

# JOINT MERGER PROPOSAL

*with regard to*

**the cross-border merger**

*between*

**Zuivelcoöperatie FrieslandCampina U.A.**

*and*

**Milcobel CV**

*dated*      *4 September 2025*

## JOINT PROPOSAL FOR A CROSS-BORDER MERGER

### DATED ON THE DATE STATED ON THE FIRST PAGE AND DRAWN UP BY THE BOARDS OF:

- (1) **Zuivelcoöperatie FrieslandCampina U.A.**, a cooperative with excluded liability for its members under Dutch law, having its seat in the municipality of Amersfoort, the Netherlands, and its address at Stationsplein 4, 3818 LE Amersfoort, the Netherlands, and registered with the Commercial Register under number 11024221 ('**FrieslandCampina**'); and
- (2) **Milcobel CV**<sup>1</sup>, a cooperative society under Belgian law, having its seat at Fabriekstraat 141, 9120 Beveren-Kruibeke-Zwijndrecht, Belgium, and registered with the Crossroads Bank for Enterprises under number 0870.019.427 ('**Milcobel**').

### BACKGROUND:

#### *Definitions*

- (A) The capitalised terms in this Merger Proposal have the meaning ascribed to them in Annex 1 (*Definitions, interpretation and explanatory notes*).

#### *Introduction*

- (B) On 18 December 2024, FrieslandCampina and Milcobel announced their intention to merge. Through the intended merger, FrieslandCampina and Milcobel intend to create a leading dairy cooperative and international dairy company with a future-oriented organisation that can take advantage of opportunities and effectively tackle challenges in the global dairy market, and offers relevant development opportunities, synergy gains and other advantages (the '**Cooperative Merger**').

#### *FrieslandCampina*

- (C) FrieslandCampina is an internationally operating Dutch dairy cooperative with activities in 30 countries and almost 20,000 employees worldwide. This makes it one of the largest dairy cooperatives in the world. FrieslandCampina was formed for and by its over 14,000 member dairy farmers, established in the Netherlands, Belgium and Germany, and is highly cooperative in nature. FrieslandCampina's business is run via Koninklijke FrieslandCampina N.V., a subsidiary of FrieslandCampina. The below provides additional information on FrieslandCampina that is relevant in the follow-up to this joint proposal for a cross-border merger (the '**Merger Proposal**').
- (D) FrieslandCampina is a cooperative with excluded liability under Dutch law as referred to in Section 2:53(1) of the DCC, and has members (the '**FrieslandCampina Members**'). FrieslandCampina's objective is to provide for the material needs of the FrieslandCampina

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<sup>1</sup> As per the Cooperative Membership Date, Milcobel bears the name 'FrieslandCampina' under its articles.

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Members in accordance with Section 2:53(1) of the DCC, pursuant to agreements that are entered into within the framework of the business FrieslandCampina operates or causes to operate for the benefit of the FrieslandCampina Members.

- (E) De FrieslandCampina Articles stipulate that, in accordance with Section 2:56(1) of the DCC, the FrieslandCampina Members are not liable for commitments undertaken by FrieslandCampina and that any obligation of former or current FrieslandCampina Members to contribute to a deficit in the event of liquidation of FrieslandCampina is excluded. In addition, the FrieslandCampina Articles contain certain provisions within the framework of the rights and obligations of the FrieslandCampina Members. A few relevant elements are concisely highlighted below.
- (F) The FrieslandCampina Members are obliged to supply milk to FrieslandCampina or to a third party designated by FrieslandCampina in accordance with the FrieslandCampina Articles and the regulations, in exchange for a pre-determined financial consideration. FrieslandCampina enters into a Delivery Agreement with each FrieslandCampina Member. The Milk Price Regulations are part of the Delivery Agreements and contain the basic principles and systems for settlement and payment of all the milk that the FrieslandCampina Members supply to FrieslandCampina or a designated third party.
- (G) The FrieslandCampina Members are obliged to hold at least one (1) Milk Certificate with a nominal value of EUR 0.08 for each kilogram of milk that their dairy farm supplies to FrieslandCampina or a designated third party over the course of a year. The Milk Certificates are subject to the conditions as laid down in the FrieslandCampina Articles and the Milk Certificate Regulations.
- (H) FrieslandCampina holds a Member's Account for each FrieslandCampina Member.
- (I) Each FrieslandCampina Member holds one (1) membership right in FrieslandCampina (a '**Membership Right**'). This Membership Right confers economic rights and control rights on the Member. The economic rights are subject to – *inter alia* – the provisions of Articles 40.5 and 43.2 of the FrieslandCampina Articles. The Milk Price Regulations provide for additional economic rights that accrue to the FrieslandCampina Members on the basis of – *inter alia* – the Milk Certificates held by them.
- (J) The following applies with regard to the control rights of the FrieslandCampina Members: FrieslandCampina's geographic working area has been divided into districts (the '**FrieslandCampina Districts**'). As at the date of this Merger Proposal, FrieslandCampina has fourteen (14) FrieslandCampina Districts. The FrieslandCampina Members are entitled to exercise a voting right at and attend the district meetings as referred to in the FrieslandCampina Articles. Each FrieslandCampina Member belonging to a FrieslandCampina District is entitled to cast one (1) vote at the district meeting of the relevant FrieslandCampina District.
- (K) Each FrieslandCampina District has a district council with district council members that are elected by and from among FrieslandCampina Members at a district meeting of the relevant FrieslandCampina District. The FrieslandCampina Membership Council is formed by the district

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council members. The FrieslandCampina Membership Council is authorised to – *inter alia* – resolve to appoint directors of FrieslandCampina.

### **Milcobel**

- (L) On the date of this Merger Proposal, Milcobel is an internationally operating Belgian dairy cooperative with activities in Belgium, and around 1,000 employees. Milcobel was formed for and by its over 1,500 dairy farmers, who are also shareholders and are established in Belgium, the Netherlands and France, and is highly cooperative in nature. The below provides additional information on Milcobel that is relevant to the follow-up to this Merger Proposal.
- (M) Milcobel is a cooperative society under Belgian law as referred to in Section 6:1 et seq. of the CAC. Milcobel issues shares and has shareholders (the '**Milcobel Shareholders**'). The Milcobel Shareholders have made payments in money on the shares held by them. Shareholdership of Milcobel confers economic rights and control rights on the shareholder. The Milcobel Shareholders are not liable for the commitments undertaken by Milcobel and are only obliged to pay their contribution in full.
- (N) In accordance with Section 6:1, §1 of the CAC, Milcobel's objective is to provide for the needs of the Milcobel Shareholders or third-party stakeholders, or to develop their economic and social activities. It does so by – *inter alia* – entering into agreements with them on the supply of goods, the provision of services or the performance of works within the framework of the activities Milcobel carries out or causes to be carried out.
- (O) Pursuant to the Milcobel Articles and the Milcobel Internal Regulations, each Milcobel Shareholder is obliged to supply all milk of his/its cows that is intended for sale to the dairy plant only to Milcobel or to a company affiliated with Milcobel. The delivery agreement that exists between Milcobel and each individual Milcobel Shareholder for this purpose stems from the Milcobel Articles.
- (P) Milcobel's geographic working area has been divided into member sections (the '**Milcobel Member Sections**'). As at the date of this Merger Proposal, Milcobel has nine (9) Milcobel Member Sections. The Milcobel Shareholders are entitled to attend and exercise a voting right at the member section meetings as referred to in the Milcobel Articles. Each Milcobel Shareholder belonging to a Milcobel Member Section is entitled to cast one (1) vote at a member section meeting of the relevant Milcobel Member Section, regardless of the number of shares held by the Milcobel Shareholder. The Milcobel Member Sections appoint Milcobel Representatives to attend the Milcobel General Meeting from among their members. Each Milcobel Representative is entitled to cast one (1) vote at the Milcobel General Meeting. Through representation of the Milcobel Representatives, the Milcobel General Meeting groups all the Milcobel Shareholders.

### **Cooperative Membership Structure**

- (Q) FrieslandCampina and Milcobel intend to implement the Cooperative Merger through the implementation of a cooperative membership structure (the '**Cooperative Membership Structure**' or the '**Cooperative Membership**') and the date on which the Cooperative Membership

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Structure is implemented is referred to as the '**Cooperative Membership Date**'). This Cooperative Membership Structure will be realised in line with the following principles:

- (i) Milcobel will contribute the Milcobel Operation Assets and Liabilities to a direct subsidiary of Milcobel, whether or not newly incorporated ('**Milcobel NewCo**') by way of a contribution of a branch of business under Belgian law (the '**Contribution of Business**');
- (ii) following the Contribution of Business as referred to under (Q)(i), (x) Milcobel will make the amendments necessary for implementation of the Cooperative Membership Structure to the Milcobel Articles and the Milcobel Internal Regulations and (y) FrieslandCampina will make the amendments necessary for implementation of the Cooperative Membership Structure to the FrieslandCampina Articles and its Internal Regulations. A draft of the FrieslandCampina Articles as these will read during the Cooperative Membership Structure has been attached to this Merger Proposal as Annex 3 (*Cooperative Membership FrieslandCampina Articles*) (the '**Cooperative Membership Articles FrieslandCampina**');
- (iii) following the amendments referred to under (Q)(ii), on the Cooperative Membership Date, Milcobel will issue to each of three (3) FrieslandCampina Group Companies one FC Share each (which FC Shares will automatically lapse in case of implementation of the Merger immediately prior to the Effective Moment), to which are attached the same membership rights as to the Ordinary Shares except as otherwise provided in the Milcobel Articles and the Milcobel Internal Regulations as they will read during the Cooperative Membership Structure, but to which no rights and obligations similar to the Ordinary Shares exist under the Milcobel Articles and the Milcobel Internal Regulations, as they will read during the Cooperative Membership Structure (including the obligation to deliver and purchase milk and related rights and obligations);
- (iv) following the issuance of the FC Shares referred to under (Q)(iii), FrieslandCampina will grant, as at the Cooperative Membership Date, to Milcobel:
  - (a) a Cooperative Membership Right; and
  - (b) a certain number of Milk Certificates, corresponding to the number of kilograms of milk delivered to Milcobel by all Merging Milcobel Shareholders collectively in the calendar year 2025 as determined and estimated on the basis of the prevailing internal regulations, under the obligation of Milcobel to fully pay up these Milk Certificates, which payment obligation be fully fulfilled by Milcobel by transferring 100% of the outstanding shares in Milcobel NewCo (the '**Milcobel NewCo Shares**') to FrieslandCampina.
- (v) following the grant and transfer referred to under (Q)(iv), FrieslandCampina intends to transfer the Milcobel NewCo Shares, directly or indirectly, to an existing or newly to be established direct or indirect subsidiary of FrieslandCampina.

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- (R) In pursuit of further optimisation of the Cooperative Merger and its intended objectives, FrieslandCampina and Milcobel aim to proceed with the Merger as soon as possible after the implementation of the Cooperative Membership Structure.

### **Merger**

- (S) As soon as possible after the implementation of the Cooperative Membership Structure, FrieslandCampina and Milcobel intend to enter into a cross-border legal merger as referred to in Title 2.7 of the DCC and Sections 12:106 – 12:119 of the CAC, in which, at the Effective Moment:
- (i) the entire capital (all the assets and liabilities) and its legal relationships belonging to Milcobel immediately prior to the Effective Moment (jointly, the '**Milcobel Capital**'), will transfer to FrieslandCampina under universal title;
  - (ii) – according to the Exchange Ratio – each of the Merging Milcobel Shareholders:
    - (a) will be granted one (1) Membership Right;
    - (b) will be granted a certain number of Milk Certificates; and
    - (c) will have a certain amount credited to their FrieslandCampina Member's Account; and
  - (iii) Milcobel will cease to exist by way of dissolution without liquidation as referred to in Sections 12:2 and 12:13 of the CAC;
  - (iv) Milcobel's Cooperative Membership Right ends by operation of law; and
  - (v) all Milk Certificates held by Milcobel in FrieslandCampina end by operation of law,
- (the '**Merger**'). In this Merger Proposal, the conditions of the Merger are described in further detail.
- (T) FrieslandCampina and Milcobel wish to effect the Merger:
- (i) based on the judgments of the Court of Justice of the European Union that are based on the principle of freedom of establishment within the European Union (Articles 49 and 54 of the TFEU) through – to the extent possible and insofar as this is applicable –:
    - (a) analogous application of a procedure as is provided for in the Dutch Directive on Cross-border Conversions, Mergers and Divisions (Implementation) Act [*Wet implementatie richtlijn grensoverschrijdende omzettingen, fusies en splitsingen*], being the Directive, with regard to a cross-border merger in which a Dutch private company with limited liability is the acquiring party, all this as laid down in Title 2.7, Parts 1, 2, 3 and 3A of the DCC; and

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- (b) analogous application of a procedure as is provided for in Sections 12:106 et seq. of the CAC with regard to a cross-border merger in which a cooperative society under Belgian law is the amalgamated entity in a merger with a Dutch private company with limited liability; and
  - (ii) in accordance with Sections 12:106 – 12:119 of the CAC, through which articles the Directive has been implemented in Belgian law with regard to Belgian cooperative societies.
- (U) As a result of the Merger, the Merging Milcobel Shareholders become FrieslandCampina Members and obtain Milk Certificates. As a result, the Merging Milcobel Shareholders will be subject to the same rights and obligations as the current FrieslandCampina Members.

### ***Written explanatory notes, notices, reports and statements with this Merger Proposal***

- (V) The FrieslandCampina Board has drawn up written explanatory notes as referred to in Sections 2:313(1), 2:327 and 2:333f(2) and (4) of the DCC (the '**Written Explanatory Notes**') to this Merger Proposal, as well as a notice as referred to in Section 2:333e(1) of the DCC (the '**FrieslandCampina Notice**'). The Milcobel Board has drawn up a report as referred to in Section 12:113 of the CAC (the '**Report**') on this Merger Proposal, as well as a notice as referred to in Section 12:112, §1, 2° (the '**Milcobel Notice**').
- (W) An accountant of PwC Nederland has drawn up a statement as referred to in Section 2:328(1) of the DCC and a report as referred to in Section 2:328(2) of the DCC with regard to the Exchange Ratio.
- (X) The Milcobel Statutory Auditor will draw up a report as referred to in Section 12:114, §1 of the CAC with regard to the Exchange Ratio and the Statutory Exit Disbursement.

### ***Filings and notices***

- (Y) Along with the FrieslandCampina Notice and the other relevant documentation as required under the DCC, the Merger Proposal will be filed with the commercial register of the Dutch Chamber of Commerce. As provided for in Section 12:112, §1 of the CAC, the Merger Proposal and the Milcobel Notice will be filed with the registry of the Commercial Court of Ghent, Dendermonde department, and will be published in the Annexes to the Belgian Official Gazette.
- (Z) FrieslandCampina will deposit this Merger Proposal, along with the documents as required under the DCC – which includes the Written Explanatory Notes, the FrieslandCampina Notice, the Report and the other reports and statement as referred to at (W) and (X) (each once available) – at FrieslandCampina's head office, Stationsplein 4, 3818 LE Amersfoort, the Netherlands. In addition, FrieslandCampina will make the Merger Proposal and the Written Explanatory Notes available for inspection on the milk web that is accessible to the FrieslandCampina Members (the "**FrieslandCampina Milk Web**"). FrieslandCampina will also make the Merger Proposal available

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for inspection on its website (<https://www.frieslandcampina.com/about-us/financials/>) (the '**FrieslandCampina Website**').

- (AA) Milcobel will deposit this Merger Proposal, along with the documents as required under the CAC – which includes the Written Explanatory Notes, the Report, the Milcobel Notice, the report as referred to at (X) (each once available and in accordance with the requirements under the CAC), the annual accounts of the last three (3) financial years of Milcobel and FrieslandCampina with regard to which annual accounts have been adopted, and the interim figures as referred to in Article 7.1.2 – at Milcobel's head office, Fabriekstraat 141, 9120 Beveren-Kruibeke-Zwijndrecht, Belgium, and make it available for inspection on the Milcobel member portal that is accessible to the Milcobel Shareholders (the '**Milcobel Member Portal**'). In addition, Milcobel will send the Written Explanatory Notes to its works councils by email.
- (BB) The filing as referred to at (Y) and the making available for inspection as referred to at (Z) will be announced in the Dutch Government Gazette.

### ***Successive restructuring and Belgian branch***

- (CC) Subject to implementation of the Merger, FrieslandCampina aims to further transfer, as soon as practicably possible after the Effective Moment, the Milcobel Capital to be acquired by FrieslandCampina pursuant to the Merger into another entity in the FrieslandCampina Group.
- (DD) FrieslandCampina intends to allocate the Milcobel Capital to be acquired by FrieslandCampina pursuant to the Merger, whether or not following the restructuring referred to in recital (CC), to a Belgian branch (whether or not to be newly opened).

### ***General matters that are relevant to the Merger***

- (EE) FrieslandCampina and Milcobel do not have a supervisory board (nor a regulatory council), where applicable, or a comparable supervisory body.
- (FF) FrieslandCampina and Milcobel have not been dissolved, are not declared bankrupt, have not applied for or been granted suspension for payment, and are not subject to insolvency proceedings as referred to in Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast).
- (GG) As at the date of this Merger Proposal, all shares in Milcobel belong to one (1) class. Not all the shares have been paid up. All the shares in Milcobel carry the right to profit participation, and there are no nonvoting shares in Milcobel. As per the Cooperative Membership Date, two (2) classes of shares will have been issued by Milcobel, in particular in addition to the Ordinary Shares (held by the Milcobel Shareholders-dairy farmers), also the three (3) FC Shares (which will have been issued to FrieslandCampina Group Companies in accordance with recital (Q)(iii)). It is possible that additional FC Shares will be issued by Milcobel during the existence of the Cooperative Membership Structure. These FC Shares constitute a legal class of shares, mainly because special approval rights are attached to them when the Milcobel Articles are amended

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during the Cooperative Membership Structure. However, each of these FC Shares will automatically lapse just prior to the Effective Moment. As a result, these FC Shares must not be taken into account in the Exchange Ratio.

(HH) The Milcobel Board declares that, as at the date of this Merger Proposal and insofar as it is aware, no right of pledge or right of usufruct has been established in respect of shares in Milcobel, and no attachment has been levied on shares in Milcobel.

### HEREBY MAKE THE FOLLOWING PROPOSAL FOR A CROSS-BORDER MERGER:

#### 1 CHANGES AS AT THE COOPERATIVE MEMBERSHIP DATE

The information as contained in this Merger Proposal is up to date at the time of filing this Merger Proposal. As a result of the implementation of the Cooperative Membership Structure, which will take place after the date of filing of this Merger Proposal but before the Effective Moment, the information contained in this Merger Proposal may, in certain respects, no longer be up to date at the Closing Date. Where relevant, this is elaborated in this Merger Proposal.

#### 2 INFORMATION ON FRIESLANDCAMPINA AND MILCOBEL

##### 2.1 Legal form, name and registered office

The legal form, official name and registered office of FrieslandCampina and Milcobel are stated at (1) and (2).

##### 2.2 Objectives of FrieslandCampina

According to Article 2.1 of the FrieslandCampina Articles, as these read on the date of this Merger Proposal, FrieslandCampina's objectives are:

- (a) to provide for the material needs of its members pursuant to agreements concluded with them in the company Koninklijke FrieslandCampina N.V. which it exercises for this purpose for the benefit of its members; and
- (b) to manage and finance its subsidiary companies, consortia and participating interests and to provide securities and financial guarantees for its own debts as well as for the debts of third parties, including, without being limited to, debts of the aforementioned subsidiary companies, consortia and participating interests,

as well as all activities which are incidental to or which may be conducive to any of the foregoing.

##### 2.3 Objectives of Milcobel

According to Article 3 of the FrieslandCampina Articles, as these read on the date of this Merger Proposal, Milcobel's objective is:

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*to, as a cooperative of dairy farmers, purchase the milk produced by the dairy farmers and develop activities with regard to the processing and commercialisation of dairy products, with a view to guaranteeing the dairy farmers sustainable sale of the milk. In addition, the company can trade in, both through retail trade and wholesale trade, products and materials intended for maintenance and operation, including for domestic use and consumption.*

*All that which is directly or indirectly associated with this cooperative aim, or is necessary or useful in promoting the objectives of the company, is included in the objective. Therefore, this objective includes – inter alia – the following:*

- to perform transactions pertaining to movable and immovable property;*
- to participate in and collaborate or merge with any enterprise, company or association that may promote the attainment of the objectives, both domestically and abroad; to accept mandates of director in other companies or legal entities;*
- to accept any administrative assignment, consultancy assignment, organisation assignment, coordination assignment or management assignment or central service duty and, within the framework thereof, perform any activities that may be required for that, and, more particularly, taking on a coordinating role in the investments, production planning, the direction of milk, marketing, sales policy and automation;*
- to hold, purchase, sell, lease and exploit, either at its own expense or at the expense of third parties, or jointly with third parties, installations, machines and transport material;*
- the coordination and/or centralisation of financing needs in the short and long term of companies of the group, for which it may use its own means or enter into loans with companies of the group or with financial institutions; and*
- to issue registered bonds or bearer bonds, whether or not guaranteed through collateral security.*

According to the Milcobel Articles, as they will read pursuant to recital (Q)(ii) as at the Cooperative Membership Date, Milcobel will have as its object from the Cooperative Membership Date:

- 1. The company's cooperative purpose, as a cooperative of dairy farmers, is to purchase the milk produced by the shareholder-dairy farmers (hereinafter also referred to as the "ordinary shareholders") and resell it to Zuivelcoöperatie FrieslandCampina U.A. with the aim of guaranteeing a sustainable sale of the milk to its dairy farmer-shareholders.*
- 2. As such, the company's object is the purchase-sale of the milk collected from its ordinary shareholders for the purpose of realising value creation pursuant to the sale to, and processing and commercialisation of such milk by Zuivelcoöperatie FrieslandCampina U.A. and its affiliates (hereinafter referred to as the "FC Group"), which will be shared with the Company as a function of the milk deliveries by the company to Zuivelcoöperatie FrieslandCampina U.A. and will be reflected in the milk money paid to the ordinary*

*shareholders. To this end, the company joined Zuivelcoöperatie FrieslandCampina U.A. as a special (cooperative) member for the entire duration of its existence.*

3. *In order to ensure the sustainable integration and connection between the company and the FC Group, three legal entities belonging to the FC Group will always participate in the company as shareholders in addition to the ordinary shareholders (hereinafter referred to as the "FC shareholders"; the ordinary shareholders and the FC shareholders are hereinafter jointly referred to as the "shareholders"), for which the company's management board will be responsible. The FC shareholders will each always hold at least one share (hereinafter referred to as the "FC Shares") in the company, to which - except as otherwise provided in these Articles - the same shareholder rights as the ordinary shares (held by the ordinary shareholders) in the Company are attached but for whom there are no rights and obligations similar to the ordinary shareholders under the Articles or the Internal Regulations (including the obligation to deliver and take delivery of milk and related rights and obligations).*
4. *All that which is directly or indirectly associated with this cooperative purpose, or is necessary or useful in promoting the objectives of the company, is included in the object.*
5. *The company may amend its object under the conditions set for amendment of Articles and subject to compliance with the relevant legal rules.*

#### **2.4 Current Articles of FrieslandCampina**

A copy of the FrieslandCampina Articles, as these read on the date of this Merger Proposal has been attached to this Merger Proposal as Annex 2 (*Current Articles of FrieslandCampina*).

#### **2.5 The FrieslandCampina Articles during the Cooperative Membership Structure**

The FrieslandCampina Articles will be amended on the occasion of the implementation of the Cooperative Membership Structure. A draft of the Cooperative Membership FrieslandCampina Articles as they will read during the Cooperative Membership structure, has been attached to this Merger Proposal as Annex 3 (*Cooperative Membership FrieslandCampina Articles*).

#### **2.6 The FrieslandCampina Articles after the Merger**

The FrieslandCampina Articles will be amended in connection with the Merger. A draft of the FrieslandCampina Articles as these will read from the Effective Moment has been attached to this Merger Proposal as Annex 4 (*Merger FrieslandCampina Articles*) (the "**Merger FrieslandCampina Articles**").

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### 3 MERGER

#### 3.1 Merger Proposal and consequences

3.1.1 FrieslandCampina and Milcobel hereby propose approving the Merger and effecting it in accordance with this Merger Proposal.

3.1.2 The consequences of the Merger are set out at (S) and in the rest of this Merger Proposal.

#### 3.2 Effective Date

3.2.1 The Merger will be effected through execution of a notarial merger deed by the Dutch Civil-Law Notary (the '**Merger Deed**').

3.2.2 The Merger will come into effect at 00:00 hours Central European Time at the start of the first calendar day following the Closing Date (the '**Effective Moment**' and the date of the Effective Moment, the '**Effective Date**').

3.2.3 The Merger will take effect retrospectively from 1 January 2026 (the "**Accounting Effective Date**") (also refer to 7 (*Financial data*)). As a result, from an accounting perspective (i) FrieslandCampina will be deemed to have disposed of all the assets and liabilities of Milcobel as of the Accounting Effective Date, (ii) all transactions of Milcobel as of the Accounting Effective Date will be treated as carried out for the account of FrieslandCampina and (iii) all gains and losses arising from such transactions for the period commencing from the Accounting Effective Date will be deemed to have been realised by FrieslandCampina.

#### 3.3 Merger Conditions

3.3.1 FrieslandCampina and Milcobel have agreed that the effectuation of the Merger will be subject to the fulfilment of or FrieslandCampina and/or Milcobel waiving the conditions applicable to the implementation of the Merger, which includes receiving an adequate advance ruling from the Dutch and Belgian tax authorities with regard to the tax treatment of the Merger at the level of FrieslandCampina and/or Milcobel (the '**Merger Tax Rulings**').

3.3.2 The Dutch Civil-Law Notary will only execute the Merger Deed after the FrieslandCampina Board and the Milcobel Board have confirmed to him in writing that all conditions for the Merger – including issue of the Belgian Premerger Certificate and the Dutch Premerger Certificate – have been fulfilled and/or FrieslandCampina and/or Milcobel have waived these, and the Merger may be effected.

#### 3.4 Indicative timetable

Annex 5 (*Indicative timetable*) to this Merger Proposal provides an indicative timetable for the Merger as referred to in Section 2:333d(h) of the DCC. This timetable is expressly indicative; any changes to the timelines of the preparation and implementation of the Merger will have no impact

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on the validity of the Merger Proposal. The Merger will only be implemented on the basis of this Merger Proposal if the Closing Date will be no later than 31 December 2026.

### 4 EXCHANGE RATIO PAYMENT IN FULL

#### 4.1 Exchange Ratio

4.1.1 In connection with the Merger and without prejudice to Section 2:325(4) of the DCC and Section 12:13 of the CAC, FrieslandCampina will grant each Milcobel Shareholder that, immediately before the Effective Moment, (i) is a Milcobel Shareholder and (ii) is not a Statutory Exiting Milcobel Shareholder or a Milcobel Shareholder Exiting Pursuant To The Articles (each hereinafter referred to as a '**Merging Milcobel Shareholder**'), in exchange for his/its capacity as Milcobel Shareholder, his/its shareholding in Milcobel, and his/its Paid Contribution:

- (i) one (1) Membership Right;
- (ii) a number of Milk Certificates that is equal to the number of individual kilograms of milk the Merging Milcobel Shareholder supplied to Milcobel in the financial year of Milcobel immediately preceding the financial year in which the Effective Moment falls (his/its '**Merger Milk Certificates**', being Milk Certificates as issued by FrieslandCampina in accordance with the Milk Certificate Regulations)<sup>2</sup>, on condition that the Merging Milcobel Shareholder pays up the nominal value of his/its Milcobel Milk Certificates (the '**Obligation to Pay Up**'), which payment in full is explained in further detail in Article 4.4, the Written Explanatory Notes and the Report; and
- (iii) an amount equal to the relevant Merging Milcobel Shareholder's Paid Contribution (the '**Credit Entry**'),

(the ratio between the totality of: (a) the shareholding of a Merging Milcobel Shareholder in Milcobel, (b) the shareholding of a Merging Milcobel Shareholder in Milcobel immediately prior to the Effective Moment, and (c) the Paid-up Contribution of a Merging Milcobel Shareholder immediately prior to the Effective Moment, and the aggregate of: (i) the Membership Right, (ii) the Merger Milk Certificates, and (iii) the Credit granted to a Merging Milcobel Shareholder on the occasion of the Merger in exchange for (a), (b) and (c), the '**Exchange Ratio**'), with the Credit being applied by each Merging Milcobel Shareholder as at the Effective Time to satisfy its Obligation to Pay Up in accordance with Article 4.4. To the extent necessary, it is clarified that, in respect of an individual Merging Milcobel Shareholder, the amount of its Crediting cannot exceed the amount of its Obligation to Pay Up and, consequently, no payment of (any part of) the amount credited to the FrieslandCampina Member Account by the Crediting is therefore possible to the Merging Milcobel Shareholder.

4.1.2 Upon implementation of the Cooperative Membership Structure, Milcobel will split its share capital into shares with a contribution value of EUR 0.08 (eight euro cents) such that each individual

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<sup>2</sup> Where required, the number of kilograms of milk is converted from litres, using a conversion ratio in which 1 litre of milk equals – rounded – 1.03 kilo of milk.

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Milcobel shareholder-dairy farmer holds one Milcobel share for every kilogram of milk that the relevant Milcobel shareholder-dairy farmer delivers to Milcobel during a reference year (the '**Share Split**'). Also, upon implementation of the Cooperative Membership Structure, Milcobel will issue new shares to the Milcobel Shareholders where necessary, to which the Milcobel Shareholders are required to subscribe so that they each individually hold exactly one Milcobel share for every kilogram of milk they individually delivered during a reference year (the '**Additional Contribution Obligation**'). The number of Merger Milk Certificates granted on the Effective Date to a Merging Milcobel Shareholder in accordance with the Exchange Ratio is therefore also equal to the number of Milcobel shares held by the relevant Merging Milcobel Shareholder immediately prior to the Effective Moment.

4.1.3 No money, cash supplement or claim as referred to in Section 2:325(2) of the DCC and Section 12:111, second subsection, 2° of the CAC will be granted to the Merging Milcobel Shareholders in connection with the Merger.

4.1.4 The Exchange Ratio and the manner in which it has been determined is explained in further detail in the Written Explanatory Notes, the Report and the reports and statement as referred to at (W) and (X).

### **4.2 Time and manner of granting and rights attached to elements of the Exchange Ratio**

4.2.1 The various elements that form part of the Exchange Ratio will be granted to the Merging Milcobel Shareholders, at the Effective Moment, in the following manner:

- (i) each Merging Milcobel Shareholder will be granted the Membership Right, which will be registered in the name of the relevant Merging Milcobel Shareholder in FrieslandCampina's membership register in accordance with Article 5.4 of the FrieslandCampina Articles, along with the details Milcobel has provided to FrieslandCampina to that end
- (ii) each Merging Milcobel Shareholder will be granted Merger Milk Certificates, which will be issued to them at the Effective Moment, in accordance with Article 10(d)(1) of the FrieslandCampina Articles and the Milk Certificates Regulations, subject to the Obligation to Pay Up; and
- (iii) the Merging Milcobel Shareholders will be granted the Credit Entry, which will take place as at that date, by FrieslandCampina crediting the FrieslandCampina Member's Account of the relevant Merging Milcobel Shareholder with an amount equal to his/its Credit Entry, with due observance of the satisfaction of the Obligation to Pay Up as set out in further detail in Article 4.4 being complied with, and with due observance of the Written Explanatory Notes and the Report.

4.2.2 At the Effective Moment:

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- (i) each Merging Milcobel Shareholder will, without prejudice to Article 5.4, become a full FrieslandCampina Member, and:
  - (a) will, as such, be deemed to have been admitted to the FrieslandCampina Board;
  - (b) will be deemed to have entered into a Delivery Agreement with FrieslandCampina in accordance with the format that will be made available to the Milcobel Shareholders no later than at the time of convocation of the Milcobel Merger Meeting;
  - (c) will be obliged to supply milk to FrieslandCampina or a third party designated by FrieslandCampina and communicated to the relevant Merging Milcobel Shareholder in exchange for a pre-determined financial consideration, in accordance with the Delivery Agreement and the Milk Price Regulations;
- (ii) each Merging Milcobel Shareholder will have all the other rights – which in any case includes the economic rights and control rights as referred to at (I) and (J) – and obligations that are attached to a Membership Right or otherwise arise from the Delivery Agreement;
- (iii) each Merging Milcobel Shareholder will have all the rights and obligations that are attached to their Merger Milk Certificates;
- (iv) each Merging Milcobel Shareholder will have all the rights and obligations that apply with regard to the running of a dairy farm of a FrieslandCampina Member, and
- (v) each Merging Milcobel Shareholder will be able to dispose of his/its FrieslandCampina Member's Account in accordance with Article 10(a) of the FrieslandCampina Articles.

### 4.3 Advantages of the Merger

On the occasion of and in connection with the Merger, (i) the members of the administrative, managerial, supervisory or controlling bodies of FrieslandCampina and Milcobel, (ii) the experts examining this Merger Proposal or (iii) any other person involved in the Merger are not granted any benefits as referred to in section 2:312(2)(d) of the DCC.

### 4.4 Compliance with the Obligation to Pay Up

- 4.4.1 As indicated in Article 4.1.1 (ii), at the Effective Moment, the Obligation to Pay Up will arise for each Merging Milcobel Shareholder with regard to his/its Merger Milk Certificates.
- 4.4.2 Each Merging Milcobel Shareholder will satisfy or will be deemed to have satisfied his/its Obligation to Pay Up at the Effective Moment by using (i) the amount of the Credit Entry that is credited to his/its FrieslandCampina Member's Account at the Effective Moment, and (ii) any other amounts that FrieslandCampina credits to his/its FrieslandCampina Member's Account and, as

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such, are designated as being intended for payment in full in the Written Explanatory Notes and the Report.

- 4.4.3 A Milcobel Shareholder is obliged to fully pay up the contribution value of all Milcobel shares held by him (the '**Individual Contribution Obligation**'). For a Milcobel Shareholder who was a Milcobel Shareholder on 31 December 2024, if and to the extent that the Individual Contribution Obligation is not (fully) satisfied as of the effective date of the Cooperative Membership Structure, the relevant Milcobel Shareholder in settlement of that remaining part of his Individual Contribution Obligation is deemed to make one-time use of a deferred payment scheme under the same conditions as included in the FrieslandCampina Corporate Takeover Scheme (on the understanding that only the conditions relating to the deferred payment scheme are applicable as of 1 January 2025), which conditions during the Cooperative Membership are included in full in the Milcobel Internal Regulations. This deferred payment scheme offers the Milcobel Shareholder the option to redeem the deferred payment on a straight-line basis in eight (8) years following the implementation of the Cooperative Membership Structure, with, at the option of the Milcobel Shareholder, the option not to redeem the first two (2) years, and then to redeem the deferred payment on a straight-line basis in the following six (6) years (such deferred payment scheme of an individual Milcobel Shareholder is referred to as an '**Individual Deferred Payment Scheme**').
- 4.4.4 To the extent that a Merging Milcobel Shareholder cannot (yet) fully satisfy his Obligation to Pay Up as per the Effective Time, all in accordance with the Written Notes and the Report, the Individual Deferred Payment Scheme of the relevant Merging Milcobel Shareholder who was a Milcobel Shareholder on 31 December 2024 will be continued under the FrieslandCampina Corporate Takeover Scheme (whereby redemption terms and conditions applicable at that time will be maintained), in satisfaction of that remaining part of his Obligation to Pay Up.
- 4.4.5 The Written Explanatory Notes and the Report will explain the satisfaction (and the manner of satisfaction) of the Obligation to Pay Up in further detail.

## 5 CONSEQUENCES OF THE MERGER

### 5.1 Consequences for Milcobel's activities

FrieslandCampina intends to continue the activities conducted by Milcobel immediately prior to the Effective Moment.

### 5.2 Consequences for employment

- 5.2.1 As FrieslandCampina, as indicated in Article 5.1, intends to continue the activities conducted by Milcobel immediately prior to the Effective Moment, the Merger is not expected to have direct consequences for employment with either Milcobel or FrieslandCampina, on the understanding that future integration processes could possibly have an impact on employment. At this time, there are no concrete plans or time frames in this regard. For further information on the consequences of the Merger for employment, reference is made to the Written Explanatory Notes and the Report.

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5.2.2 As a result of the Merger, at the Effective Moment, all the employment agreements to which Milcobel is a party that exist at that time will transfer to FrieslandCampina by operation of law and under universal title, in accordance with the CLA No. 32(a). The employment agreements and all the rights and obligations that arise from these will continue to apply within FrieslandCampina in the same manner.

### 5.3 Consequences for Milcobel Shareholders that exercise the Articles Exit Right

#### *The Articles Exit Right*

5.3.1 The Milcobel Articles offer the Milcobel Shareholders an exit right pursuant to the Articles (the '**The Articles Exit Right**'). A Milcobel Shareholder who exercises The Articles Exit Right becomes entitled to an exit disbursement (the '**Exit Disbursement Pursuant To The Articles**') pursuant to the Milcobel Articles on the occasion of his exit. In accordance with the Milcobel Articles, as they will read on the Closing Date, the Exit Disbursement Pursuant To The Articles corresponds to the amount of the contributions actually paid in full by the relevant Milcobel Shareholder.

5.3.2 Insofar as this is necessary, it is emphasized that The Articles Exit Right is separate from the Statutory Exit Right, which is a legal right to exit in connection with the Merger that Milcobel Shareholders can exercise at the Milcobel Merger Meeting. The Articles Exit Right forms a right that has been granted to the Milcobel Shareholders pursuant to the Milcobel Articles and is therefore – unlike the Statutory Exit Right – not directly linked to the Merger and therefore does not directly arise from the statutory regulations under which the Merger will take effect. For more information on the Statutory Exit Right, reference is made to Article 8.7.

#### *Consequences for a Milcobel Shareholder Retiring Pursuant To The Articles*

5.3.3 Merging Milcobel Shareholders that have submitted a request to Milcobel for their exit from Milcobel as referred to in Article 16 of the Milcobel Articles, cancellation or any other form of exit pursuant to the Articles from Milcobel before the Effective Date and have not revoked their notice on or before the Effective Moment, but whose exit or cancellation period, as applicable, has not yet expired at the Effective Moment (the '**Milcobel Shareholder Exiting Pursuant To The Articles**'), will cease to be a Milcobel Shareholder at 23:59 hours Central European Time on the Closing Date (the '**Exit Moment**'), and will therefore not become a FrieslandCampina Member at the Effective Moment.

5.3.4 On the Closing Date, Milcobel will make the total amount of the Exit Disbursement Pursuant To The Articles to which a Milcobel Shareholder Exiting Pursuant To The Articles is entitled payable.

#### *Consequences for a Milcobel Shareholder That Has Already Exited Pursuant To The Articles*

5.3.5 Former Milcobel Shareholders that have submitted a request for retirement, cancellation or any other form of exit pursuant to the Articles to Milcobel before the Effective Date and whose exit or cancellation period, as applicable, has already expired at the Effective Moment, but whose Exit Disbursement Pursuant To The Articles has not yet been paid or has not yet been paid in full (the

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**'Milcobel Shareholders That Have Already Exited Pursuant To The Articles'**), are no longer Milcobel Shareholders from the expiry of the abovementioned exit or cancellation period and will therefore not become a FrieslandCampina Member at the Effective Moment either.

