

GUARANTEE

THIS GUARANTEE IS DATED 22 JULY 2020 AND MADE BETWEEN:

- (I) **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 "**Guarantor**"), acting through its general partner (*beherend vennoot*) FrieslandCampina B.V.; and
- (II) **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 "**Debtor**").

BACKGROUND:

- (A) The Guarantor and the Debtor are both part of the FrieslandCampina group of companies (the "**Group**").
- (B) The Guarantor and the Debtor wish to enhance the financial position of the Debtor. In view of the central financing and holding function of the Debtor, such enhancement is likely to also benefit the rest of the Group, including the Guarantor.
- (C) The Guarantor and the Debtor have therefore agreed that the Guarantor shall guarantee all obligations (whether present or future, actual or contingent) to pay an amount of money to any third party (i.e. not a member of the Group or otherwise affiliated to the Debtor) pursuant or in relation to any interest-bearing debts (including obligations to pay interest and costs) which the Debtor has or may have at any time and which are not subordinated in any way (the "**Guaranteed Obligations**", and any present or future creditor thereof, a "**Creditor**"), provided that any obligations in relation to which the Guarantor has paid an amount of money under or in relation to the Payment Undertaking (as defined below) shall no longer be Guaranteed Obligations as from the moment of payment by the Guarantor to the Debtor, irrespective of whether the Debtor has applied such amount towards payment to the relevant Creditor.
- (D) For the avoidance of doubt, the Guaranteed Obligations therefore exclude any subordinated claims on the Debtor, such as those (i) from farmers that are a member of Zuivelcoöperatie FrieslandCampina U.A. in relation to the delivery of milk under the "*Melkgeldreglement*" as a result of the Debtor's statement of joint and several liability (as referred to in article 2:403 paragraph 1 sub f of the Dutch Civil Code) in relation to the Guarantor, (ii) from holders of perpetual subordinated notes issued by the Debtor, (iii) from holders of subordinated hybrid bonds issued by the Debtor and (iv) from Zuivelcoöperatie FrieslandCampina under a subordinated loan.

- (E) The Guarantor and the Debtor are also party to a payment undertaking, dated 19 December 2019, pursuant to which the Guarantor has committed to make available to the Debtor funds to enable the Debtor to meet certain payment obligations due to certain senior creditors of the Debtor under the financing arrangements set out therein (the "**Payment Undertaking**"). Although the Guarantor's obligations under the Payment Undertaking are to a large extent intended to procure satisfaction of the Guaranteed Obligations as well, the Guarantor and the Debtor intend to keep the Payment Undertaking in place unmodified, beside this Guarantee.
- (F) The Guarantor and the Debtor wish to lay down the terms of such guarantee in this Guarantee.

IT IS DECLARED AS FOLLOWS:

1 GUARANTEE

1.1 Guarantee

The Guarantor irrevocably and unconditionally guarantees punctual performance by the Debtor of all the Guaranteed Obligations and undertakes with the Creditors that if the Debtor does not pay any Guaranteed Obligation when due the Guarantor shall immediately on demand of the relevant Creditor pay to that Creditor an amount equal to and in the currency of the amount of that Guaranteed Obligation.

1.2 Nature of the guarantee

This Guarantee is an independent guarantee and not a suretyship (*borgtocht*) or an acceptance of joint and several liability (*hoofdelijke verbondenheid*).

1.3 Appropriation

Each Creditor shall apply all amounts received or recovered by it under this Guarantee towards payment of the Guaranteed Obligations in accordance with its financing arrangement with the Debtor.

1.4 Third Party rights

1.4.1 This Guarantee, and more in particular Clause 1.1, contains stipulations for no consideration (*om niet*) for the benefit of each Creditor (*derdenbedingen*), which may be invoked by each Creditor against the Guarantor in relation to the Guaranteed Obligations due to it.

1.4.2 Where this Guarantee contains a stipulation for the benefit of a third party (including any Creditor), this Guarantee (including the relevant third party's rights under this Guarantee) may be terminated, amended, supplemented or waived (in each case either in its entirety or in part) without that third party's consent in accordance with Clause 4.2 below.

1.4.3 The Debtor shall publish this Guarantee on the Group's corporate website.

1.5 Indemnity

1.5.1 The Debtor shall indemnify the Guarantor for any payments made by the Guarantor by reason of the exercise by any Creditor of any right under this Guarantee.

