

SARA LEE/DE N.V.

EUROPEAN WORKS COUNCIL AGREEMENT

17/2/97

Parties to this agreement are:

1. SARA LEE/DE N.V. for itself and on behalf of all its subsidiaries and affiliate companies in Europe which are directly or indirectly a controlled undertaking of SARA LEE/DE N.V., hereinafter together referred to as "SLDE";
2. The Special Negotiating Body, representing the entire workforce of SLDE in Europe;

ARTICLE I

INTRODUCTION/PREAMBLE

Beliefs

SLDE believes in the involvement of its employees at all levels and would like to introduce this Agreement as an opportunity to exchange views between Management and Employee Representatives on Transnational Issues with a view to further increasing SLDE's effectiveness and competitiveness through the Information and Consultation procedure set out in this Agreement.

Dialogue

This Agreement will be for the purpose of an exchange of views and establishment of a dialogue between a council of Employee Representatives and Management on Transnational issues, and is to be operated in good faith by all those concerned with it. It will complement and respect legally required local information and consultation procedures.

Management of SLDE and the Employee Representatives will commit themselves to create an effective European Works Council ("EWC") and to have this platform functioning in good spirit.

Competitiveness

The parties to this Agreement acknowledge that effective consultation can only be achieved in the context of a continuous improvement of SLDE's international competitiveness and strengthening of its businesses by achieving the optimum level of productivity and flexibility, making constantly increasing demands in respect of product quality and customer-satisfaction on the one hand, and safety and health of the Employees on the other hand.

Coverage

This Agreement is entered into by and/or on behalf of all the companies and Organizations for which SLDE has management responsibility, if and to the extent that these companies and organizations are listed in the attached Schedule 1. This Agreement shall cover all Employees at all the companies and Organizations listed in Schedule I, representing the current situation. This Agreement will also cover all Employees in other countries and/or companies and organisations in Europe for which SLDE may acquire management responsibility at a later date, without there being any need to change this Agreement. Management All see to it that acquisitions, divestments and other changes will be incorporated into this agreement through an addendum to Schedule 1.

Proper Representation

The parties acknowledge that it is in the vital interest of the dialogue between the EWC and the Management that the representation in the EWC reflects the various activities of SLDE in the respective European Countries in a balanced way.

Legally Binding

This Agreement is legally binding on all parties to it, and is entered into as being in compliance with the European Works Council Directive (94/45). This Agreement has been made between representatives of the Management of SLDE on the one hand and the representatives of the entire workforce of SLDE in Europe (“the Special Negotiating Body”) on the other hand. The Special Negotiating Body has full authority to conclude this Agreement.

ARTICLE II

DEFINITIONS

In this Agreement, unless the context requires otherwise, the following words shall have the meaning set out underneath them:

- | | |
|---------------|---|
| Employee: | All personnel of an SLDE-company in Europe, recognized as an “employee” according to the national law applicable in the country where the respective individual is employed (whether temporary or not), explicitly excluding personnel provided by employment agencies. |
| Management: | The Board of Management of SLDE, represented by one of its members. In case it deems appropriate the Management may assign, at its discretion, its obligations under this Agreement to (a member of the local management in a European Country or from an SLDE-company. |
| Information: | The providing by the Management of data and other information to the European Works Council. |
| Consultation: | The exchange of views and establishment of dialogue between Employee Representatives and Management. |

| | |
|---------------------------|---|
| SLDE-company: | SLDE and any subsidiary or aviate company in a European Country which is directly or indirectly a controlled undertaking of SLDE and is listed on Schedule 1 or an addendum thereto; |
| European Country: | Each country in Europe in which an SLDE-company conducts an undertaking, having its own hired Employees in the respective country, provided that this country is listed in the attached Schedule 2. |
| Employee Representatives: | An Employee elected to be a member of the EWC. |
| Transnational Issue: | An issue that effects SLDE-companies in more than one European Country. |

ARTICLE III

ESTABLISHMENT OF EUROPEAN WORKS COUNCIL

With this Agreement parties install a EWC with the following powers:

The Management will provide the EWC in an annual meeting, in principle in the month of October or November, with Information on the development of activities of SLDE in Europe. The Management will hereto submit a written statement, which subsequently will be explained and discussed, as far as the EWC wishes, in such meeting.

