

ADMINISTRATIVE & FINANCIAL AGREEMENT

STICHTING MARS PENSIOENFONDS

having its registered office in Veghel,
hereinafter referred to as "the Pension Fund",

and

MARS NEDERLAND B.V.

having its registered office in Veghel,
hereinafter referred to as "the Company",

hereinafter separately or jointly referred to as "party" or "parties"

HAVING TAKEN INTO ACCOUNT THAT

- a. the Company has entered into pension agreements (*pensioenovereenkomsten*) with the employees who are employed by the Company in the Netherlands;
- b. the Company is obliged based on article 23 of the Dutch Pension Act (*Pensioenwet*, or "the Pension Act") to entrust the pension agreements to a pension administrator (*pensioenuitvoerder*) within the meaning of the Pension Act, by means of agreeing and maintaining a written Administrative & Financial Agreement (*uitvoeringsovereenkomst*) with the pension administrator;
- c. for the administration of the pension agreements the Company has enlisted a Company pension fund, namely the Pension Fund;
- d. under article 25 of the Pension Act, rules concerning the subjects specified in that article must be included in the Administrative & Financial Agreement;

- e. under article 26 of the Pension Act, rules concerning payment of the contributions to the Pension Fund by the Company must be included in the Administrative & Financial Agreement;
- f. it is in both parties' interests that the pension scheme should be well administered and the parties therefore wish to lay down their rights and obligations vis-à-vis each other in this Administrative & Financial Agreement;

DECLARE THAT THEY HAVE AGREED AS FOLLOWS:

Article 1 Definitions

1. The following definitions apply to this Administrative & Financial Agreement:
 - a. the articles of association: the articles of association (*statuten*) of the Pension Fund, according to its terms as at the date on which this Administrative & Financial Agreement commences or as subsequently amended in accordance with the relevant provisions in the articles of association, while this Administrative & Financial Agreement remains in force.
 - b. the pension plan rules:
 - the ARP/ASP Pension Plan
 - the Final Pay Pension Planof the Pension Fund, according to their terms as at the date on which this Administrative & Financial Agreement commences or as subsequently amended in accordance with article 12, unless this Administrative & Financial Agreement determines otherwise;
 - c. the Pension Act: the Dutch Pension Act (*Pensioenwet*);
 - d. the pension agreements: the pension agreements concluded between the relevant employees and the Company (*pensioenovereenkomsten*);
 - e. Industry wide pension fund: the Industry wide pension fund for the confectionery industry (*Stichting Bedrijfstakpensioenfonds voor de Zoetwarenindustrie*);

- f. the Pension Board: the Pension Fund's board;
 - g. the DNB: the Dutch pension regulator (*De Nederlandsche Bank N.V.*).
2. The pension plan rules form an integral part of this Administrative & Financial Agreement and are attached to this Administrative & Financial Agreement as **appendices 2 and 3.**
 3. The Company accepts any amendments of the pension plan rules provided that the amendments shall be governed between both parties in accordance with article 12.
 4. Unless this Administrative & Financial Agreement specifies otherwise, the definitions incorporated in the pension plan rules shall apply herein.

Article 2 Risk attitude and financial management tools

The following paragraphs describe the risk attitude, feasibility test and financial management tools that the Pension Board has at its disposal and when it can employ these. The strength of these management tools and the recovery capacity of the Pension Fund's financial position will be checked using an initial feasibility test and subsequently an annual feasibility test and subsequently an ALM study every 3 years.

The Investment policy is derived from the ALM study taking into account the risk attitude of the Pension Fund and the Company.

In case of a change in the risk attitude of the Pension Board and/or in the risk profile of the accrued liabilities, but at least every three years, the strategic investment policy, the contribution policy and the indexation policy will be fully reviewed and will be consulted with the Company.

1. Risk attitude

The objectives, policy principles and risk attitude of the Pension Fund are results of the mission, vision and strategy of the Pension Fund. The risk attitude describes the risk appetite and risk tolerance of the Pension Fund as agreed with the stakeholders. The risk attitude of the Pension Fund is as follows:

- The Pension Fund executes a Final Pay Pension Plan and DC pension plan with specific features (ARP/ASP Pension Plan);
- For the combination of the two pension plans the Company pays an average contribution. Part of the contribution policy is the obligation for the Company to pay additional contributions in case of shortages at the Pension Fund. As a consequence the probability of a reduction of the accrued pension benefits is small;
- Investment risk should be taken to achieve the ambitions of Pension Fund. Both the Company and the Pension Fund believe that investment risk is rewarded with a higher expected return;
- The Company accepts that investment risk might result in high additional contributions in the short term in case of shortages, because expectations are that in the long term this investment risk results in higher returns and therefore on average higher indexation results and lower Company contributions (due to contribution reductions);
- The Pension Fund accepts that investment risk might result in limited indexation in the short term, because expectations are that in the long term this investment risk results in higher returns and therefore a better indexation including repair of missed indexation and benefit reductions.

The risk attitude for the short term is expressed in terms of the ongoing solvency margin ratio (OSMR);

- The OSMR based on the interim policy for 2015 as of 1 January 2015 is equal to 132.7%.
- The OSMR based on the actual investment policy as of 1 January 2015 is 135.8%.

The following bandwidths for the ongoing solvency margin ratio ensure that the Pension Fund has sufficient policy space to incorporate any changes that might be necessary under changing market conditions. When these bandwidths are likely to be exceeded, the Pension Fund will consult with the Company.

The risk attitude for the short term results in the following bandwidths for the OSMR:

- Lower limit: 125%
- Upper limit: 140%

The risk attitude for the long term results in three lower limits that are relevant for the feasibility test. These limits are:

	Pension Fund
Lower limit for median of expected pension result, from required funding ratio	90%
Lower limit for median of expected pension result, from actual funding ratio	80%
Maximum deviation with respect to median in case of a negative scenario (5th percentile)	$\Delta = 25\%$

The Pension Board has established these lower limits upfront through a qualitative assessment and in line with the risk attitude. The quantitative analysis will take place in the feasibility test.

2. Feasibility test

The Pension Fund has conducted an initial feasibility test in accordance with article 22 of the Resolution Financial Assessment Framework and the elaborations of article 30 of the Regulations for the Pension Act. Every year the feasibility test is performed again. The assumptions to be used in the feasibility test concerning investment yields, wage and price developments, etc. – parameters - will be determined by the Pension Board prior to the test on the basis of the insights then applicable. In this context, legal requirements and guidelines of DNB for the feasibility test applicable at that time will be observed. Legal requirements are

written down in article 23a of the statutory Resolution Financial Assessment Framework.

The annual feasibility test monitors whether the expected pension result is still consistent with the original expectations, based on the actual financial position of the Pension Fund and the new economic circumstances. The annual feasibility test is conducted to assess whether the expected pension result at fund level is sufficiently in line with the established lower limit and whether the pension result at the Pension Fund level in the negative scenario does not deviate too much from the expected pension result at fund level.