- 5.3.6 On the Closing Date, Milcobel will make the total amount of the Exit Disbursement Pursuant To The Articles to which a Milcobel Shareholder That Has Already Exited Pursuant To The Articles, not being a Milcobel Shareholder That Has Already Exited Pursuant To The Articles that is already a FrieslandCampina Member on the Closing Date (a **'Former Milcobel FrieslandCampina Member'**) is entitled payable.
- 5.3.7 As soon as is reasonably possible after the Effective Date, FrieslandCampina will make the entire amount of the Exit Disbursement Pursuant To The Articles to which a Former Milcobel FrieslandCampina Member is entitled payable, and credit it to the latter's FrieslandCampina Member's Account, with the Former Milcobel FrieslandCampina Member being entitled to set off the total amount of the Exit Disbursement Pursuant To The Articles against any outstanding claim for payment of required Milk Certificates.

### **5.4 Consequences for Milcobel Shareholders that fail to comply with the requirements under the Articles**

5.4.1 The requirements of Article 3.1 of the FrieslandCampina Articles stipulate that:

- (a) the following can be admitted as FrieslandCampina Member:
- (i) natural persons who are effectively involved in the operating of a dairy cattle company;
  - (ii) legal persons, or partnerships with legal personality, which are effectively involved in the operating of a dairy cattle company and the Articles of Association whereof comply with the requirements set by the Management Board; and
  - (iii) special members, being legal persons, or partnerships with legal personality, working within the area of milking, processing milk or selling milk;
- (b) the following cannot be FrieslandCampina Members:
- (i) natural persons and legal persons, or partnerships with legal personality, which are bankrupt or have been granted a (temporary) suspension of payment(s); and
  - (ii) natural persons who are legally incompetent.

5.4.2 Merging Milcobel Shareholders that, based on one or more of the qualifications as referred to in Article 5.4.1(a) and (b), cannot be admitted as a FrieslandCampina Member or be a

FrieslandCampina Member (the '**Non-Qualifying Milcobel Shareholders**')<sup>3</sup> will, at the Effective Moment, become a FrieslandCampina Member by operation of law, and will be granted a Membership Right, Merger Milk Certificates and a Credit Entry in accordance with the Exchange Ratio. The FrieslandCampina Board reserves the right to, at the Effective Moment or at any time thereafter, resolve to unilaterally terminate the membership of a Non-Qualifying Milcobel Shareholder, with due observance of a notice period of thirty (30) days in accordance with Article 7.3 of the FrieslandCampina Articles. FrieslandCampina will in such case inform the Non-Qualifying Milcobel Shareholders of the termination decision by registered letter, in accordance with Article 7.5 of the FrieslandCampina Articles.

### **5.5 Consequences for holders of nonvoting shares and shares that do not carry a right to profit**

As (i) there are no nonvoting shares or shares that do not carry a right to profit in FrieslandCampina, and (ii) there are no issue shares that do not carry a right to profit or the right to vote in Milcobel, the Merger will have no consequences for the holders of nonvoting shares or shares that do not carry a right to profit as referred to in Section 2:326(d) of the DCC.

### **5.6 Consequences for holders of a right of pledge or right of usufruct in respect of Milcobel shares**

5.6.1 On the date of this Merger Proposal, no right of pledge or right of usufruct *under Dutch law* has been established in respect of Milcobel shares, as a result of which there will be no substitution of property as referred to in Section 2:319(1) of the DCC in connection with the Merger.

5.6.2 In the absence of any notice to that effect by any Merging Milcobel Shareholder, as far as the Milcobel Board is aware, no right of pledge or right of usufruct *under Belgian law* has been established in respect of Milcobel shares on the date of this Merger Proposal.

5.6.3 If and insofar as one or more shares in Milcobel are encumbered with a right of pledge *under Belgian law* (a '**Milcobel Right of Pledge**') after all, it is the responsibility of the Merging Milcobel Shareholder to check whether a substitute security needs to be provided to the holder of one or more Milcobel Rights of Pledge to which one or more shares of the relevant Merging Milcobel Shareholder are subject. FrieslandCampina is prepared to provide its cooperation in the establishment of a substitute security by a Merging Milcobel Shareholder as at the Effective Date, within the existing financing possibilities for FrieslandCampina Members.

5.6.4 If and insofar as one or more shares in Milcobel are encumbered with a right of usufruct *under Belgian law* (a '**Milcobel Right of Usufruct**') after all, it is the responsibility of the Merging Milcobel Shareholder to inform Milcobel and FrieslandCampina of the Milcobel Right of Usufruct as soon as possible, and ideally before the Effective Date. Without prejudice to the principle of real subrogation in accordance with Article 3.10 of the Belgian Civil Code, FrieslandCampina will in such case provide its cooperation in the performance of the formalities for establishment of a

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<sup>3</sup> On the date of this Merger Proposal, the Milcobel Board is not aware of any Milcobel Shareholder qualifying as a Non-Qualifying Milcobel Shareholder.

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substitute right of usufruct by a Merging Milcobel Shareholder – if and insofar as this is possible – in respect of that which has taken the place of the Milcobel shares of the relevant Merging Milcobel Shareholder in accordance with the Exchange Ratio, or any part thereof.

- 5.6.5 FrieslandCampina is not obliged to provide the holders of the Milcobel Rights of Pledge, the holders of the Milcobel Rights of Usufruct or others equivalent replacement pursuant to Section 2:319(2) of the DCC.

### 5.7 Consequences for holders of a special right

There are no natural persons or legal entities that, except in their capacity as Milcobel Shareholder, have special rights with respect to Milcobel within the meaning of Section 2:320 of the DCC, Section 2:312(2)(c) of the DCC and Section 12:111, 7° of the CAC, so that no equivalent rights or compensation as referred to in the abovementioned sections need to be provided.

## 6 GOVERNANCE

### 6.1 Composition of the Board of FrieslandCampina

- 6.1.1 On the date of this Merger Proposal, the FrieslandCampina Board consists of seven (7) board members, being: Sijbren (S.S.U.) Attema (chair), Nils (N.) den Besten (vice-chair), Christianus (C.C.H.) Hoogeveen, Sandra (S.A.M.) Stuijk-Pelkmans, Herman (H.H.) Bakhuis, Trijntje (T.) Elshof-Witteveen and Wietse (W.) Duursma.

- 6.1.2 The intention is that, at the Cooperative Membership Date, a person to whom Milcobel has agreed (the '**Proposed Director**') will become a member of the FrieslandCampina Board, in such manner that, from the Cooperative Membership Date onwards, the FrieslandCampina Board will consist of (i) those members of the FrieslandCampina Board that were part of the FrieslandCampina Board immediately before the Cooperative Membership Date, and (ii) the Proposed Director. On the date of this Merger Proposal, it is not yet known who the Proposed Director will be.

- 6.1.3 Though, as at the date of this Merger Proposal, there are no intentions to make changes to the composition of the FrieslandCampina Board prior to or as at the Effective Moment other than referred to in Article 6.1.2, partly in view of the passage of time between the date of this Merger Proposal and the Effective Moment, it cannot be excluded that the composition of the FrieslandCampina Board will be subject to interim changes.

### 6.2 Milcobel Districts

- 6.2.1 At the Cooperative Membership Date, the number of FrieslandCampina Districts will be expanded from fourteen (14) to sixteen (16) and the following two (2) new FrieslandCampina Districts will be created:

- (a) District 15 – Milcobel West, formed by the following Milcobel Member Sections: North East Flanders, Brugse Ommeland, Westhoek, South West Flanders and South East Flanders, and

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(b) District 16 – Milcobel East, formed by the following Milcobel Member Sections: The Campine, Northwest Antwerp, Limburg & Brabant and Cercle Francophone, (the '**Milcobel Districts**').

6.2.2 During the period from the Cooperative Membership Date to and including the Closing Date, the Milcobel Districts will, in accordance with the Cooperative Membership FrieslandCampina Articles, bear the designation 'cooperative district' and Milcobel will be sole cooperative member of each Milcobel District. Per the Effective Moment, this designation will lapse and the Merging Milcobel Shareholders will be the members of the Milcobel Districts.

6.2.3 With effect from the Effective Moment, pursuant to Article 14.1 of the FrieslandCampina Articles, the Milcobel Districts will each have a District Council which will consist of eight (8) District Council members. The relevant provisions of the Merger FrieslandCampina Articles will apply with regard to the number of District Council members of the Milcobel Districts that will be part of the FrieslandCampina Membership Council and the number of votes they will be able to cast on behalf of the Milcobel Districts in the FrieslandCampina Membership Council.

### **6.3 FrieslandCampina regulations**

6.3.1 As from the Effective Moment, the (at that time) existing FrieslandCampina regulations will apply to the Merging Milcobel Shareholders. Insofar as this is in order after the processing of the changes that are required in connection with the Merger, the relevant regulations will be shared with the FrieslandCampina Members and the Milcobel Shareholders, respectively, no later than upon convocation of the FrieslandCampina Merger Membership Council and the Milcobel Merger Meeting.

6.3.2 If it turns out that, in the period between the date of the Milcobel Merger Meeting and the Effective Moment, a change to relevant set of FrieslandCampina regulations is required or desirable, the Merging Milcobel Shareholders will be informed of these changes.

### **6.4 Mandates of Milcobel officials**

The mandates of the members of the Milcobel Board, special proxies of Milcobel and of the Milcobel Statutory Auditor, insofar as still standing at the Closing Date, will terminate as of the Effective Moment, provided that (i) the Milcobel Board will still be responsible until the Effective Date for the preparation of the annual accounts for Milcobel in respect of the period between the closing date of the last financial year for which the accounts have been approved and the Accounting Effective Date and (ii) the Milcobel Statutory Auditor will also prepare a report on its audit over the same period in accordance with the provisions applicable to it.

**7 FINANCIAL DATA**

**7.1 Annual accounts for determination of the conditions of the Merger**

- 7.1.1 The last financial year of FrieslandCampina for which annual accounts were adopted ended on 31 December 2024. These annual accounts were adopted on 11 March 2025. As, on the date of this Merger Proposal, the above-mentioned financial year ended more than six (6) months ago, the FrieslandCampina Board has drawn up interim financial statements about the state of the capital as at 30 June 2025, with due observance of Section 2:313(2) BW of the CAC.
- 7.1.2 The last financial year of Milcobel for which annual accounts were adopted ended on 31 December 2024. These annual accounts were adopted on 17 June 2025. As, on the date of this Merger Proposal, the abovementioned financial year ended more than six (6) months ago, the Milcobel Board has drawn up interim figures about the state of the capital as at 30 June 2025, with due observance of Section 12:115, §2, 5° of the CAC.
- 7.1.3 The state of FrieslandCampina's capital has been determined on the basis of the interim financials statement as referred to in Article 7.1.1, and the state of Milcobel's capital has been determined on the basis of the interim figures as referred to in Article 7.1.2.

**7.2 Financial information on Milcobel**

- 7.2.1 Milcobel's financial information will be accounted for in FrieslandCampina's annual accounts from 1 January 2026, in accordance with the provisions of Article 3.2.3. As a result, the last financial year of Milcobel will end on 31 December 2025. If and to the extent an obligation exists under Belgian law to prepare annual accounts in respect of Milcobel for the period from 1 January 2026 up to and including the Closing Date, FrieslandCampina will prepare such annual accounts in accordance with the applicable Belgian legal requirements.
- 7.2.2 At 1 January of the financial year in which the Effective Moment takes place, each obligation with regard to Milcobel's annual accounts will transfer to FrieslandCampina.

**7.3 Valuation of the Milcobel Capital**

Based on the interim statement of assets and liabilities of Milcobel as at 30 June 2025, the value (the accounting book value of the equity capital) of the Milcobel Capital (rounded) amounts to EUR 222,040,731.<sup>4</sup>

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<sup>4</sup> Prior to the Merger and as at the Cooperative Membership Date, the Cooperative Membership Structure will be implemented. The implementation of this Cooperative Membership Structure and the related changes and transactions as mentioned under recital (Q), have an impact on the value of Milcobel Capital as referred to here in Article 7.3. In addition, the change to the actuarial valuation method, from BE GAAP for Milcobel to IFRS for FrieslandCampina, will affect the value of the Milcobel Capital as stated here in this Article 7.3 as well.

The abovementioned value of the Milcobel Capital was not taken into account in determining the Exchange Ratio. For more information on the method used to determine the Exchange Ratio, reference is made to Article 7.4 below.

At the Effective Moment, the value of the Milcobel Capital will transfer to FrieslandCampina and – as described in Article 3.2.3 and Article 7.2.1 – will for accounting purposes come for the account of FrieslandCampina as at 1 January 2026.

The use of the term 'valuation' follows from the mandatory notices with regard to this Merger Proposal according to Dutch law, as laid down in Section 2:333d of the DCC, and does not constitute a valuation under Belgian law, which only prescribes that this Merger Proposal must contain the evaluation of the Milcobel Capital.

### **7.4 Method used to determine the Exchange Ratio**

In determining the Exchange Ratio and the individual components thereof as described in Article 4.1, there has been no economic valuation of the various components of the Exchange Ratio (the Membership Right, the Milk Certificates and the Credit Entry) in respect of the Milcobel shares. In view of the cooperative ideology of FrieslandCampina and Milcobel and the limited transferability of the rights as referred to above, such a valuation has no added value in determining the Exchange Ratio. In accordance with the FrieslandCampina Articles and regulations, the Membership Right is not transferable, the transferability of the Milk Certificates is limited and, in principle, only the relevant FrieslandCampina Member is entitled to his/its FrieslandCampina Member's Account and its balance. In accordance with the Milcobel Articles, the transferability of the Milcobel shares is limited as well.

### **7.5 Influence on FrieslandCampina's goodwill and distributable reserves**

7.5.1 The Merger is not expected to affect the amount of goodwill in FrieslandCampina's balance sheet.

7.5.2 The Merger is not expected to affect the level of distributable reserves in FrieslandCampina's balance sheet.<sup>5</sup>

### **7.6 Incentives and subsidies received by Milcobel**

In the five (5) years preceding this Merger Proposal, Milcobel received the subsidies or incentives as set out in Annex 6 (*Incentives and subsidies received by Milcobel*).

### **7.7 Major changes in Milcobel's assets and liabilities**

If it turns out that, between the date of this Merger Proposal and the FrieslandCampina Merger Membership Council and the Milcobel Merger Meeting, there are major changes in Milcobel's

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<sup>5</sup> Prior to the Merger and as at the Cooperative Membership Date, the Cooperative Membership Structure will be implemented. The implementation of this Cooperative Membership Structure and the related changes and transactions as mentioned in recital (Q), do have a potential impact on the amount of goodwill and equity in FrieslandCampina's balance sheet.

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assets and liabilities that affect the statements in this Merger Proposal, the FrieslandCampina Board and the Milcobel Board will inform the FrieslandCampina Members and the Milcobel Shareholders of that in accordance with Section 2:315(1) of the DCC and Section 12:27 of the CAC.

### **8 FORMAL MATTERS**

#### **8.1 Creditors' opposition period and waiting period**

8.1.1 Within three (3) months, to be calculated from the day after the day of announcement of the filing of this Merger Proposal or an extract thereof in the Dutch Government Gazette and the publication of the Merger Proposal in the Annexes to the Belgian Official Gazette, FrieslandCampina's creditors may oppose the Merger by submitting a request to that effect to the Court of Midden-Nederland, stating the requested security.

8.1.2 Within a waiting period of three (3) months, calculated from the day after the day of publication of this Merger Proposal in the Annexes to the Belgian Official Gazette, the creditors with regard to established but not yet due and payable claims on Milcobel and with regard to claims in respect of, prior to the date of the above-mentioned publication, proceedings at law or arbitration proceedings were instituted against Milcobel, may require additional security or any other guarantees by emailing Milcobel (at the email address as referred to in Article 9.2) and the Belgian Civil-Law Notary (on the email address as referred to in Article 8.9.2).

#### **8.2 Security for creditors**

FrieslandCampina does not intend to provide additional security to creditors of FrieslandCampina and Milcobel in connection with the Merger.

#### **8.3 Participation schemes**

8.3.1 Pursuant to Section 2:333k(3), preamble of the DCC, if one (1) of the conditions as referred to in Section 2:333k(3), (a) through (c) is met, employee participation with an acquiring legal entity in a cross-border merger must be arranged in accordance with the principles and regulations as referred to in the above-mentioned subsection. None of the conditions of Section 2:333k(3) of the DCC apply to FrieslandCampina and Milcobel and in addition, in the four (4) years prior to the Merger, neither of them was involved in a merger as referred to in Section 2:333b of the DCC as the acquiring legal entity as referred to in Section 2:333k(15) of the DCC. As a result, there are no employee participation rights pursuant to Section 2:333k of the DCC.

8.3.2 Insofar as this is applicable, pursuant to Article 2 of the CLA No. 94, if one (1) of the conditions as referred to in the above-mentioned article at 1° through 3° is met, employee participation with an acquiring legal entity in a cross-border merger must be arranged in accordance with the principles and regulations as referred to in the CLA No. 94. None of the conditions of Article 2 of the CLA No. 94 apply to FrieslandCampina and Milcobel. As a result, there are no employee participation rights pursuant to the CLA No. 94.

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8.3.3 It follows from the above that, as – at this time – there is no employee participation with FrieslandCampina in connection with the absence of employees, or with Milcobel in connection with the fact that Belgian law does not provide for employee participation, there are no employee participation rights pursuant to Section 2:333k of the DCC and, insofar as this applies, CLA No. 94, and none have to be established.

### 8.4 Involvement of works councils

8.4.1 FrieslandCampina does not have a works council or participation council as referred to in Section 2:314(4) of the DCC. A central works council has been set up at the level of Koninklijke FrieslandCampina N.V.. This central works council has been adequately informed about the Merger.

8.4.2 Milcobel's and its subsidiaries' employees are represented in four (4) different works councils, being those within the technical business units of Langemark, Moorslede, Brugge and Kallo. These works councils will be adequately informed and consulted about the Merger and the Merger Proposal in accordance with Article 11 of the CLA No. 9 and Article 25 of the Royal Decree. In addition, the Report will, in accordance with Section 12:113, §1, seventh subsection of the CAC, be made available to Milcobel's employee representatives no later than six (6) weeks before the Milcobel Merger Meeting, at least electronically. In accordance with Section 12:112, §1, 2° of the CAC, Milcobel's employee representatives can submit their thoughts on the Merger Proposal up to five (5) working days before the Milcobel Merger Meeting.

### 8.5 Required approvals and other procedures

8.5.1 Pursuant to (i) the FrieslandCampina Articles, the FrieslandCampina Merger Resolution is not subject to any approval, and (ii) the Milcobel Articles, the Milcobel Merger Resolution is not subject to any approval.

8.5.2 In accordance with Article 27 of the FrieslandCampina Articles, the chairmen's council (*voorzittersoverleg*) as referred to in Article 28 of the FrieslandCampina Articles issued their advice on this Merger Proposal on 27 August 2025.

8.5.3 In accordance with Article 27(1)(d) of the FrieslandCampina Articles, the district meetings as referred to in the above-mentioned article will be held prior to the FrieslandCampina Merger Membership Council. The Merger Proposal will be placed on the agenda of those meetings.

8.5.4 In accordance with Article 3.1 of the Milcobel Internal Regulations, Milcobel's cooperative council (*coöperatieraad*) will be consulted prior to the Milcobel Merger Meeting.

### 8.6 Required adoption of resolutions

8.6.1 The FrieslandCampina Membership Council is authorised to resolve to effect the Merger (such a resolution hereinafter referred to as the '**FrieslandCampina Merger Resolution**'). The FrieslandCampina Merger Resolution must be adopted with due observance of Article 27 of the

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FrieslandCampina Articles and requires a majority of two-thirds of the votes cast at a FrieslandCampina Membership Council at which at least two-thirds of the membership council members are present or represented, on the understanding that if, at the first FrieslandCampina Membership Council at which the FrieslandCampina Merger Resolution is put to the vote, the above-mentioned quorum is not met, a second FrieslandCampina Membership Council must be held no later than within 30 days, at which a valid FrieslandCampina Merger Resolution can be adopted, regardless of the number of membership council members that is present or represented.

- 8.6.2 The Milcobel General Meeting is authorised to resolve to effect the Merger (such a resolution hereinafter referred to as the '**Milcobel Merger Resolution**'). The Milcobel Merger Resolution requires a majority of three-fourths of the votes cast at a Milcobel General Meeting at which at least half of the Milcobel Representatives are present or represented, on the understanding that if, at the first Milcobel General Meeting at which the Milcobel Merger Resolution is put to the vote, the above-mentioned quorum is not met, a second Milcobel General Meeting may adopt a valid Milcobel Merger Resolution, regardless of the number of Milcobel Representatives that is present or represented.

### **8.7 Statutory right of Milcobel Shareholders to exit in connection with the Merger**

- 8.7.1 Pursuant to Section 12:116/1, §1 of the CAC, all the Milcobel Shareholders have a special right to exit in connection with the Merger (the '**Statutory Exit Right** '). Insofar as this is necessary, it is emphasized that the Statutory Exit Right is separate from the Exit Right Pursuant To The Articles as explained in further detail in Article 5.3.

- 8.7.2 Milcobel Shareholders may exercise their Statutory Exit Right by:

- (a) – before the Milcobel Merger Meeting – notifying Milcobel of their intention to vote against the Milcobel Merger Resolution via the email address as referred to in Article 9.2;
- (b) attending the Milcobel Merger Meeting in person or represented by proxy, and indicating that they are against the Milcobel Merger Resolution at the Milcobel Merger Meeting, at a time indicated by the chair of the Milcobel Merger Meeting; and
- (c) reconfirming their desire to exercise the Statutory Exit Right at the Milcobel Merger Meeting, but only after the vote on the Milcobel Merger Resolution,

all this in accordance with the relevant regulations as contained in the Report.

- 8.7.3 Statutory Exiting Milcobel Shareholders will not become a FrieslandCampina Member as a result of the Merger. Their shareholding in Milcobel will end at the Exit Moment, being 23:59 hours Central European Time on the Closing Date.

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### 8.8 Monetary consideration in connection with the Statutory Exit Right

- 8.8.1 Pursuant to Section 12:116/1, §1, second subsection of the CAC, each Statutory Exiting Milcobel Shareholder is entitled to a statutory exit disbursement (the '**Statutory Exit Disbursement**').
- 8.8.2 The amount of the Statutory Exit Disbursement to which a Statutory Exiting Milcobel Shareholder will be entitled is equal to the exit disbursement to which the Statutory Exiting Milcobel Shareholder would be entitled if he/it were to exit from Milcobel in accordance with the (then applicable) Milcobel Articles.
- 8.8.3 FrieslandCampina will pay each Statutory Exiting Milcobel Shareholder the Statutory Exit Disbursement as soon as reasonably possible after the Effective Moment, in one (1) lump sum.
- 8.8.4 Further information on the Statutory Exit Disbursement is contained in the Report and will be included in the report as referred to at (X).

### 8.9 Civil-Law Notaries Involved

- 8.9.1 C.A. Voogt ([constantijn.voogt@debrauw.com](mailto:constantijn.voogt@debrauw.com)), civil-law notary practising in Amsterdam, the Netherlands, one of his deputies or another civil-law notary employed in the firm of De Brauw Blackstone Westbroek N.V., each practising in Amsterdam, The Netherlands is involved in the Merger as the Dutch civil-law notary (the '**Dutch Civil-Law Notary**').
- 8.9.2 T. Carnewal ([carnewal@berquin.be](mailto:carnewal@berquin.be)), civil-law notary practising in Brussels, Belgium, one of his deputies or another civil-law notary employed in the firm of Berquin Notarissen BV, each practising in Brussels, Belgium is involved in the Merger as the Belgian civil-law notary (the '**Belgian Civil-Law Notary**').

## 9 CONTACT DETAILS OF FRIESLANDCAMPINA AND MILCOBEL

### 9.1 Contact details FrieslandCampina

All communication sent to FrieslandCampina by shareholders, creditors and employees or other stakeholders will be deemed to have been validly sent (i) by being sent by email to [companysecretary@frieslandcampina.com](mailto:companysecretary@frieslandcampina.com), or (ii) by being sent by registered letter to the following address:

*Zuivelcoöperatie FrieslandCampina U.A.  
attn. the Board  
Stationsplein 4  
3818 LE Amersfoort*

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### 9.2 Contact details Milcobel

All communication sent to Milcobel by shareholders, creditors and employees or other stakeholders will be deemed to have been validly sent (i) by being sent by email to [legal@milcobel.com](mailto:legal@milcobel.com), or (ii) by being sent by registered letter to the following address:

*Milcobel CV  
attn. the Board of Directors  
Fabriekstraat 141  
9120 Beveren  
Belgium*

### 10 TAXATION

10.1.1 FrieslandCampina and Milcobel aim for the Merger to be Tax Neutral and, with reference to Article 3.3.1, will make every effort to obtain an adequate advance ruling from the Dutch and Belgian tax authorities with regard to the tax treatment of the Merger at the level of FrieslandCampina and/or Milcobel.

10.1.2 Each of Milcobel and FrieslandCampina and each of their respective affiliates will be entitled to, with regard to amounts that are to be paid to Milcobel Shareholders or FrieslandCampina Members pursuant to or in connection with this Merger, withhold and pay such amounts as it reasonably thinks are owed on the basis of applicable tax laws and regulations. Insofar as – as the case may be – Milcobel, FrieslandCampina or one of their respective affiliates withholds such amounts and pays these to the appropriate government authority, Milcobel, FrieslandCampina, or one of their respective affiliates, as the case may be, will be deemed to have paid out such withheld and paid amounts to the relevant Milcobel Shareholder or FrieslandCampina Member.

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

This merger proposal has been signed by all members of the board of Zuivelcoöperatie FrieslandCampina U.A. and all members of the management board of Milcobel CV on 4 September 2025.

Annex 1 Definitions, interpretation and explanatory notes

1 DEFINITIONS

The capitalised terms in this Merger Proposal have the following meanings:

<b>Share split</b>	has the meaning ascribed to it in Article 4.1.2;
<b>Merger Deed</b>	has the meaning ascribed to it in Article 3.2.1;
<b>Tax Neutral</b>	means that, for Belgian tax purposes, the Merger (i) meets the conditions set out in article 211, §1, fourth paragraph of the Belgian Income Tax Code (' <b>WIB92</b> ') and does not have as its principal objective or one of its principal objectives tax fraud or tax avoidance within the meaning of article 183bis WIB92, so that the proposed transaction can be tax neutral in terms of Belgian income tax; (ii) falls within the scope of article 45, §1, first paragraph, 1° WIB92 and consequently the acquisition by the shareholders of Milcobel CV of a membership right, milk certificates and a subscription to the members' account can take place in a tax-neutral manner; (iii) also meets the conditions as set out in article 11 in conjunction with 18, §3 of the VAT Code so that the Merger can take place in a VAT-neutral manner in Belgium;
<b>Belgian Civil-Law Notary</b>	has the meaning ascribed to it in Article 8.9.2;
<b>Belgian Premerger Certificate</b>	refers to the premerger certificate issued by the Belgian Civil-Law Notary in accordance with Section 12:117 of the CAC;
<b>Additional Contribution Obligation</b>	has the meaning ascribed to it in Article 4.1.2;
<b>Accounting Effective Date</b>	has the meaning ascribed to it in Article 3.2.3;
<b>DCC</b>	means the Dutch Civil Code [ <i>Burgerlijk Wetboek – BW</i> ];
<b>CLA No. 9</b>	refers to the Collective Labour Agreement No. 9 of 9 March 1972 marshalling the National Labour Council's national accords and collective labour agreements concerning the works councils;
<b>CLA No. 32a</b>	refers to the Collective Labour Agreement No. 32a of 7 June 1985 on the preservation of the rights of employees in the event of a change in employer as a result of the transfer of the company pursuant to an agreement and providing for the

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	rights of employees that are taken over in the event of an acquisition of assets after a liquidation.
<b>CLA No. 94</b>	refers to the Collective Labour Agreement No. 94 of 29 April 2008 on employee participation in companies that come about through cross-border mergers, divisions and conversions, as amended by the Collective Labour Agreement No. 94/1 of 20 December 2022;
<b>Closing Date</b>	refers to the date on which the Merger Deed is executed by the Dutch Civil-Law Notary;
<b>Cooperative Merger</b>	has the meaning ascribed to it in (B);
<b>Cooperative Membership Right</b>	means a special (cooperative) membership right in FrieslandCampina in accordance with Article 3(1)(c) of the Cooperative Membership FrieslandCampina Articles;
<b>Cooperative Membership</b>	has the meaning ascribed to it in (Q);
<b>Cooperative Membership FrieslandCampina Articles</b>	has the meaning ascribed to it in (Q)(ii);
<b>Cooperative Membership Date</b>	has the meaning ascribed to it in (Q);
<b>Cooperative Membership Structure</b>	has the meaning ascribed to it in (Q);
<b>Credit Entry</b>	has the meaning ascribed to it in Article 4.1.1(iii);
<b>Effective Date</b>	has the meaning ascribed to it in Article 3.2.2;
<b>Effective Moment</b>	has the meaning ascribed to it in Article 3.2.2;
<b>FC Share or FC-Shares</b>	means an FC share or the FC shares in the equity of Milcobel, which FC shares are held during the Cooperative Membership by three (3) FrieslandCampina Group companies;
<b>Merger Tax Rulings</b>	has the meaning ascribed to it in Article 3.3.1;
<b>FrieslandCampina</b>	has the meaning ascribed to it in the preamble at (1);
<b>FrieslandCampina Corporate Takeover Scheme</b>	refers to FrieslandCampina's Corporate Takeover Scheme, as this reads from time to time;
<b>FrieslandCampina Board</b>	refers to the Board of Directors of FrieslandCampina;

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<b>FrieslandCampina Districts</b>	has the meaning ascribed to it in (J);
<b>FrieslandCampina Merger Resolution</b>	has the meaning ascribed to it in Article 8.6.1;
<b>FrieslandCampina Merger Membership Council</b>	refers to de FrieslandCampina Membership Council for which the adoption of a decision on the FrieslandCampina Merger Resolution is on the agenda;
<b>FrieslandCampina Group Company</b>	refers to a group company of FrieslandCampina as referred to in Section 2:24b of the DCC;
<b>FrieslandCampina Notice</b>	has the meaning ascribed to it in (V);
<b>FrieslandCampina Members</b>	has the meaning ascribed to it in (D);
<b>FrieslandCampina Membership Council</b>	refers to the membership council of FrieslandCampina as referred to in Article 23 of the FrieslandCampina Articles;
<b>FrieslandCampina Member's Account</b>	refers to the Member's Account FrieslandCampina will hold for a Merging Milcobel Shareholder from the Effective Moment;
<b>FrieslandCampina Milk Web</b>	has the meaning ascribed to it in (Z);
<b>FrieslandCampina Articles</b>	refers to the articles of FrieslandCampina, as these read from time to time;
<b>FrieslandCampina Website</b>	has the meaning ascribed to it in (Z);
<b>Merging Milcobel Shareholder</b>	has the meaning ascribed to it in Article 4.1.1;
<b>Merger</b>	has the meaning ascribed to it in (S);
<b>Merger FrieslandCampina Articles</b>	has the meaning ascribed to it in Article 2.6;
<b>Merger Milk Certificates</b>	has the meaning ascribed to it in Article 4.1.1(ii);
<b>Merger Agreement</b>	refers to the agreement FrieslandCampina and Milcobel entered into within the framework of the Merger on 20 December 2024;
<b>Merger Proposal</b>	has the meaning ascribed to it in (C);
<b>Paid Contribution</b>	refers to the contribution paid by a Milcobel Shareholder on the Closing Date;

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<b>Ordinary Shares</b>	means the ordinary shares in the equity of Milcobel, which ordinary shares are held during the Cooperative Membership by shareholder-dairy farmers of Milcobel;
<b>Contribution of Business</b>	has the meaning ascribed to it in (Q)(i);
<b>Individual Contribution Obligation</b>	has the meaning ascribed to it in Article 4.4.3;
<b>Individual Deferred Payment Scheme</b>	has the meaning ascribed to it in Article 4.4.3;
<b>Royal Decree</b>	refers to the Royal Decree of 27 November 1973 laying down regulations on the economic and financial information to be provided to the works councils;
<b>Member's Account</b>	refers to the free membership account as referred to in Article 10.a of the FrieslandCampina Articles;
<b>Delivery Agreement</b>	refers to agreement with regard to – <i>inter alia</i> – the obligation to supply milk to FrieslandCampina or a third party designated by FrieslandCampina;
<b>Membership Right</b>	has the meaning ascribed to it in (I);
<b>Milk Certificate</b>	refers to a milk certificate issued by FrieslandCampina in accordance with the Milk Certificates Regulations;
<b>Milk Certificates Regulations</b>	refers to the milk certificates regulations ( <i>melkcertificatenreglement</i> ) of FrieslandCampina, as these read from time to time;
<b>Milk Price Regulations</b>	refers to the milk price regulations ( <i>melkgeldreglement</i> ) of FrieslandCampina, as these read from time to time;
<b>Milcobel</b>	has the meaning ascribed to it in the preamble at (2);
<b>Milcobel Shareholders</b>	has the meaning ascribed to it in (M);
<b>Milcobel Representatives</b>	refers to representatives at the Milcobel General Meeting as referred to in the Milcobel Articles;
<b>Milcobel General Meeting</b>	refers to the general meeting of shareholders of Milcobel as referred to in Article 28 of the Milcobel Articles;
<b>Milcobel Board</b>	means the board of directors of Milcobel, or after the implementation of the Cooperative Membership the sole director of Milcobel;

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<b>Milcobel Statutory Auditor</b>	refers to the statutory auditor of Milcobel, being PricewaterhouseCoopers Bedrijfsrevisoren BV, permanently represented by Eva Van Wonterghem;
<b>Milcobel Districts</b>	has the meaning ascribed to it in Article 6.2.1;
<b>Milcobel Merger Resolution</b>	has the meaning ascribed to it in Article 8.6.2;
<b>Milcobel Merger Meeting</b>	refers to de Milcobel General Meeting at which the adoption of a decision on the Milcobel Merger Resolution is on the agenda;
<b>Milcobel Volume Bonus</b>	refers to the Volume Bonus Milcobel pays Milcobel Shareholders in accordance with Article 5 of the Milcobel Internal Regulations;
<b>Milcobel Internal Regulations</b>	refers to the internal regulations of Milcobel, as these read from time to time;
<b>Milcobel Notice</b>	has the meaning ascribed to it in (V);
<b>Milcobel Member Sections</b>	has the meaning ascribed to it in (P);
<b>Milcobel Member Portal</b>	has the meaning ascribed to it in (AA);
<b>Milcobel NewCo</b>	has the meaning ascribed to it in (Q)(i);
<b>Milcobel NewCo Shares</b>	has the meaning ascribed to it in (Q)(iii)(b) ;
<b>Milcobel Right of Pledge</b>	has the meaning ascribed to it in Article 5.6.3;
<b>Milcobel Articles</b>	refers to the articles of association of Milcobel, as these read from time to time;
<b>Milcobel Capital</b>	has the meaning ascribed to it in (S)(i);
<b>Milcobel Right of Usufruct</b>	has the meaning ascribed to it in Article 5.6.4;
<b>Dutch Civil-Law Notary</b>	has the meaning ascribed to it in Article 8.9.1;
<b>Dutch Premerger Certificate</b>	refers to the premerger certificate issued by the Dutch Civil-Law Notary in accordance with Section 2:333i of the DCC;
<b>Non-Qualifying Milcobel Shareholders</b>	has the meaning ascribed to it in Article 5.4.2;
<b>Operational Milcobel Assets and Liabilities</b>	means the entire assets (all assets and liabilities) and legal relations of Milcobel immediately prior to the Contribution in

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	Business, other than the assets and liabilities to be left behind in connection with Milcobel's cooperative operation;
<b>Former Milcobel FrieslandCampina Member</b>	has the meaning ascribed to it in Article 5.3.6;
<b>Practice Regulations</b>	refers to the applicable practice regulations of FrieslandCampina for the Netherlands and Belgium, as these read from time to time;
<b>PwC Nederland</b>	refers to PricewaterhouseCoopers Accountants N.V.;
<b>Directive</b>	refers to Directive (EU) 2019/2121 of the European Parliament and of the Council of 27 November 2019 amending Directive (EU) 2017/1132 as regards cross-border conversions, mergers and divisions;
<b>Exchange Ratio</b>	has the meaning ascribed to it in Article 4.1.1;
<b>Written Explanatory Notes</b>	has the meaning ascribed to it in (V);
<b>Exit Disbursement Pursuant To The Articles</b>	has the meaning ascribed to it in Article 5.3.1;
<b>Milcobel Shareholder That Has Already Exited Pursuant To The Articles</b>	has the meaning ascribed to it in Article 5.3.5;
<b>Milcobel Shareholder Exiting Pursuant To The Articles</b>	has the meaning ascribed to it in Article 5.3.3;
<b>The Articles Exit Right</b>	has the meaning ascribed to it in Article 5.3.1;
<b>Exiting Moment</b>	has the meaning ascribed to it in Article 5.3.3;
<b>Report</b>	has the meaning ascribed to it in (V);
<b>Obligation to Pay Up</b>	has the meaning ascribed to it in Article 4.1.1(ii);
<b>Proposed Director</b>	has the meaning ascribed to it in Article 6.1.2;
<b>TFEU</b>	refers to the Treaty on the Functioning of the European Union;
<b>Statutory Exit Disbursement</b>	has the meaning ascribed to it in Article 8.8.1;
<b>Statutory Exiting Milcobel Shareholder</b>	refers to a Milcobel Shareholder who exercises the Legal Exit Right;

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**Statutory Exit Right**

has the meaning ascribed to it in Article 8.7.1;

**CAC**

refers to the Belgian Companies and Associations Code [*Wetboek Vennootschappen en Verenigingen – WVV*].

### **1 INTERPRETATION**

- 1.1.1 Unless the context requires otherwise, each reference to an article or annex is a reference to the relevant article of or annex to this Merger Proposal. The annexes form part of this Merger Proposal.
- 1.1.2 Where reference is made to rules from the DCC or the CAC but, based on the DCC or the CAC, those rules do not apply to the Merger, those rules are deemed to applied to the Merger by analogy.
- 1.1.3 Any reference in this Merger Proposal to a gender includes all genders and non-binary individuals, and any term or word in the singular will include the plural form and vice versa.

### **2 EXPLANATION**

- 2.1.1 Headings of articles and titles of annexes do not affect the interpretation of this Merger Proposal.
- 2.1.2 This Merger Proposal has been drawn up in multiple languages. In the event of discrepancies, the Dutch language prevails.

## Annex 2 Current Articles of FrieslandCampina

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**UNOFFICIAL TRANSLATION OF CURRENT ARTICLES**

**ARTICLES OF ASSOCIATION**

of:

Zuivelcoöperatie FrieslandCampina U.A.  
with seat in the municipality of Amersfoort  
dated 10 December 2024

In these Articles of Association, the following terms shall have the following meaning:

delivery agreement	:	the agreement, to be determined by the Management Board and to be concluded between the cooperative and each of its members, regarding the obligation to deliver standard or special milk to the cooperative or to a third party specified by the cooperative; the milk price regulation is part of this agreement;
Koninklijke FrieslandCampina N.V.	:	the public limited liability company, Koninklijke FrieslandCampina N.V., located in Amersfoort;
members	:	the members of the cooperative, which form part of the member categories as referred to in Article 3, paragraph 1, under a through c;
Milk	:	unless explicit evidence to the contrary standard milk and special milk;
milk certificates	:	milk certificates as referred to in Article 10.d with the rights and obligations attached thereto by or pursuant to these Articles of Association, the Regulation for the payment of milk and the milk certificates regulations;
milk certificates regulations	:	the milk certificates regulations as referred to in Article 10.d, paragraph 3;
Regulation for the payment of milk	:	the regulation for the payment of milk and the regulations concerning biological milk for farmers which regulations exist separately;
special milk	:	milk from cows which is regarded by the Management Board as milk with special properties;
standard milk	:	milk from cows, unless it concerns special milk;
the appeals committee	:	the committee to which an applicant for membership of the cooperative or a member of the cooperative, respectively, can lodge an appeal with respect to the decision made by the Management Board to refuse membership, cancel membership, or disqualify members from membership;

the cooperative : Zuivelcoöperatie FrieslandCampina U.A.,  
located in Amersfoort.