The meeting shall relate in particular to:

- Structure, economic and financial situation;
- Probable development of the business and of production and sales;
- Investments;
- Substantial changes concerning organisation;
- Introduction of new working methods or production processes;
- Transfer of production;
- Mergers;
- Cut-backs or closures of undertakings, establishments or important parts thereof;
- Collective redundancies;
- Environmental affairs;

During the initial period of this Council, until December 31, 2000, Management will see to it that one (1) additional meeting between the entire EWC and the Management will take place per year (before the summerseason), in case such a meeting was not scheduled in that respective year for Consultation purposes.

The Management will enter in a Consultation procedure with the EWC on an ad hoc basis. If the Consultation procedure will be in writing, this will be in agreement with the Executive Committee.

Topics to be addressed in Consultation procedures will be the Transnational Issues of a nature stated below, which are considered to have a significant effect on SLDE's workforce in the respective European Countries:

- Relocations;
- Closure of establishments or undertakings;
- Collective redundancies.

Parties acknowledge that the Consultation procedure with the EWC is best served by establishing specific thresholds as qualification criteria, defining these transnational Issues. Parties hereto evaluate the implemented Consultation procedures and consult each other with the objective to agree upon these specific thresholds in the third year of the initial period of this Agreement.

The Management will see to it that - if possible - Consultation procedures will be initiated timely, in order to enable the EWC to confer and advise (if necessary) prior to the final decision making by the Management.

Issues with effect towards a part or parts of SLDE in one European Country only shall not be discussed with the EWC. Any matters which are normally covered by local or national collective agreements or works councils or through plant agreements and similar local arrangements will not be discussed with the EWC.

Furthermore issues concerning individuals and concerning compensation, salaries, benefits and the like are explicitly excluded from the Consultation and Information procedures, unless (and to the extent that) these issues are to be addressed as a result of compliance with Article 3.2.

ARTICLE IV

CONSTITUTION OF THE EWC

Each European Country is entitled to a number of seats in accordance with the total amount of Employees in the respective country.

One (1) seat (“Seats A”) is allocated to each European Country, provided that the number of Employees in that respective country exceeds 100.

In any European Country with less than 101 Employees in total one (1) seat (“Seats A”) is allocated to a division in that country in case the respective division in such European Country employs more than 75 Employees.

Additional seats (“Seats B”) will be allocated to the European Countries per 255 Employees exceeding the first 255 Employees, provided that the total amount of seats per country does not exceed six (6) and further provided that the total amount of seats per single SLDE-company does not exceed two (2).

Allocation of seats per country between the respective divisions (C&Gr., H&BC and “Corporate”) in each country must be “pro rata”. in case two (2) or more seats in total are allocated to an European Country each division in such European Country being entitled to at least one (1) seat provided that the number of Employees in the respective division exceeds 100.

The EWC will consist of 30 members at the maximum. At the commencement and the renewal dates of this Agreement the EWC will consist of 26 seats in view of potential expansion and acquisitions of SLDE in the European Countries.

Since SLDE's activities in Europe may be subject to change, the right to a certain number of seats may vary accordingly. The re-allocation of seats takes place on every July 1, for the first time on July 1, 1998, on the basis of the amount of Employees per European Country and per division on that date, however companies and Organizations acquired by a SLDE-Company will be taken into account only as from the second anniversary of July 1 after their respective acquisition date.

In case the allocation of seats in accordance with Articles 4.1 to 4.3 leads to a total of more than 30 seats, the right to (an) additional seat(s) (Seats B) will be defined by the formula per country:

$\langle \text{Total number of Employees} - / - 255 \rangle : \text{Seats B} = Q$

it being understood that the Country to which the lowest quotient Q is applicable loses one (1) seat. This formula is to be conducted until "Seats A" plus "Seats B" equals 30.

The Employees in European Countries to which no Seat A is allocated are represented by the Representative(s) of the European Country as designated in Schedule 3.

Representative Employees from European Countries to which no Seat A is allocated as well as Employees who are no longer an EWC-member due to interim re-allocation of seats, may be invited, at the discretion of the Management, after consultation with the Executive Committee, to attend as observers at EWCmeetings as well as at meetings between the EWC and the Management.

In case of a material change of (the nature of) SLDE's activities in Europe, the Management may decide - after prior approval by the EWC - on changing the composition/allocation of the seats in reflection thereof.