The Pension Fund will consult with the stakeholders whether, and if so, what measures should be taken in case the annual feasibility test indicates that (at least) one of the following criteria from the initial feasibility test is not met:

- The expected pension result at fund level remains above the lower limit for the pension result as established by the Pension Fund; and / or
- The pension result at fund level in the negative scenario does not deviate too much from the expected pension result at fund level, according to the maximum deviation as established by the Pension Fund.

3. Recovery plan

The financial management tools defined in the following paragraphs show how the Pension Board conducts its financial and other policies, which the Pension Board believes are healthy policies. Nevertheless, the Pension Board may need to take supplementary measures in case the Policy Funding Ratio falls below the OSMR. These supplementary policies are focused on bringing the financial resources up to the required levels, in which the interests of everyone concerned are taken into account. The Pension Board reviews the financial position at least on a monthly basis or more often if exceptional developments in assets or liabilities occur.

If the Policy Funding Ratio is less than the OSMR at the end of a calendar quarter, the Pension Fund will immediately report this to DNB. The Pension Fund will then submit a concrete and feasible recovery plan to DNB within three months, or sooner

if required by DNB. This is not required if at the moment that the recovery plan should be submitted, the Policy Funding Ratio complies with article 132 of the Pension Act. This recovery plan will ensure that this deficit versus the OSMR based on the long term strategic asset allocation will be eliminated within a period of no more than 10 years (12 years for a recovery plan submitted in 2015 and 11 years for a recovery plan submitted in 2016), or sooner if required by DNB. The financial management tools referred to in the following paragraphs will be employed to improve the financial position.

4. Investment policy

The Investment policy is derived from the ALM study taking into account the risk attitude of the Pension Fund and the Company.

In case of a change in the risk attitude of the Pension Board and/or in the risk profile of the accrued liabilities, but at least every three years, the strategic investment policy will be recalibrated on the basis of a new ALM analysis.

5. Contribution policy

The contribution policy, as a management tool, will be employed depending on the Policy Funding Ratio. The Pension Board can decide to increase or reduce the contribution as identified in Article 3. In doing this, the Pension Board uses the contribution policy rules as described in Article 3, which are schematically shown in appendix 1. The Pension Fund's Policy Funding Ratio is the main determinant for this assessment. The contribution policy is set up according to the requirements of the Pension Act. Using the guiding principles as described in Article 3 and included in appendix 1, the Pension Board makes a decision concerning the actual contribution. The Pension Board decides by using primarily this guideline, but, if motivated and after consulting with the Company, can deviate from it.

6. Indexation policy and interest addition

The Pension Board annually determines whether the financial means are sufficient to grant an annual indexation. In this regard, the Pension Board adopts the policy rules that are specified in Article 3 and that are schematically shown in Appendix 1. The Pension Fund's Policy Funding Ratio is the main determinants for this assessment.

The indexation policy is set up according to the requirements of the Pension Act. Using the guiding principles included in these rules, the Pension Board makes a decision concerning the level of the indexation granted. The Pension Board decides in principle by using primarily this guideline, but, if motivated, it can deviate from it. However, the Pension Board can in principle not grant more than the sum of the Target Indexation and catch-up indexation except in exceptional circumstances. When, for a longer period of time, the inflation has been above 4% the Pension Board may consider proposing a catch up indexation in consultation with the Company, following article 14, paragraph 5.

The Pension Board annually determines whether the financial means are sufficient to grant the (additional) annual interest additions of the ARP Plan. The Pension Board decides in principle by using the guideline for these interest additions, but, if motivated, it can deviate from it.

7. Refund policy in case of liquidation of the Pension Fund

In the event of a liquidation of the Pension Fund any surplus remaining after a transfer of all liabilities to another pension provider will be paid back to the Company after the following four matters have been guaranteed.

- 1 All accrued pension entitlements and pension rights are fully funded.
- 2 Back-logs in Target Indexation for the preceding 10 years will be caught up.
- 3 The reduction of pension rights, based on Article 134 of the Pension Act, is fully compensated for the preceding 10 years.
- 4 All expected future Target Indexation is fully funded.

8. Contingency clause

If, despite deployment of all available management tools, a situation of underfunding cannot or is not likely to be eliminated within the predetermined period(s) as specified in the previous paragraphs, the Pension Board is authorized to reduce accrued pension entitlements and pension rights (write-down). Benefit reductions can be a very effective measure, but are not deployed as long as the Company is able to honour the Administrative & Financial Agreement.

When the Company is not able to deliver on the Administrative & Financial Agreement, benefit reductions can occur if:

- The recovery plan indicates that with the use of other financial management tools recovery within the statutory time limits is not possible. Reduction of benefits will then be spread over the duration of the recovery plan. Only the reduction in the first year will be applied unconditionally. Any scheduled reductions in later years will only be applied if and when this is necessary based on the recovery plan in the specific year.
- The Policy Funding Ratio is below MTR on five consecutive (annual) assessment points and the actual funding ratio is below MTR. Accrued pension benefits will be reduced to end the situation of underfunding immediately by the reduction of the accrued entitlements and rights. This reduction is unconditional and will be spread over the remaining duration of the recovery plan.

9. ALM-study

The Pension Board aims to test the current policies specified in this agreement annually using the results of the annual feasibility test, and at least once every three years by using an ALM study. On the basis of the results, among other things, there will be an assessment whether the risks are still within acceptable limits, whether the policy management tools are as effective as desired, and whether the agreed indexation ambition is still achievable. If the results of this analysis provide reasons for changes, one or more of the policies will be adjusted after consultation with the stakeholders taking into account the legal and agreed conditions for such changes. The assumptions to be used in the ALM study concerning investment yields, wage and price developments, etc. – parameters - will be determined by the Pension Board prior to the test on the basis of the insights then applicable..

Article 3: Contribution and Indexation Policies

1. Definitions for contribution and indexation policies

1. The contribution and indexation policies makes use of various funding levels. These levels are indicated with the following abbreviations and associated definitions:
 - a. AAL: Actuarial Accrued Liability at risk of the Pension Fund equal to market value of accrued liabilities according to Dutch legislation.
 - b. MTR: Minimum Technical Reserve equal to the required minimum Policy Funding Ratio according to the requirements of Article 131 of the Pension Act. The MTR can be calculated in detail as specified in Article 11 of the Resolution Financial Assessment Framework.
 - c. OSMR: Ongoing Solvency Margin Ratio equal to the required Policy Funding Ratio based on the investment policy and risk exposure according to the requirements of Article 132 of the Pension Act.

The basic principle for the level of the ongoing solvency margin ratio as referred to in Article 132 of the Pension Act is that there is less than 2.5% risk that the Policy Funding Ratio will be less than 100% in the forthcoming year. The OSMR depends on the Pension Fund's risk profile. The OSMR is determined by using the standard model, as defined by the supervisor DNB and is based in principle on the most likely asset allocation for the year concerned, this is the interim asset allocation. The standard model defines several types of risk (i.e. market risk, interest risk) and calculates the (negative) effect of this risk on the regulatory own funds. The calculations of the standard model depend on market conditions and therefore fluctuate over time. Since the standard model for calculation of the required funding ratio adequately covers the risk profile of the Pension Fund, the Pension Fund uses the standard model. The applicable investment strategy, instruments used and risks involved in the investment policy are consistent with the methodology of the standard model for calculation of the OSMR.