Unless it expressly appears otherwise, a term used in these Articles of Association in the plural has, with corresponding adjustment of the stated term, the same meaning in the singular and vice versa.

With respect to all items for which these Articles of Association could give rise to misunderstanding and provisions which could be open to different interpretations, the Management Board decides.

Unless, by way of these Articles of Association or pursuant to a resolution adopted by the Membership Council, another body of the cooperative is designated for this purpose, the Management Board can determine one or more regulations, in which items are regulated that are either not or not fully provided for in these Articles of Association.

Regulations may not contain provisions which violate the law or these Articles of Association.

#### **NAME, REGISTERED OFFICE, OBJECTIVE AND TERRITORY**

##### **Name and registered office.**

###### **Article 1.**

1. The name of the cooperative is: Zuivelcoöperatie FrieslandCampina U.A.
2. It has its registered seat in Amersfoort.

##### **Objective and territory.**

###### **Article 2.**

1. The objectives for which the cooperative has been established are:
  - a. to provide for the material needs of its members pursuant to agreements concluded with them in the company Koninklijke FrieslandCampina N.V. which it exercises for this purpose for the benefit of its members; and
  - b. to manage and finance its subsidiary companies, consortia and participating interests and to provide securities and financial guarantees for its own debts as well as for the debts of third parties, including, without being limited to, debts of the aforementioned subsidiary companies, consortia and participating interests, as well as all activities which are incidental to or which may be conducive to any of the foregoing.
2. The cooperative can enter into agreements with other parties that are similar to those it may conclude with its members, though not to such a degree that the agreements with the members are of lesser significance.
3. The cooperative is authorized through a resolution of the Management Board to amend the agreements concluded with its members such as referred to in paragraph 1, under a.
4. The Management Board determines the cooperative's geographic territory.

#### **MEMBERSHIP**

##### **Membership. General.**

###### **Article 3.**

1. The following can be admitted as members of the cooperative:
  - a. natural persons who are effectively involved in the operating of a dairy cattle company;

- b. legal persons, or partnerships with legal personality, which are effectively involved in the operating of a dairy cattle company and the Articles of Association whereof comply with the requirements set by the Management Board;
- c. special members, being legal persons, or partnerships with legal personality, working within the area of milking, processing milk or selling milk.

Members may not be:

- (i) natural persons and legal persons, or partnerships with legal personality, which are bankrupt or have been granted a (temporary) suspension of payment(s);
  - (ii) natural persons who are legally incompetent.
2. The Management Board shall determine whether a member is effectively involved in the operation of a dairy cattle company.
  3. The Management Board shall decide about the principles of the policy to admit new members, subject to the Membership Council's approval. The Management Board can make admittance subject to conditions for the payment of membership fees.
  4. The membership of a natural person shall be personal and not open to transfer or passing. The membership of a legal person, or a partnership with legal personality, shall not be open to transfer. The membership of a legal person, which ceases to exist on account of a merger or division, shall not transfer to the acquiring legal person, unless the Management Board has granted prior permission thereto.
  5. On the basis of the membership, the members shall have the rights and obligations provided for by law and in these Articles, including, but not limited to:
    - a. the obligation to supply milk to the cooperative, or to a third party as specified by the cooperative, such as provided for in Article 9;
    - b. the right to use the free members' account held by the cooperative, as provided for in Article 10.a;
    - c. the right to exercise one's voting right at district meetings and attending these meetings, as referred to in Article 22;
    - d. the right to use the right of initiative as provided for in Article 36;
    - e. the right to inspect the cooperative's annual accounts and to receive a copy thereof at no cost, and the right to receive the cooperative's members magazine.
  6. Former members whose membership has ended through cancellation by the former member himself/herself or by the cooperative, pursuant to Article 7, due the fact that the former member is no longer involved in the operating of the dairy cattle company, shall acquire a so-called cessation of dairy farming. On the basis of this cessation of dairy farming, they shall retain the right to attend the district meetings, the right to inspect and receive a copy of the cooperative's annual accounts at no cost, and the right to receive the cooperative's members magazine.

**Partnerships and membership.**

**Article 4.**

1. If several persons, natural persons or legal persons, who are effectively involved in the operating of a dairy cattle company as referred to in the aforementioned Article, announce that they jointly operate the dairy cattle company in any form of partnership - without it being significant in which form this is done, but solely the notification from each of them that this concerns a joint operation - each of them may be admitted as a member of the

cooperative, on the condition that the principles contained in the policy providing for the admittance of new members, as referred to in Article 3, paragraph 3, are observed. Every participant in the partnership shall be under the obligation to inform the Management Board in writing, without delay, about the composition of the partnership and all the changes therein, as long as at least one of them is a member of the cooperative.

2. If not all, but only one or several persons, who participate in the partnership as referred to in paragraph 1 of this Article, become(s) a member/members, then this/these person(s) shall exercise and hold all rights and obligations as if he/they was/were the sole holder(s) of all the cows kept by that dairy cattle company and as if all the milk from these cows was drawn by him/them.
3. If all persons who participate in the partnership as referred to in paragraph 1, become members, they shall not only be bound to meet their own obligations as a member towards the cooperative, but they shall also be jointly and severally liable towards the cooperative for the obligations of all other members who participate in the partnership involved.
4. If more than one member participates in a partnership, then each member shall be deemed to have an equal part in the delivered quantity of milk of this partnership, unless the respective members desire another apportionment, which shall then be required to be jointly submitted by them in writing to the Management Board and which shall be effective as from the next payment period.
5. If more than one member participates in a partnership, the amounts payable by the cooperative in respect of the quantity of milk delivered by the partnership minus any deductions thereon shall be transferred to one or more bank or giro account(s) designated by or on behalf of the members.  
Through the payment of monies in the aforementioned manner and with due observance of any notification as referred to in paragraph 4 of this Article, the cooperative shall be legally discharged towards all those members who participate in the partnership.
6. If one or more members convert and transfer their dairy cattle company, in whatever legal form, into a public limited company or a private company with limited liability, and the member/the members is/are wholly, or nearly wholly, entitled, in the same proportion, to the capital of the converted and transferred company, then that company shall be admitted as a member of the cooperative, on the condition that the principles of the policy in respect of the admittance of new members as referred to in Article 3, paragraph 3, are observed.
7. If all those persons who participate in a public limited company or a private company with limited liability, as referred to in paragraph 6 of this Article, become a member, they shall be jointly and severally liable towards the cooperative for meeting the obligations on the part of the company in its capacity of member of the cooperative.

#### **Application for membership.**

##### **Article 5.**

1. a. The application for admittance as a member must be in writing and addressed to the Management Board, using a form to be drawn up by the Management Board for such purpose.  
The form also contains a reference to the text of the delivery agreement.  
A copy of the delivery agreement is made available to the applicant. The delivery agreement provides, amongst other things, that with respect to the delivery of milk,

the provisions contained in the delivery agreement as they read at the time of commencement of the membership, or as these shall read following any amendments thereto by the cooperative's competent authority, respectively, shall be applicable to the applicant.

The applicant shall furnish all information which is deemed to be required by the Management Board.

- b. The Management Board shall come to a decision within two (2) months concerning the application submitted by a natural person as provided for in Article 3, paragraph 1, under a, and by a legal person or a partnership with legal personality such as provided for in Article 3, paragraph 1, under b.
  - c. The Management Board shall, after having first consulted the Membership Council, reach a decision with respect to the application for membership or a special member, being a legal person, as provided for in Article 3, paragraph 1, under c.
2. The Management Board shall, within three (3) months following receipt of the form as referred to in paragraph 1, under a, of this Article, notify the applicant in writing whether he shall be admitted, or be refused admittance.

In the event of a refusal, the candidate involved has the right to appeal to the appeals committee within thirty (30) days following receipt of the written notification that membership has been refused.

The appeals committee shall consist of three (3) members and two (2) substitute members. The Membership Council shall appoint two (2) members and two (2) substitute members from its midst as members of the appeals committee and the Chairmen's Council shall appoint one of its members as chairperson of the appeals committee. The Management Board shall, with the approval of the Membership Council, draw up rules of procedure for the appeals committee in which the working procedure and decision-making process of that committee shall be provided for.

3. The membership shall commence on a date as determined by the Management Board.
4. The Management Board shall maintain a membership register, not computerised, partly computerised or fully computerised, in which the names of the members and their addresses shall be entered.

Each member is required to provide the Management Board with his address and any change of address. The register shall be available to the members for inspection, as far as it concerns their own information.

#### **End of membership. General.**

##### **Article 6.**

1. The membership shall end:
  - a. as far as natural persons are concerned, by their death;
  - b. as far as legal persons or a partnership with legal personality are concerned, upon dissolution;
  - c. upon cancellation by the member;
  - d. upon termination by the cooperative;
  - e. by disqualification;
  - f. a legal person ceases to be a member as a result of a merger or division on account of which this legal person ceases to exist.

2. If the membership ends as a result of a death, the deceased member's assignees shall be entitled to continue the delivery of milk to the cooperative for a further twelve (12) months under the same conditions as those applicable to the deceased member.  
In special cases, the Management Board may determine another period and possibly attach conditions thereto.
3. To members ending their membership of the cooperative by cancellation as provided for in paragraph 1, under c, a severance payment can be granted by the Management Board. The Management Board shall lay down the conditions applicable to the granting of such severance payment and the other modalities of the severance scheme in regulations.

**End of membership. Termination and disqualification.**

**Article 7.**

1. Notice of termination of the membership by a member shall be given in writing as at the first day of January of the year following the year of termination, with due observance of a period of notice of three (3) months.
2. The member who terminates the membership shall receive written confirmation thereof from the Management Board.  
If the termination is not confirmed within forty (40) days, the member shall be authorized to repeat the termination for the account of the cooperative, by means of a bailiff's notification.
3. Notice of termination on behalf of the cooperative may be given on any day of the month by giving at least thirty (30) days prior notice, to take effect from the end of the notice period used, without prejudice to the provisions contained in paragraph 6, but only:
  - a. if the membership requirements referred to in Article 3 no longer apply;
  - b. if the cooperative cannot reasonably be required to continue the membership;
  - c. when a member has been declared bankrupt or has been granted a suspension of payment(s);
  - d. if a member - in the opinion of the Management Board - remains in default to meet an effective obligation towards the cooperative, or continues to fail to observe obligations towards the cooperative;
  - e. if a partnership as referred to in Article 4, is dissolved, if the composition of the partnership changes, or if a member of the cooperative joins a partnership in which also non-members participate and the provisions contained in Article 4, paragraph 1, last sentence, are not immediately satisfied, all without prejudice to the provisions contained in Article 8, paragraph 1;
  - f. if, other than on account of marital property law or succession law, through a one or more other persons acquire control over the business activities of a member-legal person within the meaning of the Dutch Merger Code (*SER-Besluit fusiegedragsregels 2000*) through a transfer or other passing of ownership of shares or the issue of shares, or through the transfer of voting rights attached to shares, irrespective of whether the Merger Code applies to that acquisition and provided that, those 'other persons' do not include the spouse and blood relatives in the direct descendant line of the persons from whom that control is acquired;
  - g. in the events of a contribution and conversion followed by a contribution as referred to in Article 4, paragraph 6, where the public limited liability company or private

- company with limited liability concerned are not a member of the cooperative or has applied for that membership;
- h. in the events of conversion of a private limited company with limited liability and a public limited liability company into another legal person or partnership with legal personality.
4. A disqualification from membership can effect, if a member acts contrary to these Articles, regulations or decisions from the cooperative, or harms the cooperative in an unreasonable manner.
5. The termination by the cooperative and disqualification is effected by a Management Board decision and this is notified by the Management Board to the respective member via a registered letter such with mention of the facts on which the decision is based. The respective member has the right to lodge an appeal with the appeals committee during a period of one month after receipt of the notification. The appeal is lodged by a registered letter, addressed to the appeals committee, with a copy to the Management Board. The outcome of the appeal shall be notified in writing to the member by the appeals committee, with a copy to the Management Board.
6. In the event of a termination and disqualification by the cooperative, the membership ends with the expiry of the appeal period, irrespective of whether an appeal has been lodged. If the termination or disqualification is confirmed on appeal, the membership will (with retrospective effect) also be cancelled on the day on which the appeal period expires. During the appeals period and pending this appeal, the member is suspended from exercising his membership rights - under this, however, the right toward the delivery of milk is not included - and this also with respect to any vested duties which he performs in the cooperative.
7. Notwithstanding the notice periods mentioned in paragraph 1 and 3, a member and the cooperative may, by mutual consent, terminate the membership with immediate effect or with effect from any other moment by mutual agreement as at that moment.

**Continuation of the company at end of membership.**

**Article 8.**

1. If the dairy cattle company of a dissolved partnership is continued by the spouse, registered partner and/or one or more blood relatives in the direct downward line of a retiring member of a partnership, either or not jointly with one or more members of that dissolved partnership, then that person who continues the dairy cattle company, respectively those persons who continue the dairy cattle company as a partnership, have the right to become a member of that cooperative, with the express declaration that they shall acquire all the obligations toward the cooperative from the member of whom the dairy cattle company is being continued. A request to that effect is required to be submitted in writing to the Management Board, such in the manner prescribed in Article 5, paragraph 1, under a, and this within three (3) months after the dissolution of the partnership has taken place. He/they shall be deemed to have become a member/members, effective from that day on which he/they has/have taken up the continuance of the dairy cattle company of the dissolved partnership.

The applicant(s) may continue the dairy cattle company of the dissolved partnership and may only be refused as a member of the cooperative if he/they does/do not meet the requirements set out in Article 3.

The refusal is notified to the involved by way of a registered letter.

2. If the dairy cattle company of a member-natural person is transferred by that member, or is transferred under general title, to his spouse, registered partner and/or one or more of his blood relatives in the first direct downward line, then he/they has/have the right, either as a partnership or not, to become a member/members of the cooperative, provided that he/they expresses/express this desire in writing to the Management Board, in the manner as prescribed in Article 5, paragraph 1, under a, and this within three (3) months after he/they has/have acquired the dairy cattle company and this with due observance of the principles of the policy for the admittance of new members, such as referred to in Article 3. The provisions contained in the second, third and fourth sentence of the previous paragraph is then of analogous application.

#### **Rights and obligations of members.**

##### **Article 9.**

1. The members who deliver standard milk in accordance with the delivery agreement are obligated to deliver all standard milk drawn and produced in their company/companies to the cooperative, or to a third party such as designated by the cooperative. The members who, pursuant to the delivery agreement, deliver special milk are obligated to deliver a specific amount of that special milk to the cooperative, or to a third party as designated by the Management Board. The obligation to supply does not apply to the milk which is required for immediate own use. The provisions contained in this paragraph applies mutatis mutandis (equally) for the members who are a cooperative or Association, concerning the milk available to them, under which also including that milk which is delivered to that member by members, suppliers or third parties. The Management Board can, in instances to be further determined by it, grant a temporary entire or partial exemption from this obligation.

The Management Board of the cooperative is authorized to:

- (i) qualify milk to be special milk; the Management Board shall inform same to the members, with mention of the criteria per separate category of special milk which the Management Board has observed with respect to this;
  - (ii) determine the general criteria for each category of special milk, which the members who desire to deliver this category of special milk are required to satisfy, such also including the general criteria within the area of the geographical location and within the area of the minimum and maximum quantities of this special milk which is to be delivered from this separate category;
  - (iii) determine the criteria per separate category of special milk such related to the selection of members who may deliver this special milk; and
  - (iv) by or pursuant to the Regulation for the payment of milk and the milk certificates regulations, oblige the members to hold one or more milk certificates.
2. a. To be determined by the Regulation for the payment of milk by the Management Board on recommendation of the Executive Board of Koninklijke FrieslandCampina N.V., after approval of the Supervisory Board of Koninklijke FrieslandCampina N.V.

and of the Membership Council, the principles and methodology for determining the milk price shall be provided for, to which the members shall be afforded settlement for the milk delivered by those members to the cooperative, or to a third party designated by the cooperative. The Regulation for the payment of milk forms part of the delivery agreement. A distinction can be made in the Regulation for the payment of milk between standard milk and (categories of) special milk. The Regulation for the payment of milk further comprises, insofar as necessary, (a reference to) the bases on which the value of the delivered milk is determined.

The Regulation for the payment of milk is adopted by voting on each separate part of the Regulation for the payment of milk.

- b. The Executive Board of Koninklijke FrieslandCampina N.V. determines, pursuant to the provisions in these Articles and with the application of the determined bases and methodology as laid down by Executive Board in the payment for milk regulation and after having consulted the Supervisory Board with respect to this, the amount of the remuneration for the milk delivered by the members. The Executive Board of Koninklijke FrieslandCampina N.V. is authorized to withhold an amount on the remuneration for the milk delivered by the members for the financing of a specific investment and/or acquisition to an amount which exceeds five hundred million euro (EUR 500,000,000) by Koninklijke FrieslandCampina N.V., its subsidiary companies, consortia or participating interests.  
The withheld amounts may, at the discretion of Executive Board of Koninklijke FrieslandCampina N.V., be used, amongst other things, as a paid-in share premium over the shares held by the cooperative in the capital of Koninklijke FrieslandCampina N.V. The Executive Board may make this subject to further conditions. The recommendation from the Executive Board towards a withholding, including the way to realize this and the associated conditions, should be approved by the Supervisory Board of Koninklijke FrieslandCampina N.V. and by the Membership Council.
  - c. The claim of a member over the cooperative towards the payment of a remuneration such as referred to in this paragraph 2 is not transferable, such as referred to in Article 3:83, paragraph 2 Burgerlijk Wetboek (*Civil Code*).
3. The practice rules are on recommendation from the Executive Board of Koninklijke FrieslandCampina N.V. determined by the Management Board after the district meetings have been heard. With respect to any further rules and provisions which are solely applicable to members who operate a dairy cattle company in Germany, only the meetings of the districts located in Germany shall be required to be heard. With respect to any further rules and provisions which are solely applicable to members who operate a dairy cattle company in Belgium, only the district meetings under which those members fall shall be required to be heard. In the practice rules, there may be prescriptions concerning (among others) the quantity, the treatment, the quality (guarantee and certification included thereunder), the delivery and the production of milk, the livestock herd and concerning (sustainable) business operations. The members are bound to strictly comply with these prescriptions or to ensure that these are duly observed. Furthermore, by the production and storage of the milk, the members are obliged to take the greatest care and to strictly

comply with the regulations, as stipulated by the authorities, or the European Union, or by reason of institutions which work within the area of dairy quality assurance, to which the cooperative is affiliated.

4. The cooperative, or the party designated by it, is obligated to receive the milk that is delivered by a member such pursuant to these Articles and the delivery agreement with the cooperative or with the third party designated by the cooperative. The cooperative or the party designated by it is, however, not obligated to take receipt of milk which does not meet the requirements as prescribed or pursuant to the law, including any referred to requirements for this or of which there is it has been established, in all reasonableness required to be suspected or have been declared by the competent authority, that this is not suitable for human consumption, or with regard to this, that there cannot in all reasonableness be required from the cooperative or its designated third party to take receipt of this.
5. The through and pursuant to the provisions contained in this Article shall, without prejudice to its valid Article provisions and regulatory provisions, be included in the delivery agreement which is to be concluded between the member and the cooperative.
6. The Management Board can at all times impose upon a member with legal personality, or partnership with legal personality such as referred to in Article 3, paragraph 1, under b and under c, to include in its Articles, regulations and membership agreements as referred to in the paragraphs 3 and 4 of this Article.
7. If damage arises as a consequence of non-compliance of a member with any regulation as referred to here, irrespective as to who has suffered this damage, the member is held to compensate this, such without impairing the authority of the Management Board to exact penalties including fines by way of the practice rules for this non-compliance.

#### **Free membership account.**

##### **Article 10.a.**

1. For each member, the cooperative holds a free membership account to which there is in the name of each member, such entered in the appropriate register, administered to which amount he is entitled.
2. The free membership account is purposed toward entering credits of the members of the cooperative insofar these are not directly paid out.
3. Over the balances of the free membership account, an annual interest shall be paid out, which shall be credited to the free membership account.  
The interest shall be determined by the Management Board every six (6) months for the following six (6) months, in accordance with the criteria which have been established for this purpose by the Management Board such with approval from the Chairmen's Council and such as which shall be made known to the Membership Council.
4. A balance allocated to a member from the free membership account is at all times due and payable. If a member desires to automatically transfer all payments from the free membership account to an own account, then a member can let this be known.
5. There can be diverged from the provisions contained in this Article by the Management Board by way of a special paragraph such containing a regulation to be determined by the Management Board, or on the basis of an agreement to be concluded via a special paragraph.

## **Member certificates.**

### **Article 10.b.**

1. The cooperative is authorized by a decision of the Management Board to issue member certificates to the members or one or more member certificates to one or more of them. The issuance thereof is a one-sided juristic act; the cooperation from the member involved, is not required. The Management Board determines the manner of payment of the member certificates to be issued, which can be effected in money, in kind, or a combination of both. The Management Board shall determine the further conditions for issuance. The decisions of the Management Board, such as referred to in this paragraph 1, require to be approved by the Membership Council.
2. The member certificates are registered on name and have each a nominal value of fifty euro (EUR 50). To the member certificates there are solely attached those rights and obligations such as stipulated by these Articles. There is no voting right attached to these member certificates.
3. The Management Board maintains a register, that is either not, partial, or completely computerized, wherein the names and addresses of all the holders of member certificates are recorded, with mention of the number of member certificates held by them. Each holder of member certificates is obligated to inform the Management Board of his address and changes therein. The register may be inspected by the holders of member certificates insofar this concerns the information of the respective holder.
4. Without prejudice to the provisions contained in hereafter such concerning the cancellation of member certificates, the member certificates are not transferable, such as referred to in Article 3:83, paragraph 2 Burgerlijk Wetboek (*Civil Code*).
5. Without prejudice to the provisions contained in paragraph 7 of this Article:
  - (a) in the event of a termination of membership, the cancellation of the member certificates held by that member by the cooperative and this on that point in time when the cancellation of membership becomes effective;
  - (b) the member certificates as referred to in paragraph 5 under a, apply as having been cancelled against the nominal value, such increased by the amount still to be paid thereon over the previous years, such as referred to in Article 40, paragraph 5 b (i) and with the amount as referred to in Article 40, paragraph 5 b (i) over that period after the closing of the last financial year over which the annual accounts have been adopted;
  - (c) the cancellation of a member certificate pursuant to the provisions contained in this paragraph 5, under a, solely effects by means of a conversion of the member certificate into a member bond issued by Koninklijke FrieslandCampina N.V. (in this Article hereinafter referred to as: member bond) or by means of a conversion of the member certificate into a milk certificate in accordance with the milk certificates regulations.
6. Without prejudice to the provisions contained in paragraph 7 of this Article:
  - (a) each member is authorized to voluntarily offer to the cooperative one or more of his member certificates for cancellation at those points in time to be determined by the Management Board;

- (b) the cooperative is obligated in the event of an offer of member certificates by a member to the cooperative pursuant to the provisions set out under (a) of this paragraph 6, to cancel these member certificates against the nominal value, such increased by the amount still to be paid thereon over the previous years, as referred to in Article 40, paragraph 5 b (i), and with the amount as referred to in Article 40, paragraph 5 b (i), over that period after the closing of the last financial year over which the annual accounts have been adopted, one thing and another without prejudice to the provisions contained in paragraph 7 of this Article;
  - (c) the cancellation of a member certificate pursuant to the provisions in this paragraph 6, under a, solely effects by means of a conversion of the member certificate into a member bond or by means of a conversion of the member certificate into a milk certificate in accordance with the milk certificates regulations.
- 7. The Management Board can in those cases as described in paragraphs 5 and 6 decide to not cancel the member certificates. Such decision from the Management Board may only concern all those member certificates which were offered during a specific period on the grounds of those provisions.
- 8.
  - (a) The Management Board is authorized, after approval from the Membership Council, to decide to cancel all or a part of the member certificates against a nominal value, such increased by the amount still to be paid thereon over the previous years, as referred to in Article 40, paragraph 5 b (i), and with the amount as referred to in Article 40, paragraph 5 b (i) over that period after the closing of the last financial year over which the annual accounts have been adopted.  
The cancellation as referred to in the previous sentence is a one-sided juristic act; the cooperation of the member involved, is not required.
  - (b) The Management Board can, after the approval from the Membership Council, decide, in divergence of the provisions contained in under (a) of this paragraph 8, to cancel the member certificates or a part thereof in tranches, with which the number/ amounts of these tranches may differ.
  - (c) The cancellation of a member certificate pursuant to the provisions contained in paragraph 8, under a and b, solely effects by means of a conversion of the member certificate into a member bond or by means of a conversion of the member certificate into a milk certificate in accordance with the milk certificates regulations.

**Member bonds-fixed.**

**Article 10.c.**

1. The Management Board may oblige members to acquire one or more member bonds-fixed issued by Koninklijke FrieslandCampina N.V. (hereinafter referred to as: member bonds-fixed) against payment. The member bonds-fixed are subject to the bonds' terms and conditions as adopted by Koninklijke FrieslandCampina N.V. and as applicable from time to time.
2. The Management Board, with the approval of the Membership Council, adopts regulations containing further rules regarding the member bonds-fixed to be issued to the members.
3. The cooperative may make further arrangements with Koninklijke FrieslandCampina N.V. on behalf of its members regarding the issuance of and acquisition against payment by the members of member bonds-fixed.

### **Milk certificates.**

#### **Article 10.d.**

1. The cooperative is authorised to issue one or more milk certificates to one or more members upon a resolution thereto by the Management Board. Members are obliged to acquire the milk certificates against payment. The issuance of milk certificates to members and the acquisition of milk certificates against payment by members shall take place in accordance with the relevant provisions of these Articles of Association and the milk certificates regulations.
2. The milk certificates are in registered form and each have a nominal value, as stated in the milk certificates regulations, of such an amount as determined by the Management Board following the approval of the Executive Board and the supervisory board of Koninklijke FrieslandCampina N.V. and following the approval of the Membership Council. The milk certificates shall only have the rights and obligations as attached thereto by or pursuant to these Articles of Association, the Regulation for the payment of milk and the milk certificates regulations. No voting rights or meeting rights shall be attached to the milk certificates, unless stipulated otherwise in the milk certificates regulations.
3. The Management Board, with the approval of the Membership Council, adopts the milk certificates regulations. The milk certificates regulations may be amended with due observance of the relevant provisions of the milk certificates regulations.
4. The Management Board may, by resolution and following approval of the Executive Board and the supervisory board of Koninklijke FrieslandCampina N.V., convert member bonds of one or more members into milk certificates in accordance with the milk certificates regulations, the terms and conditions applicable to the member bonds and related documentation.
5. The Management Board may, following approval of the Executive Board and the supervisory board of Koninklijke FrieslandCampina N.V., resolve to cancel all or part of the milk certificates, whether or not in tranches, the size of which may vary, against repayment of the nominal value and with due observance of the relevant provisions of the milk certificates regulations. The cancellation referred to in the preceding sentence shall be a unilateral legal act; the cooperation of the members concerned shall not be required.

### **Liability. Settlement.**

#### **Article 11.**

1. The members are not liable for the commitments of the cooperative and any obligation of members or former members to make contributions to offset a deficit in the event of the cooperative's liquidation is excluded.
2. The cooperative is authorized to settle with a member or a former member (including the former members from its legal predecessors) due and payable amounts with all that which the cooperative, for whatever reason, claims or is due from the respective member, including all that which the cooperative has paid or is due payable to third parties on behalf of the respective member.
3. The cooperative is on the termination of membership entitled to refrain from paying out all that is payable, including that which is payable for milk delivered, before the annual accounts over the financial year during which or with which the membership ended has been determined by the Membership Council and can, in any event, settle this with that

which the cooperative claims or is due from the member of which the membership has ended, such for whatever reason, including all that which the cooperative has paid or is required to pay to third parties on behalf of the respective member.

**Limitation of rights. Other obligations.**

**Article 12.**

1. If or pursuant to a decision the rights and obligations of a member such described in the Articles are limited, respectively encumbered, or by or pursuant to a decision the applicable rights and obligations of a member are limited, respectively encumbered, then a member cannot evade the applicability of that amendment through terminating the membership, such with the proviso that the aforesaid is not applicable to an amendment of the conditions whereunder a member can terminate his membership.
2. A member, such being a legal person or a partnership with legal personality is held to beforehand submit the intended amendments to its Articles and regulations to the Management Board for approval, if the intended amendment can be of influence on the membership relationship of that legal person and the cooperative in that event a member shall immediately submit to the Management Board the text of an intended decision as well as a complete continuous text of the draft Articles or draft regulations such as which these shall come to read after the amendment. After having obtained approval from the Management Board and the implementation of the amendment, the member shall immediately submit to the Management Board the text of the taken decision, as well as the continuous text of the Articles and regulations; in the event that the text of the decision is recorded in a notarial instrument, the member shall furnish the Management Board with a copy of such instrument. If a requested approval has not been rejected in writing by the Management Board within three (3) months, it shall be deemed to have been granted.

**BODIES OF THE COOPERATIVE**

**DISTRICTS**

**Districts. General.**

**Article 13.**

1. The geographic territory of the cooperative is divided into districts.
2. The Management Board determines the limits of the districts. Changes to the number of districts and changes to the borders of the districts are effected by the Management Board in consultation with the respective District Councils. A decision towards a change to the borders of the districts also requires approval from the Membership Council.
3. If a member is eligible for more than one district, he shall be classified in one of these by the Management Board.  
At the request of this member, the Management Board can decide to change this classification.

**District Council.**

**Article 14.**

1. Each district has a District Council, which is composed of at least eight (8) and no more than ten (10) members, who are elected at a district meeting by the members of that respective district from their midst. If a District Council is composed of less than eight (8) members, the District Council shall, at its earliest opportunity, take measures in order to fill the vacancies. The District Council, however, remains authorized to take decisions.

2. On the appointment of a member with a legal personality to the membership of a District Council, there shall be determined that that member is appointed by reason of a by the appointment mentioned natural person, who, occupies the position of manager or otherwise with that person to be appointed and this position must be explicitly mentioned on the appointment.

The member-legal person shall then be obligated to have himself represented by the mentioned natural person at meetings of the District Council, as if that person were a member of the District Council.

The aforementioned finds analogous application by an appointment of the member-legal person to the Membership Council.

#### **District Council. Nomination.**

##### **Article 15.**

1. If there are vacancies, then with due regard to the provisions contained in Article 14, the District Council draws up recommendations for persons, which have informed the District Council of the willingness to accept a possible appointment.  
By the making of recommendation, a reasonable spread of the members of the District Council over the respective district shall be endeavoured. The Management Board shall draw up regulations for the election of the members of the District Council.
2. The District Council shall forward to the Management Board, at the very latest three (3) weeks before the district meeting, a copy of the recommendations with mention of the names, addresses and membership numbers of those persons who are recommended for appointment and, if applicable, the representatives and persons who they can substitute such as referred to in Article 14, paragraph 2, so that at the office of the cooperative there can be checked that the information corresponds with the membership register.
3. At least fifteen (15) members of the district, jointly have the right to supplement the recommendation with a candidate by means of a statement signed by them which duly mentions the name of the candidate.  
If the candidate is a natural person, then the statement shall also mention the first names, year and date of birth, profession and the abode of the candidate.  
If the candidate is a representative of a member with a legal personality such as referred to in Article 14, paragraph 2, then the statement shall mention the place of establishment of the member with the legal personality and the information as referred to in the previous sentence in respect of the representative.  
The statement is required to be accompanied by a declaration from the candidate who expresses the willingness to accept such a possible appointment.
4. The nomination as referred to in paragraph 3 is required, in order to be valid, to have been received in writing by the secretary of the District Council seven (7) days at the very latest before the start of the meeting in that district in which the vacancy is required to be filled. If with the applying of the provision in Article 21, paragraph 1, second sentence, the meeting in the district takes place in part-sessions, the nomination is required to have been received by the secretary of the District Council seven (7) days at the very latest before the start of the first part-session in that district in which the vacancy is to be filled.

#### **District Council. Session duration. Remuneration.**

##### **Article 16.**

1. Each member of the District Council serves in his first term for a period of four (4) years and is eligible for re-election with due observance of paragraph 2. A newly appointed member of the District Council in principle takes up directly after closure of the Membership Council meeting of December or a date to be determined by the Management Board. A member of the District Council retires as per the moment directly after closure of the Membership Council Meeting at which his successor in the district is appointed.
2. A member of the District Council retiring by rotation is after his first term immediately eligible for re-election for a second term for a period of four (4) years, and thereafter for a third term for a period of two (2) years, which third term may be extended with two (2) years after an evaluation with the District Council concerned.
3. An interim appointee within the scope of the retirement by rotation takes the place of that member which he replaces. An appointment to an interim vacancy effects for at most for the remaining duration of the appointment term of the member of the District Council for whom the vacancy was filled. If this remaining period exceeds two (2) years, it is subject to the application of that referred to in the first paragraph of this Article, such being a full first appointment term. If the remaining period is two (2) years or less, then the provisions contained in the aforementioned paragraph do not apply, and there applies as such in a of an immediate reappointment as an appointment for a first appointment period.
4. The Management Board adopts the remuneration policy of the members of the District Council, after hearing the District Councils and the Chairmen's Council.

**District Council. Chairperson, vice-chairperson and secretary.**

**Article 17.**

1. The chair of the District Council is elected by the District Council from amongst the members of the District Council, subject to the provisions of Article 22, paragraphs 2 and 3. The District Council can propose from its midst either one or more persons for appointment to the office of chairperson of the district meeting.  
The chairperson of the District Council is through his appointment also a member of the Chairmen's Council.
2. The District Council chooses a vice-chairperson and a secretary from its midst.

**District Council. Retirement.**

**Article 18.**

1. A member of the District Council retires with immediate effect:
  - a. on the termination of the membership from the cooperative or, on the cancellation of membership, at that point in time of the cancellation;
  - b. through retirement by the member himself from the District Council;
  - c. if it concerns a member with a legal personality, if the natural person, such as referred to in Article 14, paragraph 2, ceases to exercise the position, such as referred to in that Article; and
  - d. on appointment to membership of the cooperative.
2. A member of the District Council retires at the end of the term of office:
  - a. through ending of the session term;
  - b. if it concerns a natural person or a member with a legal personality, or a partnership with legal personality, if he is, in the opinion of the Management Board, through establishment, elsewhere or otherwise, no longer effectively involved, such as

referred to in Article 3, in the practice of the dairy cattle company within, pursuant to Article 13, paragraph 2, established borders of the respective district.

3. If and as soon as a member of the District Council retires and such pursuant to the provisions contained in paragraph 1, that member also retires as a member of the Membership Council or member of the Chairmen's Council, if the member was at that moment in time also a member of those bodies.

#### **District Council. Tasks and competences.**

##### **Article 19.**

1. The District Council has as task to promote the interests of the members in its district and can either or not from an own motivation furnish information and advice to the Management Board regarding that which concerns the members within that district.
2. The members of the District Council have as task to within their ability maintain contact with the members in their district in order to explain the policy and other cooperative matters, to promote these and to render active support.  
To this end, the Management Board shall timely inform the District Council about new developments and the state of affairs within the cooperative.

#### **District Council meetings.**

##### **Article 20.**

1. The District Council meets at least twice (2x) each financial year and this in any event prior to the meeting of the district in order to timely be able to draw up recommendations for vacancies in the District Council.
2. Further, the District Council meets as often as the chairperson or the majority of the members of the District Council deems desirable, one thing and another within the frameworks as determined by the Management Board.
3. In the meetings of a District Council, each member of the District Council has the right to cast one vote.
4. If the chairperson of the meeting so decides, the minutes of the proceedings are taken by the secretary of the meeting.
5. The minutes are wholly or partially confirmed by the respective meeting and in attestation thereof duly undersigned by the chairperson and the secretary of that meeting or are confirmed by a next meeting and in attestation thereof duly undersigned by the chairperson and the secretary of that next meeting.

#### **District meetings (member meetings).**

##### **Article 21.**

1. During each financial year of the cooperative there are at least two (2) district meetings held, one in spring and one in autumn. The Management Board can decide to hold a district meeting in two (2) or more part-sessions.
2. The convening of a meeting of the district effects by means of a notice to convene a meeting from the Management Board such addressed to each member of the respective district, unless it concerns a meeting which is directly convened in accordance with that as referred to in paragraph 5 of this Article. The period to convene a meeting amounts to at least seven (7) days, the date of dispatch not included.
3. The district meeting to be held in spring is held before the meeting of the Membership Council in which the decision from the Management Board concerning the adoption of the

annual accounts of Koninklijke FrieslandCampina N.V. is approved and the annual accounts of the cooperative are adopted. During this meeting, the state of affairs during the previous financial year of the cooperative and of Koninklijke FrieslandCampina N.V. are discussed and the drawn up, though not yet adopted, annual accounts of the cooperative and the drawn up, though not yet adopted annual accounts of Koninklijke FrieslandCampina N.V. will be addressed.

4. Other district meetings shall be held as often as the Management Board deems necessary. The Management Board is also obligated to convene a district meeting, if the District Council, or one/tenth (1/10) of the number of members of the district requests this in writing, with mention of the reasons therefore and the items to be dealt with, as well as often as the District Council of the cooperative desires to convoke.
5. If in the latter event the Management Board remains in default to convene a meeting, the District Council of the cooperative is authorized to convene a meeting of the district with the designating of two (2) members of the District Council of the cooperative who will function as chairperson and secretary.
6. The members of the Management Board and the members of the Chairmen's Council, as well as those persons who have been designated or otherwise admitted by the Management Board of the cooperative, have free admittance to each district meeting.
7. A member can have himself represented in a district meeting by another member of the respective district.

Without prejudice to the provisions contained in paragraph 9 of this Article, a member can only be a representative of not more than one other member.

A member-natural person can further have himself represented by someone who is a part of his family or with whom he co-habits, or by his manager.

A member with legal personality can only have himself represented by a person who is designated as a legal representative of that member with legal personality.

8. All those persons who represent a member by virtue of a power of attorney, can only act as a representative of that member, provided that a member who forms part of a partnership can at all times represent those other members who form part of that partnership. A power of attorney is required to be attested by a written document, which must be handed over to the person keeping the attendance list before the start of the respective district meeting.
9. Before the start of the district meeting, each member or his representative is required to report to the person who maintains the attendance list. If and insofar applicable, a member or his representative is required to hand over a voting card, which was enclosed with the notice to convene and which is to bear a signature, to the aforementioned person, for which a member, respectively his representative receives a ballot paper.

On the membership list is entered if the ballot paper has been issued or not.

#### **District meetings (member meetings). Voting right and decision-making.**

##### **Article 22.**

1. Each member of a district is accorded to one vote in the district meeting.
2. Resolutions are taken with an absolute majority of votes, unless these Articles stipulate otherwise.

3. The chairperson determines, with due regard to these Articles, the manner of voting, provided that voting with regard to persons effects in writing.
4. The motion is rejected by a majority of votes.
5. A district meeting is chaired by the chairperson of the respective District Council, and during his absence by the vice-chairperson. If the vice-chairperson is also absent, the district meeting is chaired by the secretary of the respective District Council. If he is also absent, the meeting shall designate another member of the respective District Council as chairperson.
6. The secretary of the respective District Council acts as secretary of the district meeting. If the secretary is also absent or acts, pursuant to that referred to in paragraph 5, as chairperson of the district meeting, the chairperson shall appoint a secretary.
7. The minutes are wholly or partially adopted by the respective meeting and by way of confirmation thereof undersigned by the chairperson and the secretary of that meeting, and as the case may be, be adopted by a next meeting and by way of confirmation thereof undersigned by the chairperson and the secretary of that next meeting.

