The Company is also seeking the approval by Ordinary Shareholders of an amendment to the Company's current remuneration policy, in order to set performance requirements based on both financial performance and certain non-financial measures, including those linked to environmental, social and governance metrics. Such approval is separate to (and is not conditional upon) the approval of Ordinary Shareholders that is sought in connection with the Transaction.

The purpose of this document is to: (i) explain the background to and reasons for the Transaction; (ii) explain why the Directors unanimously consider the Transaction to be in the best interests of the Company and the Shareholders as a whole; (iii) explain certain amendments to the Company's current remuneration policy; and (iv) recommend that you vote in favour of the Resolutions to be proposed at the General Meeting.

Shareholders should read the whole of this document and not rely solely on information summarised in this letter. Definitions for capitalised terms used in this letter and the rest of this document can be found in Part VIII (*Definitions and Glossary*) of this document.

2 Background to and reasons for the Transaction

Tate & Lyle has built a strong platform over the last three years, delivering improving momentum particularly in its F&BS business where revenue has grown by a compound annual growth rate of 4%. This establishes a strong platform for Tate & Lyle to consider the Transaction.

On 25 April 2021, Tate & Lyle announced that it was in the process of exploring the potential separation of its F&BS and Primary Products businesses through a sale of a controlling stake in its Primary Products business to a new long-term financial partner. The Board stated that it believed if a transaction of this nature was completed it would enable Tate & Lyle and the new business to focus their respective strategies and capital allocation priorities and create the opportunity for enhanced shareholder value.

The opportunity to acquire a controlling stake in Tate & Lyle's Primary Products business attracted significant levels of interest from potential partners, leading to the agreement on 11 July 2021 with KPS. The Board believes that the Transaction will allow NewCo to fulfil its growth potential through the combined expertise and resources of Tate & Lyle and KPS. It also crystallises significant value for Shareholders, while maintaining an interest in a standalone NewCo offering potential for an ongoing cash dividend stream and for further value realisation in the future.

The Board believes that the Transaction:

- re-positions Tate & Lyle as a leading global food and beverage solutions business focused on faster growing speciality markets with the opportunity to:
 - benefit from growing global consumer demand for healthier food and drink, accelerated by the global pandemic;
 - build on the F&BS business' strong track record of growth over the last three years through a step-up in R&D investment to accelerate innovation:
 - Tate & Lyle's ambition over the five years following Completion is to increase R&D spend to more than 4% of F&BS revenue per annum, and to grow revenue from New Products to around 20% of F&BS revenue by the 2026 financial year; and
 - increase focus on solutions development to support and strengthen customer relationships;
- strengthens Tate & Lyle's attractiveness as a partner to other speciality ingredients businesses;
- substantially reduces exposure to commodities markets and bulk ingredients in North America; and
- strengthens Tate & Lyle's balance sheet and creates a platform to re-focus capital towards delivering stronger organic and inorganic growth.

Accordingly, the Board believes that the strategic re-positioning of Tate & Lyle supports its ambition for the five years following Completion to deliver:

- organic revenue growth of mid-single-digit percent per annum;
- operating margin expansion of at least 50 to 100 basis points per annum; and
- organic return on capital employed improvement of 50 basis points per annum on average.

3 Information on the NewCo Business

The NewCo Business will comprise Tate & Lyle's Primary Products business, including Tate & Lyle's equity stake in the two joint ventures of Almex and Bio-PDO but excluding its operations in Europe which will be retained by Tate & Lyle (in aggregate these European operations represented approximately 5% of Primary Products revenue in the year ended 31 March 2021). The NewCo Business will therefore comprise selected production facilities in the US and Brazil which predominantly produce products for the Primary Products business and certain assets predominantly used in that business, including:

- three corn wet mills: Decatur, Illinois; Lafayette, Indiana; Loudon, Tennessee (all US);
- three acidulant plants: Dayton, Ohio; Duluth, Minnesota (both US); Santa Rosa, Brazil; and
- Tate & Lyle's grain elevator and bulk transfer station networks in the US (comprising 13 grain elevators and four bulk transfer stations).

In addition, Tate & Lyle's 50% equity interests in the Almex and Bio-PDO joint ventures will form part of the NewCo Group.

The scope of the NewCo Business perimeter was determined in order to best align the total asset portfolio according to the focus of finished goods production. Tate & Lyle will retain control of manufacturing facilities that generated 75% of the F&BS division's revenue in the year ended 31 March 2021.

NewCo is a leading producer of high-volume food and industrial products predominantly derived from corn and serves over 500 customers primarily in the Americas. Key products manufactured include bulk sweeteners, industrial starches, acidulants and animal nutrition products.

As at 31 March 2021, the NewCo Group had total assets of c. £1.3bn. During the year ended 31 March 2021, the NewCo Business was an integrated part of the Tate & Lyle Group and the Long Term Agreements that will exist immediately following Completion were not in place. Accordingly, the expected impact of these agreements have not been taken into account in the calculation of this figure.

Following Completion, the T&L Retained Group will no longer receive the same contribution that the NewCo Business currently makes to the Tate & Lyle Group's operating profit given that the T&L Retained Group's interest in the NewCo Business will be reduced to 49.9% and consequently the Tate & Lyle Group's earnings will be diluted. Completion will also result in the deconsolidation of the vast majority of the Tate & Lyle Group's current Primary Products business. The pro forma effect of the Transaction on the net assets of the T&L Retained Group, which has been prepared for illustrative purposes only on the basis that the Transaction completed on 31 March 2021, is set out in Part V (*Unaudited Pro Forma Financial Information on the T&L Retained Group*) of this document.

Shareholders' attention is drawn to Part IV (*Historical financial information on the NewCo Group*) of this document, which contains historical financial information on the NewCo Group. This historical financial information does not take into account the expected impact of the Long Term Agreements as well as expected dis-synergies to be incurred once NewCo operates as a standalone business (for example additional staff costs required in NewCo in order to replicate back-office activities currently shared across the Tate & Lyle Group). In addition, the historical financial information on the NewCo Group set out in Part IV (*Historical financial information on the NewCo Group*) of this document does not include the European Primary Products business, which is part of Tate & Lyle's Primary Products operating segment but will not form part of the NewCo Group.

Shareholders should read the whole of this document and should not rely solely on the summarised financial information set out above.

4 Principal Terms of the Transaction

A detailed description of the terms of the Transaction Agreements is set out in Part III (*Summary of the Principal Terms of the Transaction Agreements*) of this document. The principal terms of the key Transaction Agreements are summarised below.

Except for the Share Purchase Agreement, none of the Transaction Agreements will be entered into or become effective if Completion does not take place. At Completion, all of the other Transaction Agreements will be entered into and become effective.

Share Purchase Agreement

The Share Purchase Agreement was entered into by the Company and the Purchaser on 11 July 2021 and subsequently amended and restated on 13 August 2021 to reflect certain non-material clarificatory changes. The Purchaser is ultimately owned and controlled by KPS. Pursuant to the Share Purchase Agreement, Tate & Lyle has agreed to sell a controlling 50.1% interest in NewCo to the Purchaser.

In conjunction with the Transaction, KPS has secured commitment letters from banks to support the raising of approximately US\$1.1bn of new external debt by the NewCo Group. The proceeds of this external debt to be raised by the NewCo Group, net of associated costs, will be paid to the T&L Retained Group immediately following Completion pursuant to the repayment or transfer of certain existing intragroup debt outstanding at Completion by the NewCo Group.

The total gross consideration payable to Tate & Lyle in relation to the Transaction is expected to be approximately US\$1.3bn (subject to customary working capital and other adjustments), comprising the amount received from the repayment or transfer of the existing intragroup debt referred to above and payment related to the purchase of KPS's equity interest of 50.1% in NewCo.

The final net proceeds to be received by Tate & Lyle in respect of KPS's equity interest in NewCo is subject to customary adjustments, including amongst other adjustments, for the NewCo Group's cash, debt and debt-like items and working capital at Completion. After such adjustments (as well as the deduction of transaction costs), net cash proceeds to Tate & Lyle are estimated to be approximately US\$1.2bn. This excludes certain separation costs to be incurred up to Completion and estimated tax payable on the Transaction, together currently expected to be not more than US\$130m.

Prior to Completion, the Company will undertake a reorganisation of the Tate & Lyle Group to separate the NewCo Business from the F&BS business and create a standalone group of entities under NewCo which hold the NewCo Business.

Completion of the Transaction is expected in the first quarter of the 2022 calendar year (i.e. on or before the end of the Tate & Lyle Group's financial year ending 31 March 2022) subject to a number of conditions being satisfied, including amongst others: (i) the approval of the Transaction by Ordinary Shareholders; (ii) obtaining certain Antitrust Clearances; (iii) the completion of the Reorganisation; and (iv) the completion of an information technology separation, which are described in further detail in paragraph 1.3 of Part III (*Summary of the Principal Terms of the Transaction Agreements*) of this document. Tate & Lyle is working (together with KPS, where applicable) to achieve satisfaction of these conditions, including obtaining all relevant Antitrust Clearances, within this timeframe.

As set out in more detail in Part III (*Summary of the Principal Terms of the Transaction Agreements*) of this document, the Company has agreed not to solicit a competing acquisition proposal and, other than in certain limited circumstances, is not permitted to adjourn the General Meeting without the consent of the Purchaser. Except where the Company has received a Takeover Proposal, if the Board changes its unanimous recommendation to vote in favour of the Transaction and the Ordinary Shareholders vote against the Transaction at the General Meeting, the Purchaser or the Company will be entitled to terminate the Share Purchase Agreement. If the Company receives a Takeover Proposal and the Board changes its unanimous recommendation to vote in favour of the Transaction, the Purchaser may terminate the Share Purchase Agreement prior to the General Meeting or after the General Meeting if the Ordinary Shareholders vote against the Transaction. If such termination rights are exercised, Tate & Lyle will be required to reimburse the Purchaser for any costs and expenses it has incurred in connection with the Transaction up to a maximum of US\$18m.

Joint Venture Agreement

The Joint Venture will be governed by the Joint Venture Agreement to be entered into on Completion which includes the following key terms:

- KPS will have the right to appoint four directors to (and therefore control) the board of NewCo. Tate & Lyle will have the right to appoint two directors to the board of NewCo if it holds at least a 20% interest in NewCo and one director if it holds at least 10%. One independent director will be jointly appointed if Tate & Lyle holds at least 10%, otherwise the independent director will be appointed by KPS.

- KPS will hold a majority of the voting rights in NewCo and will have operational control of NewCo subject to certain shareholder reserved matters which require the approval of both Tate & Lyle and KPS prior to an IPO of NewCo. In most cases, these matters are subject to Tate & Lyle owning a minimum interest of 20% in NewCo.
- The business plan for the initial three years from Completion has been agreed between Tate & Lyle and KPS. Future business plans and budgets will be subject to NewCo board approval.
- Tate & Lyle and KPS will be restricted from directly or indirectly selling their interests in NewCo without the consent of the other party (i.e. a lock-up period) until the fourth anniversary of Completion (for KPS) and the eighth anniversary of Completion (for Tate & Lyle). KPS also has the right to initiate an IPO of NewCo from the fourth anniversary of Completion.
- If KPS exits the joint venture at any point after its lock-up period, KPS will have the right to exercise a “drag-along” right in respect of all of Tate & Lyle’s interest, which will require Tate & Lyle to sell its interest at the sale price that KPS has agreed to sell at. If KPS does not exercise this drag-along right, Tate & Lyle will have a “tag-along” right which will allow Tate & Lyle to elect to join in the sale and sell its interest at the sale price that KPS has agreed to sell at. KPS will also have a similar tag-along right if Tate & Lyle exits the joint venture after its lock-up period.

Long Term Agreements and Transitional Services Agreements

Whilst the NewCo Group will be capable of separate operation following Completion of the Transaction, NewCo will be a key supplier to Tate & Lyle (and vice versa) and various arrangements have been established to achieve supply security and economic protection over key products between Tate & Lyle and NewCo. In particular:

- *Supply Agreement:* NewCo will continue to manufacture at its facilities and supply certain F&BS Products to Tate & Lyle from Completion pursuant to the terms of the Supply Agreement and the Tolling Agreement, which include the following key terms:
 - neither party has rights to terminate the agreement (other than for breach) in the initial 20-year term;
 - NewCo will not manufacture F&BS Products or similar products for itself or any other third party, without the consent of Tate & Lyle;
 - the charges are a mix of agreed unit pricing plus cost pass through; and
 - Tate & Lyle will forecast the volume of products it wishes to purchase each year, with financial penalties if it does not order an agreed minimum volume commitment.
- *Reverse Tolling Agreement:* Tate & Lyle will continue to manufacture and supply certain Primary Products to NewCo from its Sagamore facility following Completion pursuant to the terms of a Reverse Tolling Agreement. The terms of the Reverse Tolling Agreement are substantially a mirror of the Supply Agreements.
- *Net Raw Materials Agreement:* NewCo will continue to provide procurement services to Tate & Lyle (including, as needed to manage the procurement and pricing risk of corn and associated co-products) following Completion.

Tate & Lyle and KPS have also agreed a Transitional Services Agreement and a Reverse Transitional Services Agreement, which will govern the provision of certain services between Tate & Lyle and NewCo for a transitional period following Completion and a number of other agreements which are summarised in Part III (*Summary of the Principal Terms of the Transaction Agreements*) of this document.

5 Financial Effects of the Transaction

On Completion, Tate & Lyle expects to receive net cash proceeds of approximately US\$1.2bn after customary adjustments and transaction costs. This excludes certain separation costs to be incurred up to Completion and estimated tax payable on the Transaction, together currently expected to be not more than US\$130m.

Shareholders’ attention is drawn to Part V (*Unaudited Pro Forma Financial Information on the T&L Retained Group*) of this document, Section A of which contains the unaudited pro forma net assets statement of the T&L Retained Group prepared on the basis that the Transaction completed on 31 March 2021.

Given KPS will have 50.1% of the voting rights in NewCo, majority board voting rights and operational control, Tate & Lyle will no longer unilaterally control the business that will comprise NewCo and therefore will cease to consolidate the NewCo Business in its financial statements on Completion. As described in further detail below, the NewCo Business is now classified as held for sale and is required to be classified as a discontinued operation in Tate & Lyle's results, including its results for the six months ending 30 September 2021. Comparative financial information will also be restated in Tate & Lyle's results for the six months ending 30 September 2021 and the year ending 31 March 2022, for classification of discontinued operations (but not for classification as held for sale). Tate & Lyle will equity account for its 49.9% interest in NewCo as a joint venture following Completion. Following Completion, NewCo will be a related party of the Tate & Lyle Group for the purposes of the Disclosure Guidance and Transparency Rules, but not for the purpose of the Listing Rules. In addition, the Purchaser will not be a related party of the Tate & Lyle Group for either purpose.

On 27 May 2021, Tate & Lyle announced its full year results (for the year ended 31 March 2021). In that announcement, Tate & Lyle included the following statement on its outlook expectations for the following financial year (being the financial year ended 31 March 2022):

"For the year ending 31 March 2022, despite the continuing impact of the Covid-19 pandemic, we expect:

- *Food & Beverage Solutions to deliver another year of progress*
- *Sucralose to see further modest pricing pressure*
- *In Primary Products, Sweeteners and Starches to return to growth as out-of-home consumption recovers, and Commodities profits to be significantly lower*
- *Deliver further productivity benefits.*

With overall positive momentum, we expect growth in Group adjusted operating profit before Commodities to be in the mid-single digit range in constant currency.

Reflecting significantly lower Commodities profits and an increase in the adjusted effective tax rate, Group adjusted diluted earnings per share are expected to be lower than the prior year in constant currency."

This statement constituted a profit forecast for Tate & Lyle for the purposes of the Listing Rules and the Prospectus Regulation. However, in light of the proposed Transaction, the Directors believe that this statement has ceased to be valid, for the following reasons:

- (i) the statement was made many weeks before the terms of the Transaction were finalised and at a time when the impact of the Transaction could not be taken into account. In addition, the statement was made in order to update the market in relation to the prospects of the Tate & Lyle Group as a whole (including the NewCo Business), including with respect to the expected impact of the Covid-19 pandemic. It was therefore not possible for the statement to take into contemplation the impact of the Transaction nor its impact on the Tate & Lyle Group, nor was this the intention of Tate & Lyle when making the statement;
- (ii) the Transaction will have a material impact on the Tate & Lyle Group and result in the financial composition of the T&L Retained Group being materially different to that of the current Tate & Lyle Group, such that it is not capable of being assessed on a comparable basis to that on which the statement was based, in particular because:
 - (a) Completion will result in the deconsolidation of the vast majority of the Tate & Lyle Group's current Primary Products business. If Completion occurs prior to the end of the financial year ending 31 March 2022 (which is Tate & Lyle's current expectation), the anticipated forecasts of Tate & Lyle for the remainder of the period covered by the profit forecast included in the statement will not be relevant nor accurate;
 - (b) upon entering into the Transaction, Tate & Lyle had to reclassify the assets and liabilities of the NewCo Business as "held-for-sale". As a result, Tate & Lyle was required to stop recording depreciation on these assets and no longer equity account for its share of income for its interests in Almex and Bio-PDO. In addition, because of the size of the NewCo Business relative to the Tate & Lyle Group, the NewCo Business is required to be classified as a "discontinued operation" for the period up until Completion, which will require the current year profit and loss items to be disclosed separately from continuing operations of the Tate & Lyle Group and for a restatement to be made of the associated comparative financial information; and

- (c) as a result of the above, the principal earnings measures of profit and loss included in the statutory financial statements for the Tate & Lyle Group for the year ended 31 March 2022 will not be reconcilable to the profit forecast included in statement, irrespective of whether Completion occurs before or after 31 March 2022; and
- (iii) the Transaction is expected to re-position Tate & Lyle as a growth-focused global speciality F&BS business. The T&L Retained Group will need to consider the best use for the sale proceeds resulting from the Transaction to support the delivery of this strategy whilst delivering value for Tate & Lyle shareholders. This is expected to include a return of approximately £500m to Ordinary Shareholders after Completion, while the remaining proceeds are expected to be retained to strengthen Tate & Lyle's balance sheet and thereby provide flexibility for investment in organic or inorganic growth opportunities to support its new strategy.

For the reasons set out above, the Directors do not consider the statement to represent information necessary for Shareholders (nor relevant to them) in order to make an informed decision as to how to vote at the General Meeting as it would not accurately represent the performance of the T&L Retained Group following Completion.

6 Use of Proceeds and Tate & Lyle's Proposed Dividend Policy and Share Consolidation following Completion

Subject to customary adjustments and transaction costs, on Completion Tate & Lyle expects to receive net cash proceeds of approximately US\$1.2bn (excluding certain separation costs and tax), of which it intends to return approximately £500m to Ordinary Shareholders after Completion by way of a special dividend, with an associated share consolidation.

Tate & Lyle will retain the remaining net proceeds to further strengthen its balance sheet and is targeting a net leverage position close to zero post Completion and thereby provide capacity to accelerate investment in the growth of its retained F&BS business. Looking ahead, Tate & Lyle intends to continue to maintain a strong balance sheet with leverage at levels consistent with investment grade credit metrics.