The ARP/ASP Pension Plan is classified as a liability at the risk of the members and not as a liability at the risk of the Pension Fund. For liabilities not at risk of the Pension Fund the MTR is applied for determining the OSMR. In case of (a part of) a Pension Fund without investment risks (like the ARP/ASP Pension

Plan), the MTR is 1%. The Pension Fund will incorporate the MTR for the ARP/ASP Pension Plan in the calculation of the OSMR of the AAL as of 30 June 2015.

d. CCL: Contribution Cut Limit and equal to the maximum of:

- The OSMR + 5% point; and
- 110% + the actuarial liability of all expected future target (conditional) indexations yet to be granted.

The actuarial liability of future indexation is determined based on the valuation principles for the AAL, except for the actuarial interest rate. The actuarial interest rate for the actuarial liability of future indexations is equal to the maximum expected yield for equities according to Article 23a, sub 1b of the statutory Resolution Financial Assessment Framework.

e. TIL: Target Indexation Limit and equal to the maximum of:

- The OSMR; and
- 110% + the actuarial liability of all expected future target (conditional) indexations yet to be granted.

The actuarial liability of future indexation is determined based on the valuation principles for the AAL, except for the actuarial interest rate. The actuarial interest rate for the actuarial liability of future indexations is equal to the maximum expected yield for equities according to Article 23a, sub 1b of the statutory Resolution Financial Assessment Framework.

f. General Reserve. The General Reserve as at the balance sheet date is equal to the difference between the total assets on the one hand, and the sum of the total liabilities of the Pension Fund on the other hand.

g. FR: Actual Funding Ratio. The Actual Funding Ratio is equal to the sum of the AAL and the general reserve divided by the AAL. If the Pension Board takes a decision which affects the liabilities or the assets, such as change of the valuation principles or an indexation decision, this will be included in the Actual Funding Ratio by the end of the month in which the decision was taken.

h. PFR: Policy Funding Ratio. The PFR is relevant for the financial position of the Pension Fund, the contribution and indexation policies and decision making by the Pension Board. The Pension Fund determines the PFR at the end of a

month as the average of the FR by the end of the month and the eleven preceding months.

2. Contribution policy

The contribution policy consists of the following contributions:

- The actuarial cost-covering contribution is the theoretical, actuarial contribution that has to be added annually to both the AAL and to the Actuarial Accrued Liability at risk of the members;
- The smoothed cost-covering contribution is the cost-covering contribution with an interest rate based on the expected yield of the Pension Fund's investments;
- The structural contribution is the long term contribution as set by the Pension Fund and the Company;
- The actual contribution is the contribution that the Pension Fund actually receives from the Company and associates combined.

2.1 Actuarial cost-covering contribution

The actuarial cost-covering contribution for a certain year is determined in November of the preceding year and consists of the following elements.

a. the Final Pay Pension Plan:

The actuarial cost-covering contribution for the Final Pay Pension Plan consists of the following elements (as mentioned under article 128 Pension Act):

- 1 The actuarial future service lump sum, which equals the costs for the accrual of the pension entitlements in the financial calendar year as a result of the increase in years of service of all active members in the Final Pay Pension Plan.
- 2 The actuarial past service lump sum, which equals the costs for the increase of the accrued pension entitlements of the active members in the Final Pay Pension Plan for the completed years of service as a result of, among other things, increases of the basic and top-up annual salary based on the best estimate of the future remuneration policy of the Company and the expected unconditional indexation on January 1 of the following year of part of the Additional Retirement and Additional Partner's Pension.

- 3 The death-in-service risk premium, which equals the risk premium for the currently unfunded portion of the achievable Partners' Pension benefits that would be granted on death in service. This death-in-service risk premium is equal to the present value of these unfunded benefits multiplied with the probability the associate dies in the year concerned
- 4 The disability-in-service risk premium, which covers the risks of both the work disability benefit and the continuation of the non-contributory pension accrual in the event of work disability. The costs of work disability benefits are determined by the height of the salary: if an associate disables a temporary payment of 75% of the uncapped salary above the WIA-excedent-border has to be paid out until the retirement age of 67. The risk premium is equal to the present value of these payments multiplied with the probability the associate becomes occupationally disabled.

Continuation of pension accrual is determined by the difference between the attainable pension rights and the funded pension rights, both for Retirement Pension and Partner's Pension, at the moment of becoming occupationally disabled. In case an associate becomes disabled, this difference has to be funded, so the risk is equal to the present value of this accrual multiplied with the probability the associate becomes occupationally disabled.

- 5 The solvency loading to maintain the ongoing solvency margin ratio (OSMR). This loading is based in principle on the most likely asset allocation for the year concerned, this is the interim asset allocation and is equal to $\{(OSMR/AAL)-1\}$ multiplied by the elements 1 to 4 above.
- 6 The administration cost loading for executing the Pension Fund. is based on the annually expected administration and disbursement costs to be paid by the Pension Fund, minus the annual release from the liability regarding administration costs in case of actual benefit payments. This administration cost loading is equal to 2.3% of the total (capped) pensionable salary of all active members of the Final Pay Pension Plan. The administration cost loading is reviewed periodically.

b. the ARP/ASP Pension Plan: ARP part

The actuarial cost-covering ARP contribution for the ARP/ASP Pension Plan consists of the following elements (as mentioned under article 128 of the Pension Act):

- 7 The ARP future service lump sum, which equals the sum of the age dependent contributions that are added to the Pension Accrual Accounts in the coming calendar year.
- 8 The ARP death-in-service risk premium, which equals the risk premium for the Partner's Pension and Orphan's pension that would be granted on death-in-service. The risk capital is equal to the present value of these benefits minus the savings in the Pension Accrual Account. The death-in-service risk premium is equal to the risk capital multiplied with the probability the associate dies in the year concerned.
- 9 The ARP disability-in-service risk premium, which equals the risk premium for the following two risks. The risk of Work Disability Pension, and the risk of continuation of non contributory pension accrual on the Pension Accrual Accounts in the event of work disability. The costs of the Work Disability Pensions are determined by the height of the salary: if an associate becomes disabled a temporary payment of 75% of the uncapped salary above the WIA-excedent-border has to be paid out until the retirement age of 67. The risk premium is equal to the present value of these payments multiplied with the probability the associate becomes occupationally disabled.

Continuation of pension accrual due to occupational disability for the ARP Plan means the Pension Fund has to pay the contributions as of the moment the member becomes occupationally disabled. These contributions are age related and increase when an associate reaches the next step on the contribution table. The risk premium is equal to the present value of these contributions multiplied with the probability the associate becomes occupationally disabled.