#### **MEMBERSHIP COUNCIL**

##### **Membership Council. Election and term of office. Remuneration.**

###### **Article 23.**

1. The Membership Council forms the general meeting of the cooperative and is comprised of members of the District Councils with a minimum of eight (8) members and a maximum of ten (10) members per district. If a District Council is temporarily comprised of less than eight (8) members, the Membership Council nevertheless remains authorized to make decisions.
2. A member of the Membership Council ceases to be on the Membership Council in that he/she ceases to be a member of the District Council, including the event where he is appointed as a member of the cooperative. A member of the Membership Council further ceases to be a member of the Membership Council pursuant to a decision from the District Council due to the appointing of another member of the District Council as his successor. A member of the District Council, who is suspended as such, cannot exercise his rights as a member of the Membership Council.
3. The Management Board adopts the remuneration policy of the Membership Council, after hearing the District Councils and the Chairmen's Council.

##### **Membership Council meeting, Right to vote and representation.**

###### **Article 24.**

1. Each Membership Council member has one vote in the Membership Council meeting. The joint members of the same District Council, who are part of the Membership Council, are afforded one vote for each ten million (10,000,000) full kilograms of milk, which was delivered to the cooperative over the past financial year of the cooperative by that district.
2. The member-councillors vote in the meeting of the Membership Council independently and not bound by any instructions.
3. The chairperson and the secretary of the Management Board also act as such in the meeting of the Membership Council.
4. On the absence of the chairperson of the Management Board, the Membership Council meeting is chaired by the vice-chairperson of the Management Board. On the absence of

the secretary of the Management Board, the chairperson of the meeting of the Membership Council appoints a secretary.

5. The members of the Management Board attend the meeting of the Membership Council.
6. A member-councillor can have himself represented in a membership meeting by means of a written power of attorney. The requirement of written form is met when the power of attorney is recorded electronically. Such a power of attorney may only be issued to another member-councillor. A proxy for this end can only represent one member-councillor.

**Membership Council meeting. Notice to convene a meeting and frequency.**

**Article 25.**

1. The meetings of the Membership Council are convened by the Management Board. In each financial year, at the latest within the sixth month after the ending of the financial year, at least one Membership Council meeting is held - the annual meeting. The agenda for this meeting contains the following items:
  - a. the discussion about the written report of the Management Board concerning the matters of the cooperative and the conducted management;
  - b. the adoption of the annual accounts and the allocation of the results of the cooperative; and
  - c. the approval of the decision from Management Board towards the adoption of the annual accounts of Koninklijke FrieslandCampina N.V.There is further in this meeting dealt with that which the Management Board has placed on the agenda.  
The items referred to under a, b and c are not required to be placed on the agenda, if the term for the drawing up of the respective annual accounts, and the submission of the report of the Management Board, has been extended or a proposal thereunto has been placed on the agenda.
2. Further, meetings of the Membership Council are held as often as the Management Board deems necessary.
3. The chairperson is authorized to decide that the voting right in the meeting of a Membership Council can be exercised by means of an electronic means of communication. The Management Board of the cooperative establishes the conditions for the use of such means of communication. These conditions shall at all times, if appropriate, be made known by the call to convene of the respective meeting of the Membership Council.
4. The chairperson of the meeting of the Membership Council is authorized to admit persons other than member-councillors to the meeting or a part thereof as determined by him.
5. Unless a notarial official document is drawn up of that as dealt with during the meeting, there are minutes made of this.  
The minutes are wholly or partially adopted by the respective meeting and by way of confirmation signed by the chairperson and the secretary of that meeting or, as the case may be, be adopted a next meeting and by way of confirmation signed by the chairperson and secretary of that next meeting.  
The draft-minutes or, as the case may be, the adopted minutes, are forwarded to the members of the Membership Council.
6. At the written request of at least a such number of member-councillors as are authorized to cast a one/tenth (1/10) part of the votes during the meetings of the Membership Council,

which request is required to mention the items to be dealt with, the Management Board is obligated to convene a meeting of the Membership Council with a period of no longer than four (4) weeks.

If within fourteen (14) days after the aforementioned request no call to convene has been effectuated, each requester can, on behalf of the member-councillors who requested the meeting, effect a call to convene through the placing of an advertisement in a nationally distributed newspaper. Such as referred to in paragraph 8 of this Article further finds an analogous application.

7. In the event, such as referred to in the second sentence of the previous paragraph, the meeting of the Membership Council shall appoint its own chairperson and secretary.
8. The convoking of a meeting of the Membership Council effects by means of a notice to convene a meeting such sent to each member-councillor, one thing and another without impairing that referred to in paragraph 6 of this Article. The period for convening the meeting amounts to at least seven (7) days, the day of notice to convene and that of the meeting not included. A meeting of the Membership Council can be convened in a shorter period than that period referred to in the aforementioned sentence, if the Management Board deems this necessary with a view to the urgency thereof.

The notice to convene is held in that place and on that point in time where the meeting shall be held, as well as the items to be dealt with, all this without prejudicing that as referred to in Article 27, paragraphs 1 and 2 and Article 42, paragraphs 1 and 2 such concerning an amendment to the Articles of Association and dissolution.

#### **Membership Council meeting. Decision-making process**

##### **Article 26.**

1. About items, which are not included on the agenda, no resolution may be taken in a meeting of the Membership Council if one-tenth (1/10) or more of the number of votes that may be cast in the convened meeting, is cast against a motion to that effect, without prejudice to in the law and these Articles of Association provisions concerning conversion, an amendment to the Articles of Association, merger and dissolution of the cooperative.
2. The Membership Council resolves with an absolute majority of valid vote cast, unless the law of these Articles of Association prescribes a greater majority.
3. By an equality of votes, no resolution shall be realized, unless it concerns the voting on a person's nomination, such as referred to in Article 32, paragraph 1, in which event that person is elected who is as such mentioned on the list of candidates.

#### **SPECIAL RESOLUTIONS OF THE MEMBERSHIP COUNCIL**

##### **Amendment to the Articles of Association.**

##### **Article 27.**

1. Without prejudice to that as referred to in paragraph 2 of this Article, an amendment of the Articles of Association can only be effected by a proposal from the Management Board, such with a recommendation from the Chairmen's Council, which is resolved in a meeting of the Membership Council, and then if:
  - a. during a period of at least five (5) days before the meeting of the Membership Council up to the ending of that day, on which the meeting was held, a copy of the proposal to amend the Articles of Association, - in which copy the proposed

amendment is mentioned in words -, has been lodged at the office of the cooperative to allow inspection by the members of the cooperative;

- b. at least fourteen (14) days before the meeting of the Membership Council, the proposal towards an amendment of the Articles of Association has been notified to all members of the cooperative;
- c. at least fourteen (14) days before the meeting of the Membership Council, the proposal towards an amendment of the Articles of Association has been notified to the member-councillors and the District Councils;
- d. for the member-councillors meeting referred to under e, district meetings are held in which the proposal towards an amendment to the Articles of Association are placed on the agenda; and
- e. the resolution towards an amendment of the Articles of Association is taken by the Membership Council with a majority of at least two-thirds (2/3) of the cast votes, in a meeting in which at least two-thirds (2/3) of the member-councillors are present or represented.

If in a meeting, in which a proposal toward an amendment of the Articles of Association has been raised, there are not at least two-thirds (2/3) of the member-councillors present or represented, then there shall, with due regard to the aforementioned provision under a, b and c, a second meeting be convened, such meeting to be held at the very latest of thirty (30) days after the first, which shall then, irrespective of the number of present or represented member-councillors, subject to a majority of two-thirds (2/3) of the cast votes, shall as such be able to take a valid resolution.

2. If in the opinion of the Management Board such is deemed to be within the interests of the cooperative, the Management Board can, after advice from the Chairmen's Council, decide to diverge of the referred to procedure in paragraph 1 of this Article, such that:
  - a. in divergence of the provisions contained under b of that paragraph, at least fourteen (14) days before the meeting of the Membership Council, the proposal toward an amendment of the Articles of Association has been notified to all members of the cooperative with the request to inform of any remarks with respect to this to the District Council of that district to which they belong; and
  - b. in divergence of the provisions contained in under d of that paragraph, the meetings as mentioned there are not required to be held.

If there is diverged from the procedure toward an amendment of the Articles of Association such as mentioned in paragraph 1, then this shall be notified, with the reason(s) therefore, to the members.

3. The advice from the Chairmen's Council such as referred to in paragraphs 1 and 2, is required to be made known by the Chairmen's Council within one month after the Management Board has requested this advice.
4. The required notarial deed containing the amendment to the Articles of Association of the cooperative, can be executed by each member of the Management Board or by an authorized person such designated by the Management Board or the Membership Council.
5. Towards the adoption of the resolutions and towards the amendment of the notes of procedure by the Membership Council, the provisions contained in paragraphs 1, 2 and 3 are applicable.

## **CHAIRMEN'S COUNCIL**

### **Chairmen's Council.**

#### **Article 28.**

1. The Chairmen's Council has as task to act as a sounding board for the Management Board. The authority is vested in the Chairmen's Council by way of or pursuant the provisions contained in by these Articles, including, but not limited to the effecting of binding recommendations for the nominating of members of the Management Board as referred to in Article 32, paragraph 1.  
Further, the Chairmen's Council is heard with respect to decisions from the Management Board such as referred to in Article 35, paragraph 2.
2. The Chairmen's Council is comprised of the chairpersons of the District Councils, who are also a member of the membership council. If a District Council has a vice-chairperson they do not have the right to replace the chairperson of the District Council as a member of the Chairmen's Council.  
The membership of the Chairmen's Council is incompatible with the membership of the Management Board.
3. A person who is a spouse, registered partner and/or blood relative or relative by marriage in the first or second degree of a member of the Management Board and/or the Chairmen's Council, then that person cannot be a member of the Chairmen's Council.
4. At the arising of a family relationship, such as referred to in paragraph 3 of this Article, during the term of office, it shall be determined, in mutual consultation, who has to retire. By a default thereof, the youngest in age retires.  
Retirement takes place at the end of the term of office year.
5. The chairperson and the vice-chairperson(s) of the Chairmen's Council are appointed from the midst of the Chairmen's Council.
6. The Management Board is obligated to furnish the Chairmen's Council with all the requisite information for the exercising of its competences.

#### **Chairmen's Council. Meetings.**

#### **Article 29.**

1. The Chairmen's Council meets at least twice (2x) per year and in any event when there is pursuant to these Articles or otherwise a resolution required from the Chairmen's Council. Minutes are made of that dealt with in the meetings by a person such appointed by the chairperson.
2. The Chairmen's Council resolves by an absolute majority of votes. Each member of the Chairmen's Council has one vote in the Chairmen's Council meeting.
3. If a member of the Chairmen's Council has a direct or indirect personal conflict of interest with the company, he shall not participate in the deliberations and the decision-making process concerned in the Chairmen's Council. If as a result thereof no resolution of the Chairmen's Council can be adopted, the resolution is adopted by the Membership Council.
4. The chairperson, as well as at least two (2) members of the Chairmen's Council, are equally authorized to convene a Chairmen's Council meeting, without prejudice to the provisions contained in paragraph 5, last sentence.
5. The Chairmen's Council meetings are held at that place to be determined by that/those person(s) who convokes/convoke the meeting.

6. The period for convening the meeting amounts to at least seven (7) days, not including the day of the call nor the day of the meeting.  
The call to convene effects in writing such forwarded to each of the members of the Chairmen's Council. The notices to convene mention the place and the time of commencement of the meeting, as well as the items to be dealt with.  
If any one of the aforementioned prescriptions has not been met, the Chairmen's Council can nonetheless make legally valid resolutions, provided that at least two-thirds (2/3) of the number of members of the Chairmen's Council are present at the meeting and none of the members of the Chairmen's Council oppose the taking of a resolution. A meeting of the Chairmen's Council can be convened in a shorter period than mentioned in the first sentence of this Article at the request of the Management Board. The notice to convene does, in that event, not have to be in writing.
7. Without prejudice to that stipulated in paragraph 6, fourth sentence of this Article, resolutions in the meeting of the Chairmen's Council can only be taken if more than half of the number of members of the Chairmen's Council is present.  
Resolutions are taken with an absolute majority of the cast votes. By an equality of votes, the motion is rejected. A member of the Chairmen's Council can be represented in a meeting of the Chairmen's Council, with due observance of Article 28 paragraph 2.
8. The Chairmen's Council can also adopt resolutions outside the meeting, provided in writing or by means of electronically transmitted legible and reproducible notifications (including email) and all members of the Chairmen's Council entitled to vote have consented to adopting the resolution outside a meeting. Article 29 paragraph 2 and 3 shall equally apply to adoption by the Chairmen's Council of resolutions without holding a meeting.  
Of each resolution taken outside of a meeting, this is notified in the next Chairmen's Council meeting, in which meeting the written cast votes are available for inspection by the members of the Chairmen's Council.

## **MANAGEMENT BOARD**

### **Management Board. General.**

#### **Article 30.**

1. The cooperative is managed by a Management Board comprised of a number, to be determined by the Membership Council, of at least seven (7) and at most nine (9) natural persons.  
Only members of the cooperative or officers of a legal person or a partnership with legal personality as referred to in Article 3, paragraph 1, under b and c, can be members of the Management Board. Members of the District Council, members of the Membership Council and members of the Chairmen's Council cannot simultaneously be a member of the Management Board.
2. The Management Board selects a chairperson and a vice-chairperson from its midst. The Management Board shall, either or not from its midst, designate a secretary.
3. The Management Board is charged with the management and the directive control of the affairs of the cooperative and the implementation of the resolutions from the Membership Council.

The Management Board is, with due regard to the objective of the cooperative, competent to effect all juristic acts, with the exception of those, which pursuant to these Articles of Association are subject to any other body of the cooperative.

#### **Management Board. Meetings.**

##### **Article 31.**

1. The chairperson of the Management Board conducts the meetings of the Management Board.  
By absence of the chairperson, the vice-chairperson shall act as chairperson of the Management Board meeting.
2. In the meetings of the Management Board, each member of the Management Board casts one vote.  
Abstained votes and invalid votes shall be deemed to have not been cast.
3. On matters there will be voted orally, on persons there will be voted in writing with sealed unsigned ballots.  
Voting in another manner is permitted, provided that none of those present oppose this.
4. Resolutions by the Management Board are taken with an absolute majority of votes, unless these Articles stipulate otherwise.
5. No resolutions can be taken if the majority of the number of members of the Management Board is not present at the meeting.
6. If a member of the Management Board has a direct or indirect personal conflict of interest with the company, he shall not participate in the deliberations and the decision-making process concerned in the Chairmen's Council. If as a result thereof no resolution of the Chairmen's Council can be adopted, the resolution is adopted by the Membership Council.
7. Members of the Management Board cannot have themselves be represented at the meeting.
8. By an equality of votes, the respective item is raised again during the next meeting of the Management Board. If during that next meeting the votes are once again equally divided, no resolution shall be adopted.
9. The minutes of that dealt with at the meeting are wholly or partially adopted either by (i) the respective Management Board meeting and in confirmation thereof undersigned by the chairperson of that meeting and that person who takes the minutes of that meeting, or (ii) by a next Management Board meeting and in confirmation thereof undersigned by the chairperson of that meeting and the person who takes the minutes of that meeting.  
The adopted minutes, respectively draft-minutes are forwarded to the Management Board members.
10. The Management Board can also adopt resolutions outside the meeting, provided in writing or by means of electronically transmitted legible and reproducible notifications (including email) and all members of the Management Board entitled to vote have consented to adopting the resolution outside a meeting. Article 31 paragraph 4 shall equally apply to adoption by the managing board of resolutions without holding a meeting.

#### **Management Board. Election of members to the Management Board.**

##### **Article 32.**

1. The members of the Management Board are appointed by the Membership Council through a binding recommendation from the Chairmen's Council. The binding recommendation from

the Chairmen's Council shall be prepared by the election committee such as referred to in paragraph 2 of this Article. For each appointment, the Management Board draws up a profile for the member of the Management Board that must be appointed.

The Membership Council is authorized to draw up appointment rules of procedure for the members of the Management Board. The membership of the Management Board is incompatible with the membership of the Chairmen's Council. The members of the Management Board can at any time be suspended or removed by the Membership Council.

2. The selection committee is composed of five (5) persons. One (1) person is appointed by and from the Chairmen's Council, two (2) persons by and from the Membership Council and two (2) persons by and from the Management Board. The person who is appointed by and from the Chairmen's Council and the persons, who are appointed by and from the Membership Council, are appointed for a term of four (4) years. The members of the selection committee who are also a member of the Management Board retire every two (2) years, such accordant to a retirement schedule.
3. A binding recommendation, such as referred to in paragraph 1 of this Article, can be set aside through a resolution by the Membership Council, such taken with a two-thirds (2/3) majority of the cast votes.
4. If a recommendation, such as referred to in paragraphs 1 and 2 of this Article, is rejected by the Membership Council or is lacking, the Chairmen's Council is afforded the opportunity to propose a new recommendation within four (4) months.
5. A person who is a spouse, registered partner and/or blood relative or relative by marriage in the first or second degree of a member of the Management Board and/or the Chairmen's Council, cannot be appointed as a member of the Management Board.
6. If in a meeting persons are elected who are related by family, such as referred to in paragraph 5 of this Article, the oldest in age is appointed.
7. At the arising of a family relationship, such as referred to in paragraph 5, during the term of office, there shall be determined, in mutual consultation, who will have to retire. By a default thereof, the youngest in age retires. Retirement takes place at the end of the term of the office year.

**Management Board. Suspension. Absence or Inability to Act.**

**Article 33.**

1. If the Membership Council has suspended a member of the Management Board, the Membership Council is required to resolve, within three (3) months after the suspension has become effective, either that of removal, cancellation or maintaining of the suspension; by a default thereof, the suspension lapses.  
A resolution toward the upholding of the suspension can only be taken once and the suspension can then only be maintained for three (3) months at most such effective on that day, on which the Membership Council took the resolution towards maintaining the suspension.  
If the Membership Council has not, within the aforesaid sentence set period, resolved toward a retirement or cancellation of the suspension, the suspension lapses.
2. In the event of an absence or an inability to act of one or more members of the Management Board, the remaining members of the Management Board, or the sole

remaining member of the Management Board, are/is temporarily charged with the entire management.

In the event of an absence or inability to act of all the members of the Management Board, the Chairmen's Council is authorized to temporarily charge five (5) of its members at most with the tasks of the Management Board.

In the event of absence, the Membership Council shall, on the initiative of the Chairmen's Council, further and as quickly as possible endeavour and take the necessary measures in order to effect a final arrangement, one thing and another with due heed of the provisions contained in Article 32.

#### **Management Board. Term of office. Remuneration.**

##### **Article 34.**

1. Each member of the Management Board has in his first term a seat for a term of four (4) years.  
A retiring member of the Management Board is after his first term immediately eligible for re-election for a second term for a period of four (4) years, and thereafter for a third term for a period of two (2) years, which third term may be extended with two (2) years after an evaluation with the Management Board. The retiring chairperson of the Management Board is also eligible for two (2) re-elections, with the understanding that if he acts as chairperson in his third term - regardless of whether he acted as chairperson in his first and/or second terms - he is eligible for re-election for a fourth term for a period of two (2) years, which fourth term may be extended by another two (2) years after evaluation with the Management Board, all without prejudice to that stipulated hereafter in this Article.
2. An interim vacancy is required to be filled as quickly as possible.  
Meanwhile, the Management Board remains legally constituted.  
That person, who is appointed to fill an interim vacancy, is appointed for at most the remaining duration of the appointment term of the member of the Management Board whose vacancy was filled. If this remaining period exceeds half of that term, it shall be subject to application of that as referred to in the first paragraph of this Article such being as full first appointment term. If the remaining period is half of that term or less, then that stipulated in the first paragraph of this Article does not count, and there as such applies an immediate reappointment for the first appointment term.
3. Unless it concerns a chairperson who is reappointed pursuant to that stipulated in paragraph 1, third sentence, a member of the Management Board retires on the conclusion of the next annual meeting of the Membership Council, following that year during which he was twelve (12) years - through re-election - uninterruptedly a member of the Management Board of the cooperative, such subject to, that the period that a person was a member of the Management Board does not count within the scope of the fulfilling of an interim vacancy.  
Such member of the Management Board is not re-electable.
4. The Membership Council may determine a remuneration policy for the members of the Management Board, after hearing the Chairmen's Council. The Management Board annually accounts to the Membership Council about the remuneration of individual members of the Management Board during the previous financial year.

#### **Special Management Board resolutions.**

**Article 35.**

1. Subject to the approval of the Membership Council are:
  - A. all resolutions of the Management Board concerning the exercising of the right to vote of the shares held by the cooperative in the capital of Koninklijke FrieslandCampina N.V., concerning the granting of approval to resolutions from the Executive Board of Koninklijke FrieslandCampina N.V. concerning or related to:
    - a. (i) the transfer of the company, Koninklijke FrieslandCampina N.V., or nearly the entire company to a third party;
    - (ii) the entering into or the break off of a sustainable partnership of Koninklijke FrieslandCampina N.V. or a subsidiary company with another legal person or company, or as a fully liable partner in a limited partnership or commercial partnership, if this collaboration or break off is of major significance for Koninklijke FrieslandCampina N.V.; and
    - (iii) the taking or disposal of a participation in the capital of a company to an amount of at least a third of the amount of the assets according to the balance with explanatory note or, if Koninklijke FrieslandCampina N.V. draws up a consolidated balance, according to the consolidated balance with explanatory note of the last adopted annual accounts of Koninklijke FrieslandCampina N.V., by it or a subsidiary company;
  - b. insofar not falling under one of the aforementioned under a, referred categories:
    - (i) the effecting of (dis)investments by Koninklijke FrieslandCampina N.V., one of her dependant companies, subsidiaries, group companies and/or participations which exceed an interest of one hundred million euro (EUR 100,000,000); and
    - (ii) the effecting of acquisitions with an acquisition which is price greater than five hundred million euro (EUR 500,000,000);
  - c. insofar the respective juristic act or resolution is not already included in the referred categories under the letters a or b, resolve to:
    - (i) to the extent it concerns a value exceeding one hundred million euro (EUR 1,000,000,000), a proposal to issue and the issue and acquiring of shares in and debt instruments payable by Koninklijke FrieslandCampina N.V. or of debt instruments payable by a limited partnership or commercial partnership of which Koninklijke FrieslandCampina N.V. is a fully liable partner, as well as a proposal toward the granting of rights for the taking of shares, a proposal toward the fixing of the price and further conditions of issue or, as the case may be, the granting of rights toward the taking of shares, a resolution for the acceptance of payment on shares in foreign currency, a proposal toward the limiting or exclusion of the pre-emptive right and a proposal toward a reduction in the subscribed capital;
    - (ii) to apply for a listing or delisting of the listing of the under c (i) referred to debt instruments with a value exceeding one hundred million euro (EUR 100,000,000) and shares in the official list of any stock exchange;

- d. determining of the provisions policy to be conducted by Koninklijke FrieslandCampina N.V.;
- B. all resolutions of the Management Board concerning the exercising of the voting right over shares held by the cooperative in the capital of Koninklijke FrieslandCampina N.V. concerning or connected with:
  - a. a proposal for an amendment of the Articles of Association of Koninklijke FrieslandCampina N.V.;
  - b. a proposal for the dissolution of Koninklijke FrieslandCampina N.V.;
  - c. filling a winding-up petition and an application for a suspension of payment(s), both insofar it concerns Koninklijke FrieslandCampina N.V. as well as one of its dependent, subsidiary and/or group companies and/or participations;
  - d. other resolutions concerning a significant change to the identity or the character of Koninklijke FrieslandCampina N.V. or the company;
  - e. the adoption of the annual accounts of Koninklijke FrieslandCampina N.V.; and
  - f. the appointment of the accountant of Koninklijke FrieslandCampina N.V., as well as the withdrawal of the instruction such given to him.
- 2. The Management Board further hears the Chairmen's Council before the Management Board takes a resolution such as referred to in paragraph 1 of this Article toward an approval of the resolution from the Executive Board of Koninklijke FrieslandCampina N.V. concerning the entering into or termination of continuing collaboration of a sustainable partnership of Koninklijke FrieslandCampina N.V. or a subsidiary with another legal entity or partnership or as general partner with full liability or a limited partnership if such collaboration or termination of such a collaboration is of major significance for Koninklijke FrieslandCampina N.V.
- 3. A suspension of the approval, such as referred to in paragraph 1, can neither be opposed by the cooperative, nor to the cooperative.

**Right of initiative.**

**Article 36.**

On the proposal of at least fifty (50) members of the cooperative, the Management Board can be requested in writing with mention of the reasons for taking into consideration items to be dealt with which are in the interest of the cooperative. As to whether such initiative shall be followed up, is at the exclusive decision of the Management Board. The Management Board informs the Membership Council on an annual basis with respect to the number and nature of submitted requests and the manner of decision-making of the Management Board as regards this. The Management Board shall with the approval from the Membership Council draw up a right of initiative rules of procedure for the members in which there is further indicated as to which items shall either or not be eligible for the right of initiative. These rules also comprise the procedure to this effect.

**Representation.**

**Article 37.**

The cooperative is judicially and extra judicially represented by the Management Board or by two (2) jointly acting members of the Management Board, including the chairperson or the vice-chairperson.

### **Internal regulations.**

#### **Article 38.**

The Membership Council, on a proposal from the Management Board, adopts internal regulations with further rules on the functioning of the bodies of the cooperative.

### **FINANCIAL REPORTING AND RESULTS**

#### **Financial year.**

#### **Article 39.**

The financial year of the cooperative coincides with a calendar year.

#### **Annual accounts.**

#### **Article 40.**

1. Annually, within five (5) months following the ending of the financial year, - except for an extension of this period by at most four (4) months by the Membership Council on the grounds of special circumstances - the Management Board draws up the annual accounts of the cooperative, which is submitted to the Membership Council for adoption.  
The annual accounts of the cooperative is accompanied by the statement from the accountant, such as referred to in paragraph 3 of this Article, so that the instruction intended for this has been issued, of the report of the Management Board and of the other information such referred to in Article 392, paragraph 1, Book 2, Burgerlijk Wetboek (*Civil Code*), however, for that concerning the other information, insofar the provisions contained in there is applicable to the cooperative.  
The annual accounts of the cooperative are undersigned by all members of the Management Board; if one of more of their signature(s) is/are missing, the reason for this is stated.
2. The Management Board shall ensure that the drawn up annual accounts, the report of the Management Board and the other information of the cooperative, such as referred to in paragraph 1 of this Article, from the day of the notice to convene up to the meeting of the Membership Council, purposed toward their dealings, is available at the office of the cooperative.
3. The cooperative gives instruction to a chartered accountant or an another specialist, such as referred to in Article 393, Book 2, Burgerlijk Wetboek (*Civil Code*), both to be referred to as: accountant, to audit the drawn up financial accounts of the cooperative from the Management Board, accordant to the provisions contained in Article 393, paragraph 3, Book 2, Burgerlijk Wetboek (*Civil Code*).  
Until the issue of the instruction, the Membership Council remains competent, or, if it does not proceed with this, the Management Board.  
The instruction issued to the accountant can at all times be withdrawn by the Membership Council as well as by the Management Board if it has issued the instruction.  
The accountant shall report to the Management Board on his audit and shall express the outcome of his audit in a statement.
4. The annual accounts of the cooperative are adopted by the Membership Council.  
After the proposal towards the adoption of the financial accounts of the cooperative has been dealt with, the proposal shall be made to the Membership Council to grant discharge to the members of the Management Board for the policy conducted by them during the respective financial year for insofar, with respect to this, it is apparent from the annual

accounts of the cooperative that notifications have been effected in the Membership Council.

If the Membership Council has been unable to take cognizance of the accountant's statement, the annual accounts of the cooperative cannot be adopted, unless in the other information, such referred to in paragraph 1 of this Article, it is mentioned that and why this statement is lacking.

5. a. Concerning any appropriation by an apparent credit balance of the cooperative, the Membership Council shall resolve by a motion from the Management Board.
  - b. (i) If the Membership Council resolves toward the payment of a part of or the entire credit balance, there is firstly, where possible, an amount paid out over each member certificate equal to the percentage in the following sentence, multiplied by their nominal amount. The percentage as referred to in the previous sentence is equal to the mean of EURIBOR percentages for cash loans with a term of six (6) months - such weighted over the number of days for which the percentages apply - during the financial year over which the payment effects, with a three-yearly, by the Executive Board of Koninklijke FrieslandCampina N.V. to be determined, number of base points. If the achieved credit balance in any financial year is not sufficient to effect this payment, the payment shall be made from the general reserve. If the balance of the general reserve is not sufficient to make this payment, the provisions of this paragraph 5 under (b) shall first apply within the following years after the shortfall has been caught up with. Without prejudice to the provisions of paragraph 6 of this Article, no further payments shall effect over the member certificates. The decision of the Executive Board of Koninklijke FrieslandCampina N.V. requires the approval from the Supervisory Board, from the Management Board (in its capacity of shareholder) and from the Membership Council.
  - (ii) If after the application of this part b (i) the remaining credit balance is paid out to the members and the former members of which the membership of the cooperative has ended in the financial year to which the annual accounts pertain, such proportional to the value of the milk delivered by them at the end of the financial year to which the annual accounts pertain, which value is calculated as if it concerned standard milk, irrespective as to whether the respective member has delivered standard or special milk, unless there has with a member been otherwise agreed with respect to the determination of the value and/or the value of the milk as delivered by that member, for which solely the Management Board is competent. Such payment may also be other than cash. The Membership Council can on the proposal from the Management Board decide that such payment effects to members other than in money and to senior members in money, and vice versa.
6. The Management Board may resolve to make an interim distribution on the member certificates from the profits of that current financial year as well as to make a distribution on the member certificates that is charged to the general reserve. The amount of a distribution

as referred to in the preceding sentence shall be deducted from the amount referred to in paragraph 5 under b (i) of this Article.

## **DISSOLUTION**

### **Dissolution. General.**

#### **Article 41.**

1. The cooperative is dissolved:
  - a. by a resolution from the Membership Council thereunto, such as referred to in Article 42 paragraph 1;
  - b. by insolvency, after that it has been put into liquidation, or through the completion of the liquidation because of the condition of the assets and liabilities;
  - c. in the event of law, as ruled by a court;
  - d. through the entire absence of members.

2. The dissolution is listed in the Commercial Register maintained by the Chamber of Commerce.

In the event, such referred to in paragraph 1, under a of this Article, there is effected for this by those who are charged with the liquidation, in the event referred to in paragraph 1, under b of this Article, by the liquidator in the liquidation, in the event referred to in paragraph 1, under c of this Article, by the registrar of the court before which the matter was last pending, and in the event as referred to in paragraph 1, under d of this Article, by the liquidators.

3. If the cooperative is dissolved due to an entire lack of members, then there are at the request of a party concerned or on demand from the Public Prosecution Service, liquidators appointed by the court.

### **Dissolution. Decision-making.**

#### **Article 42.**

1. The dissolution of the cooperative in the manner as referred to in Article 41, paragraph 1, under a, can only take place through the resolution of the Membership Council to which there is convened with the notification that there shall at this be a motion for the dissolution of the cooperative.
2. The period for the notice to convene up to such meeting, is at least twenty-eight (28) days, not counting the day of the notice to convene nor the day of the meeting.
3. The Membership Council can only resolve toward dissolution with a majority of at least two-thirds ( $2/3$ ) of the cast votes.
4. In the event of a dissolution of the cooperative through a resolution thereunto of the Membership Council, the liquidation effects through the Management Board of the cooperative, unless by a resolution toward dissolution other liquidators are designated.

### **Dissolution. Lack of members.**

#### **Article 43.**

1. In the event of a dissolution through an entire want of members, the credit balance lapses to those members who have ceased to be a member less than five (5) years before the dissolution. If also those persons are absent, then the credit balance lapses to those members who have ceased to be a member less than six (6) years before the dissolution; if they are also wanting, then to those members, who have ceased to be a member less than seven (7) years before the dissolution, and so successively. Those who are entitled to a

payment from the credit balance, proportionally share in this through the milk delivered by them to the cooperative, in the manner such as determined by the liquidators.

2. If, in the event of a dissolution of the cooperative, there remains a credit balance, firstly, insofar as possible, the nominal amount of the member certificates shall be paid out to those holders of member certificates such proportional to their holding, increased with the in previous years too little thereupon paid out amount, such as referred to in Article 40, paragraph 5 b (i), and with a such amount calculated over the period after the ending of the last financial year over which the annual accounts have been adopted. Insofar as possible, the holders of milk certificates shall subsequently be paid such part of the nominal amount of the milk certificates that is proportional to their holding of milk certificates. The then remaining amount is paid out to the members, such proportional to the value of the milk delivered by them over the last three (3) financial years up to and including the point in time of dissolution, which value is calculated as if it concerned standard milk, irrespective as to whether the respective member has delivered standard or special milk. Payments as referred to in this paragraph can also be effected other than in money.

**Transitional Provision.**

**Article 44.**

In deviation of article 30, paragraph 1, second sentence, Sijbren Sijmen Uiltje Attema, born in Wymbritseradeel, the Netherlands on the thirteenth day of January nineteen hundred and sixty, a former member of the cooperative, can be appointed by the Membership Council as a member of the Management Board. In deviation of article 34, he can be appointed for a period ending not later than per the moment immediately following the close of the Membership Council meeting held in December two thousand and twenty-seven. This article and its heading will lapse per the moment aforementioned person ceases to be a member of the Management Board, which appears from deregistration from the Dutch Trade Register.

Annex 3 Cooperative Membership FrieslandCampina Articles

**EXECUTION COPY**

**UNOFFICIAL TRANSLATION OF THE ARTICLES OF ASSOCIATION AS PER COOPERATIVE MEMBERSHIP**

**ARTICLES OF ASSOCIATION**

of:

Zuivelcoöperatie FrieslandCampina U.A.  
with seat in the municipality of Amersfoort

In these Articles of Association, the following terms shall have the following meaning:

delivery agreement	:	the agreement, to be determined by the Management Board and to be concluded between the cooperative and each of its members, regarding the obligation to deliver standard or special milk to the cooperative or to a third party specified by the cooperative; the milk price regulation is part of this agreement;
Koninklijke FrieslandCampina N.V.	:	the public limited liability company, Koninklijke FrieslandCampina N.V., located in Amersfoort;
members	:	the members of the cooperative, which form part of the member categories as referred to in Article 3, paragraph 1, under a through c;
Milk	:	unless explicit evidence to the contrary standard milk and special milk;
milk certificates	:	milk certificates as referred to in Article 10.d with the rights and obligations attached thereto by or pursuant to these Articles of Association, the Regulation for the payment of milk and the milk certificates regulations;
milk certificates regulations	:	the milk certificates regulations as referred to in Article 10.d, paragraph 3;
Regulation for the payment of milk	:	the regulation for the payment of milk and the regulations concerning biological milk for farmers which regulations exist separately;
special milk	:	milk from cows which is regarded by the Management Board as milk with special properties;
standard milk	:	milk from cows, unless it concerns special milk;
the appeals committee	:	the committee to which an applicant for membership of the cooperative or a member of the cooperative, respectively, can lodge an appeal with respect to the decision made by the Management Board to refuse membership, cancel membership, or disqualify members from membership;
the cooperative	:	Zuivelcoöperatie FrieslandCampina U.A., located in Amersfoort.

Unless it expressly appears otherwise, a term used in these Articles of Association in the plural has, with corresponding adjustment of the stated term, the same meaning in the singular and vice versa.

With respect to all items for which these Articles of Association could give rise to misunderstanding and provisions which could be open to different interpretations, the Management Board decides.

Unless, by way of these Articles of Association or pursuant to a resolution adopted by the Membership Council, another body of the cooperative is designated for this purpose, the Management Board can determine one or more regulations, in which items are regulated that are either not or not fully provided for in these Articles of Association.

Regulations may not contain provisions which violate the law or these Articles of Association.

### **NAME, REGISTERED OFFICE, OBJECTIVE AND TERRITORY**

#### **Name and registered office.**

##### **Article 1.**

1. The name of the cooperative is: Zuivelcoöperatie FrieslandCampina U.A.
2. It has its registered seat in Amersfoort.

#### **Objective and territory.**

##### **Article 2.**

1. The objectives for which the cooperative has been established are:
  - a. to provide for the material needs of its members pursuant to agreements concluded with them in the company Koninklijke FrieslandCampina N.V. which it exercises for this purpose for the benefit of its members; and
  - b. to manage and finance its subsidiary companies, consortia and participating interests and to provide securities and financial guarantees for its own debts as well as for the debts of third parties, including, without being limited to, debts of the aforementioned subsidiary companies, consortia and participating interests, as well as all activities which are incidental to or which may be conducive to any of the foregoing.
2. The cooperative can enter into agreements with other parties that are similar to those it may conclude with its members, though not to such a degree that the agreements with the members are of lesser significance.
3. The cooperative is authorized through a resolution of the Management Board to amend the agreements concluded with its members such as referred to in paragraph 1, under a.
4. The Management Board determines the cooperative's geographic territory.

### **MEMBERSHIP**

#### **Membership. General.**

##### **Article 3.**

1. The following can be admitted as members of the cooperative:
  - a. natural persons who are effectively involved in the operating of a dairy cattle company;
  - b. legal persons, or partnerships with legal personality, which are effectively involved in the operating of a dairy cattle company and the Articles of Association whereof comply with the requirements set by the Management Board;

- c. special (cooperative) members, being legal persons, or partnerships with legal personality, working within the area of milking, processing milk or selling milk.

Members may not be:

- (i) natural persons and legal persons, or partnerships with legal personality, which are bankrupt or have been granted a (temporary) suspension of payment(s);
  - (ii) natural persons who are legally incompetent.
2. The Management Board shall determine whether a member is effectively involved in the operation of a dairy cattle company.
  3. The Management Board shall decide about the principles of the policy to admit new members, subject to the Membership Council's approval. The Management Board can make admittance subject to conditions for the payment of membership fees.
  4. The membership of a natural person shall be personal and not open to transfer or passing. The membership of a legal person, or a partnership with legal personality, shall not be open to transfer. The membership of a legal person, which ceases to exist on account of a merger or division, shall not transfer to the acquiring legal person, unless the Management Board has granted prior permission thereto.
  5. On the basis of the membership, the members shall have the rights and obligations provided for by law and in these Articles, including, but not limited to:
    - a. the obligation to supply milk to the cooperative, or to a third party as specified by the cooperative, such as provided for in Article 9;
    - b. the right to use the free members' account held by the cooperative, as provided for in Article 10.a;
    - c. the right to exercise one's voting right at district meetings and attending these meetings, as referred to in Article 22;
    - d. the right to use the right of initiative as provided for in Article 36;
    - e. the right to inspect the cooperative's annual accounts and to receive a copy thereof at no cost, and the right to receive the cooperative's members magazine.
  6. Former members whose membership has ended through cancellation by the former member himself/herself or by the cooperative, pursuant to Article 7, due the fact that the former member is no longer involved in the operating of the dairy cattle company, shall acquire a so-called cessation of dairy farming. On the basis of this cessation of dairy farming, they shall retain the right to attend the district meetings, the right to inspect and receive a copy of the cooperative's annual accounts at no cost, and the right to receive the cooperative's members magazine.