In order to maintain the comparability of the Company's share price and per-share metrics before and after the return of proceeds, Tate & Lyle intends to undertake a share consolidation in conjunction with the intended special dividend. While after any share consolidation each Shareholder will hold fewer Tate & Lyle shares, subject to fractional entitlements, Shareholders will own the same proportion of the total number of shares in issue, and their proportionate ownership of Tate & Lyle will be the same before and after any share consolidation. It is expected that the special dividend and associated share consolidation will happen after Completion, at which time a separate general meeting will be convened to seek shareholder approval of the special dividend and associated share consolidation.

The Transaction repositions Tate & Lyle as a growth-focused speciality F&BS business and the Board continues to recognise the importance of the dividend to total shareholder returns. Consistent with the sale of a controlling stake in NewCo, it is intended to reduce the dividend to reflect the earnings base of the re-focused Tate & Lyle. The pay-out ratio (excluding any NewCo earnings) is expected to be maintained and the dividend per share reduced by around 50%, before the impact of the share consolidation. Following payment of the intended special dividend and associated share consolidation, it is intended that a progressive dividend policy will be maintained.

Completion of the Transaction is expected on or before 31 March 2022 and, therefore, it is expected that the interim dividend for the 2022 financial year will be paid as usual, with the full year dividend for the 2022 financial year then being re-based.

7 Recent Trends and Prospects

On 27 May 2021, Tate & Lyle published its full year results for the year ended 31 March 2021. These results included the following summary of the significant trends in the financial performance of the Tate & Lyle Group:

- Revenue of £2,807 million was 1% higher in constant currency despite the challenges of the Covid-19 pandemic. In Food & Beverage Solutions revenue was 6% higher in constant currency, with stronger customer demand for ingredients used in packaged and shelf-stable foods for consumption in-home more than offsetting reduced demand for ingredients used in food and drink consumed out-of-home. Trends for healthier food and drink supported growth in new business and innovation. In Primary Products, revenue decreased by 2% in constant currency, with volume lower reflecting the impact of the Covid-19 pandemic, mitigated by improved mix and higher Commodities revenue where co-product prices were higher.

- Tate & Lyle Group adjusted profit before tax of £335 million was 6% higher in constant currency. Food & Beverage Solutions adjusted operating profit was 12% higher reflecting good operational performance and strong cost discipline, and Sucralose adjusted operating profit was 9% lower reflecting de-leverage from lower revenue and one-off production costs. Primary Products adjusted operating profit was 5% higher in constant currency benefiting from actions to reduce costs, especially in operations, productivity benefits and higher Commodities profits.
- Tate & Lyle Group statutory profit before tax of £283 million was 4% lower reflecting exceptional charges of £42 million (2020: £24 million), principally reflecting £20 million of restructuring charges associated with the simplification and productivity programme and £19 million of costs related to work performed in relation to the Transaction.
- Net debt of £417 million was £34 million lower than the prior year.

Consumer demand for healthier food and drink, such as products with reduced sugar, cleaner labels and added fibre, continues to grow. This trend has been accelerated by the global Covid-19 pandemic as consumer awareness has heightened the importance of a healthier diet and lifestyle. Food & Beverage Solutions, with its leading capabilities in sweetening, mouthfeel and fortification, is well-placed to capitalise on this trend. Sucralose continues to be a key ingredient to reduce sugar in food and drink, although industry capacity remains ahead of global demand. In Primary Products (predominantly the NewCo Business), consumption continues to rebuild as the recovery from the Covid-19 pandemic continues, while market conditions for Commodities are not expected to be as favourable as in the year ended 31 March 2021. Prices for US corn have moved significantly during the 2021 calendar year, and the Tate & Lyle Group continues to mitigate this through its hedging strategy, use of tolling contracts and the ability to pass-through costs to customers.

In light of these trends, for the year ending 31 March 2022, despite the continuing impact of the Covid-19 pandemic, we have seen a good start to the year and continue to expect:

- Food & Beverage Solutions to deliver another year of progress;
- Sucralose to see further modest pricing pressure;
- in Primary Products, Sweeteners and Starches to return to growth as out-of-home consumption recovers and Commodities profits to be significantly lower; and
- further productivity benefits.

A further update on the current trading of the Tate & Lyle Group will be provided in the interim results for the six months ending 30 September 2021 to be reported on 4 November 2021.

8 Tate & Lyle's Remuneration Arrangements

Ordinary Shareholders are being asked to approve an amendment to the Company's current remuneration policy. The current policy was approved by a majority of Ordinary Shareholders in July 2020 and a copy can be found on pages 115 to 120 of the 2020 Annual Report and Accounts, which are incorporated by reference into this document.

The proposed change is to enable the Remuneration Committee to set performance requirements for the vesting of awards under the long term incentive performance share plan ("PSP") which are not restricted to financial performance conditions (as described under the current policy) but, following good corporate governance, also including those linked to environmental, social and governance ("ESG") metrics. The Company is consulting with major shareholders to explain its intended approach.

Under the amended policy for awards granted under the PSP it is proposed to continue to set demanding financial performance requirements based on a mixture of the following metrics: organic revenue growth, return on capital employed ("ROCE"), relative total shareholder return ("TSR"), as well as ESG metrics. The weighting of the ESG element will not exceed 20% of the award. Details of the performance conditions will be set out in the remuneration report in the report and accounts in the normal way.

The Remuneration Committee believes that these conditions are appropriate and aligned to Tate & Lyle's strategy to re-position itself as a growth-focused global speciality business delivering increased value for all our stakeholders.

To avoid the risk that formulaic outcomes are inconsistent with the underlying performance of the business, the Remuneration Committee will continue to have regard to the underlying performance of the Company. A performance period of at least three financial years commencing with the financial year in which the award is made will continue to be used as well as a two-year post-vesting holding period – so awards to executive directors have a five-year horizon.

The specific changes to the current policy are set out in the second resolution to the Notice of General Meeting included in this document.

The amended policy described in this document will continue until a subsequent new policy is approved by a majority of Ordinary Shareholders.

9 General Meeting

Completion is conditional upon, amongst other things, Ordinary Shareholders' approval being obtained at the General Meeting.

Accordingly, you will find set out at the end of this document a Notice convening a General Meeting to be held at Hilton London Heathrow Airport T4, Terminal 4, Hounslow, TW6 3AF, GB at 10.30 a.m. on 30 September 2021 at which the Resolutions to approve the Transaction and to approve the proposed amendments to the Company's current remuneration policy described in paragraph 8 above will be proposed.

The Resolutions will be proposed as ordinary resolutions requiring a majority of votes in favour. The Transaction will not become effective until the resolution to approve the Transaction is passed but is not conditional on approval of the resolution to approve the proposed amendments to the Company's current remuneration policy.

Holders of Ordinary Shares (including those underlying ADRs) are entitled to vote on both of the Resolutions at the General Meeting. Holders of Preference Shares are not entitled to vote at the General Meeting.

The Resolutions will be decided on a poll. The Board believes that a poll is more representative of Ordinary Shareholders' voting intentions because Ordinary Shareholders' votes are counted according to the number of shares held and all votes tendered are taken into account. The results of the General Meeting will be published on the Company's website (www.tateandlyle.com) and will be released to the London Stock Exchange as soon as practicable following the conclusion of the General Meeting.

10 Action to be Taken

10.1 Ordinary Shareholders

For Ordinary Shareholders who received this document in the post, a Form of Proxy for use in connection with the Resolutions to be proposed at the General Meeting is enclosed. For Ordinary Shareholders who downloaded this document from www.tateandlyle.com, the Form of Proxy can be found on that website. Whether or not Ordinary Shareholders intend to be present at the General Meeting, they are requested to complete the Form of Proxy in accordance with the instructions printed on it and return it as soon as possible and in any case so as to be received by the Company's registrars, Equiniti at Freepost RTHJ-CLLL-KBKU, Equiniti Limited, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA no later than 10.30 a.m. on 28 September 2021.

Alternatively, Ordinary Shareholders may wish to register their proxy vote online by going to Equiniti's website, www.sharevote.co.uk and following the instructions. Ordinary Shareholders will require their Shareholder Reference Number, Voting ID and Task ID printed on the Form of Proxy to complete the procedure. If Ordinary Shareholders have already registered with Equiniti's online portfolio service, Shareview, they can appoint a proxy electronically by logging on to their portfolio at www.shareview.co.uk and clicking on the link to vote.

If you are an Ordinary Shareholder that holds your Ordinary Shares in CREST, you may appoint a proxy by completing and transmitting a CREST proxy instruction form so that it is received by Equiniti (under CREST participant ID RA19) by no later than 10.30 a.m. on 28 September 2021. The time of receipt will be taken to be the time from which Equiniti is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST.

The completion and return of a Form of Proxy, registration of an online proxy appointment or completion and transmission of a CREST proxy instruction will not prevent an Ordinary Shareholder from attending the General Meeting and voting in person if you wish to do so.

10.2 CSN Holders

For CSN Holders who received this document in the post, a Form of Instruction for use in connection with the Resolutions to be proposed at the General Meeting is enclosed. For CSN Holders who downloaded this document from www.tateandlyle.com, a Form of Instruction can be

found on that website. CSN Holders are requested to complete the Form of Instruction in accordance with the instructions printed on it and return it as soon as possible and in any case so as to be received by Equiniti at Freepost RTHJ-CLLL-KBKU, Equiniti Limited, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA no later than 10.30 a.m. on 27 September 2021.

Alternatively, CSN Holders may wish to register their voting instructions online by going to Equiniti's website, www.sharevote.co.uk and following the instructions. CSN Holders will require their Shareholder Reference Number, Voting ID and Task ID printed on the Form of Instruction to complete the procedure. If CSN Holders have already registered with Equiniti's online portfolio service, Shareview, they can submit their voting instructions electronically by logging on to their portfolio at www.shareview.co.uk and clicking on the link to vote.

10.3 ADR Holders

If you are an ADR Holder, you will receive an ADR Proxy Card for use in connection with the Resolutions to be proposed at the General Meeting from the Depositary. In order for ADR Holders to vote on the Resolutions to be proposed at the General Meeting, the ADR Proxy Card must be returned to the Depositary so as to be received by no later than 10 a.m. (New York time) on 24 September 2021.

11 Further Information

Your attention is drawn to the further information contained in Parts II (*Risk Factors*) to VI (*Additional Information*) of this document. Shareholders should read the whole of this document and not rely solely on information summarised in this letter.

12 Financial advice

The Board has received financial advice from Citigroup, Ondra, Greenhill and BofA Securities. In providing advice to the Board, Citigroup, Ondra, Greenhill and BofA Securities have relied on the Board's commercial assessment of the Transaction.

13 Recommendation

The Board considers the Transaction to be in the best interests of the Company and the Shareholders as a whole.

The Board unanimously recommends that Ordinary Shareholders vote in favour of the Resolutions, as the Directors intend to do so in respect of their own beneficial holdings, insofar as they are able to control or direct the exercise of voting rights attaching to the relevant Ordinary Shares, which in aggregate amount to 699,604 Ordinary Shares, representing approximately 0.14933% of the Company's existing issued ordinary share capital at the Latest Practicable Date.

Yours faithfully

Dr Gerry Murphy
Chairman

PART II

RISK FACTORS

In addition to the other information contained in, or incorporated by reference into, this document, the following risk factors should be considered carefully prior to making any decision as to whether or not to vote for the proposed Transaction. The proposed Transaction may give rise to certain risks which, if they occur, may have a material adverse effect on the reputation, business, financial condition, results of operations and future prospects of the T&L Retained Group. If any of the following risks were to materialise, the reputation, business, financial condition, results of operations and future prospects of the T&L Retained Group could be materially adversely affected and the value of the Ordinary Shares could decline and Shareholders could lose all or part of their investment in those Ordinary Shares.

The Directors consider the following to be the material risk factors related to the Transaction, the material new risk factors to the Company as a result of the Transaction and the existing material risk factors to the Company which will be affected by the Transaction, as well as the material risks to the Tate & Lyle Group if the Transaction were not to proceed. These risks do not purport to be a comprehensive list of all potential risks in relation to the Transaction and do not include additional risks relating to the Transaction that are not presently known to the Directors, or which the Directors deem immaterial in the context of the Transaction. The risks described in this Part II are based on information known at the date of this document but may not be the only risks to which the Tate & Lyle Group is or the T&L Retained Group might be exposed. Additional risks and uncertainties, which are currently unknown to the Company or that the Company does not currently consider to be material, may adversely affect the business of the T&L Retained Group and could have material adverse effects on the reputation, business, financial condition, results of operations and future prospects of the T&L Retained Group.

Shareholders should read this document as a whole and not rely solely on the information set out in this section.

1 Risks relating to the Transaction not coming into effect

Completion is subject to the satisfaction or waiver (where applicable) of, among others, the following conditions: (i) the approval of the Ordinary Shareholders at the General Meeting; (ii) obtaining certain Antitrust Clearances in respect of the Transaction; (iii) the completion of the Reorganisation; and (iv) the IT Separation Condition.

There can be no assurance that any or all of the Conditions will be satisfied or waived (where applicable), or that Completion will be achieved by the Long Stop Date of 12 July 2022 (or such later date as the Company and KPS may agree in writing) or at all. If the Transaction fails to complete, any of the risks and uncertainties set out in this paragraph 1 could have a material impact on the reputation, business, financial condition, results of operation and future prospects of the Tate & Lyle Group.

If the Transaction does not proceed, the following risks and uncertainties may affect the Tate & Lyle Group's business and results of operations.

1.1 There can be no assurance as to equal value being realised if the Transaction does not complete

The Board believes that the Transaction is in the best interests of the Tate & Lyle Group and Shareholders as a whole, and that it currently provides the best opportunity to realise an attractive and certain value for a controlling interest in its Primary Products business, whilst retaining an interest in a standalone NewCo offering the potential for an ongoing cash dividend stream and for further value realisation in the future. If the Transaction does not complete, the value of the NewCo Business to the Tate & Lyle Group may be lower than can be realised through the Transaction. This could result in the financial position of the Tate & Lyle Group being materially different to the position it would be in if the Transaction completed and Tate & Lyle's ability to deliver value to Shareholders may be delayed or prejudiced.

1.2 Inability to return Transaction proceeds to Shareholders and decrease leverage of the Tate & Lyle Group in order to fund future growth

The Board intends to return approximately £500m (US\$0.7bn) of the net proceeds of the Transaction to Ordinary Shareholders by way of a special dividend, with an associated

share consolidation. The balance will be retained to further strengthen Tate & Lyle's balance sheet and thereby provide capacity to accelerate investment in the growth of its retained F&BS business. If the Transaction does not complete, the Company will not receive any proceeds in respect of the Transaction and will not be able to return any balance of proceeds to Shareholders. In addition, if the Transaction does not complete, the Company may not be able to decrease its net leverage position to close to zero on the same timescale which may reduce its flexibility to fund future growth.

1.3 There can be no assurance of a future sale, joint venture or other transaction involving the NewCo Business if the Transaction does not proceed

The Board has determined that the Transaction is in the best interests of the Company and Shareholders as a whole and believes that it will strengthen Tate & Lyle's position as a leading global food and beverage solutions business focussed on faster-growing speciality markets and improves the prospects for the Tate & Lyle Group in the medium to long-term. If the Transaction does not complete, there is no assurance that the Tate & Lyle Group would be able to dispose of all or part of its interest in the NewCo Business at a later date. In particular, there is no guarantee that the valuation achieved under the Share Purchase Agreement would be available in any future attempted transaction involving the NewCo Business.

1.4 Payment of cost cover amounts if the resolution to approve the Transaction is not passed by the Ordinary Shareholders at the General Meeting

If the Board changes its recommendation to Ordinary Shareholders to vote in favour of the Transaction and the resolution to approve the Transaction is not passed by the Ordinary Shareholders at the General Meeting (or any adjournment or postponement thereof) and KPS terminates the Share Purchase Agreement, the Company would be required to pay KPS an amount equal to the aggregate of all external fees, costs and expenses reasonably and properly incurred by KPS in connection with the Transaction, subject to a cap of US\$18m.

2 Risks relating to the Transaction

2.1 Not realising the benefits of the Transaction

The Board believes that the Transaction is in the best interests of the Company and Shareholders as a whole, and is justified by the benefits that the Board expects the Transaction will bring to the Company and its Shareholders and other stakeholders. However, there can be no guarantee that the expected benefits of the Transaction for Tate & Lyle will materialise in full or in part, or in a timely manner. To the extent that the anticipated benefits of the Transaction are not achieved, or take longer than expected to achieve, this may have a material adverse effect on the reputation, business, financial condition, results of operations and future prospects of the T&L Retained Group and may adversely affect the Company's share price.

2.2 Risks for the T&L Retained Group relating to the separation of the NewCo Business from the Tate & Lyle Group

The T&L Retained Group business and the NewCo Business are currently operated by the Tate & Lyle Group on an integrated basis. Although the Company has spent a considerable amount of time and resources developing detailed plans for the separation of the two businesses and the transitional services that will be required following Completion, and has a dedicated and experienced multi-function internal and external team focused on such plans and their implementation, the separation is, legally and operationally, complex. Additional costs and management resource may be required to address any issues arising from the separation, to ensure compliance with legal or regulatory requirements, to address customer or supplier related issues, to implement the separation of IT systems, to address any other operational issues or other adverse impact on the existing operations on the Tate & Lyle Group's business (including in relation to business continuity), or to respond to external factors that are not within the control of the Tate & Lyle Group which impact on the separation. Any such additional costs (and management resources) could materially adversely affect the reputation, business, financial condition, results of operations and future prospects of the T&L Retained Group.

2.3 Reduction in manufacturing capabilities and capacity

As part of the Transaction, Tate & Lyle will transfer ownership of its manufacturing plants at Decatur, Lafayette, Loudon, Dayton, Duluth and Santa Rosa (the “NewCo Plants”) to the NewCo Group. While Tate & Lyle will retain control of manufacturing facilities that generated 75% of F&BS division revenue in the year ended 31 March 2021, Tate & Lyle will outsource a meaningful portion of its manufacturing requirements to NewCo pursuant to the terms of the Net Raw Materials Agreement, the Supply Agreement and the Tolling Agreement.

While the Long Term Agreements contain service levels that must be met and the NewCo Plants will also continue to be operated by the same management teams currently responsible for their day-to-day operation, the loss of ownership and control of certain F&BS manufacturing capabilities at the NewCo Plants creates certain risks for the T&L Retained Group. From Completion, the continued operation of part of the T&L Retained Group’s business will be partially reliant on the NewCo Group performing its obligations under the Long Term Agreements. While the Company has invested a considerable amount of time, resources and thought to the terms of the Long Term Agreements and how they will operate, there are inherent risks associated with the separation of manufacturing capacity under the Long Term Agreements. While the Long Term Agreements will seek to preserve many of Tate & Lyle’s current working practices, unexpected challenges (including in relation to business continuity) and/or costs may arise as a result of formalising in the Long Term Agreements processes which currently happen on an intra-group basis (with the inherent flexibility that this brings).

Some of the additional risks that may arise in relation to the Long Term Agreements, including as a result of any failure by the NewCo Group to perform its obligations thereunder, are outlined in paragraph 3.5 below.

If, following Completion, any or all of these risks materialise, this could interrupt or diminish the T&L Retained Group’s ability to fulfil its obligations under its customer contracts (or otherwise impact business continuity), and could have a material adverse effect on the reputation, business, financial condition, results of operations and future prospects of the T&L Retained Group.