- 10 The administration cost loading for executing the Pension Fund is based on the annually expected administration and disbursement costs to be paid by the Pension Fund, minus the annual release from the liability regarding administration costs in case of actual benefit payments. This administration cost loading is assumed to be equal to 2.3% of the total (capped) pensionable salary of all active members of the ARP/ASP Pension Plan. The administration cost

loading is reviewed periodically.

c. the ARP/ASP Pension Plan : ASP part

The actuarial cost-covering ASP contribution for the ARP/ASP Pension Plan consists of the following elements (as mentioned under Article 128 of the Pension Act:

- 11 The ASP future service lump sum, which equals the sum of the compulsory member contribution, the voluntary contribution that is paid in the financial year by the active members to the Pension Fund and the 100% Company match under the ASP part of the ARP/ASP Pension Plan in the coming calendar year.
- 12 The ASP disability-in-service risk premium, which equals the premium for the risk of continuation of non-contributory pension accrual in the event of work disability. Continuation of pension accrual due to occupational disability for the ASP Pension Plan means the Pension Fund has to pay the premiums as of the moment the member becomes occupationally disabled. These contributions are age related and increase when an associate reaches the next step on the contribution table. The risk premium is equal to the present value of these contributions multiplied with the probability the associate becomes occupationally disabled.

2.2 Smoothed cost-covering contribution

The smoothed cost-covering contribution consists of the same elements as the actuarial cost-covering contribution and is based on the same actuarial assumptions as the actuarial cost-covering contribution except for the interest rate. The smoothed cost-covering contribution uses the actuarial interest rate as described below. The smoothed cost covering contribution for a certain year is determined in November of the preceding year.

Actuarial interest rate

The actuarial interest rate used is equal to the expected yield based on the long-term strategic asset allocation of the Pension Fund. The expected yield (set in accordance with article 128, 2 of the Pension Act) is derived on the basis of the various investment categories, in which the expected yield for each category is equal to the

maximum as prescribed in article 23a of the statutory Resolution Financial Assessment Framework ('Besluit Financieel Toetsingskader Pensioenfondsen'). In accordance with article 4 of the Resolution Financial Assessment Framework, the expected yield for fixed income is determined for a period of five years based on the term structure of interest rates, as published by DNB, applicable on September 30 of the year preceding the five year period. The first year of application of the expected yield for fixed income as described above will be for the contribution for the year 2016, which is determined in November of 2015. This method is reconsidered every five years or sooner if there is a significant change of policy or risk profile of the Pension Fund or required by law or DNB (in accordance with Article 4-3 of the Resolution Financial Assessment Framework).

2.3 Structural contribution

The structural contribution equals the sum of 20% of the total of the (capped) pensionable salaries of all active members in the ARP/ASP and Final Pay Pension Plans combined, plus the associates' contributions.

2.4 Actual contribution

The actual contribution, as agreed between the Company and the Pension Fund, equals the structural contribution determined on the basis of paragraph 2.3, where the structural contribution is at least equal to the smoothed cost-covering contribution for that year as calculated in November of the preceding year, unless the Policy Funding Ratio is above CCL and the Pension Fund complies with the legal conditions for a reduction in contribution or unless the Pension Board has decided to deviate from the policy after the Company has been consulted.

The Pension Board can decide to increase or reduce the actual contribution. In doing this, the Pension Board uses the following contribution policy rules, which are schematically shown in appendix 1. The Pension Fund's Policy Funding Ratio is the main determinant for this assessment. The contribution policy is set up according to the requirements of the Pension Act. Using the guiding principles included in this article, the Pension Board makes a decision concerning the actual contribution. The Pension Board decides by using primarily these guidelines, but, if motivated, can

deviate from it after the Company has been consulted. The contribution policy entails:

a. Policy Funding Ratio lower than MTR:

- 1 The actual contribution is equal to the maximum of the structural contribution and the smoothed cost-covering contribution for that year, plus one x-th of $[MTR - PFR] * AAL$, where x is equal to five in the first four years of the five year period after the Policy Funding Ratio fell below MTR and equal to one in the fifth year of this five year period (one fifth of the remaining shortage in the first year of the recovery plan, one fifth of the remaining shortage in the second year, one fifth of the remaining shortage in the third year, one fifth of the remaining shortage in the fourth year and the full remaining shortage to meet MTR at the end of the fifth year). In case the PFR is above MTR on one of the five evaluation dates, a new five year period restarts at the moment the PFR falls below MTR again. The Company is allowed to pay more than one fifth of the shortage in any of the first four years of the five year period.
- 2 One thirteenth of the maximum of the structural contribution and the smoothed cost-covering contribution for that year is paid no later than two weeks after the period, to which the one thirteenth of the contribution relates, has ended.
- 3 The additional contributions of one x-th are calculated once per year at the end of year 1, 2, 3, 4 and 5 of the recovery plan and will be based on the estimated (P)FR at that moment. The additional contributions are due at the end of year 1, 2, 3, 4 and 5 of the recovery plan and will be paid within one month after the end of the year 1, 2, 3, 4 and 5 of the recovery plan. The additional contribution in the fifth year is equal to the remaining shortage based on the actual funding ratio $[MTR - FR] * AAL$.

b. Policy Funding Ratio between MTR and OSMR:

- 4 The actual contribution is equal to the maximum of the structural contribution and the smoothed cost-covering contribution for that year plus one y-th of $(OSMR - PFR) * AAL / (\text{sum of (capped) pensionable salaries})$, where y is equal to the remaining number of years of the recovery period.

- 5 The actual contribution is subject to a maximum. The actual contribution and the contribution that the Company must pay to the Industry wide pension fund in respect of any calendar year, shall not exceed 25% of the sum of the (capped) pensionable salaries of all active members in the ARP/ASP and Final Pay Pension Plans combined in that calendar year, unless the resulting actual contribution would not be cost-covering or would be insufficient for timely recovery according to the recovery plan. In that case the actual contribution will be increased in such a way that the actual contribution is cost-covering or is exactly enough for timely recovery according to the recovery plan. The actual contribution is expressed as a fixed percentage of the salary sum for the remaining recovery period until a new recovery plan has been submitted to DNB. The contribution of the Industry wide pension fund is understood to mean the usual contribution to the Industry wide pension fund.
- 6 One thirteenth of the actual contribution is paid no later than two weeks after the period, to which the one thirteenth of the contribution relates, has ended.

c. Policy Funding Ratio between OSMR and [OSMR + 5% points]:

- 7 The actual contribution is equal to the maximum of the structural contribution and the smoothed cost-covering contribution for that year.
- 8 One thirteenth of the actual contribution is paid no later than two weeks after the period, to which the one thirteenth of the contribution relates, has ended.

d. Policy Funding Ratio above CCL:

- 9 The actual contribution is equal to the maximum of the structural contribution and the smoothed cost-covering contribution and can be reduced according to sections 2.4.10 to 2.4.12 below.
- 10 The actual contribution is only reduced if benefit reductions and a backlog in granted Target Indexation over the past 10 years have been caught up.
- 11 The actual contribution after applying the reduction is at least equal to the age dependent contributions of the ARP-plan that are added to the Pension Accrual Accounts and the age dependent contributions of the ASP-plan that are added to the Investment Accounts.