The allocation of Seats A and Seats B as of the date of this Agreement is listed in Schedule 3 and are based on the number of Employees per February 1, 1997. Allocation of Seats A and B will be amended on every July 1, for the first time on July 1, 1998.

Allocation of Seats A and B at any renewal date of this Agreement will be in accordance with the number of Employees per the July 1 prior to that renewal date.

ARTICLE V

SELECTION OF EMPLOYEE REPRESENTATIVES

By way of election principles it is concluded that Employee Representatives will be elected by the Central Works Councils, respectively by the local Works Councils combined - in case no Central Works Council exists - in these European Countries, where Works Councils are institutionalized, which can be regarded as representative bodies with democratic election procedures of all, or virtually all Employees in the respective countries. These European Countries are listed in Schedule 4 hereto.

In all other European Countries direct general democratic elections will be held in which all Employees in such a country as well as those Employees allocated to such European Country in conformity with the designation listed in Schedule 3, are eligible and having a vote.

The Central Works Council, respectively the combined local Works Councils, in every European Country listed in Schedule 4, elect (an) Employee Representative(s) to the number of seats allocated to such country in accordance with Article 4.1 and 4.2 to represent the SLDE-company/ies active in such country. In the election process the proper balance between the various activities of the SLDE-companies and functions will be taken into account, in order to pursue an optimal representation of the entire workforce in such country.

The Central Works Council (or the combined local Works Councils, as the case may be) is allowed to replace their Employee Representative(s) and elect (a) new Employee Representative(s).

The local managements in every European Country which is not listed in Schedule organise at the beginning of each term of this Agreement local direct General Elections for the EWC in accordance with general democratic principles.

While organising this election the local managements have to take into account (in close cooperation with each other) the allocation of seats as defined in Article 4, as well as a proper balance between the various activities of SLDE and between the SLDE-companies and functions in the respective European Country.

Regarding those European Countries to which more than one (1) seat is allocated, the election processes will see to it that the elected Employee Representatives (as well as the Employees who were candidates but were not elected) are ranked, being of relevance e.g. in case of potential consequences of the re-allocation procedures.

Any Employee of a SLDE-company is eligible for a seat in the EWC for his respective country, provided such Employee is employed with a SLDE-company for a period of at least 36 months prior to the date of the election.

An elected Employee Representative will remain a member of the EWC until:

a) the represented country loses the relevant seat, or

- b) the Employee terminates its membership at free will, or
- c) the Employee ceases to be employed by SLDE in the represented country, or
- d) the termination of the initial and any subsequent term of this Agreement.

In case of termination of the membership of the EWC caused by 5.4.b or 5.4.c, the Employee Representative will be replaced by an Employee to be elected in conformity with Article 5.2.a, respectively by the qualifying Employee who received the most votes at the last held elections referred to in Article 5.2.b.

Employee Representatives who are not in the position to fulfil their obligations with regard to the EWC will in principle not be replaced, however the EWC is entitled - after the second year of the duration of this Agreement - to suggest to the Management that the functioning of this Article will be evaluated.

ARTICLE VI

ORGANISATION AND MEETINGS

Regulation

After having conferred thereon with the Management, the EWC may draw up internal regulations to govern its working practices.

For the proper functioning of the EWC, these regulations must not be contradictive to this Agreement.

Committee

The EWC will elect a chairman. The EWC will elect an “Executive Committee” as well, consisting of the chairman and a maximum of 2 other members, in order to take care of procedural and “day-to-day” affairs. The Chairman is the legal representative of the EWC and the Executive Committee.

Working Groups

The EWC may establish Working Groups related to specific activities of SLDE or with regard to specific issues, provided the EWC receives the prior consent of the Management thereto, which consent will not unreasonably be withheld.

Time and Place

The meetings between the entire EWC and the Management will take place in Utrecht, however the Management may decide - after consultation with the Executive Committee - that this meeting or any other meeting will be held in one of the other countries listed in Schedule 1. The date and time of each meeting shall be communicated to the EWC (if possible) not less than 1 month in advance of the meeting.

Chair

It is deemed. in the interest of the Information and Consultation process that Management chairs the meetings. Management and Executive Committee may - in consultation - decide (per meeting) otherwise. The chairman of the meeting will see to effectiveness of the meeting as well as to providing appropriate opportunity for the EWC to express itself on the Information and Consultation issues to be addressed. After Consultation with the Executive Committee, the Management sets up the agenda for the meetings with this perspective.

