

SUBORDINATION AGREEMENT

THIS AGREEMENT IS DATED 22 JULY 2020 AND MADE BETWEEN:

- (1) **Milchverwaltung FrieslandCampina Germany GmbH**, a German entity, with seat in Köln, Germany, registration number HRB 45347 with the Handelsregister B des Amtsgerichts Köln ("**FC Germany**");
- (2) **FrieslandCampina CVBA**, a Belgian entity, with seat in Aalter, Belgium, registration number 0478.847.725 ("**CV FC**")
- (3) **FrieslandCampina Belgium NV**, a Belgian entity, with seat in Aalter, Belgium, registration number 0402.814.175 ("**FC Belgium**" and together with FC Germany and CV FC, the "**FC Creditors**")

and

- (4) **FC C.V.**, a limited partnership (*commanditaire vennootschap*) established under the laws of the Netherlands, with address at Stationsplein 4, 3813 LE Amersfoort, the Netherlands, trade register number 75623277 (the "**Limited Partnership**"), acting through its general partner (*beherend vennoot*) FrieslandCampina B.V.; and
- (5) **Koninklijke FrieslandCampina N.V.**, a public company with limited liability (*naamloze vennootschap*) with seat in Amersfoort, the Netherlands, address at Stationsplein 4, 3813 LE Amersfoort, the Netherlands, trade register number 11057544 (the "**Company**" and together with the Limited Partnership, the "**Debtors**").

BACKGROUND:

- (A) The FC Creditors receive monthly milk deliveries from members of Zuivelcoöperatie FrieslandCampina U.A. (the "**Members**") on behalf of Zuivelcoöperatie FrieslandCampina U.A. in relation to the delivery of milk under the "*Melkgeldreglement*" (most recently amended on 22 July 2020, as further amended and restated (the "**Melkgeldreglement**")).
- (B) Pursuant to the Melkgeldreglement, the Members have subordinated the claims they have or may have in relation to the delivery of milk on the Limited Partnership and the Company to the claims of certain creditors of the Limited Partnership and the Company (as described in clause 10.5 of the Melkgeldreglement).

- (C) Pursuant to the Melkgeldreglement, the Members have also subordinated the claims they have or may have in relation to the delivery of milk on the FC Creditors to the claims of other creditors of the FC Creditors (the "**Subsequent Subordination**").
- (D) Pursuant to this Agreement, the FC Creditors have agreed to subordinate their claims on the Limited Partnership and the Company to the same extent as the Members.

THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS

"**Joint and Several Liability**" means the joint and several liability from the Company for obligations of the Limited Partnership pursuant to the declaration of joint and several liability within the meaning of section 2:403 subsection 1 under f of the Dutch Civil Code issued by the Company in relation to obligations of the Limited Partnership, or any other guarantee or other form of liability from the Company for obligations of the Limited Partnership;

"**Liquidation Event**" means the situation that:

- (i) the Company ceased to exist or has been dissolved
- (ii) the Company has been declared bankrupt, the Company has been granted a suspension of payment, whether or not provisionally, or the Company has lost the right or the power to dispose of its assets in another manner, all this regardless of whether that situation is irrevocable;

"**LP Guarantee**" means the guarantee issued by the Limited Partnership for obligations of the Company as set forth in the "Guarantee" dated 22 July 2020, as amended, restated or supplemented from time to time;

"**Milk Delivery Claims**" means all claims that a FC Creditor may have at any time under or in relation any delivery agreement(s) or otherwise in relation to the delivery of milk to the Limited Partnership on (i) the Limited Partnership (in its capacity of appointed third party or otherwise) or (ii) the Company (under the Joint and Several Liability or otherwise); and

"**Senior Claims**" means all claims any creditor may have at any time (i) on the Limited Partnership under the LP Guarantee, or (ii) on the Company to the extent the payment thereof is guaranteed by the Limited Partnership under the LP Guarantee (as described in the definition of "Guaranteed Obligations" in the LP Guarantee).

2 SUBORDINATION

- 2.1 The Milk Delivery Claims are subordinated to the Senior Claims. The subordination has the consequences set out in clauses 2.2 and 2.3.
- 2.2 Until a Liquidation Event occurs, the Milk Delivery Claims will become due in accordance with the law, the Melkgeldreglement and the Joint and Several Liability, and may be paid insofar as they are due. However, a Milk Delivery Claim that has become due, but has not been paid when a Liquidation Event occurs, ceases to be due and payable and will only become due and payable again in accordance with clause 2.3.
- 2.3 If a Liquidation Event occurs, the Milk Delivery Claims are no longer due and payable (and, therefore, can also not be off-set) and shall first become due and may only be paid after all Senior Claims have been satisfied in full.
- 2.4 The Debtors hereby accept the subordination as described in this Clause 2.

3 SUBSEQUENT SUBORDINATION

The FC Creditors took note of and hereby accept clause 10.5 of the Melkgeldreglement, pursuant to which members of Zuivelcoöperatie FrieslandCampina U.A. subordinate their claims on the FC Creditors in relation to the delivery of milk, to claims that any other creditor of the FC Creditors, as a result of which the FC Creditors shall be deemed to be a party to clause 10.5 of the Melkgeldreglement in respect of each agreement (whether present or future) in relation to the delivery of milk to which the Melkgeldreglement applies.