12 One thirteenth of the actual contribution is paid no later than two weeks after the period, to which the one thirteenth of the contribution relates, has ended.

3. Conditional indexation

The Pension Board aims, insofar as and if its financial means allow this, to adjust the pension benefits annually. The indexation policy is conditional, except for the unconditional indexation of part of the Additional Retirement and Additional Partner's Pension entitlements. It is uncertain whether indexation will be granted in the future and to what extent. No funds are allocated for future indexation. The valuation of liabilities is based on the nominal term structure of interest rates, published by DNB. The investment return above the nominal term structure of interest rates can be allocated to funding of indexation.

The Pension Board annually determines whether the financial means of the Pension Fund are sufficient to grant an annual indexation. The Pension Fund's Policy Funding Ratio and the requirements of the Pension Act in general are the main determinants for this assessment. In this regard, the Pension Board adopts the policy rules described in the next paragraphs and that are schematically shown in appendix 1. Using the guiding principles included in these rules, the Pension Board makes a decision concerning the level of the indexation granted. The Pension Board decides in principle by using primarily this guideline, but, if motivated, it can deviate from it. However, the Pension Board can in principle not grant more than the sum of the Target Indexation and catch-up indexation except in exceptional circumstances and after consulting with the Company. When, for a longer period of time, the inflation has been above 4% the Pension Board may consider proposing a catch up indexation in consultation with the Company, following Article 14, paragraph 5.

3.1 Target indexation

The Target Indexation is determined as the lower of:

- .1. 75% of Consumer Price Index 'all-households' (CPI), as published by CBS over the months September versus September of the preceding year
- .2. 3%

If for a particular year there is deflation – negative inflation – the Target Indexation for that year is set to zero, and in determining the Target Indexation for the following year, the comparison is then made between 75% of the cumulative CPI for the previous two years, and 3% compounded for two years. If the cumulative CPI for the two year period is still negative, the Target Indexation for the second year is also zero, and the process is then continued for a third year, and so on until the cumulative CPI becomes positive.

The Additional Retirement and the Additional Partner's Pension entitlements that are awarded from the commutation of the pension entitlements in 2006 and 2014 will be annually unconditionally adjusted according to the wage index: the CBS figure for the collective labour agreement (CAO), hourly wages, including special remunerations for the Food and Beverages Industry, private companies, for the month September versus September of the preceding year. The costs for this indexation are included in the annual contribution. For the Additional Retirement and Additional Partner's Pension entitlements that are awarded from the commutation of the pension entitlements to the Final Pay Pension Plan in 2015, the Target Indexation (conditional and depending on the financial position of the Pension Fund) is equal to the wage index: the CBS figure for the collective labour agreement (CAO), hourly wages, including special remunerations for the Food and Beverages Industry, private companies, for the month September versus September of the preceding year. In case of members of the ARP/ASP Pension Plan that have deceased during active service their Partner's Pension and Orphans Pensions are indexed according to the indexation policy for the Final Pay Pension Plan. At retirement the balance of the Pension Accrual Account of the ARP Pension Plan is converted into a pension benefit. This is also the case when a Former Member passes away. These benefits are indexed according to the indexation policy of the Final Pay Pension Plan.

In the event of negative inflation or deflation, pension benefits will not be adjusted downward, but the amount of any such deflation will be remembered for future years. Any positive inflation in subsequent years will first be offset by the amount of such deflation, before pension benefits are increased.

Limitation of indexation granted to the (cumulative) Wage Index

The Pension Board has a further guideline which is designed to limit both the indexation per year and the cumulative indexation over time to respectively the Wage Index per year and the cumulative Wage Index over time. In this guideline the following definitions are used:

- The Wage Index is defined as the CBS figure for the collective labour agreement (CAO) hourly wages including special remunerations for the Food and Beverages Industry, private companies, for the months September versus September of the preceding year.
- The cumulative Wage Index is the Wage Index over the period of 10 years preceding the period of September to September of the preceding year and is restricted to years since January 1, 2008, when this guideline was originally designed.
- Original Target Indexation is the Target Indexation as defined in the previous paragraph.
- The cumulative original Target Indexation is the original Target Indexation over the period of 10 years preceding the period of September to September of the preceding year and is restricted to years since January 1, 2008, when this guideline was originally designed.
- (Actual) Target Indexation is the Target Indexation after following the guideline below.
- The cumulative (actual) Target Indexation is the (actual) Target Indexation over the period of 10 years preceding the period of September to September of the preceding year and is restricted to years since January 1, 2008, when this guideline was originally designed.
- Retained Target Indexation is the remaining balance of original Target Indexation which has not been incorporated in the (actual) Target Indexation and is equal to the cumulative original Target Indexation minus the cumulative (actual) Target Indexation. It is restricted to the period of 10 years preceding the period of September to September of the preceding year and it is restricted to years since January 1, 2008, when this guideline was originally designed.

The guideline consists of the following:

- When, in a particular year, the original Target Indexation is higher than or equal to the Wage Index for that year, the (actual) Target Indexation shall be restricted to the Wage Index for that year.
- When, in a particular year, the original Target Indexation is lower than the Wage Index, the (actual) Target Indexation will be equal to the original Target Indexation plus the minimum of:
 - the positive difference between Wage Index and original Target Indexation; and
 - any positive Retained Target Indexation; and

- any positive difference between the cumulative Wage Index plus the Wage Index and the cumulative (actual) Target Indexation plus the original Target Indexation.

3.2 Standard Ongoing Indexation

Any indexation will only be granted if and insofar as the Pension Fund's financial position, permits it. This judgement is fully within the decision power of the Pension Board. The Pension Board decides each year whether or not and, if so, to what extent indexation is granted. The Pension Board decides by using the following guideline:

- Policy Funding Ratio is equal to or below 110%: no indexation.
- Policy Funding Ratio is between 110% and TIL: partial indexation equal to a percentage of the Target Indexation on the basis of linear interpolation between 110% and TIL and to the extent that this indexation is expected to be granted in the future.
- Policy Funding Ratio is above TIL: Target Indexation.

The result of the application of this guideline is called the Standard Ongoing Indexation.

The Pension Board decides in principle using this guideline but if motivated can deviate from it.

3.3 Catch-up indexation and repair of benefit reductions

Any positive difference between the target indexation as referred to in paragraph 3.2 and the actual granted index will be recorded for future catch-up indexing (*inhaalindexatie*).

Where the Policy Funding Ratio is higher than the maximum of OSMR + 5% point and TIL, the Pension Board will consider repair of benefit reductions in previous years and granting catch-up indexation using the following guidelines:

- A repair of benefit reductions and backlog in indexation is only considered from the immediately preceding period of 10 years.
- The oldest benefit reductions and backlog will be caught up first. Benefits reductions of a certain year will be caught up first, before any catch-up indexation of the year concerned.

