

FrieslandCampina Investments Holding B.V.  
Stationsplein 4,  
3818 LE, Amersfoort  
The Netherlands

**By email:** Hans.Laarakker@frieslandcampina.com

## **ACQUISITION OF SHARES IN SYNLAIT MILK LIMITED**

1. This letter agreement (**Agreement**) relates to a proposal that we have been discussing with you, which would involve The a2 Milk Company Limited (**a2MC**) acquiring, through its wholly-owned subsidiary, The a2 Milk Company (New Zealand) Limited (**a2MC NZ**), 14,634,119 fully paid ordinary shares in Synlait Milk Limited (**SML Shares**) held by FrieslandCampina (**FC**).
2. The date on which this Agreement has been signed by each of the parties is referred to as the **Agreement Date**.

### **Agreement for Sale and Purchase**

3. By signing where indicated below, FC agrees to sell, and a2MC agrees to procure the purchase by a2MC NZ of, the SML Shares at a price of NZ \$3.275 per share, for an aggregate purchase price of NZ \$47,926,739.73 (**Sale**), with effect from the Agreement Date.

### **Settlement**

4. Settlement of the Sale (**Settlement**) will occur on the date that is five working days after the Agreement Date. Settlement shall be effected by an off-market share transfer executed by the parties through the issuance of irrevocable transaction instructions to their respective custodians pursuant to which FC's custodian will transfer the SML Shares to a2MC NZ's custodian account and a2MC NZ's custodian will transfer the aggregate purchase price to FC's custodian account.
5. On Settlement, FC shall pay to a2MC NZ any dividends or other entitlements received by FC after the Agreement Date in respect of the SML Shares.
6. FC warrants that the SML Shares will be transferred free of all encumbrances and security interests (as that term is defined in section 17 of the Personal Property Securities Act 1999), and FC agrees to take all steps necessary to enable transfer of the SML Shares to a2MC NZ by the share registry.

### **Disclosure**

7. The parties acknowledge that, upon signature of all parties to this letter and delivery of a copy to the others, immediate disclosure of this Agreement is required by New



The a2 Milk Company Limited

Company No 1014105

Registered office - C/- Simpson Grierson, Level 27, 88 Shortland Street Auckland New Zealand

[www.thea2milkcompany.com](http://www.thea2milkcompany.com)

---

Zealand substantial product holder disclosure law through NZX and to Synlait Milk Limited.

**Voting Rights Unaffected**

8. Until Settlement, FC shall be free to exercise all voting rights as it sees fit.

**General**

9. The parties acknowledge and agree that the aggregate purchase price for the SML Shares is the only amount payable to FC under this Agreement. The aggregate purchase price for the SML Shares shall be paid in full. It is further acknowledged and agreed that a2MC and a2MC NZ shall not have any responsibility for any brokerage, commission or other fees incurred by FC and that FC shall not have any responsibility for any brokerage, commission or other fees incurred by a2MC or a2MC NZ.
10. This Agreement creates legally binding and enforceable obligations on the parties in accordance with its terms. This Agreement is the entire agreement between the parties in relation to the sale and purchase of the SML Shares and replaces all earlier negotiations and representations, whether oral or written, between the parties relating to the sale and purchase of the SML Shares.
11. Each party must do any thing, including execute and deliver any documents as may reasonably be required by any other parties, to obtain the full benefit of this Agreement according to its true intent.
12. This Agreement may be signed in one or more counterparts and may be exchanged as PDF copies.
13. This Agreement is governed by the laws of New Zealand. The parties submit to the non-exclusive jurisdiction of the courts of New Zealand in respect of any dispute arising.

Yours faithfully  
The a2 Milk Company Limited



Geoffrey Babidge  
Managing Director

**The terms of this Agreement are agreed and accepted by FrieslandCampina:**



Authorised signatory *Joris Kestens*

Date: *March 2nd* 2017