#### **Partnerships and membership.**

##### **Article 4.**

1. If several persons, natural persons or legal persons, who are effectively involved in the operating of a dairy cattle company as referred to in the aforementioned Article, announce that they jointly operate the dairy cattle company in any form of partnership - without it being significant in which form this is done, but solely the notification from each of them that this concerns a joint operation - each of them may be admitted as a member of the cooperative, on the condition that the principles contained in the policy providing for the admittance of new members, as referred to in Article 3, paragraph 3, are observed. Every participant in the partnership shall be under the obligation to inform the Management Board

in writing, without delay, about the composition of the partnership and all the changes therein, as long as at least one of them is a member of the cooperative.

2. If not all, but only one or several persons, who participate in the partnership as referred to in paragraph 1 of this Article, become(s) a member/members, then this/these person(s) shall exercise and hold all rights and obligations as if he/they was/were the sole holder(s) of all the cows kept by that dairy cattle company and as if all the milk from these cows was drawn by him/them.
3. If all persons who participate in the partnership as referred to in paragraph 1, become members, they shall not only be bound to meet their own obligations as a member towards the cooperative, but they shall also be jointly and severally liable towards the cooperative for the obligations of all other members who participate in the partnership involved.
4. If more than one member participates in a partnership, then each member shall be deemed to have an equal part in the delivered quantity of milk of this partnership, unless the respective members desire another apportionment, which shall then be required to be jointly submitted by them in writing to the Management Board and which shall be effective as from the next payment period.
5. If more than one member participates in a partnership, the amounts payable by the cooperative in respect of the quantity of milk delivered by the partnership minus any deductions thereon shall be transferred to one or more bank or giro account(s) designated by or on behalf of the members.  
Through the payment of monies in the aforementioned manner and with due observance of any notification as referred to in paragraph 4 of this Article, the cooperative shall be legally discharged towards all those members who participate in the partnership.
6. If one or more members convert and transfer their dairy cattle company, in whatever legal form, into a public limited company or a private company with limited liability, and the member/the members is/are wholly, or nearly wholly, entitled, in the same proportion, to the capital of the converted and transferred company, then that company shall be admitted as a member of the cooperative, on the condition that the principles of the policy in respect of the admittance of new members as referred to in Article 3, paragraph 3, are observed.
7. If all those persons who participate in a public limited company or a private company with limited liability, as referred to in paragraph 6 of this Article, become a member, they shall be jointly and severally liable towards the cooperative for meeting the obligations on the part of the company in its capacity of member of the cooperative.

#### **Application for membership.**

##### **Article 5.**

1. a. The application for admittance as a member must be in writing and addressed to the Management Board, using a form to be drawn up by the Management Board for such purpose.  
The form also contains a reference to the text of the delivery agreement.  
A copy of the delivery agreement is made available to the applicant. The delivery agreement provides, amongst other things, that with respect to the delivery of milk, the provisions contained in the delivery agreement as they read at the time of commencement of the membership, or as these shall read following any

amendments thereto by the cooperative's competent authority, respectively, shall be applicable to the applicant.

The applicant shall furnish all information which is deemed to be required by the Management Board.

- b. The Management Board shall come to a decision within two (2) months concerning the application submitted by a natural person as provided for in Article 3, paragraph 1, under a, and by a legal person or a partnership with legal personality such as provided for in Article 3, paragraph 1, under b.
  - c. The Management Board shall, after having first consulted the Membership Council, reach a decision with respect to the application for membership or a special (cooperative) member, being a legal person, as provided for in Article 3, paragraph 1, under c.
2. The Management Board shall, within three (3) months following receipt of the form as referred to in paragraph 1, under a, of this Article, notify the applicant in writing whether he shall be admitted, or be refused admittance.
- In the event of a refusal, the candidate involved has the right to appeal to the appeals committee within thirty (30) days following receipt of the written notification that membership has been refused.
- The appeals committee shall consist of three (3) members and two (2) substitute members. The Membership Council shall appoint two (2) members and two (2) substitute members from its midst as members of the appeals committee and the Chairmen's Council shall appoint one of its members as chairperson of the appeals committee. The Management Board shall, with the approval of the Membership Council, draw up rules of procedure for the appeals committee in which the working procedure and decision-making process of that committee shall be provided for.
3. The membership shall commence on a date as determined by the Management Board.
4. The Management Board shall maintain a membership register, not computerised, partly computerised or fully computerised, in which the names of the members and their addresses shall be entered.
- Each member is required to provide the Management Board with his address and any change of address. The register shall be available to the members for inspection, as far as it concerns their own information.

#### **End of membership. General.**

##### **Article 6.**

1. The membership shall end:
  - a. as far as natural persons are concerned, by their death;
  - b. as far as legal persons or a partnership with legal personality are concerned, upon dissolution;
  - c. upon cancellation by the member;
  - d. upon termination by the cooperative;
  - e. by disqualification;
  - f. a legal person ceases to be a member as a result of a merger or division on account of which this legal person ceases to exist.

2. If the membership ends as a result of a death, the deceased member's assignees shall be entitled to continue the delivery of milk to the cooperative for a further twelve (12) months under the same conditions as those applicable to the deceased member.  
In special cases, the Management Board may determine another period and possibly attach conditions thereto.
3. To members ending their membership of the cooperative by cancellation as provided for in paragraph 1, under c, a severance payment can be granted by the Management Board. The Management Board shall lay down the conditions applicable to the granting of such severance payment and the other modalities of the severance scheme in regulations.

**End of membership. Termination and disqualification.**

**Article 7.**

1. Notice of termination of the membership by a member shall be given in writing as at the first day of January of the year following the year of termination, with due observance of a period of notice of three (3) months.
2. The member who terminates the membership shall receive written confirmation thereof from the Management Board.  
If the termination is not confirmed within forty (40) days, the member shall be authorized to repeat the termination for the account of the cooperative, by means of a bailiff's notification.
3. Notice of termination on behalf of the cooperative may be given on any day of the month by giving at least thirty (30) days prior notice, to take effect from the end of the notice period used, without prejudice to the provisions contained in paragraph 6, but only:
  - a. if the membership requirements referred to in Article 3 no longer apply;
  - b. if the cooperative cannot reasonably be required to continue the membership;
  - c. when a member has been declared bankrupt or has been granted a suspension of payment(s);
  - d. if a member - in the opinion of the Management Board - remains in default to meet an effective obligation towards the cooperative, or continues to fail to observe obligations towards the cooperative;
  - e. if a partnership as referred to in Article 4, is dissolved, if the composition of the partnership changes, or if a member of the cooperative joins a partnership in which also non-members participate and the provisions contained in Article 4, paragraph 1, last sentence, are not immediately satisfied, all without prejudice to the provisions contained in Article 8, paragraph 1;
  - f. if, other than on account of marital property law or succession law, through a one or more other persons acquire control over the business activities of a member-legal person within the meaning of the Dutch Merger Code (*SER-Besluit fusiegedragsregels 2015*) through a transfer or other passing of ownership of shares or the issue of shares, or through the transfer of voting rights attached to shares, irrespective of whether the Merger Code applies to that acquisition and provided that, those 'other persons' do not include the spouse and blood relatives in the direct descendant line of the persons from whom that control is acquired;
  - g. in the events of a contribution and conversion followed by a contribution as referred to in Article 4, paragraph 6, where the public limited liability company or private

- company with limited liability concerned are not a member of the cooperative or has applied for that membership;
- h. in the events of conversion of a private limited company with limited liability and a public limited liability company into another legal person or partnership with legal personality.
4. A disqualification from membership can effect, if a member acts contrary to these Articles, regulations or decisions from the cooperative, or harms the cooperative in an unreasonable manner.
5. The termination by the cooperative and disqualification is effected by a Management Board decision and this is notified by the Management Board to the respective member via a registered letter such with mention of the facts on which the decision is based. The respective member has the right to lodge an appeal with the appeals committee during a period of one month after receipt of the notification. The appeal is lodged by a registered letter, addressed to the appeals committee, with a copy to the Management Board. The outcome of the appeal shall be notified in writing to the member by the appeals committee, with a copy to the Management Board.
6. In the event of a termination and disqualification by the cooperative, the membership ends with the expiry of the appeal period, irrespective of whether an appeal has been lodged. If the termination or disqualification is confirmed on appeal, the membership will (with retrospective effect) also be cancelled on the day on which the appeal period expires. During the appeals period and pending this appeal, the member is suspended from exercising his membership rights - under this, however, the right toward the delivery of milk is not included - and this also with respect to any vested duties which he performs in the cooperative.
7. Notwithstanding the notice periods mentioned in paragraph 1 and 3, a member and the cooperative may, by mutual consent, terminate the membership with immediate effect or with effect from any other moment by mutual agreement as at that moment.

**Continuation of the company at end of membership.**

**Article 8.**

1. If the dairy cattle company of a dissolved partnership is continued by the spouse, registered partner and/or one or more blood relatives in the direct downward line of a retiring member of a partnership, either or not jointly with one or more members of that dissolved partnership, then that person who continues the dairy cattle company, respectively those persons who continue the dairy cattle company as a partnership, have the right to become a member of that cooperative, with the express declaration that they shall acquire all the obligations toward the cooperative from the member of whom the dairy cattle company is being continued. A request to that effect is required to be submitted in writing to the Management Board, such in the manner prescribed in Article 5, paragraph 1, under a, and this within three (3) months after the dissolution of the partnership has taken place. He/they shall be deemed to have become a member/members, effective from that day on which he/they has/have taken up the continuance of the dairy cattle company of the dissolved partnership.

The applicant(s) may continue the dairy cattle company of the dissolved partnership and may only be refused as a member of the cooperative if he/they does/do not meet the requirements set out in Article 3.

The refusal is notified to the involved by way of a registered letter.

2. If the dairy cattle company of a member-natural person is transferred by that member, or is transferred under general title, to his spouse, registered partner and/or one or more of his blood relatives in the first direct downward line, then he/they has/have the right, either as a partnership or not, to become a member/members of the cooperative, provided that he/they expresses/express this desire in writing to the Management Board, in the manner as prescribed in Article 5, paragraph 1, under a, and this within three (3) months after he/they has/have acquired the dairy cattle company and this with due observance of the principles of the policy for the admittance of new members, such as referred to in Article 3. The provisions contained in the second, third and fourth sentence of the previous paragraph is then of analogous application.

#### **Rights and obligations of members.**

##### **Article 9.**

1. The members who deliver standard milk in accordance with the delivery agreement are obligated to deliver all standard milk drawn and produced in their company/companies to the cooperative, or to a third party such as designated by the cooperative. The members who, pursuant to the delivery agreement, deliver special milk are obligated to deliver a specific amount of that special milk to the cooperative, or to a third party as designated by the Management Board. The obligation to supply does not apply to the milk which is required for immediate own use. The provisions contained in this paragraph applies mutatis mutandis (equally) for the members who are a cooperative or association or a special (cooperative) member, concerning the milk available to them, under which also including that milk which is delivered to that member by members, shareholders, suppliers or third parties. The Management Board can, in instances to be further determined by it, grant a temporary entire or partial exemption from this obligation.  
The Management Board of the cooperative is authorized to:
  - (i) qualify milk to be special milk; the Management Board shall inform same to the members, with mention of the criteria per separate category of special milk which the Management Board has observed with respect to this;
  - (ii) determine the general criteria for each category of special milk, which the members who desire to deliver this category of special milk are required to satisfy, such also including the general criteria within the area of the geographical location and within the area of the minimum and maximum quantities of this special milk which is to be delivered from this separate category;
  - (iii) determine the criteria per separate category of special milk such related to the selection of members who may deliver this special milk; and
  - (iv) by or pursuant to the Regulation for the payment of milk and the milk certificates regulations, oblige the members to hold one or more milk certificates.
2. a. To be determined by the Regulation for the payment of milk by the Management Board on recommendation of the Executive Board of Koninklijke FrieslandCampina N.V., after approval of the Supervisory Board of Koninklijke FrieslandCampina N.V.

and of the Membership Council, the principles and methodology for determining the milk price shall be provided for, to which the members shall be afforded settlement for the milk delivered by those members to the cooperative, or to a third party designated by the cooperative. The Regulation for the payment of milk forms part of the delivery agreement. A distinction can be made in the Regulation for the payment of milk between standard milk and (categories of) special milk. The Regulation for the payment of milk further comprises, insofar as necessary, (a reference to) the bases on which the value of the delivered milk is determined.

The Regulation for the payment of milk is adopted by voting on each separate part of the Regulation for the payment of milk.

- b. The Executive Board of Koninklijke FrieslandCampina N.V. determines, pursuant to the provisions in these Articles and with the application of the determined bases and methodology as laid down by Executive Board in the payment for milk regulation and after having consulted the Supervisory Board with respect to this, the amount of the remuneration for the milk delivered by the members. The Executive Board of Koninklijke FrieslandCampina N.V. is authorized to withhold an amount on the remuneration for the milk delivered by the members for the financing of a specific investment and/or acquisition to an amount which exceeds five hundred million euro (EUR 500,000,000) by Koninklijke FrieslandCampina N.V., its subsidiary companies, consortia or participating interests.  
The withheld amounts may, at the discretion of Executive Board of Koninklijke FrieslandCampina N.V., be used, amongst other things, as a paid-in share premium over the shares held by the cooperative in the capital of Koninklijke FrieslandCampina N.V. The Executive Board may make this subject to further conditions. The recommendation from the Executive Board towards a withholding, including the way to realize this and the associated conditions, should be approved by the Supervisory Board of Koninklijke FrieslandCampina N.V. and by the Membership Council.
  - c. The claim of a member over the cooperative towards the payment of a remuneration such as referred to in this paragraph 2 is not transferable, such as referred to in Article 3:83, paragraph 2 Burgerlijk Wetboek (*Civil Code*).
3. The practice rules are on recommendation from the Executive Board of Koninklijke FrieslandCampina N.V. determined by the Management Board after the district meetings have been heard. With respect to any further rules and provisions which are solely applicable to members who operate a dairy cattle company in Germany, only the meetings of the districts located in Germany shall be required to be heard. With respect to any further rules and provisions which are solely applicable to (i) members who operate a dairy cattle company in Belgium and France or (ii) a special (cooperative) member who, in that capacity, supplies FrieslandCampina with milk from its shareholder-dairy farmers who operate a dairy cattle company in Belgium and France, only the district meetings under which those members fall shall be required to be heard. In the practice rules, there may be prescriptions concerning (among others) the quantity, the treatment, the quality (guarantee and certification included thereunder), the delivery and the production of milk, the livestock herd and concerning (sustainable) business operations. The members are bound to strictly

comply with these prescriptions or to ensure that these are duly observed. Furthermore, by the production and storage of the milk, the members are obliged to take the greatest care and to strictly comply with the regulations, as stipulated by the authorities, or the European Union, or by reason of institutions which work within the area of dairy quality assurance, to which the cooperative is affiliated.

4. The cooperative, or the party designated by it, is obliged to receive the milk that is delivered by a member such pursuant to these Articles and the delivery agreement with the cooperative or with the third party designated by the cooperative. The cooperative or the party designated by it is, however, not obliged to take receipt of milk which does not meet the requirements as prescribed or pursuant to the law, including any referred to requirements for this or of which there is it has been established, in all reasonableness required to be suspected or have been declared by the competent authority, that this is not suitable for human consumption, or with regard to this, that there cannot in all reasonableness be required from the cooperative or its designated third party to take receipt of this.
5. The through and pursuant to the provisions contained in this Article shall, without prejudice to its valid Articled provisions and regulatory provisions, be included in the delivery agreement which is to be concluded between the member and the cooperative.
6. The Management Board can at all times impose upon a member with legal personality, or partnership with legal personality such as referred to in Article 3, paragraph 1, under b and under c, to include in its Articles, regulations and membership agreements as referred to in the paragraphs 3 and 4 of this Article.
7. If damage arises as a consequence of non-compliance of a member with any regulation as referred to here, irrespective as to who has suffered this damage, the member is held to compensate this, such without impairing the authority of the Management Board to exact penalties including fines by way of the practice rules for this non-compliance.

#### **Free membership account.**

##### **Article 10.a.**

1. For each member, the cooperative holds a free membership account to which there is in the name of each member, such entered in the appropriate register, administered to which amount he is entitled.
2. The free membership account is purposed toward entering credits of the members of the cooperative insofar these are not directly paid out.
3. Over the balances of the free membership account, an annual interest shall be paid out, which shall be credited to the free membership account.  
The interest shall be determined by the Management Board every six (6) months for the following six (6) months, in accordance with the criteria which have been established for this purpose by the Management Board such with approval from the Chairmen's Council and such as which shall be made known to the Membership Council.
4. A balance allocated to a member from the free membership account is at all times due and payable. If a member desires to automatically transfer all payments from the free membership account to an own account, then a member can let this be known.
5. There can be diverged from the provisions contained in this Article by the Management Board with regard to a special (cooperative) member by way of a special paragraph such

containing a regulation to be determined by the Management Board, or on the basis of an agreement to be concluded with a special (cooperative) member via a special paragraph.

**Member certificates.**

**Article 10.b.**

1. The cooperative is authorized by a decision of the Management Board to issue member certificates to the members or one or more member certificates to one or more of them. The issuance thereof is a one-sided juristic act; the cooperation from the member involved, is not required. The Management Board determines the manner of payment of the member certificates to be issued, which can be effected in money, in kind, or a combination of both. The Management Board shall determine the further conditions for issuance. The decisions of the Management Board, such as referred to in this paragraph 1, require to be approved by the Membership Council.
2. The member certificates are registered on name and have each a nominal value of fifty euro (EUR 50). To the member certificates there are solely attached those rights and obligations such as stipulated by these Articles. There is no voting right attached to these member certificates.
3. The Management Board maintains a register, that is either not, partial, or completely computerized, wherein the names and addresses of all the holders of member certificates are recorded, with mention of the number of member certificates held by them. Each holder of member certificates is obligated to inform the Management Board of his address and changes therein. The register may be inspected by the holders of member certificates insofar this concerns the information of the respective holder.
4. Without prejudice to the provisions contained in hereafter such concerning the cancellation of member certificates, the member certificates are not transferable, such as referred to in Article 3:83, paragraph 2 Burgerlijk Wetboek (*Civil Code*).
5. Without prejudice to the provisions contained in paragraph 7 of this Article:
  - (a) in the event of a termination of membership, the cancellation of the member certificates held by that member by the cooperative and this on that point in time when the cancellation of membership becomes effective;
  - (b) the member certificates as referred to in paragraph 5 under a, apply as having been cancelled against the nominal value, such increased by the amount still to be paid thereon over the previous years, such as referred to in Article 40, paragraph 5 b (i) and with the amount as referred to in Article 40, paragraph 5 b (i) over that period after the closing of the last financial year over which the annual accounts have been adopted;
  - (c) the cancellation of a member certificate pursuant to the provisions contained in this paragraph 5, under a, solely effects by means of a conversion of the member certificate into a member bond issued by Koninklijke FrieslandCampina N.V. (in this Article hereinafter referred to as: member bond) or by means of a conversion of the member certificate into a milk certificate in accordance with the milk certificates regulations.
6. Without prejudice to the provisions contained in paragraph 7 of this Article:

- (a) each member is authorized to voluntarily offer to the cooperative one or more of his member certificates for cancellation at those points in time to be determined by the Management Board;
  - (b) the cooperative is obligated in the event of an offer of member certificates by a member to the cooperative pursuant to the provisions set out under (a) of this paragraph 6, to cancel these member certificates against the nominal value, such increased by the amount still to be paid thereon over the previous years, as referred to in Article 40, paragraph 5 b (i), and with the amount as referred to in Article 40, paragraph 5 b (i), over that period after the closing of the last financial year over which the annual accounts have been adopted, one thing and another without prejudice to the provisions contained in paragraph 7 of this Article;
  - (c) the cancellation of a member certificate pursuant to the provisions in this paragraph 6, under a, solely effects by means of a conversion of the member certificate into a member bond or by means of a conversion of the member certificate into a milk certificate in accordance with the milk certificates regulations.
7. The Management Board can in those cases as described in paragraphs 5 and 6 decide to not cancel the member certificates. Such decision from the Management Board may only concern all those member certificates which were offered during a specific period on the grounds of those provisions.
8. (a) The Management Board is authorized, after approval from the Membership Council, to decide to cancel all or a part of the member certificates against a nominal value, such increased by the amount still to be paid thereon over the previous years, as referred to in Article 40, paragraph 5 b (i), and with the amount as referred to in Article 40, paragraph 5 b (i) over that period after the closing of the last financial year over which the annual accounts have been adopted.  
The cancellation as referred to in the previous sentence is a one-sided juristic act; the cooperation of the member involved, is not required.
- (b) The Management Board can, after the approval from the Membership Council, decide, in divergence of the provisions contained in under (a) of this paragraph 8, to cancel the member certificates or a part thereof in tranches, with which the number/ amounts of these tranches may differ.
- (c) The cancellation of a member certificate pursuant to the provisions contained in paragraph 8, under a and b, solely effects by means of a conversion of the member certificate into a member bond or by means of a conversion of the member certificate into a milk certificate in accordance with the milk certificates regulations.

**Member bonds-fixed.**

**Article 10.c.**

1. The Management Board may oblige members to acquire one or more member bonds-fixed issued by Koninklijke FrieslandCampina N.V. (hereinafter referred to as: member bonds-fixed) against payment. The member bonds-fixed are subject to the bonds' terms and conditions as adopted by Koninklijke FrieslandCampina N.V. and as applicable from time to time.
2. The Management Board, with the approval of the Membership Council, adopts regulations containing further rules regarding the member bonds-fixed to be issued to the members.

- 3 The cooperative may make further arrangements with Koninklijke FrieslandCampina N.V. on behalf of its members regarding the issuance of and acquisition against payment by the members of member bonds-fixed.

**Milk certificates.**

**Article 10.d.**

1. The cooperative is authorised to issue one or more milk certificates to one or more members upon a resolution thereto by the Management Board. Members are obliged to acquire the milk certificates against payment. The issuance of milk certificates to members and the acquisition of milk certificates against payment by members shall take place in accordance with the relevant provisions of these Articles of Association and the milk certificates regulations.
2. The milk certificates are in registered form and each have a nominal value, as stated in the milk certificates regulations, of such an amount as determined by the Management Board following the approval of the Executive Board and the supervisory board of Koninklijke FrieslandCampina N.V. and following the approval of the Membership Council. The milk certificates shall only have the rights and obligations as attached thereto by or pursuant to these Articles of Association, the Regulation for the payment of milk and the milk certificates regulations. No voting rights or meeting rights shall be attached to the milk certificates, unless stipulated otherwise in the milk certificates regulations.
3. The Management Board, with the approval of the Membership Council, adopts the milk certificates regulations. The milk certificates regulations may be amended with due observance of the relevant provisions of the milk certificates regulations.
4. The Management Board may, by resolution and following approval of the Executive Board and the supervisory board of Koninklijke FrieslandCampina N.V., convert member bonds of one or more members into milk certificates in accordance with the milk certificates regulations, the terms and conditions applicable to the member bonds and related documentation.
5. The Management Board may, following approval of the Executive Board and the supervisory board of Koninklijke FrieslandCampina N.V., resolve to cancel all or part of the milk certificates, whether or not in tranches, the size of which may vary, against repayment of the nominal value and with due observance of the relevant provisions of the milk certificates regulations. The cancellation referred to in the preceding sentence shall be a unilateral legal act; the cooperation of the members concerned shall not be required.

**Liability. Settlement.**

**Article 11.**

1. The members are not liable for the commitments of the cooperative and any obligation of members or former members to make contributions to offset a deficit in the event of the cooperative's liquidation is excluded.
2. The cooperative is authorized to settle with a member or a former member (including the former members from its legal predecessors) due and payable amounts with all that which the cooperative, for whatever reason, claims or is due from the respective member, including all that which the cooperative has paid or is due payable to third parties on behalf of the respective member.

3. The cooperative is on the termination of membership entitled to refrain from paying out all that is payable, including that which is payable for milk delivered, before the annual accounts over the financial year during which or with which the membership ended has been determined by the Membership Council and can, in any event, settle this with that which the cooperative claims or is due from the member of which the membership has ended, such for whatever reason, including all that which the cooperative has paid or is required to pay to third parties on behalf of the respective member.

**Limitation of rights. Other obligations.**

**Article 12.**

1. If or pursuant to a decision the rights and obligations of a member such described in the Articles are limited, respectively encumbered, or by or pursuant to a decision the applicable rights and obligations of a member are limited, respectively encumbered, then a member cannot evade the applicability of that amendment through terminating the membership, such with the proviso that the aforesaid is not applicable to an amendment of the conditions whereunder a member can terminate his membership.
2. A member, such being a legal person or a partnership with legal personality is held to beforehand submit the intended amendments to its Articles and regulations to the Management Board for approval, if the intended amendment can be of influence on the membership relationship of that legal person and the cooperative in that event a member shall immediately submit to the Management Board the text of an intended decision as well as a complete continuous text of the draft Articles or draft regulations such as which these shall come to read after the amendment. After having obtained approval from the Management Board and the implementation of the amendment, the member shall immediately submit to the Management Board the text of the taken decision, as well as the continuous text of the Articles and regulations; in the event that the text of the decision is recorded in a notarial instrument, the member shall furnish the Management Board with a copy of such instrument. If a requested approval has not been rejected in writing by the Management Board within three (3) months, it shall be deemed to have been granted.

**BODIES OF THE COOPERATIVE**

**DISTRICTS**

**Districts. General.**

**Article 13.**

1. The geographic territory of the cooperative is divided into districts. If there are special (cooperative) members, the Management Board may designate one or more districts as a 'cooperative district'. The provisions of these Articles of Association with regard to districts apply by analogy to the cooperative districts, unless expressly provided otherwise in these Articles of Association.
2. The Management Board determines the limits of the districts. Changes to the number of districts and changes to the borders of the districts are effected by the Management Board in consultation with the respective District Councils. A decision towards a change to the borders of the districts also requires approval from the Membership Council.
3. If a member is eligible for more than one district, he shall be classified in one of these by the Management Board.

At the request of this member, the Management Board can decide to change this classification.

4. Only special (cooperative) members may be admitted to a cooperative district by the Management Board. The Management Board may admit a special (cooperative) member to several cooperative districts.

#### **District Council.**

##### **Article 14.**

1. Each district has a District Council, which is composed of at least eight (8) and no more than ten (10) members, who are elected at a district meeting by the members of that respective district from their midst. If a District Council is composed of less than eight (8) members, the District Council shall, at its earliest opportunity, take measures in order to fill the vacancies. For a cooperative district, the previous two sentences do not apply and the only special (cooperative) member of the relevant cooperative district is the sole member of the district council of the relevant cooperative district. In case of vacancies, the District Council, however, remains authorized to take decisions.

2. On the appointment of a member with a legal personality to the membership of a District Council, there shall be determined that that member is appointed by reason of a by the appointment mentioned natural person, who, occupies the position of manager or otherwise with that person to be appointed and this position must be explicitly mentioned on the appointment.

The member-legal person shall then be obligated to have himself represented by the mentioned natural person at meetings of the District Council, as if that person were a member of the District Council.

The aforementioned finds analogous application by an appointment of the member-legal person to the Membership Council.

This Article 14, paragraph 2, does not apply to the special (cooperative) member of a cooperative district who is the sole member of the District Council of the relevant cooperative district in accordance with Article 14, paragraph 1.

#### **District Council. Nomination.**

##### **Article 15.**

1. If there are vacancies, then with due regard to the provisions contained in Article 14, the District Council draws up recommendations for persons, which have informed the District Council of the willingness to accept a possible appointment.  
By the making of recommendation, a reasonable spread of the members of the District Council over the respective district shall be endeavoured. The Management Board shall draw up regulations for the election of the members of the District Council.
2. The District Council shall forward to the Management Board, at the very latest three (3) weeks before the district meeting, a copy of the recommendations with mention of the names, addresses and membership numbers of those persons who are recommended for appointment and, if applicable, the representatives and persons who they can substitute such as referred to in Article 14, paragraph 2, so that at the office of the cooperative there can be checked that the information corresponds with the membership register.

3. At least fifteen (15) members of the district, jointly have the right to supplement the recommendation with a candidate by means of a statement signed by them which duly mentions the name of the candidate.  
If the candidate is a natural person, then the statement shall also mention the first names, year and date of birth, profession and the abode of the candidate.  
If the candidate is a representative of a member with a legal personality such as referred to in Article 14, paragraph 2, then the statement shall mention the place of establishment of the member with the legal personality and the information as referred to in the previous sentence in respect of the representative.  
The statement is required to be accompanied by a declaration from the candidate who expresses the willingness to accept such a possible appointment.
4. The nomination as referred to in paragraph 3 is required, in order to be valid, to have been received in writing by the secretary of the District Council seven (7) days at the very latest before the start of the meeting in that district in which the vacancy is required to be filled. If with the applying of the provision in Article 21, paragraph 1, second sentence, the meeting in the district takes place in part-sessions, the nomination is required to have been received by the secretary of the District Council seven (7) days at the very latest before the start of the first part-session in that district in which the vacancy is to be filled.

**District Council. Session duration. Remuneration.**

**Article 16.**

1. Each member of the District Council serves in his first term for a period of four (4) years and is eligible for re-election with due observance of paragraph 2. A newly appointed member of the District Council in principle takes up directly after closure of the Membership Council meeting of December or a date to be determined by the Management Board. A member of the District Council retires as per the moment directly after closure of the Membership Council Meeting at which his successor in the district is appointed.
2. A member of the District Council retiring by rotation is after his first term immediately eligible for re-election for a second term for a period of four (4) years, and thereafter for a third term for a period of two (2) years, which third term may be extended with two (2) years after an evaluation with the District Council concerned.
3. An interim appointee within the scope of the retirement by rotation takes the place of that member which he replaces. An appointment to an interim vacancy effects for at most for the remaining duration of the appointment term of the member of the District Council for whom the vacancy was filled. If this remaining period exceeds two (2) years, it is subject to the application of that referred to in the first paragraph of this Article, such being a full first appointment term. If the remaining period is two (2) years or less, then the provisions contained in the aforementioned paragraph do not apply, and there applies as such in a of an immediate reappointment as an appointment for a first appointment period.
4. The Management Board adopts the remuneration policy of the members of the District Council, after hearing the District Councils and the Chairmen's Council.
5. This Article 16, paragraph 1 to paragraph 3 inclusive, does not apply to District Councils of cooperative districts.

**District Council. Chairperson, vice-chairperson and secretary.**

**Article 17.**

1. The chair of the District Council is elected by the District Council from amongst the members of the District Council, subject to the provisions of Article 22, paragraphs 2 and 3. The District Council can propose from its midst either one or more persons for appointment to the office of chairperson of the district meeting.  
The chairperson of the District Council is through his appointment also a member of the Chairmen's Council.
2. The District Council chooses a vice-chairperson and a secretary from its midst.
3. In derogation from the first two sentences of paragraph 1 and paragraph 2 of this article, a District Council of a cooperative district elects a chairman, vice-chairman and secretary from among its members. The positions of chairman, vice-chairman and secretary can be filled by one cooperative member.

#### **District Council. Retirement.**

##### **Article 18.**

1. A member of the District Council retires with immediate effect:
  - a. on the termination of the membership from the cooperative or, on the cancellation of membership, at that point in time of the cancellation;
  - b. through retirement by the member himself from the District Council;
  - c. if it concerns a member with a legal personality, if the natural person, such as referred to in Article 14, paragraph 2, ceases to exercise the position, such as referred to in that Article; and
  - d. on appointment to membership of the cooperative.
2. A member of the District Council retires at the end of the term of office:
  - a. through ending of the session term;
  - b. if it concerns a natural person or a member with a legal personality, or a partnership with legal personality, not being a special (cooperative) member as referred to in Article 3, paragraph 1, under c. if he is, in the opinion of the Management Board, through establishment, elsewhere or otherwise, no longer effectively involved, such as referred to in Article 3, in the practice of the dairy cattle company within, pursuant to Article 13, paragraph 2, established borders of the respective district.
3. If and as soon as a member of the District Council retires and such pursuant to the provisions contained in paragraph 1, that member also retires as a member of the Membership Council or member of the Chairmen's Council, if the member was at that moment in time also a member of those bodies.

#### **District Council. Tasks and competences.**

##### **Article 19.**

1. The District Council has as task to promote the interests of the members in its district and can either or not from an own motivation furnish information and advice to the Management Board regarding that which concerns the members within that district.
2. The members of the District Council have as task to within their ability maintain contact with the members in their district in order to explain the policy and other cooperative matters, to promote these and to render active support.  
To this end, the Management Board shall timely inform the District Council about new developments and the state of affairs within the cooperative.

#### **District Council meetings.**

**Article 20.**

1. The District Council meets at least twice (2x) each financial year and this in any event prior to the meeting of the district in order to be able to draw up recommendations for vacancies in the District Council.
2. Further, the District Council meets as often as the chairperson or the majority of the members of the District Council deems desirable, one thing and another within the frameworks as determined by the Management Board.
3. In the meetings of a District Council, each member of the District Council has the right to cast one vote. In derogation from the previous sentence, the sole member of the District Council of a cooperative district is entitled to cast a number of votes at the meetings of the relevant District Council equal to the number of proxies appointed in accordance with the provisions of the following sentence, up to a maximum of eight (8) votes. The sole member of the District Council of a cooperative district is represented in the District Council by written power of attorney by up to eight (8) proxies, which proxies can only be shareholder-dairy farmers of the sole member of the relevant cooperative district provided that by virtue of such power of attorney, the proxies may each separately cast up to one (1) vote in the District Council of the relevant cooperative district.
4. If the chairperson of the meeting so decides, the minutes of the proceedings are taken by the secretary of the meeting.
5. The minutes are wholly or partially confirmed by the respective meeting and in attestation thereof duly undersigned by the chairperson and the secretary of that meeting or are confirmed by a next meeting and in attestation thereof duly undersigned by the chairperson and the secretary of that next meeting.

**District meetings (member meetings).**

**Article 21.**

1. During each financial year of the cooperative there are at least two (2) district meetings held, one in spring and one in autumn. The Management Board can decide to hold a district meeting in two (2) or more part-sessions.
2. The convening of a meeting of the district effects by means of a notice to convene a meeting from the Management Board such addressed to each member of the respective district, unless it concerns a meeting which is directly convened in accordance with that as referred to in paragraph 5 of this Article. The period to convene a meeting amounts to at least seven (7) days, the date of dispatch not included.
3. The district meeting to be held in spring is held before the meeting of the Membership Council in which the decision from the Management Board concerning the adoption of the annual accounts of Koninklijke FrieslandCampina N.V. is approved and the annual accounts of the cooperative are adopted. During this meeting, the state of affairs during the previous financial year of the cooperative and of Koninklijke FrieslandCampina N.V. are discussed and the drawn up, though not yet adopted, annual accounts of the cooperative and the drawn up, though not yet adopted annual accounts of Koninklijke FrieslandCampina N.V. will be addressed.
4. Other district meetings shall be held as often as the Management Board deems necessary. The Management Board is also obligated to convene a district meeting, if the District Council, or one/tenth (1/10) of the number of members of the district requests this in

writing, with mention of the reasons therefore and the items to be dealt with, as well as often as the District Council of the cooperative desires to convoke.

5. If in the latter event the Management Board remains in default to convene a meeting, the District Council of the cooperative is authorized to convene a meeting of the district with the designating of two (2) members of the District Council of the cooperative who will function as chairperson and secretary.
6. The members of the Management Board and the members of the Chairmen's Council, as well as those persons who have been designated or otherwise admitted by the Management Board of the cooperative, have free admittance to each district meeting.
7. A member can have himself represented in a district meeting by another member of the respective district.

Without prejudice to the provisions contained in paragraph 9 of this Article, a member can only be a representative of not more than one other member.

A member-natural person can further have himself represented by someone who is a part of his family or with whom he co-habits, or by his manager.

A member with legal personality can only have himself represented by a person who is designated as a legal representative of that member with legal personality.

8. All those persons who represent a member by virtue of a power of attorney, can only act as a representative of that member, provided that a member who forms part of a partnership can at all times represent those other members who form part of that partnership.  
A power of attorney is required to be attested by a written document, which must be handed over to the person keeping the attendance list before the start of the respective district meeting.

9. Before the start of the district meeting, each member or his representative is required to report to the person who maintains the attendance list.

If and insofar applicable, a member or his representative is required to hand over a voting card, which was enclosed with the notice to convene and which is to bear a signature, to the aforementioned person, for which a member, respectively his representative receives a ballot paper.

On the membership list is entered if the ballot paper has been issued or not.

#### **District meetings (member meetings). Voting right and decision-making.**

##### **Article 22.**

1. Each member of a district is accorded to one vote in the district meeting.
2. Resolutions are taken with an absolute majority of votes, unless these Articles stipulate otherwise.
3. The chairperson determines, with due regard to these Articles, the manner of voting, provided that voting with regard to persons effects in writing.
4. The motion is rejected by a majority of votes.
5. A district meeting is chaired by the chairperson of the respective District Council, and during his absence by the vice-chairperson. If the vice-chairperson is also absent, the district meeting is chaired by the secretary of the respective District Council.  
If he is also absent, the meeting shall designate another member of the respective District Council as chairperson.
6. The secretary of the respective District Council acts as secretary of the district meeting.

If the secretary is also absent or acts, pursuant to that referred to in paragraph 5, as chairperson of the district meeting, the chairperson shall appoint a secretary.

7. The minutes are wholly or partially adopted by the respective meeting and by way of confirmation thereof undersigned by the chairperson and the secretary of that meeting, and as the case may be, be adopted by a next meeting and by way of confirmation thereof undersigned by the chairperson and the secretary of that next meeting.

### **MEMBERSHIP COUNCIL**

#### **Membership Council. Election and term of office. Remuneration.**

##### **Article 23.**

1. The Membership Council forms the general meeting of the cooperative and is comprised of members of the District Councils with a minimum of eight (8) members and a maximum of ten (10) members per district. If a District Council is temporarily comprised of less than eight (8) members, the Membership Council nevertheless remains authorized to make decisions. In respect of a cooperative district, the minimum number of members per district specified in the first sentence of this paragraph does not apply and the word temporary in the second sentence of this paragraph should be considered not written.
2. A member of the Membership Council ceases to be on the Membership Council in that he/she ceases to be a member of the District Council, including the event where he is appointed as a member of the cooperative. A member of the Membership Council further ceases to be a member of the Membership Council pursuant to a decision from the District Council due to the appointing of another member of the District Council as his successor. A member of the District Council, who is suspended as such, cannot exercise his rights as a member of the Membership Council.
3. The Management Board adopts the remuneration policy of the Membership Council, after hearing the District Councils and the Chairmen's Council.

#### **Membership Council meeting, Right to vote and representation.**

##### **Article 24.**

1. Each Membership Council member has one vote in the Membership Council meeting. The joint members of the same District Council, who are part of the Membership Council, are afforded one vote for each ten million (10,000,000) full kilograms of milk, which was delivered to the cooperative over the past financial year of the cooperative by the members belonging to that district, in that capacity.  
In derogation from the previous two sentences, the sole member of the District Council of a cooperative district, who is a member of the Membership Council, is entitled to eight (8) votes in the Membership Council. Additionally, the sole member of the District Council of a cooperative district, who is a member of the Membership Council, is afforded one vote for each ten million (10,000,000) full kilograms of milk, that was delivered to the cooperative over the past financial year of the cooperative by the members belonging to that district, in that capacity.
2. The member-councillors vote in the meeting of the Membership Council independently and not bound by any instructions.
3. The chairperson and the secretary of the Management Board also act as such in the meeting of the Membership Council.