- Only Former Members and Pensioners who meet both of the following two conditions will receive this catch-up indexation:
 - 1 They actually received less than the Target Indexation, and would have been entitled to it at that particular moment in time.
 - 2 At the time of granting the catch-up indexation they are still Former Members or Pensioners in the Pension Fund.
- Only Former Members and Pensioners who are still member in the Pension Fund at the time of granting repair of benefit reductions receive these repairs.
- Repair of benefit reductions and catch-up indexation are granted with effect from the date that the decision to grant repair of benefit reductions and catch-up indexation is taken. There is no retroactive effect.
- Granting any catch-up indexation or repair of benefit reductions cannot lead to a Policy Funding Ratio lower than [OSMR+5% points].
- In accordance with Article 137 of the Pension Act, no more than one fifth of (PFR minus TIL) * AAL can be used for granting repair of benefit reductions and catch-up indexation in any year.

Notwithstanding the paragraphs mentioned above, any decision by the Pension Board in respect of indexation shall be based on the relevant provisions in article 2.

The provisions of this article in respect of indexation will apply, *mutatis mutandis*, on the pension bases of the members as referred to in article 6, paragraph 5.

Article 4 Offer and acceptance

1. The Company registers the employee with the Pension Fund within four weeks after the commencement date of that employee's employment contract. Such registration must take place in the manner specified by the Pension Fund.
2. The Pension Fund is obliged to accept the employees referred to in the first paragraph as member of the Pension Fund according to the provisions of the applicable pension plan rules.

Article 5 Administration of the pension entitlements and rights

1. The Pension Fund is obliged to insure and administer the pension entitlements and rights of the members, deferred members and other persons having pension entitlements and rights arising from the pension plan rules in accordance with the provisions of the pension plan rules and the relevant requirements stipulated by the law or by regulators within the meaning of article 151 of the Pension Act. The Pension Fund administers the pension plan rules fully, accurately and in a timely fashion.
2. The parties faithfully comply with all of the relevant provisions in the pension plan rules, this Administrative & Financial Agreement and the decisions taken by the Pension Board. The parties are also obliged to comply faithfully with all legislation and other regulations applicable to the pension regulations.
3. The Pension Fund commits to comply faithfully with the agreement between the Pension Fund and the insurer (if any) in which all or part of the obligations arising from the pension plan rules for the Pension Fund are reinsured.
4. If the pension plan rules as applicable at the time when this Administrative & Financial Agreement is entered into or thereafter exceeds the tax limits under the Wages and Salaries Tax Act 1964 (*Wet op de loonbelasting 1964*), the ensuing financial consequences of the Pension Fund will be accountable to the Company.

Article 6 Contributions

1. The Company shall periodically pay a total contribution to the Pension Fund. The Pension Board shall determine this total contribution on the basis of article 3
2. The Pension Board shall, on the basis of the policy as included in article 3, determine the actual contribution in respect to the pension plan rules in any

- calendar year and the numeric parameters as included in the relevant paragraphs in article 3. The actual contribution shall be determined as a numeric percentage of the total sum of the (capped) pensionable salaries of all active members as referred to in the ARP/ASP and Final Pay Pension Plans, except in situations where the Policy Funding Ratio is below MTR and an additional contribution is required.
3. The contribution policy as included in article 3 shall be tested with an ALM-study to be performed at least every three years.
 4. The Pension Board shall determine an additional contribution or a reduction of the structural contribution based on the previous paragraphs, in respect of any calendar year on the basis of article 3. Any reduction shall be determined in compliance with the relevant provisions in the Pension Act.
 5. Members without an employment contract with the Company, for whom pension accrual is continued by the Pension Fund on account of disability on the basis of the relevant provisions in the pension plan rules, are not considered as member in the sense of the paragraphs in this article or article 2.
 6. If the Pension Board determines a total contribution in respect of any calendar year that deviates from the structural contribution, the contribution shall be determined prior to the start of that calendar year, as a percentage of the sum of the (capped) pensionable salaries of all members as referred to in the ARP/ASP and Final Pay pension plan rules. The Company shall be informed in writing of the amount of the estimated contribution prior to the calendar year.
 7. Any final total contribution in respect of any calendar year shall be determined by the Pension Board in November of the preceeding calendar year. In case the Policy Funding Ratio is lower than MTR the additional contribution is calculated at the end of the year.

8. The total contribution as referred to in the previous paragraphs is including the employees' contribution (if any), as referred to in the relevant provisions of the ARP/ASP and Final Pay Pension Plans.

Article 7 Payment of contribution

1. The Company shall pay one thirteenth of the total contribution as referred to in article 6, to the Pension Fund no later than two weeks after the period to which the one thirteenth of the total contribution relates, has ended. In case the Policy Funding Ratio is lower than MTR at the end of a year, one thirteenth of the maximum of the structural contribution and the smoothed cost-covering contribution for that year is paid no later than two weeks after the period, to which the one thirteenth of the contribution relates, has ended. The additional contributions are due at the end of year 1, 2, 3, 4 and 5 of the recovery plan and will be paid within one month after the end of the year 1, 2, 3, 4 and 5 of the recovery plan..
2. The definitive annual total contribution (including all scheme entrants and leavers) must be paid by the Company to the Pension Fund no later than six months after the expiry of the calendar year to which the annual total contribution relates.
3. The employees' contribution (if any) as referred to in the relevant provisions of the ARP/ASP and Final Pay pension plan rules, shall be deducted by the Company from the wages of the employees in the way that has been established in the relevant provisions in the pension plan rules or the pension agreements. The Company shall promptly after deduction of the employees' contribution, transfer this contribution to the Pension Fund.

Article 8 Settlement of respective payment obligations

The Company pays any contribution to the Pension Fund by deposit on the bank account of the Pension Fund. The Company shall be notified in writing of the bank account number.

Article 9 Provision of Data and Information

1. The Company informs the Pension Fund, at the request of the latter or unprompted, about all developments of the Company that may reasonably affect the pension schemes, the insurance and/or administration by the Pension Fund and the ensuing current and future pension liabilities for the Pension Fund.
2. The Pension Fund informs a new member about the applicable pension plan rules in the manner and timeframe set out in article 21 of the Pension Act and the statutory rules based thereon.
3. The Company provides the Pension Fund with all the data set out in appendix 5 to this Administrative & Financial Agreement and other relevant information that the Pension Fund reasonably requires for the proper administration of the pension scheme, withing a period set by the Pension Fund.
4. The Company guarantees to the Pension Fund that the data and information referred to in the previous paragraph are accurate. The Company is liable for the financial consequences of its failure to supply full, accurate or timely data and information to the Pension Fund.
5. The Company is obliged at the written request of the Pension Fund within three months after the expiry of a calendar year to supply the Pension Fund with an accountant's opinion concerning the accuracy and completeness of the data and information related to the calendar year in question. The Pension Fund's request will be made no later than 31 December of the calendar year concerned.
6. The Pension Fund is obliged at the written request of the Company to provide or make available to the Company's actuary the data concerning the members and deferred members for the purposes of international accounting valuations, such as (but not limited to) US GAAP or IAS valuations. Alternatively, the Pension Fund is obliged, at the written request of and in consultation with the Company, to perform or

arrange the performance of the calculations in question for the Company. The Pension Fund will charge the Company separately for the costs involved.