Minutes

Minutes of a meeting between the EWC and the Management will be taken by a secretary from the existing “Works Council Secretariat” based in The Netherlands, as appointed (and paid for) by the Management.

The minutes shall be signed off by a representative of the Management and (on behalf of the EWC) by the chairman of the EWC, before being circulated to all the EWC members for their information.

Pre-meeting and Evaluation

Prior to (if necessary a day before) a meeting between the EWC and the Management, the EWC shall be entitled to hold a pre-meeting, in order to prepare for the meeting with the Management. The Management will facilitate an evaluation meeting of the EWC immediately following the meeting between EWC and Management.

Language

Parties acknowledge that a workable knowledge of (preferably) the English language or one of the other major (European) languages as a second language contributes to the possibilities to communicate amongst the members of the EWC and to communicate with the Management.

The language of the Information and Consultation procedures will be English, being the company language.

Written information will always be in English. Appropriate interpretation facilities will be provided by SLDE for meetings between the entire EWC (the full body) and Management as well as for a possible pre-meeting and the evaluation meeting related to these meetings, as referred to in Article 6.7. Other meetings - for example between a Working Group and Management - will be facilitated with minimal interpretation services.

If required, translation and language training will be provided by SLDE on a local basis.

Employee Costs

The absence from work which will be required by the Employee Representatives for attending the pre-meeting and the meeting between the EWC and the Management shall be paid for by each Employee Representative’s respective employer, as well as the travel

costs, cost of meals and overnight accommodation according to normal practice of each Employee Representative's employer, unless already paid by SLDE.

Secretarial Costs

The organisation of the secretarial support of the EWC will be carried out by the existing "Works Council Secretariat"; the costs of this support are for the account of SLDE.

Experts-assistance

During Consultation procedures the EWC is entitled to procure the advice of one expert of its own choice per issue, which expert is qualified to advise on the respective consultative issue. The costs of this expert shall be for the account-of SLDE provided that the Management prior to the involvement of this expert agrees thereon, agreement of which shall not unreasonably be withheld.

The EWC, the Executive Committee or a Working Group may ask the Management to invite the addressed expert to attend the meeting with the Management in which the respective issue will be discussed, the decision of which will be at the discretion of the Management. In case the expert is not invited for the meeting with the Management, the Executive Committee may request from the Management to schedule a meeting between the Executive Committee, the addressed expert and the Management - or the Management's delegate(s) - in order to discuss the advice previously given by the expert.

Expenses

All reasonable expenses which are necessary for the execution of the duties of the EWC are for the account of SLDE provided that the Management and the Executive Committee on beforehand agrees thereon, agreement of which shall not unreasonably be withheld.

Decision-making

The ability of SLDE to make decisions shall not be compromised, or delayed by Consultation procedures, nor shall these procedures be allowed to affect SLDE's flexibility or competitiveness. The EWC recognises that SLDE will take action and will make a decision, when Circumstances arise which in the opinion of the Management require such an action or a decision, before informing the EWC.

Management will give consideration to the statements expressed and items signalled by the EWC, its Executive Committee and Working Groups in relation to the Information and Consultation processes. The EWC however acknowledges that Management will not be bound by the opinion(s) of the EWC, the Executive Committee and Working Groups.

ARTICLE VII

INFORMATION OF EMPLOYEES

The EWC members are allowed to inform (directly or indirectly) the represented Employees in the respective European Countries on the results of the Information and Consultation procedures.

Prior to releasing any of such information to the Employees, the Employee Representatives and/or the EWC will consult with the Management on the nature of the information and the way the results will be released.

It is the responsibility of the Management to inform the Employees concerned on the discussions between the EWC and the Management, and to communicate the outcome thereof.

When Management wishes to release a bulletin to inform the respective Employees on the results of meetings between the EWC and the Management, Management will provide the members of the EWC forthwith with copies thereof.

ARTICLE VIII

TERM AND CONTINUATION

This Agreement shall take effect on February 1, 1997 for an initial period until December 31, 2000. Unless terminated by the EWC or by SLDE, the Agreement will be prolonged thereafter for subsequent periods of four (4) Years. At every prolongation of this Agreement the composition of the EWC has to be agreed upon in accordance with Paragraph 4, and new Employee Representatives have to be elected in (General) Elections in accordance with Articles 5.1 to 5.3

A notice of termination should be in writing; the notice period will be twelve (12) months before the respective termination date.