4. On the absence of the chairperson of the Management Board, the Membership Council meeting is chaired by the vice-chairperson of the Management Board. On the absence of the secretary of the Management Board, the chairperson of the meeting of the Membership Council appoints a secretary.
5. The members of the Management Board attend the meeting of the Membership Council.
6. A member-councillor can have himself represented in a membership meeting by means of a written power of attorney. The requirement of written form is met when the power of attorney is recorded electronically. Such a power of attorney may only be issued to another member-councillor. A proxy for this end can only represent one member-councillor. In derogation from the previous two sentences, the sole member of the District Council of a cooperative district, who is a member of the Membership Council, is represented in the Membership Council by, jointly, a maximum number of proxies equal to the number of votes, as referred to in the third sentence of the first paragraph of this article, that can be cast by the relevant District Council member in the Membership Council, which proxies can only be the shareholder-dairy farmers of the sole member of the relevant cooperative district who also represent the sole member in the District Council in accordance with Article 20, paragraph 3.

**Membership Council meeting. Notice to convene a meeting and frequency.**

**Article 25.**

1. The meetings of the Membership Council are convened by the Management Board. In each financial year, at the latest within the sixth month after the ending of the financial year, at least one Membership Council meeting is held - the annual meeting. The agenda for this meeting contains the following items:
  - a. the discussion about the written report of the Management Board concerning the matters of the cooperative and the conducted management;
  - b. the adoption of the annual accounts and the allocation of the results of the cooperative; and
  - c. the approval of the decision from Management Board towards the adoption of the annual accounts of Koninklijke FrieslandCampina N.V.There is further in this meeting dealt with that which the Management Board has placed on the agenda. The items referred to under a, b and c are not required to be placed on the agenda, if the term for the drawing up of the respective annual accounts, and the submission of the report of the Management Board, has been extended or a proposal thereunto has been placed on the agenda.
2. Further, meetings of the Membership Council are held as often as the Management Board deems necessary.
3. The chairperson is authorized to decide that the voting right in the meeting of a Membership Council can be exercised by means of an electronic means of communication. The Management Board of the cooperative establishes the conditions for the use of such means of communication. These conditions shall at all times, if appropriate, be made known by the call to convene of the respective meeting of the Membership Council.
4. The chairperson of the meeting of the Membership Council is authorized to admit persons other than member-councillors to the meeting or a part thereof as determined by him.

5. Unless a notarial official document is drawn up of that as dealt with during the meeting, there are minutes made of this.  
The minutes are wholly or partially adopted by the respective meeting and by way of confirmation signed by the chairperson and the secretary of that meeting or, as the case may be, be adopted a next meeting and by way of confirmation signed by the chairperson and secretary of that next meeting.  
The draft-minutes or, as the case may be, the adopted minutes, are forwarded to the members of the Membership Council.
6. At the written request of at least a such number of member-councillors as are authorized to cast a one-tenth (1/10) part of the votes during the meetings of the Membership Council, which request is required to mention the items to be dealt with, the Management Board is obligated to convene a meeting of the Membership Council with a period of no longer than four (4) weeks.  
If within fourteen (14) days after the aforementioned request no call to convene has been effectuated, each requester can, on behalf of the member-councillors who requested the meeting, effect a call to convene through the placing of an advertisement in a nationally distributed newspaper. Such as referred to in paragraph 8 of this Article further finds an analogous application.
7. In the event, such as referred to in the second sentence of the previous paragraph, the meeting of the Membership Council shall appoint its own chairperson and secretary.
8. The convoking of a meeting of the Membership Council effects by means of a notice to convene a meeting such sent to each member-councillor, one thing and another without impairing that referred to in paragraph 6 of this Article. The period for convening the meeting amounts to at least seven (7) days, the day of notice to convene and that of the meeting not included. A meeting of the Membership Council can be convened in a shorter period than that period referred to in the aforementioned sentence, if the Management Board deems this necessary with a view to the urgency thereof.  
The notice to convene is held in that place and on that point in time where the meeting shall be held, as well as the items to be dealt with, all this without prejudicing that as referred to in Article 27, paragraphs 1 and 2 and Article 42, paragraphs 1 and 2 such concerning an amendment to the Articles of Association and dissolution.

#### **Membership Council meeting. Decision-making process**

##### **Article 26.**

1. About items, which are not included on the agenda, no resolution may be taken in a meeting of the Membership Council if one-tenth (1/10) or more of the number of votes that may be cast in the convened meeting, is cast against a motion to that effect, without prejudice to in the law and these Articles of Association provisions concerning conversion, an amendment to the Articles of Association, merger and dissolution of the cooperative.
2. The Membership Council resolves with an absolute majority of valid vote cast, unless the law of these Articles of Association prescribes a greater majority.
3. By an equality of votes, no resolution shall be realized, unless it concerns the voting on a person's nomination, such as referred to in Article 32, paragraph 1, in which event that person is elected who is as such mentioned on the list of candidates.

#### **SPECIAL RESOLUTIONS OF THE MEMBERSHIP COUNCIL**

**Amendment to the Articles of Association.**

**Article 27.**

1. Without prejudice to that as referred to in paragraph 2 of this Article, an amendment of the Articles of Association can only be effected by a proposal from the Management Board, such with a recommendation from the Chairmen's Council, which is resolved in a meeting of the Membership Council, and then if:
  - a. during a period of at least five (5) days before the meeting of the Membership Council up to the ending of that day, on which the meeting was held, a copy of the proposal to amend the Articles of Association, - in which copy the proposed amendment is mentioned in words -, has been lodged at the office of the cooperative to allow inspection by the members of the cooperative;
  - b. at least fourteen (14) days before the meeting of the Membership Council, the proposal towards an amendment of the Articles of Association has been notified to all members of the cooperative;
  - c. at least fourteen (14) days before the meeting of the Membership Council, the proposal towards an amendment of the Articles of Association has been notified to the member-councillors and the District Councils;
  - d. for the member-councillors meeting referred to under e, district meetings are held in which the proposal towards an amendment to the Articles of Association are placed on the agenda; and
  - e. the resolution towards an amendment of the Articles of Association is taken by the Membership Council with a majority of at least two-thirds (2/3) of the cast votes, in a meeting in which at least two-thirds (2/3) of the member-councillors are present or represented.

If in a meeting, in which a proposal toward an amendment of the Articles of Association has been raised, there are not at least two-thirds (2/3) of the member-councillors present or represented, then there shall, with due regard to the aforementioned provision under a, b and c, a second meeting be convened, such meeting to be held at the very latest of thirty (30) days after the first, which shall then, irrespective of the number of present or represented member-councillors, subject to a majority of two-thirds (2/3) of the cast votes, shall as such be able to take a valid resolution.

2. If in the opinion of the Management Board such is deemed to be within the interests of the cooperative, the Management Board can, after advice from the Chairmen's Council, decide to diverge of the referred to procedure in paragraph 1 of this Article, such that:
  - a. in divergence of the provisions contained under b of that paragraph, at least fourteen (14) days before the meeting of the Membership Council, the proposal toward an amendment of the Articles of Association has been notified to all members of the cooperative with the request to inform of any remarks with respect to this to the District Council of that district to which they belong; and
  - b. in divergence of the provisions contained in under d of that paragraph, the meetings as mentioned there are not required to be held.

If there is diverged from the procedure toward an amendment of the Articles of Association such as mentioned in paragraph 1, then this shall be notified, with the reason(s) therefore, to the members.

3. The advice from the Chairmen's Council such as referred to in paragraphs 1 and 2, is required to be made known by the Chairmen's Council within one month after the Management Board has requested this advice.
4. The required notarial deed containing the amendment to the Articles of Association of the cooperative, can be executed by each member of the Management Board or by an authorized person such designated by the Management Board or the Membership Council.
5. Towards the adoption of the resolutions and towards the amendment of the notes of procedure by the Membership Council, the provisions contained in paragraphs 1, 2 and 3 are applicable.

### **CHAIRMEN'S COUNCIL**

#### **Chairmen's Council.**

##### **Article 28.**

1. The Chairmen's Council has as task to act as a sounding board for the Management Board. The authority is vested in the Chairmen's Council by way of or pursuant the provisions contained in by these Articles, including, but not limited to the effecting of binding recommendations for the nominating of members of the Management Board as referred to in Article 32, paragraph 1.  
Further, the Chairmen's Council is heard with respect to decisions from the Management Board such as referred to in Article 35, paragraph 2.
2. The Chairmen's Council is comprised of the chairpersons of the District Councils, who are also a member of the membership council. If a District Council has a vice-chairperson they do not have the right to replace the chairperson of the District Council as a member of the Chairmen's Council.  
The membership of the Chairmen's Council is incompatible with the membership of the Management Board. The chairman of the District Council of a cooperative district may be represented in the Chairmen's Council by written proxy.
3. A person who is a spouse, registered partner and/or blood relative or relative by marriage in the first or second degree of a member of the Management Board and/or the Chairmen's Council, then that person cannot be a member of the Chairmen's Council.
4. At the arising of a family relationship, such as referred to in paragraph 3 of this Article, during the term of office, it shall be determined, in mutual consultation, who has to retire.  
By a default thereof, the youngest in age retires.  
Retirement takes place at the end of the term of office year.
5. The chairperson and the vice-chairperson(s) of the Chairmen's Council are appointed from the midst of the Chairmen's Council.
6. The Management Board is obligated to furnish the Chairmen's Council with all the requisite information for the exercising of its competences.

#### **Chairmen's Council. Meetings.**

##### **Article 29.**

1. The Chairmen's Council meets at least twice (2x) per year and in any event when there is pursuant to these Articles or otherwise a resolution required from the Chairmen's Council. Minutes are made of that dealt with in the meetings by a person such appointed by the chairperson.

2. The Chairmen's Council resolves by an absolute majority of votes. Each member of the Chairmen's Council has one vote in the Chairmen's Council meeting.
3. If a member of the Chairmen's Council has a direct or indirect personal conflict of interest with the company, he shall not participate in the deliberations and the decision-making process concerned in the Chairmen's Council. If as a result thereof no resolution of the Chairmen's Council can be adopted, the resolution is adopted by the Membership Council.
4. The chairperson, as well as at least two (2) members of the Chairmen's Council, are equally authorized to convene a Chairmen's Council meeting, without prejudice to the provisions contained in paragraph 5, last sentence.
5. The Chairmen's Council meetings are held at that place to be determined by that/those person(s) who convokes/convoke the meeting.
6. The period for convening the meeting amounts to at least seven (7) days, not including the day of the call nor the day of the meeting.

The call to convene effects in writing such forwarded to each of the members of the Chairmen's Council. The notices to convene mention the place and the time of commencement of the meeting, as well as the items to be dealt with.

If any one of the aforementioned prescriptions has not been met, the Chairmen's Council can nonetheless make legally valid resolutions, provided that at least two-thirds (2/3) of the number of members of the Chairmen's Council are present at the meeting and none of the members of the Chairmen's Council oppose the taking of a resolution. A meeting of the Chairmen's Council can be convened in a shorter period than mentioned in the first sentence of this Article at the request of the Management Board. The notice to convene does, in that event, not have to be in writing.

7. Without prejudice to that stipulated in paragraph 6, fourth sentence of this Article, resolutions in the meeting of the Chairmen's Council can only be taken if more than half of the number of members of the Chairmen's Council is present.  
Resolutions are taken with an absolute majority of the cast votes. By an equality of votes, the motion is rejected. A member of the Chairmen's Council can be represented in a meeting of the Chairmen's Council, with due observance of Article 28 paragraph 2.
8. The Chairmen's Council can also adopt resolutions outside the meeting, provided in writing or by means of electronically transmitted legible and reproducible notifications (including email) and all members of the Chairmen's Council entitled to vote have consented to adopting the resolution outside a meeting. Article 29 paragraph 2 and 3 shall equally apply to adoption by the Chairmen's Council of resolutions without holding a meeting.  
Of each resolution taken outside of a meeting, this is notified in the next Chairmen's Council meeting, in which meeting the written cast votes are available for inspection by the members of the Chairmen's Council.

## **MANAGEMENT BOARD**

### **Management Board. General.**

#### **Article 30.**

1. The cooperative is managed by a Management Board comprised of a number, to be determined by the Membership Council, of at least seven (7) and at most nine (9) natural persons.

Only members of the cooperative, officers of a legal person or a partnership with legal personality as referred to in Article 3, paragraph 1, under b, or shareholders of a special (cooperative) member as referred to in Article 3, paragraph 1, under c, can be members of the Management Board. Members of the District Council, members of the Membership Council and members of the Chairmen's Council and the proxies referred to in Article 20, paragraph 3, and Article 24, paragraph 6, cannot simultaneously be a member of the Management Board.

2. The Management Board selects a chairperson and a vice-chairperson from its midst. The Management Board shall, either or not from its midst, designate a secretary.
3. The Management Board is charged with the management and the directive control of the affairs of the cooperative and the implementation of the resolutions from the Membership Council.

The Management Board is, with due regard to the objective of the cooperative, competent to effect all juristic acts, with the exception of those, which pursuant to these Articles of Association are subject to any other body of the cooperative.

#### **Management Board. Meetings.**

##### **Article 31.**

1. The chairperson of the Management Board conducts the meetings of the Management Board.  
By absence of the chairperson, the vice-chairperson shall act as chairperson of the Management Board meeting.
2. In the meetings of the Management Board, each member of the Management Board casts one vote.  
Abstained votes and invalid votes shall be deemed to have not been cast.
3. On matters there will be voted orally, on persons there will be voted in writing with sealed unsigned ballots.  
Voting in another manner is permitted, provided that none of those present oppose this.
4. Resolutions by the Management Board are taken with an absolute majority of votes, unless these Articles stipulate otherwise.
5. No resolutions can be taken if the majority of the number of members of the Management Board is not present at the meeting.
6. If a member of the Management Board has a direct or indirect personal conflict of interest with the company, he shall not participate in the deliberations and the decision-making process concerned in the Chairmen's Council. If as a result thereof no resolution of the Chairmen's Council can be adopted, the resolution is adopted by the Membership Council.
7. Members of the Management Board cannot have themselves be represented at the meeting.
8. By an equality of votes, the respective item is raised again during the next meeting of the Management Board. If during that next meeting the votes are once again equally divided, no resolution shall be adopted.
9. The minutes of that dealt with at the meeting are wholly or partially adopted either by (i) the respective Management Board meeting and in confirmation thereof undersigned by the chairperson of that meeting and that person who takes the minutes of that meeting, or (ii)

by a next Management Board meeting and in confirmation thereof undersigned by the chairperson of that meeting and the person who takes the minutes of that meeting.

The adopted minutes, respectively draft-minutes are forwarded to the Management Board members.

10. The Management Board can also adopt resolutions outside the meeting, provided in writing or by means of electronically transmitted legible and reproducible notifications (including email) and all members of the Management Board entitled to vote have consented to adopting the resolution outside a meeting. Article 31 paragraph 4 shall equally apply to adoption by the managing board of resolutions without holding a meeting.

#### **Management Board. Election of members to the Management Board.**

##### **Article 32.**

1. The members of the Management Board are appointed by the Membership Council through a binding recommendation from the Chairmen's Council. The binding recommendation from the Chairmen's Council shall be prepared by the election committee such as referred to in paragraph 2 of this Article. For each appointment, the Management Board draws up a profile for the member of the Management Board that must be appointed.  
The Membership Council is authorized to draw up appointment rules of procedure for the members of the Management Board. The membership of the Management Board is incompatible with the membership of the Chairmen's Council. The members of the Management Board can at any time be suspended or removed by the Membership Council.
2. The selection committee is composed of five (5) persons. One (1) person is appointed by and from the Chairmen's Council, two (2) persons by and from the Membership Council and two (2) persons by and from the Management Board. The person who is appointed by and from the Chairmen's Council and the persons, who are appointed by and from the Membership Council, are appointed for a term of four (4) years. The members of the selection committee who are also a member of the Management Board retire every two (2) years, such accordant to a retirement schedule.
3. A binding recommendation, such as referred to in paragraph 1 of this Article, can be set aside through a resolution by the Membership Council, such taken with a two-thirds (2/3) majority of the cast votes.
4. If a recommendation, such as referred to in paragraphs 1 and 2 of this Article, is rejected by the Membership Council or is lacking, the Chairmen's Council is afforded the opportunity to propose a new recommendation within four (4) months.
5. A person who is a spouse, registered partner and/or blood relative or relative by marriage in the first or second degree of a member of the Management Board and/or the Chairmen's Council, cannot be appointed as a member of the Management Board.
6. If in a meeting persons are elected who are related by family, such as referred to in paragraph 5 of this Article, the oldest in age is appointed.
7. At the arising of a family relationship, such as referred to in paragraph 5, during the term of office, there shall be determined, in mutual consultation, who will have to retire.  
By a default thereof, the youngest in age retires.  
Retirement takes place at the end of the term of the office year.

#### **Management Board. Suspension. Absence or Inability to Act.**

##### **Article 33.**

1. If the Membership Council has suspended a member of the Management Board, the Membership Council is required to resolve, within three (3) months after the suspension has become effective, either that of removal, cancellation or maintaining of the suspension; by a default thereof, the suspension lapses.  
A resolution toward the upholding of the suspension can only be taken once and the suspension can then only be maintained for three (3) months at most such effective on that day, on which the Membership Council took the resolution towards maintaining the suspension.  
If the Membership Council has not, within the aforesaid sentence set period, resolved toward a retirement or cancellation of the suspension, the suspension lapses.
2. In the event of an absence or an inability to act of one or more members of the Management Board, the remaining members of the Management Board, or the sole remaining member of the Management Board, are/is temporarily charged with the entire management.  
In the event of an absence or inability to act of all the members of the Management Board, the Chairmen's Council is authorized to temporarily charge five (5) of its members at most with the tasks of the Management Board.  
In the event of absence, the Membership Council shall, on the initiative of the Chairmen's Council, further and as quickly as possible endeavour and take the necessary measures in order to effect a final arrangement, one thing and another with due heed of the provisions contained in Article 32.

**Management Board. Term of office. Remuneration.**

**Article 34.**

1. Each member of the Management Board has in his first term a seat for a term of four (4) years.  
A retiring member of the Management Board is after his first term immediately eligible for re-election for a second term for a period of four (4) years, and thereafter for a third term for a period of two (2) years, which third term may be extended with two (2) years after an evaluation with the Management Board. The retiring chairperson of the Management Board is also eligible for two (2) re-elections, with the understanding that if he acts as chairperson in his third term - regardless of whether he acted as chairperson in his first and/or second terms - he is eligible for re-election for a fourth term for a period of two (2) years, which fourth term may be extended by another two (2) years after evaluation with the Management Board, all without prejudice to that stipulated hereafter in this Article.
2. An interim vacancy is required to be filled as quickly as possible.  
Meanwhile, the Management Board remains legally constituted.  
That person, who is appointed to fill an interim vacancy, is appointed for at most the remaining duration of the appointment term of the member of the Management Board whose vacancy was filled. If this remaining period exceeds half of that term, it shall be subject to application of that as referred to in the first paragraph of this Article such being as full first appointment term. If the remaining period is half of that term or less, then that stipulated in the first paragraph of this Article does not count, and there as such applies an immediate reappointment for the first appointment term.

3. Unless it concerns a chairperson who is reappointed pursuant to that stipulated in paragraph 1, third sentence, a member of the Management Board retires on the conclusion of the next annual meeting of the Membership Council, following that year during which he was twelve (12) years - through re-election - uninterruptedly a member of the Management Board of the cooperative, such subject to, that the period that a person was a member of the Management Board does not count within the scope of the fulfilling of an interim vacancy.  
Such member of the Management Board is not re-electable.
4. The Membership Council may determine a remuneration policy for the members of the Management Board, after hearing the Chairmen's Council. The Management Board annually accounts to the Membership Council about the remuneration of individual members of the Management Board during the previous financial year.

**Special Management Board resolutions.**

**Article 35.**

1. Subject to the approval of the Membership Council are:
  - A. all resolutions of the Management Board concerning the exercising of the right to vote of the shares held by the cooperative in the capital of Koninklijke FrieslandCampina N.V., concerning the granting of approval to resolutions from the Executive Board of Koninklijke FrieslandCampina N.V. concerning or related to:
    - a. (i) the transfer of the company, Koninklijke FrieslandCampina N.V., or nearly the entire company to a third party;
    - (ii) the entering into or the break off of a sustainable partnership of Koninklijke FrieslandCampina N.V. or a subsidiary company with another legal person or company, or as a fully liable partner in a limited partnership or commercial partnership, if this collaboration or break off is of major significance for Koninklijke FrieslandCampina N.V.; and
    - (iii) the taking or disposal of a participation in the capital of a company to an amount of at least a third of the amount of the assets according to the balance with explanatory note or, if Koninklijke FrieslandCampina N.V. draws up a consolidated balance, according to the consolidated balance with explanatory note of the last adopted annual accounts of Koninklijke FrieslandCampina N.V., by it or a subsidiary company;
  - b. insofar not falling under one of the aforementioned under a, referred categories:
    - (i) the effecting of (dis)investments by Koninklijke FrieslandCampina N.V., one of her dependant companies, subsidiaries, group companies and/or participations which exceed an interest of one hundred million euro (EUR 100,000,000); and
    - (ii) the effecting of acquisitions with an acquisition which is price greater than five hundred million euro (EUR 500,000,000);
  - c. insofar the respective juristic act or resolution is not already included in the referred categories under the letters a or b, resolve to:
    - (i) to the extent it concerns a value exceeding one hundred million euro (EUR 1,000,000,000), a proposal to issue and the issue and acquiring

- of shares in and debt instruments payable by Koninklijke FrieslandCampina N.V. or of debt instruments payable by a limited partnership or commercial partnership of which Koninklijke FrieslandCampina N.V. is a fully liable partner, as well as a proposal toward the granting of rights for the taking of shares, a proposal toward the fixing of the price and further conditions of issue or, as the case may be, the granting of rights toward the taking of shares, a resolution for the acceptance of payment on shares in foreign currency, a proposal toward the limiting or exclusion of the pre-emptive right and a proposal toward a reduction in the subscribed capital;
- (ii) to apply for a listing or delisting of the listing of the under c (i) referred to debt instruments with a value exceeding one hundred million euro (EUR 100,000,000) and shares in the official list of any stock exchange;
- d. determining of the provisions policy to be conducted by Koninklijke FrieslandCampina N.V.;
- B. all resolutions of the Management Board concerning the exercising of the voting right over shares held by the cooperative in the capital of Koninklijke FrieslandCampina N.V. concerning or connected with:
- a. a proposal for an amendment of the Articles of Association of Koninklijke FrieslandCampina N.V.;
- b. a proposal for the dissolution of Koninklijke FrieslandCampina N.V.;
- c. filling a winding-up petition and an application for a suspension of payment(s), both insofar it concerns Koninklijke FrieslandCampina N.V. as well as one of its dependent, subsidiary and/or group companies and/or participations;
- d. other resolutions concerning a significant change to the identity or the character of Koninklijke FrieslandCampina N.V. or the company;
- e. the adoption of the annual accounts of Koninklijke FrieslandCampina N.V.;
- and
- f. the appointment of the accountant of Koninklijke FrieslandCampina N.V., as well as the withdrawal of the instruction such given to him.
2. The Management Board further hears the Chairmen's Council before the Management Board takes a resolution such as referred to in paragraph 1 of this Article toward an approval of the resolution from the Executive Board of Koninklijke FrieslandCampina N.V. concerning the entering into or termination of continuing collaboration of a sustainable partnership of Koninklijke FrieslandCampina N.V. or a subsidiary with another legal entity or partnership or as general partner with full liability or a limited partnership if such collaboration or termination of such a collaboration is of major significance for Koninklijke FrieslandCampina N.V.
3. A suspension of the approval, such as referred to in paragraph 1, can neither be opposed by the cooperative, nor to the cooperative.

**Right of initiative.**

**Article 36.**

On the proposal of at least fifty (50) members of the cooperative, including shareholders of a special (cooperative) member as referred to in Article 3, paragraph 1, under c, the Management

Board can be requested in writing with mention of the reasons for taking into consideration items to be dealt with which are in the interest of the cooperative. As to whether such initiative shall be followed up, is at the exclusive decision of the Management Board. The Management Board informs the Membership Council on an annual basis with respect to the number and nature of submitted requests and the manner of decision-making of the Management Board as regards this. The Management Board shall with the approval from the Membership Council draw up a right of initiative rules of procedure for the members in which there is further indicated as to which items shall either or not be eligible for the right of initiative. These rules also comprise the procedure to this effect.

**Representation.**

**Article 37.**

The cooperative is judicially and extra judicially represented by the Management Board or by two (2) jointly acting members of the Management Board, including the chairperson or the vice-chairperson.

**Internal regulations.**

**Article 38.**

The Membership Council, on a proposal from the Management Board, adopts internal regulations with further rules on the functioning of the bodies of the cooperative.

**FINANCIAL REPORTING AND RESULTS**

**Financial year.**

**Article 39.**

The financial year of the cooperative coincides with a calendar year.

**Annual accounts.**

**Article 40.**

1. Annually, within five (5) months following the ending of the financial year, - except for an extension of this period by at most four (4) months by the Membership Council on the grounds of special circumstances - the Management Board draws up the annual accounts of the cooperative, which is submitted to the Membership Council for adoption.  
The annual accounts of the cooperative is accompanied by the statement from the accountant, such as referred to in paragraph 3 of this Article, so that the instruction intended for this has been issued, of the report of the Management Board and of the other information such referred to in Article 392, paragraph 1, Book 2, Burgerlijk Wetboek (*Civil Code*), however, for that concerning the other information, insofar the provisions contained in there is applicable to the cooperative.  
The annual accounts of the cooperative are undersigned by all members of the Management Board; if one of more of their signature(s) is/are missing, the reason for this is stated.
2. The Management Board shall ensure that the drawn up annual accounts, the report of the Management Board and the other information of the cooperative, such as referred to in paragraph 1 of this Article, from the day of the notice to convene up to the meeting of the Membership Council, purposed toward their dealings, is available at the office of the cooperative.
3. The cooperative gives instruction to a chartered accountant or an another specialist, such as referred to in Article 393, Book 2, Burgerlijk Wetboek (*Civil Code*), both to be referred to

as: accountant, to audit the drawn up financial accounts of the cooperative from the Management Board, accordant to the provisions contained in Article 393, paragraph 3, Book 2, Burgerlijk Wetboek (*Civil Code*).

Until the issue of the instruction, the Membership Council remains competent, or, if it does not proceed with this, the Management Board.

The instruction issued to the accountant can at all times be withdrawn by the Membership Council as well as by the Management Board if it has issued the instruction.

The accountant shall report to the Management Board on his audit and shall express the outcome of his audit in a statement.

4. The annual accounts of the cooperative are adopted by the Membership Council.

After the proposal towards the adoption of the financial accounts of the cooperative has been dealt with, the proposal shall be made to the Membership Council to grant discharge to the members of the Management Board for the policy conducted by them during the respective financial year for insofar, with respect to this, it is apparent from the annual accounts of the cooperative that notifications have been effected in the Membership Council.

If the Membership Council has been unable to take cognizance of the accountant's statement, the annual accounts of the cooperative cannot be adopted, unless in the other information, such referred to in paragraph 1 of this Article, it is mentioned that and why this statement is lacking.

5. a. Concerning any appropriation by an apparent credit balance of the cooperative, the Membership Council shall resolve by a motion from the Management Board.
- b. (i) If the Membership Council resolves toward the payment of a part of or the entire credit balance, there is firstly, where possible, an amount paid out over each member certificate equal to the percentage in the following sentence, multiplied by their nominal amount. The percentage as referred to in the previous sentence is equal to the mean of EURIBOR percentages for cash loans with a term of six (6) months - such weighted over the number of days for which the percentages apply - during the financial year over which the payment effects, with a three-yearly, by the Executive Board of Koninklijke FrieslandCampina N.V. to be determined, number of base points. If the achieved credit balance in any financial year is not sufficient to effect this payment, the payment shall be made from the general reserve. If the balance of the general reserve is not sufficient to make this payment, the provisions of this paragraph 5 under (b) shall first apply within the following years after the shortfall has been caught up with. Without prejudice to the provisions of paragraph 6 of this Article, no further payments shall effect over the member certificates. The decision of the Executive Board of Koninklijke FrieslandCampina N.V. requires the approval from the Supervisory Board, from the Management Board (in its capacity of shareholder) and from the Membership Council.
- (ii) If after the application of this part b (i) the remaining credit balance is paid out to the members and the former members of which the membership of the cooperative has ended in the financial year to which the annual accounts

pertain, such proportional to the value of the milk delivered by them at the end of the financial year to which the annual accounts pertain, which value is calculated as if it concerned standard milk, irrespective as to whether the respective member has delivered standard or special milk, unless there has with a member been otherwise agreed with respect to the determination of the value and/or the value of the milk as delivered by that member, for which solely the Management Board is competent. Such payment may also be other than cash. The Membership Council can on the proposal from the Management Board decide that such payment effects to members other than in money and to senior members in money, and vice versa.

6. The Management Board may resolve to make an interim distribution on the member certificates from the profits of that current financial year as well as to make a distribution on the member certificates that is charged to the general reserve. The amount of a distribution as referred to in the preceding sentence shall be deducted from the amount referred to in paragraph 5 under b (i) of this Article.

## **DISSOLUTION**

### **Dissolution. General.**

#### **Article 41.**

1. The cooperative is dissolved:
  - a. by a resolution from the Membership Council thereunto, such as referred to in Article 42 paragraph 1;
  - b. by insolvency, after that it has been put into liquidation, or through the completion of the liquidation because of the condition of the assets and liabilities;
  - c. in the event of law, as ruled by a court;
  - d. through the entire absence of members.
2. The dissolution is listed in the Commercial Register maintained by the Chamber of Commerce.

In the event, such referred to in paragraph 1, under a of this Article, there is effected for this by those who are charged with the liquidation, in the event referred to in paragraph 1, under b of this Article, by the liquidator in the liquidation, in the event referred to in paragraph 1, under c of this Article, by the registrar of the court before which the matter was last pending, and in the event as referred to in paragraph 1, under d of this Article, by the liquidators.
3. If the cooperative is dissolved due to an entire lack of members, then there are at the request of a party concerned or on demand from the Public Prosecution Service, liquidators appointed by the court.

### **Dissolution. Decision-making.**

#### **Article 42.**

1. The dissolution of the cooperative in the manner as referred to in Article 41, paragraph 1, under a, can only take place through the resolution of the Membership Council to which there is convened with the notification that there shall at this be a motion for the dissolution of the cooperative.
2. The period for the notice to convene up to such meeting, is at least twenty-eight (28) days, not counting the day of the notice to convene nor the day of the meeting.

3. The Membership Council can only resolve toward dissolution with a majority of at least two-thirds (2/3) of the cast votes.
4. In the event of a dissolution of the cooperative through a resolution thereunto of the Membership Council, the liquidation effects through the Management Board of the cooperative, unless by a resolution toward dissolution other liquidators are designated.

**Dissolution. Lack of members.**

**Article 43.**

1. In the event of a dissolution through an entire want of members, the credit balance lapses to those members who have ceased to be a member less than five (5) years before the dissolution. If also those persons are absent, then the credit balance lapses to those members who have ceased to be a member less than six (6) years before the dissolution; if they are also wanting, then to those members, who have ceased to be a member less than seven (7) years before the dissolution, and so successively. Those who are entitled to a payment from the credit balance, proportionally share in this through the milk delivered by them to the cooperative, in the manner such as determined by the liquidators.
2. If, in the event of a dissolution of the cooperative, there remains a credit balance, firstly, insofar as possible, the nominal amount of the member certificates shall be paid out to those holders of member certificates such proportional to their holding, increased with the in previous years too little thereupon paid out amount, such as referred to in Article 40, paragraph 5 b (i), and with a such amount calculated over the period after the ending of the last financial year over which the annual accounts have been adopted. Insofar as possible, the holders of milk certificates shall subsequently be paid such part of the nominal amount of the milk certificates that is proportional to their holding of milk certificates. The then remaining amount is paid out to the members, such proportional to the value of the milk delivered by them over the last three (3) financial years up to and including the point in time of dissolution, which value is calculated as if it concerned standard milk, irrespective as to whether the respective member has delivered standard or special milk. Payments as referred to in this paragraph can also be effected other than in money.

**Transitional Provision.**

**Article 44.**

In deviation of article 30, paragraph 1, second sentence, Sijbren Sijmen Uiltje Attema, born in Wymbritseradeel, the Netherlands on the thirteenth day of January nineteen hundred and sixty, a former member of the cooperative, can be appointed by the Membership Council as a member of the Management Board. In deviation of article 34, he can be appointed for a period ending not later than per the moment immediately following the close of the Membership Council meeting held in December two thousand and twenty-seven. This article and its heading will lapse per the moment aforementioned person ceases to be a member of the Management Board, which appears from deregistration from the Dutch Trade Register.

**Transitional Provision.**

**Article 45.**

In derogation from the provisions of Article[s 30, paragraph 1, second sentence, and] 34, [*name of Nominated Director*] may be appointed by the Membership Council as a member of the Management Board with effect from one January two thousand and twenty-six for a period ending not later than the time immediately following the close of the Membership Council meeting to be

held in December two thousand and twenty-nine. This article and its heading will lapse per the moment aforementioned person ceases to be a member of the Management Board, which appears from deregistration from the Dutch Trade Register.

**Transitional Provision.**

**Article 46.**

On one January two thousand and twenty-six (the '**Merger Date**'), FrieslandCampina CV, a cooperative company incorporated under Belgian law ('**FrieslandCampina CV**') joined FrieslandCampina as a special (cooperative) member as referred to in Article 3, paragraph 1, under d (the '**Cooperative Merger**'). Without prejudice to the provisions of article 40, paragraph 5, the Management Board, in the context of the Cooperative Merger, may decide to make a distribution charged to the general reserve to FrieslandCampina CV.

This Article 46 and its heading will lapse after expiry of three years after the Merger Date.

**Transitional Provision.**

**Article 47.**

In derogation from Article 24, paragraph 1, last sentence, the sole member of the District Council of a cooperative district, who is a member of the Membership Council, is entitled to one vote in the Membership Council for every ten million (10,000,000) full kilograms of milk delivered to the special (cooperative) member during the twelve (12) months preceding the Merger Date by the shareholders of the special (cooperative) member who geographically operate their dairy farms within the same boundaries as the cooperative district concerned. This Article 47 and its heading lapse after expiry of one year after the Merger Date.

Annex 4 Merger FrieslandCampina Articles

**EXECUTION COPY**

**UNOFFICIAL TRANSLATION OF THE ARTICLES OF ASSOCIATION AS PER SUCCESSIVE  
CROSS-BORDER MERGER**

**ARTICLES OF ASSOCIATION**

of:

Zuivelcoöperatie FrieslandCampina U.A.  
with seat in the municipality of Amersfoort

In these Articles of Association, the following terms shall have the following meaning:

delivery agreement	:	the agreement, to be determined by the Management Board and to be concluded between the cooperative and each of its members, regarding the obligation to deliver standard or special milk to the cooperative or to a third party specified by the cooperative; the milk price regulation is part of this agreement;
Koninklijke FrieslandCampina N.V.	:	the public limited liability company, Koninklijke FrieslandCampina N.V., located in Amersfoort;
members	:	the members of the cooperative, which form part of the member categories as referred to in Article 3, paragraph 1, under a through c;
Milk	:	unless explicit evidence to the contrary standard milk and special milk;
milk certificates	:	milk certificates as referred to in Article 10.d with the rights and obligations attached thereto by or pursuant to these Articles of Association, the Regulation for the payment of milk and the milk certificates regulations;
milk certificates regulations	:	the milk certificates regulations as referred to in Article 10.d, paragraph 3;
Regulation for the payment of milk	:	the regulation for the payment of milk and the regulations concerning biological milk for farmers which regulations exist separately;
special milk	:	milk from cows which is regarded by the Management Board as milk with special properties;
standard milk	:	milk from cows, unless it concerns special milk;
the appeals committee	:	the committee to which an applicant for membership of the cooperative or a member of the cooperative, respectively, can lodge an appeal with respect to the decision made by the Management Board to refuse membership, cancel membership, or disqualify members from membership;
the cooperative	:	Zuivelcoöperatie FrieslandCampina U.A., located in Amersfoort.

Unless it expressly appears otherwise, a term used in these Articles of Association in the plural has, with corresponding adjustment of the stated term, the same meaning in the singular and vice versa.

With respect to all items for which these Articles of Association could give rise to misunderstanding and provisions which could be open to different interpretations, the Management Board decides.

Unless, by way of these Articles of Association or pursuant to a resolution adopted by the Membership Council, another body of the cooperative is designated for this purpose, the Management Board can determine one or more regulations, in which items are regulated that are either not or not fully provided for in these Articles of Association.

Regulations may not contain provisions which violate the law or these Articles of Association.

### **NAME, REGISTERED OFFICE, OBJECTIVE AND TERRITORY**

#### **Name and registered office.**

##### **Article 1.**

1. The name of the cooperative is: Zuivelcoöperatie FrieslandCampina U.A.
2. It has its registered seat in Amersfoort.

#### **Objective and territory.**

##### **Article 2.**

1. The objectives for which the cooperative has been established are:
  - a. to provide for the material needs of its members pursuant to agreements concluded with them in the company Koninklijke FrieslandCampina N.V. which it exercises for this purpose for the benefit of its members; and
  - b. to manage and finance its subsidiary companies, consortia and participating interests and to provide securities and financial guarantees for its own debts as well as for the debts of third parties, including, without being limited to, debts of the aforementioned subsidiary companies, consortia and participating interests, as well as all activities which are incidental to or which may be conducive to any of the foregoing.
2. The cooperative can enter into agreements with other parties that are similar to those it may conclude with its members, though not to such a degree that the agreements with the members are of lesser significance.
3. The cooperative is authorized through a resolution of the Management Board to amend the agreements concluded with its members such as referred to in paragraph 1, under a.
4. The Management Board determines the cooperative's geographic territory.

### **MEMBERSHIP**

#### **Membership. General.**

##### **Article 3.**

1. The following can be admitted as members of the cooperative:
  - a. natural persons who are effectively involved in the operating of a dairy cattle company;
  - b. legal persons, or partnerships with legal personality, which are effectively involved in the operating of a dairy cattle company and the Articles of Association whereof comply with the requirements set by the Management Board;

- c. special members, being legal persons, or partnerships with legal personality, working within the area of milking, processing milk or selling milk.

Members may not be:

- (i) natural persons and legal persons, or partnerships with legal personality, which are bankrupt or have been granted a (temporary) suspension of payment(s);
  - (ii) natural persons who are legally incompetent.
2. The Management Board shall determine whether a member is effectively involved in the operation of a dairy cattle company.
  3. The Management Board shall decide about the principles of the policy to admit new members, subject to the Membership Council's approval. The Management Board can make admittance subject to conditions for the payment of membership fees.
  4. The membership of a natural person shall be personal and not open to transfer or passing. The membership of a legal person, or a partnership with legal personality, shall not be open to transfer. The membership of a legal person, which ceases to exist on account of a merger or division, shall not transfer to the acquiring legal person, unless the Management Board has granted prior permission thereto.
  5. On the basis of the membership, the members shall have the rights and obligations provided for by law and in these Articles, including, but not limited to:
    - a. the obligation to supply milk to the cooperative, or to a third party as specified by the cooperative, such as provided for in Article 9;
    - b. the right to use the free members' account held by the cooperative, as provided for in Article 10.a;
    - c. the right to exercise one's voting right at district meetings and attending these meetings, as referred to in Article 22;
    - d. the right to use the right of initiative as provided for in Article 36;
    - e. the right to inspect the cooperative's annual accounts and to receive a copy thereof at no cost, and the right to receive the cooperative's members magazine.
  6. Former members whose membership has ended through cancellation by the former member himself/herself or by the cooperative, pursuant to Article 7, due the fact that the former member is no longer involved in the operating of the dairy cattle company, shall acquire a so-called cessation of dairy farming. On the basis of this cessation of dairy farming, they shall retain the right to attend the district meetings, the right to inspect and receive a copy of the cooperative's annual accounts at no cost, and the right to receive the cooperative's members magazine.