Article 10 Reduction or termination of contributions

The Company has the right to reduce or terminate the Company contributions to the Pension Fund in case a major change in circumstances (*ingrijpende wijziging van omstandigheden*) based on article 12 of the Pension Act happens, such as for example (but not limited to) insolvency of the Company. The insolvency of the Company and/or the major change in circumstances must be shown to the Pension Fund by a Company auditors' (*accountant*) report.

Article 11 Non-payment or late payment of contributions

1. In the event of failure to pay within the due dates specified in article 7, the Company pays the Pension Fund interest on the sum of the arrears and other resulting costs. The interest accrues over each day that the payment remains undue after the due. The interest rate will be the statutory interest rate as referred to in article 6: 119 of the Dutch Civil Code (*Burgerlijk Wetboek*) (including any changes to the statutory interest rate that take place subsequently). The interest is due immediately on each day it is accrued. The Company will also be liable to pay interest on the due, but unpaid, accrued interest, which interest starts accruing from 1 January of the following calendar year onwards.
2. Within 4 weeks after any failure to pay within the periods specified in article 7, the Pension Fund will issue a written demand to the Company to pay the contributions as quickly as possible.
3. In the event that the Company runs up arrears in the payment of contributions amounting to 5% of the total contribution to be received by the Pension Fund and the Pension Fund does not meet the minimum funding requirement prescribed by or pursuant to article 131 of the Pension Act, the Pension Fund shall on a quarterly basis inform the Company works council and the members, the deferred members

and persons having entitlements to pensions (as referred to in article 28 of the Pension Act).

4. In the event that the situation described in the previous paragraph relating to the minimum funding requirement arises, the Pension Fund can reduce the pension entitlements and rights as referred to in article 2, paragraph 12, taking into account the relevant provisions of the articles of association, the pension plan rules and the Pension Act.
5. Before the Pension Fund reduces the pension entitlements and rights as referred to in paragraph 4, the members, deferred members, other persons having entitlements to pensions, the Company and the DNB will be informed in writing at least one month in advance of the reduction.

Article 12 Adoption and amendment of the pension plan rules

1. By signing this Administrative & Financial Agreement the Pension Board agrees to administer the pension agreements as incorporated in the pension plan rules.
2. The Company notifies the Pension Fund in writing of any amendment made to the pension agreements as quickly as possible after the said amendment has been made. If the Pension Board agrees to administer the amendment to the pension agreements, the Pension Fund will notify the Company in writing, will produce a draft amendment to the pension plan rules and will send that draft amendment to the Company within a period agreed by the parties, with the request to respond in writing within a period agreed by the parties. The Company will provide the Pension Fund with all the information related to the amendment made to the pension agreements.
3. Following receipt of the written response of the Company within the meaning of paragraph 2, the Pension Board will adopt the pension plan rules or the amendment thereof in accordance with the relevant provisions of the articles of association and the law.

4. The Pension Fund will inform the members, within three months after the decision to amend the regulations, about that amendment and about the possibility of requesting a copy of the amended pension plan rules from the Pension Fund.
5. The Pension Board will amend the pension plan rules if the amendment is necessary as a result of new or amended legislation or other regulations and the amendment to the pension plan rules does not entail any new financial liabilities for the Company.
Before adopting the amendment to the pension plan rules, the Pension Board will be obliged to give the Company the opportunity to respond in writing to the amendment proposal, which will be sent to the Company by the Pension Fund for this purpose. The adoption of the amendment to the pension plan rules by the Pension Board will take place in accordance with the relevant provisions of the articles of association, the pension plan rules and of the law.
6. If the amendment to the pension plan rules within the meaning of paragraph 5 entails increased financial liabilities for either or both parties as compared with the situation prior to the amendment or if the amendment is not in conformity with the pension agreements, the parties will hold consultations about the amendments that are required to the pension agreements and to this Administrative & Financial Agreement, before the Pension Board adopts the amendment to the pension plan rules. In that event the Pension Fund will give the Company the opportunity to amend the pension agreement within a period agreed by the parties before the pension plan rules are amended. In such cases the Pension Fund will proceed as if the pension agreements have been amended. The provisions of paragraphs 3 to 5 will apply *mutatis mutandis*.

Article 13 Liabilities to members of the Pension Board and other bodies

1. The Company undertakes to exempt the members of the Pension Board employed by the Company from their regular work for the Company for a number of days each calendar year in connection with the fulfilment of their duties as members of the Pension Board and in order to pursue the necessary training. The amount of days

shall be agreed periodically by the Pension Board and the Company, taking into consideration the planned and expected activities and the Pension Fund's Plan of Capability (*Geschiktheids Plan*) as prescribed by the Pension Act.

2. Paragraph 1 is applicable, *mutatis mutandis*, for members of the Accountability Council (*Verantwoordingsorgaan*), employed by the Company.
3. The Company ensures that current and former members of the Pension Board are not prejudiced in their positions as employees and will be accountable for compliance with the relevant provisions of legislation and other plan rules . The Company will also have the same obligation to employees who are current or former candidates for membership of any other body of the Pension Fund than its Pension Board.
4. The Company is obliged to make available to the Pension Board and its members and other bodies of the Pension Fund and their members, any appropriate facilities that are reasonably and according to market practice necessary for the proper functioning of the body in question.

Article 14 Further provisions

1. This Administrative & Financial Agreement shall be governed by Dutch law.
2. Stipulations of this Administrative & Financial Agreement are exclusively applicable between the Pension Fund and the Company. Third parties cannot derive any rights from this Administrative & Financial Agreement, unless specifically otherwise specified.
3. The Company will not pledge the rights arising from this Administrative & Financial Agreement or perform other actions by which rights are granted to any other parties than the members, deferred members or persons having pension entitlements.

4. If the Company agrees to any supplementary pension agreements with the employees who are employed by the Company, which have not been incorporated in the pension plan rules , the Company has the right to insure the supplementary pension agreements to the Pension Fund under the conditions to be agreed upon by both parties. Insurance will take place taking into account the provisions of the Pension Act and the provision in article 5, paragraph 4.
5. The Pension Fund can request the Company in writing to provide an increase as referred to in article 3, higher than the indexation as referred to in article 3. Both parties must agree on the increase as referred to in the previous sentence, before the Pension Board can decide to grant this additional increase.
6. The Pension Fund will not offer members or deferred members any possibility of arranging individual supplementary insurance other than as provided for in the pension plan rules . Neither will the Pension Fund offer members or former members any possibility of voluntarily continuing the accumulation of pension entitlements after membership ends.