2.4 Loss of key customers

Existing customers of the NewCo Business and/or the T&L Retained Group may decide that it is not in their commercial interests to continue to purchase products from the NewCo Group and/or the T&L Retained Group. This could impact the ability of the NewCo Group and/or the T&L Retained Group to compete, particularly if customers look to re-negotiate terms, or form new relationships or further develop existing relationships with competitors of the NewCo Group and/or the T&L Retained Group, which could have an adverse impact on the trading of the NewCo Group and/or the T&L Retained Group, which could, in turn, materially adversely affect the reputation, business, financial condition, results of operations and future prospects of the T&L Retained Group.

2.5 Loss of key employees

Certain key employees of the Tate & Lyle Group will transfer to the NewCo Group as part of the Transaction. The success of the T&L Retained Group is dependent on recruiting, retaining and developing highly skilled, competent employees at all levels of the business. If, following Completion, the T&L Retained Group fails to recruit and, notwithstanding the retention arrangements that it has put in place, retain sufficient personnel of the right calibre, this could materially adversely affect the reputation, business, financial condition, results of operations and future prospects of the T&L Retained Group.

2.6 Warranties and indemnities in the Share Purchase Agreement

The Share Purchase Agreement contains certain customary warranties and indemnities in favour of KPS in relation to the NewCo Business and NewCo. While the T&L Retained Group’s liability for a breach of the Business Warranties is capped at US\$1, with KPS having recourse only under a warranty and indemnity insurance policy, Tate & Lyle has agreed to indemnify KPS for a limited number of known issues within the NewCo Business subject to individual caps on certain such indemnities, with the highest of such caps being US\$50m, and certain time limitations. In addition, the T&L Retained Group’s

liability for the aggregate of all claims under the Share Purchase Agreement, the Tax Indemnity and the Reorganisation Documents (including all claims for breach of the specific indemnities referred to above) is subject to an overall aggregate cap of the Purchase Price. The T&L Retained Group could therefore incur losses which could materially adversely affect the reputation, business, financial condition, results of operations and future prospects of the T&L Retained Group.

2.7 Potentially disruptive effect on the Tate & Lyle Group

The Tate & Lyle Group has committed significant time and resources to the Transaction and will continue to do so until Completion. Given the length of time from announcement of the Transaction to Completion, this could lead to management and employee distraction as the attention of key personnel is focused on the delivery of the Transaction or due to perceived uncertainty as regards the future of the Primary Products business or their roles within the business. As a result, this could cause disruption to the operational and strategic progress of the Tate & Lyle Group (including in relation to business continuity), and other business opportunities may be missed or insufficiently executed and may not be rectifiable if the Transaction does not complete.

If the Company fails to manage these risks effectively, this could materially adversely affect the reputation, business, financial condition, results of operations and future prospects of the T&L Retained Group.

3 Risks relating to the T&L Retained Group

3.1 The T&L Retained Group may not realise the expected benefits of an ongoing interest in NewCo

The Board believes that Tate & Lyle's continued ownership of 49.9% of NewCo will enable it to benefit from potential value creation in NewCo in the future. It is expected that NewCo will generate significant and steady free cash flow supporting its ability to pay dividends over time to Tate & Lyle and KPS.

However, the NewCo Business might not perform as expected and might generate less cash flow, resulting in a reduced ability to pay dividends (if any) to Tate & Lyle over time. In such circumstances, Tate & Lyle may not fully achieve the expected benefits from its continued ownership of its stake in NewCo and/or such benefits may take longer to realise than anticipated. KPS will have operational control of NewCo and, although Tate & Lyle will have the ongoing ability to influence NewCo, Tate & Lyle will not be able to unilaterally control how NewCo and/or KPS reacts to any challenges in the NewCo Business. To the extent that Tate & Lyle achieves reduced benefits or no benefits from its continuing investment in NewCo, the T&L Retained Group may realise reduced value from such continued investment.

3.2 Tate & Lyle's product portfolio will be less diversified following Completion and will be more dependent on its retained business

Following Completion, Tate & Lyle's product portfolio will be smaller and less diversified than the current Tate & Lyle Group, and its overall financial performance will have greater dependence on the F&BS business. Consequently, following Completion any risks and uncertainties to which the F&BS business is exposed and any failures by Tate & Lyle to grow the F&BS business will have a proportionately greater impact on the financial condition of the T&L Retained Group and the potential to create a greater risk of share price volatility for the Company.

3.3 Risks for Tate & Lyle in relation to no longer having unilateral control of the NewCo Group

Following Completion, the Tate & Lyle Group's 49.9% interest in the NewCo Group will represent a significant ongoing investment.

Notwithstanding the size of Tate & Lyle's ongoing investment in the NewCo Group, it will no longer unilaterally control the NewCo Business. Under the terms of the Joint Venture Agreement, KPS will have the right to appoint a majority of the directors to the board of NewCo and, subject to the reserved matters listed in the Joint Venture Agreement (which are in respect of certain issues relating to the pursuit of the strategic objectives of the NewCo Group and require Tate & Lyle's agreement), KPS will have a controlling

vote in relation to matters for which only a simple majority of the board of NewCo is required. As such, Tate & Lyle may be unable to prevent NewCo from taking certain actions that Tate & Lyle may not otherwise choose to had it retained unilateral control and Tate & Lyle will have reduced control over the cash flow from the NewCo Group to the T&L Retained Group. In addition, although neither Tate & Lyle nor KPS are under any obligation to provide additional funding to the NewCo Group, if the NewCo Group requires additional funding, Tate & Lyle and/or KPS may desire to provide such funding in order to preserve the size of their investment in NewCo.

KPS may have economic or business interests or goals that are inconsistent with those of Tate & Lyle which may adversely affect the success of the NewCo Group and Tate & Lyle's ability to realise returns from the NewCo Group. There is a risk that, in the future, a conflict of interest develops between the T&L Retained Group and the NewCo Group.

The reputation of the T&L Retained Group may also be affected by any material damage to the business reputation of KPS, which is not within the control of Tate & Lyle. Should any of the risks described above eventuate, it may also increase the materiality of the effect of any disruption to the Tate & Lyle Group as referred to in paragraph 2.7 above.

In addition, the value of Tate & Lyle's shareholding in NewCo could be adversely impacted by strategic decisions taken by KPS or the NewCo Group's management which are outside the control of Tate & Lyle.

3.4 Risks for Tate & Lyle in relation to its ability to sell its remaining stake in the NewCo Group

Circumstances may arise whereby the T&L Retained Group is required by the Purchaser to sell its remaining stake in NewCo, or the T&L Retained Group wishes to sell its remaining stake in NewCo but is unable to do so.

The Joint Venture Agreement provides that if, after the fourth anniversary of Completion, KPS agrees to sell its entire stake in NewCo to a third party, KPS will have a "drag-along" right, which will allow KPS to require Tate & Lyle to sell its entire stake to that third party on no less favourable terms and conditions than those offered to KPS by such third party (meaning that if KPS exercises this "drag-along" right, Tate & Lyle will not have any discretion over whether to sell its interests in NewCo and Tate & Lyle shareholders will not have an opportunity to vote on any such sale). If KPS does not exercise this drag-along right, Tate & Lyle can elect to exercise a "tag-along" right, which will allow Tate & Lyle to join in the sale and sell its stake to the third party on no less favourable terms and conditions than those offered to KPS by such third party.

In addition, after the fourth anniversary of Completion, KPS may direct that an initial public offering of NewCo be initiated. At the time of any such sale or initial public offering, KPS may have interests which are not aligned with, or may conflict with, those of Tate & Lyle, and Tate & Lyle would not have control over any such process (save that in the case of an IPO, Tate & Lyle will have a consent right in respect of any IPO structure that would have a material, adverse and disproportionate tax consequence on Tate & Lyle as compared to KPS).

The Joint Venture Agreement also provides that if the entity holding Tate & Lyle's interest in NewCo is sold without the consent of KPS, subject to certain exceptions KPS will have a call option or right to find (within 12 months) a buyer for Tate & Lyle's interest in NewCo to be acquired at open market value determined by the parties or the average of the valuations produced by two independent valuers (any such acquisition from Tate & Lyle not being subject to shareholder approval, regardless of the sale price). This right is not triggered by a change of control of Tate & Lyle or KPS.

As a result, the terms of any such third party sale or initial public offering, including the timing, structure, pricing and other terms and conditions of the exit, may result in a misalignment of interests or conflict between the interests of Tate & Lyle and of KPS and could therefore limit Tate & Lyle's ability to achieve an exit from NewCo on terms which are in the best interests of Tate & Lyle and which could adversely affect the financial condition of the T&L Retained Group and adversely affect the Company's share price.

The Joint Venture Agreement also provides that until the eighth anniversary of Completion, Tate & Lyle cannot agree to sell its entire stake in NewCo without the

consent of KPS (other than pursuant to the drag-along or tag-along rights referred to above). Furthermore, KPS will have a similar “tag-along” right to the “tag-along” right Tate & Lyle has and described above if Tate & Lyle exits the joint venture after its lock-up period. This could therefore limit Tate & Lyle’s ability to achieve an exit from NewCo at a time and at a price it wishes to do so and this could adversely affect the financial or commercial position of the T&L Retained Group and adversely affect the Company’s share price.

3.5 Risks relating to the Long Term Agreements

At Completion, the T&L Retained Group and the NewCo Group will enter into Long Term Agreements which provide for the ongoing manufacture and supply of products between the T&L Retained Group and the NewCo Group. The most material arrangements are the Supply Agreement and the Tolling Agreement which provide for the ongoing manufacture and supply of products between the T&L Retained Group and the NewCo Group. Although Tate & Lyle will retain control of manufacturing facilities that generated 75% of the F&BS division’s revenue in the year ended 31 March 2021, the T&L Retained Group will, pursuant to the Transaction, outsource a meaningful portion of its manufacturing capability to the NewCo Group.

The Long Term Agreements will create new risks for the T&L Retained Group, including but not limited to the principal risks described in the paragraphs below. If any, or a combination of, these new risks materialise, the benefits anticipated by the Company to result from the Long Term Agreements may not be achieved as expected, or at all, and could materially adversely affect the reputation, business, financial condition, results of operations and future prospects of the T&L Retained Group.

The T&L Retained Group will be partly dependent on the NewCo Group to deliver certain F&BS Products to quality and volume criteria

Following Completion, the T&L Retained Group will be partly dependent on the NewCo Group to deliver certain F&BS Products to the quality and volume criteria provided in the Supply Agreement and the Tolling Agreement. While the Supply Agreement and the Tolling Agreement impose obligations on the NewCo Group in relation to the standards to which the F&BS Products must be manufactured and the minimum level of manufacturing capacity that the NewCo Group is obliged to maintain (including agreed service levels), the T&L Retained Group will have less direct control over the manufacturing process than the Tate & Lyle Group currently has where it manufactures the F&BS Products itself. If the NewCo Group fails to deliver the F&BS Products in accordance with the terms of the Supply Agreement and/or the Tolling Agreement, this could impact the T&L Retained Group’s ability to meet customer demand and fulfil its obligations under its customer contracts. This could, in turn, impact the T&L Retained Group’s customer relationships and potentially result in the loss of customers, which could materially adversely affect the reputation, business, financial condition, results of operations and future prospects of the T&L Retained Group.

In addition, the Long Term Agreements between the T&L Retained Group and the NewCo Group will operate on an arm’s length basis which will provide less flexibility for the T&L Retained Group to respond to unexpected changes to its forecasted manufacturing needs throughout each year. Any material changes to the T&L Retained Group’s forecasted requirements will need to be agreed with the NewCo Group and any failure to manage these needs could materially adversely affect the reputation, business, financial condition, results of operations and future prospects of the T&L Retained Group.

The T&L Retained Group has limited ability to terminate the Long Term Agreements and move to an alternative manufacturer or supplier

The Long Term Agreements each have an initial term of 20 years. However, there is a risk that in the medium to long term, market conditions may change such that the commercial terms of the Long Term Agreements become unfavourable to the T&L Retained Group when compared against the terms offered by other manufacturers in the market. The T&L Retained Group does not have any rights to terminate the Long Term Agreements for convenience, except where the NewCo Group is in breach of its contractual obligations or where termination is mutually agreed by the parties. The T&L Retained Group also has minimum volume commitments under the Supply Agreement

and the Tolling Agreement, which will restrict its ability to move to another contract manufacturer during the term of the Long Term Agreements. The T&L Retained Group may therefore be unable to move to an alternative manufacturer or supplier in circumstances in which it would otherwise be in its commercial interests to do so, which could materially adversely affect the business, financial condition, results of operations and future prospects of the T&L Retained Group.

If the Supply Agreement and/or the Tolling Agreement are terminated, obtaining replacement agreements with alternative suppliers may be challenging, time consuming and costly

The T&L Retained Group has various rights under the Supply Agreement and the Tolling Agreement to mitigate against the risk of non-performance by the NewCo Group of its obligations, including: (i) audit and information rights to help to identify any performance or solvency issues of the NewCo Group before they materialise; (ii) rights to take control of the manufacturing of F&BS Products and terminate the Supply Agreement and the Tolling Agreement if the NewCo Group materially breaches its obligations; and (iii) the right to require an extended period of exit assistance from the NewCo Group on termination. However, in the event that the Supply Agreement and/or the Tolling Agreement are terminated, there can be no assurance that the T&L Retained Group would be able to obtain replacement agreements with other contract manufacturers on terms that are as favourable as the Supply Agreement and/or the Tolling Agreement (as applicable), or commercially acceptable, in a timely manner or at all. Any termination of the Supply Agreement and/or the Tolling Agreement could therefore materially adversely affect the reputation, business, financial condition, results of operations and future prospects of the T&L Retained Group.

The T&L Retained Group may only procure products from third parties where the NewCo Group does not have sufficient ability to meet the T&L Retained Group's forecasted product demand

Under the terms of the Long Term Agreements, the T&L Retained Group is only able to purchase products from a third party to the extent that the NewCo Group does not have sufficient manufacturing capacity to manufacture the T&L Retained Group's forecast demand and in certain other limited circumstances. The T&L Retained Group may therefore be unable to purchase products from such alternative sources in circumstances in which it would otherwise be in its commercial interests to do so, which could materially adversely affect the reputation, business, financial condition, results of operations and future prospects of the T&L Retained Group.

3.6 The market price of Tate & Lyle shares may go down as well as up

Shareholders should be aware that the value of an investment in Tate & Lyle may go down as well as up and can be volatile. The price at which the Ordinary Shares may be quoted and the price which investors may realise for their Ordinary Shares will be influenced by a large number of factors, some specific to Tate & Lyle and its operations and some which may affect the industry as a whole, other comparable companies or publicly traded companies as a whole. The sentiments of the stock market regarding the Transaction will be one such factor and this, together with other factors including the actual or anticipated fluctuations in the financial performance of the T&L Retained Group and its competitors (or the NewCo Group and its competitors given Tate & Lyle's interest in the NewCo Group), market fluctuations, and legislative or regulatory changes in the industry in which the T&L Retained Group operates, could lead to the market price of Ordinary Shares going up or down.

PART III

SUMMARY OF THE PRINCIPAL TERMS OF THE TRANSACTION AGREEMENTS

The following is a summary of the principal terms of the Transaction Agreements. The Share Purchase Agreement is available for inspection as described in paragraph 14 of Part VI (*Additional Information*) of this document.

Part A – Disposal

1 Share Purchase Agreement

1.1 Parties

The Share Purchase Agreement was entered into on 11 July 2021 between the Purchaser, which is ultimately controlled and owned by KPS, and the Company. The Share Purchase Agreement was subsequently amended and restated on 13 August 2021 to reflect certain non-material clarificatory changes agreed between the parties. Pursuant to the Share Purchase Agreement, the Company has agreed to procure that certain subsidiaries within the T&L Retained Group will sell, and the Purchaser has agreed to purchase, 50.1% of the membership interests in NewCo.

1.2 Purchase Price

The purchase price payable by the Purchaser to the Company is comprised of a base consideration of US\$776,550,000, which is subject to adjustment for the Purchaser's attributable interest in: (i) any cash, intra-group financing receivables and/or payables, debt and working capital in the NewCo Group at Completion; (ii) certain transaction expenses; and (iii) the liabilities associated with the unfunded retiree medical defined benefit pension plan being transferred to NewCo (the "Purchase Price"). In addition, the Purchaser must, immediately following Completion, procure the repayment of specified indebtedness of the NewCo Group to the T&L Retained Group, which is expected to amount to approximately US\$1bn.

1.3 Conditions Precedent

Completion is conditional on the satisfaction or waiver of the following conditions:

- 1.3.1 the passing of the resolution to approve the Transaction at the General Meeting;
- 1.3.2 the completion of the Reorganisation in all material respects in accordance with the Reorganisation Plan (as defined in the Share Purchase Agreement);
- 1.3.3 the completion of an information technology separation to enable each of the T&L Retained Group and the NewCo Group to financially report on a standalone basis from Completion (the "IT Separation Condition");
- 1.3.4 all required filings having been made under the United States Hart-Scott-Rodino Antitrust Improvements Act of 1976 relating to the Transaction and all applicable waiting periods (and any extensions thereof) having expired or been terminated;
- 1.3.5 all relevant Antitrust Clearances having been obtained;
- 1.3.6 the Fundamental Warranties (as defined in the Share Purchase Agreement) remaining true and accurate in all but *de minimis* respects as of the date of Completion;
- 1.3.7 the Company having performed and complied with all covenants and agreements required by the Share Purchase Agreement to be performed or complied with by it on or prior to Completion, other than where such failure to comply would not reasonably be expected to be material in the context of the Transaction or the NewCo Business taken as a whole;
- 1.3.8 the Purchaser having performed and complied with all covenants and agreements required by the Share Purchase Agreement to be performed or complied with by it on or prior to Completion, other than where such failure to comply would not reasonably be expected to be material in the context of the Transaction or the NewCo Business taken as a whole (the "Purchaser Condition"); and

1.3.9 no court or other governmental authority of competent jurisdiction having issued any order and there is no proceeding pending before any court or other governmental authority of competent jurisdiction seeking any order, preventing or materially restraining the consummation of the Transaction,

(together, the “Conditions”).

1.4 Reorganisation

As part of the Reorganisation, the Company will undertake a separation of the Tate & Lyle Group in order to create a standalone group of entities under NewCo which hold the NewCo Business and transfer the F&BS business held by the NewCo Group to the T&L Retained Group. The Company has agreed to use reasonable endeavours to procure the implementation of the Reorganisation in accordance with the Reorganisation Plan prior to the Long Stop Date.

1.5 Exclusivity

The Company has agreed that it will not solicit or induce the making or submission or announcement of, engage in any negotiation or discussion with respect to, or knowingly encourage or facilitate or enter into, any agreement in relation to any proposal relating to any direct or indirect acquisition of all or a material portion of the NewCo Business (other than a Takeover Proposal) (an “Acquisition Proposal”) and will not provide any information relating to the NewCo Business to any person in connection with an Acquisition Proposal. If the Company receives an Acquisition Proposal (or a proposal which could reasonably be expected to lead to an Acquisition Proposal) it shall, amongst other things, promptly notify the Purchaser, provide details to the Purchaser of the material terms and conditions of such Acquisition Proposal and keep the Purchaser reasonably informed of the status and material terms of such Acquisition Proposal. If the Company receives an unsolicited Acquisition Proposal from a bona fide third party it may enter into discussions or negotiations with and provide information concerning the NewCo Business to that third party if the Directors determine in good faith after consultation with outside counsel (if reasonably practicable) that this is required by their fiduciary or statutory duties.

