Draft

DEED OF ISSUE

between

Coöperatie FromFarmers U.A.
as the Subscriber

and

ForFarmers B.V.
as the Company

DEED OF ISSUE
FORFARMERS B.V.

On this, the [ ] day of [ ] two thousand and fifteen, appeared before me, Marcel Dirk Pieter Anker, civil law notary at Amsterdam:
[***NautaDutilh employee, pursuant to proxies***],
acting for the purposes of this deed as the holder of written powers of attorney from:

1. **Coöperatie FromFarmers U.A.**, a co-operative (coöperatie) with limited liability, having its corporate seat at Lochem (address: 7241 CW Lochem, Kwinkweerd 12, trade register number 08048747) (the "**Subscriber**"); and
2. **ForFarmers B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), having its corporate seat at Lochem (address: 7241 CW Lochem, Kwinkweerd 12, trade register number 08159661) (the "**Company**").

The person appearing, acting in the above capacities, declared the following:

DEFINITIONS

Article 1

In this Deed the following definitions shall apply:

Share	one (1) priority share with reference Priority Share in the share capital of the Company, with a nominal value of one euro (EUR 1), numbered 1.
Deed	this deed of issue of shares.
General Meeting	the general meeting of the Company.
Resolution	the resolution of the General Meeting dated [...] two thousand fifteen, as is evidenced by a copy of the meeting minutes that will be attached to this Deed as an <u>annex</u>
DCC	the Dutch Civil Code (*Burgerlijk Wetboek*)
Parties	the parties to this Deed.
Articles	the articles of association (*statuten*) of the Company.
Issue Price	one euro (EUR 1) per Share.

RESOLUTION TO ISSUE SHARES

Article 2

The General Meeting has resolved to issue the Share at the Issue Price to the Subscriber, as is evidenced by the Resolution. The Share issue is subject to the conditions laid down in the Resolution.

PRE-EMPTION RIGHTS

Article 3

Pre-emption rights (*voorkeursrechten*) have been excluded in relation to the issue of the Share, as is evidenced by the Resolution.

PRE-REQUISITE

Article 4

The Subscriber meets the criteria as laid down in Article 5.1 sub b of the Articles and, as such, may acquire the Share.

SHARE ISSUE

Article 5

The Company hereby issues the Share to the Subscriber and the Subscriber hereby accepts the Share from the Company.

RELEASE

Article 6

6.1 The Company has received the Issue Price for the Share from the Subscriber and has accepted such payment. The Share has been paid-up.

6.2 To the extent the Issue Price for the Share exceeds the nominal amount of the Share, the difference will be recognised as share premium and will be taken to the Company's share premium reserve for the class of the Share.

6.3 The Company hereby releases the Subscriber for the payment of the Issue Price for the Share.

SHAREHOLDERS REGISTER

Article 7

The Company shall immediately enter the issue of the Share in its register of shareholders.

CHOICE OF LAW AND JURISDICTION

Article 8

This Deed shall be governed by and construed in accordance with the laws of the Netherlands. In the event of any dispute in connection with this Deed, this dispute shall be submitted to the jurisdiction of the competent court in Amsterdam, which jurisdiction shall be exclusive.

POWERS OF ATTORNEY

Article 9

The persons appearing have been authorised to act under three (3) powers of attorney in the form of private instruments, which will be attached to this Deed.

CONCLUSION

The person appearing is known to me, civil law notary.

This Deed was executed in Amsterdam on the date mentioned in its heading.

After I, civil law notary, had conveyed and explained the contents of the Deed in substance to the person appearing, he declared that he had taken note of the contents of the Deed, was in agreement with the contents and did not wish them to be read out in full. Following a partial reading, the Deed was signed by the person appearing and by me, civil law notary.