Article 15 Unforeseen circumstances

If circumstances arise that were not foreseeable at the time of entering into this Administrative & Financial Agreement, the parties will consult each other and attempt to find a reasonable and fair solution that satisfies the interests of both parties in the context of this Administrative & Financial Agreement.

Article 16 Duration of this Administrative & Financial Agreement

1. This Administrative & Financial Agreement is entered into for an indefinite period of time. It will take effect with retrospective effect to 1 January 2015 and replaces all administrative and financial agreements, including additional provisions applicable between the Company and the Pension Fund prior to that date.

2. All administration of the pension plan rules by the parties between the date that this Administrative & Financial Agreement takes effect and the date that this Administrative & Financial Agreement is signed will be deemed to fall under the scope of this Administrative & Financial Agreement.
3. This Administrative & Financial Agreement may be terminated by either party by means of a registered letter, observing a notice period of six months, with effect from 31 December of any calendar year.
4. Following the termination of this Administrative & Financial Agreement, the parties will retain their obligations to each other arising from this Administrative & Financial Agreement for the period up until and including 31 December as referred to in paragraph 3.
5. The right to terminate this Administrative & Financial Agreement on the basis of paragraph 3 of this article does not preclude the parties' right to file a claim in court that this Administrative & Financial Agreement will be set aside on account of breach of contract.

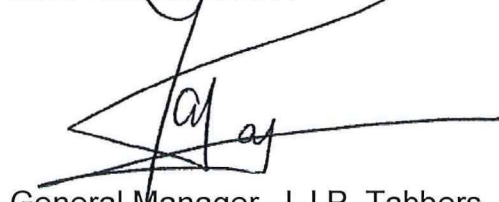
Agreed, prepared in three copies and signed in Veghel on 21 July 2015

Stichting Mars Pensioenfonds



Chairman, A.W. van Ettinger

Mars Nederland B.V.



General Manager, J.J.P. Tabbers

Secretary, J.A.J.M. van Lith



CFO, F. de Benedictis

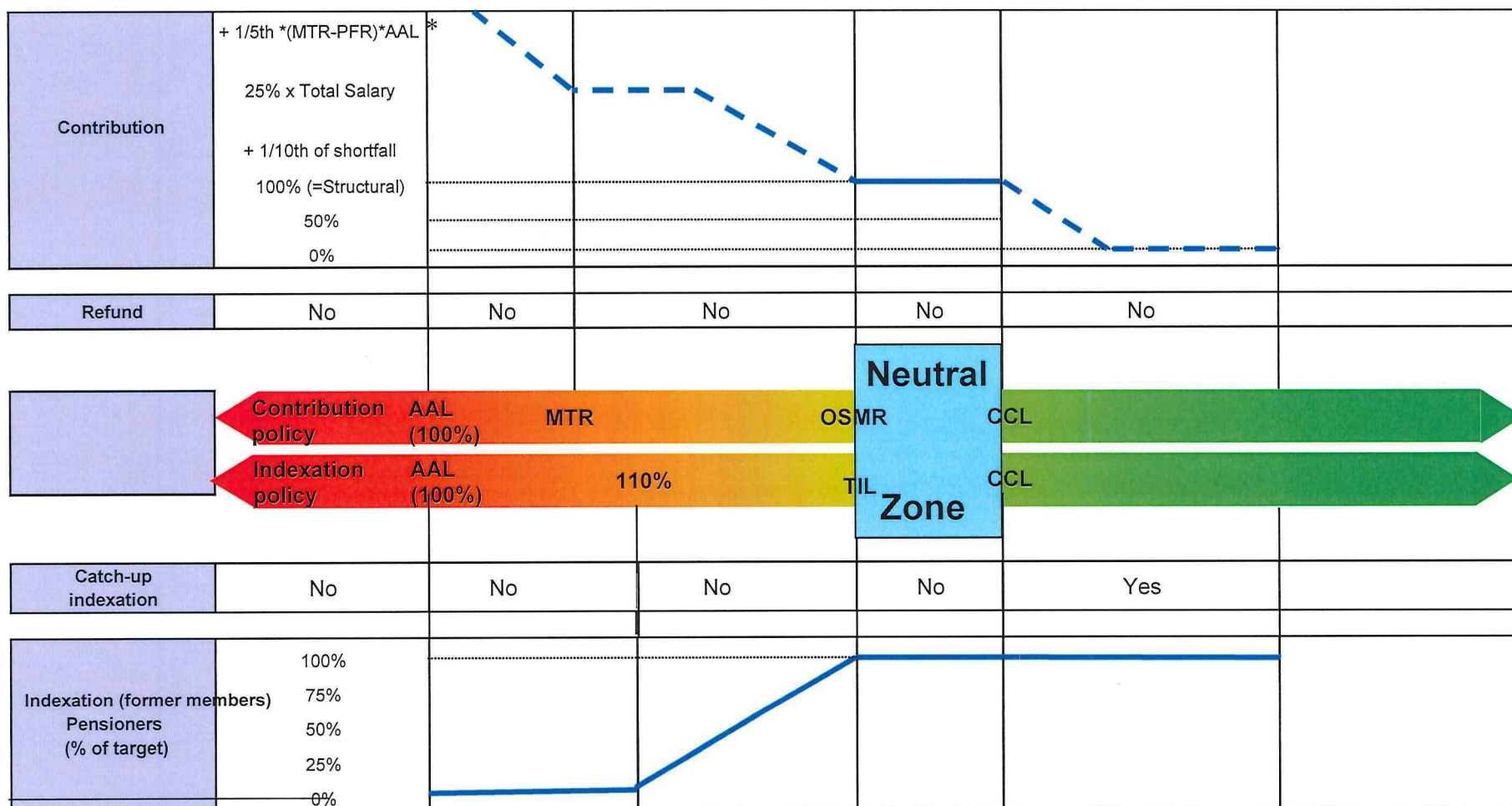


Appendices:

- 1. Schematic overview of the policy of the Pension Fund on contribution, and indexation**
- 2. ARP/ASP Pension Plan rules**
- 3. Final Pay Pension Plan rules**
- 4. Appendix as referred to in article 8, paragraph 3 (Data)**

Appendix 1: Schematical overview of contribution and indexation policy

Guiding principle, based on Policy Funding Ratio, for contribution and indexation policy¹.



¹ In situations where TIL exceeds OSMR + 5% there is no neutral zone for the indexation policy.

* 1/5th of remaining shortage in in years 1 to 4 and the remaining shortage in year 5.

Appendix 2: ARP/ASP Pension Plan rules

Appendix 4: Final Pay Pension Plan rules

Appendix 5 (as referred to in article 8, paragraph 3 – Data)

List of employees' data:

1. social security number (burgerservicenummer);
2. name (birth name);
3. sex;
4. date of birth;
5. pension agreement
6. date of commencement of employment contract;
7. pensionable salary (any change included);
8. shift allowance;
9. parttime percentage (any change included);
10. percentage MTV;
11. address;
12. civil status;
13. name of the partner;
14. date of birth of the partner;
15. sex of the partner;
16. date of termination of employment contract
17. date of divorce