Following the receipt of an Acquisition Proposal, the Board are only entitled to make a Change in Recommendation if: (i) the Company has provided the Purchaser with written notice setting out the material terms and conditions of such Acquisition Proposal and copies of any proposed acquisition agreement and any other proposed agreements that the Directors determined were material to their decision; (ii) if requested by the Purchaser, for a period of three Business Days (as defined in the Share Purchase Agreement) after such request, the Company negotiates in good faith with the Purchaser with respect to any revisions to the terms of the Share Purchase Agreement and other transaction documents proposed by the Purchaser; and (iii) the Purchaser delivers to the Company a notice containing the revisions that the Purchaser is prepared to make to the Share Purchase Agreement in order that such a Change in Recommendation is not required, and following consideration of the revised terms proposed by the Purchaser, the Directors determine in good faith after consultation with outside counsel (if reasonably practicable), that such a Change in Recommendation is required in order for the Directors to comply with their fiduciary duties and statutory duties.

The Company is also restricted from directly or indirectly soliciting, initiating or inducing the making or submission or announcement of a Takeover Proposal. However, this restriction will fall away if the Company receives an unsolicited Takeover Proposal in writing from a bona fide third party.

The Company is not permitted to adjourn the General Meeting without the Purchaser’s prior written consent (including in circumstances where the Company has received an Acquisition Proposal or Takeover Proposal) unless a motion to adjourn is moved by the Ordinary Shareholders (other than the Directors) or the chair of the General Meeting has determined that an adjournment is required by his or her legal and/or fiduciary duties and obligations as the chair of the General Meeting, in which case the General Meeting will be adjourned for as short a period as is reasonably practicable (in the chair’s sole discretion acting in good faith).

1.6 Company Break Fee

The Company has agreed to reimburse the Purchaser for any costs and expenses it has incurred in connection with the Transaction up to a maximum of US\$18m if the Share Purchase Agreement is terminated following the Board making a Change in Recommendation and the resolution to approve the Transaction is not passed at the General Meeting (unless such Change in Recommendation is as a result of a Takeover Proposal, in which case the Purchaser can terminate the Share Purchase Agreement and such amounts shall be payable irrespective of whether the resolution to approve the Transaction is passed at the General Meeting).

1.7 Purchaser Termination Fee

The Purchaser has agreed to pay the Company a termination fee of US\$44.5m if: (i) the Purchaser fails to pay the Purchase Price when due following the satisfaction of all Conditions (other than the Purchaser Condition); and (ii) the Company elects to terminate the Share Purchase Agreement.

1.8 Pre-Closing Restrictions

The Company has given certain customary covenants to the Purchaser in relation to the conduct of the Tate & Lyle Group (in so far as it relates to the NewCo Business) during the period between the date of the Share Purchase Agreement and Completion. Such obligations include conducting the Tate & Lyle Group (in so far as it relates to the NewCo Business) in the ordinary course of business and refraining from taking certain actions in respect of the Tate & Lyle Group (in so far as it relates to the NewCo Business). The covenants are subject to certain customary exceptions, including where the Purchaser has given its prior written consent to any action and an exception to allow implementation by the Company of the Reorganisation.

1.9 Termination Rights

The Share Purchase Agreement may be terminated at any time prior to Completion in the following circumstances:

- 1.9.1 if the IT Separation Condition is not satisfied by 5.00 p.m. (London time) on the day immediately prior to the Long Stop Date, the Purchaser may terminate the Share Purchase Agreement or postpone the Long Stop Date for a maximum period of three months (the "Extended Long Stop Date");
- 1.9.2 if Completion has not occurred by 5.00 p.m. (London time) on the Long Stop Date or, if the Purchaser has postponed the Long Stop Date pursuant to paragraph 1.9.1 above, on the Extended Long Stop Date, the Company or the Purchaser may terminate the Share Purchase Agreement, provided that this termination right is unavailable to a party if Completion has not occurred primarily due to a wilful breach by such party of its obligations to be performed prior to Completion which is material in the context of the Transaction or the NewCo Business taken as a whole;
- 1.9.3 by the Purchaser or the Company if any competent Governmental Authority (as defined in the Share Purchase Agreement) has issued an order or taken any other action preventing or otherwise prohibiting the Transaction, provided that this termination right is unavailable to a party if the imposition of such legal restraint was primarily due to a wilful breach by such party of its obligations to be performed prior to Completion;
- 1.9.4 by the Purchaser or the Company if it is not then in wilful breach of any provision of the Share Purchase Agreement that would give rise to the failure of the satisfaction of any of the Conditions and there has been a material breach of, inaccuracy or failure to perform any representation, warranty, covenant or agreement by the other party that would give rise to a failure of the satisfaction of the Conditions and such breach, if curable, is not cured within 30 days;
- 1.9.5 by the Company, if following the satisfaction of the Conditions (other than the Purchaser Condition) and the Company providing written notice to the Purchaser that it is ready, willing and able to proceed to Completion, within five Business Days after the Company's delivery of such notice (or, if sooner, the Long Stop Date), the Purchaser fails to pay the Purchase Price to the Company;

- 1.9.6 other than where paragraph 1.9.7 below applies, by the Purchaser or the Company, if:
- (a) the Directors, prior to the passing of the resolution to approve the Transaction at the General Meeting, withdraw, modify, amend, qualify or propose to publicly withdraw, modify, amend or qualify their unanimous recommendation to vote in favour of the resolution or fail to vote any shares held beneficially by them in the Company in favour of the resolution, (a "Change in Recommendation"); and
 - (b) the resolution to approve the Transaction is not passed at the General Meeting; and
- 1.9.7 in circumstances where the Company has received a Takeover Proposal, by the Purchaser, if the Directors effect a Change in Recommendation, provided that, if the Purchaser does not exercise this termination right prior to the General Meeting, the Purchaser may only exercise this termination right if the resolution to approve the Transaction is not passed at the General Meeting.

1.10 Warranties and Indemnities

1.10.1 Warranties

Under the Share Purchase Agreement, the Company has given warranties to the Purchaser that are customary for a transaction of this nature relating to, amongst other things: (i) its title to the interests in NewCo and the NewCo Group; (ii) its capacity and authority to enter into the Share Purchase Agreement and other transaction documents; and (iii) the business and assets of the NewCo Business including in relation to accounts and financial matters, material contracts, intellectual property and information technology matters, litigation claims, properties, environmental, investigations and compliance matters, employment, pensions and taxation (the "Business Warranties").

1.10.2 Indemnities

The Company has agreed to indemnify the Purchaser and the NewCo Group for any losses which arise out of or are attributable to certain identified and known risks relating to the NewCo Group, including:

- (i) the implementation of the Reorganisation or the failure to implement the Reorganisation in accordance with the Share Purchase Agreement, the Reorganisation Plan and/or applicable law;
- (ii) any liabilities of the NewCo Group which are unrelated to the NewCo Business;
- (iii) certain environmental matters at the Decatur, Santa Rosa and Houlton manufacturing plants and in respect of issues associated with historical pollution of the Lower Passaic River;
- (iv) claims brought by former employees or contractors of the NewCo Group or T&L Retained Group against the NewCo Group in respect of exposure (or alleged exposure) to certain hazardous materials at properties currently or formerly owned by the NewCo Group or T&L Retained Group prior to Completion; and
- (v) certain other identified specific matters (or alleged matters) arising prior to Completion in respect of which claims or legal proceedings have been, or could be, commenced against the NewCo Group or which relate to NewCo Business (as the case may be).

1.10.3 Limitations

The Share Purchase Agreement includes customary financial thresholds, time limitations and other limitations and exclusions in relation to the Company's liability under the warranties and indemnities and in respect of claims under certain other transaction documents, including:

- (i) a cap on all Business Warranty claims of US\$1, with the Purchaser having recourse to a warranty and indemnity insurance policy;

- (ii) various caps on certain specific indemnities as referred to in paragraph 1.10.2 above, with the highest individual cap being US\$50m; and
- (iii) an aggregate cap on the T&L Retained Group's liability for all claims under the Share Purchase Agreement, Tax Indemnity and Reorganisation Documents (as defined in the Share Purchase Agreement), including all claims referred to in paragraphs (i) and (ii) above, of the Purchase Price.

1.11 Purchaser Financing Undertakings

KPS has secured commitment letters from banks to support the raising of approximately US\$1.1bn of new external debt by the NewCo Group. The proceeds of this external debt raised by the NewCo Group, net of associated costs, will be paid to the T&L Retained Group immediately following Completion pursuant to the repayment or transfer of certain existing intragroup debt outstanding at Completion by the NewCo Group.

KPS is required to use reasonable endeavours to ensure that the external debt is obtained prior to Completion, which includes (amongst other things): (i) maintaining the commitment letters in effect; (ii) satisfying any conditions to the raising of the external debt as set out in the commitment letters; and (iii) negotiating and executing definitive external debt financing agreements.

1.12 Costs

Each of the Company and the Purchaser are entitled to invoice or charge to the NewCo Group in respect of:

1.12.1 in the case of the Company, costs and expenses incurred by it and the T&L Retained Group in connection with the Transaction Agreements; and

1.12.2 in the case of the Purchaser, an advisory fee payable to KPS pursuant to the Management Services Agreement, and an additional amount in respect of costs and expenses incurred by the Purchaser and its affiliates in connection with the Transaction Agreements,

in all cases, subject to certain monetary caps.

1.13 Governing Law

The Share Purchase Agreement is governed by English law and any disputes arising out of the Share Purchase Agreement will be resolved by arbitration with the seat in London conducted in English by a panel of three arbitrators pursuant to the rules of the London Court of International Arbitration.

2 Tax Indemnity

On Completion, TLHUS (a member of the T&L Retained Group) and KPS will enter into a tax deed of covenant (the "Tax Indemnity") pursuant to which TLHUS agrees to indemnify the NewCo Group (other than Bio-PDO and the group of companies comprising the Almex joint venture (the "JV Companies")) for any tax liabilities that they incur on or before Completion or as a result of the Reorganisation. As regards the JV Companies, the Company agrees to pay KPS a proportion of any additional taxes payable by the JV Companies as a result of a tax authority audit or inquiry, provided that such taxes are attributable to the period prior to Completion. Market standard exclusions apply in each case.

As described in paragraph 1.10.3(iii) above, the T&L Retained Group's liability for the aggregate of all claims under the Share Purchase Agreement, the Tax Indemnity and the Reorganisation Documents is subject to an overall aggregate cap of the Purchase Price.

Part B – Joint Venture

3 Joint Venture Agreement

Pursuant to the terms of the Share Purchase Agreement, the Joint Venture Agreement will be entered into between Tate & Lyle (through its subsidiaries TLHUS and T&L Grain NewCo), the Purchaser and NewCo at Completion.

The Joint Venture Agreement will include the following key terms.

3.1 Structure

The Purchaser will hold 50.1% of the membership interests in NewCo.

TLHUS and T&L Grain NewCo will hold, in aggregate, 49.9% of the membership interests in NewCo.

The Purchaser and the T&L Retained Group's interests in NewCo can be reduced pursuant to management incentivisation arrangements.

3.2 Board composition

The board of NewCo will be responsible for the overall management of the NewCo Group. KPS will have the right to appoint four directors to (and therefore control) the board of NewCo. Tate & Lyle will have the right to appoint two directors to the board of NewCo if it holds an interest of at least 20% and one director if it holds an interest of at least 10%. One independent director will be jointly appointed unless Tate & Lyle's interest falls below 10%, in which case the independent director will be appointed by KPS.

The chair will be appointed by KPS. Each director of NewCo will have one vote with decisions taken by simple majority. If a director is absent, their vote is passed to their alternate or another director appointed by the same shareholder. The quorum for board meetings requires the presence of at least one director appointed by each shareholder.

3.3 Management team

Day-to-day management of the NewCo Group will be delegated by the NewCo board to the executive management team, subject to appropriate reserved matters which will require the prior approval of KPS and Tate & Lyle (see paragraph 3.4 below).

The initial management team will comprise Jim Stutelberg (Chief Executive Officer), David Resac (Chief Financial Officer) and Tim Meinhold (Head of Procurement and Commodities). Future CEOs will be appointed by KPS. Tate & Lyle will have consent rights (not to be unreasonably withheld) for changes to the management team in the first 18 months after Completion and consultation rights thereafter.

KPS and Tate & Lyle expect to put in place customary management incentivisation arrangements which could dilute their respective interests in NewCo.

3.4 Control and shareholder reserved matters

KPS will have operational control of NewCo (including its business plan), subject to: (i) certain shareholder reserved matters which require the approval of both Tate & Lyle and KPS unless Tate & Lyle's interest falls below 20%; and (ii) certain fundamental reserved matters which are not subject to a minimum shareholding. The shareholder reserved matters include decisions that could have a material impact on the Long Term Agreements, significant capital expenditure and contracts, material acquisitions, disposals and business combinations, certain tax matters, certain litigation, the scope of the NewCo Business and other customary protections.

3.5 Business plans

The business plan for the initial three years from Completion has been agreed between Tate & Lyle and KPS. Future business plans and budgets will be subject to NewCo board approval.

3.6 Financial reporting / information rights

Tate & Lyle has the right to receive detailed financial and other relevant information to enable it to meet its financial reporting and audit requirements (including for monthly reporting in accordance with IFRS) and the Company's listing rules obligations as a UK listed company. Tate & Lyle's right to additional financial and other information falls away if interest falls below 10%.

3.7 Dividends

Dividends, if and to the extent paid, will be payable pro rata to holdings and the amount of any such dividend will be determined by the NewCo board by simple majority.

3.8 Additional funding

Neither Tate & Lyle nor KPS will be obliged to provide additional funds (whether in the form of debt or equity) to the NewCo Group.

New third-party debt is subject to a 6.0x net debt/EBITDA cap. Any new equity will be offered to Tate & Lyle and KPS on a pro rata basis on the same terms (subject to exceptions for employee incentive arrangements and in certain emergency funding scenarios). In such a scenario, neither shareholder will be obliged to provide additional funding, although Tate & Lyle may be diluted if it does not do so and KPS invests in further equity. New issues for non-cash consideration or which could dilute Tate & Lyle below 30% will be subject to its consent (provided that Tate & Lyle holds at least 20%).

3.9 Lock-up periods

Tate & Lyle and KPS will be restricted from directly or indirectly selling their interests in NewCo until the fourth anniversary of Completion (for KPS) and the eighth anniversary of Completion (for Tate & Lyle). Partial exits are not permitted and there are some limited restrictions as to who interests can be transferred to without the consent of the other party.

3.10 Drag-along and tag-along rights

If, after the fourth anniversary of Completion, KPS agrees to sell its entire stake to a third party, KPS will have a “drag-along” right, which will allow KPS to require Tate & Lyle to sell all of its interests in NewCo to that third party at the same price and on the same terms as KPS, subject to regulatory approvals if required but not a vote of the Shareholders (therefore if KPS exercises this “drag-along” right, Tate & Lyle will not have any discretion over whether to sell its interests in NewCo and Tate & Lyle shareholders will not have an opportunity to vote on any such sale). If KPS does not elect to exercise its drag-along right, Tate & Lyle can exercise a “tag-along” right, which will allow Tate & Lyle to elect to join in the sale and sell all of its interests in NewCo at the same price agreed by KPS, subject to regulatory conditions including class one shareholder approval if required. KPS can also elect to exercise a tag-along right on a sale by Tate & Lyle.

3.11 IPO

KPS has the right to initiate listing of NewCo after the fourth anniversary of Completion. KPS can decide the IPO structure, provided that it does not have a material, adverse and disproportionate tax consequence for Tate & Lyle compared with KPS. In connection with an IPO, KPS can require Tate & Lyle to participate in a reorganisation and/or exchange its shares in NewCo into securities in an appropriate IPO entity (and Tate & Lyle would not have any discretion over any such exchange and Tate & Lyle shareholders will not have an opportunity to vote on any such exchange). Other than certain non-compete provisions, all of Tate & Lyle’s protections under the Joint Venture Agreement will fall away on an IPO. KPS and Tate & Lyle will have the right to appoint directors to the board of the IPO company in proportion to their shareholding in such company (subject to applicable law and the rules and regulations of the relevant exchange).

3.12 Event of default

An unapproved change of control of the Purchaser or TLHUS or T&L Grain NewCo (subject to certain exceptions) will trigger an event of default under the Joint Venture Agreement, and result in: (i) a suspension of the rights of the defaulting party under the Joint Venture Agreement; and (ii) a call option or right for the non-defaulting party to find (within 12 months) a buyer for the defaulting party’s NewCo shares to be acquired at open market value determined by the parties or the average of the valuations produced by two independent valuers (any such acquisition from Tate & Lyle not being subject to shareholder approval, regardless of the sale price meaning that if the event of default is triggered Tate & Lyle would not have any discretion over any such sale and Tate & Lyle shareholders will not have an opportunity to vote on any such sale). This clause is not triggered by a change of control of the Company.

3.13 Non-compete and non-solicitation provisions

The Joint Venture Agreement includes customary non-compete and non-solicitation provisions between the NewCo Group, KPS and the T&L Retained Group in relation to the NewCo Business and employees and the T&L Retained Group’s business and employees, each of which are subject to customary exceptions. The non-compete restrictions apply for the duration of the Joint Venture Agreement and a limited period thereafter.

3.14 Governing law

The Joint Venture Agreement is governed by the laws of Delaware.

4 Management Services Agreement

NewCo and KPS will enter into the Management Services Agreement on Completion, which relates to the provision of certain management, advisory and consulting services to NewCo as the board of NewCo in consideration for: (i) a fixed initial fee in connection with achieving Completion (plus fees and expenses associated with negotiation of the Share Purchase Agreement and other transaction documentation, including due diligence and adviser fees), in a similar manner to how, under the Share Purchase Agreement, costs and expenses incurred by Tate & Lyle may be charged by the Company to the NewCo Group up to a cap (see paragraph 1.12 above); (ii) an annual fee in respect of certain ongoing management services; and (iii) fees relating to any services provided in relation to future acquisitions or disposals undertaken by NewCo.

The Management Services Agreement has an initial term of 10 years (which will terminate automatically if KPS ceases to hold shares in NewCo), automatically renewed yearly thereafter unless terminated.

Part C – Long Term Agreements and other agreements between the T&L Retained Group and the NewCo Group

5 Supply Agreement

5.1 Scope

At Completion, Tate & Lyle Solutions (a member of the T&L Retained Group) and TLIA (a member of the NewCo Group) will enter into the Supply Agreement. The Supply Agreement sets out the basis on which TLIA will manufacture certain F&BS Products for the T&L Retained Group at Decatur, Loudon and Lafayette, which will be owned by the NewCo Group from Completion.

Tate & Lyle Solutions will be committed to purchase a minimum volume from TLIA each year. If Tate & Lyle Solutions does not meet the minimum volume commitments, it will be required to pay a fee to TLIA, other than where such failure is the fault of TLIA.

TLIA and Tate & Lyle Solutions will follow a detailed annual forecasting process which is similar to the internal process currently followed to forecast demand for F&BS Products today. Where Tate & Lyle Solutions does not purchase products which it has forecast, a fee may be payable to TLIA to compensate NewCo for the loss of capacity which it could have otherwise used.