#### **Partnerships and membership.**

##### **Article 4.**

1. If several persons, natural persons or legal persons, who are effectively involved in the operating of a dairy cattle company as referred to in the aforementioned Article, announce that they jointly operate the dairy cattle company in any form of partnership - without it being significant in which form this is done, but solely the notification from each of them that this concerns a joint operation - each of them may be admitted as a member of the cooperative, on the condition that the principles contained in the policy providing for the admittance of new members, as referred to in Article 3, paragraph 3, are observed. Every participant in the partnership shall be under the obligation to inform the Management Board

in writing, without delay, about the composition of the partnership and all the changes therein, as long as at least one of them is a member of the cooperative.

2. If not all, but only one or several persons, who participate in the partnership as referred to in paragraph 1 of this Article, become(s) a member/members, then this/these person(s) shall exercise and hold all rights and obligations as if he/they was/were the sole holder(s) of all the cows kept by that dairy cattle company and as if all the milk from these cows was drawn by him/them.
3. If all persons who participate in the partnership as referred to in paragraph 1, become members, they shall not only be bound to meet their own obligations as a member towards the cooperative, but they shall also be jointly and severally liable towards the cooperative for the obligations of all other members who participate in the partnership involved.
4. If more than one member participates in a partnership, then each member shall be deemed to have an equal part in the delivered quantity of milk of this partnership, unless the respective members desire another apportionment, which shall then be required to be jointly submitted by them in writing to the Management Board and which shall be effective as from the next payment period.
5. If more than one member participates in a partnership, the amounts payable by the cooperative in respect of the quantity of milk delivered by the partnership minus any deductions thereon shall be transferred to one or more bank or giro account(s) designated by or on behalf of the members.  
Through the payment of monies in the aforementioned manner and with due observance of any notification as referred to in paragraph 4 of this Article, the cooperative shall be legally discharged towards all those members who participate in the partnership.
6. If one or more members convert and transfer their dairy cattle company, in whatever legal form, into a public limited company or a private company with limited liability, and the member/the members is/are wholly, or nearly wholly, entitled, in the same proportion, to the capital of the converted and transferred company, then that company shall be admitted as a member of the cooperative, on the condition that the principles of the policy in respect of the admittance of new members as referred to in Article 3, paragraph 3, are observed.
7. If all those persons who participate in a public limited company or a private company with limited liability, as referred to in paragraph 6 of this Article, become a member, they shall be jointly and severally liable towards the cooperative for meeting the obligations on the part of the company in its capacity of member of the cooperative.

#### **Application for membership.**

##### **Article 5.**

1. a. The application for admittance as a member must be in writing and addressed to the Management Board, using a form to be drawn up by the Management Board for such purpose.  
The form also contains a reference to the text of the delivery agreement.  
A copy of the delivery agreement is made available to the applicant. The delivery agreement provides, amongst other things, that with respect to the delivery of milk, the provisions contained in the delivery agreement as they read at the time of commencement of the membership, or as these shall read following any

amendments thereto by the cooperative's competent authority, respectively, shall be applicable to the applicant.

The applicant shall furnish all information which is deemed to be required by the Management Board.

- b. The Management Board shall come to a decision within two (2) months concerning the application submitted by a natural person as provided for in Article 3, paragraph 1, under a, and by a legal person or a partnership with legal personality such as provided for in Article 3, paragraph 1, under b.
  - c. The Management Board shall, after having first consulted the Membership Council, reach a decision with respect to the application for membership or a special member, being a legal person, as provided for in Article 3, paragraph 1, under c.
2. The Management Board shall, within three (3) months following receipt of the form as referred to in paragraph 1, under a, of this Article, notify the applicant in writing whether he shall be admitted, or be refused admittance.

In the event of a refusal, the candidate involved has the right to appeal to the appeals committee within thirty (30) days following receipt of the written notification that membership has been refused.

The appeals committee shall consist of three (3) members and two (2) substitute members. The Membership Council shall appoint two (2) members and two (2) substitute members from its midst as members of the appeals committee and the Chairmen's Council shall appoint one of its members as chairperson of the appeals committee. The Management Board shall, with the approval of the Membership Council, draw up rules of procedure for the appeals committee in which the working procedure and decision-making process of that committee shall be provided for.

3. The membership shall commence on a date as determined by the Management Board.
4. The Management Board shall maintain a membership register, not computerised, partly computerised or fully computerised, in which the names of the members and their addresses shall be entered.

Each member is required to provide the Management Board with his address and any change of address. The register shall be available to the members for inspection, as far as it concerns their own information.

#### **End of membership. General.**

##### **Article 6.**

1. The membership shall end:
  - a. as far as natural persons are concerned, by their death;
  - b. as far as legal persons or a partnership with legal personality are concerned, upon dissolution;
  - c. upon cancellation by the member;
  - d. upon termination by the cooperative;
  - e. by disqualification;
  - f. a legal person ceases to be a member as a result of a merger or division on account of which this legal person ceases to exist.

2. If the membership ends as a result of a death, the deceased member's assignees shall be entitled to continue the delivery of milk to the cooperative for a further twelve (12) months under the same conditions as those applicable to the deceased member.  
In special cases, the Management Board may determine another period and possibly attach conditions thereto.
3. To members ending their membership of the cooperative by cancellation as provided for in paragraph 1, under c, a severance payment can be granted by the Management Board. The Management Board shall lay down the conditions applicable to the granting of such severance payment and the other modalities of the severance scheme in regulations.

**End of membership. Termination and disqualification.**

**Article 7.**

1. Notice of termination of the membership by a member shall be given in writing as at the first day of January of the year following the year of termination, with due observance of a period of notice of three (3) months.
2. The member who terminates the membership shall receive written confirmation thereof from the Management Board.  
If the termination is not confirmed within forty (40) days, the member shall be authorized to repeat the termination for the account of the cooperative, by means of a bailiff's notification.
3. Notice of termination on behalf of the cooperative may be given on any day of the month by giving at least thirty (30) days prior notice, to take effect from the end of the notice period used, without prejudice to the provisions contained in paragraph 6, but only:
  - a. if the membership requirements referred to in Article 3 no longer apply;
  - b. if the cooperative cannot reasonably be required to continue the membership;
  - c. when a member has been declared bankrupt or has been granted a suspension of payment(s);
  - d. if a member - in the opinion of the Management Board - remains in default to meet an effective obligation towards the cooperative, or continues to fail to observe obligations towards the cooperative;
  - e. if a partnership as referred to in Article 4, is dissolved, if the composition of the partnership changes, or if a member of the cooperative joins a partnership in which also non-members participate and the provisions contained in Article 4, paragraph 1, last sentence, are not immediately satisfied, all without prejudice to the provisions contained in Article 8, paragraph 1;
  - f. if, other than on account of marital property law or succession law, through a one or more other persons acquire control over the business activities of a member-legal person within the meaning of the Dutch Merger Code (*SER-Besluit fusiegedragsregels 2015*) through a transfer or other passing of ownership of shares or the issue of shares, or through the transfer of voting rights attached to shares, irrespective of whether the Merger Code applies to that acquisition and provided that, those 'other persons' do not include the spouse and blood relatives in the direct descendant line of the persons from whom that control is acquired;
  - g. in the events of a contribution and conversion followed by a contribution as referred to in Article 4, paragraph 6, where the public limited liability company or private

- company with limited liability concerned are not a member of the cooperative or has applied for that membership;
- h. in the events of conversion of a private limited company with limited liability and a public limited liability company into another legal person or partnership with legal personality.
4. A disqualification from membership can effect, if a member acts contrary to these Articles, regulations or decisions from the cooperative, or harms the cooperative in an unreasonable manner.
5. The termination by the cooperative and disqualification is effected by a Management Board decision and this is notified by the Management Board to the respective member via a registered letter such with mention of the facts on which the decision is based. The respective member has the right to lodge an appeal with the appeals committee during a period of one month after receipt of the notification. The appeal is lodged by a registered letter, addressed to the appeals committee, with a copy to the Management Board. The outcome of the appeal shall be notified in writing to the member by the appeals committee, with a copy to the Management Board.
6. In the event of a termination and disqualification by the cooperative, the membership ends with the expiry of the appeal period, irrespective of whether an appeal has been lodged. If the termination or disqualification is confirmed on appeal, the membership will (with retrospective effect) also be cancelled on the day on which the appeal period expires. During the appeals period and pending this appeal, the member is suspended from exercising his membership rights - under this, however, the right toward the delivery of milk is not included - and this also with respect to any vested duties which he performs in the cooperative.
7. Notwithstanding the notice periods mentioned in paragraph 1 and 3, a member and the cooperative may, by mutual consent, terminate the membership with immediate effect or with effect from any other moment by mutual agreement as at that moment.

**Continuation of the company at end of membership.**

**Article 8.**

1. If the dairy cattle company of a dissolved partnership is continued by the spouse, registered partner and/or one or more blood relatives in the direct downward line of a retiring member of a partnership, either or not jointly with one or more members of that dissolved partnership, then that person who continues the dairy cattle company, respectively those persons who continue the dairy cattle company as a partnership, have the right to become a member of that cooperative, with the express declaration that they shall acquire all the obligations toward the cooperative from the member of whom the dairy cattle company is being continued. A request to that effect is required to be submitted in writing to the Management Board, such in the manner prescribed in Article 5, paragraph 1, under a, and this within three (3) months after the dissolution of the partnership has taken place. He/they shall be deemed to have become a member/members, effective from that day on which he/they has/have taken up the continuance of the dairy cattle company of the dissolved partnership.

The applicant(s) may continue the dairy cattle company of the dissolved partnership and may only be refused as a member of the cooperative if he/they does/do not meet the requirements set out in Article 3.

The refusal is notified to the involved by way of a registered letter.

2. If the dairy cattle company of a member-natural person is transferred by that member, or is transferred under general title, to his spouse, registered partner and/or one or more of his blood relatives in the first direct downward line, then he/they has/have the right, either as a partnership or not, to become a member/members of the cooperative, provided that he/they expresses/express this desire in writing to the Management Board, in the manner as prescribed in Article 5, paragraph 1, under a, and this within three (3) months after he/they has/have acquired the dairy cattle company and this with due observance of the principles of the policy for the admittance of new members, such as referred to in Article 3. The provisions contained in the second, third and fourth sentence of the previous paragraph is then of analogous application.

#### **Rights and obligations of members.**

##### **Article 9.**

1. The members who deliver standard milk in accordance with the delivery agreement are obligated to deliver all standard milk drawn and produced in their company/companies to the cooperative, or to a third party such as designated by the cooperative. The members who, pursuant to the delivery agreement, deliver special milk are obligated to deliver a specific amount of that special milk to the cooperative, or to a third party as designated by the Management Board. The obligation to supply does not apply to the milk which is required for immediate own use. The provisions contained in this paragraph applies mutatis mutandis (equally) for the members who are a cooperative or Association, concerning the milk available to them, under which also including that milk which is delivered to that member by members, suppliers or third parties. The Management Board can, in instances to be further determined by it, grant a temporary entire or partial exemption from this obligation.

The Management Board of the cooperative is authorized to:

- (i) qualify milk to be special milk; the Management Board shall inform same to the members, with mention of the criteria per separate category of special milk which the Management Board has observed with respect to this;
  - (ii) determine the general criteria for each category of special milk, which the members who desire to deliver this category of special milk are required to satisfy, such also including the general criteria within the area of the geographical location and within the area of the minimum and maximum quantities of this special milk which is to be delivered from this separate category;
  - (iii) determine the criteria per separate category of special milk such related to the selection of members who may deliver this special milk; and
  - (iv) by or pursuant to the Regulation for the payment of milk and the milk certificates regulations, oblige the members to hold one or more milk certificates.
2. a. To be determined by the Regulation for the payment of milk by the Management Board on recommendation of the Executive Board of Koninklijke FrieslandCampina N.V., after approval of the Supervisory Board of Koninklijke FrieslandCampina N.V.

and of the Membership Council, the principles and methodology for determining the milk price shall be provided for, to which the members shall be afforded settlement for the milk delivered by those members to the cooperative, or to a third party designated by the cooperative. The Regulation for the payment of milk forms part of the delivery agreement. A distinction can be made in the Regulation for the payment of milk between standard milk and (categories of) special milk. The Regulation for the payment of milk further comprises, insofar as necessary, (a reference to) the bases on which the value of the delivered milk is determined.

The Regulation for the payment of milk is adopted by voting on each separate part of the Regulation for the payment of milk.

- b. The Executive Board of Koninklijke FrieslandCampina N.V. determines, pursuant to the provisions in these Articles and with the application of the determined bases and methodology as laid down by Executive Board in the payment for milk regulation and after having consulted the Supervisory Board with respect to this, the amount of the remuneration for the milk delivered by the members. The Executive Board of Koninklijke FrieslandCampina N.V. is authorized to withhold an amount on the remuneration for the milk delivered by the members for the financing of a specific investment and/or acquisition to an amount which exceeds five hundred million euro (EUR 500,000,000) by Koninklijke FrieslandCampina N.V., its subsidiary companies, consortia or participating interests.  
The withheld amounts may, at the discretion of Executive Board of Koninklijke FrieslandCampina N.V., be used, amongst other things, as a paid-in share premium over the shares held by the cooperative in the capital of Koninklijke FrieslandCampina N.V. The Executive Board may make this subject to further conditions. The recommendation from the Executive Board towards a withholding, including the way to realize this and the associated conditions, should be approved by the Supervisory Board of Koninklijke FrieslandCampina N.V. and by the Membership Council.
  - c. The claim of a member over the cooperative towards the payment of a remuneration such as referred to in this paragraph 2 is not transferable, such as referred to in Article 3:83, paragraph 2 Burgerlijk Wetboek (*Civil Code*).
3. The practice rules are on recommendation from the Executive Board of Koninklijke FrieslandCampina N.V. determined by the Management Board after the district meetings have been heard. With respect to any further rules and provisions which are solely applicable to members who operate a dairy cattle company in Germany, only the meetings of the districts located in Germany shall be required to be heard. With respect to any further rules and provisions which are solely applicable to members who operate a dairy cattle company in Belgium and France, only the district meetings under which those members fall shall be required to be heard. In the practice rules, there may be prescriptions concerning (among others) the quantity, the treatment, the quality (guarantee and certification included thereunder), the delivery and the production of milk, the livestock herd and concerning (sustainable) business operations. The members are bound to strictly comply with these prescriptions or to ensure that these are duly observed. Furthermore, by the production and storage of the milk, the members are obliged to take the greatest care

and to strictly comply with the regulations, as stipulated by the authorities, or the European Union, or by reason of institutions which work within the area of dairy quality assurance, to which the cooperative is affiliated.

4. The cooperative, or the party designated by it, is obligated to receive the milk that is delivered by a member such pursuant to these Articles and the delivery agreement with the cooperative or with the third party designated by the cooperative. The cooperative or the party designated by it is, however, not obligated to take receipt of milk which does not meet the requirements as prescribed or pursuant to the law, including any referred to requirements for this or of which there is it has been established, in all reasonableness required to be suspected or have been declared by the competent authority, that this is not suitable for human consumption, or with regard to this, that there cannot in all reasonableness be required from the cooperative or its designated third party to take receipt of this.
5. The through and pursuant to the provisions contained in this Article shall, without prejudice to its valid Article provisions and regulatory provisions, be included in the delivery agreement which is to be concluded between the member and the cooperative.
6. The Management Board can at all times impose upon a member with legal personality, or partnership with legal personality such as referred to in Article 3, paragraph 1, under b and under c, to include in its Articles, regulations and membership agreements as referred to in the paragraphs 3 and 4 of this Article.
7. If damage arises as a consequence of non-compliance of a member with any regulation as referred to here, irrespective as to who has suffered this damage, the member is held to compensate this, such without impairing the authority of the Management Board to exact penalties including fines by way of the practice rules for this non-compliance.

**Free membership account.**

**Article 10.a.**

1. For each member, the cooperative holds a free membership account to which there is in the name of each member, such entered in the appropriate register, administered to which amount he is entitled.
2. The free membership account is purposed toward entering credits of the members of the cooperative insofar these are not directly paid out.
3. Over the balances of the free membership account, an annual interest shall be paid out, which shall be credited to the free membership account.  
The interest shall be determined by the Management Board every six (6) months for the following six (6) months, in accordance with the criteria which have been established for this purpose by the Management Board such with approval from the Chairmen's Council and such as which shall be made known to the Membership Council.
4. A balance allocated to a member from the free membership account is at all times due and payable. If a member desires to automatically transfer all payments from the free membership account to an own account, then a member can let this be known.
5. There can be diverged from the provisions contained in this Article by the Management Board by way of a special paragraph such containing a regulation to be determined by the Management Board, or on the basis of an agreement to be concluded via a special paragraph.

## **Member certificates.**

### **Article 10.b.**

1. The cooperative is authorized by a decision of the Management Board to issue member certificates to the members or one or more member certificates to one or more of them. The issuance thereof is a one-sided juristic act; the cooperation from the member involved, is not required. The Management Board determines the manner of payment of the member certificates to be issued, which can be effected in money, in kind, or a combination of both. The Management Board shall determine the further conditions for issuance. The decisions of the Management Board, such as referred to in this paragraph 1, require to be approved by the Membership Council.
2. The member certificates are registered on name and have each a nominal value of fifty euro (EUR 50). To the member certificates there are solely attached those rights and obligations such as stipulated by these Articles. There is no voting right attached to these member certificates.
3. The Management Board maintains a register, that is either not, partial, or completely computerized, wherein the names and addresses of all the holders of member certificates are recorded, with mention of the number of member certificates held by them. Each holder of member certificates is obligated to inform the Management Board of his address and changes therein. The register may be inspected by the holders of member certificates insofar this concerns the information of the respective holder.
4. Without prejudice to the provisions contained in hereafter such concerning the cancellation of member certificates, the member certificates are not transferable, such as referred to in Article 3:83, paragraph 2 Burgerlijk Wetboek (*Civil Code*).
5. Without prejudice to the provisions contained in paragraph 7 of this Article:
  - (a) in the event of a termination of membership, the cancellation of the member certificates held by that member by the cooperative and this on that point in time when the cancellation of membership becomes effective;
  - (b) the member certificates as referred to in paragraph 5 under a, apply as having been cancelled against the nominal value, such increased by the amount still to be paid thereon over the previous years, such as referred to in Article 40, paragraph 5 b (i) and with the amount as referred to in Article 40, paragraph 5 b (i) over that period after the closing of the last financial year over which the annual accounts have been adopted;
  - (c) the cancellation of a member certificate pursuant to the provisions contained in this paragraph 5, under a, solely effects by means of a conversion of the member certificate into a member bond issued by Koninklijke FrieslandCampina N.V. (in this Article hereinafter referred to as: member bond) or by means of a conversion of the member certificate into a milk certificate in accordance with the milk certificates regulations.
6. Without prejudice to the provisions contained in paragraph 7 of this Article:
  - (a) each member is authorized to voluntarily offer to the cooperative one or more of his member certificates for cancellation at those points in time to be determined by the Management Board;

- (b) the cooperative is obligated in the event of an offer of member certificates by a member to the cooperative pursuant to the provisions set out under (a) of this paragraph 6, to cancel these member certificates against the nominal value, such increased by the amount still to be paid thereon over the previous years, as referred to in Article 40, paragraph 5 b (i), and with the amount as referred to in Article 40, paragraph 5 b (i), over that period after the closing of the last financial year over which the annual accounts have been adopted, one thing and another without prejudice to the provisions contained in paragraph 7 of this Article;
  - (c) the cancellation of a member certificate pursuant to the provisions in this paragraph 6, under a, solely effects by means of a conversion of the member certificate into a member bond or by means of a conversion of the member certificate into a milk certificate in accordance with the milk certificates regulations.
- 7. The Management Board can in those cases as described in paragraphs 5 and 6 decide to not cancel the member certificates. Such decision from the Management Board may only concern all those member certificates which were offered during a specific period on the grounds of those provisions.
- 8.
  - (a) The Management Board is authorized, after approval from the Membership Council, to decide to cancel all or a part of the member certificates against a nominal value, such increased by the amount still to be paid thereon over the previous years, as referred to in Article 40, paragraph 5 b (i), and with the amount as referred to in Article 40, paragraph 5 b (i) over that period after the closing of the last financial year over which the annual accounts have been adopted.  
The cancellation as referred to in the previous sentence is a one-sided juristic act; the cooperation of the member involved, is not required.
  - (b) The Management Board can, after the approval from the Membership Council, decide, in divergence of the provisions contained in under (a) of this paragraph 8, to cancel the member certificates or a part thereof in tranches, with which the number/ amounts of these tranches may differ.
  - (c) The cancellation of a member certificate pursuant to the provisions contained in paragraph 8, under a and b, solely effects by means of a conversion of the member certificate into a member bond or by means of a conversion of the member certificate into a milk certificate in accordance with the milk certificates regulations.

**Member bonds-fixed.**

**Article 10.c.**

1. The Management Board may oblige members to acquire one or more member bonds-fixed issued by Koninklijke FrieslandCampina N.V. (hereinafter referred to as: member bonds-fixed) against payment. The member bonds-fixed are subject to the bonds' terms and conditions as adopted by Koninklijke FrieslandCampina N.V. and as applicable from time to time.
2. The Management Board, with the approval of the Membership Council, adopts regulations containing further rules regarding the member bonds-fixed to be issued to the members.
3. The cooperative may make further arrangements with Koninklijke FrieslandCampina N.V. on behalf of its members regarding the issuance of and acquisition against payment by the members of member bonds-fixed.

### **Milk certificates.**

#### **Article 10.d.**

1. The cooperative is authorised to issue one or more milk certificates to one or more members upon a resolution thereto by the Management Board. Members are obliged to acquire the milk certificates against payment. The issuance of milk certificates to members and the acquisition of milk certificates against payment by members shall take place in accordance with the relevant provisions of these Articles of Association and the milk certificates regulations.
2. The milk certificates are in registered form and each have a nominal value, as stated in the milk certificates regulations, of such an amount as determined by the Management Board following the approval of the Executive Board and the supervisory board of Koninklijke FrieslandCampina N.V. and following the approval of the Membership Council. The milk certificates shall only have the rights and obligations as attached thereto by or pursuant to these Articles of Association, the Regulation for the payment of milk and the milk certificates regulations. No voting rights or meeting rights shall be attached to the milk certificates, unless stipulated otherwise in the milk certificates regulations.
3. The Management Board, with the approval of the Membership Council, adopts the milk certificates regulations. The milk certificates regulations may be amended with due observance of the relevant provisions of the milk certificates regulations.
4. The Management Board may, by resolution and following approval of the Executive Board and the supervisory board of Koninklijke FrieslandCampina N.V., convert member bonds of one or more members into milk certificates in accordance with the milk certificates regulations, the terms and conditions applicable to the member bonds and related documentation.
5. The Management Board may, following approval of the Executive Board and the supervisory board of Koninklijke FrieslandCampina N.V., resolve to cancel all or part of the milk certificates, whether or not in tranches, the size of which may vary, against repayment of the nominal value and with due observance of the relevant provisions of the milk certificates regulations. The cancellation referred to in the preceding sentence shall be a unilateral legal act; the cooperation of the members concerned shall not be required.

### **Liability. Settlement.**

#### **Article 11.**

1. The members are not liable for the commitments of the cooperative and any obligation of members or former members to make contributions to offset a deficit in the event of the cooperative's liquidation is excluded.
2. The cooperative is authorized to settle with a member or a former member (including the former members from its legal predecessors) due and payable amounts with all that which the cooperative, for whatever reason, claims or is due from the respective member, including all that which the cooperative has paid or is due payable to third parties on behalf of the respective member.
3. The cooperative is on the termination of membership entitled to refrain from paying out all that is payable, including that which is payable for milk delivered, before the annual accounts over the financial year during which or with which the membership ended has been determined by the Membership Council and can, in any event, settle this with that

which the cooperative claims or is due from the member of which the membership has ended, such for whatever reason, including all that which the cooperative has paid or is required to pay to third parties on behalf of the respective member.

**Limitation of rights. Other obligations.**

**Article 12.**

1. If or pursuant to a decision the rights and obligations of a member such described in the Articles are limited, respectively encumbered, or by or pursuant to a decision the applicable rights and obligations of a member are limited, respectively encumbered, then a member cannot evade the applicability of that amendment through terminating the membership, such with the proviso that the aforesaid is not applicable to an amendment of the conditions whereunder a member can terminate his membership.
2. A member, such being a legal person or a partnership with legal personality is held to beforehand submit the intended amendments to its Articles and regulations to the Management Board for approval, if the intended amendment can be of influence on the membership relationship of that legal person and the cooperative in that event a member shall immediately submit to the Management Board the text of an intended decision as well as a complete continuous text of the draft Articles or draft regulations such as which these shall come to read after the amendment. After having obtained approval from the Management Board and the implementation of the amendment, the member shall immediately submit to the Management Board the text of the taken decision, as well as the continuous text of the Articles and regulations; in the event that the text of the decision is recorded in a notarial instrument, the member shall furnish the Management Board with a copy of such instrument. If a requested approval has not been rejected in writing by the Management Board within three (3) months, it shall be deemed to have been granted.

**BODIES OF THE COOPERATIVE**

**DISTRICTS**

**Districts. General.**

**Article 13.**

1. The geographic territory of the cooperative is divided into districts.
2. The Management Board determines the limits of the districts. Changes to the number of districts and changes to the borders of the districts are effected by the Management Board in consultation with the respective District Councils. A decision towards a change to the borders of the districts also requires approval from the Membership Council.
3. If a member is eligible for more than one district, he shall be classified in one of these by the Management Board.  
At the request of this member, the Management Board can decide to change this classification.

**District Council.**

**Article 14.**

1. Each district has a District Council, which is composed of at least eight (8) and no more than ten (10) members, who are elected at a district meeting by the members of that respective district from their midst. If a District Council is composed of less than eight (8) members, the District Council shall, at its earliest opportunity, take measures in order to fill the vacancies. The District Council, however, remains authorized to take decisions.

2. On the appointment of a member with a legal personality to the membership of a District Council, there shall be determined that that member is appointed by reason of a by the appointment mentioned natural person, who, occupies the position of manager or otherwise with that person to be appointed and this position must be explicitly mentioned on the appointment.

The member-legal person shall then be obligated to have himself represented by the mentioned natural person at meetings of the District Council, as if that person were a member of the District Council.

The aforementioned finds analogous application by an appointment of the member-legal person to the Membership Council.

#### **District Council. Nomination.**

##### **Article 15.**

1. If there are vacancies, then with due regard to the provisions contained in Article 14, the District Council draws up recommendations for persons, which have informed the District Council of the willingness to accept a possible appointment.  
By the making of recommendation, a reasonable spread of the members of the District Council over the respective district shall be endeavoured. The Management Board shall draw up regulations for the election of the members of the District Council.
2. The District Council shall forward to the Management Board, at the very latest three (3) weeks before the district meeting, a copy of the recommendations with mention of the names, addresses and membership numbers of those persons who are recommended for appointment and, if applicable, the representatives and persons who they can substitute such as referred to in Article 14, paragraph 2, so that at the office of the cooperative there can be checked that the information corresponds with the membership register.
3. At least fifteen (15) members of the district, jointly have the right to supplement the recommendation with a candidate by means of a statement signed by them which duly mentions the name of the candidate.  
If the candidate is a natural person, then the statement shall also mention the first names, year and date of birth, profession and the abode of the candidate.  
If the candidate is a representative of a member with a legal personality such as referred to in Article 14, paragraph 2, then the statement shall mention the place of establishment of the member with the legal personality and the information as referred to in the previous sentence in respect of the representative.  
The statement is required to be accompanied by a declaration from the candidate who expresses the willingness to accept such a possible appointment.
4. The nomination as referred to in paragraph 3 is required, in order to be valid, to have been received in writing by the secretary of the District Council seven (7) days at the very latest before the start of the meeting in that district in which the vacancy is required to be filled. If with the applying of the provision in Article 21, paragraph 1, second sentence, the meeting in the district takes place in part-sessions, the nomination is required to have been received by the secretary of the District Council seven (7) days at the very latest before the start of the first part-session in that district in which the vacancy is to be filled.

#### **District Council. Session duration. Remuneration.**

##### **Article 16.**

1. Each member of the District Council serves in his first term for a period of four (4) years and is eligible for re-election with due observance of paragraph 2. A newly appointed member of the District Council in principle takes up directly after closure of the Membership Council meeting of December or a date to be determined by the Management Board. A member of the District Council retires as per the moment directly after closure of the Membership Council Meeting at which his successor in the district is appointed.
2. A member of the District Council retiring by rotation is after his first term immediately eligible for re-election for a second term for a period of four (4) years, and thereafter for a third term for a period of two (2) years, which third term may be extended with two (2) years after an evaluation with the District Council concerned.
3. An interim appointee within the scope of the retirement by rotation takes the place of that member which he replaces. An appointment to an interim vacancy effects for at most for the remaining duration of the appointment term of the member of the District Council for whom the vacancy was filled. If this remaining period exceeds two (2) years, it is subject to the application of that referred to in the first paragraph of this Article, such being a full first appointment term. If the remaining period is two (2) years or less, then the provisions contained in the aforementioned paragraph do not apply, and there applies as such in a of an immediate reappointment as an appointment for a first appointment period.
4. The Management Board adopts the remuneration policy of the members of the District Council, after hearing the District Councils and the Chairmen's Council.

**District Council. Chairperson, vice-chairperson and secretary.**

**Article 17.**

1. The chair of the District Council is elected by the District Council from amongst the members of the District Council, subject to the provisions of Article 22, paragraphs 2 and 3. The District Council can propose from its midst either one or more persons for appointment to the office of chairperson of the district meeting.  
The chairperson of the District Council is through his appointment also a member of the Chairmen's Council.
2. The District Council chooses a vice-chairperson and a secretary from its midst.

**District Council. Retirement.**

**Article 18.**

1. A member of the District Council retires with immediate effect:
  - a. on the termination of the membership from the cooperative or, on the cancellation of membership, at that point in time of the cancellation;
  - b. through retirement by the member himself from the District Council;
  - c. if it concerns a member with a legal personality, if the natural person, such as referred to in Article 14, paragraph 2, ceases to exercise the position, such as referred to in that Article; and
  - d. on appointment to membership of the cooperative.
2. A member of the District Council retires at the end of the term of office:
  - a. through ending of the session term;
  - b. if it concerns a natural person or a member with a legal personality, or a partnership with legal personality, if he is, in the opinion of the Management Board, through establishment, elsewhere or otherwise, no longer effectively involved, such as

referred to in Article 3, in the practice of the dairy cattle company within, pursuant to Article 13, paragraph 2, established borders of the respective district.

3. If and as soon as a member of the District Council retires and such pursuant to the provisions contained in paragraph 1, that member also retires as a member of the Membership Council or member of the Chairmen's Council, if the member was at that moment in time also a member of those bodies.

#### **District Council. Tasks and competences.**

##### **Article 19.**

1. The District Council has as task to promote the interests of the members in its district and can either or not from an own motivation furnish information and advice to the Management Board regarding that which concerns the members within that district.
2. The members of the District Council have as task to within their ability maintain contact with the members in their district in order to explain the policy and other cooperative matters, to promote these and to render active support.  
To this end, the Management Board shall timely inform the District Council about new developments and the state of affairs within the cooperative.

#### **District Council meetings.**

##### **Article 20.**

1. The District Council meets at least twice (2x) each financial year and this in any event prior to the meeting of the district in order to timely be able to draw up recommendations for vacancies in the District Council.
2. Further, the District Council meets as often as the chairperson or the majority of the members of the District Council deems desirable, one thing and another within the frameworks as determined by the Management Board.
3. In the meetings of a District Council, each member of the District Council has the right to cast one vote.
4. If the chairperson of the meeting so decides, the minutes of the proceedings are taken by the secretary of the meeting.
5. The minutes are wholly or partially confirmed by the respective meeting and in attestation thereof duly undersigned by the chairperson and the secretary of that meeting or are confirmed by a next meeting and in attestation thereof duly undersigned by the chairperson and the secretary of that next meeting.

#### **District meetings (member meetings).**

##### **Article 21.**

1. During each financial year of the cooperative there are at least two (2) district meetings held, one in spring and one in autumn. The Management Board can decide to hold a district meeting in two (2) or more part-sessions.
2. The convening of a meeting of the district effects by means of a notice to convene a meeting from the Management Board such addressed to each member of the respective district, unless it concerns a meeting which is directly convened in accordance with that as referred to in paragraph 5 of this Article. The period to convene a meeting amounts to at least seven (7) days, the date of dispatch not included.
3. The district meeting to be held in spring is held before the meeting of the Membership Council in which the decision from the Management Board concerning the adoption of the

annual accounts of Koninklijke FrieslandCampina N.V. is approved and the annual accounts of the cooperative are adopted. During this meeting, the state of affairs during the previous financial year of the cooperative and of Koninklijke FrieslandCampina N.V. are discussed and the drawn up, though not yet adopted, annual accounts of the cooperative and the drawn up, though not yet adopted annual accounts of Koninklijke FrieslandCampina N.V. will be addressed.

4. Other district meetings shall be held as often as the Management Board deems necessary. The Management Board is also obligated to convene a district meeting, if the District Council, or one/tenth (1/10) of the number of members of the district requests this in writing, with mention of the reasons therefore and the items to be dealt with, as well as often as the District Council of the cooperative desires to convoke.
5. If in the latter event the Management Board remains in default to convene a meeting, the District Council of the cooperative is authorized to convene a meeting of the district with the designating of two (2) members of the District Council of the cooperative who will function as chairperson and secretary.
6. The members of the Management Board and the members of the Chairmen's Council, as well as those persons who have been designated or otherwise admitted by the Management Board of the cooperative, have free admittance to each district meeting.
7. A member can have himself represented in a district meeting by another member of the respective district.

Without prejudice to the provisions contained in paragraph 9 of this Article, a member can only be a representative of not more than one other member.

A member-natural person can further have himself represented by someone who is a part of his family or with whom he co-habits, or by his manager.

A member with legal personality can only have himself represented by a person who is designated as a legal representative of that member with legal personality.

8. All those persons who represent a member by virtue of a power of attorney, can only act as a representative of that member, provided that a member who forms part of a partnership can at all times represent those other members who form part of that partnership. A power of attorney is required to be attested by a written document, which must be handed over to the person keeping the attendance list before the start of the respective district meeting.
9. Before the start of the district meeting, each member or his representative is required to report to the person who maintains the attendance list. If and insofar applicable, a member or his representative is required to hand over a voting card, which was enclosed with the notice to convene and which is to bear a signature, to the aforementioned person, for which a member, respectively his representative receives a ballot paper.

On the membership list is entered if the ballot paper has been issued or not.

#### **District meetings (member meetings). Voting right and decision-making.**

##### **Article 22.**

1. Each member of a district is accorded to one vote in the district meeting.
2. Resolutions are taken with an absolute majority of votes, unless these Articles stipulate otherwise.

3. The chairperson determines, with due regard to these Articles, the manner of voting, provided that voting with regard to persons effects in writing.
4. The motion is rejected by a majority of votes.
5. A district meeting is chaired by the chairperson of the respective District Council, and during his absence by the vice-chairperson. If the vice-chairperson is also absent, the district meeting is chaired by the secretary of the respective District Council.  
If he is also absent, the meeting shall designate another member of the respective District Council as chairperson.
6. The secretary of the respective District Council acts as secretary of the district meeting. If the secretary is also absent or acts, pursuant to that referred to in paragraph 5, as chairperson of the district meeting, the chairperson shall appoint a secretary.
7. The minutes are wholly or partially adopted by the respective meeting and by way of confirmation thereof undersigned by the chairperson and the secretary of that meeting, and as the case may be, be adopted by a next meeting and by way of confirmation thereof undersigned by the chairperson and the secretary of that next meeting.

#### **MEMBERSHIP COUNCIL**

##### **Membership Council. Election and term of office. Remuneration.**

###### **Article 23.**

1. The Membership Council forms the general meeting of the cooperative and is comprised of members of the District Councils with a minimum of eight (8) members and a maximum of ten (10) members per district. If a District Council is temporarily comprised of less than eight (8) members, the Membership Council nevertheless remains authorized to make decisions.
2. A member of the Membership Council ceases to be on the Membership Council in that he/she ceases to be a member of the District Council, including the event where he is appointed as a member of the cooperative. A member of the Membership Council further ceases to be a member of the Membership Council pursuant to a decision from the District Council due to the appointing of another member of the District Council as his successor. A member of the District Council, who is suspended as such, cannot exercise his rights as a member of the Membership Council.
3. The Management Board adopts the remuneration policy of the Membership Council, after hearing the District Councils and the Chairmen's Council.

##### **Membership Council meeting, Right to vote and representation.**

###### **Article 24.**

1. Each Membership Council member has one vote in the Membership Council meeting. The joint members of the same District Council, who are part of the Membership Council, are afforded one vote for each ten million (10,000,000) full kilograms of milk, which was delivered to the cooperative over the past financial year of the cooperative by the members belonging to that district, in that capacity.
2. The member-councillors vote in the meeting of the Membership Council independently and not bound by any instructions.
3. The chairperson and the secretary of the Management Board also act as such in the meeting of the Membership Council.

4. On the absence of the chairperson of the Management Board, the Membership Council meeting is chaired by the vice-chairperson of the Management Board. On the absence of the secretary of the Management Board, the chairperson of the meeting of the Membership Council appoints a secretary.
5. The members of the Management Board attend the meeting of the Membership Council.
6. A member-councillor can have himself represented in a membership meeting by means of a written power of attorney. The requirement of written form is met when the power of attorney is recorded electronically. Such a power of attorney may only be issued to another member-councillor. A proxy for this end can only represent one member-councillor.

**Membership Council meeting. Notice to convene a meeting and frequency.**

**Article 25.**

1. The meetings of the Membership Council are convened by the Management Board. In each financial year, at the latest within the sixth month after the ending of the financial year, at least one Membership Council meeting is held - the annual meeting. The agenda for this meeting contains the following items:
  - a. the discussion about the written report of the Management Board concerning the matters of the cooperative and the conducted management;
  - b. the adoption of the annual accounts and the allocation of the results of the cooperative; and
  - c. the approval of the decision from Management Board towards the adoption of the annual accounts of Koninklijke FrieslandCampina N.V.There is further in this meeting dealt with that which the Management Board has placed on the agenda.  
The items referred to under a, b and c are not required to be placed on the agenda, if the term for the drawing up of the respective annual accounts, and the submission of the report of the Management Board, has been extended or a proposal thereunto has been placed on the agenda.
2. Further, meetings of the Membership Council are held as often as the Management Board deems necessary.
3. The chairperson is authorized to decide that the voting right in the meeting of a Membership Council can be exercised by means of an electronic means of communication. The Management Board of the cooperative establishes the conditions for the use of such means of communication. These conditions shall at all times, if appropriate, be made known by the call to convene of the respective meeting of the Membership Council.
4. The chairperson of the meeting of the Membership Council is authorized to admit persons other than member-councillors to the meeting or a part thereof as determined by him.
5. Unless a notarial official document is drawn up of that as dealt with during the meeting, there are minutes made of this.  
The minutes are wholly or partially adopted by the respective meeting and by way of confirmation signed by the chairperson and the secretary of that meeting or, as the case may be, be adopted a next meeting and by way of confirmation signed by the chairperson and secretary of that next meeting.  
The draft-minutes or, as the case may be, the adopted minutes, are forwarded to the members of the Membership Council.