A decision to terminate this Agreement by the EWC requires a majority of votes of two thirds of the Employee Representatives.

During the notification period, the EWC and SLDE have to renegotiate the terms of a new agreement for the establishment of a European Works Council.

After the termination of this Agreement the Management has to continue to negotiate with the members of the former EWC in order to agree on a new contract.

ARTICLE IX

CONTRACTS OF EMPLOYMENT

No rights conferred by this Agreement shall form a part of any Employee's contract of employment.

ARTICLE X

CONFIDENTIALITY

Confidentiality

Every Employee Representative, and any expert and observer involved by the EWC, shall maintain the confidentiality of any "Confidential Information" that is provided to him by SLDE or the Management during the Information or Consultation procedures, Confidential Information being all information (i) that is designated confidential by SLDE or by the Management (orally or in writing) prior to releasing it, or (ii) that by virtue of its nature must be regarded as confidential.

Release from the obligation in this Article will be granted in the case that and to the extent that Confidential Information is known in the public domain, or becomes known in the public domain legitimately.

If in doubt of his obligations under this Article, the (member of the) EWC is advised to require from Management its prior written approval to disclose specific confidential information to (certain) third parties.

SLDE may require from experts, observers and the like that a confidentiality agreement be signed before information is given.

Compliance

All parties to this Agreement acknowledge that compliance with the above confidentiality obligations are of the utmost importance.

If any Employee Representative is found to have breached this confidentiality obligation, the Employee Representative may be excluded by the Management from further participation in the Information and Consultation procedure set out in this Agreement, and he will be liable - in accordance with the laws of that Employees's country of employment - to appropriate action,

Detriment to SLDE

SLDE is entitled not to inform and consult the EWC or the Employee Representatives concerning such exceptional matters that the divulging of which would in SLDE's opinion seriously harm the operation or activity of any of the SLDE-group of companies.

ARTICLE XI

PROTECTION OF EMPLOYEE REPRESENTATIVES

Without prejudice to Paragraph 10 an Employee Representative shall bear no negative consequences in his career (-possibilities) with SLDE resulting from his being a member of the EWC end,' furthermore the Employee Representative shall enjoy the same protection and guarantees as provided for them by the national legislation and/or standard practice in force in their country of employment.

ARTICLE XII

EXISTING RIGHTS

This Agreement shall be without prejudice to Employees' existing rights to information and consultation under national law.

ARTICLE XIII

GOVERNING LAW

The validity of this Agreement (the English version being the authentic one), the construction and enforcement of the terms, and the interpretation of the rights and duties of the parties shall be governed by Dutch law and subject to the exclusive jurisdiction of the Dutch courts.

ARTICLE XIV

GENDER

In case of the use of a male or masculine term to refer to a person or persons, the opposite female or feminine term can be read as well.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above,

SIGNED BY:

SPECIAL NEGOTIATING BODY:

| | | |
|-----------------------|--------------------------|------------------------------|
| Mr. W. Amsterdam (NL) | Mr. K.vanDoorslaer (Bet) | Mr. D. Griffioen (NL) |
| Mr. A. Hoekstra (NL) | Mr. R. Hordijk (NL) | Mrs. R.M. Huerga Barquin (S) |
| Mr. W. Malcholm (Dan) | Mr. R. di Martino (I) | Mr. P. Nedved (Czech rep.) |
| Mrs. C. Reardon (UK) | Mr. P. Swords (Ire) | Mr. H. van der Tak (NL) |
| Mr. Z. Takacs (Hun) | Mr. M. Valente (F) | Mr. E. Vossen (Ger) |

Sara Lee/DE N.V.:

F.L.V. Meysman

SCHEDULE 1

to the Agreement as mentioned in Article 1.4:

The Employees at the companies and organisations as listed below are covered by the Agreement:

1. Sara Lee Household & Personal Care UK Limited
225 Bath Road
Slough SL1 4AU
United Kingdom

2. Douwe Egberts Coffee Systems Limited
Douwe Egberts House
Manor Way
Borehamwood, Herts. WD6 1 QQ
United Kingdom

3. Douwe Egberts UK Limited
Douwe Egberts House
Manor Way
Borehamwood, Herts. WD6 1 QQ
United Kingdom

4. Balirny Douwe Egberts A.S.
K. Zizkovu 9 Praha 9, 190 00
Vysocany;
Czech Republic

5. A/S Blumoller
Petersmindevej 30
5000 Odense C
Denmark

6. Merrild Kaffe A/S
Laerkevej
6000 Kolding
Denmark

7. Bravo Coffee Industries S.A.
100, Kifissou Ave.
122 41 Egaleo
Athens
Greece

8. Inco Hellas S.A.
132 Lavriou Avenue
153 44 Glyka Nera Attikis
Athens
Greece
9. Douwe Egterts Ireland
Dublin Road
Mullingar, Westmeath
Ireland
10. Tuxan Schuhpflegemittel GmbH
D rachen loch strasse 33
A-5083 Gartenau- St. Leonard
Austria
11. Sara Lee/DE Osterreich GmbH
Mollardgasse 33
A- 1060 Wien
Austria
12. Cruz Verde Portugal - Produtos de Consumo Lda
Alvaro de Castro 32
1600 Lisbon
Portugal
13. Decotrade AG
Baarerstrasse 12
CH 6300 Zug
Switzerland
14. Tana Schuhpflege AG
Industriestrasse 404
5242 Lupfig
Switzerland
15. Tomten A/S
Industriveien 20
N-1301 Sandvika
Norway
16. Merrild Coffee Systems AB
Lundavagen 62
20215 Malmo
Sweden
17. AB Fenom
Arenavagen 39
S-121 26 Stockholm-Globen

Sweden

18. Sara Lee/DE Poland, Sp z o o 1 Gen. Man. (ex pat)
Ul. Marconich 11 Lok. 5 + 2 employees only
PL 02-954 Warsaw
Poland
19. Douwe Egberts France S.A.
21 Rue Albert Einstein
Zone Industrielle du Coudray
93151 Le Blanc Mesnil Cedex
France
20. Douwe Egberts Coffee Systems France S.A.
21 Avenue Albert Einstein
Zone Industrielle du Coudray
93151 Le Blanc Mesnil Cedex
France
21. Kiwi France S.A.
21 Avenue Albert Einstein
Zone Industrielle du Coudray
93151 Le Blanc Mesnil Cedex
France
22. Abel Bonnex S.A.
8, Rue Gaspard Monge
76300 Sotteville-Les-Rouen
France
23. Difan S.A.M. until end of Febr. employees on payroll
4, Rue de l'Industrie after end of Febr. really employed: 2
98013 Monaco after end of March really employed: 1
Monaco
24. Tana France S.A.
Chemin de la Prairie
60370 Hermes
France
25. Donwe Egberts N.V.
Potaarde
1850 Grimbergen
Belgium
26. Douwe Egberts Van Nelle Tobacco Belgium N.V.
TerbekehoLdreef 24
2610 Wilrqk
Belgium

27. Intradal Produktie Belgium N.V.
Montenakenweg 133
3800 St. Truiden
Belgium
28. Kortman Intradal N.V.
Stationsstraat 20
1702 Groot-Bijgaarden
Belgium
29. Compact Douwe Egberts RT
Budapest, H-1078
Istvan U. 23-25
Budapest
Hungary
30. Cruz Verde-Legrain S.A.
Carretera Real 141 - 143
08960 Sm Justo Desvern
Barcelona
Spain
31. Douwe Egberts Espana, S.A.
Polig. Ind. de la Zona Franca
Sector C - Calle F. No. 2
08040 Barcelona
Spain
32. Marcilla Coffee Systems, S.A.
Polig. Ind. de la Zona Franca
Sector C - Calle F. No. 2
08040 Barcelona
Spain
33. Sara Lee/DE Deutschland GmbH
Niko laus-August- Otto-Allee 6
51149 Koln
Germany
34. Eri Deutschland GmbH
Poststrasse 43
52477 Alsdorf
Germany
35. Douwe Egberts Kaffee Systeme GmbH
Friedrich-Koenig-Strasse 35
55129 Mainz
Germany