5.2 Term

Under the Supply Agreement, TLIA will be appointed as a manufacturer of the F&BS Products in NOAM for an initial term of 20 years. Neither TLIA nor Tate & Lyle Solutions will have the right to terminate the agreement for convenience during this initial 20-year term.

Tate & Lyle Solutions will have the right to extend the initial term of 20 years for a further period of five years. During the extension period, Tate & Lyle Solutions will have the right to terminate the agreement on 36 months' notice.

5.3 Charges

The charges payable by Tate & Lyle Solutions for the products will consist of certain raw materials and production costs. The charges have been set such that the cost to Tate & Lyle Solutions is similar to the cost of manufacturing the products today, with a limited margin for TLIA.

A displacement fee will also be payable by Tate & Lyle Solutions to TLIA where the volume of F&BS Products ordered by Tate & Lyle Solutions in excess of baseline capacity displaces TLIA products.

5.4 Tate & Lyle Solutions' rights and remedies

The Supply Agreement includes a detailed set of service levels to measure TLIA's performance. Failure to meet service levels may entitle Tate & Lyle Solutions to service

credits and material failure may result in more severe consequences, including step-in or termination. Tate & Lyle Solutions also has various other rights under the Supply Agreement to mitigate against the risk of non-performance by TLIA.

5.5 Non-compete

TLIA will agree not to manufacture products similar to those it manufactures for Tate & Lyle Solutions under the Supply Agreement for itself or any other third party, without Tate & Lyle Solutions' consent.

5.6 Termination

Both parties will have the right to terminate the Supply Agreement where certain termination rights are triggered, such as insolvency and material breach. In addition:

- Tate & Lyle Solutions shall have the right to terminate where: (i) there is a material failure by TLIA to meet the service levels; and (ii) a breach by TLIA of its non-compete obligations; and
- TLIA will have the right to terminate in the event that Tate & Lyle Solutions has failed to pay material, undisputed charges due under the agreement.

5.7 Consequences of termination

In the event of termination of the Supply Agreement, Tate & Lyle Solutions will have the right to require TLIA to provide technical transfer services to support a smooth and efficient transfer of the manufacture of any (or all) F&BS Products from TLIA and its subcontractors to Tate & Lyle Solutions or its designee(s).

6 Tolling Agreement

At Completion, Tate & Lyle Solutions and TLIA will enter into the Tolling Agreement. The Tolling Agreement sets out the basis on which TLIA will, as a toll manufacturer, produce two specific products for Tate & Lyle Solutions.

The terms of the Tolling Agreement are substantially the same as the terms of the Supply Agreement, save that Tate & Lyle Solutions will have ownership over the intermediate corn product which is used to manufacture the F&BS Products. This is different from the position under the Supply Agreement where title to the products only transfers upon delivery to Tate & Lyle Solutions and successful passing of quality assurance tests.

7 Reverse Tolling Agreement

At Completion, Tate & Lyle Solutions and TLIA will enter into the Reverse Tolling Agreement. The Reverse Tolling Agreement sets out the basis on which Tate & Lyle Solutions will, as a toll manufacturer, produce industrial starch products for TLIA at Sagamore, which the T&L Retained Group will retain ownership of following Completion. The manufacture of these products by Tate & Lyle Solutions at Sagamore will be conducted on a tolling basis with TLIA retaining ownership of the co-products produced from the manufacturing process.

The terms governing the manufacturing of such industrial starch products will be substantially the same as the terms of the Tolling Agreement, but in reverse to reflect the fact that Tate & Lyle Solutions will be carrying out the manufacturing rather than TLIA.

8 Net Raw Materials Agreement

8.1 Scope

At Completion, Tate & Lyle Solutions and TLIA will enter into the Net Raw Materials Agreement. The purpose of the Net Raw Materials Agreement is to manage the procurement and pricing risk of corn (and associated basis) and associated co-products. Together, corn price, basis and co-products comprise net raw materials.

Corn is the primary raw material needed to manufacture the products, including under the Supply Agreement, the Tolling Agreement and the Reverse Tolling Agreement. The Net Raw Materials Agreement sets out the basis on which TLIA will provide corn procurement services to Tate & Lyle Solutions including allowing Tate & Lyle Solutions to purchase corn derivatives to manage fluctuations in corn price.

8.2 Management of net raw materials price risk (including corn price risk and ordering of corn futures)

TLIA will, at the instruction of Tate & Lyle Solutions, procure net raw materials and the price will be determined using several mechanisms. Such mechanisms will determine whether corn price, basis and co-product prices within net raw materials are fixed as part of initial contracting or based on actual prices paid or achieved by TLIA. The choice of net raw materials price mechanism is at Tate & Lyle Solutions' sole discretion, and may be varied by Tate & Lyle Solutions from order to order. In addition, Tate & Lyle Solutions can also instruct TLIA, at Tate & Lyle Solutions' discretion, to purchase or sell corn derivatives on behalf of Tate & Lyle Solutions.

8.3 Term and termination

Tate & Lyle Solutions can terminate the Net Raw Materials Agreement immediately if both the Supply Agreement and the Tolling Agreement have expired or been terminated.

Tate & Lyle Solutions may also terminate the Net Raw Materials Agreement if it has the right to terminate the Supply Agreement or the Tolling Agreement in the event of: (i) a force majeure event affecting TLIA lasting for a continuous period of 10 days; or (ii) a breach by TLIA of the provisions on the prevention of fraud, corruption and bribery.

Either party may terminate the Net Raw Materials Agreement for an unremedied material breach (or series of breaches the combination of which is material) or for insolvency-type events affecting the other party.

9 Transitional Services Agreement

At Completion, Tate & Lyle Solutions and TLIA will enter into the Transitional Services Agreement, pursuant to which Tate & Lyle Solutions will provide information technology, finance, procurement, compensation and benefits administration, and payroll and benefits administration services to TLIA (as well as other members of the NewCo Group) for a transitional period ranging from 6 to 12 months (depending on the service), until TLIA is able to deliver those services itself.

The services will largely be delivered from the Tate & Lyle Group's existing shared services centre in Łódź, Poland.

The Transitional Services Agreement is on customary terms for a transitional services agreement of this nature and its terms reflect that Tate & Lyle Solutions is not a professional services provider.

The service charge will comprise a 'cost plus' charge that will be calculated by reference to the cost which Tate & Lyle Solutions incurs in providing each service, plus a small additional sum in certain circumstances.

10 Reverse Transitional Services Agreement

At Completion, Tate & Lyle Solutions and TLIA will enter into the Reverse Transitional Services Agreement pursuant to which TLIA will provide compensation and benefits administration, payroll and people services, human resources systems and quality services (via its analytics and micro labs) to Tate & Lyle Solutions (as well as other members of the T&L Retained Group) for a transitional period ranging from 12 to 18 months (depending on the service).

These services will largely be provided by TLIA to Tate & Lyle Solutions (as well as other members of the T&L Retained Group) in the USA, in respect of the T&L Retained Group's US business.

The terms of the Reverse Transitional Services Agreement are substantially the same as the Transitional Services Agreement (other than that TLIA is the service provider and Tate & Lyle Solutions (as well as other members of the T&L Retained Group) are the recipients of the services).

11 Other ongoing agreements between the T&L Retained Group and the NewCo Group

At Completion, a member of the T&L Retained Group and the NewCo Group will enter into the following agreements:

- (i) a US state tax sharing agreement, under which US members of the NewCo Group will continue to file combined US state tax returns that include US members of the T&L

Retained Group and US state tax liabilities and tax benefits reflected in those returns will be allocated between the NewCo Group and the T&L Retained Group (the “State Tax Sharing Agreement”);

- (ii) a patents licence agreement under which TLIA will grant a sole and royalty-free licence to a member of the T&L Retained Group to use certain patents in certain defined jurisdictions, on and from Completion, for the life of the patents;
- (iii) a transitional trade mark licence agreement under which a member of the T&L Retained Group will grant a non-exclusive and royalty-free licence to a member of the NewCo Group to use certain trade marks in the United States for a 12-month period on and from Completion (together with the licence agreement described at paragraph (ii) above, the “Licence Agreements”);
- (iv) a 20-year distribution agreement (the “Distribution Agreement”), pursuant to which TLIA will have the right to purchase fructose products from Tate & Lyle Solutions solely for the purpose of distributing such products within a defined territory. In return for acting as a distributor on behalf of Tate & Lyle Solutions, TLIA will be entitled to a distributor commission;
- (v) a five-year insurance agreement (the “Insurance Agreement”) under which Tate & Lyle will manage all aspects of the purchase and subsequent administration of agreed programmes of corporate insurance for the benefit and protection of both the T&L Retained Group and the NewCo Group. This agreement sets out the basis on which the NewCo Group will be insured under the T&L Retained Group’s insurance policies, resulting in efficiencies and economies of scale in terms of insurance coverage, premiums and administration; and
- (vi) lease or sub-lease agreements (as applicable) (the “Lease Agreements”) in respect of:
 - (a) the pilot plant buildings at Decatur, which will be let by a member of the T&L Retained Group from a member of the NewCo Group for a 20-year period following Completion in return for the payment of rent on ordinary commercial terms;
 - (b) a portion of an administration office building at Decatur, which will be let by a member of the T&L Retained Group from a member of the NewCo Group for an initial one-year period in return for the payment of rent on ordinary commercial terms;
 - (c) part of an office building located at Hoffman States, Illinois, which will (subject to the receipt of landlord consent) be sub-let by a member of the NewCo Group from a member of the T&L Retained Group for an initial one-year period following Completion in return for the payment of rent on ordinary commercial terms; and
 - (d) part of the office building located at the Santo Amaro site in the City of São Paulo, Brazil, which will (subject to the receipt of landlord consent and certain other necessary consents) be sub-let by a member of the NewCo Group from a member of the T&L Retained Group for an initial one year period following Completion in return for the payment of rent on ordinary commercial terms.

PART IV

HISTORICAL FINANCIAL INFORMATION ON THE NEWCO GROUP

The following unaudited historical financial information relating to the NewCo Group has been extracted without material adjustment (subject to the exceptions noted in the paragraph below) from the consolidation schedules that underlie the audited consolidated financial information of the Tate & Lyle Group for each of the financial years ended 31 March 2019, 31 March 2020 and 31 March 2021.

Certain assets and liabilities in the consolidation schedules for each of the three financial years up to 31 March 2021 were shared between the NewCo Group and the remaining T&L Retained Group. Assets and liabilities which specifically relate to the NewCo Group have been directly extracted from the underlying accounting records to the consolidation schedules. Certain information technology assets shared between the NewCo Group and the T&L Retained Group were either extracted directly from the same underlying accounting records or allocated to the NewCo Group based on an appropriate driver (for example, revenue or headcount). Certain trade and other payables relating to manufacturing activities were allocated based on relative production volumes. The Directors consider that such allocations provide a reasonable basis for the presentation of the unaudited historical financial information for the NewCo Group to enable Shareholders to make a fully-informed voting decision.

The financial information in this Part IV (*Historical financial information on the NewCo Group*) has been prepared using the IFRS accounting policies of the Tate & Lyle Group, as adopted in the published consolidated financial statements for each of the financial years presented. The financial information reflects, therefore, the NewCo Group's contribution to the Tate & Lyle Group during this period, applying the relevant accounting policies. No pro-forma adjustments have been made to the historical financial information contained herein to reflect the expected impact of the Long Term Agreements described elsewhere in this document.

The financial information contained in this Part IV (*Historical financial information on the NewCo Group*) does not constitute statutory accounts within the meaning of section 434(3) of the Companies Act 2006. The consolidated statutory accounts of the Tate & Lyle Group in respect of each of the years ended 31 March 2019, 31 March 2020 and 31 March 2021 have been delivered to the Registrar of Companies.

Ernst & Young LLP was the auditor of the Tate & Lyle Group in respect of each of the years ended 31 March 2019, 31 March 2020 and 31 March 2021.

Shareholders should read the whole of this document and not rely solely on the information contained in this Part IV (*Historical financial information on the NewCo Group*).

Note that the revenue and operating profit of the NewCo Group set out in this Part IV (*Historical financial information on the NewCo Group*) is prepared on a different basis to the illustrative pro-forma financial information included in the 12 July 2021 presentation to shareholders that accompanied the announcement of the Transaction (which was prepared to show, on a purely hypothetical basis for illustrative purposes only, the potential impact of the Transaction on the T&L Retained Group and NewCo Group as if it had taken place on 1 April 2020). In order to comply with Listing Rule 13.5R, the historical financial information set out in Part IV (*Historical financial information on the NewCo Group*) of this document relates to the NewCo Group but does not give pro-forma effect to certain transactions that will exist between the NewCo Group and the T&L Retained Group under (amongst other things) the Long Term Agreements, the Transitional Services Agreement and the Reverse Transitional Services Agreement following Completion, nor does it reflect the pro-forma effect of expected cost dis-synergies that were not incurred during the financial year ended 31 March 2021. In addition, the operating profit of £145m set out in Part IV (*Historical financial information on the NewCo Group*) of this document includes exceptional costs incurred by the NewCo Group and certain inter-company recharges that will not be made after completion of the Transaction, both of which were excluded in the calculation of the illustrative pro-forma financial information included in the 12 July 2021 presentation that accompanied the announcement of the Transaction.

Income statement for the NewCo Group for the financial years 31 March 2019, 31 March 2020 and 31 March 2021

| | Year ended 31 March 2019 £m (unaudited) | Year ended 31 March 2020 £m (unaudited) | Year ended 31 March 2021 £m (unaudited) |
|---|---|---|---|
| Revenue ¹ | 1,588 | 1,683 | 1,596 |
| Operating profit ¹ | 140 | 151 | 145 |
| Share of profit after tax of joint ventures | 30 | 28 | 26 |
| Profit before interest and tax ² | 170 | 179 | 171 |

¹ Revenue and operating profit of the NewCo Group presented do not include the future revenue and operating profit impact of Long Term Agreements as such agreements were not in existence during the historical period set out above.

² The Directors do not believe that it is possible to provide a meaningful allocation of finance income and expenditure or of current and deferred taxation to the NewCo Group as these are managed and calculated on a total Tate & Lyle Group basis and the FCA has granted a modification under Listing Rule 13.5.30D on this basis. As a result, the financial information presented herein has been prepared to reflect profit before finance costs and tax.

Statement of net assets of the NewCo Group as at 31 March 2021

| | As at 31 March 2021 £m (unaudited) |
|--------------------------------------|--|
| Non-current assets | |
| Goodwill and other intangible assets | 49 |
| Property, plant and equipment | 683 |
| Investments in joint ventures | 104 |
| Deferred tax assets | 1 |
| | <u>837</u> |
| Current assets | |
| Inventories | 300 |
| Trade and other receivables | 75 |
| Derivative financial instruments | 23 |
| Other current financial assets | 32 |
| Cash and cash equivalents | 11 |
| | <u>441</u> |
| Total assets | <u><u>1 278</u></u> |
| Non-Current liabilities | |
| Borrowings – lease liabilities | 70 |
| Retirement benefit deficit | 17 |
| Deferred tax Liabilities | 44 |
| Provisions | 5 |
| | <u>136</u> |
| Current liabilities | |
| Borrowings – lease liabilities | 19 |
| Trade and other payables | 200 |
| Provisions | 6 |
| Derivative financial instruments | 9 |
| Other current financial liabilities | 26 |
| | <u>260</u> |
| Total liabilities | <u><u>396</u></u> |
| Net assets ³ | <u><u>882</u></u> |

³ Amounts set out above do not include borrowings (other than those which relate to leases) because the Newco Group did not have a capital structure during the historical period. In addition, the amounts set out above also do not include current tax balances because the Newco Group does not represent a discrete tax group. Accordingly, the Directors do not believe that it is possible to provide a meaningful allocation of such items to the NewCo Group and the FCA has granted a modification under Listing Rule 13.5.30D on this basis. Deferred tax assets and liabilities at 31 March 2021 have been included, as the assets and liabilities to which the related temporary differences relate can be separately identified for the NewCo Group.

PART V

UNAUDITED PRO FORMA FINANCIAL INFORMATION ON THE T&L RETAINED GROUP

SECTION A – PRO FORMA FINANCIAL INFORMATION

The unaudited pro forma statement of net assets of the T&L Retained Group set out below (the “Unaudited Pro Forma Financial Information”) has been prepared in accordance with Annex 20 of the Prospectus Regulation (as supplemented by Commission Delegated Regulation (EU) 2019/980) and on the basis of the notes set out below to illustrate the effect of the sale of a controlling stake in the NewCo Business to KPS on the consolidated net assets of the T&L Retained Group as if Completion had occurred on 31 March 2021.

The Unaudited Pro Forma Financial Information has been prepared on the basis of the financial information of the Tate & Lyle Group as at 31 March 2021, the date to which the latest audited financial information in relation to the Tate & Lyle Group was prepared. The Unaudited Pro Forma Financial Information has been prepared pursuant to Listing Rule 13.3.3R in a manner consistent with the accounting policies of the Tate & Lyle Group.

The Unaudited Pro Forma Financial Information is shown for illustrative purposes only and because of its nature addresses a hypothetical situation. It does not represent the actual financial position of the T&L Retained Group. Furthermore, it does not purport to represent what the T&L Retained Group’s financial position would actually have been if Completion had occurred on the indicated date and is not indicative of the results that may or may not be expected to be achieved in the future. The Unaudited Pro Forma Financial Information set out in this section does not constitute financial statements within the meaning of section 434 of the Companies Act 2006.

Shareholders should read the whole of this document and not rely solely on the unaudited pro forma financial information contained in this Section A of Part V (*Unaudited Pro Forma Financial Information on the T&L Retained Group*).

Ernst & Young LLP’s report on the Unaudited Pro Forma Financial Information is set out in Section B of this Part V (*Unaudited Pro Forma Financial Information on the T&L Retained Group*).