1.5.2 The Debtor shall pay the claims from the Guarantor pursuant to Clause 1.5.1 within 10 days upon receipt of a written payment demand from the Guarantor.

1.6 Acceptance of subordination

The Guarantor and the Debtor took note of and hereby accept clause 10.5 of the Group's Melkgeldreglement (most recently amended on 22 July 2020, as further amended and restated (the "**Melkgeldreglement**")), pursuant to which members of Zuivelcoöperatie FrieslandCampina U.A. subordinate their claims on the Guarantor and the Debtor in relation to the delivery of milk, to claims that any Creditor may have (i) against the Guarantor under or in relation to this Guarantee, and (ii) against the Debtor under or in relation to the Guaranteed Obligations, as a result of which the Debtor and the Guarantor 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.

2 GUARANTEE FEE

In consideration for granting the Guarantee, the Debtor will pay the Guarantor an annual guarantee fee as separately agreed between them.

3 PAYMENTS AND SET-OFF

3.1 Payments

3.1.1 The Guarantor shall make each payment to be made by it under this Guarantee on, and for value on, the due date to such account with such bank in the European Union or the United States of America as the relevant Creditor specifies.

3.1.2 If a payment is due on a day that is not a Business Day, the payment shall be due on the preceding Business Day.

3.2 Currency of account

Each payment by the Guarantor under this Guarantee in respect of costs, expenses, losses, liabilities or taxes shall be made in euro.

3.3 Set-off

The Guarantor may set off any matured obligation owed by the relevant Creditor to the Guarantor against any matured obligation due from the Guarantor to the relevant Creditor under this Guarantee, regardless of the place of payment or currency of either obligation.

4 SUSPENSION, TERMINATION AND TRANSFERS

4.1 No suspension

The Guarantor may not suspend (*opschorten*) compliance with its obligations under or in connection with this Guarantee on whatever grounds.

4.2 Termination, amendments and waivers

4.2.1 This Guarantee may at any time be terminated, amended, supplemented or waived by way of written agreement between the Guarantor and the Debtor, without any consent of any Creditor being required (any such termination, amendment, supplement or waiver, an "**Amendment**"). Subject to Clause 4.2.2, any Amendment shall take effect from the date of publication thereof on the Group's corporate website

4.2.2 Subject to Clause 4.2.3, if any Amendment could (taken as a whole) reasonably be expected to have an adverse effect on any Creditor's interests in relation to this Guarantee, the Guarantor's liability under this Guarantee in relation to Covered Guaranteed Obligations owed to that Creditor shall remain in full force and effect as if that Amendment did not occur. In this Clause "**Covered Guaranteed Obligations**" means, in relation to any Amendment, all Guaranteed Obligations that result directly from legal acts (*rechtshandelingen*) performed before the date of publication of that Amendment on the Group's corporate website.

4.2.3 In relation to any Creditor and any Amendment, any liability of the Guarantor to that Creditor which pursuant to Clause 4.2.2 remains in full force and effect as if that Amendment did not occur (the "**Unamended Liability**") will be terminated, amended, supplemented or waived in accordance with that Amendment and no longer be affected by Clause 4.2.2 when each of the following conditions is satisfied:

- (a) a notification of the Guarantor's and Debtor's intention to effect that Amendment also in relation to the Unamended Liability has been published on the Group's corporate website for at least two months; and
- (b) that Creditor:
 - (i) has not opposed to the intention to effect that Amendment in relation to the Unamended Liability by way of written notice to the Debtor and/or the

Guarantor within two months from publication of the notification referred to in paragraph (a) above; or

- (ii) has been provided with a guarantee, security or other credit support or assurance which, taken together with any liability remaining under the Guarantee after full effectiveness of that Amendment, could not reasonably be considered to offer less protection to the Creditor in relation to the performance of the relevant Covered Guaranteed Obligations than the Guarantee would have offered without effectiveness of that Amendment.

5 GOVERNING LAW AND ENFORCEMENT

5.1 Governing law

This Guarantee (including Clause 5.2 (*Jurisdiction*)) and any non-contractual obligation arising out of or in connection with it are governed by Dutch law.

5.2 Jurisdiction

The Courts of Amsterdam, the Netherlands, have exclusive jurisdiction to settle any dispute arising out of or in connection with this Guarantee (including a dispute regarding the existence, validity, termination or amendment of this Guarantee and any non-contractual obligation).