6. At the written request of at least a such number of member-councillors as are authorized to cast a one-tenth (1/10) part of the votes during the meetings of the Membership Council, which request is required to mention the items to be dealt with, the Management Board is obligated to convene a meeting of the Membership Council with a period of no longer than four (4) weeks.

If within fourteen (14) days after the aforementioned request no call to convene has been effectuated, each requester can, on behalf of the member-councillors who requested the meeting, effect a call to convene through the placing of an advertisement in a nationally distributed newspaper. Such as referred to in paragraph 8 of this Article further finds an analogous application.

7. In the event, such as referred to in the second sentence of the previous paragraph, the meeting of the Membership Council shall appoint its own chairperson and secretary.
8. The convoking of a meeting of the Membership Council effects by means of a notice to convene a meeting such sent to each member-councillor, one thing and another without impairing that referred to in paragraph 6 of this Article. The period for convening the meeting amounts to at least seven (7) days, the day of notice to convene and that of the meeting not included. A meeting of the Membership Council can be convened in a shorter period than that period referred to in the aforementioned sentence, if the Management Board deems this necessary with a view to the urgency thereof.

The notice to convene is held in that place and on that point in time where the meeting shall be held, as well as the items to be dealt with, all this without prejudicing that as referred to in Article 27, paragraphs 1 and 2 and Article 42, paragraphs 1 and 2 such concerning an amendment to the Articles of Association and dissolution.

#### **Membership Council meeting. Decision-making process**

##### **Article 26.**

1. About items, which are not included on the agenda, no resolution may be taken in a meeting of the Membership Council if one-tenth (1/10) or more of the number of votes that may be cast in the convened meeting, is cast against a motion to that effect, without prejudice to in the law and these Articles of Association provisions concerning conversion, an amendment to the Articles of Association, merger and dissolution of the cooperative.
2. The Membership Council resolves with an absolute majority of valid vote cast, unless the law of these Articles of Association prescribes a greater majority.
3. By an equality of votes, no resolution shall be realized, unless it concerns the voting on a person's nomination, such as referred to in Article 32, paragraph 1, in which event that person is elected who is as such mentioned on the list of candidates.

#### **SPECIAL RESOLUTIONS OF THE MEMBERSHIP COUNCIL**

##### **Amendment to the Articles of Association.**

##### **Article 27.**

1. Without prejudice to that as referred to in paragraph 2 of this Article, an amendment of the Articles of Association can only be effected by a proposal from the Management Board, such with a recommendation from the Chairmen's Council, which is resolved in a meeting of the Membership Council, and then if:
  - a. during a period of at least five (5) days before the meeting of the Membership Council up to the ending of that day, on which the meeting was held, a copy of the

- proposal to amend the Articles of Association, - in which copy the proposed amendment is mentioned in words -, has been lodged at the office of the cooperative to allow inspection by the members of the cooperative;
- b. at least fourteen (14) days before the meeting of the Membership Council, the proposal towards an amendment of the Articles of Association has been notified to all members of the cooperative;
  - c. at least fourteen (14) days before the meeting of the Membership Council, the proposal towards an amendment of the Articles of Association has been notified to the member-councillors and the District Councils;
  - d. for the member-councillors meeting referred to under e, district meetings are held in which the proposal towards an amendment to the Articles of Association are placed on the agenda; and
  - e. the resolution towards an amendment of the Articles of Association is taken by the Membership Council with a majority of at least two-thirds (2/3) of the cast votes, in a meeting in which at least two-thirds (2/3) of the member-councillors are present or represented.

If in a meeting, in which a proposal toward an amendment of the Articles of Association has been raised, there are not at least two-thirds (2/3) of the member-councillors present or represented, then there shall, with due regard to the aforementioned provision under a, b and c, a second meeting be convened, such meeting to be held at the very latest of thirty (30) days after the first, which shall then, irrespective of the number of present or represented member-councillors, subject to a majority of two-thirds (2/3) of the cast votes, shall as such be able to take a valid resolution.

2. If in the opinion of the Management Board such is deemed to be within the interests of the cooperative, the Management Board can, after advice from the Chairmen's Council, decide to diverge of the referred to procedure in paragraph 1 of this Article, such that:
  - a. in divergence of the provisions contained under b of that paragraph, at least fourteen (14) days before the meeting of the Membership Council, the proposal toward an amendment of the Articles of Association has been notified to all members of the cooperative with the request to inform of any remarks with respect to this to the District Council of that district to which they belong; and
  - b. in divergence of the provisions contained in under d of that paragraph, the meetings as mentioned there are not required to be held.

If there is diverged from the procedure toward an amendment of the Articles of Association such as mentioned in paragraph 1, then this shall be notified, with the reason(s) therefore, to the members.

3. The advice from the Chairmen's Council such as referred to in paragraphs 1 and 2, is required to be made known by the Chairmen's Council within one month after the Management Board has requested this advice.
4. The required notarial deed containing the amendment to the Articles of Association of the cooperative, can be executed by each member of the Management Board or by an authorized person such designated by the Management Board or the Membership Council.

5. Towards the adoption of the resolutions and towards the amendment of the notes of procedure by the Membership Council, the provisions contained in paragraphs 1, 2 and 3 are applicable.

## **CHAIRMEN'S COUNCIL**

### **Chairmen's Council.**

#### **Article 28.**

1. The Chairmen's Council has as task to act as a sounding board for the Management Board. The authority is vested in the Chairmen's Council by way of or pursuant the provisions contained in by these Articles, including, but not limited to the effecting of binding recommendations for the nominating of members of the Management Board as referred to in Article 32, paragraph 1.  
Further, the Chairmen's Council is heard with respect to decisions from the Management Board such as referred to in Article 35, paragraph 2.
2. The Chairmen's Council is comprised of the chairpersons of the District Councils, who are also a member of the membership council. If a District Council has a vice-chairperson they do not have the right to replace the chairperson of the District Council as a member of the Chairmen's Council.  
The membership of the Chairmen's Council is incompatible with the membership of the Management Board.
3. A person who is a spouse, registered partner and/or blood relative or relative by marriage in the first or second degree of a member of the Management Board and/or the Chairmen's Council, then that person cannot be a member of the Chairmen's Council.
4. At the arising of a family relationship, such as referred to in paragraph 3 of this Article, during the term of office, it shall be determined, in mutual consultation, who has to retire. By a default thereof, the youngest in age retires.  
Retirement takes place at the end of the term of office year.
5. The chairperson and the vice-chairperson(s) of the Chairmen's Council are appointed from the midst of the Chairmen's Council.
6. The Management Board is obligated to furnish the Chairmen's Council with all the requisite information for the exercising of its competences.

### **Chairmen's Council. Meetings.**

#### **Article 29.**

1. The Chairmen's Council meets at least twice (2x) per year and in any event when there is pursuant to these Articles or otherwise a resolution required from the Chairmen's Council. Minutes are made of that dealt with in the meetings by a person such appointed by the chairperson.
2. The Chairmen's Council resolves by an absolute majority of votes. Each member of the Chairmen's Council has one vote in the Chairmen's Council meeting.
3. If a member of the Chairmen's Council has a direct or indirect personal conflict of interest with the company, he shall not participate in the deliberations and the decision-making process concerned in the Chairmen's Council. If as a result thereof no resolution of the Chairmen's Council can be adopted, the resolution is adopted by the Membership Council.

4. The chairperson, as well as at least two (2) members of the Chairmen's Council, are equally authorized to convene a Chairmen's Council meeting, without prejudice to the provisions contained in paragraph 5, last sentence.
5. The Chairmen's Council meetings are held at that place to be determined by that/those person(s) who convokes/convoke the meeting.
6. The period for convening the meeting amounts to at least seven (7) days, not including the day of the call nor the day of the meeting.  
The call to convene effects in writing such forwarded to each of the members of the Chairmen's Council. The notices to convene mention the place and the time of commencement of the meeting, as well as the items to be dealt with.  
If any one of the aforementioned prescriptions has not been met, the Chairmen's Council can nonetheless make legally valid resolutions, provided that at least two-thirds (2/3) of the number of members of the Chairmen's Council are present at the meeting and none of the members of the Chairmen's Council oppose the taking of a resolution. A meeting of the Chairmen's Council can be convened in a shorter period than mentioned in the first sentence of this Article at the request of the Management Board. The notice to convene does, in that event, not have to be in writing.
7. Without prejudice to that stipulated in paragraph 6, fourth sentence of this Article, resolutions in the meeting of the Chairmen's Council can only be taken if more than half of the number of members of the Chairmen's Council is present.  
Resolutions are taken with an absolute majority of the cast votes. By an equality of votes, the motion is rejected. A member of the Chairmen's Council can be represented in a meeting of the Chairmen's Council, with due observance of Article 28 paragraph 2.
8. The Chairmen's Council can also adopt resolutions outside the meeting, provided in writing or by means of electronically transmitted legible and reproducible notifications (including email) and all members of the Chairmen's Council entitled to vote have consented to adopting the resolution outside a meeting. Article 29 paragraph 2 and 3 shall equally apply to adoption by the Chairmen's Council of resolutions without holding a meeting.  
Of each resolution taken outside of a meeting, this is notified in the next Chairmen's Council meeting, in which meeting the written cast votes are available for inspection by the members of the Chairmen's Council.

## **MANAGEMENT BOARD**

### **Management Board. General.**

#### **Article 30.**

1. The cooperative is managed by a Management Board comprised of a number, to be determined by the Membership Council, of at least seven (7) and at most nine (9) natural persons.  
Only members of the cooperative or officers of a legal person or a partnership with legal personality as referred to in Article 3, paragraph 1, under b and c, can be members of the Management Board. Members of the District Council, members of the Membership Council and members of the Chairmen's Council cannot simultaneously be a member of the Management Board.
2. The Management Board selects a chairperson and a vice-chairperson from its midst. The Management Board shall, either or not from its midst, designate a secretary.

3. The Management Board is charged with the management and the directive control of the affairs of the cooperative and the implementation of the resolutions from the Membership Council.

The Management Board is, with due regard to the objective of the cooperative, competent to effect all juristic acts, with the exception of those, which pursuant to these Articles of Association are subject to any other body of the cooperative.

#### **Management Board. Meetings.**

##### **Article 31.**

1. The chairperson of the Management Board conducts the meetings of the Management Board.  
By absence of the chairperson, the vice-chairperson shall act as chairperson of the Management Board meeting.
2. In the meetings of the Management Board, each member of the Management Board casts one vote.  
Abstained votes and invalid votes shall be deemed to have not been cast.
3. On matters there will be voted orally, on persons there will be voted in writing with sealed unsigned ballots.  
Voting in another manner is permitted, provided that none of those present oppose this.
4. Resolutions by the Management Board are taken with an absolute majority of votes, unless these Articles stipulate otherwise.
5. No resolutions can be taken if the majority of the number of members of the Management Board is not present at the meeting.
6. If a member of the Management Board has a direct or indirect personal conflict of interest with the company, he shall not participate in the deliberations and the decision-making process concerned in the Chairmen's Council. If as a result thereof no resolution of the Chairmen's Council can be adopted, the resolution is adopted by the Membership Council.
7. Members of the Management Board cannot have themselves be represented at the meeting.
8. By an equality of votes, the respective item is raised again during the next meeting of the Management Board. If during that next meeting the votes are once again equally divided, no resolution shall be adopted.
9. The minutes of that dealt with at the meeting are wholly or partially adopted either by (i) the respective Management Board meeting and in confirmation thereof undersigned by the chairperson of that meeting and that person who takes the minutes of that meeting, or (ii) by a next Management Board meeting and in confirmation thereof undersigned by the chairperson of that meeting and the person who takes the minutes of that meeting.  
The adopted minutes, respectively draft-minutes are forwarded to the Management Board members.
10. The Management Board can also adopt resolutions outside the meeting, provided in writing or by means of electronically transmitted legible and reproducible notifications (including email) and all members of the Management Board entitled to vote have consented to adopting the resolution outside a meeting. Article 31 paragraph 4 shall equally apply to adoption by the managing board of resolutions without holding a meeting.

#### **Management Board. Election of members to the Management Board.**

**Article 32.**

1. The members of the Management Board are appointed by the Membership Council through a binding recommendation from the Chairmen's Council. The binding recommendation from the Chairmen's Council shall be prepared by the election committee such as referred to in paragraph 2 of this Article. For each appointment, the Management Board draws up a profile for the member of the Management Board that must be appointed.  
The Membership Council is authorized to draw up appointment rules of procedure for the members of the Management Board. The membership of the Management Board is incompatible with the membership of the Chairmen's Council. The members of the Management Board can at any time be suspended or removed by the Membership Council.
2. The selection committee is composed of five (5) persons. One (1) person is appointed by and from the Chairmen's Council, two (2) persons by and from the Membership Council and two (2) persons by and from the Management Board. The person who is appointed by and from the Chairmen's Council and the persons, who are appointed by and from the Membership Council, are appointed for a term of four (4) years. The members of the selection committee who are also a member of the Management Board retire every two (2) years, such accordant to a retirement schedule.
3. A binding recommendation, such as referred to in paragraph 1 of this Article, can be set aside through a resolution by the Membership Council, such taken with a two-thirds (2/3) majority of the cast votes.
4. If a recommendation, such as referred to in paragraphs 1 and 2 of this Article, is rejected by the Membership Council or is lacking, the Chairmen's Council is afforded the opportunity to propose a new recommendation within four (4) months.
5. A person who is a spouse, registered partner and/or blood relative or relative by marriage in the first or second degree of a member of the Management Board and/or the Chairmen's Council, cannot be appointed as a member of the Management Board.
6. If in a meeting persons are elected who are related by family, such as referred to in paragraph 5 of this Article, the oldest in age is appointed.
7. At the arising of a family relationship, such as referred to in paragraph 5, during the term of office, there shall be determined, in mutual consultation, who will have to retire.  
By a default thereof, the youngest in age retires.  
Retirement takes place at the end of the term of the office year.

**Management Board. Suspension. Absence or Inability to Act.**

**Article 33.**

1. If the Membership Council has suspended a member of the Management Board, the Membership Council is required to resolve, within three (3) months after the suspension has become effective, either that of removal, cancellation or maintaining of the suspension; by a default thereof, the suspension lapses.  
A resolution toward the upholding of the suspension can only be taken once and the suspension can then only be maintained for three (3) months at most such effective on that day, on which the Membership Council took the resolution towards maintaining the suspension.  
If the Membership Council has not, within the aforesaid sentence set period, resolved toward a retirement or cancellation of the suspension, the suspension lapses.

2. In the event of an absence or an inability to act of one or more members of the Management Board, the remaining members of the Management Board, or the sole remaining member of the Management Board, are/is temporarily charged with the entire management.

In the event of an absence or inability to act of all the members of the Management Board, the Chairmen's Council is authorized to temporarily charge five (5) of its members at most with the tasks of the Management Board.

In the event of absence, the Membership Council shall, on the initiative of the Chairmen's Council, further and as quickly as possible endeavour and take the necessary measures in order to effect a final arrangement, one thing and another with due heed of the provisions contained in Article 32.

#### **Management Board. Term of office. Remuneration.**

##### **Article 34.**

1. Each member of the Management Board has in his first term a seat for a term of four (4) years.  
A retiring member of the Management Board is after his first term immediately eligible for re-election for a second term for a period of four (4) years, and thereafter for a third term for a period of two (2) years, which third term may be extended with two (2) years after an evaluation with the Management Board. The retiring chairperson of the Management Board is also eligible for two (2) re-elections, with the understanding that if he acts as chairperson in his third term - regardless of whether he acted as chairperson in his first and/or second terms - he is eligible for re-election for a fourth term for a period of two (2) years, which fourth term may be extended by another two (2) years after evaluation with the Management Board, all without prejudice to that stipulated hereafter in this Article.
2. An interim vacancy is required to be filled as quickly as possible.  
Meanwhile, the Management Board remains legally constituted.  
That person, who is appointed to fill an interim vacancy, is appointed for at most the remaining duration of the appointment term of the member of the Management Board whose vacancy was filled. If this remaining period exceeds half of that term, it shall be subject to application of that as referred to in the first paragraph of this Article such being as full first appointment term. If the remaining period is half of that term or less, then that stipulated in the first paragraph of this Article does not count, and there as such applies an immediate reappointment for the first appointment term.
3. Unless it concerns a chairperson who is reappointed pursuant to that stipulated in paragraph 1, third sentence, a member of the Management Board retires on the conclusion of the next annual meeting of the Membership Council, following that year during which he was twelve (12) years - through re-election - uninterruptedly a member of the Management Board of the cooperative, such subject to, that the period that a person was a member of the Management Board does not count within the scope of the fulfilling of an interim vacancy.  
Such member of the Management Board is not re-electable.
4. The Membership Council may determine a remuneration policy for the members of the Management Board, after hearing the Chairmen's Council. The Management Board

annually accounts to the Membership Council about the remuneration of individual members of the Management Board during the previous financial year.

**Special Management Board resolutions.**

**Article 35.**

1. Subject to the approval of the Membership Council are:
  - A. all resolutions of the Management Board concerning the exercising of the right to vote of the shares held by the cooperative in the capital of Koninklijke FrieslandCampina N.V., concerning the granting of approval to resolutions from the Executive Board of Koninklijke FrieslandCampina N.V. concerning or related to:
    - a. (i) the transfer of the company, Koninklijke FrieslandCampina N.V., or nearly the entire company to a third party;
    - (ii) the entering into or the break off of a sustainable partnership of Koninklijke FrieslandCampina N.V. or a subsidiary company with another legal person or company, or as a fully liable partner in a limited partnership or commercial partnership, if this collaboration or break off is of major significance for Koninklijke FrieslandCampina N.V.; and
    - (iii) the taking or disposal of a participation in the capital of a company to an amount of at least a third of the amount of the assets according to the balance with explanatory note or, if Koninklijke FrieslandCampina N.V. draws up a consolidated balance, according to the consolidated balance with explanatory note of the last adopted annual accounts of Koninklijke FrieslandCampina N.V., by it or a subsidiary company;
  - b. insofar not falling under one of the aforementioned under a, referred categories:
    - (i) the effecting of (dis)investments by Koninklijke FrieslandCampina N.V., one of her dependant companies, subsidiaries, group companies and/or participations which exceed an interest of one hundred million euro (EUR 100,000,000); and
    - (ii) the effecting of acquisitions with an acquisition which is price greater than five hundred million euro (EUR 500,000,000);
  - c. insofar the respective juristic act or resolution is not already included in the referred categories under the letters a or b, resolve to:
    - (i) to the extent it concerns a value exceeding one hundred million euro (EUR 1,000,000,000), a proposal to issue and the issue and acquiring of shares in and debt instruments payable by Koninklijke FrieslandCampina N.V. or of debt instruments payable by a limited partnership or commercial partnership of which Koninklijke FrieslandCampina N.V. is a fully liable partner, as well as a proposal toward the granting of rights for the taking of shares, a proposal toward the fixing of the price and further conditions of issue or, as the case may be, the granting of rights toward the taking of shares, a resolution for the acceptance of payment on shares in foreign currency, a proposal toward the limiting or exclusion of the pre-emptive right and a proposal toward a reduction in the subscribed capital;

- (ii) to apply for a listing or delisting of the listing of the under c (i) referred to debt instruments with a value exceeding one hundred million euro (EUR 100,000,000) and shares in the official list of any stock exchange;
    - d. determining of the provisions policy to be conducted by Koninklijke FrieslandCampina N.V.;
  - B. all resolutions of the Management Board concerning the exercising of the voting right over shares held by the cooperative in the capital of Koninklijke FrieslandCampina N.V. concerning or connected with:
    - a. a proposal for an amendment of the Articles of Association of Koninklijke FrieslandCampina N.V.;
    - b. a proposal for the dissolution of Koninklijke FrieslandCampina N.V.;
    - c. filling a winding-up petition and an application for a suspension of payment(s), both insofar it concerns Koninklijke FrieslandCampina N.V. as well as one of its dependent, subsidiary and/or group companies and/or participations;
    - d. other resolutions concerning a significant change to the identity or the character of Koninklijke FrieslandCampina N.V. or the company;
    - e. the adoption of the annual accounts of Koninklijke FrieslandCampina N.V.; and
    - f. the appointment of the accountant of Koninklijke FrieslandCampina N.V., as well as the withdrawal of the instruction such given to him.
2. The Management Board further hears the Chairmen's Council before the Management Board takes a resolution such as referred to in paragraph 1 of this Article toward an approval of the resolution from the Executive Board of Koninklijke FrieslandCampina N.V. concerning the entering into or termination of continuing collaboration of a sustainable partnership of Koninklijke FrieslandCampina N.V. or a subsidiary with another legal entity or partnership or as general partner with full liability or a limited partnership if such collaboration or termination of such a collaboration is of major significance for Koninklijke FrieslandCampina N.V.
3. A suspension of the approval, such as referred to in paragraph 1, can neither be opposed by the cooperative, nor to the cooperative.

**Right of initiative.**

**Article 36.**

On the proposal of at least fifty (50) members of the cooperative, the Management Board can be requested in writing with mention of the reasons for taking into consideration items to be dealt with which are in the interest of the cooperative. As to whether such initiative shall be followed up, is at the exclusive decision of the Management Board. The Management Board informs the Membership Council on an annual basis with respect to the number and nature of submitted requests and the manner of decision-making of the Management Board as regards this. The Management Board shall with the approval from the Membership Council draw up a right of initiative rules of procedure for the members in which there is further indicated as to which items shall either or not be eligible for the right of initiative. These rules also comprise the procedure to this effect.

**Representation.**

**Article 37.**

The cooperative is judicially and extra judicially represented by the Management Board or by two (2) jointly acting members of the Management Board, including the chairperson or the vice-chairperson.

**Internal regulations.**

**Article 38.**

The Membership Council, on a proposal from the Management Board, adopts internal regulations with further rules on the functioning of the bodies of the cooperative.

**FINANCIAL REPORTING AND RESULTS**

**Financial year.**

**Article 39.**

The financial year of the cooperative coincides with a calendar year.

**Annual accounts.**

**Article 40.**

1. Annually, within five (5) months following the ending of the financial year, - except for an extension of this period by at most four (4) months by the Membership Council on the grounds of special circumstances - the Management Board draws up the annual accounts of the cooperative, which is submitted to the Membership Council for adoption.  
The annual accounts of the cooperative is accompanied by the statement from the accountant, such as referred to in paragraph 3 of this Article, so that the instruction intended for this has been issued, of the report of the Management Board and of the other information such referred to in Article 392, paragraph 1, Book 2, Burgerlijk Wetboek (*Civil Code*), however, for that concerning the other information, insofar the provisions contained in there is applicable to the cooperative.  
The annual accounts of the cooperative are undersigned by all members of the Management Board; if one of more of their signature(s) is/are missing, the reason for this is stated.
2. The Management Board shall ensure that the drawn up annual accounts, the report of the Management Board and the other information of the cooperative, such as referred to in paragraph 1 of this Article, from the day of the notice to convene up to the meeting of the Membership Council, purposed toward their dealings, is available at the office of the cooperative.
3. The cooperative gives instruction to a chartered accountant or an another specialist, such as referred to in Article 393, Book 2, Burgerlijk Wetboek (*Civil Code*), both to be referred to as: accountant, to audit the drawn up financial accounts of the cooperative from the Management Board, accordant to the provisions contained in Article 393, paragraph 3, Book 2, Burgerlijk Wetboek (*Civil Code*).  
Until the issue of the instruction, the Membership Council remains competent, or, if it does not proceed with this, the Management Board.  
The instruction issued to the accountant can at all times be withdrawn by the Membership Council as well as by the Management Board if it has issued the instruction.  
The accountant shall report to the Management Board on his audit and shall express the outcome of his audit in a statement.
4. The annual accounts of the cooperative are adopted by the Membership Council.

After the proposal towards the adoption of the financial accounts of the cooperative has been dealt with, the proposal shall be made to the Membership Council to grant discharge to the members of the Management Board for the policy conducted by them during the respective financial year for insofar, with respect to this, it is apparent from the annual accounts of the cooperative that notifications have been effected in the Membership Council.

If the Membership Council has been unable to take cognizance of the accountant's statement, the annual accounts of the cooperative cannot be adopted, unless in the other information, such referred to in paragraph 1 of this Article, it is mentioned that and why this statement is lacking.

5. a. Concerning any appropriation by an apparent credit balance of the cooperative, the Membership Council shall resolve by a motion from the Management Board.
- b. (i) If the Membership Council resolves toward the payment of a part of or the entire credit balance, there is firstly, where possible, an amount paid out over each member certificate equal to the percentage in the following sentence, multiplied by their nominal amount. The percentage as referred to in the previous sentence is equal to the mean of EURIBOR percentages for cash loans with a term of six (6) months - such weighted over the number of days for which the percentages apply - during the financial year over which the payment effects, with a three-yearly, by the Executive Board of Koninklijke FrieslandCampina N.V. to be determined, number of base points. If the achieved credit balance in any financial year is not sufficient to effect this payment, the payment shall be made from the general reserve. If the balance of the general reserve is not sufficient to make this payment, the provisions of this paragraph 5 under (b) shall first apply within the following years after the shortfall has been caught up with. Without prejudice to the provisions of paragraph 6 of this Article, no further payments shall effect over the member certificates. The decision of the Executive Board of Koninklijke FrieslandCampina N.V. requires the approval from the Supervisory Board, from the Management Board (in its capacity of shareholder) and from the Membership Council.
- (ii) If after the application of this part b (i) the remaining credit balance is paid out to the members and the former members of which the membership of the cooperative has ended in the financial year to which the annual accounts pertain, such proportional to the value of the milk delivered by them at the end of the financial year to which the annual accounts pertain, which value is calculated as if it concerned standard milk, irrespective as to whether the respective member has delivered standard or special milk, unless there has with a member been otherwise agreed with respect to the determination of the value and/or the value of the milk as delivered by that member, for which solely the Management Board is competent. Such payment may also be other than cash. The Membership Council can on the proposal from the Management Board decide that such payment effects to members other than in money and to senior members in money, and vice versa.

6. The Management Board may resolve to make an interim distribution on the member certificates from the profits of that current financial year as well as to make a distribution on the member certificates that is charged to the general reserve. The amount of a distribution as referred to in the preceding sentence shall be deducted from the amount referred to in paragraph 5 under b (i) of this Article.

## **DISSOLUTION**

### **Dissolution. General.**

#### **Article 41.**

1. The cooperative is dissolved:
  - a. by a resolution from the Membership Council thereunto, such as referred to in Article 42 paragraph 1;
  - b. by insolvency, after that it has been put into liquidation, or through the completion of the liquidation because of the condition of the assets and liabilities;
  - c. in the event of law, as ruled by a court;
  - d. through the entire absence of members.
2. The dissolution is listed in the Commercial Register maintained by the Chamber of Commerce.

In the event, such referred to in paragraph 1, under a of this Article, there is effected for this by those who are charged with the liquidation, in the event referred to in paragraph 1, under b of this Article, by the liquidator in the liquidation, in the event referred to in paragraph 1, under c of this Article, by the registrar of the court before which the matter was last pending, and in the event as referred to in paragraph 1, under d of this Article, by the liquidators.

3. If the cooperative is dissolved due to an entire lack of members, then there are at the request of a party concerned or on demand from the Public Prosecution Service, liquidators appointed by the court.

### **Dissolution. Decision-making.**

#### **Article 42.**

1. The dissolution of the cooperative in the manner as referred to in Article 41, paragraph 1, under a, can only take place through the resolution of the Membership Council to which there is convened with the notification that there shall at this be a motion for the dissolution of the cooperative.
2. The period for the notice to convene up to such meeting, is at least twenty-eight (28) days, not counting the day of the notice to convene nor the day of the meeting.
3. The Membership Council can only resolve toward dissolution with a majority of at least two-thirds (2/3) of the cast votes.
4. In the event of a dissolution of the cooperative through a resolution thereunto of the Membership Council, the liquidation effects through the Management Board of the cooperative, unless by a resolution toward dissolution other liquidators are designated.

### **Dissolution. Lack of members.**

#### **Article 43.**

1. In the event of a dissolution through an entire want of members, the credit balance lapses to those members who have ceased to be a member less than five (5) years before the dissolution. If also those persons are absent, then the credit balance lapses to those

members who have ceased to be a member less than six (6) years before the dissolution; if they are also wanting, then to those members, who have ceased to be a member less than seven (7) years before the dissolution, and so successively. Those who are entitled to a payment from the credit balance, proportionally share in this through the milk delivered by them to the cooperative, in the manner such as determined by the liquidators.

2. If, in the event of a dissolution of the cooperative, there remains a credit balance, firstly, insofar as possible, the nominal amount of the member certificates shall be paid out to those holders of member certificates such proportional to their holding, increased with the in previous years too little thereupon paid out amount, such as referred to in Article 40, paragraph 5 b (i), and with a such amount calculated over the period after the ending of the last financial year over which the annual accounts have been adopted. Insofar as possible, the holders of milk certificates shall subsequently be paid such part of the nominal amount of the milk certificates that is proportional to their holding of milk certificates. The then remaining amount is paid out to the members, such proportional to the value of the milk delivered by them over the last three (3) financial years up to and including the point in time of dissolution, which value is calculated as if it concerned standard milk, irrespective as to whether the respective member has delivered standard or special milk. Payments as referred to in this paragraph can also be effected other than in money.

**Transitional Provision.**

**Article 44.**

In deviation of article 30, paragraph 1, second sentence, Sijbren Sijmen Uiltje Attema, born in Wymbritseradeel, the Netherlands on the thirteenth day of January nineteen hundred and sixty, a former member of the cooperative, can be appointed by the Membership Council as a member of the Management Board. In deviation of article 34, he can be appointed for a period ending not later than per the moment immediately following the close of the Membership Council meeting held in December two thousand and twenty-seven. This article and its heading will lapse per the moment aforementioned person ceases to be a member of the Management Board, which appears from deregistration from the Dutch Trade Register.

**Transitional Provision.**

**Article 45.**

In derogation from the provisions of Article[s 30, paragraph 1, second sentence, and] 34, [*name of Nominated Director*] may be appointed by the Membership Council as a member of the Management Board with effect from one January two thousand and twenty-six for a period ending not later than the time immediately following the close of the Membership Council meeting to be held in December two thousand and twenty-nine. This article and its heading will lapse per the moment aforementioned person ceases to be a member of the Management Board, which appears from deregistration from the Dutch Trade Register.

**Transitional Provision.**

**Article 46.**

On [●] (the 'Merger Date'), a cross-border merger between the cooperative as the acquiring legal person, and FrieslandCampina CV, a cooperative company under Belgian law ('FrieslandCampina CV') as the disappearing legal person (the 'Merger'), became effective. Without prejudice to the provisions of Article 40, paragraph 5, the Management Board, in the context of the Merger, may decide to make a distribution charged to the general reserve to the

members who were shareholders of FrieslandCampina CV on thirty-one December two thousand and twenty-four.

This Article 46, together with its heading, will lapse on thirty-one December two thousand and twenty-eight.

**Transitional Provision.**

**Article 47.**

From the Merger Date up to and including thirty-one December two thousand and twenty-seven [*i.e., the end of the financial year of the cooperative following the financial year in which the Merger Date falls*] (the '**Transition Period**'), Article 24, paragraph 1, reads as follows:

1. Each Membership Council member has one vote in the Membership Council meeting. The joint members of the same District Council, who are part of the Membership Council, are afforded one vote in the Membership Council for each ten million (10,000,000) full kilograms of milk that was delivered to the cooperative over the past financial year of the cooperative by the members belonging to that district.

In derogation from the previous sentence, the members belonging to one and the same District Council of a district whose members delivered their milk to FrieslandCampina CV immediately prior to the Merger Date, whether or not as a former special (cooperative) member of the cooperative (each a '**Cooperative District**'), who form part of the Member Council:

- a. during the financial year of the cooperative in which the Merger Date falls, are jointly entitled to one vote for every ten million (10,000,000) whole kilograms of milk delivered to FrieslandCampina CV by the members belonging to that Cooperative District during the cooperative's last expired financial year; and
- b. during the financial year of the cooperative following the financial year in which the Merger Date falls, are jointly entitled to one vote for every ten million (10,000,000) whole kilograms of milk that:
  - i. in the period running from the first day of the cooperative's financial year in which the Merger Date falls until the Merger Date, has been delivered to FrieslandCampina CV by the members belonging to that Cooperative District; and
  - ii. in the period running from the Merger Date to the last day of the cooperative's financial year in which the Merger Date falls, has been delivered to the cooperative by the members belonging to that Cooperative District,provided that if and to the extent that milk was delivered in litres, such litres of milk delivered are converted into kilograms, whereby one (1) litre of milk equals one three-hundredth (1.03) rounded kilogram of milk.

This Article 47 will lapse upon expiry of the Transition Period.

## Annex 5 Indicative timetable

	<b>Major events</b>	<b>Expected timing</b>
1.	<p><b>Filing</b> at the offices of the Dutch commercial register of (i) this Merger Proposal, (ii) the FrieslandCampina Notice, and (iii) all other documents as required under the DCC.</p> <p><b>Filing</b> with the registry of the Commercial Court of Gent, Dendermonde department, of (i) this Merger Proposal and (ii) the Milcobel Notice.</p>	Early September 2025
2.	<p><b>Deposit</b> at the offices of FrieslandCampina of (i) this Merger Proposal, (ii) the FrieslandCampina Notice, (iii) the Written Explanatory Notes, (iv) the Report, and (v) all other documents as required under the DCC.</p> <p><b>Making available</b> of this Merger Proposal and the Written Explanatory Notes on the FrieslandCampina Milk Web.</p> <p><b>Making available</b> of this Merger Proposal on the FrieslandCampina Website.</p> <p><b>Deposit</b> at Milcobel's registered offices and <b>making available</b> of (i) the Merger Proposal, (ii) the Milcobel Notice, (iii) the Written Explanatory Notes, (iv) the Report, (v) the report of the Milcobel Statutory Auditor, and (vi) all other documents as required under the CAC on the Milcobel Member Portal.</p> <p><b>Making available</b> of the Written Explanatory Notes to Milcobel's works councils by email.</p>	Early September 2025
3.	<p><b>Announcement</b> of the filing of this Merger Proposal in the Dutch Government Gazette.</p> <p><b>Publication</b> of the Merger Proposal in the Annexes to the Belgian Official Gazette.</p>	<p>A few days after the filings as referred to at (1) and (2).</p> <p>At least ten (10) working days after the filings as referred to at (1).</p>
4.	<p>Three-month (3-month) <b>opposition period/waiting period</b> for creditors of FrieslandCampina or Milcobel respectively as referred to in Article 8.1 commences.</p>	<p>A calendar day after the respective announcement/publication as referred to at (3).</p>

5.	<b>FrieslandCampina Merger Membership Council</b> to vote on the FrieslandCampina Merger Resolution and the <b>Milcobel Merger Meeting</b> to vote on the Milcobel Merger Resolution.	Mid December 2025 (after the expiry of the opposition period as referred to at 4).
6.	<b>Issue of the Belgian Premerger Certificate and the Dutch Premerger Certificate.</b>	After all the conditions for the Merger are met/waived.
7.	<b>Execution of the Merger Deed</b> by the Dutch Civil-Law Notary.	Shortly after the issue of the premerger certificates as referred to at (6). <sup>6</sup>
8.	<b>Effective Date:</b> the Merger has come into effect	00:00 hours Central European Time at the start of the first calendar day following the day of the execution of the Merger Deed.

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<sup>6</sup> The Merger will only be implemented on the basis of this Merger Proposal if the Closing Date will be no later than 31 December 2026.

Annex 6 Incentives and subsidies received by Milcobel

**OVERZICHT SUBSIDIES MILCOBEL CV PERIODE 2020-2025**
**GELDIG PER 22/08/2025**

VERSTREKKER	INFO SUBSIDIE	NAAM SUBSIDIEONTVANGER
Departement Werk en Sociale Economie	Vlaams opleidingsverlof (VOV)	MILCOBEL
Departement Werk en Sociale Economie	Vlaamse ondersteuningspremie (VOP) voor werkgevers	MILCOBEL
Fonds voor Innoveren en Ondernemen	O&O-haalbaarheidsstudie	MILCOBEL
Departement Werk en Sociale Economie	Werkbaarheidscheque (stopgezet)	MILCOBEL
Departement Werk en Sociale Economie	Vlaams opleidingsverlof (VOV)	MILCOBEL
Departement Werk en Sociale Economie	Vlaamse ondersteuningspremie (VOP) voor werkgevers	MILCOBEL
Fonds voor Innoveren en Ondernemen	O&O-haalbaarheidsstudie	MILCOBEL
Departement Mobiliteit en Openbare Werken	Subsidies ecologisch en veilig transport (stopgezet)	MILCOBEL
DAB Fonds voor Preventie en Sanering inzake Leefmilieu en Natuur	Subsidie voor (her)aanleg riolering, KWZI's en IBA's	MILCOBEL
Departement Werk en Sociale Economie	Vlaams opleidingsverlof (VOV)	MILCOBEL
DAB Fonds voor Preventie en Sanering inzake Leefmilieu en Natuur	Subsidie voor (her)aanleg riolering, KWZI's en IBA's	MILCOBEL
Departement Werk en Sociale Economie	Vlaamse ondersteuningspremie (VOP) voor werkgevers	MILCOBEL
VLIF - Vlaams Landbouwinvesteringsfonds	Steun aan investeringen in de agrovoedingssector: AI Inline Quality Control	MILCOBEL
VLAIO - Agentschap Innoveren & Ondernemen	Ecologiepremie: waterzuivering	MILCOBEL
VLAIO - Agentschap Innoveren & Ondernemen	O&O Haalbaarheidsstudie: weiverwerking	MILCOBEL
VLAIO - Agentschap Innoveren & Ondernemen	Ontwikkelingsproject	MILCOBEL
VLAIO - Agentschap Innoveren & Ondernemen	Strategische Transformatiesteun	MILCOBEL
VLAM - Vlaams Centrum voor Agro- en Visserijmarketing	VK Incubator: Digital end-to-end oplossing voor Customs Management	MILCOBEL
VLIF - Vlaams Landbouwinvesteringsfonds	Steun aan investeringen in de agrovoedingssector: ultra- en diafiltratie	MILCOBEL
VLAIO - Agentschap Innoveren & Ondernemen	Ecologiepremie	MILCOBEL
Vlaamse Milieumaatschappij	Vlaamse Veerkracht 2022: Hergebruik waterzuiveringsstation	MILCOBEL

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**OVERZICHT SUBSIDIES MILCOBEL CV PERIODE 2020-2025****GELDIG PER 22/08/2025**

<b>VERSTREKKER</b>	<b>INFO SUBSIDIE</b>	<b>NAAM SUBSIDIEONTVANGER</b>
VLIF - Vlaams Landbouwinvesteringsfonds	Green enveloppe: machinekamer Ysco	MILCOBEL
VLIF - Vlaams Landbouwinvesteringsfonds	Intercooler, warmtewisselaar voor stoomketels	MILCOBEL
VLIF - Vlaams Landbouwinvesteringsfonds	Volautomatische Inpakrobot Ysco	MILCOBEL
VLIF - Vlaams Landbouwinvesteringsfonds	Volautomatische Inpakrobot Dupont	MILCOBEL
VLIF - Vlaams Landbouwinvesteringsfonds	vervangen snijlijn moo significant verminderen kaasafval	MILCOBEL
VLIF - Vlaams Landbouwinvesteringsfonds	Mozzarella experience center	MILCOBEL
VLIF - Vlaams Landbouwinvesteringsfonds	Warmtewisselaars voor stoomketels	MILCOBEL
VLIF - Vlaams Landbouwinvesteringsfonds	warmterecuperatie WKK	MILCOBEL

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