T&L Retained Group unaudited consolidated pro forma statement of net assets as at 31 March 2021

| | Tate & Lyle Group as at 31 March 2021 £m | NewCo Group as at 31 March 2021 £m | Transaction adjustments £m | T&L Retained Group as at 31 March 2021 £m |
|--|---|---|----------------------------------|--|
| | Note 1 | Note 2 | Notes 3 to 10 | Note 11 |
| Non-current assets | | | | |
| Goodwill and other intangible assets | 354 | (49) | - | 305 |
| Property, plant and equipment | 1,105 | (683) | - | 422 |
| Investments in joint ventures | 104 | (104) | 186 | 186 |
| Investments in equities | 59 | - | - | 59 |
| Retirement benefit surplus | 18 | - | - | 18 |
| Deferred tax assets | 32 | (1) | 10 | 41 |
| Trade and other receivables | 1 | - | - | 1 |
| Derivative financial instruments | 1 | - | - | 1 |
| | <u>1,674</u> | <u>(837)</u> | <u>196</u> | <u>1,033</u> |
| Current assets | | | | |
| Inventories | 532 | (300) | - | 232 |
| Trade and other receivables | 333 | (75) | (28) | 230 |
| Current tax assets | 11 | - | - | 11 |
| Derivative financial instruments | 23 | (23) | - | - |
| Other current financial assets | 32 | (32) | - | - |
| Cash and cash equivalents | 371 | (11) | 845 | 1,205 |
| | <u>1,302</u> | <u>(441)</u> | <u>817</u> | <u>1,678</u> |
| Total assets | <u>2,976</u> | <u>(1,278)</u> | <u>1,013</u> | <u>2,711</u> |
| Non-Current liabilities | | | | |
| Borrowings – including lease liabilities | 746 | (70) | - | 676 |
| Retirement benefit deficit | 158 | (17) | - | 141 |
| Deferred tax liabilities | 44 | (44) | 10 | 10 |
| Provisions | 11 | (5) | 5 | 11 |
| | <u>959</u> | <u>(136)</u> | <u>15</u> | <u>838</u> |
| Current liabilities | | | | |
| Borrowings – including lease liabilities | 42 | (19) | - | 23 |
| Trade and other payables | 431 | (200) | 9 | 240 |
| Provisions | 24 | (6) | 4 | 22 |
| Current tax liabilities | 25 | - | 51 | 76 |
| Derivative financial instruments | 9 | (9) | - | - |
| Other current financial liabilities | 26 | (26) | - | - |
| | <u>557</u> | <u>(260)</u> | <u>64</u> | <u>361</u> |
| Total liabilities | <u>1,516</u> | <u>(396)</u> | <u>79</u> | <u>1,199</u> |
| Net assets | <u>1,460</u> | <u>(882)</u> | <u>934</u> | <u>1,512</u> |

Notes:

- The net assets have been extracted without adjustment from the audited consolidated financial statements of the Tate & Lyle Group as at 31 March 2021, which were prepared in accordance with IFRS.
- These adjustments remove the assets and liabilities of the NewCo Group and were sourced without adjustment from the historical financial information of the NewCo Group as at 31 March 2021 contained in Part IV (*Historical financial information on the NewCo Group*) of this document.
- On Completion, the T&L Retained Group will record its investment in the NewCo Group at its fair value. Such investment will be a joint venture and accounted for in accordance with the applicable principles of IFRS 11. The pro-forma preliminary fair value of this investment is £186m. The fair value of the investment will be calculated at Completion and may differ from this preliminary fair value.
- On Completion, the North American business of the T&L Retained Group will be in a net deferred tax asset position resulting in a reclassification between deferred tax assets and deferred tax liabilities on the T&L Retained Group's balance sheet. The pro-forma fair value of this adjustment is £10m.
- The base consideration to be received reflects the Purchaser's equity interest (50.1%) in the NewCo Group, multiplied by the enterprise value of the NewCo Group. Cash proceeds to the T&L Retained Group will also include approximately US\$1bn of repayment of an intercompany loan note to be refinanced at Completion with new external debt to be raised by the NewCo Group. Net cash proceeds from the Transaction, after adjustment for transaction and separation costs, are expected to be approximately £817m (US\$1,128m).
- On completion of the Transaction, intercompany trading balances due from the NewCo Group to the T&L Retained Group will be settled (net impact of £28m at 31 March 2021).
- No account has been taken of any trading or results of the Tate & Lyle Group (including the NewCo Group) since 31 March 2021.

- (8) Where the T&L Retained Group indemnifies the NewCo Group for certain items, the related indemnity provisions will be recorded by the T&L Retained Group. It is anticipated that the T&L Retained Group will record provisions of £9m in aggregate with respect to such indemnities.
- (9) Certain NewCo Group employee related liabilities of £9m in aggregate (principally bonus accruals) will be retained by the T&L Retained Group to the extent that they relate to activities prior to Completion.
- (10) No adjustment has been made for the proposed special dividend (approximately £500m) and associated share consolidation following Completion because this is subject to further shareholder approval and is not required for the Transaction to complete.
- (11) This unaudited consolidated pro forma statement of net assets does not constitute a financial statement within the meaning of section 434 of the Companies Act 2006.

SECTION B – REPORT ON PRO-FORMA FINANCIAL INFORMATION

The Directors
Tate & Lyle plc
1 Kingsway
London
United Kingdom
WC2B 6AT

13 September 2021

Dear Sirs

Tate & Lyle plc (the “Company”)

We report on the pro forma financial information (the “Pro Forma Financial Information”) set out in Part V of the circular dated 13 September 2021 (the “Circular”).

This report is required by Listing Rule 13.3.3R and is given for the purpose of complying with that rule and for no other purpose.

Save for any responsibility which we may have to those persons to whom this report is expressly addressed and which we may have to ordinary shareholders as a result of the inclusion of this report in the Circular, to the fullest extent permitted by law we do not assume any responsibility and will not accept any liability to any other person for any loss suffered by any such other person as a result of, arising out of, or in connection with this report or our statement, required by and given solely for the purposes of complying with Listing Rule 13.4.1R (6), consenting to its inclusion in the Circular.

Opinion

In our opinion:

- the Pro Forma Financial Information has been properly compiled on the basis stated; and
- such basis is consistent with the accounting policies of the Company.

Responsibilities

It is the responsibility of the directors of the Company to prepare the Pro Forma Financial Information in accordance with Listing Rule 13.3.3R.

It is our responsibility to form an opinion, as required by Listing Rule 13.3.3R as to the proper compilation of the Pro Forma Financial Information and to report that opinion to you.

In providing this opinion we are not updating or refreshing any reports or opinions previously made by us on any financial information used in the compilation of the Pro Forma Financial Information, nor do we accept responsibility for such reports or opinions beyond that owed to those to whom those reports or opinions were addressed by us at the dates of their issue.

Basis of Preparation

The Pro Forma Financial Information has been prepared on the basis described in the notes to the Pro Forma Financial Information, for illustrative purposes only, to provide information about how the sale of a controlling stake in the Company’s Primary Products business in North America and Latin America and its interests in the Almidones Mexicanos S.A de C.V and DuPont Tate & Lyle Bio-Products Company, LLC joint ventures to Gemini Holdings, LP, an affiliate of funds managed by KPS Capital Partners, LP might have affected the financial information presented on the basis of the accounting policies adopted by the Company in preparing the financial statements for the period ended 31 March 2021.

Basis of opinion

We conducted our work in accordance with the Standards for Investment Reporting issued by the Financial Reporting Council in the United Kingdom. We are independent in accordance with the FRC’s Ethical Standard as applied to Investment Circular Reporting Engagements, and we have fulfilled our other ethical responsibilities in accordance with these requirements.

The work that we performed for the purpose of making this report, which involved no independent examination of any of the underlying financial information, consisted primarily of comparing the unadjusted financial information with the source documents, considering the evidence supporting the adjustments and discussing the Pro Forma Financial Information with the directors of the Company.

We planned and performed our work so as to obtain the information and explanations we considered necessary in order to provide us with reasonable assurance that the Pro Forma Financial Information has been properly compiled on the basis stated and that such basis is consistent with the accounting policies of the Company.

Our work has not been carried out in accordance with auditing or other standards and practices generally accepted in other jurisdictions and accordingly should not be relied upon as if it had been carried out in accordance with those standards and practices.

Yours faithfully

Ernst & Young LLP

PART VI

ADDITIONAL INFORMATION

1 Responsibility

The Company and the Directors, whose names are set out in paragraph 3 below, accept responsibility for the information contained in this document. To the best of the knowledge and belief of the Company and the Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

2 Tate & Lyle PLC

The Company was incorporated and registered in England and Wales on 27 February 1903 under the Companies Acts 1862 to 1900 as a private company limited by shares with registered number 76535 with the name of Henry Tate & Sons (1903) Limited. On 28 September 1981, the Company re-registered as a public limited company and changed its name to Tate & Lyle PLC. The Company's legal entity identifier is 2138008K14474WPKZ244.

The registered office of the Company is 1 Kingsway, London WC2B 6AT and its telephone number is +44 (0)20 7257 2100. The Company's website is www.tateandlyle.com. The information on the website does not form part of this document unless that information is incorporated by reference into this document.

3 Directors

The Directors and their principal functions are as follows:

Dr Gerry Murphy (Chairman)
Nick Hampton (Chief Executive)
Vivid Sehgal (Chief Financial Officer)
John Cheung (Non-Executive Director)
Patrícia Corsi (Non-Executive Director)
Paul Forman (Senior Independent Director)
Lars Frederiksen (Non-Executive Director)
Kimberly Nelson (Non-Executive Director)
Sybella Stanley (Non-Executive Director)
Warren Tucker (Non-Executive Director)

4 Directors' Shareholdings and Stock Options

4.1 Direct holdings in Ordinary Shares

As at the Latest Practicable Date, the beneficial interests of the Directors and persons connected with them in the issued ordinary share capital of the Company were as follows:

| Director | Number of Ordinary Shares | Percentage of issued ordinary share capital |
|------------------|---------------------------|---|
| Dr Gerry Murphy | 20,000 | 0.00427% |
| Nick Hampton | 645,300 | 0.13774% |
| Vivid Sehgal | - | -% |
| John Cheung | - | -% |
| Patrícia Corsi | - | -% |
| Paul Forman | 10,000 | 0.00213% |
| Lars Frederiksen | 15,000 | 0.0032% |
| Kimberly Nelson | - | -% |
| Sybella Stanley | 4,983 | 0.00106% |
| Warren Tucker | 4,321 | 0.00092% |

4.2 Interests in Ordinary Shares held pursuant to Incentive Plans

As at the Latest Practicable Date, the following rights to acquire Ordinary Shares had been granted to the Directors and remained outstanding under the Performance Share Plan:

| Director | Date of Grant | Number of Ordinary Shares over which options/ awards granted | Price | Vesting Period |
|------------------------|-------------------|--|----------------------------|---|
| Nick Hampton | 21 July 2021 | 284,259 | Nil cost conditional award | Three financial years ending 31 March 2024 plus two-year holding period |
| | 30 September 2020 | 273,295 | Nil cost option | Three financial years ending 31 March 2023 plus two-year holding period |
| | 17 July 2019 | 287,278 | Nil cost option | Three financial years ending 31 March 2022 plus two-year holding period |
| Vivid Sehgal | 21 July 2021 | 197,114 | Nil cost conditional award | Three financial years ending 31 March 2024 plus two-year holding period |

As at the Latest Practicable Date, the following rights to acquire Ordinary Shares had been granted to the Directors and remained outstanding under the Group Bonus Plan:

| Director | Date of Grant | Number of Ordinary Shares over which options/ awards granted | Price | Vesting Period |
|------------------------|-------------------|--|----------------------------|-------------------|
| Nick Hampton | 21 July 2021 | 32,195 | Nil cost conditional award | Two-year deferral |
| | 30 September 2020 | 15,487 | Nil cost option | Two-year deferral |
| Vivid Sehgal | 21 July 2021 | 1,095 | Nil cost conditional award | Two-year deferral |

5 Directors' Service Agreements and Terms of Appointment

5.1 Directors' service agreements

Nick Hampton and Vivid Sehgal (the "Executive Directors") are employed under service agreements with the Company.

(a) General terms

| <i>Name</i> | <i>Service agreement start date</i> | <i>Current salary per annum⁽¹⁾</i> | <i>Notice by the Company</i> | <i>Notice by Director</i> | <i>Place of work</i> | <i>Role</i> |
|------------------------|-------------------------------------|---|------------------------------|---------------------------|----------------------|-------------------------|
| | | (£) | (months) | | | |
| Nick Hampton | 1 April 2018 ⁽²⁾ | 665,000 | 12 | 6 | London, UK | Chief Executive |
| Vivid Sehgal | 1 March 2021 ⁽³⁾ | 475,000 | 12 | 6 | London UK | Chief Financial Officer |

Notes:

- (1) Salaries are inclusive of any directors' fees payable by the Company or any associated company. Salaries will be reviewed annually, but the Board will be under no obligation to award an increase following a salary review.
- (2) Nick Hampton was appointed as Chief Executive with effect from 1 April 2018. His service agreement is dated 23 June 2014, and its terms were updated on 15 January 2018.
- (3) Vivid Sehgal was appointed as Chief Financial Officer Designate with effect from 1 March 2021 and was later appointed as Chief Financial Officer with effect from 1 May 2021. His service agreement is dated 20 January 2021.

The Executive Directors are eligible to participate in the Company's annual bonus plan (currently with a target opportunity of 75% of basic salary and a maximum opportunity of 150% of basic salary, with any award over 100% paid in shares) and awards (currently of up to 300% of basic pay per annum) under the long term incentive plan in place from time to time. Bonuses and long-term incentive awards are subject to the relevant scheme plan and to the Company's remuneration policy from time to time.

The Executive Directors are entitled to benefits including private medical insurance cover for them and their immediate dependents, permanent health insurance cover, health screening (and in the case of Nick Hampton, for his spouse) and life assurance cover of four times annual basic salary, subject in each case to the relevant policies. In addition, the Executive Directors are entitled to payments in lieu of pension of 15% of basic salary, to reimbursement of reasonable expenses incurred in performance of their duties, the provision of a company car (or annual car allowance of £15,000 for Nick Hampton and £11,000 for Vivid Sehgal) and to Company sick pay. Nick Hampton is entitled to 30 days' holiday and Vivid Sehgal to 26 days' holiday in each case, in addition to English public and statutory holidays.

The Executive Directors have the benefit of directors' and officers' liability insurance for the full term of their appointment and shall be indemnified against liability incurred in the performance of their duties in accordance with the Company's practice from time to time.

In order to protect the interests of the Company, the Executive Directors will be subject to standard business protection provisions, including garden leave, confidentiality undertakings and post-termination restrictive covenants (including non-compete restrictions).

(b) Termination provisions

The Executive Directors are required to give six months' notice of termination. The Company may terminate each Executive Director's service agreement by giving 12 months' notice. Alternatively, the Company may elect to terminate each Executive Director's service agreement by making payments in lieu of notice as follows:

- (i) in the case of Nick Hampton, 12 monthly payments of one-twelfth of 125% of annual basic salary (the "Monthly Payments") plus continuation of the Company's private medical insurance for each month of the notice period (the "Monthly Benefits"). The Monthly Payments and the Monthly Benefits shall be subject to mitigation from new employment during the notice period.
- (ii) In the case of Vivid Sehgal, a lump sum made up of 115% of base salary plus car allowance (if he has elected to receive such allowance) and a cash sum representing the value of private health insurance for any unexpired period of notice. Alternatively, the Company may continue private medical cover for any unexpired notice period. The Company may apply a mitigation strategy, for example, to make payments in equal monthly instalments for the notice period, reduced by earnings from new employment.

The Executive Directors will be paid for any accrued holiday not taken by the date their employment terminates.

On termination of employment, bonuses and long-term incentives are governed by the rules of the relevant plan and the Company's remuneration policy.

5.2 Non-Executive Directors

The particulars of the letters of appointment that the Company has in place with Dr Gerry Murphy, Patricia Corsi, John Cheung, Paul Forman, Lars Frederiksen, Kimberly Nelson, Sybella Stanley, and Warren Tucker are set out below.

| Name | Title | Date of appointment | Initial term ⁽¹⁾ (years) | Total fees per year ⁽²⁾ (£) |
|----------------------------|--|-------------------------------|--|---|
| Dr Gerry Murphy . . | Non-Executive Director and Chairman | 1 January 2017 ⁽³⁾ | 3 ⁽⁴⁾ | 350,000 ⁽⁵⁾ |
| Patricia Corsi | Non-Executive Director | 1 May 2021 | 3 | 68,000 |
| John Cheung | Non-Executive Director | 1 January 2021 | 3 | 68,000 |
| Paul Forman | Senior Independent Director | 1 January 2015 | 3 | 78,800 |
| Lars Frederiksen | Non-Executive Director | 1 April 2016 | 3 | 68,000 |
| Kimberly Nelson . . | Non-Executive Director | 1 July 2019 | 3 | 68,000 |
| Sybella Stanley . . . | Non-Executive Director | 1 April 2016 | 3 | 81,550 |
| Warren Tucker . . . | Non-Executive Director Chair of Audit Committee | 19 November 2018 | 3 | 86,050 |

Notes:

- (1) The appointment of the Non-Executive Directors (with the exception of Dr Gerry Murphy) is for an initial term of three years, and is not expected to continue for more than nine years (or in the case of Paul Forman, for more than two years, and for each of Lars Frederiksen, and Sybella Stanley, for more than three years). Their appointment is subject to Board review and annual general meeting re-election and will be terminable by either party at any time upon provision of written notice.
- (2) Fees for all Non-Executive Directors are to be paid in equal instalments monthly in arrears and are non-pensionable.
- (3) Dr Gerry Murphy initially served in the capacity of Chairman Designate for an introductory period which ended upon his succession to Chairman of the Company on 1 April 2017.
- (4) The appointment of the Chairman is for an initial term of three years, and is expected to continue for two three-year terms, but the Board may invite the Chairman to continue his appointment for an additional period, subject to Board review and annual general meeting re-election.
- (5) Fee to be fixed for two years from the date of Dr Gerry Murphy's appointment as Chairman, and reviewed annually thereafter.
- (6) Sybella Stanley was appointed Chair of the Remuneration Committee on 29 July 2021.

The appointment of the Non-Executive Directors is subject to the Company's articles of association. They are subject to annual re-election at each annual general meeting.

The Non-Executive Directors have no entitlement to participate in any bonus, healthcare or long term incentive plan arrangements. The Company will reimburse the Non-Executive Directors for reasonable expenses incurred in performing their duties. Dr Gerry Murphy has access to shared use of a Company car and driver for his business use, is provided with office space and secretarial support.

The Non-Executive Directors are subject to confidentiality undertakings and customary provisions in relation to outside interests.

The Non-Executive Directors have the benefit of directors' and officers' liability insurance for the full term of their appointment, and are granted a deed of indemnity by the Company. The Non-Executive Directors are entitled to consult independent professional advisers at the Company's expense where appropriate and in furtherance of their duties as a director.

On termination the Non-Executive Directors shall only be entitled to accrued fees as at the date of termination together with reimbursement of any expenses properly incurred prior to that date.

6 Key Individuals

The names and principal functions of the key individuals appointed as designates of the NewCo Group are set out below:

- Jim Stutelberg (CEO)

- Dave Resac (Chief Financial Officer)
- Tim Meinhold (Head of Procurement & Commodities)

7 Major Shareholders

As at the Latest Practicable Date, the Company had been notified under the Disclosure Guidance and Transparency Rules of the following persons who are interested, directly or indirectly, in 3% or more of the Company's issued ordinary share capital (each, a "Notifiable Interest"):

| Shareholder | Number of Ordinary Shares | Number of CFDs | Percentage of voting rights attached to issued ordinary share capital | Date of Notification |
|----------------------------|---------------------------|----------------|---|----------------------|
| Ameriprise Financial, Inc. | 51,707,032 | 31,000 | 11.04 | 22 July 2021 |
| BlackRock Inc. | 23,660,751 | 473,075 | 5.04 | 12 July 2021 |
| Norges Bank | 14,096,530 | - | 3.01 | 12 July 2021 |

Save as set out above, the Company is not aware of any other Notifiable Interests.

8 Related Party Transactions

Your attention is drawn to the following disclosures which are incorporated by reference into this document:

- in respect of the 2019 financial year, the disclosures on pages 140 and 172 of the 2019 Annual Report and Accounts;
- in respect of the 2020 financial year, the disclosures on pages 148 and 183 of the 2020 Annual Report and Accounts; and
- in respect of the 2021 financial year, the disclosures on pages 156 and 191 of the 2021 Annual Report and Accounts.