36. Douwe Egberts Agio GmbH
Zum Schuermannsgraben 24
47441 Moers
Germany
37. Sara Lee/DE Italy SpA
Viale Sarca, 223
1-20126 Milano
Italy
38. Koninklijke Douwe Egberts B.V. I
Keulsekade 143
3532 AA> Utrecht
Nederland
39. Douwe Egberts Nederland B.V.
Keulsekade 143
3532 M Utrecht
Nederland
40. Douwe Egberts Coffee Systems Intemational B.V.
Keulsekade 143
3532 M Utrecht
Nederland
41. Douwe Egberts Coffee Systems Nederland B.V.
Atoomweg 111
3542 AB Utrecht
Nederland
42. Douwe Egherts Coffee & Tea Intemational B.V.
Leeuwarderweg 1
8501 ZD Joure
Nederland
43. Douwe Egberts Van Nelle Diensten B.V.
Van Nelleweg 1
3044 BC Rotterdam
Nederland
44. Douwe Egberts Van Nelle Tabaksmaatschappij B.V.
Van Nelleweg 1
3044 BC Rotterdam
Nederland
45. Douwe Egberts Van Nelle Tabaksprodukfemaatschappq B.V.
Leeuwarderwe g 1
8501 ZD Joure

Nederland

46. Lassie B.V.
Aanlegstraat 1
1531 MG Wormer
Nederland
47. Decaf B.V.
J. Muyskenweg 19
1096 CJ Amsterdam
Nederland
48. Duyvis B.V.
D. Sonoyweg 17
1509 BR Zaandam
Nederland
49. Sara Lee/DE Household & Body Care Research B.V.
Fruitweg 25
2525 KG Den Haag
Nederland
50. Kortman Intradal B.V.
Laan der Techniek 22
3903 AT Veenendaal
Nederland
51. Kortman Nederland B.V.
De Ruyterstraat 112
6500 M Nijmegen
Nederland
52. Intec B.V.
Laan der Techniek 22
3903 AT Veenendaal
Nederland
53. Douwe Egberts Coffee Systems Operating B.V.
Van Nelleweg 1
3044 BC Rotterdam
Nederland
54. Natrena B.V.
Nijverheidsweg 26
3641 RR Mijdrecht
Nederland
55. Coffee Times B.V.
Atoomweg 111

3542 AB Utrecht
Nederland

SCHEDULE 2

to the Agreement as mentioned in Article 2.6:

European Countries:

| | |
|----------------|----------------|
| NETHERLANDS | FRANCE |
| HUNGARY | BELGIUM |
| SPAIN | PORTUGAL |
| UNITED KINGDOM | GERMANY |
| ITALY | CZECH REPUBLIC |
| DENMARK | GREECE |
| NORWAY | IRELAND |
| SWITZERLAND | AUSTRIA |
| SWEDEN | LUXEMBOURG |
| FINLAND | |

Countries who can possibly be added to this list:

| | |
|---------|----------|
| POLAND | BULGARIA |
| ROMANIA | SLOVAKIA |

SCHEDULE 3

to the Agreement as mentioned in Articles 4.5 and 4.7:

| COUNTRY | C&G employees | H&BC employees | 75/100+255 Div.+Comb |
|-----------------------------------|------------------|-------------------|-------------------------|
| The Netherlands (carp. ???) | | 725 | 6 (4+1+1) |
| Belgium | 424 | 370 | 3 (2+1) |
| Spain (+ Portugal) | 230 | 526 | 2 (1+1) |
| France | 383 | 412 | 3 (1+2) |
| United Kingdom | 189 | 424 | 2 (1+1) |
| Germany (+ Switzerland + Austria) | 357 | 475 | 3 (1 +2) |
| Denmark(+ Norway + Sweden) | 226 | 141 | 1 (1+0) |
| Norway(-Denmark) | (0) | (20) | 0 |
| Italy | (0) | 332 | 1 (0+1) |
| Hungary | 690 | 34 | 2 (2+0) |
| Greece | 99 | 67 | 1 (1+0) |
| Switzerland (- Germany) | (28) | (16) | 0 |
| Austria (-> Germany) | (0) | (42) | 0 |
| Sweden (- Denmark) | (20) | (0) | 0 |
| Portugal (-Spain) | (0) | (42) | 0 |
| Ireland | 97 | (0) | 1 (1+0) |

| | | | |
|----------------|------|-------|---------|
| Czech Republic | 318 | 16 | 1 (1+0) |
| TOTAL (???) | 5... | 3.522 | 26 |

SCHEDULE 4

to the Agreement as mentioned in Article 5.1.a:

European Countries in which the Central Works Council or combined local Works Councils represent the entire workforce through (ultimately) direct elections:

1. The Netherlands
2. Belgium
3. Spain (+ Portugal)
4. France
5. Germany (+ Switzerland and Austria)
6. Italy
7. Hungary
8. Ireland