Save as disclosed above, the Company has not entered into any related party transaction during the period covered by the historical financial information contained in Part IV (*Historical financial Information on the NewCo Group*) of this document up to the date of this document.

9 Material Contracts

9.1 T&L Retained Group

Save as disclosed in this paragraph, there are no contracts (other than contracts entered into in the ordinary course of business) which have been entered into by members of the T&L Retained Group: (i) within the two years immediately preceding the date of this document which are or may be, material; or (ii) which contain any provision under which any member of the T&L Retained Group has any obligation or entitlement which is material to the T&L Retained Group as at the date of this document:

(a) The Transaction Agreements

The Transaction Agreements, summaries of which are set out in Part III (*Summary of the Principal Terms of the Transaction Agreements*) which are to be entered into on Completion.

(b) US\$800m RCF Agreement

On 3 July 2014, the Company (the "Original Guarantor") and Tate & Lyle International Finance PLC (the "Original Borrower" and together with the Company, the "Borrowers") entered into a \$800,000,000 revolving credit facility agreement with, amongst others, Coöperatieve Rabobank U.A. as agent and certain lenders named therein, which has been amended pursuant to an amendment letter dated 9 July 2014 and further amended and restated on 8 March 2019 and 11 May 2020 (such agreement as so amended and restated, the "RCF Agreement"). The key terms of the RCF Agreement are set out as below:

RCF Creditors

The RCF creditors are Bank of America Merrill Lynch DAC, Bank of China Limited, London Branch, BNP Paribas, Citibank N.A., London Branch, Coöperatieve Rabobank U.A trading as Rabobank London, Handelsbanken plc, acting through London Large Corporates Branch, Mizuho Bank, Ltd., and Wells Fargo Bank, N.A. London Branch.

Facility

The facility made available under the RCF Agreement is a revolving loan facility in the amount of \$800,000,000. As at the Latest Practicable Date, the RCF Agreement is undrawn.

Purpose

The amounts borrowed under the RCF Agreement shall be used for the general corporate purposes of the Borrowers.

Availability period, repayment and prepayment

The \$800,000,000 facility committed under the RCF Agreement is available for utilisation until 8 March 2025, with \$700,000,000 of the committed facility amount available for utilisation until 8 March 2026 (such date being the termination date of the facility).

Each loan drawn under the RCF Agreement is repayable on the last day of its interest period. The RCF Agreement contains customary prepayment provisions, including mandatory prepayment events in case of illegality, a disposal of all or substantially all of the assets of the Tate & Lyle Group or a change of control in respect of the Company.

No prepayment provision is triggered by the Transaction.

Interest and interest periods

The rate of interest on each loan drawn under the RCF Agreement is the percentage rate per annum which is the aggregate of the applicable margin and LIBOR or, in relation to any loan in euro, EURIBOR.

The margin varies between 0.25 per cent. and 0.80 per cent. per annum depending on the long-term credit ratings of the Tate & Lyle Group, as assigned by Moody's and S&P. The applicable margin is also subject to an adjustment based on annual performance against certain sustainability benchmarks. The applicable margin is currently 0.415 per cent. per annum. A commitment fee of 0.35 per cent of the margin is applicable on the available revolving commitment and there are utilisation fees to the extent the facility is drawn.

Guarantees and security

The RCF Agreement is unsecured but is guaranteed by the Company.

Financial covenant

The RCF Agreement requires the Company to ensure that, as at 30 September and 31 March each year, the ratio of the net debt to EBITDA of the Tate & Lyle Group does not exceed 3.5:1.

For the purposes of this covenant, EBITDA shall be adjusted to take into account the pro forma impact of any acquisitions or disposals made during the period ending on the relevant testing date by a member of the Tate & Lyle Group.

Representations, undertakings and events of default

The RCF Agreement contains customary representations, undertakings and events of default for financings of this nature.

(c) US\$800m US PP Documents

The Company, acting as parent guarantor, periodically issues private placement notes through its subsidiary, Tate & Lyle International Finance PLC, denominated in US dollars (the "US PP Notes"), to institutional investors. Tate and Lyle International Finance PLC has issued US PP Notes pursuant to:

- (i) the note purchase and guarantee agreement dated 24 September 2015 entered into by, amongst others, Tate & Lyle International Finance PLC as issuer, with respect to the outstanding \$95,000,000 floating rate series A senior notes due 29 October 2023, \$25,000,000 3.83 per cent. series B senior notes due 29 October 2023, \$180,000,000 4.06 per cent. series C senior notes due 29 October 2025, and \$100,000,000 4.16 per cent. series D senior notes due 29 October 2027, as amended on 5 August 2019;
- (ii) the note purchase and guarantee agreement dated 29 August 2019 entered into by, amongst others, Tate & Lyle International Finance PLC as issuer, with respect to the

outstanding \$100,000,000 3.31 per cent. series A senior notes due 19 November 2029, and \$100,000,000 3.41 per cent. series B senior notes due 19 November 2031; and

- (iii) the note purchase and guarantee agreement dated 18 May 2020 entered into by, amongst others, Tate & Lyle International Finance PLC as issuer, with respect to the outstanding \$100,000,000 2.91 per cent. series A senior notes due 6 August 2030, and \$100,000,000 3.01 per cent. series B senior notes due 6 August 2032.

(together, the "US PP Documents").

The terms and conditions of each of the US PP Notes are broadly similar and contain mostly standard private placement market terms. The key terms of the US PP Notes are set out as below:

Prepayment and make-whole

The US PP Notes may be prepaid at any time in whole or in part (subject to a minimum amount of not less than 5 per cent. of the aggregate principal amount of the notes outstanding in the case of a partial prepayment) at par plus all accrued and unpaid interest plus a market make-whole premium, if any.

The outstanding \$95,000,000 floating rate series A senior notes due 29 October 2023 are not subject to a make-whole premium and can be prepaid at par.

In general terms, the make-whole premium will be equal to the difference (but not less than zero) between: (a) the present value of the remaining principal payments on the principal amount to be prepaid, discounted at a rate equal to the yield on the most actively-traded on the run US treasury note plus 50 basis points; and (b) the principal amount of the US PP Notes to be prepaid.

The US PP Notes are not subject to required prepayments prior to the final maturity date except in connection with a change of control or due to acceleration on event of default.

Interest and interest periods

Interest under the US PP Notes is payable by Tate & Lyle International Finance PLC semi-annually in arrears.

Guarantees

The US PP Notes are guaranteed by the Company.

Financial Covenant

Each of the US PP Documents requires the Company to ensure that, as at 30 September and 31 March each year, the ratio of net debt to EBITDA does not exceed 3.5:1.

For the purposes of this covenant, EBITDA shall be adjusted to take into account the pro forma impact of any acquisitions or disposals made during the period ending on the relevant testing date by a member of the Tate & Lyle Group.

Representations, other covenants and events of default

The US PP Documents contain customary representations, covenants and events of default for financings of this nature.

9.2 NewCo Group

Save as disclosed in this paragraph, there are no contracts (other than contracts entered into in the ordinary course of business) which have been entered into by members of the NewCo Group: (i) within the two years immediately preceding the date of this document which are or may be, material; or (ii) which contain any provision under which any member of the NewCo Group has any obligation or entitlement which is material to the NewCo Group as at the date of this document.

The Transaction Agreements

The Transaction Agreements, summaries of which are set out in Part III (*Summary of the Principal Terms of the Transaction Agreements*) which are to be entered into on Completion.

10 Litigation

10.1 T&L Retained Group

No member of the T&L Retained Group is or has been involved in any governmental, legal or arbitration proceedings nor, so far as the Company is aware, are any such proceedings pending or threatened which may have, or have had during the 12 months preceding the date of this document, a significant effect on the T&L Retained Group's financial position or profitability.

10.2 NewCo Group

No member of the NewCo Group is or has been involved in any governmental, legal or arbitration proceedings nor, so far as the Company is aware, are any such proceedings pending or threatened which may have, or have had during the 12 months preceding the date of this document, a significant effect on the NewCo Group's financial position or profitability.

11 Working Capital

The Company is of the opinion that, taking into account the net proceeds of the Transaction and the facilities available to the T&L Retained Group, the T&L Retained Group has sufficient working capital for its present requirements, that is, for at least the next 12 months from the date of publication of this document.

12 Significant Changes

12.1 T&L Retained Group

There has been no significant change in the financial position of T&L Retained Group since 31 March 2021, the date to which the last published audited financial statements were prepared.

12.2 NewCo Group

There has been no significant change in the financial position of the NewCo Group since 31 March 2021, the date to which the historical financial information relating to the NewCo Group included in Part IV (*Historical Financial Information on the NewCo Group*) of this document was prepared.

13 Consents

- (a) Citigroup has given and not withdrawn its written consent to the inclusion of its name in this document in the form and context in which it is included.
- (b) Ondra has given and not withdrawn its written consent to the inclusion of its name in this document in the form and context in which it is included.
- (c) Greenhill has given and not withdrawn its written consent to the inclusion of its name in this document in the form and context in which it is included.
- (d) BofA Securities has given and not withdrawn its written consent to the inclusion of its name in this document in the form and context in which it is included.
- (e) Ernst & Young LLP has given and has not withdrawn its written consent to the inclusion of its report in Part V (*Unaudited Pro Forma Financial Information on the T&L Retained Group*) of this document in the form and context in which it is included.

14 Documents Available for Inspection

A copy of the Share Purchase Agreement may be inspected at the offices of Linklaters LLP, One Silk Street, London EC2Y 8AF during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) from the date of this document up to and including the date of the General Meeting and until its conclusion. Copies of the following documents may be inspected on the Company's website (www.tateandlyle.com) from the date of this document up to and including the date of the General Meeting and until its conclusion:

- (a) the memorandum and articles of association of the Company;
- (b) the historical financial information relating to the NewCo Group set out in Part IV (*Historical Financial Information on the NewCo Group*) of this document;
- (c) the unaudited pro forma financial information relating to the T&L Retained Group set out in Section A of Part V (*Unaudited Pro Forma Financial Information on the T&L Retained Group*) of this document and Ernst & Young LLP's report thereon set out in Section B of Part V (*Unaudited Pro Forma Financial Information on the T&L Retained Group*) of this document;

- (d) the 2019 Annual Report and Accounts;
- (e) the 2020 Annual Report and Accounts;
- (f) the 2021 Annual Report and Accounts;
- (g) the letters in relation to the consents referred to in paragraph 13 above; and
- (h) this document.

PART VII
DOCUMENTATION INCORPORATED BY REFERENCE

The following documents (or parts of documents) are incorporated by reference in, and form part of, this document.

| Information incorporated by reference | Document reference | Paragraph and page number(s) of this document with information incorporated by reference | Where the information can be accessed by Shareholders |
|--|--|---|--|
| 2021 Annual Report and Accounts | Details of related party transactions that the Company has entered into for the financial year ended 31 March 2021 (pages 156 and 191) | Paragraph 8 of Part VI (<i>Additional Information</i>), page 47 | www.tateandlyle.com/sites/default/files/2021-06/annual-report-2021.pdf |
| 2020 Annual Report and Accounts | The Company's remuneration policy (set out at pages 115 to 120) as approved by a majority of Ordinary Shareholders in July 2020 (pages 115 to 120) | Paragraph 8 of Part I (Letter from the Chairman of Tate & Lyle PLC), page 14 | www.tateandlyle.com/sites/default/files/2020-06/tate-lyle-plc-annual-report-2020.pdf |
| | Details of related party transactions that the Company has entered into for the financial year ended 31 March 2020 (pages 148 and 183) | Paragraph 8 of Part VI (<i>Additional Information</i>), page 47 | |
| 2019 Annual Report and Accounts | Details of related party transactions that the Company has entered into for the financial year ended 31 March 2019 (pages 140 and 172) | Paragraph 8 of Part VI (<i>Additional Information</i>), page 47 | www.tateandlyle.com/sites/default/files/2019-06/tatelyle-annual-report-2019.pdf |

PART VIII

DEFINITIONS AND GLOSSARY

The following definitions apply throughout this document, unless stated otherwise:

| | |
|--|--|
| 2019 Annual Report and Accounts | the annual report and audited accounts of the Company in respect of the Company's financial year ending on 31 March 2019 |
| 2020 Annual Report and Accounts | the annual report and audited accounts of the Company in respect of the Company's financial year ending on 31 March 2020 |
| 2021 Annual Report and Accounts | the annual report and audited accounts of the Company in respect of the Company's financial year ending on 31 March 2021 |
| Acquisition Proposal | has the meaning given in paragraph 1.5 of Part III (<i>Summary of the Principal Terms of the Transaction Agreements</i>) of this document |
| ADR | American Depositary Receipts of the Company issued under the Deposit Agreement |
| ADR Holders | holders of ADRs as at the ADR Record Date |
| ADR Proxy Card | the ADR proxy card for use by ADR Holders in relation to the General Meeting |
| ADR Record Date | 7 September 2021 |
| Almex | Almidones Mexicanos S.A. de C.V. |
| Antitrust Authorities | all the competition authorities having jurisdiction over the Transaction and, specifically the relevant national competition authorities in Austria and Germany (i.e. the Bundeswettbewerbsbehörde in Austria and the Bundeskartellamt in Germany) or, alternatively and if applicable, the European Commission, the US Federal Trade Commission or US Department of Justice, the State Administration for Market Regulation in China (SAMR) and the Federal Economic Competition Commission in Mexico (Comisión Federal de Competencia Económica) |
| Antitrust Clearances | any decision, in any form (including a statement of lack of jurisdiction, a decision in the form of silent assent, or simple notification regarding whether Completion may, pursuant to applicable laws and regulations, take place without the need of any decision and/or without waiting for the expiry of investigation terms) by the Antitrust Authorities or, if applicable, the expiry of the terms of the initial period of review of the Antitrust Authorities, which authorises or does not oppose to the Transaction |
| Board | the board of Directors of the Company |
| BofA Securities | Merrill Lynch International |
| Business Warranties | has the meaning given in paragraph 1.10.1 of Part III (<i>Summary of the Principal Terms of the Transaction Agreements</i>) of this document |
| Circular | this document |
| Citigroup | Citigroup Global Markets Limited |
| Company or Tate & Lyle | Tate & Lyle PLC, a public limited company incorporated in England and Wales with registered number 76535 whose registered office is situated at 1 Kingsway, London WC2B 6AT |

| | |
|---|--|
| Completion | completion of the Disposal in accordance with the terms of the Share Purchase Agreement |
| Conditions | has the meaning given in paragraph 1.3 of Part III (<i>Summary of the Principal Terms of the Transaction Agreements</i>) of this document |
| Corporate Sponsored Nominee | Equiniti Corporate Nominees Limited, the nominee company holding Ordinary Shares on behalf of CSN Holders via the Equiniti Corporate Sponsored Nominee Service |
| Covid-19 | SARS-COV-2 or Covid-19, and any evolution or mutations thereof or related or associated epidemics, pandemic or disease outbreaks |
| CREST | the relevant system (as defined in the Uncertificated Securities Regulations 2001 (SI 2001 / 3755)) in respect of which Euroclear UK & Ireland Limited is the Operator (as defined in such Regulations) in accordance with which securities may be held and transferred in uncertificated form |
| CSN Holders | CSN Ordinary Share Participants |
| CSN Ordinary Share Participants | beneficial owners of Ordinary Shares held via the Equiniti Corporate Sponsored Nominee Service |
| Deposit Agreement | the deposit agreement between the Company and the Depositary and the holders and beneficial owners of ADRs issued thereunder |
| Depositary | Citigroup, N.A., as depositary under the Deposit Agreement |
| Directors | the directors of the Company, whose names are set out at paragraph 3 of Part VI (<i>Additional Information</i>) of this document |
| Disclosure Guidance and Transparency Rules | the Disclosure Guidance and Transparency Rules made by the FCA pursuant to Part 6 of FSMA |
| Disposal | the sale by the Company of an interest in the NewCo Group to KPS in accordance with the terms of the Share Purchase Agreement |
| Equiniti or Registrars | Equiniti Limited of Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA, United Kingdom |
| Equiniti Corporate Sponsored Nominee Service | a service provided to shareholders who have a beneficial interest in the Ordinary Shares which is provided by Equiniti Limited and held by the Corporate Sponsored Nominee in CREST in uncertificated form on their behalf |
| F&BS Products | Food & Beverage solutions products manufactured by or on behalf of the Tate & Lyle Group |
| FCA | the Financial Conduct Authority |
| Form of Instruction | the form of instruction accompanying this document for use by CSN Ordinary Share Participants in relation to the General Meeting |
| Form of Proxy | the form of proxy accompanying this document for use by Ordinary Shareholders in relation to the General Meeting |
| FSMA | Financial Services and Markets Act 2000 |

| | |
|--------------------------------------|--|
| General Meeting | the general meeting of the Ordinary Shareholders convened by the Notice for the purposes of approving the Resolutions (or any reconvened meeting following any adjournment thereof) |
| Greenhill | Greenhill & Co. International LLP |
| Group Bonus Plan | the Tate & Lyle Group Bonus Plan |
| IFRS | International Financial Reporting Standards |
| IPO | (i) an underwritten initial public offering in connection with which the equity securities of any IPO entity are listed for trading on a major internationally recognised stock exchange; or (ii) a business combination, merger or similar transaction of NewCo involving a special purpose acquisition corporation whose securities are registered under the Securities Act 1933 (as amended) and listed on a nationally recognised exchange |
| Joint Venture | the 49.9%:50.1% joint venture between the T&L Retained Group and KPS, with respect to the NewCo Business established pursuant to the Transaction |
| Joint Venture Agreement | the agreement to be entered into between TLHUS, T&L Grain NewCo, the Purchaser and NewCo on Completion in relation to NewCo and the NewCo Group, further details of which are set out in paragraph 3 of Part III (<i>Summary of the Principal Terms of the Transaction Agreements</i>) of this document. |
| KPS | KPSCPLP together with the Purchaser and their affiliates |
| Latest Practicable Date | 9 September 2021, being the latest practicable date before publication of this document |
| Listing Rules | the rules and regulations made by the FCA under the FSMA, and contained in the FCA's publication of the same name |
| Long Stop Date | the date falling 12 months after the date of the Share Purchase Agreement |
| Long Term Agreements | the Supply Agreement, the Net Raw Materials Agreement, the Tolling Agreement, the Reverse Tolling Agreement and the Distribution Agreement and " Long Term Agreement " means any one of them |
| Management Services Agreement | the management services agreement to be entered into between NewCo and an affiliate of KPS on or around the date of Completion |
| Net Raw Materials Agreement | the agreement between Tate & Lyle Solutions and TLIA to be entered into at Completion in respect of the provision of corn procurement services, further details of which are set out in paragraph 8 of Part III (<i>Summary of the Principal Terms of the Transaction Agreements</i>) of this document |
| NewCo | a limited liability company to be incorporated in the State of Delaware which will be the holding company of the NewCo Group |
| NewCo Business | the Tate & Lyle Group's Primary Products business in North America and Latin America and its interests in the Almex and Bio-PDO joint ventures, as more particularly defined in the Share Purchase Agreement |
| NewCo Group | NewCo and its subsidiaries from time to time |
| NOAM | North America |
| Notice | the notice of General Meeting set out at the end of this document |
| Ondra | Ondra LLP |

| | |
|--|---|
| Ordinary Shareholders | the holders of Ordinary Shares |
| Ordinary Shares | the ordinary shares of 25 pence each in the capital of the Company |
| Performance Share Plan | the Tate & Lyle Performance Share Plan 2020 |
| Preference Shareholders | the holders of Preference Shares |
| Preference Shares | the 6.5% cumulative preference shares of £1.00 each in the capital of the Company |
| Prospectus Regulation | Regulation (EU) No 2017/1129 of the European Parliament and of the Council of 14 June 2017 (including any amendments and/or supplements thereto) |
| Registrar of Companies | the Registrar of Companies of England and Wales |
| Regulatory Information Service | any of the services authorised by the FCA from time to time for the purpose of disseminating regulatory announcements |
| Remuneration Committee | the remuneration committee of the Company |
| Reorganisation | the restructuring required to separate the NewCo Group from the Tate & Lyle Group to be implemented between the date of the Share Purchase Agreement and the date of Completion |
| Resolutions | the ordinary resolutions to approve the Transaction the proposed amendments to the Company's current remuneration policy, as set out in the Notice |
| Reverse Tolling Agreement | the agreement between Tate & Lyle Solutions and TLIA to be entered into at Completion in respect of the manufacture and supply of industrial starch products, further details of which are set out in paragraph 7 of Part III (<i>Summary of the Principal Terms of the Transaction Agreements</i>) of this document |
| Reverse Transitional Services Agreement | the agreement between Tate & Lyle Solutions and TLIA to be entered into at Completion in respect of the provision of certain services by the NewCo Group to the T&L Retained Group, further details of which are set out in paragraph 10 of Part III (<i>Summary of the Principal Terms of the Transaction Agreements</i>) of this document |
| Shareholders | the Ordinary Shareholders and the holders of the Preference Shares (in each case which, for the avoidance of doubt, includes the Corporate Sponsored Nominee with respect to the Ordinary Shares held via the Equiniti Corporate Sponsored Nominee Service) |
| Share Plan Participants | participants in the Performance Share Plan, the Group Bonus Plan and the Tate & Lyle Sharesave Plan 2020 |
| Share Purchase Agreement | the agreement between the Company and KPS relating to the sale and purchase of an interest in the NewCo Group, dated 11 July 2021, as amended and restated on 13 August 2021, further details of which are set out in paragraph 1 of Part III (<i>Summary of the Principal Terms of the Transaction Agreements</i>) of this document |
| Supply Agreement | the agreement between Tate & Lyle Solutions and TLIA to be entered into at Completion in respect of the supply and manufacture of F&BS Products, further details of which are set out in paragraph 5 of Part III (<i>Summary of the Principal Terms of the Transaction Agreements</i>) of this document |
| Takeover Code | the City Code on Takeovers and Mergers as from time to time amended and interpreted by the Panel on Takeovers and Mergers |
| Takeover Proposal | a transaction which is or will be subject to the Takeover Code |

| | |
|--|--|
| Tate & Lyle Group | the Company, its subsidiaries (as defined in the Companies Act 2006), and its subsidiary undertakings from time to time (which, for the avoidance of doubt, shall not include the NewCo Group from the date of Completion) |
| Tate & Lyle Solutions | Tate & Lyle Solutions USA LLC, a limited liability company incorporated in the State of Delaware whose registered office is at 1209 Orange Street, Wilmington, New Castle County, DE 19801, USA, and who will be a member of the T&L Retained Group |
| T&L Grain NewCo | a limited liability company to be formed in the State of Delaware as part of the Reorganisation, and who will be a member of the T&L Retained Group |
| T&L Retained Group | the Tate & Lyle Group following Completion, excluding the NewCo Group |
| TLHUS | TLHUS Inc., a corporation incorporated in the State of Delaware whose registered office is at 1209 Orange Street, Wilmington, New Castle County, DE 19801, USA, and who will be a member of the T&L Retained Group |
| TLIA | Tate & Lyle Ingredients Americas LLC, a limited liability company formed in the State of Delaware whose registered office is at 1209 Orange Street, Wilmington, New Castle County, DE 19801, USA, and who will be a member of the NewCo Group |
| Tolling Agreement | the agreement between Tate & Lyle Solutions and TLIA to be entered into at Completion in respect of the manufacture and supply of two specific products, further details of which are set out in paragraph 6 of Part III (<i>Summary of the Principal Terms of the Transaction Agreements</i>) of this document |
| Transaction | the transaction pursuant to which it is intended that the NewCo Business will be managed as a joint venture between Tate & Lyle and the Purchaser, to be effected pursuant to the terms of the Share Purchase Agreement and the Joint Venture Agreement and all other Transaction Agreements, to be approved by Shareholders at the General Meeting |
| Transaction Agreements | the Share Purchase Agreement, the Tax Indemnity, the Joint Venture Agreement, the Long Term Agreements, the Transitional Services Agreement, the Reverse Transitional Services Agreement, the Insurance Agreement, the State Tax Sharing Agreement, the Licence Agreements and the Lease Agreements which are described in Part III (<i>Summary of the Principal Terms of the Transaction Agreements</i>) of this document |
| Transitional Services Agreement | the agreement between Tate & Lyle Solutions and TLIA to be entered into at Completion in respect of the provision of certain services by the T&L Retained Group to the NewCo Group, further details of which are set out in paragraph 9 of Part III (<i>Summary of the Principal Terms of the Transaction Agreements</i>) of this document |
| UK or United Kingdom | the United Kingdom of Great Britain and Northern Ireland |
| United States or USA | the United States of America |

All times referred to are London times unless otherwise stated.

All references to legislation in this document are to the legislation of England and Wales unless otherwise stated. Any reference to any provision of any legislation shall include any amendment, modification, re-enactment or extension thereof.

Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine or neutral gender.

Tate & Lyle PLC NOTICE OF GENERAL MEETING

NOTICE IS HEREBY GIVEN that a GENERAL MEETING of the holders of ordinary shares in Tate & Lyle PLC (the "Company") will be held at Hilton London Heathrow Airport T4, Terminal 4, Hounslow, TW6 3AF, GB on 30 September 2021 at 10.30 a.m. to consider and, if thought fit, pass the following resolutions, which will be proposed as ordinary resolutions.

Capitalised terms used in this Notice shall have the same meaning as is given to them in the Circular of which this Notice forms part.

Ordinary resolutions

1. THAT:

- (a) the Transaction and the Transaction Agreements as described in the Circular be and are approved for the purposes of Chapter 10 of the Listing Rules of the Financial Conduct Authority, with any changes as are permitted in accordance with paragraph (b) below; and
- (b) the Directors (or a duly authorised committee of the Directors) be and are hereby authorised: (i) to agree such modifications, revisions, waivers, extensions, additions or amendments (not being modifications, variations, revisions, waivers, extensions, additions or amendments of a material nature) as the Directors (or any duly authorised committee of the Directors) consider necessary, expedient or desirable in connection with, and to implement, the Transaction and/or the Transaction Agreements; and (ii) to do or procure to be done all such acts and things on behalf of the Company and any of its subsidiaries as the Directors (or any duly authorised committee of the Directors) consider to be necessary, expedient or desirable to implement and give effect to, or otherwise in connection with, the Transaction and any matters incidental to the Transaction; and

2. THAT the section of the Company's remuneration policy (approved by shareholders on 23 July 2020 and set out in pages 115 to 120 of the 2020 Report and Accounts) headed "Performance Share Plan" be amended as shown below:

Performance Share Plan

- *Awards over Tate & Lyle PLC shares may be made, at the Committee's discretion, on an annual basis taking an individual executive's contribution and performance into account*
- *Awards will only vest to participants if demanding financial performance requirements have been achieved over a performance period of at least three financial years commencing with the financial year in which the award is made*
- *A 2-year post-vesting holding period follows the 3- year performance period – so awards to executive directors have a five-year horizon*
- *Flexibility to make awards of up to 300% of base salary (at the time of award) to ensure market competitiveness and taking account of the Company's performance*
- *The award will lapse entirely if threshold performance targets are not achieved.*
- *Only 15% of any award made to executive directors vests for achieving threshold performance.*

It is proposed that ~~t~~The following performance metrics will be ~~were~~ adopted for awards made from 2021~~19~~: organic revenue growth; Return on Capital Employed (ROCE); Relative Total Shareholder Return (TSR); and environmental, social and governance (ESG) metrics. ~~The weighting given to 'ESG' metric(s) will not exceed 20% of the award.40%: Group adjusted earnings per share — 20%: Food & Beverage Solutions volume growth — 40%: adjusted return on capital employed (ROCE)~~

- *~~These metrics are key determinants of shareholder and broader stakeholder value creation, reflecting: the effectiveness of strategic investment decisions, the ambition we have set out to grow our Food & Beverage Solutions focused business focus on growing our FBS division, and the growth in financial value of the whole group. If material changes to the metrics are proposed, the Committee would consult with key shareholders in advance of making a new award~~*

- Metrics and Targets are reviewed by the Committee ahead of each annual grant, to ensure these remain appropriately stretching over the performance period. If material changes to the metrics are proposed, the Committee would consult with key shareholders in advance of making a new award
- *The Committee must be satisfied that the level of vesting is justified by the broader underlying financial performance of the Company*
- *A dividend underpin gives the Committee discretion to reduce PSP vesting if dividends over the performance period do not conform to the dividend policy*
- *Malus / claw back provisions: awards may be recouped in specific circumstances during the two-year period after the performance period*

By order of the Board,
Claire-Marie O'Grady
Company Secretary
13 September 2021

Registered office:

1 Kingsway, London WC2B 6AT

Registered in England and Wales No. 76535

Notes to the Notice of General Meeting

Appointment of proxies

1. An Ordinary Shareholder entitled to attend, speak and vote at the General Meeting is entitled to appoint another person as his or her proxy to exercise all or any of his or her rights to attend and to speak and vote at the General Meeting. An Ordinary Shareholder may appoint more than one proxy in relation to the General Meeting provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that Ordinary Shareholder. A proxy need not be an Ordinary Shareholder of the Company.
2. If you are an Ordinary Shareholder that received this document in the post, a Form of Proxy for use in connection with the Resolutions to be proposed at the General Meeting is enclosed. If you are an Ordinary Shareholder that downloaded this document from www.tateandlyle.com, the Form of Proxy can be found on that website. Alternatively, Ordinary Shareholders may register the appointment of their proxy or proxies electronically by going to Equiniti's website, www.sharevote.co.uk and following the instructions. Ordinary Shareholders will need their Voting ID, Task ID and Shareholder Reference Number printed on the enclosed Form of Proxy. If Ordinary Shareholders have already registered with Equiniti's online portfolio service, Shareview, they can appoint a proxy or proxies electronically by logging on to their portfolio at www.shareview.co.uk and clicking on the link to vote. CREST members may also use the CREST electronic appointment service to appoint a proxy (see Notes 7 to 10 below). Please note that any electronic communication found to contain a computer virus will not be accepted.
3. To be valid, the Form of Proxy (together with the power of attorney or other authority (if any) under which it is signed), electronic proxy appointment or proxy appointment through CREST (see Notes 7 to 10 below) must be received by Equiniti by no later than 10.30 a.m. on 28 September 2021. If an Ordinary Shareholder submits more than one proxy appointment in respect of the same holding of Ordinary Shares, either by paper or electronic communication, the appointment received last by Equiniti before the latest time for receipt of proxies will take precedence. Appointing a proxy will not prevent an Ordinary Shareholder from attending and voting in person at the General Meeting.
4. Hard copy Forms of Proxy should be sent to Equiniti at Freepost RTHJ-CLLL-KBKU, Equiniti Limited, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA. No stamp is needed if it is posted in the UK. If the Form of Proxy is posted outside the UK, you should return it in an envelope using the address on the back of the Form of Proxy. You will need to pay postage.
5. Any power of attorney or any other authority under which the Form of Proxy is signed (or a duly certified copy of such power or authority) must be included with the Form of Proxy.
6. If the Ordinary Shareholder is a corporation, the Form of Proxy must be executed under seal or signed by a duly authorised officer or attorney. Any alteration to the Form of Proxy should be initialled by the person who signed it.

Appointment of proxies through CREST

7. CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so for the meeting and any adjournment(s) thereof by following the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed a voting service provider, should refer to their CREST sponsor or voting service provider, who will be able to take the appropriate action on their behalf.
8. In order for a proxy appointment or instruction made by means of CREST to be valid, the appropriate CREST message (a "CREST Proxy Instruction") must be properly authenticated in accordance with Euroclear's specifications and must contain the information required for such instructions, as described in the CREST Manual (available at www.euroclear.com). The message (regardless of whether it constitutes the appointment of a proxy, the revocation of a proxy appointment or an amendment to the instruction given to a previously appointed proxy) must, in order to be valid, be transmitted so as to be received by Equiniti (ID RA19) by the latest time(s) for receipt of proxy appointments specified in Note 3 above. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Equiniti is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to a proxy appointed through CREST should be communicated to the appointee by other means.

9. CREST members and, where applicable, their CREST sponsors or voting service providers, should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider, to procure that his CREST sponsor or voting service provider takes) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members (and, where applicable, their CREST sponsors or voting service providers) are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.
10. The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001.

CSN Holders

11. If you are a CSN Holder that received this document in the post, a Form of Instruction for use in connection with the Resolutions to be proposed at the General Meeting is enclosed. If you are a CSN Holder that downloaded this document from www.tateandlyle.com, the Form of Instruction can be found on that website. Alternatively, CSN Holders may register their vote electronically by going to Equiniti's website, www.sharevote.co.uk and following the instructions. CSN Holders will require their Shareholder Reference Number, Voting ID and Task ID printed on the Form of Instruction to complete the procedure. CSN Holders already registered with Equiniti's online portfolio service, Shareview, can register their vote electronically by logging on to their portfolio at www.shareview.co.uk and clicking on the link to vote.
12. To be valid, the Form of Instruction (either by paper or electronic communication) together with the power of attorney or other authority (if any) under which it is signed, must be received by Equiniti by no later than 10.30 a.m. on 27 September 2021. If you submit more than one Form of Instruction in respect of the same holding, either by paper or electronic communication, the appointment received last by Equiniti before the aforementioned deadline for receipt of voting instructions will take precedence.
13. Any power of attorney or any other authority under which the Form of Instruction is signed (or a duly certified copy of such power or authority) must be included with the Form of Instruction.
14. If the CSN Holder is a corporation, this Form of Instruction must be executed under seal or signed by a duly authorised officer or attorney.

Right to attend and vote

15. The entitlement of an Ordinary Shareholder to attend and vote at the meeting, and the number of votes which may be cast at the meeting, will be determined by reference to the Company's register of members at 6.30 p.m. (London time) on 28 September 2021 (or in the case of an adjournment, at 6.30 p.m. (London time) on the date which is two business days before the time fixed for the adjourned meeting). Changes to the Company's register of members after the relevant deadline shall be disregarded in determining the rights of any person to attend, speak and vote at the General Meeting.

Corporate representatives

16. Any corporation which is an Ordinary Shareholder can appoint one or more corporate representatives who may exercise on its behalf all of its powers as an Ordinary Shareholder provided that they do not do so in relation to the same shares.

Nominated persons

17. A person who is not an Ordinary Shareholder of the Company, but has been nominated by an Ordinary Shareholder to enjoy information rights in accordance with Section 146 of the Companies Act 2006 ("nominated persons"), does not have the right to appoint a proxy, although he or she may have a right under an agreement with the Ordinary Shareholder to be appointed (or to have someone else appointed) as a proxy. Alternatively, if nominated persons do not have such a right, or do not wish to exercise it, they may have a right under an agreement with the relevant Ordinary Shareholder to give instructions as to the exercise of voting rights.
18. If you have been nominated to receive general shareholder communications directly from the Company, it is important to remember that your main contact in terms of your investment remains the registered shareholder or custodian or broker who administers the investment on your behalf. Therefore, any changes or queries relating to your personal details and holding (including any administration) must continue to be directed to your existing contact at your investment manager or custodian. The Company cannot guarantee

to deal with matters that are directed to it in error. The only exception to this is where the Company, in exercising one of its powers under the Companies Act 2006, writes to you directly for a response.

Joint shareholders

19. In the case of joint holders of Ordinary Shares, where more than one of the joint holders purports to appoint a proxy, only the appointment submitted by the most senior holder shall be accepted. Seniority shall be determined by the order in which the names stand in the Company's register of members in respect of the joint holding (the first-named being the most senior).

American Depositary Receipts (ADRs)

20. Holders of ADRs should complete ADR Proxy Cards in relation to the voting rights attached to the Ordinary Shares represented by their ADRs. Such ADR Proxy Cards should be returned to the US Depository, Citigroup, as indicated, as soon as possible and no later than 10 a.m. (New York time) on 24 September 2021. Should you have any additional queries, the US Depository can be contacted at +1 877 248 4237 (toll free) or +1 781 575 4555 (for calls from outside the USA) or email: citibank@shareholders-online.com.

Voting rights

21. Holders of Ordinary Shares are entitled to attend and vote at general meetings of the Company. As at 9 September 2021, being the Latest Practicable Date prior to publication of this Notice, the total number of issued Ordinary Shares of the Company was 468,493,667. The Company does not hold any shares in treasury and therefore the total number of voting rights attached to the Company's issued Ordinary Shares as at the Latest Practicable Date was 468,493,667.

Right to ask questions

22. Any Ordinary Shareholder attending the General Meeting has the right to ask questions. The Chairman will ensure that any question relating to the business being dealt with at the meeting receives a response, but in accordance with Section 319A of the Companies Act 2006, no response need be given if:
- (a) to do so would interfere unduly with the preparation for the meeting or involve the disclosure of confidential information;
 - (b) the answer has already been given on the Company's website in the form of an answer to a question; or
 - (c) the Chairman determines that it is undesirable in the interests of the Company or for the good order of the meeting that the question be answered.

The Chairman may determine the order in which questions raised by Ordinary Shareholders are taken, having due regard for Ordinary Shareholders present at the meeting.

Information on website

23. A copy of this Notice and other information required by Section 311A of the Companies Act 2006 can be found on the Company's website, www.tateandlyle.com.

Documents available for inspection

24. Copies of the Share Purchase Agreement may be inspected at the offices of Linklaters LLP, One Silk Street, London EC2Y 8AF during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) from the date of this document up to and including the date of the General Meeting and until its conclusion. Copies of the following documents may be inspected on the Company's website (www.tateandlyle.com) from the date of this document up to and including the date of the General Meeting and until its conclusion:
- the memorandum and articles of association of the Company;
 - the historical financial information relating to the NewCo Group set out in Part IV (*Historical Financial Information on the NewCo Group*) of this document;
 - the unaudited pro forma financial information relating to the T&L Retained Group set out in Part V (*Unaudited Pro Forma Financial Information on the T&L Retained Group*) of this document together with Ernst & Young LLP's report thereon;
 - the 2019 Annual Report and Accounts;
 - the 2020 Annual Report and Accounts;
 - the 2021 Annual Report and Accounts;

- the letters in relation to the consents referred to in paragraph 13 of Part VI (*Additional Information*) of this document; and
- this document.

Electronic communication

25. Shareholders or CSN Holders may not use any electronic address provided in either this notice of meeting or any related documents (including the Form of Proxy or Form of Instruction) to communicate with the Company for any purposes other than those expressly stated.

